

# **AGENDA** MONTGOMERY TOWNSHIP **BOARD OF SUPERVISORS AUGUST 12, 2019**

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

Lawrence J. Gregan Township Manager

#### **ACTION MEETING - 7:00 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 July 22, 2019 Meeting
- 6. Consider Appointment of Township Manager Designee
- 7. Announcement of Employee Resignation
- 8. Donation Presentation- North Wales Library and Visiting Nurses Community Services, Inc.
- 9. Consider Authorization to Execute the License and Security Agreement for the Korean War Memorial American Korea Alliance Peace Park, Inc.
- Presentation Stormwater MS4 Program Update and Next Steps
- 11. Consider Authorization to Submit Grant Application for Montgomery County Transportation Program- North Wales Road and Harbob Lane - Traffic Signal Improvements / ADA Compliance
- 12. Consider Approval for 2019 Fall Recreation Programs and Fees
- 13. Consider Authorization to Advertise for Bids Ash Tree Forestry Management Program-Phase VII
- 14. Consider Authorization to Advertise for Bids Ash Tree Forestry Management Program-Phase VIII
- 15. Consider Payment of Bills
- 16. Other Business
- 17. Adjournment

Future Public Hearings/Meetings:

08-15-2019 @7:30pm - Planning Commission 08-19-2019 @6:00pm - Finance Meeting

08-21-2019 @6:00pm - Sewer Authority

08-21-2019 @7:30pm - Shade Tree Commission

08-26-2019 @7:00pm - Board of Supervisors

SUBJECT:

**Public Comment** 

**MEETING DATE:** 

August 12, 2019

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: Michael J. Fox,

Chairman of the Board of Supervisors

#### 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.

Policy:

SUBJECT: Announcement of Executive Session ITEM NUMBER: August 12, 2019 #4 MEETING DATE: MEETING/AGENDA: WORK SESSION ACTION XX NONE REASON FOR CONSIDERATION: Operational: XX Information: Discussion: BOARD LIAISON: Michael J. Fox, INITIATED BY: Lawrence J. Gregan Chairman of the Board of Supervisors Township Manager **BACKGROUND:** Frank Bartle will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed. ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None. PREVIOUS BOARD ACTION: None. ALTERNATIVES/OPTIONS: None. **BUDGET IMPACT:** None. RECOMMENDATION: None.

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

MOTION/RESOLUTION:

None.

SUBJECT:

Consider Approval of Minutes for July 22, 2019

MEETING DATE:

August 12, 2019

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information:

Discussion:

Policy:

INITIATED BY: Lawrence J. Gregan Township Manager

BOARD LIAISON: Michael J. Fox,

Chairman of the Board of Supervisors

#### **BACKGROUND:**

Please contact Deb Rivas or Stacy Crandell on Monday, August 12, 2019 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.



# MINUTES OF MEETING MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS JULY 22, 2019

At 6:00p.m. Chairman Michael J. Fox called to order the Executive Session. In attendance were Vice-Chairman Candyce Fluehr Chimera, and Supervisors Tanya C. Bamford, Jeffrey W. McDonnell and Matthew W. Quigg. Also in attendance was Township Manager Lawrence J. Gregan, and Township Solicitor Frank Bartle, Esquire.

Chairman Michael J. Fox called the action meeting to order at 7:01 p.m. In attendance were Vice-Chairman Candyce Fluehr Chimera and Supervisors Tanya C. Bamford, Jeffrey W. McDonnell and Matthew W. Quigg. Also in attendance were Township Solicitor Frank Bartle, Esquire, Township Manager Lawrence Gregan, Police Chief Scott Bendig, Director of Fire Services Richard Lesniak, Director of Finance Ami Tarburton, Director of Administration & HR 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 Public Information Coordinator Kelsey Whalen.

Following the Pledge of Allegiance, Chairman Michael J. Fox called for public comment from the audience. Gary Gelbart of 103 Preserve Lane, and a board member of the Homeowners Association for Montgomery Preserve, asked about the status of the streetlights along Enclave Boulevard. Chairman Fox and Township Manager Lawrence J. Gregan stated that they are working with PECO to have the streetlights energized and were able to have four of the lights turned on. Unfortunately, PECO had a problem with the wiring so the other lights were not able to be energized. Mr. Gregan will continue to follow up on this situation to make sure the matter is completed.

Chairman Michael J. Fox provided a public service announcement to remind all Township residents to please maintain their street trees and make sure to trim low laying branches that can be a safety hazard to people using the sidewalks.

Solicitor Frank Bartle, Esquire announced that the Board had met in an executive session on Thursday, July 18<sup>th</sup> from 7:00 to 8:30 p.m. at the Township Building to discuss a personnel matter and the Board also met prior to this meeting at 6:00 p.m., and discussed several matters. Two matters of ligation that are both Zoning Hearing Board cases: Ocean State Job Lots- 955 Bethlehem Pike and the Lear Property- 1079 Horsham Road were discussed. The Board also discussed the Cutler Development, which is a matter of potential ligation as well as several personnel matters. Mr. Bartle stated that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Michael J. Fox made a motion to approve the minutes of the July 8, 2019

Board of Supervisors meeting, and Vice-Chairman Candyce Fluehr Chimera seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Township Manager Lawrence J. Gregan announced that there was a vacancy on the Business Development Partnership and John (J.P.) Northrop had expressed an interest in being appointed to this committee. Resolution #1 made by Chairman Michael J. Fox, seconded by Supervisor Tanya C. Bamford and adopted unanimously, appointed John (J.P.) Northrop to the Business Development Partnership for a term to expire on January 1, 2020.

Township Manager Lawrence J. Gregan announced the resignation of Ellen Reynolds from the Montgomery Township Planning Commission. Ms. Reynolds had served on the commission since January of 2009. Resolution #2 made by Chairman Michael J. Fox, seconded by Vice-Chairman Candyce Fluehr Chimera and adopted unanimously, accepted the resignation of Ellen Reynolds from the Montgomery Township Planning Commission and thanked her for her many years of dedicated service.

Assistant to the Township Manager Stacy Crandell announced an annual donation of \$3,000 was being made to the PEAK Center. Ms. Crandell introduced Paul Nye who accepted the donation. Paul Nye, Executive Director for the PEAK Center, expressed his gratitude for the Board's generous donation and gave examples of how this donation was going to be used to help provide many services to senior citizens in the Township and surrounding areas.

Assistant to the Township Manager Stacy Crandell stated that the Township Staff and Township Traffic Engineer, Traffic Planning and Design (TPD) has been working to finalize the design for the Powerline Trail Connector Phase 1 Project. The Township is receiving funding through the TAP Grant Program. One of the requirements of the design phase is to have a Third Party Structural Design Review for the Pedestrian Bridge that will cross the Little Neshaminy Creek for the trail connection. Gilmore & Associates has generated a proposal to provide this review as follows: Geotechnical (foundations) - \$1,600/submission, not-to-exceed, Structural (bridge structure) - \$2,400/submission, not-to exceed, and Hydrology and Hydraulics (stream and floodplain analysis) - \$1,600/submission/not-to-exceed. Resolution #3 made by Chairman Michael J. Fox, seconded by Vice-Chairman Candyce Fluehr Chimera and adopted unanimously, approved the proposal from Gilmore & Associates dated July 17, 2019 to provide the Third Party Structural Review for the Pedestrian Bridge for the Powerline Trail Connection-Phase 1 Project.

Assistant to the Township Manager Stacy Crandell announced that the Township's Leaf and Yard Waste Collection Bid will be up at the end of October. Ms. Crandell requested approval to authorize the advertisement for the bids. Resolution #4 made by Chairman Michael J. Fox, seconded by Supervisor Tanya C. Bamford and adopted unanimously, authorized the Township Manager to advertise for Bids for the Residential Leaf and Yard Waste Collection Disposal per the bid specifications.

Director of Finance Ami Tarburton presented the 2nd Quarter 2019 Budget report. Ms. Tarburton's presentation summarized the operating results through June 30, 2019 and identified

the significant activities in the fund balance, revenues and expenses. Ms. Tarburton noted that the General Fund Balance was down 4% from last year due to \$300,000 of real estate millage being redirected from the General Fund to the Debt Service Fund, combined with an increase in expenses mostly stemming from higher Capital Replacement Component Purchases made during the second quarter. Ms. Tarburton reported overall the Township is still on track for the projected 2019 Budget and finances are in excellent condition.

Director of Planning and Zoning Bruce Shoupe presented the Preliminary Subdivision Plan for ProReal Ventures Carwash- 1274 Welsh Road LDS#699. The applicant, ProReal Ventures, LLC is seeking Preliminary approval to construct a 4,594 square foot automatic car wash on 1.816 acre lot at the northeast corner of DeKalb Pike and Welsh Road, the former Atomic Tire Property. The property is currently zoned C-Commercial and the use previously received Conditional Use approval. The applicant proposes to provide car stacking for approximately 66 vehicles and parking for employees and customers totaling 32 spaces. Access to the site is shown as a "right in only" driveway entrance on the existing curb cut located on the Welsh Road frontage of the site and a "right in/right out only movement" driveway entrance and exit through an existing curb cut located on the DeKalb Pike frontage of the site and a left-out movement on PECO's property. The applicant's attorney Kimberly Freimuth, Esg. from Fox Rothchild and engineer, Paul Boettinger, from T&M Associates, stated that applicant was in agreement with the 12 conditions and 5 waiver requests that were in the approval resolution. Resolution #5 made by Chairman Michael J. Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, granted the conditional preliminary approval of the application for Subdivision and Land Development LDS#699 for ProReal Ventures Carwash located at 1274 Welsh Road with 12 conditions and 5 waiver requests that were presented in the resolution.

Resolution #6 made by Chairman Michael J. Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the construction escrow release #6

requested by Higher Rock Partners, LP for Phase 1 LDS#694 as recommended by the Township Engineer in the amount of \$72,300.00.

Resolution #7 made by Chairman Michael J. Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized a construction escrow release #5 requested by Higher Rock Partners, LP for Phase 2 LDS#694 as recommended by the Township Engineer in the amount of \$897,652.55

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

There being no further business to come before the Board, the meeting adjourned at 7:37 p.m.

SUBJECT:

Consider Appointment of Township Manager Designee

**MEETING DATE:** 

August 12, 2019

ITEM NUMBER: #6

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: xx

Policy:

Discussion:

Information:

INITIATED BY: Lawrence J. Gregan Township Manager,

BOARD LIAISON: Michael J. Fox, Chairman

**Board of Supervisors** 

# BACKGROUND:

Following a rigorous four month recruitment and evaluation process, the Board will consider the appointment of the Township Manager Designee to take over the Township Manager position upon the retirement of current Manager Lawrence Gregan at the end of the year.

# ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

**ALTERNATIVES/OPTIONS:** 

None.

**BUDGET IMPACT:** 

None.

RECOMMENDATION:

None.

#### MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint to the position of Township Manager Designee for Montgomery Township effective September 16, 2019.

SUBJECT: Announce Employee Resignation

MEETING DATE: August 12, 2019

ITEM NUMBER: #7

MEETING/AGENDA: WORK SESSION

**ACTION XX** 

NONE

REASON FOR CONSIDERATION: Operational: XX

Policy: Discussion:

Information:

INITIATED BY: Ami Tarburton

Finance Director

BOARD LIAISON: Michael J. Fox, Chairman **Board of Supervisors** 

#### BACKGROUND:

Montgomery Township wishes to acknowledge the services of Vickie Zidek who has tendered her resignation as an Accountant effective Monday, August 19, 2019. Vickie was hired as a Staff Accountant on February 5, 2007 and has been an integral part of the Finance Department for the past twelve years.

Vickie has taken a Controller position with a local warehousing company. We wish Vickie the best in her future endeavors.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None,

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

# RECOMMENDATION:

Acknowledge resignation of Vickie Zidek from her position with Montgomery Township and thank her for her service to the residents of Montgomery Township.

#### MOTION/RESOLUTION:

MOTIONS

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the resignation of Vickie Zidek from her position as Accountant with Montgomery Township and take this opportunity to thank her for her service during her employment at Montgomery Township.

WOTON.	OLOGIAD.	11D.				
ROLL CALL:						
Tanya C. Bamford Michael J. Fox Jeffrey W. McDonnell Matthew W. Quigg	Aye Aye Aye	Opposed Opposed Opposed Opposed	Abstain Abstain Abstain Abstain	Absent Absent Absent Absent		
Candyce Fluehr Chimera	Aye Aye	Opposed	Abstain	Absent		

SECOND:

SUBJECT:

Donation Presentation- North Wales Library

MEETING DATE:

August 12, 2019

ITEM NUMBER:

#8

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: xx

Policy: Discussion:

Information:

INITIATED BY: Stacy Crandell

BOARD LIAISON: Michael J. Fox, Chairman

Assistant to the Township Manager

# **BACKGROUND:**

This evening the Board will be presenting a check in the amount of \$1,500 to the North Wales Library. Jayne Blackledge and Beth Duffy will be present at the meeting to accept the check on behalf of North Wales Library.

# ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

**BUDGET IMPACT:** 

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

SUBJECT:

Donation Presentation-Visiting Nurses Association Community Services

MEETING DATE:

August 12, 2019

ITEM NUMBER: #8

MEETING/AGENDA:

**ACTION** 

NONE

REASON FOR CONSIDERATION: Operational: xx

Policy: Discussion: Information:

INITIATED BY: Stacy Crandell BOARD LIAISON: Michael J. Fox, Chairman

Assistant to the Township Manager

# **BACKGROUND:**

This evening the Board will be presenting a check in the amount of \$1,500 to the Visiting Nurse Community Services. Richard Cirko will be present at the meeting to accept the check on behalf of the Visiting Nurse Association Community Services organization.

# ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

**ALTERNATIVES/OPTIONS:** 

None.

**BUDGET IMPACT:** 

None.

**RECOMMENDATION:** 

None.

MOTION/RESOLUTION:

None.

SUBJECT:

Consider Authorization to Execute License and Security Agreement- Korean War

Memorial American- Korea Alliance Peace Park

MEETING DATE:

August 12, 2019

ITEM NUMBER:

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: xx Policy:

Discussion:

Information:

INITIATED BY: Lawrence J. Gregan / BOARD LIAISON: Michael J. Fox

Township Manager

Chairman, Board of Supervisors

# BACKGROUND:

In 2015, the Board of Supervisors was approached by members of the Korean Community led by Master Bong Pil Yang, regarding finding a location for a Korean War Memorial to honor and recognize the cooperation and sacrifices of the American-Korean armed forces during this war. The Board agreed that an appropriate location would be in the Township's Memorial Grove Park located on Kenas Road.

Over the last few years, the Korean War Memorial and Peace Park Committee was created and has been hard at work securing funding for the memorial and has secured private donations, grant funding and funding from the Korean Government for the memorial.

Permission for construction of the Memorial will be subject to execution of a License and Security agreement to govern the terms for the use of a portion of Memorial Grove Park area for the purposes of installing and maintaining a memorial and cultural exchange monument including the posting of security in the amount of \$75,000 to ensure the completion of the Memorial improvements.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

# RECOMMENDATION:

Staff is recommending the Board authorize the execution of this License and security agreement with the Korean War Memorial American-Korean Alliance Peace Park Inc. for the purposes of installing and maintaining a memorial and cultural exchange monument at Memorial Grove Park.

# MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the execution of the License and Security Agreement with the Korean War Memorial American-Korean Alliance Peace Park Inc. for the purposes of installing and maintaining a memorial and cultural exchange monument at Memorial Grove Park.

MOTION: ROLL CALL:	SECOND:			
Tanya C. Bamford Candyce Fluehr Chimera Jeffrey W. McDonnell Matthew W. Quigg Michael J. Fox	Aye	Opposed	Abstain	Absent
	Aye	Opposed	Abstain	Absent
	Aye	Opposed	Abstain	Absent
	Aye	Opposed	Abstain	Absent
	Aye	Opposed	Abstain	Absent

# LICENSE AND SECURITY AGREEMENT

This License and Security Agreement ("Agreement") is made this	_ day of
, 2019, ("Effective Date") by and between MONTGO	OMERY
TOWNSHIP (the "Township" or "Licensor"), and THE KOREAN WAR MEN	IORIAL
AMERICA-KOREA ALLIANCE PEACE PARK, INC. (the "Memorial Allian	1 <b>ce</b> " or
"Licensee").	

# **Background**

- **A.** Township is the owner of a certain 26.98 acre property known as Memorial Grove Park located at 1120 Kenas Road, Montgomery Township, further identified as tax parcel no. 46-00-01093-32-8 (the "**Park**" or "**Premises**").
- **B.** The Memorial Alliance desires to enter the Park for the purposes of installing and maintaining a memorial and cultural exchange monument and associated 10 foot wide asphalt path (the "**Memorial Improvements**") as shown on the Korean War Memorial Conceptual Sketch attached as Exhibit "A", (the "License Exhibit Plan") at the Park, for public use and access.
- C. The Township is willing to grant the Memorial Alliance the right to enter and use that portion of the Park that is necessary for the construction and use of the Memorial Improvements as shown on the License Exhibit Plan (the "License Area") for such purposes, subject to the terms and conditions set forth in this Agreement. The License Area is as shown in the License Exhibit Plan.
- **NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the Township and Memorial Alliance, intending to be legally bound, agree as follows:

# 1. License

- a. Subject to the terms and conditions of this Agreement, Township grants to Memorial Alliance and its agents, employees, representatives, advisors, consultants, professionals, contractors and subcontractors a nonexclusive, revocable, and non-assignable license, for the Term (as defined in Section 3 below), to enter the License Area for the sole purpose of installing and maintaining the Memorial Improvements for public use and access and thereafter for visiting the improvements and using them for cultural and memorial activities from time to time, subject to the requirements of the Township's Special Event permitting process, if applicable.
- b. In use of its license, Memorial Alliance shall not unreasonably interfere with Township's or the public's use of the Park except as is necessary to construct and maintain the Memorial Improvements, and shall not attempt to move any property on or from the Park without the prior permission of the Township.

c. No legal title, leasehold, or other interest in the License Area or the Park or appurtenances thereto shall be deemed or construed to have been created or vested in Memorial Alliance by anything contained in this Agreement.

