

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
JANUARY 27, 2020

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Tanya C. Bamford
Candyce Fluehr Chimera
Annette M. Long
Matthew W. Quigg
Beth A. Staab

Carolyn McCreary
Township Manager

ACTION MEETING – 7:00 P M

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of January 6, 2020 Meeting
6. Consider Appointment of Township Finance Director and Treasurer
7. Consider Promotion of Police Dispatcher
8. Introduction of New Police Department Employee
9. Consider Authorization to Advertise for Bids for the 2020 Curb & Sidewalk Project
10. Consider Authorization to Advertise for Bids for the 2020 In-Place Paving Project
11. Consider Authorization to Advertise for Bids for the Windlestrae Rose Twig Street Hockey Court Reconstruction Project
12. Consider Construction Escrow Release #2 – Meadows at Parkview – Toll Bros. – LDS 679
13. Consider Modifying the Conditions of Approval for LDS 435 – Detwiler Minor Subdivision and Lot Consolidation
14. Consider Appointment of Delegates to the Wissahickon Clean Water Partnership Management Committee
15. Consider Authorization to Execute Resolution Extending Participation in Wissahickon Clean Water Partnership Inter-Governmental Agreement
16. Consider Authorization to Execute Addendum to Township Facility Trash and Recyclable Material Collection and Disposal Contract
17. Consider Reappointment of Open Space Committee
18. Consider Approval of Landscape Architect Proposal – Montgomery Preserve
19. Consider Verizon Pole Attachment Agreement
20. Consider Appointment of Township Trustees for the Delaware Valley Insurance Trusts
21. Consider Appointment of Delegates – Montgomery County Tax Collection Committee
22. Consider Various Committee Appointments
23. Consider Authorization for Request for Qualifications – Traffic Engineer

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- 24. Consider Authorization for Request for Qualifications – Township Solicitor
- 25. Consider Acceptance of Request for Benefits
- 26. Consider Resolution Authorizing Bank Signatories
- 27. Consider Payment of Bills
- 28. Other Business
- 29. Adjournment

Future Public Hearings/Meetings:

01-28-2020 @ 7:00pm – Environmental Advisory Committee
02-05-2020 @ 7:30pm – Zoning Hearing Board
02-10-2020 @ 7:00pm – Board of Supervisors

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

SUBJECT: Public Comment

MEETING DATE: January 27, 2020

ITEM NUMBER: # 3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary,
Township Manager

BOARD LIAISON: Tanya C. Bamford,
Chairman, Board of Supervisors

BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: January 27, 2020

ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary,
 Township Manager

BOARD LIAISON: Tanya C. Bamford,
 Chairman, Board of Supervisors

BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for January 6, 2020

MEETING DATE: January 27, 2020

ITEM NUMBER: # 5.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary,
Township Manager

BOARD LIAISON: Tanya C. Bamford,
Chairman, Board of Supervisors

BACKGROUND:

Please contact Deb Rivas on Monday, January 27, 2020 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

I move that we approve the minutes as submitted.

DISTRIBUTION: Board of Supervisors, Township Manager

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
JANUARY 6, 2020**

At 6:15 p.m., Supervisor Candyce Fluehr Chimera called to order the Executive Session at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville PA. In attendance were Supervisors Tanya C. Bamford and Matthew W. Quigg, as well as Supervisors-Elect Annette M. Long and Beth A. Staab. Also in attendance was Acting Township Manager Carolyn McCreary, and Township Solicitor Robert J. Iannozzi, Esquire.

Temporary Chairman Candyce Fluehr Chimera called the re-organization meeting to order at 6:45 p.m. In attendance were Supervisors Tanya C. Bamford and Matthew W. Quigg as well as Supervisors-Elect Annette M. Long and Beth A. Staab. Also in attendance were Township Solicitor Robert J. Iannozzi, Esquire, Acting Township Manager Carolyn McCreary, Police Chief Scott Bendig, Director of Administration and Human Resources Ann Shade, Assistant to the Township Manager Stacy Crandell, Director of Planning and Zoning Bruce Shoupe, Director of Public Works Kevin Costello, Director of Recreation and Community Center Floyd Shaffer, Public Information Coordinator Kelsey Whalen, Recording Secretary Deborah A. Rivas and Director of Information Technology Richard Grier.

The Honorable Wendy G. Rothstein, Judge of the Court of Common Pleas of Montgomery County PA, administered the Oath of Office to the newly elected Township Supervisor Annette M. Long. The Honorable Suzan Leonard, District Court Judge, administered the Oath of Office to the newly elected Township officials: Beth A. Staab as Township Supervisor, Alan M. Malachowski as Township Auditor and Beverly Dodds as Township Auditor.

Following the Pledge of Allegiance, Temporary Chairman Candyce Fluehr Chimera called for public comment from the audience and there was none.

Solicitor Robert J. Iannozzi, Esquire announced that the Board had met in an executive session prior to this meeting at 6:15 p.m. The Board discussed personnel matters concerning appointment and an update on the fire union negotiations. Mr. Iannozzi stated that these

matters are all legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Supervisor Candyce Fluehr Chimera nominated Tanya C. Bamford to be the Chairman for 2020; Supervisor Matthew W. Quigg seconded the motion. By Resolution #1, made by Supervisor Candyce Fluehr Chimera and seconded by Supervisor Matthew W. Quigg, Tanya C. Bamford was elected unanimously to serve as the Chairman of the Board of Supervisors for 2020. Chairman Bamford thanked her family and friends for their support and acknowledged several historic moments in Township history.

Supervisor Candyce Fluehr Chimera nominated Matthew W. Quigg to be the Vice Chairman for 2020; Chairman Tanya C. Bamford seconded the motion. By Resolution #2 made by Supervisor Candyce Fluehr Chimera and seconded by Chairman Tanya C. Bamford, Matthew W. Quigg was unanimously elected to serve as Vice Chairman of the Board of Supervisors for 2020.

Supervisor Candyce Fluehr Chimera made a motion to appoint Carolyn McCreary to the position of Township Manager of Montgomery Township. Chairman Tanya C. Bamford seconded the motion. Supervisor Candyce Fluehr Chimera reported that during the process of hiring the new Township Manager, the Board selected Carolyn McCreary unanimously. Resolution #3 made by Supervisor Candyce Fluehr Chimera, seconded by Chairman Tanya C. Bamford and adopted unanimously, appointed Carolyn McCreary to the position of Township Manager and Secretary of Montgomery Township.

Resolution #4 made by Vice Chairman Matthew W. Quigg, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the execution of the Township Manager's Memorandum of Agreement effective for the period of January 1, 2020 through December 31, 2021.

Resolution #5, made by Supervisor Candyce Fluehr Chimera, seconded by Vice Chairman Matthew W. Quigg and adopted unanimously re-appointed committee volunteers with

expiring terms of January 1, 2019 to new terms in accordance with the bylaws of their respective committees and boards.

Resolution #6, made by Chairman Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, established the official holidays that Montgomery Township offices would be closed in the year 2020.

Resolution #7, made by made by Chairman Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, established the meeting dates for the Board of Supervisors for the year 2020.

Resolution #8, made by Supervisor Candyce Fluehr Chimera, seconded by Vice Chairman Matthew W. Quigg and adopted unanimously, set the Treasurer's Bond at \$2,500,000.

Resolution #9, made by Chairman Tanya C. Bamford, seconded by Supervisor Annette M. Long and adopted unanimously, named the depositories for the Township to be Uninvest Bank and Trust Company, Morgan Stanley as custodian for the investments of the Police Pension Fund, and ICMA-RC as the custodian for Montgomery Township Police Pension Funds in the Deferred Retirement Option Program (DROP).

Resolution #10, made by Chairman Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, appointed the Township Officials and Consultants for the year 2020.

Resolution #11, made by Supervisor Candyce Fluehr Chimera, seconded by Vice Chairman Matthew W. Quigg and adopted unanimously, certified Supervisor Beth A. Staab as the voting delegate to the Pennsylvania State Association of Township Supervisors conference for 2020.

Resolution #12, made by Chairman Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, established the Board liaisons to the various Township Volunteer Committees and Boards.

Resolution #13, made by Chairman Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the list of authorized drivers of Township-owned vehicles for commuting purposes for 2020.

Resolution #14, made by Supervisor Candyce Fluehr Chimera, seconded by Vice Chairman Matthew W. Quigg and adopted unanimously, re-appointed the following Fire Police to serve Montgomery Township in 2020: William Adams, William Tuttle, Lee Morano, Maryanne Mogensen, Greg Fitzgerald, Joel Silver, Robert Gruber, Mitchell Barrer and Gary Davis.

Resolution #15, made by Chairman Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, adopted the 2020 Fee Schedule including building and related permits, zoning permits, subdivision applications, highway occupancy permits, per diem rates, fees and hourly charges for the Township Engineer, Traffic and Street Light Engineer, Landscape Architect, Township Solicitor, Zoning Hearing Board Solicitor, Planning Consultant, Special Legal Counsel, Labor Counsel, Building Inspector, Business Tax Auditor and Court Reporter, as detailed in the Fee Schedule.

At the conclusion of the Reorganization meeting, Chairman Tanya C. Bamford administered the Oath of Office for Township Manager and Secretary to Carolyn McCreary.

Chairman Tanya C. Bamford called to order the action meeting at 7:25 p.m.

Supervisor Candyce Fluehr Chimera made a motion to approve the minutes of the December 16, 2019 Board of Supervisors meeting and Vice Chairman Matthew W. Quigg seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Township Manager Carolyn McCreary reported that the Township continues to complete the public improvements in the residential developments built by David Cutler. The Township's involvement results from the developer's bankruptcy and subsequent claims made by the Township through its Solicitor on the letters of credit and performance bonds for the projects. The Township has met with the various Homeowner's Associations to discuss the landscaping requirements and to work with them to facilitate the completion of the landscaping plans with

HOA input. Resolution #16 made by Chairman Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized Boucher & James to proceed with the preparation and advertisement of bid documents, bid management and construction management relating to completion of the landscaping requirements in the Montgomery Pointe and Montgomery Walk residential developments.

Director of Planning and Zoning Bruce Shoupe reported that an application has been received from Redner's Markets, Inc., seeking Conditional Use approval to allow Redner's Markets at 1200 Welsh Road to have a "gasoline filling station" in the S-Shopping Center District. Resolution #17 made by Chairman Tanya C. Bamford, seconded by Vice Chairman Matthew W. Quigg and adopted unanimously, set Monday, February 24, 2020, after 7:00 p.m., in the Township Building as the date, time and place for a Public Hearing to consider this Conditional Use application.

Director of Planning and Zoning Bruce Shoupe reported that the Township has received a request from Mary Mother of the Redeemer Catholic Church (MMR) to waive the building permit fee for the modifications to the Church library to create a new STREAM Innovation Lab (Science, Technology, Robotics, Engineering, Arts and Math). In the past, it has been the policy of the Board of Supervisors to waive nominal value permit fees for non-profit and religious organizations. Resolution #18 made by Vice Chairman Matthew W. Quigg, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the request of MMR to waive the \$2,579.50 permit fee.

Director of Planning and Zoning Bruce Shoupe reported that the Township has received a request from the American-Korean Alliance to waive the permit fee for a temporary sign for the Korean War Memorial – American-Korean Alliance Peace Park at Memorial Grove. Resolution #19 made by Supervisor Candyce Fluehr Chimera, seconded by Vice Chairman Matthew W. Quigg and adopted by a unanimous vote of 4 to 0, approved the waiver request for the temporary sign permit. Supervisor Annette M. Long abstained from the vote because she

has been involved with this project for the past three years and her husband's construction company is providing the work for the project.

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

Under other business, Director of Planning and Zoning Bruce Shoupe reported that the applicant, Costco, proposes to lease an additional seven acres abutting their existing site for a proposed gasoline filling station. The filling station would include the installation of nine (9) double-sided gas pumps servicing 18 vehicles in the southeast corner of the new lease area. The applicant is seeking an amendment to the Zoning Code to allow this use in the ECPOD Overlay District, permitted by Conditional Use for warehouse club or wholesale club where gasoline filling station is only open to members, not to the general public. Mr. Shoupe inquired of the Board of Supervisors if they were favorable to having the staff review the proposal in greater detail and to provide additional comments for the Board to review. The Board was unanimous and had no objections to a staff review.

There being no further business to come before the Board, the meeting adjourned at 7:45 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announce Appointment of Director of Finance-Treasurer

MEETING DATE: January 27, 2020

ITEM NUMBER: #6.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary
Township Manager

BOARD LIAISON: Tanya Bamford
Chairman

BACKGROUND:

After interviewing of multiple candidates and in depth background/reference examinations, Montgomery Township is pleased to announce that Brian Shapiro is recommended for consideration for appointment as Director of Finance-Treasurer for the Township effective January 27, 2020.

Brian comes to us most recently from Chalfont Borough where he worked as the Borough Manager. Brian has over 18 years of municipal government experience, including ten years of experience working as a Finance Director in Middletown Township, Lansdale Borough, and Northampton Township.

Brian holds a Bachelor of Science in Accounting from Penn State University and a Master of Public Administration from Villanova University. His strong financial, accounting and supervisory skills have prepared him well for his responsibilities at Montgomery Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The salary for this position has been approved in the 2020 budget at \$105,000 per year.

RECOMMENDATION:

Consider the approval of the appointment of Brian Shapiro to the position of Director of Finance-Treasurer, effective January 27, 2020, and welcome him to Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the appointment of Brian Shapiro to the position of Director of Finance-Treasurer, effective January 27, 2020, and welcome him to Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor, A. Shade.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Acknowledge Police Department Promotion – Adrianna Ciliberto

MEETING DATE: January 27, 2020 ITEM NUMBER: # 7.

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: J. Scott Bendig BOARD LIAISON: Tanya C. Bamford
Chief of Police Chairman, Board of Supervisors

BACKGROUND:

This evening we would like to recognize the promotion of Adrianna Ciliberto to the position of Communications Specialist Supervisor, effective January 6, 2020. This supervisory position was recently vacated with the recent retirement of Jo Marie Pearson in 2019.

Adrianna began her employment with the township as a police communications specialist on June 22, 2015. Adrianna is a graduate of Temple University, earning a Bachelor of Arts degree in Criminal Justice with a minor in Psychology. Adrianna is also a graduate of the Penn State University Public Entity Leadership Program. Adrianna is currently pursuing her Master of Science degree in Criminal Justice from the University of Cincinnati.

Adrianna will be responsible for supervising all the daily job functions of the Communication Specialists assigned to the Police Department's Communication Center.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT:

Funding to fill this vacated position is included in the 2020 Approved Budget.

RECOMMENDATION:

Recognize the promotion of Adrianna Ciliberto to the position of Communications Specialist Supervisor.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the promotion of Adrianna Ciliberto to the position of Communications Specialist Supervisor, effective January 6, 2020.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

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

SUBJECT: Welcome New Police Department Employee - Dominick Ioele

MEETING DATE: January 27, 2020

ITEM NUMBER: #8.

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: J. Scott Bendig
Chief of Police

BOARD LIAISON: Tanya C. Bamford
Chairman, Board of Supervisors

BACKGROUND:

This evening we would like to welcome and introduce new employee Dominick Ioele to Montgomery Township as a police communications specialist.

Dominick began his employment on January 6, 2020, and comes to the township with an emergency services background. Mr. Ioele most recently served as a public safety communicator with both the Abington and Cheltenham Township Police Departments. Dominick is a 2015 graduate of Rutgers University, where he received his Bachelor of Arts degree in Criminal Justice.

Dominick will be responsible for all operations within the Police Department's Communication Center and clerical duties during his assigned shift.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT:

None. Funding to fill this vacant position is included in the 2020 Approved Budget.

RECOMMENDATION:

Welcome new employee Dominick Ioele to Montgomery Township, effective January 6, 2020.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby welcome new employee Dominick Ioele to Montgomery Township, effective January 6, 2020.

MOTION: _____ **SECOND:** _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candace Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Manager

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise to Bid for the 2020 Curb & Sidewalk Project

MEETING DATE: January 27, 2020

ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Tanya C. Bamford,
Board of Supervisors Chairman

BACKGROUND:

Annually, the Township performs repairs and replacement of certain curbing and sidewalks throughout the Township in anticipation of future resurfacing of the streets. Contractors are being solicited to submit competitive bids for the project. The bids are scheduled to be opened on February 13, 2020 and will be considered for award at the Board of Supervisors Meeting scheduled for Monday, February 24, 2020.

The bid specifications for the 2020 Curb and Sidewalk have been prepared by Gilmore & Associates and a copy of the advertisement and the bid tabulation sheets are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

ALTERNATIVES/OPTIONS:

BUDGET IMPACT:

The 2020 Budget adopted by the Board of Supervisors on December 16, 2019 proposed \$684,620.00 for the Curb and Sidewalk repairs / replacement. Included in this figure is a not to exceed amount of \$40,000.00 for extra concrete repairs and replacement that come up throughout the year and that meet our criteria for replacement.

RECOMMENDATION:

Authorize the Township Manager to advertise for the curb and sidewalk bids.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to advertise for bids for the 2020 Curb and Sidewalk Project. Said bids are to be received on or before February 13, 2020 at 10:15 am and will be opened at that time. Bids will be considered for award on February 24, 2020 during the regular Board of Supervisors Meeting after 7 pm.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 21, 2020

Request for Authorization to Advertise

Project Name: Contract 19-08029: 2020 Curb & Sidewalk Project

Project Description:

The 2020 Curb & Sidewalk project involves the replacement of vertical/depressed concrete curb, ADA/PennDOT compliant curb ramps, concrete sidewalk, reinforced concrete sidewalk, reinforced concrete driveway apron, and concrete testing.

Project Location:

The work to be completed under the 2020 Curb & Sidewalk project is located along the following roadways within Montgomery Township:

- | | | |
|-----------------------|----------------------|----------------------|
| • Broad Acres Road | • Runnymede | • Pauline Circle |
| • Springdale Lane | • Fairview Drive | • Horseshoe Lane |
| • Vilsmeier Road | • Arden Circle | • Steeplechase Drive |
| • Spring Valley Drive | • Brooks Circle | • Chaps Way |
| • Claremont Drive | • Forest Trail Drive | • Colt Circle |

Project Cost:

Based on the scope of work, the total estimated cost of construction for the A-Bid portion of the 2020 Curb & Sidewalk project is approximately \$641,621.20, including contingency. The Township has also budgeted \$40,000.00 for any additional concrete replacement quantities identified and deemed necessary for replacement by the Township Staff.

Project Timeline:

Upon approval of the Request for Authorization to Advertise, it is anticipated that the public bid opening for the 2020 Curb & Sidewalk Project will be held on February 13, 2019 and considered for award at the February 24, 2020 Board of Supervisors meeting.

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

Sealed bids will be received by **Montgomery Township** at their offices, at 1001 Stump Road, Montgomeryville, PA 18936, until 10:15 A.M. prevailing time on **February 13, 2020** at which time and place the bids shall be publicly opened and read aloud for:

Contract 19-08029 – 2020 CURB & SIDEWALK PROJECT

This project involves the replacement of 610 linear feet of vertical/depressed concrete curb, 3,328 square feet of curb ramps, 13,114 square feet of concrete sidewalk, 1,740 square feet of reinforced concrete sidewalk, 4,224 square feet of reinforced concrete driveway apron, and concrete testing along various roads throughout Montgomery Township. **Designs for the curb ramps will not be provided.** Curb ramps are to be field designed by the Contractor during construction.

Bidding Documents may be obtained at the office of **Gilmore and Associates, Inc., Consulting Engineers, 65 E. Butler Avenue, Suite 100, New Britain, PA, 18901**, for a cost of \$50.00 per set or \$35.00 per CD set, plus \$10.00 per set for postage and handling if mailing is requested. Checks should be made payable to Gilmore and Associates, Inc. Amounts paid for bidding documents are non-refundable. Bidding Documents may be examined at the Engineer's office, between the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday.

Each bid shall be submitted in accordance with the Instructions to Bidders and must be accompanied by a Bid Bond or Certified Check for not less than ten percent (10%) of the Bid amount payable to **Montgomery Township** along with an Agreement of Surety certifying that the required Performance and Payment Bonds will be provided to the Bidder. Each bid must be enclosed in a securely sealed opaque envelope and endorsed: **"CONTRACT 19-08029 – 2020 CURB AND SIDEWALK PROJECT"** with the name and address of the Bidder clearly marked on the envelope.

The successful Bidder shall be required to furnish proof of insurance, performance bond for 100% of the amount of the contract, payment bond for 100% of the amount of the contract, and maintenance bond in such form as meets the approval of **Montgomery Township** and having as security thereon such Surety company or companies as are approved by **Montgomery Township**.

This project is subject to applicable provisions of Act 422, Pennsylvania Prevailing Wage Act as amended, the prevailing minimum wage rates issued by the Pennsylvania Department of Labor and Industry and to applicable provisions of Act 127 Pennsylvania Public Works Employment Verification as amended.

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

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

Montgomery Township reserves the right to reject any and all bids for any cause whatsoever, to eliminate any item or items from the contract, and to waive any informality in the bids.

By order of the Owner: Montgomery Township
Dated: January 2020

END OF DOCUMENT



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

CLIENT: Montgomery Township

PROJECT NAME: 2020 Curb & Sidewalk Project

PROJECT NUMBER: 2019-08029

DATE: September 23, 2019

REV: January 20, 2020

| ADDRESS | | CURB LF | CURB @ RAMP LF | CURB RAMP SF | 4" SIDEWALK SF | 6" SIDEWALK SF | 6" DRIVEWAY APRONS SF |
|-----------------------|--|------------|----------------------|-----------------|----------------------|----------------------|-----------------------------|
| Winter Creek | | | | | | | |
| HCR | Broad Acres Road & Richardson Road (2 Ramps) | - | 24 | 256 | - | - | - |
| 110 | Broad Acres Road | - | - | - | 64 | - | - |
| 108 | Broad Acres Road | - | - | - | 32 | - | - |
| 106 | Broad Acres Road | - | - | - | 16 | - | - |
| 104 | Broad Acres Road | - | - | - | 64 | - | - |
| 102 | Broad Acres Road | - | - | - | - | 40 | - |
| 101 | Broad Acres Road | - | - | - | 32 | - | - |
| 103 | Broad Acres Road | - | - | - | - | 64 | - |
| 105 | Broad Acres Road | - | - | - | 32 | - | - |
| 107 | Broad Acres Road | - | - | - | - | 64 | 64 |
| 109 | Broad Acres Road | - | - | - | 16 | 64 | 64 |
| Fox Creek | | | | | | | |
| HCR | Broad Acres Road & Richardson Road (W) (2 Ramps) | - | 40 | 256 | - | - | - |
| 210 | Richardson Road | - | - | - | 224 | - | - |
| 205 | Broad Acres Road | - | - | - | 32 | - | 80 |
| 207 | Broad Acres Road | - | - | - | 64 | - | - |
| 209 | Broad Acres Road | - | - | - | 54 | - | - |
| 211 | Broad Acres Road | - | - | - | 112 | - | - |
| 213 | Broad Acres Road | - | - | - | 80 | - | - |
| 209 | Broad Acres Road | - | - | - | 32 | - | - |
| 207 | Broad Acres Road | - | - | - | 16 | - | - |
| HCR | Broad Acres Road & Richardson Road (E) (2 Ramps) | - | 24 | 256 | - | - | - |
| 232 | Broad Acres Road | - | - | - | 96 | - | - |
| 230 | Broad Acres Road | - | - | - | 64 | 80 | 80 |
| 224 | Broad Acres Road | - | - | - | 32 | - | - |
| 222 | Broad Acres Road | - | - | - | 32 | - | - |
| 218 | Broad Acres Road | - | - | - | 64 | - | - |
| 216 | Broad Acres Road | - | - | - | 96 | - | - |
| 210 | Broad Acres Road | - | - | - | 32 | - | - |
| 208 | Broad Acres Road | - | - | - | 32 | - | - |
| 206 | Broad Acres Road | - | - | - | 80 | - | - |
| 204 | Broad Acres Road | - | - | - | 96 | - | - |
| 206 | Richardson Road on Broad Acres | - | - | - | 112 | - | - |
| Springdale | | | | | | | |
| HCR | Springdale Lane & Richardson Road (2 Ramps) | - | 24 | 256 | - | - | - |
| 105 | Springdale Lane | 10 | - | - | 80 | - | - |
| 111 | Springdale Lane | 30 | - | 256 | 24 | 96 | 96 |
| 113 | Springdale Lane | - | - | - | - | - | 72 |
| 117 | Springdale Lane | - | - | - | 32 | 16 | - |
| 119 | Springdale Lane | - | - | - | - | - | 64 |
| 124 | Springdale Lane | - | - | - | 32 | - | - |
| 122 | Springdale Lane | 28 | - | - | - | 20 | 80 |
| 120 | Springdale Lane | - | - | - | 32 | - | 32 |
| 116 | Springdale Lane | - | - | - | 32 | - | - |
| 114 | Springdale Lane | - | - | - | 32 | - | - |
| 112 | Springdale Lane | - | - | - | 32 | - | - |
| 110 | Springdale Lane | 20 | - | - | - | 80 | 80 |
| 108 | Springdale Lane | - | - | - | 48 | - | - |
| 106 | Springdale Lane | 20 | - | - | - | - | 80 |
| 302 | Richardson Road on Springdale Lane | - | - | - | 112 | - | - |
| Vilsmeier Road | | | | | | | |
| HCR | Vilsmeier Road & Bethlehem Pike (2 Ramps) | - | 40 | 256 | - | - | - |
| | Gas Station | - | - | - | 80 | - | - |

| ADDRESS | CURB LF | CURB @ RAMP LF | CURB RAMP SF | 4" SIDEWALK SF | 6" SIDEWALK SF | 6" DRIVEWAY APRONS SF |
|--|------------|----------------------|-----------------|----------------------|----------------------|-----------------------------|
| Spring Valley Park | | | | | | |
| Spring Valley Drive & Upper State Road | 28 | - | 256 | - | - | - |
| Spring Valley Drive @ Claremont Drive | 15 | - | - | - | - | - |
| Gwynmere - Claremont Drive | | | | | | |
| Claremont Drive @ Township Property | - | - | - | 112 | - | - |
| 138 Claremont Drive | - | - | - | 16 | - | - |
| 136 Claremont Drive | - | - | - | 16 | - | - |
| 134 Claremont Drive | - | - | - | 32 | - | 45 |
| 130 Claremont Drive | - | - | - | 48 | - | - |
| 126 Claremont Drive | - | - | - | 112 | - | - |
| 124 Claremont Drive | - | - | - | 64 | - | - |
| 122 Claremont Drive | - | - | - | 160 | - | - |
| 120 Claremont Drive | - | - | - | 96 | - | - |
| 118 Claremont Drive | - | - | - | 48 | - | - |
| 116 Claremont Drive | - | - | - | 32 | - | - |
| 114 Claremont Drive | - | - | - | 16 | 16 | 100 |
| 112 Claremont Drive | - | - | - | 32 | - | - |
| 110 Claremont Drive | - | - | - | - | 100 | 120 |
| 108 Claremont Drive | - | - | - | 64 | - | - |
| 106 Claremont Drive | - | - | - | 32 | - | 36 |
| 104 Claremont Drive | - | - | - | - | - | 120 |
| 102 Claremont Drive | - | - | - | 32 | - | - |
| 100 Claremont Drive | - | - | - | 80 | 100 | 104 |
| Claremont Drive @ Basin | - | - | - | 112 | - | - |
| 101 Claremont Drive | - | - | - | 32 | 16 | - |
| 103 Claremont Drive | - | - | - | 32 | - | 36 |
| 105 Claremont Drive | - | - | - | - | 100 | 120 |
| 100 Fairview Drive on Claremont Drive | - | - | - | 176 | - | - |
| 109 Claremont Drive | - | - | - | 160 | - | - |
| 111 Claremont Drive | - | - | - | 96 | - | - |
| 113 Claremont Drive | - | - | - | 64 | - | - |
| 115 Claremont Drive | - | - | - | 112 | - | - |
| 117 Claremont Drive | - | - | - | 80 | - | - |
| 119 Claremont Drive | - | - | - | 96 | - | - |
| 116 Fairview Drive on Claremont Drive | - | - | - | 64 | 16 | - |
| 127 Fairview Drive on Claremont Drive | - | - | - | 32 | - | - |
| 125 Claremont Drive | - | - | - | 16 | - | - |
| 127 Claremont Drive | - | - | - | 16 | - | - |
| 129 Claremont Drive | - | - | - | 48 | 16 | - |
| 133 Claremont Drive | - | - | - | 96 | - | 45 |
| 135 Claremont Drive | - | - | - | 128 | - | 120 |
| 137 Claremont Drive | - | - | - | - | 16 | - |
| 139 Claremont Drive | - | - | - | 48 | - | - |
| 143 Claremont Drive | - | - | - | 144 | - | - |
| 145 Claremont Drive | - | - | - | 96 | - | - |
| 147 Claremont Drive | - | - | - | 48 | - | - |
| 149 Claremont Drive | - | - | - | 64 | - | - |
| Gwynmere - Runnymede Drive | | | | | | |
| 147 Claremont on Runnymede Drive | - | - | - | - | - | 54 |
| 118 Runnymede Drive | - | - | - | 48 | - | - |
| 116 Runnymede Drive | - | - | - | 80 | - | 108 |
| 112 Runnymede Drive | - | - | - | 16 | - | - |
| 110 Runnymede Drive | - | - | - | 32 | - | - |
| 108 Runnymede Drive | - | - | - | 48 | - | - |
| 100 Runnymede Drive | - | - | - | 16 | - | - |
| 105 Runnymede Drive | - | - | - | 32 | - | - |
| 107 Runnymede Drive | - | - | - | 48 | - | - |

