

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**SEPTEMBER 24, 2018**

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

Tanya C. Bamford  
Candyce Fluehr Chimera  
Michael J. Fox  
Jeffrey W. McDonnell  
Matthew W. Quigg

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 September 10, 2018 Meeting
6. Public Hearing – Conditional Use Application #C-70 – Henderson Partnership – Redline Athletics Youth Athletic Training Center, 101 Commerce Drive
7. Consider Resolution Recognizing Fire Prevention Week
8. Consider Approval of Out of State Training Request – Department of Fire Services
9. Consider Authorization for Sale of Municipal Equipment by On-Line Auction
10. Project Update – Ash Tree Removal Project and Consider Extending Professional Service Contract for Arborist
11. Consider Bid Award - Ash Tree Removal Project Contract
12. Consider Authorization to Advertise Ordinance #18-309- Approving an Extension to Participate in Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership TMDL Alternative
13. Consider Approval for Disposal of Non-Permanent Township Records
14. Consider Authorization to Execute Amendment and Automatic Rollover Services Agreement for the 401(a) Money Purchase Pension Plan
15. Consider Authorization to Purchase Replacement Police Vehicle and Equipment
16. Consider Escrow Release #4 – LDS 630 Firefox Land Development
17. Consider Escrow Release #1 – LDS 693 Joseph Ambler Inn Land Development
18. Consider Payment of Bills
19. Other Business
20. Adjournment

**Future Public Hearings/Meetings:**

09-26-2018 @ 7:30pm – Zoning Hearing Board  
10-03-2018 @ 7:30pm – Zoning Hearing Board  
10-09-2018 @ 8:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Public Comment

MEETING DATE: September 24, 2018

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman of the Board of Supervisors

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BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announcement of Executive Session

MEETING DATE: September 24, 2018

ITEM NUMBER: #4.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman of the Board of Supervisors

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BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Minutes for September 10, 2018

MEETING DATE: September 24, 2018 ITEM NUMBER: #5.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan BOARD LIAISON: Candyce Fluehr Chimera,  
Township Manager Chairman of the Board of Supervisors

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BACKGROUND:

Please contact Deb Rivas on Monday, September 24, 2018 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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



**DRAFT**

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
SEPTEMBER 10, 2018**

At 7:30 p.m. Chairman Candyce Fluehr Chimera called to order the executive session. In attendance were Supervisors Tanya C. Bamford, Michael J. Fox, Jeffrey W. McDonnell and Matthew W. Quigg. Also in attendance were Assistant to the Township Manager Stacy Crandell, Director of Finance Ami Tarburton and Township Solicitor Robert J. Iannozzi, Esquire.

Chairman Candyce Fluehr Chimera called the action meeting to order at 8:00 p.m. In attendance were Supervisors Tanya C. Bamford, Michael J. Fox, Jeffrey W. McDonnell and Matthew W. Quigg. Also in attendance were Township Solicitor Robert J. Iannozzi, Esquire, Police Chief J. Scott Bendig, Director of Fire Services Richard Lesniak, Director of Finance Ami Tarburton, Director of Administration and Human Resources Ann Shade, Assistant to the Township Manager Stacy Crandell, Director of Planning and Zoning Bruce Shoupe, Director of Public Works Kevin Costello, Director of Recreation and Community Center Floyd Shaffer, Director of Information Technology Richard Grier and Recording Secretary Deborah A. Rivas.

Following the Pledge of Allegiance, Chairman Candyce Fluehr Chimera called for public comment from the audience.

Tom Sanna of 140 Bayhill Drive requested an update on the outstanding items to be completed at the Cutler Developments. Vice Chairman Michael J. Fox reported that the Township has been having ongoing discussions with representatives of the Cutler Group and with the bank. The Township does not have a specific list of outstanding dates for those items to be completed at this time. Mr. Sanna inquired about the landscaping that was expected to be done in the Fall, which he stated is now here. Vice Chairman Fox responded that the Township is very much aware of the desire of the residents to have the landscaping done and the Township is doing everything it can to move the process forward. There is a meeting scheduled this week with the bank and Attorney Richard McBride on behalf of the Cutler Group to continue to discuss the completion of the outstanding items as expeditiously as possible.

Steve Splendido, resident at 220 Twining Road and President of the Fire Department of Montgomery Township appeared and stated that he had a few things he would like to discuss. He questioned the status of the purchase of a new ladder truck opining that the current vehicle is 16 years old and is "running on borrowed time." He further commented that the department has been waiting three years for a decision and would like to be involved in the purchase decisions for the truck. Vice Chairman Fox advised that the purchase of a new ladder truck has been a part of budget discussions but that he did not have an exact timetable for the purchase. He advised that the Township would get back to him with a definitive timeframe for when purchase of the ladder truck would be considered.

Mr. Splendido also expressed concern over a Facebook posting on the fire union's Facebook page about the lack of response by Command staff to a recent fire. He opined that while the statement was factually correct, he felt it was made in a disparaging manner and that the volunteers didn't respond because they are working which is why the Township has a combination fire department. He also questioned the authority for posting of pictures of the fire trucks and gear. He stated that in FDMT, posting of such pictures would have to be approved by the President. He stated that something needs to be said to the career staff about these postings.

Mr. Splendido also questioned the legality of the IAFF Union President being copied on internal Officer emails. He advised that this recently occurred involving internal emails between Officers regarding the ladder truck. He respectfully requested a copy of the Collective Bargaining Agreement so he could know what they were supposed to know and how they were supposed to operate.

Finally, Mr. Splendido commented that as far as he was concerned the scheduling of volunteers as a stipend crew to cover holidays when the career staff are off was going to stop.

Supervisor Fox responded that the volunteers are valued in the community and that the Board would be happy to look into their concerns into what was said, who was copied and

whether it was appropriate or not. He noted that if the Collective Bargaining Agreement is allowed to be released under the Right to Know Law and if the request was submitted it would be honored. Finally, he commented that if there is something that needs to be addressed as it concerns the career staff we will try to address it with them.

Solicitor Robert J. Iannozzi, Esquire announced that the Board had met in an executive session at 7:30 p.m. this evening to discuss the Cutler Development which is a matter of potential litigation, as well as the Zoning Hearing Board application of 243 Twining Road and the Welsh Road Retail LP tax issue which was resolved and will be formally addressed under other business. Mr. Iannozzi stated that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Candyce Fluehr Chimera made a motion to approve the minutes of the August 27, 2018 Board of Supervisors meeting, and Supervisor Tanya C. Bamford seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Director of Planning and Zoning Bruce Shoupe reported that Timberlane Inc. (RMS Development Company LP) has requested a waiver of the Township's formal land development process for their property located at 150 Domorah Drive. The applicant proposes to construct a new parking lot for 25 cars on their Domorah Drive frontage of the property. Zoning Hearing Board relief was granted on October 4, 2017 to allow parking within the front yard setback of the property. Attorney Christen Pionzio, Esquire, representing the applicant, was present and acknowledged receipt of the proposal resolution and acceptance of the terms of the resolution. Resolution #1 made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Tanya Bamford and adopted unanimously, approved the Waiver of Formal Land Development Application for Timberlane Inc., 150 Domorah Drive, Parking Lot Expansion – M-17-99.

Director of Recreation and Community Center Floyd Shaffer introduced Derek Muller, Recreation Program Supervisor and Mary Griffith-Alfarano, Chair of the Township's Autumn Festival Committee who presented an overview of the activities and timeline relative to the

upcoming community special event scheduled for Saturday, October 6, 2018. Autumn Festival 2018 will be held from Noon to 5:00 p.m. in and around the William F. Maule Park at Windlestrae. In the event of inclement weather, a modified Autumn Festival will be held inside the Montgomery Township Community and Recreation Center. The event will have over 40 vendors, amusement rides, pony rides, Star Wars character appearances, petting zoo, pumpkin decorating, scarecrow making, K-9 demonstrations and a helicopter landing. This year, the amusements will be sectioned off by age groups and are tripled in the number of amusements featured. Daylong wristbands are \$8 for adults and \$12 for children. Presale wristbands, available now, are \$5 for adults and \$8 for children. Parking will be available onsite and in the event of rain, parking will be available at Keystone Fellowship Church, 427 Stump Road, and Penn Manufacturing Industries, 506 Stump Road, with handicap parking at the Community and Recreation Center.

Director of Recreation and Community Center Floyd Shaffer reported that the Park and Recreation Board has been discussing the Disc Golf Course at Windlestrae Park. Township residents Charles Vesay and Charles Ziegler have brought several proposals to improve, upgrade, and relocate the layout of the course. The Park Board considered these proposals and selected the one which is intended to be a Family and Senior Citizen friendly design. The new design incorporates relatively short walking distances between holes and a shorter course than the current one. The newly proposed location for the course is a site that circles the Hennings Field/Cornfield section of the William F. Maule at Windlestrae Park. At their August meeting, the Park Board voted unanimously to recommend to the Board of Supervisors the relocation proposal of the Disc Golf course to the Hennings/Cornfield area of Windlestrae Park. Vice Chairman Michael J. Fox, liaison to the Park and Recreation Board stated that the board wanted to improve on the current course and place it in a more accessible location. Supervisor Tanya Bamford inquired if anyone uses the current course and if the move would upset others who might be using it now. Vice Chairman Michael J. Fox said that the new location would be more

suitable to all ages; the course would be shorter, not highly competitive and will attract more users than before. It was requested that Township staff promote the new course location once it is relocated. Resolution #2 made by Vice Chairman Michael J. Fox, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved the relocation of the Windlestrae Park Disc golf course to an area that circles the Henning's Field/Cornfield portion of the William F. Maule Park at Windlestrae.

Director of Finance Ami Tarburton reported that each year the Board of Supervisors and the Township staff participate in budget workshops. The workshops are held in the Board Conference Room, starting at 6:30 p.m., and normally run until approximately 8:30 p.m. It is anticipated that four dates will be needed. Resolution #3 made by Vice Chairman Michael J. Fox, seconded by Supervisor Tanya C. Bamford and adopted unanimously, authorized the Township Manager to advertise for public meetings for the proposed 2019 Budget workshops to be held on: Thursday, October 11, 2018, Tuesday, October 16, 2018, Thursday, October 25, 2018, Monday, October 29, 2018 and Tuesday, October 30, 2019, if needed.

Director of Finance Ami Tarburton reported that Act 205, Section 304 requires that the Chief Administrative Officer for Montgomery Township submit the Minimum Municipal Obligation (MMO) for the upcoming budget year to the Board on or before the last business day in September. The MMO is the calculated funding obligation to the Township's Police and Non-Uniform Employee Pension Plans. Resolution #4 made by Supervisor Matthew W. Quigg, seconded by Supervisor Tanya C. Bamford and adopted unanimously, accepted the 2019 MMO for the Montgomery Township Police Pension Fund in the amount of \$851,857 and the 2019 MMO for the Montgomery Township Non-Uniform Employee Pension Fund in the amount of \$344,184.

Chief of Police J. Scott Bendig reported that the Police Department has received numerous complaints of vehicles parked on the side of the road on Regency Drive between Hartman Road and Drake Lane. After following up on the complaint, the Police Department

determined that it was a safety issue and that parking should be prohibited. This will also assist the Township with plowing efforts during the winter. An ordinance is required to make this change. Resolution #5 made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved Ordinance #18-308 – Amending Code to Prohibit Parking – Regency Drive between Hartman Road and Drake Lane.

Chief of Police J. Scott Bendig reported that the Montgomery Township Police Department participates in the Montgomery County SWAT – Central Region Team. Currently, the Police Department has two officers, Sergeant Thomas Ward and Officer John Rushin, assigned to Montgomery County SWAT. Officer John Rushin is scheduled to attend Basic/Intermediate Explosive Breaching School sponsored by the Virginia Beach Police Department in Chesapeake, Virginia from September 16, 2018 to September 22, 2018. The training is designed to teach participants the necessary skills required to become a SWAT operation breacher. In addition, Montgomery County SWAT is scheduled to attend training at Fort Dix in New Hanover Township, New Jersey from October 16, 2018 to October 18, 2018. The training will consist of team movements, search techniques and firearms training in a multitude of environments not readily available in our area. It is recommended that Sergeant Thomas Ward and Officer John Rushin be authorized to attend this training. Resolution #6 made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Tanya C. Bamford and adopted unanimously, approved the training requests for Officer John Rushin and Sergeant Thomas Ward.

Chief of Police Scott Bendig reported that Montgomery Township Highway Safety Officer David Dunlap has prepared a grant application to the Pennsylvania Department of Transportation on behalf of the Montgomery Township Regional DUI Enforcement Team. The Team was established in 1993 to combat the serious problem of drivers operating vehicles while impaired due to alcohol or drugs and removing those drivers from the highways. Montgomery Township serves as the administrator and the grant funds are used to support sobriety

checkpoint operations and roving DUI patrols. The grant amount requested is \$100,000.00 and will provide funding for the purchase of equipment and payment of overtime enforcement activities. Resolution #7 made by Supervisor Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved the submission of the 2019/2020 DUI Grant on behalf of the Montgomery Township Regional DUI Enforcement Team in the amount of \$100,000.00.

A motion to approve the payment of bills was made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Matthew W. Quigg, and adopted unanimously, approving the payment of bills as submitted.

Under other business, Chairman Candyce Fluehr Chimera asked the Board to consider a motion to approve the settlement offer of principal and interest in the amount of \$9,692.09 for the Welsh Road Retail LP Business Tax Matter. The motion was made by Vice Chairman Michael J. Fox, seconded by Supervisor Matthew W. Quigg and adopted unanimously.

Chairman Candyce Fluehr Chimera also made a request to consider a motion to authorize the Township Solicitor to intervene on behalf of the Township in the Zoning Hearing Board matter of William Kane, 243 Twining Road, and present the case of the Township in opposition to the application. The motion was made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Jeffrey W. McDonnell and adopted unanimously.

There being no further business to come before the Board, the meeting adjourned at 8:45 p.m.



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

SUBJECT: Consider Conditional Use Application #C-70 - Henderson Partnership – Redline Athletics Youth Athletic Training Center at 101 Commerce Drive

MEETING DATE: September 24, 2018

ITEM NUMBER: #6.

MEETING/AGENDA: WORK ACTION XX NONE

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

INITIATED BY: Bruce Shoupe  
Director of Planning and Zoning

BOARD LIAISON: Candyce Fluehr Chimera  
Chairman

BACKGROUND:

The applicant, Henderson Partnership, is seeking Conditional Use approval to allow RedLine Athletics Youth Athletic Training Center to occupy 10,000 sf of tenant space at 101 Commerce Drive. The property is currently zoned I-Industrial and currently occupied by Lymphacare (durable medical goods) 4,000 sf and Master Tech Automotive repair, 6,000 sf. RedLine Athletics proposes to occupy the remaining 10,000 sf. This use is permitted by Conditional Use approval.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

The applicant was granted relief from the Zoning Hearing Board on August 1, 2018 allowing 63 parking spaces whereas 73 spaces are required for the combined uses

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: None.

RECOMMENDATION:

Provide Staff with any recommendation regarding this application.

MOTION/RESOLUTION:

The resolution is attached.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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



Resolution #

WHEREAS, Henderson Partnership, has submitted an application to the Township of Montgomery for Conditional Use approval to allow Redline Athletics Youth Athletic Center in property located at 101 Commerce Drive.

WHEREAS, said application was submitted in compliance with Section 230-103C(2) and Section 230-156.2.C of the Zoning Code; and

WHEREAS, the Board has considered said application, the evidence presented at this hearing, and compliance with the recommendations of the Township staff and consultants, and the opinions of the citizens of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Conditional Use Application for Henderson Partnership, Redline Athletics Youth Athletics Training subject to compliance with the all applicable Conditional Use review letters. This approved Conditional Use shall be in strict conformance with the testimony and exhibits presented at this hearing.

MOTION BY:

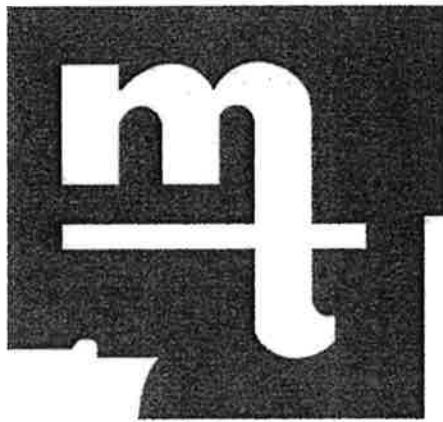
SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, R. Dunlevy, B. Shoupe, M. Gambino, MCPC, MTPC, J. Goldstein, K. Amey, K. Johnson, Minute Book, Resolution File, File

# Application for Conditional Use



RECEIVED

AUG 06 2018

MONTGOMERY TOWNSHIP

Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Telephone: 215-393-6920

Fax: 215-855-1498

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

**Application for Conditional Use**

**Township of Montgomery, Montgomery County, Pennsylvania**

**Notice Of Appeal**

Appellant: Name: Rolland H. Henderson and Philip L. Henderson

Address: 1311 Foulkeways, Gwynedd, PA 19436

Phone: 215-353-0481 Fax:

E-Mail rolland501@yahoo.com

Owner: Name: Same

Address:

Phone:  Fax:

E-Mail

Attorney: Name: Christen G. Pionzio, Esquire

Address: 375 Morris Road, P.O. Box 1479

Lansdale, PA 19446

Phone: 215-661-0400 Fax: 215-661-0315

E-Mail cpionzio@hrmml.com

Notice of Appeal

Page 2

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

1. Brief Description of Real Estate Affected:

Block and Unit Number Block 18B, Unit 17

Location 101 Commerce Drive

Lot Size 2.31 acres

Present Use Manufacturing/office/warehouse

Present Zoning Classification LI - Limited Industrial

Present Improvements Upon Land 20,000 sq. ft. commercial building

Deed Recorded at Norristown in Deed Book 6016 Page 1930

2. Specific reference to section of the Zoning Ordinance upon which application is based.  
Section 230-103.C.(2)

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

The applicant proposes to lease 10,000 sq. ft. of the building for a Fitness Center use. The proposed tenant is RedLine Athletics Youth Athletic Training Center, a fitness training center for athletes between the ages of 8 and 18.

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

The applicant can comply with the standards and criteria contained in Section 230-156.2 "Procedures and standards for conditional use approval" and complies with all applicable zoning ordinance provisions and obtained the required variances from the Zoning Hearing Board relative to parking for the proposed use.

5. Has previous application for conditional use been filed in connection with these premises?  
\_\_\_\_\_ Yes        X   No

NOTE:

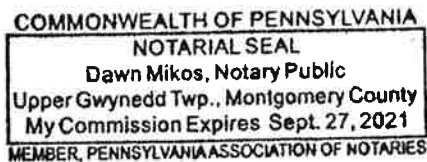
If more space is required, attach a separate sheet and make specific reference to the question being answered.

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS

  2ND   DAY OF   AUGUST   20  18  

  
\_\_\_\_\_  
Notary Public



  
\_\_\_\_\_  
Appellant's or Owner's Signature  
*Attorney for Applicant*



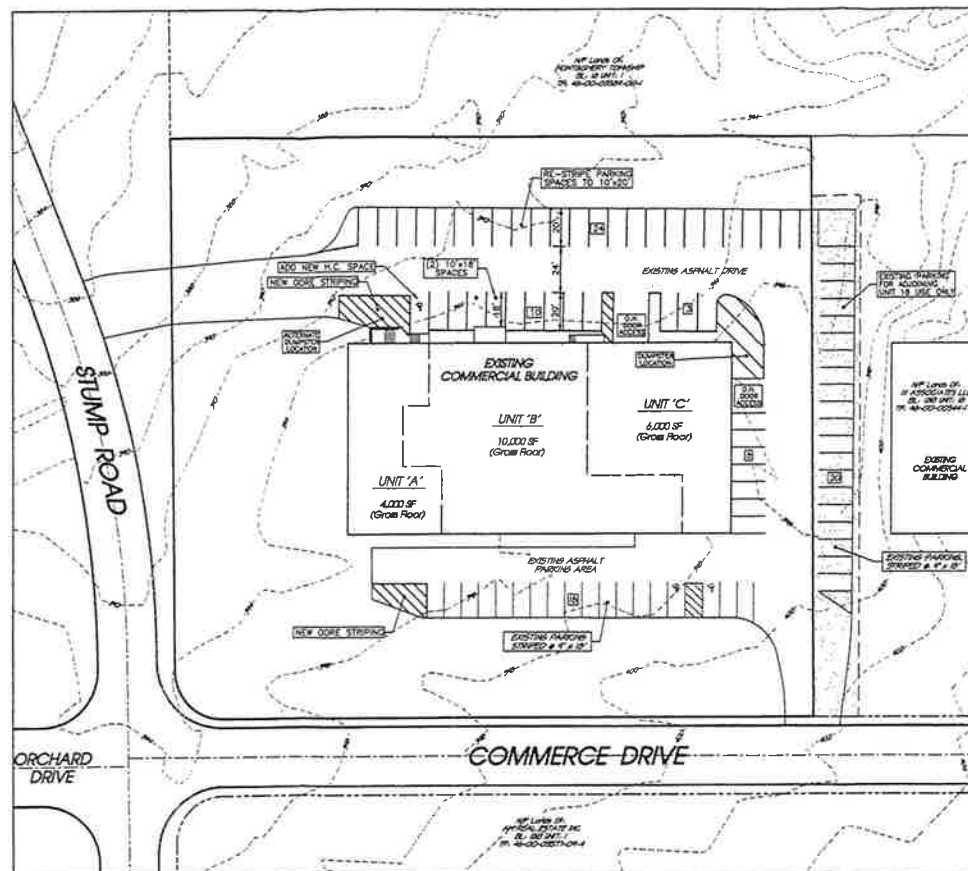
### GENERAL PLAN NOTES

### HAIR CUTTING PLANS AND SUPPLY NOTES

- [illegible]

BASE DEVELOPMENT NOTES:

- [illegible]



### PARKING REQUIREMENTS SCHEDULE


per 22-230-130. All use groups (not provided with different specific dimensional standards elsewhere in this Zoning Ordinance) shall provide a parking space of 10 ft in width by 20 ft in length and having an area of 200 sq ft.

A. **STREET** 22-230-130 - **Office** = (1) Space per 200 SF of gross floor area  
 $\frac{2,350 \text{ SF}}{200} = 11.75$  Spaces  
 22-230-130 - **Other Commercial** = (1) Space for every 1,000 SF of floor area

1.500 S.F. / 1,000 = 1.5 Spacers  
 B. UNIT C: 23' = 38 (21) C = Fiberglass Gravel = (1) Spacer per 200 SF of gross floor area  
 16,000 S.F. / 200 = 80 Spacers  
 C. UNIT C: 23' = 38 (21) C = Gravel = (1) Spacer per 200 SF of gross floor area  
 300 S.F. / 200 = 1.5 Spacers  
 23' = 38 (21) C = Other Gravel/Gravel = (1) Spacer for every 1,000 SF of floor area  
 5,500 S.F. / 1,000 = 5.5 Spacers

TOTAL Required Spaces = 73 SPACES  
TOTAL Provided Spaces = 63 SPACES Existing On-Premises

### PLAN LEGEND

-  Tree Boundary Line  
 Existing Right-of-Way Line  
 Existing Right-of-Way Boundary



Scale in cm



CALL 1-800-242-1777

[illegible]

and H. & Phillip L.  
HENDERSON  
1717 Swartham Rd.  
Pleasanton, PA 15051

Roll	Apply
------	-------

817

EDITIONS:  
IN EXHIBIT  
DRIVE  
County - PE  
SOCIETY  
BUILDING E

W & ASSOC  
CIVIL CON

EXISTING S  
ING APP  
I COM  
DODRO  
RACIAL /

ZONIN 10

Exh. THB-2018

Lab No.	18-061-0
Pub Date	JULY 06, 2018
Spec No.	

*1 or 1*





RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Jeanne Sorg*

One Montgomery Plaza  
Swede and Airy Streets ~ Suite 303  
P.O. Box 311 ~ Norristown, PA 19404  
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6016 PG 01930 to 01934.2  
INSTRUMENT # : 2016073141  
RECORDED DATE: 09/23/2016 01:35:02 PM



3386077-0008Z

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 7

**Document Type:** Deed  
**Document Date:** 09/19/2016  
**Reference Info:**

**Transaction #:** 3447952 - 1 Doc  
(s)  
**Document Page Count:** 4  
**Operator Id:** hlattanz

**RETURN TO:** (Mail)  
WILLIAM H. BRADBURY III  
1250 GERMANTOWN PIKE  
SUITE 300  
PLYMOUTH MEETING, PA 19462-2444

**PAID BY:**  
WILLIAM H BRADBURY III

**\* PROPERTY DATA:**

**Parcel ID #:** 46-00-03577-10-3  
**Address:** 101 COMMERCE DR

**Municipality:** PA  
Montgomery Township  
(100%)  
**School District:** North Penn

**\* ASSOCIATED DOCUMENT(S):**

**CONSIDERATION/SECURED AMT:** \$1.00

**FEES / TAXES:**

Recording Fee:Deed	\$95.00
Affidavit Fee	\$1.50
Additional Names Fee	\$0.50
Affordable Housing Names	\$2.00
<b>Total:</b>	<b>\$99.00</b>

DEED BK 6016 PG 01930 to 01934.2  
Recorded Date: 09/23/2016 01:35:02 PM  
I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office in  
Montgomery County, Pennsylvania.



*Jeanne Sorg*

Jeanne Sorg  
Recorder of Deeds

Rev1a 2016-01-29

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL



MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
46-00-03577-10-3 MONTGOMERY  
101 COMMERCE DR

HENDERSON PHILLIP L & ROLLAND H \$15.00  
B 0188 U 017 L 3325 DATE: 09/23/2016 TG

Prepared By: William H. Bradbury, III, Esquire  
1250 Germantown Pike, Suite 300  
Plymouth Meeting, PA 19462-2444  
(610) 834-1750

Return To: William H. Bradbury, III, Esquire  
1250 Germantown Pike, Suite 300  
Plymouth Meeting, PA 19462-2444  
(610) 834-1750

Montgomery County

SEP 23 2016

Recorder of Deeds

PARCEL #46-00-03577-10-3

THIS INDENTURE, Made this *19<sup>th</sup>* day of *September*, 2016.

**BETWEEN** PHILLIP L. HENDERSON and ROLLAND H. HENDERSON, t/a HENDERSON PARTNERSHIP under Agreement dated November 11, 1994 as equal partners (hereinafter called "Grantors") and PHILLIP L. HENDERSON and ROLLAND H. HENDERSON, equal tenants in common (hereinafter called "Grantees"), each to hold a one-half interest.

**WITNESSETH**, that the said Grantors for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said Grantees, their heirs and assigns as equal tenants in common, each to hold a one-half interest.

**ALL THAT CERTAIN** lot or piece of ground with the buildings and improvements thereon erected situate in Montgomery Township, Montgomery County, Pennsylvania, and described according to a certain Plan of Subdivision made for Montgomeryville Industrial Center, Inc., by Urwiler and Walter, Inc., dated April 17, 1969 and last revised June 19, 1970 as follows, to wit:-

**BEGINNING** at a point of tangent on the Southeasterly side of Stump Road (50 feet wide) said point being at the distance of 39.27 feet measured on the arc of a circle curving to the right having a radius of 25.00 feet from a point of tangent on the Northeasterly side of Commerce Drive (50 feet wide); thence extending from said point of beginning North 41 degrees 15 minutes East along the Southeasterly side of Stump Road 275.15 feet to a point, a corner of lands now or late of Abram Moore; thence extending South 49 degrees 05 minutes East along the last mentioned lands partly through the bed of an existing right of way (of irregular width) 335.01 feet to a point, a corner of Lot Number 30 on said Plan; thence extending South 41 degrees 15 minutes West along Lot Number 30,

crossing the Southwesterly side of said existing tree right of way; (of irregular width) 302.10 feet to a point on the Northeasterly side of Commerce Drive, aforesaid; thence extending North 48 degrees 45 minutes West along the Northeasterly side of Commerce Drive 310.00 feet to a point of curve; thence extending on the arc of a circle curving to the right having a radius of 25.00 feet the arc distance of 39.27 feet to the first mentioned point of tangent and place of beginning.

**CONTAINING** in area, 2.3127 acres more or less.

**BEING** Lot Number 29, as shown on the above mentioned Plan.

**BEING** Parcel No. 46-00-03577-10-3.

**BEING** the same premises that the Hatfield Township Industrial Development Authority by deed dated May 2, 2011 and recorded in the Office for the Recording of Deeds of Montgomery County, Pennsylvania, at Deed Book 5802 pages 00247, etc. on May 25, 2011 granted and conveyed unto Phillip L. Henderson and Rolland H. Henderson, t/a Henderson Partnership, in fee.

This transfer is exempt from Realty Transfer Tax as a transfer held in the name of an association where the grantees own an interest in the association in the same percentage as the grantees' interest in the real estate being conveyed and the grantees have held their interests in the association for more than 2 years. Regulation §91-193(b)(13).

**TOGETHER** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in, and to the same.

**TO HAVE AND TO HOLD** the said lot or piece of ground with described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

**AND** the said Grantors, their heirs, executors, administrators and assigns, do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that the said Grantors and their heirs, executors, administrators and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the

appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors and their heirs, executors, administrators and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, from or under them or any of them, shall and will **WARRANT** and forever **DEFEND**.

**IN WITNESS WHEREOF**, the parties hereunto set their hands and seals, the day and year first above written.

Witness: William G. Bouldry Phillip L. Henderson (Seal)  
Phillip L. Henderson, Co-Partner

Witness: William G. Bouldry Rolland H. Henderson (Seal)  
Rolland H. Henderson, Co-Partner

trading as the Henderson Partnership  
under Agreement dated  
November 11, 1994

Commonwealth of Pennsylvania  
County of Montgomery :SS:

On the 19<sup>th</sup> day of September, 2016, before  
me Judith M. Blubaugh, the undersigned officer, personally  
appeared Phillip L. Henderson and Rolland H. Henderson, who acknowledged  
themselves to be all of the partners of the Henderson Partnership under  
Agreement dated November 11, 1994, and that as such partners, being  
authorized to do so, executed the foregoing instrument for the purposes therein  
contained by signing the name of the partnership by themselves as partners.

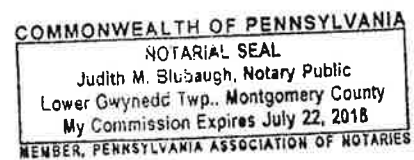
In Witness Whereof, I hereunto set my hand and official seal.

Judith M. Blubaugh  
Notary Public

My Commission Expires: July 22, 2018

The address of the above-named Grantee  
is: 1717 Bethlehem Pike, Flourtown, PA, 19031

[Signature]  
On behalf of the Grantees



REV-183 EX (2-15)



**pennsylvania**  
DEPARTMENT OF REVENUE  
Bureau of Individual Taxes  
PO BOX 280603  
Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

## RECORDER'S USE ONLY

State Tax Paid 6  
Book Number 6016  
Page Number 1930  
Date Recorded 9/23/16

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT** - All inquiries may be directed to the following person:

Name Rolland Henderson		Telephone Number: (215) 283-7368	
Mailing Address 1311 Foulkeways	City Gwynedd	State PA	ZIP Code 19430

**B. TRANSFER DATA**

Date of Acceptance of Document <u>9/19/2016</u>			
Grantor(s)/Lessor(s) See attached	Telephone Number: See attached	Grantee(s)/Lessee(s) See attached	Telephone Number: See attached
Mailing Address		Mailing Address	
City	State	ZIP Code	City
			State
			ZIP Code

**C. REAL ESTATE LOCATION**

Street Address 101 Commerce Drive		City, Township, Borough Montgomery Twp.	
County Montgomery	School District North Penn	Tax Parcel Number 46-00-03577-10-3	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation? ☐ Y ☒ N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value 673,120.00	5. Common Level Ratio Factor x 1.78	6. Computed Value = 1,198,154.00

**E. EXEMPTION DATA** - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 1,198,154.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

**2. Check Appropriate Box Below for Exemption Claimed.**

- ☐ Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed.) Regulation 91.193(b)(13) Partnership acquired property 05/02/11; interests are 50% each.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

9/23/16

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**

REALTY TRANSFER TAX  
STATEMENT OF VALUE

**BOX B:**

Grantor: Phillip L. Henderson and  
Rolland H. Henderson,  
trading as Henderson Partners

Telephone: 215-283-7363

Address: 1717 Bethlehem Pike  
Flourtown, PA 19031

Grantees: Phillip L. Henderson  
288 Maple Avenue  
Doylestown, PA 18901  
215-348-2799

Rolland H. Henderson  
1311 Foulkeways  
Gwynedd, PA 19436  
215-283-7363



September 5, 2018

File No. 2018-08039

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

Reference: Conditional Use Application – C-70  
Redline Athletics Youth Athletic Training Center  
101 Commerce Drive  
Tax Map Parcel Numbers: 46-00-03577-10-3, Block 18B – Unit 17

Dear Bruce:

As requested, Gilmore & Associates, Inc. has reviewed the information listed below with regard to the conditional use application referenced above and offers the following comments for consideration by the Montgomery Township Board of Supervisors.

**I. SUBMISSION**

- A. Conditional Use Application for Redline Athletics Youth Athletic Training Center, prepared by Christin G. Pionzio, Esquire, dated August 2, 2018.

**II. GENERAL**

The applicants, Rolland H. Henderson and Phillip L. Henderson, are the owners of the property located at 101 Commerce Drive. The subject property is a 2.3-acre lot improved with a 20,000 square foot building and sits within the LI – Limited Industrial District. The existing building is currently occupied by two tenants, LymphaCare utilizing a 4,000 square foot space labeled unit “A” for office and warehouse and Master Tech Auto utilizing a 6,000 square foot space for office and automotive repair in unit “C”. The applicant is proposing a 3rd tenant to occupy the remaining 10,000 square foot space. The proposed tenant is a youth fitness training center, which is subject to Conditional Use approval. The applicant was granted relief in regards to parking requirements prior to submitting the Conditional Use application for the Board of Supervisor’s review from the following provisions of the Code of Montgomery Township.

- Section 230-134 – Variance in order to allow 63 parking spaces rather than the required 73 spaces.
- Section 230-138 – Variance in order to allow 18 existing 9×18 parking spaces at the front of the building and propose 2 new 9×18 parking spaces at the rear of the building rather than the required size of 10×20.

The proposed use is permitted by conditional use within the LI – Limited Industrial District. The application does not include site improvements external to the building.

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 Phone: 215-345-4330 | Fax: 215-345-8606  
[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

### III. REVIEW COMMENTS

#### A. Zoning Ordinance (Chapter 230)

Based on our review, the proposed use appears to comply with the applicable requirements of the Montgomery Township Zoning Ordinance (§230-103.C(2)). We offer the following comments for consideration by the Board of Supervisors.

1. §230-103.C(2) – We defer verification of any interior accessory uses to the Township Building Permit review.
2. §230-112 – No waste, rubbish and discarded materials shall be stored outside of the building unless it is placed within a completely fenced-in area so as to conceal the materials. A detail for the dumpster area and enclosure shall be included with any future application submission.
3. §230-156.2.C(2) – We defer review of any proposed signage to the Township Zoning Officer.

#### B. General

1. We recommend that the number and location of accessible parking spaces and accessible routes be reviewed and approved at the time of building permit application, when the locations of ingress and egress are known.
2. We defer review of all landscaping, lighting, and traffic requirements to the Township Landscape Architect, Township Lighting Consultant, and Township Traffic Engineer, respectively.

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

Sincerely,



James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

JPD/si

cc: Lawrence J. Gregan, Manager – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Richard Lesniak, Director of Fire Services – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Ken Amey, AICP  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
Rolland H. Henderson and Phillip L. Henderson  
Christin G. Pionzio, Esq. - HRMML  
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.





**Boucher & James, Inc.**  
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERING

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

2756 Rimrock Drive  
Stroudsburg, PA 18360  
570-629-8300  
Fax 570-629-0306  
Mailing:  
P.O. Box 699  
Bartonville, PA 18321

559 Main Street, Suite 230  
Bethlehem, PA 18018  
610-419-9407  
Fax 610-419-9408

[www.bjengineers.com](http://www.bjengineers.com)

September 4, 2018

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

**SUBJECT: REDLINE ATHLETICS  
CONDITIONAL USE APPLICATION  
TOWNSHIP NO. C-70  
PROJECT NO. 1855330R**

Dear Mr. Gegan:

Please be advised that we have reviewed the Conditional Use Application submitted by Rolland H. Henderson and Philip L. Henderson dated August 2, 2018. The application seeks conditional use approval for an indoor athletic facility to be located within a portion of the existing building at 101 Commerce Drive, in accordance with the requirements of ZO Section 230-103.C(2). The site is located at the intersection of Stump Road and Commerce Drive, within the I.I Limited Industrial District. No improvements to the exterior of the existing building or to the site are proposed.

ZO Section 230-156.2.C(6) requires that one of the standards and criteria to be used in deciding conditional use applications shall be "screening of the proposed use from adjacent uses is sufficient to prevent the deleterious impact of the uses upon each other, considering the type, dimension and character of the screening." We note that as no improvements to the exterior of the existing building or the site are proposed, and the site is located within an industrial park with existing vegetation along the rear property line, it does not appear that any additional buffering is required.

It does not appear that there are any other issues related to landscape requirements with regard to the request for Conditional Use Approval.

Sincerely,

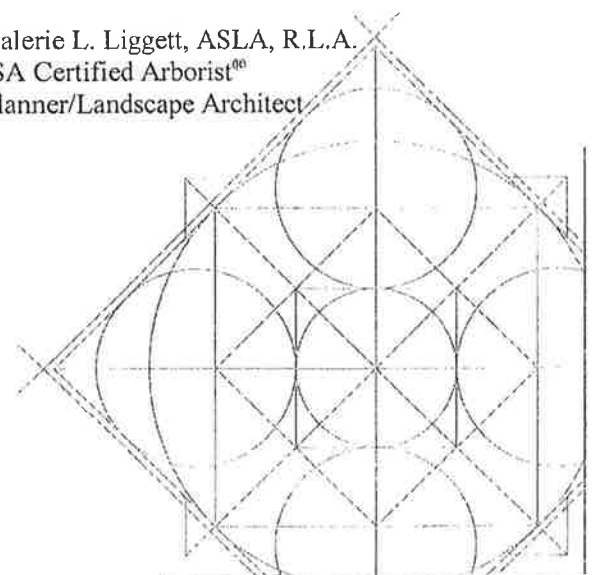
Judith Stern Goldstein, ASLA, R.L.A.  
Managing Director

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

JSG/vll/kam

cc: Board of Supervisors  
Planning Commission  
Bruce Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer  
Mary Gambino, Project Coordinator  
Jim Dougherty, P.E., Gilmore & Associates  
Kevin Johnson, P.E., Traffic Planning & Design  
Ken Amey, AICP  
Rolland H. Henderson and Philip L. Henderson  
Christen G. Pionzio, Esquire

P:\2018\1855330R\Documents\Correspondence\Review Letters\CUReview.001.doc





## 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: Bruce S. Schoupe  
Director of Planning and Code Enforcement

From: J. Scott Bendig, Chief of Police

Date: September 4, 2018

Re: Application for Conditional Use C-70  
101 Commerce Drive  
Date of Plan: July 9, 2018

---

A review of the Application for Conditional Use for 101 Commerce Drive was conducted on this date. There are no areas of concern to the police department at this time.

Thank you for the opportunity to review this conditional use application. Please contact me if you have any issues or concerns.

**KENNETH AMEY, AICP**  
professional land planner

September 5, 2018

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

Re: Conditional Use Application C-70  
Redline Athletics Youth Athletic Training Center  
101 Commerce Drive

Dear Bruce:

As requested, I have reviewed the Conditional Use application for the above referenced project. The subject property is within the LI-Limited Industrial Zoning District, is 2.3 acres in area, and is improved with a 20,000 square foot building. No additional site improvements are proposed as part of this application. The applicant would like to use a vacant 10,000 SF space within the existing building for its youth fitness training center. The Zoning Hearing Board has previously granted variance relief for parking space size and for the total number of required parking spaces.

Section 230-103.C(2) allows indoor athletic facilities in the LI District when conditional use approval is granted by the Board of Supervisors. Based on the application and narrative provided, I have no planning concerns with this proposal.

Please let me know if there are any questions.

Very truly yours,



Kenneth Amey

cc: Lawrence Gregan, Township Manager  
Frank Bartle, Esq., Township Solicitor  
Marianne McConnell, Deputy Zoning Officer  
James Dougherty, PE  
Judy Stern Goldstein, ASLA  
Kevin Johnson, PE  
Christen Pionzio, Esq.

1122 Old Bethlehem Pike  
Lower Gwynedd, PA 19002



phone: 215.283.9619  
fax: 215.646.3458  
kenamey@aol.com



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

**September 4, 2018**

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

**RE: 101 Commerce Drive**  
**Conditional Use Plan Review**  
*Montgomery Township, Montgomery County, PA*  
Montgomery Township C-70  
TPD No. MOTO-00124

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the following items:

- Conditional Use Application for the above-referenced site, dated August 2, 2018;
- Existing Site Conditions plan prepared by Woodrow & Associates, Inc., dated July 9, 2018.

Based on our review, we offer the following comments. While these comments are not necessarily conditional use items, TPD offers these comments so they can be addressed by the Applicant in the event that no further plans are provided for review.

1. The Existing Site Conditions plan indicates proposed revisions to the parking lot including restriping parking spaces and providing several gore areas. The gore area located near the northern corner of the building should have a tapered edge to transition eastbound traffic away from the gore area in lieu of providing a blunt edge.
2. Based on a review of Google Street View, it appears that there are no "Stop" signs provided for the driveway approaches to Stump Road and Commerce Drive. "Stop" signs (R1-1), sized 30" x 30" should be provided on both driveways.

We reserve the right to make additional comments as additional information is submitted.

Mr. Bruce S. Shoupe  
September 4, 2018  
Page 2

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin L. Johnson".