# Condition of Premises

- a. Memorial Alliance agrees that the exercise of its rights under this Agreement is subject to the "AS IS" condition of the License Area and the Park, including all defects latent and patent; Township makes no representation as to the condition of the License Area or the Park. Memorial Alliance agrees that any and all precautions required by Memorial Alliance for the safe exercise of its license shall be performed by Memorial Alliance at no cost to the Township. Township disclaims any and all warranties of fitness, merchantability, and suitability for intended purpose, and habitability.
- b. Promptly following the installation of the Memorial Improvements, Memorial Alliance, at its sole cost and expense, shall cause the surface of the License Area to be restored to as near the condition as possible which existed prior to the Memorial Improvements. Memorial Alliance shall repair damages or reimburse Township for the repair of damages caused by Memorial Alliance or its agents to the License Area and/or the Park.

# 3. Term/Termination

- a. The term of this Agreement shall begin on the Effective Date and shall end, unless otherwise terminated in accordance with the terms of this Agreement, upon written notice from Township to Memorial Alliance that this Agreement is terminated (the "**Term**"). Township shall have the right, upon prior written notice to the Memorial Alliance, to terminate this Agreement at any time, with or without cause, with no liability on the part of the Township to Memorial Alliance.
- b. Upon termination of this Agreement, Township shall take possession and ownership of the Memorial Improvements and shall have the right, in its sole discretion, to either keep and maintain the Memorial Improvements or remove and dispose of the Memorial Improvements from the License Area.

# 4. Installation and Maintenance of Improvements

- a. Memorial Alliance shall be solely responsible for all costs related to the Memorial Improvements including, but not limited to, the design, engineering, labor, materials, supplies, installation, and the ongoing maintenance and upkeep of the Memorial Improvements and License Area.
- b. Memorial Alliance shall ensure that all work done in the License Area is done in a good and workmanlike manner in accordance with all applicable Township Code provisions and all other applicable municipal and state laws and regulations.

- c. The Memorial Improvements and License Area shall not, at any time, be left in an unsafe condition. Should the Township discover any unsafe conditions within the aforesaid Memorial Improvements and/or License Area, the Township shall provide notice of such condition to the Memorial Alliance and Memorial Alliance shall take all necessary steps to immediately remediate the conditions. Should the Memorial Alliance fail or refuse to remediate any unsafe condition within 5 days of receipt of notice from the Township, Township may terminate this Agreement.
- d. The Memorial Alliance shall provide regularly scheduled maintenance for the Memorial Improvements pursuant to a schedule that shall be provided to and approved by the Township. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the Memorial Improvements, maintenance of any landscaping which are part of the Memorial Improvements and lighting, removal of any trash or litter, snow removal and graffiti removal. Should the Township discover that the Memorial Improvements have not been properly maintained, the Township shall provide notice of such condition to the Memorial Alliance and Memorial Alliance shall take all necessary steps to immediately remediate the conditions. Should the Memorial Alliance fail or refuse to remediate such condition within 30 days of receipt of notice from the Township, Township may terminate this Agreement.

# 5. Security for Improvements

- a. Memorial Alliance agrees to post \$75,000.00 ("Security") in cash escrow with the Township to the satisfaction of the Township Solicitor to ensure the completion of the Memorial Improvements, as described above.
- b. This Security shall remain in effect at all times until the Township Engineer determines that all Memorial Improvements have been completed pursuant to the License Agreement and plans, as amended. Such Security shall provide for, and secure to the public, the timely completion of the Memorial Improvements in accordance with the License Agreement, as amended and the terms of this Agreement. The Township's authority and power to draw upon the Security shall not be exhausted by the initial exercise thereof and may be exercised as often as the Township shall find it necessary.

# License Agreement

The License Agreement shall have no legal effect nor be binding on the Township until the Security has been posted with the Township to the satisfaction of the Township Solicitor.

# 7. Holding and Release of Security

a. The Security shall be held by the Township until Memorial Alliance completes all Memorial Improvements set forth above in accordance with the License Agreement, as amended to the satisfaction of the Township Engineer, whereupon the Township shall release to the Memorial Alliance the Security, subject to any retainage (not to exceed 15% of the actual costs of installation of any Memorial Improvements) for

a certain period (not to exceed 18-months), as determined necessary by the Township Engineer, after completion has been certified by the Township Engineer ("Retainage"). If applicable, Memorial Alliance may incorporate the Retainage into the Project's Land Development Agreement Improvement Security, to the satisfaction of the Township Engineer and Solicitor.

- b. In the event the Memorial Improvements are not completed as represented by the plans approved by the Township within 1-year of the date of this Agreement, unless such time period is extended by the Board, the Memorial Alliance agrees that the Township is entitled to all legal and equitable remedies on the guarantee or otherwise against the Memorial Alliance as provided by ordinances or statute in order that the Township shall have the necessary funds to, in the Township's discretion, complete and/or remove the improvements contemplated by the License Agreement, as amended, to the Township Engineer's approval.
- c. In the event the Memorial Alliance fails to construct the Memorial Improvements in accordance with the License Agreement, as amended, and compliance with the direction of the Township Engineer, then the Township will give written notice by mail of such failure, giving Memorial Alliance 60-days to remedy the violation. If the violation is not remedied within 60-days, then the Township is authorized to cure the violation (through construction or removal) and collect all reasonable construction costs therefore directly from the Security or take whatever action it sees fit upon the Security against the Memorial Alliance to the extent of the construction or remediation costs. The time for curing the defect may be reduced from 60-days in the event of emergency situations which indicate a danger or threat to persons or destruction of real property.

# 8. Insurance

- a. During the term of this Agreement, Licensee shall procure and maintain, at its sole cost and expense, and shall require all contractors, subcontractors, and consultants entering onto the Premises to procure and maintain, at their respective cost and expense, insurance for the Premises of the types and minimum limits of coverage specified on the attached Exhibit "C." All insurance shall be procured from reputable insurers who are acceptable to the Township and authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.
- b. The Township and its respective officers, employees and agents, shall be named as additional insureds on all policies required hereunder except the Workers Compensation and Employers' Liability. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds will be primary to any other coverage available to them.
- c. Copies of the endorsement evidencing the required coverage for Licensee shall be submitted to the Township, 1001 Stump Road, Montgomeryville, Pennsylvania 18936, Attention: Township Manager, on the execution date of this Agreement and at

least five (5) business days prior to the exercise of the license granted pursuant to this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement at any time within ten (10) days after written request by the township.

- d. All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the Township in the event coverage is materially changed, canceled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the Township a certificate or certificates evidencing a replacement policy to become effective immediately upon the termination of the previous policy.
- e. Licensee shall furnish the Township with proof that the premiums for all insurance required hereunder have been paid in full. Such proof shall be provided in writing at the time of the delivery of the certificates of insurance.
- f. In the event Licensee fails to cause such insurance to be maintained, Township shall not be limited in the proof of any damages which the Township may claim against Licensee (or any other person or entity) to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but the Township shall also be entitled to recover as damages for such breach the uninsured amount of any loss, damages and expenses of suit and costs, suffered or incurred during any period when Licensee shall have failed or neglected to provide insurance as required herein.
- g. The insurance requirements set forth herein shall in no way be intended to modify, limit, of reduce the indemnifications made in this Agreement by Licensee to the Township or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

# 9. Indemnification

- a. For purposes of this Section 5, the term "Township" shall include the Montgomery Township, its officials, officers, agents, boards, departments, agencies, offices, commissions, employees, successors and assigns; and the term "Memorial Alliance" shall include the Memorial Alliance., its successors and assigns, officers, directors, shareholders, partners, agents, representatives, employees, invitees, contractors, and subcontractors.
- b. Memorial Alliance shall indemnify, defend and hold harmless the Township from and against any and all losses, claims, suits, administrative or enforcement actions, public or private cost recovery actions, demands, liabilities, damages and/or expenses (including but not limited to reasonable attorneys' fees and litigation costs), in law or in equity, arising out of or related to Memorial Alliance's installation, monitoring and/or maintenance of the Memorial Improvements in the License Area, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal regardless of ownership), which may be imposed upon or incurred by or

asserted against the Township by reason, in whole or in part, of (i) any act or omission of Memorial Alliance; (ii) Memorial Alliance's use of the License Area; (iii) any failure on the part of Memorial Alliance to comply with this Agreement; (iv) any violation or alleged violation by Memorial Alliance of any Applicable Law (defined below). Notwithstanding anything contained herein, but subject to provisions of Section 2(a) of this Agreement, Memorial Alliance shall not indemnify, defend, or hold harmless the Township for and against any acts of gross negligence or willful misconduct of the Indemnitees occurring during the Term of this Agreement.

c. In the event any action or proceeding is brought against the Township relating to any matter for which Memorial Alliance has indemnified Township, Memorial Alliance shall, a pon written notice from Township, resist or defend such claim at Memorial Alliance's sole cost and expense (including without limitation, counsel fees, experts' fees, and court costs) by counsel approved by Township in writing, which approval shall not be unreasonably withheld, provided that no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated to so resist or defend such claim, and provided also that Township, if it so desires, engage at its sole cost and expense its own counsel to participate in the defense of any such claim. The provisions of this Section 5 shall survive the expiration or the earlier termination of this Agreement.

# 10. Compliance with Laws

- a. Memorial Alliance shall comply with all Applicable Laws. "Applicable Law(s)" shall mean all generally applicable laws (including applicable constitutions), ordinances, charters, codes, rules, regulations, statutes, orders, and all other applicable governmental requirements. This Agreement shall not be construed to constitute an approval or permit required to be given by a Township or County department or agency under any applicable law.
- b. All work performed by Memorial Alliance and Memorial Alliance's contractors, subcontractors and/or consultants, shall be carried out in a good and workmanlike manner.

# 11. No Assignment, Subcontracting; Binding Agreement

Memorial Alliance may not transfer, assign, or sublicense all or any part of its interest under this Agreement without written consent of Township. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

# 12. Release

a. In consideration for the License granted to Memorial Alliance under this Agreement, Memorial Alliance, for itself, its successors and assigns, officers, directors, shareholders, partners, agents, representatives, employees, invitees, contractors, and

subcontractors, and all persons claiming under or through any of them (Memorial Alliance, its successors and assigns, officers, directors, shareholders, partners, agents, employees, invitees, contractors, and subcontractors, and all persons claiming under or through any of them are collectively referred to as "Releasors") hereby remise, quitclaim, release and forever discharge Township, its officials, officers, agents, boards, departments, agencies, offices, commissions, employees, successors and assigns (acting officially or otherwise), all such parties other than the Releasors are collectively referred to as "Releasees" or any one being a "Releasee", from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever in law or in equity which any of the Releasors may have against the Releasees, relating in any way whatsoever, directly or indirectly, to (i) this Agreement and/or the Memorial Improvements; (ii) the existence, condition, operation, use or occupancy of any part(s) of the License Area by the Releasors; or (iii) relating in any way to the exercise of any of Memorial Alliance's rights or performance of any of Memorial Alliance's obligations under this Agreement by any of the Releasors.

b. Memorial Alliance is aware of possible dangerous and hazardous conditions at, in, on, or about the License Area and Memorial Alliance hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by Memorial Alliance its agents, and all persons claiming under or through any of them, while at, in, on, or about the License Area.

# 13. No Indulgences

No extensions or indulgence granted to Memorial Alliance shall operate as a waiver of any of Township's rights under this Agreement. Any remedy set forth in this Agreement shall be in addition to all other remedies otherwise available at law or in equity.

# 14. Entire Agreement

This Agreement represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties to this Agreement. No oral representations, whenever made, by any Township official or employee, shall be effective to modify the provisions of this Agreement.

#### 15. Survival

Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the term of this Agreement, shall survive any termination of this Agreement.

# ್ರೆ. Notices

All notices from either party to the other shall be in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by hand delivery with receipt obtained, or by a reputable, national overnight courier service, addressed to Township at:

Montgomery Township Attn: Township Manager 1001 Stump Road Montgomeryville, PA 18936

With a copy to:

Frank R. Bartle, Esq. Dischell Bartle Dooley 1800 Pennbrook Parkway Lansdale, PA 19446

and addressed to Licensee at:

Korean War Memorial America-Korea Alliance Peace Park Inc. 127 S. Main Street, Suite 2 North Wales, PA 19454

With a copy to: Catherine M. Harper, Esq.

Timoney Knox LLP 400 Maryland Avenue P.O. Box 7544 Fort Washington, PA 19034-7544

# 17. Headings

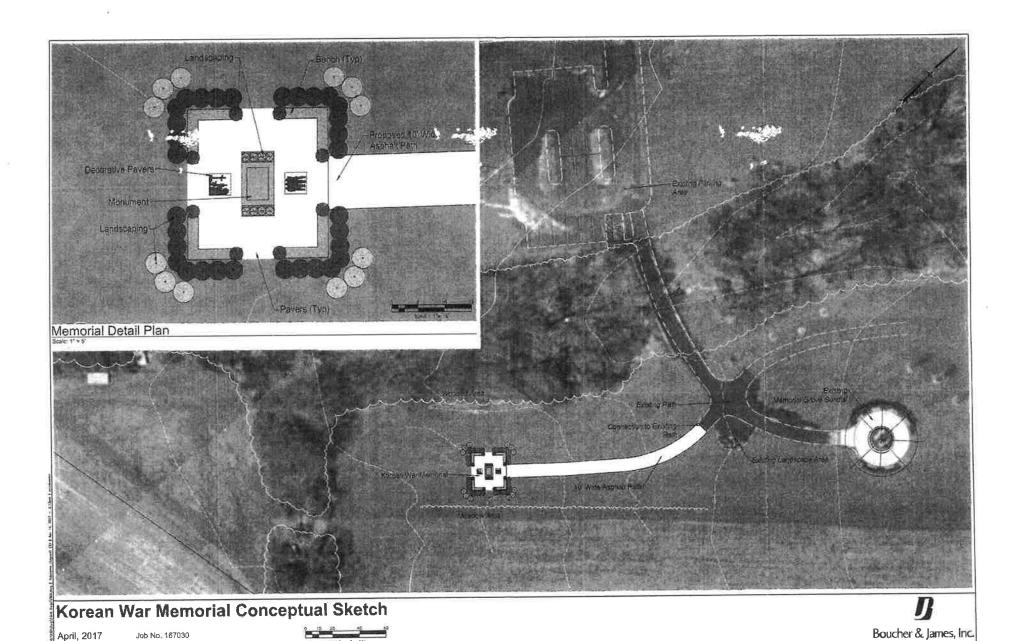
The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe, or amplify the provisions of this Agreement or the scope of intent thereof.

# 18. Governing Law

This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. The parties to this Agreement agree to submit to the jurisdiction of the Court of Common Pleas of Montgomery County, or to the Eastern District of Pennsylvania federal courts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed, under seal, as of the date first above written.

Attest:		MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
By: LAWRENCE J. GREGAN Secretary/Township Manager	Ву:	MICHAEL J. FOX Chairman
Attest:		THE KOREAN WAR MEMORIAL AMERICA KOREA ALLIANCE PEACE PARK, INC.:
By: Seldier Joseph Sullivan 7/26/19	By:	Bong Pil Yang 7/26/19
Treasurer		President



# EXHIBIT C

# KOREAN WAR MEMORIAL AMERICAN-KOREA ALLIANCE PEACE PARK LICENSE AND SECURITY AGREEMENT

**INSURANCE AND INDEMNIFICATION**. Licensee agrees within five days before executing this Agreement, to furnish the Township with a Certificate of Insurance indicating that Licensee or its general contractor shall maintain in force at all times during the term of this Agreement the following policies of insurance:

**Comprehensive General Liability:** \$2,000,000 per occurrence Combined Single Limit Occurrence Form including (as applicable):

- Premises & Operations
- Underground, Explosion & Collapse
- Products & Completed Operations
- Contractual Liability
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors Liability

**Comprehensive Automobile Liability:** \$2,000,000 per occurrence Combined Single Limit Occurrence Form including (as applicable owned)

- Non-owned automobiles; and
- Hired automobiles (including Contractual Liability)
- (a) Each insurance policy required by this Agreement shall contain the following clause:
  - This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after 30-days prior written notice has been given to the Township or its representatives.
- (b) Each insurance policy required by this contract, except for the Worker's Compensation Policy, shall contain the following clauses:

Montgomery Township, its employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities of this Agreement.

Any insurance maintained by the Township shall apply in excess of the insurance required by this contract.

- (c) If Licensee fails to maintain the required insurance as set forth above, the Township may (at its option) obtain such insurance and forward an invoice for premium payment to Licensee, deduct the premium from the Security, refuse to release any building permits remaining, revoke any building permits already issued, or require all construction to terminate until the premium or premium-reimbursement is secured.
- (d) During the construction period, Licensee shall have the right to substitute other insurance policies, which satisfy the requirements contained herein.
- (e) Nothing under this Agreement shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's or its subcontractors' performance of the work covered under this Agreement.

