

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**AUGUST 14, 2023**  
**7:00 P.M.**

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

Tanya C. Bamford  
Candyce Fluehr Chimera  
Annette M. Long  
Beth A. Staab  
Audrey R. Ware

Carolyn McCreary  
Township Manager

1. Call Meeting to Order
2. Pledge of Allegiance
3. Announcements
4. Public Comment
5. Announcement of Executive Session
6. Consent Agenda:
  - Minutes of July 10, 2023 Meeting
  - Ratification of Bills Paid through July 24, 2023
  - Payment of the August 14, 2023 Bills
  - Escrow Release #11 and End of Maintenance Period - Maple Drive/Crystal Road Townhouse Project

**Presentation:**

7. American Red Cross Life Saving Award Presentation

**Parks and Recreation:**

8. Award of Bid for Concrete Replacement Work at the Community & Recreation Center
9. Award of Bid for Fellowship Park Improvements Project

**Public Safety:**

10. Approval of Bus Stop Agreement with North Penn School District
11. Approval of Purchase of Crime Scene Mapping System
12. Approval of Purchase of Fire Marshal Pick-Up Truck and Equipment
13. Approval of Montgomery County Fire Services Recovery Grant

**Public Works:**

14. Approval of Montgomery County Consortium Fuel Bid
15. Authorization to Advertise Bid for Stormwater Infrastructure Maintenance Projects

**Planning and Zoning:**

16. Review of Zoning Hearing Board Applications

17. Ratification of Township's Position for the Zoning Hearing Board Application – The Venue at Montgomery Mall

**Administration and Finance:**

18. Authorization to Advertise Single-Use Plastics Reduction Ordinance
19. Adoption of Resolution Supporting DCED Grant Application – Stump Road Pedestrian Project
20. Adoption of Resolution Supporting County Grant Application – Stump Road Pedestrian Project
21. Appointment of Township Manager as Voting Delegate for Pennsylvania Municipal League
22. Award Bid for Leaf and Yard Waste Collection and Disposal
23. Authorization to Allocate ARPA Funds to Capital Reserves Fund
24. Approval of Settlement for Real Estate Tax Assessment Appeal – 277 DeKalb Pike
25. Approval of Settlement for Real Estate Tax Assessment Appeal – 1110 Bethlehem Pike

**Old Business:**

**New Business:**

26. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #03

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SUBJECT: Announcements  
MEETING DATE: August 14, 2023  
BOARD LIAISON:  
INITIATED BY: Candyce Fluehr Chimera, Chair

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- National Night Out – Tuesday, August 1<sup>st</sup> - Thank you to the staff and vendors who participated in National Night Out and to everyone who joined in the festivities on that evening. It was a great showing of community fun and public safety coming together.
- The outdoor bocce courts at both Friendship Park and Montgomery Township Community and Recreation Center are officially open! These courts are available on a first-come, first-serve basis. Players may either bring their own set of bocce balls or use the Township's sets. At Friendship Park, they are in the shed right by the courts. At the Community & Recreation Center, please ask the front desk staff to borrow them.
- Fall Recreation Programs are now posted and open for registration on MontCRC.com. Take a look for fun activities for pre-school-age children all the way through seniors!  
*Note for anyone viewing the agenda in advance: Program registration opens Monday, August 14 at 1pm.*
- Mark your calendars for the American Red Cross Blood Drive on August 30th at the Montgomery Township Community and Recreation Center. Register for an appointment at [RedCrossBlood.org](http://RedCrossBlood.org)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

Item #04

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SUBJECT:               Public Comment  
MEETING DATE:       August 14, 2023  
BOARD LIAISON:  
INITIATED BY:

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BACKGROUND:

Persons wishing to make public comment during this meeting on any items not listed on the agenda may do so at this time.

Please come forward to the microphone and state your name and address for the record.



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #5

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SUBJECT:	Announcement of Executive Session
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Carolyn McCreary, Township Manager

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**BACKGROUND:**

The Township Manager will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

**The Board of Supervisors met in Executive Session earlier this evening at 6:15 PM to discuss two matters involving litigation and three personnel matters.**

**The topics discussed are legitimate subjects of an Executive Session pursuant to the Commonwealth of Pennsylvania's Sunshine Law.**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #06

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SUBJECT: Consent Agenda  
MEETING DATE: August 14, 2023  
BOARD LIAISON:  
INITIATED BY:

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**BACKGROUND:**

**MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED for the following:**

- Minutes of the July 10, 2023 Board meeting
- Ratification of Bills Paid through July 24, 2023
- Payment of Bills for August 14, 2023
- Escrow Release #11 and End of Maintenance – Maple Dr/Crystal Rd Townhouse Project

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
JULY 10, 2023**

**1. Call to Order:** The July 10, 2023 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chair Candyce Fluehr Chimera called the meeting to order at 7:00 p.m.

**IN ATTENDANCE:**

Chair Candyce Fluehr Chimera  
Supervisor Beth A. Staab  
Supervisor Audrey R. Ware  
Township Solicitor Sean Kilkenny, Esq.  
Township Manager Carolyn McCreary

**ALSO IN ATTENDANCE:**

Police Chief J. Scott Bendig  
Fire Chief Bill Wiegman  
Director of Finance Brian Shapiro  
Director of Public Works Greg Reiff  
Asst. Director of Planning Marianne McConnell  
Director of Comm Ctr. & Recreation Floyd Shaffer  
Director of Information Technology Rich Grier  
Recording Secretary Deborah A. Rivas

**ABSENT:**

Supervisor Tanya C. Bamford  
Supervisor Annette M. Long

**2. & 3. Pledge of Allegiance and Announcements:** Following the Pledge of Allegiance, Ms. Chimera announced that National Night Out will be held this year on Tuesday, August 1, 2023, from 6:00 p.m. to 9:00 p.m. at the William F. Maule Park at Windlestrae. The Junior Firefighter Academy will be held on August 17<sup>th</sup> from 9:00 a.m. to 2:30 p.m. at Spring Valley Park. This event is for ages 11-15. Cadets must register and space is limited. Registration information can be found at montcrc.com.

**4. Public Comment:** Ms. Chimera called for public comment from the audience and there was none.

**5. Consent Agenda:**

**MOTION:** Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried, the minutes of the June 12, 2023 Board meeting, the ratification of bills paid through July 5, 2023, and the payment of bills list dated July 10, 2023, were approved as submitted.

**Recognition:**

**6. Retirement of Bruce Shoupe, Director of Planning and Zoning:** The Board recognized Bruce Shoupe on his retirement as the Director of Planning and Zoning. Mr. Shoupe will officially retire on July 12, 2023. He was hired on October 16, 2006 and oversaw the operations of the department, steering a number of significant land development projects in the Township.

**MOTION:** Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried, the Board approved Resolution 2023-11, commending Bruce Shoupe on his

**retirement and thanking him for his 16 years of service and dedication to Montgomery Township.**

**7. Retirement of Police Canine Odin:** Chief Bendig announced that earlier this year, Canine Odin retired after eight years of service to the Montgomery Township Police Department. Odin entered service in 2016, serving as a dual-purpose canine, specializing in both patrol work and drug detection. During his career, Canine Odin and his handler, Officer Dan Rose, responded to over 550 calls for service. This team also competed yearly in the United States Police Canine Association Police field trials and served with distinction as a unit for Montgomery County SWAT-Central Region.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Ware, and unanimously carried, the Board recognized Canine Odin for his eight years of service to the Police Department and the citizens of Montgomery Township.**

**8. Partnership TMA 30<sup>th</sup> Anniversary –** Jacqui Baxter-Collins, Executive Director for the Partnership TMA of Montgomery County, stated that the Partnership TMA is the local transportation management association for the region and this year they are celebrating their 30<sup>th</sup> anniversary. As a local non-profit agency based here in the Township, they have enjoyed a long collaboration with Montgomery Township, which was one of the first members, having joined in 1994. Ms. McCreary currently serves as a member of their Board of Directors and Ms. Baxter-Collins serves on the Township's Business Development Partnership. Ms. Baxter-Collins thanked the Board for their ongoing support of the partnership and presented a plaque recognizing the Township's membership for the past 29 years.

**9. Parks and Recreation Professionals Day:** Ms. McCreary announced that Montgomery Township is proud of its beautiful parks and its recreational opportunities for our residents, visitors, and guests. The hard work that goes into providing these amenities which enhance our community can often go unnoticed. We are fortunate to have a group of dedicated employees working diligently to bring recreational activities for all ages including those held at the Community and Recreation Center, Kids University, and Autumn Festival.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Ware, and unanimously carried, the Board approved Resolution 2023-12, proclaiming July 21, 2023, as Pennsylvania Park and Recreation Professionals Day.**

**Presentation:**

**10. Parks and Recreation Board – Future Parks Projects:** Park Board members Jeremy Dombrowski, Lynne Reamer, and Moira Giordano presented their recommendations for a future capital park project. The Park Board is proposing to utilize the vacant Windlestrae House which is in the William F. Maule Park section of Windlestrae Park. The group is interested in using the building for art, music, cultural and educational programs, as an extension of the programming that occurs at the Community and Recreation Center. In addition, the exterior of the house could

be used for nature awareness programs and education on the many different species of plants and animals that are native to the park. It was acknowledged that the house needs significant work and the Park Board asked for the Board's approval to have a feasibility study done to determine what would be needed to make the house usable. The Board was favorable to the project. Ms. McCreary said that the Township could obtain a proposal to do a feasibility study and based on the cost and availability of funds, with Board approval, it could be done this year, or the study would be budgeted for next year.

**Public Safety:**

**11. Painting of the Exterior of Battalion 1 and 2 Firehouses:** Chief Wiegman reported that the cost for the painting of the exteriors of Battalion 1 and 2 was allocated in the 2023 Capital Investment Plan. Three quotes were obtained from local painting companies and the lowest quote was from Quaker City Painting in the amount of \$8,007.50. The painting of the firehouses will occur over the summer of 2023.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried, the Board authorized the painting of the exterior of the Battalion 1 and Battalion 2 firehouses for \$8,007.50 per the quote provided by Quaker City Painting.**

**12. Sidewalk and Rectangular Rapid Flashing Beacon Installation on Stump Road:** Ms. McCreary reported that as part of the Township's continuing efforts to promote walkability, staff has identified a gap along Stump Road and is seeking the Board's consensus to include this in the Capital Investment Plan. The project would involve installing a sidewalk on Stump Road beginning across from the Village Shopping Center to ultimately connect to the Community and Recreation Center. The proposal also includes the installation of a rectangular rapid flashing beacon (RRFB) at the crosswalk in front of the shopping center. Ms. McCreary stated that if the Board was in favor of the project, staff and consultants will determine a cost estimate and investigate grant opportunities. The board consensus was in favor of pursuing the project for next year.

**Planning:**

**13. Review of Zoning Hearing Board Applications:** Ms. McConnell identified the pending hearings before the August 2, 2023 Zoning Hearing Board. Application 23070001 is for Edwin & Daria Leshner at 100 Auburn Circle for a variance to install a six-foot solid fence in a desired location just inside the property line where a minimum of 15 feet is required. Application #23070002 – is for Tony and Anh Moawad at 102 Potters Way for a variance to install a bilco door 9 feet from the side property line where a minimum of 15 feet is required.

**Board consensus was not to enter an appearance for the applications, allowing the Zoning Hearing Board to render decisions based on the testimony presented.**

**Administration and Finance:**

**14a. Ratification of Real Estate Tax Appeal Settlement – 544 Dekalb Pike:** Mr. Shapiro reported that in 2020, the owners of the property at 544 Dekalb Pike filed an assessment appeal. The assessed value of the property is \$7,457,590. The proposed settlement negotiated between the School District and the Taxpayer resulted in the Township issuing a refund of \$7,586.49 (\$1,747.02 for tax year 2021, \$2,919.52 for tax year 2022, and \$2,919.95 for tax year 2023).

**MOTION:** Upon motion by Ms. Chimera, seconded by Ms. Ware, and unanimously carried, the Board approved the stipulated settlement for 544 Dekalb Pike, and authorize the Township Solicitor to execute the document on behalf of the Township.

**14b. Ratification of Real Estate Tax Appeal Settlement – 1200 Welsh Road:** Mr. Shapiro reported that the North Penn School District filed an appeal against the property owners of 1200 Welsh Road, owned by Brotherhood LP, which is a McDonald's restaurant. The assessed value of the property is \$555,790. Based upon the applicable Common Level Ratio, the assessed value would become \$831,720.00, increasing the assessed value. Based on the proposed settlement, the property owner would owe the Township \$1,374.14 (\$687.07 for tax year 2022 and \$687.07 for tax year 2023).

**MOTION:** Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried, the Board approved the stipulated settlement for 1200 Welsh Road, and authorize the Township Solicitor to execute the document on behalf of the Township.

**15. Award of Bids for Municibid Online Surplus Asset Sale:** Mr. Shapiro reported that the bids for the authorized sale of Township surplus assets through the online auction Municibid have been completed and tabulated. The Township will receive \$9,900.00 for the sale of surplus assets.

**MOTION:** Upon motion by Ms. Chimera, seconded by Ms. Staab and unanimously carried, the Board authorized the sale of the 2016 Ford Explorer Police Interceptor Utility vehicle to Christian Porras for \$7,100 and the sale of the 2014 Dodge Charger Pursuit to Anthony Malin for \$2,800.00.

**Public Works:**

**15. Award of Contract for the Richardson Road Culvert Replacement:** Mr. Reiff reported that bids were received and opened utilizing PennBid on June 19, 2023. Gilmore and Associates, the Township Engineer reviewed the six (6) bids ranging from \$285,247.92 to \$369,642.00 and recommended the award of the bid to Fedele Contractors, the lowest responsible bidder with a bid of \$285,247.92. Under public comment, Christine Tumpak of 100 County Line Road, inquired if there was a start date for this project. Mr. Reiff stated that once the contractor is notified of the award for the project, staff and consultants will meet to discuss the project timeline.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried, the Board awarded the contract for the Richardson Road Culvert Replacement to Fedele Contractors, Inc. the lowest responsible bidder, in the amount of \$285,247.92 per the recommendation of Gilmore & Associates, Township Engineer.**

**Old Business:** None.

**New Business:** Ms. Staab announced that the Bharatiya Temple will be hosting an Indian Festival with over 4,000 attendees expected. There is a two-day event during the festival on Saturday and Sunday, September 23 and 24 and Ms. Staab would like the Township to have a table at the festival. Volunteers and employees could volunteer to staff the table over the two-day event. Ms. Staab will obtain more information.

**14. Adjournment:** Upon motion by Ms. Chimera and seconded by Ms. Staab, the meeting was adjourned at 7:52 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary



# Montgomery Township, PA

## My Check Report

By Check Number

Date Range: 07/07/2023 - 07/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOL AP-APBNK						
100001631	BRIDGE GLOBAL SERVICES	07/11/2023	Regular	0.00	421.25	95591
01076	LUCAS RAMLER	07/11/2023	Regular	0.00	712.93	95592
01077	MATTHEW RISELL	07/11/2023	Regular	0.00	2,047.77	95593
01053	NAND TODI	07/11/2023	Regular	0.00	40,592.52	95594
100000892	ADAM ZWISLEWSKI	07/14/2023	Regular	0.00	350.00	95595
100000876	ALEXANDER J. DEANGELIS	07/14/2023	Regular	0.00	50.00	95596
100001754	ALEXANDER L. AVALLON III	07/14/2023	Regular	0.00	50.00	95597
100000888	ANDREW WEINER	07/14/2023	Regular	0.00	250.00	95598
100001890	ANGEL G. MEJIAS	07/14/2023	Regular	0.00	650.00	95599
100001978	ANTHONY ZIRPOLI	07/14/2023	Regular	0.00	150.00	95600
100001244	BRANDI BLUSIEWICZ	07/14/2023	Regular	0.00	150.00	95601
100000979	BRANDON UZDIENSKI	07/14/2023	Regular	0.00	50.00	95602
100001080	BRIAN GRABER	07/14/2023	Regular	0.00	100.00	95603
100000878	CARL F. HERR	07/14/2023	Regular	0.00	150.00	95604
100001879	CARLOS A. GONZALEZ JR	07/14/2023	Regular	0.00	50.00	95605
100000893	DONALD B.TUCKER III	07/14/2023	Regular	0.00	50.00	95606
00000967	DVHT DELAWARE VALLEY HEALTH TRUST	07/14/2023	Regular	0.00	191,408.27	95607
100001994	JOHN BERESCHAK	07/14/2023	Regular	0.00	150.00	95608
100001661	KYLE W. STUMP	07/14/2023	Regular	0.00	200.00	95609
100002165	LUKE KIRCHNER	07/14/2023	Regular	0.00	100.00	95610
100000875	MICHAEL H. BEAN	07/14/2023	Regular	0.00	150.00	95611
100001926	MICHAEL J. KUNZIG	07/14/2023	Regular	0.00	100.00	95612
100000885	MICHAEL SHEARER	07/14/2023	Regular	0.00	100.00	95613
PAYR-IAFF	Montgomery Township Professional	07/14/2023	Regular	0.00	261.58	95614
100002199	PATRICK KERR	07/14/2023	Regular	0.00	100.00	95615
100000890	PAUL R. MOGENSEN	07/14/2023	Regular	0.00	50.00	95616
100001010	RACHEL GIBSON	07/14/2023	Regular	0.00	300.00	95617
100000886	RACHEL TROUTMAN	07/14/2023	Regular	0.00	100.00	95618
PAYR-FITW	UNITED STATES TREASURY	07/14/2023	Regular	0.00	870.00	95619
00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	07/21/2023	Regular	0.00	3,627.79	95620
00000006	ACME UNIFORMS FOR INDUSTRY	07/21/2023	Regular	0.00	599.45	95621
00001202	AIRGAS, INC.	07/21/2023	Regular	0.00	314.15	95622
00000345	ALPHAGRAPHS LANSDALE	07/21/2023	Regular	0.00	864.42	95623
01078	ALYSHA CARDULLO	07/21/2023	Regular	0.00	146.00	95624
100000814	AMAZON.COM SERVICES, INC	07/21/2023	Regular	0.00	1,882.59	95625
100001828	ARAMSCO, INC.	07/21/2023	Regular	0.00	89.62	95626
00000027	ARMOUR & SONS ELECTRIC, INC.	07/21/2023	Regular	0.00	1,638.27	95627
100001756	BEG BORROW AND STEEL	07/21/2023	Regular	0.00	900.00	95628
00000043	BERGEY'S	07/21/2023	Regular	0.00	108.94	95629
01096	Brian Sullivan	07/21/2023	Regular	0.00	236.00	95630
100001762	BRITTON INDUSTRIES, INC.	07/21/2023	Regular	0.00	300.46	95631
100000405	C.E.S.	07/21/2023	Regular	0.00	115.35	95632
00000072	CANON FINANCIAL SERVICES, INC	07/21/2023	Regular	0.00	1,996.38	95633
00001601	CDW GOVERNMENT, INC.	07/21/2023	Regular	0.00	184.30	95634
100001783	CHICO'S VIBE	07/21/2023	Regular	0.00	2,000.00	95635
01083	CHOI SIM KAN	07/21/2023	Regular	0.00	146.00	95636
01090	Colliers Engineering	07/21/2023	Regular	0.00	400.00	95637
00000363	COMCAST	07/21/2023	Regular	0.00	575.50	95638
00000335	COMCAST CORPORATION	07/21/2023	Regular	0.00	1,487.71	95639
00000222	COMMONWEALTH PRECAST, INC.	07/21/2023	Regular	0.00	1,960.00	95640
00000329	CRAFCO, INC.	07/21/2023	Regular	0.00	6,384.00	95641
00001891	CREATIVE PRODUCT SOURCING, INC.	07/21/2023	Regular	0.00	580.80	95642
00000629	DAVIDHEISER'S INC.	07/21/2023	Regular	0.00	473.00	95643
100000103	DEEP RUN AQUATIC SERVICES, INC.	07/21/2023	Regular	0.00	8,832.50	95644



## My Check Report

Date Range: 07/07/2023 - 07/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
100001986	DELCO STORM AND SEWER SERVICES LLC	07/21/2023	Regular	0.00	1,800.00	95645
00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	07/21/2023	Regular	0.00	560.78	95646
01068	DENNEY ELECTRIC SUPPLY	07/21/2023	Regular	0.00	9,023.20	95647
00001460	DJB SPECIALTIES, INC.	07/21/2023	Regular	0.00	630.00	95648
100000213	DOG TOWN	07/21/2023	Regular	0.00	695.93	95649
00002030	DON DOUGHERTY	07/21/2023	Regular	0.00	250.00	95650
01087	Dylan Patterson	07/21/2023	Regular	0.00	49.50	95651
00902974	EASTERN STATES INC.	07/21/2023	Regular	0.00	1,200.00	95652
00000152	ECKERT SEAMANS CHERIN &	07/21/2023	Regular	0.00	2,100.00	95653
03214663	ELITE 3 FACILITIES MAINTNEANCE, LLC	07/21/2023	Regular	0.00	5,175.00	95654
100001072	ERIC SCOTT STEPHENS	07/21/2023	Regular	0.00	1,800.00	95655
00903110	ESTABLISHED TRAFFIC CONTROL	07/21/2023	Regular	0.00	3,538.28	95656
100001991	EUROFINS ENVIRONMENTAL TESTING	07/21/2023	Regular	0.00	442.50	95657
00000169	FEDEX	07/21/2023	Regular	0.00	74.33	95658
00001466	FEDEX OFFICE	07/21/2023	Regular	0.00	27.44	95659
100001047	FIRST STUDENT, INC	07/21/2023	Regular	0.00	2,437.50	95660
00000180	FRANK CALLAHAN COMPANY, INC.	07/21/2023	Regular	0.00	53.26	95661
100001602	FRANK J. BLUSIEWICZ JR	07/21/2023	Regular	0.00	100.00	95662
100001744	FUNDAMENTAL TENNIS	07/21/2023	Regular	0.00	1,244.00	95663
00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	07/21/2023	Regular	0.00	1,104.00	95664
00000817	GILMORE & ASSOCIATES, INC.	07/21/2023	Regular	0.00	104,142.61	95665
	**Void**	07/21/2023	Regular	0.00	0.00	95666
00000198	GLASGOW, INC.	07/21/2023	Regular	0.00	205.67	95667
00000219	GLOBAL INDUSTRIAL	07/21/2023	Regular	0.00	132.35	95668
00000223	GUIDEMARK, INC.	07/21/2023	Regular	0.00	8,318.45	95669
00000114	HARLEYSVILLE MATERIALS, LLC	07/21/2023	Regular	0.00	256.14	95670
00000903	HOME DEPOT CREDIT SERVICES	07/21/2023	Regular	0.00	410.33	95671
00000102	INTERSTATE BATTERY SYSTEMS OF	07/21/2023	Regular	0.00	60.95	95672
00000531	INTERSTATE GRAPHICS	07/21/2023	Regular	0.00	755.00	95673
01091	Jamison Home Services	07/21/2023	Regular	0.00	50.00	95674
100001997	JEN AMES	07/21/2023	Regular	0.00	137.38	95675
100000830	JOE CARDAMONE	07/21/2023	Regular	0.00	149.00	95676
100000881	JOHN H. MOGENSEN	07/21/2023	Regular	0.00	200.00	95677
01097	John Kerrigan & Samantha Smith	07/21/2023	Regular	0.00	1,200.00	95678
00000257	JOHN R. YOUNG & COMPANY	07/21/2023	Regular	0.00	19.25	95679
01082	JUNIPER HELLER	07/21/2023	Regular	0.00	490.00	95680
100000554	KEITH GRIERSON	07/21/2023	Regular	0.00	50.00	95681
00000261	KERSHAW & FRITZ TIRE SERVICE, INC.	07/21/2023	Regular	0.00	1,144.32	95682
01093	Kevin Doyle	07/21/2023	Regular	0.00	370.00	95683
100001811	KEYSTONE MUNICIPAL SERVICES, INC.	07/21/2023	Regular	0.00	25,425.00	95684
01086	Khodiyar Properties	07/21/2023	Regular	0.00	1,200.00	95685
100001254	KILCOYNE & KELM, LLC	07/21/2023	Regular	0.00	3,363.75	95686
100001592	KILKENNY LAW, LLC	07/21/2023	Regular	0.00	8,047.25	95687
01036	KRISHNA GUDAPATI	07/21/2023	Regular	0.00	1,229.00	95688
01094	Lauren Wowk	07/21/2023	Regular	0.00	75.00	95689
00001706	LOWE'S COMPANIES INC.	07/21/2023	Regular	0.00	32.16	95690
01092	Marie Thompson-Bell	07/21/2023	Regular	0.00	45.00	95691
00000055	MARK MANJARDI	07/21/2023	Regular	0.00	1,050.00	95692
00002021	MARRIOTT'S EMERGENCY EQUIPMENT	07/21/2023	Regular	0.00	240.00	95693
00000201	MASTERTECH AUTO SERVICE, LLC	07/21/2023	Regular	0.00	47.87	95694
00001330	MCCALLION STAFFING SPECIALISTS	07/21/2023	Regular	0.00	734.40	95695
01095	Megan Macwilliams	07/21/2023	Regular	0.00	630.00	95696
PAYR-IAFF	Montgomery Township Professional	07/21/2023	Regular	0.00	284.86	95697
100002043	MUNICIPAL EMERGENCY SERVICES	07/21/2023	Regular	0.00	79.84	95698
100002189	NESSIM RENOVATIONS	07/21/2023	Regular	0.00	3,400.00	95699
100000728	NORTH WALES WATER AUTHORITY	07/21/2023	Regular	0.00	27.60	95700
00000356	NORTH WALES WATER AUTHORITY	07/21/2023	Regular	0.00	78.71	95701
00001813	OCCUPATIONAL HEALTH CENTERS	07/21/2023	Regular	0.00	158.30	95702
100001969	ODP BUSINESS SOLUTIONS, LLC	07/21/2023	Regular	0.00	268.20	95703
100002222	PA DEPARTMENT OF TRANSPORTATION	07/21/2023	Regular	0.00	9.00	95704
100000039	PA TURNPIKE TOLL BY PLATE	07/21/2023	Regular	0.00	8.80	95705

## My Check Report

Date Range: 07/07/2023 - 07/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
100001721	PATRICIA A. GALLAGHER	07/21/2023	Regular	0.00	726.09	95706
00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	07/21/2023	Regular	0.00	404.89	95707
100000923	PETER BYRNE	07/21/2023	Regular	0.00	2,483.99	95708
100000755	PETROLEUM TRADERS CORP.	07/21/2023	Regular	0.00	4,387.85	95709
100000754	PETROLEUM TRADERS CORP.	07/21/2023	Regular	0.00	3,704.34	95710
01098	Philip DiAntonio	07/21/2023	Regular	0.00	1,200.00	95711
00000252	PURE CLEANERS	07/21/2023	Regular	0.00	632.00	95712
01084	Quaker City Painting	07/21/2023	Regular	0.00	8,007.50	95713
100001637	QUILL LLC	07/21/2023	Regular	0.00	355.92	95714
00906102	READY REFRESH	07/21/2023	Regular	0.00	167.72	95715
100000780	RHYTHM ENGINEERING	07/21/2023	Regular	0.00	500.00	95716
00001812	ROBERT J. JOHNSON JR.	07/21/2023	Regular	0.00	138.84	95717
00000969	SAFETY-KLEEN SYSTEMS, INC.	07/21/2023	Regular	0.00	216.79	95718
00000465	SHAPIRO FIRE PROTECTION COMPANY	07/21/2023	Regular	0.00	120.46	95719
00000833	SHERWIN WILLIAMS COMPANY	07/21/2023	Regular	0.00	35.52	95720
00001030	SIGNAL CONTROL PRODUCTS, LLC	07/21/2023	Regular	0.00	840.00	95721
00001394	STANDARD INSURANCE COMPANY	07/21/2023	Regular	0.00	8,666.94	95722
100000701	STAPLES BUSINESS CREDIT	07/21/2023	Regular	0.00	513.31	95723
01085	Stephanie Disantis	07/21/2023	Regular	0.00	1,200.00	95724
100001749	STRATEGIC INVESTIGATIVE RESOURCES	07/21/2023	Regular	0.00	1,385.00	95725
100001430	SUN IM	07/21/2023	Regular	0.00	250.00	95726
100002017	TD CARD SERVICES	07/21/2023	Regular	0.00	10,260.30	95727
100000835	TELFORD 55 ENTERPRISES	07/21/2023	Regular	0.00	430.75	95728
100000585	THE CHAMBER OF COMMERCE FOR	07/21/2023	Regular	0.00	655.00	95729
00001273	TIM KUREK	07/21/2023	Regular	0.00	1,000.00	95730
00000506	TRANS UNION LLC	07/21/2023	Regular	0.00	90.00	95731
00000699	TURF EQUIPMENT AND SUPPLY CO.	07/21/2023	Regular	0.00	5,924.10	95732
100000408	VAULT HEALTH	07/21/2023	Regular	0.00	230.85	95733
100000209	VERITIV	07/21/2023	Regular	0.00	7.95	95734
00000040	VERIZON	07/21/2023	Regular	0.00	289.00	95735
100000854	VINAY P. SETTY	07/21/2023	Regular	0.00	140.00	95736
100000891	VINCENT ZIRPOLI	07/21/2023	Regular	0.00	420.00	95737
01080	VINOD KUMAR	07/21/2023	Regular	0.00	158.00	95738
00001329	WELDON AUTO PARTS	07/21/2023	Regular	0.00	138.91	95739
100001888	WILLIAM TUTTLE	07/21/2023	Regular	0.00	50.00	95740
00001084	WITMER ASSOCIATES, INC.	07/21/2023	Regular	0.00	1,852.83	95741
00000550	ZEP MANUFACTURING COMPANY	07/21/2023	Regular	0.00	377.46	95742

## Bank Code POOL AP Summary

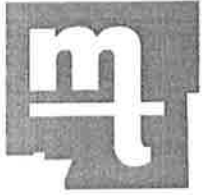
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	301	151	0.00	530,351.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>301</b>	<b>152</b>	<b>0.00</b>	<b>530,351.77</b>

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	301	151	0.00	530,351.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	301	152	0.00	530,351.77

Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	7/2023	530,351.77
			530,351.77