Kevin L. Johnson, P.E.  
*President*  
[kjohnson@TrafficPD.com](mailto:kjohnson@TrafficPD.com)

cc: Larry Gregan, Township Manager  
Mary Gambino, Township Project Coordinator  
Kevin Costello, Township Public Works Director  
Russ Dunlevy, P.E., Township Engineer  
Frank Falzone, P.E., TPD  
Jerry Baker, P.E., TPD  
Eric Hammond, TPD  
Christen Pionzio, Esq.  
Rolland H. Henderson  
Philip Henderson

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE, JR., VICE CHAIR  
JOSEPH C. GALE, 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

JODY L. HOLTON, AICP  
EXECUTIVE DIRECTOR

August 21, 2018

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

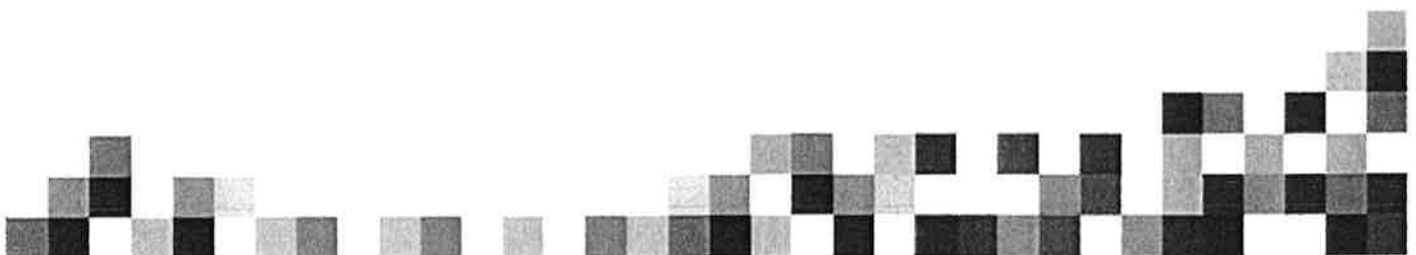
Re: MCPC #18-0180-001  
Plan Name: 101 Commerce Drive Redline Youth Athletic Training Center  
(1 lot comprising 2.31 acres)  
Situat: 101 Commerce Drive, near Stump Road  
Montgomery Township

Dear Mr. Shoupe:

We have reviewed the above-referenced conditional use application as you requested on August 8, 2018.  
We forward this letter as a report of our review.

## BACKGROUND

The applicants, Rolland H. and Phillip L. Henderson, propose to add a third tenant to the building at 101 Commerce Drive, just east of Stump Road. The property is a 2.3-acre lot zoned LI - Limited Industrial with a 20,000-square foot building that is currently occupied by two tenants using a combined 10,000 square feet. The current tenants utilize the building for office, warehouse space, and automotive repair. The third proposed tenant, a youth fitness training center, would occupy the remaining 10,000 square feet. Indoor athletic facilities are permitted by conditional use in Limited Industrial zones in Montgomery Township, per Township Code §230-103 C. (2), provided that the facilities are "in a building that has at least 20,000 square feet...although the [facility] does not need to use the whole building." Relief has been granted by the Montgomery Township Zoning Hearing Board for two variances regarding parking spaces: providing 10 fewer spaces for the combined uses than required and allowing smaller sized spaces.



## RECOMMENDATION AND COMMENTS

The Montgomery County Planning Commission (MCPC) generally supports the applicant's conditional use application, as we find no compelling reasons to prohibit the fitness center use in this building.

It was noted during review that the parking spaces on the eastern edge of the paved parking lot, along with half of the property's Commerce Drive access driveway, are actually part of the adjacent parcel. We would recommend that the Township ensure that the parking and access provisions between the two properties are properly codified for use beyond an informal agreement between the current property owners.

## CONCLUSION

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

Sincerely,



Matthew Popek, Senior Transportation Planner  
[mpopek@montcopa.org](mailto:mpopek@montcopa.org) – 610-278-3730

c: Rolland H. and Philip L. Henderson, Applicant  
Christen G. Pionzio, Esq., Applicant's Representative  
Lawrence Gregan, Twp. Manager  
Jay Glickman, Chrm., Twp. Planning Commission

Attachments: Aerial Photograph of Site  
Subdivision Record Plan

*Aerial – Redline Youth Athletic Training Center, Montgomery Township*



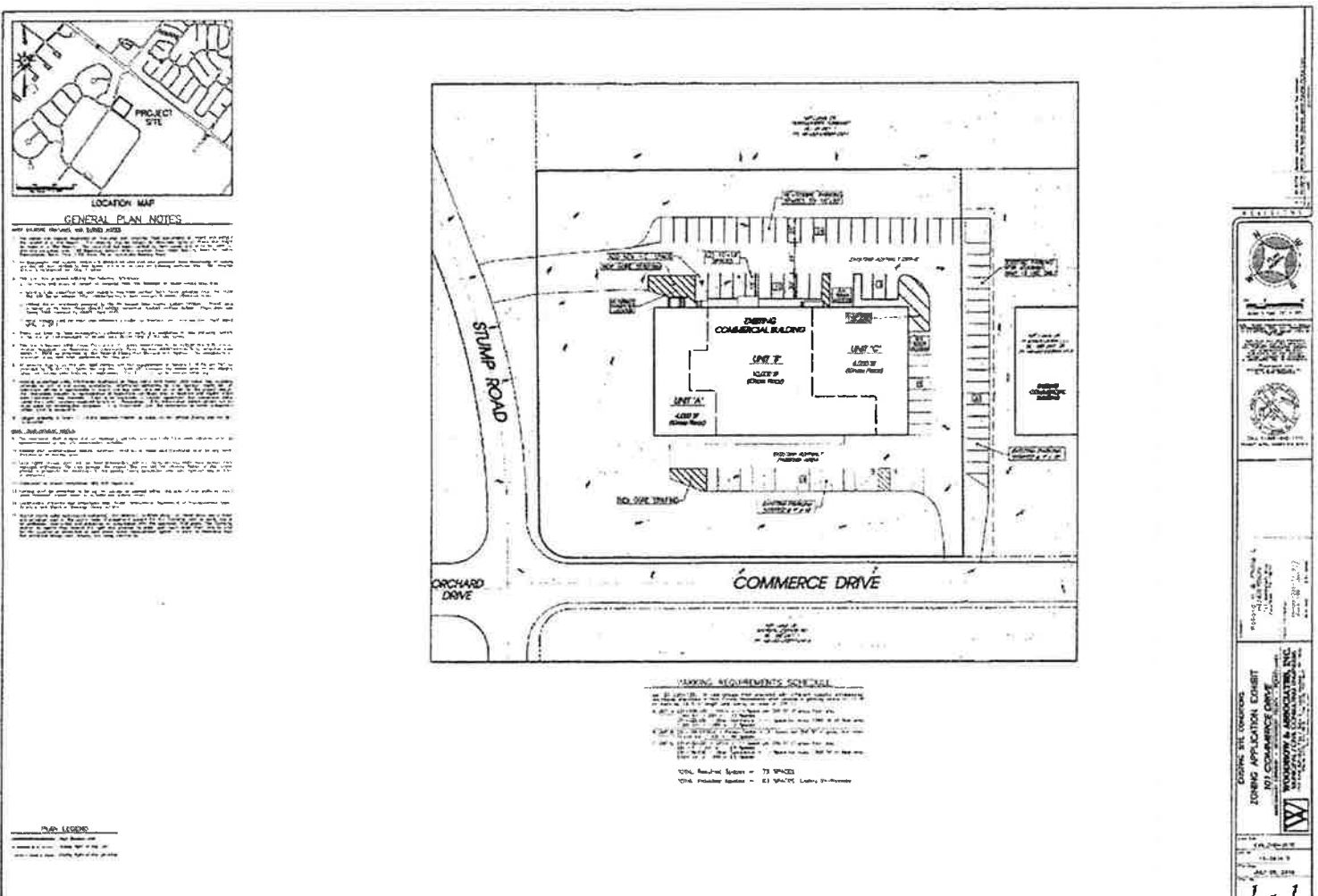
101 Commerce Drive Redline  
Youth Athletic Training Center  
180180001

Montgomery  
County  
Planning  
Commission  
Montgomery County Courthouse - Planning Commission  
PO Box 211 • Norristown PA 19384-0211  
p: 610 278 3722 • f: 610 278 3541  
www.montco.org/planning  
Year 2015 atlas / program / provided by the  
Delaware Valley Regional Planning Commission

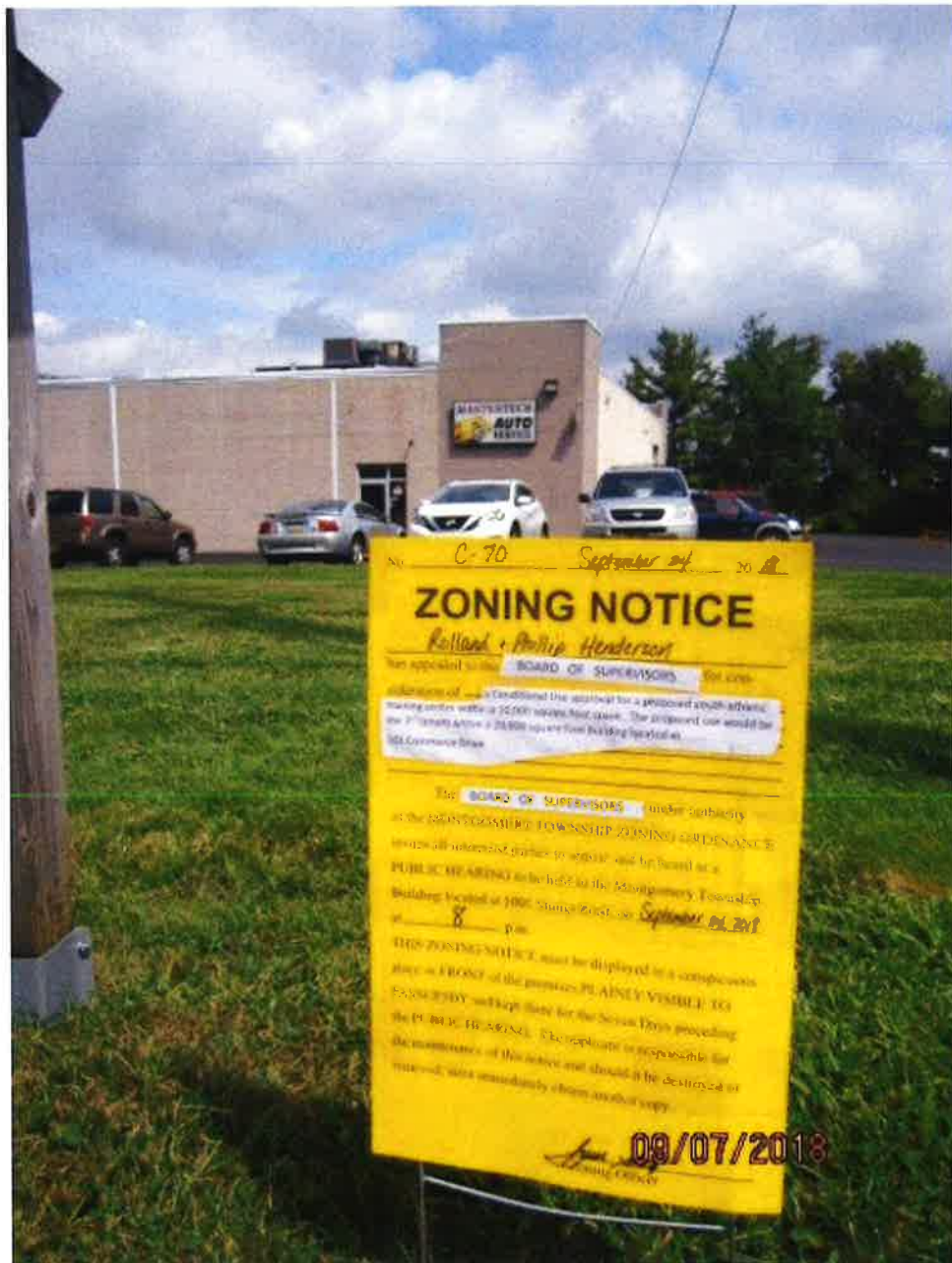




Conditional Use Plan – Redline Youth Athletic Training Center, Montgomery Township







No. C-70 September 24 2018

## ZONING NOTICE

Rolland + Phillip Henderson

has appealed to the BOARD OF SUPERVISORS for review.

Information of use: Conditional Use approval for a proposed youth athletic training center within a 25,000 square foot space. The proposed use would be the 2nd story above a 25,000 square foot building located at 1000 Commerce Drive.

The BOARD OF SUPERVISORS under authority

of the MONTGOMERY TOWNSHIP ZONING ORDINANCE to

review all proposed projects to accept and be heard at a

PUBLIC HEARING to be held at the Montgomery Township

Building located at 1000 Stumpe Road, on September 24, 2018

at 8 p.m.

THIS ZONING NOTICE must be displayed in a conspicuous

place in FRONT of the premises PLAINLY VISIBLE TO

PASSING TRAFFIC and kept there for the seven days preceding

the PUBLIC HEARING. The applicant is responsible for

the maintenance of this notice and should it be destroyed or

removed, must immediately obtain another copy.

09/07/2018





**ZONING ORDINANCE  
PLAN REVIEW  
Conditional Use # C-70**

DATE: August 20, 2018

PLAN REVIEW – Redline Athletics Youth Athletic Center

---

DEVELOPMENT NAME: Henderson Partners

LOCATION: 101 Commerce Drive

LOT NUMBER & SUBDIVISION: 1 lot

ZONING DISTRICT: Limited Industrial (LI) Overlay

PROPOSED USE: Indoor Athletics Center

ZONING HEARING BOARD APPROVAL REQUIRED? Granted – August 1, 2018 - #18070002

CONDITIONAL USE APPROVAL REQUIRED? YES

	Proposed	Required	Approved	Not Approved	N/A
USE	Indoor Recreation	Conditional Use			
HEIGHT	<35 ft	35 ft max			
LOT SIZE	2.31 acres	2 acres			
BUILDING COVERAGE	19.8 %	20 % max			
PARKING	63	74 min	X ZHB		
PARKING SPACE SIZE	10 FT X 20 FT	9 FT X 18 FT	X ZHB		
LOT WIDTH	310 ft	50 ft			
SETBACKS					
FRONT	100 ft	100 ft *	X		
SIDES	45 ft	25 ft	X		
REAR	113 ft	50 ft *	X		
GREEN AREA	53 %	Min 25%			
BUFFER	25'	25'	X		

ADDITIONAL COMMENTS

1. Zoning Hearing Board Approval granted August 1, 2018 reduction in required parking from 73 spaces to 63 spaces and to allow 18 parking spaces measuring 9x18 feet and two spaces 10x18 feet, rather than the 10x20 feet required.

  
ZONING OFFICER

9.20.18  
DATE

**IN AND BEFORE THE ZONING HEARD BOARD OF  
MONTGOMERY TOWNSHIP  
MONTGOMERY TOWNSHIP, PENNSYLVANIA**

**APPEAL NO. 18070002  
APPLICATION OF ROLLAND H. AND PHILLIP L. HENDERSON  
FOR VARIANCES  
FROM MONTGOMERY TOWNSHIP ZONING  
ORDINANCE SECTIONS §230-134 AND 230-138  
IN THE LI-LIMITED INDUSTRIAL DISTRICT**

**OPINION AND ORDER**

Pursuant to proper legal advertisement in Montgomery Newspapers on July 17, 2018 and July 24, 2018, a public hearing was held on August 1, 2018 commencing at 7:30 p.m. at the Montgomery Township Administration Building, 1001 Stump Road, Montgomeryville, Pennsylvania.

Present for the Zoning Hearing Board at the hearing were Edward Diasio, Chairman, L. Vincent Roth, III, Vice Chairman, and Deborah Grasso, Member. Mary Kay Kelm, Esquire was present as the Solicitor for the Zoning Hearing Board. Christen G. Pionzio, Esquire was present as counsel for the applicant. Also present at the hearing were Bruce S. Shoupe, Director of Planning and Zoning for Montgomery Township and Marianne J. McConnell, Deputy Zoning Officer of Montgomery Township.

At the hearing, the Notes of Testimony were taken and transcribed by Thomas P. Corcoran, an Official Court Reporter.

**EXHIBITS**

The following documents were marked for admission into evidence as follows:

- A-1 Site plan with parking
- A-2 Website photographs and information pertaining to Red Line Fitness center
- A-3 Letter from Lyle Myers

A-4 Letter dated June 13, 2017

A-5 Letter from Jim McGee

A-6 Letter from Scott King

A-7 Google Earth photograph

B-1 Proof of Publication dated July 17, 2018 and July 24, 2018

B-2 Posting of Hearing Notice dated July 19, 2018

B-3 Notification to Residents dated July 19, 2018

#### **FINDINGS OF FACT**

1. The subject property is a 2.31 acre lot with a commercial office building onsite, bearing the address of 101 Commerce Drive, Montgomery Township, Pennsylvania. It is located in the LI – Limited Industrial District. (N.T. p. 4 & *Application*).

2. The owner applicants are Rolland H. Henderson and Phillip L. Henderson, who were present for the meeting and were in agreement with all relief requested in the application. (N.T., p. 4, 21).

3. Three tenants are located on the property: LymphaCare in Unit A with fifteen parking spaces, an automobile repair store in Unit C with eight parking spots, and the proposed tenant for Unit B, Red Line Fitness, which requires fifty parking spaces pursuant to the Montgomery Township Zoning Ordinance. (N.T., p. 5-6).

4. Mr. James Duggan appeared and testified for the proposed tenant, Red Line Fitness. Mr. Duggan is buying a franchise of Red Line Fitness. (N.T., p. 8, 13).

5. The proposed tenant is a fitness center for youth athletes, rather than a traditional fitness center. It has a decreased need for parking given that parents drop off children at the site for ninety minute sessions. (N.T., p. 7-8).

6. Mr. Duggan testified that hours of operation for his fitness franchise would be 2pm to 9pm on weekdays, and 9am to 1pm on weekends. (N.T., p. 11).

7. Given the afternoon and evening operating hours, Red Line Fitness would utilize the parking onsite after the traditional daytime operations of the other two tenants. (N.T., p. 7).

8. Mr. Duggan testified that he expected an average of thirty-five young athletes on site per day, ranging in age from ten to seventeen years old. (N.T., p. 10).

9. Mr. Duggan testified that he expected to have two full time and two part time employees onsite besides himself, and could possibly grow to six-eight full time employees. (N.T., p. 11, 14).

10. No games or tournaments occur onsite which might require greater parking than that which presently exists. (N.T., p. 12).

11. Mr. Tim Woodrow, licensed professional engineer, appeared and testified on behalf of the applicants. (N.T., p. 19).

12. Mr. Woodrow prepared a site plan for parking spaces on existing impervious coveage. (N.T., p. 16).

13. The proposed parking decreased the size of the spaces to nine feet by eighteen feet, on the Commerce Drive side of the site, rather than the ten feet by twenty feet required by the Zoning Ordinance. The remainder of the parking spaces in the northern part of the site (closest to the entrance doors) would remain ten feet by twenty feet. *Id.*

14. Two spaces against the building would measure ten feet by eighteen feet. *Id.*



15. Mr. Woodward testified that there is no place on the property to add additional parking without compromising the safety of the turn aisles and ingress/egress. (N.T., p. 17).

16. The proposed plan provided for sixty-three total parking spaces, forty of which would be allocated to Red Line Fitness. (N.T., p. 18).

17. Mr. Woodward testified that, based upon his professional experience, he believed the parking to be adequate for the proposed fitness use. *Id.*

18. Mr. Woodward testified that a hardship existed on the property in that the Zoning Code did not adequately fit the particular use presented, “lumping” youth fitness in with those traditional fitness centers that service adults and require greater amounts of parking. (N.T., p. 19).

19. Mr. Woodward testified that the applicants had requested the minimum amount of relief necessary to afford reasonable use of the property. *Id.*

20. Mr. Woodward testified that the proposed relief was in keeping with the character of the neighborhood and was not adverse to the public health, safety and welfare. *Id.*

21. No members of the public were present to offer comment for or against the application. (N.T., p. 21).

### **CONCLUSIONS OF LAW**

22. The Applicants requested that the ZHB provide the requested relief by variances.

23. Section 910.2 of the Pennsylvania Municipalities Planning Code states that the ZHB shall hear and decide requests for Variances where it is alleged that the provisions of the Zoning Ordinance inflict unnecessary hardship upon the Applicant, 53 P.S. §910.2.

24. In order to grant the Variances, the ZHB must make the following findings where relevant:

(1) that there are unique physical circumstances or conditions, including irregularity ... and that the unnecessary hardship is due to such conditions;

(2) because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property;

(3) that such unnecessary hardship has not been created by the Applicant;

(4) that the variance will not alter the essential character of the neighborhood ... nor substantially or permanently impair the appropriate use or development of the property nor be detrimental to the public welfare; and

(5) that the variance will represent the minimum variance that will afford relief.

#### **DETERMINATION**

25. The Zoning Hearing Board finds that the property contains unique physical conditions in that contains multiple tenants with separate uses, each with independent parking requirements.

26. The property suffers hardship due to the above-referenced conditions, and variances are necessary to enable the reasonable use of the property.

27. The Zoning Hearing Board finds that the proposed parking for Red Line Fitness, given its less intensive use where parking is concerned, is the minimum variance that will afford relief.

28. The Zoning Hearing Board finds that the proposed reduction of parking spaces from seventy-three (required) to sixty-three (proposed) is the minimum variance that will afford relief.

29. The Zoning Hearing Board is persuaded that the proposed variances will not alter the character of the neighborhood nor be detrimental to the public welfare.

30. The Zoning Hearing Board grants the Applicants' request for variances from Montgomery Township Zoning Code Sections 230-134 (reduction of total parking spaces from seventy-three to sixty-three), and 230-138 (eighteen parking spaces measuring 9 x 18 feet and two spaces measuring 10 x 18 feet rather than the 10 x 20 feet required by the Ordinance).

**ORDER**

AND NOW, this 12<sup>th</sup> day of September, 2018, the Zoning Hearing Board of Montgomery Township hereby grants variances to Rolland and Phillip Henderson from the requirements of Montgomery Township Zoning Code Section 230-134 and Section 230-138, to reduce the required number of parking spaces from seventy-three to sixty-three, eighteen of which may measure 9 feet by 18 feet and two of which may measure 10 feet by 18 feet. The variances granted herein are subject to Applicant's strict compliance with the representations made at the hearing and contained in the Application.

**MONTGOMERY TOWNSHIP  
ZONING HEARING BOARD**

By: ED  
Edward Diasio  
Chairman

By: LVR III  
L. Vincent Roth III  
Vice Chairman

By: Deborah Grasso  
Deborah Grasso  
Member

**MONTGOMERY TOWNSHIP**  
**LEGAL NOTICE**

On Monday, September 24, 2018, after 8:00 P.M., the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will conduct a conditional use hearing on the application of Rolland H. Henderson and Philip L. Henderson to permit a 10,000 square-foot fitness center use within the 20,000 square-foot commercial building on the property located at 101 Commerce Drive, within the Township's LI-Limited Industrial District, further identified as tax parcel number 46-00-03577-10-3. The proposed tenant will be Redline Athletics Youth Athletic Training Center, which is a fitness training center for athletes between the ages 8 and 18. Applicants request conditional use approval under Article XVII, Section 230-103(C) [LI-Limited Industrial District/Use Regulations/Indoor Athletic Facilities by Conditional Use], in accord with Article XXI, Section 230-156.2 [Miscellaneous Provisions/Procedures and Standards for Conditional Use Approval] to permit the proposed fitness center use. All interested parties are invited to attend. A copy of the application may be examined at the Township building, Monday through Friday, during normal business hours: 9:00 A.M. to 4:00 P.M. Persons with disabilities wishing to attend the public meeting/hearing and requiring auxiliary aid or other accommodations to participate should contact the Montgomery Township Human Resources Coordinator 215-393-6900.

LAWRENCE J. GREGAN  
*Township Manager*

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TO BE INSERTED in The Reporter on Friday, September 7, 2018 and Friday, September 14, 2018. Please send Proof of Publication to Montgomery Township, Attn: Bruce Shoupe, 1001 Stump Road, Montgomeryville PA 18936.

**LEGAL NOTICES**

MONTGOMERY TOWNSHIP LEGAL NOTICE On Monday, September 24, 2018, after 8:00 P.M., the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will conduct a conditional use hearing on the application of Rolland H. Henderson and Philip L. Henderson to permit a 10,000 square-foot fitness center use within the 20,000 square-foot commercial building on the property located at 101 Commerce Drive, within the Township's LI-Limited Industrial District, further identified as tax parcel number 46-00-03577-10-3. The proposed tenant will be Redline Athletics Youth Athletic Training Center, which is a fitness training center for athletes between the ages 8 and 18. Applicants request conditional use approval under Article XVII, Section 230-103(C) [LI-Limited Industrial District/Use Regulations/Indoor Athletic Facilities by Conditional Use], in accord with Article XXI, Section 230-156.2 [Miscellaneous Provisions/Procedures and Standards for Conditional Use Approval] to permit the proposed fitness center use. All interested parties are invited to attend. A copy of the application may be examined at the Township building, Monday through Friday, during normal business hours: 9:00 A.M. to 4:00 P.M. Persons with disabilities wishing to attend the public meeting/hearing and requiring auxiliary aid or other accommodations to participate should contact the Montgomery Township Human Resources Coordinator 215-393-6900. LAWRENCEJ.GREGAN Township Manage LAN 9/7, 9/14 1-a

Appeared in: **Reporter** on Friday, 09/07/2018

[Back](#)

**LEGAL NOTICES**

MONTGOMERY TOWNSHIP LEGAL NOTICE On Monday, September 24, 2018, after 8:00 P.M., the Montgomery Township Board of Supervisors, during its regularly scheduled meeting, will conduct a conditional use hearing on the application of Rolland H. Henderson and Philip L. Henderson to permit a 10,000 square-foot fitness center use within the 20,000 square-foot commercial building on the property located at 101 Commerce Drive, within the Township's LI-Limited Industrial District, further identified as tax parcel number 46-00-03577-10-3. The proposed tenant will be Redline Athletics Youth Athletic Training Center, which is a fitness training center for athletes between the ages 8 and 18. Applicants request conditional use approval under Article XVII, Section 230-103(C) [LI-Limited Industrial District/Use Regulations/Indoor Athletic Facilities by Conditional Use], in accord with Article XXI, Section 230-156.2 [Miscellaneous Provisions/Procedures and Standards for Conditional Use Approval] to permit the proposed fitness center use. All interested parties are invited to attend. A copy of the application may be examined at the Township building, Monday through Friday, during normal business hours: 9:00 A.M. to 4:00 P.M. Persons with disabilities wishing to attend the public meeting/hearing and requiring auxiliary aid or other accommodations to participate should contact the Montgomery Township Human Resources Coordinator 215-393-6900. LAWRENCEJ.GREGAN Township Manager LAN 9/7, 9/14 1-a

Appeared in: **Reporter** on Friday, 09/14/2018

[Back](#)

Motion was made by the Montgomery Township Planning Commission on September 20, 2018, that the Conditional Use Application for Redline Athletics Youth Athletic Training center at 101 Commerce Drive, be recommended for approval to the Montgomery Township Board of Supervisors.

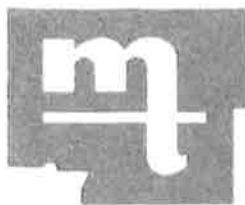
Moved: Mike Lyon

Seconded: Leon McGuire

Vote: 5-0 (E. Reynolds absent)

Date: September 20, 2018





**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

1001 STUMP ROAD  
MONTGOMERYVILLE, PA 18936-9605

Telephone: 215-393-6900 • Fax 215-855-6656  
[www.montgomerytp.org](http://www.montgomerytp.org)

**TANYA C. BAMFORD  
CANDYCE FLUEHR CHIMERA  
MICHAEL J. FOX  
JEFFREY W. McDONNELL  
MATTHEW W. QUIGG**

**LAWRENCE J. GREGAN**  
TOWNSHIP MANAGER

September 7, 2018

RE: Conditional Use Application #C-70  
Rolland & Philip Henderson – Proposed Youth Athletics Training Center  
101 Commerce Drive

Dear Property Owner:

This letter is to advise you that Rolland H. and Philip L. Henderson have applied to the Montgomery Township Board of Supervisors for a Conditional Use approval for a proposed youth athletic training center at 101 Commerce Drive. The proposed 10,000 square foot space is one of three units in the 20,000 square foot building. The applicant proposes to construct a youth athletic training center within a portion of the building for athletes between the ages of 8 and 18.

In order to receive public comment on this request, the Board of Supervisors has set Monday, September 24, 2018, after 8:00 p.m., the Township Building, as the date, time and place for a public hearing.

This letter is being sent to you because you are either an adjacent or nearby property owner or have previously expressed an interest in the disposition of this application. Copies of the proposed Conditional Use Application and Deed are available for inspection during normal office hours.

Sincerely,

Bruce S. Shoupe  
Director of Planning and Zoning

AW REAL ESTATE INC  
or Current Resident  
100 -102 COMMERCE DR  
MONTGOMERYVILLE PA 18936

111 ASSOCIATES LLC  
or Current Resident  
111 COMMERCE DR  
MONTGOMERYVILLE PA 18936

KEIJZER ANTONIUS J M & BETSY  
or Current Resident  
257 ORCHARD DR  
NORTH WALES PA 19454

HOBBS RICHARD J & BEISEL  
or Current Resident  
147 STAYMAN DR  
NORTH WALES PA 19454

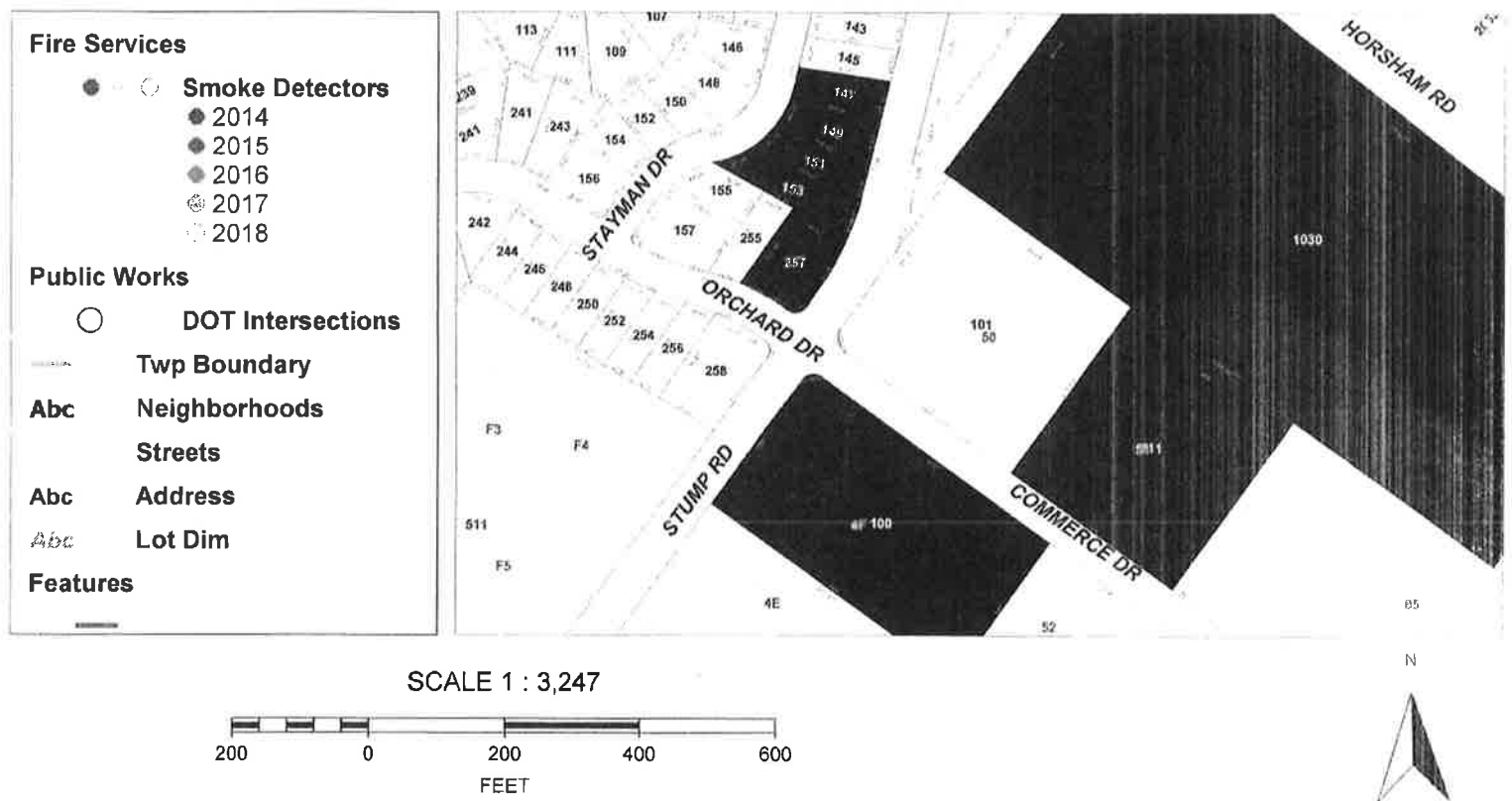
ROSSI SUSAN  
or Current Resident  
149 STAYMAN DR  
NORTH WALES PA 19454

CHRISTOPHER ALEXIS & KUHN  
or Current Resident  
151 STAYMAN DR  
NORTH WALES PA 19454

MATUSEK JULIUS J & KAREN S  
or Current Resident  
153 STAYMAN DR  
NORTH WALES PA 19454

MONTGOMERY TOWNSHIP  
or Current Resident  
1030 STUMP RD  
NORTH WALES PA 19454

# Montgomery Twp



013A 008  
Richard J. Hobbs  
Alexandra C. Hobbs  
147 Stayman Drive  
North Wales, PA 19454

013A 007  
Susan Rossi  
149 Stayman Drive  
North Wales, PA 19454

013A 006  
Alexis Christopher  
Daniel Kuhn  
151 Stayman Drive  
North Wales, PA 19454

013A 005  
Julius J. Matusek  
Karen S. Matusek  
153 Stayman Drive  
North Wales, PA 19454

018B 001  
Anotonius J. Keijzer  
Betsy Keijzer  
257 Orchard Drive  
North Wales, PA 19454

018B 018  
111 Associates LLC  
111 Commerce Drive  
Montgomeryville, PA 18936

018B 001  
AW Real Estate Inc.  
102 Commerce Drive  
Montgomeryville, PA 19454

018 001  
Montgomery Township  
101 Stump Road  
Montgomeryville, PA 18936

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Resolution to Recognize Fire Prevention Week

MEETING DATE: September 24, 2018 ITEM NUMBER: #7.

MEETING/AGENDA: ACTION ☒ XX CONSENT NONE

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

INITIATED BY: Richard M. Lesniak  
Director of Fire Services

BOARD LIAISON: Tanya C. Bamford, Public Safety  
Committee Liaison

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BACKGROUND:

The national observance of Fire Prevention Week 2018 will be held October 7th through October 13th. This year's theme is "Look. Listen. Learn. Be aware. Fire can happen anywhere". There will be a fire safety educational display at the township building from October 5th through October 12th. On Monday, October 8th, the Department will be hosting an open house at Wegmans Supermarket from 4:30 p.m. to 8:00 p.m. Members of the Department will be displaying the apparatus and distributing public education materials. In addition, during the month of October, the Department will be conducting fire drills, fire safety inspections and fire prevention talks at all schools, day care centers, health care facilities and hotels.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize October 7th through October 13th 2018 as Fire Prevention Week.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize October 7th through October 13th 2018 as Fire Prevention Week.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Request to Consider Out-of-State Training – Department of Fire Services

MEETING DATE: September 24, 2018

ITEM NUMBER: #8.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Richard M. Lesniak  
Director of Fire Services

BOARD LIAISON: Tanya Bamford, Liaison to the  
Public Safety Committee

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BACKGROUND:

In 1999, Pennsylvania adopted legislation that enacted the Uniform Construction Code (UCC). One aspect of the UCC is the requirement for inspectors to receive and maintain certification based on the type of work performed. Inspectors are required to complete 15 credit hours of continuing education credits in courses relating to the professional competency of code administration. An applicant with multiple certification areas must complete a minimum of 15 credit hours of continuing education credits for each certification but not more than 45 credit hours during each three year certification cycle.

Continuing education credit hours are offered through a variety of means including the attendance at meetings and courses. Most commonly, inspectors attend courses presented by the Pennsylvania Construction Codes Academy. The courses, ranging from one to five days, are held across the state and cost between \$25.00 and \$325.00.

Firefighter Robert Hedden currently holds three certifications in the State of Pennsylvania and his certification is due to expire in 2019. He is requesting approval to take two courses. The first is "Premanufactured Construction" which will be held on November 14, 2018. The second course is "Hotels and the Uniform Construction Code" which will be held on November 17, 2018. These courses will satisfy 32 of his required 45 Continuing Education credits. Both courses are being offered through the New Jersey Department of Community Affairs at The Inn at Lambertville Station, Lambertville, NJ. Courses offered through the Center for Government Services are offered free of charge.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

There is no charge for courses taken through the New Jersey Department of Community Affairs.

RECOMMENDATION:

It is recommended that authorization be given to allow Firefighter Hedden to attend the "Premanufactured Construction" and "Hotels and the Uniform Construction Code" course on November 14 and November 17, 2018, respectively, both at The Inn at Lambertville Station, Lambertville, NJ.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize Firefighter Robert Hedden to attend the "Premanufactured Construction" and "Hotels and the Uniform Construction Code" courses on November 14 and November 17, 2018, respectively, both at The Inn at Lambertville Station, Lambertville, NJ.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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





## TRAINING AND DEVELOPMENT REQUEST

This application and other required documentation must be submitted prior to training seminar/course registration. Attach and submit seminar/course description(s) and/or degree curriculum with this form. Upon approval, the Township shall pay up to the maximum reimbursement for seminar/course and registration fees, tuition, and books in accordance with the Training and Development policy.

### SECTION A: EMPLOYEE REQUEST (Complete Sections A, B, C, as applicable)

Name (Print) R. Hedden Date 9.18.18  
Current Position Fire Fighter Supervisor R. hesniak

Check one: ☒ Seminar ☐ College Course ☐ Workshop ☐ Conference ☐ Other: \_\_\_\_\_

Seminar/Course Title Hazards & the UNIFORM Fire Code

School or Organization N. J. D.C.A.

Date(s) of attendance 11.17.18 Total Hours Training 8 Cost: \$ 0.00

Reason: ☒ License ☐ Certification ☒ Performance Goal ☒ Skill

Describe applicable license/certification/performance goal/skill training will affect?

See Attached

Employee Signature

[Signature]

### SECTION B: APPROVALS based on appropriateness, cost, scheduling, and training quality.

Supervisor \_\_\_\_\_ Date 9/18/18 **MONTGOMERY TOWNSHIP**

Department Head [Signature] Date 9/18/18

Human Resources \_\_\_\_\_ Date \_\_\_\_\_

Township Manager \_\_\_\_\_ Date \_\_\_\_\_

**Department of Fire Services**  
Received By [Signature]

Upon approval, Human Resources will return this request for employee retention and registration. If payment is to be made in advance, approve below; otherwise, if reimbursement is to be made to employee (e.g., tuition reimbursement), employee must submit official grade of C or higher, plus original receipts.

### SECTION C: PAYMENT (Check (✓) method of payment – either method needs approval signatures below)

- ☐ Make check payable to employee (for reimbursement) or to training facility: \_\_\_\_\_ (Name)  
☐ Charge Township Credit Card (authorized below)

#### ITEMIZED FEES FOR PAYMENT:

REGISTRATION \$ \_\_\_\_\_  
COURSE FEE/TUITION \$ \_\_\_\_\_  
BOOKS \$ \_\_\_\_\_  
OTHER: \$ \_\_\_\_\_  
= \_\_\_\_\_  
TOTAL \$\$ PAYABLE \$ \_\_\_\_\_

ACCOUNT #: \$ \_\_\_\_\_  
PRICE CHECK \$ \_\_\_\_\_  
AUTH. BY: \$ \_\_\_\_\_  
MGR. APP. \$ \_\_\_\_\_  
DATE PD. \_\_\_\_\_  
AMT.: \$ \_\_\_\_\_ CK # \_\_\_\_\_

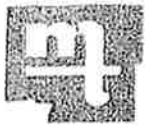
## **HOTELS AND THE UNIFORM FIRE CODE**

**Instructor: John Daniels**

**Credit: building, fire protection**

**This seminar is designed to explain and identify the Uniform Fire Code provisions as they relate to Hotels. The background, purpose and intent is discussed, identifying the minimum requirements within an existing structure, such as sprinklers, fire/carbon monoxide alarms, means of egress, vertical shafts and interior finish. Students will learn to recognize when and how to apply the minimum requirements of the code. 0.5 CEU**

**Thurs, Nov 15 - The Inn at Lambertville Station, Lambertville**



## TRAINING AND DEVELOPMENT REQUEST

This application and other required documentation must be submitted prior to training seminar/course registration. Attach and submit seminar/course description(s) and/or degree curriculum with this form. Upon approval, the Township shall pay up to the maximum reimbursement for seminar/course and registration fees, tuition, and books in accordance with the Training and Development policy.

### SECTION A: EMPLOYEE REQUEST (Complete Sections A, B, C, as applicable)

Name (Print) R. Healden Date 9.18.18

Current Position Fire Fighter Supervisor R. Lesniak

Check one: ☒ Seminar ☐ College Course ☐ Workshop ☐ Conference ☐ Other: \_\_\_\_\_

Seminar/Course Title Pre-Manufactured Construction

School or Organization N.J.D.C.A.

Date(s) of attendance 11.14.18 Total Hours Training 3 Cost: \$ 0.00

Reason: ☒ License ☒ Certification ☐ Performance Goal ☒ Skill

Describe applicable license/certification/performance goal/skill training will affect?

Applicable to Re-hammering Nails - Also See Attached

Employee Signature R. Healden

### SECTION B: APPROVALS based on appropriateness, cost, scheduling, and training quality.

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Department Head R. Lesniak Date 9/19/18

Human Resources \_\_\_\_\_ Date \_\_\_\_\_

Township Manager \_\_\_\_\_ Date \_\_\_\_\_

MONTGOMERY TOWNSHIP

SEP 18 2018

Department of Fire Services  
Received By [Signature]

Upon approval, Human Resources will return this request for employee retention and registration. If payment is to be made in advance, approve below; otherwise, if reimbursement is to be made to employee (e.g., tuition reimbursement), employee must submit official grade of C or higher, plus original receipts.