LHAGER

DATE (MM/DD/YYYY)

# CERTIFICATE OF LIABILITY INSURANCE

8/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

this certificate does not confer rights to the certificate holder in lieu of seropucer insurance, LLC 339 Beverly Hills Road			CONTACT Lynnette	M Hager, C	SISR FAX	C40\ 0	CC 131C
			PHONE (A/C, No, Ext): (610) 9	04-6033	(A/C, No):(	610) 9	66-1316
opersburg, PA 18036			E-MAIL ADDRESS: hagerl@u				1000 balan
				DING COVERAGE	01400 V	NAIC#	
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URED			INSURER B :				
Korean War Memorial America-Korea Alliances Peace Park		INSURER C:					
inc 127 S Main Street Ste 2			INSURER D:				
North Wales, PA 19454			INSURER E :				
			INSURER F :				
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If yes, describe under					E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS below	$\neg$						
			1				
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES ontgomery Township, its employees, agents opy of form available upon request.	s (ACOI	RD 101, Additional Remarks Sch ials and volunteers are A	edule, may be attached if mo dditional Insured as re	ore space is requ equired by wi	ired) itten contract as per forn	n BP-14	5 NPP 06/10.
CERTIFICATE HOLDER			CANCELLATION				
Montgomery Township 1001 Stump Road Montgomeryville, PA 18936		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
1001 Stump Road Montgomeryville, PA 18936			AUTHORIZED REPRES	SENTATIVE			

SUBJECT:

Presentation -MS4 Stormwater Program Update and Next Steps

**MEETING DATE:** 

August 12, 2019

ITEM NUMBER: #10.

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: xx

Policy:

Discussion:

Information:

INITIATED BY: Lawrence J. Gregan Township Manager

BOARD LIAISON: Michael J. Fox, Chairman

**Board of Supervisors** 

# **BACKGROUND:**

Township Staff will provide an update on the status of the MS4 Stormwater Program including the current status of the Individual Permit Application filed in September 2017. In addition there is a need for additional professional engineering services to respond to DEP Pollution Reduction Plan and TMDL Review Comment letter dated August 31, 2018. A copy of Gilmore and Associates May 29, 2019 proposal to prepare the response is attached.

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

None.

# PREVIOUS BOARD ACTION:

None.

#### **ALTERNATIVES/OPTIONS:**

None.

#### **BUDGET IMPACT:**

Funding for the response report was included in the 2019 Capital Reserve Fund Budget.

#### RECOMMENDATION:

None.

#### MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the Proposal from Gilmore and Associates, Inc. dated May 29, 2019 for Professional Services to prepare the Township's response to the Pennsylvania Department of Environmental Protection Pollutant Reduction Plan and TMDL Plan Review Comments Letter at a cost not to exceed \$44,000.



May 29, 2019

File No. 2011-12055

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

Reference:

Proposal for Professional Services

Response to the Pennsylvania Department of Environmental Protection

PRP and TMDL Plan Review Comments

#### Dear Mr. Gregan:

Pursuant to your request, Gilmore & Associates, Inc. is providing a scope of work and fee proposal to prepare the response to the Pennsylvania Department of Environmental Protection (PADEP) Pollutant Reduction Plan (PRP) and TMDL Plan review comments letter dated June 5, 2018. The PADEP's comments are regarding the Township's Notice of Intent for the NPDES Individual Permit submitted to the Department in September, 2017. G&A previously notified the PADEP of the Township's intent to respond. The PADEP agreed to relax the August 31, 2018 deadline to allow for preparation of the response. This letter presents the scope of work and our fee proposal to prepare the response to the PADEP.

The Township's NOI, submitted in 2017, included two required technical documents: the TMDL Strategy and the PRP. Please recall the TMDL Strategy was prepared and submitted to PADEP in December, 2015 as part of the NOI required at that time. Due to an appeal of PADEP's approval of coverage under the MS4 general permit for Upper Gwynedd Township by PennFuture, PADEP postponed action regarding the 2015 NOI. Upon resolution of the appeal, PADEP revised the NPDES MS4 permit requirements. The two main changes were that an individual permit, rather than a general permit, is required for municipalities within a watershed with an approved TMDL plan and that PRPs were required for impaired surface waters without TMDL plans. In order to obtain coverage under this new permit a new NOI was required to be submitted in September 2017. The submission included the previously submitted TMDL Strategy, without modification, and the newly prepared PRP. As part of the modifications to the NPDES MS4 permit and the development of the PRP requirements, PADEP modified and updated the technical requirements underlying the basis of the TMDL Strategy submitted in 2015. Several of the PADEP's comments are based upon the requirements in place following the resolution of the appeal rather those in place at the time the TMDL Strategy was originally prepared and submitted. The Department's comments focus on two general components of the Township's PRP and TMDL Strategy documents: Mapping and BMP Selection. Proper response to the PADEP will require modification to both documents to include revised and expanded information.

#### **MAPPING**

Previous submissions to the PADEP utilized the Township's existing maps with minimal modification to the maps. The PADEP is requesting the following with regard to the maps:

- identify surface waters,
- identify land uses or land covers,
- identify each outfall and delineate drainage areas to each,
- verify, correct, and identify parsed areas (will require revised pollutant loading calculations), and
- identify locations of proposed stream restoration.

#### **BMP SELECTION**

The PADEP is requesting the following with regard to existing and proposed BMPs:

- verify and revise the pollutant loading calculations based on revised mapping,
- provide explanation on sediment removal efficiency values for existing naturalized basins,
- clarify the proposed BMP types and names
- revise the proposed credit with regard to street sweeping activities in accordance with current PADEP guidance,
- revise the proposed credit with regard to stream restoration in accordance with current PADEP guidance,

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

- include an implementation schedule for the proposed BMPs identified in the plans,
- include a conceptual plan as to how the waste load allocations (WLAs) will be achieved, and
- identify operation and maintenance (O&M) activities and frequencies.

Please note the PADEP guidance with regard to street sweeping, stream restoration, and sediment removal efficiencies were modified in the time between the submission of the TMDL Strategy and the issuance of the PADEP comments.

#### SCOPE OF WORK AND FEE PROPOSAL

In order to respond to the PADEP, the following scope of work is proposed:

- 1. Import/Convert the current map to GIS so that the requested information can be presented at a legible scale and format.
- 2. Add land uses, drainage areas, and existing and proposed BMP locations to the map.
- 3. Verify and correct as needed parsed areas based on PADEP's current guidance.
- 4. Revise pollutant loading calculations based upon revised mapping.
- 5. Field view and evaluate each existing basin to verify sediment removal efficiency values.
- Revise as needed existing basin sediment removal calculations.
- 7. Prepare O&M activities and frequencies for each proposed BMP type.
- 8. Revise Pollutant Reduction Plan (PRP) for Impaired Waters (sediment and/or nutrients)
  - o Trewellyn Creek (nutrients)
  - o Park Creek (nutrients)
  - Little Neshaminy Creek (nutrients)
  - Warrington Lake (nutrients)
  - West Branch Neshaminy Creek (nutrients)
  - Wissahickon Creek (nutrients)
  - Neshaminy Creek (nutrients)
- 9. Revise TMDL Plan
  - Neshaminy Creek (sediment TMDL)
  - Wissahickon Creek (sediment TMDL)
- 10. Advertise revised plans and maps and attend the public hearing.
- 11. Submit revised materials to PADEP

We anticipate close coordination with Township Staff will be required to revise the TMDL Strategy and PRP documents and to complete the public participation process.

Our proposed fee for these services is not to exceed \$44,000. This includes attendance at one coordination meeting with Township Staff and attendance at two public meetings. We anticipate up to \$1,200 would be required for direct expenses including mileage, reproduction costs, etc., which are not accounted for in the proposed fee.

Should you find this scope of work and fee proposal acceptable, please let us know and we will commence work shortly thereafter. We will coordinate deadlines for certain milestones with Township Staff in order for the public participation process to be completed in a timely manner.

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

P. Doughut

Sincerely,

James P. Dougherty, P.E. Senior Project Manager

Gilmore & Associates, Inc.

JPD/SW/sl

Enclosure:

PADEP Review Letter

cc: Bruce S. Shoupe, Director of Planning and Zoning



June 5, 2018

Mr. Bruce Shoupe Montgomery Township 1001 Stump Road Montgomeryville, PA 18936-9605

±\$.

Re: PRP and TMDL Plan Review Comments
Montgomery Township MS4
NPDES Permit No. PAI130057
Authorization ID No. 1202102
Montgomery Township
Montgomery County

Dear Mr. Shoupe:

The Department of Environmental Protection (DEP) has received your individual permit application for NPDES permit coverage along with your PRP and TMDL Plan. DEP has reviewed your PRP and TMDL plan and has identified the following deficiencies:

# Mapping

- Although surface waters have been mapped it is difficult to identify them because they
  are not labeled and because contour lines and streams share the same color. Please
  correct and resubmit the map.
- The outfalls that receive drainage from storm sewersheds and discharge to impaired waters are mapped but are not identifiable because the font is too small. Additionally, the scale of the map is insufficient. A map is deemed to be sufficient if an inspector can identify and item on the map in the field such as an outfall. Please correct and resubmit the map.
- Land uses or land covers within the TMDL Planning Area are not identified on the map. Please correct and resubmit the map.
- Proposed best management practices (BMPs) that will be implemented to achieve pollutant reduction objectives are not identified on the map. Please correct and resubmit the map.
- Due to the amount of parsing, the Department is requesting that the drainage areas to each outfall be delineated.

- All outfalls (or observation points) are assumed to be regulated if they include any flow from municipal property (including roads) or private property that enters the MS4 (and does not meet the parsing guidelines). Also included is any municipal storm water that enters a state sewer system. While the area of the state roads themselves can be parsed, the municipal flow to those roads needs to be included in the loading calculations. Please review the parsed areas and correct mapping, if needed.
- Once the drainage areas and parsing has been corrected, new loading calculations may be required.
- The location of the proposed stream restoration BMPs are not located on the map. Please correct and resubmit map.

# **BMP Selection**

- The plan takes credit in the form of reduced loading by acknowledging the conversion of multiple stormwater detention basins to naturalized basins. Please provide an explanation on how you determined the sediment removal efficiency values that were used for the naturalized basins. MS4s may receive only the net credit from a basin retrofit (i.e., the difference between pre-retrofit pollutant load reduction and post-retrofit pollutant load reduction). Please provide this information in your updated plan.
- It is unclear from the information in the plan as to which BMP(s) are being proposed for implementation. Please correct by identifying the BMP name(s) as used in the Chesapeake Bay Model and resubmit your plan.
- The proposed credit for street sweeping activities does not conform to the credit that
  may be claimed through DEP's BMP Effectiveness Values document (3800-BCW0100m) or the applicable Chesapeake Bay expert panel report. Please correct and
  resubmit your plan.
- The plan proposes the use of stream restoration as a BMP for pollutant load reductions. However, the calculations of credit are inconsistent with the TMDL Plan Instructions (3800-BCW-0200e) and the BMP Effectiveness Values document (3800-PM-BCW0100m). Specifically, the plan should identify the length of stream to be stabilized as well as the appropriate load reduction in lbs/ft/yr. Please correct and resubmit your plan.
- DEP requests that you submit an implementation schedule for the proposed BMPs identified in your plan.

- A conceptual plan as to how the wasteload allocations (WLAs) will be achieved is not contained in your plan; please correct and resubmit your plan.
- The plan includes a section to address BMP operation and maintenance (O&M); however, this section does not identify the O&M activities and frequency. Please provide the missing information in your revised plan.

Please submit an updated plan that addresses these comments by no later than August 31, 2018. If your resubmission results in changes to the type or location of proposed BMPs, please note that you will be required to make those changes available to the public for review and comment prior to resubmission to DEP. In your resubmission, please include verification that the public participation process was completed. If you have any questions, please contact me at 484.250.5169.

Sincerely,

James Roth

Project Manager

Clean Water Program

# Enclosures

cc: Mr. Walsh, P.E. - Gilmore & Associates, Inc.

Mr. Haines, DEP Central Office, NPDES Permitting Division

Ms. Mahony

Re 30 (GJE18CLW)156-8

# NPDES Stormwater Discharges from MS4 Pollutant Reduction Plan for Montgomery Township Montgomery County, Pennsylvania

September 2017

Prepared For:

Montgomery Township 1001 Stump Road Montgomeryville, PA 18936 (215) 393-6900

Prepared By:

Gilmore & Associates, Inc.

Engineers ◆ Land Surveyors ◆ Planners ◆ GIS Consultants
65 E. Butler Avenue, Suite 100

New Britain, PA 18901

215 345-4330



# MS4 Pollutant Reduction Plan for Montgomery Township Montgomery County, Pennsylvania

# **Table of Contents**

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A.	Public Participation	2
B.	Map	3
C.	Pollutants of Concern	
D.	Determine Existing Loading for Pollutants of Concern	5
E.	Select BMPs to Achieve the Minimum Required Reductions in Pollutant Loading	6
F.	Identify Funding Mechanism(s)	8
G.	Identify Responsible Parties for Operation and Maintenance (O&M) of BMPs	8
Н.	General Information	9

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# **Appendices**

Appendix A MS4 Requirements Table

Applicable portion of the MS4 Requirements Table (Municipal) Anticipated

Obligations for Subsequent NPDES Permit Term

Appendix B Public Participation

Appendix B-1: Public Notice & Proof of Advertisement

Appendix B-2: Public Comments Received

Appendix B-3: Public Meeting Agenda and Meeting Minutes

Appendix B-4: Record of Consideration

Appendix C Maps

Appendix C-1: Watershed Map Drawing A-1

Appendix C-2: Basin Location Map

Appendix D Existing Loading for Pollutants of Concern

Appendix D-1: EMC Table

Appendix D-2: ROW Calculations

Appendix E Loading Reduction Calculations

Appendix E-1: Existing Naturalized Basins Loading Reduction Calculations Appendix E-2: Proposed Naturalized Basins Loading Reduction Calculations

Montgomery Township, Montgomery County (Municipality) is submitting this Pollutant Reduction Plan (PRP) in accordance with the requirements of *Individual Permit PAG-13 for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems* (MS4); specifically, in accordance with the *MS4 Requirements Table* (*Municipal*) *Anticipated Obligations for Subsequent NPDES Permit Term.* The Municipality must create a PRP due to discharges from their MS4 to the Park Creek, Neshaminy Creek, Wissahickon Creek, Warrington Lake, Little Neshaminy Creek, West Branch Neshaminy Creek, and Trewellyn Creek watersheds, which have been listed as impaired for sediment, nutrients, pathogens, PCBs, organic enrichment/low D.O., and excessive algal growth. The United States Environmental Protection Agency (EPA) approved Total Maximum Daily Load (TMDL) plans for sediment in 2003 for the Neshaminy Creek and Wissahickon Creek (see Appendix A). A TMDL strategy was submitted to the Pennsylvania Department of Environmental Protection for review and approval in December 2015. Comments have yet to be received. This PRP is a supplement to the MS4 TMDL Strategy for Montgomery Township submitted in December 2015.

The intent of this MS4 PRP is to establish the existing loading of pollutants discharged from the MS4 to the Neshaminy Creek and Wissahickon Creek watersheds, and to present a plan to reduce these pollutants. This MS4 PRP is organized to follow the "Required PRP Elements" presented in the PRP Instructions included as part of the *PAG-13 MS4 General Permit* instruction package. This PRP will be evaluated and updated by the Municipality on an asneeded basis, based on its effectiveness in reducing pollutant loads in discharges from the regulated small MS4. If this occurs, the Municipality will work with the Pennsylvania Department of Environmental Protection (PADEP) for review and approval of any revisions or updates.

Each MS4 PRP must include the following Required PRP Elements:

Section A: Public Participation

Section B: Map

Section C: Pollutants of Concern

Section D: Determine Existing Loading for Pollutants of Concern

Section E: Select BMPs to Achieve the Minimum Required Reductions in Pollutant Loading

Section F: Identify Funding Mechanisms

Section G: Identify Responsible Parties for Operation and Maintenance (O&M) of BMPs

#### A. Public Participation

As part of the preparation of this MS4 PRP, public participation is required. The MS4 shall complete the public participation measures listed below, and report in the PRP that each was completed:

- A complete copy of the PRP shall be available for public review.
- The applicant shall publish, in a newspaper of general circulation in the area, a public notice containing a statement describing the plan, where it may be reviewed by the public, and the length of time the permittee will provide for the receipt of comments. The public notice must be published at least 45 days prior to the deadline for submission of the PRP to DEP. (Public Notice Attached)
- The applicant shall accept written comments for a minimum of 30 days from the date of public notice. (Public comments will be attached to the PRP submitted to PADEP)
- The applicant shall accept comments from any interested member of the public at a public meeting or hearing, which may include a regularly scheduled meeting of the governing body of the municipality or municipal authority that is the permittee.
- The applicant shall consider and make a record of the consideration of each timely comment received from the public during the public comment period concerning the plan, identifying any changes made to the plan in response to the comment. (Comment response document will be attached to the PRP submitted to PADEP)

All required documentation of public participation, as outlined above, is included as Appendix B.