Montgomery Township, PA

# My Check Report

By Check Number

Date Range: 07/25/2023 - 08/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: POOL AP-APBNK</b>						
01099	Costco Wholesale Corporation	07/26/2023	Regular	0.00	1,015,030.01	95743
03214568	Fulton Cardmember Services	07/26/2023	Regular	0.00	1,039.04	95744
100000107	4Imprint, Inc.	08/03/2023	Regular	0.00	704.24	95745
00002050	A To Z Party Rental	08/03/2023	Regular	0.00	4,100.00	95746
00000006	Acme Uniforms For Industry	08/03/2023	Regular	0.00	675.66	95747
100002231	Adam J. Morrow	08/03/2023	Regular	0.00	250.00	95748
100000892	Adam Zwislewski	08/03/2023	Regular	0.00	140.00	95749
100000876	Alexander J. Deangelis	08/03/2023	Regular	0.00	50.00	95750
100001754	Alexander L. Avallon III	08/03/2023	Regular	0.00	50.00	95751
100000814	Amazon.Com Services, Inc	08/03/2023	Regular	0.00	2,406.01	95752
100001705	Andrew Backlund	08/03/2023	Regular	0.00	650.00	95753
100000888	Andrew Weiner	08/03/2023	Regular	0.00	200.00	95754
100001890	Angel G. Mejias	08/03/2023	Regular	0.00	700.00	95755
100002037	Anthony Rubas	08/03/2023	Regular	0.00	39.98	95756
100001828	Aramco, Inc.	08/03/2023	Regular	0.00	175.98	95757
00000027	Armour & Sons Electric, Inc.	08/03/2023	Regular	0.00	236.25	95758
00000340	B Safe Inc.	08/03/2023	Regular	0.00	1,090.63	95759
100002192	Beanie Bounce Party Rentals	08/03/2023	Regular	0.00	5,038.40	95760
100002132	Bergey's	08/03/2023	Regular	0.00	526.74	95761
100001244	Brandi Blusiewicz	08/03/2023	Regular	0.00	150.00	95762
100000979	Brandon Uzdzienski	08/03/2023	Regular	0.00	50.00	95763
100001080	Brian Graber	08/03/2023	Regular	0.00	100.00	95764
100001762	Britton Industries, Inc.	08/03/2023	Regular	0.00	195.00	95765
100000331	BSN Sports, LLC	08/03/2023	Regular	0.00	399.99	95766
100000414	Bucks County Community College	08/03/2023	Regular	0.00	2,850.00	95767
100000405	C.E.S.	08/03/2023	Regular	0.00	37.32	95768
100000878	CARL F. HERR	08/03/2023	Regular	0.00	100.00	95769
00000363	COMCAST	08/03/2023	Regular	0.00	10.53	95770
100002088	CRASH CHAMPIONS #0504	08/03/2023	Regular	0.00	5,328.90	95771
00001891	CREATIVE PRODUCT SOURCING, INC.	08/03/2023	Regular	0.00	195.00	95772
00000554	Darren Garrett	08/03/2023	Regular	0.00	24.99	95773
100002196	Demanet Bite Suits	08/03/2023	Regular	0.00	1,695.00	95774
00001460	DJB Specialties, Inc.	08/03/2023	Regular	0.00	2,204.25	95775
100000893	Donald B.Tucker III	08/03/2023	Regular	0.00	50.00	95776
00000967	DVHT Delaware Valley Health Trust	08/03/2023	Regular	0.00	187,786.96	95777
00001332	Eagle Power & Equipment Corp	08/03/2023	Regular	0.00	770.75	95778
00000152	Eckert Seamans Cherin &	08/03/2023	Regular	0.00	1,420.00	95779
100000817	ESO Solutions, Inc.	08/03/2023	Regular	0.00	8,089.44	95780
00001057	ESRI	08/03/2023	Regular	0.00	27,500.00	95781
00000161	Eureka Stone Quarry, Inc.	08/03/2023	Regular	0.00	1,235.42	95782
100001991	Eurofins Environmental Testing	08/03/2023	Regular	0.00	295.00	95783
00000169	FedEx	08/03/2023	Regular	0.00	190.18	95784
00001466	FedEx Office	08/03/2023	Regular	0.00	10.00	95785
100001047	First Student, Inc	08/03/2023	Regular	0.00	1,575.00	95786
100000469	Fishers Ace Hardware	08/03/2023	Regular	0.00	25.98	95787
00002052	Foremost Promotions	08/03/2023	Regular	0.00	480.00	95788
100001602	Frank J. Blusiewicz Jr	08/03/2023	Regular	0.00	150.00	95789
100001744	Fundamental Tennis	08/03/2023	Regular	0.00	2,042.00	95790
00001852	G.L. Sayre, Inc.	08/03/2023	Regular	0.00	705.52	95791
00000188	Galls, An Aramark Co., LLC	08/03/2023	Regular	0.00	243.99	95792
00000193	George Allen Portable Toilets, Inc.	08/03/2023	Regular	0.00	224.00	95793
100000573	Gillidsystems	08/03/2023	Regular	0.00	470.00	95794
00000817	Gilmore & Associates, Inc.	08/03/2023	Regular	0.00	5,400.24	95795
00000198	Glasgow, Inc.	08/03/2023	Regular	0.00	586.96	95796

## My Check Report

Date Range: 07/25/2023 - 08/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00001323	Glick Fire Equipment Company Inc	08/03/2023	Regular	0.00	1,904.75	95797
00000608	Goose Squad L.L.C.	08/03/2023	Regular	0.00	900.00	95798
00000229	Grainger	08/03/2023	Regular	0.00	35.70	95799
00000213	Hajoca Corporation	08/03/2023	Regular	0.00	39.25	95800
00001793	Hilltown Township	08/03/2023	Regular	0.00	7,273.16	95801
00000903	Home Depot Credit Services	08/03/2023	Regular	0.00	770.66	95802
00441122	Horsham Car Wash	08/03/2023	Regular	0.00	624.00	95803
00000102	Interstate Battery Systems Of	08/03/2023	Regular	0.00	599.80	95804
100001994	JOHN BERESCHAK	08/03/2023	Regular	0.00	150.00	95805
100000881	JOHN H. MOGENSEN	08/03/2023	Regular	0.00	150.00	95806
01097	John Kerrigan & Samantha Smith	08/03/2023	Regular	0.00	800.00	95807
00000740	K.J. Door Services Inc.	08/03/2023	Regular	0.00	200.00	95808
100000554	Keith Grierson	08/03/2023	Regular	0.00	50.00	95809
100002042	Kenco Hydraulics	08/03/2023	Regular	0.00	36.76	95810
01110	KIR Montgomery 049 LLC	08/03/2023	Regular	0.00	1,589.19	95811
00001296	Knox Associates, Inc.	08/03/2023	Regular	0.00	210.00	95812
100001661	Kyle W. Stump	08/03/2023	Regular	0.00	200.00	95813
01105	Larry Vaksman	08/03/2023	Regular	0.00	200.00	95814
100002121	Lauren K Maxwell	08/03/2023	Regular	0.00	100.00	95815
100000948	Lower Gwynedd Township	08/03/2023	Regular	0.00	456.95	95816
100002165	Luke Kirchner	08/03/2023	Regular	0.00	50.00	95817
00000675	MAGLOCLIN	08/03/2023	Regular	0.00	400.00	95818
00000201	MASTERTECH AUTO SERVICE, LLC	08/03/2023	Regular	0.00	547.24	95819
00001330	MCCALLION STAFFING SPECIALISTS	08/03/2023	Regular	0.00	489.60	95820
01095	Megan Macwilliams	08/03/2023	Regular	0.00	75.00	95821
100002177	MICHAEL BEAN	08/03/2023	Regular	0.00	150.00	95822
100001926	MICHAEL J. KUNZIG	08/03/2023	Regular	0.00	50.00	95823
100000885	MICHAEL SHEARER	08/03/2023	Regular	0.00	100.00	95824
100000188	MJ EARL	08/03/2023	Regular	0.00	572.70	95825
00001788	MONTGOMERY TOWNSHIP	08/03/2023	Regular	0.00	585.00	95826
00000324	MOYER INDOOR / OUTDOOR	08/03/2023	Regular	0.00	345.28	95827
00665599	MYREC.COM	08/03/2023	Regular	0.00	6,350.00	95828
00000540	MYSTIC PIZZA	08/03/2023	Regular	0.00	3,134.00	95829
100001589	Nagle Elevator Inspection & Testing	08/03/2023	Regular	0.00	85.00	95830
01109	National Retail Properties Trust	08/03/2023	Regular	0.00	314.23	95831
00000270	Nyce Crete And Landis Concrete	08/03/2023	Regular	0.00	177.80	95832
100001567	Omega Systems Consultants, Inc.	08/03/2023	Regular	0.00	5,715.00	95833
100002199	Patrick Kerr	08/03/2023	Regular	0.00	50.00	95834
100000890	Paul R. Mogensen	08/03/2023	Regular	0.00	100.00	95835
00000397	PECO Energy	08/03/2023	Regular	0.00	1,711.60	95836
00000399	PECO Energy	08/03/2023	Regular	0.00	4,567.32	95837
100000755	Petroleum Traders Corp.	08/03/2023	Regular	0.00	2,602.88	95838
100000754	Petroleum Traders Corp.	08/03/2023	Regular	0.00	3,525.08	95839
00000009	Petty Cash	08/03/2023	Regular	0.00	251.49	95840
100001010	Rachel Gibson	08/03/2023	Regular	0.00	400.00	95841
100000886	Rachel Troutman	08/03/2023	Regular	0.00	50.00	95842
00002033	Republic Services No. 320	08/03/2023	Regular	0.00	2,519.10	95843
100000780	Rhythm Engineering	08/03/2023	Regular	0.00	150.00	95844
100002129	Robert H. Grunmeier II	08/03/2023	Regular	0.00	50.00	95845
00000653	Scatton'S Heating & Cooling, Inc.	08/03/2023	Regular	0.00	420.00	95846
00001618	Sealmaster	08/03/2023	Regular	0.00	5,726.44	95847
00000465	Shapiro Fire Protection Company	08/03/2023	Regular	0.00	619.89	95848
00000833	Sherwin Williams Company	08/03/2023	Regular	0.00	280.23	95849
00001910	Signalscape, Inc.	08/03/2023	Regular	0.00	1,732.52	95850
100000701	Staples Business Credit	08/03/2023	Regular	0.00	633.75	95851
00661122	Tees With a Purpose	08/03/2023	Regular	0.00	168.00	95852
00001771	Timac Agro USA	08/03/2023	Regular	0.00	1,661.75	95853
00000239	Town Communications	08/03/2023	Regular	0.00	1,425.00	95854
00000040	Verizon	08/03/2023	Regular	0.00	587.07	95855
00000040	Verizon	08/03/2023	Regular	0.00	186.07	95856
00000040	Verizon	08/03/2023	Regular	0.00	364.30	95857

## My Check Report

Date Range: 07/25/2023 - 08/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00000040	Verizon	08/03/2023	Regular	0.00	39.54	95858
00000040	Verizon	08/03/2023	Regular	0.00	560.16	95859
00000040	Verizon	08/03/2023	Regular	0.00	269.00	95860
00000040	Verizon	08/03/2023	Regular	0.00	67.39	95861
00000038	Verizon Wireless Services, LLC	08/03/2023	Regular	0.00	4,989.15	95862
100000854	Vinay P. Setty	08/03/2023	Regular	0.00	560.00	95863
100000891	Vincent Zirpoli	08/03/2023	Regular	0.00	280.00	95864
00001329	Weldon Auto Parts	08/03/2023	Regular	0.00	454.41	95865
00000632	West Generator Services Inc.	08/03/2023	Regular	0.00	7,851.00	95866
100001013	William F. Wiegman III	08/03/2023	Regular	0.00	255.80	95867
100001013	William F. Wiegman III	08/03/2023	Regular	0.00	804.66	95868
00001084	Witmer Associates, Inc.	08/03/2023	Regular	0.00	45,258.07	95869

## Bank Code POOL AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	189	127	0.00	1,412,298.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>189</b>	<b>127</b>	<b>0.00</b>	<b>1,412,298.10</b>

**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	189	127	0.00	1,412,298.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>189</b>	<b>127</b>	<b>0.00</b>	<b>1,412,298.10</b>

**Fund Summary**

Fund	Name	Period	Amount
99	Claim on Pooled Cash	7/2023	1,016,069.05
99	Claim on Pooled Cash	8/2023	396,229.05
			<b>1,412,298.10</b>

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #06d

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**SUBJECT:** Construction Escrow Release 11 & End of Maintenance – Maple Drive/Crystal Road Townhouse Project - LDS 639  
**MEETING DATE:** August 14, 2023  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chairwoman  
**INITIATED BY:** Marianne McConnell, Assistant Director of Planning and Zoning

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**BACKGROUND:**

Attached is a construction escrow release and end of maintenance requested by Mansfield Development for Maple Dr/Crystal Road Townhouse Project – LDS#639, as recommended by the Township Engineer.

The Township Engineer recommends the conclusion of the maintenance period and the release of the letter of credit in the amount of \$119,948.41 that is held for maintenance security.

**MOTION/RESOLUTION:**

**Motion** to authorize as part of the consent agenda





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

**VIA EMAIL**

August 2, 2023

File No. 2012-10074

Ms. Carolyn McCreary, Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

Reference: Maple Dr / Crystal Rd Townhouse Project – LD/S #639  
Financial Security Release 11 – End of Maintenance

Dear Carolyn:

The developer has satisfactorily addressed the punch list items noted in our end of maintenance letter dated July 26, 2022. We recommend conclusion of the maintenance period and release of the letter of credit in the amount of \$119,948.41 that is held for maintenance security. We recommend this be contingent upon the developer satisfying all outstanding Township invoices related to this project.

Should you have any further questions or require any additional information, please do not hesitate to contact our office.

Sincerely,

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

JPD/

cc: Marianne McConnell, Assistant Director of Planning & Zoning  
Brian C. Grant - Select Properties  
Stephen Mansfield, Mansfield Development LLC  
Valerie Liggett, R.L.A., Senior Landscape Architect – Gilmore & Associates, Inc.  
Damon A. Drummond, P.E., PTOE, Senior Transportation Engineer – Gilmore & Associates, Inc.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #07

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SUBJECT:	American Red Cross Lifesaving Awards
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Annette M. Long, Vice-Chairwoman
INITIATED BY:	William Wiegman, Fire Chief

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**BACKGROUND:**

On the afternoon of March 16, 2023, Montgomery Township Emergency Services were dispatched to the Montgomery Township Community and Recreation Center for an unconscious male. The patient was playing pickleball at the center when he suffered medical distress. Angelina Capozzi activated the 911 system and began patient care.

Officer Pete Byrne arrived on location and began patient assessment and initiated CPR. Squad 18 arrived on location and took over care. FF Anthony Rubas attached and utilized the AED. FFs Harry Reese and Eoghan Lowry performed CPR. FF Jake Weltman managed the patient's airway and utilized a BVM to deliver breaths and oxygen to the patient. Captain Andrew Backlund supervised the crew's actions and assisted with first aid and patient care.

Horsham EMS arrived on location. Paramedics John Ardiffe and Amanda Csanady and EMTs TJ Stressman and John Schwartz provided Advance Life Support to the patient. Horsham transported the patient to the hospital.

The swift and immediate actions of all parties resulted in saving the patient's life. The patient made a full recovery after suffering a Cardiac Arrest.

**RECOMMENDATION:**

It is the recommendation of Staff that the Board of Supervisors recognize the following individuals for their life-saving actions on March 16, 2023, at the Township's Community and Recreation Center. The individuals were awarded the American Red Cross Lifesaving Award.

Angelina Capozzi, MT CRC	Officer Peter Byrne, MTPD	Captain Andrew Backlund, DFS
FF Harry Reese, DFS	FF Jake Weltman, DFS	FF Anthony Rubas, DFS
FF Eoghan Lowry, DFS	John Ardiffe, Horsham	Amanda Csanady, Horsham
TJ Stressman, Horsham	John Schwartz, Horsham	

**MOTION/RESOLUTION:**

**Motion** to recognize the above individuals for their life-saving actions on March 16, 2023, at the Township's Community and Recreation Center.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



**MONTGOMERY TOWNSHIP  
DEPARTMENT OF FIRE SERVICES**

1001 STUMP ROAD  
MONTGOMERYVILLE, PA 18936-9605

Telephone: 215-393-6935 • Fax: 215-699-1560  
[www.montgomerytwp.org](http://www.montgomerytwp.org)

**WILLIAM F. WIEGMAN III**  
Director of Fire Services  
Fire Marshal  
Emergency Management  
Coordinator

**FIRE MARSHAL**  
215-393-6936

**To: American Red Cross National Lifesaving Award**  
**From: William F. Wiegman, Fire Chief**  
**Date: May 12, 2023**  
**Re: Recommendations for ARC National Lifesaving Award**

On the afternoon of March 16, 2023, Montgomery Township Emergency Services were dispatched to the Montgomery Township Community Recreation Center for an unconscious male. Mr. Emmett Harkins was playing pickleball at the center when he went into medical distress. Mr. Harkins sat down on a chair around the basketball courts. He began to drink water from a small water bottle before he went unconscious, dropped the water bottle, and started to make "snoring noises."

Angelina Capozzi is an employee at the Recreation Center. She is a CPR and First Aid Instructor and provides training for several groups and employees of Montgomery Township. Angelina activated the 911 System by instructing her boss to call for assistance. She made patient contact and began the patient assessment. The patient was unconscious, but Angelina observed that the patient was breathing. Angelina began patient care for an unconscious subject.

Officer Peter Byrne arrived on location. Officer Byrne attempted to wake Mr. Harkins but was unsuccessful. Officer Byrne detected a faint pulse on Harkins' neck and observed what he believed was agonal breathing. Officer Byrne lowered Harkins onto a thin mat on the floor. Officer Byrne rechecked for a pulse, but he could not feel a pulse and Mr. Harkins was no longer breathing. Officer Byrne began CPR.

Squad 18 arrived on location. Captain Andrew Backlund immediately assisted Officer Byrne and began directing the crew of Squad 18. FF Anthony Rubas applied the AED to Mr. Harkins and delivered a shock. FF Harry Reese and FF Eoghan Lowry performed compressions after FF Rubas delivered the shock from the AED. FF Jake Weltman managed Mr. Harkins' airway and utilized a BVM. All Squad 18's crew members were involved in CPR and airway management before the arrival of Horsham EMS. Squad 18's crew reported that they obtained a palpable carotid pulse before transferring care to Horsham EMS.

Horsham EMS arrived on location. John Schwartz and John Ardoff arrived on the first medic unit and TJ Stressman and Amanda Csanady arrived on the second medic unit. Paramedic Csanady provided IO and fluids. She also provided suction and assisted Paramedic Ardoff with airway management. Paramedic Ardoff provided for airway management including assisting fire with OPA and inserting a nasal cannula. Paramedic Adriff provided IV therapy. The EMS crews

provided ventilation and utilized a BVM for the duration of transport. EMTs Schwartz and Stressman assisted the paramedics with all treatments provided and transportation to the hospital.

The swift and immediate action of all parties resulted in saving Mr. Hawkins' life. Mr. Harkins made a full recovery after suffering a cardiac arrest. I recommend that the following providers be recognized for the American Red Cross National Lifesaving Award. Their actions on March 16, 2023, saved Mr. Harkins' life.

Angelina Capozzi, Montgomery Township Community and Recreation Center  
Officer Peter Byrne, MTPD  
Captain Andrew Backlund, MTDFS  
Firefighter Harry Reese, MTDFS  
Firefighter Jake Weltman, MTDFS  
Firefighter Anthony Rubas, MTDFS  
Firefighter Eoghan Lowry, MTDFS  
Paramedic John Ardoff, Horsham EMS  
Paramedic Amanda Csanady, Horsham EMS  
EMT TJ Stessman, Horsham EMS  
EMT John Schwartz, Horsham EMS

Thank you for considering our Team for the American Red Cross National Lifesaving Award. I am extremely proud of our crew's actions on March 16, 2023. I have been in contact with Mr. Harkins' family who stated that he is doing well, and they are very thankful for the lifesaving actions of the first responders.

Respectfully,

A handwritten signature in blue ink, appearing to read 'William Wiegman', with a long horizontal flourish extending to the right.

William Wiegman, MA  
Fire Chief

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #08

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SUBJECT:	Award the Bid for Concrete Work at the Community and Recreation Center
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Annette M. Long, Vice Chairwoman
INITIATED BY:	Carolyn McCreary, Township Manager

---

**BACKGROUND:**

Included in the 2023 budget was a facilities study and report for the Community and Recreation Center (CRC). D'Huy Engineering LLC was hired to inspect the facility and issue a report to the Township.

To ensure that work already identified by staff can be done in a timely manner the Board of Supervisors authorized the advertisement of the bid for the work related to the repairs/replacement of concrete outside of the facility at you public meeting on April 24, 2023. The bid was properly advertised, and a pre-bid meeting was held on July 11<sup>th</sup> at the CRC. Bids were open on July 25<sup>th</sup> and reviewed by D'Huy and Township staff. Three bids were received that included the base bid and alternates for additional concrete work. The bid summary is included in the packet. If the bid is awarded this evening work would be expected to begin towards the end of August.

**BUDGET IMPACT:**

The total cost of \$291,450.00 will be paid from the Capital Reserves and is \$26,000 below the project budget D'Huy Engineering provided.

**RECOMMENDATION:**

We recommend the Board award the bid with both alternatives included.

**MOTION/RESOLUTION:**

**Motion** to award the bid for the concrete replacement project at the Community and Recreation Center to T. Schiefer Contractors, Inc., the lowest responsible bidder based on the recommendation of D'Huy Engineering LLC the Township consultant for the project.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.



July 28, 2023

Ms. Carolyn McCreary, ICMA-CM  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

RE: Montgomery Township Community Recreation Center  
Exterior Sidewalk and Stair Replacement Project (DEI No. 728002)

Dear Ms. McCreary:

Bids were received for the above-noted project on Tuesday, July 25, 2023. The bid process was competitive resulting in close and favorable results. The project is below the estimated costs, including the value-added alternates. The cost savings are attributable to a team approach and the efforts of the Montgomery Township Team in collaboration with D'Huy Engineering, Inc. A copy of the bid tally sheets with recommended alternates is attached for your reference:

The sum of the overall bid for the single prime contract, including the value-added alternates, is below the construction budget included in the Capital Improvement Plan. The overall bid is approximately \$26,000 below the project budget, including the value-added alternatives. Please note that the overall budget also includes \$26,750 in material allowances and a construction contingency of 10%. A copy of the Project Cost Sheet is attached for your reference. The low bidder, including select value-added alternates, is as follows.

General Construction (GC): T. Schiefer Contractors, Inc.  
3864 Old Easton Road  
Doylestown, PA 18902

**Total Contract Amount (Including Alternates): \$291,450.00\***

\*Excludes Soft Cost, Reimbursements, and Financing

The recommended bid and value-added alternates are listed on the attached Project Costs. A brief summary of the recommended value-added alternates is as follows:

***Alternate No. 1: Replace the Linear Steps at the Concrete Plaza*** ***ADD: \$137,500***

This alternate requires that the GC remove the double linear steps at the concrete plaza, remove the first 5'-0" of adjacent concrete sidewalk (monolithic pour with steps), replace the steps and sidewalk, add a continuous aluminum fencing system to match the existing fencing, and add an ADA ramp to provide access from the concrete plaza to the lawn area.

**Alternate No. 2: Modify the Existing Steps Accessing Lawn Area** **ADD: \$22,800**

This alternate requires the GC to repair an isolated area of concrete and modify the existing handrails at the steps to allow for the installation of aluminum fencing at the top of the steps to provide a continuous fencing section between the lawn area and the top of the steps.

**Alternate No. 3: Concrete Retaining Wall Repair** **ADD: \$6,500**

This alternate requires the GC to repair an existing vertical crack at the outside corner of the concrete retaining wall between the lawn area and the parking lot.

**The Schedule Milestone Dates are as follows:**

ID	Activity	Start	Finish
1.0	Bid Opening	25 JUL 2023	25 JUL 2023
2.0	Township Awards Contract	14 AUG 2023	14 AUG 2023
3.0	Issue Notice to Proceed	-----	25 AUG 2023
4.0	Project Substantial Completion	-----	10 NOV 2023
5.0	Project Final Completion	-----	24 NOV 2023

Please advise if you would like D'Huy Engineering, Inc. to attend the August 14, 2023, Board of Supervisors Meeting to address any questions that the Board may have relative to the bid information.

Attachments: Updated Project Costs  
Bid Tally Sheets  
Contract for T. Schiefer Contractors, Inc.

G:\Projects\700-799 - Municipal\728 - Montgomery Township\728002 - Mont Twmsp Rec Center Exterior Sidewalk & Stair Replcmnt\Bid Docs\Bid Recommendation\27JUL23  
Bid Recommendation MTCRC Concrete.docx





D'HUY Engineering, Inc.

MONTGOMERY TOWNSHIP  
MONTGOMERY TOWNSHIP COMMUNITY RECREATION CTR.  
PROJECT BUDGET  
Prepared by D'Huy Engineering, Inc.  
DEI Project No. 728002  
JULY 28, 2023

Item	Bid Set Budget (From 2023 Capital Improvement Plan)	Project Budget After Bids Received July 25, 2023	Comments
<b>General Construction Contractor</b>	\$ 317,625	\$ 291,450	T. Schiefer Contractors, Inc. - Doylestown PA
Base Bid	\$ 131,250	\$ 124,650	
Alternate No. 1	\$ 157,500	\$ 137,500	
Alternate No. 2	\$ 21,000	\$ 22,800	
Alternate No. 3	\$ 7,875	\$ 6,500	
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$ 317,625</b>	<b>\$ 291,450</b>	<b>(\$26,175) Below Budget</b>
Engineer fees	\$ 25,000	\$ 25,000	
Reimbursable Expenses	\$ 600	\$ 600	
Construction Management fees	\$ 10,000	\$ 10,000	
Legal costs allowance	\$ 1,500	\$ 1,500	
Approvals, Inspection & 3rd party testing	\$ 25,000	\$ 25,000	Includes allowances for Construction Testing
Printing, etc.	\$ 250	\$ 250	
Escalation, Contingency & Market Conditions	\$ 31,763	\$ 29,145	Construction Contingency
FF&E	\$ -	\$ -	
Financing			Excluded
<b>TOTAL SOFT COSTS</b>	<b>\$ 94,113</b>	<b>\$ 91,495</b>	<b>(\$2,618)</b>
<b>TOTAL PROJECT COSTS without FINANCING</b>	<b>\$ 411,738</b>	<b>\$ 382,945</b>	<b>(\$28,793) below budget including contingencies</b>





**Montgomery Township**  
**Recreation Center Exterior Sidewalk Stair Replacement**  
**Budget Summary**  
**Tuesday, July 25, 2023**  
**DEI Project No. 728002**

Reference Number	Description	Type	UOM	Quantity	T. Schiefer Contractors, Inc.	Penn Builders, Inc.	Engelman Construction LLC
Base Bid Pricing					\$ 124,650.00	\$ 197,500.00	\$ 280,100.00
1	ALTERNATE No. 1: The BIDDER shall provide a cost to be ADDED to the Base Bid amount to replace the existing steps at the concrete plaza with new foundation wall/sidewalk, fencing system, ADA ramp construction and associated concrete paving repairs as indicated on the drawings and specifications.	Option	LS	1	\$ 137,500.00	\$ 140,000.00	\$ 250,800.00
2	ALTERNATE No. 2: The BIDDER shall provide a cost to be ADDED to the Base Bid amount to modify the playfield stair/railing and fencing system to receive additional fencing for full enclosure of the playfield and associated concrete paving repairs as indicated on the drawings and specifications.	Option	LS	1	\$ 22,800.00	\$ 7,800.00	\$ 25,500.00
3	ALTERNATE No. 3: The BIDDER shall provide a cost to be ADDED to the Base Bid amount to repair the existing concrete retaining wall as indicated on the drawings and specifications.	Option	LS	1	\$ 6,500.00	\$ 4,800.00	\$ 9,600.00

**EJCDC MODIFIED STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

*The Contractor is responsible to read this entire document as it has been modified from the original EJCDC Document.*

**THIS AGREEMENT** is by and between the Montgomery Township (hereinafter called OWNER) and T. Schiefer Contractors, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Removal and replacement of existing concrete sidewalks and stairs, addition of an ADA ramp and minor fencing modifications.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- Removal and Replacement of Sidewalk and Stairs at the Montgomery Township Recreation Center

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by D'HUY ENGINEERING, INC. and their consultants who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion, Final Payment, and Final Completion*

- A. The Work shall be substantially complete on or before November 10, 2023, and ready for final payment in accordance with paragraph 14.07 of the General Conditions. Final completion of the Work shall be on or before November 24, 2023.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph

4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, and 5.01.B below:

- A. For all Work other than Unit Price Work, a Lump Sum of:  
Base Bid: One Hundred Twenty-Four Thousand Six Hundred Fifty Dollars and Zero Cents. (\$124,650.00)  
Alternate No. 1: One Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$137,500).  
Alternate No. 2: Twenty-Two Thousand Eight Hundred Dollars and Zero Cents (\$22,800.00).  
Alternate No. 3: Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00)

**TOTAL AMOUNT: Two Hundred Ninety-One Thousand Four Hundred Fifty Dollars and Zero Cents (\$291,450.00).**

All specific project allowances are included in the above price. See proposal bid form.

- B. For all Unit Price Work, see proposal/bid form Exhibit A. Any unit price work requires prior written authorization of Engineer and Owner.

## ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in the Contract Documents. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. The OWNER may withhold payments in accordance with the General and Supplementary Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## ARTICLE 7 - INTEREST

7.01 Not applicable.

## ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 That the Contractor also agrees:

- A. That no person shall be employed to do work under this Contract except competent and first class workmen and mechanics;
- B. That in the hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;
- C. That no Contractor, Subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of the work under his Contract on account of gender, race, creed or color;
- D. That there may be deducted from the amount payable to the Contractor under this Contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the Contract, and
- E. That this Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this portion of the Contract under 8.02.A and 8.02B above.
- F. Contractor agrees that all work performed under this Contract shall be performed pursuant to the provisions of Act 222, October 27, 1955 as amended by Act 19, February 28, 1961 and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 6, 1963 and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Attorney General, July 7, 1965.

#### **ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement;
  - 2. General Conditions (007216);
  - 3. Supplementary Conditions (007300);
  - 4. Instructions to Bidders (002113);
  - 5. Addenda numbered 1 through 1;
  - 6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Exhibit A);
    - b. Contractor's Performance Bond and Payment Bond (Exhibit B);
    - c. Contractor's Insurance Certificate (Exhibit C);
    - d. Notice of Intent to Award (Exhibit D);
    - e. Specifications & Drawings as listed in the Table of Contents of the Project Manual (Exhibit E);
    - f. Contractor's Qualifications Questionnaire (if required, Exhibit F);

- g. Contractor's Completed Public Works Employment Verification Form (E-Verify Form, Instructions to Bidders Exhibit ITB-A) (Exhibit G to this Agreement).
- h. Documentation submitted by CONTRACTOR prior to Notice of Award (Exhibit H):

Document Description: \_\_\_\_\_

- 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Change Directives;
  - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

#### **ARTICLE 10 - MISCELLANEOUS**

##### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

##### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

##### **10.03 Successors and Assigns**

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

##### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

##### **10.05 Other Provisions**

- A. None defined.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2023 (which is the Effective Date of the Agreement).

OWNER:

Montgomery Township

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:  
1030 Horsham Road  
Montgomeryville, PA 18936

(If OWNER is a corporation, attach evidence of authority to sign.  
If OWNER is a public body, attach evidence of authority to sign  
and resolution or other documents authorizing execution of  
OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACTOR:

T. Schiefer Contractors, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:  
3864 Old Easton Road  
Doylestown, PA 18902

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach  
evidence of authority to sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Email: \_\_\_\_\_

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #09

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SUBJECT: Consider Award of Contract for the Fellowship Park Improvement Project  
MEETING DATE: August 14, 2023  
BOARD LIAISON: Candyce Fluehr Chimera, Chair  
INITIATED BY: Greg Reiff, Public Works Director

---

**BACKGROUND:**

The Township received and opened bids utilizing PennBid on August 4, 2023, at the Township building. Gilmore & Associates, the Township Engineer reviewed the four (4) bids ranging from \$672,069.00 to \$843,055.00 and is recommending award of the bid to Couzins, Inc., the lowest responsible bidder with a bid of \$672,069.00. The recommendation letter and bid tabulation sheets are included in your packet.

**PREVIOUS BOARD ACTION:**

The Board authorized the advertisement of the bid at its public meeting on December 12, 2022.

**BUDGET IMPACT:**

A total of \$650,000.00 was included in the 2023 Capital Investment Plan for the Fellowship Park Improvement Project with the \$250,000.00 DCNR grant to offset it.

**RECOMMENDATION:**

Award the bid as recommended to Couzins, Inc.

**MOTION/RESOLUTION:**

**Motion** to award the contract for the Fellowship Park Improvement Project to Couzins, Inc., the lowest responsible bidder, in the amount of \$672,069.00 per the recommendation of Gilmore & Associates, Township Engineer.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.





GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

August 9, 2023

Project No. 2021-03045.01; BRC-PRD-27-76

Carolyn McCreary, Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

Reference: Fellowship Park Playground  
**Bid Tabulation & Award Recommendation**

Dear Ms. McCreary:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the bids for the above referenced project. Bids were received and publicly opened on PennBid on August 4, 2023, at 10:00 AM. Four bids were received. A copy of the bid tabulation is attached for your review.

Upon review, we recommend the contract for the Fellowship Park Playground Project be awarded to **COUZINS, INC.** for all items included with the **Base Bid** in the amount of **\$672,069.00**, subject to review by the Township Solicitor.

As always, please call us if you have any questions or if we can be of any assistance regarding this project.

Sincerely,

Valerie L. Liggett, R.L.A., ASLA  
Senior Landscape Architect  
Gilmore & Associates, Inc.

VLL/sl

Enclosure: Bid Tabulation

cc: Greg Reiff, Director of Public Works, Montgomery Township  
Stacey A. Rymkiewicz, Public Works Department Administrative Assistant, Montgomery Township  
Deb Rivas, Administration Supervisor, Montgomery Township  
Sean Kilkenny, Esq., Kilkenny Law, LLC  
James Dougherty, P.E., Gilmore & Associates, Inc.  
Judith Stern Goldstein, R.L.A., ASLA, Gilmore & Associates, Inc.