### SECTION C: PAYMENT (Check (✓) method of payment – either method needs approval signatures below)

- ☐ Make check payable to employee (for reimbursement) or to training facility: \_\_\_\_\_ (Name)  
☐ Charge Township Credit Card (authorized below)

#### ITEMIZED FEES FOR PAYMENT:

REGISTRATION \$ \_\_\_\_\_  
COURSE FEE/TUITION \$ \_\_\_\_\_  
BOOKS \$ \_\_\_\_\_  
OTHER: \$ \_\_\_\_\_  
= \_\_\_\_\_  
TOTAL \$\$ PAYABLE \$ \_\_\_\_\_

ACCOUNT #: \$ \_\_\_\_\_  
PRICE CHECK \$ \_\_\_\_\_  
AUTH. BY: \$ \_\_\_\_\_  
MGR. APP. \$ \_\_\_\_\_  
DATE PD. \_\_\_\_\_  
AMT.: \$ \_\_\_\_\_ CK # \_\_\_\_\_

## **PREMANUFACTURED CONSTRUCTION**

**Instructor: Richard Osworth**

**Credit: administrative**

**This seminar explores the law as it relates to premanufactured construction. Participants will discuss the ways in which the regulations allow for the acceptance of these systems while insuring compliance with the adopted national codes. The acceptance of building components or an entire building is based on the concept of quality control and quality assurance in the manufacturing process. The seminar focuses on the basics of quality control and assurance programs and the methods used to ensure that the product meets the code.**

**The various premanufactured building programs controlled by federal, interstate and state jurisdictions are also presented.**

**0.5 CEU**

**Wed, Nov 14 - The Inn at Lambertville Station, Lambertville**

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

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SUBJECT: Consider Authorization for the Sale of Municipal Equipment by Online Auction

MEETING DATE: September 24, 2018

ITEM NUMBER: #9.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello  
Director of Public Works

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman

---

BACKGROUND:

The Second Class Code provides that property owned by the Township, with an estimated fair market value of which is one thousand dollars (\$1,000.00) or more, may only be sold by public bid or auction to the highest bidder after notice by advertisement.

The Township, by resolution, is authorized to dispose of surplus assets through the online auction company Municibid. Municibid has a consignment fee of 10% charged to the buyer and no charge to the seller. The administration of the bid would be handled by Township staff. The Township will have to meet the advertisement requirements as outlined in the Second Class Township Municipal Code.

The Township Public Works Department has the following items available to be sold at auction:

- 1987 International Model 1954 Six Wheel Dump Truck 35,000 lb. GVW VIN # 1TTLDTVR4HHA13105 with an eleven foot plow, salt spreader and tailgate pre-wet system.
- Portable Hetra Truck Lift with high rise jack stands and a lifting capacity of 60,000 lbs. The lift also comes with a 3 phase Roto Converter.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT:

Earlier this year we received a total of \$12,225.00 in proceeds from the disposal of surplus assets through JJ Kane Auctioneers.

RECOMMENDATION:

It is recommended that the Board authorize the sale of the above mentioned truck with a plow, salt spreader and pre-wet system and a portable truck lift with a 3 phase roto converter through the Online Auction Company Municibid. Once the bid is awarded, the Board must then pass a resolution authorizing the sale.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the sale of a Portable Truck Lift, 60,000 lb. capacity with a 3 phase roto converter and a 1987 International Dump Truck with a GVW Rating of 35,000 lbs. VIN #1TTLDTVR4HHA13105 equipped with an eleven foot reversible plow, salt spreader and a tailgate pre-wet system via online auction through Municibid.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

## MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

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SUBJECT: Project Update – Ash Tree Removal Project and Consider Extending Professional Service Contract for Arborist

MEETING DATE: September 24, 2018

ITEM NUMBER: #10.

MEETING/AGENDA: EXECUTIVE SESSION

REASON FOR CONSIDERATION:

Operational: Policy: Discussion: XX Information:

INITIATED BY: Bruce Shoupe  
Director of Planning and Zoning

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

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### BACKGROUND:

The Emerald ash borer (EAB) is an invasive forest insect from Asia responsible for the deaths of millions of ash trees throughout the eastern half of the U. S. and Canada. The EAB infests and kills weak and healthy ash trees alike, and all species of ash native to North America are vulnerable to EAB attack.

Surveys were conducted in 2014 and 2015 in the major Township park areas of Spring Valley Park, Windlestrae Park, Fellowship Park and the Knapp Road Natural area which identified nearly 750 ash trees on these sites alone that could potentially be affected by this infestation. Other open space areas in the Township could also have a similar volume of potentially affected trees.

The Township in April 2017 engaged the professional services of Curt Eshleman, Timberlink Consulting, at \$75.00 per hour to assist our Public Works Department identifying high risk trees on Township owned properties along property lines, trails, roads and sidewalks. This proposal is not to exceed \$7,500, whereas \$5,500 has been expended to date. This firm also worked with the Shade Tree Commission to perform the original survey work.

Curt Eshleman, Timberlink Consulting, Greg Reiff, Public Works Parks Foreman and Judy Stern Goldstein, Boucher and James Consulting Engineers visited the above noted Township open space areas to review and identify any additional work which may be needed in these areas. Curt Eshleman will be present to review these findings.

Attached is a colorized Map identifying the various phases of the Ash Removal Program. The next project, Phase 4, Windlestrea/Rose Twig Park and Memorial Grove Park, highlighted in yellow, are proposed to be awarded before the end of 2018 and the remaining four phases to be award in 2019.

### PREVIOUS BOARD ACTION:

The Board of Supervisors in 2017 accepted the Professional Services Proposal of Timberlink Consulting, LLC and awarded two contracts, Phase 1 & 2 for Ash Tree Removal which felled over 640 dead or diseased Ash Trees in the Spring Valley Park, Autumn Woods Park and Winner Circle Open Space area at a cost of \$154,600.

The award of a third contract is proposed tonight is for the felling of 420 +/- ash trees at the Zehr Open Space Area off Stump Road, Friendship Park and Gwynedd Lea Open Space in the amount of \$73,500.

### ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

The funding for Curt Eshleman, Timberlink Consulting service will be charged to the Shade Tree Fund.

RECOMMENDATION:

It is recommended that the Board of Supervisors accept the proposal from Curt Eshleman, Certified Forester, Timberlink Consulting LLC, dated August 21, 2018 to renew is professional service agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the proposal from Curt Eshleman, Certified Forester, Timberlink Consulting LLC, dated August 21, 2018, to perform risk assessment of the ash tree resources located in various areas of the Township's park and open space properties for damage as a result of the Emerald Ash Borer at the hourly rate of \$75.00 per hour effective on or after January 1, 2019 not to exceed a total amount of \$7,500.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE: \_\_\_\_\_

ROLL CALL:

Tanya Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew Quigg	Aye	Opposed	Abstain	Absent
Candyce Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank Bartle, Esq.



# TIMBERLINK

## CONSULTING, LLC

A Professional Forestry Consulting Company

### PROPOSAL\*

DATE: August 21, 2018

TO: Montgomery Township, Attn. Marianne McConnell

FROM: Curt Eshleman, Timberlink Consulting, LLC

SITE: Various Open Space properties, located in  
Montgomery Township, Montgomery County, Pennsylvania.

### TIMBERLINK WILL PROVIDE:

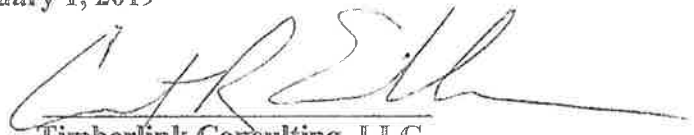
Risk assessment of the ash resource as a result of the Emerald Ash Borer (EAB) located in various areas of Montgomery Township park and open space properties. Mark high risk trees along property adjoiners, trails, roads, and sidewalks. Marked trees will be taken down safely by contractors selected and directed by Township.

### TERMS:

\$75.00 hourly rate

\*This proposal is effective on or after January 1, 2019


\_\_\_\_\_  
Montgomery Township

  
\_\_\_\_\_  
Timberlink Consulting, LLC  
Curtis R. Eshleman as managing  
member

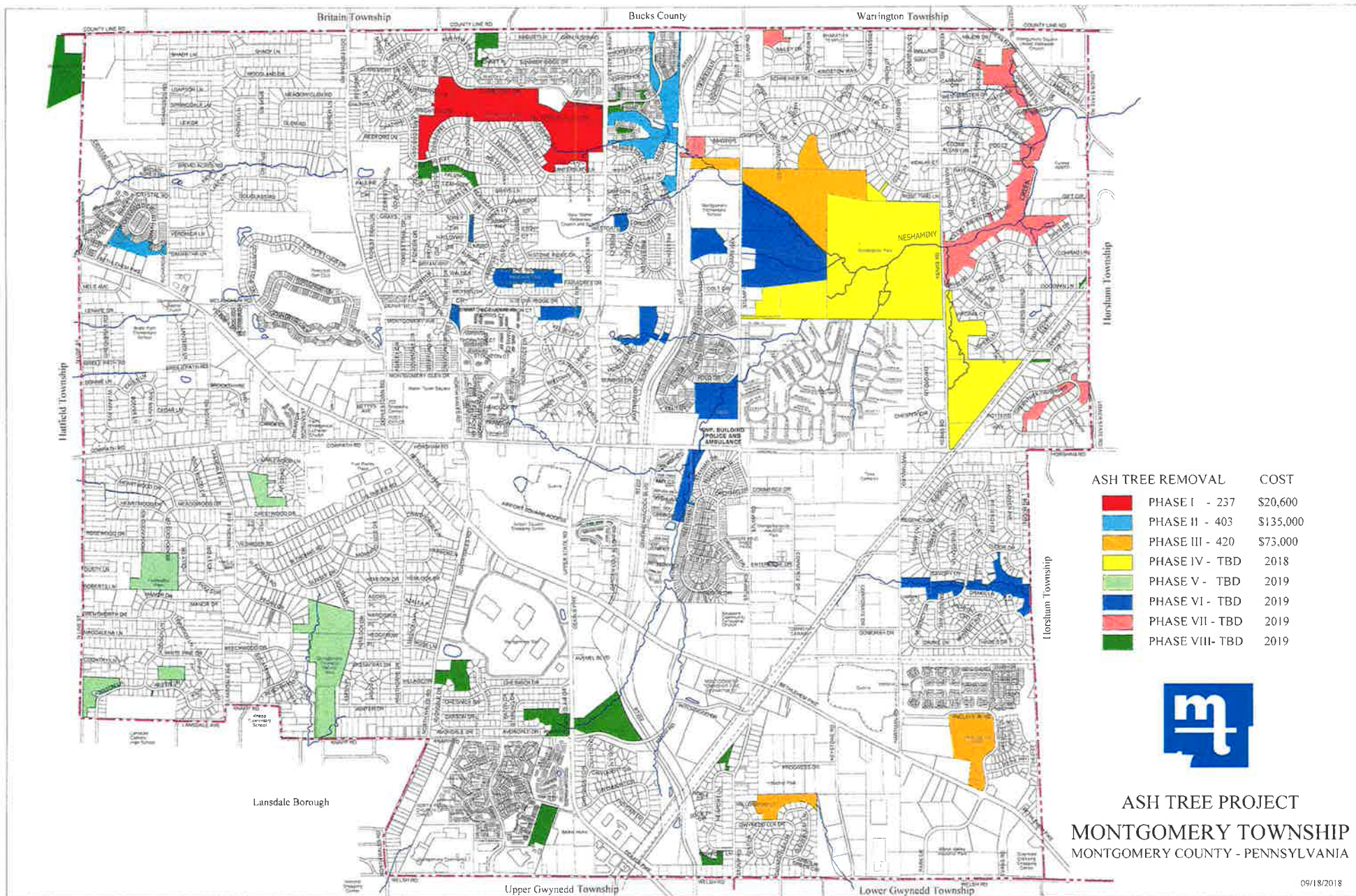
2990 Yorkshire Road • Doylestown, PA 18902

Office: 215.348.7557 • Fax: 215.489.1083 • Cell: 215.262.5384

JOCKESH@~~montgomery~~.net

Printed on recycled paper 





## MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

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SUBJECT: Consider Awarding of Bid for Dead and Diseased Ash Tree Removal Program Zehr at Windlestrae, Gwynedd Lea Open Space and Friendship Park

MEETING DATE: September 24, 2018      ITEM NUMBER: **# 11.**

MEETING/AGENDA:      EXECUTIVE SESSION

REASON FOR CONSIDERATION:

Operational:      Policy:      Discussion: XX      Information:

INITIATED BY: Bruce Shoupe      BOARD LIAISON: Michael J. Fox, Township Supervisor  
Director of Planning and Zoning      Liaison to Shade Tree Commission

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### BACKGROUND:

The Dead and Diseased Ash Tree Removal Program – Zehr at Windlestrae, Gwynedd Lea Open Space, and Friendship Park went out to bid as previously authorized by the Board of Supervisors. A pre-bid meeting was held on September 11, 2018 and the bids received were opened on September 18, 2018 after the 10am deadline. Five bids were submitted to the Township for review. The bids received ranged in price from \$73,500 to \$196,400. See attached spreadsheet.

The work under this contract includes the furnishing of all labor, materials and equipment necessary and incidental for the felling of 420 +/- trees to within 12 inches or less of the ground level. Additional requirements and procedures are outlined within the bid documents.

### PREVIOUS BOARD ACTION:

The Board of Supervisors authorized the Township Manager to obtain bids for the Dead and Diseased Ash Tree Removal Program – Zehr at Windlestrae, Gwynedd Lea Open Space, and Friendship Park at their August 27, 2018 meeting.

### ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT: \$73,500

### RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Township Manager to award the bid for the Dead and Diseased Ash Tree Removal Program – Zehr at Windlestrae, Gwynedd Lea Open Space, and Friendship Park as submitted by Clauser Tree Care & Landscaping, LLC in the amount of \$73,500.

### MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to award the bid for the Dead and Diseased Ash Tree Removal Program – Zehr at Windlestrae, Gwynedd Lea Open Space, and Friendship Park as submitted by Clauser Tree Care & Landscaping, LLC in the amount of \$73,500

MOTION      \_\_\_\_\_      SECOND      \_\_\_\_\_      VOTE:

### ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank Bartle, Esq.

Dead & Diseased Tree Removal Program – Zehr at Windlestrae, Friendship Park, Gwynedd Lea Open Space

## BID RESULTS

September 18, 2018

[illegible]



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY


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SUBJECT: Consider Authorization to Advertise Ordinance#18-309- Approving an Extension to Participate in the Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership Alternative TMDL

MEETING DATE: September 24, 2018 ITEM NUMBER: #12.

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell  BOARD LIAISON: Candyce Fluehr Chimera  
Assistant to the Township Manager Chairman, Board of Supervisors

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**BACKGROUND:**

The municipalities located in the Wissahickon Creek Watershed are obligated under the PA DEP's MS4 and NPDES programs to meet the municipality's MS4, NPDES and TMDL obligations. In 2016, US EPA was poised to issue a new TMDL for the Wissahickon Creek Watershed, which would have included a new Total Phosphorus TMDL, which is believed to include requirements that are unachievable.

As a result, in 2016, the Wissahickon Clean Water Partnership was established to develop an Alternative to the proposed EPA Total Phosphorus TMDL.

The cost for preparation of this Alternative was estimated to be \$1.5 million. A grant was secured from the William Penn Foundation by the Pennsylvania Environmental Council (PEC) in the amount of \$1.2 million, the additional \$250,000 local match would be contributed among the Municipalities and Wastewater Treatment Plants tributary to the Wissahickon. The original Intergovernmental Agreement (IGA) between the Municipalities/Wastewater Treatment Plants creating the Wissahickon Clean Water Partnership provided that the Township contribute \$6,250 per year for two years towards the local match for the grant.

Over the last two years, the Wissahickon Clean Water Partnership has used funds to retain a technical consultant to coordinate with Temple University on data collection, data analysis and regulatory issues, and legal counsel to assist in navigating the process with regulatory agencies (EPA and PA DEP). Input from these technical and legal advisors is critical to ensure that the best interests of the Partnership members are considered in the preparation of the Water Quality Improvement Plan (WQIP).

Additional time and effort are needed to:

1. Complete the Water Quality Improvement Plan with the approval of the Management Committee that is made up of members of the Partnership.
2. Present the Water Quality Improvement Plan to EPA and PA DEP; and
3. Address any comments or concerns identified by EPA and PA DEP.

To accomplish these tasks, the Partnership has determined that an additional \$5,000 is needed from each of the 17 participants to fund the Partnership's technical and legal efforts through the end of 2018. In addition, to complete the Water Quality Improvement Plan, as originally contemplated in the Intergovernmental Agreement, the Partnership is recommending to extend the IGA for one additional year and that the Participants budget an additional \$10,000 contribution for 2019 subject to the adoption of an ordinance authorizing the one year extension through 2019.

Attached is the proposed ordinance for advertisement. In addition, attached is a letter from the Wissahickon Clean Water Partnership detailing the reasons for the additional funding as well as a document detailing the milestones from the partnership from the last two years.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

On January 25, 2016, the Board of Supervisors approved a resolution authorizing the Township participation in an Inter-Municipal Collaboration for the Alternative TMDL.

On June 27, 2016, the Board of Supervisors approved a resolution authorizing the advertisement of the proposed Ordinance#16-295 to approve the Intergovernmental Agreement for the Alternative TMDL.

On July 11, 2016, the Board of Supervisors adopted Ordinance#16-295 to approve the Intergovernmental Agreement for the Alternative TMDL.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Township Staff recommends authorizing the advertisement of Proposed Ordinance#18-309- Approving an Extension to Participate in the Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership Alternative TMDL.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the advertisement of Proposed Ordinance 18-309- Approving an Extension to Participate in the Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership Alternative TMDL for consideration and adoption at the Board of Supervisors Meeting to be held on Tuesday, October 9, 2018 after 8PM.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

TO: Wissahickon Municipalities and WWTPs

FROM: The Wissahickon Clean Water Partnership

DATE: August 24, 2018

SUBJECT: Proposal for Additional Funding and One-Year Extension of the Intergovernmental Agreement

The Wissahickon Clean Water Partnership (Partnership) was formed in 2016 through an Intergovernmental Agreement (IGA) among thirteen municipalities and four wastewater treatment plants (WWTP) operators to investigate water quality conditions in the Wissahickon Creek, and to collaboratively identify implementable measures to achieve pollutant load reductions to make progress toward achieving water quality criteria in the Wissahickon Creek. The Pennsylvania Department of Environmental Protection (PADEP) suggested this watershed approach by reclassifying the Wissahickon Creek under Section 303(d) of the Clean Water Act as a candidate for a Total Maximum Daily Load (TMDL) Alternative. This set in motion a precedential process that is designed to put in place an adaptive management-based plan as an alternative to the Draft Total Phosphorus TMDL prepared by the Environmental Protection Agency (EPA).

A Water Quality Advisory Team (WQAT) was formed made up of the Pennsylvania Environmental Council (PEC), Temple University, the Wissahickon Valley Watershed Association, the Environmental Finance Center of the University of Maryland, and the Montgomery County Planning Commission to assist the Partnership prepare a Water Quality Improvement Plan (WQIP). Funding for the WQIP is being provided by a William Penn Foundation Grant of \$1.3 million through PEC, with additional funding by the members of the Partnership. The Partnership had an original budget of \$250,000 to be shared by what was anticipated to be 20 participants paying \$12,500 each. As it turned out, seventeen entities agreed to sign the IGA, which left a \$37,500 shortfall when compared to the \$250,000 originally budgeted.

As expressly contemplated in the IGA, the Partnership has used the funds over the past two years to retain a technical consultant to coordinate with Temple University on data analysis and regulatory issues, and legal counsel to assist in navigating the process with the regulatory agencies (EPA and PADEP). Input from the technical and legal advisors is critical to ensure that the best interests of Partnership members (the municipalities and WWTP's they represent) are considered in the preparation of the WQIP and its presentation to PADEP and EPA. A clear technical evaluation supporting implementable pollutant reduction measures, and legal analysis and advocacy are essential elements of the success of this innovative process.

An example of the importance of the effective deployment of these external resources was the unexpected need to recast the initial obligations of the WWTPs. In the Fall of 2016, EPA notified each of the four WWTP's that they would be required to reduce their Total Phosphorus effluent concentration to 0.10mg/l. That was viewed by the Partnership as both unreasonable and unworkable, especially given the collaborative effort of the WQAT in preparing the WQIP. Counsel for the Partnership assisted in negotiating and documenting an acceptable alternative approach with PADEP and EPA. This required a considerable effort that was not anticipated in the initial budget resulting in unexpected legal fees of about \$45,000. This expense, along with the initial shortage of

\$37,500, will result in the depletion of all funds (originally estimated to last through December 2018) in October 2018.

Additional time and effort are needed to (1) complete the WQIP with the approval of the Management Committee that is made up of members of the Partnership (Management Committee), (2) present the WQIP to EPA and PADEP, and (3) address any comments or concerns identified by the agencies. As shown in the attached Milestones, the Partnership has made significant progress towards completing the WQIP, which is currently at a critical stage. Stream data collected by Temple University have recently been distributed and are being evaluated by the WQAT and the Partnership's technical consultant to identify the significant causes of water quality impairment and potential reduction strategies. While we anticipate having a draft WQIP available for review by the Partnership in early 2019, before the end of the year we are planning to update EPA and PADEP on our progress and solicit their input.

To accomplish these tasks, the Management Committee has determined that an additional \$5,000 is needed from each of the seventeen participants to fund the Partnership's technical and legal efforts through the end of 2018. In addition, to complete the WQIP, as originally contemplated in the IGA, and to work with PADEP and EPA to formulate an approvable TMDL Alternative, we propose to extend the IGA for one additional year. The requested contribution for the work to be completed in 2019 is \$10,000 for each participant.

The Partnership has accomplished a great deal over the past two years. The financial support municipal stakeholders contributed to this process was being matched 5:1 by the William Penn Foundation, which makes the extensive depth and breadth of the work of this Partnership possible. This collaborative process remains an invaluable opportunity for municipalities and WWTP operators of the Wissahickon Creek watershed to provide input and bottom-up direction to the development of a new watershed-wide plan that will benefit our community for years to come. It will also serve as an implementable blue print that, if approved by EPA and PADEP as we hope, will avoid the unachievable requirements of the Draft Total Phosphorus TMDL prepared by EPA.

Enclosures: Milestones 2016, 2017 & 2018 (Wissahickon Valley Watershed Association)

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Mark Grey

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George Wrigley

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Chris Kunkel

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Paul Leonard



# Milestones

## Wissahickon Clean Water Partnership



### Background

In 2015, EPA releases a draft update to the existing Nutrient Total Maximum Daily Load (TMDL) for the Wissahickon Creek.

Municipal and Wastewater Treatment Plant stakeholders meet with PADEP and EPA officials in 2015 to discuss the draft TMDL and opportunities for a new approach via a "TMDL Alternative".

Watershed stakeholders call for RFP's for technical support - William Penn Foundation contributes \$1.3 million for PEC, WVWA, EFC, Temple, and MCPC to facilitate process.

By August 2016, 13 municipalities and 4 Wastewater Treatment Plants (WWTP) sign Intergovernmental Agreements (IGA) to form Management Committee of Wissahickon Clean Water Partnership.



### 2017

Temple collects data in all four seasons on water level, temperature, turbidity, conductivity, dissolved oxygen (DO), dissolved organic carbon, nitrate and phosphate at numerous locations on the main stem and tributaries, including above and below WWTP outfalls. Tracer dye tests are conducted to measure stream metabolism.

The Management Committee votes to hire the firm of Manko, Gold, Katcher, and Fox (MGKF) to provide legal advice to the municipalities.

A Technical Review Services Subcommittee is formed to select the individuals or consultants who will be providing technical review of the data and analysis.

The Management Committee approves hiring the firm Kleinfelder to review the work of Temple, along with the members of the Technical Review Services Committee.

The Environmental Finance Center (EFC) and Temple meet with municipalities to determine their current capacity and funding sources for stormwater management projects, and to create a list of existing recommendations and potential future project opportunities.

The Wissahickon Valley Watershed Association (WVWA) conducts surveys of Management Committee reps and residents to gauge outreach needs and understanding of water quality issues. A public communication and education strategy is created. Phase 1 of this strategy is implemented, connecting residents to the Wissahickon Creek and why water quality matters to the community.

MGKF sends a letter to EPA on behalf of the WWTP's outlining the work completed to date and reiterating the WWTP's continued commitment to pursuing specific nutrient reductions, and providing periodic reports and feasibility studies.



### 2016

The first meeting of the Management Committee is held on October 27, 2016.

RFPs are prepared for Technical and Legal Advisory Services, to be hired by the Management Committee.

PA DEP reviews and agrees with the Water Quality Advisory Team's (WQAT) scope of work.

Temple begins extensive stream monitoring work in the Wissahickon Creek.



### 2018

Temple begins preparation of a watershed model. The Technical Review Services Subcommittee agrees with the use of the SWMM model.

Letters of support on behalf of the WWTP's and their work to date are sent to the EPA from PEC, WVWA, and Montgomery County.

Kleinfelder delivers review and report on the Water Quality Improvement Plan (WQIP) process. Their recommendations are determined to be similar to the process outlined by the WQAT.

Members of the WQAT meet with the EPA to review progress to date. EPA is enthusiastic about progress and encourages the process to continue.

PWD combines Temple data and data from other sources into a watershed characterization, cross referencing 43 sites into equivalent stream reaches.

Temple presents preliminary data report. Dissolved oxygen (DO) data has been collected from 16 stations over four seasons, a first for the watershed. Turbidity has been measured at 17 stations, and discharge data has been collected for model calibration. The parameters include sediment, water quality, and biological monitoring (macroinvertebrates and algae). Historic data is being incorporated.

EFC creates a searchable database of grant opportunities for water quality improvement projects.

Kleinfelder's role is expanded to develop a focused watershed assessment and a regulatory framework and strategy.

Examples of EPA-accepted urban watershed improvement projects and management structures are compiled.

Turbidity and sediment, phosphorus, and D.O. reports are reviewed by the Technical Advisory Subcommittee and presented to the Management Committee.

WVWA implements Phase 2 of public communication strategy, focusing on providing key foundations and information about water quality issues and some of their solutions in the Wissahickon Watershed.

# **MONTGOMERY TOWNSHIP**

ORDINANCE #18-309

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AN ORDINANCE AUTHORIZING THE TOWNSHIP TO ENTER INTO AN  
INTERMUNICIPAL AGREEMENT TO CONTINUE THE DEVELOPMENT OF AN  
ALTERNATIVE TMDL PLAN FOR THE WISSAHICKON CREEK WATERSHED

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ENACTED: \_\_\_\_\_

# MONTGOMERY TOWNSHIP

ORDINANCE #18-309

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AN ORDINANCE AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERMUNICIPAL AGREEMENT TO CONTINUE THE DEVELOPMENT OF AN ALTERNATIVE TMDL PLAN FOR THE WISSAHICKON CREEK WATERSHED

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**IT IS HEREBY ENACTED AND ORDAINED** by the Montgomery Township Board of Supervisors as follows:

**SECTION 1. Short Title.**

This Ordinance shall be known and may be cited as the “Renewed Intergovernmental Agreement for the Development of an Alternative TMDL Plan for the Wissahickon Creek Watershed”.

**SECTION 2. Legislative Intent.**

- A. Montgomery Township is a second class township.
- B. The Act of December 19, 1996, P.L. 1158, No. 177, referred to as the Intergovernmental Cooperation Law provides that local governments may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers, or responsibilities.<sup>1</sup>
- C. In 2016, the Wissahickon Creek Watershed Municipalities (including Abington Township, Ambler Borough, Cheltenham Township, Horsham Township, Lansdale Borough, Lower Gwynedd Township, Montgomery Township, North Wales Borough, Philadelphia County, Springfield Township, Upper Dublin Township, Upper Gwynedd Township, Upper Moreland Township, Whitemarsh Township, Whitpain Township, and Worcester Township) and certain wastewater treatment plants, including Abington Township Wastewater Treatment Plant, Abington Borough Wastewater Treatment Plant, Upper Gwynedd Township Wastewater Treatment Plant, Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority) entered into an Intermunicipal Agreement for the development of an

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<sup>1</sup> See 53 Pa. C.S. §2301, *et seq.*

Alternative TMDL Plan for the Wissahickon Creek Watershed (“Agreement”).

- D. The term of the Agreement was for two years and the Agreement stated funds to be provided by each of the Wissahickon Creek Watershed Municipalities to fund the work described in the Agreement during those two years.
- E. Certain municipalities and authorities who were parties to Agreement, including Montgomery Township, now desire to enter into a new Intergovernmental Agreement (the “Renewed Agreement”) to renew the project described in the Agreement through March 31, 2020 and to provide funding for the activities described in the Renewed Agreement in the amount of \$5,000 in 2018 and \$10,000 in 2019.
- F. The renewing municipalities and authorities are Abington Township, Ambler Borough, Cheltenham Township, Lansdale Borough, Lower Gwynedd Township, Montgomery Township, North Wales Borough, Philadelphia County, Springfield Township, Upper Dublin Township, Upper Gwynedd Township, Whitemarsh Township, Whitpain Township, Abington Township Wastewater Treatment Plant, Ambler Borough Wastewater Treatment Plant, Upper Gwynedd Township Wastewater Treatment Plant, Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority).

### **SECTION 3. Goals and Objectives: Scope of the Study.**

- A. The goal of the Alternative TMDL Plan is to achieve water quality standards in water bodies throughout the Wissahickon Creek Watershed.
- B. The objectives of the Alternative TMDL Plan are delineated in the attached Renewed Agreement’s Attachment “A” [“Milestones”].

### **SECTION 4. Renewed Agreement Terms.**

- A. The terms of the Renewed Agreement, including (1) intergovernmental agreement; (2) definitions; (3) guiding principles; (4) goals and objectives; (5) administrative organization; (6) applicable law; (7) integration; (8) no oral modification; (9) severability; (10) representation by counsel; (11) counterparts; and (12) execution by facsimile or electronic scanning, are set forth in

the attached Renewed Agreement as Appendix "A" and incorporated in this Ordinance as though set forth in full.

- B. In addition to the required funding under the terms of the Renewed Agreement, any additional funds for the implementation and enforcement of the Renewed Agreement may be appropriated by the Board of Supervisors, as it shall determine, in its sole discretion, from time to time by resolution.

#### **SECTION 5. Authority to Enter Renewed Agreement.**

The Chair of the Board of Supervisors is hereby authorized to execute all documents and perform all necessary actions to cause the Township to enter into the Renewed Agreement, the terms of which are officially adopted through the enactment of this Ordinance.

#### **SECTION 6. Repeal and Ratification.**

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the ordinances of the Township that are unaffected by this Ordinance are hereby reaffirmed and ratified.

#### **SECTION 7. Severability.**

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

#### **SECTION 8. Effective Date.**

This Ordinance shall become effective five (5) days after enactment.

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**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
the Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
CANDYCE FLUEHR CHIMERA, *Chair*

[Seal]

Attested by:

\_\_\_\_\_  
LAWRENCE J. GREGAN  
*Township Manager/Secretary*

**APPENDIX “A”**  
[*Intermunicipal Agreement*]

**Intergovernmental Agreement  
for the Development of a Water Quality Improvement Plan  
for the Wissahickon Creek Watershed**

**Section 1 Intergovernmental Agreement.**

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Water Quality Improvement Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

**Municipalities**

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Lansdale Borough	Upper Gwynedd Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	

**Wastewater Treatment Plants:**

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

**Section 2 Definitions.**

**Expert Panel Services:** A panel of technical experts, comprised of the firm of Kleinfelder, Incorporated, (currently providing Technical Consultation), Professor Steven Rier and Paul Marchetti, whose purpose is to review the engineering and scientific portions of the data submitted by the WQAT and to assist with the preparation of the Wissahickon Water Quality Improvement Plan, and to offer technical guidance to the Wissahickon Clean Water Partnership.

**Legal Consultant:** Legal representation currently provided to the Wissahickon Clean Water Partnership by the firm of Manko Gold Katcher Fox, LLP to review data, reports and information submitted by the WQAT and to offer guidance to the Partnership in regards to the preparation of the Wissahickon Water Quality Improvement Plan, and in the Partnership's relations with State and Federal Government agencies.



Water Quality Advisory Team: The team (WQAT) formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission.

Water Quality Improvement Plan: The goal of the Plan (WQIP) is to identify, quantify and report on the existing water quality and habitat in the various water bodies throughout the Wissahickon Creek watershed and to promote policies, practices, capital work and retrofits to existing structures. The WQIP will prioritize these efforts to affect improvements in the habitat of the watershed in a timely and economical sequence.

### **Section 3 Guiding Principles.**

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too broad for any one municipality to effectively address, and therefore, the parties commit to collaboratively work together in a mutually cooperative and respectful manner to develop the WQIP to replace the EPA TMDL.
- b. To evaluate historical and recent monitoring data to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. The WQIP will include a list of potential capital projects and to promote policies and practices to reduce the existing deleterious characteristics and contributing conditions, including remediating degraded physical structures and habitat conditions in the watershed, replacing or retrofitting existing structures, implementing new practices and constructing new facilities, to improve the impaired conditions in the Wissahickon Creek Watershed as effectively, efficiently and economically as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements, and financial feasibility. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

### **Section 4 Goals and Objectives: The scope of study**

The goal of the Water Quality Improvement Plan is to improve water quality and habitat standards in the water bodies throughout the Wissahickon Creek watershed.

Objectives: The detailed objectives of the IGA are delineated in Attachment “A”, “Milestones”.

## **Section 5 Administration and Organization.**

### **Effective Date.**

- a. The Effective Date of this Agreement shall be the date at which each party adopts and executes the Intergovernmental Agreement (IGA) by Resolution.

### **Term**

- a. The term of this Agreement (Term) shall begin on the Effective Date at which each party adopts and executes the Intergovernmental Agreement, and ending on March 31, 2020.

### **Party Representation**

- a. Participation in the preparation of the Plan shall continue to be through the Wissahickon Clean Water Partnership and its established committees.
- b. The Water Quality Advisory Team shall review and provide comments and suggestions on various data, materials, sections of the Plan, and the complete Plan in draft and final. The Team shall have no voting privileges, but is intended to provide input on the Plan.
- d) Management Committee: The organization of the Wissahickon Clean Water Partnership shall continue such that each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
  - 1) The Management Committee shall consist of one (1) representative from each Party. The seventeen (17) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
  - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
  - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee have elected 2 Co-Chairs, a Secretary and a Treasurer. An Officer shall serve for the duration of the Term, unless he or she resigns as an officer, as agreed to by the Management Committee. If an officer is unable to complete his term, a new officer shall be elected by the management committee. These officers shall

perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition.

- 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services, as approved by the Management Committee.
- f) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:
  - 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.
  - 2) Hold all Management Committee meetings.
  - 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
  - 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
  - 5) Calculate and invoice fees for each Party.
  - 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

#### Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
  - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
  - 2) Presentation and approval of Progress Reports.
  - 3) Presentation and approval of the Financial Report.
  - 4) Presentation of report(s) to PADEP, EPA and other agencies.
  - 5) Presentation and vote on other Party business pertaining to the Plan process.
  - 6) Oversight and coordination of all aspects of the Legal Services and Expert Panel Services.

- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

#### Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Expert Panel Services. The total cost for these services is not to exceed \$255,000 in total.
  - 1) Contribution Formula. The contribution from each Party shall be \$5,000 per Party for the balance of 2018 and \$10,000 per Party for the period January 1, 2019 through March 31, 2020. Depending on the costs incurred for Legal Representation and the Expert Panel Service, these costs may be less, but in any event they shall not exceed a total of \$15,000 per Party for the duration of the Term.
  - 2) Invoicing and Payment. Parties shall be invoiced within the fourth quarter of 2018, and by February 15, 2019. Payments shall be remitted within 30 days of the invoice letter.
  - 3) Organization Account. A separate Management bank account shall continue to be maintained by the Management Committee for the deposit of each Party's Contributions. The funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services, Expert Panel Services and consultants as approved by the Management Committee. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
  - 4) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than sixty (60) days after the date of Term completion.

## **Section 6 Applicable Law**

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

## **Section 7 Integration**

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

## **Section 8 No Oral Modification**

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

## **Section 9 Severability**

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

## **Section 10 Representation by Counsel**

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

## **Section 11 Counterparts**

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

## **Section 12 Execution by Facsimile or Electronic Scanning**

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.



Attachment "A"  
Alternative TMDL Milestones and Activities

Project Result:

A Water Quality Improvement Plan supported by the Parties and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating required stormwater and phosphorous discharges to achieve regulatory reductions into the Wissahickon Creek.

MILESTONE 1:

PEC continues to coordinates the Water Quality Advisory Team to develop Water Quality Improvement Plan.

MILESTONE 2

The Water Quality Advisory Team submits a draft Water Quality Improvement Plan that is science-based strategy for the Wissahickon watershed.

Activities:

- Key results of recent and ongoing studies and modeling efforts for the Wissahickon Creek watershed are compiled to fully describe the problems causing the water quality impairments
- Strategies and projects for Permittees to address water quality impairments and improve water quality are identified, evaluated, and prioritized for the watershed.

MILESTONE 3

The EFC develops and submits a long term comprehensive financial strategy for implementing Water Quality Improvement Plan suggested projects/programs.

Activities:

- In coordination with Water Quality Advisory Team, costs of plan projects/programs and associated timelines are identified.
- Equitable funding strategy approved by Wissahickon Clean Water Partnership are reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public and private funding sources.

MILESTONE 4

The WVWA keeps residents of the Wissahickon Watershed informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution. Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

#### MILESTONE 5

By the first quarter of 2019 a Wissahickon Clean Water Partnership approved Water Quality Improvement Plan completed and submitted to all party jurisdictions for review and approval.

##### Activities:

- Water Quality Improvement Plan Draft Report compiled and presented to public and regulators for review with the multi-municipal Plan Report finalized thereafter.

#### MILESTONE 6

The finalized and multi-municipal approved Water Quality Improvement Plan is submitted to the PaDEP the U.S. EPA.

#### MILESTONE 7

Comments and questions provided by the PaDEP the U.S. EPA are addressed and resolved such that an implementable final plan can be enacted by all multi-municipal parties.



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Disposal of Non-Permanent Township Records

MEETING DATE: September 24, 2018 ITEM NUMBER: **#13.**

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell BOARD LIAISON: Candyce Fluehr Chimera  
Assistant to the Township Manager Chairman, Board of Supervisors

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BACKGROUND:

On April 13, 2009, the Board of Supervisors adopted Resolution #7 declaring the Township's intent to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual dated December 16, 2008 (amended July 23, 2009). The procedures under the Act require that the Board of Supervisors adopt a resolution to adopt each individual act of destruction of Non-Permanent records.

The attached Exhibit lists Non-Permanent records of the Township that may be destroyed in accordance with the approved retention schedule. The Exhibit lists the particular documents, years requested for destruction and required retention period.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board last adopted a similar resolution in April 2017.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve Resolution authorizing destruction of the listed Non-permanent records in accordance with the Retention and Disposition schedule for Records of Pennsylvania Municipal Governments.

MOTION/RESOLUTION:

WHEREAS, by virtue of Resolution # 7, adopted April 13, 2009, the Montgomery Township Board of Supervisors declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual, as may be amended and adopted from time to time; and

WHEREAS, each individual act of disposition shall be approved by resolution of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Montgomery Township, Montgomery County Pennsylvania, in accordance with the above cited Retention and Disposition Schedule for Records of Pennsylvania Municipal Governments, hereby authorizes the disposition of the public records as listed in the attachment.

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

## **PUBLIC RECORDS FOR DISPOSAL- 2018**

**AL-1 Administrative and Subject Files-** Consisting of often referred to as Administrative Files, General Correspondence, Program Files or Subject Files. May include correspondence, reports, program forms and other records created or received in the course of administering specific programs and providing basic municipal services. Portions of the file or the complete file may contain records which summarize primary program activities and functions such as annual departmental/office reports, procedural manuals, long-term studies or comprehensive program assessment studies, series of bulletins/ newsletters and other published materials created in connection with special events or the administration of on-going programs, and correspondence documenting agency policy. Such files may also include or consist primarily of routine correspondence; replies not part of a specific subject file; communications on supply, maintenance and other internal operations matters; correspondence of a transitory nature having no value after an action is completed; and general housekeeping records. Files may include items such as technical or professional publications maintained solely for reference purposes that are not considered to be "records" under the Municipal Records Act.  
(Retention Period- Routine correspondence and program files and housekeeping records- as long as of administrative value)

**AL-2 Agendas** Includes agendas for meetings of governing bodies, boards, agencies and committees. Retain one copy permanently if not included with minutes. Retain duplicate copies as long as of administrative value. (Dispose of copies of agendas- all years)

**AL-4 Bonds, Performance and Security-** Consisting of records including bonds required of employees or contractors. All for years 2011 and prior. (Retention period - 6 years after expiration).

**AL-8 Contract Files-** Consisting of advertisements, instruction to bidders, specifications, bids and proposals, bid summary and tabulation sheets, signed original contracts, instructions to bidders, leases or agreements, certified payrolls and other supporting work papers.

- If successful (Bids, Proposals, Price Quotations and Qualified Contractor Memoranda)- All for years 2010 and prior for written agreements. All for years 2005 and prior for construction contracts (Retention period- 6 years after termination of general written contracts. Retain records related to construction contracts 12 years after termination).
- If unsuccessful (Bids, Proposals, Price Quotations and Qualified Contractor Memoranda)- All for years 2014 and prior. (Retention period-Retain 3 years after job completion).
- Contracts and Agreements- All for years 2011 and prior for written contracts. All for 2004 and prior for construction contracts. (Retention period- Retain general written contracts 6 years after termination. Retain construction contracts 12 years after termination)

**AL-10 Disaster plans for Municipal Facilities-** Includes information on disaster response team, emergency procedures, records priorities, rehabilitation/recovery methods, and may include information on supplies and services as well as floor plans. (Retention Period- Retain until superseded or obsolete.)

**AL-12 Election Records-** Consisting of Ethics Commission Statements of Financial Interest. All for years 2012 and prior. (Retention period - 5 years).

**AL-14 Grant Administration Records-** Includes fiscal and program records. (Retention Schedule- Comply with retention requirements promulgated by the appropriate administering/funding/licensing agency.)

**AL-15 Hazardous Substance Survey Forms (HSSF)-** hazardous substances present at workplaces

and their chemical abstract service numbers, chemical names, and physical and health hazards. Required by the Pennsylvania Department of Labor and Industry, Worker and Community Right to Know Program. All for years 1987 and prior. (Retention period - 30 years).

**AL-17 Insurance Claims and Policies-** Consisting of policies or contracts of insurance, claims and supporting papers for liability, property and other areas of municipal operations. All for years 2012 and prior. (Retention period - Retain claims 6 years after final settlement. Retain policies, contracts and supporting papers 6 years after expiration, provided all claims have been settled).

**AL-19 Litigation Case Files-** Consisting of papers relating to all types of cases litigated on behalf of the municipality by the solicitor. (Retention period - Retain closed cases as long as of administrative and legal value).

**AL-20 Liquid Fuel Tax Records-** Consisting of copies of vouchers and cancelled checks, bank statements, bills, correspondence with the Pennsylvania Department of Transportation regarding aid applications and other records pertaining to the use of Liquid Fuels Tax Funds. All for years 2010 and prior. (Retention period - 7 years).

**AL-22 Master Property and Equipment/Fixed Assets Inventories-** Consisting of Listing of all municipal-owned equipment and physical property. May include equipment lists, serial or model numbers, purchase costs, insurance records, expenditures and year purchased. "Fixed assets" involves property used for the production of goods and services, such as machinery, mineral resources, buildings etc. All for years 2012 and prior. (Retention period - Retain property and equipment inventories 5 years after superseded or obsolete).