- Date PRP public notice was published in newspaper: July 31, 2017
- Date PRP was made available for public review/comment: July 31, 2017
- End date for receipt of written comments (30 days from the date of public notice): August
   30, 2017
- Date PRP listed on the public meeting agenda: July 24, 2017
- Date PRP comments were accepted at a public meeting: August 28, 2017

#### B. Map

Mapping is an integral part of developing the PRP and requires a level of detail suitable to determine the existing land uses, impervious/pervious surface coverages, topography and loading for the sediment. The MS4 PRP map shall show land uses and / or impervious / pervious surfaces and the storm sewershed boundary. The MS4 PRP map(s) shall also show the proposed locations of structural BMPs that will be implemented to achieve the required pollutant load reductions. The storm sewershed boundary shown on the Municipality MS4 PRP Maps constitute the storm sewershed to each of the MS4 outfalls within the MS4's jurisdiction that discharge to the Neshaminy Creek and Wissahickon Creek watersheds.

The Municipality MS4 PRP Maps are the same maps that were included in the TMDL Strategy submitted to PADEP in December 2015 and identify the storm sewershed boundary, the existing land uses and impervious/pervious surface coverages, as well as the proposed locations of structural BMPs to be implemented to achieve required pollutant load reductions. The Municipality MS4 PRP Maps are included in Appendix C.

The Municipality MS4 PRP Maps also shows parsed areas, which are areas within the storm sewershed that are not included in the calculation of land area and existing pollutant loading. All BMPs located within these parsed areas have not been counted toward achieving pollutant reduction objectives. 38.4% of the Municipality has been parsed (2,608 of the 6,783 acres). Examples of land area that have been parsed include:

- The land area associated with non-municipal stormwater NPDES permit coverage that exists within the urbanized area of a municipality;
- Land area associated with PennDOT roadways and the Pennsylvania Turnpike (roads and right of ways);
- Land areas in which stormwater runoff does not enter the MS4. If an accurate storm sewershed map is developed, these lands may be parsed or excluded as part of that process. Potential examples include homeowner's associations and schools which do not contain municipal roads or other municipal infrastructure.

#### C. Pollutants of Concern

The Municipality's December 2015 TMDL Strategy calculated the existing loading of sediment in lbs/year, the minimum reduction in loading in lbs/year, selected BMP(s) to reduce loading, and demonstrated that the selected Best Management Practices (BMPs) would achieve the minimum reductions.

For PRPs developed for impaired water ["Appendix E" noted in the Requirements Table column in the MS4 Requirements Table (Municipal) Anticipated Obligations for Subsequent NPDES Permit Term], the pollutants are based on the impairment listing as provided in the MS4 Requirements Table (Municipal) Anticipated Obligations for Subsequent NPDES Permit Term. If the impairment is based on siltation (sediment) only, a minimum of 10% sediment reduction is required. If the impairment is based on nutrients only or other surrogates for nutrients (e.g., "Excessive Algal Growth" and "Organic Enrichment/Low D.O."), a minimum 5% reduction is required. If the impairment is due to both siltation and nutrients, both sediment (10% reduction) and nutrients (5% reduction) must be addressed. PADEP has determined that 10% sediment reduction will also result in at least 5% nutrient reduction. Since there is no wasteload allocation (WLA) for nutrients or other surrogates for nutrients within the TMDL, it was assumed that sediment is the limiting factor for each watershed. Since a 10% sediment reduction of the total TMDL load reduction requirement is proposed the Municipality can assume that all other nutrient and surrogates for nutrients will be met as part of this PRP. As such, nutrient loadings were not calculated as part of this PRP.

#### D. Determine Existing Loading for Pollutants of Concern

TABLE D-1 below summarizes the division of the total area of the Municipality.

TABLE D-1: SUMMARY OF AREAS

Area Description	Acres	
Parsed	2608	
Borough ROW	429	
Other Non-Parsed	3746	
Total Area	6783	

The loading and reduction for sediment was calculated as follows:

The Municipality's permit obligation applies to the land area that drains to the municipal separate storm sewer (See TABLE D-1) from within the jurisdiction of the MS4 permittee (the "storm sewershed"). The storm sewershed land area that drains to the municipal separate storm sewer from within the jurisdiction of the MS4 to Neshaminy Creek and Wissahickon Creek was delineated using PAMAP data known as Light Detection and Ranging (LiDAR) contours as part of the Municipality's December 2015 TMDL Strategy. Lands owned by the State or County as well as land areas that drained directly to non-Borough roads, streams, or permitted BMPs were parsed. Transitional Land Use tables were then used to define land use in the Municipality and calculate the total sediment loading to both the Neshaminy Creek and Wissahickon Creek watersheds created by the Municipality for the non-parsed areas. Based upon an analysis of the non-parsed areas within the Municipality that included event mean concentrations (EMCs) (per Chapter 8 of the BMP Manual) and weighted rainfall volumes for the non-parsed areas the existing sediment loads for each watershed were calculated.

In accordance with the Municipality's December 2015 TMDL Strategy after parsing it had a total non-parsed sediment loading in 2003 of 959,581 lbs/year (874,274 lbs/year and 85,306 lbs/year in its Neshaminy Creek and Wissahickon Creek storm sewersheds, respectively). The associated TMDL MS4 required pollutant reduction for these storm sewersheds is 245,227 lbs/year (218,804 lbs/year and 26,422 lbs/year in its Neshaminy Creek and Wissahickon Creek

storm sewersheds, respectively). Since 2003, the Municipality has installed several BMPs. These BMPs have resulted in a loading decrease of 86,256 lbs/year. Therefore, as of 2015 the remaining sediment load that needs to be reduced is 158,971 lbs/year. Per the Municipality's December 2015 TMDL Strategy these impairments and their associated loads are to be rectified over a fifty (50) year period in which at least 10% of the remaining TMDL load (15,897 lbs/year) will be reduced each permit cycle over that time period. This minimum sediment reduction will result in the Municipality's MS4 having a new sediment load of 857,428 lbs/year and a remaining reduction load of 143,074 lbs/year.

## E. Select BMPs to Achieve the Minimum Required Reductions in Pollutant Loading

The Municipality's December 2015 TMDL Strategy outlines several BMP options for each watershed.

The Municipality has a requirement to reduce sediment by 25% and 31% in the Neshaminy Creek and Wissahickon Creek storm sewersheds, respectively. As previously stated PADEP has determined that 10% sediment reduction will also result in at least 5% nutrient reduction. Implementation of BMPs or land use changes must be proposed that will result in meeting the minimum required reduction in pollutant loading within the storm sewershed(s) identified by the MS4. These BMP(s) must be implemented within five (5) years of DEP's approval of coverage under the PAG-13 Individual Permit, and must be located within the storm sewersheds of the applicable impaired waters, on either public or private property.

The Municipality plans to achieve the sediment reduction by designing, constructing, operating and maintaining BMPs. The Municipality is required to implement this plan over the next five (5) years. Table E-1 is a summary of the proposed BMPs under consideration, including location, type, area treated, and sediment removed:

TABLE E-1: SUMMARY OF BMPS

BMP LOCATION	BMP TYPE	AREA TREATED	SEDIMENT REMOVED
		BY BMP (Acres)	BY BMP (lbs/year)
Neshaminy Creek	Naturalize	Varies	Up to 22,353
Watershed (multiple	Basin		
basins)			
Wissahickon Creek	Naturalize	Varies	Up to 4,236
Watershed (multiple	Basin		
basins)			

As denoted in Section D, the load after proposed BMPs are implemented over the next 5-year permit cycle for the Neshaminy Creek and Wissahickon Creek Storm Sewersheds should be at most 857,428 lbs/year. As demonstrated above in Table E-1 the proposed total load reduction will be at least 15,897 lbs/year and as much as 26,589 lbs/year, which meets and/or exceeds the minimum reduction proposed in the Municipality's December 2015 TMDL Strategy.

The following tables summarize the sediment load and required sediment reduction for the Neshaminy Creek and Wissahickon Creek Storm Sewersheds. Also included is a summary of the proposed BMPs contemplated to achieve the required sediment load reduction.

TABLE E-2: MS4 PRP STRATEGY SUMMARY FOR NESHAMINY CREEK STORM SEWERSHED

Description	Value	Unit
Neshaminy Creek Small Watershed	5,839	acres
Parsed Area - Total	2,163	acres
Neshaminy Creek Storm Sewershed	3,676	acres
2003 MS4 Sediment Load	874,274	lbs/year
MS4 Required Pollutant Reduction per TMDL	218,804	lbs/year
Sediment Load Removed by BMPs Installed Since 2003	84,648	lbs/year
Current Sediment Load	789,626	lbs/year

Remaining Sediment Load to be Removed for Compliance with TMDL	134,156	lbs/year
TMDL Proposed Sediment Pollutant Load Reduction Percentage	10	%
Minimum Required Pollutant Load Reduction	13,146	lbs/year
Proposed Sediment Load Reduction from BMPs	11,391 to 22,354	lbs/year
Remaining Sediment Load to be Removed for Compliance with TMDL After Proposed BMPs Installed	111,802 to 122,765	lbs/year

TABLE E-2: MS4 PRP STRATEGY SUMMARY FOR WISSAHICKON CREEK STORM SEWERSHED

Description	Value	Unit
Wissahickon Creek Small Watershed	945	acres
Parsed Area - Total	444	acres
Wissahickon Creek Storm Sewershed	501	acres
2003 MS4 Sediment Load	85,306	lbs/year
MS4 Required Pollutant Reduction per TMDL	26,422	lbs/year
Sediment Load Removed by BMPs Installed Since 2003	1,608	lbs/year
Current Sediment Load	83,698	lbs/year
Remaining Sediment Load to be Removed for Compliance with TMDL	24,814	lbs/year
TMDL Proposed Sediment Pollutant Load Reduction Percentage	10	%
Minimum Required Pollutant Load Reduction	2,481	lbs/year
Proposed Sediment Load Reduction from BMPs	Up to 4,236	lbs/year
Remaining Sediment Load to be Removed for Compliance with TMDL After Proposed BMPs Installed	20,578 to 24,814	lbs/year

#### F. Identify Funding Mechanism(s)

The Municipality intends to apply for all related grants, such as Growing Greener, to implement these BMPs. The Municipality intends to utilize general fund money to cover the construction costs for the proposed BMPs should grant money not be awarded. The BMPs are expected to be constructed over the last three years of the new permit cycle. Once the PRP has been approved by PADEP, the Municipality intends to approve design of the BMPs, upon which time a feasibility and cost analysis will be prepared and shared with PADEP.

#### G. Identify Responsible Parties for Operation and Maintenance (O&M) of BMPs

Once implemented, the BMPs must be maintained in order to continue producing the expected pollutant reductions. Applicants must identify the following for each selected BMP:

- The parties responsible for ongoing O&M;
- The activities involved with O&M for each BMP; and
- The frequency at which O&M activities will occur.

Actual O&M activities will be identified by the MS4 in their Annual MS4 Status Reports, submitted under the General Permit. Once the PRP has been approved by PADEP and the Municipality begins design of the BMPs, an O&M manual will be created and submitted to PADEP for review and comment.

Table G-1 OPERATION AND MAINTENANCE OF BMPs

NAME OF BMP	LOCATION OF BMP	OWNER/ RESPONSIBLE PARTY	O&M ACTIVITY & FREQUENCY
Naturalize Basin	Neshaminy Creek Watershed (multiple basins)	Department of Public Works	TBD
Naturalize Basin	Wissahickon Creek Watershed (multiple basins)	Department of Public Works	TBD

#### H. GENERAL INFORMATION

**Terms**: The term "nutrients" refers to "Total Nitrogen" (TN) and "Total Phosphorus" (TP) unless specifically stated otherwise in PADEP's latest Integrated Report. The terms

September 2017 Page 9 of 12

"sediment," "siltation," and "suspended solids" all refer to inorganic solids and are hereinafter referred to as "sediment."

**Pollutants of Concern and Required Reductions**: For all PRPs, MS4s shall calculate existing loading of the pollutant(s) of concern, in lbs/year; calculate the minimum reduction in loading, in lbs/year; select BMP(s) to reduce loading; and demonstrate that the selected BMP(s) will achieve the minimum reductions.

For PRPs developed for impaired waters (Appendix E), the pollutant(s) are based on the impairment listing, as provided in the MS4 Requirements Table. If the impairment is based on siltation only, a minimum 10% sediment reduction is required. If the impairment is based on nutrients only or other surrogates for nutrients (e.g., "Excessive Algal Growth" and "Organic Enrichment/Low D.O."), a minimum 5% TP reduction is required. If the impaired is due to both siltation and nutrients, both sediment (10% reduction) and TP (5% reduction) must be addressed.

**Existing Pollutant Loading**: Existing loading must be calculated and reported as of the date of the development of the PRP. MS4s may not claim credit for street sweeping and other non-structural BMPs implemented in the past. If structural BMPs were implemented prior to development of the PRP and continue to be operated and maintained, the MS4 may claim pollutant reduction credit in the form of reduced existing loading.

NOTE – An MS4 may not reduce its obligations for achieving pollutant load reductions through previously installed BMPs. An MS4 may only use such BMPs to reduce its estimate of existing pollutant loading. For example, if a rain garden was installed ten years ago and is expected to remove 100 lbs of sediment annually, and the overall annual loading of sediment in the storm sewershed is estimated to be 1,000 lbs without specifically addressing the rain garden, an MS4 may not claim that the rain garden satisfies its obligations to reduce sediment loading by 10%. The MS4 may, however, use the rain garden to demonstrate that existing loading is 900 lbs instead of 1,000 lbs, and 90 lbs rather than 100 lbs needs to be reduced during the term of permit coverage.

**BMP Effectiveness**: All MS4s must use the BMP effectiveness values contained within PADEP's BMP Effectiveness Values document (3800-PM-BCW0100m) or Chesapeake Bay Program expert panel reports for BMPs listed in those resources when determining pollutant load reductions in PRPs. For BMPs not listed in 3800-PM-BCW0100m or expert panel reports, MS4s may use effectiveness values from other technical resources; such resources must be documented in the PRP.

Combining PRPs: If the MS4 discharges into multiple local surface waters impaired for nutrients and/or sediment, one PRP may be submitted to satisfy Appendix E but calculations and BMP selections must be completed independently for the storm sewershed of each impaired water. If, for example, an MS4 permittee must complete three PRPs according to the MS4 Requirements Table for three separate surface waters, storm sewershed maps must be developed, existing loads must be calculated,

and BMPs must be implemented for pollutant reductions independently within those storm sewersheds. In other words, BMPs cannot be implemented in one storm sewershed to count toward pollutant reductions in an entirely separate storm sewershed for a different impaired water.

Where local surface waters are impaired for nutrients and/or sediment, and those waters are tributary to a larger body of water that is also impaired, MS4s can propose BMPs within the upstream impaired waters to meet the pollutant reduction requirements of both the upstream and downstream waters. For example, if Stream A flows through a municipality that is tributary to Stream B, both are impaired and the MS4 has discharges to both streams, the MS4 can implement BMPs in the storm sewershed of Stream A to satisfy pollutant reduction requirements for both Streams A and B. In general, the MS4 permittee would not be able to satisfy pollutant reduction requirements for both streams if BMPs were only implemented in the storm sewershed of Stream B; however, on a case by case basis DEP will consider such proposals where it can be demonstrated that implementing BMPs in the upstream storm sewershed is infeasible.

If, however, Stream A does not flow into Stream B, both are impaired and the MS4 has discharges to both streams, in general DEP would expect that BMPs be implemented in the storm sewershed of both streams to meet pollutant reduction requirements.

MS4s participating in collaborative efforts are encouraged to contact DEP's Bureau of Clean Water during the PRP development phase for feedback on proposed approaches.

**Joint PRPs**: MS4s may develop and submit a joint PRP, regardless of whether the MS4s will be submitting a "joint NOI" or are already co-permittees. In general, the MS4s participating in a joint PRP should have contiguous land areas. The "study area" to be mapped is the combined storm sewershed for all MS4 jurisdictions.

**BMP Selection**: MS4s may propose and take credit for only those BMPs that are not required to meet regulatory requirements or otherwise go above and beyond regulatory requirements. For example, a BMP that was installed to meet Chapter 102 NPDES permit requirements for stormwater associated with construction activities may not be used to meet minimum pollutant reductions unless the MS4 can demonstrate that the BMP exceeded regulatory requirements; if this is done, the MS4 may take credit for only those reductions that will occur as a result of exceeding regulatory requirements.

**NOTE** – Street sweeping may be proposed as a BMP for pollutant loading reductions if 1) street sweeping is not the only method identified for reducing pollutant loading, and 2) the BMP effectiveness values contained in 3800-PM-BCW0100m or Chesapeake Bay Program expert panel reports are utilized.

Submission of PRP: Attach one copy of the PRP with the NOI or individual permit application that is submitted to the regional office of DEP responsible for reviewing the

NOI or application. In addition, one copy of the PRP (not the NOI or application) must be submitted to DEP's Bureau of Clean Water (BCW). BCW prefers electronic copies of PRPs, if possible. Email the electronic version of the PRP, including map(s) (if feasible), to RA-EPPAMS4@pa.gov. If the MS4 determines that submission of an electronic copy is not possible, submit a hard copy to: PA Department of Environmental Protection, Bureau of Clean Water, 400 Market Street, PO Box 8774, Harrisburg, PA 17105-8774.

