

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**August 13, 2012 - 8:00 P.M.**

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

Candyce Fluehr Chimera  
Robert J. Birch  
Michael J. Fox  
Jeffrey W. McDonnell  
Joseph P. Walsh  
  
Lawrence J. Gregan  
Township Manager

**ACTION MEETING - 8:00 PM**

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of the July 23, 2012 Meeting
6. Announcement of Boards/Commissions Appointments
7. Introduction of New Part-Time Firefighters
8. Announce Board of Supervisors Workshop Meeting – Recreation/Community Center
9. Update – Party on the Parkway and “It’s Finally Done 5K Fun Run”
10. Consider Approval of 2012 Extra Curb & Sidewalk Concrete Work
11. Consider Authorization to Execute and Issue License Agreement for Friendship Park Improvements
12. Consider Authorization to Execute Professional Services Agreement - Inspection of Gemalto Modular Building
13. Consider Authorization to Accept Proposal to Perform - Cable Franchise Renewal Services
14. Consider Authorization to Execute 2013 Impaired Driving Grant Agreement
15. Consider Authorization to Advertise Public Hearing-Proposed Zoning Code and Zoning Map Amendments – Open Space Design Overlay
16. Payment of Bills
17. Other Business
18. Adjournment

**Future Public Hearings/Meetings:**

08-14-12 @ 7:00 PM – 300<sup>th</sup> Anniversary Committee  
08-15-12 @ 7:00 PM – Sewer Authority  
08-15-12 @ 7:30 PM – Shade Tree Commission  
08-16-12 @ 7:30 PM – Planning Commission  
08-22-12 @ 5:00 PM – Board of Supervisors Workshop  
08-27-12 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

---

SUBJECT: Public Comment

MEETING DATE: August 13, 2012

ITEM NUMBER: 43

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman



---

BACKGROUND:

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

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

---

SUBJECT: Announcement of Executive Session

MEETING DATE: August 13, 2012

ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION

ACTION  XX  NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager



BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman

---

BACKGROUND:

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

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

---

SUBJECT: Approval of Minutes for July 23, 2012 Meeting

MEETING DATE: August 13, 2012

ITEM NUMBER: #5

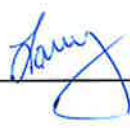
MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman



---

BACKGROUND:

Just a reminder – Please call Deb Rivas or Shirley Snyder on Monday, August 13, 2012 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

**DRAFT**

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
JULY 23, 2012**

Chairman Candyce Fluehr Chimera called the executive session to order at 7:00 p.m.

In attendance were Supervisors Robert Birch, Jeffrey McDonnell and Joseph Walsh.

Supervisor Michael Fox was absent. Also in attendance were Lawrence Gregan, Frank R.

Bartle, Esquire, Robert Brandt, Esquire and Douglas Blazey, Esquire. One personnel matter and one litigation matter were discussed.

Chairman Candyce Fluehr Chimera called the regular action meeting to order at 8:10

p.m. In attendance were Supervisors Robert Birch, Jeffrey McDonnell and Joseph Walsh.

Supervisor Michael Fox was absent. Also in attendance were Frank R. Bartle, Esquire,

Lawrence Gregan, Deputy Chief Scott Bendig, Kevin Costello, Bruce Shoupe, Richard Lesniak, Shannon Drosnock, Stacy Crandell and Deborah Rivas.

Following the Pledge of Allegiance, Chairman Candyce Chimera called for public comment from the audience. Under public comment, Ken Hughes, a resident of the Township for 42 years, commented on the use of the proposed community recreation center. Mr. Hughes stated that the Township really needed a swimming pool because the Township residents need to go elsewhere to swim. Mr. Hughes said that a library would be outdated and there is no need for additional meeting room space. Mr. Hughes concluded that a pool would be the best thing for the Township as it would be self-sustaining.

Frank R. Bartle, Esquire reported that the Board met in an executive session earlier in the evening at 7:00 p.m. Mr. Bartle reported that there was one matter involving labor negotiations and one litigation matter involving the Zehr Tract Condemnation which is currently in the Pennsylvania Commonwealth Court. Mr. Bartle reported that all of these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

# DRAFT

Minutes of Meeting of July 23, 2012

Page 2

Chairman Candyce Chimera made a motion to approve the minutes of the July 9, 2012 Board meeting and July 10, 2012 Workshop meeting, and Supervisor Joseph Walsh seconded the motion. The minutes of the meetings were unanimously approved as submitted.

Chairman Candyce Chimera reported that Chief Richard Brady is currently on leave and will formally retire from the Police Department on October 1, 2012. During this interim period, Deputy Chief Bendig will serve as the Acting Chief of Police. Resolution #1, made by Supervisor Joseph Walsh, seconded by Supervisor Jeffrey McDonnell and adopted unanimously, appointed J. Scott Bendig to the position of Acting Chief of Police effective July 13, 2012.

Chairman Candyce Chimera noted that each year the Board of Supervisors present donation checks to various community organizations. During this meeting the Board presented a \$1,500 check to Richard Cirko, who represented the Visiting Nurses Community Association, a \$3,000 check to Robin Burstein, representing The PEAK Center, a \$9,000 check to Kathleen Arnold-Yerger, representing the Montgomery County-Norristown Public Library, and a \$6,000 check to Richard Roller, representing the Montgomery Township Historical Society. All of these community organizations provide benefits directly to the residents of Montgomery Township.

Chairman Candyce Chimera opened the public hearing for a proposed Amendment to the Billboard Overlay District Ordinance - Ordinance #12-257Z. Notes of testimony were taken by Court Reporter, Tim Kurek. Township Solicitor Frank Bartle introduced the proposed amendment and read the legal advertisement into the record. Director of Planning Bruce Shoupe reported that the amendment would change the current regulations regarding electronic billboards to allow the minimum pixel pitch standard to be increased from 12 millimeters to 20 millimeters. Vice Chairman Joseph Walsh stated that when the Township revised its ordinance to provide for digital billboards, the Board was made aware that the minimum pixel pitch standard stated in the ordinance was not standard in the industry and could be viewed as overly

restrictive. There was no public comment. The public hearing was closed at 8:35 p.m. Resolution #2, made by Vice Chairman Joseph Walsh, seconded by Supervisor Jeffrey McDonnell, and adopted unanimously, approved Ordinance #12-257Z – amending the BLI – Billboard Overlay District Ordinance Regulations.

Finance Director Shannon Drosnock presented the Second Quarter 2012 Budget Report. Ms. Drosnock reported that the Township has received \$7.685M of the general fund revenues budgeted in the second quarter. These revenues were 4.9% higher as compared to revenues received during the 2<sup>nd</sup> Quarter 2011. In addition, expenditures during the 2<sup>nd</sup> Quarter 2012 were \$4.407M, which was 3.4% higher than the \$4.25M in expenditures during the 2<sup>nd</sup> Quarter 2011. Ms. Drosnock reported that a majority of the increase in expenditures is directly related to services rendered for the increased revenues, such as building inspection expenses offset by permit revenues.

Finance Director Shannon Drosnock reported that a budget amendment is required for internal and external reporting purposes and for proper budgetary control. In the fourth quarter of 2011, the Township purchased a five acre parcel of land for open space located at 1237 Stump Road with funds designated in the Capital Reserve Fund. In March of 2012, the Township purchased land directly adjacent to the Township Building at the corner of Stump and Horsham Roads, also with funds designated in the Capital Reserve Fund. During this time, the Township passed an Ordinance to increase the indebtedness of the Township and passed a reimbursement resolution allowing the Township to reimburse itself for funds spent on the projects related to open space and the construction of a Community/Recreation Center. The Township secured a loan in the amount of \$5.5M from Univest Bank for the reimbursement process. Ms. Drosnock reported that three amendments are needed to accurately reflect the acquisitions of land and the loan borrowings. In addition, in May and June of 2012, the Board authorized site stabilization work for the parcel at Stump and Horsham Roads, requiring a

budget amendment for expenditures related to this project in 2012. Resolution #3, made by Supervisor Robert Birch, seconded by Vice Chairman Joseph Walsh and adopted unanimously, approved the 2012 2<sup>nd</sup> Quarter Budget Amendments to the Debt Service Fund and the Capital Fund.