**GILMORE & ASSOCIATES, INC.**  
**BID TABULATION**

**CLIENT:**

Montgomery Township

**PROJECT NAME:**

Fellowship Park Playground

**PROJECT NUMBER:**

2021-03045 01 BRC-PRD-27-76

**PROJECT BID DATE:**

June 28, 2023

#	DESCRIPTION	QUANTITY	UNITS
	<b>Fellowship Park Playground</b>		
1	Site Grading Seeding and Restoration	1	LS
2	Rock Construction Entrance	1	EA
3	Inlet Filter Bag	4	EA
4	Compost Filter Sock - 12"	236	LF
5	Tree Protection Fencing	100	LF
6	Turf Reinforcement Matting	1	LS
7	Accessible Parking Striping and Signage	1	LS
8	Asphalt Trail	56	SY
9	Removable Bollard	1	EA
10	Play Equipment	1	LS
11	Shade Structures	3	EA
12	Playground Safety Surfacing	700	SY
13	Playground Entrance to Asphalt Path	1	LS
14	Area Drains	2	EA
15	Area Drain Basins	2	EA
16	4" Perforated PVC Underdrain	132	LF
17	4" Solid PVC Drain Pipe	164	LF
18	6" Solid PVC Drain Pipe	25	LF
19	Cleanout	1	EA
20	48" High Vinyl Coated Chain Link Fence	306	LF
21	48" High 4' Width Vinyl Coated Chain Link Gates	1	LS
22	Fixed Benches	6	EA
23	Playground Warning Sign	1	EA
24	DCNR Acknowledgment Sign	1	EA
25	48" High Chain Link Maintenance Gate	1	EA

COUZINS, INC.  
P.O. Box 1155  
North Wales, PA 19454  
Scott Zischang  
267-718-8318  
215-393-9086

DESCCO DESIGN & CONSTRUCTION  
1 Willow Street Industrial Park  
Fleetwood, PA 19522  
Michael Sacco  
610-426-1652  
610-944-0604

DEPAUL AND COMPANY, INC.  
100 Germantown Pike, Suite D4  
Plymouth Meeting, PA 19462  
Christopher DePaul  
484-614-1377  
610-314-3200

T. SCHIEFER CONTRACTORS INC.  
3864 Old Easton Road  
Doylestown, PA 18902  
Theodore Schiefer  
215-345-1521  
267-600-2938

UNIT PRICE	TOTAL
\$40,000.00	\$40,000.00
\$2,000.00	\$2,000.00
\$250.00	\$1,000.00
\$9.00	\$2,124.00
\$4.00	\$400.00
\$3,000.00	\$3,000.00
\$4,000.00	\$4,000.00
\$80.00	\$4,480.00
\$2,500.00	\$2,500.00
\$309,000.00	\$309,000.00
\$16,000.00	\$48,000.00
\$310.00	\$217,000.00
\$1,000.00	\$1,000.00
\$300.00	\$600.00
\$1,300.00	\$2,600.00
\$20.00	\$2,640.00
\$30.00	\$4,920.00
\$35.00	\$875.00
\$300.00	\$300.00
\$5.00	\$1,530.00
\$1,500.00	\$1,500.00
\$3,000.00	\$18,000.00
\$800.00	\$800.00
\$800.00	\$800.00
\$3,000.00	\$3,000.00

UNIT PRICE	TOTAL
\$41,002.68	\$41,002.68
\$2,784.61	\$2,784.61
\$130.69	\$522.76
\$4.01	\$946.36
\$5.31	\$531.00
\$1,944.39	\$1,944.39
\$4,399.51	\$4,399.51
\$206.54	\$11,566.24
\$1,721.41	\$1,721.41
\$377,081.85	\$377,081.85
\$15,003.79	\$45,011.37
\$272.64	\$190,848.00
\$1,226.56	\$1,226.56
\$715.84	\$1,431.68
\$1,667.92	\$3,335.84
\$32.40	\$4,276.80
\$31.24	\$5,123.36
\$40.20	\$1,005.00
\$574.65	\$574.65
\$67.31	\$20,596.86
\$1,362.90	\$1,362.90
\$2,384.90	\$14,309.40
\$885.00	\$885.00
\$531.00	\$531.00
\$2,908.70	\$2,908.70

UNIT PRICE	TOTAL
\$32,000.00	\$32,000.00
\$2,500.00	\$2,500.00
\$200.00	\$800.00
\$5.00	\$1,180.00
\$5.00	\$500.00
\$8,000.00	\$8,000.00
\$5,000.00	\$5,000.00
\$250.00	\$14,000.00
\$2,000.00	\$2,000.00
\$375,000.00	\$375,000.00
\$15,000.00	\$45,000.00
\$375.00	\$262,500.00
\$20,000.00	\$20,000.00
\$1,000.00	\$2,000.00
\$1,000.00	\$2,000.00
\$75.00	\$9,900.00
\$50.00	\$8,200.00
\$75.00	\$1,875.00
\$1,000.00	\$1,000.00
\$100.00	\$30,600.00
\$1,000.00	\$1,000.00
\$2,500.00	\$15,000.00
\$1,000.00	\$1,000.00
\$1,000.00	\$1,000.00
\$1,000.00	\$1,000.00

UNIT PRICE	TOTAL
\$19,000.00	\$19,000.00
\$4,000.00	\$4,000.00
\$200.00	\$800.00
\$12.00	\$2,832.00
\$8.00	\$800.00
\$49,000.00	\$49,000.00
\$4,000.00	\$4,000.00
\$350.00	\$19,600.00
\$2,800.00	\$2,800.00
\$345,678.00	\$345,678.00
\$18,000.00	\$54,000.00
\$260.00	\$182,000.00
\$12,000.00	\$12,000.00
\$1,800.00	\$3,600.00
\$3,500.00	\$7,000.00
\$69.00	\$9,108.00
\$109.00	\$17,876.00
\$119.00	\$2,975.00
\$600.00	\$600.00
\$89.00	\$27,234.00
\$1,900.00	\$1,900.00
\$2,500.00	\$15,000.00
\$900.00	\$900.00
\$1,500.00	\$1,500.00
\$5,800.00	\$5,800.00

Total (Base Bid)

\$672,069.00

\$735,927.93

\$843,055.00

\$790,003.00

**COMPLETENESS**

- A. Bid Bond
- B. Agreement of Surety
- C. Bidder's Qualification Form
- D. Non-Collusion Affidavit
- E. Public Works Employment Verification Form
- F. Bidder's Acknowledgement Form

YES
YES
YES
YES
YES
YES

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #10

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SUBJECT: Consider Authorization to Execute Intergovernmental Agreement – Bus Stop  
MEETING DATE: August 14, 2023  
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison  
INITIATED BY: J. Scott Bendig, Chief of Police

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**BACKGROUND:**

Every day, 1.3 million students are transported by more than 21,000 school buses throughout Pennsylvania. A 47-day study of two school buses within the state was conducted in 2019. Cameras recorded 205 illegal stop-arm passes or 2.18 violations per bus per day. In 2020, Governor Wolf signed House Bill 364 (now Act 38), allowing school districts to implement violator-funded stop-arm enforcement programs to enforce school bus-stopping laws and ensure the safety of Pennsylvania students. These camera systems use sensors and cameras when the bus overhead lights are flashing. If the cameras record a vehicle driving around the bus, the violation is recorded. That video evidence is passed on to local law enforcement. Officers then review the video evidence for further disposition, which includes the ability to issue citations to the owners of vehicles that fail to stop for flashing red signals on a school bus.

On February 16, 2023, the North Penn School District Board of School Directors approved an agreement with BusPatrol America, LLC, to provide a stop arm signal arm enforcement system on their school buses.

This evening, the staff is requesting consideration for the execution of an Intergovernmental Agreement between the Montgomery Township Police Department and the North Penn School District for the department to have primary authority/jurisdiction to enforce school bus-stopping laws captured on camera. Our Township Solicitor has reviewed this Intergovernmental Agreement.

**RECOMMENDATION:**

It is recommended that the Board execute the Intergovernmental Agreement.

**MOTION/RESOLUTION:**

**MOTION** to authorize the execution of the Intergovernmental Agreement between Montgomery Township Police Department and North Penn School District.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into by and between the **NORTH PENN SCHOOL DISTRICT**, with its offices located at 401 E. Hancock Street, Lansdale, Pennsylvania, 19446, hereinafter referred to as the “District”

AND

**The Township of Montgomery Police Department, Lansdale Borough Police Department, Hatfield Township Police Department, Towamencin Township Police Department, North Wales Borough Police Department and Upper Gwynedd Township Police Department** referred to hereinafter as the “Law Enforcement Agencies.”

**WHEREAS**, at its regularly scheduled meeting held on February 16, 2023, the District’s Board of School Directors approved an agreement with BusPatrol America, LLC to provide a stop arm signal arm enforcement system on each bus pursuant to 75 Pa.C.S.A. §3345.1(g) for the purpose of enforcing violations of 75 Pa.C.S.A. §3345, which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights. This agreement is referred to hereinafter as the “BusPatrol Agreement”; and

**WHEREAS**, 75 Pa.C.S.A. §3345.1(h,1) further authorizes the District to enter an intergovernmental agreement with the Law Enforcement Agency to enforce violations of 75 Pa.C.S.A. §3345 captured using an automated stop signal arm enforcement system (“the BusPatrol System”) through the issuance of a civil penalty; and

**WHEREAS**, the District and Law Enforcement Agency mutually desire to enter into such an intergovernmental agreement pursuant to 75 Pa.C.S.A. §3345.1(h.1).

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

1. **Authority/Jurisdiction to Enforce Violations**

A. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs within the Township of Montgomery, Borough of Lansdale, Township of Hatfield, Township of Towamencin, Borough of North Wales and Township of Upper Gwynedd Law Enforcement

Agency shall have primary authority/jurisdiction to enforce the violation and the Pennsylvania State Police shall have secondary authority/jurisdiction.

B. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs in any area that does not have its own local police department, the District, itself or through delegation to its stop arm signal arm enforcement system vendor, may request the Pennsylvania State Police to review the evidence package and enforce the violation. The Pennsylvania State Police shall also have the authority/jurisdiction to enforce a violation that is witnessed by an officer of the Pennsylvania State Police.

2. Responsibilities of Law Enforcement Agency

The law enforcement agency enforcing a civil violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System shall adhere to the requirements of 75 Pa.C.S.A. §3345.1, as well as any other applicable laws or rules of procedure. As part of its responsibilities, the law enforcement agency enforcing the violation shall:

A. Prepare and file the evidence certificate and package identified in 75 Pa.C.S.A. §3345.1(d).

B. Adhere to 75 Pa.C.S.A. §3345.1(e)2(i), (e)(2)(ii), and (e)(2)(iii) regarding the use and disclosure of information relating to violations.

C. Pursuant to 75 Pa.C.S.A. §3345.1(h.2):

(i) Review submitted evidence from the manufacturer or vendor of the automated stop signal arm enforcement system to determine if there is sufficient evidence that a violation under section 3345 occurred and electronically certify the notice of violation.

(ii) Provide information to a school district related to the police or police department's capacity to view and authorize the notice of violation.

D. Comply with the “notice of violations, fines, and contests” provisions stated in 75 Pa.C.S.A. §3345.1(i.1) and Section 1.8 of the BusPatrol Agreement.

E. Appear as needed at all court proceedings held before a Magisterial District Judge or any other court regarding a violation and ensure that the law enforcement receives its \$25 share of the civil penalty.

F. Adhere to the requirements of 75 Pa.C.S.A. §3345.1(c)(4) that the civil violation shall not

(i) be deemed a criminal conviction;

(ii) be made part of the operating record of the individual upon whom the penalty is imposed under section 1535 (relating to schedule of convictions and points);

(iii) be the subject of merit rating for insurance purposes; or

(iv) authorize imposition of surcharge points in the provision of motor vehicle insurance coverage.

G. Adhere to the provisions in the BusPatrol Agreement that pertain to the responsibilities of law enforcement including, but not limited to, Sections 1.8, 4.1.9, and 5.2.

### 3. Responsibilities of the District

The District shall work with BusPatrol to meet all requirements imposed on the District and BusPatrol pursuant to 75 Pa.C.S.A. §3345.1. As part of its responsibilities, the District shall:

A. Coordinate with BusPatrol to provide the law enforcement agency enforcing the violation with written documentation that the side stop signal arm enforcement system was operating correctly at the time of the alleged violation and a copy of any video evidence of the alleged violation.

B. Pursuant to 75 Pa.C.S.A. §3345.1(h), coordinate with Bus Patrol to provide the following to the law enforcement agency enforcing the violation:

(i) A copy of the recorded image showing the vehicle.

(ii) The license plate number and state of issuance of the motor vehicle.

(iii) The date, time and place of the alleged violation.

### 4. Criminal Proceedings

75 Pa.C.S.A. §3345.1(c)(3) provides that the vehicle operator shall not be liable for the civil penalty if the operator is also criminally convicted of the same violation under 75 Pa.C.S.A. §3345. Therefore, the Law Enforcement Agency agrees that a vehicle operator's first offenses for a violation of 75 Pa.C.S.A. §3345 shall be enforced as a civil penalty only pursuant to 75 Pa.C.S.A. §3345.1. Any subsequent offenses by the same operator may, at law enforcement's discretion, be enforced through a civil penalty or through criminal proceedings.

5. Term & Termination

This Agreement shall remain in effect so long as the BusPatrol Agreement remains in effect and shall automatically terminate upon the expiration of the term, or the termination of, the BusPatrol Agreement.

6. Amendments

This Agreement may be amended, modified, or waived only by written agreement signed by the all of the parties hereto.

7. Cost Responsibility for Side Stop Signal Arm Enforcement System

The District and the Law Enforcement Agency acknowledge and agree that the cost of operating the side stop signal arm enforcement system is paid by utilizing the fines that are distributed pursuant to 75 Pa.C.S.A. §3345.1(c)(1) and that, aside from the time and resources otherwise required to carry out the responsibilities set forth in this Intergovernmental Agreement, neither the District nor the Law Enforcement Agency shall incur any additional costs or fees as a result of the operation of the BusPatrol System. Bus Patrol agrees to payment by BusPatrol of any filing fees, mandated payments, and assessments in connection with or related to the adjudication of any contested ticket.

The District and the Law Enforcement Agency will review revenue from Bus Patrol in January 2024 to determine if an additional payment of \$5.00 per violation is applied to the current payment to the Law Enforcement Agency.

\_\_\_\_\_  
**North Penn School District**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**Date**

**Chief of Police, Towamencin Township**

**Chief of Police, Hatfield Township**

**Chief of Police, Lansdale Borough**

**Chief of Police, Montgomery Township**

**Chief of Police, Upper Gwynedd Township**





**BUSPATROL**

WWW.BUSPATROL.COM

STUDENT SAFETY

# **Stop-Arm Program**

# **2020**

FAQ Manual

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**STUDENT & SCHOOL BUS SAFETY**  
**PROTECTING THE "DANGER ZONE"**

**MAY  
2020**

# What to Know & What to Do To Safeguard Your Fleet

I. Introduction – The Problem	04
II. Changes in Legislation – The Solution	06
III. Stop-Arm Enforcement Program	08
IV. Funding & Financial Information	12
V. Technology – Hardware & Software	14
VI. Program Benefits – Safety & Economic	17
VII. Additional FAQs	20

## INTRODUCTION

# Purpose of Document



On October 30, 2018, a driver in Indiana illegally ran a school bus stop-arm and tragically killed three students as they were crossing the street. The bus driver had the vehicle's stop arm and flashing lights activated as the children were crossing the road.

In April, 2020, the National Transportation Safety Board (NTSB) released its findings on the fatal crash, recommending the use of technology to monitor and prevent collisions of this sort.

In this document, we review stop-arm safety technology, the legislation required to permit its use in enforcement and how BusPatrol's tech-powered programs help school districts crack down on dangerous driving around school buses.



**THE PROBLEM – ILLEGAL RUNNERS**

# Why are Stop-Arm Camera Laws Necessary?

## 17 MILLION REASONS WHY

While enforcement and education are critical in helping to change behavior, current models and legal frameworks in most states require that police officers catch motorists in the act of passing a school bus while its stop-arm is down to issue a ticket. But with roughly 560,000 school buses traveling across more than 4 million miles of road and highway in America, conventional methods are not enough to effectively enforce the law to control stop-arm violations across the country.

Federal lawmakers recently proposed a bill to improve school bus safety and step up efforts to prevent stop-arm violations. The Stop for School Buses Act of 2019 (H.R. 2218/S. 1254) was introduced in the House by U.S. Representatives Jackie Walorski (R-Ind.) and Julia Brownley (D-Calif.), and in the Senate by Senators Todd Young (R-Ind.) and Gary Peters (D-Mich.). The bipartisan legislation calls upon the U.S. Department of Transportation to conduct a comprehensive review of all issues involved with illegal passing of school buses and make recommendations to Congress on best practices to deal with the national safety issue.



&gt;94,000

Violations Occur Each Day in America

.73x

Violations / Bus / Day



## How Often Do Drivers Illegally Pass School Buses in America?

In 2019, The National Association of State Directors of Pupil Transportation Services (NASDPTS) released data from their annual national survey indicating that **more than 17 million stop-arm violations occur in the United States each year.**

BusPatrol's pilot projects reveal even more staggering safety figures. Recent pilots conducted in Virginia, Georgia, Maryland, Ontario, and Québec **suggest that school buses are illegally passed by drivers between 1.6 – 3.8 times per bus, per day in both urban and suburban environments.**

BusPatrol recently conducted a one-month study of 10 buses in East Meadow, New York, during which our cameras recorded 615 illegal Stop-Arm passes, or roughly 2.3 per bus, per day. This represents three times more than the number of tickets given out by Nassau & Suffolk counties during the entire 2018–2019 school year.

*"The results of the surveys, conducted annually since 2011, have been unfortunately consistent. The survey results have brought needed attention among state and federal policymakers to the need for greater safety countermeasures." – NASDPTS, President, Mike LaRocco*

**CHANGES IN LEGISLATION SUPPORTING SCHOOL BUS SAFETY**

## Has My State Enacted a Law Allowing for Exterior School Bus Cameras and Stop-Arm Program Enforcement?

According to the National Conference of State Legislatures (NCSL), 22 states explicitly permit local governments or school districts to use stop-arm cameras to capture evidence and issue tickets for illegally passing stopped school buses based on the images

Crucially, **footage from stop-arm cameras is now admissible in court as evidence**, helping police and the communities they serve to enforce long-standing traffic laws and ensure the safety of children on roadways.

### **States with Stop-Arm Camera Enforcement Laws (22)**

Alabama  
Arkansas  
Connecticut  
Georgia  
Idaho  
Illinois  
Indiana  
Maine

Maryland  
Mississippi  
New York  
North Carolina  
Oklahoma  
Pennsylvania  
Rhode Island  
South Carolina

Tennessee  
Utah  
Virginia  
Washington  
West Virginia  
Wyoming





## What Are Our Leaders Saying About These Legislative Changes?

“Despite the fact that students are much safer being transported to and from school in a school bus, students and adults at the bus stop are still very much at the mercy of inattentive motorists,” LaRocco added. “The sheer volume of these illegal passing incidents in a day, let alone an entire school year, is tragic and sobering, particularly when you consider that these injuries and deaths are easily preventable.”

”

- NASDPTS, President, **Mike LaRocco**

“No parent should ever have to worry that their child’s bus ride to and from school is anything other than safe and easy. By signing this measure into law, we are providing school districts with the tools they need to hold reckless drivers accountable and advancing New York State’s bold initiatives to keep our school children safe.”

- New York State, Governor, **Andrew Cuomo**

“The fact that there are, on average, fewer than 6 fatalities caused by cars illegally passing stopped school buses each year must mean we are doing something right. But we cannot be lulled into complacency. We must keep striving to find a better way to prevent fatalities caused by cars that illegally pass a stopped school bus. Moreover, we must acknowledge and address the role we play in these tragedies.”

- Mike Martin, Executive Director, **NAPT**



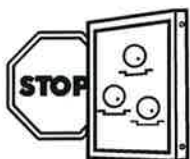
**STOP-ARM ENFORCEMENT**

## How Does BusPatrol's Stop-Arm Enforcement Program Reduce Illegal Passings?

BusPatrol outfits fleets with the latest stop-arm safety technology; including stop-arm cameras, DVR and storage devices, internal cameras, GPS, telemetry and LTE connectivity. In addition to our industry-leading hardware, our enforcement program is powered by proprietary software and processes, and by experienced safety professionals who coordinate with police, local officials and partners.

When a school bus is stopped and its lights and stop-arm are activated, BusPatrol cameras capture incidents involving vehicles illegally passing the bus. Through cloud computing, data is sent to BusPatrol's safety experts, who then review the footage and prepare evidence packages for law enforcement.

**By coupling technology-based enforcement with education and public safety campaigns, we change driver behavior around school buses and children.**



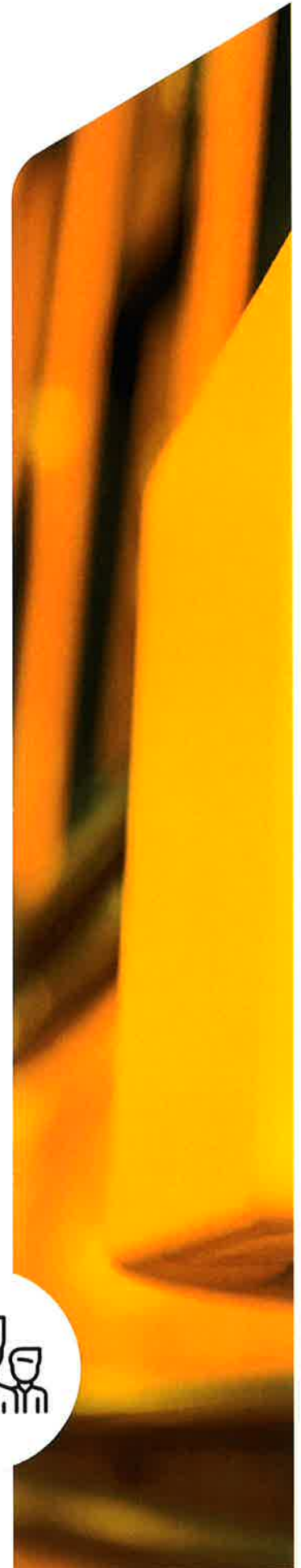
HARDWARE



SOFTWARE



PROCESSES &amp; TRAINED PERSONNEL





## Who Are Stop-Arm Violation Tickets Issued To, and How Much Will They Cost Violators?

Stop-arm cameras identify illegal passers by license plate number. Tickets are issued to a vehicle's registered owner, unless the automobile is proven stolen during the time of the offense. If someone other than the vehicle's owner was driving at the time, the owner can request a transfer of liability.

In most states, a first-time stop-arm violation carries a fine of \$250–\$350. In New York state, subsequent violations within an eighteen month period are subject to a \$25 increase in penalty, up to a maximum of \$300.

In addition to the financial deterrent, violators learn about the potential dangers of their actions. Offenders can call our toll free number and speak with a BusPatrol representative, who can review the video evidence with them and help them understand the dangers of illegal passing. Our team offers services in English, Spanish and French.

**BusPatrol driver data demonstrates that 94% of first-time offenders do not receive a second ticket, and that 95% of drivers do not contest their ticket after seeing video evidence of their violation.**

### ENFORCEMENT & EDUCATION

Reducing the  
Number of Violations  
Per Bus Per Day

#### First-Time Fine

**\$250 – \$350**

Most states impose a first-time fine within this range. Additional fines can be given for subsequent offences.

**STOP-ARM ENFORCEMENT**

## How Does BusPatrol's Stop-Arm Enforcement and Ticketing Process Work?

BusPatrol's leading stop-arm enforcement program is built on a robust, guided, and secure process.

When a vehicle illegally passes a school bus while the stop-arm is deployed, BusPatrol's multi-lens camera box captures the violation and car's license plates from different depths and angles. The footage, along with GPS and timecode data, is stored locally on an onboard digital video recorder (DVR) unique to each bus.

The data related to the incident and violation is sent via an encrypted LTE network to BusPatrol's secure cloud system. BusPatrol's artificial intelligence (AI) software filters all footage received from each bus before it goes to one of our safety specialists for review.

A BusPatrol's safety specialist reviews the filtered footage. If they determine that the violation is indeed an offence, the specialist prepares an evidence package for use by law enforcement. The package is built in accordance with state law, complete with video footage, license plate number, make, model, driver information, GPS location, and a timestamp of the incident.

The evidence package is then submitted to law enforcement via a secure cloud portal. Law enforcement reviews the evidence package to approve citation. If approved, a ticket is mailed to the vehicle's owner, along with a link to BusPatrol's Driver Education & Payment Portal, where they can view video evidence of their violation. The vehicle owner makes their payment online, through the mail, or in person in the municipal jurisdiction – tickets can also be contested through the relevant jurisdiction's civil court system.



Stop-Arm Cameras  
Captures Violation at  
8 Different Angle



Data Sent Via Encrypted  
LTE Network to BusPatrol's  
Secure Clouds Servers.



AI Footage Filter  
*Pre-Processing* Before  
Sending to Reviewers



Trained Reviewers Verify  
Video of Each Stop-Arm  
Incident for Violations



Processors Prepare  
Evidence Packages



The Evidence Package is  
Submitted to Law Enforcement  
Via a Secure Cloud Portal



Police Review  
Evidence Package  
for Approval



Approved Citations  
Are Issued to Violators  
By Mail with Links to Video



Violator Accesses  
AlertBus Site to Pay  
or Contest Citation



Toll-free number to review incident  
and learn about traffic laws from  
trilingual customer service team.



After 90 days, all citation data  
is purged from BusPatrol's  
DVR, cloud, and servers.

## Is There a District Share in the Ticket Revenue?

With BusPatrol's seamless stop-arm program, each district is entitled to a share of the ticket revenue based on the agreement. Because every district is different, BusPatrol works to establish unique partnerships in every jurisdiction to allow municipalities to re-invest in their communities and safety programs.

**FUNDING & FINANCING****\$0 NO CAPITAL OUTLAY REQUIRED**

## Does the Law Provide State Aid to Cover the Costs of Procurement, Installation, and Management of a Stop-Arm Enforcement Program?

It is not mandatory to implement stop-arm technology, and states with the required legislation to permit stop-arm enforcement programs do not provide additional funding for the installation, maintenance, and management of stop-arm cameras on school buses.

**However, BusPatrol offers communities a way to reduce stop-arm violations at no cost.**

We shoulder the cost of procurement, installation and maintenance of stop-arm cameras for a school district's entire fleet, funded by the fines paid by motorists who commit stop-arm violations. Once we recover our installation, technology and program management costs, BusPatrol shares the revenue generated by each paid ticket with the district. **In the rare case that a partner issues no tickets, BusPatrol will even absorb these costs.**

This means that participating school districts can equip their entire school bus fleet with the latest Safety-Arm technology, at no cost. This includes GPS, full-fleet management, Zonar SafeTech Solution, student tracking, equipment maintenance, upgrades, telecommunication services (connectivity), storage, and real-time remote data access.





## Why Is Full-fleet Deployment the Only Effective Way to Change Driver Behavior Across Communities & Increase Safety for All Students?

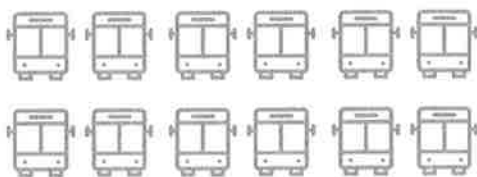
We are the only company with a singular focus on full-fleet deployment. BusPatrol's **inclusive model prioritizes safety for all students** over short-term profits for hardware vendors. We outfit entire fleets with no capital outlay required from our partners.

To measure the success of our program and **capture the complete data sets required to make informed safety decisions**, our technology must be applied consistently across a jurisdiction and its fleet.

It would be simpler to identify dangerous routes and help school bus drivers to avoid them, but BusPatrol's wants to make all roads safer and change driver behavior uniformly across communities.

The technology required to power our stop-arm program provides all our riders and their parents with additional benefits, such as access to WIFI and emergency bus safety and anti-bullying alerts. Through our exclusive partnerships with Zonar and BusPlanner, all student riders and their families benefit from access to the Chipmunk parent app and Z Pass™ Student Rider Visibility; providing safe and secure rider reporting.

### WHY FULL-FLEET DEPLOYMENT?



#### COMPLETE SAFETY DATA SETS

FOR EFFECTIVE DECISION MAKING

#### EQUAL ACCESS TO TECHNOLOGY

AND SAFETY BENEFITS FOR ALL FAMILIES



## TECHNOLOGY - HARDWARE & SOFTWARE

### Why is BusPatrol the Leader in School Bus Safety and Stop-Arm Enforcement Technology?

BusPatrol's leading stop-arm camera safety technology, hardware and software suite are fully customized to meet each school district's unique needs.

Through innovation and **exclusive partnerships** with other leaders in pupil transportation, BusPatrol also offers the latest route planning and fleet management solutions to communities at no cost.

#### Full-fleet deployment of BusPatrol's standard equipment package and options including:

- Stop-Arm Cameras & Optional Interior Camera Package
- Digital Video Recorder (DVR) with GPS & Telemetry
- Live Streaming & Remote Evidence Access
- BusPatrol Console & AlertBus Software:
  - Fleet Health Check
  - Snail Trail GPS & Vehicle Information
- Notifications & Safety Alerts (Email and SMS)
- Access to PSA and Educational Safety Campaign Tools

**\$0** Outfit your entire fleet with BusPatrol, Zonar and BusPlanner.

#### Fleet Management & Safety



- Zonar V4™ Telematics Control Unit
- Zonar Ground Traffic Control
- Zonar Connect™ & Samsung Tablets
- Electronic Verified Inspection Reporting
- Zonar Verify Rider Verification
- Z Pass Student Rider Visibility
- Z Pass+ Secure Ridership Alerts
- SafeStop & Child Check-Mate System
- Zonar Count Student Rider Tally
- Zonar Coach - Driver Coaching

#### Routing Solutions



- BusPlanner Pro Route Planning Software
- Transportation Information Portal
- Map & Boundary Administration Software
- BusPlanner GPS Tracking & Analysis Module
- BusPlanner Redistricting Analysis Module
- BusPlanner Route Costing Capabilities
- BusPlanner Turns+
- Chipmunk Parent App
- BusPlanner Implementation & Training



## How Does BusPatrol's AI Technology Improve Stop-Arm Violation Enforcement?

BusPatrol's AI technology empowers communities by making it easier to review video, manage their programs, and communicate with law enforcement.

Our AI algorithms are programmed to identify illegal passers, as well as their vehicle and license plate details. The Automated Violation Analysis (AVA) system allows us to spot potential violations more accurately by reducing the risk of false negatives and human error in the review process.

Once identified, each stop-arm event is reviewed by a BusPatrol safety specialist, after which the evidence package is sent to law enforcement.

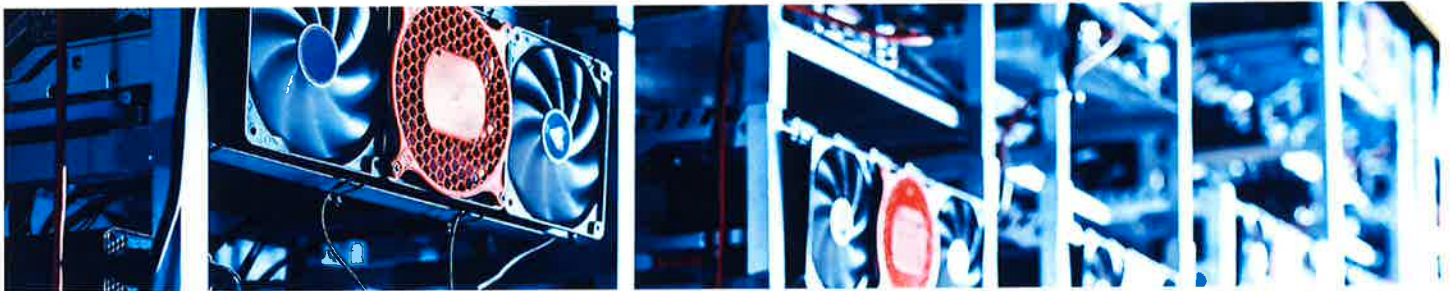


## DATA AND PRIVACY

### What Information Does BusPatrol Share with Law Enforcement, and How Do We Respect Privacy?

Information from BusPatrol's cameras is shared with the police via a secure encrypted portal. To ensure driver privacy, we do not allow school officials to access this data, nor do we make it accessible for disciplinary proceedings unless the law allows it.