| ADDRESS | | CURB LF | CURB @ RAMP LF | CURB RAMP SF | 4" SIDEWALK SF | 6" SIDEWALK SF | 6" DRIVEWAY APRONS SF |
|---|---|------------|----------------------|-----------------|----------------------|----------------------|-----------------------------|
| Gwynmere - Runnymede Drive (Continued) | | | | | | | |
| 109 | Runnymede Drive | - | - | - | 80 | - | - |
| 111 | Runnymede Drive | - | - | - | 16 | - | 45 |
| 115 | Runnymede Drive | - | - | - | 48 | - | - |
| 119 | Runnymede Drive | - | - | - | - | 100 | 120 |
| 121 | Runnymede Drive | - | - | - | - | - | 120 |
| 127 | Runnymede Drive | - | - | - | 48 | - | - |
| 129 | Runnymede Drive | - | - | - | 64 | - | - |
| 131 | Runnymede Drive | - | - | - | 48 | 16 | - |
| Gwynmere - Fairview Drive | | | | | | | |
| 101 | Fairview Drive | - | - | - | 64 | - | - |
| 103 | Fairview Drive | - | - | - | 32 | - | - |
| 105 | Fairview Drive | - | - | - | 16 | - | - |
| HCR | Fairview Drive & Arden Circle (2 Ramps) | - | 20 | 256 | - | - | - |
| 107 | Fairview Drive | - | - | - | 80 | - | - |
| 109 | Fairview Drive | - | - | - | 80 | - | - |
| 111 | Fairview Drive | - | - | - | 96 | - | - |
| 113 | Fairview Drive | - | - | - | 32 | - | - |
| 115 | Fairview Drive | - | - | - | 16 | - | - |
| 117 | Fairview Drive | - | - | - | 32 | - | - |
| 119 | Fairview Drive | - | - | - | 48 | - | - |
| 121 | Fairview Drive | - | - | - | 32 | - | - |
| 123 | Fairview Drive | - | - | - | 16 | - | - |
| 125 | Fairview Drive | - | - | - | 32 | - | - |
| 127 | Fairview Drive | - | - | - | 32 | - | - |
| 114 | Fairview Drive | - | - | - | 48 | - | - |
| 108 | Fairview Drive | - | - | - | 80 | - | - |
| 106 | Fairview Drive | - | - | - | - | - | 120 |
| 104 | Fairview Drive | - | - | - | 80 | - | - |
| 102 | Fairview Drive | - | - | - | 16 | - | - |
| 100 | Fairview Drive | - | - | - | 32 | - | - |
| Gwynmere - Arden Circle | | | | | | | |
| 103 | Arden Circle | - | - | - | 96 | - | - |
| 105 | Arden Circle | - | - | - | 48 | 16 | - |
| 107 | Arden Circle | - | - | - | 64 | 32 | - |
| 100 | Arden Circle | - | - | - | 64 | - | - |
| Gwynmere - Brook Circle | | | | | | | |
| 133 | Claremont Drive on Brooks Circle | - | - | - | 48 | - | - |
| 103 | Brook Circle | - | - | - | 32 | - | - |
| 105 | Brook Circle | - | - | - | 64 | - | - |
| 107 | Brook Circle | - | - | - | - | 16 | - |
| 104 | Brook Circle | - | - | - | 32 | - | - |
| 102 | Brook Circle | - | - | - | 48 | - | - |
| Clearview Estates - Forest Trail Drive | | | | | | | |
| 94 | Forest Trail Drive | - | - | - | 32 | - | - |
| 92 | Forest Trail Drive | - | - | - | 16 | - | - |
| 101 | Pauline Circle on Forest Trail Drive | - | - | - | 48 | - | - |
| HCR | Forest Trail Drive & Pauline Circle (2 Ramps) | - | 30 | 256 | - | - | - |
| 83 | Forest Trail Drive | - | - | - | 48 | - | - |
| 85 | Forest Trail Drive | - | - | - | 48 | - | - |
| 87 | Forest Trail Drive | - | - | - | 32 | - | - |
| 89 | Forest Trail Drive | - | - | - | - | 48 | 64 |
| 93 | Forest Trail Drive | - | - | - | 48 | - | 64 |
| Clearview Estates - Pauline Circle | | | | | | | |
| 101 | Pauline Circle | - | - | - | 48 | - | - |
| 105 | Pauline Circle | - | - | - | - | - | 64 |
| 102 | Pauline Circle | - | - | - | 32 | - | - |
| Winter Creek - Forest Trail Drive | | | | | | | |
| 112 | Grays Lane on Forest Trail Drive | - | - | - | 80 | - | - |
| 170 | Forest Trail Drive | - | - | - | 80 | - | - |
| 168 | Forest Trail Drive | - | - | - | 48 | - | - |
| 166 | Forest Trail Drive | - | - | - | 80 | - | - |

| ADDRESS | | CURB LF | CURB @ RAMP LF | CURB RAMP SF | 4" SIDEWALK SF | 6" SIDEWALK SF | 6" DRIVEWAY APRONS SF |
|--|--|------------|----------------------|-----------------|----------------------|----------------------|-----------------------------|
| Winter Creek - Forest Trail Drive (Continued) | | | | | | | |
| 164 | Forest Trail Drive | - | - | - | 48 | - | - |
| 162 | Forest Trail Drive | - | - | - | 48 | - | - |
| 158 | Forest Trail Drive | - | - | - | 64 | - | - |
| 156 | Forest Trail Drive | - | - | - | 128 | - | - |
| 154 | Forest Trail Drive | - | - | - | 32 | - | - |
| 152 | Forest Trail Drive | - | - | - | 48 | - | - |
| 150 | Forest Trail Drive | - | - | - | 32 | - | - |
| 148 | Forest Trail Drive | - | - | - | 48 | - | - |
| 146 | Forest Trail Drive | - | - | - | 32 | - | - |
| 144 | Forest Trail Drive | - | - | - | 48 | - | - |
| 138 | Forest Trail Drive | - | - | - | 64 | - | - |
| 132 | Forest Trail Drive | - | - | - | 48 | - | - |
| 130 | Forest Trail Drive | - | - | - | 64 | - | - |
| 128 | Forest Trail Drive | - | - | - | 80 | 64 | 96 |
| 126 | Forest Trail Drive | - | - | - | 48 | - | - |
| 118 | Forest Trail Drive | - | - | - | 32 | - | - |
| 116 | Forest Trail Drive | - | - | - | 64 | - | - |
| 114 | Forest Trail Drive | - | - | - | - | - | 96 |
| 112 | Forest Trail Drive | - | - | - | 48 | - | - |
| 106 | Forest Trail Drive | - | - | - | 64 | - | - |
| 104 | Forest Trail Drive | - | - | - | 48 | - | - |
| 102 | Forest Trail Drive | - | - | - | 64 | - | - |
| 102 | Grays Lane on Forest Trail Drive | - | - | - | 32 | - | - |
| 106 | Grays Lane on Forest Trail Drive | - | - | - | 32 | 64 | - |
| 103 | Forest Trail Drive | - | - | - | 32 | - | - |
| 105 | Forest Trail Drive | - | - | - | 32 | - | - |
| 109 | Forest Trail Drive | - | - | - | 16 | - | - |
| 111 | Forest Trail Drive | - | - | - | 224 | 64 | - |
| 117 | Forest Trail Drive | - | - | - | 32 | - | - |
| 119 | Forest Trail Drive | - | - | - | 80 | - | - |
| 121 | Forest Trail Drive | - | - | - | 32 | - | - |
| 129 | Forest Trail Drive | - | - | - | 64 | - | - |
| 137 | Forest Trail Drive | - | - | - | 160 | - | - |
| 151 | Forest Trail Drive | - | - | - | 32 | - | - |
| 153 | Forest Trail Drive | - | - | - | 48 | - | - |
| 161 | Forest Trail Drive | - | - | - | 64 | - | - |
| 163 | Forest Trail Drive | - | - | - | 64 | - | - |
| 169 | Forest Trail Drive | - | - | - | 32 | - | - |
| 171 | Forest Trail Drive | - | - | - | 64 | - | - |
| 183 | Forest Trail Drive | - | - | - | 32 | - | - |
| Meadow Lane Farm - Horseshoe Lane | | | | | | | |
| HCR | Horseshoe Lane & Upper State (E) (2 Ramps) | - | 40 | 256 | - | - | - |
| 134 | Horseshoe Lane | - | - | - | 72 | - | - |
| 132 | Horseshoe Lane | - | - | - | 32 | - | - |
| 130 | Horseshoe Lane | - | - | - | 48 | - | - |
| 128 | Horseshoe Lane | - | - | - | 48 | - | - |
| 124 | Horseshoe Lane | - | - | - | 32 | - | - |
| 122 | Horseshoe Lane | - | - | - | 32 | - | - |
| 120 | Horseshoe Lane | - | - | - | 48 | - | - |
| 116 | Horseshoe Lane | - | - | - | 32 | - | - |
| 112 | Horseshoe Lane | 17 | - | - | - | - | - |
| 108 | Horseshoe Lane | - | - | - | 32 | - | - |
| 106 | Horseshoe Lane | - | - | - | 32 | - | - |
| 104 | Horseshoe Lane | - | - | - | 48 | - | - |
| 100 | Horseshoe Lane | - | - | - | - | - | 54 |
| 101 | Horseshoe Lane | 10 | - | - | - | - | - |
| 103 | Horseshoe Lane | - | - | - | 32 | - | - |
| 107 | Horseshoe Lane | - | - | - | 16 | - | - |
| 111 | Horseshoe Lane | - | - | - | 48 | - | - |
| 117 | Horseshoe Lane | - | - | - | 48 | 32 | 76 |
| 119 | Horseshoe Lane | - | - | - | 16 | - | - |
| 121 | Horseshoe Lane | - | - | - | 16 | - | - |
| Meadow Lane Farm - Horseshoe Lane (Continued) | | | | | | | |

| ADDRESS | | CURB | CURB @ | CURB RAMP | 4" | 6" | 6" DRIVEWAY |
|---|--|------------|------------|--------------|---------------|--------------|--------------|
| | | LF | RAMP LF | SF | SIDEWALK SF | SIDEWALK SF | APRONS SF |
| 123 | Horseshoe Lane | - | - | - | 16 | - | - |
| 125 | Horseshoe Lane | 30 | - | - | - | - | - |
| HCR | Horseshoe Lane & Upper State (W) (2 Ramps) | - | 40 | 256 | - | - | - |
| Ridings of Montgomery - Steeplechase Drive | | | | | | | |
| 216 | Steeplechase Drive | 10 | - | - | 64 | - | - |
| 214 | Steeplechase Drive | 20 | - | - | - | - | - |
| 212 | Steeplechase Drive | - | - | - | 16 | - | - |
| 210 | Steeplechase Drive | - | - | - | 32 | - | - |
| 208 | Steeplechase Drive | - | - | - | 80 | - | 112 |
| 206 | Steeplechase Drive | - | - | - | 224 | - | - |
| HCR | Steeplechase Drive & Colt Circle (2 Ramps) | - | 35 | 256 | - | - | - |
| 202 | Steeplechase Drive | 20 | - | - | 512 | 64 | 112 |
| 201 | Steeplechase Drive | - | - | - | 48 | 64 | 112 |
| 203 | Steeplechase Drive | - | - | - | 64 | - | 112 |
| 205 | Steeplechase Drive | - | - | - | 48 | - | 112 |
| 215 | Steeplechase Drive | - | - | - | 16 | - | - |
| 217 | Steeplechase Drive | - | - | - | 32 | - | - |
| 219 | Steeplechase Drive | - | - | - | - | - | 112 |
| 221 | Steeplechase Drive | - | - | - | - | - | - |
| HCR | Steeplechase Drive & Chaps Way (2 Ramps) | - | 35 | 256 | - | - | - |
| 100 | Chaps Way on Steeplechase Drive | - | - | - | - | 32 | - |
| Ridings of Montgomery - Chaps Way | | | | | | | |
| 101 | Chaps Way | - | - | - | 64 | 32 | 80 |
| | Chaps Way @ Open Space | - | - | - | 80 | - | - |
| 110 | Chaps Way | - | - | - | - | - | 80 |
| 108 | Chaps Way | - | - | - | 32 | 16 | - |
| | Chaps Way @ Basin | - | - | - | 64 | - | - |
| 102 | Chaps Way | - | - | - | 112 | - | - |
| 100 | Chaps Way | - | - | - | 48 | - | - |
| Ridings of Montgomery - Colt Circle | | | | | | | |
| 103 | Colt Circle | - | - | - | - | - | 35 |
| 105 | Colt Circle | - | - | - | - | - | 96 |
| 107 | Colt Circle | - | - | - | 48 | - | - |
| 109 | Colt Circle | - | - | - | - | 64 | 72 |
| 108 | Colt Circle | - | - | - | 64 | - | - |
| 106 | Colt Circle | - | - | - | 96 | 40 | - |
| 104 | Colt Circle | - | - | - | 96 | - | 72 |
| Montgomery Greene - Steeplechase Drive | | | | | | | |
| 132 | Steeplechase Drive | - | - | - | - | 20 | 66 |
| 130 | Steeplechase Drive | - | - | - | - | - | 50 |
| 128 | Steeplechase Drive | - | - | - | - | 16 | - |
| 126 | Steeplechase Drive | - | - | - | 16 | - | - |
| 124 | Steeplechase Drive | - | - | - | 20 | - | - |
| 120 | Steeplechase Drive | - | - | - | 32 | - | 66 |
| 118 | Steeplechase Drive | - | - | - | 16 | - | 50 |
| 116 | Steeplechase Drive | - | - | - | - | - | 50 |
| 114 | Steeplechase Drive | - | - | - | - | - | 50 |
| 112 | Steeplechase Drive | - | - | - | 32 | 16 | 66 |
| 110 | Steeplechase Drive | - | - | - | 64 | - | - |
| 102 | Steeplechase Drive | - | - | - | 32 | - | - |
| 100 | Steeplechase Drive | - | - | - | 48 | 20 | - |
| | Steeplechase Drive @ Basin | - | - | - | 348 | - | - |
| 121 | Steeplechase Drive | - | - | - | 40 | - | - |
| 125 | Steeplechase Drive | - | - | - | 32 | - | - |
| 129 | Steeplechase Drive | - | - | - | 40 | - | - |
| 131 | Steeplechase Drive | - | - | - | 80 | - | - |
| 137 | Steeplechase Drive | - | - | - | 20 | - | - |
| 139 | Steeplechase Drive | - | - | - | 16 | - | - |
| 141 | Steeplechase Drive | - | - | - | 16 | - | - |
| 143 | Steeplechase Drive | - | - | - | 32 | - | - |
| TOTALS: | | 258 | 352 | 3,328 | 13,114 | 1,740 | 4,224 |

SCHEDULE OF BID ITEMS - BID A

| Item | Description | Quantity | Units | Unit Price | Amount |
|-------------|---|-----------------|--------------|-------------------|---------------|
| 1 | Remove & Replace Vertical/Depressed Concrete Curb | 610 | LF | \$ _____ | \$ _____ |
| 2 | Remove & Replace Curb Ramps | 3,328 | SF | _____ | _____ |
| 3 | Remove & Replace 4" Concrete Sidewalk | 13,114 | SF | \$ _____ | \$ _____ |
| 4 | Remove & Replace 6" Reinforced Concrete Sidewalk | 1,740 | SF | \$ _____ | \$ _____ |
| 5 | Remove & Replace 6" Concrete Driveway Apron | 4,224 | SF | \$ _____ | \$ _____ |
| 6 | Concrete Testing | 1 | LS | \$ _____ | \$ _____ |

Total Amount Bid, Based on Estimated Quantities, for Items #1-6, Inclusive

\$ _____

(words)

NOTE:

1. Extension of all Unit Prices must be exact.

BID FORM
00 41 00-3

G A Form C-2 (8/97)

SCHEDULE OF BID ITEMS - BID B

| Item | Description | Quantity | Units | Unit Price |
|-------------|---|-----------------|--------------|-------------------|
| B 1A | Remove & Replace <u>1 to 100 Linear Feet</u> of Vertical/Depressed Concrete Curb (7"X8"X18") | 1 | LF | \$ _____ |
| B 1B | Remove & Replace Greater Than or Equal to <u>101 Linear Feet</u> of Vertical/Depressed Concrete Curb (7"X8"X18") | 1 | LF | \$ _____ |
| B 2A | Remove & Replace <u>1 to 1,000 Square Feet</u> of Concrete Sidewalk (4") | 1 | SF | \$ _____ |
| B 2B | Remove & Replace <u>1,001 to 2,000 Square Feet</u> of Concrete Sidewalk (4") | 1 | SF | \$ _____ |
| B 2C | Remove & Replace Greater Than or Equal to <u>2,001 Square Feet</u> of Concrete Sidewalk (4") | 1 | SF | \$ _____ |
| B 3 | Remove & Replace <u>1 to 256 Square Feet</u> of ADA/PennDOT Compliant Handicap Ramps (4") | 1 | SF | \$ _____ |
| B 4 | Remove & Replace <u>1 to 500 Square Feet</u> of Reinforced Concrete Sidewalk (6") | 1 | SF | \$ _____ |
| B 5 | Remove & Replace <u>1 to 500 Square Feet</u> of Concrete Driveway Apron (6") | 1 | SF | \$ _____ |

NOTE:

1. Extension of all Unit Prices must be exact.

BID FORM
00 41-00-4

G A Form C-2 (8/97)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise for Bids for the Annual Road In-Place Paving Project

MEETING DATE: January 27, 2020

ITEM NUMBER: #10.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Tanya C. Bamford,
Board of Supervisors Chairman

BACKGROUND:

As part of our 16 Year Road Plan we have identified Township Roads that are proposed to be resurfaced as part of our road improvement program. Contractors are being solicited to submit competitive bids for the project. The work included in the contract will be a surface mill, asphalt leveling course, an inch and a half asphalt overlay and all the associated preparation work. Bids are scheduled to be opened on February 13, 2020 and will be considered for award at the Board of Supervisors meeting scheduled on February 24, 2020.

The bid specifications for the 2020 Annual Road Paving Project have been prepared by Gilmore & Associates and a copy of the bid advertisement and bid tabulation sheets are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

ALTERNATIVES/OPTIONS:

BUDGET IMPACT:

The 2020 Budget adopted by the Board of Supervisors on December 16, 2019 proposed \$904,600.00 for the Annual Road Paving Project and is reimbursable by Liquid Fuels Funding.

RECOMMENDATION:

Authorize the Township Manager to advertise for bids for the 2020 Annual Road Paving Project.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to advertise for bids for the 2020 Annual In-Place Paving Contract. Said bids are to be received on or before February 13, 2020 at 10:00 am and will be opened at that time. Bids will be considered for award at the February 24, 2020 during the regular Board of Supervisors Meeting after 7:00 pm.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor



January 20, 2020

Request for Authorization to Advertise

Project Name: 2020 Paving Project – Contract #2019-08030

Project Description:

The 2020 Paving Project involves the milling and overlay of portions of Kingston Way, Bailey Drive, Schreiner Drive, Avondale Drive, Cheswick Drive, Carson Drive, Heritage Drive, Dayton Drive South, Dayton Drive North, Eaton Drive, Sterling Drive, Montclair Drive, Abbey Lane, Arbor Way, Beaumont Terrace, Cambridge Court, Fairacres Drive, Field Terrace, Moro Court, Stone Ridge Drive, Stoney Court, and Woodlea Terrace.

Project Location:

The work to be completed under the 2020 Paving Project is located primarily in and around four neighborhoods in Montgomery Township known as Kingston Knoll, Heather Lea, Reserve at Knapp Farm, and Stone Ridge.

Project Cost:

The amount budgeted for this project is \$904,603.50.

Project Timeline:

Upon approval of the Request for Authorization to Advertise, it is anticipated that the public bid opening for the 2020 Paving Project will be held on February 13, 2020 and considered for award at the February 24, 2020 Board of Supervisors meeting.

DOCUMENT 00 11 13
ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **Montgomery Township** at their offices, at 1001 Stump Road, Montgomeryville, PA 18936, until 10:00 A.M. prevailing time on **February 13, 2020** at which time and place the bids shall be publicly opened and read aloud for:

Contract 2019-08030 – 2020 Paving Project

The Work to be completed under this contract consists of all labor, equipment and materials to perform the mill and overlay of various roads within Montgomery Township as described in the Drawings and Specifications. The scope of work includes, but is not limited to, approximately 81,455 SY of mill and overlay, base repair, and all associated pavement markings along various roads throughout Montgomery Township.

Bidding Documents may be obtained at the office of **Gilmore and Associates, Inc., Consulting Engineers, 65 E. Butler Avenue, Suite 100, New Britain, PA, 18901**, for a cost of \$50.00 per set or \$35.00 per CD set, plus \$10.00 per set for postage and handling if mailing is requested. Checks should be made payable to Gilmore and Associates, Inc. Amounts paid for bidding documents are non-refundable. Bidding Documents may be examined at the Engineer's office, between the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday.

Each bid shall be submitted in accordance with the Instructions to Bidders and must be accompanied by a Bid Bond or Certified Check for not less than ten percent (10%) of the Bid amount payable to **Montgomery Township** along with an Agreement of Surety certifying that the required Performance and Payment Bonds will be provided to the Bidder. Each bid must be enclosed in a securely sealed opaque envelope and endorsed: "**CONTRACT 2019-08030 – 2020 Paving Project**" with the name and address of the Bidder clearly marked on the envelope.

The successful Bidder shall be required to furnish proof of insurance and bonds for Performance, Payment, and Maintenance in such form as meets the approval of **Montgomery Township** and having as security thereon such Surety company or companies as are approved by **Montgomery Township**.

A pre-bid meeting will not be held for this project.

This project is subject to applicable provisions of Act 422, Pennsylvania Prevailing Wage Act as amended, the prevailing minimum wage rates issued by the Pennsylvania Department of Labor and Industry and to applicable provisions of Act 127 Pennsylvania Public Works Employment Verification as amended.

Work is to commence on or after July 5, 2020 and be completed by August 28, 2020.

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

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

Montgomery Township reserves the right to reject any and all bids for any cause whatsoever, to eliminate any item or items from the contract, and to waive any informality in the bids.

By order of: Montgomery Township
Owner: Montgomery Township
Dated: January 2020

END OF DOCUMENT

G GILMORE & ASSOCIATES, INC.**&A SURFACE AREA BY ROAD****CLIENT:**

Montgomery Township

PROJECT NAME:

2020 Paving Project

PROJECT NUMBER:

2019-08030

DATE: 9-Jan-20

| # | DESCRIPTION | UNITS | QUANTITY |
|---|---|-------|----------|
| | Kingston Way (County Line Road to Schreiner Drive) | | |
| 1 | Mill Roadway, 1.5" depth | SY | 5066 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 27 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 14 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 5066 |
| 5 | 4" Wide Double Yellow Line, Epoxy | LF | 20 |
| | Bailey Drive (Schreiner Drive to Schreiner Drive) | | |
| 1 | Mill Roadway, 1.5" depth | SY | 2898 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 15 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 8 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 2898 |
| | Schreiner Drive (Stump Road to Cul-de-sac) | | |
| 1 | Mill Roadway, 1.5" depth | SY | 5405 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 27 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 14 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 5405 |
| | Avondale Drive (Cul-de-sac to Cul-de-sac) | | |
| 1 | Mill Roadway, 1.5" depth | SY | 9403 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 47 |

G GILMORE & ASSOCIATES, INC.**&A SURFACE AREA BY ROAD****CLIENT:**

Montgomery Township

PROJECT NAME:

2020 Paving Project

PROJECT NUMBER:

2019-08030

DATE: 9-Jan-20

| # | DESCRIPTION | UNITS | QUANTITY |
|--|---|-------|----------|
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 25 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 9403 |
| Cheswick Drive (Route 202 to Avondale Drive) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 7474 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 38 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 19 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 7474 |
| 5 | 24" Wide Thermoplastic STOP Bar | LF | 23 |
| 6 | 4" Wide Double Yellow Line, Epoxy | LF | 220 |
| Carson Drive (Avondale Drive to Eaton Drive) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 3356 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 17 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 9 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 3356 |
| Heritage Drive (Knapp Road to Avondale Drive) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 658 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 4 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 2 |

G GILMORE & ASSOCIATES, INC.**&A SURFACE AREA BY ROAD****CLIENT:**

Montgomery Township

PROJECT NAME:

2020 Paving Project

PROJECT NUMBER:

2019-08030

DATE: 9-Jan-20

| # | DESCRIPTION | UNITS | QUANTITY |
|---|---|-------|----------|
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 658 |
| Dayton Drive S (Carson Drive to Cheswick Drive) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 1220 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 6 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 3 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 1220 |
| Dayton Drive N (Cheswick Drive to Cul-de-sac) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 2109 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 11 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 6 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.3 to 30 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 2109 |
| Eaton Drive (Avondale Drive to Cheswick Drive) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 2288 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 12 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 6 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 2288 |
| Sterling Drive (Avondale Drive to Montclair Drive) | | | |

G GILMORE & ASSOCIATES, INC.**&A SURFACE AREA BY ROAD****CLIENT:**

Montgomery Township

PROJECT NAME:

2020 Paving Project

PROJECT NUMBER:

2019-08030

DATE: 9-Jan-20

| # | DESCRIPTION | UNITS | QUANTITY |
|--|---|-------|----------|
| 1 | Mill Roadway, 1.5" depth | SY | 3661 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 18 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 9 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 3661 |
| Montclair Drive (Sterling Drive to Cheswick Drive) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 915 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 5 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 3 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 915 |
| Abbey Lane (North Stone Ridge to South Stone Ridge) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 11394 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 57 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 29 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 11394 |
| Arbor Way (Abbey Lane to Cul-de-sac) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 1854 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 10 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 5 |

G GILMORE & ASSOCIATES, INC.**&A SURFACE AREA BY ROAD****CLIENT:**

Montgomery Township

PROJECT NAME:

2020 Paving Project

PROJECT NUMBER:

2019-08030

DATE: 9-Jan-20

| # | DESCRIPTION | UNITS | QUANTITY |
|--|---|-------|----------|
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 1854 |
| Beaumont Terrace (Abbey Lane to Grays Lane) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 1525 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 8 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 4 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 1525 |
| Cambridge Court (Abbey Lane to Cul-de-sac) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 1608 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 8 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 4 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 1608 |
| Fairacres Drive (Upper State Road to Stone Ridge Drive) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 3843 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 19 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 10 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 3843 |
| Field Terrace (Abbey Lane to Cul-de-sac) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 3322 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 17 |

G GILMORE & ASSOCIATES, INC.**&A SURFACE AREA BY ROAD****CLIENT:**

Montgomery Township

PROJECT NAME:

2020 Paving Project

PROJECT NUMBER:

2019-08030

DATE: 9-Jan-20

| # | DESCRIPTION | UNITS | QUANTITY |
|--|---|-------|----------|
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 9 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 3322 |
| Moro Court (Abbey Lane to Cul-de-sac) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 1319 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 7 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 4 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 1319 |
| Stone Ridge Drive (Abbey Lane to Abbey Lane) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 8463 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 43 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 22 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 8463 |
| Stoney Court (Abbey Lane to Cul-de-sac) | | | |
| 1 | Mill Roadway, 1.5" depth | SY | 1677 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 9 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 5 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 1677 |
| Woodlea Terrace (Fairacres Drive to Cul-de-sac) | | | |

G GILMORE & ASSOCIATES, INC.

&A SURFACE AREA BY ROAD

CLIENT:

Montgomery Township

PROJECT NAME:

2020 Paving Project

PROJECT NUMBER:

2019-08030

DATE: 9-Jan-20

| # | DESCRIPTION | UNITS | QUANTITY |
|---|---|-------|----------|
| 1 | Mill Roadway, 1.5" depth | SY | 1857 |
| 2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 10 |
| 3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 5 |
| 4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 1857 |
| | | | |

SCHEDULE OF BID ITEMS

Extension of Unit Prices must be exact.

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

| ITEM NO. | ITEM ID | ITEM | UNIT | QUANTITY | BID UNIT PRICE | BID EXTENDED PRICE |
|--|---------|---|------|----------|----------------|--------------------|
| BASE BID | | | | | | |
| 1 | B1 | Mill Roadway, 1.5" depth | SY | 81315 | \$ | \$ |
| 2 | B2 | 11" Asphalt Base Repair (If & Where Directed) | SY | 415 | \$ | \$ |
| 3 | B3 | HMA Leveling Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 (If & Where Directed) | TON | 215 | \$ | \$ |
| 4 | B4 | HMA Wearing Course, PG 64 – 22, 0.0 to 0.3 million ESAL's, 9.5 mm mix, 1-1/2" Depth, SRL H, containing ≤ 15% recycled material and virgin asphalt cement P.G. binder grade 64-22 | SY | 81315 | \$ | \$ |
| 5 | B5 | 24" Wide Thermoplastic STOP Bar | LF | 23 | \$ | \$ |
| 6 | B6 | 4" Wide Double Yellow Line, Epoxy | LF | 240 | \$ | \$ |
| Total Amount Bid, Based on Estimated Quantities, for Items #1-6, Inclusive | | | | | | \$ |
| BASE BID (words) | | | | | | |

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

SUBJECT: Consider Authorization to Advertise for Bids for the Windlestrae Rose Twig Street Hockey Court Reconstruction Project

MEETING DATE: January 27, 2020

ITEM NUMBER: # 11.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Tanya C. Bamford,
Board of Supervisors Chairman

BACKGROUND:

This project requests approval for the advertisement and solicitation of bids for the Rose Twig Street Hockey Court Reconstruction Project. The project will include a one inch layer of stone dust over the entire court, followed up by a two inch asphalt base course and an inch and a half of asphalt wearing course. Once the paving is complete, the court will be sealed and re-stripped.