Director of Planning and Zoning Bruce Shoupe reported that the David Cutler Development had previously presented a proposal for site plan revisions to the approved land development plans for the Montgomery Walk/Enclave at Montgomery development located at Hartman Road and Route 309. The proposed revisions would increase the number of dwelling units by 52, increase the percentage of units that are age restricted from 50% to 64%, reduce the complementary commercial area from 5 acres to approximately one acre and reduce the area of public roadways to be dedicated to the Township. Mr. Shoupe reported that this proposal will require amendments to the R3B District provisions of the Zoning Code. Resolution #4, made by Vice Chairman Joseph Walsh, seconded by Supervisor Jeffrey McDonnell and adopted unanimously, authorized Monday, August 27, 2012 as the date for a Public Hearing to consider the proposed amendments to the R3B Zoning District Ordinance.

Director of Planning and Zoning Bruce Shoupe reported that an application was received for a transfer of a liquor license for the new Bonefish Grill Restaurant proposed to be opened at Airport Square Shopping Center. Mr. Shoupe reported that it is required that a public hearing be held on this application. Resolution #5, made by Supervisor Jeffrey McDonnell, seconded by Vice Chairman Joseph Walsh and adopted unanimously, authorized Monday, August 27, 2012 as the date for a Public Hearing for an Intermunicipal Liquor License Transfer for the new Bonefish Grill Restaurant at the Airport Square Shopping Center.

Director of Planning and Zoning Bruce Shoupe reported that Patient First has submitted a Preliminary/Final Land Development Plan to redevelop the existing La-Z-Boy Furniture store at 713 Bethlehem Pike for medical office use. The plan proposes re-use of the existing one-



story building and expand the parking facility adjacent to Route 309 to accommodate seven additional parking spaces. Mr. Shoupe reported that Township staff and consultants have reviewed this plan for compliance with Township codes and the waivers have been recommended for approval. Resolution #6, made by Vice Chairman Joseph Walsh and seconded by Supervisor Robert Birch and adopted unanimously, approved the Preliminary/Final Land Development Plan for Patient First at 713 Bethlehem Pike.

Director of Planning and Zoning Bruce Shoupe reported that Horvath Sign Contracting, Inc., has submitted a Preliminary/Final Land Development Plan to redevelop the existing buildings at 1105 Bethlehem Pike for an office/warehouse use. The plan proposes demolition of a portion of the existing non-conforming building. The site will continue to be served by onsite water and sewer. Township staff and consultants have reviewed this plan for compliance with Township codes and the waivers have been recommended for approval. Resolution #7, made by Vice Chairman Joseph Walsh and seconded by Supervisor Robert Birch and adopted unanimously, approved the Preliminary/Final Land Development Plan for Horvath Sign Contracting, Inc.

Director of Planning Bruce Shoupe reported that a request was received for a waiver of the land development from Gemalto for construction of a modular building to be located adjacent to their existing building at 106 Park Drive. The proposed 2,922 square foot modular building would be constructed adjacent to the northwest corner of the existing building and would include a loading dock and ADA access ramp. James McGarrity, Esquire, representing Gemalto, stated that it was agreed that the building would only be placed onsite for a maximum of four years and then moved elsewhere by the company. There was a concern expressed that the pre-fabricated building may not comply with the Township's building codes. Mr. Shoupe reported that the plans for the building are currently being reviewed by the International Code Council. Resolution #8 made by Vice Chairman Joseph Walsh, seconded by Chairman

Candyce Chimera, and adopted unanimously, approved the waiver of land development for Gemalto, with the conditions as outlined in the approval resolution.

Director of Planning and Zoning Bruce Shoupe reported that a request was received for a waiver of the land development process from Bonefish Grill to be located at 27 Airport Square Shopping Center. Mr. Shoupe reported that the Bonefish Grill will be converting the existing Friendly's Restaurant building and that as part of the conversion, the addition of an outdoor waiting area at the front of the building, a 540 square foot outdoor patio/lounge area at the side of the building, and a storage/freezer area to the rear of the building are being proposed. Resolution #9, made by Supervisor Robert Birch and seconded by Vice Chairman Joseph Walsh and adopted unanimously, approved the waiver of land development for Bonefish Grill at 27 Airport Square Shopping Center.

Director of Planning and Zoning Bruce Shoupe reported that the Montgomery Mall expansion for the Wegman's Supermarket will require a change in the DEP Sewage Facilities Planning Module due to the change in the use of the building and an increase in sewer flows. Resolution #10, made by Supervisor Jeffrey McDonnell, seconded by Supervisor Robert Birch and adopted unanimously, approved the DEP Sewage Facilities Planning Module for the Montgomery Mall Expansion for Wegman's Supermarket.

Director of Planning and Zoning Bruce Shoupe reported that the Township has received a request from Keystone Community Fellowship Church to waive the \$75 permit fee for construction of a storage shed on their property at 427 Stump Road. Mr. Shoupe stated that in the past, it has been the policy of the Board of Supervisors to waive application and permit fees for non-profit and religious organizations. Resolution #11, made by Vice Chairman Joseph Walsh, seconded by Supervisor Robert Birch, and adopted unanimously, approved the request of Keystone Community Fellowship Church to waive the \$75 permit fee for construction of a storage shed.

Minutes of Meeting of July 23, 2012

Director of Planning and Zoning Bruce Shoupe reported that the Township has received requests for escrow releases from the Cutler Group for LDS 651 Montgomery Pointe Phase I and Phase IIA Developments. These releases have been reviewed and recommend by the Township Engineer. Resolutions #12 & 13, made by Vice Chairman Joseph Walsh, seconded by Supervisor Robert Birch, and adopted unanimously, authorized the release of \$56,807.75 from the Montgomery Pointe Phase I project escrow and \$10,478.40 from the Montgomery Pointe Phase IIA project escrow.

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

Under other business, Director of Fire Services Richard Lesniak reported that last year he had requested and received the Board's approval to submit an application to the federal government for a SAFER grant to hire two additional firefighters. Mr. Lesniak reported that while the Township's application was denied last year, feedback was received which would serve to be helpful for a new application. Mr. Lesniak requested approval to submit a new application for the 2012 grant cycle. Resolution #14, made by Supervisor Robert Birch, seconded by Vice Chairman Joseph Walsh, and adopted unanimously, approved the application for the fiscal year 2012 SAFER Grant by the Montgomery Township Department of Fire Services.

There being no further business to come before the Board, the meeting adjourned at 9:25 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Announcement of Board/Commissions Appointments

MEETING DATE: August 13, 2012

ITEM NUMBER: #6

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

---

BACKGROUND:

Ginna Holsinger has submitted a resume for consideration as a member of the Montgomery 300 Committee. Ms. Holsinger's background is in Marketing and Sales Research. Her appointment would run through January 1, 2013.

Ruth Hardin expressed an interest in serving on the Montgomery 300 Committee. Ms. Hardin's professional experience is in Banking Management. She also serves on the Montgomery Township Autumn Festival Committee. Her appointment would run through January 1, 2013.

Jack Fazio has submitted a resume for consideration as a member of the Montgomery Township Business Development Partnership. Mr. Fazio is the new Montgomery Mall Manager, and has extensive experience managing a variety of properties. His appointment would run to January 1, 2013.

Steven Krumenacker is seeking reappointment to the Building Code Board of Appeals. Mr. Krumenacker is a Professional Engineer and presently a member of the Planning Commission. His appointment would run through January 1, 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Ginna Holsinger as a member of the Montgomery 300 Committee with a term to expire on January 1, 2013.

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Ruth Hardin as a member of the Montgomery 300 Committee with a term to expire on January 1, 2013.

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Jack Fazio as a member of the Montgomery Township Business Development Partnership with a term to expire on January 1, 2013.

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint Steven Krumenacker as a member of the Montgomery Township Building Code of Appeals Board with a term to expire on January 1, 2016.

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

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Introduction of New Part-time Firefighters

MEETING DATE: August 13, 2012

ITEM NUMBER: #7

MEETING/AGENDA: Work Session

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Policy:

Discussion:

Information:

INITIATED BY: Richard M. Lesniak  
Director of Fire Services

BOARD LIAISON: Robert J. Birch, Liaison to the  
Public Safety Committee

---

BACKGROUND:

Over the past several months, four members of the Montgomery Township Department of Fire Services have either resigned from the Department or have had their availability to cover shifts significantly reduced. In order to maintain a minimum of four (4) firefighters on duty, the Township needed to increase the number of firefighters in our pool of part-time staff.