**AL-23 Material Safety Data Sheets(MSDS)-** Consisting of information supplied by manufactures on all hazardous substances in particular products used in the workplace in conformance with section 4 of Act {35P.S.7304}. Indicates product identification; ingredients; fire, explosion and reactivity data; environmental and precautionary information; health hazard data; and suggested first aid. Used to comply with the U.S. Department of Labor, Occupational Health and Safety Regulations. All for years 1987 and prior. (Retention period - 30 years).

**AL-25 Municipal Lien Files-** Consisting of Liens filed by a municipality to secure payment for taxes or other purposes. All for years 2016 and prior. (Retention period - 1 year after satisfaction).

**AL-26 Municipal Obligations-** Consisting of records relating to the financing of municipal projects through bonded indebtedness and loans. May include applications, proposals, correspondence, and the original financial instruments.

- Bonds and Coupons- All for years 2011 and prior. (Retention period- 6 years after cancellation)
- Cancelled Notes- All for years 2011 and prior (Retention period- 6 years)
- Loan Files- All for years 2011 and prior (Retention period- 6 years after final payment on loan)

**AL-28 Notices of Violation of Municipal Ordinance-** Consisting of notice of violation, correspondence and resolution. All for years 2017 and prior. (Retention period - 30 days after issue is settled or resolved).

**AL-29 Oaths of Municipal Officials-** All for years 2011 and prior. (Retention period - 6 years).

**AL-30 Permits and Licenses -** Consisting Business or special event license or permit issuance records covering vendors, peddlers, trash collectors, flea markets, yard sales, entertainment and

recreational events, explosive license records or other local legislation and similar permit applications. All for years 2014 and prior. (Retention period - 3 years after expiration of license or denial of application).

**AL-31 Petitions** -All for years 2012 and prior. (Retention period - 5 years).

**AL-35 Public Meeting/Hearing Notices and Proof of Publication-** Consisting of Notice contains information such as meeting date, location and time. Proof of publication includes documentation verifying that proper public notice was given. All for years 2007 and prior. (Retention period -10 years).

**AL-36 Recycling Program Records-**All for years 2007 and prior. (Retention period - 10 years).

**AL-39 Request for Service Records-** Consisting of nature of request, name of respondent, and resolution. All for years 2017 and prior. (Retention period -1 year after satisfaction of request)

**AL-42 Sales and Use Tax Exemption Certificates-** Consisting of Department of Revenue form includes type of expenditure, name and address of municipality, official's title and signature. All for years 2014 and prior. (Retention period - 3 years from the end of the year in which the last sale or lease takes place).

**AL-43 Survey of Financial Condition Forms (Submitted to Pennsylvania Department of Community and Economic Development)-**All for years 2012 and prior. (Retention period- 5 years).

**AL-44 Survey Records** - Consisting of citizen surveys. (Retention period - as long as of administrative value).

**AL-45 Treasurers' Bond Certifications (Submitted to the Pennsylvania Department of Transportation)-** Consisting of name, municipality, amount of bond, surety company, date, and signatures. All for 2010 and prior. (Retention period - 7 years).

**AL-46 Right To Know Requests-** Consisting of Requests for records made pursuant to open records legislation. Includes written request, information submitted with the request, related communications, and response. All for 2015 and prior. (Retention period - 2 years).

**PS-2 Applications for Employment (Not Hired)-** Consisting of employment applications, resumes, and other pre- employment records for persons not hired. All for years 2016 and prior. (Retention Period- 2 years)

**PS-8 Employee Personnel Records-** Consisting of Applications for Employment, Commendations, Correspondence, Health Insurance Membership Applications, 1-9 Forms, Letters of Resignation, Life Insurance Applications, Performance Evaluations, Personnel Change Forms, Personnel History Card, Photo Identification Records, References, Resume, Retirement Membership Applications, Salary Review Forms, Separation Report, Training Records, and Vacation and Sick Leave Reports.

- **Employees Who Separate With Post-Termination Benefits-**(Retention Period- Retain summary information including employee's name, address, date of birth, Social Security number, job and salary history, benefit information, and termination data permanently if not maintained in a separate file. Retain all other records 5 years after termination of employment. (If applicable, comply with union rules relating to certain types of personnel records such as evaluations and reprimands)) All other records 2012 and prior.
- **Employees Who Separate Without Post-Termination Benefits-** (Retention Period- 5 years)

All for years 2012 and prior).

**PS-9 Equal Employment Opportunity Records-** Consisting of affirmative action report (EE0-4) showing total number of job positions broken down by employment classifications, and related records as well as official discrimination complaint files. All compliance reports and related records for years 2014 and prior. (Retention period- compliance reports and related records 3 years. Retain official discrimination complaint case files 4 years after resolution of case).

**PS-11 Labor Negotiations File** - Consisting of correspondence, reports and other documents used to negotiate contracts with Police Labor Union. All for years 2010 and prior. (Retention period - 5 years after expiration of contract).

**PS-12 Police Labor Union Contracts** - Consisting of contracts negotiated with Police Union includes date, terms of agreements and signatures of appropriate officials. All for years 1993 and prior. (Retention period 20 years after expiration).

**PS-13 Union Grievances-** Consisting of records filed by employees represented by labor unions alleging violations of the contract. Record usually indicates date, parties involved, and grievance. All for years 2014 and prior. (Retention period- 3 years after final resolution.).

**PS-14 Worker's Compensation Records** - Consisting of employer's report of occupational injury or disease, hospital statements, doctor's reports, correspondence and other papers relating to claims. Retain 4 years after the signing of final settlement receipts, or 4 years after death of recipient. Retain 10 years if suspension agreement has been filed.

**FN-1 Weekly/Monthly Account Distribution Summaries (Treasurer's Reports)** - Consisting of records showing a summary of receipts, disbursements and other activity against each account. All for years 2014 and prior. (Retention period - 3 years).

**FN-1 Year End Account Distribution Summaries (Treasurer's Reports)** - Consisting of records showing a summary of receipts, disbursements and other activity against each account. All for years 2010 and prior. (Retention period - 7 years).

**FN-2 Accounts Payable Files and Ledgers** - Consisting of bills, check vouchers, invoices, purchase orders and requisitions, receiving reports and other records of payment for goods and services used to document monies spent by the department or cost center. All for years 2010 and prior. (Retention period - 7 years).

**FN-3 Accounts Receivable Files and Ledgers** - Consisting of records that document monies owed and paid to the Township. Generally shows date, department or fund, amount received and account totals. All for years 2010 and prior. (Retention period - 7 years).

**FN-4 Annual Audit and Financial Reports** - Consisting of Elected and Appointed Officials, Survey of Financial Condition and Tax Information submitted to the Pennsylvania Department of Community and Economic Development. All for years 2012 and prior. (Retention period - 5 years).

**FN-5 Duplicate copies of Annual Budgets and Related Records** - Consisting of final budgets approved departmental requests, review files, correspondence and related papers. All for years 2010 and prior. (Retention period - 7 years).

**FN-7 Audit Work Papers** - Consisting of accounting notes and papers used in preparation of official audit reports. All for years 2012 and prior. (Retention period - current plus 3 prior audit cycles).

**FN-8 Balance Sheet Lists**-Consisting of reports showing assets and liabilities, and the financial condition of the municipality on the last day of the accounting period. All for years 2010 and prior. (Retention period - 7 years).

**FN-9 Bank Statements and Reconciliations Prepared by Banks**-Consisting of records indicating date, municipal deposits and withdrawals, and account totals. All for years 2010 and prior. (Retention period - 7 years).

**FN-10 Cancelled Checks** - Consisting of checks that have been paid by the bank and returned to the depositor as evidence that the payee has received the funds. All for years 2010 and prior. (Retention period - 7 years).

**FN-11 Check Registers** - Consisting of records showing date, check number, vendor name or number, gross amount, discount and final amount of check. All for years 2010 and prior. (Retention period - 7 years).

**FN-12 Daily Cash Records** - Consisting of records of daily cash balances, receipts and disbursements for each department. All for years 2014 and prior. (Retention period - 3 years).

**FN-13 Deposit Slips** - Consisting of copies of slips listing and accompanying bank deposits showing date, account, check numbers and amounts. All for years 2010 and prior. (Retention period - 7 years).

**FN-15 Expense Reports (Employee)** - Consisting of records of expenditures by employees traveling on official business, May also include receipts, permission slips or authorization forms, and other records relating to travel expenses. All for years 2010 and prior. (Retention period - 7 years).

**FN-16 Periodic Financial Statements** - Consisting of records indicating dates, accounts, receipts, expenditures (actual and budget) and balances. All for years 2015 and prior. (Retention period - until final completion of audit).

**FN-17 Investment Records** - Consisting of records relating to original financial instruments executed to invest municipal funds showing amount of certificate, term and rate of interest. All for years 2010 and prior. (Retention period - 6 years *after cancellation* ).

**FN-18 Purchase Order Files** - Consisting of copies of purchase order with number, name and address of vendor, department and account, date quantity, unit price and total cost. File may also include invoices, bills of lading and purchase requisitions. All for years 2010 and prior. (Retention period - 7 years).

**FN-19 Purchasing Files** - Consisting of records of acquisition of services, goods and equipment. File may include specifications, bids, quotes, contracts and other related papers. All for years 2010 and prior. (Retention period - 6 years).

**FN-20 Supply Requisitions** - Consisting of date, department-requesting supplies, and items needed, total cost and account number. All for years 2015 and prior. (Retention period - 2 years).

**FN-22 Surplus Property** - Consisting of legal advertisements, quotes or offers from vendors, inventory of sale items, receipts or transmittals for funds received and title transfers. All for years 2014 and prior. (Retention period - 3 years)

**FN-23 Street Light Utility and Paid Service Receipts.** All for years 2010 and prior. (Retention period - 7 years).

**FN-24 Vendor Files** - Consisting of vendor's name and address, product and service

information, vendor identification and name of contact person. All for years 2010 and prior. (Retention period- 7 years).

**FN-25 Voucher Files Record** - Consisting of number, date, description of goods or services, and amount and including copy of check or check request indicating date, department, vendor name and amount. All for years 2010 and prior. (Retention period - 7 years).

**PL-2 Employee Payroll Adjustment Records** - Consisting of employee's name and social security number and amounts withheld for Federal and State taxes, insurance, bonds and any other deductions. All for years 2012 and prior. (Retention period - 4 years).

**PL-5 Pay Period Payroll Earnings and Deductions Registers** - Consisting of reports showing employee's name and social security number, gross earnings, taxes withheld deductions, net earnings check number and date of employment. All for years 2012 and prior. (Retention period - 4 years).

**PL-6 Payroll Voucher (Check) Registers** - Consisting of registers showing date, check number and amount, employee's name and social security number, and department. All for years 2010 and prior. (Retention period - 7 years).

**PL-11 Quarterly Returns of Withholding of Federal Income Tax** - Consisting of reports showing Federal Income taxes withheld from employee's pay by quarter. All for years 2012 and prior. (Retention period - 4 years).

**PL-12 Quarterly Statements of State and Local Taxes Withheld** - Consisting of reports showing state and local taxes withheld from employee's pay by quarter. All for years 2012 and prior. (Retention period - 4 years).

**PL-13 Social Security Reports** - Consisting of reports of social security withholdings from employee's pay including employer's name, reporting period, number of employees, wages paid and contributions to the fund. All for years 2012 and prior. (Retention period - 4 years).

**PL-14 Time Cards and Attendance Records** - Consisting of Vacation and Leave Slips and Work Schedules and usually include employee's name, date, and hours worked each day. All for years 2014 and prior. (Retention period - 3 years).

**PL-15 Unemployment Compensation Records** - Consisting of Contributory Form UC-2/2A/2B and Supporting Records including quarterly reports showing unemployment compensation contributions paid by municipality and wage reports indicating social security numbers, employee's names and total wages. All for years 2012 and prior. (Retention period - 4 years).

**PL-16 Wage and Tax Statements** - Consisting of W-2 Forms with employer's name and address; employee's identification and social security numbers, name and address; gross earnings; and amounts withheld for Federal, State and Local Taxes. All for years 2012 and prior. (Retention period - 4 years).

**PL-18 1099 Forms** - Consisting of employer's copy of U.S. Information Return for Calendar Year. All for years 2012 and prior. (Retention period - 4 years).

**TA-1 Bill of Taxes** - Consisting of a list of all unpaid taxes outstanding against any property advertised for by sheriff sale. (Filed by Tax Collector with Sheriff) All for years 2014 and prior. (Retention period - 2 years).

**TA-2 Certifications for Taxes Paid on Real Estate** - Consisting of Certifications provided by Tax Collector on taxes paid on real estate. All for years 2014 and prior. (Retention period - 2 years).



**TA-5 Exoneration Certificates** - Consisting of documents provided to the Tax Collector by the governing body discharging the Tax Collector from collecting a particular tax. All for years 2014 and prior. (Retention period - 5 years).

**TA-6 General and Special Tax Ledgers and Related Records**- Consisting of Real Estate, Per Capita, Occupation, Earned Income, Mercantile, Business Privilege, Amusement and other Local Taxes. All for years 2010 and prior. (Retention period - 7 years).

**TA-9 Tax Return Forms/Cards** - Consisting of records showing date; taxpayer's name; address and social security number. All for years 2010 and prior. (Retention period - 5 years).

**TA-10 Public Utility Realty Reports** - Consisting of reports submitted to the Pennsylvania Department of Revenue. All for years 2010 and prior. (Retention period - 7 years).

**TA-11 Real Estate Transfer Records** (From Recorder of Deeds) Consisting of records of transfer data, property location, valuation data, exemption data, signature and date. All for years 2015 and prior. (Retention period - as long as of administrative value).

**TA-13 Tax Collector's Monthly Report to Township** - Consisting of lists all taxes collected for the reporting period, including beginning balance, total amount collected, discounts, penalties, amount remitted, interest earnings, signatures of tax collector and taxing district and date. All for years 2010 and prior. (Retention period - 7 years).

**TA-15 Tax "Duplicates" (Real Estate and Non-Real Estate)**- Shows taxpayer's name and address, valuations and total taxes due. All for years 2010 and prior. (Retention Period- Retain "duplicates" containing information on tax payments for 7 years. Retain other copies of the "duplicates" as long as of administrative value).

**TA-19 Assessment Appeal Papers**- Relates to appeals by property owners of their tax assessment. Usually consists of appeal form from owner, notices of Board meeting and final decision, relevant correspondence and legal documents if case is appealed to court. All for years 2014 and prior. (Retention Period-Retain 3 years after settlement. Retain 5 years after settlement if appealed to court).

**2018 Files to Shred**

Correspondences on Original Township Building	1950s	AL-1
Police Department info (purchasing cars, etc)	1967	AL-8
PA Dept of Community Affairs (Act 511 Taxes Collected, Survey Sent)	1967 to 1968	AL-1
Asphalt Paving Contract	1967 to 1970	AL-8
Tax Appeals- Assessments and Hearings	1966 to 1972	TA-19
Traffic Lights/Signals	1952 to 1962; 1966 to 1972	AL-1
Plumbing Code Ordinance	1966	AL-1
Fire Protection- Colmar	1954 to 1963; 1966 to 1969	AL-1
Census	1950's; 1966 to 1972	AL-1
Reports of the State Expenditures	1965	AL-1
PA Dept of Internal Affairs- Various topics including Act 511 general info	1965 to 1966	AL-1
Township Building Files- (Cowpath Road Building)	1958; 1955-1963	AL-8
Appt, Resignation, Elected Officials	1955-1971	AL-1
PA Dept of Highway	1953 to 1958; 1967 to 1968	AL-1
Traffic Signal Stump and Route 309 Repair	1967 to 1969	AL-8
Liquid Fuels – Auditor General	1968-1972	AL-20
Fee Schedule	2001	AL-1
Resolutions (Copies)	2001	AL-1
Census Report	2000	AL-1
Adelphia Cable Info	2001	AL-1
Agendas- copies	2002	AL-1
Annual Public Work Bids	2002	AL-8
Curb and Sidewalk Bid	2002	AL-8
Block Party Request Forms	2000-2002	AL-1
Community Map Info	2001-2002	AL-1

Fee Schedule	2002	AL-1
General Correspondences	2000-2001	AL-1
Invitation Letters to Events	2002	AL-1
Montgomery County Info (general letters, brochures)	2002	AL-1
Montgomery Elementary Home and School Meeting	2002	AL-1
Payment of Bills	2002	AL-1
Norristown Public Library –Thank you letter	2002	AL-1
North Pen Senior Center (Info, brochures)	2002	AL-1
Newsletters Received from Outside Organizations	2002	AL-1
Department Goals	2001-2002	AL-1
Monthly Reports	2002	AL-1
General Info from Montgomery County Planning Commission	2002	AL-1
Pension Committee Resolution (copy) Erwin Gant appt	June 2007	AL-1
Various Police Memos	2002	AL-1
Various Memos/Monthly Reports – Public Works	2002	AL-1
Memo – Sewer Emergency Call List	2002	AL-1
Resolutions -copies	2002	AL-1
Partnership TMA Info	2002	AL-1
Visiting Nurse Merger Info and Donation Thank you	2002	AL-1
Volunteer Brunch info	2002	AL-1
Police Contracts (Other Municipalities)	1981-1985	AL-1
Arbitration Exhibits	1983	PS-11
Police Reports (various, Bruce Bailey’s Retirement)	1970s-1980s	AL-1
Police- Misc. (Various memos, letters, brochures)	1978-1982	AL-1
APMM Conference Info	1980	AL-1

Neighborhood Youth Corps (Program through Montgomery County Training and Employment Center) Includes Enrollment information, Quarterly Reports, Evaluation Forms, Applications, Contracts	1980-1984	PS-8;AL-1
North Penn Chamber Info	1998	AL-1
North Penn School District – Letter allowing use of Township Parking lot	1998	AL-1
Parade, Permits, Sidewalk Sales, Carnivals	1998	AL-30
Pay Phone Commission	1998	AL-1
Copies of 1994 Open Space Plan	1994	AL-1
Montgomery County Open Space Plan	1996	AL-1
Blank Grant Application from DCED	1998	AL-1
Resolutions - copies	1998	AL-1
Post Office Information Zip Code Debate	1998	AL-1
Senate Bill Copy	1998	AL-1
Salute to our Volunteers Event Info	1997	AL-1
Safety Management Committee Minutes	1998	AL-1
Memo- Safety Management Committee	1998	AL-1
Staff Meeting Information	1998	AL-1
TEA21 Transportation Equity Act for 21 <sup>st</sup> Century preparation of grant resolution	1998	AL-1
Telecommunications Act Info	1996	AL-1
TRIAD Program Information (Through Sheriff's office)	1998	AL-1
User Fees Memo	1998	AL-1
PTMA Information	1998	AL-1
Consortium Meeting Files	1994-1995	AL-1
Insurance- Public Official Coverage	1993	AL-1
Employee Training – General Info	1993	AL-1
Various Municipalities Correspondences	1992	AL-1

Personnel Info- General Memos from Dan Olpere	1996	AL-1
Township Policies	1995	AL-1
Volunteer Info	1990	AL-1
Letter from Jon Fox (Congressman) congratulating for COPS UHP Grant	1996	AL-1
Memo EOC	1996	AL-1
County Letter GIS	1996	AL-1
Goals	1996-1997	AL-1
MCATO Info	1996	AL-1
Misc.- Memos from Dan Olpere	1996	AL-1
North Penn Chamber Information	1996	AL-1
Montgomery County Emergency Services Donation Request	1995	AL-1
North Penn High School East File	1994	AL-1
North Penn United Way Info	1996	AL-1
Parades, Permits, Sidewalks Sales, Carnivals	1996	AL-30
Bridging Boundaries without Control Presentation	1996	AL-1
Questionnaires/ Company Info	1996	AL-1
Resolutions - copies	1996	AL-1
North Penn School District Files includes busing, Taylor Site/ Spring Valley Site, Modular Building – Montgomery Elementary	1996	AL-1
Safety Management Committee	1996	AL-1
Senate Bill Copies- 1353, 769, & 2	1996	AL-1
Signs- letters to PennDOT	1996	AL-1
Snow info Blizzard	1996	AL-1
Subscriptions	1996	AL-1
TMA Info	1996	AL-1
Township Printers Logo	1990	AL-1

Transportation Improvement Info Program	1996-1997	AL-1
Staff Meeting Minutes	1996	AL-1
State Transportation Commission Presentation by Dan Olpere	1996	AL-1
Route 309 Repaving Letter	1997	AL-1
Public Comment Registers and Agendas- copies	1997	AL-1
APMM Info	1997	AL-1
Bids- Police Uniforms	1997-1998	AL-8
Bids- Police Vehicles- Cargo Van and Patrol Cars	1997	AL-8
Bids- Park and Rec Comp Plan	1997	AL-8
Bids- Rotadairon Soil Renovator- PW	1997	AL-8
Bids- Rubberized Asphalt Kettle	1997	AL-8
Bids- Snow and Ice Removal	1997-1998	AL-8
Bids- Road Materials	1997	AL-8
Bids- Salt	1997	AL-8
Bids- Portable Toilets	1997	AL-8
Bids- Tree and Lawn Care Treatments	1997	AL-8
Block Party Requests	1997	AL-1
Board of Election Info	1997	AL-1
Building Usage	1997	AL-1
Community Map Info	1997	AL-1
DVWCT Meeting Info	1997	AL-1
Emergency Preparedness Drill	1995	AL-1
Electric Deregulation Solicitations	1997	AL-1
Employee Training- general info	1997	AL-1
Fee Schedule	1996 -1997	AL-1
Block Party/ Road Closing	1998	AL-1
Various Memos regarding Board and copy of resolutions	1998	AL-1

Charitable Contribution Letter	1998	AL-1
Memo Regarding Citizens Participation Ordinance/ Good Neighbor Program	1998	AL-1
Copies of Resolutions- RE: Colmar Fire Co	1998	AL-1
CDBG Grant Income Surveys (unsuccessful grant)	1998	AL-1;AL-44; AL-14
Community Day Info- Letters from the Board to Committee and copy of resolution thanking committee	1998	AL-1
MT Businesses- Letter regarding layoffs	1997-1998	AL-1
Old Program from Roger Erb Tournament- MSA	1998	AL-1
Letter Regarding Environmental Review CDBG Project (Lansdale Borough)	1998	AL-1
MC Dept of Health Program Plans Booklet	1998	AL-1
Montgomery County Consortium Info	1998	AL-1
MCATO Info	1997-1998	AL-1
Misc Letters and Memos from Dan Olpere	1998	AL-1
House Numbering Scout Project	1996-1998	AL-1
Draft of HB2450 Homestead Exemption	1998	AL-1
Goals and Objectives	1997-1998	AL-1
Fee Schedule	1998	AL-1
EAC- Newspaper Article (vacancy on committee); old resumes, resignation, copies of resolutions	1996-1998	AL-1
Library Tech Info and Letter from Resident about wanting library	1998	AL-1
Finance Committee Interview of potential members BES, copy of resolutions to appoint	2002	AL-1
Copies of Various legislation	1997	AL-1
Historical Society – copy of articles, thank you letter for donation	1997	AL-1
Chamber Engineers- schedule rate and insurance certificate	1997-1998	AL-1
PA DEP Survey of Municipalities RE: Local Environmental Concerns	1997	AL-1

Letter from National Environmental Tech. Corp- solicitation of service	1997	AL-1
Farmer's Market Blank Agreement and Info	1995	AL-1
Info from PA Chamber of Business and Industry	1994	AL-1
PA Tax Blueprint Program Info	1998	AL-1
PA League of Cities Newsletter	1998	AL-1
PHEAA- Info on Matching Funds Program	1998	AL-1
General PennDOT Info- Draft Letters	1998	AL-1
PennDOT Letter RE: Loop Signal Replacement with repaving roads	1995	AL-1
YMCA Invitation	1995	AL-1
Copies of Resolutions- Planning Commission	2002	AL-1
Copy of Resolution to Participate in PACC Automotive and Equipment Contract	2002	AL-1
Various John Nagel Correspondences	2001	AL-1
BOS Agendas-copies	1999	AL-1
Crack Sealer Bid	1999	AL-8
Novachip Bid	1999	AL-8
Curb and Sidewalk Bid	1999	AL-8
Asphalt and Concrete Bid	1999	AL-8
Equipment Rental with/w/o Operator	1999	AL-8
Stone Aggregate Bid	1999	AL-8
Petroleum Products Bid	1999	AL-8
Portable Toilet Bid	1999	AL-8
Snow and Ice Bid	1999	AL-8
Tree and Lawn Care Treatment Bid	1999	AL-8
Line Street Tree Removal and Clearing Bid	1999	AL-8
APMM Info	1999	AL-1
Admin Vehicle- 1999 Chrysler Concorde Bid	1999	AL-8



4-door Police Vehicle Bid	1999	AL-8
Block Party/ Road Closing	1999	AL-1
Career Day	1999	AL-1
Copies of Resolution RE: Colmar Fire	1999	AL-1
Dan's Car Info Concorde 1999	1999	AL-1
EAC Copies of resolutions; old resumes	1999	AL-1
Copy of a resolution EPA cost sharing	1999	AL-1
Info Trax Program Info	1999	AL-1
Fee Schedule	1999	AL-1
Memo to Staff	1999	AL-1
MCATO Info	1999	AL-1
BOS Meeting Guidelines Info	1999	AL-1
Misc. Letters from County RE: Contract Docs for Office Supplies	1999	AL-1
MC Consortium Meeting Packet Info	1998-1999	AL-1
MC Dept of Health Letter RE: Code Blue	1999	AL-1
Receipts	1969, 1970, 1971, 1972	TA-12
Public Safety Committee- Various Memos (recommending hiring different positions)	1969-1972	AL-1
Township Building and Property (Cowpath) – various info on installing fixtures and a flag	1969-1972	AL-1;AL-8
Withholding Taxes Info	1969-1970	PL-17
Amusement Tax	1970-1971	TA-6
Fines (Log)	1970-1972	AL-1
Township Public Liability Policy	1970-1972	AL-17
Kendree & Shepherd Agreement for Planning Services	1970-1971	AL-8
Misc. Letters (general)	1970-1971	AL-1
General Letters from Montgomery County	1970-1971	AL-1

North Penn School District (General Info)	1970-1973	AL-1
Highway Safety Applications Grants- Police	1970-1972	AL-14
Roadmaster –Various Memos	1970-1972	AL-1
Snow Removal Information	1970-1973	AL-1
PA State Quarterly Report- Social Security	1970-1971	PL-13
Township Equipment Information	1970-1971	AL-1
Youth in Gov't Day	4/15/1970	AL-1
Various Letters- NWWA	1959-1972	AL-1
Copies of MT Zoning Ordinance	Rev. 8/9/1968	
Sweeten (Resident) Drainage- Morningside Drive	1971	AL-1
Insurance Hospitalization (Bakers Life)	1971-1973	AL-17
Investments	1971-1974	FN-17
Montgomery County Disaster Office Damage Reports	1971	AL-1
Montgomery County Soil and Water Booklet (Conservation Dist)	1971-1973	AL-1
Letters/Info (general)- PA Dept of Community Affairs	1971	AL-1
PA Dept of Property/Supplies (Gov't Purchasing)	1971-1973	AL-1
PA Crime Commission Grant- Training and Police Study	1971	AL-14
PSATS Info	1971	AL-1
Petitions to PennDOT -309 Intersection	1971	AL-1
Health Services (Regional) Info	1971-1972	AL-1
Various Letters, Memos- Police Dept.	1971	AL-1
Taxes- Real Estate	1971, 1972	TA-15
Tax Refunds	1971	TA-15
Transfer Taxes	1971	TA-11
Amusement Taxes	1972-1976	TA-6
Appointments	1972-1975	AL-1

Building Inspector (Hours worked)	1972-1973	AL-1
Civil Defense (Creation of Office)	1972-1973	AL-1
Election Referendum Taxes	11/7/1972	AL-1
Various- Finance- Treasurer Statements	1973	FN-16
Flood Insurance	1972	AL-17
Insurance- Prudential	1972-1974	AL-17
Withholding State Income Tax	1972-1974	PL-12
William Detweiler- Consultant to handle PR Comp Plan (general responsibilities)	1972-1973	AL-1
Transfer Taxes	1972-1974	TA-11
Township Officer Copier Info	1972	AL-1
Police Dept.- Various general letters, memos	1972, 1973	AL-1
PA Department of Community Affairs Info	1972-1975	AL-1
Montgomery County General Information	1972-1974	AL-1
Misc- general letters	1972, 1973	AL-1
Inter-gov letters (other municipalities)	1972-1974	AL-1
Agendas-copies	1973-1975	AL-1
Cable TV/Communications Seminar (FCC)	1973-1974	AL-1
Delaware River Basin	1973-1974	AL-1
Montgomery County Gov't Study Commission- Home Rule	1973-1974	AL-1
Inter Office Memos	1973-1974	AL-1
Insurance	1973-1974	AL-17
Occupation Privilege Tax	1973-1975	TA-6
Receipts	1973	TA-12
SEPARC (PA Southeastern PA Regional Council)	1973	AL-1
Taxes	1973-1974	TA-15
Township Building – Various receipts for things done at the old building	1973-1974	AL-1

Typewriter Info	1973-1974	AL-1
Brochures from DVRPC	1974-1975	AL-1
Gov't Purchasing (PA Dept of Prop & Supplies)	1974	AL-1
Misc- General Letters	1974-1975	AL-1
PA Dept. Rev. (Gas Tax & Utility Tax)	1971;1974-1977	AL-1
Police Applications	1974-1975	PS-2
Police – Public Employment Manpower Program – County	1974-1977	AL-1
Police Dept.- WE Bradley, general info	1974	AL-1
Receipts	1974, 1975	TA-12
Snow Removal	1974-1976	AL-1
Police Investigation Unit Grant	1977	AL-14
Amusement Tax	1977	TA-6
Montgomery Civic Group-general letter	1975	AL-1
Investments	1975	FN-17
PA Dept of Community Affairs Info	1975	AL-1
Roads- General	1973;1975-1976	AL-1
Roadmaster	1973-1974;1975-1976	AL-1
Safeguard Business Systems Brochure	1973	AL-1
PSATS Info	1973-1974	AL-1
Tax Anticipation Notes	January 1974	AL-1
Wissahickon Valley Watershed (General Info)	1974	AL-1
Eastern Montgomery Cultural Enhancement Endeavor Proposal for Venue	1998	AL-1
Historical Society General Info	1993, 1998	AL-1
Reassessment	1998	TA-19
Public Works Dept- general, monthly reports, etc.	1998	AL-1
Legal Notices	1998	AL-1

MT Litigation Matters Update (In folder Legislation)	1998	AL-1
McCloskey & Faber PC- Certificate of Insurance, Landscape Architect	1998	AL-8
Police Department General Info	1998	AL-1
Liquid Fuel Information	1980's-1990's	AL-20
Park Comp Committee info	1997	AL-1
Fire Marshal- General Info	1993	AL-1
Sale of Township Building (Cowpath)	1997	AL-8
Facility Solutions Group Solicitation for Township Building Expansion (General)	1998	AL-1
General Traffic	1998	AL-1
State Transportation Hearings	1991	AL-1
Township Building Dedication	1995	AL-1
Montgomery County Assessment Board	1995	TA-19
Montgomery County Board of Elections (General Info)	1995	AL-1
Montgomery County Dept of Housing (general info about CDBG)	1996	AL-1
Public Works Department- General Information	1996-1997	AL-1
COPS Grant	1996	AL-14
Police Training Area (Basement)	1996-1999	AL-1
Police Department- General Correspondences	1996-1997	AL-1
Taxes- Roll back (Holl/Cutler)	1995	TA-15
State Workers Insurance Certificate	1996	AL-1
Vilsmeier Auction	1996	AL-8
Complaints- Home Occupation- Perilli	1997	AL-1
Board of Supervisors- General info	1997	AL-1
Board of Assessments	1997	TA-19

Bid- Shade Trees	1997	AL-8
Montgomery County Consortium Info	1997	AL-1
Safety Management Committee	1997	AL-1
Roads- General	1997	AL-1
PSATS Info	1997	AL-1
PennDOT- General Info	1997	AL-1
Public Comment Register	1997	AL-1
North Penn Chamber of Commerce	1997	AL-1
North Penn Regional Improvement Assoc. NPRIA	1997	AL-1
North Penn School District- general	1997	AL-1
NWWA general, annual report	1997	AL-1
Other Municipalities letters	1997	AL-1
Parade, Sidewalk Sales, Carnivals	1997	AL-30
Montgomeryville Post Office-general	1997	AL-1
Municipal Managers Association	1997	AL-1
MT Transportation Task Force Report	1988-1989	AL-1
MT Fall Newsletter	1997	AL-1
Resolutions-copies	1997	AL-1
Montgomery County Emergency Services	1997	AL-1
Montgomery County Dept of Housing – general	1997	AL-1
Montgomery County Health Dept-general	1997	AL-1
Memo to staff	1997	AL-1
MT Businesses- general, layoffs	1997	AL-1
Report from MC Sheriff's Dept	1997	AL-1
MT Community Day-general correspondences (prior to AF Committee)	1997	AL-1
SEATO- Hosted by Chester County Consortium	1997	AL-1
Copy of Senate Bills	1997	AL-1
Signs-general	1997	AL-1

Staff Meetings	1997	AL-1
Temple Ambler Rec Center	1997	AL-1
TMA Info	1997	AL-1
Traffic Signals-general	1997	AL-1
Vilsmer Auction	1997	AL-8
VMSC-general	1997	AL-1
Admin Intern projects	1998	AL-1
Alarm System Upgrade (CVFD, VMSC, PW)	1998	AL-8
BOS Agendas-copies	1998	AL-1
Bids- Curb and Sidewalk	1998	AL-8
APMM Info	1998	AL-1
Bids- Police Uniforms	1998	AL-8
Bids- Novachip	1998	AL-8
Bids- Road Materials	1998	AL-8
Bids- Computer Systems	1998	AL-8
Bids- Shade Trees	1998	AL-8
Bids- Sale of County Line Road Property	1998	AL-8
Bids- Portable Toilets	1998	AL-8
Bid- Snow and Ice Removal	1998	AL-8
Bid- Novachip	1998	AL-8
Bid- Sweeper- PW	1998	AL-8
Bid – Police Vehicles- (2 SUVs and 3 sedans)	1998	AL-8
Bid- Shade Tree	1998	AL-8
Bid- Tree and Lawn Care Treatments	1998	AL-8
Bid- Radio Tower	1994	AL-8
Bid- Purchase of Diesel Dump Truck	1994	AL-8
Bid- Pavement Markers	1994	AL-8

Bid- Utility Tractor	1994	AL-8
Bid- Wire/Cable Contract- Township Bldg	1994	AL-8
Board of Supervisors- general	1994	AL-1
Boy Scout Project	1994	AL-1
Goals and Objectives	1994	AL-1
Montgomery Mall Assessment	1994	TA-19
Goals and Objectives- quarterly reports	1994	AL-1
Emergency Preparedness Director-general info	1994	AL-1
Fee Schedule	1994	AL-1
Colmar Fire- General Info	1994	AL-1
Grant-Safety Belt, Child Restraint, Motorcycle Helmet	1994	AL-14
ICMA Info	1994	AL-1
Legislation	1994	AL-1
Misc.- letter	1994	AL-1
Montgomery County Board of Assessment	1994	AL-1
Montgomery County Dept of Health-general	1994	AL-1
MC Consortium Info	1994	AL-1
MC Planning Commission & Board of Elections –general info	1994	AL-1
North Penn Chamber Info	1994	AL-1
News Releases	1994	AL-1
Parades, Block Parties	1994	AL-30
PA One Call System	1992-1994	AL-1
Resolutions-copies	1994	AL-1
Staff Meetings	1994	AL-1
Township Manager Memos	1994	AL-1
Transportation Task Force	1991	Al-1
Taxes	1991	TA-15



Tax Assessment Appeals	1991-1995	TA-19
Roads- General	1994	AL-1
Roads- Computerized Traffic Signals	1995	AL-1
Police Dept – general, memos	1993-1994	AL-1
PW Dept General	1994	AL-1
TMA Info	1994	AL-1
Ordinances- adopted and proposed	1994	AL-1
BOS Agendas-copies	1995	AL-1
Army Corp of Engineers- general	1995	AL-1
APMM Info	1995	AL-1
Bid- Curb and Sidewalk	1995	AL-8
Bid- Code Enforcement Pickup Truck	1995	AL-8
MC Dept of Health- general	1998	AL-1
Bids- Old Township Building Sale	1994	AL-8
Insurance-Flight	1995	AL-17
Legislative Initiative Program	1995	AL-1
Manager Memos	1996	AL-1
Misc. letters	1995	AL-1
MC Planning Commission & Board of Elections- general info	1995	AL-1
MC Municipal Waste Plan	1995	AL-1
Montgomery County Board of Assessments	1995	TA-19
MC Recorder of Deeds	1995	AL-1
Bids-Closed Circuit TV Camera	1995	AL-8
Bids- Cold Mill Recycling	1995	AL-8
Bids- Dispatch Console Enclosures	1995	AL-8
Bids- Computerized Imaging Systems	1995	AL-8
Bids- Computer Systems	1995	AL-8
Bids- Fuel System and Fuel Dispenser	1995	AL-8

Bids- Moving Contract	1995	AL-8
Bids- Landscaping Materials	1995	AL-8
Bids- Police/Admin Cars	1995	AL-8
Bids- Police Uniforms	1995	AL-8
Bids- Public Works Pick-up Truck	1995	AL-8
Bids- Road Materials	1995	AL-8
Bids- Sale of Mobile Home	1995	AL-8
Bids- Snow Removal	1994-1995	AL-8
Bids- Salt	1994-1995	AL-8
BOS- Copies of Resolutions	1995	AL-1
Complaints- general/various correspondences	1990-1994	AL-1
Concerned Citizens- various	1991	AL-1
Dept of Community Affairs-general	1994	AL-1
CDBG Grant- general info	1995	AL-1
Correctional Industries- general	1995	AL-1
Drought Info	1995	AL-1
MC Drug & Alcohol Task Force-general	1991	AL-1
Colmar Fire Co- General	1991-1995	AL-1
House Bill 2216	1995	AL-1
Goals and Objectives	1995	AL-1
Damage Report- Resolved	1995	AL-1
Greater Philadelphia First Info	1995	AL-1
County Municipal Transit Grant- general	1996	AL-1
North Penn Area Dare Donation	1994	AL-1
Vilsmeier Auction- Police Vehicles	1994	AL-8
Police Promotions	1995	AL-1
Police Department- Monthly Reports	1995-1996	AL-1
Resolutions- copies	1995	AL-1

Staff Meetings	1995, 1996	AL-1
Roads-general	1995	AL-1
General Info from MCPC – Riparian corridor	1995	AL-1
Retirement Dinner – Charles Holl Info	1993	AL-1
Road Dept. Inspection Station	1991	AL-1
Public Works General Info	1995	AL-1
PECO Info- re: economic development (how to get right-a-way from Twp)	1993	AL-1
Prevailing Wage Law	1995	AL-1
Public Utility Committee	1995	AL-1
PA Highway Info Systems	1995	AL-1
PHEAA Info	1995	AL-1
Parade/ Block Party	1995	AL-30
State Transportation Commission	1995	AL-1
Taxes	1995	TA-15
Tax Collector Appointment/Resignation (Prior to Trish)	1972-1995	AL-1
TMA Info	1995	AL-1
Bids- Curb Project- Richardson Road	1992	AL-8
BOS Agendas-copies	1992	AL-1
Transportation Task Force – Final Report	1988-1990	AL-1
Bids- Road Materials	1992	AL-8
Bids- 4-wheel drive flat red truck	1992	AL-8
Township Radio	1991	AL-8
Bids- Salt	1992-1993	AL-8
Bids- Police Station Squad Room	1992	AL-8
Bids- 4-wheel drive loader/backhoe	1992	AL-8
Bids- Snow Removal	1992-1993	AL-8
Bids- Sale of Police Cars	1992	AL-8

BOS – general	1992	AL-1
Companies in MT	1991	AL-1
Emergency Preparedness – general info	1992	AL-1
Customer Service Training Info	1992	AL-1
Engineer-Chambers- General	1992	AL-1
Ethics Statements	1992	AL-12
Fee Schedule	1992	AL-1
Colmar Fire Company- 50 <sup>th</sup> Anniversary info	1991-1992	AL-1
Assessment Info	1992	TA-19
Misc.-general correspondences	1992	AL-1
MCATO-general	1991	AL-1
Legislations (copies of bills- various)	1992	AL-1
Landscape Architect- general	1992	AL-1
Insurance	1992	AL-17
Janitorial Services	1992	AL-1
Historical Society-general	1992	AL-1
Resolutions-copies	1992	AL-1
Road Dept- general	1992	AL-1
Police Dept-general	1992	AL-1
PennDOT-general	1992	AL-1
PA State Contract Info	1992	AL-1
NWWA-general	1992	AL-1
North Penn Chamber- general	1992	AL-1
MC Planning Commission & Board of Elections info	1992	AL-1
MC Consortium Info	1992	AL-1
MC Citizens for Decency (RE: Adult World)	1992	AL-1
Codification	1992	AL-1
Township Manager Memos	1992	AL-1

Bids- Road Materials	1993	AL-8
Bids- Curbs- Public Works Dept	1993	AL-8
Board of Supervisors- general	1993	AL-1
Bids- Woodhollow Recycling Enclosures (project not pursued)	1993	AL-8
Bids- Salt	1993	AL-8
Bids- Finishing Mower	1993	AL-8
Bids- PD 2 4WD Ford Broncos	1993	AL-8
Bids- Cold Mill Recycling- Public Works Project	1993	AL-8
Bids- Sale of Police Vehicles	1993	AL-8
Bids- Snow Removal	1993	AL-8
Bids- Equipment Rental with operator-PW	1993	AL-8
MC Planning Commission and Board of Elections- general info	1993	AL-1
APMM Info	1984-1993	AL-1
BOS Agendas- copies	1993	AL-2
Staff Meetings	1991-1992	AL-1
Montgomery County- Board of Assessments	1993	TA-19
Montgomery County Consortium Info	1993	AL-1
MC Health Dept-general	1993	AL-1
MCATO	1993	AL-1
Misc- general	1993	AL-1
Legislation	1993	AL-1
ICMA Info	1980-1993	AL-1
Highway Safety Grant Application	1992	AL-14
GIS Info	1993	AL-1
Colmar Volunteer Fire –general info	1993	AL-1
Finance Dept- offer letter/copy of resolution	1993	AL-1
Goals and Objectives	1992	AL-1