We draft tailored access agreements for each municipality, including provisions on privacy and the secure handling of access privileges and data. We also purge all video evidence on a regular basis, in accordance with state law and police procedure.



### What Information Does Buspatrol Share with Partners in Its Reports, and How Often?

**BusPatrol delivers monthly reports to each of its partners, providing them with up-to-date figures and data on:**

- **Safety metrics** including the number citations & violations, infraction volumes & specific data from individual bus stops.
- **Financial reports** including ticket collection, credit card processing, bank statements and proof of payment.

*School board officials can only access BusPatrol's video and data on a secure portal, with authorization as defined by their school board.*



## ECONOMIC BENEFITS

### What Human Resources Are Required to Run BusPatrol’s Program? How Many Jobs Does a Program Create in Local Communities?

Stop-Arm enforcement programs require trained individuals to help manage the infraction review process, as well as equipment maintenance, IT management, and stakeholder coordination.

BusPatrol operates local command centers that provide responsive maintenance, repair, and support services. Our headquarters and central processing center is located in Lorton, Virginia.

**We are committed to opening centers in each region we serve.** In addition to ensuring we can provide on-site assistance, this also **creates approximately 50 local jobs** in roles such as evidence processing, field service, program administration, and customer service.

When it comes to the staffing needs of law enforcement, each municipality typically requires two people to handle evidence reviews and provide final approval before tickets are issued, though this varies based on the volume of violations each office receives. **Payroll for these individuals is covered by ticket revenue, which means zero-cost for the law enforcement office as well.**

## JOB CREATION THROUGH LOCAL COMMAND CENTERS

Evidence Processing



Field Service



Program Administration



Customer Service



## **SAFETY BENEFITS & DATA**

### **How Do Stop-Arm Programs and Technology Help Communities Beyond Enforcement?**

BusPatrol's Stop-Arm programs are changing the driving culture in communities across North America. School bus safety laws are being enforced more thoroughly and effectively with the help of our hardware, software, AI and safety specialists. Additionally, driver attitudes are shifting towards caution, making the roads safer for our children.

Moreover, the same technology that powers our buses can also be used as robust data gathering tools to empower school executives and facilitate informed decision making. At no cost, BusPatrol outfits entire fleets with LTE connectivity, GPS and cameras. Our exclusive partnerships with Zonar and BusPlanner allow school districts to benefit from integrated stop-arm, route planning and fleet management data.

In addition, revenues from the issued tickets are used at the discretion of our partners. BusPatrol's stop-arm program provides opportunities for municipalities and school districts to fund education and other student safety initiatives.

## **BUSPATROL REGIONAL SUPPORT**

### **What is Required for Stop-Arm Programs to Work Between Communities?**

Implementing a stop-arm safety program requires critical coordination between key regional stakeholders including law enforcement and municipal and county focal points. In addition to supporting the development of a memorandum of understanding (MoU) between parties, BusPatrol's safety deployment experts and legal team have the knowledge and experience required to expedite the drafting of local ordinances that may be required in specific jurisdictions.

**ADDITIONAL FAQ**

## **What If My School District Includes More Than One Municipality?**

In cases where a district covers more than one municipality, the school board must enter into an agreement that includes all municipalities concerned. BusPatrol can help broker the agreement to ensure all stakeholders have their needs and concerns addressed.

## **What If a Bus Records a Violation While on a Trip Outside the District?**

While BusPatrol processes every stop-arm event captured by our cameras, we only operate within the specific territory mandated by our agreement with each municipality. Using geofencing technology, in conjunction with our GPS and telemetry systems, we can pinpoint the exact location of each violation and ensure that tickets are only issued for infractions that occur within the agreed district.

That said, our aim is to change driver behavior across the country. If BusPatrol captures a violation in another jurisdiction, we will share an evidence package with its local authorities for their consideration. No action will be required on the school district's part.

## **What Is a District's Role in Adjudicating Tickets? Can It Dismiss Tickets, If Desired?**

All stop-arm violation tickets are treated as civil infractions and fall under the purview of the district. However, only police can determine whether a ticket should be issued. Once issued, the ticket carries a mandatory fine and only the police or a judge have the authority to dismiss it.

## REFERENCES & REPUTATION

### What Experience Does BusPatrol Have Working with Community Partners?

BusPatrol is the leading and most deployed stop-arm enforcement solution in America. We are also the only company dedicated entirely to child and school bus transportation safety.

Our business model is built on a spirit of partnership and collaboration. We work closely with diverse communities, as well as with public and private stakeholders, each of which has a unique set of needs and challenges.

### THE MOST DEPLOYED STOP-ARM PROGRAM IN AMERICA

**THOUSANDS OF BUSES** OUTFITTED WITH BUSPATROL TECHNOLOGY

School buses in the following states and provinces have been equipped with BusPatrol technology:



Alabama



Georgia



Maryland



Massachusetts



New York



North Carolina



Pennsylvania



Virginia

Ontario



Quebec





## IMPLEMENTING OUR PROGRAM

### How Can My School District Implement BusPatrol's No-Cost Stop-Arm Enforcement Program?

Contact BusPatrol by email at [info@buspatrol.com](mailto:info@buspatrol.com) or [visit us online](#) to schedule a free safety assessment. A BusPatrol safety representative will schedule a brief meeting with you to learn more about your school district or municipality's specific needs.

---

*A BusPatrol agreement comes with a guarantee of a full-fleet installation, maintenance (including equipment repairs), deployment schedule, privacy and encryption assurance, and terms of payment related to shared ticket revenue generated by the program.*

#### Contact:

Email: [info@buspatrol.com](mailto:info@buspatrol.com)  
Web: [www.buspatrol.com](http://www.buspatrol.com)  
Phone: 1-888-507-6219

**THOUSANDS  
OF DRIVERS**



**EDUCATED EACH MONTH**

**LEARN MORE ABOUT OUR  
STOP-ARM ENFORCEMENT PROGRAM**



# BUSPATROL

## Contact :

Phone : 1-888-507-6219

Email : [info@buspatrol.com](mailto:info@buspatrol.com)

Web : [www.buspatrol.com](http://www.buspatrol.com)

Address :

8540 Cinder Bed Rd #400,  
Lorton, Virginia, 22079, United States

B U S P A T R O L - F A Q M A N U A L S T O P - A R M S A F E T Y

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #11

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SUBJECT: Consider Authorization to Purchase Faro "Crime Scene" Laser Mapping System

MEETING DATE: August 14, 2023

BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison

INITIATED BY: J. Scott Bendig, Chief of Police

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BACKGROUND:

In 2019, police departments in the North Penn region formulated the North Penn Crash Team. This team is comprised of area police officers with specialized crash reconstruction and related training. Officers assigned to the team are available to assist area departments in investigating serious motor vehicle crashes in accordance with requests for assistance made under the Pennsylvania Municipal Police Jurisdiction Act.

In 2021, the team identified equipment that would be beneficial in assisting members in reconstructing these serious motor vehicle crashes. The necessary equipment identified included a laser mapping system. This unit would be utilized to accurately measure and collect data from objects, surfaces, buildings, and landscapes. On behalf of the team, our department undertook efforts to secure funding to purchase the system with the invaluable assistance of Senator Collett, Representative Malagari, Representative Cerrato, and former Representative Stephens.

On April 5, 2023, the department was informed that we were awarded a Department of Community and Economic Development grant of \$76,941.00 to purchase a laser mapping system for the team. After consultation with the Montgomery County District Attorney's Office, their office requested the Faro Laser Mapping System be purchased. The Faro Laser Mapping System is the same technology platform utilized by the District Attorney's Office and other Montgomery County law enforcement agencies, thus ensuring continuity in crime scene documentation and criminal prosecutions that may arise from these investigations.

Attached is a quote dated June 8, 2023, from ZNET Tech, an authorized vendor of the Faro Laser Mapping System, at a total cost of \$76,479.52.

PREVIOUS BOARD ACTION:

None

**BUDGET IMPACT:**

None. Funds for all equipment are covered under the Department of Community and Economic Development Grant.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the purchase of the requested equipment.

**MOTION/RESOLUTION:**

**Motion** to authorize the contract for purchasing a Faro Laser Mapping System at a total cost of \$76,479.52 per the attached quote.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.





Remit To:  
**ZNet Tech, LLC**  
 PO BOX 213  
 Olney, MD 20830  
 301 200-4715 office  
 301 200-4716 fax

GSA Schedule

47QTCA18D003S

Quote

0523-30-Mont R2  
 Rev2

Ship To: Montgomery Township Police  
 1001 Stump Road  
 Address: Montgomeryville, PA, 18936  
 Peter Byrne

2290373

CUST ID:	BID / QUOTE:	POINT OF CONTACT:	BID DATE:	Required Date	F.O.B.	TERMS
	0523-30-Mont R2	Gary Black 202 262-8002 / garyb@znettech.com	8-Jun-23	2-6 Weeks	EXW Origin	Net 30
	DUNS: 610551637	TIN: 20-3728205	Cage: 499VS			
Line Item	Product Number	Product Description	GSA/Open Market	Unit Price	Quantity	Extended Price
	LS9-HU	<b>FARO Focus Premium USA</b>			1	\$ 37,225.00
		Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty				
	ACCS-PWR-0014	<b>3D AC LS FocusS Battery Power Block</b>			1	\$ 545.00
		Power Block battery for Focus laser scanner and Freestyle.				
	ACCSS8032	<b>3D AC LS Standard Carbon Fiber Tripod</b>			1	\$ 1,070.00
		Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability				
	SSA0900-3Y	<b>SSA0900-Scene</b>			1	\$ 4,905.00
	SSA51007-3Y	<b>SSA51007-FARO Zone 3D Expert</b>			1	\$ 4,150.00
	SOFTL0001	<b>Single User Soft Loc</b>			2	\$ -
	COMP0123X64	<b>VR Ready Notebook</b>			1	\$ 5,000.00
		High-end notebook computer. Contact your FARO representative for current specifications.				
	TR-FZ3-COR	<b>FZ Core</b>			1	\$ -
		Two consecutive day, consisting of four-hour virtual classroom training. The FARO Zone 3D Core training is specifically designed to assist new users				
	TR-SCN-POS	<b>Laser Scanner Tr. - FARO Fac. - Inc</b>			1	\$ -
		Available only at point of FARO system sale. Includes training for 2 Trainees				
	TR-SCN-POS-FOR-O	<b>OnSite Forensics Cust-Site Upg. 5 Day</b>			2	\$ 16,150.00
		Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.				
	ACCSS0287	<b>200mm Koppa Target W/ Tripod Mount Kit</b>			1	\$ 2,700.00
	SV2-SCN-Y3	<b>FOCUS Premium Complete Care Year 3</b>			1	\$ 4,700.00
		Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 3 from point of sale				
		ZNet Tech, LLC. Small Business 47QTCA18D003S			SUBTOTAL	\$ 76,445.00
		Thank you for considering ZNet Tech, LLC..			S&H	\$ 34.52
					TOTAL	\$ 76,479.52



**FARO Technologies, Inc.**

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234

Fax: +1.407.333.4181

Nasdaq: FARO  
[www.FARO.com](http://www.FARO.com)

June 1, 2022

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation, as the sole developer and manufacturer of the FARO Focus Laser Scanners (including the Focus M, Focus S and Focus Premium), the FARO Freestyle 2, FARO Focus Thermal Covers, SCENE software and FARO Zone software. FARO is also the sole provider of the software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, SCENE Software, and FARO Zone software. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO.

FARO Technologies, founded in 1982, is a global leader in the manufacture of 3D measurement technology. FARO Technologies, a global organization, designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

FARO is the sole developer and supplier of FARO Zone Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis.

Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions,

A handwritten signature in blue ink, appearing to read "Jim Schwartz", is positioned above the printed name and contact information.

Jim Schwartz | Senior Solutions Director | Public Safety Analytics  
FARO Technologies, Inc. | 250 Technology Park | Lake Mary, FL 32746  
Office: 414.614.6421 | [jim.schwartz@faro.com](mailto:jim.schwartz@faro.com)



*From the Desk of*  
**Lieutenant Edward Schikel**  
**Forensic Services Unit**  
**Montgomery County Detectives**  
**County of Montgomery, Norristown PA**

**610-278-3387**  
**Edward.schikel@montgomerycountypa.gov**

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**Date:** May 01, 2023  
**To:** Chief J. Scott Bendig  
**Subject:** **Faro Scanning Technology**

The Montgomery County District Attorney's Office's Forensic Services Unit is responsible for investigating and recording detailed information on serious criminal incidents or significant events within the county.

Faro 3D Scanning technology and associated components are the primary tools Montgomery County law enforcement partners rely on to document crashes and crime scenes. Utilizing the same hardware and software platform with all departments ensures continuity in crime scene documentation.

Moreover, the continuity between agencies in documenting critical events is paramount in effectively, compassionately, and accurately presenting crime scene evidence at trial.

Lieutenant Edward Schikel  
Forensic Services Unit

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #12

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SUBJECT:	Approval of Purchase of New Pick-Up Truck for DFS Fire Marshal's Office
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Annette M. Long
INITIATED BY:	William Wiegman, Fire Chief

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**BACKGROUND:**

The DFS is seeking the Board of Supervisors' approval to purchase a new pick-up truck for the Fire Marshal's Office. This pick-up truck would be housed at Battalion 1 and would be utilized for fire investigations, emergency management, QRS response, technical rescues, and the daily activities of the DFS. The pick-up truck would be utilized daily by members of the DFS for follow-up inspections, community risk reduction activities, the drone program, and any other activities related to the Fire Department and Fire Marshal's office. This would allow the DFS to respond to incidents in a marked township vehicle with the necessary equipment.

The FDMT RA currently owns Utility 18. This piece of equipment is underutilized by the FDMT RA. The FDMT RA is also in the process of receiving a new Special Service pick-up truck to support the efforts of the Fire Department. The new Special Service will have an open bed that will allow for the transportation of equipment and fire hoses from the scene. The Special Service will also be utilized by the Fire Police. The FDMT RA has agreed to sell Utility 18 to the Township for fair market value.

The DFS has budgeted \$120,000.00 in the 2023 Capital Plan for the purchase of a pick-up truck for the Fire Marshal's Office. The purchase of the pick-up truck from the FDMT RA will allow the DFS to purchase the needed truck without a long delivery time and at fair market value. This truck will also be available for use by the FDMT when needed.

**BUDGET**

The DFS has budgeted \$120,000.00 in the 2023 Capital Plan for the purchase of a pick-up truck for the Fire Marshal's Office.

Pick-Up Truck from FDMT RA	\$38,000.00
SPACEKAP from FDMT RA	\$40,000.00
SPACEKAP Upfits from ESI Rapid Response	\$12,834.21
Danz Lettering for Striping	\$3,700.00
Mobile Data Computer and Mount	\$3,708.40
MDC License from Montgomery County	\$1,903.00
Fire Investigation Evidence Collection Equipment	\$1000.00
Fire Investigation Tools	\$500.00
Scene Documentation Camera & Software	\$1200.00
Drone Monitor	\$1000.00
 Total Price	 \$103,845.61

**RECOMMENDATION:**

Staff is recommended that the BOS approve the purchase of a pick-up truck from the FDMT RA at fair market value in the amount of \$78,000.00. Staff is further recommending that the BOS approve the purchase of the necessary equipment, upfit, and striping of the new pick-up truck in the amount of \$25,845.61. The DFS has budgeted \$120,000.00 in the 2023 Capital Plan for the purchase of a pick-up truck for the Fire Marshal's Office. The total cost of the project is \$103,845.61.

**MOTION/RESOLUTION:**

**Motion** to approve the purchase of a pick-up truck from the FDMT Relief Association at fair market value in the amount of \$78,000.00 and approve the purchase of the necessary equipment, upfit, and striping of the new pick-up truck in the amount of \$25,845.61 for a total cost of \$103,845.61.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



### Customer Information

You may drive and appraise my vehicle \_\_\_\_\_  
Initials \_\_\_\_\_  
Customer signature \_\_\_\_\_  
Manager signature \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Region: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone (Home): \_\_\_\_\_  
Phone (Work): \_\_\_\_\_  
Phone (Mobile): \_\_\_\_\_

### Vehicle Information

VIN: 1GC4KZEG7FF564059 Odometer: 8,216  
Year: 2015 Interior Color: \_\_\_\_\_  
Make: Chevrolet Exterior Color: \_\_\_\_\_  
Model: Silverado 3500HD Transmission: Automatic  
Series: LT Condition: \_\_\_\_\_

### Additional Information

Comments: 7/23 INSP. \_\_\_\_\_  
Extended Warranty: \_\_\_\_\_ Good Until: \_\_\_\_\_  
Factory Certification: \_\_\_\_\_ Time: \_\_\_\_\_ Odometer: \_\_\_\_\_  
Vehicle Salvaged: \_\_\_\_\_ Flood Damage: \_\_\_\_\_  
Factory Buyback: \_\_\_\_\_ Odometer Replaced: \_\_\_\_\_  
Improvements: \_\_\_\_\_  
Tag or Plate: \_\_\_\_\_ Tag State/Region: \_\_\_\_\_ Exp: \_\_\_\_\_  
Lien Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
Lien Account #: \_\_\_\_\_  
Lien Address: \_\_\_\_\_  
Lien Payoff: \_\_\_\_\_ Good Until: \_\_\_\_\_ Per Diem: \_\_\_\_\_  
DMV Fee: \_\_\_\_\_  
Title in Name of: \_\_\_\_\_  
Title in State/Region of: \_\_\_\_\_

Salesperson: \_\_\_\_\_ Appraisal Date: 6/5/2023 Est. Recond./Certif.: \$1,000 / -

This is the fire Rescue truck. Please  
let John know

Appraiser: Michael Giambattista Good Until: 6/12/2023 Appraisal Amount: \$38,000.00  
Signature



Chief William Wiegman  
Montgomery Township Fire Department  
Montgomeryville, PA 18936

June 30, 2023

Dear Chief,

Per your request, please find below the fair market value of the unit you purchased from ESI Equipment inc. in 2014. The pricing does not include the cost of the truck.

Value for your unit \$40,000.00

Please let us know if you have any questions or need any further information.

Best Regards,

Damon Oaten  
VP of Sales  
Apparatus Division Manager  
ESI Equipment Inc.  
123 Keystone Drive  
Montgomeryville, PA 18936  
267-803-1440 ext122

A DIVISION OF ESI EQUIPMENT, INC  
119 Keystone Drive  
Montgomeryville, PA 18936  
1-800-574-8228  
apparatusdivision@ESLequipment.com  
[www.ESIapparatus.com](http://www.ESIapparatus.com)



219 St-Georges, Beloeil (Québec) J3G 4N4 • Tél.: (450) 467-8611

**SOLE SOURCE LETTER**

Effective: July 17<sup>th</sup>, 2023

Montgomery Township Department of Fire Services  
Director Bill Wiegman  
PO Box 18, Montgomeryville PA 18936

Mr. Wiegman,

This letter is to **CERTIFY**, that **ESI RAPID RESPONSE** is the **SOLE SOURCE DISTRIBUTOR** of **SPACEKAP RRU** products in your territory (USA).

For any assistance please contact:

**Address:**

Les Industries Fibrobec Inc.  
219 St-George,  
Beloeil, Qc  
J3G 4N4

**Tel:** (450)467-8611

**Fax:** (450)467-1890

**ESI RAPID RESPONSE.** has the responsibility to promote, distribute, sell, and offer technical assistance for **SPACEKAP**, a division of Les Industries Fibrobec Inc.

If you have any questions, please do not hesitate to contact me.

Best regards,

Sean Brideau  
Key Account Manager



## Customer Price Quotation

Customer Name Montgomery Township Fire Department  
Address Stump Rd.  
Address Montgomeryville, PA 18936  
Contact Name Bill Wegman  
Cell  
Direct Phone  
Fax  
[Email](#)



Chassis Supplied  
Type of Unit: Utility  
Vehicle Make GM  
Model Silverado  
Year 2015  
Engine Type  
GVW Rating 10,500  
4 x 4 Manual or Electric Shift  
Alt. Size, (SEE minimums below)  
6.5' or 8' Bed 8'

### **853 Storage Solutions**

#### **\* Side Compartments:**

- Single level ***angled*** tray, one side only  
1 33w x 32d w/3" front lip and 2" side/rear lips  
Verticle support from floor (must have centered dual floor slides, req. engineering approval)  
FDR and 50/50 type strut assist

#### **\* Rear Access Shelves/Trays:**

- 1 Upper Rear Shelf offset with slots for equipment dividers

#### **\* Floor Mounted Slides with Trays and Compartments/Shelves/Options:**

- 1 Bi-Level Tray 3/16", 24" W x 94"L, 2" lips front end/sides 8" backstop rear end with  
Tray 3/16", 23.5W x 80"L, 2" lips all sides raised 10" above base tray  
1 Tray 3/16", 22-24" W x 94"L, 1" front lip/3" slotted side lips/8" backstop rear end.  
2 Adjustable divider 24"W x 12"H

- \* Note: ALL Consoles will be delivered with blank trim panels unless radio(s) make/model are supplied AT TIME OF ORDER! Customer must note if the host vehicle has a floor shifter

## **Electrical**

- Energy Chain - Transfer power from stationery position to sliding floor tray.
- 1 Loaded with either a single 120VAC 15A cable and/or 12VDC 20A Circuit.  
Cables deadened on base of tray
- 1 120v AC Single Duplex Receptacle with USB A and C ports  
(From inverter/shore power)
- 1 Add-on 120v AC Single Duplex Receptacle with USB A and C ports  
(used with option above)
- 1 12V Power Outlet w/(1) 12V outlet and (1) Dual 2.1A USB, enclosure surface mounted

## **Options**

- 1 Engineering Design with CAD

**MSRP : \$18,764.86**

**SALE PRICE \$12,834.21**

Note: 50% Deposit Required Prior to Processing Any Order  
Credit card payments are subject to 4% charge

Prices Valid for 30 Days From Date Submitted  
F.O.B. Collect: Montgomeryville PA

**8/10/2023**

Respectfully Submitted,  
Sales Rep, Damon Oaten



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

**BILL WIEGMAN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NMBN557	7/26/2023	GETAC (2)	13290496	<b>\$3,708.40</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP B2B EXTD WTY - LAPTOP YEAR 4 &amp; 5</a> Mfg. Part#: D000B18 Bumper to Bumper + Extended Warranty- B360 Laptop (Year 4 & 5) - Getac, B360 Fully rugged, Bumper-to-Bumper+Extended Warranty, 5, Years Electronic distribution - NO MEDIA Contract: MARKET	1	6126074	\$550.00	\$550.00
<a href="#">HP 120W 11-16V 22-32V DC Vehicle Adapter</a> Mfg. Part#: A994519 Getac 120W 11-16V, 22-32V DC Vehicle adapter, 3 year warranty (For docking station) Contract: Keystone Purchasing Network (022-G)	1	5840207	\$95.00	\$95.00
<a href="#">Havis Vehicle Dock - without pass-through - docking station</a> Mfg. Part#: OHHGTC619 Contract: Keystone Purchasing Network (022-G)	1	5725981	\$906.69	\$906.69
<a href="#">HP Getac V110 G6 11.6" Core i5-10210U 16GB RAM 256GB Windows 10 Pro - Touch</a> Mfg. Part#: 6G909U3 Contract: Keystone Purchasing Network (022-G)	1	6911027	\$2,156.71	\$2,156.71

<b>SUBTOTAL</b>	\$3,708.40
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$3,708.40</b>

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

**Billing Address:**

FIRE DEPARTMENT OF MONTGOMERY  
VINCE ZIRPOLI PRESIDENT OF FDMT RA  
PO BOX 18 RELIEF ASSOCIATION  
FIRE DEPARTMENT OF MONTGOMERY  
MONTGOMERYVILLE, PA 18936-0018  
**Phone:** (215) 393-6935

**Payment Terms:** Prepay-Check

**Shipping Address:**

MT DFS  
1001 STUMP RD  
TOWNSHIP BUILDING  
MONTGOMERYVILLE, PA 18936-9605  
**Phone:** (215) 393-6935  
**Shipping Method:** UPS Ground (2 - 3 day)

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Sales Contact Info**

**Nick Santavicca** | 800.808.4239 | [nick.santavicca@cdwg.com](mailto:nick.santavicca@cdwg.com)

**Need Help?**

My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Quality Hand Lettering &amp; Gold Leaf

## QUOTATION

July 7, 2023

Montgomery Township Dept. of Fire Service  
1001 Stump Road  
Montgomeryville, PA 18936

Attention John Scheiter,

The following is the quote you requested for work by Danz lettering:

**Remove striping, lettering, & door seals. Replace with black scotchlite striping & new patches on Utility #18**

**PRICE: \$3,700.00**

**Remove remaining scotchlite striping & lettering. Replace with black scotchlite striping & new patches on Chevy Tahoe.**

**PRICE: \$2,200.00**

If you have any further questions please call Dan at 215-327-7637.

Thank you for your Business,

Dan Danzenbaker  
Danz Lettering

Faxed to 215-699-1560



Customer:	Montgomery County PA
Quote Number:	2023-53504
Quote Date:	07/18/2023
Expiration Date:	12/29/2023

---

**To:** Jeremy DeStefano  
50 Eagleville Rd  
Eagleville PA 19403  
United States  
610.631.3003  
610-631-6536  
jdestefa@montcopa.org  
Technology Coordinator/  
Delegated Admin

**Ship To:** Montgomery County PA  
Jeremy DeStefano  
50 Eagleville Road  
Technology Coordinator/  
Delegated Admin  
Eagleville Pennsylvania 19403  
United States

**Bill To:** Montgomery County PA  
Jeremy DeStefano  
Technology Coordinator/Delegated  
Admin  
ATTN: Wayne B. Masters  
Spring Mill Fire Company No.1  
1210 E. Hector Street,  
Conshohocken Pennsylvania 19428  
United States

---

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000



Customer:	Montgomery County PA
Quote Number:	2023-53504
Quote Date:	07/18/2023
Expiration Date:	12/29/2023

## Quotation

### Project Configuration Listing

USD

Part Number	Description	Qty	Ext Net Price
IPS0080	Mobile for Public Safety CC	1	\$1,507.00
IPS0080BCK	Mobile for Public Safety CC - Backup License	1	\$0.00
IPS0080TST	Mobile for Public Safety CC - Test License	1	\$0.00
Project Total			\$1,507.00

### Maintenance Configuration Listing

USD

Part Number	Description	Qty	Type	# of Mths	Ext Net Price
IPS0080	Mobile for Public Safety CC	1	PRM	12	\$396.00
IPS0080BCK	Mobile for Public Safety CC - Backup License	1	PRM	12	\$0.00
IPS0080TST	Mobile for Public Safety CC - Test License	1	PRM	12	\$0.00
Maintenance Total					\$396.00

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000





Customer:	Montgomery County PA
Quote Number:	2023-53504
Quote Date:	07/18/2023
Expiration Date:	12/29/2023

## Summary

	USD
Project Total	\$1,507.00
Maintenance Total	\$396.00
<b>Total Price*:</b>	<b>\$1,903.00</b>

\*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

### Notes:

This Quote is an Order made pursuant to that certain Master Agreement dated April 8, 2021 by and between Montgomery County, PA ("Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon")

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000



Customer:	Montgomery County PA
Quote Number:	2023-53504
Quote Date:	07/18/2023
Expiration Date:	12/29/2023

This quote is provided pursuant to separately agreed upon Terms and Conditions which are expressly identified in this Quote; but in absence of such express identification, this Quote is governed by <https://legaldocs.hexagon.com/sig/Sales/US-MT06-2021b.pdf>.

You will be sent a confirmation of purchased maintenance services by the Hexagon Customer Services Administration department.

If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, prior to the expiration date, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to your Account Manager. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/ services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

---

This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000



Customer:	Montgomery County PA
Quote Number:	2023-53504
Quote Date:	07/18/2023
Expiration Date:	12/29/2023

## Signature & Reference

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### Montgomery County PA

Signature:

---

Printed Name:

---

Phone:

---

Date:

---

PO reference (if required for invoicing):

---

Tax Exemption ID (if applicable)

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This Quotation is issued by:

Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758 USA  
Tel: (256) 730-2000

## Billing & Payment Information

---

Please check to indicate payment and billing instructions:

☐

My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_

☐

I wish to pay by CREDIT CARD. Hexagon will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Hexagon and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: \_\_\_\_\_

Telephone number of Cardholder: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

☐

INVOICE ME based on my returning this signed acceptance sheet. No PO will be Issued. (Your order will be processed upon written acceptance by Hexagon and upon credit approval.)

☐

My CHECK payable to **Intergraph Corporation** has been sent to the following address

Intergraph Corporation  
7104 Solution Center  
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Hexagon and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: \_\_\_\_\_ Check Amount \_\_\_\_\_

☐

My DOMESTIC WIRE PAYMENT has been wired to :

ABA Number: 021000018  
Bank Name: Bank of New York Mellon, New York  
Favor of: Bank: SEB(Skandinaviska Enskilda Banken)  
Account Number: 890 043 9688  
For further credit to Beneficiary: Intergraph Corporation, Account #00007583

☐

My ACH PAYMENT has been sent to:

Account Number: 1030429611  
Company Name: Intergraph Corporation SGI  
Routing Number: 043000096  
Beneficiary Bank Name: PNC Bank N.A.  
Address: Pittsburgh, PA 15222  
Phone# 1-877-824-5001, Opt 1 and Opt 3  
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Hexagon.)

## SOFTWARE

### Mobile for Public Safety (IPS0080)

Mobile for Public Safety is a client application that resides on each mobile data terminal (MDT) and provides the mobile user interface to the I/CAD System and to other mobile MDT's. Mobile for Public Safety has the ability to interoperate with the GPS receiver if available.

Mobile for Public Safety is Intergraph's Mobile client application providing:

- A modern technology platform that provides flexibility for future enhancements and application integration
- Support for consumer map display – Google Maps / Microsoft Bing Maps
- Powerful, new, intuitive user interface designed from the ground up with the mobile user in mind
- Workflow interruptions minimized with support for occasionally disconnected network
- Lower cost of implementation / upgrade
- Role specific user interface templates

Mobile for Public Safety communicates with I/CAD through the server-based I/MDT product. Messages are sent and received asynchronously. Mobile for Public Safety allows units to access a subset of I/CAD commands and provides an interface to external databases for queries such as vehicle license checks.

Although certain operations are performed locally at the unit, ultimate event and unit management is performed at the central communications center. Thus, Mobile for Public Safety mainly facilitates and supports the overall I/CAD System. Mobile for Public Safety serves as a mobile user interface to I/CAD, empowering remote personnel with abilities to deal with units, events, people, things, and locations.

The following depicts the operational context of Mobile for Public Safety. The Mobile for Public Safety software resides in an MDT in a remote unit, connected by radio to I/MDT, the server-based interface to I/CAD.

Mobile for Public Safety runs on the Windows operating system and thus may be running concurrently with other software, such as an editor for report capture. Mobile for Public Safety does not preclude any additional software from running on the operating system so long as it does not interfere with Mobile for Public Safety operation. Mobile for Public Safety provides a mechanism to allow:

- The I/CAD operator to provide information (especially dispatches) to the unit with Mobile for Public Safety
- Attachments to dispatch reports and messages.
- The I/CAD System to automatically provide information to the unit
- The I/CAD operator to make inquiries about the Mobile for Public Safety unit
- The Mobile for Public Safety unit's operator to provide information to the I/CAD System
- The Mobile for Public Safety unit to automatically provide information to I/CAD, such as vehicle location
- The Mobile for Public Safety operator to make inquiries from I/CAD
- The Mobile for Public Safety operator to make inquiries on external databases such as a vehicle license check
- The Mobile for Public Safety operator to communicate with other units
- Support for person level tracking
- Ability to create staging areas and assign units
- Support for Facility Recommendations when transporting

Mobile for Public Safety supports an optional Bing Map or Google Map window. This window provides a consumer mapping experience using either the Microsoft Bing Map or Google Map engines and data layers. Layered on top of the Bing or Google Map data are current event locations and vehicle positions, if they are AVL equipped.

Within the Bing Maps environment there exists a "Bird's Eye View" layer of data. In the US, this data is owned by Pictometry and restricted in its use. The license agreement between Microsoft and Pictometry prohibits the distribution of this data through the Bing Maps interface to any U.S. Public Sector agency; this includes Intergraph's U.S. Public Safety customers.