PRP Implementation and Final Report: Under the PAG-13 General Permit, the permittee must achieve the required pollutant load reductions within 5 years following DEP's approval of coverage under the General Permit, and must submit a report demonstrating compliance with the minimum pollutant load reductions as an attachment to the first Annual MS4 Status Report that is due following completion of the 5th year of General Permit coverage. For example, if DEP issues written approval of coverage to a permittee on June 1, 2018, the required pollutant load reductions must be implemented by June 1, 2023 and the final report documenting the BMPs that were implemented (with appropriate calculations) must be attached to the annual report that is due September 30, 2023. In general, the same methodology used to calculate the existing pollutant loads should be used in the final report to demonstrate the reductions. If BMP effectiveness values are updated in DEP's BMP Effectiveness Values document or Chesapeake Bay Program expert panel reports between the time the PRP is approved and the time the final report is developed, those updated effectiveness values may be used.

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

SUBJECT:

Consider Authorization to Submit Grant Application for Montgomery County

Transportation Program- North Wales Road and Harbob Lane- ADA Compliance

**MEETING DATE:** 

August 12, 2019

ITEM NUMBER: #11.

MEETING/AGENDA:

**ACTION** 

NONE

REASON FOR CONSIDERATION: Operational:

Policy:

Discussion: xx

Information:

**INITIATED BY: Stacy Crandell** 

Assistant to the Township Manager BOARD LIAISON: Michael J. Fox

Chairman, Board of Supervisors

#### BACKGROUND:

Montgomery County has established a new grant program in 2018 called the County Transportation Program (CTP) using revenues from the \$5 County Vehicles Registration Fee to expand the reach of the transportation investment. The 2019 round of CTP grants will cover a broad range of potential transportation projects. There is approximately a million dollars in funding available.

Township Staff is recommending the Township apply for grant funding for improvements to the intersection of North Wales Road and Harbob Lane. This portion of North Wales Road is maintained by Montgomery County. This project will implement pedestrian signal and crossing improvements, upgrade of the emergency vehicle preemption system to enhance emergency response time and safety and the upgrade of the controller assembly to provide improved compatibility and connectivity with the adjacent signalized corridor of Route 309 that runs through the municipality.

The pedestrian signal improvements will revise the current pedestrian signal heads utilizing Red-Yellow-Green signal indications to Man/Hand Countdown signal indications and pedestrian ADA compliant pushbuttons utilizing the latching feature that provides a red LED indication on the button to confirm an actuation has been set to the signal controller. The pedestrian path from the adjacent signalized intersection at State Route 309 to this intersection and the adjacent shopping center will be complete and provide for a safe crossing of pedestrians and access for the public transportation users from the adjacent bus route stop.

This project complies with the Township's latest Comprehensive Plan, which states the importance of increasing pedestrian safety. In addition, it was one of the priority locations for pedestrian improvement, which was identified on the Township's Environmental Advisory Committee Bicycle and Pedestrian Connectivity Assessment, which was completed and approved by the Montgomery Township Board of Supervisors in 2015.

The total project costs will be \$155,000 with the following breakdown of the costs:

- Design Costs- \$27,000
- Inspection Costs- \$7,000
- Construction Costs- \$121,000.

The Township is requesting \$124,000 for the grant and will provide a local match in the amount of \$31,000.

Applications are due on Thursday, August 15, 2019.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

ALTERNATIVES/OPTIONS: None.							
BUDGET IMPACT: The local match for this grant would be about 20% or \$31,000.							
RECOMMENDATION: Staff is recommending the Board Program.	Staff is recommending the Board authorizing the submission of the grant to the County Transportation						
MOTION/RESOLUTION:							
See attached resolution.							
MOTION:	SECOND:	<del></del>					
ROLL CALL:							
Tanya C. Bamford Candyce Fluehr Chimera Jeffrey W. McDonnell Matthew W. Quigg Michael J. Fox	Aye Aye Aye Aye Aye	Opposed Opposed Opposed Opposed Opposed	Abstain Abstain Abstain Abstain Abstain	Absent Absent Absent Absent			
DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.							

PREVIOUS BOARD ACTION:

None.

RESOL	UTION	NO.

**Montgomery Township Board of Supervisors** 

# A RESOLUTION OF THE MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZATION TO SUBMIT THE 2019 MONTGOMERY COUNTY TRANSPORATION PROGRAM APPLICATION FOR THE NORTH WALES AND HARBOB LANE INTERSECTION IMPROVEMENTS

Whereas, Montgomery County has established the County Transportation Program as a competitive funding program to assist municipalities with improving transportation infrastructure throughout the county; and

Whereas, the County is accepting grant applications to fund transportation projects that meet the eligibility requirements for County Fee for Local Use funds, including construction and repair of public roads and bridges, acquisition and maintenance of traffic signs and signals, lane and crosswalk painting and marking, and curb ramps; and

Whereas, applications and projects must meet all stated requirements within the County Transportation Program Guidebook; and

Whereas, Montgomery Township wishes to obtain \$124,000 from the 2019 County Transportation Program to match the local funding commitment in amount of \$31,000 for the North Wales Road and Harbob Lane Intersection Improvements; and

Therefore, **BE IT RESOLVED** by the Board of Supervisors of Montgomery Township, Montgomery County, that we hereby authorizes Township Staff to submit the 2019 Montgomery County Transportation Program Application for the North Wales and Harbob Lane Intersection Improvements.

impro , umu	
APPROVE	<b>D AND ADOPTED</b> this 12 <sup>th</sup> day of August 2019.
MOTION E	Y:
SECOND F	SY: VOTE:
DATE:	August 12, 2019
cc:	Minute Book, Resolution File
	Montgomery Township
Attest:	By:
	Lawrence J. Gregan, Secretary Michael J. Fox, Chairman





#### **Form Center**

#### 2019 County Transportation Program - Grant Application Form



Please complete this application form and attach the PDF of supporting documentation, then choose the **Submit button** at the bottom of the form.

#### **Applicant and Contact Information**

Applicant (Municipality)\*

Montgomery Township

Name of Chief Elected Official*		
Michael J. Fox	38) - <del>14 - 78 - 18 44</del>	WHEN SHOWN WENT YOUNG THE SOME SCHOOL STOLEN
Name of Chief Municipal Staff Person*		
Lawrence J. Gregan		and the state of the state based while
Primary Contact Person for this Project	*	
Stacy Crandell	(which we will investigate and the property of the con-	4 #00 WEGING NO #0 #0 #
Primary Contact Person's Title *  Assistant to the Township Manager		No Del Me in Same A consideration
Mailing Address*		
1001 Stump Road	can reside to seek the convention of the seek of	SERVICES OF SAME SECRET PROBLEM SE
City*	State*	Zip*
Montgomeryville	PA	18936
Telephone*	Email*	
2153936900	scrandell@montgo	omerytwp.org
List any partners or third parties involve	ed with the project	
PennDOT, Montgomery County		
Funding Request Information		
What is the official name of this project	composition of the composition o	and the property of the company of
North Wales Road and Harbob Lane Intersect	ion Improvement	
In which municipality(ies) is this project		or a grand and the product of a decision of a
Montgomery Township	- 1987 - Sept Sept 1987 - 1987	1 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
Provide a project location (street address		
North Wales Road and Harbob Lane	Call and Transact of Services and Association of the Association of the Contract of the Contra	or the event of the TD visit in terms to
What is the requested County Transport total project amount for the first \$200,00 project amount, not to exceed \$500,000	00 of requested funds, and	int? (up to 80 percent of the up to 50 percent of the total
\$124,000	no processor sector seems to expressive	THE THE RESTRICT OF SHEARING STATES THE PROPERTY WHEN

#### Provide a brief description of this project. \*

Montgomery Township would like to make improvements to the traffic signal installation to connect the pedestrian pathways and accommodate ADA, implement optical emergency vehicle preemption for all four approaches and provide a new signal controller assembly. The pedestrian improvements consist of an ADA Ramp on the southeast and northeast corners of the intersection, pedestrian Man/Hand with countdown timer signal indications, ADA compliant push buttons for the crossings of North Wales Road on the east side and the crossing of the Shopping Center Drive, pedestrian sub poles for the push buttons on the southeast, southwest and northeast corners, crosswalk pavement markings for the pedestrian crossings, associated signal wiring, adjustments to the controller assembly parameters and installation of associated signing.

#### What is the estimated construction start date? \*

The design of the project will commence upon obtaining grant approval and then construction could begin within

#### What is the estimated construction completion date?\*

After design of the project which will take about 4-5 months (will commence upon obtaining grant approval), and

#### Has this project, or a related project, previously received county funding? \*

Yes

. No

#### Expected life of improvement? \*

The typical life span of a traffic signal equipment is 15 years.

#### **Project Narrative**

A project narrative, including maps, plans, photos, and other attachments must be uploaded. The narrative must include the information listed below in a numbered report that follows the order outlined. This completed form and all attachments should be grouped into a single PDF file no larger than 15 MB and given a name in the following format: "(municipal name)\_(project name)\_CTP2019.pdf"

#### **Project Narrative File Upload\***

Choose File No file chosen

- 1. Provide a complete narrative description of the project and its expected benefits. As part of this description, address the following points, which will be used to review and score projects:
- a. **Project Impact** Describe the extent of the project's benefit, transformative ability, longevity, and visibility to the general public.
- b. **County Planning Consistency** Discuss the project's compatibility with Montco 2040, its location in a municipality with a county planning assistance contract (if applicable), and its proximity or connection to other county-owned assets.
- c. **Local Planning Consistency** Discuss the project's compatibility with local comprehensive plans, individual transportation project plans/studies, or Act 209 Transportation Impact Fee studies.
- d. **Project Readiness** Describe the project's status towards implementation, including whether design and engineering work are completed, all necessary permits and clearances have been obtained, and whether any other agencies have been contacted for coordination work.
- e. **Funding** List the received funding amount from PennDOT, the committed municipal match amount, and whether the municipality has an Act 209 transportation impact fee ordinance in effect.
- 2. Include a map and photos of the project location(s) and the project municipality. The map should be on an 8½ by 11 inch page. Photos are very useful in conveying the location and context of the proposed improvement.
- 3. Include any relevant information regarding the facilities where the project will be implemented, such as traffic counts for impacted roadways, age of traffic signals, and/or availability of nearby fiber interconnections.
- 4. Current engineering plans for the project, if available. Plans should be reduced to fit on an 8½ by 11 inch page; full sized plans may be submitted as an addendum.
- 5. A list and explanation of any parties responsible for implementing the project.
- 6. An explanation of permits needed and their status.
- 7. A description of public outreach to date on this project, including any letters of support.
- 8. A detailed maintenance plan for the project including frequency, cost, and how it will be funded.
- 9. Discuss the municipality's plans for the local match savings created by this grant.
- 10. If necessary, expand on the timeline submitted as part of the online form. Explanations and details are appreciated.
- 11. A resolution from the municipal governing body authorizing the project application.
- Receive an email copy of this form.

#### Email address

This field is not part of the form submission.

#### 2019 Montgomery County Transportation Program

#### Montgomery Township- North Wales Road and Harbob Lane Intersection Improvement

#### **Attachments**

- Project Narrative
- Map and Photos of the Project Location
- Engineering Plans for the Improvements
- Letters from PennDOT and Traffic Engineer Regarding this Project along with Traffic Counts

#### 2019 Montgomery County Transportation Program - Project Narrative

#### Montgomery Township- North Wales Road and Harbob Lane Intersection Improvement

Montgomery Township is looking for grant funding for improvements to the traffic signal installation that are connected to the pedestrian pathways and accommodate ADA, implement optical emergency vehicle preemption for all four approaches and provide a new signal controller assembly. The pedestrian improvements consist of an ADA Ramp on the southeast and northeast corners of the intersection, pedestrian man/hand with countdown timer signal indications, ADA compliant push buttons for the crossings of North Wales Road on the east side and the crossing of the Shopping Center Drive, pedestrian sub poles for the push buttons on the southeast, southwest, and northeast corners, crosswalk pavement markings for the pedestrian crossings, and associated signal wiring, adjustments to the controller assembly parameters and installation of associated signing. This will help with pedestrians who want to walk to the shopping centers safely and update some outdated equipment. This portion of North Wales Road is maintained by Montgomery County. This project complies with the Township's latest Comprehensive Plan, which states the importance of increasing pedestrian safety. In addition, it was one of the priority locations for pedestrian improvement, which was identified on the Township's Environmental Advisory Committee Bicycle and Pedestrian Connectivity Assessment, which was completed and approved by the Montgomery Township Board of Supervisors in 2015.

This project will implement pedestrian signal and crossing improvements, upgrade of the emergency vehicle preemption to enhance emergency response time and safety and the upgrade of the controller assembly to provide improved compatibility and connectivity with the adjacent signalized corridor of State Route 309 that runs through the municipality. The pedestrian signal improvements will revise the current pedestrian signal heads utilizing Red-Yellow-Green signal indications to Man/Hand Countdown signal indications and pedestrian ADA compliant pushbuttons utilizing the latching feature that provides a red LED indication on the button to confirm an actuation has been set to the signal controller. The pedestrian path from the adjacent signalized intersection at State Route 309 to this intersection and the adjacent shopping center will be complete and provide for a safe crossing of pedestrians and access for the public transportation users from the adjacent bus route stop.

A revised traffic signal permit will be required from the Pennsylvania Department of Transportation Engineering District 6-0 indicating the implementation of the project's improvements to the existing traffic signal installation. The project's design/engineering, which incorporates both signal improvements and ADA ramps will require 3 months, obtaining PennDOT revised traffic signal permit 1.5 months, and the project's construction will take 8 months for a total project time of 13 months to complete. The design of the project will commence upon obtaining grant approval. The total project costs will be \$155,000 with the following breakdown of the costs:

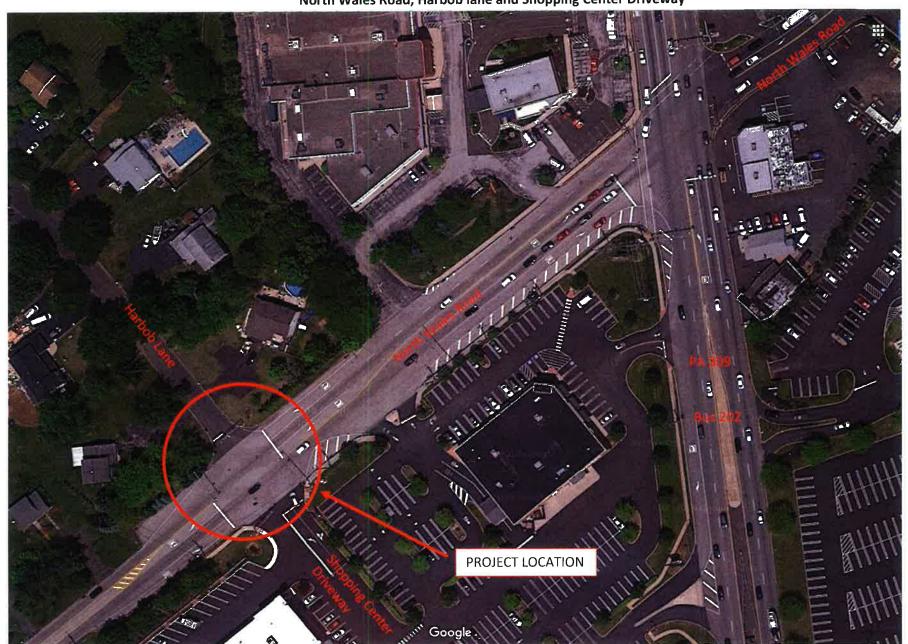
- Design Costs- \$27,000
- Inspection Costs- \$7,000
- Construction Costs- \$121,000.

The Township is requesting \$124,000 for the grant and will provide a local match in the amount of \$31,000.

The typical life span of traffic signal equipment is 15 years. The Township's maintenance plan will incorporate the project's traffic signal improvements. The Township contracts with their traffic signal maintenance contractor to perform annual inspections on all of the township's traffic signals with typical inspection costs of \$175.00 per signalized intersection. The contractor provides the township with a report of the findings from the inspections. The contractor also provides the township with repair services to their traffic signals on a cost proposal basis. The township's public works staff performs annual sixmonth inspections on all of their traffic signals as well as maintenance functions and repairs. The maintenance costs are perform by utilizing the Township's General Funds.