Fee Schedule	1993	AL-1
Ethics Bill Statements	1993	AL-12
Emergency Preparedness- general	1993	AL-1
Employee Meeting Info- Benefits/Policies	1993	AL-1
District Justice Office (request for own MT DJ)	1989	AL-1
Directory	1993	AL-1
Department of Environmental Resources 198 Grant- EAC Project Woodhollow Recycling (project dropped)	1992	AL-1
Commercial Growth info	1991-1993	AL-1
Township Manager Memos	1993	AL-1
Bids- Road Materials	1994	AL-8
Bids- Tree and Lawn Care	1994	AL-8
APMM Info	1993-1994	AL-1
BOS Agendas-copies	1993	AL-1
Staff Meetings	1990-1992;1990-1993	AL-1
Transportation- ISTEA Info	1993	AL-1
Roads- general	1992	AL-1
Resolutions (copies)	1993	AL-1
Reporter Discussion Group (Change Committee)	1993	AL-1
Public Employee Retirement Study Commission	1993	AL-1
PennVest Program Survey	1994	AL-1
Nuclear Waste general Info	1993	AL-1
North Penn Chamber	1993	AL-1
MC Consortium Info	1990	AL-1
MCATO Info	1990	AL-1
MC Assessment Board	1990	TA-19
Misc-general	1990	AL-1

Metrophone Tower Site- denied by BOS	10/22/1990	AL-1
Lyme Disease Info	1990	AL-1
Mercantile Tax Proposal	1987	AL-1
Bids- Police Admin Car	1990	AL-8
Bids- Low Box Trailer	1990	AL-8
Bids- Stake Body Truck	1989	AL-8
Bids- Electric Hydraulic Aerial Lift	1990	AL-8
Legislation	1990	AL-1
MC Planning Commission/Board of Elections- general	1990	AL-1
MTBSA-general info	1990	AL-1
MC Mosquito Control	1990	AL-1
MC Annual Report Subdivision, Land Dev./Zoning	1993.1994	AL-1
North Penn Chamber	1990	AL-1
Bids- Richardson Road Widening	1989	AL-8
BOS –general	1990	AL-1
Cable-Adelphia	1990	AL-1
Census	1990	AL-1
Computer Information	1990	AL-1
Concerned Citizens of MT	1990	AL-1
CPA Firms- info	1990	AL-1
PA Dept of Community Affairs-general	1990	AL-1
Emergency Preparedness-general	1990	AL-1
Engineer- John Chambers- general	1990	AL-1
Ethnics Statements	1990	AL-12
Fee Schedule	1990	AL-1
Fire Company- Colmar	1990	AL-1
Historical Society-general	1990	AL-1
Insurance	1990	AL-17

North Penn Area Regional Waste Management Commission Reports	1985,1989	AL-1
NWWA-general	1990	AL-1
PennDOT Route 202 Bypass – various	1983-1990	AL-1
Resolutions (Copies)	1990	AL-1
Police Vehicle	1990	AL-1
PennDOT –general	1990	AL-1
PennDOT-Mileage Additions/Liquid Fuels	1990	AL-20
Prevailing Wage	1990	AL-1
PA Economy League Info	1990	AL-1
PA League of Cities	1990	AL-1
PA State Contracts	1990	AL-1
Police Dept- general	1990	AL-1
Police Dept- Highway Safety Grant	1990	AL-14
Real Estate Transfer Tax- Montgomeryville Industrial Center	1988-1990	TA-11
Traffic-general	1990	AL-1
Roads – general	1990	AL-1
Rosters/Directories	1990	AL-1
Sale of Township Vehicles	1990	AL-8
SARA Title III- hazardous materials responsibilities	1986	AL-1
Solid Waste Advisory Committee (interested resident letter)	1990	AL-1
Staff Meetings	1990	AL-1
Taxes	1990	TA-15
Tax Office Lease – Faith Evangelical Church	1990	AL-1
Telephone System	1990	AL-1
Township Growth	1990-1993	AL-1
Township Manager Memo	1990	AL-1



Traffic Counts	1990	AL-1
Traffic Projects-general	1990	AL-1
BOS Agendas-copies	1991	AL-1
Bids- Crawler Loader	1991	AL-8
Bids- Road Materials	1991	AL-8
Codification	1989-1991	AL-1
Bids- Sale of Police Cars	1991	AL-8
Bids- Sale of 84' Chev. Police Admin Vehicle	1991	AL-8
Bids- Salt	1990	AL-8
Bids- Snow Removal	1991-1992	AL-8
Board of Supervisors- general	1991	AL-1
Cable-Info	1991	AL-1
Emergency Preparedness- general	1991	AL-1
Engineer- Chambers- general	1991	AL-1
EPA general info about Superfund Sites	1992	AL-1
Ethnics Statements	1991	AL-12
Fee Schedule	1991	AL-1
Fire Company- Colmar-general	1991	AL-1
MC Assessment Board	1991	TA-19
North Penn Chamber Info	1991	AL-1
NWWA	1991	AL-1
North Penn School District-general	1990-1991	AL-1
MC Planning Commission & Board of Elections-general	1991	AL-1
Consortium Info	1991	AL-1
Misc-general	1991	AL-1
Janitorial Contract Service Master	1989-1992	AL-1
Insurance	1991	AL-17

Historical Society-general	1991	AL-1
Other Municipalities (different project notifications etc.)	1988-1991	AL-1
Copies of Resolutions	1991	AL-1
SEPTA- general info	1989-1991	AL-1
Roads- general info	1991	AL-1
Police Vehicle Purchase Info	1991	AL-1
Police Dept- general info	1991	AL-1
PA State Contracts	1991	AL-1
PSATS Info	1986-1991	AL-1
PA One Call System info	1987-1991	AL-1
PennDOT- general info	1991	AL-1
PennDOT Highway Safety Program-general info	1991	AL-1
Colmar Fire- general	1989	AL-1
Complaints- general	1984-1987	AL-1
Dept of Labor Industry-general	1989-1993	AL-1
Fee Schedule	1989	AL-1
DVRPC general info, reports	1984-1988	AL-1
Legislation –copies-various	1980's	AL-1
Landscape Architect- general	1989	AL-1
Misc- general	1985	AL-1
Copy of MC Solid Waste Plan	1982-1985	AL-1
MC Commerce and Economic Development – general	1988	AL-1
MC Dept of Health Info	1989	AL-1
Historical Society Info-general	1987-1989	AL-1
Grants Info- misc.	1988	AL-1
Colmar Fire Company- general	1988-1989	AL-1
Ethnics Statements	1989	AL-12

Engineer-Chambers-general	1989	AL-1
Emergency Preparedness-general	1989	AL-1
Economic Development- general info	1986-1989	AL-1
Dept of Community Affairs- general info	1985-1989	AL-1
Cooperative Purchasing info	1984-1989	AL-1
Community Map Company info	1988-1989	AL-1
Bids- PW Road Materials/Rental Equipment	1989	AL-8
Cable TV Info	1988-1989	AL-1
NWWA-general info	1988	AL-1
PennDOT -general	1989	AL-1
BOS Agendas-copies	1989	AL-1
Copies of Resolutions	1989	AL-1
Bids-Glock Automatic Pistols	1989	AL-8
Bids- Police Telephone Recording Equipment	1989	AL-8
Bids- Snow Removal	1989-1990	AL-8
Bids- Sale of Police Vehicles	1989	AL-8
Bids- Salt	1989	AL-8
Bids- Riding Mower	1989	AL-8
Police Dept-general	1989	AL-1
Police Wage negotiations (other municipalities info)	1987-1989	AL-1
Public Utility Commission Info	1985	AL-1
Roads- general	1989	AL-1
Surveys to other Townships	1986	AL-1
Tax Delinquents Culp	1988 (Terminated)	TA-4
Info about Tax Reform	1988-1989	AL-1
Township Manager Memos	1989	AL-1
Traffic- R. Pearson Reports	1985-1987	AL-1
DVRPC Info about Transportation Partnerships	1988	AL-1

DUI Trash Cleanup Program Info	1988	AL-1
BOS Agendas-copies	1990	AL-1
Bids- Road Materials Rental Equipment	1990	AL-8
Bids- Traffic Signal- County Line & Lower State	1990	AL-8
Bids- Snow Removal	1990-1991	AL-8
Bids- Traffic Signal- Taylor Road & 309	1990	AL-8
Bids- Traffic Signal Controller	1990	AL-8
Township Manager Memos	1988	AL-1
Solid Waste- NP Area Regional Info	1988	AL-1
Emergency Preparedness- general info/old emergency plan	1986-1988	AL-1
Fee Schedule	1988	AL-1
Fireworks Permit (agricultural use)	1988	AL-1
MCPC & Board of Elections- general info	1988	AL-1
North Penn School Report	1987-1988	AL-1
PennDOT- general	1988	AL-1
Copies of Resolutions	1988	AL-1
Police Department- general	1988	AL-1
Roads- general	1988	AL-1
Roadmaster-general	1988	AL-1
BOS Agendas-copies	1988	AL-1
Bids- Snow Removal	1989	AL-8
Bids- Cold Mill Recycling of Commerce & Enterprise Roads	1988	AL-8
Bids- 4-wheel SVU vehicle (canine unit)	1988	AL-8
Bids- Sale of Police Cars	1988	AL-8
Bids- Salt	1988	AL-8
Engineer – Chambers –general	1984-1988	AL-1
Colmar Fire- general	1988	AL-1

Bids- Diesel Dump Truck	1988	AL-8
Bids- Police Cars (2) and van	1988	AL-8
Bids- Emergency Generator	1988	AL-8
Bloodmobile-general info	1985-1988	AL-1
Bids- Road Materials	1988	AL-8
Bids- Tractor	1988	AL-8
Bids- Road Department- various	1988	AL-8
Bids- Street Light Maintenance	1988	AL-8
Bids- Police Vehicles (2) and Admin Vehicle	1988-1989	AL-8
Township Manager Memos	1987	AL-1
Solid Waste- NP Regional and Central Bucks Info	1987	AL-1
Tax Reforms	1987	AL-1
Copies of Resolutions	1987	AL-1
Roadmaster-general	1987	AL-1
Roads- general	1987	AL-1
Police Dept- general	1987	AL-1
PennDOT-general	1987	AL-1
Bids- Traffic Light- Upper State/Horsham	1987	AL-8
Cable TV Info	1984-1987	AL-1
Colmar Fire –general	1987	AL-1
CDBG grant info	1986-1987	AL-1
Info about Consulting Engineers-general	1987	AL-1
Emergency Preparedness- general	1987	AL-1
Fee Schedule	1987	AL-1
Fire Marshal Reports-general info	1987	AL-1
Hunting Info	1986	AL-1
Keystone Small Assistance Corp. Info-general	1987	AL-1
MCATO Info	1987	AL-1

MC Computer System	1987-1989	AL-1
MC Community Block Grant Info	1987	AL-1
PennDOT- general	1986	AL-1
Police Dept- general	1986	AL-1
Roads- general	1986	AL-1
Roadmaster-general	1986	AL-1
Copies of Resolutions	1986	AL-1
Revenue Sharing	1986	AL-1
Solid Waste NP AREA Regional info	1986	AL-1
Staff Meetings	1986	AL-1
Township Managers Memo	1986	AL-1
Township Management Studies	1986	AL-1
BOS Agendas-copies	1987	AL-1
Bids- Road Materials	1987	AL-8
Bids- Street Sweeper	1987	AL-8
Bids- Snow Removal	1987	AL-8
Bids- Garage Doors for Firehouse	1987	AL-8
Bids- Line painting	1987	AL-8
Bids- Sale of PD Mobile Home	1987	AL-8
Bids- Sale of Street Sweeper	1987	AL-8
Bids- Plastic Paving Materials	1987	AL-8
Bids- Milling Machine Rental	1987	AL-8
Bids- Road work- seal coating etc.	1987	AL-8
Bids- Sale of Police Cars (3)	1987	AL-8
BOS Agendas-copies	1986	AL-1
Bids- Road Materials	1986	AL-8
Bids- Air Compressor	1986	AL-8
Bids- Equipment Rental	1986	AL-8

Bids- Dump Truck	1986	AL-8
Bids- Paving	1986	AL-8
Bids- Mobile Home Code Enforcement	1986	AL-8
Bids- Pick-up Truck (mid-size)	1986	AL-8
Bids- Sale of 1979 Police Car	1986	AL-8
Bids- Three Police Cars	1986	AL-8
Bids- Pick-up Truck	1986	AL-8
Bids- Reel Mower	1986	AL-8
Bids- updated Traffic Signals Route 63 & North Wales Road	1986	AL-8
Bids- Accounts Payable Software	1986	AL-8
Business Infrastructure Development Info	1986	AL-1
Census Info	1984-1986	AL-1
Colmar Fire Co- general	1986	AL-1
Dept of Community Affairs- General	1986	AL-1
Emergency Preparedness- Info	1986	AL-1
Fee Schedule	1986	AL-1
Fire Marshal-general	1986	AL-1
MC Planning Commission-general	1986	AL-1
Post Office Info	1986	AL-1
Police Dispatcher Career Program Info	1989	AL-1
Bids- Pennwood Gardens- paving	1984	AL-8
Bids- Road Paving	1984	AL-8
Bids- Various info	1985	AL-8
General bid info	1984	AL-1
Bids for alterations to old Township Bldg	1985	AL-8
Bids- Finance/Computer	1984	AL-8
Bids- Snow Removal	1984	AL-8

Civic Org. general info	1984	AL-1
Close out sale info	1983-1984	AL-1
Colmar Fire Company-general	1984	AL-1
Computer Info	1984	AL-1
Emergency Preparedness –general	1982-1984	AL-1
Fee Schedule	1984	AL-1
Fines	1984	AL-1
Gypsy Moth Info	1980-1983	AL-1
Farm and Home Oil Co. Invoices	1984-1985	FN-2
Housing Info	1984	AL-1
Legislation	1984	AL-1
Copies of Resolutions	1984	AL-1
Memorial Day Celebration	1984	AL-1
Misc-general	1984	AL-1
Montgomery County general	1984	AL-1
Responding to Growth in the North Penn Report from County	1984	AL-1
MC Planning Commission Info- general	1984	AL-1
Newsletters- other organizations	1984	AL-1
Newspaper Clippings	1984	AL-1
North Penn Senior Center- general info	1984	AL-1
PennDOT- general	1984	AL-1
PA Intergovernmental Council	1984	AL-1
PA Local Gov't Inv. Trust	1984	AL-1
PSATS Info	1984	AL-1
Info about Police Applications	1984	AL-1
Purchase and Sale of Police Cars	1984	AL-8
Police Department- general	1984	AL-1



Police- Highway Safety	1984	AL-1
Police-Traffic (accidents, etc.)	1981-1983	AL-1
Public Utility Commission	1984	AL-1
Revenue Sharing	1984	AL-1
Roads- general	1984	AL-1
Road Dept- Equipment Info	1984	AL-1
Sight Distances	1984	AL-1
Soil Conservation-general	1984	AL-1
Street cuts	1984	AL-1
Street Lists	1984	AL-1
Street Trees	1984	AL-1
Traffic Signal (general)	1984	AL-1
Township Manager Memos	1984	AL-1
Utility Tax	1982-1983	AL-1
Workforce Program	1983	AL-1
BOS Agendas-copies	1985	AL-1
Bids- Admin Vehicle	1985	AL-8
Bids- Traffic Signal North Wales Rd and Mall	1985	AL-8
Bids- Carpets	1985	AL-8
Bids- word processor	1985	AL-8
Bids- Office furniture & draperies (old township building)	1985	AL-8
Bids- Traffic Signal (Stump & Horsham)	1985	AL-8
Bids- 4WD Utility Vehicles	1985-1986	AL-8
Bids- Equipment Rental	1985	AL-8
Bids- Paving Projects	1985	AL-8
Bids- Office Supplies	1985	AL-8
Bids- Plastic Pavement Markings	1985	AL-8

Bids- Police Communication Equip	1985	AL-8
Bids- Sale of Police Vehicles	1985	AL-8
Bids- Snow Removal	1985	AL-8
Bids- Breathanalysis Devices	1985	AL-8
Bids- 3 Police Cars	1985	AL-8
Bids- to sell 1954 Dodge Army Truck	1985	AL-8
Bids- Telephone System	1984-1985	AL-8
Bids- Road Materials	1985	AL-8
Colmar Fire Co- general	1985	AL-1
Community Map Company info	1985	AL-1
Consortium Info	1980-1985	AL-1
Emergency Preparedness- general	1985	AL-1
Escrow Accounts	1985	AL-1
Fair Labor Standards Act Info	1985	AL-1
Fire Inspection Info	1985	AL-1
Keystone Small Business Assistance Info	1985	AL-1
Legislation	1985	AL-1
Copies of Resolutions	1985	AL-1
Bankruptcy info Fulton Piano	1985	AL-1
MC Planning Commission Info – general	1985	AL-1
County Library Bookmobile info	1985	AL-1
Newsletter- other organizations	1985	AL-1
Police Dept-general	1985	AL-1
PSATS Info	1985	AL-1
Police Highway Safety Grant	1985	AL-14
Revenue Sharing	1985	AL-1
Roads-general	1985	AL-1
Roadmaster-general	1985	AL-1

Solid Waste (North Penn Resource Recovery) Info	1984-1985	AL-1
PennDOT- general info	1985	AL-1
Traffic Signal- general info	1985	AL-1
Township Manager Memos	1985	AL-1
Transfer Tax	1985	TA-11
Traffic Signal Maintenance Info-general	1985	AL-1
PSATS- Unemployment comp State Interest	1985	AL-1
Police Dept- general info	1983	AL-1
Bids- Police Car Purchasing and Sale	1983	AL-8
Misc- general	1983	AL-1
MCATO	1983	AL-1
Montgomery County- general	1982-1983	AL-1
Montgomery County Planning Commission- general	1983	AL-1
Montgomery County Youth Employment Info	1983	AL-1
Montgomeryville Business Assoc.	1983	AL-1
North Penn Hospital-general info	1979	AL-1
PECO-general info	1980	AL-1
PennDOT General	1983	AL-1
PA Local Gov't Investment Trust info	1983	AL-1
PSATS	1983	AL-1
Township Insurance Program info (Thomson)	1983	AL-17
Insurance Claims	1982-1983	AL-17
Inter-government (Other municipalities)	1983	AL-1
Inter-office memos	1983	AL-1
Investments	1983	FN-17
Job Descriptions	1977-1983	AL-1
Legislation	1983	AL-1

Mercantile Tax- general	1983	AL-1
Mercantile Tax- Reports- old printouts	1983	TA-6
Engineer-Chambers-general	1979-1983	AL-1
Escrow Accounts	1982-1983	AL-1
Fee Schedule	1983	AL-1
Fines	1983	AL-1
Fire Marshal-general	1983	AL-1
Gas and Fuel Invoices (Farm & Home)	1982-1983	FN-2
Amusement Taxes	1983	TA-6
Appointments/Resignations/Elected Officials	1982-1983	AL-1
Auditor General PA Info	1973-1983	AL-1
Bids/Bidder General Info	1983	AL-8
Cable TV	1983	AL-1
Census Info	1982-1983	AL-1
Colmar Fire- General	1983	AL-1
Charge Account Info	1979-1983	FN-2
CDBG Info	1983	AL-1
Cooperative Purchasing Info	1983	AL-1
Dept of Community Affairs- general	1982-1983	AL-1
PennDOT-general	1982	AL-1
PennDot Meeting Info- Route 202 Bypass	1979-1982	AL-1
PA Local Gov't Investment Trust- info	1981-1982	AL-1
PSATS	1982	AL-1
PennDOT Improvements- Five Points Intersection	1976-1982	AL-1
Bid- Police Car Purchasing and Sale	1982	AL-8
Police Dept-general	1982	AL-1
Mercantile Tax Reports- printouts	1982	TA-6
Misc-general	1982	AL-1

MC Training and Employment Program CETA Info	1981-1982	AL-1
MCATO	1981-1982	AL-1
MC Planning Commission- general	1982	AL-1
North Penn School District- general info	1981-1982	AL-1
North Wales Water Fire Hydrant Tax	1981-1982	AL-1
North Penn Water-general info	1982-1995	AL-1
Receipts	1982	TA-12
Copies of Resolutions	1982	AL-1
Revenue Sharing	1982	AL-1
Roads- general	1982	AL-1
Road- equipment info	1981-1982	AL-1
Snow Removal	1981-1982	AL-1
Taxes	1982	TA-15
Tax Assessments	1981-1982	TA-19
Tax Assessment- Culp	1980-1982	TA-19
Township Bldg & Equipment Info	1982	AL-1
Township Manager Memos	1979-1982	AL-1
Transfer Tax	1982	TA-11
Traffic Signals (general)	1974-1982	AL-1
BOS Agendas-copies	1983	AL-1
Police Dept. –general highway safety info	1983	AL-1
Police Intergovernmental Assist. Info	1981-1982	AL-1
Public Utility Commission- general	1980	AL-1
Copies of Resolutions	1983	AL-1
Revenue Sharing	1983	AL-1
Roads- general	1983	AL-1
Roadmaster-general	1982-1983	AL-1
Road Equipment Info	1983	AL-1

Snow Removal	1983	AL-1
Real Estate Tax	1983	TA-15
Tax Anticipation Loan	1982-1983	AL-1
Tax Assessment Hearings	1983	TA-19
Transfer Tax	1983	TA-11
Township Manager Memos	1983	AL-1
Traffic Signal-general	1983	AL-1
PA Auditor General-general info	1984	AL-1
BOS Agendas-copies	1984	AL-1
Assessment Taxes	1984	TA-19
Appointments/Resignations	1984	AL-1
Bids- Equipment sold by Twp- Police Cars/Dump Truck	1984	AL-8
Bids- Telephones	1984	AL-8
Bids- Petroleum Products	1984	AL-8
Investments	1982	FN-17
Legislation	1979-1982	AL-1
Mercantile Tax-general	1982	TA-6
Inter-government (Other Municipalities)	1981-1982	AL-1
Inter-Office	1981-1982	AL-1
Insurance Info	1982	AL-17
Prudential Group Insurance-Terminated	1982	AL-17
Fee Schedule	1982	AL-1
Fines	1982	AL-1
Fire Marshal-general	1982	AL-1
Gas & Fuel Invoices	1979-1982	FN-2
Insurance	1982	AL-17
Close out sale info	1982	AL-1
CDBG Info	1982	AL-1

Cooperative Purchasing	1981-1982	AL-1
DVRPC-general info	1982	AL-1
Ethic Statements	1982	AL-12
Cable TV Info	1981-1982	AL-1
Colmar Fire Info	1982	AL-1
Bids/Bidder	1982	AL-8
BOS Agendas-copies	1982	AL-1
Amusement Taxes	1982	TA-6
Accounts Receivable	1980-1982	FN-3
Utility Tax	1977-1981	AL-1
Water Shortage Info	1981	AL-1
Traffic Signal- Horsham & Upper State Road	1981	AL-1
Traffic Signal- County Line and Route 202	1965-1981	AL-1
Police Dept- Highway Safety Project Year 3	1980-1981	AL-44
Taxes	1981	TA-15
Transfer Tax	1981	TA-11
Township Bldg & Equipment Info	1980-1981	AL-1
Traffic Signal- County Line and Limekiln Pike	1974-1981	AL-1
Receipts	1981	TA-12
Resumes- Sewer Authority	1979-1981	AL-1
Revenue Sharing	1981	AL-1
Roadmaster-general	1979-1981	AL-1
Roads- general	1980-1981	AL-1
Bids- Police Cars	1981	AL-8
Police Dept-general	1981	AL-1
PennDOT-general	1981	AL-1
PennDOT-Replacement & Rehab of Bridges Info	1979-1981	AL-1
PSATS	1981	AL-1

Phila. National Bank- Bond Issue	1981	AL-26
Police Building Info	1981	AL-1
Prudential Insurance Terminated 1982	1979-1981	AL-17
Insurance- Unemployment Comp	1980-1981	AL-17
Investments	1981	FN-17
Mercantile Tax-general	1980-1981	TA-6
Mercantile Tax- Reports/Receipts	1981	TA-6
Misc-general	1981	AL-1
Montgomery County-general	1980-1981	AL-1
MC Planning Commission-general	1981	AL-1
Montgomeryville Business Group	1980-1981	AL-1
Montgomeryville Mart	1974-1981	AL-1
CDBG Info/survey	1980-1981	AL-14
Census	1980-1981	AL-1
Bids/Bidders-general info	1981	AL-8
Amusement Tax	1981	TA-6
BOS Agendas-copies	1980-1981	AL-1
Dept of Community Affairs- general	1980-1981	AL-1
Delaware River Basin Commission-general	1981	AL-1
DVRPC-general	1980-1981	AL-1
Escrow Accounts	1980-1982	AL-1
Fines	1981	AL-1
Colmar Fire-general	1981	AL-1
ICMA Retirement Corp Info	1981	AL-1
Insurance- Banker's Life	1976-1981	AL-17
Insurance	1981	AL-17
Tax Study Info	1982	AL-1
MC Planning Commission-general	1999, 2001	AL-1



Police Monthly Reports	2001	AL-1
PW Dept-General	2001	AL-1
BOS-general	1999	AL-1
Assessment Appeals- Neshaminy Falls	1999	TA-19
Assessment Notice- Manor Dr-	2000	TA-19
Board of Assessment-general	1999	AL-1
Community Day Info (prior to AF)	1999	AL-1
Complaints- various	1999	AL-1
Legislation	1999	AL-1
MT Transportation Improvement Plan Final Report by Pennoni	1999	AL-1
Parade, Carnival, Sidewalk Sales Permits	1999	AL-30
PA Economy League Info	1999	AL-1
Tax Study	1982	AL-1
Police Dept- general	1999	AL-1
PW Dept- general	1999	AL-1
Residents Correspondences	1999	AL-1
Copies of Resolutions	1999	AL-1
Roads- Fall Road Inspection Report	1999	AL-1
Safety Management Committee	1999	AL-1
Staff Meetings	1999	AL-1
Township Mgr Evaluations	1999	AL-1
Traffic-general	1999	AL-1
TMA Info	1999	AL-1
Transportation Task Force	1988	AL-1
BOS Agendas-copies	2000	AL-1
Vilsmeter Auction Co.	1999	AL-8
Year 2000 File		AL-1
Bid- Line Street Detour Signs	2000	AL-8

Bid- Painting of Wood – Township Bldg	2000	AL-8
Bid- Curb and Sidewalk	2000	AL-8
Fee Schedule	1999-2000	AL-1
Goal Summaries	2000	AL-1
Bid – Shade Trees- install and purchase- Windlestrae Park	2000	AL-8
Bid- Equipment Rental	2000	AL-8
Bell Atlantic	2000	AL-1
Bid- PW Road Materials	2000	AL-8
Bid- Asphalt Paver	2000	AL-8
Bid- Sale of County Line Road Property	2000	AL-8
Bid- Portable Toilets	2000	AL-8
Bid- Tree & Lawn Care Treatments	2000	AL-8
DVRPC-general	2000	AL-1
Letters of Interest- Auditor	2000	AL-1
Letters of Interest- Engineers	2000	AL-1
Copier Purchase- Admin	2001	AL-1
Contribution Request	2001	AL-1
Complaint Letters- various	2000	AL-1
MC Emergency Preparedness- general	2000	AL-1
Montgomery County Bicycle Mobility Improvement Program- Info	2000	AL-1
MC Planning Commission-general	2000	AL-1
Robert Pearson Re: Township Library on ballot letter	2000	AL-1
Police Dept- general	2000	AL-1
Copies of Resolutions	2000	AL-1
BOS Agendas-copies	2001	AL-1
Bank Authorizations	2001	FN-9
Bid- Police Uniforms	2001	AL-8

Bid- Shade Trees- Windlestrae Park	2001	AL-8
Bid- Curb and Sidewalk	2001	AL-8
Bid- PW Annual Bids (2 folders)	2001	AL-8
Bids- Road Materials	1978	AL-8
Bids- Road Machinery	1978	AL-8
Police Dept- Highway Safety grant info	1978	AL-1
Police Dept- general	1976, 1978	AL-1
Amusement Taxes	1978	TA-6
PA Economy League info	1978	AL-1
BOS Agendas-copies	1977	AL-1
Road Construction- contract	1977	AL-1
Roads- general	1977-1978	AL-1
Revenue Sharing	1977	AL-1
Strategic Financial Plan- EIT Presentation	2002	AL-1
Stump Road- Reconstruction	1967-1968	AL-1
PA Dept of Community Affairs- general	1970	AL-1
Fire Protection- Colmar	1970-1972	AL-1
PA Dept of Highways- general	1969-1970	AL-1
Roads- general	1969-1972	AL-1
MC Soil & Water Conservation District Info- general	1969-1970	AL-1
DVRPC-general	1969-1970	AL-1
Building Inspector Reports	1969-1971	AL-1
Traffic Signal- Montgomery Square	1968-1971	AL-1
Traffic Signal- Route 463 & Line Street	1968-1974	AL-1
Plumbing Inspection Log	1969-1972	AL-1
Traffic Signal- Route 309 & North Wales Road	1970-1974	AL-1
Asphalt Paving & Supplies	1971	AL-1
Traffic Signals- Route 309 & Hartman	1970-1971	AL-1

Engineers- general	1972	AL-1
PennDOT-general	1971, 1978	AL-1
Liquid Fuels- PennDOT	1977	AL-20
Receipts	1978	TA-12
Road Construction Contract	1978	AL-8
Tax Anticipation Notes (\$50,000)	2/1/1978	AL-26
Tax Anticipation Loan	1977	AL-26
Tax Assessment & Hearings	1973-1978	TA-19
Township Bldg & Property, Equipment-info	1973-1978	AL-1
Taxes	1976-1978	TA-15
Transfer Taxes	1976-1978	TA-11
Traffic Signals- 202(Dekalb) & Welsh (63)	1977	AL-1
Traffic Signals- Route 309 & North Wales Road	1975-1976	AL-1
Wissahickon Watershed Assoc- general info	1975-1976	AL-1
Withholding Taxes- Federal	1976-1978	PL-17
Zoning Officer Report- general no details	1975-1978	AL-1
Township Manager Applications	1979	PS-8
Accounts Receivable	1973-1979	FN-3
BOS Agendas-copies	1978-1979	AL-1
Amusement Taxes	1979	TA-6
Office of Revenue Sharing	1979	AL-1
Bonds	1966-1979	AL-26
Cable TV	1977-1979	AL-1
Census	1073-1979	AL-1
Community Development Program Year 4 (CDBG)	1978-1979	AL-1
Dept of Community Affairs (PA ) – general	1979	AL-1
Investments	1979	FN-17
Insurance (Thomson)	1979	AL-17

ICMA Retirement Corp. Info	1979-1980	AL-1
General Info- Department of Environmental Resource & Health Services	1977-1979	AL-1
DVRPC-general	1977-1979	AL-1
Escrow Accounts	1972-1979	AL-1
Fire Protection-Colmar	1977-1979	AL-1
Flood Insurance & Control Info	1976-1979	AL-1
Insurance	1979	AL-17
Unemployment Comp Tax Insurance	1978-1979	PL-15
Mercantile Tax Reports	1979	TA-6
Montgomery County- general	1978-1979	AL-1
MC Planning Commission- general	1979	AL-1
Montgomeryville Business Association	1978-1979	AL-1
PennDOT-general	1979	AL-1
Phila. National Bank	1978-1979	AL-1
Police Dept-general	1979	AL-1
Bid- Police Car	1979	AL-8
Police Dept.- Highway Safety Grant Year 2	1979	AL-14
Police Public Safety Bldg (Horsham & Upper State Road)- not sure it existed- just plans to build one LDS-138	1976-1979	AL-1
Receipts	1979	TA-12
Revenue Sharing	1978-1979	AL-1
Roads- general	1979	AL-1
Township Bldg Property, equipment info- brochures etc.	1979	AL-1
Traffic Signal- Stump & 463	1972-1979	AL-1
Tax Assessment Hearing	1979	TA-19
Transfer Tax	1979	TA-11
Taxes- Real Estate	1979	TA-15

Social Security Taxes	1977-1979	PL-13
Stump Road/ "S" curved option c-contract	1978-1979	AL-1
Township Manager Applications	1979	PS-2
Amusement Taxes	1980	TA-6
Bids/Bidders-general	1980	AL-8
Appointments/Resignations	1976-1980	AL-1
Building Inspector Reports-general	1974-1980	AL-1
Cable TV	1980	AL-1
Close out sales	1977-1980	AL-1
Delaware River Basin Commission-general	1976-1980	AL-1
CDBG Info	1979-1980	AL-1
Computer Program- Phillips Data	1975-1980	AL-1
Dissolutions/Bankruptcies	1978-1980	AL-1
Fee Schedule	1980	AL-1
Emergency Preparedness-general	1974-1980	AL-1
Fines	1979-1980	AL-1
Fire Protection- Colmar	1980	AL-1
Flood Insurance- Info	1980	AL-1
Insurance	1980	AL-17
Inter-government (Other municipalities)	1975-1980	AL-1
Investments	1980	FN-17
Inter-office	1979-1980	AL-1
Misc-general	1979-1980	AL-1
Mercantile Tax Reports/Receipts	1980	TA-6
MC Planning Commission-general	1980	AL-1
MC Manpower Planning	1977-1980	AL-1
Insurance- Pitcairn	1978	AL-17
Insurance- Workers Comp	1980	AL-17

Insurance- Thomson	1980	AL-17
MC Beautification Program	1978-1980	AL-1
NWWA (water assessments, fire hydrants)	1979-1980	AL-1
Occupation Privilege Tax	1973-1980	TA-6
PennDOT-general	1980	AL-1
PA Dept of Revenue (Utility Tax Refunds)	1978-1980	AL-1
Withholding- Federal Taxes	1979-1980	PL-17
Telephones	1979-1980	AL-1
Traffic Signal- Richardson Road & 309	Prior to 1980	AL-1
Zoning Officer Reports- general no details	1979-1980	AL-1
Taxes	1980	TA-15
Tax Assessment Hearings	1980	TA-19
Transfer Tax	1980	TA-11
Receipts	1980	TA-12
Revenue Sharing	1980	AL-1
Phila. National Bank 1975 Bond Construction Fund	1979-1980	AL-26
Police Dept- general	1980	AL-1
Bid- Police Car	1980	AL-8
Radio Equipment	1979-1980	AL-1
Road Equipment	1979-1980	AL-1
Snow Removal	1980	AL-1
Social Security	1980	PL-13
Road Construction Contract- Knapp Road- no plans	1974	AL-8
Roads –general	1963-1968	AL-1
BOS Agendas-copies	1971-1972	AL-1
PA Department of Environment Resource & Health Services	1973-1974	AL-1

Road Construction Project- not completed	1973-1974	AL-1
Copies of Resolutions	1974	AL-1
Revenue Sharing	1972-1975	AL-1
NWWA (included Fire Hydrant Assessment)	1977-1978	AL-1
Insurance	1975	AL-17
Finance (GOB Bond Issue)	1974-1975	AL-26
Copies of Open Space Plans 1994 (Kept two copies)	AL-1	
Copies of draft copies of 2006 Open Space Plan	AL-1	
RACP Grant Proposal 2014 and 2015 (not awarded)	AL-14	
Cable Surveys- 2001	AL-44	
Comcast Franchise Renewal- 2003 (2 folders)	AL-8	
2001 Proposals for Cable TV Consultants (2 folders)	AL-8	
Cable TV Franchise Adelphia- 1992-1993	AL-8	
Cable TV Franchise Adelphia- 1994	AL-8	
Proposal for Cable Consultant- Rothman Gordon-2001	AL-8	
Adelphia Cable Franchise Agreement-1994	AL-8	
Old Franchise Agreement Info for AEL to get Cable TV- 1971	AL-8	
Adelphia Cable Info- various- 1994-1998	AL-8	
Info from Perkasio Borough Cable Committee/Suburban Cable- 1993-1995	AL-1	
Cable Franchising Info-1992-1993	AL-1	
Cable Info-1993-1995	AL-1	
The Video Project – ordering environmental videos- 2001	AL-1	
FCC Form 394- Agreement between Comcast & Adelphia- 2000	AL-1	
Comcast Cable Compliance Review- December 15, 2002	AL-8	
AT&T/ Comcast Corp Form 394 Application- 2002	AL-1	
Various correspondences w/Cohen- 2002 Rothman Gordon- RE; AT&T Comcast Merger	AL-8	



FCC Petition for Special Relief- Comcast regarding Verizon- 2007	AL-1
1998 Resident Survey Results	AL-44
Lowe's Board of Assessment Appeals – Appraisal-2007	TA-19
Copies of Real Estate Appraisals for Easement- 988 Bethlehem Pike (kept one copy for file)- 2008	AL-1
Township Treasurer Account Books- 1922, 1923, 1925, 1926, 1927, 1928, 1929, 1930, 1931,-1936, 1938-1939; 1940-1949	FN-16
Tax Rolls- 1953-1956	TA-15
Developers Escrow Ending 1975-1979	AL-1
Payroll Journals- 5/1973-12/31/1976; 1977-1978	PL-5
Journal General Fund- 1975-1977	FN-16
Assessment Rolls-1981-1984	TA-19
Assessment Roll- 1966	TA-19
Township Treasurer's Account Books- 1965-1972	FN-16
Assessment Rolls= 1973, 1977-1979; 1981-1985	TA-19
Solid Waste- Independent Health Risk Assessment- August 1988	AL-1
NP Area Regional Waste Management Committee Minutes- 1986 to 1988	AL-1
Info on Haulers- 1990-1991	AL-1
Registered Haulers-1989	AL-1
Bidding Info Municipal Waste Collection-1991	AL-1
Alternative RFP Municipal Waste Disposal-1989	AL-1
Solid Waste Mgt Report -1985	AL-1
Solid Waste Info 1988-1989	AL-1
Stream Supply Agreement-1988	AL-1
Solid Waste- general info- 1970-1971	AL-1
MC Solid Waste Plan- 1995	AL-1
Municipal Waste Management Plan (County) June 1990 Appendix A-D	AL-1
Municipal Waste Management Plan 12/1985 & 1/1985	AL-1

Solid Waste Intergovernmental Agreement- 1990	AL-1
Waste Authority of Northern Montco Minutes- 1989	AL-1
MT Police Building Design- 1976	AL-1
Bids fpr Stump Rd Municipal Building (not awarded)- various (Cable, wiring, electrical, mechanical, general contractor)- 1994	AL-8
Architect Selection Info/Interviews-1989	AL-8
Construction Mgr Proposals (not awarded)-1987	AL-8
Old Township Building (Cowpath) Additions/Alterations Info-1984	AL-1
Bids- Township Bldg Move-1995	AL-8
Architect Proposals- Township Bldg- 1989 (not awarded)	AL-8
Sale of Old Township Bldg (Cowpath)- 1996	AL-8
Board of Supervisors-general- 1996	AL-1
Board of Elections- general- 1996	AL-1
Board of Assessments-1996	TA-19
Block Party Forms- 1996	AL-30
Bids- Snow & Ice Removal- 1996	AL-8
Bids- Tree & Lawn Treatments- 1996	AL-8
Bids- Office Copier- 1996	AL-8
Bids- Portable Toilets- 1996	AL-8
Bids- Computers- 1996	AL-8
Bids- PW Materials-1996	AL-8
Bids- Curb & Sidewalks- 1996	AL-8
APMM- general info- 1996	AL-1
Cost Proposals- construction mgr –Township Building- 1993-1994	AL-8
Moving Contract-1995	AL-8
Architect Contract- Township Bldg- Bid Info	AL-8

Telephone System Info- 1995	AL-8
Complaints- 1995	AL-1
County Computer System Info- Dial In Access-1996	AL-1
DVRPC- general info- 1995	AL-1
Ethics Statements – 1995	AL-12
K&S Consultant Info 1976-1978	AL-8
Receipts- 1976	TA-12
Comp Plan Consultant Info- Willard Detweller- 1974-1976	AL-8
Bid Documents- 1976	AL-8
PW Projects Info-1976	AL-1
Road Construction Projects- 1975-1976	AL-8
Police-general-1976	AL-1
Dept of Community Affairs- 1975-1976- general info	AL-1
Anti-Recession funding – revenue sharing-1975-1976	AL-1
Bucks County Planning Commission-general info- 1976	AL-1
Revenue Sharing- 1976	AL-1
SE PA Regional Council on Intergovernmental Personnel Act (SEPARC) –general info 1976	AL-1
PennDOT –general 1975-1976	AL-1
Insurance- Works Comp Claims- 1974-1978	PS-14
Copies of Resolutions- 1975	AL-1
PSATS-general- 1975-1976	AL-1
Finance Notes Bond - 1975-1977	AL-26
Insurance- 1976-1978	AL-17
HUD –general info- 1975-1976, 1950-1952	AL-1
Flood Insurance- 1973-1976	AL-17
Fire Protection-general- 1974-1976	AL-1
Investments- 1976-1978	FN-17
Interoffice general- 1975-1976	AL-1

Old Bid Documents (not awarded) 1970s-1980s	AL-8
Citizen Survey <ul style="list-style-type: none"> <li>1998 Township Resident and Business Owner General Survey (6 files)</li> <li>2005 Township Resident Survey</li> </ul>	AL-44
Commercial Growth Study 1994 Binder	AL-1
Deeds from 2007	AL-1
Emergency Operations Plan 2007 (4 binders)	AL-10
Real Estate Tax Collector Letters from 2000	AL-1
300 <sup>th</sup> Anniversary Celebration binders (4) <ul style="list-style-type: none"> <li>5k Run</li> <li>Golf Outing</li> <li>Committee Binder</li> <li>Kick-off event</li> </ul>	AL-1
1999 Benefit Renewal Analysis	AL-1
Radiological Emergency Response Plan for Incidents at Limerick Generating Station	AL-10
Resolutions- copies <ul style="list-style-type: none"> <li>2007 -2014</li> </ul>	AL-1
202 Parkway Opening Fun Run 2012 Planning Information	AL-1
BID 2003 Curb & Sidewalks	AL-8
BID 2003 Police Uniforms	AL-8
BID 2003 Public Works Department Annual Bids folder #1 <ul style="list-style-type: none"> <li>Asphalt/Bituminous Concrete</li> <li>Crack Sealer</li> <li>Equipment Rental with Operator</li> </ul>	AL-8
BID 2003 Public Works Department Annual Bids folder #2 <ul style="list-style-type: none"> <li>Petroleum Products</li> <li>Stone Aggregate</li> <li>Portable Toilets</li> <li>Tree &amp; Lawn Care Treatment</li> </ul>	AL-8
BID 2004 Curb and Sidewalk	AL-8
BID 2004 Public Works Department Annual Bids folder #1 <ul style="list-style-type: none"> <li>Equipment Rental with Operator</li> <li>Equipment Rental without Operator</li> <li>Asphalt/Bituminous Concrete</li> <li>Crack Sealer</li> </ul>	AL-8
BID 2004 Public Works Department Annual Bids folder #2 <ul style="list-style-type: none"> <li>Petroleum Products</li> <li>Stone Aggregate</li> <li>Tree &amp; Lawn Care Treatment</li> </ul>	AL-8
BID 2004 Compressor, Air Storage System – Fire Services Dept	AL-8
BID 2004 Rose Twig Park Chain Link Fence/Backstop Project	AL-8
BID 2004 Summer Basketball Camp Program	AL-8
BID 2004 Thermal Imaging Camera – Fire Services Dept.	AL-8
BID 2005 Curb and Sidewalks	AL-8
BID 2005 Public Works Department Annual Bids <ul style="list-style-type: none"> <li>Equipment Rental with Operator</li> <li>Equipment Rental without Operator</li> <li>Asphalt/Bituminous Concrete</li> <li>Crack Sealer</li> </ul>	AL-8