Both the Bing Maps and Google Maps implementations require that the customer enter into a license agreement with the respective supplier. Access to Bing Maps and Google Maps from within the Mobile for Public Safety environment is not free.

**Note:** To support transition, Mobile for Public Safety and I/Mobile can run together in a heterogeneous environment.

#### Recommendations:

Refer to the Support Knowledge Center for currently supported operating system, database, browser and other tools version information.

**NOTE:** This product is offered on a monthly subscription basis. The contract period is for the number of months stated on the quote and includes premium maintenance coverage. Customers may purchase as many subscription licenses as they choose, however they may not increase or decrease the number of licenses within a subscription period. For example, they may not purchase 6 at the start of the subscription and decide three months later that they only need 2 for the remainder of the period. If they wish to increase the number of licenses, they do have the option to purchase additional licenses with independent subscription periods.

Prerequisites: MS IE9, 10 or 11; I/MDT (IPS0009); I/Tracker (IPS0015) for AVL; See Public Safety system spec for HW details; Implementation and training; I/Informer and Services for external DB query; License agreement if using Bing or Google maps

Ownership: Intergraph Developed w/Third Party

Language: FIELD SOLUTIONS

License Type: Concurrent

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #13

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SUBJECT:	Approval of Montgomery County Fire Services Recovery Grant- FDMT
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Annette M. Long, Vice-Chairwoman
INITIATED BY:	William Wiegman, Fire Chief

---

**BACKGROUND:**

On July 10, 2023, the FDMT received notice that their application to the Montgomery County Fire Services Recovery Grant Program was approved. The FDMT was awarded \$26,622.00 through the Grant Program. The FDMT will utilize this grant money to assist in the purchasing of new Turn Out Gear for the members of the FDMT.

**BUDGET**

The FDMT was awarded \$26,622.00 through the Montgomery County Fire Services Recovery Grant Program. This will have a positive impact on the 2023 FDMT Operational Budget. The grant funding can be utilized for the purchase of new Turn Out Gear for the members of FDMT.

**RECOMMENDATION:**

It is the recommendation of Staff that the Board of Supervisors approve the FDMT's grant award of \$26,622.00 through the Montgomery County Fire Services Recovery Grant Program.

**MOTION/RESOLUTION:**

**Motion** to approve the FDMT's grant award of \$26,622.00 through the Montgomery County Fire Services Recovery Grant Program.

- 1) Motion by:\_\_\_\_\_ Second by:\_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



## GRANT AGREEMENT BETWEEN:

### PARTIES TO THE AGREEMENT:

Montgomery County  
P.O. Box 311  
Norristown, PA 19404-0311  
Lee Soltysiak, Chief Clerk

Point of Contact: Montgomery County Recovery Office  
recoveryoffice@montgomerycountypa.gov

### GRANTEE:

Fire Department of Montgomery Township

\_\_\_\_\_  
Name of Fire Company

**PO 18**

\_\_\_\_\_  
Street Address 1

\_\_\_\_\_  
Street Address 2

Montgomeryville	PA	18936
_____ City	_____ State	_____ Zip

**William F. Wiegman**

\_\_\_\_\_  
Point of Contact Name

### FIRE GRANT PROGRAM

June 27, 2023

-----  
EXHIBIT

EXHIBIT A      Resolution of County Board of Commissioners

\_\_\_\_\_

This grant agreement ("Agreement"), entered into by and between the COUNTY OF MONTGOMERY, Commonwealth of Pennsylvania, with principal offices at PO Box 311, Norristown, PA 19404 ("County"), and Fire Department of Montgomery Township, with  
Name of Fire Company  
principal offices at the address listed above ("Grantee").

**BACKGROUND:**

WHEREAS, on March 11, 2021, the federal government signed into law the American Rescue Plan Act (ARPA), and

WHEREAS, ARPA amended the Social Security Act and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, the SLFRF allocated \$161,395,498 to Montgomery County; and

WHEREAS, by Resolution No. 22-C.348, dated August 18, 2022, the County formally adopted the Montgomery County Recovery Plan detailing individual initiatives funded by the County SLFRF allocation; and

WHEREAS, the Montgomery County Recovery Plan included an allocation of \$1,500,000 for the Fire Services Recovery Grant Program; and

WHEREAS, the Fire Company listed above has been deemed eligible for a grant under the aforementioned Program in the amount communicated to them by the Recovery Office; and

WHEREAS, this Agreement is governed by ARPA, the [Coronavirus State and Local Fiscal Recovery Funds Final Rule and Pandemic Relief Programs Regulation \(31 CFR Part 35\)](#), and the latest versions of the [Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds](#) and [Title 2 U.S. Code of Federal Regulations Part 200 \(Uniform Guidance\)](#); and

WHEREAS, pursuant to the SLFRF Program, Montgomery County is the Recipient, which is defined as the entity that receives the SLFRF award; and

WHEREAS, pursuant to the SLFRF Program, the Grantee is the Beneficiary, which is defined as the end user of a program designed to respond to the negative economic impacts of COVID-19; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the County has agreed to make the allocation to the Grantee.

NOW, THEREFORE, the parties hereto, for and in consideration of the funds committed by the County hereunder and the mutual covenants of the parties set forth herein and the relative obligations, benefits, and considerations set forth, conferred and imposed hereunder, and intending to be legally bound and to bind their respective successors in interest, agree as follows:

## **I. AGREEMENT TERM.**

- A. This Agreement, executed as of Jul 10, 2023 remains in effect for the entirety of the period of performance through December 31, 2026, and for a five year period after the end of the period of performance through December 31, 2031 for the purposes of compliance with required audit processes.

## **II. PAYMENT OF FUNDS.**

- A. Subject to the terms and conditions set forth herein, the County shall make the Allocation to the Grantee in a single disbursement, which shall be used to complete those activities and costs approved by the County and described in Section III below, and for no other purposes.
- B. This Agreement must be signed and returned electronically to Montgomery County c/o the Montgomery County Recovery Office (at [recoveryoffice@montgomerycountypa.gov](mailto:recoveryoffice@montgomerycountypa.gov)) within 14 days of being sent by the County.
- C. Upon return of this signed Agreement, the Grantee agrees to use the funds received in accordance with the terms of this Agreement.

## **III. ELIGIBLE AND INELIGIBLE USE OF FUNDS.**

- A. Funds may be used by the Grantee for expenditures incurred during the Agreement Term as described below:
- a. General Operating Expenses;
  - b. Purchase of Equipment;
  - c. Training;
  - d. Fundraising Expenses; and/or
  - e. Other Related Business Expenses
- B. Funds shall not be used by the Grantee for expenditures incurred during the Agreement Term as described below:
- a. Debt Service;
  - b. Replenishing Financial Reserves;
  - c. Satisfaction of Settlements and Judgments; or
  - d. Uses that Contravene the Purpose of ARPA

#### **IV. GENERAL CONDITIONS.**

- A. Notices, communications, and details concerning this Agreement for the County shall be directed to the Montgomery County Recovery Office at P.O. Box 311, Norristown, PA 19404, or by email to [recoveryoffice@montgomerycountypa.gov](mailto:recoveryoffice@montgomerycountypa.gov).
- B. Notices, communications, and details concerning this agreement for the Grantee shall be directed to the individual identified as the point of contact using the contact information provided.
- C. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as well as all other coverages for the Grantee or perform any work for the Grantee, as the Grantee is an independent entity.
- D. The Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements.
- E. The Grantee hereby agrees for itself, its agents, servants, employees, contractors and subcontractors, to hold the County harmless from and indemnify the County against any and all claims, demands and actions, including those from third parties, based upon or arising out of any activities performed by the Grantee, its agents, servants, employees, contractors and subcontractors, for any causes of action arising out of the implementation of this Agreement or any actions incident thereto.
- F. During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.
- G. The County and the Grantee understand and acknowledge their collective accountability for transparent reporting to the general public, and as such agree to share information, data, and materials publicly. Grantee acknowledges that this Agreement, including any documentation attached thereto, is subject to The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, and Grantee agrees to assist the County is providing necessary records in response to a valid request from the public.

- H. The Grantee understands that the County may, at its option, announce and publicize the source of the financing contemplated herein and/or related information by means and media selected by the County.
- I. The Grantee may not assign its rights under this Agreement without the consent of the County, which consent shall be in the discretion of the County. Any assignment shall require that at a minimum, the assignee is eligible to receive funding from the County and assumes the Grantee's ongoing obligations under this Agreement.
- J. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and venue for any dispute hereunder shall lie exclusively in the Court of Common Pleas for Montgomery County.
- K. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
- L. Parties agree to recognize signatures of this Agreement transmitted digitally as if they were original signatures.
- M. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the County, and signed by the parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have, after having read this agreement and with the intent to be legally bound hereby, caused it to be executed on the date set forth with our signatures.

ATTEST:

  
Lee Soltysiak (Sep 19, 2022 11:14 EDT)  
Lee Soltysiak, Chief Clerk

09/19/2022

Date

APPROVED AS TO FORM:

  
Joshua Stein (Sep 19, 2022 11:05 EDT)  
Joshua Stein, County Solicitor

09/19/2022

Date

**MONTGOMERY COUNTY**

BY:   
Valerie A. Arkoosh, Chair

BY:   
Kenneth E. Lawrence Jr., Vice Chair

GRANTEE:

  
BY: William F. Wiegman (Jul 10, 2023 09:55 EDT)

William F. Wiegman, Fire Chief  
(printed name and title)

Jul 10, 2023

Date



Thomas Bonner  
Recovery Officer  
Jul 17, 2023

## **Exhibit A: Resolution of County Board of Commissioners**

22-C.348

### **MONTGOMERY COUNTY COMMISSIONERS**

*August 18, 2022*

On motion of Chair Arkoosh, seconded by Vice Chair Lawrence, it was adopted that:

#### **BACKGROUND**

1. On March 11, 2021, Congress enacted the American Rescue Plan Act (ARPA), which established a new \$350 billion Coronavirus State and Local Fiscal Recovery Fund (SLFRF) for state, local, territorial, and Tribal governments to support immediate pandemic response, address economic fallout, and lay the foundation for a strong and equitable recovery.
2. The purpose of the ARPA SLFRF funding is to “provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. In addition to helping these governments address the revenue losses they have experienced as a result of the crisis, it will help them cover the costs incurred due to responding to the public health emergency and provide support for a recovery – including through assistance to households, small businesses and nonprofits, aid to impacted industries, and support for essential workers. It will also provide resources for state, local, and Tribal governments to invest in infrastructure, including water, sewer, and broadband services.”
3. Montgomery County received \$161.4 Million in Pandemic Recovery funds and established a Recovery Office to manage the equitable distribution of these funds based on United States Treasury Department guidance
4. From March 1, 2022, through April 30, 2022, the Recovery Office accepted submissions to direct how the County would expend the Pandemic Recovery Funds.
5. Through its Recovery Office, the County received 426 project submissions and 159 idea submissions by the County’s April 30, 2022 deadline. The Recovery Office staff processed and analyzed all of the submissions which represented an unprecedented expression of the County community’s vision and needs.
6. Thereafter, the Recovery Office issued a Draft Recovery Plan that outlines the allocation of funds for 110 transformative projects with the potential for spurring long-term change across Montgomery County.
7. The public was able to provide feedback on the Plan through in-person and virtual town hall events or by submitting a written comment, from June 18 through August 5, 2022.



8. Following incorporation of the public feedback, the Recovery Office is presenting a final version of the Recovery Plan for formal adoption by the County.

**NOW THEREFORE BE IT RESOLVED** that the proper County Officials, in accordance with the authority conferred by law, subject to the approval of the County Solicitor, hereby formally adopt the Montgomery County Pandemic Recovery Plan, authorizing the appropriate County officials to enter into agreements to realize the projects included therein and to submit the final plan as required to the US Treasury to document the County's use of the its Coronavirus State and Local Fiscal Recovery Fund allocation.










# Fire Services Recovery Grant Agreement

Final Audit Report

2023-07-17

Created:	2023-07-10
By:	Eli Gilman (EGilman@montcopa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiANYwWCRLv3DgX-S-72I_pY17IOh8-TE

## "Fire Services Recovery Grant Agreement" History

-  Web Form created by Eli Gilman (EGilman@montcopa.org)  
2023-06-27 - 1:44:18 PM GMT
-  Web Form filled in by William F. Wiegman (wwiegman@montgomerytp.org)  
2023-07-10 - 1:55:22 PM GMT
-  Email verification link emailed to William F. Wiegman (wwiegman@montgomerytp.org)  
2023-07-10 - 1:55:23 PM GMT
-  Email viewed by William F. Wiegman (wwiegman@montgomerytp.org)  
2023-07-10 - 1:55:57 PM GMT
-  E-signature verified by William F. Wiegman (wwiegman@montgomerytp.org)  
2023-07-10 - 1:55:58 PM GMT
-  Document emailed to thomas.bonner@montgomerycountypa.gov for signature  
2023-07-10 - 1:55:59 PM GMT
-  Email viewed by thomas.bonner@montgomerycountypa.gov  
2023-07-17 - 2:00:18 PM GMT
-  Document signing delegated to Thomas Bonner (tbonner@montcopa.org) by thomas.bonner@montgomerycountypa.gov  
2023-07-17 - 2:00:21 PM GMT
-  Document e-signed by Thomas Bonner (tbonner@montcopa.org)  
Signature Date: 2023-07-17 - 2:00:30 PM GMT - Time Source: server
-  Agreement completed.  
2023-07-17 - 2:00:30 PM GMT



**Adobe Acrobat Sign**

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

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



**RECOVERY OFFICE**

ONE MONTGOMERY PLAZA • PO BOX 311  
NORRISTOWN, PA 19404-0311

610-278-3029  
FAX: 610-292-2032  
WWW.MONTCOPA.ORG

TOM BONNER  
RECOVERY OFFICER

William Wiegman  
Fire Department of Montgomery Township  
PO Box 18, Montgomeryville PA 18936

July 10, 2023

Dear William Wiegman:

Thank you for your application to the Montgomery County Fire Services Recovery Grant Program.

**We are excited to inform you that your application for Fire Department of Montgomery Township has been approved in the amount of \$26,622.** This amount is based on the information you submitted and the formula we used to allocate the available funding. More information regarding funding is available here: <https://bit.ly/FireDeptGrant>

In order to receive payment of the grant funds, you will need to complete the Fire Services Recovery Grant Agreement by clicking here or navigating to via web browser:

**CLICK HERE TO COMPLETE YOUR AGREEMENT:**

<https://bit.ly/FireDeptGrantAgreement>

Approximately two weeks after receipt of those items, the County will issue payment.  
If you need any assistance, please do not hesitate to contact us at [recoveryoffice@montcopa.org](mailto:recoveryoffice@montcopa.org).

Congratulations again on your grant award!

Sincerely,

The Montgomery County Recovery Office

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #14

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SUBJECT:	Consider Purchase of Fuel through 2023-2024 Montgomery County Consortium Fuel Contract
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chair
INITIATED BY:	Greg Reiff, Public Works Director

---

**BACKGROUND:**

The Township has the opportunity to purchase petroleum products from the Montgomery County Consortium Fuel Contract. The contract has been awarded to Petroleum Traders Corporation. The contract is valid for one year and will run from September 1, 2023, to August 31, 2024.

**BUDGET IMPACT:**

Allocations for fuel for all Departments were included in the 2023 approved final Budget.

**RECOMMENDATION:**

It is recommended that the Board authorize the Township's participation in the Montgomery County Consortium Fuel Contract awarded to Petroleum Traders Corporation for the purchase of petroleum products.

**MOTION/RESOLUTION:**

**Motion** to approve the Township's participation in the Montgomery County Consortium Fuel Contract awarded to Petroleum Traders Corporation for the purchase of petroleum products for a period of one year ending on August 31, 2024.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



# UPPER MERION PUBLIC WORKS

## NOTICE OF CONTRACT AWARD

From: Geoff Hickman, Director of Public Works  
To: Joseph Vanderpool, Petroleum Traders Corporation  
Stephen Reuille, Petroleum Traders Corporation  
Encl: (1) Independent Contractor/Professional Services Sales of Goods & Merchandise Agreement  
(2) Exhibit D: Required Forms

Subj: 2023-2024 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

Dear Mr. Vanderpool:

On Thursday, June 8, 2023, the Upper Merion Township Board of Supervisors awarded the 2023-2024 Montgomery County Consortium Fuel Contract to Petroleum Traders Corporation (PTC) of Fort Wayne, Indiana for the price differentials of \$0.1311 (Regular Unleaded), \$0.0142 (Super Unleaded), and \$0.1695 (B2 Diesel). The term of this contract shall be from September 1, 2023 through August 31, 2024.

Within ten (10) business days of receipt of this Notice of Contract Award, the awardee must complete and submit to Upper Merion Township the signed copies of the following enclosures:

- Enclosure (1): Independent Contractor/Professional Services Sales of Goods & Merchandise Agreement
- Enclosure (2): Exhibit D: Required Forms (Non-Collusion Affidavit, Consent of Surety, Workers' Compensation Insurance Coverage Information, Commercial Driver's License Compliance, and Public Works Employment Verification Form)

In addition, please furnish Upper Merion Township with a performance bond in an amount equal to one hundred percent (100%) of the contract award amount, as well as a completed Certificate of Insurance listing Upper Merion Township Board of Supervisors as additionally insured. The contract award amount is \$254,659.02, calculated as the quantity of each fuel multiplied by PTC's unit price.

If there are any questions or concerns regarding this matter, please contact me at 610.205.8501.

Respectfully,

A handwritten signature in blue ink, appearing to read "G. Hickman", with a long horizontal line extending to the right.

Geoff Hickman  
Director of Public Works  
Upper Merion Township

Copy to:

UMT Township Manager: T. Hamaday  
UMT PW Superintendent: T. Lachenmayer  
UMT PW Executive Assistant: Christine Saladino



# UPPER MERION PUBLIC WORKS

June 1, 2023

## MEMORANDUM

From: Geoffrey Hickman, Director of Public Works  
To: Anthony Hamaday, Township Manager  
Encl: Bid Tabulation

Subj: RECOMMENDATION OF AWARD FOR THE 2023-2024 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

1. On behalf of the Montgomery County Consortium of Communities, Upper Merion Township received sealed bids online for the 2023-2024 Montgomery County Consortium Fuel Contract on May 26, 2023. Two vendors submitted bids: Petroleum Traders Corporation (PTC) of Fort Wayne, IN and Riggins, Inc. of Vineland, NJ. Both bidders submitted responsive bids, and the apparent low bidder for Bid Item 1 (87 Octane Gasoline), Bid Item 2 (93 Octane Gasoline) and Bid Item 3 (B2 Bio-diesel) is Petroleum Traders Corporation. The margins and ranks for all received bids are provided in Table 1:

Bid Items	PTC		Riggins	
	Margin	Rank	Margin	Rank
Bid Item 1: Regular Unleaded (87 Oct)	\$0.1311	1	\$0.1480	2
Bid Item 2: Super Unleaded (93 Oct)	\$0.0142	1	\$0.0290	2
Bid Item 3: B2 w/ 2% Bio-diesel	\$0.1695	1	\$0.2350	2

2. Using the OPIS Philadelphia Daily Average fuel prices published on Thursday, April 13, 2023 and the estimated fuel quantities provided by the participating members of the Consortium, the extended fuel prices for each bidder are provided in Table 2 for comparative analysis. The lowest estimated total bid was submitted by PTC:

Bid Items	Quantity (GAL)	OPIS Price (\$)	Bidder Margin (\$)	Estimated Total (\$)
PTC Bid Item 1	775,200	\$2.6074	\$0.1311	\$2,122,885.20
PTC Bid Item 2	516,720	\$3.0874	\$0.0142	\$1,602,658.75
PTC Bid Item 3	859,545	\$2.7955	\$0.1695	\$2,548,550.93
<b>PTC Bid Total</b>	---	---	---	<b>\$6,274,094.88</b>
Riggins Bid Item 1	775,200	\$2.6074	\$0.1480	\$2,135,986.08
Riggins Bid Item 2	516,720	\$3.0874	\$0.0290	\$1,610,306.21
Riggins Bid Item 3	859,545	\$2.7955	\$0.2350	\$2,604,851.12
<b>Riggins Bid Total</b>	---	---	---	<b>\$6,351,143.41</b>

3. The Township used PennBid to conduct the solicitation. Twenty (20) prospective bidders viewed the solicitation online, twenty (20) bidders downloaded the bid documents, two (2) bidders submitted RFIs, and two (2) firms submitted bids.

**Unit Price Analysis**

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Petroleum Traders Corporation	Riggins, Inc	Average
Bid Item #1	Regular Unleaded (87 Octane)	Base	Gallon	775,200.00		\$0.1311	\$0.1396	\$0.1396
Bid Item #2	Super Unleaded (93 Octane)	Base	Gallon	516,720.00		\$0.0142	\$0.0216	\$0.0216
Bid Item #3	B2 w/ 2% Bio-Diesel	Base	Gallon	859,545.00		\$0.1695	\$0.2022	\$0.2022

## INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES SALES OF GOODS AND MERCHANDISE AGREEMENT

THIS AGREEMENT, entered into on this 13th day of June 2023 by and between Upper Merion Township (Township), and Petroleum Traders Independent Contractor/Business or a corporation organized under the laws of "Commonwealth of PA" ("I.C.").

### WITNESSETH

WHEREAS, Township requested proposals for construction, sales of goods, merchandise or supply materials, products or perform a service, which Request for Proposal is attached as Exhibit "A" and incorporated herein;

WHEREAS, I.C. submitted a Proposal to the Township, attached hereto as Exhibit "A" and incorporated herein, and desires to provide services under the Proposal in accordance with the terms and conditions of said Proposal and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Scope of Services: In accordance with the terms and conditions of this Agreement, I.C. agrees to perform the following services for the Township, as set forth expressly in the Proposal:

- A. 2023-2024 Montgomery County Consortium Fuel Contract
- B. Dated for Receipt on Friday, September 1, 2023

2. Time of Performance: I.C. shall perform services in accordance with the time schedules set forth in the 2023-2024 Montgomery County Consortium Fuel Contract and this Agreement and incorporated herein. I.C. shall begin performance of services within calendar days of receipt of a "Written Notice to Proceed". I.C. shall complete its services for each specified item listed in Exhibit C of the Contract.

3. Price and Payment: I.C. shall perform the work required under this Agreement for the unit price fees as specified on the electronic bid forms of the PennBid website ("hereinafter the "Total Contract Price"). Payment for services will be governed by the following terms:

- A. Invoices submitted in accordance with Accounts Payable payment schedule.
- B. Invoices shall be actual gallons and not modified by temperature or specific gravity.

4. Term: This Agreement shall expire on August 31, 2024, unless specified in the Contract Documents contained in the Bid Proposal (*Alternative Provision*). This Agreement is effective as of the date signed by both parties and shall continue in effect until cancelled by either party upon written notice to the other party.

5. Termination.

A. Termination for Cause: This Agreement may be immediately terminated by the Township, in whole or in part, for cause. "Cause shall include: (i) I.C.'s failure to perform services specified in the Agreement within the time specified by the Township; (ii) I.C.'s failure to perform services specified in this Agreement in the manner agreed upon by the Parties; or (iii) I.C.'s failure to perform services specified in the Agreement at a level of quality satisfactory to the Township.

The termination date shall be the earlier of the date of issuance of notice transmitted by facsimile, receipt of notice transmitted by overnight mail or express delivery, or the third business day after mailing a notice by regular or certified mail. Said notice shall specify the extent to which performance of the work under this Agreement is terminated. A determination of cause shall be made by the Township within its sole discretion.



In the event that the Township terminate this Agreement in whole or in part pursuant to Section 5(A), the Township may procure, upon such terms and in such manner as the Township may deem appropriate, services similar to those so terminated, and I.C. shall be liable to the Township for any costs for such similar services beyond the cost that the Township would have incurred had I.C. performed such services; provided that I.C. shall continue the performance of this Agreement to the extent not terminated under the provision of the Section.

If this Agreement is terminated for cause, the Township may in its discretion withhold payment to I.C. for any activities which upon review and in good faith, the Township concludes did not contribute to the progress of services to be rendered.

B. **Termination without Cause.** This Agreement may be terminated, in whole or in part, without cause by either party with thirty (30) days after the date of notice transmitted by any of the means set forth in Section 5(a). During the thirty (30) day notice period, the parties agree to continue to perform their respective duties and obligations under this Agreement.

6. **Independent Contractor Relationship:** I.C. is an independent contractor and is not an employee, servant, agent, partner, or joint venture of the Township. The Township shall determine the work to be done by I.C., but I.C. shall determine the legal means by which it accomplishes the work specified by the Township. The Township is not responsible for withholding, and shall not withhold, taxes of any kind from any payments which it owes to I.C.

7. **Work Product:** The Township shall have the absolute right to receive and to use all written reports, work sheets, statements, studies, and other work product of similar nature which are prepared by I.C. in connection with this Agreement and may use the materials or information for any official purpose and in whatever manner it deems desirable and appropriate, including disclosure to the general public. Such use shall be without any additional payment or approval by I.C., and I.C. relinquishes any and all rights to copyright such data produced pursuant to this Agreement.

8. **Quality of Work:** All work performed by I.C. shall be of the highest standards of the profession, and I.C. shall give the work of the Township its fullest attention.

9. **Insurance:** I.C. shall furnish the Township with current certificates of coverage of I.C. and proof of payment of I.C. for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the Township may require, with limits of liability as set forth in the Request for Proposal, attached hereto as Exhibit "A", to insurance against any and all liabilities, claims settlements, judgments, awards and verdicts which may arise out of performance of this Agreement.

10. **Risk:** I.C. shall perform all services at its own risk. I.C. agrees to indemnify, defend and save harmless the Township and the Township's agencies, officers, agents and employees, from and in connection with any and all liabilities, claims, damages, costs, losses, settlements, judgments, awards and verdicts arising out of or accruing in connection with or resulting from the performance of this Agreement. I.C. obligations under this section include but shall not be limited to the insurance obligations of I.C. under Section 9.

11. **Assignment:** The rights and obligations under this Agreement may not be assigned, either in whole or in part, without the consent of the Township.

12. **Business Termination:** In the event that I.C. shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or avail itself or become subject to any proceeding under the Federal Bankruptcy Code or any other statute of the United States or state relating to insolvency or protection of rights of creditors, then, at the option of the Township, this Agreement shall terminate, except that the Township shall make payments for the work performed hereunder before such termination, and any property or rights of the Township, tangible or intangible, shall be returned to the Township forthwith.

13. **Covenant Against Gratuities:** No gratuities in the form of entertainment, gifts or other forms have been or may be offered or given by I.C. or any agent or representative of I.C. to any officer or employee or agent of the Township with a view towards securing contract favorable treatment with respect to the awarding or amending of, or the making of any determination with respect to the performance of, this contract.

14. **Compliance with Laws:** I.C. and all subcontractors of I.C. shall at all times observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work or the subject matter of this Agreement, or applicable to employees doing the work, or for which liability may accrue from any violation thereof. I.C. shall also comply with all

orders or decrees that have been promulgated or enacted or that may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract. I.C. must possess a valid waste hauling permit.

15. Consent to Breach Not Waiver: No terms or provisions of this Agreement shall be deemed waived and not breach excused, unless such waiver or consent shall be in writing and signed by the parties hereto. Any consent by the Township to or waiver of a breach by I.C., whether expressed or implied, shall not constitute consent to, waiver or excuse for any other different or subsequent breach.

16. Law: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America.

17. Contract Integration: This Agreement constitutes the entire Agreement between the parties, together with the "Exhibits" incorporated herein. Terms and conditions of the Agreement shall prevail over any other terms and conditions found in any order, invoice or other documents submitted by I.C. to the Township.

18. Amendments: Any changes in the terms and conditions of this Agreement, including changes in the contract price or scope of service, shall be effective only when incorporated in any written amendment to this Agreement executed by the parties.

19. Notices: Any notices required or permitted under this Agreement shall be in writing, delivered by hand with written confirmation of receipt, by facsimile with acknowledgement of same, by overnight delivery, or certified mail (return receipt requested), addressed as follows:

A. To the Township at:

Township Manager  
Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406

B. To I.C. at:

Petroleum Traders Corporation

PO BOX 2357

Fort Wayne, IN, 46801-2357

Except as provided otherwise in this Agreement, all notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand with written acknowledgement of receipt or facsimile with response of same or overnight delivery or on the date given on the certified mail receipt, or on the third business day after posting if no date is indicated on the receipt or if the certified mail item is not claimed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown below

WITNESS

PRINT NAME:

DATE

Cathleen Dolan  
Cathleen Dolan  
6/20/2023

BY

TITLE:

(AFFIX CORPORATE SEAL)

TOWNSHIP OF UPPER MERION

[Signature]  
[Signature]

CONTRACTOR

SIGNATURES

ATTEST:

PRINT NAME:

TITLE:

DATE

Joseph Vanderpool  
Joseph Vanderpool  
Contract Sales Manager  
06/13/2023

BY

Vicki L. Himes

Vice President

(AFFIX CORPORATE SEAL)

[Signature]  
[Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2022

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.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lupke Rice Insurance 127 W. Berry Street, Ste 500 Fort Wayne IN 46802	<b>CONTACT NAME:</b>	<b>FAX (A/C No.):</b> 260-424-4187	
	<b>PHONE (A/C No. Ext.):</b> 260-424-4150	<b>E-MAIL ADDRESS:</b> agency@lupkerice.com	
<b>INSURED</b> Petrochem Traders Corporation P.O. Box 2357 Fort Wayne IN 46801	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Ironshore Specialty Insurance Co		24082
	<b>INSURER B:</b> Ohio Security Insurance Company		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 1048918466**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN **ISSUED** TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	IEPUW00131977	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	IEPUW00131977	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		XSCUW00131978	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWS(23) 59 06 94 51	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Third Party On-Site Pollution Pollution		IEPUW00131977	9/1/2022	9/1/2023	Limit: 1,000,000 Deductible: 25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Upper Merion Township Board of Supervisors is an additional insured under the general liability and automobile liability per form IE,COV.EPIC.001 (05/13), when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Upper Merion Township 175 West Valley Forge Road King Of Prussia PA 19406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Bond No: 1081006

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Petroleum Traders Corporation

7120 Pointe Inverness Way Fort Wayne, IN 46804 (hereinafter called "Principal")

as Principal, and The Hanover Insurance Company

authorized to do business in the State of PA (hereinafter called "Surety") are held

and firmly bound unto Upper Merion Township

175 West Valley Forge Road, King of Prussia, PA 19406, hereinafter called "Obligee") as Obligee, in the penal sum of Two Hundred Fifty Four Thousand Six Hundred Fifty Nine Dollars and 02/100 (\$254,659.02) dollars, good and lawful money of the United States of America, for the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written Contract with the above named Obligee, effective the 1st day of September 2023, and terminating the 31st day of August 31 2024 for 2023-2024 Montgomery County Consortium Fuel Contract for the supply of fuel for the period 9/1/2023 to 8/31/2024

which contract is hereby referred to and made a part hereof as fully and to the extent as if copies at length were attached herein, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below

NOW, THEREFORE if the Principal shall comply with and faithfully perform the terms of the contract, then this bond shall be null and void, otherwise to be in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition

Notwithstanding the provisions of the contract the term of this bond shall apply from September 1 2023 until August 31 2024 and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof

Surety's liability under this bond and all Continuation Certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders or endorsements properly issued by the Surety as supplements thereto

Signed with our seals and dated this 13th day of June 2023

*[Signature]*

Principal Petroleum Traders Corporation

As of Principal ADAM CARTEAUX, CONTRACT  
SALES SPECIALIST

*[Signature: David Rosen]*

*[Signature: Joseph Vanderpool]*  
JOSEPH VANDERPOOL, CONTR  
The Hanover Insurance Company  
*[Signature: Deborah L. Burton]*  
Deborah L. Burton



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Deborah L. Burton

Of Louisville, KY individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance  
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: 1081006  
Principal: Petroleum Traders Corporation  
Obligee: Upper Merion Township

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6<sup>th</sup> day of April, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

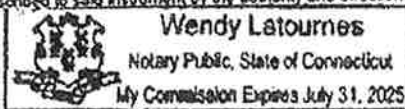
*James H. Kawiecki*  
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 6<sup>th</sup> day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latournes*  
Wendy Latournes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13<sup>th</sup> day of June 2023.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Reverdeen*  
John Reverdeen, Vice President

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #15

---

SUBJECT:	Authorization to Bid Storm Sewer Infrastructure Improvements
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chair
INITIATED BY:	Greg Reiff, Public Works Director

---

**BACKGROUND:**

Included in the 2023 Capital Investment Plan are improvements to various storm sewer infrastructures throughout the Township. After various site visits, it is the recommendation of Gilmore & Associates, the Township Engineer that the work be completed at the following storm sewer basin locations: 108 Oxford Lane, 110 & 112 Addison Lane, and Magdalena Lane in compliance with MS4 Storm Water Compliance. Competitive bids will be solicited utilizing the PennBid website.