After an extensive application and interview process, and with the Board of Supervisors approval, the Montgomery Township Department of Fire Services added four (4) new firefighters to our pool of part-time staff.

The new part-time firefighters are held to the same minimum certification standards as the fulltime career firefighters. These certifications include Firefighter I and II, Vehicle Rescue Technician (VRT), Hazardous Materials Operations Level, Emergency Vehicle Operation Course, Certified Pump I Training, CPR for the First Responder, and First Aid Certification.

Like our full-time staff, these new part-time firefighters far exceeded our training standards and successfully passed our interview process.

I'd like to introduce:

- John Ardoff – John is a full-time firefighter/paramedic with the Radnor Fire Company and has a Bachelor's Degree in Fire Investigation from the University of New Haven.
- Stephen D'Agostino – Stephen is a full-time firefighter/Emergency Medical Technician with the Anne Arundel Fire Department in Maryland.
- William McCann – Bill currently serves as an Assistant Chief with the Glenside Fire Company in Cheltenham Township.
- William Norris – Bill is employed as a Captain with the Upper Darby Fire Company.

These firefighters will work on an 'on call' 'as needed' schedule basis, for a 10 hour shift, Monday through Friday, 7:30 a.m. to 5:30 p.m. They will be required to respond to emergency calls and provide fire suppression, rescue and emergency assistance to the public. In addition, they will also assist in Life Safety Inspections, fire prevention activities and help perform general maintenance on fire apparatus, equipment and facilities.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Supervisors welcome these individuals as part-time firefighters with the Department of Fire Services.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby appoint John Ardoff, Stephen D'Agostino, William McCann and William Norris to the position of part-time firefighters in the Montgomery Township Department of Fire Services.

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

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Announce Workshop Meeting – Multi Purpose Recreation/Community Center Study

MEETING DATE: August 13, 2012

ITEM NUMBER: #8

MEETING/AGENDA:                    ACTION XX      CONSENT      NONE

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

INITIATED BY: Lawrence J. Gregan  Township Manager      BOARD LIAISON: Michael J. Fox, Supervisor  
Liaison – Park and Recreation Board

---

BACKGROUND:

The Board of Supervisors has engaged the firms of Kimmel Bogrette Architecture + Site, and Ballard\*King Associates, to perform a Needs Assessment and Feasibility Study of a Multi-Purpose Recreation/Community Center to be constructed on property purchased by the Township at the corner of Stump Road and Horsham Road.

Initiating the public participation portion of this study was a Community Meeting that was held in conjunction with the Park and Recreation Board meeting on Wednesday evening, July 11<sup>th</sup>. At the meeting residents of the Township provided input on what a Community/Recreation Center could be for Montgomery Township.

The next step in the process will be a Board of Supervisors workshop meeting to be held on Wednesday, August 22<sup>nd</sup> at 5:00 PM in the Township Building to hear feedback from the consultants based on the information generated at the earlier community meeting and to discuss next steps in the study.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

Announce date and time of Workshop Meeting.

MOTION/RESOLUTION:

None.

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



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Update- Party on the Parkway & "It's Finally Done Fun 5K Run!"

MEETING DATE: August 13, 2012

ITEM NUMBER: *49*

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Stacy Crandell

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

Public Information Coordinator *fluehr*

---

BACKGROUND:

The Route 202 Parkway is almost ready to celebrate its grand opening! To commemorate this historic milestone, Montgomery Township will be hosting a 5K "It's Finally Done Fun Run" and Family Walk on the Parkway on Sunday, September 9<sup>th</sup> at 8AM. Parking will be available at the Joseph Ambler Inn, 1005 Horsham Road, North Wales, PA 19454.

The 5K Run will start and finish on the 202 Parkway at the Horsham Road entrance. Registration for the 5K Run will take place beginning at 7AM, followed by the run at 8AM and the Family Walk on the shared use path at 8:15AM. Proceeds from the run will be donated to the Juvenile Rheumatoid Arthritis Association.

The 5K Run has been advertised on the website, e-news, cable channel, twitter, and various other running sites.

Montgomery Township is looking for donations of prizes, food and money to cover the cost of the event. Montgomery Township would like to thank the growing list of sponsors and supporters of the event:

- Doylestown Hospital
- Fire Department of Montgomery Township
- Joseph Ambler Inn
- North Wales Water Authority
- Outback Steakhouse
- Road ID
- State Representative Todd Stephens
- Suburban Cyclists Unlimited
- Texas Roadhouse
- Volunteer Medical Services Corp.
- Wawa

Montgomery Township would like to encourage everyone to come out and join us as we celebrate this exciting milestone in Township History!

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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



MONTGOMERY TOWNSHIP
In conjunction with the Party on the Parkway
PRESENTS:

IT'S FINALLY DONE FUN RUN

5K RUN & FAMILY WALK

To celebrate the opening of the 202 Parkway- run on the parkway before it is open to traffic!
Proceeds of the run will be donated to the Juvenile Rheumatoid Arthritis Association.

Sunday, September 9, 2012 - 8AM - Montgomeryville, PA

LOCATION/REGISTRATION: Parking available at the Joseph Ambler Inn located at 1005 Horsham Road, North Wales, PA 19454. Starts on the 202 Parkway near Horsham Road- Registration/number pickup starting at 7AM. 5K at 8AM, Family Walk at 8:15AM. People who would like to participate in the Family Walk- there is no need to register. This registration & t-shirt information is for the 5K Run only.

COURSE: wheel measured course; once in a lifetime opportunity to run on the newly built 202 Parkway before it opens to traffic.

AMENITIES: T-shirt to all preregistrants of 5K; "goodie" bag for all runners. Refreshments for finishers, time clock at finish and instant results. Held rain or shine. No refunds or mailed awards. Results on www.pretzelcitysports.com in 24-72 hours

AWARDS: Awards for the top male & female winners and runner-ups plus grab bags for all finishers.

ENTRY: For 5K: \$25 if postmarked by or registered online by August 20. Afterwards, inc. day of race, \$28 while shirts last, \$15 with no shirt.

GENERAL DIRECTIONS FOR ALL: Parking will be available at the Joseph Ambler Inn (located on Horsham Road). Additional Parking will be available at the Montgomery Township Building located at the corner of Stump & Horsham Roads.

MAIL CHECK PAYABLE TO "Montgomery Township" & FORM BELOW TO: MONTGOMERY TOWNSHIP, 1001 STUMP ROAD, MONTGOMERYVILLE PA 18936. ATTENTION: Stacy Crandell (215)393-6900, scrandell@montgomerytwp.org. Online registration is available at www.pretzelcitysports.com.

Please Print Clearly

Last name First name
Address
City/State Zip Race day age Date of birth
Sex: M F Phone:
Shirt Size (circle one): S M L XL email

Already Getting Emails from Pretzel City Sports Regularly? Yes No

WAIVER: I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able and properly trained. I also know that there will be traffic on the course and assume the risk for running in traffic. I also assume any or all other risks associated with running or attending the race including but not limited to falls, contact with other participants, the affects of the weather and the condition of the roads, all such risks being known and appreciated by me. Knowing these facts, and in consideration of your accepting my entry fee, I hereby for myself, my heirs, executors, administrators or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge Pretzel City Sports, Montgomery Township and any subcontractors it utilizes, all municipalities in which the race is held, the race committee, volunteers, any and all sponsors including their agents, employees, assigns or anyone acting for on their behalf, or anyone else associated in any way with the race, from any or all claims or liability for death, personal injury or property damage of any kind of nature what so ever arising out of, or in the course of, my participation in this event(s). This waiver extends to all claims of every kind or nature what so ever, foreseen or unforeseen, known or unknown. I HAVE READ AND UNDERSTAND THIS WAIVER: (if under 18, legal guardian must sign)

signature date / / 2012

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

---

SUBJECT: Consider Approval of the 2012 Extra Curb and Sidewalk Concrete Work

MEETING DATE: August 13, 2012

ITEM NUMBER: #10

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello  
Director of Public Works

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

---

BACKGROUND:

As part of the 2012 approved budget, \$20,000.00 was allocated for curb and sidewalk concrete work throughout the Township. This is in addition to the work done on roads in anticipation of resurfacing. The criteria for this work is based on the Public Works Departments inspection to identify sidewalks that have potential of tripping hazards or have significant deterioration. The work will be performed under our current contract with Drumheller Construction, based on unit prices in their approved contract.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

The Board of Supervisors previously awarded the 2012 contract for curb/sidewalk repair and replacement to Drumheller Construction in accordance with the attached schedule of unit prices.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

A total of \$20,000.00 is appropriated in the 2012 approved budget for this work.