All documents and solicitation details will be available online at no cost on PennBid – www.PennBid.net. The bids are scheduled to be opened on February 13, 2020 at 10:30 a.m. at the Township building and will be considered for award at the Board of Supervisors Meeting scheduled for February 24, 2020.

Gilmore & Associates has prepared the bid specifications. The bid notice with the scope of work, advertisement and bid tabulation sheets are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

ALTERNATIVES/OPTIONS:

BUDGET IMPACT:

A total of \$92,050.00 was allocated in the Approved 2020 Budget based on the Engineer's estimate.

RECOMMENDATION:

Authorize the Township Manager to advertise for the bids.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to advertise for bids for the Rose Twig Park Street Hockey Court Reconstruction Project. Said bids are to be received on or before February 13, 2020 at 10:30 am and will be opened at that time. Bids will be considered for award on February 24, 2020 during the regular Board of Supervisors meeting after 7 pm.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor



January 20, 2020

Request for Authorization to Advertise

Project Name: Rose Twig Hockey Court Renovation – Contract #2019-09010

Project Description:

The Rose Twig Hockey Court Renovation project involves the repair of the existing hockey court to include stone dust overlay, paving, and associated improvements.

Project Location:

The work to be completed is at Rose Twig Park, located on Kenas Road within the Township.

Project Cost:

The amount budgeted for this project is \$92,050.

Project Timeline:

Upon approval of the Request for Authorization to Advertise, it is anticipated that the public bid opening for the Rose Twig Hockey Court Renovation will be held on February 13, 2020 and considered for award at the February 24, 2020 Board of Supervisors meeting.

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

Montgomery Township will receive sealed bids online for

CONTRACT 2019-09010 – ROSE TWIG HOCKEY COURT RENOVATION

until **10:30 A.M.**, prevailing time on **February 13, 2020** at which time the bids shall be publicly opened and read aloud at the Township offices located at 1001 Stump Road, Montgomeryville, PA 18936. Online sealed bids shall be submitted electronically via the PennBid Program.

This project involves the repair of the existing hockey court to include stone dust overlay, paving and associated improvements.

All documents and solicitation details are available online at no cost on PennBid – www.PennBid.net. A nominal fee of 0.33% of the bid amount (minimum \$100 and maximum \$5,000) is assessed by PennBid only to bidders who are awarded contracts.

Each Bid shall be submitted in accordance with the Instructions to Bidders and must include bid security in an amount not less than ten percent (10%) of the Bid amount payable to the **Montgomery Township** along with an Agreement of Surety certifying that the required Performance and Payment Bonds will be provided to the Bidder.

This project is subject to applicable provisions of Act 422, Pennsylvania Prevailing Wage Act as amended, the prevailing minimum wage rates issued by the Pennsylvania Department of Labor and Industry, and to applicable provisions of Act 127 Pennsylvania Public Works Employment Verification as amended.

Bids may be withdrawn within two (2) business days after the opening of Bids only by the withdrawing Bidder's strict compliance with 73 P.S. §1602 and any subsequent amendments.

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

Montgomery Township reserves the right to reject any and all bids for any cause whatsoever, to eliminate any item or items from the contract, and to waive any informality in the bids.

This project is managed by Gilmore & Associates, Inc. (65 E. Butler Ave., Suite 100, New Britain, PA, 18901) on behalf of Montgomery Township.

By order of:

Owner: Montgomery Township

Dated: January 2020

END OF DOCUMENT

SCHEDULE OF BID ITEMS

| Item | Description | Quantity | Units | Unit Price | Amount |
|--|-----------------------------|----------|-------|------------|--------|
| BASE BID | | | | | |
| 1 | Replace 2" x 10" Kickboards | 490 | LF | \$ | \$ |
| 2 | Metal Edge Restraint | 490 | LF | \$ | \$ |
| 3 | Stone Dust Overlay | 1440 | SY | \$ | \$ |
| 4 | Asphalt Paving | 1440 | SY | \$ | \$ |
| 5 | Line Striping | 1 | LS | \$ | \$ |
| Total Amount Base Bid, Based on Estimated Quantities, for Items #1-5, Inclusive | | | | \$ | |
| <hr/> | | | | | |
| (words) | | | | | |

NOTE:
1. Extension of all Unit Prices must be exact.

BID FORM
00 41 00-3

G A Form C-2 (8/97)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Construction Escrow Release #2 - LDS 679 – Meadows at Parkview

MEETING DATE: January 27, 2020

ITEM NUMBER: # 12.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Tanya C. Bamford
Chairman

BACKGROUND:

Attached is a construction escrow release requested by Meadows at Parkview – Toll Brothers as recommended by the Township Engineer.

The original amount of the escrow was \$1,586,851.26, held as a Performance Bond with International Fidelity Insurance Company. This is the second release and is in the amount of \$268,555.00. The new balance would be \$1,002,991.26.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS:

Approve or not approve the construction escrow release.

BUDGET IMPACT: None.

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

The Board of Supervisors hereby authorize a construction escrow release in the amount of \$268,555.00 as recommended by the Township Engineer for the Meadows at Parkview.

MOTION _____ SECOND _____ VOTE _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

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



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 21, 2020

File No. 2015-01173

Carolyn McCreary, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605

Reference: The Meadows at Parkview at the Enclave at Montgomery - LD/S#679
Escrow Release 2

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$268,555.00 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

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

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

Sincerely,

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

JPD/SW/sl

Enclosure: Release of Escrow Form (January 21, 2020)
Summary of Improvement Escrow Account (January 21, 2020)
Developer's request dated January 3, 2020

cc: Bruce S. Shoupe, Director of Planning and Zoning
Marianne McConnell, Deputy Zoning Officer – Montgomery Township
Mary Gambino, Project Coordinator - Montgomery Township
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.
Justin Countertermen – Toll Brothers, Inc.
Susan A. Rice, P.E. – S.T.A. Engineering, Inc.
Brian Dusault, Construction Services Manager - Gilmore & Associates, Inc.

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

RELEASE OF ESCROW FORM

James P. Dougherty, P.E.
Senior Project Manager
Gilmore & Associates, Inc.
65 East Butler Avenue, Suite 100
New Britain, PA 18901
215-345-4330

Date: 01/03/2020

Development: Meadows at Parkview - LDS-679

G&A Project #: 2015-01173

Release #: 2

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$271,555.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 01/21/2020

Dear Ms. McCreary:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$268,555.00 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

James P. Dougherty 1/21/2020
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # _____

WHEREAS, a request for release of escrow was received from Toll Mid-Atlantic L.P. Company, Inc. for Meadows at Parkview - LDS-679, in the amount of \$271,555.00, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$268,555.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$268,555.00; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Performance Bond with Montgomery Township in total sum of \$1,586,851.26 pursuant to a signed Land Development Agreement and that \$315,305.00 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$1,002,991.26 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director

**ESCROW RELEASE NO.: 2**

DATE PREPARED: 21-Jan-2020

| | | |
|--|---|-----------------------------|
| PROJECT NAME: Meadows at Parkview | TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 | MONTGOMERY TOWNSHIP |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | TOWNSHIP NO.: LDS-679 |
| ESCROW AGENT: International Fidelity Insurance Company | | G&A PROJECT NO.: 2015-01173 |
| TYPE OF SECURITY: Performance Bond | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | AGREEMENT DATE: 31-Jul-2019 |

| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | TOTAL COST | RELEASE REQUESTS | | TOTAL | BALANCE |
|---|------------------------|----------------------|----------------------|----------------------|------------------------|
| | | CURRENT | PRIOR | | |
| CONSTRUCTION | \$1,442,592.05 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 858,732.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - | \$ - | \$ - | \$ - |
| CONTINGENCY (10%) | \$ 144,259.21 | \$ - | \$ - | \$ - | \$ 144,259.21 |
| TOTAL | \$ 1,586,851.26 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 1,002,991.26 |

| CONSTRUCTION ITEMS | | | | | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | | PRIOR REQUESTS | | TOTAL REQUESTS (incl. current release) | | AVAILABLE FOR RELEASE (incl. current release) | | | | | |
|--|--|---------|---------|-----|-----------|----------|-----------|------------|-----------------|-----------|----------------|----------|---|----------|--|------------|----------|----------|-----------|----------|
| | | | | | | | | | QTY | COST | QTY | COST | QTY | COST | QTY | COST | | | | |
| A. <u>SOIL EROSION AND SEDIMENT CONTROL</u> | | | | | | | | | | | | | | | | | | | | |
| 1. | Construction Entrance | EA | 1 | \$ | 2,500.00 | \$ | 2,500.00 | \$ | - | 1.00 | \$ | 2,500.00 | 1.00 | \$ | 2,500.00 | \$ | - | | | |
| 2. | 12 inch Filter Sock | LF | 600 | \$ | 3.95 | \$ | 2,370.00 | \$ | - | 600.00 | \$ | 2,370.00 | 600.00 | \$ | 2,370.00 | \$ | - | | | |
| 3. | Silt Fence | LF | 200 | \$ | 2.00 | \$ | 400.00 | \$ | - | 200.00 | \$ | 400.00 | 200.00 | \$ | 400.00 | \$ | - | | | |
| 4. | Tree Protection Fence | LF | 1,600 | \$ | 2.00 | \$ | 3,200.00 | \$ | - | | \$ | - | | \$ | - | 1,600.00 | \$ | 3,200.00 | | |
| 5. | Inlet Protection | EA | 19 | \$ | 115.00 | \$ | 2,185.00 | \$ | - | 19.00 | \$ | 2,185.00 | 19.00 | \$ | 2,185.00 | \$ | - | | | |
| 6. | Temporary Seeding | SF | 300,000 | \$ | 0.04 | \$ | 12,000.00 | 75,000.00 | \$ | 3,000.00 | \$ | - | 75,000.00 | \$ | 3,000.00 | 225,000.00 | \$ | 9,000.00 | | |
| 7. | Remove E&S Measures | LS | 1 | \$ | 2,300.00 | \$ | 2,300.00 | | \$ | - | \$ | - | | \$ | - | 1.00 | \$ | 2,300.00 | | |
| B. <u>EARTHWORK</u> | | | | | | | | | | | | | | | | | | | | |
| 1. | Site Grading | LS | 1 | \$ | 10,000.00 | \$ | 10,000.00 | | \$ | - | 0.25 | \$ | 2,500.00 | 0.25 | \$ | 2,500.00 | 0.75 | \$ | 7,500.00 | |
| 2. | Cut to Fill | LS | 1 | \$ | 30,000.00 | \$ | 30,000.00 | | \$ | - | 0.25 | \$ | 7,500.00 | 0.25 | \$ | 7,500.00 | 0.75 | \$ | 22,500.00 | |
| 3. | Retaining Wall | SF | 700 | \$ | 45.00 | \$ | 31,500.00 | | \$ | - | | \$ | - | | \$ | - | 700.00 | \$ | 31,500.00 | |
| 4. | Fall Protection Fence | LF | 95 | \$ | 40.00 | \$ | 3,800.00 | | \$ | - | | \$ | - | | \$ | - | 95.00 | \$ | 3,800.00 | |
| 5. | Topsoil Return (inc. soil amendment) | CY | 4,000 | \$ | 7.00 | \$ | 28,000.00 | | \$ | - | | \$ | - | | \$ | - | 4,000.00 | \$ | 28,000.00 | |
| C. <u>STORMWATER</u> | | | | | | | | | | | | | | | | | | | | |
| <u>Storm Sewer</u> | | | | | | | | | | | | | | | | | | | | |
| 1. | 15 in. HDPE (inc. PennDOT 2B backfill) | LF | 1,102 | \$ | 48.00 | \$ | 52,896.00 | 1,102.00 | \$ | 52,896.00 | | \$ | - | 1,102.00 | \$ | 52,896.00 | | \$ | - | |
| 2. | 18 in. HDPE (inc. PennDOT 2B backfill) | LF | 640 | \$ | 60.00 | \$ | 38,400.00 | 640.00 | \$ | 38,400.00 | | \$ | - | 640.00 | \$ | 38,400.00 | | \$ | - | |
| 3. | 24 in. HDPE (inc. PennDOT 2B backfill) | LF | 217 | \$ | 71.00 | \$ | 15,407.00 | 217.00 | \$ | 15,407.00 | | \$ | - | 217.00 | \$ | 15,407.00 | | \$ | - | |
| 4. | 30 in. HDPE (inc. PennDOT 2B backfill) | LF | 311 | \$ | 90.00 | \$ | 27,990.00 | 311.00 | \$ | 27,990.00 | | \$ | - | 311.00 | \$ | 27,990.00 | | \$ | - | |
| 5. | 36 in. HDPE (inc. PennDOT 2B backfill) | LF | 190 | \$ | 105.00 | \$ | 19,950.00 | 190.00 | \$ | 19,950.00 | | \$ | - | 190.00 | \$ | 19,950.00 | | \$ | - | |
| 6. | Type M Inlet | EA | 7 | \$ | 2,000.00 | \$ | 14,000.00 | | \$ | - | 7.00 | \$ | 14,000.00 | 7.00 | \$ | 14,000.00 | | \$ | - | |
| 7. | Type C Inlet | EA | 21 | \$ | 2,000.00 | \$ | 42,000.00 | | \$ | - | 21.00 | \$ | 42,000.00 | 21.00 | \$ | 42,000.00 | | \$ | - | |
| 8. | Manhole | EA | 8 | \$ | 2,500.00 | \$ | 20,000.00 | | \$ | - | 8.00 | \$ | 20,000.00 | 8.00 | \$ | 20,000.00 | | \$ | - | |
| <u>Bio-Retention Area BIO 1</u> | | | | | | | | | | | | | | | | | | | | |
| 9. | Type M Inlet | EA | 1 | \$ | 2,000.00 | \$ | 2,000.00 | | \$ | - | 1.00 | \$ | 2,000.00 | 1.00 | \$ | 2,000.00 | | \$ | - | |
| 10. | 4 inch perf. PVC U-Drain | LF | 100 | \$ | 20.00 | \$ | 2,000.00 | | \$ | - | | \$ | - | | \$ | - | 100.00 | \$ | 2,000.00 | |
| 11. | Amended Soil | 2.60 CY | 214 | \$ | 8.00 | \$ | 1,712.00 | | \$ | - | | \$ | - | | \$ | - | 214.00 | \$ | 1,712.00 | |
| 12. | AASHTO #3 | 3.00 CY | 322 | \$ | 5.00 | \$ | 1,610.00 | | \$ | - | | \$ | - | | \$ | - | 322.00 | \$ | 1,610.00 | |
| 13. | Geotextile | 337 SF | 6,801 | \$ | 0.25 | \$ | 1,700.25 | | \$ | - | | \$ | - | | \$ | - | 6,801.00 | \$ | 1,700.25 | |
| 14. | Bio-Retention Seeding (ERNMX-180) | SF | 2,895 | \$ | 0.15 | \$ | 434.25 | | \$ | - | | \$ | - | | \$ | - | 2,895.00 | \$ | 434.25 | |
| <u>Bio-Retention Area BIO 2</u> | | | | | | | | | | | | | | | | | | | | |
| 15. | 2 x 2 Inlet | 800 SF | EA | 1 | \$ | 1,500.00 | \$ | 1,500.00 | | \$ | - | 1.00 | \$ | 1,500.00 | 1.00 | \$ | 1,500.00 | | \$ | - |
| 16. | 4 inch perf. PVC U-Drain | | LF | 35 | \$ | 20.00 | \$ | 700.00 | | \$ | - | | \$ | - | | \$ | - | 35.00 | \$ | 700.00 |
| 17. | 4 inch PVC | | LF | 82 | \$ | 20.00 | \$ | 1,640.00 | | \$ | - | | \$ | - | | \$ | - | 82.00 | \$ | 1,640.00 |
| 18. | Amended Soil | 2.25 CY | CY | 67 | \$ | 8.00 | \$ | 536.00 | | \$ | - | | \$ | - | | \$ | - | 67.00 | \$ | 536.00 |
| 19. | Bio-Retention Seeding (ERNMX-180) | | SF | 800 | \$ | 5.00 | \$ | 4,000.00 | | \$ | - | | \$ | - | | \$ | - | 800.00 | \$ | 4,000.00 |



ESCROW RELEASE NO.: 2
DATE PREPARED: 21-Jan-2020

| | | |
|---|---|--|
| PROJECT NAME: Meadows at Parkview | TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 | MONTGOMERY TOWNSHIP |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | TOWNSHIP NO.: LDS-679 |
| ESCROW AGENT: International Fidelity Insurance Company | | G&A PROJECT NO.: 2015-01173 |
| TYPE OF SECURITY: Performance Bond | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | AGREEMENT DATE: 31-Jul-2019 |
| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | | |
| | TOTAL COST | RELEASE REQUESTS |
| | | CURRENT PRIOR TOTAL |
| CONSTRUCTION | \$1,442,592.05 | \$ 268,555.00 \$ 315,305.00 \$ 583,860.00 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - \$ - \$ - |
| CONTINGENCY (10%) | \$ 144,259.21 | \$ - \$ - \$ - |
| TOTAL | \$ 1,586,851.26 | \$ 268,555.00 \$ 315,305.00 \$ 583,860.00 |
| | | BALANCE |
| | | \$ 658,732.05 |
| | | \$ - |
| | | \$ 144,259.21 |
| | | \$ 1,002,991.26 |

| CONSTRUCTION ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | | PRIOR REQUESTS | | TOTAL REQUESTS (incl. current release) | | AVAILABLE FOR RELEASE (incl. current release) | |
|---------------------------------------|----------|----------|-------------|-------------|-----------------|------|----------------|-------------|---|-------------|--|-------------|
| | | | | | QTY | COST | QTY | COST | QTY | COST | QTY | COST |
| Bio-Retention Area BIO 3 | 2,760 SF | | | | | | | | | | | |
| 20. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | 1.00 | \$ 2,000.00 | 1.00 | \$ 2,000.00 | | \$ - |
| 21. 4 inch perf. PVC U-Drain | LF | 65 | \$ 20.00 | \$ 1,300.00 | | \$ - | | \$ - | | \$ - | 65.00 | \$ 1,300.00 |
| 22. DW Endwall | EA | 1 | \$ 1,350.00 | \$ 1,350.00 | | \$ - | 1.00 | \$ 1,350.00 | 1.00 | \$ 1,350.00 | | \$ - |
| 23. R-4 Rip rap | LS | 1 | \$ 775.00 | \$ 775.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 775.00 |
| 24. Amended Soil | CY | 204 | \$ 8.00 | \$ 1,632.00 | | \$ - | | \$ - | | \$ - | 204.00 | \$ 1,632.00 |
| 25. Bio-Retention Seeding (ERNMX-180) | SF | 2,760 | \$ 0.15 | \$ 414.00 | | \$ - | | \$ - | | \$ - | 2,760.00 | \$ 414.00 |
| Bio-Retention Area BIO 4 | 525 SF | | | | | | | | | | | |
| 26. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 2,000.00 |
| 27. 4 inch perf. PVC U-Drain | LF | 35 | \$ 20.00 | \$ 700.00 | | \$ - | | \$ - | | \$ - | 35.00 | \$ 700.00 |
| 28. Amended Soil | CY | 42 | \$ 8.00 | \$ 336.00 | | \$ - | | \$ - | | \$ - | 42.00 | \$ 336.00 |
| 29. Bio-Retention Seeding (ERNMX-180) | SF | 525 | \$ 0.15 | \$ 78.75 | | \$ - | | \$ - | | \$ - | 525.00 | \$ 78.75 |
| Bio-Retention Area BIO 5 | 650 SF | | | | | | | | | | | |
| 30. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | 1.00 | \$ 2,000.00 | 1.00 | \$ 2,000.00 | | \$ - |
| 31. 4 inch perf. PVC U-Drain | LF | 30 | \$ 20.00 | \$ 600.00 | | \$ - | | \$ - | | \$ - | 30.00 | \$ 600.00 |
| 32. Amended Soil | CY | 48 | \$ 8.00 | \$ 384.00 | | \$ - | | \$ - | | \$ - | 48.00 | \$ 384.00 |
| 33. AASHTO #3 | CY | 48 | \$ 5.00 | \$ 240.00 | | \$ - | | \$ - | | \$ - | 48.00 | \$ 240.00 |
| 34. Geotextile | SF | 1,526 | \$ 0.25 | \$ 381.50 | | \$ - | | \$ - | | \$ - | 1,526.00 | \$ 381.50 |
| 35. Bio-Retention Seeding (ERNMX-180) | SF | 650 | \$ 0.15 | \$ 97.50 | | \$ - | | \$ - | | \$ - | 650.00 | \$ 97.50 |
| Bio-Retention Area BIO 6 | 590 SF | | | | | | | | | | | |
| 36. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 2,000.00 |
| 37. 4 inch perf. PVC U-Drain | LF | 35 | \$ 20.00 | \$ 700.00 | | \$ - | | \$ - | | \$ - | 35.00 | \$ 700.00 |
| 38. Amended Soil | CY | 44 | \$ 8.00 | \$ 352.00 | | \$ - | | \$ - | | \$ - | 44.00 | \$ 352.00 |
| 39. AASHTO #3 | CY | 38 | \$ 5.00 | \$ 190.00 | | \$ - | | \$ - | | \$ - | 38.00 | \$ 190.00 |
| 40. Geotextile | SF | 1,374 | \$ 0.25 | \$ 343.50 | | \$ - | | \$ - | | \$ - | 1,374.00 | \$ 343.50 |
| 41. Bio-Retention Seeding (ERNMX-180) | SF | 590 | \$ 0.15 | \$ 88.50 | | \$ - | | \$ - | | \$ - | 590.00 | \$ 88.50 |
| Bio-Retention Area BIO 7 | 560 SF | | | | | | | | | | | |
| 42. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | 1.00 | \$ 2,000.00 | 1.00 | \$ 2,000.00 | | \$ - |
| 43. 4 inch perf. PVC U-Drain | LF | 25 | \$ 20.00 | \$ 500.00 | | \$ - | | \$ - | | \$ - | 25.00 | \$ 500.00 |
| 44. Amended Soil | CY | 43 | \$ 8.00 | \$ 344.00 | | \$ - | | \$ - | | \$ - | 43.00 | \$ 344.00 |
| 45. Bio-Retention Seeding (ERNMX-180) | SF | 580 | \$ 0.15 | \$ 87.00 | | \$ - | | \$ - | | \$ - | 580.00 | \$ 87.00 |
| Bio-Retention Area BIO 8 | 612 SF | | | | | | | | | | | |
| 46. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 2,000.00 |
| 47. 4 inch perf. PVC U-Drain | LF | 30 | \$ 20.00 | \$ 600.00 | | \$ - | | \$ - | | \$ - | 30.00 | \$ 600.00 |
| 48. Amended Soil | CY | 60 | \$ 8.00 | \$ 480.00 | | \$ - | | \$ - | | \$ - | 60.00 | \$ 480.00 |
| 49. AASHTO #3 | CY | 68 | \$ 5.00 | \$ 340.00 | | \$ - | | \$ - | | \$ - | 68.00 | \$ 340.00 |
| 50. Geotextile | SF | 1,883 | \$ 0.25 | \$ 470.75 | | \$ - | | \$ - | | \$ - | 1,883.00 | \$ 470.75 |
| 51. Bio-Retention Seeding (ERNMX-180) | SF | 612 | \$ 0.15 | \$ 121.80 | | \$ - | | \$ - | | \$ - | 612.00 | \$ 121.80 |
| Bio-Retention Area BIO 9 | 3,440 SF | | | | | | | | | | | |
| 52. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 2,000.00 |
| 53. 4 inch perf. PVC U-Drain | LF | 35 | \$ 20.00 | \$ 700.00 | | \$ - | | \$ - | | \$ - | 35.00 | \$ 700.00 |
| 54. Amended Soil | CY | 255 | \$ 8.00 | \$ 2,040.00 | | \$ - | | \$ - | | \$ - | 255.00 | \$ 2,040.00 |
| 55. Bio-Retention Seeding (ERNMX-180) | SF | 3,440 | \$ 0.15 | \$ 516.00 | | \$ - | | \$ - | | \$ - | 3,440.00 | \$ 516.00 |



ESCROW RELEASE NO.: 2
DATE PREPARED: 21-Jan-2020

| | | | | | |
|---|------------------------|--|-------------------------|--|------------------------|
| PROJECT NAME: Meadows at Parkview | | TOTAL ENG/INS/LEGAL (CASH ESCROW): \$ 45,000.00 | | MONTGOMERY TOWNSHIP | |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | | TOWNSHIP NO.: LDS-679 | |
| ESCROW AGENT: International Fidelity Insurance Company | | | | G&A PROJECT NO.: 2015-01173 | |
| TYPE OF SECURITY: Performance Bond | | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | | AGREEMENT DATE: 31-Jul-2019 | |
| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | | TOTAL COST | RELEASE REQUESTS | | |
| | | CURRENT | PRIOR | TOTAL | BALANCE |
| CONSTRUCTION | \$ 1,442,592.05 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 858,732.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - | \$ - | \$ - | \$ - |
| CONTINGENCY (10%) | \$ 144,259.21 | \$ - | \$ - | \$ - | \$ 144,259.21 |
| TOTAL | \$ 1,586,851.26 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 1,002,991.26 |

| CONSTRUCTION ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | | PRIOR REQUESTS | | TOTAL REQUESTS (incl. current release) | | AVAILABLE FOR RELEASE (incl. current release) | |
|--|------|----------|--------------|---------------|-----------------|--------------|----------------|--------------|---|--------------|--|---------------|
| | | | | | QTY | COST | QTY | COST | QTY | COST | QTY | COST |
| Infiltration Trench A | SF | 1,460.00 | | | | | | | | | | |
| 56. 18 inch perf. HDPE | LF | 95 | \$ 43.00 | \$ 4,085.00 | | \$ - | | \$ - | | \$ - | 95.00 | \$ 4,085.00 |
| 57. 18 inch HDPE 45 deg. | EA | 3 | \$ 75.00 | \$ 225.00 | | \$ - | | \$ - | | \$ - | 3.00 | \$ 225.00 |
| 58. 6 inch HDPE | LF | 32 | \$ 20.00 | \$ 640.00 | | \$ - | | \$ - | | \$ - | 32.00 | \$ 640.00 |
| 59. 6 inch HDPE 45 deg. | EA | 1 | \$ 40.00 | \$ 40.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 40.00 |
| 60. Clean, Uniform Coarse Aggregate | CY | 135 | \$ 5.00 | \$ 675.00 | | \$ - | | \$ - | | \$ - | 135.00 | \$ 675.00 |
| 61. Geotextile | SF | 3,433 | \$ 0.25 | \$ 858.25 | | \$ - | | \$ - | | \$ - | 3,433.00 | \$ 858.25 |
| 62. Amended Soil | CY | 81 | \$ 8.00 | \$ 648.00 | | \$ - | | \$ - | | \$ - | 81.00 | \$ 648.00 |
| Extended Detention Trench 1 | SF | 1,420 | | | | | | | | | | |
| 63. 8 inch perf. HDPE | LF | 1,353 | \$ 25.00 | \$ 33,825.00 | | \$ - | | \$ - | | \$ - | 1,353.00 | \$ 33,825.00 |
| 64. Clean, Uniform Coarse Aggregate | CY | 228 | \$ 5.00 | \$ 1,140.00 | | \$ - | | \$ - | | \$ - | 228.00 | \$ 1,140.00 |
| 65. Geotextile | SF | 304.00 | \$ 0.25 | \$ 1,039.00 | | \$ - | | \$ - | | \$ - | 4,156.00 | \$ 1,039.00 |
| 66. Amended Soil | CY | 131 | \$ 8.00 | \$ 1,048.00 | | \$ - | | \$ - | | \$ - | 131.00 | \$ 1,048.00 |
| Convert Basin A from E&S | | | | | | | | | | | | |
| 67. Earthworks (dredge, grade) | SF | 109,000 | \$ 2.20 | \$ 239,800.00 | | \$ - | | \$ - | | \$ - | 109,000.00 | \$ 239,800.00 |
| 68. Convert OCS | LS | 1 | \$ 7,500.00 | \$ 7,500.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 7,500.00 |
| 69. WQ Spillway | LF | 75 | \$ 55.00 | \$ 4,125.00 | | \$ - | | \$ - | | \$ - | 75.00 | \$ 4,125.00 |
| 70. Permanent Vegetation | SF | 190,000 | \$ 0.15 | \$ 28,500.00 | | \$ - | | \$ - | | \$ - | 190,000.00 | \$ 28,500.00 |
| 71. Basin As-Built | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 10,000.00 |
| D. SANITARY SEWER | | | | | | | | | | | | |
| 1. 8 inch SDR35 PVC | LF | 1,500 | \$ 30.00 | \$ 45,000.00 | | \$ - | 1,500.00 | \$ 45,000.00 | 1,500.00 | \$ 45,000.00 | | \$ - |
| 2. 6 inch SDR35 PVC - House Laterals/Connection/Cleanout | EA | 42 | \$ 700.00 | \$ 29,400.00 | | \$ - | 42.00 | \$ 29,400.00 | 42.00 | \$ 29,400.00 | | \$ - |
| 3. Manholes | EA | 12 | \$ 3,000.00 | \$ 36,000.00 | | \$ - | 12.00 | \$ 36,000.00 | 12.00 | \$ 36,000.00 | | \$ - |
| 4. Flush & televise 8 inch main | LF | 1,500 | \$ 3.00 | \$ 4,500.00 | | \$ - | | \$ - | | \$ - | 1,500.00 | \$ 4,500.00 |
| E. SITE IMPROVEMENTS | | | | | | | | | | | | |
| 1. Belgian Block Curb | LF | 3,208 | \$ 14.00 | \$ 44,912.00 | 2,208.00 | \$ 30,912.00 | 1,000.00 | \$ 14,000.00 | 3,208.00 | \$ 44,912.00 | | \$ - |
| 2. Depressed Belgian Block Curb (inc. 2 - #5 rebar) | EA | 42 | \$ 400.00 | \$ 16,800.00 | 29.00 | \$ 11,600.00 | 13.00 | \$ 5,200.00 | 42.00 | \$ 16,800.00 | | \$ - |
| 3. Concrete Sidewalk (5 ft wide, inc. stone) | SF | 7,187 | \$ 7.00 | \$ 50,309.00 | | \$ - | | \$ - | | \$ - | 7,187.00 | \$ 50,309.00 |
| 4. Concrete Apron (5 ft wide, inc. stone & WWF) | EA | 13 | \$ 1,310.00 | \$ 17,030.00 | | \$ - | | \$ - | | \$ - | 13.00 | \$ 17,030.00 |
| 5. ADA/PennDOT Compliant Ramp (inc. DWS) | EA | 10 | \$ 4,000.00 | \$ 40,000.00 | | \$ - | | \$ - | | \$ - | 10.00 | \$ 40,000.00 |
| 6. Road - Fine Grade | SY | 5,000 | \$ 1.00 | \$ 5,000.00 | 3,600.00 | \$ 3,600.00 | 1,400.00 | \$ 1,400.00 | 5,000.00 | \$ 5,000.00 | | \$ - |
| 7. Road - 2A Modified Stone Base, 3 in. Depth | SY | 5,000 | \$ 3.00 | \$ 15,000.00 | 3,600.00 | \$ 10,800.00 | 1,400.00 | \$ 4,200.00 | 5,000.00 | \$ 15,000.00 | | \$ - |
| 8. Road - 25mm Base Course, 5 in. Depth | SY | 5,000 | \$ 15.00 | \$ 75,000.00 | 3,600.00 | \$ 54,000.00 | 1,400.00 | \$ 21,000.00 | 5,000.00 | \$ 75,000.00 | | \$ - |
| 9. Road - Sweep & Tack Coat | SY | 5,000 | \$ 0.25 | \$ 1,250.00 | | \$ - | | \$ - | | \$ - | 5,000.00 | \$ 1,250.00 |
| 10. Road - 9.5mm Wearing Course, 1.5 in. Depth | SY | 5,000 | \$ 8.50 | \$ 42,500.00 | | \$ - | | \$ - | | \$ - | 5,000.00 | \$ 42,500.00 |
| 11. Enclave Blvd. - Mill, Tack, & Overlay (SR309 to Destiny Way) | SY | 1,260 | \$ 31.00 | \$ 39,060.00 | | \$ - | | \$ - | | \$ - | 1,260.00 | \$ 39,060.00 |