**BUDGET IMPACT:**

A total of \$445,000.00 has been included in the 2023 Capital Investment Plan for stormwater improvements.

**RECOMMENDATION:**

It is recommended the Board of Supervisors approves the authorization for the advertisement of the bid.

**MOTION/RESOLUTION:**

**Motion** to authorize the advertisement of the bid for storm sewer infrastructure improvements utilizing PennBid.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



- ☐ 5100 Tilghman Street, Suite 150 | Allentown, PA 18104 | P: 610.366.8064 | F: 610.366.0433
- ☐ 508 Corporate Drive West | Langhorne, PA 19047 | P: 215.369.3955 | F: 610.968.1829
- ☐ 65 E. Butler Avenue, Suite 100 | New Britain, PA 18901 | P: 215.345.4330 | F: 215.948.9943
- ☐ 184 W. Main Street, Suite 300 | Trappe, PA 19426 | P: 610.489.4949 | F: 610.489.8447
- ☐ One Penn Center at Suburban Station, 1617 JFK Blvd., Suite 425 | Philadelphia, PA 19103 | P: 215.687.4246 | F: 215.564.1780

## MEMORANDUM

**Date:** July 14, 2023  
**To:** Carolyn McCreary, Township Manager  
**From:** Erik Garton, P.E.  
**cc:** Greg Reiff, Scott Stutzman  
**Reference:** Stormsewer Infrastructure Maintenance

Carolyn,

Since our last meeting on April 4<sup>th</sup>, Greg, Scott and I have met with the various property owners affected by the proposed stormsewer infrastructure work. All of the property owners have been understanding and supportive of the work occurring. Greg and Scott have also run a camera in the storm piping to confirm the scope of work necessary. Below is an updated scope of work and rough order of magnitude cost estimate for each project (please note 15% mobilization & 15% contingency are included in the estimates):

### 108 Oxford Lane - \$48,000

- E&S Controls (Rock Construction entrance and silt sock in front of outlet structure)
- Remove trees between basin outlet structure and flared end section.
- Remove and replace outlet pipe.
- Install new flared end section.
- Reset existing outlet structure.
- Install rip rap apron at inflow to basin and at the flared end section.
- Desilt 10' wide channel in basin from endwall closest to intersection of Oxford & Kenas Roads to the outlet structure. (assume Township will provide location to dump material) Restore with stone for stabilization purposes.
- Restore areas disturbed during construction with grass seed.

### 207 Pioneer Drive - \$25,000

- Remove shrubs around portion of basin and remove willow tree in basin.
- Silt sock in front of outlet structure
- Desilt 12"-18" of basin bottom and haul away (assume Township will provide location to dump material)
- Regrade low flow path in basin with stone channel.
- Install SOD in basin to achieve immediate stabilization.
- Mats will be placed down to protect residential yard and to reduce sediment being tracked into road.



213 Pioneer Drive - \$105,000

- Remove shrubs and several small trees
- Place silt sock in front of outlet structure
- Remove and replace inflow pipe and flared end section.
- Remove and replace curb ramp at Pioneer & Grays corner.
- Cut & cap old outlet pipe.
- New M-top outlet structure
- New outflow pipe to Grays Lane
- New c-top inlet in Grays Lane
- New stormsewer pipe from new c-top inlet to existing inlet in front of 172 Forest Trail (assume abandoned pipe exists in the street). Further assumes full stone backfill, new curb, new paving.
- Disturbed areas re-established with grass seed.

129 Gwynmont Drive \$75,000

- E&S Controls (orange construction fence and silt sock in front of outlet structure)
- Remove miscellaneous vegetation and small trees at inflow pipe and outflow pipes.
- Remove and replace inflow pipe (keep inlet and endwall)
- Remove outlet structure and replace it with m-top outlet structure.
- Remove and replace outflow pipe.
- Install new flared end section with rip rap apron.
- Install rip rap at 2 inflow endwalls.
- Desilt 10' wide channel from 2 inflow points to the outlet structure (assume Township will provide location to dump material). Restore with stone for stabilization purposes.
- Restore grass areas disturbed during construction with grass seed.
- Unknown is the cost associated with PECO transformer removal or protection of the transformer.

113 Clover Leaf - \$0.00

- According to the camera crew, once the camera was put in the pipe the pipe was found to be in good condition and didn't need to be replaced.

110 & 112 Addison Lane \$210,000

- E&S Controls (rock construction entrance and silt sock in front of outlet structure)
- Remove several trees near endwall into basin and 1 tree near road.
- Remove and replace outflow pipe from basin to downstream manhole.
- Install new m-top outlet structure.
- Remove and replace inflow pipe under 112 Addison Lane (assume end wall can remain). Cost includes relocation or repair of residential utilities assumed to be in the same trench.
- Remove and replace stormsewer in front of 110 Addison Lane within the street. Assumes road can be closed during construction so no traffic control is required. No open trenches will be permitted when work is not actively occurring.
- Restore grass areas disturbed during construction with grass seed.

#### 104 Flint Rock Circle - \$58,000

- E&S Control (orange construction fence for safety)
- Remove 2 trees and 4 evergreen trees.
- Remove and reset chain link fence.
- Remove and replace pipe between inlet in Flint Rock and endwall (assume inlet and endwall to remain)
- Install rip rap apron at endwall.
- Plant mature tree @ \$3,000 instead of saving tree and relocating pipe and easement to a location closer to existing house.
- Restore grass areas disturbed during construction with grass seed.
- Residents need to remove fencing and landscaping prior to contractor starting.

#### Magdalena Lane - \$12,000

- Remove and replace outflow pipe between outlet structure and manhole.
- Restore grass areas disturbed during construction with grass seed.

#### Whistlestop Park - \$0.00

- It was agreed upon at our April meeting to include the outflow pipe from the basin to County Line Road in the larger park redevelopment project.

#### Bedford Lane – cost not yet confirmed, previously estimated at \$60,000

- Greg, Scott and I still need to meet with a contractor to discuss logistics to perform this work in close proximity to Business Route 202. This project also needs a PennDOT permit so it's intended to occur in 2024.

#### Discussion Topics

1. Does the Township have a replacement tree fund or "tree bank" to utilize for replacement trees?
2. 213 Pioneer Alternatives (relocating outflow pipe vs. private property).
3. 112 Addison Lane Replacement Tree locations.
4. 104 Flint Rock Replacement Tree vs. amended easement.
5. 129 Gwynmont PECO Transformer unknown.
6. Bid Alternate for Sod instead of Grass Seed
7. Formal Resident Acknowledgments.
8. Prioritizing the projects between Fall 2023 and Spring 2024. Below is our recommendation:

##### Fall 2023

- Addison Lane (safety concern with pipe in street)
- Magdalena Basin (close to Addison Lane)
- Oxford Lane
- 129 Gwynmont Drive

##### Spring 2024

- 213 Pioneer (project requires survey and design)
- 207 Pioneer (proximity to 213 Pioneer)
- 104 Flint Rock (proximity to Pioneer and tree replacement consideration)
- Bedford Lane (PennDOT permitting)

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

Item #16

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SUBJECT: Review of Zoning Hearing Board Applications  
MEETING DATE: August 14, 2023  
BOARD LIAISON: Candyce Fluehr Chimera, Chair  
INITIATED BY: Marianne McConnell, Zoning Officer

---

**BACKGROUND:**

Included in your packet is a summary of the applications before the Zoning Hearing Board at their September 6, 2023 meeting.

**Potential Action of the Board:**

The Board may remain neutral on the application and let the Zoning Hearing Board render a decision based on the testimony presented.

The Board may send the Solicitor's office to oppose an application. This action would require a motion, second, and vote of the Board.



## Montgomery Township Zoning Hearing Board

**Meeting Date: September 6, 2023 – 6:30 pm**

*The agenda for the scheduled hearing is as follows:*

1. **Application #23080001 – Mary Mother of the Redeemer / 1325 Upper State Road** – The applicant owns and operates a Catholic School and Church at the above referenced 18 acre property located within the R-1 Residential District. The applicant proposes to replace their existing monument sign with a new larger sign with a digital changeable copy area. The proposed sign measures 6 feet in height, 30 square feet in size with 18 square foot of digital changeable copy area. The maximum size allowed is 24 square feet with 16 square feet of changeable copy area. The applicant seeks relief from the following provisions of Sections 230-126A(3)(a), 230-126B(1)(i), and 230-127A(1)(a)[1] of the Code of Montgomery Township in order to install their proposed sign.
2. **Application #23080002 – Daniel and Caitlin Lynch / 100 Torey Circle** – The applicants propose to install a 6-foot privacy fence within their property. The 14,557 square foot corner property lies within the R-5 Residential zoning district. The proposed fence will sit 3 feet inside the side property line (13 feet from the edge of the road) along Tree Line Drive where a minimum of 15 feet is required. The applicants seek a variance from the provisions of Section 230-148B2(c) of the Code of Montgomery Township in order to install the 6-foot solid fence in their desired location.

**\*\*Copies of the Application(s) and accompanying documents are on file in the Township's Planning and Zoning Department and may be seen upon request\*\***

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #17

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SUBJECT:	Ratification of Township's Position for the Zoning Hearing Board Application – The Venue at Montgomery Mall
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Carolyn McCreary, Township Manager

---

**BACKGROUND:**

The Zoning Hearing Board application for a variance is included in the packet. The application seeks to expand the use variance granted on May 19, 2023, related to indoor recreation/entertainment to now permit BYOB events.

Staff is seeking ratification of the Board's prior opposition to the application and decision to send the Solicitor to the hearing to oppose the application or, in the alternative, authorize the Township staff and the Solicitor to discuss the matter with the applicant and their attorney to determine if conditions can be agreed to that would satisfy the Township's concerns related to the BYOB use, thereby resulting in a withdrawal of the authorization to send the Solicitor to oppose the hearing if the applicant agrees to such conditions as a part of any zoning relief granted by the Zoning Hearing Board.

**MOTION/RESOLUTION:**

**Motion** to oppose the Zoning Hearing Board application for the Venue at Montgomery Mall and send the Solicitor to represent the Township in opposition of the application.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

**ALTERNATE**

**Motion** to authorize the Township staff and the Township Solicitor to meet with the applicant and their attorney to develop conditions acceptable to the Township, thereby resulting in a withdrawal of the authorization to send the Solicitor to oppose the hearing if the applicant agrees to such conditions as part of any zoning relief granted by the Zoning Hearing Board, and instead authorize the Solicitor to appear at the hearing to ensure such conditions are presented to the Zoning Hearing Board for consideration.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.



**MONTGOMERY TOWNSHIP PLANNING AND ZONING**  
1001 Stump Road, Montgomeryville, PA 18936-9605  
Telephone: 215-393-6920 - Fax: 215-855-1498  
www.montgomerytwp.org

RECEIVED

JUL 11 2023

MONTGOMERY TOWNSHIP

Office Use Only: Hearing Date: Aug 2, 2023 Time: 6<sup>30</sup> p Place on agenda: 3

Application # 23070003 Fee \$ 1200 - check # 443

## ZONING HEARING BOARD APPLICATION

Appeal is hereby made by the undersigned for the following action(s):

Check Applicable Item(s):

- ☒ Variance from the terms of the Zoning Ordinance
- ☐ Special Exception
- ☐ Appeal from the Determination of the Zoning Officer
- ☐ Substantive Validity Challenge

**Appellant: Name:** The Venue at Montgomery Inc., also known as,  
The Venue at Montgomery LLC

**Address:** 20 Vine Street, P.O. Box 747, Lansdale, PA 19446

**Phone:** 267-446-0492

**Owner: Name:** Montgomery Mall Realty Holding LLC

**Address:** c/o Kohan Retail Investment Group LLC  
1010 Northern Blvd. Suite 212, Great Neck, NY 11021

**Phone:** \_\_\_\_\_

**Attorney: Name:** Zachary R. Morano, Esquire

**Address:** 1684 S. Broad Street, Suite 230, Lansdale, PA 19446-5422

**Phone:** 215-661-0400

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

**1. Application relates to:** Check Applicable Item(s):

- |  |   |
|--|---|
| <input type="checkbox"/> Use               | <input type="checkbox"/> Lot Area                       |
| <input type="checkbox"/> Height            | <input type="checkbox"/> Yards                          |
| <input type="checkbox"/> Existing Building | <input type="checkbox"/> Proposed Building              |
| <input type="checkbox"/> Occupancy         | <input type="checkbox"/> Nonconforming Use or Structure |

☒ Other: Expansion of use variance pursuant to Section 230-94.A granted May 19, 2023

**2. Brief description of the real estate affected:**

Block and Unit No.: 10, 6 Lot Size: 105.69 AC

Location: 230 Montgomery Mall, North Wales, PA 19454

Present Use: Montgomery Mall

Present Zoning Classification: RS Regional Shopping Center District

Present Improvements Upon Land: Montgomery Mall, parking and related improvements

Deed Recorded at Norristown in Deed Book: 6267 Page 2543

**3. Appeal to Challenge** N/A

Specific reference to the section(s) of the zoning ordinance upon which the challenge is based:

Statement and/or basis for the challenge to the validity of the zoning ordinance:

**4. Appeal from of the Determination of the Zoning Administrative Officer** N/A

Date determination was made: \_\_\_\_\_ Section(s) of the ordinance involved: \_\_\_\_\_

Your statement of alleged error of zoning administrative officer: \_\_\_\_\_

**5. Special Exception or Variance**

Specific reference to section of the zoning ordinance upon which application based:

Section 230-94.A

Action desired by appellant: (statement of relief sought): \_\_\_\_\_

Expansion of use variance granted May 19, 2023 related to indoor recreation/entertainment to permit BYOB events.

Reasons appellant believes the Board should approve the desired action; note the specific hardship if applying for a variance): See attached.

**6. Has previous appeal or application for special exception or variance been filed in connection with these premises?** ☒ Yes ☐ No

**NOTE:**

Attach twelve (12) copies of plan of real estate affected, indicating location and size of lot, size of improvements now erected and proposed to be erected thereon, or other change desired. Attach any other information required by the Zoning Hearing Board.

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

**All applications MUST be received a minimum of 21 days prior to the Zoning Hearing Board meeting date, which is the first Wednesday of each month (unless changed).**

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

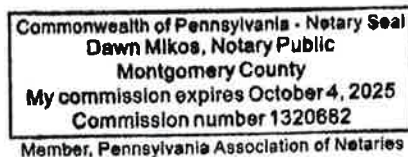
\*\*\*I hereby acknowledge receipt of the January 3, 2012 Resolution of the Zoning Hearing Board regarding the unauthorized practice of law.

*Anthony R. Morano*  
Attorney for Appellant's or Owner's Signature

\_\_\_\_\_  
Co-Appellant's or Co-Owner's Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS

10<sup>th</sup> DAY OF July, 2023  
*Dawn Mikos*  
Notary Public





**Attachment to Zoning Hearing Board Application**  
**The Venue at Montgomery Inc., also known as,**  
**The Venue at Montgomery LLC**  
**230 Montgomery Mall, North Wales, PA 19454**  
**Montgomery Township**

**Paragraph 5. Special Exception or Variance**

The Applicant entered into a two-year lease agreement dated January 1, 2023 ("Lease") with Montgomery Mall Realty Holding LLC ("Owner") to occupy Space No. 2068 located at 230 Montgomery Mall, North Wales, PA 19454 in Montgomery Township ("Premises"). The Premises is approximately 12,997 square feet on the second floor of the Montgomery Mall. The Premises is zoned in the Township's RS Regional Shopping Center District.

The Applicant has received a **use variance** from the Zoning Hearing Board of Montgomery Township following a hearing on May 3, 2023, pursuant to the Opinion and Order dated May 19, 2023 on Application No. 23040002, from Montgomery Township Zoning Ordinance **Section 230-94.A** to use the Premises for an indoor recreation/entertainment venue space under the name "The Venue at Montgomery."

At the time of the above-referenced hearing and grant of use variance, the Lease did not permit the sale or consumption of alcoholic beverages on or from the Premises. Following the grant of the use variance, the Applicant entered into an Addendum to Lease Agreement dated May 22, 2023 with Owner to amend the Lease to permit patrons to bring and consume their own alcoholic beverages, commonly known as "Bring Your Own Beverage" ("BYOB"). The Applicant desires to host and contract events at the Premises that involve BYOB.

**Accordingly, the Applicant requests an expansion of the use variance granted pursuant to Section 230-94.A to permit the consumption of alcoholic beverages during BYOB events at the Premises.**

Applicant proposes and is willing to accept the following conditions with respect to BYOB events should the Board be inclined to grant the requested variance:

- Applicant will not sell or provide alcohol. Patrons will be required to bring their own alcohol.
- All alcohol will be served by a bartender provided by the Applicant.
- No alcohol consumption will be permitted beyond the confines of the Premises.
- Events will be accompanied by a private security guard.
- Patrons must obtain liquor liability insurance coverage.
- The service of alcohol will cease at 11:00 pm.

The Premises suffers a hardship in that it is improved with a huge building with many store vacancies due to economic hardships and internet shopping habits, which are increasing year by year. The Mall cannot fill these vacancies. A modification of the permitted uses will provide a reasonable use of the Premises, akin to the draw of people to it as a shopping mall. Revitalizing

existing vacant space while drawing people to the mall is mutually beneficial for both the owner and the tenant, as well as the township, which contains many underutilized properties. The proposed use is keeping with the character of the Mall, the neighborhood, and RS District. The proposed use will not have an adverse impact on the public's health, safety and welfare.



**Express Waiver of All MPC Time-Requirements  
for Timely Hearing/Decision before Zoning Hearing Board**

Hearing Date: \_\_\_\_\_

ZHB #: \_\_\_\_\_

Applicant Name: The Venue at Montgomery Inc., also known as, The Venue at Montgomery LLC

Address: 20 Vine Street, P.O. Box 747

City, State, Zip: Lansdale, PA 19446

Contact Name: Zachary R. Morano, Esq. Phone: 215-661-0400

Email: ZMorano@HRMML.com

Subject Property Address: 230 Montgomery Mall, North Wales, PA 19454

**Due to the uncertainty of how the COVID-19 threat proceeds, please allow this form to serve as my time waiver request in the above-referenced matter.**

**In making this request I waive any and all rights to a timely hearing and/or decision under the Pennsylvania Municipalities Planning Code, until such time as this matter can be properly advertised and heard. Accordingly, please schedule the associated hearing of this matter to the next properly scheduled meeting, with proper notice to me of such scheduling.**

Zachary R. Morano  
Signature of Attorney for Applicant

Zachary R. Morano  
Printed Signature

July 11, 2023  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Date

**THE VENUE AT MONTGOMERY**

**RE: MONTGOMERY MALL  
LEASE**



### Temp -Specialty Lease

Montgomery Mall  
230 Montgomery Mall  
North Wales, Pa. 19454

This Lease Agreement made as of this 1st day of January 2023, by and between the parties identified in Section I as Landlord and Tenant upon the terms and conditions hereafter set forth.

### WITNESSETH

In consideration of the payments of the Rent, charges and fees provided for herein and the covenants and conditions hereinafter set forth, Landlord and Tenant hereby covenant and agree as follows:

### Section I: Economic Provisions

#### 1. Parties.

Landlord: **MONTGOMERY MALL REALTY  
HOLDING, LLC**

Tenant: **Demetrius Walker**  
  
DBA: **The Venue at Montgomery,  
LLC.**  
  
Address: **20 Vine St. PO Box 747  
Lansdale, Pa. 19446**  
  
Phone: **267.235.2543**

#### 2. Leased Premises.

Type: **Inline**

Space No: **2063**

Description of Location: **2nd floor end unit**      Approximate Square Footage: **12,997**

Landlord hereby leases to Tenant the Premises, defined above, located within Landlord's shopping center (the "Shopping Center") at the location shown on Exhibit "A" attached hereto for the Term, to occupy and use the Premises, subject to all the terms and conditions set forth herein. The parties acknowledge that this Lease is short-term, and that all terms and conditions of this Lease reflect a short-term leasehold agreement between the parties. Tenant agrees to strictly adhere to the rules, regulations and policies for the Shopping Center adopted by Landlord as set forth in Exhibit "B" attached hereto (the "Rules and Regulations"), which are subject to change, revision and modification by Landlord at any time.

#### 3. Term.

Term Commencement Date: **January 01, 2023**

Term Expiration Date: **December 31<sup>st</sup>, 2024**

**\*\*\*ANY TERM BEYOND 24 MONTHS REQUIRES INTERNAL CORPORATE APPROVAL\*\*\***

The term (the "Term") of this Lease shall commence upon the Term Commencement Date, and shall expire at 11:59 p.m. on the Term Expiration Date. Notwithstanding the foregoing to the contrary, Landlord may terminate this Lease upon thirty (30) days Notice to Tenant delivered to Tenant's address as provided for in this Agreement. **Notwithstanding anything to the contrary, in the event Tenant is in Default of this Lease beyond applicable notice and cure periods, if any, then Landlord may terminate this Lease Agreement at any time upon three (3) days notice delivered to Tenant's address as provided for in this Agreement.**

#### 4. Permitted Use.

Tenant shall be permitted to use the Premises for the non-exclusive use of conducting the operation of i.e.; for events such as Birthday Parties and like for Montgomery Mall patrons and the general public (the "Permitted Use"). Licensee shall operate under the following name: **D & J Walker (the "Trade Name")**.



Tenant shall use the Premises only for the Permitted Use. Tenant shall not use the Premises for any other purpose unless agreed to in writing by Landlord.

---

#### **5. Security Deposit.**

Tenant, concurrently upon signing the Lease, shall deposit with Landlord the sum of ,

which sum shall be held by Landlord as security against a Default by Tenant (the "Security Deposit"). Landlord hereby acknowledges receipt of the Security Deposit from Tenant. Landlord will retain the Security Deposit as security for the faithful performance by Tenant of all covenants, conditions, and agreements of this Lease. Such security deposit shall not constitute final payment of any rent or fees. The balance of the Security Deposit, if any, shall be refunded to Tenant approximately ninety (90) days following the expiration of the Term of this Lease provided Tenant is not in Default under any of the terms of this Lease (or, if required by applicable law, the balance of the Security Deposit, if any, shall be refunded to Tenant at such time and in such manner as is otherwise provided by law). The balance of the Security Deposit, if any, will be refunded to such address as provided by Tenant in this Lease for receipt of Notice.

---

#### **6. Payment Schedule.**

Commencing on the Term Commencement Date and continuing during the entire Term of this Lease, Tenant shall pay rent ("Minimum Rent") for the Premises payable to Landlord, without demand, deduction, set-off or counterclaim, in one (1) or more installments, in advance, as indicated on the following schedule:



**MAIL PAYMENTS TO THIS ADDRESS:** 1010 Northern Blvd. Ste 212, Great Neck, NY 11021

**MAKE CHECKS PAYABLE TO:** Montgomery MALL REALTY HOLDING, LLC

Minimum Rent, Additional Rent, and other fees (collectively referred to as "Rent") are payable in CERTIFIED FUNDS.

If Rent is to be paid monthly, then Rent is due on the 1<sup>ST</sup> of each month and it is late on the 2<sup>ND</sup> of each month. If Tenant fails to pay Minimum Rent, Overage Rent, Additional Rent, and any other fees when same are due and payable, or if Tenant fails to perform any other term or condition of this Lease, then Tenant will be in default ("Default"). In addition, if Tenant fails to perform any term or condition of this Lease, then Landlord may impose a fine (the "Fine") or fines ("Fines") upon Tenant as otherwise provided for in the Rules and Regulations in addition to any other action or remedy that Landlord may take or that Landlord may pursue. Such Fines shall be due and payable immediately, and unpaid Fines will be added to Tenant's account as Additional Rent. If Tenant incurs a Fine more than once in any, consecutive twelve (12) month period, then such event shall be a material breach of this Lease, and Landlord may terminate this Lease.

Tenant shall pay any and all applicable tax on Minimum Rent, Overage Rent, and Additional Rent imposed by the state (or local municipality) or quasi-governmental unit in which the Premises is located.

Unless otherwise stated, all sums of money or charges payable to Landlord from Tenant by this Lease, other than Minimum Rent and Overage Rent, are defined as "Additional Rent," and are due as provided for in this Lease.

---

## **7. Overage Rent**

Effective upon the Term Commencement Date, Tenant shall pay overage rent (the "Overage Rent") on the tenth (10th) day of each month based upon its "Gross Sales" for the immediately preceding month. "Overage Rent" is defined herein as the percentage of monthly Gross Sales from the Premises over and in excess of a specified annual Gross Sales break point (the "Break Point"), as follows:

Effective i.e: 01/25/20 - Tenant to pay 10 % of Monthly gross sales from the Leased Premises over Seven Thousand Eight Hundred Dollars And No Cents (\$0.00). Overage payment is due to landlord by the 10<sup>th</sup> of the following month. Failure to submit overage payment by the given date will result in a \$50 late fee per statement that is late.

Tenant's "Gross Sales" is defined to mean the total amount of dollar value of all sales of merchandise, and sales of services, and rentals of merchandise arising out of or payable on account of the business conducted in, on or from the Premises by or on account of Tenant or any sublessee, assignee, licensee or concessionaire of Tenant, for cash or credit, including all orders for merchandise taken at or sold from the Premises, and including any fees, such as membership fees, activation fees, service fees and related charges.



Overage Rent shall be due and payable as Additional Rent. Tenant is obligated to collect State sales tax, where applicable, on its "Gross Sales," and to pay over such sales tax to the applicable taxing authority or authorities.

## **8. Additional Provisions.**

The following additional provisions (the "Additional Provisions"), if any, are hereby incorporated into this Lease Agreement. In the event of any conflict between any terms and conditions of this Lease Agreement other than the Additional Provisions, and the Additional Provisions, the terms and conditions of the Additional Provisions shall control.

Landlord right to terminate with 30 days written notice. Should Landlord exercise termination rights in Section 3, a pro-rated refund will be refunded on only pre-paid rent. Landlord reserves the right to terminate this Lease Agreement and/or to relocate Tenant with 30 days written notice pursuant to section 3 above regardless of whether or not Tenant is in default.

**IN-LINE SPACE. MAINTENANCE (BY TENANT).** In addition to Tenant's responsibilities as otherwise set forth in the Lease, Tenant shall perform all maintenance and repairs needed to the Premises.

**IN-LINE SPACE UTILITIES:** In addition to the Minimum Rent and Percentage Rent, Tenant shall be responsible to pay to Landlord \$200 on a monthly basis, the cost of its usage charges of electricity, water/sewer and trash. In the event the Tenant's usage of utilities exceeds the Utility Payment, upon receipt of invoice from Landlord confirming Tenant's actual usage of the utilities at the end of each calendar year of this lease, Tenant shall pay to Landlord the amount of the difference between Tenant's actual usage and the utility payment.

**HVAC SERVICE AND MAINTENANCE. TENANT'S RESPONSIBILITY.** Tenant is responsible to perform HVAC maintenance at least quarterly by a certified technician in order to keep the HVAC system in good working order. Tenant shall provide Landlord, at its Mall Management Office, with a copy of a service contract and any subsequent contracts within ten (10) days after Lease signing. Tenant must provide copies of any subsequent HVAC service contracts within ten (10) days after they are signed.

**RENT. BY ORDINARY CHECK.** Tenant's monthly payments of rent as otherwise provided for in the Lease may be made by ordinary check.

Penalty for late payments will begin on the 10th of each month.

Space to be delivered in "as is" condition. Upon expiration of term, tenant will vacate, broom-clean and return space to Landlord in its original condition, ordinary wear and tear excepted. Any costs incurred for any repairs will be the tenant's responsibility.

## **Section II: Operational Provisions**

### **9. Occupancy and Operations at Premises.**

Tenant shall occupy the Premises upon commencement of the Lease Term. Thereafter, Tenant will continuously occupy the Premises solely for the Permitted Use and for no other purpose whatsoever during all of the mall hours as determined by the Landlord. Tenant further represents that it shall keep the Premises in good, clean and safe condition. On the expiration of the Term of this Lease, Tenant shall vacate the Premises returning it to Landlord in broom clean condition and fully restored to at least the condition as the Premises was prior to Tenant's taking possession of the Premises.





**10. Insurance. Co-Holder: MONTGOMERY MALL REALTY HOLDING, LLC**

Tenant agrees to carry, at its own expense, throughout the Term of this Lease, commercial general liability insurance in the broadest form obtainable (including contractual liability coverage) covering the Premises and Tenant's Permitted Use of the Premises with a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage, including loss of use. Tenant's insurance policy(ies) shall be written with insurers licensed to do business in the state in which the Premises is located, shall be in a form satisfactory to Landlord, and shall carry an A.M. Best rating of at least A-. Tenant's policies shall name Landlord as an additional insured and shall be endorsed to provide Landlord with no less than ten (10) days prior written notice from Tenant's insurance carrier of cancellation or nonrenewal. Tenant's policies shall also be endorsed to reflect that in the event that coverage benefiting Landlord exists under both Landlord's and Tenant's policies, coverage under Tenant's policies shall be primary.

Tenant shall carry, at its sole cost and expense, special perils "all-risk" property coverage on its furniture, fixtures, carpets, improvements and betterments, equipment, inventory, stock in trade and goods placed in the Premises covering the property on a full replacement cost basis.

Tenant shall also carry at all times such workers' compensation insurance as to comply with the laws and regulations of the state in which the Premises is located, and Tenant shall provide Landlord with a certificate of insurance evidencing coverage currently in force. Tenant shall also carry employer's liability insurance in the amount of \$1,000,000 for each accident, \$1 disease coverage for each employee, and \$1 disease coverage in the aggregate.

Tenant shall provide Landlord with a certificate of insurance (ACORD 25) prior to the date of occupancy by Tenant; and, within thirty (30) days of each anniversary of Tenant's providing such proof of insurance, Tenant shall provide an additional certificate of insurance to Landlord evidencing the above-required coverages.

Landlord and Tenant each release all claims against each other, and shall cause their insurers to waive all rights of subrogation against the other, its officers, directors, employees and agents, mortgagees and ground lessor(s), from any and all loss, damages or liability covered under any policy of insurance required to be maintained by this Lease, including deductibles or retentions, notwithstanding that such loss, damages or liability may have arisen from the negligence, tortious act or omission of the other party, or anyone for whom such party may be responsible.

The insurance policies described in this Section (10) shall be reasonably acceptable to Landlord in form and content, and (ii) shall not be materially changed without at least ten (10) days prior written Notice to Landlord.

**II. Tenant Operations; Landlord Disclaimer; Signage; and Visual Merchandising.**

Tenant agrees that Landlord has made no representations, warranties or guarantees regarding the success or failure of Tenant's business or operations or with respect to projected or anticipated Gross Sales or profits under this Lease. Tenant acknowledges that Landlord has made no representations concerning the possibility of the extension or renewal of the Lease Term beyond the period set forth herein. In fact, Landlord and Tenant agree that the Lease Term shall expire, and Tenant's rights to possession of the Premises shall terminate, upon the Expiration Date (unless the Lease is terminated earlier than such date). Tenant agrees that any and all merchandise, display equipment, and other items will remain within the confines of the Premises.

**Signage: Banner signage is not permitted.**

All Tenant's signage must be of professional quality and approved by Landlord prior to the Term Commencement Date. If the Tenant has an in-line space, it must supply its storefront with a three dimensional or raised-lettered sign. Such sign shall be proportionate to the existing fascia size and shall be pre-approved by Landlord.

**Visual Merchandising:**

Tenant shall comply with the visual merchandising standards of Landlord. Tenant shall submit a visual merchandising plan for approval. The Tenant understands and agrees to implement visual merchandising recommendations of the Landlord and to change



visual merchandising presentation as requested by the Landlord. Landlord reserves the right to approve and to make recommendations and/or changes to Tenant's visual presentation and to Tenant's display of merchandise. Landlord reserves the right to adopt additional visual merchandising standards and policies in the Rules and Regulations.