RECOMMENDATION:

Authorize the expenditure of an amount not to exceed \$20,000.00 to perform repairs/replacement of sidewalks throughout the Township under the contract with Drumheller Construction in accordance with the approved 2012 Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the expenditure of an amount not to exceed \$20,000.00 to perform repairs/replacement of sidewalks throughout the Township under the contract with Drumheller Construction in accordance with the approved 2012 Budget.

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

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

**SCHEDULE OF BID ITEMS - BID B**

Item	Description	Quantity	Units	Unit Price	Amount
<b>BASE BID</b>					
B 1	REMOVE & REPLACE CONCRETE CURB (7"x8"x18") 0-40 LF	1	LF	\$ 58.00	\$
B 1A	REMOVE & REPLACE CONCRETE CURB (7"x8"x18") 40-100 LF	1	LF	\$ 58.00	\$
B 1B	REMOVE & REPLACE CONCRETE CURB (7"x8"x18") 100-200 LF	1	LF	\$ 58.00	\$
B 2	REMOVE & REPLACE CONCRETE SIDEWALK & HANDICAP RAMPS (4") 0-100 SF	1	SF	\$ 12.00	\$
B 2A	REMOVE & REPLACE CONCRETE SIDEWALK & HANDICAP RAMPS (4") 100-200 SF	1	SF	\$ 12.00	\$
B 2B	REMOVE & REPLACE CONCRETE SIDEWALK & HANDICAP RAMPS (4") 200-500 SF	1	SF	\$ 11.50	\$
B	ADA TRUNCATED DOMES	1	SF	\$ 50.00	\$
B 4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	1	SF	\$ 10.00	\$
B 5	REMOVE & REPLACE REINFORCED CONCRETE APRON (6")	1	SF	\$ 11.00	\$
<b>Total Amount Bid, Based on Estimated Quantities, for Items #B 1-B 5, Inclusive</b>				\$	\$

(words)

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

BID FORM  
00300-5

G A Form C-2 (8/87)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Authorization to Execute and Issue License Agreement for Friendship Park Improvements

MEETING DATE: August 13, 2012

ITEM NUMBER: #11

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager 

BOARD LIAISON: Candyce Fluehr Chimera  
(Chairman)

---

BACKGROUND:

As part of the Township's approval of The Cutler Group, Inc.'s "Enclave at Montgomery" development, the developer dedicated a 20-acre tract of land to the Township for recreation use, named Friendship Park. Under the various approvals granted for the development, the developer was required to make a cash contribution totaling @ \$1.3M towards development of the recreation improvements at this park.

In lieu of taking the cash contribution, the Township opted to credit the developer with the value of the contributions in exchange for the developer paying for the cost of engineering/design and construction of the park improvements up to the total value of the required contribution.

The engineering for site work, including the grading, storm water management and parking lot/pathway paving work is completed and the PADEP Earth Disturbance permit has been issued. The developer previously provided three quotes from contractors to perform the initial site work and at the July 9, 2012 Public meeting the Board concurred with the Township Engineer's recommendation that The Cutler Group, Inc. accept the proposal from Wolverine Constructor Company to perform this work.

Subsequent to the meeting, the Township Solicitor has prepared the attached License Agreement between Montgomery Township and Wolverine Contractors, Inc., for site work at Friendship Park on behalf of Cutler Group, In. in accord with the Enclave at Montgomery Land Development Agreement.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None to Township as all of the Park improvement costs will be charged to The Cutler Group's park improvement contribution.

RECOMMENDATION:

It is requested that the Board of Supervisors authorize execution and issuance of the License Agreement between Montgomery Township and Wolverine Contractors, Inc., for site work at Friendship Park on behalf of Cutler Group, In. in accord with the Enclave at Montgomery Land Development Agreement.

MOTION/RESOLUTION:

BE IT RESOVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution and issuance of the License Agreement between Montgomery Township and Wolverine Contractors, Inc., for site work at Friendship Park on behalf of Cutler Group, In. in accord with the Enclave at Montgomery Land Development Agreement.

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

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

**PREPARED BY/RETURN TO:**

FRANK R. BARTLE, ESQUIRE  
ROBERT J. IANNOZZI JR., ESQUIRE  
DISCHELL BARTLE & DOOLEY, P.C.  
1800 Pennbrook Parkway, Suite 200  
Lansdale, PA 19446  
215-362-2474  
Fax 215-362-6722

---

**LICENSE AGREEMENT BETWEEN MONTGOMERY  
TOWNSHIP AND WOLVERINE CONTRACTORS, INC.,  
FOR SITE WORK AT FRIENDSHIP PARK ON BEHALF OF  
CUTLER GROUP, INC. IN ACCORD WITH THE ENCLAVE  
AT MONTGOMERY LAND DEVELOPMENT AGREEMENT**

---



## **AGREEMENT**

This AGREEMENT is made this \_\_\_\_ day of August 2012, between Montgomery Township ("Township")<sup>1</sup> and Contractor Wolverine Contractors, Inc. ("Contractor").<sup>2</sup>

## **WITNESSETH**

WHEREAS, construction of certain erosion and sediment control, earth work, storm water management, electrical, paving, water, sanitary sewer and landscape/seeding work ("Site Work") is required to be performed by the Cutler Group, Inc. ("Cutler") as part of the Township-approved Enclave at Montgomery subdivision. This Site Work is to be done a 15.5 acre parcel, which has been dedicated to the Township by Cutler, and is located on Enclave Boulevard, further identified as Tax Parcel #46-00-000820-00-7 ("Site");

WHEREAS, the Site will be developed as an active recreation park called "Friendship Park", in accordance with the site grading plans prepared by Chambers Associate, Inc. ("Friendship Park Plans")<sup>3</sup> and PA DEP NPDES Permit #PAG 02004610068, attached as Appendix 1 ("NPDES Permit");

WHEREAS, Cutler has engaged Contractor to complete the Site Work on the Site. The estimated cost for the Site Work is \$546,463.83. Cutler will be paying Contractor directly for the Site Work and taking a credit against Park and Recreation contributions owed to the Township as required under the Enclave at Montgomery Land Development Agreement;

NOW, THEREFORE, Township and Contractor, intending to be legally bound hereby and in consideration of their mutual promises, agree as follows:

1. Scope of Agreement: Contractor is given temporary license, subject to the terms of this Agreement, to enter upon the Site for the limited purpose of completing the Site Work in connection with the development of "Friendship Park".
2. Site Work: The Site Work shall be completed in accord with the Friendship Park Plans and NPDES Permit. Such work shall be completed to the satisfaction of the Township.

---

<sup>1</sup> The Township's business address is 1001 Stump Road, Montgomeryville, Pennsylvania, 18936.

<sup>2</sup> Contractor's business address is 145 Pacific Drive, Quakertown, Pennsylvania 18951.

<sup>3</sup> These Plans, entitled "Friendship Park", consist of seven plan pages dated 10/25/09, last revised 6/10/2011.