<ul style="list-style-type: none"> <li>• Petroleum Products</li> <li>• Stone Aggregate</li> <li>• Tree &amp; Lawn Care Treatment</li> </ul>	
BID 2006 Autumn Festival	AL-8
BID 2006 Curb & Sidewalk	AL-8
BID 2006 Digital Video Recording System	AL-8
BID 2006 Police Uniforms	AL-8
BID 2006 Public Works Department Annual Bids <ul style="list-style-type: none"> <li>• Equipment Rental with Operator</li> <li>• Equipment Rental without Operator</li> <li>• Asphalt/Bituminous Concrete</li> <li>• Crack Sealer</li> <li>• Petroleum Products</li> <li>• Petroleum Products - Diesel</li> <li>• Stone Aggregate</li> </ul> Tree & Lawn Care Treatment	AL-8
BID 2007 Public Works Department Annual Bids <ul style="list-style-type: none"> <li>• Equipment Rental with Operator - P.K. Moyer</li> <li>• Asphalt/Bituminous Concrete - Eureka Stone Quarry</li> <li>• Crack Sealer - Semmaterials</li> <li>• Petroleum Products - Sunoco</li> <li>• Stone Aggregate - Glasgow, Inc</li> <li>• Tree &amp; Lawn Care Treatment – Moyer</li> </ul>	AL-8
BID 2007 Curb and Sidewalk Drumheller Construction	AL-8
BID 2008 Curb and Sidewalk Project	AL-8
BID 2008 Public Works Department Annual Bids <ul style="list-style-type: none"> <li>• Public Works Materials General File</li> <li>• Equipment Rental with Operator</li> <li>• Asphalt/Bituminous Concrete</li> <li>• Crack Sealer</li> <li>• Petroleum Products</li> <li>• Stone Aggregate</li> </ul>	AL-8
BID 2009 Curb and Sidewalk Project	AL-8
BID 2009 Police Uniforms	AL-8
BID 2009 Public Works Department Annual Bids <ul style="list-style-type: none"> <li>• Public Works Annual Materials</li> <li>• Equipment Rental with Operator</li> <li>• Lawn Care Treatment</li> <li>• Crack Sealer</li> <li>• Petroleum Products</li> <li>• Stone Aggregate</li> </ul>	AL-8
BID 2010 Curb and Sidewalk Replacement	AL-8
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BID 2010 Public Works Department Annual Bids <ul style="list-style-type: none"> <li>• Public Works Annual Materials</li> <li>• Asphalt/Bituminous Concrete</li> <li>• Equipment Rental with Operator</li> <li>• Lawn Care Treatment</li> <li>• Crack Sealer</li> <li>• Petroleum Products</li> <li>• Stone Aggregate</li> </ul>	AL-8
BID 2011 Curb and Sidewalk Replacement	AL-8
BID 2011 Public Works Department Annual Bids	AL-8

<ul style="list-style-type: none"> <li>• Equipment Rental with Operator</li> <li>• Asphalt/Bituminous Concrete</li> <li>• Lawn Care Treatment</li> <li>• Crack Sealer</li> <li>• Petroleum Products</li> <li>• Stone Aggregate</li> </ul>	
Annual Reports- copies	AL-1
300 <sup>th</sup> Anniversary Committee <ul style="list-style-type: none"> <li>• Miscellaneous correspondence</li> </ul>	AL-1
911 <ul style="list-style-type: none"> <li>• Correspondence from 1992</li> </ul>	AL-1
911 County Consolidation <ul style="list-style-type: none"> <li>• 2010 correspondence</li> </ul>	AL-1
ACRE <ul style="list-style-type: none"> <li>• 2004-2005 correspondence</li> </ul>	AL-1
Agenda/Packet Lists <ul style="list-style-type: none"> <li>• 2010/2011</li> </ul>	AL-1
Association of Pennsylvania's Municipal Management	AL-1
Autumn Festival – 2 files <ul style="list-style-type: none"> <li>• 1998-2010 records and correspondence</li> </ul>	AL-1
Bankruptcy Files <ul style="list-style-type: none"> <li>• 1994-2003 correspondence</li> </ul>	AL-1
Capital Reserve <ul style="list-style-type: none"> <li>• Resolution 2004-2009</li> </ul>	AL-1
Cellular Towers <ul style="list-style-type: none"> <li>• 1999 correspondence</li> </ul>	AL-1
Census <ul style="list-style-type: none"> <li>• 2000 MT Information</li> </ul>	AL-1
Centax (EIT) <ul style="list-style-type: none"> <li>• 2003-2005 correspondence</li> </ul>	AL-1
Chambers Associates – General <ul style="list-style-type: none"> <li>• 2005-2006 correspondence</li> </ul>	AL-1
Citizens “U” <ul style="list-style-type: none"> <li>• BAS 2004</li> </ul>	AL-1
Comcast – General <ul style="list-style-type: none"> <li>• 2011 correspondence</li> </ul>	AL-1
Community Development Block Grant <ul style="list-style-type: none"> <li>• 1999 correspondence</li> <li>• 2011 resolutions</li> </ul>	AL-1
Community Map – 2010	AL-1
Court Reporter (stenographer) <ul style="list-style-type: none"> <li>• 2005-2006 correspondence</li> </ul>	AL-1
DCNR <ul style="list-style-type: none"> <li>• 1999-2007 grants</li> <li>• 2001 planning report</li> </ul>	AL-1
DMG Maximum Study – 2001 – 2002	AL-1
Delaware River Basin Commission <ul style="list-style-type: none"> <li>• 1994 – 2005 briefing</li> </ul>	AL-1
Delaware Valley Energy Consortium <ul style="list-style-type: none"> <li>• 2000 correspondence</li> </ul>	AL-1
Dry Erase Board <ul style="list-style-type: none"> <li>• 2005 order</li> </ul>	AL-1

EOP Manual – 2007	AL-10
Earned Income Tax – EIT <ul style="list-style-type: none"> <li>1995-2011 correspondence and resolution</li> </ul>	AL-1
Emergency Management Coordinator 2002-2007 reports	AL-1
Employee Shirts <ul style="list-style-type: none"> <li>Invoices and options 2005, 2007, 2008, 2012, 2014</li> </ul>	AL-1
Finance Committee <ul style="list-style-type: none"> <li>2003 agenda</li> <li>2005-2006 Board Information Summary</li> <li>1997 by-laws</li> </ul>	AL-1
Finance Department – 3 Files <ul style="list-style-type: none"> <li>1997 agendas and 1996 fiscal analysis report</li> <li>2004 – 2011 reports, memos</li> <li>2003 reports, correspondence, resolutions</li> <li>2011 finance dept. report</li> </ul>	AL-1
Fire Marshal <ul style="list-style-type: none"> <li>2006 BAS</li> </ul>	AL-1
Framing Projects – Maps Board Room <ul style="list-style-type: none"> <li>2007 purchase order</li> </ul>	AL-1
Furniture – PI Cubicle 2013	AL-1
Grant Applications 2006-2009	AL-14
Gwynmont Drive Extension <ul style="list-style-type: none"> <li>2003 opposition letter</li> </ul>	AL-1
Handicapped Ramps <ul style="list-style-type: none"> <li>1994-1995 correspondence and information</li> <li>2010 community development block grant</li> </ul>	AL-14
Harper Correspondence <ul style="list-style-type: none"> <li>2001-2003</li> </ul>	AL-1
Hatfield Township <ul style="list-style-type: none"> <li>2005 land use assumptions report</li> <li>2005 communications tower, 2006 Open space plan</li> </ul>	AL-1
Holiday Event <ul style="list-style-type: none"> <li>2007-2011 information and records</li> </ul>	AL-1
Horsham Township <ul style="list-style-type: none"> <li>1999 speed limit reduction</li> <li>2001 zoning board</li> <li>2005 willow grove air base correspondence</li> <li>2006 zoning ordinance amendment</li> </ul>	AL-1
ICMA – Retirement Corp <ul style="list-style-type: none"> <li>1994 correspondence</li> <li>1996 Task Force Survey</li> </ul>	AL-1
ISO Rating <ul style="list-style-type: none"> <li>1983 – 1995 correspondence and reports</li> </ul>	AL-1
Land Use Inventory <ul style="list-style-type: none"> <li>1996 transfer of development rights</li> <li>1980 land use inventory</li> </ul>	AL-1
Library (Proposed) 2 files <ul style="list-style-type: none"> <li>1996 library surveys</li> <li>Architect proposal</li> <li>Ballot questions results</li> <li>Correspondence 1993-1996</li> </ul>	AL-1
Local Government Awards – 2 Files	AL-1

<ul style="list-style-type: none"> <li>• 2005, 2006, 2008 submission</li> </ul>	
Minimum Municipal Obligation – MMO <ul style="list-style-type: none"> <li>• 2005-2007 BAS</li> </ul>	AL-1
Montgomery County Board of Assessment Appeals (2 Files) <ul style="list-style-type: none"> <li>• 1992-2006</li> </ul>	TA-19
Montgomery County Consortium (Surveys, Correspondences, etc.) <ul style="list-style-type: none"> <li>• 2000-2004</li> <li>• 1996 Media Relations for Local Government</li> </ul>	AL-1
Montgomery County Emergency Preparedness <ul style="list-style-type: none"> <li>• County 911 Consolidation report (2009)</li> <li>• Mutual aid agreement</li> </ul>	AL-1
Montgomery County Flood Plain <ul style="list-style-type: none"> <li>• 1996 County Flood Insurance Study</li> </ul>	AL-1
Montgomery County – General <ul style="list-style-type: none"> <li>• 2003-2008 correspondence, Fair Housing Council Newsletters, Lands Trust letters, Planning commission reports, comprehensive plans, annual reports, water supply report</li> </ul>	AL-1
Montgomery County Lands Trust <ul style="list-style-type: none"> <li>• 2006 – 2008, 2014 correspondence</li> </ul>	AL-1
Montgomery County Transportation Plan <ul style="list-style-type: none"> <li>• 2002 County planning commission</li> <li>• 2004 Montgomery County comprehensive plan</li> </ul>	AL-1
Montgomery Greene HOA <ul style="list-style-type: none"> <li>• Greene Gazette 2005-2006</li> </ul>	AL-1
Montgomery Mall <ul style="list-style-type: none"> <li>• 1988 – 2000 correspondence</li> <li>• 2006 Board Information Summary on mall special events</li> </ul>	AL-1
Nappen Associates <ul style="list-style-type: none"> <li>• 1997-2000 correspondence</li> </ul>	AL-1
Naturalized Basins <ul style="list-style-type: none"> <li>• 2004 BAS</li> </ul>	AL-1
Neshaminy Creek Watershed Planning Advisory Committee <ul style="list-style-type: none"> <li>• 1990 – 2005 correspondence</li> <li>• 1991 plans</li> </ul>	AL-1
Neshaminy Water Resources Authority <ul style="list-style-type: none"> <li>• 1985, 1987, 1990, 2011 correspondence</li> </ul>	AL-1
Newsletters 1999 – 2008	AL-1
North Penn School District Succession <ul style="list-style-type: none"> <li>• 1997 secede movement TEAM articles and documents</li> <li>• 2000 correspondence concerning Pennbrook use of township facilities</li> <li>• 2001 permit fees</li> </ul>	AL-1
North Penn YMCA <ul style="list-style-type: none"> <li>• 2009 information about construction of outdoor swimming pool</li> </ul>	AL-1
North Wales Water Authority <ul style="list-style-type: none"> <li>• 1999, 2001 – 2008 Annual Reports</li> <li>• 2002 BIS</li> <li>• 2002-2003 correspondence</li> </ul>	AL-1



Office Furniture <ul style="list-style-type: none"> <li>• 2006 correspondence and purchase order</li> <li>• Lazboy catalogues</li> </ul>	AL-1
Partnership TMA <ul style="list-style-type: none"> <li>• 2003-2013 correspondence</li> <li>• 2003 and 2004 financial report</li> </ul>	AL-1
Patriot Act <ul style="list-style-type: none"> <li>• 2003 memo</li> </ul>	AL-1
PEAK <ul style="list-style-type: none"> <li>• 2002-2008 correspondence</li> </ul>	AL-1
PEL Tax Study – 2 files <ul style="list-style-type: none"> <li>• BAS 2002</li> <li>• 1996 MT Fiscal Analysis</li> <li>• 1997 correspondence and presentation</li> <li>• 2002 correspondence</li> <li>• Impact of Proposed Tax Changes 2002 presentation</li> </ul>	AL-1
PEMA <ul style="list-style-type: none"> <li>• Correspondence 1995-1998</li> </ul>	AL-1
PennSuburban Chamber of Commerce <ul style="list-style-type: none"> <li>• 2013-14 business directory</li> <li>• 2003 presentation</li> <li>• 2000-2005 miscellaneous</li> </ul>	AL-1
PSATS – 2 Files <ul style="list-style-type: none"> <li>• Communication award 2007-8</li> <li>• 2004-2008 proposed and adopted PSAT resolutions</li> <li>• 2010 – 2016 conference information, registration, correspondence (file 2)</li> </ul>	AL-1
Press Releases <ul style="list-style-type: none"> <li>• 2004 communication award</li> <li>• 2004 Collins announcement</li> <li>• 2004 local government week</li> </ul>	AL-1
Recreation Survey 1998 & 2007 <ul style="list-style-type: none"> <li>• 2007 Rec survey proposal and survey</li> <li>• Franklin and Marshall Proposal for Public Opinion Research Services 2007</li> </ul>	AL-44
Resolutions—Duplicates 2007-2014	AL-1
Riparian Resources <ul style="list-style-type: none"> <li>• County planning commission guidebook</li> <li>• Riparian buffer resources 2003</li> </ul>	AL-1
Schwartz, Rep. Allyson <ul style="list-style-type: none"> <li>• 2005 correspondence and BIS</li> </ul>	AL-1
Second Class Township Code <ul style="list-style-type: none"> <li>• 1995 Summary of changes to second class township code</li> <li>• 1996 amendments</li> </ul>	AL-1
SEPTA <ul style="list-style-type: none"> <li>• 2005 annual service plan</li> <li>• 1992-1994 information</li> <li>• 1995 bus passenger shelters</li> </ul>	AL-1
Shared Municipal Services Program <ul style="list-style-type: none"> <li>• 1996 resolution with Towamencin and Upper Gwynedd</li> </ul>	AL-1
SunGard Pentamation	AL-1

<ul style="list-style-type: none"> <li>• 2007 BAS</li> <li>• 2004-2008 correspondence</li> <li>• Business Tax Agreement 2007</li> <li>• SunGuard and MT 2004 Contract Agreement</li> </ul>	
Sunshine Law <ul style="list-style-type: none"> <li>• Sunshine law compliance guide 1996, 2003</li> <li>• 2000, 2006 correspondence</li> </ul>	AL-1
Township Policies <ul style="list-style-type: none"> <li>• Personal property disposal policy</li> <li>• 1995 drug and alcohol policy</li> <li>• 1993 Benefits policy</li> <li>• 1994 Federal Family Medical leave act</li> <li>• 2001 policy updates</li> <li>• 2000 W2 form correction</li> <li>• 2000 donation policy</li> </ul>	AL-1
Township Vehicles – Admin <ul style="list-style-type: none"> <li>• 2005 township manager vehicle purchase order</li> </ul>	AL-1
Traffic Calming Techniques <ul style="list-style-type: none"> <li>• 2002 policy and procedures</li> <li>• 2001 PA Traffic calming handbook</li> </ul>	AL-1
Traffic Impact Study – 309 Traffic Study <ul style="list-style-type: none"> <li>• 1981 – 1984 correspondence, information, accidents, agendas, articles, maps</li> <li>• 1985, 1987 reports</li> </ul>	AL-1
Transportation Improvement Program <ul style="list-style-type: none"> <li>• 1998 County Improvement program</li> <li>• 2003 correspondence</li> <li>• 2001 Lower Gwynedd land use assumption report</li> </ul>	AL-1
Turnpike <ul style="list-style-type: none"> <li>• 2007 opposition to PA Turnpike lease</li> </ul>	AL-1
Underground Storage Tank <ul style="list-style-type: none"> <li>• 1992 information and correspondence</li> <li>• 1991 underground storage tank alternatives</li> <li>• 1989 workshop: environmental issues</li> </ul>	AL-1
Upper State Road & Shopping Center Drive <ul style="list-style-type: none"> <li>• 1999 suburban lighting consultants correspondence</li> <li>• 2004 Pennoni correspondence</li> </ul>	AL-1
Village of Neshaminy Falls <ul style="list-style-type: none"> <li>• 2001/2002 BAS Plan consideration</li> </ul>	AL-1
Volunteer Dinner/ Brunch ( 3 files) <ul style="list-style-type: none"> <li>• Invitations, info, recognition, questionnaire, presentation 1997-2015</li> </ul>	AL-1
Wage & Benefits Policy – Original (1989) <ul style="list-style-type: none"> <li>• 1991 proposed benefits policy</li> <li>• 1994 wage and benefit amendments</li> </ul>	AL-1
Web Site <ul style="list-style-type: none"> <li>• 2001 review</li> <li>• 1999 park and rec board annual report</li> <li>• 2001 forms etc</li> </ul>	AL-1
Welsh Road Interconnect Project <ul style="list-style-type: none"> <li>• 2006 BAS</li> </ul>	AL-1
Welsh Road Task Force <ul style="list-style-type: none"> <li>• 2001-2001 correspondence</li> </ul>	AL-1

<ul style="list-style-type: none"> <li>• State transport commission testimony 2001</li> <li>• 2002 Welsh Road Traffic study</li> </ul>	
Wetlands <ul style="list-style-type: none"> <li>• 1986 federal register</li> <li>• Information</li> <li>• 1997 correspondence</li> </ul>	AL-1
Willow Grove Naval Air Station <ul style="list-style-type: none"> <li>• 2005-2011 information, correspondence, BAS</li> <li>• 2011 Horsham Base Reuse Master Plan</li> </ul>	AL-1
Payroll – 2010	PL-1
Timesheets- 2005	PL-14
Pension Account Activity- 2002-2004	PL-7
Dept of Community Affairs- general 1969, 1977	AL-1
Community Block Grant –general info- 1977	AL-1
Police Department-general- 1958 to 1960; 1964 to 1966; 1968 to 1969; 1977	AL-1
PSATS-general- 1965-1977	AL-1
Roadmaster-general- 1966-1977	AL-1
Snow Removal- 1964-1969; 1977-1978	AL-1
Receipts- 1966, 1967, 1968, 1977	TA-19
Assessor File- 1957 to 1966	TA-19
Firework Permits- 1958-1971	AL-30
Amusement Taxes- 1964-1965, 1966-1969	TA-6
CATV info (Antenna TV)	1964- 1965
Township Building and Property info- 1964-1968	AL-1
Fines- 1965, 1966-1967, 1968-1969	AL-1
Insurance- 1966, 1967-1970	AL-17
Road Repairs- 1965 to 1971	AL-1
Social Security- 1965 to 1967; 1968-1969	PL-13
Police Applications- 1966 to 1969	PS-2
Withholding Taxes- 1966 to 1968	PL-17
PSATS Law Service (Reprints) (Notebook from each year and the legislation enacted)- 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995	AL-1

2014/15 applications – not hired	PS-2
Legal Notices- 1964-1969; 1970-1979;1980-1989;1990-1999; 2001-2002	AL-35
Tax Duplicates – 1996, 1997, 2003	TA-15
Cash Receipts- Real Estate Bills- 1993, 1994, 1995	TA-12
Budget Working documents (not final budget) 1970's, 1980's and 1990's (final budgets and audits were retained)	AL-1
Sewer Files  2 boxes of 2010 A/P files FN2  1 box of Payroll 2008-2010 AL8	FN2 & AL8

2018 Planning and Zoning Record Disposal Listing PZ-882 - 994

PZ-2-882	AT&T store at Montgomery Mall - project canceled - new location found
PZ-4-883	Montgomery Mall Temporary Retail and Kiosks 1993-2011
PZ-16-884	Chick-Fil-A Commerce Group Site - Sketch Plan - inactive
PZ-16-885	Gallup Sketch Plan Route 309 & Stmp Road - inactive
PZ-16-886	Christmas Tree Shop Sketch Plan - inactive
PZ-2-887	1305 Stump Road 1960 House Plan
PZ-16-888	Montgomery Commons Site Plan - duplicate plan
PZ-2-889	Montgomery Walk Dayton II 2007 scanned plan
PZ-2-890	Heather Lea East 69 Schreiner Drive lot 6 2004 scanned plan
PZ-2-891	202 Cheswich Drive Lot 64 Knapp Farm 2007 scanned plan
PZ-2-892	Montgomery Walk 502 W Kennedy Road scanned plan 2007
PZ-2-893	Heather Lea East 74 Schreinder Drive 2007 scanned plan
PZ-2-894	112 Addison Lane Garage Addition 2013
PZ-2-895	301 Ellison Drive House Plans 2013
PZ-2-896	303 Ellison Drive House Plans 2013
PZ-2-897	305 Ellison Drive House Plans 2013
PZ-2-898	307 Ellison Drive House Plans 2013
PZ-2-899	400 Ellison drive House Plans 2013
PZ-2-900	402 Ellison Drive House Plans 2013
PZ-2-901	404 Ellison Drive House Plans 2013
PZ-2-902	406 Ellison Drive House Plans 2013
PZ-2-903	102 Kidalas Court House Plans 2013
PZ-2-904	104 West Kennedy Road House Plans 2013
PZ-2-905	105 Cheswich Drive House Plans 2003
PZ-2-906	202 Cheswich Drive House Plans 2004
PZ-2-907	111 Easton Drive House Plans 2003
PZ-2-908	Montgomery Walk Barclay II Model House Plans
PZ-2-909	Edgewood II Cutler Model Plan with Optional Morning Room
PZ-2-910	108 Noells Way House Plans
PZ-7-911	Contractor Registration 2011
PZ-7-912	JC Penney 1996 modifications duplicate plan (2)
PZ-2-913	JC Penney 1997 Salon Electric Plan duplicate plan
PZ-2-914	Former Albright Garage NE side of Route 309 property file 1952
PZ-2-915	Former Mahon Route 309 property file 1972
PZ-2-916	Former Brooks Route 309 property file 1964
PZ-2-917	Former Novey Route 309 property file 1963
PZ-2-918	Former Marshalls Furniture Store Route 309 property file 1976
PZ-2-919	Former Allied Oil Company Route 309 property file 1960
PZ-2-920	129 Runnymede Drive 2012 addition plan
PZ-2-921	1215 Kenas Road house plans 2012
PZ-2-922	941 Horsham Road House Plans 1993
PZ-2-923	Former 7-eleven store plans at Routes 63 & 202
PZ-2-924	Former 7-eleven store plans at County Line Road and Route 202
PZ-2-925	Former Consumer's Warehouse Plans at 5 Points Plaza
PZ-16-926	Montgomery Mall 1974 Site Plan Duplicate Plan

PZ-2-927	Former First PA Bank Plans at 5 Points Plaza
PZ-2-928	Former Speedy Muffler Plans at 5 Points Plaza
PZ-2-929	Former Northwest Financial Plans at 5 Points Plaza
PZ-2-930	Former North Penn Wholesale Plans Route 309
PZ-2-931	Former Macaroni Grill As-Built Plans at Airport Square
PZ-2-932	Former High Reach Plans on Route 309
PZ-2-933	Former Pecos Pete Plans on Route 309
PZ-2-934	Burger King 1996 Floor Plan duplicate Plan
PZ-2-935	Former Motorcar Makeover at welsh Plaza 1997 Plans Duplicate Plan
PZ-2-936	Jenny Craig 1218 Welsh Road duplicate plans
PZ-2-937	124 Wilder Way House Plans 2015
PZ-2-938	600 Ellison Drive House Plans 2015
PZ-2-939	602 Ellison Drive House Plans 2015
PZ-2-940	604 Ellison Drive House Plans 2015
PZ-2-941	606 Ellison Drive House Plans 2015
PZ-2-942	608 Ellison Drive House Plans 2015
PZ-2-943	610 Ellison Drive House Plans 2015
PZ-2-944	612 Ellison Drive House Plans 2015
PZ-2-945	421 Ellison Drive House Plans 2015
PZ-2-946	Former Rental Tools and Equipment Co. at 320 Stump Road 1978 Plan
PZ-2-947	1060 Bethlehem Pike Cell Tower Duplicate Plan
PZ-16-948	Hankin Subdivision Hartman and Horsham Roads duplicate of S234
PZ-16-949	Dunlap & Pritchard 590 Bethlehem Pike duplicate of LD228
PZ-2-950	Former Witchwood Farms File 1981
PZ-2-951	Former PennView Savings File 706 North Wales Road 1983
PZ-11-952	Former Tax Maps circa 1972
PZ-16-953	Montgomeryville Industrial Center 1982 duplicate of S-239
PZ-2-954	Former Lerner Shop File at Montgomery Mall 1982
PZ-16-955	Toll Brothers Subdivision File duplicate of LDS158
PZ-2-956	Former Stanley Simkins File at 309 & Richardson Road 1982
PZ-2-957	115 Country Lane House Plans 2005
PZ-2-958	Former Solid State Scientific Commerce Drive File 1982
PZ-16-959	Silo/Seltzer Subdivision duplicate of LD233
PZ-2-960	Former Marshall Furniture Store File 1972 Route 309
PZ-16-961	Jack Pera Land Development file duplicate of LD235
PZ-2-962	Former Howard Johnson/Ground Round file at Airport Square 1982
PZ-2-963	Former State Store at 202 Shopping Center 1981
PZ-16-964	Albert Ackerman Subdivision 1980 duplicate of file S-194
PZ-2-965	Former Image Store file at Montgomery Mall 1982
PZ-2-966	Former Jean Nicole Store file at Montgomery Mall 1982
PZ-16-967	Sal Volchok Hartman Road Subdivision 1981 duplicate of S-237
PZ-16-968	Sparks Subdivision 1982 duplicate of S-248
PZ-16-969	Keystone Properties Subdivision duplicate of S-201
PZ-16-970	Montgomeryville Industrial Center Lots 5 & 6 duplication of LD/S-192
PZ-16-971	Leon Ephross Subdivision duplicate of S-214
PZ-16-972	Meadow Glen Subdivision 1978 duplicate of S-161
PZ-2-973	Former Atlantic Books 10 Progress Drive 1981

PZ-2-974	946 Horsham Road House Plans 1987
PZ-2-975	763 Bethlehem Pike Duplicate Sign Plans for NTB
PZ-16-976	Winners Circle duplicate subdivision plan 1992
PZ-2-977	131 Davis Drive Pool Plans 2012
PZ-2-978	1111 Horsham Road House Plans 2004
PZ-2-979	123 Holly Drive House Plans 2012
PZ-2-980	983 Horsham Road House Plans 2003
PZ-2-981	1437 Horsham Road House Addition 2010
PZ-2-982	108 Knollwood Drive Addition Plans 2010
PZ-2-983	107 Kidalas Court House Plans 2013
PZ-2-984	101 Destiny Way House Plans 2013
PZ-2-985	514 West Kennedy Road House Plans 2013
PZ-2-986	102 Destiny Way House Plans 2013
PZ-2-987	419 Ellison Drive House Plans 2013
PZ-2-988	209 West Kennedy Road House Plans 2012
PZ-2-989	415 Ellison Drive House Plans 2013
PZ-2-990	417 Ellison Drive House Plans 2013
PZ-2-991	412 Ellison Drive House Plans 2013
PZ-2-992	601 Ellison Drive House Plans 2013
PZ-2-993	98 Destiny Way House Plans 2013
PZ-2-994	106 Noells Way House Plans 2013

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Authorization to Execute Amendment and Automatic Rollover Services Agreement for the 401(a) Money Purchase Pension Plan

MEETING DATE: September 24, 2018

ITEM NUMBER: #14.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Ann M. Shade, Director of Admin & HR    BOARD LIAISON: Jeffrey W. McDonnell  
Ami Tarburton, Finance Director    Liaison to the Pension Plans



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BACKGROUND:

Authorization is being requested for three adjustments to the Township's retirement plan as listed below:

1. In a detailed review of the 401(a) Money Purchase Pension (MPP) Plan document, offered to non-uniformed employees, it was found that the definition of a "Year of Service", which specifies eligibility for participation in the Plan, included employees who were credited with at least 1,000 hours in a 12-month period. Benefits Consultant Group (BCG), administrator for the 401(a) MPP Plan, has amended the Plan documents to adjust the definition of "Year of Service" to make the eligibility criteria consistent with criteria for the Affordable Care Act (ACA) eligibility. With adoption of this change, employees must be credited with at least 1,560 hours of service in a 12-month period to become eligible for the Plan. Those who had previously met eligibility requirements will continue to participate in the Plan, and because of contractual obligations, Fire Fighters will remain under the 1,000 hour requirement.
2. In order to manage administrative costs for the 401(a) MPP Plan, an amendment has been prepared to initiate an automatic distribution from the plan for terminated employees who have an account balance under \$5,000. If the employee does not indicate the form of distribution (either rollover or direct), the Plan will automatically roll over the employee distribution to an Individual Retirement Account (IRA).
3. In order to implement the automatic distribution amendment to the 401(a) plan, BCG has prepared an Automatic Rollover Services Agreement to establish a custodian, Millennium Trust Company, to open and maintain the IRA's for the automatic distributions as detailed in #2 above.

These recommendations have been reviewed by Steve Sokolic, Esq., Executive Vice President/General Counsel, BCG.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.



BUDGET IMPACT:

These amendments will reduce Township expenses by minimizing administrative costs of maintaining accounts with small balances.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize execution of the amended 401(a) Money Purchase Pension Plan and Summary Plan Description and authorize execution of the Automatic Rollover Services Agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of the amended 401(a) Money Purchase Pension Plan and Summary Plan Description documents and authorize execution of the Automatic Rollover Services Agreement.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

**MONTGOMERY TOWNSHIP 401(A) MONEY PURCHASE PENSION PLAN**

**RESTATED EFFECTIVE OCTOBER 1, 2018**

1.72 **"Valuation Date"** means the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of the Participants' Accounts during the Plan Year, which may include any day that the Trustee, any transfer agent appointed by the Trustee or the Employer or any stock exchange used by such agent, is open for business. Nothing in this Plan requires or implies a uniform Valuation Date for all Accounts; thus certain valuation provisions that apply to an Account that is not valued on each business day will have no application, in operation, to an Account that is valued on each business day.

1.73 **"Vested"** means the nonforfeitable portion of any account maintained on behalf of a Participant.

1.74 **"Year of Service"** means the computation period of twelve (12) consecutive months, herein set forth, and during which an Employee has at least 1,000 Hours of Service, for all purposes other than eligibility. For eligibility, "Year of Service" means the computation period of twelve (12) consecutive months herein set forth, and during which an Employee has at least:

- 1,000 Hours of Service prior to October 1, 2018,
- 1,000 Hours of Service prior to or after October 1, 2018 (Fire Fighters only), or
- 1,560 Hours of Service after October 1, 2018.

However, the Employer may amend the Plan to provide a lesser number of Hours of Service in a Plan amendment for eligibility purposes, vesting purposes, or accrual purposes without adversely affecting the Plan's reliance on the IRS advisory letter.

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service. The participation computation period shall shift to the Plan Year which includes the anniversary of the date on which the Employee first performed an Hour of Service. If there is a shift to the Plan Year, then an Employee who is credited with the required Hours of Service in both the initial computation period and the Plan Year which includes the anniversary of the date on which the Employee first performed an Hour of Service, shall be credited with two (2) Years of Service for purposes of eligibility to participate.

However, where eligibility is more than one (1) Year of Service, for purposes of eligibility for participation, the computation periods shall be measured from the date on which the Employee first performs an Hour of Service and anniversaries thereof.

A Year of Service for eligibility purposes is not credited until the end of a participation computation period.

The computation period shall be the Plan Year if not otherwise set forth herein.

Notwithstanding the foregoing, for any short Plan Year, the determination of whether an Employee has completed a Year of Service shall be made in accordance with Department of Labor regulation §2530.203-2(c).

Years of Service with any Affiliated Employer shall be recognized commencing with an Employee's first day of employment with the Affiliated Employer. Furthermore, Years of Service with any predecessor employer that maintained the Plan shall be recognized.

In the event the method of crediting service is amended from the elapsed-time method to the hour-of-service method, an Employee will receive credit for Years of Service equal to:

- (a) The number of Years of Service equal to the number of 1-year Periods of Service credited to the Employee as of the date of the amendment; and
- (b) In the computation period which includes the date of the amendment, a number of Hours of Service (using the Hours of Service equivalency method elected in the Plan) to any fractional part of a year credited to the Employee under this Section as of the date of the amendment.

## ARTICLE II ADMINISTRATION

### 2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

(a) **Appointment of Trustee and Administrator.** In addition to the general powers and responsibilities otherwise provided for in this Plan, the Employer shall be empowered to appoint and remove the Trustee and/or the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. The Employer may appoint counsel, specialists, advisers, agents (including any nonfiduciary agent) and other persons as the Employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan. The Employer may compensate such agents or advisers from the assets of the Plan as fiduciary expenses (but not including any business (settlor) expenses of the Employer), to the extent not paid by the Employer.

(b) **Appointment of Investment Manager.** The Employer may appoint, at its option, an Investment Manager (qualified under the Investment Company Act of 1940 as amended), investment adviser, or other agent to provide investment direction to the Trustee with respect to any or all of the Plan assets. Such appointment shall be given by the Employer in writing in a form acceptable to the Trustee and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have authority to direct the investment.

(7) Effective for Plan Years beginning on or after January 1, 2007, all the requirements described by this Section 6.5 that apply to the qualified joint and survivor annuity shall also apply to the qualified optional joint and survivor annuity (as described in Section 6.5(a)(1).

(b) In the event a married Participant duly elects pursuant to Section 6.5(a)(1) above not to receive benefits in the form of a joint and survivor annuity, or if such Participant is not married, in the form of a life annuity, the Administrator, pursuant to the election of the Participant, shall direct the distribution of such benefits to a Participant or Beneficiary in one or more of the following methods:

(1) One lump-sum payment in cash or in property allocated to the Participant's Account.

(2) Payments over a period certain in monthly, quarterly, semiannual, or annual cash installments. In order to provide such installment payments, the Administrator may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity Contract for a term certain (with no life contingencies) providing for such payment. The period over which such payment is to be made shall not extend beyond the Participant's life expectancy (or the life expectancy of the Participant and the Participant's designated Beneficiary). Once payments have begun, a Participant may elect to accelerate the payments (reduce the term and increase payments).

(c) Any distribution to a Participant who has a Total Vested Benefit which exceeds \$5,000 shall require such Participant's written consent (or in such other form as permitted by the Internal Revenue Service) if such distribution commences during the time the benefit is "immediately distributable." In addition, the Spouse of a Participant must consent in writing (or in such other form as permitted by the Internal Revenue Service) to a distribution ~~only~~ if the value of the Participant's Account exceeds \$5,000. A benefit is "immediately distributable" if any part of the benefit could be distributed to the Participant (or surviving Spouse) before the Participant attains (or would have attained if not deceased) the later of the Participant's Normal Retirement Age or age 62. Any consent required by this paragraph must be obtained not more than 180 days (90 days for Plan Years beginning before January 1, 2007) before commencement of the distribution.

If the value of the Participant's Total Vested Benefit does not exceed \$5,000, then distribution may only be paid as a lump-sum payment. This distribution does not require the Participant's and the Participant's Spouse's written consent. In the case of a Participant who has commenced receiving benefits in the form of periodic payments, no distribution may be made under the preceding sentence after the Annuity Starting Date unless the Participant and the Participant's Spouse consent in writing (or in such form as permitted by the Internal Revenue Service) to such distribution.

(d) The following rules will apply to the consent requirements set forth in this Section:

(1) No consent shall be valid unless the Participant has received a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan that would satisfy the notice requirements of Code §417 and Regulation §1.417(a)(3)-1 with respect to the Participant's Pre-Retirement Survivor Annuity Account.

(2) The Participant must be informed of the right to defer receipt of the distribution, and for Plan Years beginning on or after January 1, 2007, a description of the consequences of failing to defer any distribution. If a Participant fails to consent, it shall be deemed an election to defer the commencement of payment of any benefit. However, any election to defer the receipt of benefits shall not apply with respect to distributions which are required under Section 6.8.

(3) Notice of the rights specified under this paragraph shall be provided no less than thirty (30) days and no more than 180 days (90 days for Plan Years beginning before January 1, 2007) before the Annuity Starting Date. Notwithstanding the above, the Annuity Starting Date may be a date prior to the date the explanation is provided to the Participant if the distribution does not commence until at least thirty (30) days after such explanation is provided, subject to the waiver of the thirty (30) day period as provided for in Section 6.5(a)(6).

(4) Written consent (or such other form as permitted by the Internal Revenue Service) of the Participant to the distribution must not be made before the Participant receives the notice and must not be made more than 180 days (90 days for Plan Years beginning before January 1, 2007) before the Annuity Starting Date.

(5) No consent shall be valid if a significant detriment is imposed under the Plan on any Participant who does not consent to the distribution.

Any such distribution may be made less than thirty (30) days, subject to Section 6.5(a)(6), after the notice required under Regulation §1.411(a)-11(c) is given, provided that: (1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and (2) the Participant, after receiving the notice, affirmatively elects a distribution.

~~(c) If a mandatory distribution greater than \$1,000 is made in accordance with the provisions of the Plan providing for an automatic distribution to a Participant without the Participant's consent, and the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover (in accordance with the direct rollover provisions of the Plan) or to receive the distribution directly, then the Administrator shall direct that the distribution be made in a direct rollover to an Individual Retirement Account described in Code §408(a) or an Individual Retirement Annuity described in Code §408(b), as designated by the Administrator. The Administrator may operationally implement this provision with respect to distributions that are~~

\$1,000 or less. For purposes of determining whether the \$1,000 threshold set forth in this paragraph is met, the mandatory distribution includes amounts in a Participant's Rollover Account.

(f) All annuity Contracts under this Plan shall be non-transferable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or Spouse shall comply with all of the requirements of the Plan.

(g) Required minimum distributions (Code §401(a)(9)). Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity Contract, shall be made in accordance with the requirements of Section 6.8.

## **6.6 DISTRIBUTION OF BENEFITS UPON DEATH**

(a) Unless otherwise elected as provided below, a Vested Participant who dies before the Annuity Starting Date and who has a surviving Spouse shall have the Pre-Retirement Survivor Annuity paid to the surviving Spouse. The Participant's Spouse may direct that payment of the Pre-Retirement Survivor Annuity commence within a reasonable period after the Participant's death. If the Spouse does not so direct, payment of such benefit will commence at the time the Participant would have attained the later of Normal Retirement Age or age 62. However, the Spouse may elect a later commencement date. Any distribution to the Participant's Spouse shall be subject to the rules specified in Section 6.8.

(b) Any election to waive the Pre-Retirement Survivor Annuity before the Participant's death must be made by the Participant in writing (or in such other form as permitted by the Internal Revenue Service) during the election period and shall require the Spouse's irrevocable consent in the same manner provided for in Section 6.5(a)(2). Further, the Spouse's consent must acknowledge the specific non-Spouse Beneficiary. Notwithstanding the foregoing, the non-Spouse Beneficiary need not be acknowledged, provided the consent of the Spouse acknowledges that the Spouse has the right to limit consent only to a specific Beneficiary and that the Spouse voluntarily elects to relinquish such right. If the Participant does not waive the Pre-Retirement Survivor Annuity before the Participant's death in accordance with the provisions of this paragraph, then the Participant's surviving Spouse may do so after the Participant's death.

(c) The election period to waive the Pre-Retirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age thirty-five (35) and end on the date of the Participant's death. An earlier waiver (with spousal consent) may be made provided a written (or in such other form as permitted by the Internal Revenue Service) explanation of the Pre-Retirement Survivor Annuity is given to the Participant and such waiver becomes invalid at the beginning of the Plan Year in which the Participant turns age thirty-five (35). In the event a Vested Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of such separation from service.

(d) With regard to the election, the Administrator shall provide each Participant within the applicable period, with respect to such Participant (and consistent with Regulations), a written (or in such other form as permitted by the Internal Revenue Service) explanation of the Pre-Retirement Survivor Annuity containing comparable information to that required pursuant to Section 6.5(a)(5). For the purposes of this paragraph, the term "applicable period" means, with respect to a Participant, whichever of the following periods ends last:

- (1) The period beginning with the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35);
- (2) A reasonable period after the individual becomes a Participant;
- (3) A reasonable period ending after the Plan no longer fully subsidizes the cost of the Pre-Retirement Survivor Annuity with respect to the Participant;
- (4) A reasonable period ending after Code §401(a)(11) applies to the Participant; or
- (5) A reasonable period after separation from service in the case of a Participant who separates before attaining age thirty-five (35). For this purpose, the Administrator must provide the explanation beginning one (1) year before the separation from service and ending one (1) year after such separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

For purposes of applying this Section 6.6(d), a reasonable period ending after the enumerated events described in paragraphs (2), (3) and (4) is the end of the two (2) year period beginning one (1) year prior to the date the applicable event occurs, and ending one (1) year after that date.

(e) If the present value of the Pre-Retirement Survivor Annuity Account derived from Employer and Employee contributions does not exceed \$5,000, the Administrator shall direct the immediate lump-sum distribution of such amount to the Participant's Spouse as soon as practicable. No distribution may be made under the preceding sentence after periodic payments have commenced unless the Spouse consents in writing (or in such other form as permitted by the Internal Revenue Service) to such distribution. If the value of the Pre-Retirement Survivor Annuity Account exceeds \$5,000, then an immediate distribution of such amount may be made to the surviving Spouse, provided such surviving Spouse consents in writing (or in such other form as permitted by the Internal Revenue Service) to such distribution. Any consent required under this paragraph must be obtained not more than 180 days (90 days for Plan Years beginning before January 1, 2007) before commencement of the distribution and shall be made in a manner consistent with Section 6.5(a)(2).