ESCROW RELEASE NO.: 2
DATE PREPARED: 21-Jan-2020

| | | |
|--|---|-----------------------------|
| PROJECT NAME: Meadows at Parkview | TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 | MONTGOMERY TOWNSHIP |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | TOWNSHIP NO.: LDS-679 |
| ESCROW AGENT: International Fidelity Insurance Company | | G&A PROJECT NO.: 2015-01173 |
| TYPE OF SECURITY: Performance Bond | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | AGREEMENT DATE: 31-Jul-2019 |

| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | TOTAL COST | RELEASE REQUESTS | | | BALANCE |
|---|------------------------|----------------------|----------------------|----------------------|------------------------|
| | | CURRENT | PRIOR | TOTAL | |
| CONSTRUCTION | \$1,442,592.05 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 858,732.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - | \$ - | \$ - | \$ - |
| CONTINGENCY (10%) | \$ 144,259.21 | \$ - | \$ - | \$ - | \$ 144,259.21 |
| TOTAL | \$ 1,586,851.26 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 1,002,991.26 |

| CONSTRUCTION ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | | PRIOR REQUESTS | | TOTAL REQUESTS (incl. current release) | | AVAILABLE FOR RELEASE (incl. current release) | |
|---|------|----------|-----------|--------------|-----------------|------|----------------|--------------|--|--------------|---|--------------|
| | | | | | QTY | COST | QTY | COST | QTY | COST | QTY | COST |
| F. LANDSCAPING | | | | | | | | | | | | |
| Buffer Plantings, Shade Trees (3 - 3.5 inch cal.) | | | | | | | | | | | | |
| 1. Acer saccharum (Sugar Maple) | EA | 7 | \$ 600.00 | \$ 4,200.00 | | \$ - | | \$ - | | \$ - | 7.00 | \$ 4,200.00 |
| 2. Quercus coccinea (Scarlet Oak) | EA | 8 | \$ 600.00 | \$ 4,800.00 | | \$ - | | \$ - | | \$ - | 8.00 | \$ 4,800.00 |
| 3. Liquidambar styraciflua (Sweetgum) | EA | 8 | \$ 600.00 | \$ 4,800.00 | | \$ - | | \$ - | | \$ - | 8.00 | \$ 4,800.00 |
| 4. Nyssa sylvatica (Black Gum) | EA | 7 | \$ 600.00 | \$ 4,200.00 | | \$ - | | \$ - | | \$ - | 7.00 | \$ 4,200.00 |
| Buffer Plantings, Deciduous Shrubs (30 inch min.) | | | | | | | | | | | | |
| 5. Itea virginica (Virginia Sweetspire) | EA | 22 | \$ 90.00 | \$ 1,980.00 | | \$ - | | \$ - | | \$ - | 22.00 | \$ 1,980.00 |
| 6. Viburnum trilobum (American Cranberry Viburnum) | EA | 22 | \$ 90.00 | \$ 1,980.00 | | \$ - | | \$ - | | \$ - | 22.00 | \$ 1,980.00 |
| Buffer Plantings, Evergreen Shrubs (24 inch min.) | | | | | | | | | | | | |
| 7. Hex glabra (Inkberry Holly) | EA | 16 | \$ 90.00 | \$ 1,440.00 | | \$ - | | \$ - | | \$ - | 16.00 | \$ 1,440.00 |
| Street Trees (3 - 3.5 inch cal.) | | | | | | | | | | | | |
| 8. Acer saccharum (Sugar Maple) | EA | 21 | \$ 600.00 | \$ 12,600.00 | | \$ - | | \$ - | | \$ - | 21.00 | \$ 12,600.00 |
| 9. Tilia cordata (Little Leaf Linden) | EA | 20 | \$ 600.00 | \$ 12,000.00 | | \$ - | | \$ - | | \$ - | 20.00 | \$ 12,000.00 |
| 10. Quercus borealis (Northern Red Oak) | EA | 20 | \$ 600.00 | \$ 12,000.00 | | \$ - | | \$ - | | \$ - | 20.00 | \$ 12,000.00 |
| Individual Lot Planting, Shade Trees (3 - 3.5 inch cal.) | | | | | | | | | | | | |
| 11. Quercus palustris (Pin Oak) | EA | 14 | \$ 600.00 | \$ 8,400.00 | | \$ - | | \$ - | | \$ - | 14.00 | \$ 8,400.00 |
| 12. Quercus bicolor (Swamp White Oak) | EA | 14 | \$ 600.00 | \$ 8,400.00 | | \$ - | | \$ - | | \$ - | 14.00 | \$ 8,400.00 |
| 13. Nyssa sylvatica (Black Gum) | EA | 14 | \$ 600.00 | \$ 8,400.00 | | \$ - | | \$ - | | \$ - | 14.00 | \$ 8,400.00 |
| Individual Lot Planting, Ornamental Trees (2.5 inch cal.) | | | | | | | | | | | | |
| 14. Betula nigra (River Birch) | EA | 28 | \$ 400.00 | \$ 11,200.00 | | \$ - | | \$ - | | \$ - | 28.00 | \$ 11,200.00 |
| 15. Cornus florida (Flowering Dogwood) | EA | 28 | \$ 400.00 | \$ 11,200.00 | | \$ - | | \$ - | | \$ - | 28.00 | \$ 11,200.00 |
| 16. Magnolia virginiana (Sweetbay Magnolia) | EA | 28 | \$ 400.00 | \$ 11,200.00 | | \$ - | | \$ - | | \$ - | 28.00 | \$ 11,200.00 |
| Bio-Retention Plantings, Ornamental Trees (2.5 inch cal.) | | | | | | | | | | | | |
| 17. Amelanchier canadensis (Shadbush Serviceberry) | EA | 6 | \$ 400.00 | \$ 2,400.00 | | \$ - | | \$ - | | \$ - | 6.00 | \$ 2,400.00 |
| 18. Betula nigra (River Birch) | EA | 5 | \$ 400.00 | \$ 2,000.00 | | \$ - | | \$ - | | \$ - | 5.00 | \$ 2,000.00 |
| Bio-Retention Plantings, Shrubs (30 inch min.) | | | | | | | | | | | | |
| 19. Hex glabra (Inkberry) | EA | 28 | \$ 90.00 | \$ 2,520.00 | | \$ - | | \$ - | | \$ - | 28.00 | \$ 2,520.00 |
| 20. Ilex verticillata (Winterberry Holly) | EA | 31 | \$ 90.00 | \$ 2,790.00 | | \$ - | | \$ - | | \$ - | 31.00 | \$ 2,790.00 |
| 21. Myrica pensylvanica (Northern Bayberry) | EA | 32 | \$ 90.00 | \$ 2,880.00 | | \$ - | | \$ - | | \$ - | 32.00 | \$ 2,880.00 |
| Parking Lot Plantings (3 - 3.5 inch cal.) | | | | | | | | | | | | |
| 22. Nyssa sylvatica (Black Gum) | EA | 2 | \$ 600.00 | \$ 1,200.00 | | \$ - | | \$ - | | \$ - | 2.00 | \$ 1,200.00 |
| Replacement Evergreen Trees (8 - 10 feet ht.) | | | | | | | | | | | | |
| 23. Abies concolor (White Fir) | EA | 29 | \$ 550.00 | \$ 15,950.00 | | \$ - | 28.00 | \$ 15,400.00 | 28.00 | \$ 15,400.00 | 1.00 | \$ 550.00 |
| 24. Picea abies excelsa (Norway Spruce) | EA | 28 | \$ 550.00 | \$ 15,400.00 | | \$ - | 26.00 | \$ 14,300.00 | 26.00 | \$ 14,300.00 | 2.00 | \$ 1,100.00 |
| 25. Pseudotsuga menziesii (Douglas Fir) | EA | 32 | \$ 550.00 | \$ 17,600.00 | | \$ - | 32.00 | \$ 17,600.00 | 32.00 | \$ 17,600.00 | | \$ - |



ESCROW RELEASE NO.: 2
DATE PREPARED: 21-Jan-2020

| | | |
|--|---|-----------------------------|
| PROJECT NAME: Meadows at Parkview | TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 | MONTGOMERY TOWNSHIP |
| DEVELOPER: Toll Mid-Atlantic L.P., Company, Inc. | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | TOWNSHIP NO.: LDS-679 |
| ESCROW AGENT: International Fidelity Insurance Company | | G&A PROJECT NO.: 2015-01173 |
| TYPE OF SECURITY: Performance Bond | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | AGREEMENT DATE: 31-Jul-2019 |

| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | TOTAL COST | RELEASE REQUESTS | | | BALANCE |
|---|------------------------|----------------------|----------------------|----------------------|------------------------|
| | | CURRENT | PRIOR | TOTAL | |
| CONSTRUCTION | \$1,442,592.05 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 858,732.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - | \$ - | \$ - | \$ - |
| CONTINGENCY (10%) | \$ 144,259.21 | \$ - | \$ - | \$ - | \$ 144,259.21 |
| TOTAL | \$ 1,586,851.26 | \$ 268,555.00 | \$ 315,305.00 | \$ 583,860.00 | \$ 1,002,991.26 |

| CONSTRUCTION ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | | PRIOR REQUESTS | | TOTAL REQUESTS (incl. current release) | | AVAILABLE FOR RELEASE (incl. current release) | |
|--|------|----------|---------------|---------------|-----------------|------|----------------|-------------|--|-------------|---|---------------|
| | | | | | QTY | COST | QTY | COST | QTY | COST | QTY | COST |
| G. MISCELLANEOUS | | | | | | | | | | | | |
| 1. Construction Stakeout | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | | \$ - | 0.50 | \$ 7,500.00 | 0.50 | \$ 7,500.00 | 0.50 | \$ 7,500.00 |
| 2. Cluster Mailbox | EA | 1 | \$ 500.00 | \$ 500.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 500.00 |
| 3. Regulatory & Warning Signs | EA | 9 | \$ 250.00 | \$ 2,250.00 | | \$ - | | \$ - | | \$ - | 9.00 | \$ 2,250.00 |
| 4. Street Lights (includes 1 spare) | EA | 7 | \$ 3,500.00 | \$ 24,500.00 | | \$ - | | \$ - | | \$ - | 7.00 | \$ 24,500.00 |
| 5. Pavement Markings | LS | 1 | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 1,000.00 |
| 6. As-Built Plans | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 15,000.00 |
| H. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$509(h) | | | | | | | | | | | | |
| 1. 10% Annual Construction Cost Increase (Balance as of MM/DD/YYYY = \$X.XX) | LS | | \$ - | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| I. CONTINGENCY | | | | | | | | | | | | |
| 1. 10% Contingency (Released upon certification of completion and receipt of Maintenance Bond) | LS | 1 | \$ 144,259.21 | \$ 144,259.21 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 144,259.21 |

NOTES:
2019-08-06 Initial construction cost issued for Land Development Agreement.

Total Request = \$271,555.00

ESCROW RELEASE NO.: 1
DATE PREPARED: 1/3/2020

DEVELOPER REQUEST

| | | | | | | |
|---|--|---|------------------|-----------------------------|---------------|----------------|
| PROJECT NAME: Meadows at Parkview | | TOTAL ENGINEERING (CASH ESCROW): \$ 45,000.00 | | MONTGOMERY TOWNSHIP | | |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | | TOWNSHIP NO.: LDB-678 | | |
| ESCROW AGENT: International Fidelity Insurance Company | | | | G&A PROJECT NO.: 2015-01173 | | |
| TYPE OF SECURITY: Performance Bond | | MAINTENANCE BOND AMOUNT (15%): \$ 216,386.81 | | AGREEMENT DATE: 31-Jul-2019 | | |
| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | | TOTAL COST | RELEASE REQUESTS | | | BALANCE |
| | | | CURRENT | PRIOR | TOTAL | |
| CONSTRUCTION | | \$1,442,592.05 | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$1,127,287.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| CONTINGENCY (10%) | | \$ 144,259.21 | \$ - | \$ - | \$ - | \$ 144,259.21 |
| TOTAL | | \$ 1,586,851.26 | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$1,271,546.26 |

| CONSTRUCTION ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | PRIOR REQUESTS | TOTAL REQUESTS (incl. current release) | AVAILABLE FOR RELEASE (incl. current release) |
|---|------|----------|--------------|--------------|--------------------|----------------|--|---|
| | | | | | QTY COST | QTY COST | QTY COST | QTY COST |
| A. SOIL EROSION AND SEDIMENT CONTROL | | | | | | | | |
| 1. Construction Entrance | EA | 1 | \$ 2,500.00 | \$ 2,500.00 | 1.00 \$ 2,500.00 | \$ - | 1.00 \$ 2,500.00 | \$ - |
| 2. 12 inch Filter Sock | LF | 600 | \$ 3.95 | \$ 2,370.00 | 600.00 \$ 2,370.00 | \$ - | 600.00 \$ 2,370.00 | \$ - |
| 3. Silt Fence | LF | 200 | \$ 2.00 | \$ 400.00 | 200.00 \$ 400.00 | \$ - | 200.00 \$ 400.00 | \$ - |
| 4. Tree Protection Fence | LF | 1,600 | \$ 2.00 | \$ 3,200.00 | \$ - | \$ - | \$ - | 1,600.00 \$ 3,200.00 |
| 5. Inlet Protection | EA | 19 | \$ 115.00 | \$ 2,185.00 | 19.00 \$ 2,185.00 | \$ - | 19.00 \$ 2,185.00 | \$ - |
| 6. Temporary Seeding | SF | 300,000 | \$ 0.04 | \$ 12,000.00 | \$ - | \$ - | \$ - | 300,000.00 \$ 12,000.00 |
| 7. Remove E&S Measures | LS | 1 | \$ 2,300.00 | \$ 2,300.00 | \$ - | \$ - | \$ - | 1.00 \$ 2,300.00 |
| B. EARTHWORK | | | | | | | | |
| 1. Site Grading | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | 0.25 \$ 2,500.00 | \$ - | 0.25 \$ 2,500.00 | 0.75 \$ 7,500.00 |
| 2. Cut to Fill | LS | 1 | \$ 30,000.00 | \$ 30,000.00 | 0.25 \$ 7,500.00 | \$ - | 0.25 \$ 7,500.00 | 0.75 \$ 22,500.00 |
| 3. Retaining Wall | SF | 700 | \$ 45.00 | \$ 31,500.00 | \$ - | \$ - | \$ - | 700.00 \$ 31,500.00 |
| 4. Fall Protection Fence | LF | 95 | \$ 40.00 | \$ 3,800.00 | \$ - | \$ - | \$ - | 95.00 \$ 3,800.00 |
| 5. Topsoil Return (inc. soil amendment) | CY | 4,000 | \$ 7.00 | \$ 28,000.00 | \$ - | \$ - | \$ - | 4,000.00 \$ 28,000.00 |
| C. STORMWATER | | | | | | | | |
| Storm Sewer | | | | | | | | |
| 1. 15 in. HDPE (inc. PennDOT 2B backfill) | LF | 1,102 | \$ 48.00 | \$ 52,896.00 | \$ - | \$ - | \$ - | 1,102.00 \$ 52,896.00 |
| 2. 16 in. HDPE (inc. PennDOT 2B backfill) | LF | 640 | \$ 60.00 | \$ 38,400.00 | \$ - | \$ - | \$ - | 640.00 \$ 38,400.00 |
| 3. 24 in. HDPE (inc. PennDOT 2B backfill) | LF | 217 | \$ 71.00 | \$ 15,407.00 | \$ - | \$ - | \$ - | 217.00 \$ 15,407.00 |
| 4. 30 in. HDPE (inc. PennDOT 2B backfill) | LF | 311 | \$ 90.00 | \$ 27,990.00 | \$ - | \$ - | \$ - | 311.00 \$ 27,990.00 |
| 5. 36 in. HDPE (inc. PennDOT 2B backfill) | LF | 190 | \$ 105.00 | \$ 19,950.00 | \$ - | \$ - | \$ - | 190.00 \$ 19,950.00 |
| 6. Type M Inlet | EA | 7 | \$ 2,000.00 | \$ 14,000.00 | 7.00 \$ 14,000.00 | \$ - | 7.00 \$ 14,000.00 | \$ - |
| 7. Type C Inlet | EA | 21 | \$ 2,000.00 | \$ 42,000.00 | 21.00 \$ 42,000.00 | \$ - | 21.00 \$ 42,000.00 | \$ - |
| 8. Manhole | EA | 8 | \$ 2,500.00 | \$ 20,000.00 | 8.00 \$ 20,000.00 | \$ - | 8.00 \$ 20,000.00 | \$ - |
| Bio-Retention Area BIO 1 | | | | | | | | |
| 9. Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | 1.00 \$ 2,000.00 | \$ - | 1.00 \$ 2,000.00 | \$ - |
| 10. 4 inch perf. PVC U-Drain | LF | 100 | \$ 20.00 | \$ 2,000.00 | \$ - | \$ - | \$ - | 100.00 \$ 2,000.00 |
| 11. Amended Soil | CY | 214 | \$ 8.00 | \$ 1,712.00 | \$ - | \$ - | \$ - | 214.00 \$ 1,712.00 |
| 12. AASHTO #3 | CY | 322 | \$ 5.00 | \$ 1,610.00 | \$ - | \$ - | \$ - | 322.00 \$ 1,610.00 |
| 13. Geotextile | SF | 6,801 | \$ 0.25 | \$ 1,700.25 | \$ - | \$ - | \$ - | 6,801.00 \$ 1,700.25 |
| 14. Bio-Retention Seeding (ERNMX-100) | SF | 2,695 | \$ 0.15 | \$ 404.25 | \$ - | \$ - | \$ - | 2,695.00 \$ 404.25 |
| Bio-Retention Area BIO 2 | | | | | | | | |
| 15. 2 x 2 Inlet | EA | 1 | \$ 1,500.00 | \$ 1,500.00 | 1.00 \$ 1,500.00 | \$ - | 1.00 \$ 1,500.00 | \$ - |
| 16. 4 inch perf. PVC U-Drain | LF | 35 | \$ 20.00 | \$ 700.00 | \$ - | \$ - | \$ - | 35.00 \$ 700.00 |
| 17. 4 inch PVC | LF | 82 | \$ 20.00 | \$ 1,640.00 | \$ - | \$ - | \$ - | 82.00 \$ 1,640.00 |
| 18. Amended Soil | CY | 87 | \$ 8.00 | \$ 696.00 | \$ - | \$ - | \$ - | 87.00 \$ 696.00 |
| 19. Bio-Retention Seeding (ERNMX-100) | SF | 800 | \$ 5.00 | \$ 4,000.00 | \$ - | \$ - | \$ - | 800.00 \$ 4,000.00 |

ESCROW RELEASE NO.: 1
DATE PREPARED: 1/3/2020

DEVELOPER REQUEST

| | | | | | | | | | |
|--|-----------------------------------|---|----------|------------------|-------------|-----------------------------|----------------|--|---|
| PROJECT NAME: Meadows at Parkview | | TOTAL ENGINE/LEGAL (CASH ESCROW): \$ 45,000.00 | | | | MONTGOMERY TOWNSHIP | | | |
| DEVELOPER: Tall Mid-Atlantic L.P. Company, Inc. | | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | | | | TOWNSHIP NO.: L05-679 | | | |
| ESCROW AGENT: International Fidelity Insurance Company | | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | | | | G&A PROJECT NO.: 2015-01173 | | | |
| TYPE OF SECURITY: Performance Bond | | | | | | AGREEMENT DATE: 31-Jul-2019 | | | |
| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | | TOTAL COST | | RELEASE REQUESTS | | BALANCE | | | |
| | | | | CURRENT | PRIOR | TOTAL | | | |
| CONSTRUCTION | | \$1,442,892.00 | | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$1,127,587.00 | | |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X,XXX) | | \$ - | | \$ - | \$ - | \$ - | \$ - | | |
| CONTINGENCY (10%) | | \$ 144,259.21 | | \$ - | \$ - | \$ - | \$ 144,259.21 | | |
| TOTAL | | \$ 1,586,051.28 | | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$1,271,546.28 | | |
| CONSTRUCTION ITEMS | | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | PRIOR REQUESTS | TOTAL REQUESTS (incl. current release) | AVAILABLE FOR RELEASE (incl. current release) |
| | | | | | | QTY COST | QTY COST | QTY COST | QTY COST |
| Bio-Retention Area BIO 3 | | SF | 2,760 | | | | | | |
| 20. | Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | 1.00 \$ 2,000.00 | \$ - | 1.00 \$ 2,000.00 | \$ - |
| 21. | 4 inch perf. PVC U-Drain | LF | 65 | \$ 20.00 | \$ 1,300.00 | \$ - | \$ - | \$ - | 65.00 \$ 1,300.00 |
| 22. | DW Endwell | EA | 1 | \$ 1,350.00 | \$ 1,350.00 | 1.00 \$ 1,350.00 | \$ - | 1.00 \$ 1,350.00 | \$ - |
| 23. | R-4 Rip rap | LS | 1 | \$ 775.00 | \$ 775.00 | \$ - | \$ - | \$ - | 1.00 \$ 775.00 |
| 24. | Amended Soil | CY | 204 | \$ 8.00 | \$ 1,632.00 | \$ - | \$ - | \$ - | 204.00 \$ 1,632.00 |
| 25. | Bio-Retention Seeding (ERNMX-180) | SF | 2,760 | \$ 0.15 | \$ 414.00 | \$ - | \$ - | \$ - | 2,760.00 \$ 414.00 |
| Bio-Retention Area BIO 4 | | SF | 925 | | | | | | |
| 26. | Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ - | \$ - | \$ - | 1.00 \$ 2,000.00 |
| 27. | 4 inch perf. PVC U-Drain | LF | 35 | \$ 20.00 | \$ 700.00 | \$ - | \$ - | \$ - | 35.00 \$ 700.00 |
| 28. | Amended Soil | CY | 42 | \$ 8.00 | \$ 336.00 | \$ - | \$ - | \$ - | 42.00 \$ 336.00 |
| 29. | Bio-Retention Seeding (ERNMX-180) | SF | 525 | \$ 0.15 | \$ 78.75 | \$ - | \$ - | \$ - | 525.00 \$ 78.75 |
| Bio-Retention Area BIO 5 | | SF | 650 | | | | | | |
| 30. | Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | 1.00 \$ 2,000.00 | \$ - | 1.00 \$ 2,000.00 | \$ - |
| 31. | 4 inch perf. PVC U-Drain | LF | 30 | \$ 20.00 | \$ 600.00 | \$ - | \$ - | \$ - | 30.00 \$ 600.00 |
| 32. | Amended Soil | CY | 48 | \$ 8.00 | \$ 384.00 | \$ - | \$ - | \$ - | 48.00 \$ 384.00 |
| 33. | AASHTO #3 | CY | 48 | \$ 5.00 | \$ 240.00 | \$ - | \$ - | \$ - | 48.00 \$ 240.00 |
| 34. | Geotextile | SF | 1,526 | \$ 0.25 | \$ 381.50 | \$ - | \$ - | \$ - | 1,526.00 \$ 381.50 |
| 35. | Bio-Retention Seeding (ERNMX-180) | SF | 650 | \$ 0.15 | \$ 97.50 | \$ - | \$ - | \$ - | 650.00 \$ 97.50 |
| Bio-Retention Area BIO 6 | | SF | 590 | | | | | | |
| 36. | Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ - | \$ - | \$ - | 1.00 \$ 2,000.00 |
| 37. | 4 inch perf. PVC U-Drain | LF | 35 | \$ 20.00 | \$ 700.00 | \$ - | \$ - | \$ - | 35.00 \$ 700.00 |
| 38. | Amended Soil | CY | 44 | \$ 8.00 | \$ 352.00 | \$ - | \$ - | \$ - | 44.00 \$ 352.00 |
| 39. | AASHTO #3 | CY | 38 | \$ 5.00 | \$ 190.00 | \$ - | \$ - | \$ - | 38.00 \$ 190.00 |
| 40. | Geotextile | SF | 1,374 | \$ 0.25 | \$ 343.50 | \$ - | \$ - | \$ - | 1,374.00 \$ 343.50 |
| 41. | Bio-Retention Seeding (ERNMX-180) | SF | 590 | \$ 0.15 | \$ 88.50 | \$ - | \$ - | \$ - | 590.00 \$ 88.50 |
| Bio-Retention Area BIO 7 | | SF | 605 | | | | | | |
| 42. | Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | 1.00 \$ 2,000.00 | \$ - | 1.00 \$ 2,000.00 | \$ - |
| 43. | 4 inch perf. PVC U-Drain | LF | 25 | \$ 20.00 | \$ 500.00 | \$ - | \$ - | \$ - | 25.00 \$ 500.00 |
| 44. | Amended Soil | CY | 43 | \$ 8.00 | \$ 344.00 | \$ - | \$ - | \$ - | 43.00 \$ 344.00 |
| 45. | Bio-Retention Seeding (ERNMX-180) | SF | 580 | \$ 0.15 | \$ 87.00 | \$ - | \$ - | \$ - | 580.00 \$ 87.00 |
| Bio-Retention Area BIO 8 | | SF | 612 | | | | | | |
| 46. | Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ - | \$ - | \$ - | 1.00 \$ 2,000.00 |
| 47. | 4 inch perf. PVC U-Drain | LF | 30 | \$ 20.00 | \$ 600.00 | \$ - | \$ - | \$ - | 30.00 \$ 600.00 |
| 48. | Amended Soil | CY | 60 | \$ 8.00 | \$ 480.00 | \$ - | \$ - | \$ - | 60.00 \$ 480.00 |
| 49. | AASHTO #3 | CY | 68 | \$ 5.00 | \$ 340.00 | \$ - | \$ - | \$ - | 68.00 \$ 340.00 |
| 50. | Geotextile | SF | 1,863 | \$ 0.25 | \$ 470.75 | \$ - | \$ - | \$ - | 1,863.00 \$ 470.75 |
| 51. | Bio-Retention Seeding (ERNMX-180) | SF | 812 | \$ 0.15 | \$ 121.80 | \$ - | \$ - | \$ - | 812.00 \$ 121.80 |
| Bio-Retention Area BIO 9 | | SF | 3,440 | | | | | | |
| 52. | Type M Inlet | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ - | \$ - | \$ - | 1.00 \$ 2,000.00 |
| 53. | 4 inch perf. PVC U-Drain | LF | 35 | \$ 20.00 | \$ 700.00 | \$ - | \$ - | \$ - | 35.00 \$ 700.00 |
| 54. | Amended Soil | CY | 295 | \$ 8.00 | \$ 2,040.00 | \$ - | \$ - | \$ - | 295.00 \$ 2,040.00 |
| 55. | Bio-Retention Seeding (ERNMX-180) | SF | 3,440 | \$ 0.15 | \$ 516.00 | \$ - | \$ - | \$ - | 3,440.00 \$ 516.00 |