- 2.1 Contractor shall ensure it is listed as the Co-Permittee on the NPDES Permit by executing and forwarding the Co-Permittee form to the Montgomery County Conservation District no later than 30-days prior to the start of the Site Work, as set forth in Appendix 1.
  - 2.2 Erosion and Sediment Control Facilities will be placed and maintained in accordance with the NPDES Permit.
  - 2.3 Seed mix for site shall be approved by the Township.
  - 2.4 Grass shall be maintained by Contractor until grass is established.
3. Term of License Agreement: This Agreement shall remain in effect until the Site Work is completed to the satisfaction of the Township, or until this Agreement is otherwise terminated in accord with this Agreement's termination provision set forth in Paragraph 6.
4. Insurance: Contractor shall comply with all applicable Township insurance requirements, including but not limited to the Township Contractor Insurance Requirements attached as Appendix 2. The Township shall be responsible for purchasing and maintaining the Township's usual liability insurance, or solely at the Township's option, the Township may self-insure the Township's liability exposures.
5. Assignment: This Agreement, and its attendant responsibilities/obligations, may not be assigned or transferred without the prior written consent of the Township.
6. Subcontracting. Contractor shall not subcontract or assign any of the work and/or obligations contemplated within this Agreement without prior written consent from the Township.
7. Termination: If at any time, the Township or Contractor desires to terminate this Agreement, the terminating party shall provide a 10-day written notice of termination to the non-terminating party. Upon the expiration of the notice period, all work contemplated within this Agreement, which remains unfinished, shall cease. In the event of such termination, either by Contractor or Township due to Contractor's and/or any Subcontractors failure to satisfy the terms of this Agreement, Township shall be entitled to all available legal remedies, including, but not limited to those expressly provided under the Enclave at Montgomery Land Development Agreement.
8. Indemnification: To the fullest extent permitted by law, the Contractor shall protect, hold free and harmless, defend and indemnify the Township (including its elected or appointed officials, officers, and employees) from all

liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this Agreement.

- 8.1. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the Township (including its elected or appointed officials, officers and employees). Accordingly, the Township shall notify the Contractor promptly, in writing, of any claim or action brought against the Township in connection with the work under this Contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The Township shall have the right and option to be represented in any such claim or action at its own expense.
- 8.2. The Contractor's obligation to defend and indemnify the Township and its elected or appointed officials, officers and employees shall survive the termination of this Agreement or completion of the Site Work.
- 8.3. To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its subcontractors, invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the Site.
9. Notice: Any notice given pursuant to this Agreement shall be deemed sufficiently given if sent by registered or certified mail addressed to the address set forth in Footnotes 1 and 2 of this Agreement or such other address or addresses as the designated in subsequent writing between Township and Contractor.
10. Applicable Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
11. Jurisdiction: The Township and Contractor consent to the jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania. Township and Contractor further agree not to raise any objection to such jurisdiction or the laying of venue in Montgomery County, Pennsylvania.

12. Entire Agreement: This Agreement is the entire, final, complete and exclusive statement of the Agreement between Township and Contractor. No terms, conditions, understandings, usages of the trade, courses of dealing or agreements purporting to modify, vary, explain or supplement this Agreement shall be binding unless and until hereafter made in writing and signed by Township and Contractor.
13. Severability: In the event that a court shall invalidate either in whole or in part any paragraph of this Agreement, the remainder of this Agreement shall remain in full force and effect and shall be severed from the section or sections, article or articles, deemed invalid. The numbering and titling of the paragraphs of this Agreement have been used only for convenience and constitute no part of this Agreement and shall not be used to construe or interpret this Agreement in any manner.
14. Counterparts: This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

\*\*\*

IN WITNESS WHEREOF, Township and Contractor have duly executed and delivered this Agreement as of the date first written above.

[SIGNATURES ON NEXT PAGE]

TOWNSHIP:  
**MONTGOMERY TOWNSHIP**

\_\_\_\_\_  
CANDYCE FLEUHR CHIMERA, *Chairperson*

[Seal]

Attest:

\_\_\_\_\_  
LAWERANCE GREGAN  
*Township Manager/Secretary*

CONTRACTOR:  
**WOLVERINE CONTRACTOR, INC.**

\_\_\_\_\_

[Seal]

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF MONTGOMERY :

On this, the \_\_\_\_\_ day of August 2012, before me, a Notary Public, personally appeared, Candyce Fleuhr Chimera, who acknowledged herself to be the Chairperson of the Montgomery Township Board of Supervisors, and that as such, she was authorized to execute the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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



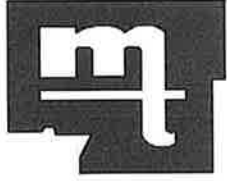
**APPENDIX "1"**

[PA DEP NPDES Permit #PAG 02004610068]



**APPENDIX "2"**

[Township Contractor Insurance Requirements]



**MONTGOMERY TOWNSHIP**  
**1001 Stump Road**  
**Montgomeryville, PA 18936**

# **TOWNSHIP CONTRACTOR** **INSURANCE REQUIREMENTS**

## 1. General Township Insurance Requirements:

- 1.1 The Contractor shall not commence Site Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Township; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Township of original certificates of insurance signed by authorized representatives of the insurers or, at the Township's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Agreement and for two years after final payment for the Site Work by the Township in accordance with Paragraph 3. Original certificates signed by authorized representatives of the insurers or, at the Township's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Township throughout the term of the Agreement and for two years after final payment for the Site Work by Township.
- 1.3 The Contractor shall require all Subcontractors to maintain during the term of the Agreement commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in Paragraph 3 unless any such requirement is expressly waived or amended by the Township in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Township immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Township.
- 1.5 No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Agreement.
- 1.6 If the Contractor does not meet the insurance requirements of this Agreement, the Contractor shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township

denies the request, the Contractor must comply with the insurance requirements as specified in this Agreement.

- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Site Workers' Insurance Fund (SWIF) of Pennsylvania.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to Township's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Township by the Contractor in connection with this Agreement shall belong to and be payable to the Township.
- 1.10 If the Township is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Township, then the Contractor shall bear all reasonable costs properly attributable thereto.

## 2. Contractor's Liability Insurance:

- 2.1 The Contractor shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified below or required by law, whichever is greater.
  - 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
    - \$1,000,000 each occurrence;
    - \$1,000,000 personal and advertising injury;
    - \$2,000,000 general aggregate; and
    - \$2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a. General aggregate limit applying on a per project basis;

- b. Liability arising from premises and operations;
- c. Liability arising from the actions of independent contractors;
- d. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Site Work;
- e. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Agreement; and
- f. Liability arising from the explosion, collapse, or underground (XCU) hazards.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- a. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
- b. Automobile contractual liability.

2.1.3 Site Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000 each accident for bodily injury by accident;  
\$100,000 each employee for bodily injury by disease; and  
\$500,000 policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000 per occurrence;  
\$2,000,000 aggregate for other than products/completed operations and auto liability; and  
\$2,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- a. Commercial general liability;
- b. Business auto liability; and
- c. Employers liability.

2.1.5 Contractors pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean up costs on and off the Project site, with minimum limits of:

\$1,000,000 each pollution incident; and  
\$1,000,000 annual aggregate.

2.1.6. Township and its elected and appointed officials, officers and employees shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the Contractor's products, installation, and/or services provided under this Agreement. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- a. On-going operations; and
- b. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for the exposures listed above in a and b.

**NB:** Policies endorsed with the following combinations of ISO forms shall be acceptable: (1) **CG 2010** entitled "Additional Insured - Townships, Lessees or Contractors - Scheduled Person or Organization" and **CG 2037** entitled "Additional Insured - Townships, Lessees or Contractors - Completed Operations"; or (2) **CG 2033** entitled "Additional Insured - Townships, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You" and **CG 2037** entitled "Additional Insured - Townships, Lessees or Contractors - Completed Operations".

**Both endorsements are required to afford coverage to the additional insured for both on-going operations and products and completed operations. Additionally, the schedules on these endorsements must properly reference Township's elected and appointed officials, officers and employees.**

2.1.7 Insurance or self-insurance provided to Township and its elected and appointed officials, officers and employees under any Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. *(Any*

*cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)*

- 2.1.8 Insurance or self-insurance provided to Township and its elected and appointed officials, officers and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to Township and its elected and appointed officials, officers and employees shall be excess of and non-contributory with insurance or self-insurance provided to Township and its elected and appointed officials, officers and employees as specified herein.
- 2.2 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must agree to comply with the following additional conditions: (a) The Contractor shall maintain each such "claims made" coverage and shall provide certificate(s) of insurance evidencing each such "claims made" coverage for a period of two years after final payment for the Agreement. Such certificate(s) shall evidence a retroactive date no later than the beginning of the Site Work under this Agreement; or (b) The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Site Work under this Agreement.