**MONTGOMERY TOWNSHIP 401(A) MONEY PURCHASE PENSION PLAN**

**SUMMARY OF PLAN PROVISIONS**

**EFFECTIVE OCTOBER 1, 2018**

**Entry Date.** Your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

#### **How is my service determined for purposes of Plan eligibility?**

**Year of Service.** You will have completed a Year of Service if at the end of the 12-month period beginning on your date of hire you have been credited with at least 1,000 Hours of Service. ~~If you have not been credited with 1,000 Hours of Service by the end of that period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service. The Plan's "eligibility computation period" is the 12-month period for determining if a Year of Service has been completed. However, for the components of the Plan where eligibility is more than one Year of Service, if you have not been credited with 1,000 Hours;~~

- 1,000 Hours of Service prior to October 1, 2018.
- 1,000 Hours of Service prior to or after October 1, 2018 (Fire Fighters only), or
- 1,560 Hours of Service after October 1, 2018

~~If you fail to complete a Year of Service by the end of the 12-month period ending on the first anniversary of your first Hour of Service, you will have completed a Year of Service at the end of any following twelve month period, based on Plan Year which includes your date of hire and anniversaries thereof, during which you were credited with 1,560 Hours of Service (1,000 Hours of Service, for Fire Fighters).~~

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

#### **What service is counted for purposes of Plan eligibility?**

**Service with the Employer.** In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a Break in Service if you complete 500 or fewer Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you think you may be affected by these rules, ask the Administrator for further details.

#### **What happens if I'm a Participant, terminate employment and then I'm rehired?**

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

## **ARTICLE II EMPLOYEE CONTRIBUTIONS**

#### **What are employee mandatory contributions?**

**Mandatory contributions.** In order to become a participant in the Plan, you must agree to contribute 4% of your compensation to the Plan.

You will always be 100% vested (your ownership rights) in any required amounts you elect to contribute to the Plan.

You may wish to stop making required contributions while still employed with us. You may do so by notifying us at least 10 days before the end of a pay period that you want to suspend your savings deposits.

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

#### **When may I withdraw my mandatory contributions?**

You may withdraw the balance of your mandatory contributions and any gains from your mandatory contribution account at the same time you are entitled to a distribution of the Employer contributions to your account.

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from recent changes in the law. Ask the Administrator for further details.

#### **What happens if I terminate employment before death, disability or retirement?**

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Amounts in your rollover account will be considered as part of your benefit as well as for determining if the value of your vested account balance exceeds the \$5,000 threshold used to determine whether you must consent to a distribution.

#### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach your 55 birthday. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age. After December 31, 2015, qualified Fire Fighters who separate employment at or after age 50 will not be subject to the 10% early withdrawal penalty. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan once you reach your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but not later than age 70 1/2. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which constitutes total disability under the federal Social Security Act.

**Payment of benefits.** If you become disabled while a Participant, you will become entitled to receive 100% of your account balance. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)



### How will my benefits be paid to me?

**Annuity Distribution.** If you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you elect an alternative form of payment. This means that you will receive payments for your life, and after your death, your surviving spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. You may elect a joint and 75%, or 100% survivor annuity instead of the standard joint and 50% survivor annuity. You should consult an advisor before making such election.

If you are not married on the date your benefits are to begin, you will automatically receive a life annuity, unless you elect an alternative form of payment. This means you will receive payments for as long as you live. However, if your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

**Consent requirements.** ~~You~~ If your vested account balance exceeds \$5,000, you must consent to ~~receive any distribution of your vested account balance before it may be made.~~ In addition, if your vested account balance exceeds \$5,000 and you want the distribution to be in a form other than an annuity, you (and your spouse, if you are married) must first waive the annuity form of payment. In determining whether your vested account balance exceeds the \$5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash or in property.

### May I elect another form of benefit?

**Waiver of annuity.** If your vested benefit in the Plan exceeds \$5,000, then when you are about to receive any distribution, the Administrator will explain the joint and survivor annuity or the life annuity to you in greater detail. You will be given the option of waiving the joint and survivor annuity or the life annuity form of payment during the 180-day period before the annuity is to begin. IF YOU ARE MARRIED, YOUR SPOUSE MUST IRREVOCABLY CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A NOTARY OR A PLAN REPRESENTATIVE. You may revoke any waiver. The Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Administrator of any change in your marital status.

**Other form of distribution.** If your vested account balance exceeds \$5,000 and you and your spouse elect not to take a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin and have elected not to take a life annuity, you may elect to receive a distribution of your vested account balance in an alternative form of payment. This payment may be made in one of the following methods:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should see the Administrator if you think you may be affected by these rules.

## ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

### What happens if I die while working for the Employer?

If you die while still employed by the Employer, then 100% of your account balance will be used to provide your beneficiary with a death benefit.

### Who is the beneficiary of my death benefit?

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you decide to directly transfer all or a portion of a distribution, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the question entitled "How will my benefits be paid to me?" for a further explanation of this waiver requirement.)

**Automatic IRA Rollover.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will roll over your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this Summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## ARTICLE X PROTECTED BENEFITS

### Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

### Are there any exceptions to the general rule?

There are some exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

Another exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan. The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

### Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested.

Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

## **ARTICLE XI GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

### **Plan Name**

The full name of the Plan is Montgomery Township 401(a) Money Purchase Pension Plan.

### **Plan Number**

Your Employer has assigned Plan Number 002 to your Plan.

### **Plan Effective Dates**

This Plan was originally effective on January 1, 1986. The amended and restated provisions of the Plan become effective on ~~January 1, 2016~~ October 1, 2018. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

### **Other Plan Information**

Valuations of the Plan assets are generally made annually on the last day of the Plan Year and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of the Participants' Accounts during the Plan Year. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan and Trust will be governed by the laws of Pennsylvania (to the extent not governed by federal law).

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

### **Employer Information**

Your Employer's name, address and identification number are:

Montgomery Township  
1001 Stump Road  
Montgomeryville, Pennsylvania 19446  
23-6005687

### **Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Montgomery Township  
1001 Stump Road  
Montgomeryville, Pennsylvania 19446  
215-393-6900

## AUTOMATIC ROLLOVER SERVICES AGREEMENT

This Automatic Rollover Services Agreement ("Agreement") by and between Millennium Trust Company, LLC, an Illinois limited liability company ("Custodian"), and the undersigned plan fiduciary ("Plan Fiduciary") which is the Plan Sponsor or the Plan Administrator (as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) of the plan ("Plan") described below.

As used in this Agreement the term Plan also refers to each plan listed on an attached Exhibit A or added to the Agreement by the Plan Fiduciary upon written notice to, and acceptance by, the Custodian. The effective date of this Agreement will be as of the date of the Plan Fiduciary's signed acceptance.

**1. Purpose.** The Plan provides for involuntary distributions of small amounts from an ongoing plan, or the distribution of a larger amounts if the Plan is a terminated plan, provided that in either case the Plan participant may elect to have such distribution paid directly to an eligible retirement plan in a direct rollover or to receive the distribution directly in accordance with the terms of the Plan (a "Participant Election"). The Plan Fiduciary has selected the Custodian and the Custodian has agreed to provide services related to automatic rollover distributions from the Plan to individual retirement accounts ("IRAs") sponsored by the Custodian as provided in this Agreement for participants who have not made a Participant Election. The adoption of this Agreement is intended by the Plan Fiduciary to satisfy applicable fiduciary responsibility and other provisions of ERISA, the Code of Federal Regulations and the Internal Revenue Code of 1986, as amended ("Code"). All Plan Funds transferred to the Custodian, including those from uncashed benefit distribution checks, will be held by the Custodian in IRAs for Plan participants as provided for in this Agreement.

**2. Scope of Agreement.** This Agreement sets forth the terms and conditions by which the Custodian agrees to provide, and the Plan Fiduciary agrees to utilize, Custodian services related to automatic rollovers from the Plan to the IRAs.

**3. Plan Fiduciary Responsibilities.** The Plan Fiduciary or its authorized agent shall direct the Custodian to open IRAs to receive automatic rollover distributions from the Plan on behalf of former participants in the Plan who did not submit a Participant Election. Direction from the Plan Fiduciary or authorized agent shall be made by an individual authorized to act for the Plan Fiduciary or authorized agent, and shall include:

(a) The information requested by the Custodian necessary to establish an IRA for each former Plan participant ("Account Opening Information").

(b) Information on the amount of the distribution, including, if applicable, and providing the Custodian has specifically agreed to accept in-kind distributions from the Plan, an asset description and valuation of any in-kind distributions from the most recent records of the Plan.

(c) The Custodian shall treat each Plan as an ongoing plan unless informed by the Plan Fiduciary or its authorized agent that such Plan has been terminated or is in the process of termination. Further, the Custodian shall treat each Plan as not including Roth 401(k) accounts unless informed by the Plan Fiduciary or its authorized agent that such Plan includes Roth 401(k) accounts. For rollovers from Roth 401(k) accounts, the Plan Fiduciary or its authorized agent shall also identify any portion of the rollover which is to be placed into a separate Traditional IRA.

The Plan Fiduciary or its authorized agent shall provide additional information and data as shall be reasonably requested by the Custodian, regarding the former Plan participants for whom the Custodian is being directed to open an IRA. The Account Opening Information and the funds to be placed in each IRA shall be delivered to the Custodian as provided in Section 10 of this Agreement.

**4. Custodian Responsibilities.** Upon receipt of directions from the Plan Fiduciary or its authorized agent, including the Account Opening Information and the funds for the account, the Custodian will open an IRA on behalf of each identified former participant based upon the information provided. The Custodian will advise the Plan Fiduciary or its authorized agent of any additional information needed to proceed. The Custodian shall have no responsibility to ascertain whether any direction received by the Custodian is in compliance with ERISA, the Code, and the terms of the Plan or applicable laws. The Custodian shall not be liable for any action taken by it in good faith made in accordance with any direction from the Plan Fiduciary or its authorized agent. Once funds and all necessary Account Opening Information are received, the Custodian, relying on such directions of the Plan Fiduciary or its authorized agent will open the IRA.

Upon opening the IRA, or later upon first contact, the Custodian will provide the following information to the individual for whom the direct rollover is made ("Account Owner") in accordance with the notification and other applicable requirements of the Code and other applicable rules, laws, Department of Labor regulations and Field Assistance Bulletins, and other regulations or guidance (collectively "Laws"):

(a) An Account Agreement, including an IRA Fee Schedule, completed with the Account Opening Information as provided by the Plan Fiduciary or its authorized agent ("Account Agreement");

(b) An Automatic Rollover Traditional or Roth Individual Retirement Account Custodial Agreement, as applicable ("Custodial Agreement"); and

(c) An Automatic Rollover IRA Disclosure Statement ("Disclosure Statement").

The Custodian's Account Agreement, Custodial Agreement and Disclosure Statement (collectively the "IRA Agreements") are available to the Plan Fiduciary upon request.



The Custodian will update the IRA information with any corrected or updated information as provided by the Account Owner from time to time. The Custodian shall have no obligation to verify the accuracy of the information as provided by the Plan Fiduciary, its authorized agent or the Account Owner. Where the Account Opening Information does not provide a current accurate address for the Account Owner, Custodian will attempt to locate Account Owner pursuant to its standard policies and procedures.

If while attempting to set up a rollover IRA for an individual, it is discovered that the intended Account Owner died prior to the establishment of the IRA, the funds remain assets of the Plan. In that event, Custodian will move the funds from the IRA into a custodial account in the name of the Plan for the benefit of the deceased participant. Acting as the agent of the Plan Fiduciary for the limited purpose of completing the distribution for the deceased participant's account and pursuant to the Plan Fiduciary's written direction, the Custodian will distribute such funds/assets pursuant to the provisions of the Plan and any applicable beneficiary designation. The Custodian may return such funds/assets to the Plan Fiduciary if the Plan Fiduciary does not provide such distribution directions.

**5. IRA.** The IRA to be established by the Custodian for each automatic rollover distribution from the Plan shall be a Traditional IRA unless the funds/assets are from an account identified as a Roth 401(k) account pursuant to Section 3(c) above, and are not specifically directed into a Traditional IRA pursuant to Section 3(c), in which case a Roth IRA shall be established. The Custodial Agreement will be between the Custodian and the Account Owner, and its terms will be fully enforceable by the Account Owner.

**6. Initial Investment of IRA.** As described in the Custodial Agreement and as required pursuant to DOL regulations in Title 29 of the Code of Federal Regulations Section 2550.404a-2(c)(3)(i-iii), the IRA proceeds shall be invested in an FDIC-insured, interest-bearing bank demand account. After such initial investment, the Account Owner will have discretion to designate the investment of the IRA.

**7. Fees and Expenses.** The Fee Schedule applicable to the IRA may be amended by the Custodian in its sole discretion from time to time, and shall be changed as described in the Custodial Agreement. In no event will the Custodian charge fees and expenses that exceed fees and expenses charged by the Custodian for comparable IRAs provided by the Custodian in circumstances other than automatic rollover contributions.

**8. Representations and Warranties.** The Plan Fiduciary represents and warrants:

(a) This Agreement has been duly authorized, executed and delivered by the Plan Fiduciary and constitutes a valid and binding agreement of the Plan Fiduciary and the Plan. To the best of the Plan Fiduciary's knowledge, neither the execution and delivery of this Agreement nor the transactions contemplated hereby, will result in any breach of any charter, bylaw, partnership agreement, order, Laws, rules or regulations to which the Plan Fiduciary or Plan is a party or are otherwise applicable to the Plan Fiduciary or Plan.

(b) The Plan is intended to be one of the following: (a) a tax-qualified retirement plan; (b) a 403(b) plan subject to ERISA; (c) a 403(b) plan of a church or a governmental

entity exempt from ERISA; or (d) 457(b) governmental plan exempt from ERISA. The Plan Fiduciary has no reason to believe that the Plan would not be treated as a tax-qualified Plan (if applicable) and the Plan Fiduciary has no reason to believe that the Plan would not satisfy the applicable requirements of ERISA, the Code or any applicable Laws.

(c) Any automatic rollover distribution made to the Custodian shall be made pursuant to the terms of the Plan, the Code and any applicable Laws.

(d) The Account Opening Information provided to the Custodian is the most recent information available to the Plan and the Plan Fiduciary or employer.

(e) The Plan Fiduciary has taken all the steps necessary in order that the Custodian may open the IRAs based solely upon the Account Opening Information. To the extent such compliance is appropriate, the Plan Fiduciary has taken or will take the steps necessary to ensure that the establishment of the IRAs satisfies the safe harbor requirements for an automatic rollover contribution as described in Title 29 of the Code of Federal Regulations Sections 2550.404a-2 and 404a-3 and Section 401(a)(31) (b) of the Code as applicable and any successor provisions or additional regulatory guidance or Laws that may govern the Plan Fiduciary's responsibilities with respect to opening IRAs hereunder for ongoing and terminated Plans (collectively the "Safe Harbor").

(f) The information provided to the Custodian pursuant to Section 3(c) of this Agreement is the most recent information available to the Plan fiduciary.

(g) The Plan Fiduciary has relied on its own legal counsel or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor Requirements and in executing this Agreement.

The Custodian represents and warrants:

(h) This Agreement has been duly authorized, executed and delivered by the Custodian and constitutes a valid and binding agreement of the Custodian. Neither the execution nor delivery of this Agreement nor the transactions contemplated hereby will result in any breach of any charter, bylaw, partnership agreement, order, Laws, rules or regulations to which the Custodian is a party or are otherwise applicable to the Custodian.

(i) Each IRA is intended to be a Traditional IRA or a Roth IRA under the Code, as applicable.

(j) The IRA Agreements will conform to the requirements of the Code and Laws as applicable to such rollover IRAs. The IRA Agreements may contain additional information and provisions as determined by the Custodian and may be modified by the Custodian from time to time in its sole discretion so long as the modified form continues to qualify under the then requirements for an IRA.

(k) The IRA fees and expenses on these rollover IRAs shall not exceed the fees and expenses for comparable IRAs provided by the Custodian in circumstances other than automatic rollover contributions.

(l) The IRAs and the services provided under this Agreement are designed to satisfy applicable Safe Harbor

requirements for such automatic rollovers from the Plans to the IRAs. Qualifying under such Safe Harbor requirements requires certain actions be taken by the Plan Fiduciary.

(m) The FDIC-insured, interest-bearing bank demand account is designed to preserve principal, and provides a reasonable rate of return consistent with liquidity. This investment product seeks to maintain, over the term of the investment, the dollar value equal to the amount initially invested in the product.

**9. Confidentiality.** The Plan Fiduciary and the Custodian agree that all confidential information, including all Account Owner information, communicated to each other during the term of this Agreement shall be received in strict confidence, will be used only for the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party except the Plan Fiduciary and Custodian may each share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard to services involving this Agreement and the IRAs. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and all of the IRA Agreements except as expressly provided herein or as may be necessary by reason of legal, accounting or regulatory requirements. The Plan Fiduciary authorizes the Custodian to release all records and information upon receipt of any request, audit or exam by the Department of Labor (DOL), without the need for additional authorization from the Plan or a subpoena or court order from the DOL. The Custodian shall notify the Plan Fiduciary of any DOL request for information or documents regarding the Plan prior to the Custodian's compliance with any such request.

These confidentiality provisions survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected hereunder. Notwithstanding anything herein to the contrary, neither party will be bound under these confidentiality terms to the extent that it acts under court order, or in accordance with the requirements of any applicable law.

**10. Computerized Data and Funding Requirements.** The Plan Fiduciary or its authorized agent will provide the Custodian electronic files identifying the individual for whom rollovers are made in a format agreed to by the Custodian. Funds/assets from the Plan, including those due to uncashed checks for participants, transferred for rollover accounts will be aggregated and, unless the Custodian otherwise consented to in writing, will be sent from the Plan to the Custodian via wire transfer. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of the Plan Fiduciary's direction to establish the IRA for the Account Owners. The Plan Fiduciary will use best practices to avoid introducing any viruses into the Custodian's systems by such electronic files. It is the responsibility of the Plan Fiduciary or its authorized agent to encrypt such electronic files to the extent and in a manner which the Plan Fiduciary considers necessary to protect the confidentiality of the information contained therein.

**11. Authorized Parties.** In addition to the directions provided by the electronic files pursuant to Section 10 of this Agreement, the Plan Fiduciary or its authorized agent may direct the

Custodian to act upon directions of certain identified individuals; provided that the Custodian may act upon the directions, written or oral, by telephone, mail or e-mail, of any individual which the Custodian reasonably believes is authorized to act on behalf of the Plan Fiduciary or its authorized agent. The Custodian in relying on the directions received and reasonably believed to be from authorized individuals shall be fully indemnified by the Plan Fiduciary and be without liability to the Plan, the Plan Fiduciary, the Account Owner or any other party for any action taken or omitted by it in reliance upon such directions.

**12. Third Party Agreements.** The Plan Fiduciary is responsible for obtaining and providing the delivery of information and funds between the Plan Fiduciary, the Plan and the Custodian as contemplated by this Agreement.

**13. Indemnification; Limitation of Liability.** Regardless of whether the Plan is ongoing or has been terminated, the Plan Fiduciary will indemnify and hold the Custodian harmless from any and all liability, claims, damages, costs or expenses (including reasonable attorneys' fees) (collectively "Damages") arising from or claimed to have arisen from (a) the Plan Fiduciary's breach of this Agreement, including without limitation, the terms of the applicable IRA Agreements, except Damages arising from the Custodian's negligence, bad faith or willful misconduct; (b) the Plan Fiduciary's or its authorized agent's negligence, bad faith or willful misconduct; (c) the Plan Fiduciary's violation of the Plan or law governing the Plan, or the Code or the Laws; (d) inaccurate information provided by the Plan Fiduciary or its authorized agent about the Account Owner, the Plan, or the assets transferred to the IRA; (e) any acts or omissions of the Plan Fiduciary, the agents of the Plan Fiduciary or any fiduciary under the Plan; (f) any actions or omissions of the Custodian arising out of or resulting from the Custodian's reliance upon the information provided by the Plan Fiduciary or its authorized agent; (g) any actions or omissions of the Custodian, arising out of or resulting from the Custodian's execution of any direction to so act or fail to act provided by the Plan Fiduciary or its authorized agent; and (h) the failure or breach of any of the Plan Fiduciary's representations or warranties.

The Custodian will indemnify and hold the Plan Fiduciary harmless from any and all Damages arising from or claimed to have arisen from (a) the Custodian's breach of this Agreement, except Damages arising from the negligence, bad faith or willful misconduct of the Plan Fiduciary or its authorized agent, including inaccurate information provided by the Plan Fiduciary or its authorized agent about the Account Owner, the Plan, or the funds/assets transferred to the IRA; (b) Custodian's negligence, bad faith or willful misconduct; and (c) the failure or breach of any of the Custodian's representations or warranties.

In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon the Custodian any power or responsibility other than those set forth specifically in this Agreement. The Custodian may assume until advised to the contrary that the Plan and the trust funding the Plan are (were, if terminated) qualified under Section 401(a) of the Code and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws, or, if applicable, that the Plan is a 403(b) or 457(b) retirement plan exempt from taxation as provided under Sections 403(b) or 457(b) of the Code, as applicable.

Nothing in this Agreement is intended to make the Custodian a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that the Custodian is not a fiduciary of the Plan under ERISA, the Code or any other applicable Laws.

The Custodian shall have no responsibility to determine whether distributions from the Plan comply with the provisions of the Plan, the Code, or ERISA, as applicable, and shall have no responsibility to pay funds to individuals pursuant to the terms of the Plan.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either the Custodian or the Plan Fiduciary be liable to the other for any consequential, indirect or special damages of any nature whatsoever.

The terms of these limitations on liability shall survive the termination of this Agreement.

**14. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement, or any other agreement between the Plan Fiduciary or the Plan and the Custodian, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Chicago, Illinois before a sole arbitrator, in accordance with the laws of the State of Illinois for agreements made in and to be performed in that State. Except as otherwise agreed by the parties, the arbitration will be administered by JAMS, formerly Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures and that any arbitration will be conducted by a retired judge who is experienced in dispute resolution, pre-arbitration discovery will be limited to the greatest extent provided by the rules of JAMS, the arbitration award will not include factual findings or conclusions of law, and no consequential or punitive damages will be awarded. Notwithstanding any other rules, no arbitration proceeding brought against the Custodian will be consolidated with any other arbitration proceeding without the Custodian's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction. Each party shall be responsible for the paying its own costs fees and expenses (including legal fees); provided, however shall each pay one-half of all fees paid to JAMS and the arbitrator. The Plan Fiduciary agrees that the Plan Fiduciary or the Plan may only bring claims and disputes to arbitration only the Plan Fiduciary's individual capacity or for the Plan and not as a plaintiff or class member in any purported class or representative arbitration.

**15. Term.** This Agreement is effective as of the date of the Plan Fiduciary's signed acceptance indicated below and shall continue in full force and effect until terminated. This Agreement may be terminated by the Plan Fiduciary or the Custodian at any time upon sixty (60) days' written notice. Termination shall not affect any IRA previously established pursuant to this Agreement. This agreement will be considered null and void upon the insertion of modified language without the written consent of the Custodian.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with and enforced pursuant to the laws of the State of Illinois to the extent not preempted by controlling federal law. The Plan Fiduciary hereby submits to the jurisdiction of the courts located in the State of Illinois.

**17. Force Majeure.** Neither party shall be responsible for any default or delay in performance, or non-performance, of any obligation hereunder to the extent the same is due to forces beyond its reasonable control, including, but not limited to, delays, errors or interruptions caused by either party (not including the Plan's third party administrator ("TPA"), if any), other third parties, industrial, judicial, governmental, civil or military action, wars, acts of terrorism, insurrection or revolution, labor disputes, fires, storms, earthquakes, floods or elements of nature, nuclear fusion, fission or radiation, failure or fluctuation in electrical power, heat, light, air conditioning or telecommunications equipment, acts of God or any other cause beyond the reasonable control of a party.

**18. Notices.** Any written notice required to be given pursuant to the terms and provisions hereof, will be deemed effective on the earlier of actual receipt, five (5) days following deposit in the United States Mail (first class, postage prepaid, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service, or the same day following (a) transmission of an electronic mail message ("E-mail") or (b) a legible facsimile copy, during regular business hours, in each case, with fees, if any, prepaid and addressed to the party and/or the Plan's TPA, if any, at the address set forth below or at such other address as that party may notify the other of from time to time in accordance with this Section 18. For all purposes of this Agreement, an E-mail transmission shall be deemed to be in writing and the term "address" shall include a party's E-mail address. Each party shall be entitled to rely on the address and E-mail contact information contained herein until it has received written notification of a change in such information and shall have had a reasonable period of time to react thereto. Either the TPA or the Plan Fiduciary may provide the Custodian with a change of address for the TPA, if any:

**Custodian: Millennium Trust Company, LLC**

2001 Spring Road, Suite 700

Oak Brook, IL. 60523

Attn.: Terrence W. Dunne

E-mail: tdunne@mtrustcompany.com

630.368.5675 (telephone)

630.368.5699 (fax)



**Active Plan**

OR



**Terminated Plan**

**Plan Fiduciary:**

Montgomery Township

Address:

1001 Stump Road  
Montgomeryville PA 19446

E-mail:

benefits@montgomerytwp.org

Attn.:

Ann Shade

Phone:

215-393-6900

Fax:

215-855-6656

**Third Party Administrator/ Recordkeeper/ Other:**  
(Company that referred you to Millennium)

Benefit Consultants Group	
Address:	51 Haddonfield Road, Suite 200 Cherry Hill, NJ 08008
E-mail:	
Attn.:	
Phone:	
Fax:	

**19. Successors and Assigns.** Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

**20. Amendments.** This Agreement may be amended from time to time by the Custodian upon the mutual written agreement of the parties, which agreement shall not be unreasonably withheld or delayed.

**21. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective, provided that both parties will exercise their best efforts in good faith to replace by mutual agreement any such invalid or unenforceable provision that in the opinion of either party materially affects their position under the Agreement.

**22. Headings.** The headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction of its provisions.

**23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date below.

Plan Fiduciary:

Montgomery Township
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Not individually, but company name

Plan Name:

Montgomery Township 401(a) Money Purchase Pension Plan
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By: \_\_\_\_\_

Signature

Print Name:

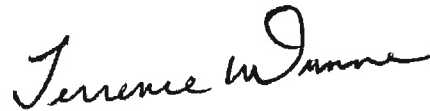
Title:

Date:

Accepted by:

Millennium Trust Company, LLC

By:



Terrence W. Dunne

Title: SVP, Rollover Solutions Group



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Authorization to Purchase Replacement Police Vehicle and Equipment

MEETING DATE: September 24, 2018

ITEM NUMBER: #15.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Policy:

Discussion:

Information:

INITIATED BY: J. Scott Bendig  
Chief of Police



BOARD LIAISON: Candyce Fluehr Chimera  
Chairman, Board of Supervisors

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BACKGROUND:

On September 9, 2018, a Montgomery Township Police vehicle stopped in traffic was struck from behind by another vehicle. The vehicle, a 2017 Ford Police Interceptor SUV, was deemed a total loss by the Township's insurance carrier. This vehicle was purchased by the Township in February of 2017 and placed in service later that year. The vehicle had 10,359 miles at the time of the accident. At this time, the Police Department is requesting authorization to replace this vehicle with a 2018 Ford Utility Police Interceptor. As this will be an unbudgeted expenditure, additional funding will be needed.

Attached is a quote dated September 18, 2018, from Fred Beans Ford, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 013-142), to provide the requested vehicle at a total cost of \$29,177.00. The price quote per the cooperative purchase contract is over 14% off of the manufacturer's total suggested retail price of \$34,185.00 and represented a savings of \$5,008.00. The proposed vehicle meets the specifications prepared by the Police Department. The Township's insurance carrier, Delaware Valley Trust (DVT) has authorized payment of \$23,509.00 for replacement of the vehicle.

The Township will also be eligible to receive insurance reimbursement for the costs of refitting the vehicle with paint, decals, and the installation of various police equipment such as the security cage, radios, license plate reader, in-car camera system, siren and light controllers. The estimated cost for this work is \$6,724.06, with a total estimated cost to place the vehicle back in service of \$35,901.06.

Additional costs may still need to be incurred to replace yet undiagnosed damaged equipment. These additional replacement costs, if any, would be part of a supplemental claim to be paid by DVT.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

Cooperative purchasing programs 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:

Currently, \$1,706.00 remains unencumbered in the Police Department Capital Replacement-Police Vehicles line item of the 2018 Approved Final Budget. Utilizing this surplus plus the insurance proceeds from DVT, a total of \$25,215.00 funds will be available towards the costs to replace the police vehicle and equipment and a supplemental appropriation of \$10,686.06 will be needed to complete the replacement.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the award of the contract for the purchase of the vehicle, authorize the expenditure of an addition \$10,686.06 for the purchase, and approve the use of funds requested for the replacement vehicle and equipment.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the contract for the purchase of a police vehicle to Fred Beans Ford, an authorized vendor under Cooperative Purchasing Programs at the cost of \$29,177.00 and authorize a supplemental appropriation of \$10,686.00 for the replacement vehicle and equipment.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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



Fred Beans Ford Lincoln  
864 North Easton Road, Doylestown, Pennsylvania,  
18901  
Office: 215-348-2900

## Customer Proposal

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**Prepared for:**

Mr. JEFF SARNOCINSKI  
MONTGOMERY TWP PD  
Office: 215-362-2301  
Fax: 215-362-6383  
Email:  
JSARNOCINSKI@MONTGOMERYTWP.ORG

**Prepared by:**

JASON SIGAFOOS  
Office: 215-348-2901X1821  
Email: jsigafoos@fredbeans.com

**Date:** 09/18/2018

**Vehicle:** 2018 Police Intercept Utility Base  
AWD





Fred Beans Ford Lincoln  
864 North Easton Road, Doylestown, Pennsylvania,  
18901  
Office: 215-348-2900

**2018 Police Interceptor Utility, Sport  
Utility**  
AWD Base(K8A)  
Price Level: 815

## Selected Options

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$32,320.00
Packages		
500A	Order Code 500A	N/C
	<i>Includes:</i> - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	
Powertrain		
99R	Engine: 3.7L V6 Ti-VCT	N/C
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
Wheels & Tires		
STDTR	Tires: P245/55R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
	<i>Includes center caps and full size spare.</i>	
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
	<i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	
Other Options		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable	Included
	<i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. JEFF SARNOCINSKI, MONTGOMERY TWP PD  
By: JASON SIGAFOOS Date: 09/18/2018



Fred Beans Ford Lincoln  
864 North Easton Road, Doylestown, Pennsylvania,  
18901  
Office: 215-348-2900

**2018 Police Interceptor Utility, Sport  
Utility**  
AWD Base(K8A)  
Price Level: 815

## Selected Options (cont'd)

Code	Description	MSRP
86P	Front Headlamp/Police Interceptor Housing Only <i>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</i>	\$125.00
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i>	\$60.00
153	Front License Plate Bracket	N/C
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$20.00
17T	Red/White Dome Lamp in Cargo Area	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
87R	Rear View Camera <i>Note: This option would replace the camera that comes standard in the 4" center stack area. Camera can only be displayed in the 4" center stack (standard) OR the rear view mirror (87R). Includes: - Electrochromic Rear View Mirror Video is displayed in rear view mirror.</i>	N/C
68G	Rear-Door Handles Inoperable/Locks Inoperable	\$35.00
18W	Windows - Rear-Window Power Delete <i>Operable from front driver side switches.</i>	\$25.00
59B	Keyed Alike - 1284x	\$50.00
549	Heated Sideview Mirrors	\$60.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00

### Emissions

422	California Emissions System <i>Required code for California Emissions States - California, Connecticut, Delaware, Massachusetts, Maryland, Maine, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington registration unless codes 936 or 423 are applicable. Optional for Cross Border state dealers - Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia.</i>	N/C
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### Interior Colors

9W_01	Charcoal Black	N/C
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### Primary Colors

G1_01	Shadow Black	N/C
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. JEFF SARNOCINSKI, MONTGOMERY TWP PD  
By: JASON SIGAFOOS Date: 09/18/2018



Fred Beans Ford Lincoln  
864 North Easton Road, Doylestown, Pennsylvania,  
18901  
Office: 215-348-2900

**2018 Police Interceptor Utility, Sport  
Utility**  
AWD Base(K8A)  
Price Level: 815

## Selected Options (cont'd)

Code	Description	MSRP
SUBTOTAL		\$33,240.00
Destination Charge		\$945.00
TOTAL		\$34,185.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. JEFF SARNOCINSKI, MONTGOMERY TWP PD  
By: JASON SIGAFOOS Date: 09/18/2018

## Pricing - Single Vehicle

**\*\* THIS UNIT REPLACES THE SUV TOTALED IN THE CRASH 9/2018 \*\* MSRP**

### Vehicle Pricing

Base Vehicle Price	\$32,320.00
Options & Colors	\$920.00
Upfitting	\$0.00
Destination Charge	\$945.00

### Discount Adjustments

Discount		- \$5,008.00
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PA COSTARS CONTRACT ID # 013 - 142

Total PURCHASE PRICE - UNIT IS IN STOCK AND READY TO GO --->>>>>>>>> \$29,177.00

**\*\* PRICE INCLUDES REMOVING LICENSE PLATE BRACKET AND PLUGGING HOLES, FUEL, DETAILING, TAG, DELIVERY TO YOUR LOCATION \*\***

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. JEFF SARNOCINSKI, MONTGOMERY TWP PD  
By: JASON SIGAFOOS Date: 09/18/2018



Fred Beans Ford Lincoln  
864 North Easton Road, Doylestown, Pennsylvania,  
18901  
Office: 215-348-2900

**2018 Police Interceptor Utility, Sport  
Utility**  
AWD Base(K8A)  
Price Level: 815

## Warranty - Standard Equipment & Specs

### Warranty

#### *Basic*

Distance	36000 miles	Months	36 months
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#### *Powertrain*

Distance	100000 miles	Months	60 months
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#### *Corrosion Perforation*

Distance	Unlimited miles	Months	60 months
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#### *Roadside Assistance*

Distance	60000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. JEFF SARNOCINSKI, MONTGOMERY TWP PD  
By: JASON SIGAFOOS Date: 09/18/2018





Havis, Inc.  
75 Jacksonville Road, PO Box 2099  
Warminster, PA 18974  
T 800-524-9900 F 215-957-0729  
www.havis.com

## CUSTOMER QUOTATION

MONTGOMERY TOWNSHIP POLICE DEPT  
1001 STUMP ROAD  
MONTGOMERYVILLE, PA 18936

JEFF SARNOCINSKI  
PHONE : 215-393-6953

FAX :

**QUOTE # :** Q53088  
**DATE :** 9/18/2018  
**CUSTOMER ID :** 135305  
**EXPIRATION DATE :** 12/18/2018  
**TERMS :** Net 30  
**QUOTED BY :** LANE x3157  
**SHIP VIA :** SHOP INSTALL

ITEM NO.	QUANTITY	PART ID	DESCRIPTION	MSRP	UNIT COST	AMOUNT
NOTES: INSTALL CUSTOMER SUPPLIED EQUIPMENT INTO A 2019 FORD INTERCEPTOR UTILITY EQUIPMENT SUPPLIED BY MONTGOMERY TOWNSHIP ALL WIRES AND ANTENNAS RUN TO TRUNK W/ 4 FT. SERVICE LOOP						

1	1	TSD-131-0010	CIRCUIT BREAKER W/MANUAL RESET 100AMP	36.50	\$36.50	\$36.50
2	1	PRM98227	SUB,BRKT,CIRCT,BRKR,MNT,PLT,.090,ALUM,	5.00	\$5.00	\$5.00
3	1	PRM97501	MULTI PURPOSE RELAY,GM	77.42	\$77.42	\$77.42
4	1	PRM97508	PIGTAIL CONNECTOR FOR PRM97501	35.66	\$35.66	\$35.66
5	1	CG-X	CHRGGRD,UNV,CNTRLMDL,	99.00	\$59.40	\$59.40
7	1	HS-POWER-104	WIRE/HARDWARE KIT FOR WHELEN INSTALL	320.19	\$128.08	\$128.08
8	1	SHL	SHOP LABOR LABOR TO REMOVE, TEST, AND PREPARE EQUIPMENT FOR INSTALLATION	4,997.00	\$4,997.00	\$4,997.00

\$760.00

### LABOR TO INSTALL

1. LIGHTBAR 228.00
2. (2) SELF-CONTAINED RADIOS 304.00
3. SIREN SPEAKER 76.00
4. GRILL LIGHTS AND SYNC 95.00
5. BODY MOUNTED LICENSE PLATE LIGHTS 190.00
6. ION LIGHTS IN HEADLIGHTS 114.00
7. HATCH LIGHTS 114.00
8. CIRCUIT BREAKER 76.00
9. FLASHING HEADLIGHTS 152.00
10. REAR HIDEAWAY LIGHTS 114.00
11. MASTER SWITCH TO BE CONTROLLED BY CHARGE GUARD \$190.00
12. FRONT PARTITION 190.00
13. REAR PARTITION 152.00
14. REAR TRANSPORT SEAT W/ OUTSIDE-PULL SEATBELTS 228.00
15. CONSOLE EQUIPMENT 114.00



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## CUSTOMER QUOTATION

MONTGOMERY TOWNSHIP POLICE DEPT  
1001 STUMP ROAD  
MONTGOMERYVILLE, PA 18936

JEFF SARNOCINSKI  
PHONE : 215-393-6953 FAX :

**QUOTE # :** Q53088  
**DATE :** 9/18/2018  
**CUSTOMER ID :** 135305  
**EXPIRATION DATE :** 12/18/2018  
**TERMS :** Net 30  
**QUOTED BY :** LANE x3157  
**SHIP VIA :** SHOP INSTALL

ITEM NO.	QUANTITY	PART ID	DESCRIPTION	MSRP	UNIT COST	AMOUNT
			16. COMPUTER SYSTEM	209.00		
			17. MODEM	76.00		
			18. GUNRACK	152.00		
			19. SIREN/SWITCHBOX	190.00		
			20. FLIP-UP TRUNK TRAY	114.00		
			21. REAR SUB TRAY	114.00		
			22. VIDEO SYSETM	399.00		
			23. WINDOW GUARDS	38.00		
			24. FLASHLIGHT CHARGER	76.00		
			25. VASCAR	76.00		
			26. LICENSE PLATE READER	342.00		
			27. PREEMPTOR W/ LIGHTBAR MOUNTED BULB	114.00		

### NOTE:

8 AWG & 10 AWG RED/ 12 AWG BLACK TO BE RAN FROM  
CONSOLE AREA TO REAR OF VEHICLE. ALSO RUN A 14  
AWG WHITE IGNITION

Warning: Do not mount or store objects in the air bag deployment zone of your vehicle. Havis-Shields recommends the installation of a passenger side air bag cut off switch if equipment will intrude into the deployment zone. Review the vehicle owner's manual for details on safe use of your vehicle air bag restraint system.

This document is not an Order. Please read this quotation thoroughly and verify that it fits your specifications. If this quote fulfills your requirements, please submit a copy of this quote or reference this quote # with your purchase order. No customer order can be generated without a written purchase order or a signed copy of this quotation.

Signature : \_\_\_\_\_

**F.O.B. ORIGIN**

**QUOTED LEADTIME :** days

**QUOTE TOTAL:** \$5,339.06

**SYRENA COLLISION CTR**  
WE APPRECIATE YOUR CONFIDENCE IN OUR  
WORKMANSHIP  
691 BETHLEHEM PIKE, MONTGOMERYVILLE, PA  
18936  
Phone: (215) 361-1900  
FAX: (215) 362-8373

Workfile ID: 0492cb65  
Federal ID: 232905760  
License Number: 138446

~~Unrelated Prior Damage~~

**Customer: PD, MONTGOMERYVILLE**

**(Information Only)**

Written By:

Insured: PD, MONTGOMERYVILLE  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
PD, MONTGOMERYVILLE

**Inspection Location:**  
SYRENA COLLISION CTR  
691 BETHLEHEM PIKE  
MONTGOMERYVILLE, PA 18936  
Repair Facility  
(215) 361-1900 Business

**Insurance Company:**

**VEHICLE**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

VIN: 1FM5K8AR1HGC24520  
License:  
State:

Interior Color:  
Exterior Color:  
Production Date:

Mileage In:  
Mileage Out:  
Condition:

Vehicle Out:  
Job #:

**TRANSMISSION**

Automatic Transmission  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat  
Power Adjustable Pedals

**DECOR**

Dual Mirrors

Privacy Glass

Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Backup Camera w/Parking Sensors

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags

Head/Curtain Air Bags

**SEATS**

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Rear Spoiler  
California Emissions

## Unrelated Prior Damage

**Customer: PD, MONTGOMERYVILLE**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Refn body panels as needed (BLACK) CONTRACT PRICE					9.5
<b>SUBTOTALS</b>					<b>0.00</b>	<b>0.0</b>	<b>9.5</b>

### ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Paint Labor	9.5 hrs @	\$ 50.00 /hr	475.00
Paint Supplies	9.5 hrs @	\$ 30.00 /hr	285.00
Subtotal			760.00
<b>Grand Total</b>			<b>760.00</b>

A COMPLETELY SATISFIED CUSTOMER IS OUR PRIMARY GOAL.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/\_=WITH/\_ #=MANUAL LINE ENTRY \*=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. \*\*=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT IS AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

## Unrelated Prior Damage

### Customer: PD, MONTGOMERYVILLE

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 9/14/2018, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2019 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**INTERSTATE GRAPHICS**  
744 BETHLEHEM PIKE • PO BOX 643  
COLMAR, PA 18915  
PHONE: 215-716-5150 FAX: 215-996-0954  
www.interstate-graphics.com

ESTIMATE NO.  
1814

VEHICLE LETTERING SPECIALISTS

**ESTIMATE FOR GRAPHICS**

ESTIMATE DATE: 09/18/2018

MONTGOMERY TOWNSHIP POLICE

VEHICLE TYPE: 2018 FORD INTERCEPTOR UTILITY

GRAPHICS DESCRIPTION	LABOR DESCRIPTION
QUANTITY: 1 VEHICLE	PRINT, CUT, PREP AND INSTALL DECALS
COLORS: 3M REFLECTIVE WHITE FULL COLOR DIGITAL PRINT ON 3M REFLECTIVE	
OTHER: DECALS FOR TWO SIDES, FRONT AND REAR OF VEHICLE	OTHER NOTES
	VEHICLE # 47-4
<b>*Cut vinyl orders minimum \$15.00      *Printed orders minimum \$25.00</b>	
LAYOUT CHOSEN:	
DATE SCHEDULED:	

**INTERSTATE GRAPHICS BASES THEIR ESTIMATE ON THE MATERIAL THAT THEY STRONGLY SUGGEST USING ACCORDING TO EACH JOB.  
CONTACT US IF YOU WISH TO EXPLORE A LOWER COST ALTERNATIVE**

MATERIAL & LABOR:

SUBTOTAL: \$625.00

**A 50% DEPOSIT IS REQUIRED WHEN ORDER IS PLACED**

**\*\*\*THE PRICE ON THE ESTIMATE IS GOOD FOR 6 MONTHS FROM ISSUED DATE\*\*\***

**THIS FORM MUST BE SIGNED AND RETURNED BEFORE ANY GRAPHICS WORK WILL BE STARTED**

I hereby authorize the above graphics work to be completed. I understand that it is my responsibility to check over all aspects of artwork, including but not limited to...spelling, information, size, colors and cost before approving.

If I decide to take the artwork that Interstate Graphics has designed and prepared for me to another company to reproduce, I understand that I may be billed for the computer artwork time.