DEVELOPER REQUEST

ESCROW RELEASE NO.: 1
DATE PREPARED: 1/3/2020

| | | |
|---|---|---|
| PROJECT NAME: Meadows at Parkview | TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 | MONTGOMERY TOWNSHIP |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | TOWNSHIP NO.: L05-619 |
| ESCROW AGENT: International Fidelity Insurance Company | | G&A PROJECT NO.: 2015-01173 |
| TYPE OF SECURITY: Performance Bond | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | AGREEMENT DATE: 31-JUL-2019 |
| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | | |
| | TOTAL COST | RELEASE REQUESTS |
| | | CURRENT PRIOR TOTAL BALANCE |
| CONSTRUCTION | \$1,442,582.05 | \$ 515,305.00 \$ - \$ 515,305.00 \$1,127,287.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - \$ - \$ - \$ - |
| CONTINGENCY (10%) | \$ 144,258.21 | \$ - \$ - \$ - \$ 144,258.21 |
| TOTAL | \$ 1,586,851.26 | \$ 515,305.00 \$ - \$ 515,305.00 \$1,271,546.26 |

| CONSTRUCTION ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | PRIOR REQUESTS | TOTAL REQUESTS (incl. current release) | AVAILABLE FOR RELEASE (incl. current release) |
|--|----------|----------|--------------|---------------|-----------------------|----------------|--|---|
| | | | | | QTY COST | QTY COST | QTY COST | QTY COST |
| Infiltration Trench A | 1,452.93 | SF | | | | | | |
| 56. 16 inch perf. HDPE | LF | 95 | \$ 43.00 | \$ 4,085.00 | \$ - | \$ - | \$ - | 95.00 \$ 4,085.00 |
| 57. 16 inch HDPE 45 deg. | EA | 3 | \$ 75.00 | \$ 225.00 | \$ - | \$ - | \$ - | 3.00 \$ 225.00 |
| 58. 6 inch HDPE | LF | 32 | \$ 20.00 | \$ 640.00 | \$ - | \$ - | \$ - | 32.00 \$ 640.00 |
| 59. 6 inch HDPE 45 deg. | EA | 1 | \$ 40.00 | \$ 40.00 | \$ - | \$ - | \$ - | 1.00 \$ 40.00 |
| 60. Clean, Uniform Coarse Aggregate | CY | 135 | \$ 5.00 | \$ 675.00 | \$ - | \$ - | \$ - | 135.00 \$ 675.00 |
| 61. Geotextile | SF | 3,423 | \$ 0.25 | \$ 855.75 | \$ - | \$ - | \$ - | 3,423.00 \$ 855.75 |
| 62. Amended Soil | CY | 81 | \$ 8.00 | \$ 648.00 | \$ - | \$ - | \$ - | 81.00 \$ 648.00 |
| Extended Detention Trench 1 | 1,420 | SF | | | | | | |
| 63. 6 inch perf. HDPE | LF | 1,353 | \$ 25.00 | \$ 33,825.00 | \$ - | \$ - | \$ - | 1,353.00 \$ 33,825.00 |
| 64. Clean, Uniform Coarse Aggregate | CY | 228 | \$ 5.00 | \$ 1,140.00 | \$ - | \$ - | \$ - | 228.00 \$ 1,140.00 |
| 65. Geotextile | SF | 4,156 | \$ 0.25 | \$ 1,039.00 | \$ - | \$ - | \$ - | 4,156.00 \$ 1,039.00 |
| 66. Amended Soil | CY | 131 | \$ 8.00 | \$ 1,048.00 | \$ - | \$ - | \$ - | 131.00 \$ 1,048.00 |
| Convert Basin A from E&S | | | | | | | | |
| 67. Earthworks (dredge, grade) | SF | 109,000 | \$ 2.20 | \$ 239,800.00 | \$ - | \$ - | \$ - | 109,000.00 \$ 239,800.00 |
| 68. Convert OCS | LS | 1 | \$ 7,500.00 | \$ 7,500.00 | \$ - | \$ - | \$ - | 1.00 \$ 7,500.00 |
| 69. WQ Spillway | LF | 75 | \$ 55.00 | \$ 4,125.00 | \$ - | \$ - | \$ - | 75.00 \$ 4,125.00 |
| 70. Permanent Vegetation | SF | 190,000 | \$ 0.15 | \$ 28,500.00 | \$ - | \$ - | \$ - | 190,000.00 \$ 28,500.00 |
| 71. Basin As-Built | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ - | \$ - | \$ - | 1.00 \$ 10,000.00 |
| D. SANITARY SEWER | | | | | | | | |
| 1. 8 inch SDR35 PVC | LF | 1,500 | \$ 30.00 | \$ 45,000.00 | 1,500.00 \$ 45,000.00 | \$ - | 1,500.00 \$ 45,000.00 | \$ - |
| 2. 6 inch SDR35 PVC - House Laterals/Connection/Cleanout | EA | 42 | \$ 700.00 | \$ 29,400.00 | 42.00 \$ 29,400.00 | \$ - | 42.00 \$ 29,400.00 | \$ - |
| 3. Manholes | EA | 12 | \$ 3,000.00 | \$ 36,000.00 | 12.00 \$ 36,000.00 | \$ - | 12.00 \$ 36,000.00 | \$ - |
| 4. Flush & telescope 8 inch main | LF | 1,500 | \$ 3.00 | \$ 4,500.00 | \$ - | \$ - | \$ - | 1,500.00 \$ 4,500.00 |
| E. SITE IMPROVEMENTS | | | | | | | | |
| 1. Belgian Block Curb | LF | 3,208 | \$ 14.00 | \$ 44,912.00 | 1,000.00 \$ 14,000.00 | \$ - | 1,000.00 \$ 14,000.00 | 2,208.00 \$ 30,912.00 |
| 2. Depressed Belgian Block Curb (inc. 2 - #8 rebar) | EA | 42 | \$ 400.00 | \$ 16,800.00 | 13.00 \$ 5,200.00 | \$ - | 13.00 \$ 5,200.00 | 29.00 \$ 11,600.00 |
| 3. Concrete Sidewalk (5 ft wide, inc. stone) | SF | 7,167 | \$ 7.00 | \$ 50,309.00 | \$ - | \$ - | \$ - | 7,107.00 \$ 49,701.00 |
| 4. Concrete Apron (5 ft wide, inc. stone & WWF) | EA | 13 | \$ 1,310.00 | \$ 17,030.00 | \$ - | \$ - | \$ - | 13.00 \$ 17,030.00 |
| 5. ADA/PendDOT Compliant Ramp (inc. DWS) | EA | 10 | \$ 4,000.00 | \$ 40,000.00 | \$ - | \$ - | \$ - | 10.00 \$ 40,000.00 |
| 6. Road - Fine Grade | SY | 5,000 | \$ 1.00 | \$ 5,000.00 | 1,400.00 \$ 1,400.00 | \$ - | 1,400.00 \$ 1,400.00 | 3,600.00 \$ 3,600.00 |
| 7. Road - 2A Modified Stone Base, 3 in. Depth | SY | 5,000 | \$ 3.00 | \$ 15,000.00 | 1,400.00 \$ 4,200.00 | \$ - | 1,400.00 \$ 4,200.00 | 3,600.00 \$ 10,800.00 |
| 8. Road - 25mm Base Course, 5 in. Depth | SY | 5,000 | \$ 15.00 | \$ 75,000.00 | 1,400.00 \$ 21,000.00 | \$ - | 1,400.00 \$ 21,000.00 | 3,600.00 \$ 54,000.00 |
| 9. Road - Sweep & Tack Coat | SY | 5,000 | \$ 0.25 | \$ 1,250.00 | \$ - | \$ - | \$ - | 5,000.00 \$ 1,250.00 |
| 10. Road - 9.5mm Wearing Course, 1.5 in. Depth | SY | 5,000 | \$ 8.50 | \$ 42,500.00 | \$ - | \$ - | \$ - | 5,000.00 \$ 42,500.00 |
| 11. Enclave Blvd. - Mill, Tack, & Overlay (SR309 to Destiny Way) | SY | 1,260 | \$ 31.00 | \$ 39,060.00 | \$ - | \$ - | \$ - | 1,260.00 \$ 39,060.00 |

30,912
-11,600
=19,312
3,600
-10,800
=54,000

DEVELOPER REQUEST

ESCROW RELEASE NO.: 1
DATE PREPARED: 1/3/2020

| | | |
|--|---|-----------------------------|
| PROJECT NAME: Meadows at Parkview | TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 | MONTGOMERY TOWNSHIP |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | TOWNSHIP NO.: LDS-679 |
| ESCROW AGENT: International Fidelity Insurance Company | | G&A PROJECT NO.: 2016-01173 |
| TYPE OF SECURITY: Performance Bond | MAINTENANCE BOND AMOUNT (15%): \$ 218,388.81 | AGREEMENT DATE: 31-Jul-2019 |

| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | | RELEASE REQUESTS | | | |
|---|------------------------|----------------------|-------------|----------------------|------------------------|
| | TOTAL COST | CURRENT | PRIOR | TOTAL | BALANCE |
| CONSTRUCTION | \$1,442,592.05 | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$1,127,287.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - | \$ - | \$ - | \$ - |
| CONTINGENCY (10%) | \$ 144,259.21 | \$ - | \$ - | \$ - | \$ 144,259.21 |
| TOTAL | \$ 1,586,851.26 | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$ 1,271,546.26 |

| CONSTRUCTION ITEMS | | | | | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | | PRIOR REQUESTS | | TOTAL REQUESTS (incl. current release) | | AVAILABLE FOR RELEASE (incl. current release) | | | |
|--|---|----|----|----|--------|----------|-----------|------------|-----------------|-----------|----------------|------|---|-------|--|-----------|----|----------|
| | | | | | | | | | QTY | COST | QTY | COST | QTY | COST | QTY | COST | | |
| F. LANDSCAPING | | | | | | | | | | | | | | | | | | |
| Buffer Plantings, Shade Trees (3 - 3.5 inch cal.) | | | | | | | | | | | | | | | | | | |
| 1. | Acer saccharum (Sugar Maple) | EA | 7 | \$ | 600.00 | \$ | 4,200.00 | \$ | - | \$ | - | \$ | - | 7.00 | \$ | 4,200.00 | | |
| 2. | Quercus coccinea (Scarlet Oak) | EA | 8 | \$ | 600.00 | \$ | 4,800.00 | \$ | - | \$ | - | \$ | - | 8.00 | \$ | 4,800.00 | | |
| 3. | Liquidambar styraciflua (Sweetgum) | EA | 8 | \$ | 600.00 | \$ | 4,800.00 | \$ | - | \$ | - | \$ | - | 8.00 | \$ | 4,800.00 | | |
| 4. | Nyssa sylvatica (Black Gum) | EA | 7 | \$ | 600.00 | \$ | 4,200.00 | \$ | - | \$ | - | \$ | - | 7.00 | \$ | 4,200.00 | | |
| Buffer Plantings, Deciduous Shrubs (30 inch min.) | | | | | | | | | | | | | | | | | | |
| 5. | Ilex virginica (Virginia Sweetpire) | EA | 22 | \$ | 90.00 | \$ | 1,980.00 | \$ | - | \$ | - | \$ | - | 22.00 | \$ | 1,980.00 | | |
| 6. | Viburnum trilobum (American Cranberry Viburnum) | EA | 22 | \$ | 90.00 | \$ | 1,980.00 | \$ | - | \$ | - | \$ | - | 22.00 | \$ | 1,980.00 | | |
| Buffer Plantings, Evergreen Shrubs (24 inch min.) | | | | | | | | | | | | | | | | | | |
| 7. | Hex glabra (Inkberry Holly) | EA | 16 | \$ | 90.00 | \$ | 1,440.00 | \$ | - | \$ | - | \$ | - | 16.00 | \$ | 1,440.00 | | |
| Street Trees (3 - 3.5 inch cal.) | | | | | | | | | | | | | | | | | | |
| 8. | Acer saccharum (Sugar Maple) | EA | 21 | \$ | 600.00 | \$ | 12,600.00 | \$ | - | \$ | - | \$ | - | 21.00 | \$ | 12,600.00 | | |
| 9. | Tilia cordata (Little Leaf Linden) | EA | 20 | \$ | 600.00 | \$ | 12,000.00 | \$ | - | \$ | - | \$ | - | 20.00 | \$ | 12,000.00 | | |
| 10. | Quercus borealis (Northern Red Oak) | EA | 20 | \$ | 600.00 | \$ | 12,000.00 | \$ | - | \$ | - | \$ | - | 20.00 | \$ | 12,000.00 | | |
| Individual Lot Planting, Shade Trees (3 - 3.5 inch cal.) | | | | | | | | | | | | | | | | | | |
| 11. | Quercus palustris (Pin Oak) | EA | 14 | \$ | 600.00 | \$ | 8,400.00 | \$ | - | \$ | - | \$ | - | 14.00 | \$ | 8,400.00 | | |
| 12. | Quercus bicolor (Swamp White Oak) | EA | 14 | \$ | 600.00 | \$ | 8,400.00 | \$ | - | \$ | - | \$ | - | 14.00 | \$ | 8,400.00 | | |
| 13. | Nyssa sylvatica (Black Gum) | EA | 14 | \$ | 600.00 | \$ | 8,400.00 | \$ | - | \$ | - | \$ | - | 14.00 | \$ | 8,400.00 | | |
| Individual Lot Planting, Ornamental Trees (2.5 inch cal.) | | | | | | | | | | | | | | | | | | |
| 14. | Betula nigra (River Birch) | EA | 28 | \$ | 400.00 | \$ | 11,200.00 | \$ | - | \$ | - | \$ | - | 28.00 | \$ | 11,200.00 | | |
| 15. | Cornus florida (Flowering Dogwood) | EA | 28 | \$ | 400.00 | \$ | 11,200.00 | \$ | - | \$ | - | \$ | - | 28.00 | \$ | 11,200.00 | | |
| 16. | Magnolia virginiana (Sweetbay Magnolia) | EA | 28 | \$ | 400.00 | \$ | 11,200.00 | \$ | - | \$ | - | \$ | - | 28.00 | \$ | 11,200.00 | | |
| Bio-Retention Plantings, Ornamental Trees (2.5 inch cal.) | | | | | | | | | | | | | | | | | | |
| 17. | Amelanchier canadensis (Shadbush Serviceberry) | EA | 6 | \$ | 400.00 | \$ | 2,400.00 | \$ | - | \$ | - | \$ | - | 6.00 | \$ | 2,400.00 | | |
| 18. | Betula nigra (River Birch) | EA | 5 | \$ | 400.00 | \$ | 2,000.00 | \$ | - | \$ | - | \$ | - | 5.00 | \$ | 2,000.00 | | |
| Bio-Retention Plantings, Shrubs (30 inch min.) | | | | | | | | | | | | | | | | | | |
| 19. | Hex glabra (Inkberry) | EA | 28 | \$ | 90.00 | \$ | 2,520.00 | \$ | - | \$ | - | \$ | - | 28.00 | \$ | 2,520.00 | | |
| 20. | Ilex verticillata (Winterberry Holly) | EA | 31 | \$ | 90.00 | \$ | 2,790.00 | \$ | - | \$ | - | \$ | - | 31.00 | \$ | 2,790.00 | | |
| 21. | Myrica pensylvanica (Northern Bayberry) | EA | 32 | \$ | 90.00 | \$ | 2,880.00 | \$ | - | \$ | - | \$ | - | 32.00 | \$ | 2,880.00 | | |
| Parking Lot Plantings (3 - 3.5 inch cal.) | | | | | | | | | | | | | | | | | | |
| 22. | Nyssa sylvatica (Black Gum) | EA | 2 | \$ | 600.00 | \$ | 1,200.00 | \$ | - | \$ | - | \$ | - | 2.00 | \$ | 1,200.00 | | |
| Replacement Evergreen Trees (8 - 16 feet ht.) | | | | | | | | | | | | | | | | | | |
| 23. | Abies concolor (White Fir) | EA | 29 | \$ | 550.00 | \$ | 15,950.00 | 28.00 | \$ | 15,400.00 | \$ | - | 28.00 | \$ | 15,400.00 | 1.00 | \$ | 550.00 |
| 24. | Picea abies excelsa (Norway Spruce) | EA | 26 | \$ | 550.00 | \$ | 14,300.00 | 26.00 | \$ | 14,300.00 | \$ | - | 26.00 | \$ | 14,300.00 | 2.00 | \$ | 1,100.00 |
| 25. | Pseudotsuga menziesii (Douglas Fir) | EA | 32 | \$ | 550.00 | \$ | 17,600.00 | 32.00 | \$ | 17,600.00 | \$ | - | 32.00 | \$ | 17,600.00 | \$ | - | |

ESCROW RELEASE NO.: 1
DATE PREPARED: 1/3/2020

DEVELOPER REQUEST

| | | |
|--|---|-----------------------------|
| PROJECT NAME: Meadows at Parkview | TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 | MONTGOMERY TOWNSHIP |
| DEVELOPER: Toll Mid-Atlantic L.P. Company, Inc. | TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 | TOWNSHIP NO.: LDS-679 |
| ESCROW AGENT: International Fidelity Insurance Company | | G&A PROJECT NO.: 2015-01173 |
| TYPE OF SECURITY: Performance Bond | MAINTENANCE BOND AMOUNT (15%): \$ 216,388.81 | AGREEMENT DATE: 31-Jul-2019 |

| SUMMARY OF IMPROVEMENT ESCROW ACCOUNT | TOTAL COST | RELEASE REQUESTS | | | BALANCE |
|---|------------------------|----------------------|-------------|----------------------|-----------------------|
| | | CURRENT | PRIOR | TOTAL | |
| CONSTRUCTION | \$1,442,892.05 | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$1,127,587.05 |
| ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YYYY = \$X.XX) | \$ - | \$ - | \$ - | \$ - | \$ - |
| CONTINGENCY (10%) | \$ 144,259.21 | \$ - | \$ - | \$ - | \$ 144,259.21 |
| TOTAL | \$ 1,586,851.26 | \$ 315,305.00 | \$ - | \$ 315,305.00 | \$1,271,546.26 |

| CONSTRUCTION ITEMS | UNIT | QUANTITY | UNIT COST | TOTAL COST | CURRENT REQUEST | | PRIOR REQUESTS | | TOTAL REQUESTS (incl. current release) | | AVAILABLE FOR RELEASE (incl. current release) | |
|--|------|----------|---------------|---------------|-----------------|-------------|----------------|------|--|-------------|---|---------------|
| | | | | | QTY | COST | QTY | COST | QTY | COST | QTY | COST |
| G. MISCELLANEOUS | | | | | | | | | | | | |
| 1. Construction Stakeout | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | 0.50 | \$ 7,500.00 | | \$ - | 0.50 | \$ 7,500.00 | 0.50 | \$ 7,500.00 |
| 2. Cluster Mailbox | EA | 1 | \$ 500.00 | \$ 500.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 500.00 |
| 3. Regulatory & Warning Signs | EA | 9 | \$ 250.00 | \$ 2,250.00 | | \$ - | | \$ - | | \$ - | 9.00 | \$ 2,250.00 |
| 4. Street Lights (includes 1 spare) | EA | 7 | \$ 3,500.00 | \$ 24,500.00 | | \$ - | | \$ - | | \$ - | 7.00 | \$ 24,500.00 |
| 5. Pavement Markings | LS | 1 | \$ 1,000.00 | \$ 1,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 1,000.00 |
| 6. As-Built Plans | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 15,000.00 |
| H. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$509.00 | | | | | | | | | | | | |
| 1. 10% Annual Construction Cost Increase (Balance as of MM/DD/YYYY = \$X.XX) | LS | | \$ - | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| I. CONTINGENCY | | | | | | | | | | | | |
| 1. 10% Contingency (Released upon certification of completion and receipt of Maintenance Bond) | LS | 1 | \$ 144,259.21 | \$ 144,259.21 | | \$ - | | \$ - | | \$ - | 1.00 | \$ 144,259.21 |

NOTES:

2019-08-06 Initial construction cost issued for Land Development Agreement.

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

SUBJECT: Consider Modifying the Conditions of Approval for the Detwiler Minor Subdivision and Lot Consolidation - LDS 435

MEETING DATE: January 27, 2020

ITEM NUMBER: #13.

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Tanya C. Bamford
Chairman

BACKGROUND:

The above plan was conditionally approved in 1991. The entrance to the property is off Lansdale Avenue, a State Highway. In accordance with the Approval resolution the frontage along Lansdale Avenue was to be widened with curbing, sidewalk installed and the area between the legal and ultimate Right-of-way was to be dedicated to the Township or PennDOT.

Upon submitting a low volume residential driveway application to PennDOT, the applicant was advised this was not a requirement of PennDOT and they do not recommend this work being performed. Furthermore, the Pennsylvania Municipalities Planning Code (MPC) vests an applicant for 5 years from any changes of the Township Code. Since this time, the Township's Zoning and Subdivision codes have changed especially in the areas of landscaping and storm water management.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: Approve or not approve the Modified Conditions of Approval Resolution attached.

BUDGET IMPACT: None.

RECOMMENDATION: That the Resolution be approved.

MOTION/RESOLUTION:

The resolution is attached.

MOTION: _____

SECOND: _____

VOTE: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

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

RESOLUTION #

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

**A RESOLUTION MODIFYING THE APPROVAL CONDITIONS FOR LDS 435 -
DETWILER MINOR SUBDIVISION & LOT CONSOLIDATION ADOPTED
JUNE 17, 1991**

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to modify the conditions of the Detwiler Minor Subdivision & Lot Consolidation adopted June 17, 1991 for the construction of a new single family home on a vacant 1.65 +/- lot:

1. The Applicant shall satisfy all the requirements of Resolution #2 adopted on June 26, 1991 with the limited exception, the following two conditions which are removed and no longer required:
 - 1b, an offer of dedication of the area between for the lands between the existing and ultimate right-of-way of Lansdale Avenue
 - 1d, public improvements shall not include curb, sidewalk or road widening, but shall be defined in item # 3 below.
2. Applicant shall be responsible for payment of all Township consultant fees related to this project.
3. Entering into a Security Agreement with the Township and posting financial security in the amount of 110% of the total cost for all public improvements to the satisfaction of the Township Engineer and Township Solicitor for this development with an administrative escrow as recommended by the Township Engineer prior to issuance of any permits. As used herein, the term "public improvements" shall include, but shall not be limited to, streets, parking areas, driveways/drive aisles, water mains, sanitary sewer pipes, manholes and appurtenances thereto, storm water facilities, rain gardens (best management practice) and appurtenances, grading, erosion and sediment control, lighting, required trees, shrubs and landscape buffering, monuments, property pins and as-built plans.
4. Posting Post Construction Maintenance of Public Improvements financial security in the amount of 15% of the total public improvement cost, regardless of whether such public improvements are dedicated to the Township, for a period not less than 18 months after Township Engineer approval. If the end of maintenance period for trees and other plantings ends outside the time period specified in Section 205-49 of the Township Subdivision and Land Development code, the maintenance period shall be extended to comply with this requirement and the appropriate financial security shall be provided to the satisfaction of the Township Solicitor.

Resolution #
Page 2 of 3

5. Executing, to the satisfaction of the Township Solicitor, the required Storm Water Management Facilities Maintenance and Monitoring Agreement, with the Township for the Township's benefit and its successors and assigns.
6. The Applicant shall be responsible for obtaining all other Regulatory permits prior to start of work.
7. Executing, to the satisfaction of the Township Solicitor, the required Landscaping Declaration of Covenants and Restriction, with the Township for the Township's benefit and its successors and assigns.
8. Building permits shall not be issued until the driveway from Lansdale Avenue is properly paved a minimum of 15 feet wide with 13 feet unobstructed vertical clearance, to the satisfaction of the Township Engineer with all-weather pavement material in accordance with Section 205-17A (1), with geotextile fabric installed under the subbase material or submit and alternate structurally equivalent design to be approved by the Township Engineer.
9. Paying all cost and fees, including Township Engineer and Solicitor fee when due and owing.

This Resolution for Modifying the Detwiler Minor Subdivision & Lot Consolidation – LDS 435 shall become effective on the date upon which all of the above stated conditions are accepted by the Owner and Buyer in writing. If, for any reason, the Owner and Buyer fails to acknowledge, by signing below, the acceptance of the conditions contained in this Resolution within ten (10) days from the date of this Resolution, the Resolution shall become null and void and the modified plan shall be denied for failure to comply with Sections of the Township Zoning Ordinance and/or Township Subdivision and Land Development Ordinance for the reasons cited herein or as set forth in the above.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, at a public meeting held this _____ day of _____ 2020.

MOTION BY: _____

SECOND BY: _____

VOTE: _____

The above conditions are agreed to by the Seller and Buyer represented by signing on
Page 3 of 3 of this Resolution # ___ representing, this _____ day of _____, 2020.

Resolution # _____ for Modifying Approval Resolution for Detwiler Minor
Subdivision & Lot Consolidation – **LDS 435**
Page 3 of 3

OWNERS SIGNATURE:

Catherine Whitmire date

Madelina Luciano date

Antoinette Collins date

Michelle Cianchetta date

Maria Luciano date

BUYERS SIGNATURE:

Heebner Investments LLC date

Albert Snively - President date

EXHIBIT "A"

PLANS

Description

Detwiler Minor Subdivision & Lot Consolidation – Approved June 17, 1991 – Recorded
PB A-53 PG 322 on June 29, 1992

Resolution #2 – “Plan of Minor Subdivision & Lot Consolidation” for David P and Elise L.
Detwiler -

COMMUNITY OF PENNSYLVANIA
COUNTY OF MONROE

ON THIS 21st DAY OF June 1946, BEING
 the BURSEDA, 2nd DISTRICT, COUNTY OF Alameda, STATE OF California,
John J. [illegible] PERSONALLY APPEARED before me,
Edward [illegible] known to me and believed
 to be the PERSON WHOSE NAME WAS SUB-
 MITTED IN THE FOREGOING PLAN AND WHO
 HAS NOT BEEN DECEASED, AND WHOSE NAME WAS
 SUBMITTED IN THE FOREGOING PLAN, AND THAT
 HE HEREBY APPROVES OF THE PLAN AND THAT
 HE CONSENTS TO THE PLAN AND THAT THE FOREGOING
 PLAN IS IN FULL FORCE.

AND IS COPIED THEREON, AND DELIVERED TO THE PERSON BY
PLACE TO BE FULLY RECORDED.

Paul H. K.
THAT
Elaine L. Robinson
THAT
Donald L. Lopez
THAT
Jury of the County of Los Angeles, California
Loyalty and Security (44-38861)

APPROVED BY: 12 DATE: 12/12/81
 SPECIAL AGENT 12 OF 12

1258 [1941]

RECEIVED DA THE BUREAU OF INVESTIGATION ON MARCH 1968

[Signature]
SPECIAL AGENT

ETC. TO AND FOR THE COUNTY OF HORTONWORTH AT HORTONWORTH
PA. IN AND FOR THE PEOPLE 1-53 PAGE NUMBER 542
ON Jan 51 1952



WORKING DATA

SCORES 8-1 RESIDENTIAL DISTRICTS

| | |
|---------------------------|----------------|
| MIN. FRONT YARD | 60 FT. |
| MIN. REAR YARD | 15 FT. |
| MIN. SIDE YARD | 15 FT. |
| MIN. AGGREGATE SIDE YARDS | 60 FT. |
| MAX. BUILDING COVERAGE | 35 % |
| MIN. LOT AREA | 20,000 SQ. FT. |
| MIN. LOT WIDTH | 100 FT. |

SOILS CLASSIFICATION

PROJECT SOILS AS LISTED BELOW ARE TAKEN FROM SOIL SURVEY OF MONTGOMERY COUNTY, PENNSYLVANIA, ISSUED JULY, 1966.

R6B2 READINGTON SILT LOAM, 0-3% SLOPES, MODERATELY
ERODED.

MADE LAND, SHALE AND LADOSTONE WATERHOLE,
BLUING.

NOTES

- 1) CONTINUE DATA INTERPOLATED FROM U.S.G.S LAWSALE QUAD,
REVISED 1985.
- 2) TOTAL CONSOLIDATED LOT AREA, UNITS 11 & 54,
72,120 SF - 1,656 ACRES TO BE WITHIN LANDSLE AREA
74,840 SF - 1,684 ACRES TO ULTIMATE NW
- 3) LAND AREA BETWEEN LOT WITHIN LANDSLE AREA & ULTIMATE NW
IS HEREBY OFFERED FOR DEDICATION TO MONTGOMERY TOWNSHIP ON THE
AGREENT BOUNDING ADJUNCTION.
- 4) CONSTRUCTION OF A DRIVEWAY INTO LANDSLE ARE SUBJECT TO THE
REGULATIONS OF PENN DOT REGARDING MINIMUM LANE WIDTH AND
ISSUANCE OF A HIGHWAY OCCUPANCY PERMIT THEREFOR.
- 5) NOTE: UNDERGROUND SERVICES NOT LOCATED OR SHOWN HEREIN PER
THE EXISTING ALL UTILITIES COMPANY RECORDS. NOTEPER IN ACCORDANCE
WITH DEP. - INSTRUCTIONS OF REMAINING UTILITIES.
- 6) PRIOR TO THE SIGNING OF A BILLINGAL PERMIT THE CONDITIONS OF THE
BOARD OF SUPERVISORS RESOLUTION NO. 2 OF JUNE 11, 1991 MUST
BE MET

[illegible]

PLAN OF MINOR SUBDIVISION & LOT CONSOLIDATION

Prepared For
DAVID B. & ELSIE J. DETWILER

David P. & Elsie L. Detweiler
Lans & Tealy

HERBERT H. METZ, INC.

CIVIL ENGINEERS AND SURVEYORS
Est. 1912
110 DORSETT AVE. PO BOX 547

| | | | |
|------------------------------|--------------------|----------------|-------------------|
| 410 DERSTINE AVE. RD BOX 347 | LANSDALE, PA 19446 | | |
| SCALE | DRAWING NO. | PROJECT NUMBER | PLAN SHEET NUMBER |

| | | |
|----------|--------------------|-----------|
| 1" x 30" | STAFF | BLW. |
| | PROJECT NO 5139 | REVISIONS |

$$12/5 \neq 435$$

LANSDALE AVENUE
(2nd floor)

SYCAMORE DRIVE

N/L Joseph M. & Ruth M. Curley

H/L Thomas M. & Marylou Hopp



12/5 = 435

RECEIVED

JAN 31 1992

MONTGOMERY TWP.