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#### **12. Tenant Records and Statement of Sales.**

Tenant agrees to record all Gross Sales and sales tax at the time each sale is made, whether for cash or credit. Tenant agrees to record such Gross Sales in a (point of sale) cash register containing a cumulative record of sales transactions. Tenant shall report Gross Sales and sales tax to the Landlord on the first to occur of (i) on or prior to the tenth (10th) day of each month following the month in which Gross Sales occurred and (ii) no greater than five (5) days following the Term Expiration Date. Tenant's failure to report Gross Sales to Landlord shall be an event of Default. Landlord shall have the right to audit Tenant's Gross Sales not more frequently than twice per Lease Term. If Tenant understates its Gross Sales by greater than 2%, in addition to any other remedy available to Landlord, Landlord has the right to terminate this Lease upon 30 days Notice delivered in the manner as provided for in this Lease. In this event, Tenant shall remain liable for any and all Rent and monies due pursuant to the terms of this Lease. In addition to any other remedy available to Landlord, in the event Gross Sales figures are not provided to Landlord on time, then Tenant shall pay such late fees and/or Fines to Landlord as otherwise provided for in the Rules and Regulations.

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#### **13. Indemnification by Tenant.**

To the fullest extent permitted by law, Tenant hereby indemnifies Landlord and agrees to hold harmless and to defend Landlord, Landlord's officers, directors, employees, agents, successors and assigns, and any mortgagee and any master lessor of the Shopping Center, from and against all claims, losses, liabilities, damages, penalties, fines and expenses (including but not limited to attorneys' fees) that arise from or in connection with the use of the Premises, or any portion thereof by the Tenant, its employees, agents, contractors, licensees, or invitees.

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#### **14. Damage to Premises; Prohibition of Alterations.**

Tenant is liable for all damages to the Premises and to the Shopping Center. Upon demand, Tenant shall reimburse Landlord for the cost of the repair of the Premises (inclusive of Landlord units), or any other damage elsewhere in the Shopping Center, caused by or arising from the installation or removal of Tenant's property in or from the Premises or from the removal of Tenant's property upon the expiration or earliest termination of this Lease. Tenant may make no alterations to the Premises.

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#### **15. Late Payments and Returned Checks. Tenant Default.**

If Tenant is late in making any payment of Rent to Landlord, then Landlord may impose a late fee or fees, Fine or Fines, upon Tenant as otherwise provided for in the Rules and Regulations. Tenant is required to pay a service charge to Landlord of \$30.00 on all returned checks. The failure of Tenant to perform any term or condition of this Lease, or the failure of Tenant to fulfill any term or obligation of this Lease, shall be a Default. If Tenant is in Default, Landlord may pursue such remedy as is provided for in Section 3 of this Lease, and Landlord may pursue any other remedy or remedies available to Landlord at law or in equity. Landlord shall not, under any circumstances, be obligated to accept any rental payments and/or to allow Tenant to cure any Default hereunder. Landlord may pursue any damages (including, but not limited to Landlord's reasonable attorney fees and legal costs and expenses) and/or loss of rent (such loss of rent to be measured by the unpaid rents and other charges due under this Lease over the full term hereof) sustained by Landlord as a result of Tenant's Default under this Lease. Without limiting Landlord's rights and damages under the terms of this Lease or applicable law, if Landlord exercises its right to recover possession of the Premises, the parties specifically agree and acknowledge that Landlord shall be entitled to recover from Tenant monetary damages equal to Landlord's costs in facilitating such recovery.

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**16. Assignment and Subletting.**

Tenant shall not sell, assign, mortgage, pledge or transfer this Lease or any interest therein, nor sublet all of the Premises or any part of the Premises, nor license concessions or departments therein, without Landlord's prior written approval, which may be withheld at Landlord's sole and absolute discretion.

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**17. Liability.**

There shall be no personal liability of Landlord with respect to this Lease. If a breach by Landlord occurs, Tenant shall look solely to the equity of Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

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**18. Terms of Lease. Signature by Email or by Other Electronic Means.**

This Lease, including any exhibits attached, contains all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant. There are no other verbal or written agreements between the parties other than those set forth in this Lease.

If a party returns this Lease (or a portion of this Lease with instructions to insert said portion into the Lease) by facsimile, by email, or by other electronic means, then the party sending this Lease (or a portion of this Lease) intends the copy of its signature or initials to be considered to be an original. Such party shall then endeavor promptly to provide an original counterpart of this Lease (or portion of this Lease) to the other party.

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**19. Permits. Lawful Activity. Merchandise Return Policy.**

Tenant shall be responsible for obtaining any licenses, authorizations, or permits required by any governmental agency or authority for the Permitted Use and for any type of activity to be carried on at the Premises (collectively, "Tenant's Licenses"). Tenant shall be responsible for payment of all associated costs and expenses associated with Tenant's Licenses. Tenant represents that it has, or shall obtain prior to the Term Commencement Date, all Tenant's Licenses, and Tenant shall have obtained sales, use, and other federal, state, county or local tax permits required with respect to the Permitted Use to be conducted at the Premises.

No unlawful activities shall be permitted at the Premises. The consumption or sale of alcoholic beverages on or from the Premises shall not be permitted.

Tenant shall post its merchandise return and exchange policy in a location visible to the public at all times during the Lease Term.

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**20. Expiration of Lease Term. Removal of Tenant's Property.**

At the expiration of the Lease Term, Tenant shall surrender the Premises in the same condition as they were required to be in on the Commencement Date, reasonable wear and tear and damage by unavoidable casualty excepted, and deliver all keys for the Premises to the office of the Center's general manager. All alterations, changes and additions and all improvements, including leasehold improvements, made by Tenant whether part of Tenant's Work or not, shall remain Tenant's property for the Lease Term, but shall immediately upon the termination of this Lease become Landlord's property, be considered part of the Premises, and not be removed without Landlord's written consent, this includes sinks, water heaters, and anything that is bolted, cemented, affixed to the space. If Tenant fails to remove any shelving, decorations, equipment trade fixtures or personal property from the Premises within two (2) days of such termination of the Lease, they shall become Landlord's property and Tenant shall repair or pay for the repair of any damage done to the Premises resulting from removing same but not for painting or redecorating the Premises.

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**21. Holding Over.**

If Tenant shall hold possession of the Premises after the expiration of the Lease Term or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Premises as a holdover tenant and agrees to pay Landlord for such period at



double the highest Minimum Rent in effect during the Lease Term or any extensions thereof, plus all Percentage Rent payable under this Lease, and otherwise subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

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## **22. Hazardous Material.**

Tenant shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Premises.

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## **23. Maintenance of Premises.**

Tenant shall maintain, at its sole cost and expense, the Premises in good condition and Tenant shall make all necessary replacements and repairs to the Premises except for structural repairs. Tenant shall not scratch or mar, or otherwise damage, the floors, carpet, walls and ceiling of the Premises.

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## **24. Compliance with Laws.**

Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations, and with all other requirements and with all notices from Landlord's mortgagee, respecting all matters of occupancy, condition or maintenance of the Premises, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof.

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## **25. Notice.**

Notice to Tenant (including a statement for Minimum Rent, Overage Rent, and Additional Rent owed) or Notice to Landlord (collectively, "Notice") shall be effective only if Notice is in writing and is (i) delivered in person, (ii) delivered by U. S. mail, or (iii) delivered by a reputable overnight courier. Any such Notice shall be delivered (1) to Landlord at the address set forth in this Lease, or to such other address as Landlord shall designate by giving written Notice thereof to Tenant; or, (2) if to Tenant, at the address set forth on page 1 of this Lease or such other address as Tenant shall designate by giving written Notice thereof to Landlord. Any such Notice (including any statement, certificate, request or demand) shall be deemed to have been given upon receipt or refusal of receipt.

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## **26. Survival.**

The obligations of Tenant (i) for payment of rent and charges under this Lease, (ii) for performance of obligations which by their nature must be performed after the expiration or earlier termination of this Lease, and (iii) under Section 13 of this Lease, shall survive the expiration or earlier termination of this Lease.

By signing this Lease, Tenant acknowledges that he/she understands ALL provisions included within this Lease Agreement and the Rules and Regulations for the Shopping Center, and ALL provisions within any exhibits attached to this Lease Agreement, and Tenant agrees to be bound by this Lease Agreement.

**Landlord:**

MONTGOMERY MALL  
REALTY HOLDING, LLC

**Tenant:** The Venue at Montgomery LLC

**Legal Name:** Demetrius & Janet Walker

**DBA:** The Venue at Montgomery LLC



Signature: 

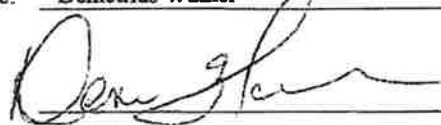
Print Name: Theresa Napoli

Title: General Manager

Date: November 22<sup>nd</sup>, 2022

Signature: 

Print Name: Demetrius Walker

Title: 

Date: November 22<sup>nd</sup>, 2022

Texas ID or SSN  
(Required): \_\_\_\_\_

# **MONTGOMERY MALL**

## **ADDENDUM TO LEASE AGREEMENT**

Addendum to Lease Agreement entered between Montgomery Mall Realty Holding LLC. And  
The Venue at Montgomery LLC on December 2, 2022:

With this addendum, The Venue at Montgomery will be permitted to operate the venue  
outside of advertised mall hours however, it is your responsibility to communicate your hours  
of operations and means of exit and entrance to you patrons beyond mall hours. This will not  
become the responsibility of mall staff.

You will also be permitted to play music no louder than 90 db. during mall hours and no louder  
than 96 db. after the mall closes. You must also ensure the space is properly soundproof  
according to the Decibel Scale regulations, certified by the installer in order for this addendum  
to become effective. The music and or sound coming from your unit may not become a  
nuisance to mall tenants or patrons.

12-2-2022  
Date  
General Manager

Principle  
Principle



## ADDENDUM TO LEASE AGREEMENT

This addendum (the "Addendum") is entered into as of May 22, 2023, by and between Montgomery Mall Realty Holding, LLC, hereinafter referred to as "Landlord", and The Venue At Montgomery Inc., hereinafter referred to as "Tenant", collectively referred to as the "Parties."

WHEREAS the Parties entered into a Lease Agreement (the "Lease Agreement") on January 1, 2023, pertaining to the property located at 230 Montgomery Mall Suite 2068, North Wales, PA. 19454, as described in the Lease Agreement.

WHEREAS Tenant desire to include the provision for "Bring Your Own Beverage" (BYOB) on the leased premises, subject to certain terms and conditions:

1. **BYOB Provision:** Landlord hereby grants Tenant permission to allow patrons of Tenant's business to bring and consume their own alcoholic and non-alcoholic beverages on the premises subject to the following terms and conditions:
  - a. **Compliance with Laws:** Tenant shall ensure that all activities related to BYOB on the premises comply with all applicable federal, state, and local laws, regulations, and ordinances regarding the consumption and serving of alcoholic beverages.
  - b. **Liability and Indemnification:** Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, demands, suits, liabilities, damages, losses, costs, and expenses arising out of or related to the BYOB activities conducted by Tenant or its patrons on the leased premises.
  - c. **License and Insurance:** Tenant shall obtain and maintain all necessary licenses, permits and insurance coverages required for the lawful operation of BYOB activities; Tenant shall provide proof of insurance coverage to Landlord upon request.
  - d. **Responsibilities:** Tenant shall be solely responsible for monitoring and regulating the consumption of beverages brought onto premises by its patrons. Tenant shall ensure that no underage drinking or excessive alcohol consumption occurs and shall promptly address any instances of misconduct or non-compliance with applicable laws.
  - e. **Termination of BYOB Privileges:** Landlord reserves the right to revoke Tenant's BYOB privileges upon written notices if Tenant fails to comply with any of the terms and conditions outlined in the Addendum or violates any applicable laws or regulations.

2. **Incorporation:** This Addendum shall be incorporated into and become a part of the Lease Agreement. In the event of any conflict or inconsistency between the provisions of the Lease Agreement and this Addendum, the provision of this Addendum shall prevail.
3. **Entire Agreement:** Except as specifically modified by this Addendum, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date first above written.

**Landlord:** Montgomery Mall Realty Holding LLC:

**Tenants:** The Venue At Montgomery

**Landlord Signature:**

*[Handwritten Signature: Napoli]*

**Date:**

*5.23.23*

**Title:**

*General Manager*

**Tenant Signature:**

*[Handwritten Signature: Demetrius Zelli]*

**Date:**

*5-23-22*

**Title:**

*President*



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

**APPLICATION NO. 23040002  
APPLICATION OF DEMETRIUS AND JANET WALKER d/b/a THE VENUE AT  
MONTGOMERY, INC. FOR USE VARIANCE  
FROM MONTGOMERY TOWNSHIP ZONING  
ORDINANCE §230-94.A IN THE RS – REGIONAL SHOPPING CENTER DISTRICT**

**OPINION AND ORDER**

Pursuant to proper legal advertisement in Montgomery Newspapers on April 18, 2023, and April 25, 2023, a public hearing was held on Wednesday, May 3, 2023 commencing at 6:30 p.m. at the Montgomery Township Administration Building, 1001 Stump Road, Montgomeryville, Pennsylvania.

Present for the Zoning Hearing Board at the hearing were Michael J. Lyon, Esquire Chairman, Deborah Grasso, Vice Chairwoman, and L. Vincent Roth, III, Secretary. Mary Kay Kelm, Esquire was present as the Solicitor for the Zoning Hearing Board. Zachary R. Moreno, Esquire, represented the Applicants. Also present at the hearing were Bruce Shoupe, Director of Planning and Zoning of Montgomery Township and Marianne J. McConnell, Deputy Zoning Officer of Montgomery Township. At the hearing, the Notes of Testimony were taken and transcribed by Mark Manjardi, an Official Court Reporter.

**EXHIBITS**

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

- A-1 Site Plan
- A-2 Photos of Unit 2063
- A-3 Application and Attachment
- A-4 Lease Agreement dated 1/1/2023

A-5 Deed

B-1 Proof of Publication

B-2 Posting of Hearing Notice

B-3 Notification to Adjacent Homeowners

### **FINDINGS OF FACT**

1. The subject property is Unit 203 of the Montgomery Mall, located at 804 Bethlehem Pike, Montgomeryville, PA 18936 and is an approximately 13,000 square foot space located on the second level of the Montgomery Mall near the food court. (hereinafter the "Property"). (N.T. p.6, 25, *Application, Exhibit 1*).

2. The applicants are Demetrius and Janet Walker doing business as The Venue at Montgomery, Inc. with a mailing address of 20 Vine Street, Post Office Box 747, Lansdale, PA 19446. They are the sole owners of The Venue at Montgomery, Inc., a Pennsylvania corporation, and are named as tenants in the lease with Montgomery Mall. (N.T., p. 40-43).

3. The applicants propose to use the property for an indoor recreation/entertainment facility. The unit is presently vacant but was previously used as a H&M clothing store. (N.T., p.12).

4. The property is in the Township's Regional Shopping Center district, which does not permit an indoor recreation or gathering venue use. Applicants thus request a use variance. (N.T., p.5).

5. Mrs. Janet Walker, owner of The Venue at Montgomery, Inc. appeared and testified in support of the application. She and her husband are the sole owners of the corporate entity and have a two-year lease with Montgomery Mall Realty Holding, LLC. (N.T., p. 8, 11).

6. Mrs. Walker testified that she would use the space as a venue for people and family to gather for social events, such as book readings, birthday parties, social gatherings and the like. (N.T., p. 12).

7. Mrs. Walker also anticipates renting the space for private events, such as weddings or anniversary parties. (N.T., p. 13).

8. The witness has experience in planning and executing events. When she rents the space, she will provide tables and chairs and either she or someone from her company would be onsite for every event from open to close. (N.T., p. 37).

9. Mrs. Walker testified that she intended to host events with dancing and live entertainment, which is a permitted use for the RS zoning district in Table 230-A.

10. She also intended to use the Unit to host conferences, corporate meetings, and business retreats, which is a permitted use under Table 230-A. (N.T., p. 44-45).

11. The witness testified that applicant's operating hours would be Monday through Sunday 10 a.m. to midnight. Patrons would vacate the space by midnight but cleanup of the event could continue to 1 a.m. She further testified that events would be scheduled in six-hour increments which included one hour to set up, four hours for the event, and one hour to clean up. Mrs. Walker did not anticipate that the Unit would be open every day for rentals. (N.T., p. 14).

12. Mrs. Walker provided a site plan to the ZHB which was marked as Exhibit 1 and admitted into evidence. She described the Unit as containing two large rooms and two small bathrooms in the rear of the unit. (N.T., p. 15, 57).

13. In addition, the witness testified that her patrons would have use of the Mall's food court bathrooms, which contained four of five stalls for both males and females. *Id.*

14. The are no kitchen facilities in the property so patrons would have to supply their own food and drink. (N.T., p.15).

15. While the witness envisioned the venue space being a BYOB with a licensed bartender, at present the lease with the Mall did not allow alcohol onsite so no events would include alcohol. (N.T., p. 38, 50).

16. Mrs. Walker testified that she took five photographs, which were submitted at the hearing, which accurately showed the unit's floor plan and would not be altered or modified in any way. (N.T., p. 18).

17. Parking is plentiful at the Montgomery Mall and Mrs. Walker testified that she was permitted to use all parking lots to accommodate her leased unit. (N.T., p. 18).

18. The witness testified that when she rents the venue space, she will require her customers to utilize security personnel that she contracts. For events under 75 people, Mrs. Walker will require her patron to pay for one security guard. For events over 75 people, patrons will pay for two security guards. In addition, the Mall provides their own security guards. (N.T., p. 19-22).

19. In addition, Mrs. Walker explained that when she rents the venue to others, she will require event insurance as part of her rental agreement. (N.T., p. 38).

20. Mrs. Walker testified that any music used for events would not exceed ninety decibals, and that she had installed a sound system that would lock any renters using her facility from exceeding ninety decibals. (N.T., p. 29).

21. Mrs. Walker stated that after Mall operating hours, roped walkways would be provided guiding her patrons to the food court restrooms so no one would be permitted to wander the Mall. (N.T., p. 32).

22. The applicant testified that patrons of her venue would enter and exit through the food court doors both during and after Mall operating hours. (N.T., p. 35-36).

23. Mrs. Walker testified that her largest event in the unit would likely be a wedding between 125 and 175 guests. (N.T., p. 27-28).

24. The witness testified that she investigated other malls in the area that contain this type of event space, specifically Plymouth Meeting Mall and Oxford Valley Mall. (N.T., p. 25-26).

25. Mrs. Walker testified that the vacancy rate for units in the Montgomery Mall at the present time was between sixty and seventy percent, which she believed was a hardship for the Mall. (N.T. p. 26).

26. She testified that her proposed use would benefit the remaining stores in the mall since her patrons might shop for a birthday, shower or anniversary gift there if they were attending her venue. (N.T., p. 27).

27. The witness testified that she did not believe the proposed use would be detrimental or adverse to the public welfare or safety. (N.T., p. 28).

28. She stated that the proposed use would be the least modification to the current zoning ordinance in that her venue would fit with existing retail stores and the overall commercial use. *Id.*

29. Mr. Melvin Ford, Operations manager for Montgomery Mall, appeared and testified in support of the application. (N.T., p. 53).

30. Mr. Ford testified that the operating hours for the mall were: Monday to Thursday 11 a.m. to 7 p.m., Friday and Saturday 10 a.m. to 8 p.m., and Sunday from 11 a.m. to 6 p.m. (N.T. p. 53).

31. Mr. Ford testified that the applicant was permitted to go above and beyond the normal operating hours of the Mall pursuant to the terms of the lease. *Id.*

32. Further, Mr. Ford confirmed that the applicant was able to use the food court bathrooms during events, and all of the Mall parking lots. (N.T., p. 54).

33. If events occur after the Mall's normal operating hours, Mr. Ford described the exit door availability in the food court area. (N.T., p. 55).

34. The witness also described that after normal Mall operating hours, a roped area will guide guests at the event space to the food court restrooms. Also, Mall security would stand on the bridge prior to the food court restrooms so no one wanders throughout the Mall. (N.T., p. 56).

35. One member of the public, Mrs. Kris Hubler of 623 North Wales Road, questioned the total capacity of people using the space. (N.T., p.58-59). The applicant agreed to defer to the Township to determine the correct occupancy load of her proposed assembly use. (N.T., p. 60-62). Mrs. Hubler did not offer comment either for or against the proposed relief. (N.T., p. 64).

#### CONCLUSIONS OF LAW

36. The Applicants requested that the ZHB provide the requested relief by use variance.

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

38. In order to grant the Variance, the ZHB must make the following findings where relevant:

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

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

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

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

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

#### **DETERMINATION**

39. The Zoning Hearing Board finds that Applicants' request for relief, while novel for the Mall, was minimal in impact, and that the proposed indoor recreational space was well-suited to the commercial uses and compatible with retail in general.

40. The Board took notice that the Mall is suffering from a high vacancy rate, due to economic hardship and the onset of internet retail shopping, which is increasing year to year. The Board notes that it is in the community's best interest to act now to preserve the integrity of the Mall and its adaptability to changing circumstances.

41. The ZHB placed particular importance on applicants' willingness to accept and abide by the Township's safety and occupancy regulations, in addition to other adequate self-imposed controls for noise level and security.

42. The Board believes the proposed use is beneficial to Montgomery Township and its residents, and takes advantage of one of the Mall's best features: its voluminous amount of space.

43. The Zoning Hearing Board is satisfied that no adverse impact would occur to the public health, safety and welfare by the proposed use.

44. The Zoning Hearing Board finds that the proposed use does not alter the essential character of the Mall, the surrounding area, nor impair development of adjacent property.



**ORDER**

AND NOW, this 19<sup>th</sup> day of May, 2023, the Zoning Hearing Board of Montgomery Township grants a variance from Section 230-94.A of the Montgomery Township Zoning Ordinance to Demetrius and Janet Walker d/b/a The Venue at Montgomery, Inc pertaining to Unit 2063 of the Montgomery Mall, 804 Bethlehem Pike, Montgomeryville, PA 18936 to allow use as an indoor entertainment space. The relief granted by the Board is subject to Applicant's strict compliance with the terms of its lease and conditions presented as evidence at the hearing of May 3, 2023.

**MONTGOMERY TOWNSHIP  
ZONING HEARING BOARD**By: Michael J. Lyon, Esquire  
ChairpersonBy: Deborah Grasso  
Vice-ChairBy: L. Vincent Roth, III  
Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD INFORMATION SUMMARY**  
Item #18

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SUBJECT: Authorization to Advertise Single-Use Plastics Reduction Ordinance  
MEETING DATE: August 14, 2023  
BOARD LIAISON: Beth A. Staab  
INITIATED BY: Carolyn McCreary, Township Manager

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**BACKGROUND:**

During the Public Comment portion of the October 10, 2022 public meeting, Township resident and EAC member Don Hamp spoke to the Board about considering a ban on single-use plastic bags, noting he was speaking on behalf of the EAC.

In May 2022, the Board of Supervisors adopted a resolution encouraging voluntary participation in reducing the use of single-use plastics because at that time the law passed by the state legislature as part of the budget bill had been renewed. However, it was being challenged in the courts by Philadelphia, Pittsburg, West Chester, Narberth, and Lower Merion.

The Township is now in a position to have an ordinance in place to reduce/eliminate single-use plastics. The ordinance was prepared by the Solicitor's office and has been reviewed by the EAC. However, there are several items the Board needs to discuss and make a decision on before we can advertise the proposed ordinance. These items are highlighted in the draft ordinance.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors review the ordinance, provide feedback and authorize advertisement with any proposed additions/changes they desire.

**MOTION/RESOLUTION:**

**Motion** to authorize the advertisement of the Single-Use Plastics Reduction Ordinance, as amended.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

**ORDINANCE NO. 23-337**

**MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY,  
PENNSYLVANIA, AMENDING THE TOWNSHIP CODE TO CREATE A NEW CHAPTER,  
SINGLE-USE PRODUCT REDUCTION, TO REGULATE THE DISTRIBUTION AND USE  
OF SINGLE-USE CARRY-OUT BAGS, SINGLE-USE PLASTIC STRAWS, AND  
EXPANDED POLYSTYRENE FOOD SERVICE PRODUCTS; TO PROMOTE AND  
FACILITATE REUSABLE BAG, STRAW AND CONTAINER USE; AND TO ADD  
FINDINGS, DEFINITIONS, FEES, REQUIREMENTS, ENFORCEMENT, PENALTIES,  
AND EXEMPTIONS RELATING TO THE DISTRIBUTION AND USE OF SINGLE-USE  
CARRY-OUT BAGS, REUSABLE BAGS, SINGLE-USE PLASTIC STRAWS  
AND EXPANDED POLYSTYRENE FOOD SERVICE PRODUCTS**

**WHEREAS**, the Pennsylvania Second Class Township Code authorizes the Board of Supervisors of Montgomery Township to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care, and control of the Township and the maintenance of peace, good government, health and welfare of the Montgomery Township ("Township") and its citizens;

**WHEREAS**, Article 1, Section 27 of the Pennsylvania Constitution, known as the Environmental Rights Amendment (the "Amendment"), provides that people have the right to clean air, pure water, and to the preservation of the natural, scenic, historic, and esthetic values of the environment. Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As a Trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people;

**WHEREAS**, the Amendment imposes two basic duties on the Commonwealth and its political subdivisions, such as the Township, to: 1) prohibit the degradation, diminution, and depletion of the public natural resources, and 2) act affirmatively via legislative action to protect the environment. *Pennsylvania Environmental Defense Foundation v. Commonwealth of Pennsylvania*, 161 A.3d 911 (Pa. 2017);

**WHEREAS**, this ordinance is enacted to achieve the Township's duties under the Amendment by minimizing the degradation, diminution, and depletion of the public natural resources within the Township and to affirmatively enact legislation designed to protect the environment within and around the Township;

**WHEREAS**, for the reasons set forth in more detail below, the Board of Supervisors intends to preserve, maintain, and enhance the health of its residents and visitors, as well as the public natural resources and common property within and around the Township, by regulating the distribution of single-use bags, single-use plastic straws, and expanded polystyrene food service products within the Township;

**WHEREAS**, the Board of Supervisors has met the procedural requirements of the Second Class Township Code for the adoption of the proposed ordinance, including advertising and holding a public hearing; and

**WHEREAS**, the Board of Supervisors, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the health, safety, and general welfare of the residents of Montgomery Township will be served by this amendment of the Montgomery Township Code to regulate the distribution of single-use bags, single-use plastic straws, and expanded polystyrene food service products within Montgomery Township;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors of the Montgomery Township, Montgomery County, Pennsylvania, it is hereby enacted and ordained by the authority of same, as follows:

**I. Code Amendment. A new Chapter entitled “Single-Use Product Reduction” is hereby added to Part II, General Legislation, of the Montgomery Township Code to provide as follows:**

**SINGLE-USE PRODUCT REDUCTION**

**§1. Purpose and Findings.**

A. Purpose. The purpose of this Chapter is:

- (1) To reduce the use of single-use bags, single-use bags, single-use plastic straws, and expanded polystyrene food service products within the Township.
- (2) To curb litter on the streets, in the parks, and in the trees, protect the local streams, rivers, waterways and other aquatic environments, reduce greenhouse gas emissions, reduce solid waste generation, promote the use of reusable, compostable, and recyclable materials within Montgomery Township, and to preserve the natural, scenic, historic, and esthetic values of Montgomery Township.
- (3) To relieve the pressure on recyclers servicing the Township, who cite single-use bags, single-use plastic straws, and expanded polystyrene food service products as a major source of contamination and inefficiency within the recycling stream.
- (4) To relieve the pressure for Township utilized landfills to manage the disposition of single-use products.

B. Findings.

- (1) The use of single-use bags, single-use plastic straws, and expanded polystyrene food service products has severe environmental impacts, including greenhouse gas emissions, litter, harm to wildlife, ground level ozone formation, atmospheric acidification, water consumption, and solid waste generation.
- (2) There are several commercial establishments within Montgomery Township which provide single-use bags, single-use plastic straws, and expanded polystyrene food service products to

their customers, sometimes without the request or the desire of the customers.

- (3) Single-use plastic bags, single-use plastic straws, and expanded polystyrene food service products do not readily decompose.
- (4) Approximately one hundred billion single-use plastic bags are discarded by United States consumers each year. Given the difficulty of recycling these materials, less than 1 percent of single-use plastic bags are returned for recycling in the United State, and in Montgomery Township, such bags are not curbside recyclable.
- (5) Numerous studies have documented the prevalence of single-use plastic bags, single-use plastic straws, and expanded polystyrene food service products littering the environment, blocking storm drains, entering local waterways, and becoming stuck in or upon natural resources and public property.
- (6) The taxpayers of Montgomery Township pay the costs related to the cleanup of single-use plastic bags, single-use plastic straws, and expanded polystyrene food service products from the roadways, trees, sewers, waters, and parks within the Township.
- (7) Recyclers cite single-use plastic bags, single-use plastic straws, and expanded polystyrene food service products as a major source of contamination within the recycling stream, leading to increased costs to the Township and decreased efficiency.
- (8) From an overall environmental and economic perspective, the best alternative to single-use plastic bags is a shift to reusable bags followed by single-use compostable or recyclable paper bags.
- (9) There are several alternatives to single-use bags, single-use plastic straws, and expanded polystyrene food service products readily available in and around Montgomery Township.
- (10) It is recognized that single-use paper bag manufacturing, transportation and resource consumption also affect the environment, but they are biodegradable, single-stream recyclable, and provide a practical retail establishment alternative consistent with most local and state single-use plastic regulations and prohibitions. Although preferable to single-use plastic bags, the overall effects of producing, providing, and allowing single-use paper bags should also be mitigated to reduce waste, litter, and natural resource depletion by encouraging, facilitating and promoting reusable bag use.
- (11) An important goal of Montgomery Township is to procure and use sustainable products and services.
- (12) An important goal of Montgomery Township is to preserve the natural, scenic, historic, and esthetic values of Montgomery Township.
- (13) It is Montgomery Township's desire to conserve resources, reduce the amount of greenhouse gas emissions, waste, litter, water pollution, and to protect the public health and welfare, including wildlife, all of which increases the quality of life for the Township's residents and visitors.

- (14) Studies and past experiences have shown that prohibiting the distribution of single-use plastic bags at the point of sale and placing a mandatory charge on other single-use bags reduces plastic litter and use of single-use bags and promotes the use of reusable bags.
- (15) As required by the Environmental Rights Amendment to the Pennsylvania Constitution, the Township seeks to preserve the natural, scenic, historic, and esthetic values of the Township.
- (16) It is the desire of the Board of Supervisors to conserve resources, reduce the amount of greenhouse gas emissions, waste, litter, water pollution, and to protect the public health and welfare, including wildlife, all of which increases the quality of life for the Township's residents and visitors.

## **§2. Definitions.**

For purposes of this Chapter, the following terms shall be defined as follows:

**CUSTOMER** – Any person purchasing goods or services from a Commercial Establishment, whether directly or through a delivery service. A Customer shall include a person receiving goods from a Commercial Establishment to deliver to another person who purchased such goods.

**COMMERCIAL ESTABLISHMENT** - Any store or retail establishment that sells perishable or nonperishable goods, including, but not limited to, clothing, food, and personal items, directly to the customer and is located within or doing business within the geographical limits of the Montgomery Township. Commercial Establishments include, but are not limited to, a business establishment that generates a sales or use tax; a drugstore, pharmacy, supermarket, grocery store, farmers market, delicatessen, service station, a temporary or seasonal market or vendor, food truck, convenience food store, food mart, or other commercial entity engaged in the retail sale of a limited line of goods that include milk, bread, soda and snack foods; a public eating establishment (i.e. a restaurant, take-out food establishment, or any other business that prepares and sells prepared food to be eaten on or off its premises or delivered off premises); and a business establishment that sells clothing, hardware, or any other nonperishable goods.

**EXPANDED POLYSTYRENE** - Blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by a number of techniques, including: fusion of polymer spheres, known as expandable bead polystyrene; injection molding; foam molding; and extrusion-blow molding, also known as extruded foam polystyrene. Styrofoam shall be included as Expanded Polystyrene.