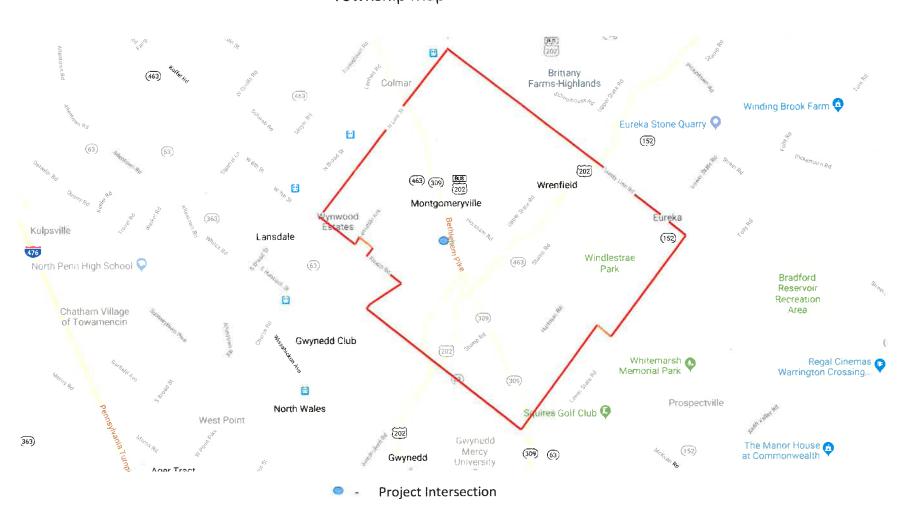


### TOWNSHIP OF MONTGOMERY, MONTGOMERY COUNTY North Wales Road, Harbob lane and Shopping Center Driveway





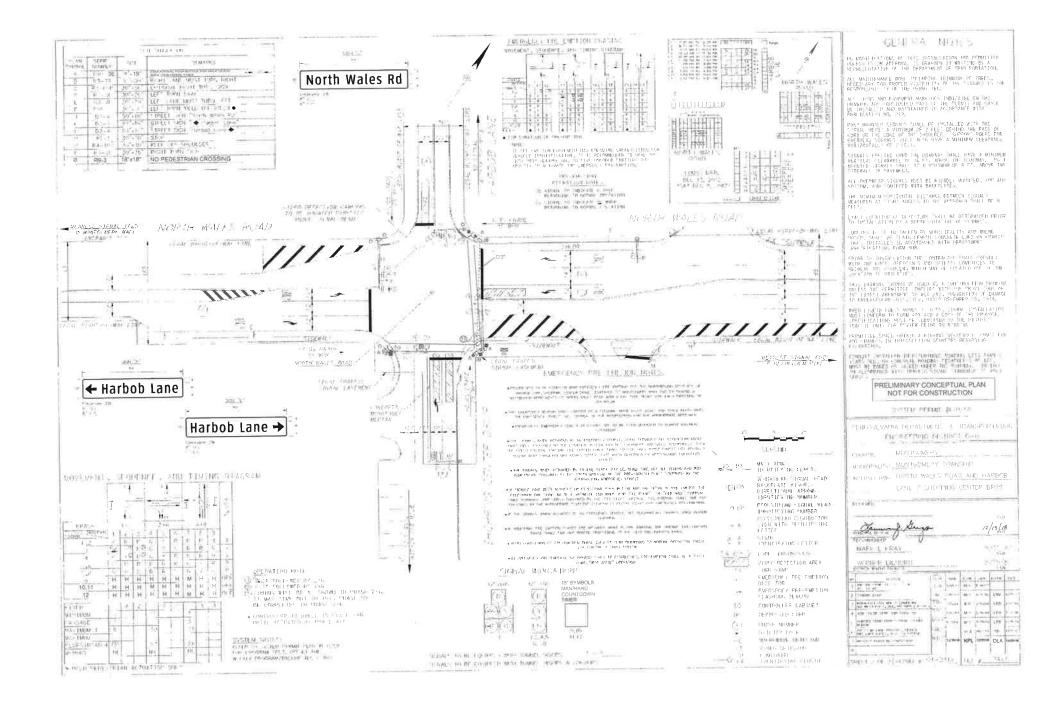
# TOWNSHIP OF MONTGOMERY Montgomery County Township Map













June 7, 2019

ABP-DLA-KPL
Montgomery County – Montgomery Township
Pedestrian Evaluation
North Wales Road and Harbob Lane – File #2417

Kevin L. Johnson, P.E. Traffic Planning and Design, Inc. 2500 East High Street, Suite 650 Pottstown, PA 19464

Dear Mr. Johnson:

The Department is in receipt of your letter dated May 22, 2019 regarding the pedestrian evaluation at the intersection of North Wales Road and Harbob Lane. With the observed pedestrian activity, the Department recommends Step 4 to revise the permit plan to provide one crossing of North Wales Road on the east side. Please submit a revised signal permit plan for review.

Please contact Mr. Kevin Lewis, P.E. at 610-205-6689 if you have any questions.

Very truly yours,

Ashwin B. Patel, P.E.

Senior Manager - Traffic Engineering & Safety Division

Attachments

Cc: LRB-ABP-FJH-DLA-KPL-FILE



WWW.TRAFFICPD.COM May 22, 2019

Mr. Ashwin Patel, PE PennDOT District 6-0 Traffic Engineer 7000 Geerdes Boulevard King of Prussia, PA 19406-1525

RE:

Pedestrian Evaluation North Wales Road and Harbob Lane (Permit # 64-2417) Montgomery Township, Montgomery County TPD No. MOTO-00126

#### Dear Ashwin:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) completed a study of pedestrian activity at this intersection to determine if pedestrian crossings are required across the east and west leg of North Wales Road at its signalized intersection with Harbob Lane. With the need to wait for ideal weather conditions to complete the pedestrian counts, it was necessary to wait seven months since we first talked about this project. Therefore, I have summarized the steps taken to date to jog everyone's collective memory.

On October 1 and October 4, 2019, I coordinated by email with yourself, Fran Hanney and Dave Adams at PennDOT regarding how the Township had recently learned that existing conditions did not match the traffic signal permit plan at the intersection of North Wales Avenue and Harbob Lane. Based on this email correspondence and discussion of nine alternatives, Fran and you recommended the following actions by the Township:

- 1. Revise the most recent Traffic Signal Permit plan ASAP to show removal of the ADA ramps and the landing areas on the northwest and northeast corners so the Traffic Signal Permit Plan represents as-built conditions. As an as-built condition, the pedestrian signals and push buttons will remain on the northwest and northeast corner. The signed mylar (copy attached) of the traffic signal permit plan reflecting these as-built conditions was submitted on December 19, 2018.
- 2. Complete the studies necessary to determine if there is a need to permit pedestrians crossing North Wales Road at this intersection.
- 3. If the study determines pedestrian crossings of North Wales Road can be prohibited, then it would be necessary for the Township to revise the as-built traffic signal permit plan to remove the two curb ramps, the pedestrian signals and/or push buttons that would apply to these

Mr. Ashwin Patel May 22, 2019 Page 2

three movements and add the required "NO PED CROSSING" signs. Once the new traffic signal permit plan is approved, the Township and/or County would then have a contractor do the same in the field.

4. If the study determines pedestrian crossings of North Wales Road cannot be prohibited or if the Township desires to retain them, then it would be necessary for the Township to revise the as-built traffic signal permit plan to show what would be needed to bring the intersection up to current ADA standards on the two corners on the south side and at least one corner on the north side. Once approved, the Township and/or County could either complete the work using Township and/or County funds or through an ARLE grant.

SEPTA bus route 132 travels on this section of North Wales Road with an eastbound stop on the southeast corner of North Wales Road and Harbob Lane and a westbound stop about 500 feet east of the intersection at the Starbuck's driveway. Based on a review of SEPTA trip data (attached), it was determined that no riders boarded or departed the bus at the eastbound stop.

To determine pedestrian activity at the intersection, Miovision counts were completed on Tuesday April 30, 2019 from 6 AM to 6 PM. Weather conditions were partly cloudy with temperatures ranging from a low of 53 degrees at 6 AM to a high of 72 degrees at 3 PM. As indicated on the attached sheet, a total of five pedestrian movements were observed crossing the two legs of North Wales Road during this entire twelve hour period.

With the completion of the pedestrian study for Step 2, please let us know whether to proceed with Step 3 (prohibiting pedestrian crossings of North Wales Road) or Step 4 (permit plan revisions to accommodate pedestrians crossing one or both legs of North Wales Road).

Sincerely,

TRAFFIC PLANNING AND DESIGN, INC.

Kevin L. Johnson, P.E.

President

kjohnson@TrafficPD.com

cc: Francis J. Hanney

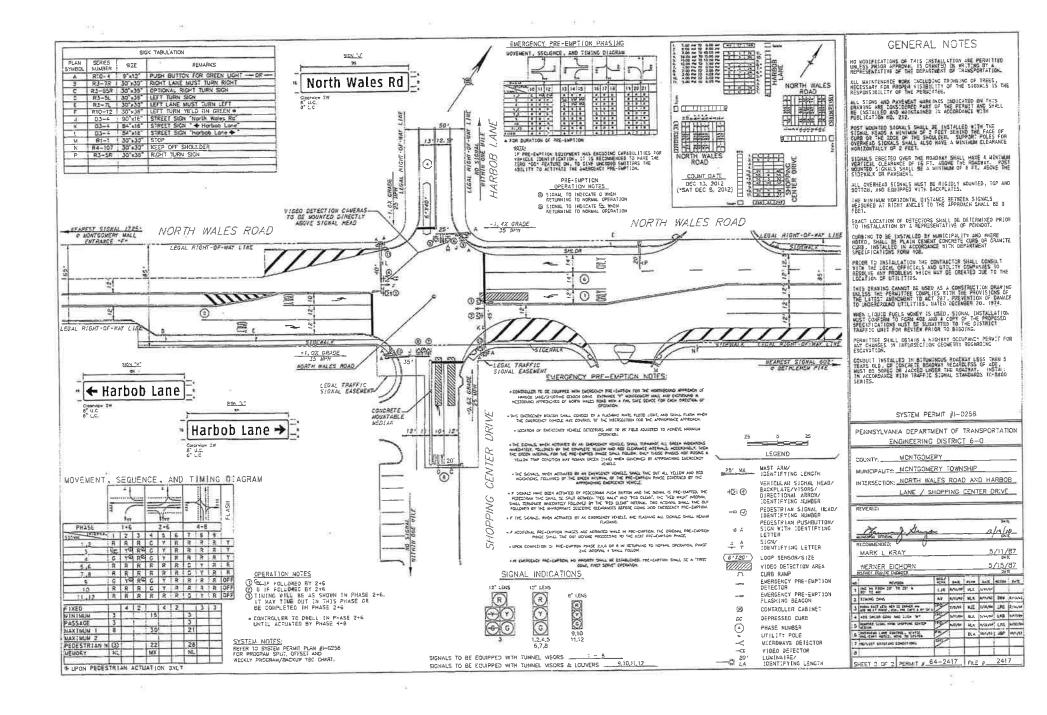
David Adams

Larry Gregan, Township Manager

Kevin Costello, Township Public Works Director

William Zadrovicz, TPD

Eric Hammond, TPD



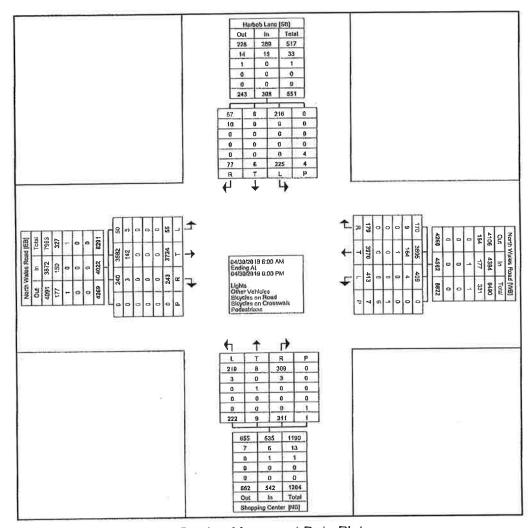
Stop_Abbreviation	WALHARNE
Stop_Name	North Wales Rd & Harbor La - FS
Mode	Bus
Time_Point	No
Time_Point_ID	0.00
Time Point Abbreviation	
School	No
Source	APC (UTA)
Comments	
Weekday_Boards	0
Weekday_Leaves	0
Weekday_Totai	0
Saturday_Boards	0
Saturday_Leaves	0
Saturday_Total	0
Sunday_Boards	0
Sunday_Leaves	0
Sunday_Total	0
Lathude	40.24
Longitude	-75.24



Counter: MIO: Sct up By: JH:

#### Traffic Planning and Design, Inc 2500 East High Street Suite 650 Poitstown, Pennsylvania, United States 19464 610,326,3100

Count Name: N. Wales Road & Harbob Lane Site Code: 12 hour count Start Date: 04/30/2019 Page No: 3



Turning Movement Data Plot

#### MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS BOARD ACTION SUMMARY

SUBJECT: Consider Approval for 2019 Fall Recreation Programs and Fees

MEETING DATE: August 12, 2019

ITEM NUMBER: #12.

MEETING/AGENDA: Action Meeting

**ACTION XX** 

NONE

REASON FOR CONSIDERATION: Operational: XX

Policy: Discussion:

Information:

INITIATED BY: Floyd S. Shaffer

Community & Recreation Center Directo,

BOARD LIAISON: Michael J. Fox,

Board of Supervisors Chairman

iaison to Park & Rec Board; MontCRC Advisory Comm.

#### BACKGROUND:

Attached is the proposed roster of the Montgomery Township Community and Recreation Center (Mont CRC) Fall 2019 Recreation/Fitness Programs and the recommended fee schedules for the various activities. The program/activity schedule will be valid from mid-September through November 2019. All Mont CRC activities and events will be promoted through the normal publicity channels utilized throughout the Township. The Recreation Newsletter is anticipated to be in Township mailboxes by the first week of September.

The lineup of activities, programs, and Special Events provides a wide array of recreation, fitness and educational opportunities for Montgomery Township residents of all ages and abilities. New programs and events for 2019 are highlighted.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Recreation programs are expected to be revenue neutral.

SECOND:

RECOMMENDATION: Approve the 2019 Fall Program and Fee Schedule amendment as submitted.

#### MOTION/RESOLUTION:

MOTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the 2019 Fall Programs and Fee Schedule amendment as submitted.

	0_00			
ROLL CALL:				
Tanya C. Bamford Candyce Fluehr Chimera Jeffrey W. McDonnell Matthew W. Quigg Michael J. Fox	Aye Aye Aye Aye Aye	Opposed Opposed Opposed Opposed Opposed	Abstain Abstain Abstain Abstain Abstain	Absent Absent Absent Absent Absent

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

Fall 2019 Recreation Program & As	ssociated Fees Propo	sal			
Tun 2013 Neoreación i regiani en a					
Pre-School Programs					
Program	Days	Times	Duration	Member	Non-Member
Tiny Tykes Playtime	Tuesday Wednesday Thursday	10am-10:45am	9 weeks	Included	\$5 drop-in
Storytime! By North Wales Library	Wednesday	10am-10:45am	6 dates	FREE	FREE
Please Touch Tech by North Wales Library	Wednesday	10am-10:45am	6 dates	FREE	FREE
	Wednesday	4:30pm-5:15pm	6 weeks	\$20	\$25
Little Hoopstars Basketball Soccer Shots Mini's	Saturday	8:45am-9:15am	8 weeks	\$112	\$122
Police Special Events/Programs	Wednesday	10am-10:45am	1 day	FREE	FREE
Fire Dept Events/Programs	Wednesday	10am-10:45am	1 day	FREE	FREE
File Dept Events/Frograms	vvcuncsday	104111 10.134111	1 44		
Youth/Teen Programs					
Program	Days	Times	Duration	Member	Non-Member
1.08.0	·	9:20am-10am			
  Soccer Shots	Saturday	10:05am-1045am	8 weeks	\$112	\$122
Performing Arts	Tuesdays	6pm-7:30pm	8 weeks	\$25	\$35
Arena Flag Football	Monday	5:30pm-9:00pm	9 weeks	\$59	\$69
Young Rembrandts Elementary Drawing	Saturday	8:45am-9:45am	5 weeks per session	\$60	\$70
Young Rembrandts Cartooning	Saturday	10am-11am	5 weeks per session	\$60	\$70
FUNdamental Tennis Clinics	Saturday	10:30am-11:15am	4 weeks per session	\$60 (Res)	\$70 (Non Res)
American Red Cross Babysitting	Saturday	9am-3pm	1 day	\$58	\$68
School's Out	N. Penn Days Off	8:30am-3:30pm	4 days	\$40	\$4!
Self-Defense	Friday, Saturday	5:30pm-6:30pm 1pm-2pm	4 days	\$40	\$50
Canvas Painting Classes	Saturday	1pm-3pm	5 weeks	\$50	\$60
Sports Tournament	Friday	6pm-9pm	1 night	\$10	\$1.
3 vs. 3 Basketball Tournament	Saturday	9am-3pm	1 day	\$15	\$20
Open Basketball	Tuesday/Thursday	3:30pm-6:00pm			
Adult Opportunities					
Program	Days	Times	Duration	Member	Non-Member
Badminton for Fun	Fridays	7pm-9pm	All season	Included	\$5 drop-in
	Sundays	10am-10:45am			
Open Pickleball	Monday-Friday	9am-3pm	All season	Included	\$5 drop-in

	Sunday	10am-10:45am			
Pickleball Lessons (101, 102, 103)	Thursday	6pm-8pm	3 classes per session		
Financial Workshops	Various	6pm-7pm	4 Workshops	No Charge	No Charge
CPR & First Aid Certification Classes	Tuesday	6pm-9pm	3 Class Opportunities	\$80	\$90
Self-Defense	Friday	7pm-8pm	1 day	\$10	\$15
				\$550 per team	
				(no	
				membership	
Adult Basketball League	Wednesday	6pm-10pm	10 weeks	difference)	
Fitness Classes	Various	5:30am-9pm	All season	Included	\$5 drop-in
Open Basketball	Tuesday/Thursd	lay 3:30pm-6:00pm		No Charge	
Senior (Age 50+) Opportunities					
Program	Days	Times	Duration	Member	Non-Member
Coffee, Conversation, Games, and Camraderie	Monday	11am	All season	FREE	FREE
Coloring, Crafts, Coffee, and Chat	Wednesday	11am	All season	FREE	FREE
Musical Jam Session	Tuesday	2pm-4pm	All season	FREE	FREE
Senior CPR Class	Tuesday	1pm-4pm	1 day	\$60	\$65
Senior Self-Defense	Friday	1pm-2pm	1 day	\$5	\$10
Senior Trivia Event	Tuesday	1pm-2:30pm	1 day	N/A	N/A
Special Community Events					
Program	Days	Times	Duration	Member	Non-Member
Gingerbread House Workshop	Friday	6:30pm-8pm	1 night	\$10	\$15
Princess Breakfast Party	Saturday	9:30am-11am	1 day	\$10	\$15
		9am-10:30am		Kids (3-10): \$6	
Breakfast w/ Santa	Saturday	10:30am-12pm	1 day	Adult: \$12	N/A
Canvas Painting - Friday Night Event	Friday	6pm-8pm	3 opportunities	\$10	\$15
Pottery Pumpkin Workshop	Monday	7pm-8:30pm	1 night	\$35	\$45
Pottery Ornament Workshop	Monday	7pm-8:30pm	1 night	\$35	\$45
Spooky Slimy Halloween Party	Friday	6pm-7:30pm	1 night	\$20	\$25
Holiday Craft Fair	Saturday	9am-2pm	1 day	\$25 per vendor table	

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

SUBJECT:

Authorize Township Manager to obtain bids for Ash Tree Forestry Management Program

Project - Phase VII

MEETING DATE: August 12, 2019

ITEM NUMBER: #13.