SIGNATURE.....

DATE.....

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

---

SUBJECT: Consider Construction Escrow Release #4 – LDS 630 – Firefox Phase II

MEETING DATE: September 24, 2018

ITEM NUMBER: **#16.**

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: Candyce Fluehr Chimera  
Chairman

---

BACKGROUND:

Attached is a construction escrow release requested by Brian Grant for Firefox Phase 2, Northern Village, as recommended by the Township Engineer. The original amount of the escrow was \$1,730,357.61, held as a LOC with Univest Bank. This is the fourth escrow release for this project. The current release is in the amount of \$ 464,638.99. The new balance would be \$886,642.09.

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 Board of Supervisors hereby authorize a construction escrow release in the amount of \$464,638.99, as recommended by the Township Engineer for the Firefox project.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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



**VIA EMAIL**

September 20, 2018

File No. 2012-09009-03

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

Reference: Firefox Phase 2 (Northern Village) – LD/S #630  
Financial Security Release 4

Dear Larry:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$464,638.99 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

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

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads 'James P. Dougherty'.

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

JPD/SW/sl

Enclosures: Release of Escrow Form, Escrow Status Report

cc: Bruce S. Shoupe, Director of Planning and Zoning  
Kevin Johnson, P.E. - Traffic Planning & Design, Inc.  
Judith Stern Goldstein, ASLA, R.L.A. - Boucher & James, Inc.  
Brian C. Grant - Select Properties



## RELEASE OF ESCROW FORM

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.  
65 East Butler Avenue, Suite 100  
New Britain, PA 18901  
215-345-4330

Date: 09/20/2018

Development: Firefox - Ph. 2 (Northern) - LDS-630

G&A Project #: 2012-09009-03

Release #: 4

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$464,638.99. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

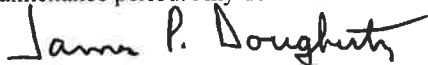
**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

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

Date: 09/20/2018

Dear Mr. Gregan:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$464,638.99 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 by the developer.



9/20/18

James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from Crystal Road Enterprises, LLC for Firefox - Ph. 2 (Northern) - LDS-630, in the amount of \$464,638.99, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$464,638.99; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$464,638.99; 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 Letter of Credit with Montgomery Township in total sum of \$1,730,357.61 pursuant to a signed Land Development Agreement and that \$379,076.53 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$886,642.09 in escrow.

MOTION BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

SECOND BY: \_\_\_\_\_

DATED: \_\_\_\_\_

RELEASED BY: \_\_\_\_\_

Department Director



Gilmore & Associates, Inc.  
Engineering and Consulting Services

ESCROW RELEASE NO. 4  
DATE PREPARED: 20-Sep-2018

PROJECT NAME: Firefox - Ph. 2 (Northern)	TOTAL ENG/INSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: Crystal Road Enterprises, LLC	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-630
ESCROW AGENT: Uninvest		G&A PROJECT NO.: 2012-09009-03
TYPE OF SECURITY: Letter of Credit	MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86	AGREEMENT DATE: 8-Jun-2017

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$1,573,052.37	\$ 464,638.99	\$ 379,076.53	\$ 843,715.52	\$ 729,336.85
CONTINGENCY (10%)	\$ 157,305.24	\$ -	\$ -	\$ -	\$ 157,305.24
<b>TOTAL</b>	<b>\$ 1,730,357.61</b>	<b>\$ 464,638.99</b>	<b>\$ 379,076.53</b>	<b>\$ 843,715.52</b>	<b>\$ 886,642.09</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>PHASE II (NORTHERN VILLAGE)</b>												
<b>2.A. MOBILIZATION</b>	LS	1	\$ 46,672.15	\$ 46,672.15	0.45	\$ 21,002.47	0.55	\$ 25,669.68	1.00	\$ 46,672.15		\$ -
<b>2.B. EARTHWORK</b>												
1. Clearing & Grubbing	LS	1	\$ 49,706.00	\$ 49,706.00		\$ -	1.00	\$ 49,706.00	1.00	\$ 49,706.00		\$ -
2. Strip Topsoil	CY	8,228	\$ 2.47	\$ 20,323.16		\$ -	8,228.00	\$ 20,323.16	8,228.00	\$ 20,323.16		\$ -
3. Cut Fill & Compact	CY	12,998	\$ 2.50	\$ 32,495.00		\$ -	12,998.00	\$ 32,495.00	12,998.00	\$ 32,495.00		\$ -
4. Grade	SY	26,957	\$ 0.28	\$ 7,547.96	20,000.00	\$ 5,600.00		\$ -	20,000.00	\$ 5,600.00	6,957.00	\$ 1,947.96
5. Cut from Stockpile from Phase I	CY	7,648	\$ 2.50	\$ 19,120.00		\$ -	7,648.00	\$ 19,120.00	7,648.00	\$ 19,120.00		\$ -
<b>2.C. RETAINING WALL</b>												
1. Excavate Retaining Wall	LF	565	\$ 6.40	\$ 3,616.00	565.00	\$ 3,616.00		\$ -	565.00	\$ 3,616.00		\$ -
2. Retaining Wall	SF	3,600	\$ 40.00	\$ 144,000.00	3,600.00	\$ 144,000.00		\$ -	3,600.00	\$ 144,000.00		\$ -
3. Sleeves for Guide Rail behind Wall #3	LS	1	\$ 5,300.00	\$ 5,300.00	1.00	\$ 5,300.00		\$ -	1.00	\$ 5,300.00		\$ -
<b>2.D. EROSION CONTROL</b>												
<b>Erosion &amp; Sediment Controls</b>												
1. Construction Entrance	EA	1	\$ 3,392.00	\$ 3,392.00		\$ -	1.00	\$ 3,392.00	1.00	\$ 3,392.00		\$ -
2. 20" Weighted Sediment Tube	LF	112	\$ 23.98	\$ 2,685.76		\$ -		\$ -		\$ -	112.00	\$ 2,685.76
3. 18" Silt Fence - Stockpiles	LF	1,062	\$ 1.56	\$ 1,656.72		\$ -		\$ -		\$ -	1,062.00	\$ 1,656.72
4. 30" Silt Fence	LF	369	\$ 1.91	\$ 704.79		\$ -		\$ -		\$ -	369.00	\$ 704.79
5. Super Silt Fence	LF	1,022	\$ 6.45	\$ 6,591.90		\$ -	1,022.00	\$ 6,591.90	1,022.00	\$ 6,591.90		\$ -
6. Super Silt Fence w/ Tree Protection Fence	LF	1,423	\$ 6.45	\$ 9,178.35		\$ -	1,423.00	\$ 9,178.35	1,423.00	\$ 9,178.35		\$ -
7. Orange Construction Fence	LF	1,754	\$ 1.54	\$ 2,701.16		\$ -	1,754.00	\$ 2,701.16	1,754.00	\$ 2,701.16		\$ -
8. Tree Protection Fence-Shown on Grading Plan	LF	1,892	\$ 1.54	\$ 2,913.68		\$ -		\$ -		\$ -	1,892.00	\$ 2,913.68
9. Temporary Seeding - Excess Fill Piles	SY	19,360	\$ 0.29	\$ 5,614.40		\$ -		\$ -		\$ -	19,360.00	\$ 5,614.40
10. Slope Matting (North American Green S-75)	SY	4,235	\$ 1.50	\$ 6,352.50		\$ -		\$ -		\$ -	4,235.00	\$ 6,352.50
11. Grade Swales #D1, D2, D7.3A, D7.3B, D17, D24.2	SY	2,685	\$ 0.55	\$ 1,476.75		\$ -		\$ -		\$ -	2,685.00	\$ 1,476.75
12. Swale Matting (North American Green S-75)	SY	2,685	\$ 1.50	\$ 4,027.50		\$ -		\$ -		\$ -	2,685.00	\$ 4,027.50
13. Inlet Protection Silt Sack	EA	8	\$ 134.00	\$ 1,072.00		\$ -		\$ -		\$ -	8.00	\$ 1,072.00
14. Clean Water Pump Bypass, Sandbag Cofferdam	LS	1	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -	1.00	\$ 12,000.00		\$ -
<b>2.E. BOX CULVERT</b>												
1. Box Culvert (incl. steel casing)	LS	1	\$ 151,965.00	\$ 151,965.00	0.60	\$ 91,179.00	0.40	\$ 60,786.00	1.00	\$ 151,965.00		\$ -
<b>2.F. STORM SEWER</b>												
1. 18" RCP	LF	1,136	\$ 35.00	\$ 39,760.00		\$ -	1,136.00	\$ 39,760.00	1,136.00	\$ 39,760.00		\$ -
2. 24" RCP	LF	610	\$ 45.00	\$ 27,450.00		\$ -	610.00	\$ 27,450.00	610.00	\$ 27,450.00		\$ -
3. Type M Inlets (#D17, D24.2)	EA	2	\$ 2,700.00	\$ 5,400.00		\$ -	2.00	\$ 5,400.00	2.00	\$ 5,400.00		\$ -
4. Type C Inlets (#B2.2, B2.4, B3.2, C03, C04, D12.1, D12.2)	EA	16	\$ 2,700.00	\$ 43,200.00		\$ -	16.00	\$ 43,200.00	16.00	\$ 43,200.00		\$ -
5. Type C Inlet Mod. 42"x48" (#B2.3, D13, D14.1, D16)	EA	4	\$ 3,400.00	\$ 13,600.00		\$ -	4.00	\$ 13,600.00	4.00	\$ 13,600.00		\$ -
6. Type C Inlet Mod. 48"x54" (#D24)	EA	1	\$ 3,600.00	\$ 3,600.00		\$ -	1.00	\$ 3,600.00	1.00	\$ 3,600.00		\$ -
7. Storm Manhole 48" x 48" (#D12)	EA	1	\$ 3,400.00	\$ 3,400.00		\$ -	1.00	\$ 3,400.00	1.00	\$ 3,400.00		\$ -
8. Infiltration Areas D1, D2 & D3 - Convert temp. swales D17 &	LS	1	\$ 69,287.00	\$ 69,287.00		\$ -		\$ -		\$ -	1.00	\$ 69,287.00

PROJECT NAME: Firefox - Ph. 2 (Northern)	TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: Crystal Road Enterprises, LLC	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-630
ESCROW AGENT: Uninvest		G&A PROJECT NO.: 2012-09009-03
TYPE OF SECURITY: Letter of Credit	MAINTENANCE BOND AMOUNT (15%): \$ 235,957.86	AGREEMENT DATE: 8-Jun-2017

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$1,573,052.37	\$ 464,638.99	\$ 379,076.53	\$ 843,715.52	\$ 729,336.85
CONTINGENCY (10%)	\$ 157,305.24	\$ -	\$ -	\$ -	\$ 157,305.24
<b>TOTAL</b>	<b>\$ 1,730,357.61</b>	<b>\$ 464,638.99</b>	<b>\$ 379,076.53</b>	<b>\$ 843,715.52</b>	<b>\$ 886,642.09</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>2.G. ROADWAY SITE</b>												
1. Excavate & Backfill, Curb	LF	3,931	\$ 3.19	\$ 12,539.89	2,485.00	\$ 7,927.15	\$ -	\$ -	2,485.00	\$ 7,927.15	1,446.00	\$ 4,612.74
2. Belgian Block Curb	LF	3,931	\$ 14.00	\$ 55,034.00	2,485.00	\$ 34,790.00	\$ -	\$ -	2,485.00	\$ 34,790.00	1,446.00	\$ 20,244.00
3. Fine Grade and Compact Subgrade	SY	6,129	\$ 1.12	\$ 6,864.48	5,470.00	\$ 6,126.40	\$ -	\$ -	5,470.00	\$ 6,126.40	659.00	\$ 738.08
4. 3" 2a Modified	SY	6,129	\$ 3.01	\$ 18,448.29	5,470.00	\$ 16,464.70	\$ -	\$ -	5,470.00	\$ 16,464.70	659.00	\$ 1,983.59
5. 5" (25MM) Base Course	SY	6,129	\$ 19.00	\$ 116,451.00	5,470.00	\$ 103,930.00	\$ -	\$ -	5,470.00	\$ 103,930.00	659.00	\$ 12,521.00
6. 1.5" (9.5MM) Wearing Paving	SY	6,129	\$ 7.12	\$ 43,638.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,129.00	\$ 43,638.48
7. Speed Bump	LS	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 1,200.00
8. Street Sweeping	SY	6,129	\$ 0.12	\$ 735.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,129.00	\$ 735.48
9. Tack Coat	SY	6,129	\$ 0.19	\$ 1,164.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,129.00	\$ 1,164.51
10. Curb & Joint Seal	LF	3,931	\$ 0.63	\$ 2,476.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,931.00	\$ 2,476.53
11. Line Painting	LS	1	\$ 1,537.00	\$ 1,537.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 1,537.00
12. Site Signage	LS	1	\$ 2,307.00	\$ 2,307.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 2,307.00
13. Type 2S Guide Rail (Includes 1 Terminal Section)	LF	413	\$ 20.71	\$ 8,542.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	412.50	\$ 8,542.88
14. Type 2S Guide Rail - Over Culvert	LF	38	\$ 164.00	\$ 6,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	37.50	\$ 6,150.00
<b>Driveway Relocation (NPWA)</b>												
15. Fine Grade and Compact Subgrade	SY	178	\$ 1.12	\$ 199.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	178.00	\$ 199.36
16. 3" 2a Modified	SY	178	\$ 3.01	\$ 535.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	178.00	\$ 535.78
17. 5" (25MM) Base Course	SY	178	\$ 19.00	\$ 3,382.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	178.00	\$ 3,382.00
18. 1.5" (9.5MM) Wearing Paving	SY	178	\$ 7.12	\$ 1,267.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	178.00	\$ 1,267.36
<b>2.H. ONSITE SIDEWALKS</b>												
1. Sidewalk (4")	SF	11,158	\$ 8.00	\$ 89,264.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,158.00	\$ 89,264.00
2. Driveway Apron (6" w/ wire mesh)	EA	58	\$ 1,100.00	\$ 63,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	58.00	\$ 63,800.00
3. Handicap Ramps (incl. DWS)	EA	8	\$ 500.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8.00	\$ 4,000.00
<b>2.I. BITUMINOUS PATHWAYS</b>	SY	2,094	\$ 35.00	\$ 73,290.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,094.00	\$ 73,290.00
<b>2.J. SWALE CONVERSION</b>												
1. Convert temp. swales D17 & D24.2 to trenches #1, 2, and 3	LS	1	\$ 69,287.00	\$ 69,287.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 69,287.00
<b>2.K. STREET LIGHTS</b>												
1. Street Lights	EA	8	\$ 2,700.00	\$ 21,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8.00	\$ 21,600.00
<b>2.L. RESPREAD TOPSOIL (pads: 2"; landscaped areas: 8")</b>	LS	1	\$ 16,877.00	\$ 16,877.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 16,877.00
<b>2.M. PEDESTRIAN BRIDGE (Parallel to Crystal Road)</b>	LS	1	\$ 31,476.00	\$ 31,476.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 31,476.00



**Gilmore & Associates, Inc.**  
Engineering and Consulting Services

# **ESCROW RELEASE NO. 4**

DATE PREPARED: 20-Sep-2018

<b>PROJECT NAME:</b> Firetox - Ph. 2 (Northern)	<b>TOTAL ENG/INSP/LEGAL (CASH ESCROW):</b> \$ 45,000.00	<b>MONTGOMERY TOWNSHIP</b>
<b>DEVELOPER:</b> Crystal Road Enterprises, LLC	<b>TOTAL ADMINISTRATION (CASH ESCROW):</b> \$ 5,000.00	<b>TOWNSHIP NO.:</b> LDS-630
<b>ESCROW AGENT:</b> Univest		<b>G&amp;A PROJECT NO.:</b> 2012-09009-03
<b>TYPE OF SECURITY:</b> Letter of Credit	<b>MAINTENANCE BOND AMOUNT (15%):</b> \$ 235,957.86	<b>AGREEMENT DATE:</b> 8-Jun-2017
<b>SUMMARY OF IMPROVEMENT ESCROW ACCOUNT</b>		
	<b>TOTAL COST</b>	<b>RELEASE REQUESTS</b>
		<b>CURRENT PRIOR TOTAL</b>
CONSTRUCTION	\$1,573,052.37	\$ 464,638.99 \$ 379,076.53 \$ 843,715.52
CONTINGENCY (10%)	\$ 157,305.24	\$ - \$ - \$ -
<b>TOTAL</b>	<b>\$ 1,730,357.61</b>	<b>\$ 464,638.99 \$ 379,076.53 \$ 843,715.52</b>
		<b>BALANCE</b>
		\$ 729,336.85
		\$ 157,305.24
		\$ 886,642.09

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (Incl. current release)		AVAILABLE FOR RELEASE (Incl. current release)		
					QTY	COST	QTY	COST	QTY	COST	QTY	COST	
2.N. <u>LANDSCAPING</u>													
Shade Trees													
8. Acer rubrum	EA	37	\$ 350.00	\$ 12,950.00	\$ -	-	\$ -	-	\$ -	-	37.00	\$ 12,950.00	
1. Acer saccharum	EA	6	\$ 350.00	\$ 2,100.00	\$ -	-	\$ -	-	\$ -	-	6.00	\$ 2,100.00	
2. Betula nigra	EA	10	\$ 350.00	\$ 3,500.00	\$ -	-	\$ -	-	\$ -	-	10.00	\$ 3,500.00	
9. Ginkgo biloba sentry	EA	3	\$ 355.00	\$ 1,065.00	\$ -	-	\$ -	-	\$ -	-	3.00	\$ 1,065.00	
3. Gleditsia T. Shademaster	EA	30	\$ 350.00	\$ 10,500.00	\$ -	-	\$ -	-	\$ -	-	30.00	\$ 10,500.00	
4. Liquidambar styraciflua	EA	26	\$ 350.00	\$ 9,100.00	\$ -	-	\$ -	-	\$ -	-	26.00	\$ 9,100.00	
5. Liriodendron tulipifera	EA	28	\$ 350.00	\$ 9,800.00	\$ -	-	\$ -	-	\$ -	-	28.00	\$ 9,800.00	
10. Pyrus C. Chanticleer	EA	22	\$ 350.00	\$ 7,700.00	\$ -	-	\$ -	-	\$ -	-	22.00	\$ 7,700.00	
6. Quercus borealis	EA	14	\$ 360.00	\$ 5,040.00	\$ -	-	\$ -	-	\$ -	-	14.00	\$ 5,040.00	
11. Tilia cordata	EA	25	\$ 350.00	\$ 8,750.00	\$ -	-	\$ -	-	\$ -	-	25.00	\$ 8,750.00	
7. Zelkova serrata	EA	19	\$ 355.00	\$ 6,745.00	\$ -	-	\$ -	-	\$ -	-	19.00	\$ 6,745.00	
Evergreen Trees													
15. Juniperus virginiana	EA	31	\$ 250.00	\$ 7,750.00	\$ -	-	\$ -	-	\$ -	-	31.00	\$ 7,750.00	
14. Picea abies	EA	29	\$ 250.00	\$ 7,250.00	\$ -	-	\$ -	-	\$ -	-	29.00	\$ 7,250.00	
12. Pinus strobus	EA	32	\$ 250.00	\$ 8,000.00	\$ -	-	\$ -	-	\$ -	-	32.00	\$ 8,000.00	
13. Pseudotsuga menziesii	EA	29	\$ 250.00	\$ 7,250.00	\$ -	-	\$ -	-	\$ -	-	29.00	\$ 7,250.00	
Shrubs													
19. Chamaecyparis F. Aurea	EA	1	\$ 55.00	\$ 55.00	\$ -	-	\$ -	-	\$ -	-	1.00	\$ 55.00	
17. Cornus amomum	EA	14	\$ 65.00	\$ 910.00	\$ -	-	\$ -	-	\$ -	-	14.00	\$ 910.00	
16. Euonymous A. Compacta	EA	4	\$ 65.00	\$ 260.00	\$ -	-	\$ -	-	\$ -	-	4.00	\$ 260.00	
20. Ilex crenata hetzi	EA	2	\$ 65.00	\$ 130.00	\$ -	-	\$ -	-	\$ -	-	2.00	\$ 130.00	
21. Thuja O. Emerald Green	EA	2	\$ 80.00	\$ 160.00	\$ -	-	\$ -	-	\$ -	-	2.00	\$ 160.00	
18. Viburnum Plcatum	EA	14	\$ 65.00	\$ 910.00	\$ -	-	\$ -	-	\$ -	-	14.00	\$ 910.00	
2.O. <u>RESPREAD TOPSOIL (6")</u>													
	LS	1	\$ 30,000.00	\$ 30,000.00	\$ -	-	\$ -	-	\$ -	-	1.00	\$ 30,000.00	
2.P. <u>OTHER</u>													
1. Construction Stakeout	LS	1	\$ 25,406.55	\$ 25,406.55	0.50	\$ 12,703.27	0.50	\$ 12,703.28	1.00	\$ 25,406.55		\$ -	
2. Pins and Monuments and As-Builts	LS	1	\$ 8,843.00	\$ 8,843.00		\$ -		\$ -		\$ -	1.00	\$ 8,843.00	
I. <u>CONTINGENCY</u>													
1. 10% Contingency	LS	1		\$ 157,305.24	\$ -	-	\$ -	-	\$ -	-	1.00	\$ 157,305.24	
(Released upon certification of completion and receipt of Maintenance Bond)													

## **NOTES:**

- 2014-09-24: Initial construction cost issued for Phase I Land Development Agreement.
- 2016-08-04: Phase II costs updated prior to recording of Phase II Land Development Agreement. Net change to construction cost = \$0.00.
- 2018-04-04: Phase I and Phase II spreadsheets separated for release purposes.
- 2018-04-04: Engineering/Legal & Administration cash escrow amounts based upon Phases I and II.

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

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SUBJECT: Consider Construction Escrow Release #1 – LDS 693 – Joseph Ambler Inn

MEETING DATE: September 24, 2018

ITEM NUMBER: #17.

MEETING/AGENDA:      WORK SESSION      ACTION XX      NONE

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

INITIATED BY: Bruce Shoupe      BOARD LIAISON: Candyce Fluehr Chimera  
Director of Planning and Zoning      Chairman

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BACKGROUND:

Attached is a construction escrow release requested by Richard Allman for Joseph Ambler Inn, as recommended by the Township Engineer. The original amount of the escrow was \$52,294.00, held as a cash with the Township. This is the first escrow release for this project. The current release is in the amount of \$8,160.00. The new balance would be \$44,134.00.

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 Board of Supervisors hereby authorize a construction escrow release in the amount of \$8,160.00, as recommended by the Township Engineer for the Joseph Ambler Inn project.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ VOTE \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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



**VIA EMAIL**

September 19, 2018

File No. 2017-06055

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

Reference: Financial Security Release - M-17-94  
1005 Horsham Road - Joseph Ambler Inn  
Equipment, Workshop and Dumpster Plan  
Tax Parcel #46-00-01129-004; Block 015, Unit 010

Dear Larry:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements indicated for release on the enclosed escrow status report have been completed. We recommend release of the improvement security in an amount of \$8,160.00. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

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

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads 'James P. Dougherty'.

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

JPD/sl

Enclosure: as referenced

cc: Bruce S. Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Judith Stern Goldstein, ASLA, R.L.A. - Boucher & James, Inc.  
Richard Allman – Joseph Ambler Inn

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

**RELEASE OF ESCROW FORM**

James P. Dougherty, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.  
65 East Butler Avenue, Suite 100  
New Britain, PA 18901  
215-345-4330

Date: 09/10/2018

Development: Joseph Ambler Inn Equipment Garage - M-16-68

G&A Project #: 2017-06055

Release #: 1

Dear Mr. Dunlevy:

This is an escrow release request in the amount of \$8,160.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

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

Date: 09/19/2018

Dear Mr. Gregan:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$8,160.00 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 by the developer.

James P. Dougherty 9/19/2018  
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from Joseph Ambler Inn for Joseph Ambler Inn Equipment Garage - M-16-68, in the amount of \$8,160.00, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$8,160.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$8,160.00; 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 Cash with Montgomery Township in total sum of \$52,294.00 pursuant to a signed Land Development Agreement and that \$0.00 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$44,134.00 in escrow.

MOTION BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

SECOND BY: \_\_\_\_\_

DATED: \_\_\_\_\_

RELEASED BY: \_\_\_\_\_

Department Director



Gilmore & Associates, Inc.  
Engineering and Consulting Services

## ESCROW STATUS REPORT

### SUMMARY OF ESCROW ACCOUNT

RELEASE NO. 1

RELEASE DATE: 19-Sep-2018

PROJECT NAME: Joseph Ambler Inn Equipment Garage  
PROJECT NO: 2017-08055  
TOWNSHIP NO: M-16-88  
PROJECT OWNER: Joseph Ambler Inn

TOTAL CONSTRUCTION: \$ 47,540.00  
TOTAL CONSTRUCTION CONTINGENCY (10%): \$ 4,754.00  
TOTAL CONSTRUCTION ESCROW POSTED: \$ 52,294.00

ORIGINAL CONSTRUCTION AMOUNT: \$ 52,294.00

AMOUNT OF THIS RELEASE: \$ 8,160.00

MUNICIPALITY: Montgomery Township  
ESCROW AGENT:  
TYPE OF SECURITY: Cash  
AGREEMENT DATE:

TOTAL ENG/INS/LEGAL (CASH ACCOUNT): \$ 3,000.00  
TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 300.00  
MAINTENANCE BOND AMOUNT (15%): \$ 7,131.00

PRIOR CONSTRUCTION RELEASED: \$ -  
TOTAL CONSTRUCTION RELEASED TO DATE: \$ 8,160.00

BALANCE AFTER CURRENT RELEASE: \$ 44,134.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE (Including current release)		AVAILABLE FOR RELEASE		RELEASE REQ # 2		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
<b>A. EROSION CONTROL</b>													
1	Construction Entrance	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	1.00	\$ 1,500.00	\$	-		
2	12" Silt Sox	LF	428	\$ 5.00	\$ 2,140.00	428.00	\$ 2,140.00	428.00	\$ 2,140.00	\$	-		
3	18" Silt Sox	LF	104	\$ 7.50	\$ 780.00	104.00	\$ 780.00	104.00	\$ 780.00	\$	-		
4	Tree Prot. Fence	LF	98	\$ 4.00	\$ 384.00	98.00	\$ 384.00	98.00	\$ 384.00	\$	-		
5	Perimeter E&S Measures	LS	1	\$ 500.00	\$ 500.00					1.00	\$ 500.00		
<b>B. DEMOLITION &amp; CLEARING</b>													
1	Remove Existing 4" PVC Pipe	LS	1	\$ 400.00	\$ 400.00	1.00	\$ 400.00	1.00	\$ 400.00	\$	-		
2	Remove Sheds and Pads	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	1.00	\$ 1,500.00	\$	-		
<b>C. EARTH WORK</b>													
1	Strip Topsoil	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	\$	-		
2	Place Topsoil	LS	1	\$ 1,000.00	\$ 1,000.00					1.00	\$ 1,000.00		
3	Rough Grade	LS	1	\$ 750.00	\$ 750.00	0.21	\$ 156.00	0.21	\$ 156.00	0.79	\$ 504.00		
4	Rake/Seed/Mulch	SF	14,900	\$ 0.15	\$ 2,235.00					14,900.00	\$ 2,235.00		
<b>D. STORM SEWER</b>													
1	8" Ductile Iron Pipe	LF	32	\$ 10.00	\$ 320.00					32.00	\$ 320.00		
2	4" ADS Perforated Pipe	LF	45	\$ 10.00	\$ 450.00					45.00	\$ 450.00		
3	4" ADS Roof Drains	LF	89	\$ 10.00	\$ 890.00					89.00	\$ 890.00		
4	River Rock, 8" Depth	CY	11	\$ 100.00	\$ 1,100.00					11.00	\$ 1,100.00		
5	Geotextile Fabric	LS	1	\$ 2,000.00	\$ 2,000.00					1.00	\$ 2,000.00		
6	Water Quality Trench (Clean Stone & Topsoil)	LS	1	\$ 2,000.00	\$ 2,000.00					1.00	\$ 2,000.00		
<b>E. CONCRETE WORK</b>													
1	Concrete Dumpster Slab (Incl. stone base)	SF	630	\$ 12.00	\$ 7,560.00					630.00	\$ 7,560.00		





Gilmore & Associates, Inc.  
Engineering and Consulting Services

## ESCROW STATUS REPORT

### SUMMARY OF ESCROW ACCOUNT

RELEASE NO : 1

RELEASE DATE: 10-Sep-2018

PROJECT NAME: Joseph Ambler Inn Equipment Garage  
PROJECT NO : 2017-06055  
TOWNSHIP NO : M-10-08  
PROJECT OWNER: Joseph Ambler Inn

TOTAL CONSTRUCTION: \$ 47,540.00  
TOTAL CONSTRUCTION CONTINGENCY (10%): \$ 4,754.00  
TOTAL CONSTRUCTION ESCROW POSTED: \$ 52,294.00

ORIGINAL CONSTRUCTION AMOUNT: \$ 52,294.00

AMOUNT OF THIS RELEASE: \$ 8,160.00

MUNICIPALITY: Montgomery Township  
ESCROW AGENT  
TYPE OF SECURITY: Cash  
AGREEMENT DATE

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 3,000.00  
TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 300.00  
MAINTENANCE BOND AMOUNT (15%): \$ 7,131.00

PRIOR CONSTRUCTION RELEASED: \$  
TOTAL CONSTRUCTION RELEASED TO DATE: \$ 9,160.00

BALANCE AFTER CURRENT RELEASE: \$ 44,134.00

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE (including current release)		AVAILABLE FOR RELEASE		RELEASE REQ # 2



2188 DETWILER ROAD  
HARLEYSVILLE, PA 19438  
(215) 513-9300 • FAX (215) 513-7556  
Concrete, Excavation, Pipe & Paving www.thehorgans.net

79096

12867  
JOSEPH AMBLER INN  
ATTN: RICHARD ALLMAN  
1005 HORSHAM ROAD  
NORTH WALES, PA 19454

INV # 79096  
DATE 9/5/2018  
JOB#  
JOB JOSEPH AMBLER INN  
LOT  
SERV POLE BARN  
CODE 100

<u>DATE/LOT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>UNIT RATE</u>	<u>TOTAL</u>
	POLE BARN			
	CONCRETE SONOTUBES - SUPPORT PIERS			
	8-31-18 & 9-4-18			
	SONOTUBES	24 EA	\$290.00	\$6,960.00
	CONCRETE FOOTING UNDER DUMPSTER PAD			
	CONCRETE SUPPLIED			\$600.00
	LABOR			\$600.00

NOTE: ALL STONE SUPPLIED TO BE ON EXCAVATION INVOICE

PHONE# 215-382-7500

TOTAL DUE \$8,160.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Payment of Bills

MEETING DATE: September 24, 2018

ITEM NUMBER: #18.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman of the Board of Supervisors



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BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
09/11/2018	01	72805	00000397	PECO ENERGY	11,659.44
09/11/2018	01	72806	00000399	PECO ENERGY	7,928.14
09/11/2018	01	72807	100000701	STAPLES BUSINESS CREDIT	825.32
09/21/2018	01	72808	00000371	HOT FROG PRINT MEDIA, LLC	2,955.24
09/21/2018	01	72809	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	2,932.71
09/21/2018	01	72810	00000723	A TO Z PARTY RENTAL	2,973.00
09/21/2018	01	72811	00000006	ACME UNIFORMS FOR INDUSTRY	331.38
09/21/2018	01	72812	MISC-FIRE	ADAM ZWISLEWSKI	15.00
09/21/2018	01	72813	00001202	AIRGAS, INC.	266.93
09/21/2018	01	72814	MISC-FIRE	ALEXANDER J DEANGELIS	15.00
09/21/2018	01	72815	100000793	ALYSHA SOBEL	45.00
09/21/2018	01	72816	100000792	AYONNA SHABAZZ	90.00
09/21/2018	01	72817	00906105	BATTERIES & BULBS	139.97
09/21/2018	01	72818	00000043	BERGEY'S	354.00
09/21/2018	01	72819	00902946	BETTE'S BOUNCES, LLC	3,041.10
09/21/2018	01	72820	MISC-FIRE	BILL WIEGMAN	120.00
09/21/2018	01	72821	00000255	BILLER PRESS & MANUFACTURING, INC.	242.80
09/21/2018	01	72822	00000209	BOUCHER & JAMES, INC.	20,641.33
09/21/2018	01	72823	100000405	C.E.S.	110.94
09/21/2018	01	72824	MISC-FIRE	CARL HERR	45.00
09/21/2018	01	72825	100000795	CAROL HURLBRINK	115.00
09/21/2018	01	72826	00001765	CARRIGAN GEO SERVICES INC.	520.00
09/21/2018	01	72827	00001601	CDW GOVERNMENT, INC.	451.51
09/21/2018	01	72828	00906107	CLEMENS FOOD GROUP	124.50
09/21/2018	01	72829	00000363	COMCAST	690.22
09/21/2018	01	72830	00000335	COMCAST CORPORATION	1,411.47
09/21/2018	01	72831	100000238	DANIELLE BRIDGE	280.00
09/21/2018	01	72832	00001913	DANO ENTERPRISES, INC.	810.00
09/21/2018	01	72833	00000629	DAVIDHEISER'S INC.	15.00
09/21/2018	01	72834	100000103	DEEP RUN AQUATIC SERVICES, INC.	463.00
09/21/2018	01	72835	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	1,110.84
09/21/2018	01	72836	100000213	DOG TOWN	474.93
09/21/2018	01	72837	00001756	EAST COAST EVENT GROUP INC.	350.00
09/21/2018	01	72838	03214663	ELITE 3 FACILITIES MAINTNEANCE, LLC	4,240.00
09/21/2018	01	72839	00903110	ESTABLISHED TRAFFIC CONTROL	54.00
09/21/2018	01	72840	00000161	EUREKA STONE QUARRY, INC.	171.78
09/21/2018	01	72841	00001466	FEDEX OFFICE	28.00
09/21/2018	01	72842	00000180	FRANK CALLAHAN COMPANY, INC.	26.10
09/21/2018	01	72843	100000408	FSSOLUTIONS	193.30
09/21/2018	01	72844	03214568	FULTON CARDMEMBER SERVICES	1,714.18
09/21/2018	01	72845	00000611	FUN EXPRESS LLC	201.81
09/21/2018	01	72846	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	621.00
09/21/2018	01	72847	100000210	GREEN GUARD FIRST AID & SAFETY	76.10
09/21/2018	01	72848	100000785	HIGHER ROCK PARTNERS LP	52.39
09/21/2018	01	72849	100000785	HIGHER ROCK PARTNERS LP	140.61
09/21/2018	01	72850	00000903	HOME DEPOT CREDIT SERVICES	314.50
09/21/2018	01	72851	00441122	HORSHAM CAR WASH	173.00
09/21/2018	01	72852	00904661	INSITE FIREARMS & LAW ENFORCEMENT	67.09
09/21/2018	01	72853	100000796	INSTA-MOLD PRODUCTS, INC.	431.57
09/21/2018	01	72854	00000555	J & J TRUCK EQUIPMENT	187.01
09/21/2018	01	72855	MISC-FIRE	JAKE WELTMAN	45.00
09/21/2018	01	72856	MISC	JH GREENE & SON	870.00
09/21/2018	01	72857	100000571	JOHN NOLAN	50.00
09/21/2018	01	72858	MISC-FIRE	JON WASHINGTON	60.00
09/21/2018	01	72859	100000791	KATHLEEN LUCAS	100.00
09/21/2018	01	72860	MISC-FIRE	KEITH A MILLER	90.00
09/21/2018	01	72861	00000107	KENNEDY COMPANIES	1,114.00
09/21/2018	01	72862	00000057	LAWN AND GOLF SUPPLY COMPANY, INC.	294.60
09/21/2018	01	72863	00003009	LIFE FITNESS	4,623.46
09/21/2018	01	72864	00001706	LOWE'S COMPANIES INC.	29.51
09/21/2018	01	72865	00000527	MACENTEE AUTO GLASS	385.00
09/21/2018	01	72866	00000354	MAD SCIENCE OF WEST NEW JERSEY	1,247.00
09/21/2018	01	72867	00000689	MARY KAY KELM, ESQUIRE	1,450.00
09/21/2018	01	72868	MISC-FIRE	MARY NEWELL	120.00
09/21/2018	01	72869	00000201	MASTERTECH AUTO SERVICE, LLC	1,185.38
09/21/2018	01	72870	00000201	MASTERTECH AUTO SERVICE, LLC	2,396.65
09/21/2018	01	72871	100000225	MCATO	100.00
09/21/2018	01	72872	00000974	MCCARTHY AND COMPANY, PC	2,415.00
09/21/2018	01	72873	MISC-FIRE	MICHAEL D. SHINTON	30.00
09/21/2018	01	72874	MISC-FIRE	MICHAEL JANSSENS	30.00
09/21/2018	01	72875	MISC-FIRE	MICHAEL SHEARER	60.00
09/21/2018	01	72876	MISC-FIRE	MIKE BEAN	45.00

09/21/2018 02:28 PM  
 User: msanders  
 DB: Montgomery Twp

CHECK REGISTER FOR MONTGOMERY TOWNSHIP  
 CHECK DATE FROM 09/11/2018 - 09/24/2018

Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/21/2018	01	72877	00000326	MONTGOMERY COUNTY	49.53
09/21/2018	01	72878	00000321	MUSCO CORPORATION	8,269.00
09/21/2018	01	72879	100000171	NFFA	445.50
09/21/2018	01	72880	00000356	NORTH WALES WATER AUTHORITY	71.64
09/21/2018	01	72881	00001134	OFFICE DEPOT, INC	75.59
09/21/2018	01	72882	100000265	ONCE UPON A DREAM	100.00
09/21/2018	01	72883	MISC	PATRICIA SOBEL	3.00
09/21/2018	01	72884	MISC-FIRE	PAUL R. MOGENSEN	120.00
09/21/2018	01	72885	00000595	PENN VALLEY CHEMICAL COMPANY	173.22
09/21/2018	01	72886	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	219.10
09/21/2018	01	72887	100000754	PETROLEUM TRADERS CORP.	2,282.21
09/21/2018	01	72888	100000755	PETROLEUM TRADERS CORP.	1,005.02
09/21/2018	01	72889	00000447	PETTY CASH - POLICE	139.48
09/21/2018	01	72890	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	193.90
09/21/2018	01	72891	00000446	PHISCON ENTERPRISES, INC.	1,100.00
09/21/2018	01	72892	00000345	PRINTWORKS & COMPANY, INC.	373.12
09/21/2018	01	72893	00000252	PURE CLEANERS	459.00
09/21/2018	01	72894	MISC-FIRE	RACHEL TROUTMAN	15.00
09/21/2018	01	72895	00906102	READY REFRESH	331.49
09/21/2018	01	72896	00000439	RED THE UNIFORM TAILOR	279.50
09/21/2018	01	72897	00001146	RESERVE ACCOUNT	1,500.00
09/21/2018	01	72898	00000741	ROBERT E. LITTLE, INC.	1,737.09
09/21/2018	01	72899	00001972	ROBERT L. BRANT	87.50
09/21/2018	01	72900	MISC	RRR&M LLC	86.71
09/21/2018	01	72901	MISC-FIRE	RYAN ALLISON	60.00
09/21/2018	01	72902	MISC-FIRE	RYAN RUDELL	15.00
09/21/2018	01	72903	00000653	SCATTON'S HEATING & COOLING, INC.	96.00
09/21/2018	01	72904	MISC-FIRE	SEAN ALLISON	105.00
09/21/2018	01	72905	00001939	SERVICE TIRE TRUCK CENTERS	104.50
09/21/2018	01	72906	100000790	SHOEN SAFETY & TRAINING	400.00
09/21/2018	01	72907	00001901	SLEEPY HOLLOW ENTERPRISES, INC.	997.50
09/21/2018	01	72908	00001656	SOSMETAL PRODUCTS INC.	76.60
09/21/2018	01	72909	00000015	SPRINT	450.47
09/21/2018	01	72910	00001394	STANDARD INSURANCE COMPANY	7,693.01
09/21/2018	01	72911	100000701	STAPLES BUSINESS CREDIT	165.11
09/21/2018	01	72912	100000701	STAPLES BUSINESS CREDIT	37.98
09/21/2018	01	72913	MISC-FIRE	STEVE SPLENDIDO	30.00
09/21/2018	01	72914	00000485	SYRENA COLLISION CENTER, INC.	1,400.60
09/21/2018	01	72915	00000684	THOMAS WARD	3,017.99
09/21/2018	01	72916	00002020	THOMSON REUTERS	210.00
09/21/2018	01	72917	00001771	TIMAC AGRO USA	655.25
09/21/2018	01	72918	00000506	TRANS UNION LLC	70.00
09/21/2018	01	72919	MISC-FIRE	TREVOR DALTON	15.00
09/21/2018	01	72920	MISC	VELOCITEL, INC.	30.00
09/21/2018	01	72921	00000040	VERIZON	139.99
09/21/2018	01	72922	00902026	VILLAGE OF NESHAMINY FALLS	14.15
09/21/2018	01	72923	100000787	VILLAGE RESALES LLC	41.37
09/21/2018	01	72924	MISC-FIRE	VINAY SETTY	60.00
09/21/2018	01	72925	MISC-FIRE	VINCE ZIRPOLI	150.00
09/21/2018	01	72926	100000786	WATSON-JONES RONDA M & JONES KEITH	94.26
09/21/2018	01	72927	100000677	WE BRING THE FUN 365	350.00
09/21/2018	01	72928	00001329	WELDON AUTO PARTS	3,037.64
09/21/2018	01	72929	00001329	WELDON AUTO PARTS	433.32
09/21/2018	01	72930	00001084	WITMER ASSOCIATES, INC.	846.77
09/21/2018	01	72931	00000550	ZEP MANUFACTURING COMPANY	199.18
09/21/2018	01	72932	00000999	BCG-BENEFIT CONSULTANTS GROUP	0.00 V
09/21/2018	01	72933	00091234	CENERO, LLC	7,508.00
09/21/2018	01	72934	100000798	MID-ATLANTIC TRUST CO	9,617.03

01 TOTALS:

(1 Check Voided)

Total of 129 Disbursements:

144,220.13

09/21/2018

Check List

For Check Dates 09/11/2018 to 09/24/2018

Check

Date	Name	Amount
09/12/2018	STATE OF PA	State Tax Payment \$ 10,051.71
09/20/2018	BCG 401	401 Payment \$ 16,206.03
09/20/2018	BCG 457	457 Payment \$ 11,750.54
09/20/2018	PA SCDU	Withholding Payment \$ 802.03
09/20/2018	PBA	PBA Payment \$ 851.30
09/20/2018	UNITED STATES TREASURY	941 Tax Payment \$ 81,793.13
Total Checks: 6		\$ 121,454.74