### 3. Contractor's Property Insurance:

- 3.1 Property Lost, Damaged or Destroyed: Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until final written acceptance by the Township. The Contractor will replace, at its expense, all property or work lost, damaged, or destroyed by any cause whatsoever. As such, the Contractor may, at its option, purchase and maintain installation floater or other property insurance covering the Site Work and the materials going into the Site Work. Any deductible or retention amounts under such installation floater or other property insurance, which have been elected by the Contractor or imposed by the Contractor's insurer(s), shall be the sole responsibility of the Contractor.
- 3.2 The Contractor and its Subcontractors shall, at their own expense, purchase and maintain property insurance coverage for their owned, leased or rented machinery, tools or equipment. Any deductible or

retention amounts under such property or equipment floater insurance shall be the sole responsibility of the Contractor or its Subcontractors. The Contractor and its Subcontractors hereby waive all rights against the Township and its elected and appointed officials, officers and employees for property damage to or loss of use of such machinery, tools or equipment to the extent that such property damage or loss of use is covered by the Contractor's or Subcontractor's property or equipment floater insurance or other similar property insurance maintained by the Contractor or its Subcontractors. The policies shall provide such waivers of subrogation by endorsement or otherwise.

#### 4. Workers Compensation:

- 4.1 Contractor's Written Acknowledgment Independent Contractor Status and No Coverage for Service Provider under Township's Workers Compensation Insurance: The Contractor shall acknowledge in writing its status as an independent contractor while performing services on behalf on the Township and that the Township's workers compensation insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's performance of services for the Township.



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

August 10, 2012

SUBJECT: Consider Authorization to Execute Professional Service Agreement – Inspection Gemalto Modular Building

MEETING DATE: August 13, 2012

ITEM NUMBER: #12

MEETING/AGENDA:

EXECUTIVE SESSION

REASON FOR CONSIDERATION:

Operational:

Policy:

Discussion:

Information:

INITIATED BY: Bruce Shoupe  
Director of Planning & Zoning

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman

BACKGROUND:

Gemalto, a manufacture of credit cards has had a "Perso Center" constructed in China and shipped to its facility in the Township without first obtaining required plan reviews and building permits. This facility is considered a non-residential modular building and is not covered under Pennsylvania's modular building program, which the State oversees.

This "Perso Center" is a high security building or "factory in the box" which is an assembly of pre-fabricated cargo containers fitted out for use as a production facility and is approximately 3,000 SF.

Staff solicited the opinion of Mark Conti, Chief of Pennsylvania manufactured Housing Division concerning this proposed type building construction. Mr. Conti advised that the Gemalto proposal to have the unit shipped from China and then remove partial sections of the building to inspect for Code compliance to certify the building as a whole "would not be acceptable under the proposed Pennsylvania modular building program." Mr. Conti recommended that the Township may consider retaining PFS Corporation a Third-Party Inspection company who is certified by the State to perform non-residential modular building inspections.

Because this facility is a modular building constructed from shipping containers, the construction plans were sent to the International Code Council (ICC) for review at the applicant's expense. Staff has also recommended that the building inspection be performed by a Third-Party Inspection company familiar with this type of modular construction.

Attached is a Service Agreement from PFS Corporation for inspection of Gemalto's modular building. The cost of this review will be covered by the building permit fees collected

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

The Board granted conditional Land Development waiver for this project.

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None

**BUDGET IMPACT:**

Gemalto has also submitted the Township's Consultant Agreement form and remitted fees to cover the cost of the ICC review and Third-Party Inspection of this facility.

**RECOMMENDATION:**

That the attached Service Agreement with PFS Corporation for Inspection of Gemalto's (Perso Center) modular building be accepted.

**MOTION/RESOLUTION:**

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the execution of the Professional Services Agreement for the inspection of the Gemalto Perso Center.

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

**ROLL CALL:**

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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



**PFS Corporation**

*An Employee-Owned Company*

*Assurance you can build on<sup>®</sup>*

**Headquarters**

1507 Matt Pass  
Cottage Grove, WI 53527

Phone: 608.839.1013  
Fax: 608.839.1014

**Website**  
www.pfscorporation.com

**James A. Rothman, PE**  
President  
jrothman@pfscorporation.com

**Regional Offices**

**Northeast**  
Bloomsburg, PA  
570.784.8396

**Southcentral**  
Plano, TX  
972.424.2740

**Western**  
Los Angeles, CA  
310.559.7287

**Midwest**  
Cottage Grove, WI  
608.839.1013

**Southeast**  
Wake Forest, NC  
919.217.7002

**Sales Office**  
Mentone, AL  
256.634.4071

**PFS CORPORATION  
SERVICE AGREEMENT FOR INSPECTION  
OF MODULAR BUILDING**

THIS AGREEMENT entered into this 13th day of August, 2012, by and between PFS CORPORATION of Cottage Grove, Wisconsin, hereinafter referred to as "PFS," and Montgomery Township located in Montgomeryville, PA hereinafter referred to as "Client";

**WITNESSETH:**

WHEREAS Client desires to retain PFS as its inspection agency for inspection of a Modular Building (Perso Center – Gemalto) in accordance with accepted architect plans prepared by Architecture Furst of 1 East Broad Street, Suite 320, Bethlehem, PA 18018 for a modular building (Perso Center – Gemalto) located at 106 Park Drive, Montgomery, PA 18936.

THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Client hereby retains PFS to perform inspection services required to reasonably assure compliance with codes and specifications described in Architecture Furst plans relating to the modular building (Perso Center – Gemalto).
2. PFS agrees to provide such services.
3. Client shall pay to PFS the fees set forth in Attachment I with respect to all services performed by PFS for Client herein.
4. PFS shall not be liable for the acts or omission of Client, and Client shall defend any claim made against PFS and shall indemnify and hold harmless PFS and its officers, agents and employees from any liability which may be imposed upon it or them resulting from or arising out of Client's act or omission, whether or not such act was allegedly performed or failure to act allegedly undertaken in accordance with PFS specifications, rules and regulations or other requirements duly promulgated. Client further covenants and agrees to protect and defend PFS and its officers, agents and employees against any claim or claims by any purchaser or other person that the product or products of Client identified by any PFS trademark or certificate do not conform to PFS requirements or quality standards, and to indemnify and hold harmless PFS and its officers, agents and employees against any loss, costs, damages or liability which may be suffered or incurred by reason of any such claim or claims. Client shall not be liable to PFS on any claim arising out of any act or omission of any other manufacturer licensed by PFS to use its trademark or trademarks.

In recognition of the indemnity described in this paragraph, the Client shall maintain insurance coverage for injury and damage caused by its products. Client agrees to attach the name and address of manufacturer's insurance carrier to this contract.



5. The only reference to PFS Corporation of Cottage Grove, Wisconsin, permitted in client literature or advertising is "independent inspection agency." No reference may be made whatsoever to inspection agency "PFS Corporation" or "Product Fabrication Service" or "PFS" in client literature or advertising, unless client is under Trademark Licensing Agreement contract with PFS Corporation.
6. This agreement may be terminated by either party upon thirty (30) days' prior written notice to the other. PFS may, at its option and without notice, terminate this agreement in the event that payment of its fees is not made by the Client when due.
7. This contract contains all the terms and conditions of the services to be provided by PFS. It may not be modified or amended except by a writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**PFS Corporation:**

By: \_\_\_\_\_  
\_\_\_\_\_  
James A. Rothman, P.E.  
President

**Client:**

**Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

**FOR PFS USE ONLY:**

PFS                      Project                      No.

Deposit Check # \_\_\_\_\_ Amount

Date Received \_\_\_\_\_

Professional in Charge: Robert Gorleski, E.I.T.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**ATTACHMENT I  
TO SERVICE AGREEMENT FOR INSPECTION  
OF MODULAR BUILDING**

The Client agrees to pay PFS for production inspections beginning August 13, 2012 the following fees as applicable.