**EXPANDED POLYSTYRENE FOOD SERVICE PRODUCT** – A non-recyclable product made of synthetic resin of polystyrene or expanded polystyrene that is used for selling, providing, or transporting food or beverages including, but not limited to, food containers (including “clamshell”, hinged, or lidded packaging/food containers), plates, hot and cold beverage cups, and/or trays. However, an Expanded Polystyrene Food Service Product shall not include:

- a. food, beverages, or other items that have been packaged in Expanded Polystyrene outside the Montgomery Township for general distribution;

- b. a product made of Expanded Polystyrene that is used to package raw, uncooked, or buttered meat, fish, poultry, or seafood;
- c. non-foam Expanded Polystyrene Food Service Products;
- d. a package or container containing multiple Expanded Polystyrene Food Service Products packaged by the manufacturer at the time of manufacturing and sold for home or business use.

**OPERATOR** – A person in control of, or having responsibility for, the operation of a Commercial Establishment, which may include, but is not limited to, the owner or manager of the Commercial Establishment.

**PLASTIC** – A synthetic material made from linking monomers through a chemical reaction to create a polymer chain that can be molded or extruded at high heat into various solid forms that retain their defined shapes during their life cycle and after disposal, including material derived from either petrochemicals or a biologically based polymer, such as corn or other plant sources.

**PRODUCT BAG** – Any bag without handles used for the following purposes:

- a. to carry meats, vegetables, fruits, or other similar perishable, raw, or uncooked food item to the point of sale inside a Commercial Establishment;
- b. to package and carry bulk items such as dried fruits or vegetables, nuts, grains, or candy;
- c. for reasons of public health and safety, to prevent food items from coming into direct contact with other purchased items or a person's skin;
- d. to contain hot, prepared foods or unwrapped bakery goods;
- e. to contain or wrap flowers, potted plants, or similar items;
- f. a bag used solely to contain live animals, such as fish or insects sold at a pet store; or
- g. to transport caustic chemicals sold at a retail level.

**RECYCLED PAPER BAG** – A paper bag that meets the following requirements:

- a. contains no old growth fiber;
- b. contains a minimum of 40% post-consumer recycled content; and
- c. is labeled in a visible manner as “recyclable” with the percentage of post-consumer recycled content of the bag.

**REUSABLE BAG** – A bag that meets the following criteria:

- a. Is designed and manufactured to withstand repeated uses over time;
- b. Is machine washable or made from a material that can be readily cleaned and disinfected;  
and
- c. Is designed and manufactured to have the capability of carrying a minimum of eighteen (18) pounds.

**SINGLE-USE PLASTIC BAG** - Any bag made predominantly of Plastic that is provided by a Commercial Establishment to a Customer at the point-of-sale. The term does not include Reusable Bags or Recycled Paper Bags. This definition specifically exempts the following from the category of Single-Use Plastic Bags:

- a. Product Bags;
- b. a bag sold in packaging containing multiple bags and packaged at the time of manufacturing, including food storage bags, garbage bags, or pet waste bags;
- c. newspaper delivery bags;
- d. a bag provided by a state, federal or local government agency;
- e. laundry or dry cleaner bags.

**SINGLE-USE PLASTIC STRAW** - A Straw provided by a Commercial Establishment that is primarily made of Plastic, and not including Straws composed of non-plastic materials such as bamboo, sugar cane, wood, hay or paper. In addition, a Single-Use Plastic Straw shall not include the following:

- a. Straws packaged with beverages prepared and packaged outside of the Township, provided such beverages are not altered, packaged or repackaged within the Township.
- b. Straws provided with a beverage on private property used as a residence;
- c. When provided by a state, federal or local government agency;
- d. a package or container containing multiple Single-Use Plastic Straws packaged by the manufacturer at the time of manufacturing and sold for home or business use.
- e. When provided as an assistance device to reasonably accommodate a disability.

**STRAW** - a tube designed or intended for transferring a beverage from its container to the mouth of the drinker by suction or for the stirring of a beverage. A Straw shall include drink stirrers, devices used to mix beverages, and splash sticks, even if such items are not in the form of a tube.



### **§3. Single-Use Plastic Bags.**

Effective [REDACTED], 2023, Commercial Establishments are prohibited from providing a Single-Use Plastic Bag to a Customer. This prohibition applies to Single-Use Plastic Bags provided for the purpose of carrying goods away from the point-of-sale of a Commercial Establishment and to takeout deliveries, including deliveries utilizing a delivery service, from a Commercial Establishment located within Montgomery Township. The point-of-sale in such transactions is deemed to be at the Commercial Establishment, regardless of where ordering or payment for the transaction physically occurs.

### **§4. Recycled Paper Bags.**

- (1) Effective [REDACTED], 2023, Commercial Establishments are prohibited from providing a non-Recycled Paper Bag to a Customer at the Commercial Establishment or through a delivery service.
- (2) A Commercial Establishment may provide a Customer a Recycled Paper Bag at the point of sale if the bag is provided to the Customer for a charge of not less than ten cents (\$0.10) per bag. A Commercial Establishment may opt out of such charge for takeout orders or deliveries. Commercial Establishments shall post signage that is visible to Customers at the point of sale that advises the Customers of the per bag charge.
- (3) All monies collected by the Commercial Establishment under this Chapter for provision of a Recycled Paper Bag shall be retained by the Commercial Establishment.
- (4) Any charge for a Recycled Paper Bag shall be separately stated on a receipt provided to the Customer at the time of sale and shall be identified on the receipt.
- (5) A Commercial Establishment shall not be permitted to waive, rebate, or otherwise reimburse a Customer for any portion of the Recycled Paper Bag fee in a manner that results in a charge less than the minimum required hereunder unless the Customer is effectuating payment through an Electronic Benefits Transfer (EBT) card, a payment or voucher issued by/through the Supplemental Nutrition Assistance Program (SNAP), the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), or a similar government assistance program related to retail food purchases.

### **§5. Single-Use Plastic Straws.**

Effective [REDACTED] 2023, Commercial Establishments are prohibited from providing a Single-Use Plastic Straw to a Customer at the Commercial Establishment or through a delivery service, except upon the request of the Customer.

### **§6. Expanded Polystyrene Food Service Products.**

Effective [REDACTED] 2023, Commercial Establishments are prohibited from providing an Expanded Polystyrene Food Service Product to a Customer at the Commercial Establishment or through a delivery service.

## **§7. Reusable Bags.**

- (1) A Commercial Establishment may provide a Reusable Bag to a Customer at or before the point of sale if the Reusable Bag is provided to the Customer for a charge of not less than ten cents (\$0.10) per bag.
- (2) All monies collected by a Commercial Establishment under this Chapter for provision of a Reusable Bag may be retained by the Commercial Establishment.
- (3) Any charge for a Reusable Bag shall be separately stated on a receipt provided to the Customer at the time of sale and shall be identified on the receipt.
- (4) Customers may use bags of any type that they bring to the Commercial Establishment themselves for the purpose of carrying goods or other materials away from the point of sale, without incurring any charges for such bag. In addition, Customers shall be permitted to carry away purchased items without a bag.
- (5) Nothing in this Section shall be construed to prohibit the retail sale of Reusable Bags to Customers. In addition, nothing in this Section shall prohibit the free distribution of Reusable Bags by entities that are not Commercial Establishments for promotional purposes or by Commercial Establishments, for promotional purposes, in instances where the Commercial Establishment is not selling its goods.
- (6) A Commercial Establishment shall not be permitted to waive, rebate, or otherwise reimburse a Customer for any portion of the Reusable Bag fee in a manner that results in a charge less than the minimum required hereunder.

## **§8. Temporary Signage Requirement.**

Beginning sixty (60) days after the enactment date of this Ordinance, and for six (6) months after the effective dates set forth above, Commercial Establishments shall post conspicuous signage at all points of sale informing Customers of the following:

- (1) that Single-Use Plastic Bags, non-Recycled Paper Bags, and Expanded Polystyrene Food Service Products will no longer be provided by the Commercial Establishment as of the date the above stated prohibitions;
- (2) the mandatory, minimum charge (or the desired higher charge, if a higher charge is desired by the Commercial Establishment) for a Recycled Paper Bag provided by the Commercial Establishment;
- (3) the date such charges for Recycled Paper Bags will commence;
- (4) what types of bags and purchases are impacted; and
- (5) any other information Montgomery Township may require by regulation.

## **§9. Exemptions.**

The Township Manager or their designee may, upon written request of a Commercial Establishment, exempt a Commercial Establishment from the requirements of this Chapter for a period of one (1) year from the effective date of this Ordinance upon a finding by the Township Manager or their designee that the requirements of this Chapter would cause undue hardship to the Commercial Establishment. An "undue hardship" shall be found only if the Commercial Establishment demonstrates one or more of the following:

- (1) that it has a unique circumstance or situation such that there are no reasonable alternatives to the use of Single-Use Plastic Bags, Single-Use Plastic Straws, or Expanded Polystyrene Food Service Products;
- (2) Compliance with this Chapter would deprive the Commercial Establishment of a legally protected right, with such right being specifically identified by the Commercial Establishment;
- (3) Additional time is necessary to deplete an existing inventory held by the Commercial Establishment, as of the effective date of this Ordinance, of Single-Use Plastic Bags or Expanded Polystyrene Food Service Products;

## **§10. Enforcement.**

- (1) The Township Manager or their designee has the responsibility for enforcement of this Chapter and may promulgate reasonable rules and regulations to enforce the provisions thereof, including, but not limited to, investigating and reporting violations and issuing verbal or written warnings and/or fines.
- (2) Any Operator and/or Commercial Establishment that violates or fails to comply with any of the requirements of this Chapter, after an initial written warning notice has been issued for that violation, shall be in violation and subject to the penalties established herein.
- (3) Any Operator and/or Commercial Establishment that receives an initial written warning notice may file a request for an exemption pursuant to the procedure in §9 above if the warning is issued within a year of the effective date of this Ordinance.
- (4) After a written warning is issued, and if additional violations occur, an Operator and/or a Commercial Establishment shall, upon conviction in a summary proceeding under the Pennsylvania Rules of Criminal Procedure, be guilty of a non-traffic summary offense and shall be punishable by a fine as set forth below, plus court costs and reasonable attorneys' fees incurred by the Township through enforcement proceedings. The fines for violations of this Chapter shall be as follows:
  - (a) \$50.00 for a first offense occurring within twelve months of the written warning;
  - (b) \$100.00 for a second offense occurring within twelve months of the first offense;and

(c) **\$200.00** for a third offense occurring within twelve months of the second offense, and for each subsequent offense occurring within twelve months of the immediately prior offense.

- (5) For the purposes of enforcement under this Chapter, a separate offense shall occur each day an Operator and/or Commercial Establishment is violating a requirement of this Chapter. In addition, penalties may be imposed against both, or either, the Operator and/or the Commercial Establishment for the same violation of this Chapter.
- (6) In addition to or in lieu of the penalties set forth in this Chapter, Montgomery Township may seek additional legal, injunctive, or other equitable relief to enforce this Chapter.
- (7) The penalty provisions of this Chapter shall not limit the ability of the Township to enforce other Township ordinances and to utilize the penalties, remedies and procedures provided under such other Township ordinances and/or Federal or Commonwealth laws.

**SECTION II. Severability.** The terms, conditions and provisions of this Ordinance are hereby declared to be severable, and, should any portion, part, or provision of this Ordinance be found by a court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, the Montgomery Township Board of Supervisors hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Ordinance, and the remainder of the Ordinance shall remain in force.

**SECTION III. Repealer.** Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of this Ordinance are hereby repealed to the extent of such irreconcilable conflict.

**SECTION IV. Effective Date.** This Ordinance shall become effective upon enactment as provided by law, with enforcement of this Ordinance to occur on the specific date(s) set forth in Section I above.

**SECTION V. Failure to Enforce Not a Waiver.** The failure of Montgomery Township to enforce or delay enforcement of any provision of this Ordinance shall not constitute a waiver by Montgomery Township of its rights to future enforcement hereunder.

**ORDAINED AND ENACTED** by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Carolyn McCreary, Township Secretary

By: \_\_\_\_\_  
Candyce Chimera, Chair  
Montgomery Township Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #19

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SUBJECT:	Adoption of Resolution Supporting Grant Application to DCED
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Annette M. Long
INITIATED BY:	Carolyn McCreary, Township Manager

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**BACKGROUND:**

The current round of funding for the Multimodal Transportation Fund grant program closed on July 31, 2023. The Township made an application to the program and included a match to improve our opportunity in this competitive environment. A resolution must be adopted by the Board of Supervisors and submitted as an exhibit.

The project would involve installing a sidewalk on Stump Road beginning across from the Village Shopping Center to ultimately connect to the Community and Recreation Center. We are also proposing to install a rectangular rapid flashing beacon (RRFB). Chief Bendig and Damon Drummond, the Township's traffic engineer evaluated the site to ensure the installation of the RRFB would meet PennDOT standards.

At the July 10, 2023, public meeting the Board of Supervisors gave their consensus to apply to DCED for a grant for this project.

**BUDGET IMPACT:**

Our proposed match of \$100,000 would come from the Township's capital reserves. If a grant is not awarded then the entire cost would come from the capital reserves.

**MOTION/RESOLUTION:**

**Motion** to adopt Resolution No. 2023-13 supporting the grant application to the DCED Multimodal Transportation Fund Program for the installation of sidewalk and Rectangular Rapid Flashing Beacons and pedestrian improvements along Stump Road.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for vote.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTGOMERY  
TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA TO AUTHORIZE THE  
SUBMISSION OF A GRANT APPLICATION FOR THE 2023 ROUND OF THE  
DCED'S MULTIMODAL TRANSPORTATION FUND (MTF) PROGRAM**

**RESOLUTION 2023-13**

Be it RESOLVED, that Montgomery Township of Montgomery County hereby requests a Multimodal Transportation Fund grant of \$210,987 from the Commonwealth Financing Authority to be used for the installation of a Rectangular Rapid Flashing Beacon (RRFB) along Stump Road at the Village Shopping Center. Improvements include the installation of the RRFB at the existing mid-block crossing of Stump Road as well as the extension of the sidewalk on the southeast side of Stump Road from the project location north to connect with the Township's Community and Recreation Center.

Be it FURTHER RESOLVED that the Applicant does hereby designate Carolyn McCreary, Township Manager, as the official to execute all documents and agreements between Montgomery Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Carolyn McCreary, duly qualified Secretary of Montgomery Township, Montgomery County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Montgomery Township Board of Supervisors at a regular meeting held August 14, 2023, and said Resolution has been recorded in the Minutes of Montgomery Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Montgomery Township, this 14<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Candyce Fluehr Chimera, Chairwoman

\_\_\_\_\_  
Annette M. Long, Vice-Chairwoman

\_\_\_\_\_  
Tanya C. Bamford, Member

\_\_\_\_\_  
Beth A. Staab, Member

\_\_\_\_\_  
Audrey R. Ware, Member

\_\_\_\_\_  
Attest: Carolyn McCreary, Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #20

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SUBJECT:	Grant Application to the Montgomery County Transportation Program
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Annette M. Long
INITIATED BY:	Carolyn McCreary, Township Manager

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**BACKGROUND:**

The new round for applications to the Montgomery County Transportation Program was open with applications due by July 28, 2023. The CTP uses revenues from the \$5.00 County vehicle registration fee to expand the reach of transportation investment and achieve the goals for the County's comprehensive plan.

As part of the Township's continuing efforts to promote walkability, the staff has identified a gap along Stump Road and is seeking the Board's consensus to include this in our Capital Investment Plan.

The project would involve installing a sidewalk on Stump Road beginning across from the Village Shopping Center to ultimately connect to the Community and Recreation Center. We are also proposing to install a rectangular rapid flashing beacon (RRFB). Chief Bendig and Damon Drummond, the Township's traffic engineer evaluated the site to ensure the installation of the RRFB would meet PennDOT standards.

At the July 10, 2023, public meeting the Board of Supervisors gave their consensus to apply to the County for a grant for this project. The application has been submitted and a resolution needs to be adopted formally supporting it.

**BUDGET IMPACT:**

The estimated cost of the project is \$313,128 with our proposed match of \$100,000 coming from the Township's capital reserves.

**MOTION/RESOLUTION:**

**Motion** to adopt Resolution No. 2023-14 supporting the grant application to the Montgomery County Transportation Program for the installation of sidewalk and Rectangular Rapid Flashing Beacons and pedestrian improvements along Stump Road.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for vote.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTGOMERY  
TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA TO AUTHORIZE THE  
SUBMISSION OF A GRANT APPLICATION FOR THE 2023 ROUND OF THE  
MONTGOMERY COUNTY TRANSPORTATION PROGRAM (CTP)**

**RESOLUTION 2023-14**

**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**, Montgomery Township wishes to obtain \$213,128 from the 2023 County Transportation Program to match the local funding commitment for the Stump Road Rectangular Rapid Flashing Beacon (RRFB) installation; and

**WHEREAS**, Montgomery Township commits to providing \$100,000 in matching funds from the Township's general funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Montgomery Township Board of Supervisors does hereby support this project in order to provide safe and equitable access for pedestrians utilizing the Township's amenities.

**RESOLVED** at the duly convened meeting of the Board of Supervisors of Montgomery Township conducted on this 14<sup>th</sup> day of August 2023.

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Candyce Fluehr Chimera, Chairwoman

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Annette M. Long, Vice-Chairwoman

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Tanya C. Bamford, Member

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Beth A. Staab, Member

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Audrey R. Ware, Member

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Attest: Carolyn McCreary, Secretary



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #21

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SUBJECT: Appointment of Voting Delegate for Pennsylvania Municipal League  
MEETING DATE: August 14, 2023  
BOARD LIAISON: Candyce Fluehr Chimera  
INITIATED BY: Carolyn McCreary, Township Manager

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**BACKGROUND:**

Per its bylaws, as a member of the Pennsylvania Municipal League, the Township is entitled to appoint a voting delegate and alternate to serve at the annual resolutions committee and annual business meetings.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors appoint the Township Manager as the voting delegate and the Chairwoman as the alternate delegate.

**MOTION/RESOLUTION:**

**Motion** to appoint the Township Manager and Board of Supervisors Chairwoman as the voting delegate and alternate delegate, respectively.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #22

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**SUBJECT:** Award Bid for Leaf and Yard Waste Collection and Disposal  
**MEETING DATE:** August 14, 2023  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chair  
**INITIATED BY:** Carolyn McCreary, Township Manager

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**BACKGROUND:**

A condition of eligibility for funding under DEP's 904 Recycling Performance Grant Program is that the Township provides a separate collection of Leaf and Yard Waste with disposal at a composting facility. The regulations specifically require that the Township provide for a curbside pick-up of bagged leaf and yard waste at least twice per year in the spring and fall and provide for a drop-off and disposal of leaf and yard waste at least once per month.

Staff received and opened bids on August 9, 2023. One bid was received from Solid Waste Services, Inc. d/b/a J.P. Mascaro & Sons. The bid specifications authorize the Board to award either a one, two, or three-year contract or reject any and all bids.

J.P. Mascaro's bid totals per year are as follows:

One-Year Contract:	\$35,400.00	Cost for Extra Container:	\$800 each
Two-Year Contract:	\$36,780.00 per/yr.	Cost for Extra Container:	\$825 each
Three-Year Contract:	\$38,292.00 per/yr.	Cost for Extra Container:	\$850 each

The total for a two-year contract is \$73,560 and for a three-year contract is \$114,876.00

The previous three-year contract total was \$69,825.

**RECOMMENDATION:**

Award the bid for Residential Leaf and Yard Waste Collection and Disposal to Solid Waste Services, Inc. d/b/a J.P. Mascaro & Sons.

**MOTION/RESOLUTION:**

**Motion** to award the bid for Residential Leaf and Yard Waste Collection and Disposal to Solid Waste Services, Inc. d/b/a J.P. Mascaro & Sons, for a \_\_\_\_\_-year contract in the amount of \$\_\_\_\_\_, beginning on November 1, 2023 and ending on October 31, 20\_\_\_\_.

- 1) Motion by:\_\_\_\_\_ Second by:\_\_\_\_\_
- 2) Chairwoman will call for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #23

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SUBJECT: Authorization to Allocate ARPA Funds to Capital Reserves Fund  
MEETING DATE: August 14, 2023  
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman  
INITIATED BY: Brian Shapiro, Director of Finance

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**BACKGROUND:**

In 2021 and 2022, the Township received \$2,742,894.57 in ARPA (American Rescue Plan Act) monies. The initial guidelines from Treasury were that these monies could be used for the following purposes: 1) Replace lost public sector revenue, 2) Respond to the far-reaching public health and negative economic impacts of the pandemic, and 3) Invest in water, sewer, and broadband infrastructure. At that time, the Township identified various storm sewer projects that these monies could fund.

In 2022 Treasury released a Final Rule regarding how municipalities, who received \$10 million or less in ARPA funding, can utilize the replacement of lost public sector revenue provision. The Final Rule allows recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount for government services. In the 2021 and 2022 reporting filings, the Township preserved its right to choose this provision, as the stormwater projects had yet to commence.

ARPA monies need to be spent by December 31, 2024, or Treasury will reclaim the money. As the Township starts the various stormwater projects, the Township would like to transfer these monies into the Capital Fund and finalize the ARPA documentation as a one-time standard amount allowance of revenue loss.

**BUDGET IMPACT:**

None

**RECOMMENDATION:**

It is the staff's recommendation that the Board of Supervisors approve the transfer of ARPA funds to the Capital Reserve Fund and designate \$2,742,894.57 for stormwater purposes.

**MOTION/RESOLUTION:**

**Motion** to transfer ARPA funds to the Capital Reserve Fund and designate \$2,742,894.57 for stormwater purposes.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #24

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SUBJECT:	Ratification of Real Estate Tax Appeal Settlement – 277 DeKalb Pike
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Brian Shapiro, Director of Finance

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**BACKGROUND:**

Property owners of parcel# 46-00-00709-01-8 with an address of 277 DeKalb Pike, owned by Welsh Road Retail, LP, the property is improved with a Rite Aid, filed an assessment appeal in 2020. The assessed value of the property is \$2,262,000.00. Based upon the applicable Common Level Ratio, the implied market value for the property is \$5,712,121.00 for the tax year 2023.

The proposed settlement negotiated between the School District and the Taxpayer is a fair market value of \$4,435,884.00 for Tax Year 2021. Applying the applicable Common Level Ratio, the assessed value would become \$2,080,430.00, resulting in a decrease of the assessed value of \$181,570.00 for 2021. For Tax Year 2022 the fair market value would become 4,667,516.00. Applying the applicable Common Level Ratio, the assessed value would become \$2,086,380.00, resulting in a decrease of the assessed value of \$175,620.00 for 2022. The fair market value and assessed value would remain unchanged for 2023.

**BUDGET IMPACT:**

Based on the proposed settlement, the Township would issue a refund of \$707.83 (\$270.54 for tax year 2021 and \$437.29 for tax year 2022).

**RECOMMENDATION:**

The Solicitor's office has reviewed the proposed settlement and recommends that the Board of Supervisors approve the settlement.

**MOTION/RESOLUTION:**

**Motion** to approve the stipulated settlement for 277 DeKalb Pike, TMP# 46-00-00709-01-8, and authorize the Township Solicitor to execute the document on behalf of the Township.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.

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## MONTGOMERY COUNTY COURT OF COMMON PLEAS

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WELSH ROAD RETAIL, LP

vs.

MONTGOMERY COUNTY BOARD  
OF ASSESSMENT APPEALS

Docket No. 2020-19175

Assessment Appeal

Property Location: 277 DeKalb Pike

Tax Parcel No.: 46-00-00709-01-8

### ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted, adopted and incorporated herein, as terms and conditions of a binding Court Order.

IT IS FURTHER Ordered and Decreed that the Montgomery County Board of Assessment Appeals shall make the appropriate decreases in assessments as agreed to in the attached Stipulation to Settle, that the Taxing Authorities shall remit payments described in the attached Stipulation to Settle, and that the Prothonotary shall mark the above-captioned action "Settled, Discontinued and Ended."

BY THE COURT:

\_\_\_\_\_  
J.

Copies of the above Order mailed on \_\_\_\_\_ to:  
Alexander M. Glassman, Esquire  
Samantha Magee, Esquire  
Brian O. Phillips, Esquire  
James Gallagher, Esquire  
Henry LaCap, Esquire  
Court Administration – Civil

\_\_\_\_\_  
Judicial Secretary

{01604080;v1}

RUDOLPH CLARKE, LLC  
BY: Alexander M. Glassman, Esquire  
Attorney I.D. No. 314530  
7 Neshaminy Interplex, Suite 200  
Trevose, PA 19053  
215.633.1890  
aglassman@rudolphclarke.com

Attorney for Intervenors,  
North Penn School District

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PA  
CIVIL ACTION - LAW

WELSH ROAD RETAIL, LP	:	NO. 2020-19175
	:	
VS.	:	REAL ESTATE
	:	ASSESSMENT APPEAL
	:	
MONTGOMERY COUNTY BOARD OF	:	
ASSESSMENT APPEALS	:	PARCEL NO. 46-00-00709-01-8

**SETTLEMENT STIPULATION**

**Parties**

1. Appellant is the Property Owner, Welsh Road Retail, LP.
2. Appellee is the Montgomery County Board of Assessment Appeals.
3. Intervenors are the North Penn School District, Montgomery County and Montgomery Township.

**Property**

4. The Property, which consists of approximately 49,455 square feet is located on 277 DeKalb Pike, within Montgomery County, and is further identified as Tax Parcel No. 46-00-00709-01-8 ("Property").
5. The Property's current assessment is \$2,262,000.

**Appeal**

6. In 2020, the Property Owner filed an assessment appeal with the Board of Assessment Appeals challenging the Property's amount of \$2,262,000 for the taxable year beginning January 1, 2021
7. On October 23, 2020, after conducting a hearing on the Appeal, the Board issued a "Notice of No Change in Assessment" determination.

8. On November 9, 2020, Property Owner appealed to this Court from the Board's determination seeking a reduction of the assessment.

**Settlement Terms**

9. Based upon the risks and costs of litigation, the parties have decided it is in their best interests to settle this matter based upon the terms and conditions set forth in this Stipulation.
10. Accordingly, the parties, intending to be legally bound, and to bind their respective clients, agree to the following settlement terms:

**2021 Assessment:** Effective January 1, 2021 for County and Township tax years and July 1, 2021 for the School District tax year, the assessment on the Property shall be **decreased** from its assessment of \$2,262,000 to \$2,080,430. Applying the County's 2021 common level ratio of .469 this assessment results in an indicated market value of \$4,435,884.

**2022 Assessment:** Effective January 1, 2022 for County and Township tax years and July 1, 2022 for the School District tax year, the assessment on the Property shall be **decreased** from its assessment of \$2,262,000 to \$2,086,380. Applying the County's 2022 common level ratio of .447 this assessment results in an indicated market value of \$4,667,516.

**2023 Assessment:** Effective January 1, 2023 for County and Township tax years and July 1, 2023 for the School District tax year, the assessment on the Property shall remain unchanged from its assessment of 2,262,000. Applying the County's 2023 common level ratio of .396 this assessment results in an indicated market value of \$5,712,121.

11. The Property's assessment shall remain at 2,262,000 for each subsequent tax year after 2023, and tax bills will be issued in accordance with this assessment, until a change as otherwise permitted by Pennsylvania law has been made. Nothing contained herein shall prohibit, limit or impair the property owner or taxing authorities from filing an interim assessment appeal (as may be applicable) for the tax year 2023 or any year thereafter and all such rights are expressly reserved.
12. Based upon the assessments established in this Stipulation, the taxing authorities owe Property Owners the following overpayment amounts.<sup>1</sup>

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<sup>1</sup> The amount of the refund owed to Property Owner will be adjusted depending upon whether the taxes were paid within the discount, face, or penalty period for the tax year(s) at issue.

**NORTH PENN SCHOOL DISTRICT**

<b>Tax Year</b>	<b>Old Assessment</b>	<b>New Assessment</b>	<b>Decrease</b>	<b>Millage Rate</b>	<b>Refund</b>
2021	2,262,000	2,080,430	181,570	.0275369	\$4,999.87
2022	2,262,000	2,086,380	175,620	.0284712	\$5,000.11
				<b>Total</b>	<b>\$9,999.98</b>

**MONTGOMERY COUNTY**

<b>Tax Year</b>	<b>Old Assessment</b>	<b>New Assessment</b>	<b>Decrease</b>	<b>Millage Rate</b>	<b>Refund</b>
2021	2,262,000	2,080,430	181,570	.003632	\$659.46
2022	2,262,000	2,086,380	175,620	.003923	\$688.96
				<b>Total</b>	<b>\$1,348.42</b>

**MONTGOMERY COUNTY COMMUNITY COLLEGE (MCCC)**

<b>Tax Year</b>	<b>Old Assessment</b>	<b>New Assessment</b>	<b>Decrease</b>	<b>Millage Rate</b>	<b>Refund</b>
2021	2,262,000	2,080,430	181,570	.00039	\$70.88
2022	2,262,000	2,086,380	175,620	.00039	\$68.49
				<b>Total</b>	<b>\$139.37</b>

**MONTGOMERY TOWNSHIP**

<b>Tax Year</b>	<b>Old Assessment</b>	<b>New Assessment</b>	<b>Decrease</b>	<b>Millage Rate</b>	<b>Refund</b>
2021	2,262,000	2,080,430	181,570	.00149	\$270.54
2022	2,262,000	2,086,380	175,620	.00249	\$437.29
				<b>Total</b>	<b>\$707.83</b>

13. These calculations are subject to verification by the tax collector and/or treasurers of each taxing authority.
14. The parties agree that the Taxing Authorities will remit all lump sum payments set forth in Paragraph 12, directly to the Taxpayer within 30 days of an entered Order of Settlement; the Taxing Authorities shall forward these payments made payable to the "Law Office of Henry Lacap" as attorney for the Taxpayer at the following addresses:



**LAW OFFICE OF HENRY LACAP**  
50 Tice Blvd., Suite 340  
Woodcliff Lake, NJ 07677

15. This Stipulation contains the statement of each and every term and provision agreed to by all parties. No other promises, representations or other inducements, oral or written, have been made to any of the other parties in exchange for this Stipulation.
16. The attorneys entering into this Stipulation represent that they and their clients have full authority to enter into this Stipulation and they have been authorized by their clients to enter into this Stipulation.
17. This Stipulation may be executed in one or more counterparts and by facsimile or electronic mail, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.
18. Each party shall bear its own costs as incurred.
19. This Stipulation shall be binding upon, and inures to the benefit of the undersigned, their clients, successors, grantees, heirs and assigns.

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[Signatures on Next Page]

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #25

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SUBJECT:	Ratification of Real Estate Tax Appeal Settlement – 1110 Bethlehem Pike
MEETING DATE:	August 14, 2023
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Brian Shapiro, Director of Finance

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**BACKGROUND:**

Property owners of parcel# 46-00-00262-00-7 with an address of 1110 Bethlehem Pike, owned by Evans G K Enterprises LP, the property is improved with a hotel, filed an assessment appeal in 2022. The assessed value of the property is \$6,457,320.00. Based upon the applicable Common Level Ratio, the implied market value for the property is \$16,306,363.64 for the tax year 2023.

The proposed settlement negotiated between the School District and the Taxpayer is a fair market value of \$11,250,000.00 for Tax Year 2022. Applying the applicable Common Level Ratio, the assessed value would become \$5,028,750.00, resulting in a decrease of the assessed value of \$1,428,570.00 for 2022. For Tax Year 2023 the fair market value would become \$12,000,000.00. Applying the applicable Common Level Ratio, the assessed value would become \$4,752,000.00, resulting in a decrease of the assessed value of \$1,705,320.00 for 2023. For Tax Year 2024 the fair market value would become \$12,000,000.00. Applying the applicable Common Level Ratio, the assessed value would become \$4,260,000.00, resulting in a decrease of the assessed value of \$2,197,320.00 for 2024.

**BUDGET IMPACT:**

Based on the proposed settlement, the Township would issue a refund of \$7,803.39 (\$3,557.14 for tax year 2022 and \$4,246.25 for tax year 2023).

**RECOMMENDATION:**

The Solicitor's office has reviewed the proposed settlement and recommends that the Board of Supervisors approve the settlement.

**MOTION/RESOLUTION:**

**Motion** to approve the stipulated settlement for 1110 Bethlehem Pike, TMP# 46-00-00262-00-7, and authorize the Township Solicitor to execute the document on behalf of the Township.

- 1) Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_
- 2) Chairwoman will ask for public comment.
- 3) Chairwoman will call for a vote.