MEETING/AGENDA:

**EXECUTIVE SESSION** 

REASON FOR CONSIDERATION: Operational: xx Policy:

Discussion:

Information:

INITIATED BY: Bruce Shoupe

Bruce Shoupe
Director of Planning and Zoning

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

#### BACKGROUND:

The Public Works Department has been very active cutting down trees throughout the parks and open space areas that are or have died and pose a potential threat of falling and causing property damage and/or injury. The Township, with the assistance of Curt Eshleman, identified high risk trees on Township properties along property lines, trails, roads and sidewalks for removal. Currently, under the 5 Phases noted below, approximately 3,500 +/- trees have been felled under contract and the Township's Public Works Department has felled 264 trees since 2016.

This tree removal project would require the formal bid process. The bid documents have been prepared and reviewed by the Township's Solicitor, Landscape Consultant, Curt Eshleman, and DVIT.

The work under this contract includes the furnishing of all labor, materials and equipment necessary and incidental for the falling of trees to within 12 inches or less of ground level and no material is to be left in any watercourse. Areas schedule under this bid include Open Space areas at Colwyn Terrace, Tree Line Drive, Twining Road, Summer Ridge, Hourglass Park, Andrew Lane Basin, basin at Upper State and Horsham Road, MTMSA Eureka Plant and property adjacent to Montgomery Elementary. Oveall 250 +/-Trees are marked to be cut down.

#### PREVIOUS BOARD ACTION:

The Board of Supervisors awarded

- December 2017 Phase I of the Ash Tree Removal Program for 237 +/- trees at Spring Valley Park in the amount of \$29,600
- February 2018 Phase II for 403 +/- trees at Autumn Woods/Winner Circle Open Space areas in the amount of \$135,000.
- September 2018 Phase III for 420 +/- trees at the Zehr Section of Windlestrea Park, Friendship Park and Gwynedd Lea Open Space in the amount of \$73,500.00.
- November 2018 Phase IV for 950 +/- trees in the main section Windlestrae Park, Rose Twig Park and Memorial Grove Open Space \$223,248.
- December 2018 Phase VA of 460 +/- trees in the open space areas behind the Township Building, Montgomery Oaks/Crossing and the open space next to the Orchards development \$79,580.
- January 2018 Phase VB of 510 +/- trees at Fellowship Park, Addison Lane Open Space, Applewood Lane Open Space and Nature Area Open Space Knapp Road - Rambo Tree Service
- June 2019 Phase VI of 550 +/- trees at Wiseman Tract, Chaps Way Open Space, Montgomery Lea Open Space, Gordon Lane Basin, and Baker Place Open Space - ProMark Tree Service \$49,725.

## ALTERNATIVES/OPTIONS:

None

# **BUDGET IMPACT**:

Estimate possible \$50,000 expenditure.

# **RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Township Manager to obtain bids for the Ash Tree Forestry Management Program Phase VII noted above.

# **MOTION/RESOLUTION:**

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to obtain bids for the Ash Tree Forestry Management Program Phase VII.

MOTION	SECOND	VOTE: _		
ROLL CALL:				
Tanya Bamford Candyce Chimera Jeffrey W. McDonnell Matthew Quigg Michael J. Fox	Aye Aye Aye Aye Aye	Opposed Opposed Opposed Opposed Opposed	Abstain Abstain Abstain Abstain Abstain	Absent Absent Absent Absent Absent

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

## ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **Montgomery Township** located at 1001 Stump Road, Montgomeryville, PA 18936, until **10:00 A.M.**, prevailing time on **August 28, 2019** at which time and place the bids shall be publicly opened and read aloud for:

## ASH TREE FORESTRY MANAGEMENT BID

Open Spaces at Colwyn Terrace, Tree Line Drive, Twining Road, Summer Ridge, Hourglass Park, Andrew Lane Basin, the area around basing at Upper State and Horsham Road, MTMSA Eureka Plant and Montgomery Elementary School

This project involves the felling of approximately 250 +/- Dead and Diseased Trees in the above noted properties owned by Montgomery Township.

Bidding Documents may be obtained at the **Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA 18936,** free of charge if picked up and a cost of \$10.00 per set for postage and handling if mailing is requested. Checks should be made payable to Montgomery Township. Amounts paid for bidding documents are non-refundable. Bidding Documents may be examined at the Township Administration Building, between the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday. Each bid shall be submitted in accordance with the Instructions to Bidders and must be accompanied by a original Bid Bond or Certified Check for not less than ten percent (10%) of the Bid amount payable to the **Township of Montgomery.** 

Each bid must be enclosed in a securely sealed opaque envelope and endorsed: "Ash Tree Forestry Management Program – Phase VII" with the name and address of the Bidder clearly marked on the envelope and delivered to the Township Manager, Montgomery Township 1001 Stump Road, Montgomeryville, PA 18936. Bids will not be accepted at the Police Department.

The successful Bidder shall be required to furnish proof of insurance and bonds for Performance, Payment, and Maintenance in such form as meets the approval of the Township of Montgomery and having as security thereon such Surety company or companies as are approved by the Township of Montgomery. This project is subject to applicable provisions of Act 127 Pennsylvania Public Works Employment Verification as amended.

A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Bids may be withdrawn within two (2) business days after the opening of Bids only by the withdrawing Bidder's strict compliance with 73 P.S. §1602 and any subsequent amendments.

The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

A <u>Mandatory Pre-Bid</u> conference shall be held at the Montgomery Township Municipal Building at 10:00 A.M. on August 21, 2019 for all interested Bidders. <u>Please reserve two hours for field visit of site after meeting.</u>

The Township of Montgomery reserves the right to reject any and all bids or parts thereof or to waive any informalities or irregularity as deemed in the best interest of Montgomery Township.

By order of:

Owner: Montgomery Township

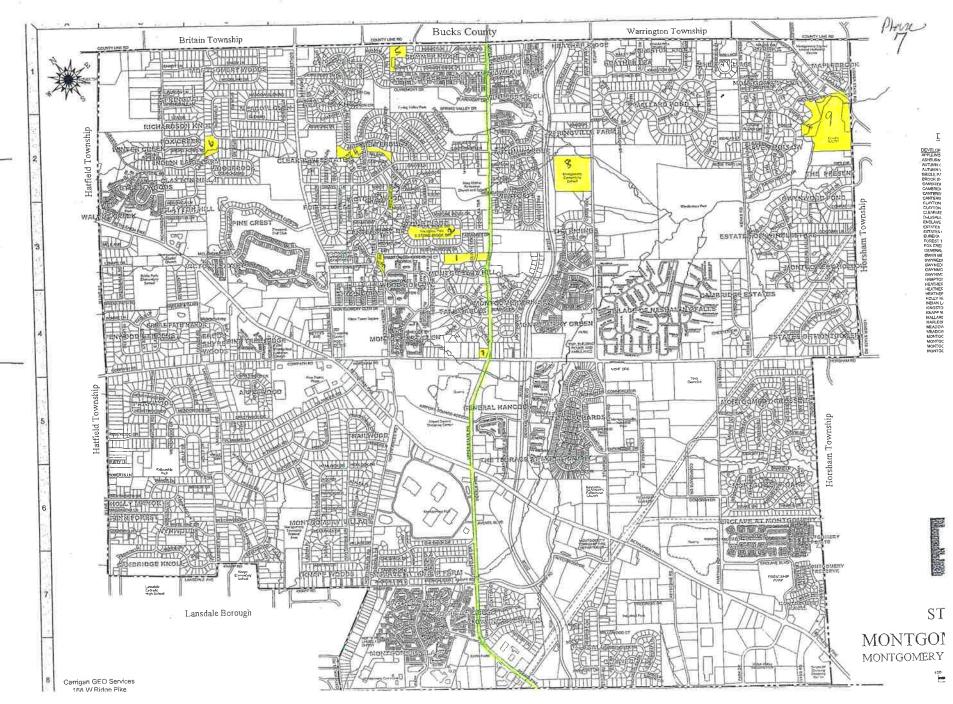
Dated: August 2019

Re-bid Phase III

trus to be fulled

34 trees to be remerial

Total 250 Warm Trees.



LOCATION	QTY	EST. COST
AREA 1 - COLWYN TERRACE OPEN SPACE		
20 - 131 Kelsey Drive	9	
Behind 414 S. Stone Ridge Drive	1	
Sehind 420 S. Stone Ridge Drive	1	
Side 105 Colwyn Terrace	4	
Side 111 Colwyn Terrace	6	
Side 110 Colwyn Terrace	18	
AREA 2 - HOURGLASS PARK		
Behind 317 Abbey Lane	1	
Behind 321 Abbey Lane	2	
Behind 325 Abbey Lane	1	
111-113 and 119, 130 N. Stone Ridge Drive	8	
Hourglass Park Entrance	7	
AREA 3 - TREE LINE DRIVE OPEN SPACE		
Behind 304 Abbey Lane	8	
Behind 306 Abbey Lane	3	
Behind 308 Abbey Lane	4	
Behind 312 Abbey Lane	5	
Tree Line Drive along sidewalk	3	
Tree Line Drive & North Wales Road	2	
AREA 4 - TWINING ROAD OPEN SPACE		
Behind 126 Bellows Way	10	
Behind 113 Twining Road	8	
Behind 218-220 Bellows Way	2	
Behind 107 Falling Leaf Way	3	
Behind 103 Falling Leaf Way	2	
AREA 5 - SUMMER RIDGE OPEN SPACE		
104 Summit Place to County Line Road	8	
Behind 121 Runnymede Drive	6	
Behind 109 Summit Place	4	
AREA 6 - ANDREW LANE BASIN		
Behind 214 & 216 Broad Acres Rd	6	
Behind 104 Andrew Lane	1	

AREA 7 - UPPER STATE RD & HORSHAM RD BASIN		
Surrounding basin area	14	
AREA 8 - MONTGOMERY ELEMENTARY		
Stump Road	74	
AREA 9 - MTMSA - Eureka Plant / Lower State Rd		
Behind homes	29	
TOTAL TREES MARKED	250	
FELL ONLY (Marked BLUE "X")	216	
TO BE HAULED AWAY (Marked RED "X")	34	
TOTAL QUANTITY FOR BID PROPOSAL +/- TREES	total \$	

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

SUBJECT:

Authorize Township Manager to obtain bids for Ash Tree Forestry Management Program

Project - Phase VIII

MEETING DATE: August 12, 2019

ITEM NUMBER: #14.

MEETING/AGENDA:

**EXECUTIVE SESSION** 

REASON FOR CONSIDERATION: Operational: xx

Policy:

Discussion:

Information:

INITIATED BY: Bruce Shoupe

Director of Planning and

BOARD LIAISON: Michael J. Fox, Township Supervisor

Liaison to Shade Tree Commission

### BACKGROUND:

The Public Works Department has been very active cutting down trees throughout the parks and open space areas that are or have died and pose a potential threat of falling and causing property damage and/or injury. The Township, with the assistance of Curt Eshleman, identified high risk trees on Township properties along property lines, trails, roads and sidewalks for removal. Currently, under the 5 Phases noted below, approximately 3500 +/- trees have been felled under contract and the Township's Public Works Department has felled 264 trees since 2016.

This tree removal project would require the formal bid process. The bid documents have been prepared and reviewed by the Township's Solicitor, Landscape Consultant, Curt Eshleman, and DVIT.

The work under this contract includes the furnishing of all labor, materials and equipment necessary and incidental for the falling of trees to within 12 inches or less of ground level and no material is to be left in any watercourse. Locations scheduled under this bid include Open Space areas at De Lasalle, Montgomery Ridge, Estates of Montgomery, Davis Drive, Westgate, Bradford Court, Knapp Road and DeKalb Pike and Bark Park. Overall 204 +/- Trees are marked to be cut down.

## PREVIOUS BOARD ACTION:

The Board of Supervisors awarded

- December 2017 Phase I of the Ash Tree Removal Program for 237 +/- trees at Spring Valley Park in the amount of \$29,600
- February 2018 Phase II for 403 +/- trees at Autumn Woods/Winner Circle Open Space areas in the amount of \$135,000.
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- June 2019 Phase VI of 550 +/- trees at Wiseman Tract, Chaps Way Open Space, Montgomery Lea Open Space, Gordon Lane Basin, and Baker Place Open Space - ProMark Tree Service \$49,725.

#### ALTERNATIVES/OPTIONS:

None

## **BUDGET IMPACT**:

Estimate possible \$50,000 expenditure.

# RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Township Manager to obtain bids for the Ash Tree Forestry Management Program Phase VIII noted above.

## MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to obtain bids for the Ash Tree Forestry Management Program Phase VIII.

MOTION	SECOND	VOTE:		6
ROLL CALL:				
Tanya Bamford Candyce Chimera Jeffrey W. McDonnell Matthew Quigg Michael J. Fox	Aye Aye Aye Aye Aye	Opposed Opposed Opposed Opposed Opposed	Abstain Abstain Abstain Abstain Abstain	Absent Absent Absent Absent Absent

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

## **ADVERTISEMENT FOR BIDS**

Sealed bids will be received by the **Montgomery Township** located at 1001 Stump Road, Montgomeryville, PA 18936, until **10:00 A.M.**, prevailing time on **September 11**, **2019** at which time and place the bids shall be publicly opened and read aloud for:

# ASH TREE FORESTRY MANAGEMENT BID Open Space Areas at DeLasalle, Montgomery Ridge, Estates of Montgomery, Davis Drive, Westgate, Bradford Court, Knapp Road and DeKalb Pike and Bark Park.

This project involves the felling of approximately **204** +/- Dead and Diseased Trees in the above noted properties owned by Montgomery Township.

Bidding Documents may be obtained at the **Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA 18936,** free of charge if picked up and a cost of \$10.00 per set for postage and handling if mailing is requested. Checks should be made payable to Montgomery Township, Amounts paid for bidding documents are non-refundable. Bidding Documents may be examined at the Township Administration Building, between the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday. Each bid shall be submitted in accordance with the Instructions to Bidders and must be accompanied by a original Bid Bond or Certified Check for not less than ten percent (10%) of the Bid amount payable to the **Township of Montgomery.** 

Each bid must be enclosed in a securely sealed opaque envelope and endorsed: "Ash Tree Forestry Management Program – Phase VII" with the name and address of the Bidder clearly marked on the envelope and delivered to the Township Manager, Montgomery Township 1001 Stump Road, Montgomeryville, PA 18936. Bids will not be accepted at the Police Department.

The successful Bidder shall be required to furnish proof of insurance and bonds for Performance, Payment, and Maintenance in such form as meets the approval of the Township of Montgomery and having as security thereon such Surety company or companies as are approved by the Township of Montgomery. This project is subject to applicable provisions of Act 127 Pennsylvania Public Works Employment Verification as amended.

A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Bids may be withdrawn within two (2) business days after the opening of Bids only by the withdrawing Bidder's strict compliance with 73 P.S. §1602 and any subsequent amendments.

The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

A <u>Mandatory Pre-Bid</u> conference shall be held at the Montgomery Township Municipal Building at 10:30 A.M. on August 28, 2019 for all interested Bidders. <u>Please reserve two hours for field visit of site after meeting.</u>

The Township of Montgomery reserves the right to reject any and all bids or parts thereof or to waive any informalities or irregularity as deemed in the best interest of Montgomery Township.