1. ENTRY FEE: The non-returnable entry fee of \$500.00 shall be paid when the Client enters into contract for PFS service.
2. INSPECTION RATE: The inspection rate will be invoiced at our current rate of \$75.00 per hour, travel hourly rate of \$75.00 per hour, auto mileage \$0.55 and travel expenses. Air fare, hotel and rental cars will be billed at actual costs plus 15% administrative costs.
3. PFS CERTIFICATES OF INSPECTION: A certificate of inspection fee, payable in advance, will be charged for each certificate purchased. The cost of each certificate of inspection shall be \$50.00 times the number of each transportable section, floor or module.
4. This fee schedule may from time to time be adjusted or modified after thirty (30) days' written notice to Client.
5. Fees are payable upon receipt of invoice.
6. Client recognizes the right of PFS to take such steps as its Board of Directors determines is necessary for the handling and collection of any accounts that become past due. The manufacturer agrees to pay any and all costs of collection due to its failure to meet its obligation herein.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Authorization to Accept Proposal to Perform Cable Franchise Renewal Services

MEETING DATE: August 13, 2012

ITEM NUMBER: #13

MEETING/AGENDA: ACTION XXX NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager



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

---

BACKGROUND:

The Township's current ten year Franchise Agreement with Comcast Cable will expire on November 21, 2014. The Cable Communications Policy Act of 1984 (the "Cable Act") encourages the Township as the local franchising authority and the cable company to reach agreement on a renewal agreement at any time through an informal process of discussion. However Section 626 of the Cable Act also provides for an alternative formal renewal procedure with substantive and procedural requirements. If either the Township, as the franchising authority, or the cable company do not initiate the formal process within a certain time frame, the protections of that process may be lost.

Comcast has provided the Township with notice to trigger the mandatory thirty six month renewal period for our current agreement. They did so to preserve their statutory rights under Section 626 and to fully reserve its franchise renewal rights. At the time of receipt I had reached out to Dan Cohen, Cohen Law Group, for an explanation of the renewal process. Dan Cohen and the Cohen Law Group represented the Township in prior negotiations with regard to the transfer of the Franchise Agreement from Adelphia Cablevision to Comcast in 2002, the Comcast Cable Refranchising Agreement in 2004 and as part of the Consortium's joint negotiations with Verizon in 2006 on a first time franchise agreement.

The Cohen Law Group has provided the attached proposal to assist the Township in the negotiations with Comcast. The attached proposal includes an introduction, potential franchise renewal benefits, professional background of the Cohen Law Group firm, a scope of services and a cost of services on a flat fee basis in the amount of \$13,900. Also included in the proposal an optional service of a franchise fee review to determine whether Comcast has paid the Township all the franchise fee revenues to which it is entitled at a flat fee of \$8,900. While this service is not required, franchise renewal is the ideal time to hold the cable operator accountable for any underpaid franchise fees. Should the Township decide to engage the firm to perform both cable franchise renewal and a franchise fee review, they are offering to discount the combined fee by 15% for a total of \$19,380.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

**BUDGET IMPACT:**

None.

**RECOMMENDATION:**

It is recommended the Board of Supervisors accept the Proposal from Cohen Law Group dated July 17, 2012 to Perform Cable Franchise Renewal Services including the Franchise Fee review at a total cost of \$19,380.

**MOTION/RESOLUTION:**

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the Proposal from Cohen Law Group, dated July 17, 2012, to Perform Cable Franchise Renewal Services including Franchise Fee review at a total cost of \$19,380.

**ROLL CALL:**

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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



DANIEL S. COHEN  
COHEN TELECOMMUNICATIONS LAW GP  
412-447-0130 EXT 11  
dcohen@cohenlaw.com  
1000 GAMMA PL  
SUITE 305, PITTSBURGH, PA 15238

Comcast Cable  
One Summit Square, Suite 302  
1717 Montgomery-Newtown Road  
Langhorne, PA 19047  
Phone: 484.398.0144

January 3, 2012

**Certified Mail - Return Receipt Requested**

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

**Re: Franchise Renewal – Township of Montgomery – Montgomery County**

Dear Mr. Gregan:

We at Comcast appreciate the opportunity to serve the citizens of the Township of Montgomery. It is our credo that *“Comcast will deliver a superior experience to our customers every day. Our products will be the best and we will offer the customer-friendly and reliable service in the market.”* In living our credo, we look forward to providing broadband services to our customers in Montgomery Township for many years to come. Therefore we are taking this step to ensure the renewal of our cable franchise with you.

The Cable Communications Policy Act of 1984 (the “Cable Act”) encourages local franchising authorities and cable companies to reach agreement on a renewal Agreement at any time through an informal process of discussion. However, Section 626 of the Cable Act also provides for a contemporaneous alternative formal renewal procedure with specific substantive and procedural requirements. If either the franchising authority or the cable company does not initiate the formal process within a certain time frame, the protections of that process may be lost. To that end, Comcast hereby notifies the Township that the thirty-six month renewal period for our franchise under Section 626 is now open, and we hereby notify you of the renewal proceedings pursuant to the Section 626(a)(1). To preserve our statutory rights under this formal procedure, this letter is our official notice to you invoking that provision, and further notice that Comcast fully reserves its franchise renewal rights as set forth under Section 12.2 of the franchise agreement.

This letter is not intended to preclude informal negotiations, but instead is intended only to preserve the rights of Comcast under the formal renewal process. Comcast has every reason to believe that the Township and Comcast will reach a mutually agreeable



renewal of the cable service Agreement through good-faith negotiations, thus making many of the formal procedures of the Act unnecessary. The relevant provision of Section 626 on the informal process is brief and reads as follows:

“(h) . . . [A] cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after formal proceedings pursuant to this section have commenced) . . . .”

Brian Jeter, Senior Director of Government Affairs, or I will be happy to discuss this matter with you, or provide any additional information that you may require. Mr. Jeter can be reached by phone at 215.918.3137. We look forward to continuing a relationship that, we believe, benefits both the community and the residents of Montgomery Township.

Sincerely,

  
Ralph McClellan, Senior Director  
Franchise Affairs - Freedom Region

cc: Rob Travers, Senior Director of Franchising, Northeast Division  
Carol Murray, Specialist, Government & Regulatory Affairs, Northeast Division  
Mary Cassidy, Manager, Government and Regulatory Affairs  
Brian Jeter, Senior Director of Government and Community Affairs

.RMc/



**PROPOSAL TO PERFORM  
CABLE FRANCHISE RENEWAL SERVICES**

**Submitted to**

**MONTGOMERY TOWNSHIP**

**By the**

**COHEN LAW GROUP**

**1000 RIDC Park Plaza  
1000 Gamma Drive, Suite 305  
Pittsburgh, PA 15238**

**[www.cohenlawgroup.org](http://www.cohenlawgroup.org)**

**(412) 447-0130**

**July 17, 2012**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>I. INTRODUCTION.....</b>	<b>1</b>
<b>II. POTENTIAL FRANCHISE BENEFITS.....</b>	<b>3</b>
<b>III. SCOPE OF SERVICES.....</b>	<b>8</b>
<b>IV. PROFESSIONAL BACKGROUND.....</b>	<b>12</b>
<b>V. COST OF SERVICES.....</b>	<b>16</b>

## **I. INTRODUCTION**

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist Montgomery Township (the “Township”) in cable franchise renewal negotiations with Comcast Corporation (“Comcast”). Cable franchise renewal is the best opportunity for municipalities to obtain significant benefits and to assert their legal rights with their cable company.

Municipal officials have three critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, municipal officials are effectively the landlords of their cable company. The cable company utilizes the municipality’s public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled to a fair return for the cable company’s use of those public properties. This includes both financial and non-financial benefits for the municipality.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable operator today, but also doing everything possible to prepare for the future. The field of telecommunications is changing so rapidly that it is difficult to predict with certainty the technologies that will be offered five years from now, let alone fifteen years. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

Third and finally, municipal officials are consumers of telecommunications services in all three forms -- voice, video and data. From internet access at the Township Building to

television service at the Fire Station, municipalities use a wide range of telecommunications services. They are entitled, therefore, to the most efficient, state-of-the-art services at the best possible prices.

CLG is uniquely qualified to represent the Township in cable franchise renewal negotiations. For 15 years, our firm has specialized in cable franchise matters on behalf of municipalities, and our attorneys have negotiated more franchise agreements than any other law firm in Pennsylvania. We have represented over three hundred fifty (350) municipalities in negotiations with their cable companies. With respect to Montgomery Township, our firm has been privileged to represent the Township in its prior cable franchise negotiations with Comcast and Verizon. We would appreciate the opportunity to assist the Township again in its upcoming negotiations with Comcast.