Resolution # 2

WHEREAS, application for final plan approval for a minor subdivision consisting of two lots was submitted by David and Elsie Detwiler, and

WHEREAS, that final plan consisted of a record plan entitled "Plan of Minor Subdivision & Lot Consolidation", prepared for David P. and Elsie L. Detwiler, sheet 1 of 1, dated January 23, 1991, and

WHEREAS, the plan has been reviewed by the Township Engineer and other Township review agencies and found to be acceptable except as noted below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors grant final approval to the record plan as submitted, subject to satisfaction of the following conditions:

1. That a revised plan be prepared and submitted to the Township in a form acceptable to the Township Engineer showing the following changes:
 - ✓ a. The ultimate right-of-way along Lansdale Avenue must be shown on the plan. (S.O. Article VA, Section 504.A.13, B.12.)
 - ✓ b. An offer of dedication shall be made for lands between the existing and ultimate right-of-way of Lansdale Avenue. This must be noted on the plan. (S.O. Article VA, Section 504.3B.12.)
 - ✓ c. An aluminum shed is shown on the property line between tax map block 6A, unit 86, and tax map block 6A, unit 61. The ownership of this shed must be indicated on the plan and it must be relocated 15 feet from the rear and side property lines on the parcel where it belongs.
 - d. Public improvements such as curbs, sidewalks, road widening and street trees must be provided for and noted on the plan.
 - ✓ e. The Lansdale Avenue S.R. number must be shown on the plan.
 - ✓ f. Sanitary sewer service must be shown for unit 54.
 - g. The tax map block 6A - unit 11 must be merged in common deed with tax map block 6A - unit 54.
2. That it be understood that the subject property, which is block 6A - unit 11, may not be used as a building lot, but is acceptable as an accessway to unit 54.
3. Furthermore, the following conditions must be met prior to the issuance of any building permit for this property.
 - a. That an agreement be entered into with the North Wales

Water Authority and a copy be provided to the Township.

b. That a Sewer Connection/Construction permit be issued by the Montgomery Township Municipal Sewer Authority and a copy provided to the Township.

c. An approved PennDOT Highway Occupancy permit be received and a copy provided to the Township.

d. That the applicant enter into a land development agreement with Montgomery Township in a form acceptable to the Township Solicitor to guarantee the installation of all public improvements.

4. That the applicant sign a copy of this resolution, within 10 days if its mailing by the Township, signifying acceptance of the conditions herein. Failure to do so will render this resolution null and void and the subdivision plan denied for the reasons conditioned above.


MOTION BY: R. Kuhn

SECOND BY: R. Simpson

VOTE: 3-0

DATE: June 17, 1991

xc: Applicant, W. Cooper, J. Chambers, R. Sieger, Plan. Comm.,
Minute Book, Resolution File, File



applicant's signature

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

SUBJECT: Consider Appointment of Delegates to the Wissahickon Clean Water Partnership Management Committee

MEETING DATE: January 27, 2020 **ITEM NUMBER:** # 14.

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

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

INITIATED BY: Stacy Crandell, **BOARD LIAISON:** Tanya C. Bamford
Assistant to the Township Manager Chairman, Board of Supervisors

BACKGROUND:

With the retirement of Larry Gregan and Michael J. Fox, the Board of Supervisors needs to appoint a representative and an alternate for the Management Committee for the Wissahickon Clean Water Partnership. The Management Committee is the decision-making group, so it is important for the Board to appoint a representative and alternate that has the ability to speak and vote on behalf of Montgomery Township. Township Staff recommends the appointment of Carolyn McCreary, Township Manager as the representative and Stacy Crandell, Assistant to the Township Manager as the alternate.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Township Staff recommends the appointment of Carolyn McCreary, Township Manager as the representative and Stacy Crandell, Assistant to the Township Manager as the alternate.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the appointment of Carolyn McCreary as the representative and Stacy Crandell as the alternate to serve on Wissahickon Clean Water Partnership Management Committee.

MOTION: _____ **SECOND:** _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Manager

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Resolution Extending Participation in Wissahickon Clean Water Partnership Inter-Governmental Agreement

MEETING DATE: January 27, 2020 ITEM NUMBER: # 15.

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell, BOARD LIAISON: Tanya C. Bamford
Assistant to the Township Manager Chairman, Board of Supervisors

BACKGROUND:

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

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

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

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

The WQIP was provided to EPA and DEP for their review and comments in September 2019. Comments from these agencies are not anticipated for several months, however, once provided; the Partnership will need to additional assistance from our technical and legal representatives. In addition, the Partnership will be working on how this organization is going to be structured in the future once there is hopefully approval of the Alternative TMDL.

The Board of Supervisors previously adopted ordinances to approve the IGA, however due to changes in the law (Act 80 and Act 81); the Township can enter into an IGA by resolution.

Attached is the resolution which has been reviewed by the Township Solicitor to continue the IGA for an additional two years, which will cost each participant \$23,500, which was budgeted in the 2020 Budget.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

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

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

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

On September 24, 2018, the Board of Supervisors authorized advertisement of Ordinance#18-309- Approving an Extension to Participate in the Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership Alternative TMDL.

On October 9, 2018, the Board of Supervisors adopted Ordinance#18-309- Approving and Extension to Participate in the Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership Alternative TMDL.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

To continue the partnership to cover the costs of technical and legal services, each participant will need to provide \$23,500. The Township budgeted this cost in the 2020 Budget.

RECOMMENDATION:

Township Staff recommends continuing participation in the Wissahickon Clean Water Partnership Alternative TMDL.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt the attached resolution, approving an extension of two years to participate in the Intergovernmental Cooperation Agreement- Wissahickon Clean Water Partnership Alternative TMDL.

MOTION: _____

SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

**Montgomery Township
Montgomery County, PA**

WHEREAS, the municipalities and Wastewater Treatment Plants in the Wissahickon Creek Watershed came to an agreement over the course of 2016 to work cooperatively with each other and with the Water Quality Advisory Team (WQAT) on the preparation of a Water Quality Improvement Plan (WQIP) for the Wissahickon Creek as an alternative to the May 2015 Draft Total Phosphorous TMDL for the Wissahickon Creek (Draft TMDL) published by the United States Environmental Protection Agency, and

WHEREAS, **Montgomery Township** adopted an Intergovernmental Agreement (IGA) by ordinance on **July 11, 2016** signifying its intent to participate in the development of the WQIP, and

WHEREAS, the IGA established the Management Committee, consisting of one primary voting representative and one alternative representative per party to the IGA, each of whom have been appointed by their respective governing boards for purposes of implementing the IGA, and

WHEREAS, the duration of the term of the IGA is two years, and

WHEREAS, Section 5.b (Term) of the IGA states that the IGA may be extended by those Parties desiring to participate for an additional year by resolution, and

WHEREAS, the IGA was renewed for an additional one-year period through March 31, 2020, and

WHEREAS, it is the intent of the Management Committee to revise Section 5.b of the IGA to allow for the IGA to be extended for additional one-year periods, and

WHEREAS, the Management Committee, with input and support from the WQAT, has developed a draft WQIP that was submitted to the United States Environmental Protection Agency ("EPA") and the Pennsylvania Department of Environmental Protection ("PADEP") on September 30, 2019, for the agencies' review and comment, and

WHEREAS, EPA and PADEP are not expected to provide comments or other input for several months after which the Management Committee will be continuing to refine the WQIP in order to present the final WQIP to Management Committee members for acceptance, and

WHEREAS, it is anticipated that additional technical and legal services will be needed to prepare a final version of the WQIP that will extend beyond March 31, 2020, and

WHEREAS, in order to fund the activities necessary to arrive at a final WQIP, an additional \$23,500 in 2020 per municipality and wastewater treatment plant is needed, and

WHEREAS, it is the intent of Montgomery Township to renew the IGA through March 31, 2021, and to provide its share of the funding needed to cover the costs of the Technical Services and Legal Services providers in the amount of \$23,500.

NOW THEREFORE BE IT RESOLVED that Montgomery Township signifies its decision (1) to extend the IGA through March 31, 2021, with additional annual extensions subject to the consent of the members of the Management Committee, (2) to provide its share of the funding based on budgets prepared by the Management Committee, and (3) to continue to participate in the preparation of a final Water Quality Improvement Plan to be submitted to EPA and PADEP for approval.

APPROVED AND ADOPTED this 27th day of January 2020.

MOTION BY:

SECOND BY:

VOTE:

DATE: January 27, 2020

cc: Minute Book, Resolution File

Montgomery Township

Attest:

By:

Carolyn McCreary, Secretary

Tanya C. Bamford, Chairman

Montgomery Township Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Addendum to Township Facility Trash and Recyclable Material Collection and Disposal Contract

MEETING DATE: January 27, 2020 ITEM NUMBER: #16.

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell, BOARD LIAISON: Tanya C. Bamford
Assistant to the Township Manager Chairman, Board of Supervisors

BACKGROUND:

At the November 11, 2019 Board Meeting, the Board of Supervisors awarded the bid for the Township Facility Trash and Recyclable Material Collection to Waste Management at a cost of \$55,072.08 for the three-year period (January 1, 2020-December 31, 2022) as the lowest responsible bidder.

The Township noticed during the delivery of the containers to the Township Facilities, that the container for the Community and Recreation Center should have been an 3-yard container not an 8-yard container due to the size of the fenced in dumpster area. Waste Management was able to swap out the containers for the 3-yard container. With the smaller container, the cost will be adjusted from \$328.53 to \$255 per month. This adjustment will not affect the award of the bid since Waste Management was the lowest bidder by over \$5,000.

Attached is the Addendum to the Contract to reflect this cost adjustment.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

On November 11, 2019, the Board of Supervisors awarded the contract to Waste Management at a cost of \$55,072.08 per year for a three-year period.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Township Staff recommends executing the addendum to the contract to reflect the cost adjustment.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the execution for the Addendum to the Township Facility Trash and Recyclable Material Collection Contract to reflect the cost adjustment for the Community and Recreation Center.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

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

ADDENDUM- AGREEMENT- TRASH CONTRACT

THIS ADDENDUM made this ____ day of January, 2020, by and between **Montgomery Township**, a Second Class Township, of the Commonwealth of Pennsylvania, maintaining offices at 1001 Stump Road, Montgomeryville, Montgomery County, Pennsylvania 18936 (hereinafter referred to as "Township") and **Waste Management of Pennsylvania, Inc.**, and maintaining an office at 1000 New Ford Mill Road Morrisville, PA 19067 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the Township prepared and solicited bids from various contractors for Township facilities waste and single stream recyclable materials collection and disposal; and

WHEREAS, Contractor submitted a bid on November 7, 2019 to perform the work and all the requisite submissions in accordance with the bid specifications were presented as part of the Contractor's bid aforesaid; and

WHEREAS, the Township, by and through its Board of Supervisors, awarded the bid on November 25, 2019, to Contractor for a three year contract for the amount of \$55,072.08 total, beginning January 1, 2020 and ending and ending December 31, 2022;

WHEREAS, the Agreement was executed by both the Township and the Contractor

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do covenant, warrant, and agree as follows to the following addendum to the agreement as follows:

Amendment to Section D of the Bid Specifications which are part of the Agreement to amend the Community and Recreation Center container from a 8 yard container to a 3 yard container adjusting the cost from \$328.53 to \$255.00 per month.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Agreement to be duly executed the day and year first above written.

[SIGNATURES ON NEXT PAGE]

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

Township Seal

By:

Tanya C. Bamford, Chairman

Attest:

Carolyn McCreary, Secretary

**CONTRACTOR
Waste Management of Pennsylvania, Inc.**

Corporate Seal

By:

Rafael Carrasco, President

Attest:

Thomas Utermark, Assistant Secretary

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

SUBJECT: Consider Reappointment of the Open Space Committee

MEETING DATE: January 27, 2020 ITEM NUMBER: #17.

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Carolyn McCreary
Township Manager BOARD LIAISON: Tanya C. Bamford
Chairman, Board of Supervisors

BACKGROUND:

Please consider the following individuals for reappointment for the Open Space Committee for a one-year term ending January 1, 2021:

- Jay Glickman
- Mary Beth Meehan
- Laurence Poli
- Roy Rodriguez

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby reappoint Jay Glickman, Mary Beth Meehan, Laurence Poli, and Roy Rodriguez to the Open Space Committee for a one-year term ending January 1, 2021.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

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

SUBJECT: Consider Approval of Landscape Architect Approval – Montgomery Preserve

MEETING DATE: January 27, 2020

ITEM NUMBER: #18.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary
Township Manager

BOARD LIAISON: Tanya Bamford
Board of Supervisors Chairperson

BACKGROUND:

The Township continues to complete the public improvements in the residential developments built by David Cutler including Montgomery Pointe, Montgomery Walk, Montgomery Knoll and Montgomery Preserve. Our involvement results from the developer's bankruptcy and subsequent claims made by the Township through its Solicitor on the letters of credit and performance bonds for the projects.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: The Board previously authorized the Township to meet with the various HOAs to discuss the landscaping requirements and work with them to facilitate the completion of the landscaping plans with HOA input.

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT:

There will be no impact on the Township's operating or capital budget, as this work will be paid from the Letter of Credit and performance bonds collected by the Township.

RECOMMENDATION: Staff recommend the Board of Supervisors accept the cost estimate of \$10,756.00 for the professional services of Boucher & James, the Township's landscape architects outlined in the 11/14/19 email to the Township Manager.

MOTION/RESOLUTION:

Be it resolved by the Board of Supervisors of Montgomery Township that we hereby authorize Boucher & James to proceed with the preparation and advertisement of bid documents, bid management and construction management relating to completion of the landscaping requirements in the Montgomery Preserve residential developments outlined in their email dated 11/14/19 in the amount of \$10,756.00

MOTION: _____ **SECOND:** _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

Larry Gregan

From: Valerie Liggett <vliggett@bjengineers.com>
Sent: Thursday, November 14, 2019 8:09 AM
To: Larry Gregan
Cc: Judy Stern Goldstein
Subject: Mont. Preserve B&J Work Cost Estimate

Larry;

Below is our cost estimate for our portion of the work on the Montgomery Preserve – Cutler Restoration landscape plantings. Please feel free to contact me with any questions or concerns.

1. Coordination with HOA and homeowners re. landscaping to be planted - \$1,908.00
2. Prep of landscape plans and bid documents - \$2,584.00
3. Bid Management (includes provision of plans and bid docs to the Township for bid solicitation; pre-bid meeting prep and attendance, question responses, prep of addenda (if needed), review of submitted bids and recommendation to BOS) - \$2,704.00
4. Construction Management (includes pre-construction meeting, coordination w/ contractor and project team and addressing any issues, inspections for delivery of plant material, start and end of maintenance and payment releases) - \$3,560.00

Total Not-to Exceed amount for all work on Montgomery Preserve - \$10,756.00



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

vliggett@bjengineers.com • www.bjengineers.com

1456 Ferry Road, Building 500 • Doylestown, PA 18901 • 215-345-9400
2756 Rimrock Drive • Stroudsburg, PA 18360 • *Mailing:* P.O. Box 699, Bartonsville, PA 18321 • 570-629-0300
559 Main Street, Suite 230 • Bethlehem, PA 18018 • 610-419-9407

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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Verizon Pole Attachment Agreement

MEETING DATE: January 27, 2020

ITEM NUMBER: #19.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary
Township Manager

BOARD LIAISON: Tanya C. Bamford, Chair

BACKGROUND:

As part of the PennDOT Five Points intersection improvement project, the Township is required to install five (5) new and Five (5) replacement street lights on existing/relocated poles located on Doylestown Road, Bethlehem Pike and Horsham/Cowpath Road. One of the proposed locations for a new street light is on a relocated Verizon pole #VZ-67 at the intersection of Horsham Road and Bethlehem Pike. In order to obtain approval from Verizon, they are requiring the Township enter into an Attachment Agreement that covers all Verizon poles in the Township. Following approval by Verizon, the Township would then be eligible to apply for specific attachments. Attached is a version of the agreement for consideration for execution. This agreement has been reviewed by the Township Solicitor.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: None

RECOMMENDATION: Authorize Execution of the Verizon Pole Attachment Agreement.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of the Verizon Pole Attachment Agreement.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

Municipal Attachment Agreement

Verizon Agreement # _____

THIS AGREEMENT, made this _____ day of _____, 2019 A.D. between **VERIZON PENNSYLVANIA LLC** a corporation organized and existing under the laws of the Commonwealth of Pennsylvania/State of Delaware having its principal office in the City of Philadelphia, Commonwealth of Pennsylvania, herein after called licensor, and Montgomery Township, a Pennsylvania Second Class Township, herein after called licensee;

WITNESSETH:

WHEREAS, Licensee desires to place said facilities on the pole(s)/conduit of Licensor and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said facilities on Licensor's pole(s)/conduit where reasonably available in the area described above, and where such use will not interfere now or in the future with Licensor's service requirements or the use of its poles/conduit by others;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties, intending to be legally bound hereby, do hereby mutually covenant and agree as follows:

1. DEFINITIONS

1.01 For the purpose of this Agreement, the following terms shall have the following meanings:

A) JOINT USER

A party other than the licensee under this Agreement which may attach to pole(s)/conduit either solely or partially owned by the licensor.

B) LICENSEE'S FACILITIES

The facilities described on future attachment applications.

2. SCOPE OF AGREEMENT

2.01 Subject to the provisions of this Agreement, Licensor hereby grants Licensee a revocable, nonexclusive license authorizing the placement of Licensee's facilities on Licensor owned poles/conduit.

2.02 No use, whatever its duration, of Licensor's poles/conduit or payment of any fees or charges required under this Agreement shall create or vest in Licensee any easement, ownership or other property rights on such pole(s)/conduit. Licensee's rights herein shall be and remain a mere license. Neither this Agreement nor the license granted

Municipal Attachment Agreement

Verizon Agreement # _____

hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's pole(s)/ conduit.

2.03 Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any poles/ conduit or other facilities not needed for Licensor's own service requirements.

2.04 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) or arrangement(s) which Licensor has heretofore entered into, or may in the future enter into, with others not parties to this Agreement regarding the pole(s)/conduit covered by this Agreement. The rights of Licensee shall at all times be subject to any such agreement(s) or arrangement(s).

3. FEES AND CHARGES

3.01 Licensee shall pay to Licensor annually at the rate of \$5.00 per pole and/or \$2.50 per linear foot of conduit, occupied under this Agreement

3.02 The first payment of rental shall be paid upon the effective date of this Agreement and shall cover the one (1) year period dating therefrom. Thereafter annual rentals shall be due and payable in advance upon the anniversary date of this Agreement.

3.03 Should this Agreement be terminated by Licensor before the expiration of any period for which rental may have been paid, then, and not otherwise, Licensor shall refund to Licensee such part of the said rental as will correspond with the unexpired portion of such period.

3.04 [INTENTIONALLY DELETED]

3.05 Termination of this agreement pursuant to Paragraph 13, below, shall not affect Licensee's liabilities and obligations incurred thereunder prior to the effective date of such termination.

3.06 Licensee shall pay all charges for any surveys, inspections, rearrangement of Licensor's facilities, rearrangement or removal of Licensee's facilities from Licensor's pole(s) and any and all other work performed for Licensee or otherwise authorized under or in connection with this Agreement except with regard to any work made necessary because of or by a joint user, which work shall be at the cost and expense of the joint user. Such charges shall be based upon the full cost and expense to Licensor of such work or of having such work performed by an authorized representative of the Licensor. Licensor reserves the right to make periodic inspections of any part

Municipal Attachment Agreement

Verizon Agreement # _____

of Licensee's facilities attached to Licensor's pole(s), or anchor rod(s) and Licensee shall reimburse Licensor for the expense of such inspections previously specified.

3.07 Licensee shall pay all applicable fees and charges due within thirty (30) days after presentment of the bill, in the case of charges, or on the specified payment date, in the case of fees.

3.08 Nonpayment of any amount due under this Agreement shall constitute a default by Licensee of this Agreement.

4. SPECIFICATIONS

4.01 Licensee's facilities shall be installed and constructed in accordance with the requirements and specifications of the latest editions of the Bell System Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

4.02 If any part of Licensee's facilities is not installed and constructed in accordance with Paragraph 4.01 and Licensee has not corrected the violation within 60 days from receipt of written notice thereof from Licensor, Licensor may, in addition to any other remedies Licensor may have hereunder, remove Licensee's facilities from Licensor's pole(s) or perform such other work and take such other action in connection with said facilities that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations, at the cost and expense to Licensee in accordance with Paragraph 3.06 and without any liability on the part of Licensor; provided, however, that when in the sole judgment of Licensor such a condition may endanger the safety of Licensor's employees or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.

4.03 Licensee's facilities shall be maintained in accordance with the requirements and specifications in effect at the time those facilities were built. When a change in requirements or specifications occurs which, by law, requires the alteration of Licensee's facilities, Licensee shall make all such alterations at its own cost within a reasonable time from such a change in requirements or specifications. In the event that Licensee fails to make alterations within a reasonable time, Licensor may make such alterations at Licensee's sole expense.

5. LEGAL REQUIREMENTS

5.01 Licensee shall be responsible for obtaining from the appropriate

Municipal Attachment Agreement**Verizon Agreement # _____**

public and/or private authority any required authorization to construct, operate and/or maintain its facilities on public and/or private property before it attaches to pole(s) located on such public and/or private property. Licensee shall submit to Licensor such evidence as Licensor may reasonably require of compliance with such foregoing requirements.

5.02 The parties hereto shall at all times observe and comply with and the provisions of the Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

5.03 No license granted under this Agreement shall extend to any portion of Licensor's pole(s) where the placement of Licensee's facilities would result in a forfeiture of rights of Licensor or joint users to occupy the property on which such pole(s) are located. If the existence of Licensee's facilities in Licensor's pole(s)/ conduit would cause a forfeiture of the right of Licensor or joint users, or both, to occupy such property, Licensee agrees to remove its facilities forthwith upon receipt of written notification from Licensor. If said facilities are not so removed, Licensor may perform and/or have performed such removal after the expiration of sixty (60) days from the receipt of said written notification without liability on the part of Licensor and Licensee agrees to pay Licensor or joint user or both, the cost thereof and for all losses and damages that may result.

6. CONSTRUCTION, MAINTENANCE AND REMOVAL OF LICENSEE'S FACILITIES

6.01 Licensee shall, at its own expense, construct and maintain its facilities in Licensor's pole(s)/conduit in accordance with Exhibit B in a safe condition and in a manner acceptable to Licensor, so as not to physically conflict or electrically interfere with the facilities attached thereon by the Licensor, joint users, or other authorized licensees.

6.02 Licensor shall designate the particular pole/conduit space to be occupied, the specific location and manner of installation for any associated equipment which is permitted by Licensor to occupy the pole/conduit space. Licensor shall also determine whether attachment(s) may be made to existing anchor rod(s) and shall specify the point of attachment on each anchor rod.

6.03 Licensor may, when it reasonably deems an emergency to exist, rearrange, transfer or remove licensee's facilities attached to Licensor's poles/conduit without incurring any liability on the part of the Licensor. Licensee agrees to pay Licensor for all expenses incurred by Licensor in connections with such rearrangement, transfer and removal if such emergency was caused by Licensee's action or

negligence.

6.04 Licensee shall remain liable for and pay to Licensor all fees and charges pursuant to provisions of this Agreement which accrue through the date on which all of Licensee's facilities are physically removed from the pole(s)/ conduit. If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage to such facilities or without any liability for any interruption of Licensee's services.

6.05 Licensee shall advise Licensor, in writing, as to the date on which the removal of its facilities from the pole(s)/conduit has been completed.

7. LIABILITY AND DAMAGES

7.01 Licensor shall exercise precaution to avoid damaging Licensee's facilities, shall make an immediate report to Licensee of the occurrence of any such damage caused by its employees, agents or contractors, and agrees to reimburse Licensee for all reasonable costs incurred by Licensee to repair such facilities damaged by the negligence of Licensor, or its employees, agents or contractors. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of the pole(s)/conduit

7.02 Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others occupying Licensor's pole(s)/conduit and shall make an immediate report to the owner of facilities so damaged.

7.03 Licensee shall indemnify, protect, defend and save harmless Licensor and joint user from and against any and all claims, demands causes of actions, costs, and attorneys' fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by placement, maintenance, presence, use or removal of Licensee's facilities or by their proximity to the facilities of parties attached to Licensor's pole(s)/conduit, or by any act or omission of Licensee's employees, agents or contractors on or in the vicinity of Licensor's pole(s), where such damage, injury or death results from the fault, failure or negligence of Licensee, its employees, agents or contractors.

7.04 Licensee shall indemnify, protect, defend and save harmless Licensor and joint user from any and all claims, demands, causes of

action and costs, including attorneys' fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with Licensor's pole(s)/conduit, or otherwise.

7.05 Licensee shall indemnify, protect, defend and save harmless Licensor from and against any and all damages, fees or other charges resulting from Licensee's failure to obtain and/or continue in effect all necessary permission to construct and maintain its facilities from any public authority and/or any property owner, whether or not such facilities were placed on Licensor's pole(s)/conduit with Licensor's knowledge. Such damages, fees or other charges shall include, but not be limited to, the cost of relocating any of Licensor's facilities resulting from a loss of right-of-way or consent of any property owner and/or the cost of defending those rights and/or consents.

7.06 Licensee shall promptly advise Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the placement, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

8. INSURANCE/SURETY

8.01 Licensee shall carry insurance including, but not limited to, contractual liability coverage issued by an insurance carrier satisfactory to Licensor, in such types and amounts as Licensor may from time to time require, to protect the Agreement. Licensor and any joint user from and against all claims, demands, causes of actions, judgments, costs, and attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement, including Section 7 preceding.

8.02 Licensee shall also carry such insurance as will protect it from all claims under any Workmen's Compensation Law in effect that may be applicable to it.

8.03 Licensee shall, prior to the start of any construction, submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any

Municipal Attachment Agreement**Verizon Agreement # _____**

such policy of insurance issued to Licensee except after sixty (60) days written notice to Licensor.

8.04 All insurance must be effective before Licensor will authorize Licensee to place its facilities in Licensor's pole(s) and shall remain in force until such facilities have been removed from such pole(s). In the event that Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and Licensee shall forthwith reimburse Licensor for any such premium paid.

9. AUTHORIZATION NOT EXCLUSIVE

9.01 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use all or any part of Licensor's conduit system and/or pole(s) covered by this Agreement.

10. ASSIGNMENT OF RIGHTS

10.01 Licensee shall not assign or transfer this Agreement or any license or any authorization granted hereunder and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor.

10.02 In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall extend to and bind the successors and assigns of the parties hereto.

11. FAILURE TO ENFORCE

11.01 Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

12. TERMINATION OF AGREEMENT

12.01 Subject to provisions of Section 10 hereof, should Licensee cease to use its facilities covered by this Agreement for a period of sixty (60) days, then all of Licensee's rights, privileges and authorizations under the Agreement shall automatically terminate as of the date following the final day of such usage.

12.02 Licensor shall have the right to terminate this entire Agreement whenever Licensee is in default of any term of this Agreement,

Municipal Attachment Agreement

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including, but not limited to, the following conditions:

- a) If Licensee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
- b) If Licensee attaches to any pole(s)/conduit not herein license; or
- c) If any authorization which may be required of Licensee by any governmental or private authority for the construction, operation, and maintenance of Licensee's communications facilities is denied or revoked; or
- d) If Licensee places facilities of a type or for a purpose not authorized by this Agreement; or
- e) If the insurance carrier shall at any time notify Licensor or Licensee that the policy or policies of insurance, required under Section 8 hereof, will be canceled or changed so that the requirements of Section 8 will no longer be satisfied, then this Agreement terminates upon the effective date of such cancellation or change.

12.03 Licensor will promptly notify Licensee in writing of the existence of any of the foregoing conditions. The Licensee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to Licensor within sixty (60) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) or fails to give the required confirmation, Licensor may immediately terminate this Agreement.

12.04 In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove its facilities from Licensor's pole(s)/conduit within ninety (90) days from the date of notice of termination, as defined herein; provided however, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to Licensor.

12.05 If Licensee does not remove its communications facilities from Licensor's pole(s)/conduit within the sixty (60) day time period specified in 12.04 above, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefore.

13. TERMS OF AGREEMENT

13.01 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the effective date hereof, and thereafter until either party hereto terminate this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination

Municipal Attachment Agreement

Verizon Agreement # _____

may be given to take effect at the end of the initial term or thereafter.

13.02 Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

14. NOTICES

14.01 All written notices required under this Agreement shall be given by posting the same in registered mail to Licensee as follows:

**Montgomery Township
c/o Township Manager
1001 Stump Road
Montgomeryville, PA 18936**

With a copy to:

**Frank R. Bartle, Esq.
Dischell Bartle Dooley
1800 Pennbrook Parkway, Suite 200
Lansdale, PA 19446**

and to Licensor as follows:

**Verizon Pennsylvania LLC
Attn: Cindy Sweppenheiser
1026 Hay St, Flr 2
Wilkinsburg, PA 15221**

or to such address as the parties hereto may from time to time specify in writing.

15. STATE LAWS

15.01 This Agreement is to be governed and construed in accordance with the Laws of the COMMONWEALTH OF PENNSYLVANIA. The parties hereto consent to jurisdiction and venue of all matters relating to this Agreement in the state and local courts in and for Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement same to become effective, on the day and year first above written.

WITNESS:

VERIZON
(Licensor)

Municipal Attachment Agreement

Verizon Agreement # _____

| | |
|--------------|---------------------------|
| BY _____ | BY _____ |
| NAME: _____ | NAME: Christoph Winkelman |
| TITLE: _____ | TITLE: DIRECTOR |

WITNESS:

MONTGOMERY TOWNSHIP
(Licensee)

| | |
|----------------------------|--------------|
| BY _____ | BY _____ |
| NAME: Carolyn McCreary | NAME: _____ |
| TITLE: Secretary/Twp. Mgr. | TITLE: Chair |

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Appointment of Township Trustee for the Delaware Valley Insurance Trusts

MEETING DATE: January 27, 2020

ITEM NUMBER: #20 .