By order of:

Owner: Montgomery Township

Dated: August 2019

Re-Bid Phase VIII

Areas 10-18
204 Trees to be felled



LOCATION	QTY	EST. COST
AREA 10 - WESTGATE		
01 & 103 Westgate Drive	2	
AREA 11 - BRADFORD COURT	"" - TI TI EV	
ide 105 Bradford Court	6	
AREA 12 - DAVIS DRIVE		
sehind 124 Davis Drive	5	
Behind 122 Davis Drive	2	
Behind 120 Davis Drive	6	
Behind 118 Davis Drive	4	
Between 118 & 114 Davis Drive	6	
Behind 114 Davis Drive	6	
Behind 112 Davis Drive	30	
Behind 110 Davis Drive	3	
Behind 108 Davis Drive	9	
Behind 106 Davis Drive	2	
Behind 104 Davis Drive	6	
AREA 13 - OPEN SPACE STEVERS MILL ROAD		
Between 107 & 109 Stevers Mill Road	7	
AREA 14 - ESTATES OF MONTGOMERY OPEN SPACE		
Green Tree Tavern Road	12	
AREA 15 - MONTGOMERY RIDGE OPEN SPACE	HIERORE I	
Between 130 & 134 Sunrise Drive	10	
Behind 139 Sunrise Drive	1	
Behind 137 Sunrise Drive	2	
Behind 129 Sunrise Drive	2	
Behind 127 Sunrise Drive	4	
Between 115 & 117 Ridgeview Road	11	
Side 100 Aaron Way	16	
AREA 16 - BARK PARK		
Behind Barbara's Court - Bldg 1000	6	
Behind Collette's Court - Bldg 300	2	
Bark Park Entrance	7	
AREA 17 - DeLASALLE OPEN SPACE		
Behind 105 Newport Lane	26	
Behind 107 Newport Lane	2	
Behind 109 Newport Lane	1	
AREA 18 - KNAPP RD & DEKALB PIKE		
	8	
TOTAL TREES MARKED	204	
FELL ONLY (Marked BLUE "X")	204	
TO BE HAULED AWAY (Marked RED "X")	0	
TOTAL QUANTITY FOR BID PROPOSAL +/- TREES	total \$	

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

ACTION XX

SUBJECT:

Consider Payment of Bills

**MEETING DATE:** 

August 12, 2019

ITEM NUMBER: #15.

MEETING/AGENDA: WORK SESSION

NONE

REASON FOR CONSIDERATION: Operational: XX Information:

Discussion:

Policy:

INITIATED BY: Lawrence J. Gregan

Township Manager

BOARD LIAISON: Michael J. Fox,

Chairman of the Board of Supervisors

#### **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.

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CHECK REGISTER FOR MONTGOMERY TOWNSHIP Page: 1/3 CHECK DATE FROM 07/23/2019 - 08/12/2019

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08/02/2019

08/02/2019

01

01

75740

75741

00902813

JOEDY JOHNSON

Amount Vendor Vendor Name Check Date Bank Check Bank 01 UNIVEST CHECKING 100000814 AMAZON.COM SERVICES, INC 14.99 07/23/2019 0.1 75664 COMCAST CORPORATION 985.79 00000335 01 75665 07/23/2019 FULTON CARDMEMBER SERVICES 1,019.24 07/23/2019 01 75666 03214568 170.00 75667 00000502 THOMAS W. MCCAULEY 0.1 07/23/2019 GILBARCO INC. 591.00 00000952 07/29/2019 01 75668 116.53 07/31/2019 01 75669 00000031 AT&T 21,917.64 01 75670 00000209 00000071 00000209 BOUCHER & JAMES, INC. 07/31/2019 CANON SOLUTIONS AMERICA, INC. 577.50 75671 07/31/2019 01 CHRISTINE RIDDELL 240.00 03214597 07/31/2019 01 75672 100001087 00000198 EASTERN LIFT TRUCK CO. INC. 700.00 07/31/2019 01 75673 GLASGOW, INC. 144.75 75674 07/31/2019 0.1 226.00 00000229 GRAINGER 75675 07/31/2019 01 PETROLEUM TRADERS CORP. 1,012.50 100000754 75676 07/31/2019 01 21ST CENTURY MEDIA NEWSPAPERS LLC 961.92 00000496 00000723 08/02/2019 75677 0.1 A TO Z PARTY RENTAL 81.00 08/02/2019 01 75678 ACME UNIFORMS FOR INDUSTRY 362.43 01 75679 00000006 08/02/2019 80.00 100000892 01 75680 ADAM ZWISLEWSKI 08/02/2019 00000340 00001202 837.72 ADVENT SECURITY CORPORATION 08/02/2019 75681 0.1 AIRGAS, INC. 258.87 08/02/2019 01 75682 30.00 ALEXANDER J. DEANGELIS 75683 100000876 08/02/2019 01 08/02/2019 810 32 100000814 AMAZON.COM SERVICES, INC 75684 0.1 ANDREW WEINER 15.00 100000888 08/02/2019 01 75685 ANU RAMAN 140.00 08/02/2019 100001101 75686 01 ARMOUR & SONS ELECTRIC, INC. 275.00 08/02/2019 01 75687 00000027 00000561 ATLANTIC TACTICAL 1,127.76 08/02/2019 0.1 75688 AUTOMATIC SYNC TECHNOLOGIES, LLC 212.51 00001997 08/02/2019 01 75689 00906105 BATTERIES & BULBS 269.94 75690 08/02/2019 01 00000043 120-51 08/02/2019 BERGEY''S 75691 01 BRANDON UZDZIENSKI 45.00 08/02/2019 75692 100000979 01 BRIAN ALLEN 30.00 100001063 01 75693 08/02/2019 15.00 100001080 BRIAN GRUBER 08/02/2019 01 75694 404.95 08/02/2019 08/02/2019 75695 100000405 C.E.S. 01 00000231 CARROT-TOP INDUSTRIES INC. 250.68 01 75696 CDW GOVERNMENT, INC. 6,382.73 08/02/2019 75697 00001601 0.1 545.00 08/02/2019 100001052 CHARLIE'S LAWNCARE 0.1 75698 75699 100000829 COLROM LLC 4,675.00 08/02/2019 0.1 791.97 COMCAST 00000363 08/02/2019 75700 01 653.84 08/02/2019 75701 00000335 COMCAST CORPORATION 01 10.00 75702 00902968 COMMONWEALTH OF PA 08/02/2019 0.1 COMMONWEALTH OF PA 10 - 00 00902968 08/02/2019 01 75703 COMMONWEALTH OF PA 10.00 08/02/2019 0.1 75704 00902968 300-00 COSTCO WHOLESALE MEMBERSHIP 08/02/2019 75705 00001547 0.1 DAVID H. LIGHTKEP, INC. 720.00 75706 00000111 08/02/2019 0.1 DAVIDHEISER''S INC. 338.00 08/02/2019 00000629 01 75707 1,000.00 08/02/2019 01 75708 00906056 DENNIS GILLEN DONALD TUCKER 30.00 75709 100000893 08/02/2019 0.1 184,919.79 DVHT - DELAWARE VALLEY HEALTH TRUST 00000967 75710 08/02/2019 01 185.00 08/02/2019 0.1 75711 MISC Economic Roofing 1.800-00 100000429 EDWARD MOUNT 08/02/2019 75712 0.1 4,240.00 ELITE 3 FACILITIES MAINTNEANCE, LLC 75713 03214663 08/02/2019 0.1 ESTABLISHED TRAFFIC CONTROL 123.00 00903110 08/02/2019 75714 01 3,975.00 00000322 ETTORE VENTRESCA & SONS, INC. 08/02/2019 01 75715 130.00 75716 100000129 EUROFINS QC, INC. 08/02/2019 01 FORWARD MOBILE ENTERTAINMENT, LLC 150.00 100001106 08/02/2019 01 75717 3,990.00 FUNDAMENTAL TENNIS 08/02/2019 01 75718 100000733 125.60 00001852 G.L. SAYRE, INC. 08/02/2019 75719 01 GEORGE ALLEN PORTABLE TOILETS, INC. 621.00 75720 00000193 08/02/2019 0.1 121.00 GET IT GOT IT LLC 00000672 08/02/2019 01 75721 150.00 75722 100001103 GFOA 08/02/2019 0.1 541-20 GLASGOW, INC. 75723 00000198 08/02/2019 01 GLICK FIRE EQUIPMENT COMPANY INC 1,229.12 00001323 75724 08/02/2019 0.1 GOOSE SQUAD L.L.C. 900.00 00000608 08/02/2019 75725 163.04 08/02/2019 00000229 GRAINGER 75726 01 GRANTURK EQUIPMENT CO., INC. 153.99 08/02/2019 75727 00000203 0.1 GREENFIELD LEONARD OWEN & ADA LUCIA 1,200.00 MISC 08/02/2019 01 75728 10,423.76 00000223 GUIDEMARK, INC. 75729 08/02/2019 01 25.78 HAJOCA CORPORATION 00000213 08/02/2019 01 75730 75.00 75731 100000132 HARRY T. ALLEN 08/02/2019 0.1 HERMAN GOLDNER COMPANY, INC. 962.00 08/02/2019 01 75732 100000162 180.00 HOLLY FLANAGAN 75733 100001096 08/02/2019 01 HOME DEPOT CREDIT SERVICES 783.00 08/02/2019 75734 00000903 0.1 100001105 HYEJIN YOON 210.00 75735 08/02/2019 01 INTERSTATE BATTERY SYSTEMS OF 204.37 00000102 08/02/2019 75736 01 30.00 08/02/2019 01 75737 100000889 JACOB WELTMAN 129 00 75738 100000402 JAMES GRANT 08/02/2019 0.1 100001094 129.00 JANEL COHEN 08/02/2019 01 75739 325.00 JEFFERY M TAYLOR 100001107

75.00

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CHECK REGISTER FOR MONTGOMERY TOWNSHIP Page: 2/3 CHECK DATE FROM 07/23/2019 - 08/12/2019

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08/02/2019	01	75742	100000881	JOHN H. MOGENSEN	90.00 210.00
08/02/2019	01	75743	100000887	JON WASHINGTON	150.00
08/02/2019	01	75744 75745	00902911 100001108	KIM P. GREENE LAMINA ROBERT & PATRICIA	71.44
08/02/2019 08/02/2019	01 01	75746	000001108	LEXISNEXIS	81.08
08/02/2019	01	75747	100001093	LISA DAVIDO	129.00
08/02/2019	01	75748	100001102	MADISON ALLEN	90.00
08/02/2019	01	75749	100000883	MARY NEWELL	100.00
08/02/2019	01	75750	100000877	MATTHEW GIORGIO	40.00 243.99
08/02/2019	01	75751	00000743 100000875	MES - PENNSYLVANIA MICHAEL BEAN	45.00
08/02/2019 08/02/2019	01 01	75752 75753	100000875	MICHAEL SHEARER	30.00
08/02/2019	01	75754	100001097	MONTGOMERY COUNTY CONSORTIUM	250.00
08/02/2019	01	75755	00000324	MOYER INDOOR / OUTDOOR	927.90
08/02/2019	01	75756	00000321	MUSCO CORPORATION	3,800.00
08/02/2019	01	75757	00000540	MYSTIC PIZZA	625.00
08/02/2019	01	75758	100000171	NFPA	175.00 50.00
08/02/2019	01	75759	100001077 00905070	NICHOLAS HUGHES NORTH WALES LIBRARY	1,500.00
08/02/2019 08/02/2019	01 01	75760 75761	00000356	NORTH WALES WATER AUTHORITY	129.64
08/02/2019	01	75762	00000330	NYCE CRETE AND LANDIS CONCRETE	286.32
08/02/2019	01	75763	100001104	OCCAM VIDEO SOLUTIONS	355.00
08/02/2019	01	75764	00001134	OFFICE DEPOT, INC	8.12
08/02/2019	01	75765	03214653	OVERHEAD DOOR CORPORATION	226.58
08/02/2019	01	75766	100000867	PATROL PC	850.00 20.00
08/02/2019	01	75767	100000890	PAUL MOGENSEN PENN VALLEY CHEMICAL COMPANY	1,172.81
08/02/2019	01 01	75768 75769	00000595 00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	253.32
08/02/2019 08/02/2019	01	75770	100000754	PETROLEUM TRADERS CORP.	1,239.09
08/02/2019	01	75771	100000755	PETROLEUM TRADERS CORP.	805.49
08/02/2019	01	75772	00000009	PETTY CASH	96.62
08/02/2019	01	75773	MISC	PGBS, LLC	280.00
08/02/2019	01	75774	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	569.06 300.00
08/02/2019	01	75775	00000446 00000945	PHISCON ENTERPRISES, INC. PIPERSVILLE GARDEN CENTER, INC.	197.15
08/02/2019 08/02/2019	01 01	75776 75777	100001046	PRECISION COUNTERTOPS & MILLWORK	4,099.00
08/02/2019	01	75778	MISC	QUINN, CHARLES CONSTRUCTION	150.00
08/02/2019	01	75779	100001010	RACHEL GIBSON	15,00
08/02/2019	01	75780	100000886	RACHEL TROUTMAN	60.00
08/02/2019	01	75781	00906102	READY REFRESH	328.23
08/02/2019	01	75782	00000228	REGAL CINEMEDIA CORP	1,815.00 324.20
08/02/2019	01	75783	00000437 00002033	RENTAL WORLD REPUBLIC SERVICES NO. 320	2,506.43
08/02/2019 08/02/2019	01 01	75784 75785	03214665	ROBERT GORDON	125.00
08/02/2019	01	75786	100001100	ROSA ODENWALD	24.00
08/02/2019	01	75787	100000873	RYAN ALLISON	45.00
08/02/2019	01	75788	100000884	RYAN RUDDELL	15.00
08/02/2019	01	75789	00000452	S&S WORLDWIDE	77.98 1,157.32
08/02/2019	01	75790	100001070	SANDS FORD OF RED HILL	5,362.35
08/02/2019	01 01	75791 75792	00001618 100000874	SEALMASTER SEAN ALLISON	90.00
08/02/2019 08/02/2019	01	75793	00906118	SELEX ES	1,720.00
08/02/2019	01	75794	100001109	SENTINEL REAL ESTATE CORP	6,635.88
08/02/2019	01	75795	00000833	SHERWIN WILLIAMS COMPANY	169.16
08/02/2019	01	75796	100001098	SHRUTI KULKARNI	420.00
08/02/2019	01	75797	100000701	STAPLES BUSINESS CREDIT T-MOBILE	1,580.61 150.00
08/02/2019 08/02/2019	01 01	75798 75799	00000525 00906111	THE PROTECTION BUREAU	60.00
08/02/2019	01	75800	00001273	TIM KUREK	430.25
08/02/2019	01	75801	00001771	TIMAC AGRO USA	775.25
08/02/2019	01	75802	100000068	TOP-A-COURT, LLC	50,963.00
08/02/2019	01	75803	100000897	TREVOR DALTON	15.00
08/02/2019	01	75804	100000290	TRIAD TRUCK EQUIPMENT	560.00 160.68
08/02/2019	01	75805 75806	100000210 100000047	UNIFIRST USPCA REGION #6	165.00
08/02/2019 08/02/2019	01 01	75806	00000047	VERIZON	42.06
08/02/2019	01	75808	00000040	VERIZON	65.38
08/02/2019	01	75809	00000040	VERIZON	144.99
08/02/2019	01	75810	00000040	VERIZON	265.46
08/02/2019	01	75811	00000040	VERIZON	188,24 1,792.53
08/02/2019	01	75812	00000038	VERIZON WIRELESS SERVICES, LLC VERIZON WIRELESS SERVICES, LLC	480.12
08/02/2019	01 01	75813 75814	00000038 100000854	VINAY SETTY	30.00
08/02/2019 08/02/2019	01	75814	100000891	VINAI SEIII VINCENT ZIRPOLI	120.00
08/02/2019	01	75816	00000809	VISITING NURSE ASSOCIATION	1,500.00
08/02/2019	01	75817	00001329	WELDON AUTO PARTS	709.96
08/02/2019	01	75818	MISC	WIEGMAN WILLIAM F III & AMANDA D	154.50
08/02/2019	01	75819	100001013	WILLIAM F. WIEGMAN III	60.00 848.93
08/02/2019	01	75820	00001084	WITMER ASSOCIATES, INC.	
08/02/2019	01	75821	100000229	YOUNG REMBRANDTS BUXMOUNT - PA	890.00

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# 08/09/2019 09:37 AM CHECK REGISTER FOR MONTGOMERY TOWNSHIP Page: 3/3 CHECK DATE FROM 07/23/2019 - 08/12/2019

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08/02/2019	01	75823	100000702	MEREDITH LEVANDE	1,800.00
08/02/2019	01	75824	MISC	C & C FAMILY CONTRACTORS INC	305.00
08/02/2019	01	75825	MISC	GETMAN CHRISTINA M & CHRISTOPHER R	1,200.00
08/06/2019	01	75826	00000322	ETTORE VENTRESCA & SONS, INC.	39,161.00
08/06/2019	01	75827	00000228	REGAL CINEMEDIA CORP	2,363.20
01 TOTALS:					
Total of 164 Less 0 Void 0					415,314.06
Total of 164	Disburse	ments:		· <del></del>	415,314.06

08/09/2019

# Check List For Check Dates 07/23/2019 to 08/12/2019

Check Date	Vendor Name	Description	Amount		
07/25/2019	BCG 401	401 Payment	\$	16,512.18	
07/25/2019	BCG 457	457 Payment	\$	11,569.35	
07/25/2019	PA SCDU	Withholding Payment	\$	509.76	
07/25/2019	РВА	PBA Payment	\$	1,250.00	
07/25/2019	UNITED STATES TREASURY	941 Tax Payment	\$	86,987.04	
07/31/2019	STATE OF PA	State Tax Payment	\$	9,766.83	
08/01/2019	ICMA RC	DROP Plan Payment	\$	5,536.68	
08/01/2019	UNITED STATES TREASURY	945 Tax Payment	\$	7,448.21	
08/08/2019	BCG 401	401 Payment	\$	16,721.08	
08/08/2019	BCG 457	457 Payment	\$	11,624.59	
08/08/2019	PA SCDU	Withholding Payment	\$	509.76	
08/08/2019	PBA	PBA Payment	\$	1,250.00	
08/08/2019	UNITED STATES TREASURY	941 Tax Payment	\$	94,888.05	
Total Checks: 13		waraan ee aan ka maandaa aay iy ka mahin dha ah ah ah ah	\$	264,573.53	