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary,
Township Manager

BOARD LIAISON: Tanya C. Bamford,
Board of Supervisors Chairman

BACKGROUND:

Montgomery Township is a member municipality in three Delaware Valley Insurance Trusts, Property and Liability, Health and Workers Compensation.

Each Trust is governed by a Board of Trustees comprised of a representative from each member municipality. The governing body of each municipal member selects an appointed or elected official to serve as a Trustee on the Board of Trustees. Each municipality receives one vote on the Board; voting is not weighted.

With the recent organizational changes, it is recommended that the Board appoint Township Manager Carolyn McCreary as Trustee for the Property and Liability Trust.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board appoint Township Manager Carolyn McCreary as Trustee for the Property and Liability Trust (DVPLT)

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Carolyn McCreary, Township Manager as the Trustee representing Montgomery Township for the Property and Liability Trust (DVPLT).

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Appointment of Delegates – Montgomery County Tax Collection Committee

MEETING DATE: January 27, 2020 ITEM NUMBER: #21.

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

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

INITIATED BY: Carolyn McCreary, BOARD LIAISON: Tanya C. Bamford
Township Manager Chairman, Board of Supervisors

BACKGROUND:

Act 32 § 505 (b) requires the governing bodies of school districts, townships, boroughs, and cities, that impose an earned income tax, appoint one primary voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. If the primary voting delegate cannot be present for a TCC meeting, the alternate voting delegate shall be the voting representative at the TCC meeting.

With the retirement of Township Manager Lawrence Gregan and appointment of Director of Finance Brian Shapiro, the Board needs to adopt a resolution to appoint new Delegates to the TCC.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION: It is recommended that the Board appoint Carolyn McCreary, Township Manager, to serve as the delegate, and Brian S. Shapiro, Director of Finance to serve as the alternate delegate on behalf of the Township on the Montgomery County Earned Income Tax Collection Committee (TCC).

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Carolyn McCreary, Township Manager, to serve as the delegate, and Brian S. Shapiro, Director of Finance to serve as the alternate delegate on behalf of the Township on the Montgomery County Earned Income Tax Collection Committee (TCC). This appointment is effective immediately and shall continue until a successor is appointed.

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Manager

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Various Committee Appointments to Fill Vacancies

MEETING DATE: January 27, 2020

ITEM NUMBER: #22.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary
Township Manager

BOARD LIAISON: Tanya C. Bamford, Chair
Board of Supervisors

BACKGROUND:

The Township has received statements of interest from residents wishing to serve on various Township Committees, which currently have vacancies on them.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: None

RECOMMENDATION: Staff recommends the Board appoint these residents to the committees per the attached.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint the following residents to Township committees and thank them for their desire to serve our community in this capacity.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

| | |
|----------------------------------|--|
| Business Development Partnership | |
| Community & Rec. Center | |
| Community & Rec. Center | |
| Environmental Advisory Committee | |
| Environmental Advisory Committee | |
| Finance Committee | |
| Finance Committee | |
| Parks & Recreation Board | |
| Pension Committee | |
| Pension Committee | |
| Planning Commission | |
| Public Safety Committee | |
| Public Safety Committee | |
| Public Safety Committee | |
| Sewer Authority | |
| Shade Tree Commission | |
| Zoning Hearing Board | |

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization for Request for Qualifications for Traffic Engineer

MEETING DATE: January 27, 2020

ITEM NUMBER: # 23.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary
Township Manager

BOARD LIAISON: Tanya C. Bamford, Chair
Board of Supervisors

BACKGROUND:

The Township is interested in obtaining Requests for Qualifications (RFQ) from engineering firms to serve as Traffic Engineer for Montgomery Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: The 2020 adopted budget includes line items in various funds and areas of the budget for traffic engineering services.

RECOMMENDATION: Staff recommends the Township prepare and distribute the RFQ upon receiving Board authorization.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the preparation and issuance of a Request for Qualifications (RFQ) for traffic engineer.

MOTION: _____

SECOND: _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

**REQUEST FOR PROPOSAL (RFP)
TOWNSHIP TRAFFIC ENGINEER
MONTGOMERY TOWNSHIP**

1. PURPOSE AND INTENT

Through this Request for Proposals (RFP), Montgomery Township (hereinafter the "Township") seeks to engage a respondent to serve as the Township Traffic Engineering Consultant for the Township April 1, 2020.

2. PROPOSAL SUBMISSION

The respondent must submit an original hardcopy proposal, clearly marked as the "ORIGINAL", five (5) full, complete and exact copies, and an electronic copy of the proposal in a sealed envelope marked as "Township Traffic Engineering Consultant – DO NOT OPEN" and addressed to:

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

The proposals must be received no later than February 28, 2020 by 12:00 pm. (noon).

Under the Pennsylvania Right-to-Know (the "Law"), 65 P.S., §67.101, eq. seq., as amended, and other applicable laws, a record in the possession of the Municipality is presumed to be a public record subject to disclosure to any legal resident of the United States upon request, unless protected by a statutory exception. All documents/information submitted in response to the solicitation will be available to the general public.

The Township will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. Montgomery Township also reserves the right to negotiate with all qualified respondents, or to cancel in part or in its entirety the RFP when Montgomery Township determines that such action is in its best interest.

The Township further reserves the right to make such investigation as it deems necessary as to the qualifications of any and all respondents submitting proposals.

3. GENERAL INFORMATION ON MONTGOMERY TOWNSHIP

Montgomery Township is located in Montgomery County, Pennsylvania and operates under the authority provided to it by the Second-Class Township Code, 65 P.S. §65101, *et seq.*, with a five (5) member Board of Supervisors and an appointed Manager. The Township is approximately 10.8 square miles, has a population of over 25,000 residents (24,790 per 2010 census) and an annual General Fund budget of \$14.6M. The Board of Supervisors meets the second and fourth Mondays of each month and holds special meetings on an as needed basis.

4. MINIMUM QUALIFICATIONS AND SCOPE OF SERVICES

The Township requires the services of a firm or individual ("respondent") that is able to provide traffic engineering and planning consultant services on a variety of matters. See Exhibit A for details on needed services.

5. MANDATORY CONTENTS OF PROPOSAL

In addition to demonstrating an ability to perform all services described in Exhibit A in the respondent's proposal, the respondent must also include and address the following:

- a. Contact Information: Provide the name and address of the respondent; the name, telephone number, and e-mail address of the individual responsible for the preparation of the proposal, and the principal professional engineer assigned to the Township.
- b. An executive summary of not more than two (2) pages, identifying and substantiating why the respondent is best qualified to provide the requested services.
- c. A staffing plan listing those persons who will be assigned to this engagement if the respondent is selected, including the designation of the person who would be the respondent's primary contact responsible for managing all services required under the engagement. This portion of the proposal should include the relevant resume information for the individual(s) who will be assigned. The information should include, at a minimum, a description of the relevant professional experience, years and type of experience, and number of years with the respondent, for the respondent's primary contact. Also provide evidence of all applicable licenses and certifications to perform traffic engineering and planning in Pennsylvania.
- d. A description of the respondent's experience in performing services of the type described in the RFP. The respondent shall have at least six (6) years of experience as a Traffic Engineering Consultant for a municipality in Pennsylvania. Provide specific examples of work within the scope of services required under this RFP in similarly sized municipalities. It is imperative to show experience in similarly sized municipalities in Pennsylvania, and preferably within the same region of Pennsylvania. Also, provide a detailed description of experience working with PennDOT related to traffic engineering, planning and design services.
- e. The location of the respondent's office, if other than the respondent's main office, at which the respondent proposes to perform services required under this RFP. Describe your presence in Pennsylvania, and specifically in the same region of Pennsylvania as Montgomery Township, as well as the familiarity of your firm with the Montgomery County area.
- f. References of three (3) similar-sized municipal clients for whom services have been provided. Provide the contact names, titles and phone numbers.
- g. Identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to the engagement.

- h. Identify if the vendor or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the respondent must provide a description of the litigation and/or disciplinary action.
- i. Identify the hourly rate or other method of billing for the services requested.

A description of any ongoing investigations and/or litigation matters involving the applicant, its directors, officers and principals and any individuals employed by the applicant that relate to the performance of the vendor in the proposed field of expertise.

6. INTERVIEW

The Township Manager and/or the Board of Supervisors reserve the right to interview any or all of the respondents submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Township reserves the right to request clarifying information subsequent to the submission of the proposal.

7. SELECTION PROCESS

All proposals will be reviewed by the Township Manager or designee to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For respondents that satisfy the "Minimum Qualifications" and "Mandatory Contents of Proposal" the Township's evaluation will include but will not be limited to the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- a. The respondent's general approach to providing the services required under this RFP.
- b. The respondent's experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
- c. The qualifications and experience of the respondent's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by the RFP.
- d. The overall ability of the respondent to mobilize, undertake and successfully complete the scope of work in a timely fashion. The criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the respondent to perform the services required by this RFP; the availability and commitment to the engagement of the respondent's management, supervisory and other staff proposed, the location of the principal office that will serve the Township.
- e. Other criteria as deemed appropriate by the Township.

8. SELECTION AND CONTRACT

The Township will select the respondent that is determined to be the most qualified to provide the services required under this RFP. The winning respondent shall enter into a professional services contract with the Township, the terms of which shall be to the satisfaction of the Township Solicitor. The resulting contract will include the RFP, and all clarifications and addenda thereto, the selected respondent's proposal, and any changes negotiated by the parties.

Upon selection, the Traffic Engineering Consultant shall provide a billing rate proposal, including a billing rate schedule detailing personnel classification, rates per hour, direct expenses, such as auto travel, copies etc. and any other costs that may be applicable.

9. RESPONDENT'S AFFIDAVIT

Each respondent shall duly execute and deliver to the Township, at the time of the submission of its proposal, The Respondent's Affidavit on the form attached hereto.

10. AFFIDAVIT OF NON-COLLUSION

Each respondent shall be required to complete, sign and deliver at the time of the submission of its bid, an Affidavit of Non-Collusion in the form included herewith and made a part of this proposal.

11. AFFIRMATIVE ACTION AFFIDAVIT

Each respondent shall complete, sign and deliver at the time of the submission of his or her bid an Affirmative Action Affidavit on the form included herein and made a part of this request for bids.

12. WORKERS' COMPENSATION INSURANCE

Each respondent shall submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to the Township evidencing the existence of the mandatory minimum coverages required by this section.

The successful respondent shall, during the term of the contract, maintain Workers' Compensation Insurance in order to fully protect both its employees and the Township, as may be required by any and all state and federal laws, and provide the Township with an appropriate certificate evidencing the existence of said insurance policy; provided, however, that employer liability coverage shall not be less than \$1,000,000 for each occurrence.

13. LIABILITY INSURANCE

The successful respondent shall maintain, during the term of the contract, at its own expense, the following minimum liability insurance coverage:

1. General Public Liability Insurance (non-automotive) for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate;
2. Automotive Liability Insurance for personal injury and property damage in the amount of \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate; and
3. Umbrella Excess Liability coverage policy in the amount of \$5,000,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter-alia, name the Township as an additional insured and be designed to protect the Township from all claims for damages of any kind or any nature whatsoever including, but not limited to, wrongful death, which may arise from the obligation of the successful respondent in the performance of its contract, whether such obligation be controlled by the successful respondent itself, or by someone, either directly or indirectly, employed by it, for the purpose of accomplishing some obligation incumbent upon the successful respondent by the terms of the contract, and shall provide at the insurer's expense all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to conduct business in the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before execution of the contract hereunder. Said policies shall remain in full force and effect until the expiration of the term of the contract or the completion of all duties to be performed hereunder by the successful respondent, whichever shall occur later. The successful respondent shall deposit with the Township Manager the original policies of insurance herein referred to or true copies thereof prior to commencing work under the contract.

Each and Every policy of insurance herein maintained and required pursuant to the terms of the contract shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail/return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof; and said written notice shall be received by the Township at least ten (10) days prior to the effective date of any such modifications, alterations or cancellations. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the successful respondent shall be deemed to be in default and the Township may terminate the contract as of the effective date of such change in insurance coverage, and the surety on the performance bond may be held responsible by and to the Township for resulting losses. In the alternative, where the respondent allows the required insurance to be cancelled, terminated or expired, the Township may purchase replacement insurance containing the same coverages as required herein and charge the cost of such replacement insurance to the respondent and/or deduct the costs of the same from the fees and costs owed by the Township to the successful respondent.

It shall be the responsibility of the successful respondent in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Township from any and all claims whatsoever of any nature, regardless of the derivation of said claim, and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage or any other claims of damage which may be incident to the same.

This insurance coverage shall waive the governmental immunity, if any, of the Township and shall extend to and include all direct or indirect agents and employees of the successful respondent, and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the successful respondent pursuant to the terms of the contract.

Exhibit A

Montgomery Township, PA Minimum Requirements and Scope of Services Township Traffic Engineering Consultant

Montgomery Township is soliciting proposals and qualifications from firms interested in providing traffic engineering and planning services. The Township Traffic Engineering Consultant will work closely with the Township Manager, other Township staff and Boards, the Police Department, and the Township Engineer as well as, coordinate with the Public Works Department when needed. This work is to be performed on an on-Call, flexible service basis. The firm must have all applicable licenses and certifications to perform traffic engineering and planning in Pennsylvania, have at least six (6) years of experience in a similarly-sized municipality, and have traffic engineering and planning experience, including but not limited to:

A. Traffic Services

The selected Traffic Engineering Consultant shall be capable to provide the Township with the following specialized services:

- Traffic Operations Analysis, including traffic signal system analysis and optimization, pavement markings, signing, and maintenance of traffic plans.
- Transportation Planning, including feasibility studies, highway and intersection alternatives analysis, traffic circulation studies, traffic calming studies, comprehensive planning, capital improvement planning, and transportation master plan development.
- Traffic Impact Fee Studies in accordance with Act 209, including completion of the Roadway Sufficiency Analysis, identification of capital improvements, and developing an impact fee. The engineer shall also evaluate existing studies for updates, implementation, and application to land developments.
- Multimodal Studies/Plans, including municipal-wide studies, including bike plans, pedestrian plans, public transportation plans, and feasibility studies.
- Parking Studies, including parking demand/needs studies, duration studies, shared parking analyses, and garage feasibility studies.
- Land Development and Construction Plan Reviews completed on behalf of the municipality for land development projects.

B. Transportation Engineering Design Services

The selected Traffic Engineering Consultant shall be capable to provide the Township with engineering design services including, but not limited to, roadway design, bridge design, traffic signal design, Intelligent Transportation Services (ITS) design and multimodal shared-use path/sidewalk/ADA curb ramp design. The Traffic Engineering Consultant must be familiar with PennDOT and FHWA criteria\guidelines for design. The Traffic

Engineering Consultant must be knowledgeable and capable of providing engineering design services for the following, at a minimum:

- Municipal Road\Bridge Projects
- PennDOT and County Highway Occupancy Design Process on state and county routes
- PennDOT ECMS and ePS requirements for local governments
- PennDOT Traffic Signal Permit Process
- PennDOT Structural Adequacy Review process for locally owned structures
- PennDOT Project Delivery Process for Local Projects (Pub 740) for federally-funded and as identified state funded projects.

C. Construction Inspection, Observation, Management and Contract Administration

The selected Traffic Engineering Consultant shall be capable of providing construction inspection, observation and management services as directed by the Township related to roadway, bridge, shared-use path\sidewalk, ADA curb ramps, and traffic signal projects constructed by land developments, township, and other government agencies. The Traffic Engineering Consultant shall provide the following tasks, including, but not limited to:

- Provide certified construction inspectors to assess, document and monitor the daily operations ensuring that the work is being completed in accordance with the project plans and specifications.
- Review, approve, and process payment applications. This includes documentation and measurement of pay items and quantities.
- Perform all project documentation in accordance with the project requirements.
- Perform construction contract management\administration. This includes direct coordination with the project contractor, as well as, familiarity with the local letting process and project documentation in PennDOT ECMS and PPCC Programs for federally funded projects.

D. Funding Strategies and Grant Assistance

The selected Traffic Engineering Consultant shall, as requested, assist in the preparation and completion of grant applications for projects selected by the Township, including traffic analysis, preparation of concept plans, preparation of cost estimates, coordination with grant review agencies\permit review agencies, and meetings as directed by the Township.

The Traffic Engineering Consultant shall be capable of assisting the Township in the administration of awarded grants and preparation of materials for reimbursement to the Township, and through this selection process, not be precluded from completing the necessary engineering, design, and inspection work associated with the projects receiving grant funding.

E. Surveying, Easements and Related Services

The selected Traffic Engineering Consultant shall have the capability of performing or obtaining necessary boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition.

F. Environmental Services & Regulatory Agency Interactions

The selected Traffic Engineering Consultant shall be well versed in regulatory compliance and permitting, and be familiar with approval procedures of regulatory agencies, including but not limited to, the following: Pennsylvania Department of Transportation, PA Department of Conservation and Natural Resources, Pennsylvania Department of Environmental Protection, Pennsylvania Emergency Management Agency, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, and the U.S. Environmental Protection Agency.

G. Meeting Attendance and Participation

The selected Traffic Engineering Consultant may be expected to attend and support its reviews and decisions on behalf of the Township Planning Commission, Zoning Hearing Board and Board of Supervisors at a variety of municipal meetings, including, but not limited to, board meetings, planning and zoning meetings, meetings with affected property owners, as well as meetings with municipal staff, Township Solicitor, Township Consultants and developers and their consultants and other meetings as directed by the Township. This includes meetings with other government agencies and court hearings required to complete services for the Township.

H. Work Product

The selected Traffic Engineering Consultant will be expected to provide the municipality with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the municipality in printed form, as well as in electronic form to include portable document format and the root file(s).

I. Assignment of Professional Engineer

The selected respondent shall assign to the municipality a minimum of one (1) key staff person who is a Professional Engineer licensed to practice in Pennsylvania, who will serve as the Principal in Charge and/or the key contact for the respondent to the Township

J. Responsiveness

The selected Traffic Engineering Consultant must commit to provide services to the municipality in a timely manner, without unreasonable delays.

K. Proximity

The selected Traffic Engineering Consultant must be located within reasonable proximity to the municipality to ensure responsive meeting attendance, as requested, as well as, meeting coordination and the conveyance of documents when sent via courier.

Respondent's Affidavit

(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF :

_____, being first duly sworn, deposes and says that he/she resides at _____ that he/she is the _____ (title) of _____, who signed the above proposal or bid, that he/she was duly authorized to sign and that the bid is the true offer of the bidder, that the seal attached is the seal of the bidder, and that all declarations and statements contained in the bid are true to the best of his/her knowledge and belief.

Affiant

[Name of Company]

Sworn to and subscribed
before me this _____ day
of _____, 2020.

Notary Public
My Commission Expires:

AFFIDAVIT OF NON-COLLUSION

(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF :

_____, being first duly sworn, deposes and says that he/she is (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person to put in a sham bid, or that such other person shall refrain from bidding; and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other respondent, or to fix any overhead, profit or cost element of said bid price, or of that of any other respondent, or to secure any advantage against the Township or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such respondent has not, directly or indirectly, submitted this bid, or the contents hereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

[Name of Company]

Sworn to and subscribed
before me this _____ day
of _____, 2020.

Notary Public
My Commission Expires:

NON-DISCRIMINATION AFFIDAVIT

(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF :

I, _____ [name of affiant], being duly sworn, depose and say that I reside at _____, and that I am the _____ [title] of _____ [name of company]. In such capacity and for and on behalf of _____, it is hereby agreed and affirmed as follows:

1. _____ [name of respondent] will not discriminate against an employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

2. _____ [name of respondent] will take all steps necessary to ensure that all applicants are recruited and employed and that employees are treated during employment with regard to their age, race, creed, color, national origin, ancestry, marital status or sex.

3. _____ [name of respondent] will in all solicitations or advertisements for employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

Affiant

[Name of Company]

Sworn to and subscribed
before me this _____ day
of _____, 2020.

Notary Public
My Commission Expires:

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization for Request for Qualifications for Township Solicitor

MEETING DATE: January 27, 2020

ITEM NUMBER: #24.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary
Township Manager

BOARD LIAISON: Tanya C. Bamford, Chair
Board of Supervisors

BACKGROUND:

The Township is interested in obtaining Requests for Qualifications (RFQ) from legal firms to serve as Solicitor for Montgomery Township

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: The 2020 adopted budget includes line items in various funds and areas of the budget for legal services.

RECOMMENDATION: Staff recommends the Township prepare and distribute the RFQ upon receiving Board authorization.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the preparation and issuance of a Request for Qualifications (RFQ) for Township Solicitor.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

**MONTGOMERY TOWNSHIP
REQUEST FOR QUALIFICATIONS (RFQ)
FOR LEGAL SERVICES**

1. PURPOSE AND INTENT

Through this Request for Qualifications (RFQ), Montgomery Township seeks to engage a respondent as Solicitor for Montgomery Township upon appointment.

2. PROPOSAL SUBMISSION

The respondent must submit an original hardcopy proposal, clearly marked as the "ORIGINAL", five (5) full, complete and exact copies, and an electronic copy of the proposal in a sealed envelope marked as "Township Solicitor Legal Services – DO NOT OPEN" and addressed to:

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

The proposals must be received no later than February 28, 2020 by 12:00 pm. (noon).

Under the Pennsylvania Right-to-Know (the "Law"), 65 P.S., §67.101, *et seq.*, as amended, and other applicable laws, a record in the possession of the Municipality is presumed to be a public record subject to disclosure to any legal resident of the United States upon request, unless protected by a statutory exception. All documents/information submitted in response to the solicitation will be available to the general public.

The Township will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. Montgomery Township also reserves the right to negotiate with all qualified respondents, or to cancel in part or in its entirety the RFP when Montgomery Township determines that such action is in its best interest.

The Township further reserves the right to make such investigation as it deems necessary as to the qualifications of any and all respondents submitting proposals.

3. GENERAL INFORMATION

Montgomery Township is located in Montgomery County, Pennsylvania and operates under the authority provided to it by the Second-Class Township Code, 65 P.S. §65101, *et seq.*, with a five (5) member Board of Supervisors and an appointed Manager. The Township is approximately 10.8 square miles, has a population of over 25,000 residents (24,790 per 2010 census) and an annual General Fund budget of \$14.6M. The Board of Supervisors meets the second and fourth Mondays of each month and holds special meetings on an as needed basis.

4. MINIMUM QUALIFICATIONS

Montgomery Township requires the services of a firm or individual that is able to provide legal advice on a variety of matters. See Exhibit A for details on needed services. The Township currently has Special Labor Counsel.

5. PERFORMANCE STANDARD:

- A. All work performed or managed must be of the highest quality and shall be performed in a timely manner.
- B. All services to be performed under this ensuing contract shall be performed in the most cost-effective manner in achieving the objectives of the Township.

6. TERM OF CONTRACT:

Contract shall be "at will" and may be terminated at any time, for any reason, upon a vote of the majority of the Board of Commissioners.

7. INSURANCE:

The selected candidate shall, at his/her sole cost and expense, procure and maintain, in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected candidate shall obtain any other insurance coverage as may be required by law.

A. General Liability Insurance:

Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

B. Workers' Compensation and Employers' Liability Insurance:

Limits of Liability: Statutory Limits.

C. Automobile Liability:

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

D. Professional Liability Insurance:

Limit of Liability: \$1,000,000 by claim and \$2,000,000 in the aggregate.

Coverage for occurrences happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy. The policy shall include "tail coverage" for the work performed on behalf of the Township after the termination of his/her employment.

All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The Township requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the Township at least ten (10) calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a certificate evidencing renewed coverage of a new policy must be presented to the Township no later than thirty (30) days after the effective date of the policy.

The Township reserves the right to review categories and levels of insurance coverage held by the selected firm in an ongoing program of risk management. The selected firm will be notified, in writing, of coverage requirements as determined by this review and the firm agrees to secure such requested coverage.

8. UNDUE INFLUENCE:

The successful candidate agrees not to hire any Township Personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this agreement for up to and including one (1) year following the termination of the employee from Township service. Failure to abide by this provision shall constitute a breach of this agreement.

9. MANDATORY CONTENTS OF PROPOSAL:

In addition to demonstrating an ability to meet all minimum qualifications described in Exhibit A and/or B, the firm must also include and address the following:

- a. Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible

for the preparation of the proposal, and the principal professional assigned to the Township.

- b. A two-year rate proposal for 2020 and 2021. The proposal should include a Rate Schedule for principal, associates and paralegals, detailing Personnel Classifications, rates per hour, direct expenses such as auto travel, copies, etc. and any other costs that may be applicable.
- c. An executive summary of not more than two (2) pages, identifying and substantiating why the respondent is best qualified to provide the requested services.
- d. A staffing plan listing those persons who will be assigned to the engagement if the respondent is selected, including the designation of the person who would be the respondent's principal professional responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. The information should include, at a minimum, a description of the principal's relevant professional experience, years and type of experience, and number of years with the respondent.
- e. A description of the respondent's experience working with the Second-Class Township Code. Additionally, please provide a listing of all current clients that are governed by the Second-Class Township Code.
- f. A description of the respondent's experience in performing services of the type described in this RFQ. The respondent shall have extensive experience, not less than five (5) years, as a municipal solicitor in the State of Pennsylvania. Provide specific examples of work within the scope of services required under this RFQ.
- g. A description of the systems that will be established for monthly reporting of the status of projects, requests, and litigation.
- h. The location of respondent's office, if other than the respondent's main office, at which the respondent proposes to perform services required under this RFQ. Describe your presence in Pennsylvania and any familiarity your firm has with the County of Montgomery area.
- i. References, including all municipal clients, three (3) current clients for whom services have been provided for at least three (3) years, and two (2) clients for whom services have been provided within the past seven (7) years. Provide the contact names, titles and phone numbers.
- l. If the respondent or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the respondent must provide a description of the litigation and/or disciplinary action.
- j. A description of any ongoing investigations and/or litigation matters involving the respondent, its directors, officers and principals and any individuals employed by

the respondent that relate to the performance of the respondent in the proposed field of expertise.

- k. It is important that the Solicitor, and the firm, representing the Township not have any other clients that have or would be in conflict with Township issues. Specify if there are any actual or potential conflicts of interest with the Township. Include a disclosure of clients who have had dealings with the Township, including all boards and commissions. Explain how your firm would handle such conflicts. Also, set out any allowance in contract price if the Township has to retain other legal counsel because of a conflict of interest with your firm. Present evidence of firm's malpractice coverage.
- l. A detailed listing of the method of charging for professional and administrative services; the billable rates for all personnel of your firm who may provide services to the Township (do not list a range of rates.); a description of the multipliers, overhead charges and other applicable fee information; a description of minimum billings; hourly or per meeting rates associated with attending Township evening meetings, as requested. Any costs incurred by proposer in preparing or submitting offers are the proposer's sole responsibility. The Township will not reimburse any proposer for any costs incurred prior to contract award.

10. INTERVIEW

The Township Manager and /or the Board of Supervisors reserve the right to interview any or all of the respondents submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. Montgomery Township reserves the right to request clarifying information subsequent to submission of the proposal.

11. SELECTION PROCESS

All proposals will be reviewed by the Township Manager and/or Board of Supervisors to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For respondents that satisfy the Minimum Qualifications and the Mandatory Contents of Proposal the Township's evaluation will include but will not be limited to the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- a) The respondent's general approach to providing the services required under this RFQ.
- b) The respondent's municipal experience and to the engagement addressed by this RFQ.
- c) The qualifications and experience of the respondent's management, supervisory or other key personnel assigned to the engagement, with emphasis on municipal experience and to the services required by this RFQ.
- d) The overall ability of the respondent to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the respondent to perform the services required by this RFQ; the availability and commitment to the engagement of the respondent's management, supervisory and other staff proposed.

- e) Costs and fee schedules.
- f) Other criteria as deemed appropriate by Montgomery Township Board of Supervisors.

12. SELECTION AND CONTRACT

Montgomery Township will select the respondent deemed most advantageous to the Township with all factors included in this RFQ. The resulting contract will include this RFQ, any clarifications or addenda thereto, the selected respondent's proposal, and any changes negotiated by the parties. Montgomery Township shall not be required to appoint the lowest cost respondent.

13. FILES

At the termination of the employment of the solicitor, he/she shall promptly return to the Township all files complete with all documents, memos, legal research notes, correspondence and all other material contained therein including but not limited to electronic data, at no cost to Township.

14. EXCEPTIONS

Any exceptions to terms, conditions, or other requirements in any part of this RFQ must be clearly pointed out in the candidate's proposal. Otherwise, the Township will consider that all items offered are in strict compliance with this RFQ, and the successful proposer will be responsible for compliance.

15. QUESTIONS / CLARIFICATIONS:

Any official questions and/or clarifications shall be directed, in writing, to the person noted below by **February 24, 2020**. Questions raised after this cut-off will remain unanswered.

Carolyn McCreary
Township Manager
Montgomery Township
cmccreary@montgomerytwp.org

Questions will be answered in writing (via email) and distributed to all firms.

16. AUTHORITY TO DISTRIBUTE RFQ PACKAGES:

The Township Manager's office is the sole entity authorized to provide this RFQ package to interested companies or individuals.

Exhibit A

Montgomery Township Request for Qualifications for Municipal Professionals Minimum Qualifications

General Solicitor

Respondents must establish that they meet the following minimum qualifications:

- 1) Multi-disciplined firm with experience in municipal law, municipal litigation and tort claim laws, Pennsylvania employment and personnel issues. The respondent shall have experience working for Second-Class municipalities in the State of Pennsylvania. The respondent must demonstrate a high degree of knowledge, experience and ability including, but not limited to, the following:
 - a) Working with government, including Townships of the Commonwealth of Pennsylvania
 - b) Experience in a Municipal -Manager Form of Government
 - c) Pennsylvania laws, codes and regulations
 - d) Business law, particularly in areas of bankruptcy, contracts and purchasing
 - e) Preparation and review of ordinances, resolutions, agreements, contracts, forms, and other documents required by the Township.
 - f) Zoning regulations
 - g) Subdivision, land development and environmental matters
 - h) Bond and finance procedures
 - i) Acquisition and disposition of real-estate
 - j) Tax law, debt collection, business law, bankruptcy, real estate, construction contracts, management and dispute resolution; various administrative and judicial procedures
 - k) Litigation experience for plaintiffs and defendants, not only at the Common Pleas level, but at the Commonwealth Court level as well
 - l) Government ethics laws
 - m) Expertise in reviewing contract documents for contractors, performance, responsibilities and liability requirements
 - n) Expertise in writing deed descriptions for property transfer
 - o) Expertise in review of reimbursement agreements with State and Federal agencies for Township projects
 - p) Expertise in review of risk management for construction contracts
 - q) Expertise in the Sunshine Act and Right to Know Law
- 2) The solicitor must attend and provide legal advice at all commissioners' meetings, any additional public meetings when asked, and all other meetings when directed. The solicitor must represent the Township in all judicial, EEOC and arbitration issues including but not limited to the negotiation of all settlements.

3) The respondents must be licensed to practice law in the State of Pennsylvania and be a member of the Bar in good standing. Include a list of any other professional qualifications, experiences and/or credentials you feel are relevant to this RFQ.

4) The respondent shall comply with and be subject to all provisions of federal, state and local laws.

5) Appointment

The Board of Supervisors may appoint a Township Solicitor, on a full-time, part-time or retainer basis, for an indefinite term. The Township Solicitor is not an official of the Township, and shall hold no public office with Montgomery Township.

6) Qualifications

The Township Solicitor may be either an individual or a partnership or a professional legal corporation, learned in the law and in good standing and active legal practice in the Commonwealth of Pennsylvania.

7) Compensation

The compensation of the municipal Solicitor shall be as fixed by contract.

8) Scope of Authority

All of the legal affairs of the Township shall be under the general supervision of the Township Solicitor. Except as otherwise provided by Board of Supervisors, no official, Board of Supervisor member or employee of the Township may employ additional legal counsel without express authorization to do so from the Board of Supervisors.

9) Duties

The Township Solicitor shall render such legal services as may be necessary or desirable for the best interests of Montgomery Township and shall, upon request, furnish the Board of Supervisors and/or Manager with a written opinion upon any question of law submitted by any of them in their official capacity.

10) Special Counsel

The Board of Supervisors may specially employ legal counsel in connection with any legal matters involving Montgomery Township or any of its officials or employees as needed.

The Authorization to Release Records must be completed and submitted. Failure to complete and submit this required sheet, which authorizes Disciplinary Counsel disclosure, shall be considered grounds for rejection of the tended proposal.

AUTHORIZATION TO RELEASE RECORDS

I do hereby provide to Montgomery Township written authorization for the release of any and all records including, but not limited to complaints, investigation reports, recommendations and sanction actions pertaining to any complaints filed against the undersigned with the Office of the Disciplinary Counsel.

Name of Candidate: _____

Bar Registration No. _____

Date: _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Acceptance of Request for Benefits

MEETING DATE: January 27, 2020

ITEM NUMBER: #25.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary,
Township Manager

BOARD LIAISON: Tanya C. Bamford,
Board of Supervisors Chairman

BACKGROUND:

Supervisors Annette M. Long and Beth A. Staab would like to participate in the medical benefits and insurance plans offered to Montgomery Township Supervisors. Each supervisor will be submitting a letter of intent to participate to the Township Manager prior to the meeting on Monday, January 27, 2020.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve the request of supervisors to participate in the medical benefits and insurance plans as offered by Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve/deny the request by Annette Long and Beth Staab to participate in the medical benefits and insurance plans as provided by Montgomery Township.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|------------------------|-----|---------|---------|--------|
| Candyce Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Resolution Authorizing Bank Signatories

MEETING DATE: January 27, 2020

ITEM NUMBER: #26.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Carolyn McCreary
Township Manager

BOARD LIAISON: Tanya C. Bamford, Chair
Board of Supervisors

BACKGROUND:

The Township must update the authorized signers on its various bank accounts as a result of the new Board members being sworn in and the hiring of a new Finance Director.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: None

RECOMMENDATION: Staff recommends the Board authorize adoption of the attached resolution adding Annette Long, Beth Staab and Brian Shapiro as signers to its bank accounts.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt the attached resolution adding Annette M. Long, Beth A. Staab and Brian Shapiro to the Township accounts held at Univest Bank.

MOTION: _____ SECOND: _____

ROLL CALL:

| | | | | |
|-----------------------|-----|---------|---------|--------|
| Candye Fluehr Chimera | Aye | Opposed | Abstain | Absent |
| Annette M. Long | Aye | Opposed | Abstain | Absent |
| Matthew W. Quigg | Aye | Opposed | Abstain | Absent |
| Beth A. Staab | Aye | Opposed | Abstain | Absent |
| Tanya C. Bamford | Aye | Opposed | Abstain | Absent |

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: January 27, 2020

ITEM NUMBER: #27.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Carolyn McCreary,
Township Manager

BOARD LIAISON: Tanya C. Bamford,
Chairman, Board of Supervisors

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

I move that we approve the January 27, 2020 bills as submitted.

DISTRIBUTION: Board of Supervisors, Township Solicitor

| Check Date | Bank | Check | Vendor | Vendor Name | Amount |
|--------------------------|------|-------|-----------|-------------------------------------|------------|
| Bank 01 UNIVEST CHECKING | | | | | |
| 01/09/2020 | 01 | 77211 | 00000031 | AT&T | 122.63 |
| 01/09/2020 | 01 | 77212 | 00000072 | CANON FINANCIAL SERVICES, INC | 1,622.00 |
| 01/09/2020 | 01 | 77213 | 100001219 | DELAWARE VALLEY REGIONAL FINANCE | 106,609.68 |
| 01/09/2020 | 01 | 77214 | 00000354 | MAD SCIENCE OF WEST NEW JERSEY | 284.00 |
| 01/16/2020 | 01 | 77215 | 00906105 | BATTERIES & BULBS | 179.96 |
| 01/16/2020 | 01 | 77216 | 00000363 | COMCAST | 69.22 |
| 01/16/2020 | 01 | 77217 | 00000335 | COMCAST CORPORATION | 448.51 |
| 01/16/2020 | 01 | 77218 | 00000967 | DVHT - DELAWARE VALLEY HEALTH TRUST | 178,176.92 |
| 01/16/2020 | 01 | 77219 | 00000817 | GILMORE & ASSOCIATES, INC. | 57,369.24 |
| 01/16/2020 | 01 | 77220 | 00000817 | VOID | 0.00 V |
| 01/16/2020 | 01 | 77221 | 00001282 | KENNETH AMEY | 552.50 |
| 01/16/2020 | 01 | 77222 | 100001228 | MCATO | 45.00 |
| 01/16/2020 | 01 | 77223 | 00000356 | NORTH WALES WATER AUTHORITY | 141.24 |
| 01/16/2020 | 01 | 77224 | 00000397 | PECO ENERGY | 14,602.57 |
| 01/16/2020 | 01 | 77225 | 00000399 | PECO ENERGY | 8,664.56 |
| 01/16/2020 | 01 | 77226 | 00000015 | SPRINT | 380.28 |
| 01/16/2020 | 01 | 77227 | 00001984 | TRAFFIC PLANNING AND DESIGN, INC. | 15,564.13 |
| 01/24/2020 | 01 | 77228 | 00000496 | 21ST CENTURY MEDIA NEWSPAPERS LLC | 1,030.04 |
| 01/24/2020 | 01 | 77229 | 100000337 | AAA CATERING | 1,832.54 |
| 01/24/2020 | 01 | 77230 | 00000006 | ACME UNIFORMS FOR INDUSTRY | 506.16 |
| 01/24/2020 | 01 | 77231 | 00000006 | ACME UNIFORMS FOR INDUSTRY | 125.69 |
| 01/24/2020 | 01 | 77232 | 100000892 | ADAM ZWISLEWSKI | 20.00 |
| 01/24/2020 | 01 | 77233 | 00000340 | ADVENT SECURITY CORPORATION | 837.72 |
| 01/24/2020 | 01 | 77234 | 100001224 | AHRA KIM | 220.00 |
| 01/24/2020 | 01 | 77235 | 00001202 | AIRGAS, INC. | 258.87 |
| 01/24/2020 | 01 | 77236 | 100000814 | AMAZON.COM SERVICES, INC | 1,871.11 |
| 01/24/2020 | 01 | 77237 | 100001232 | AMERICAN PLANNING ASSOCIATION: | 112.00 |
| 01/24/2020 | 01 | 77238 | 100000568 | APMM | 140.00 |
| 01/24/2020 | 01 | 77239 | 00000027 | ARMOUR & SONS ELECTRIC, INC. | 8,850.00 |
| 01/24/2020 | 01 | 77240 | 100000915 | AUSTIN NEDWICK | 15.00 |
| 01/24/2020 | 01 | 77241 | 100000189 | AVINASH SRINIVASAN | 25.00 |
| 01/24/2020 | 01 | 77242 | 100001220 | BARTLETT TREE EXPERTS | 735.00 |
| 01/24/2020 | 01 | 77243 | 00901640 | BERGEY'S, INC. | 3,127.37 |
| 01/24/2020 | 01 | 77244 | 00000209 | BOUCHER & JAMES, INC. | 19,815.98 |
| 01/24/2020 | 01 | 77245 | 00000209 | VOID | 0.00 V |
| 01/24/2020 | 01 | 77246 | 00000209 | BOUCHER & JAMES, INC. | 16,790.87 |
| 01/24/2020 | 01 | 77247 | 100000979 | BRANDON UZDZIENSKI | 100.00 |
| 01/24/2020 | 01 | 77248 | 100001063 | BRIAN ALLEN | 30.00 |
| 01/24/2020 | 01 | 77249 | 100001080 | BRIAN GRABER | 15.00 |
| 01/24/2020 | 01 | 77250 | 03214625 | BUX-MONT AWARDS & ENGRAVING | 25.50 |
| 01/24/2020 | 01 | 77251 | 100000405 | C.E.S. | 215.88 |
| 01/24/2020 | 01 | 77252 | 00000071 | CANON SOLUTIONS AMERICA, INC. | 1,544.93 |
| 01/24/2020 | 01 | 77253 | 100000878 | CARL HERR | 35.00 |
| 01/24/2020 | 01 | 77254 | 00001601 | CDW GOVERNMENT, INC. | 937.74 |
| 01/24/2020 | 01 | 77255 | 100000908 | CHRISTOPHER MCCLAIN | 140.00 |
| 01/24/2020 | 01 | 77256 | 100000208 | CHRISTY BENNIS | 69.00 |
| 01/24/2020 | 01 | 77257 | 00000363 | COMCAST | 706.79 |
| 01/24/2020 | 01 | 77258 | 00000335 | COMCAST CORPORATION | 980.30 |
| 01/24/2020 | 01 | 77259 | 00000629 | DAVIDHEISER'S INC. | 398.00 |
| 01/24/2020 | 01 | 77260 | 00001556 | DCED-PA DEPT OF COMMUNITY & | 931.50 |
| 01/24/2020 | 01 | 77261 | 100000291 | DEGLER-WHITING, INC. | 1,200.00 |
| 01/24/2020 | 01 | 77262 | 00000118 | DEL-VAL INTERNATIONAL TRUCKS, INC. | 1,697.28 |
| 01/24/2020 | 01 | 77263 | 00000125 | DISCHELL, BARTLE DOOLEY | 21,034.00 |
| 01/24/2020 | 01 | 77264 | 00000125 | VOID | 0.00 V |
| 01/24/2020 | 01 | 77265 | 100000893 | DONALD TUCKER | 55.00 |
| 01/24/2020 | 01 | 77266 | 00001166 | DRUMHELLER CONSTRUCTION, INC. | 42,657.48 |
| 01/24/2020 | 01 | 77267 | 00000612 | DVMMA - DELAWARE VALLEY MUNICIPAL | 466.00 |
| 01/24/2020 | 01 | 77268 | 00001520 | DVPLT - DELAWARE VALLEY PROPERTY & | 78,982.25 |
| 01/24/2020 | 01 | 77269 | 00000120 | DVWCT - DELAWARE VALLEY WC TRUST | 56,450.00 |
| 01/24/2020 | 01 | 77270 | MISC | EFFECTIVE SIGN WORKS (MAG SIGN | 100.00 |
| 01/24/2020 | 01 | 77271 | 03214663 | ELITE 3 FACILITIES MAINTNEANCE, LLC | 4,240.00 |
| 01/24/2020 | 01 | 77272 | 00903110 | ESTABLISHED TRAFFIC CONTROL | 969.00 |
| 01/24/2020 | 01 | 77273 | MISC | EZ SIGNS LLC | 129.50 |
| 01/24/2020 | 01 | 77274 | 100000906 | FBI-LEEDA | 50.00 |
| 01/24/2020 | 01 | 77275 | 100000315 | FBINAA | 250.00 |
| 01/24/2020 | 01 | 77276 | 00000169 | FEDEX | 317.19 |
| 01/24/2020 | 01 | 77277 | 100000408 | FSSOLUTIONS | 580.00 |
| 01/24/2020 | 01 | 77278 | 03214568 | FULTON CARDMEMBER SERVICES | 2,634.35 |
| 01/24/2020 | 01 | 77279 | 00000611 | FUN EXPRESS LLC | 45.13 |
| 01/24/2020 | 01 | 77280 | 00001852 | G.L. SAYRE, INC. | 120.76 |
| 01/24/2020 | 01 | 77281 | 00001504 | GALETON GLOVES | 647.33 |
| 01/24/2020 | 01 | 77282 | 00000188 | GALLS, AN ARAMARK CO., LLC | 714.43 |
| 01/24/2020 | 01 | 77283 | 00000672 | GET IT GOT IT LLC | 422.50 |
| 01/24/2020 | 01 | 77284 | 00000817 | GILMORE & ASSOCIATES, INC. | 37,296.88 |
| 01/24/2020 | 01 | 77285 | 00000817 | VOID | 0.00 V |
| 01/24/2020 | 01 | 77286 | 00000198 | GLASGOW, INC. | 94.94 |
| 01/24/2020 | 01 | 77287 | 00001323 | GLICK FIRE EQUIPMENT COMPANY INC | 406.20 |
| 01/24/2020 | 01 | 77288 | 00000219 | GLOBAL EQUIPMENT COMPANY | 85.90 |

| Check Date | Bank | Check | Vendor | Vendor Name | Amount |
|------------|------|-------|-----------|-------------------------------------|------------|
| 01/24/2020 | 01 | 77289 | 00001709 | GOULDEY WELDING & FABRICATIONS, INC | 1,357.00 |
| 01/24/2020 | 01 | 77290 | 00000229 | GRAINGER | 377.69 |
| 01/24/2020 | 01 | 77291 | 00000213 | HAJOCA CORPORATION | 52.71 |
| 01/24/2020 | 01 | 77292 | 100001226 | HELEN WEISS | 15.00 |
| 01/24/2020 | 01 | 77293 | 00000903 | HOME DEPOT CREDIT SERVICES | 392.85 |
| 01/24/2020 | 01 | 77294 | 00441122 | HORSHAM CAR WASH | 257.00 |
| 01/24/2020 | 01 | 77295 | 00001095 | IACP - INTERNATIONAL ASSOCIATION | 190.00 |
| 01/24/2020 | 01 | 77296 | 00001095 | IACP - INTERNATIONAL ASSOCIATION | 875.00 |
| 01/24/2020 | 01 | 77297 | 00000102 | INTERSTATE BATTERY SYSTEMS OF | 179.90 |
| 01/24/2020 | 01 | 77298 | 00000531 | INTERSTATE GRAPHICS | 18.00 |
| 01/24/2020 | 01 | 77299 | 100000889 | JACOB WELTMAN | 15.00 |
| 01/24/2020 | 01 | 77300 | 100000881 | JOHN H. MOGENSEN | 45.00 |
| 01/24/2020 | 01 | 77301 | 00000257 | JOHN R. YOUNG & COMPANY | 818.30 |
| 01/24/2020 | 01 | 77302 | 100000750 | JOHNSON CONTROLS FIRE PROTECTION LP | 3,568.00 |
| 01/24/2020 | 01 | 77303 | 100000887 | JON WASHINGTON | 120.00 |
| 01/24/2020 | 01 | 77304 | 100000925 | JOSEPH M. BENNETT | 15.00 |
| 01/24/2020 | 01 | 77305 | 100000904 | JULIUS MACK | 105.00 |
| 01/24/2020 | 01 | 77306 | 100000554 | KEITH GRIERSON | 15.00 |
| 01/24/2020 | 01 | 77307 | 00000264 | KENCO HYDRAULICS, INC. | 395.00 |
| 01/24/2020 | 01 | 77308 | 00000107 | KENNEDY COMPANIES | 395.00 |
| 01/24/2020 | 01 | 77309 | 00902911 | KIM P. GREENE | 105.00 |
| 01/24/2020 | 01 | 77310 | 00000271 | LANSDALE CHRYSLER PLYMOUTH INC. | 537.59 |
| 01/24/2020 | 01 | 77311 | 100001177 | LAURI MICHNA-DEY | 250.00 |
| 01/24/2020 | 01 | 77312 | 00000668 | LEADSONLINE | 2,305.00 |
| 01/24/2020 | 01 | 77313 | 00001706 | LOWE'S COMPANIES INC. | 12.32 |
| 01/24/2020 | 01 | 77314 | 00000354 | MAD SCIENCE OF WEST NEW JERSEY | 264.00 |
| 01/24/2020 | 01 | 77315 | 00000354 | MAD SCIENCE OF WEST NEW JERSEY | 264.00 |
| 01/24/2020 | 01 | 77316 | MISC | MARK FAUX BUILDERS | 1,200.00 |
| 01/24/2020 | 01 | 77317 | 00000687 | MARLANE GRAPHICS, INC. | 1,242.50 |
| 01/24/2020 | 01 | 77318 | 100001238 | MARTHA COONEY | 382.00 |
| 01/24/2020 | 01 | 77319 | 00000689 | MARY KAY KELM, ESQUIRE | 1,125.00 |
| 01/24/2020 | 01 | 77320 | 00000201 | MASTERTECH AUTO SERVICE, LLC | 512.71 |
| 01/24/2020 | 01 | 77321 | 100001227 | MAUREEN GORDON | 100.00 |
| 01/24/2020 | 01 | 77322 | 00000974 | MCCARTHY AND COMPANY, PC | 3,312.50 |
| 01/24/2020 | 01 | 77323 | 100000788 | MCDONALD'S | 266.64 |
| 01/24/2020 | 01 | 77324 | 100000875 | MICHAEL BEAN | 45.00 |
| 01/24/2020 | 01 | 77325 | 100000885 | MICHAEL SHEARER | 90.00 |
| 01/24/2020 | 01 | 77326 | 100000188 | MJ EARL | 717.10 |
| 01/24/2020 | 01 | 77327 | 00001225 | MONTGOMERY TOWNSHIP MUNICIPAL | 837.24 |
| 01/24/2020 | 01 | 77328 | 1264 | MORGAN STANLEY SMITH BARNEY INC | 134,894.50 |
| 01/24/2020 | 01 | 77329 | 00002073 | MORTON SALT INC | 4,748.21 |
| 01/24/2020 | 01 | 77330 | 00002077 | MSWAT-CR | 3,000.00 |
| 01/24/2020 | 01 | 77331 | 00001400 | PA CHIEFS OF POLICE ASSOCIATION | 1,000.00 |
| 01/24/2020 | 01 | 77332 | 00001400 | PA CHIEFS OF POLICE ASSOCIATION | 6,500.00 |
| 01/24/2020 | 01 | 77333 | 00001400 | PA CHIEFS OF POLICE ASSOCIATION | 990.00 |
| 01/24/2020 | 01 | 77334 | 00001400 | PA CHIEFS OF POLICE ASSOCIATION | 175.00 |
| 01/24/2020 | 01 | 77335 | 100000890 | PAUL MOGENSEN | 60.00 |
| 01/24/2020 | 01 | 77336 | 00000402 | PECO ENERGY COMPANY | 330.00 |
| 01/24/2020 | 01 | 77337 | 00000595 | PENN VALLEY CHEMICAL COMPANY | 1,172.50 |
| 01/24/2020 | 01 | 77338 | 03214629 | PENNSYLVANIA CHIEFS OF POLICE ASSOC | 100.00 |
| 01/24/2020 | 01 | 77339 | 00000388 | PENNSYLVANIA ONE CALL SYSTEM, INC. | 92.50 |
| 01/24/2020 | 01 | 77340 | 100000754 | PETROLEUM TRADERS CORP. | 3,555.06 |
| 01/24/2020 | 01 | 77341 | 100000755 | PETROLEUM TRADERS CORP. | 747.76 |
| 01/24/2020 | 01 | 77342 | 00000009 | PETTY CASH | 76.71 |
| 01/24/2020 | 01 | 77343 | 00001171 | PHILA OCCHEALTH/DBA WORKNET OCC | 158.30 |
| 01/24/2020 | 01 | 77344 | 00000446 | PHISCON ENTERPRISES, INC. | 500.00 |
| 01/24/2020 | 01 | 77345 | 00000945 | PIPERSVILLE GARDEN CENTER, INC. | 203.30 |
| 01/24/2020 | 01 | 77346 | 100000320 | POWERDMS | 750.00 |
| 01/24/2020 | 01 | 77347 | 00003333 | PSATS | 3,353.00 |
| 01/24/2020 | 01 | 77348 | 00000252 | PURE CLEANERS | 521.75 |
| 01/24/2020 | 01 | 77349 | 100001010 | RACHEL GIBSON | 95.00 |
| 01/24/2020 | 01 | 77350 | 100000886 | RACHEL TROUTMAN | 30.00 |
| 01/24/2020 | 01 | 77351 | 00002067 | RAGNASOFT, INC. | 1,885.00 |
| 01/24/2020 | 01 | 77352 | 00906102 | READY REFRESH | 205.01 |
| 01/24/2020 | 01 | 77353 | 100001239 | REIGNING CHAMPS FOOTBALL LLC | 3,500.00 |
| 01/24/2020 | 01 | 77354 | 00000430 | REM-ARK ALLOYS, INC. | 445.73 |
| 01/24/2020 | 01 | 77355 | 100001235 | ROBERT BOUDREAU | 69.00 |
| 01/24/2020 | 01 | 77356 | 100001218 | ROBERT DECKER ENTERPRISES, INC. | 2,520.00 |
| 01/24/2020 | 01 | 77357 | 100000873 | RYAN ALLISON | 60.00 |
| 01/24/2020 | 01 | 77358 | 100000884 | RYAN RUDELL | 45.00 |
| 01/24/2020 | 01 | 77359 | 00000452 | S&S WORLDWIDE | 76.90 |
| 01/24/2020 | 01 | 77360 | 00000653 | SCATTON'S HEATING & COOLING, INC. | 2,756.45 |
| 01/24/2020 | 01 | 77361 | 100001230 | SCOTT E. BUCHHEIT | 1,025.66 |
| 01/24/2020 | 01 | 77362 | 100000874 | SEAN ALLISON | 45.00 |
| 01/24/2020 | 01 | 77363 | 00001939 | SERVICE TIRE TRUCK CENTERS | 2,484.00 |
| 01/24/2020 | 01 | 77364 | 00000465 | SHAPIRO FIRE PROTECTION COMPANY | 564.58 |
| 01/24/2020 | 01 | 77365 | 100000790 | SHOEN SAFETY & TRAINING | 360.00 |
| 01/24/2020 | 01 | 77366 | 00001030 | SIGNAL CONTROL PRODUCTS, INC. | 2,800.00 |
| 01/24/2020 | 01 | 77367 | 100001113 | SIMPLEX WELLNESS | 6,574.27 |
| 01/24/2020 | 01 | 77368 | 00000059 | SOCIETY OF HUMAN RESOURCE(SHRM) | 219.00 |
| 01/24/2020 | 01 | 77369 | 100001237 | SOORYUN PARK | 69.00 |

01/24/2020 11:35 AM
User: msanders
DB: Montgomery Twp

CHECK REGISTER FOR MONTGOMERY TOWNSHIP
CHECK DATE FROM 01/07/2020 - 01/27/2020

Page: 3/3

| Check Date | Bank | Check | Vendor | Vendor Name | Amount |
|------------|------|-------|-----------|-------------------------------------|-----------|
| 01/24/2020 | 01 | 77370 | 00001394 | STANDARD INSURANCE COMPANY | 7,352.75 |
| 01/24/2020 | 01 | 77371 | 100000701 | STAPLES BUSINESS CREDIT | 1,409.43 |
| 01/24/2020 | 01 | 77372 | 00000636 | STAPLES CREDIT PLAN | 129.31 |
| 01/24/2020 | 01 | 77373 | 00003015 | STEPHEN A. SPLENDIDO | 15.00 |
| 01/24/2020 | 01 | 77374 | 100001172 | STREET COP TRAINING | 525.00 |
| 01/24/2020 | 01 | 77375 | 100001172 | STREET COP TRAINING | 175.00 |
| 01/24/2020 | 01 | 77376 | 00000485 | SYRENA COLLISION CENTER, INC. | 100.00 |
| 01/24/2020 | 01 | 77377 | 00001666 | THE FENCE GUYS | 206.54 |
| 01/24/2020 | 01 | 77378 | 00906111 | THE PROTECTION BUREAU | 204.00 |
| 01/24/2020 | 01 | 77379 | 100001221 | THOMAS COX | 100.00 |
| 01/24/2020 | 01 | 77380 | 100001236 | THOMAS O'DONNELL | 500.00 |
| 01/24/2020 | 01 | 77381 | 00002020 | THOMSON REUTERS | 220.50 |
| 01/24/2020 | 01 | 77382 | 00001273 | TIM KUREK | 461.25 |
| 01/24/2020 | 01 | 77383 | 00000506 | TRANS UNION LLC | 126.00 |
| 01/24/2020 | 01 | 77384 | 100001222 | TREASURER, COUNTY OF MONTGOMERY | 7,776.00 |
| 01/24/2020 | 01 | 77385 | 100000290 | TRIAD TRUCK EQUIPMENT | 7,761.65 |
| 01/24/2020 | 01 | 77386 | 100001181 | TURTLE & HUGHES ELECTRICAL & | 2,730.18 |
| 01/24/2020 | 01 | 77387 | 00000327 | U.S. MUNICIPAL SUPPLY INC. | 882.70 |
| 01/24/2020 | 01 | 77388 | 100000210 | UNIFIRST | 37.65 |
| 01/24/2020 | 01 | 77389 | 03214643 | UNWINED & PAINT | 450.00 |
| 01/24/2020 | 01 | 77390 | 00000025 | USPCA REGION 6 | 250.00 |
| 01/24/2020 | 01 | 77391 | 100000209 | VERITIV | 634.50 |
| 01/24/2020 | 01 | 77392 | 00000040 | VERIZON | 149.99 |
| 01/24/2020 | 01 | 77393 | 00000040 | VERIZON | 63.21 |
| 01/24/2020 | 01 | 77394 | 00000040 | VERIZON | 34.19 |
| 01/24/2020 | 01 | 77395 | 00000040 | VERIZON | 185.86 |
| 01/24/2020 | 01 | 77396 | 100000787 | VILLAGE RESALES LLC | 3.13 |
| 01/24/2020 | 01 | 77397 | 100000854 | VINAY SETTY | 60.00 |
| 01/24/2020 | 01 | 77398 | 100000891 | VINCENT ZIRPOLI | 120.00 |
| 01/24/2020 | 01 | 77399 | 100000801 | WATCH GUARD | 1,410.00 |
| 01/24/2020 | 01 | 77400 | 00001329 | WELDON AUTO PARTS | 1,606.01 |
| 01/24/2020 | 01 | 77401 | 100001013 | WILLIAM F. WIEGMAN III | 90.00 |
| 01/24/2020 | 01 | 77402 | 100000295 | WISSAHICKON CLEAN WATER PARTNERSHIP | 23,500.00 |
| 01/24/2020 | 01 | 77403 | 100001042 | ZACHARY EIDEN | 30.00 |

01 TOTALS:

(4 Checks Voided)

Total of 189 Disbursements:

969,754.64

Check List
For Checks Dated 01/07/2020 - 01/27/2020

| Check Date | Vendor Name | Description | Amount |
|-------------------------|--------------------|---------------------|----------------------|
| 01/09/20 | US Treasury | 941 Payment | \$ 88,225.66 |
| 01/09/20 | BCG 401 | 401 Payment | \$ 15,168.24 |
| 01/09/20 | BCG 457 | 457 Payment | \$ 12,514.22 |
| 01/09/20 | PBA | PBA Payment | \$ 1,250.00 |
| 01/09/20 | PA SCDU | Withholding Payment | \$ 470.02 |
| 01/15/20 | State of PA | State Tax Payment | \$ 9,610.83 |
| 01/23/20 | US Treasury | 941 Payment | \$ 86,642.16 |
| 01/23/20 | BCG 401 | 401 Payment | \$ 15,582.19 |
| 01/23/20 | BCG 457 | 457 Payment | \$ 12,504.30 |
| 01/23/20 | PBA | PBA Payment | \$ 1,231.00 |
| 01/23/20 | PA SCDU | Withholding Payment | \$ 470.02 |
| Total Checks: 11 | | | \$ 243,668.64 |