With respect to Comcast, our firm has negotiated hundreds of cable franchise agreements with this cable operator, which is the dominant cable operator in Pennsylvania. We know Comcast's negotiators, we know the company's corporate policies, and we know their negotiating tactics.

The principal of the firm is Dan Cohen. Aside from his credentials as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. As a member of the Pittsburgh City Council from 1990 to 2002, Mr. Cohen has first hand knowledge of the challenges and opportunities confronting municipal governments. With twelve years experience in municipal government, he understands the practical needs and the financial constraints facing municipal officials. In

addition, the Cohen Law Group includes attorney Phil Fraga, attorney Stacy Browdie, and paralegal Cathy Beranty.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is the identification of the client's specific needs. Since clients' needs often become better defined as the negotiation progresses, our attorneys maintain flexibility throughout the process to achieve a cable franchise agreement that accomplishes the client's specific goals. Second, our attorneys negotiate firmly and deliberately with the cable operator in order to reach agreement in a timely fashion. Our cable franchise agreements achieve maximum benefits for our clients. Finally, our attorneys work efficiently to achieve agreements that are cost effective for the client. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

## **II. POTENTIAL FRANCHISE BENEFITS**

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

- 1. Franchise Fee Revenue.** Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from the Township. The central subject of negotiation with the cable

operator is the specific revenue sources to be included in the definition of “gross revenues”. CLG has developed a comprehensive list of cable operator revenue sources to which municipalities may apply the franchise fee. This list is modified regularly depending on the specific fees being charged by the cable operator. It is also essential for municipalities to require franchise fee protection and accountability, including detailed franchise fee verification reports, the right to conduct comprehensive franchise fee audits with penalties for underpayments, and protections against franchise fee reduction due to bundled service packages.

2. **Franchise Grant.** In addition to franchise fee revenue, a cash franchise grant may be available to the Township. Typically tied to the Township’s public, educational and governmental (“PEG”) channel, the availability, amount, and distribution schedule of the grant depends upon the Township’s specific needs and the give-and-take of the franchise negotiations. Franchise grants are also governed by the recent Video Franchising Orders of the Federal Communications Commission.
3. **Cable System Upgrade.** Depending on technical features of the current cable systems serving the Township, it may wish to

negotiate a time frame for an upgrade or rebuild of the cable system. It is essential to know the specifications of the cable system and whether or not it is technologically current. If it is, then it is important to include the technical specifications of the system in the franchise renewal agreement.

- 4. Customer Service Standards.** In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must adhere. It is important to include comprehensive and enforceable standards. Such customer service standards cover a broad spectrum of requirements that include, but are not limited to, telephone answering time limits for customer service representatives, refunds for service interruptions, rules for resolving customer billing disputes, time limits for cable technicians to arrive at your home, and a prohibition against the premature application of late fees.
- 5. Free Services.** It is common in a franchise agreement for cable companies to agree to provide complimentary cable television and/or internet services to community facilities. The types and amount of free services are different for different cable operators. The major subject of negotiation is the number of community



facilities (including municipally owned and operated buildings, public and private schools, and public libraries) that obtain the service and the type and level of service obtained.

**6. Public, Educational and Governmental (PEG) Channels.**

Municipalities have a legal right under federal law to dedicated channel space for public, educational and governmental (“PEG”) programming. The PEG Channels may be used to inform citizens by providing public safety alerts, broadcasting announcements regarding local government activities, televising public meetings and/or airing community, educational and athletic programs. For municipalities that currently operate PEG Channels or wish to activate them in the future, it is essential to include protections in the franchise agreement pertaining to the municipality’s control over the channel(s), distribution of PEG signals to all cable customers, installation of return lines, technical quality of the channel(s), responsibility for equipment maintenance and other related requirements.

**7. Accountability.** It can be helpful to the Township to obtain periodic information from the cable operator related to financial and customer service issues. A franchise agreement may require the cable operator to provide written reports to the municipality on

such matters as franchise fee verification, customer complaints, construction activity in the public rights-of-way, and the cable company's financial condition.

- 8. Legal Protections of the Rights-of-Way.** Because cable companies place wires and equipment in the Township's public rights-of-way, it is critical that a cable franchise agreement include legal protections for any damages or injuries that may occur. These protections include safety standards for construction and installation, requirements for repair and restoration of property damage, emergency removal of equipment, indemnification of the Township and full insurance coverage.
- 9. Enforcement.** Once the cable operator agrees in a franchise agreement to provide certain benefits to the Township, the Township must be able to enforce these obligations. It is essential to include strict and practical enforcement tools to ensure the company's faithful performance of its obligations under the agreement. These tools may include, but are not limited to, monetary fines, a substantial performance bond and the right to revoke the franchise in extreme circumstances.
- 10. Length of Term.** Because telecommunications technology changes so rapidly, municipalities typically seek a shorter length

of term in the franchise renewal agreement. On the other hand, cable companies typically seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation.

### **III. SCOPE OF SERVICES**

The following is the scope of services that the Cohen Law Group will perform if hired to assist Montgomery Township in cable franchise renewal with Comcast.

#### **A. Preliminary Setting of Priorities**

We will arrange an initial client meeting with Township officials. During the meeting, we will describe the cable franchise process, including both the formal and informal processes prescribed by Section 626 of the federal Cable Act, 47 U.S.C. §546. We will also educate the officials regarding their legal rights, including the substantive areas in which the Township has legal authority over the cable operator and those areas in which the Township's legal authority is limited.

In addition, we will outline the potential financial and non-financial benefits available to the Township as well as solicit the concerns and needs of the officials with respect to the cable operator. We will also discuss with the officials and decide upon a list of priorities for negotiations with Comcast. This list of priorities will be very helpful in guiding negotiations with the cable operator.

Finally, we will provide the Township with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing inviting citizen input. We will also advise the Township with respect to any other legal and regulatory requirements pertaining to franchise renewal.

During this preliminary phase, the Township may wish to perform a franchise fee review to determine whether Comcast has been paying the Township all of the franchise fee revenues to which it is entitled. Franchise renewal is the best time to perform such a review, because, if underpayments are discovered, the Township has more leverage to collect the underpayments. While a franchise fee review is not part of this scope of services, it is included as a separate service in Section III. E below with a separate fee in Section V below.

#### **B. Drafting of Proposed Agreement**

After the setting of priorities stage is completed, our attorneys will draft a proposed franchise agreement with Comcast that provides the Township with all of the benefits and legal protections to which it is entitled under current law and current technology. The agreement will include the results of the setting of priorities stage above, as well as our judgment as to the legal provisions that would advance the Township’s interests and meet their future cable-related needs. We will then submit the agreement to the client for informal review and comment. Any suggested changes will be incorporated into the agreement and the proposed agreement will be presented to representatives of Comcast.

### **C. Negotiation with Cable Operator**

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Comcast. CLG has negotiated hundreds of agreements with Comcast on behalf of Pennsylvania municipalities. We know Comcast's negotiator assigned to the Township. We also know the company's policies as well as their negotiating tactics.

The working document for these negotiations will be the draft franchise agreement informally approved by the client. We will preserve the Township's legal rights under the formal process, but proceed to negotiate with Comcast under the informal process outlined in the federal Cable Act. The negotiation typically consists of one or two face-to-face negotiation sessions with the Comcast, multiple conference calls with representatives of the cable operator, status conferences with the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the cable franchise agreement.

### **D. Consideration by the Township Board of Supervisors**

After tentative agreement with Comcast has been reached, CLG will report to the clients on the substantive provisions of the deal. Specifically, we will present the Township with the final cable franchise agreement (and any side agreements) negotiated by the parties and recommended by CLG. We will also draft an executive summary of the major provisions of the final agreement. Finally, we will draft a recommended short-form ordinance authorizing approval of the agreement for consideration by the Township Board of Supervisors.

In addition to the scope of services outlined above, CLG offers an optional service in the form of a franchise fee review to determine whether Comcast has paid the Township all of the franchise fee revenues to which it is entitled.

**E. Franchise Fee Review (Optional)**

During the preliminary setting of priorities, the Township may wish to perform a franchise fee review. CLG performs such reviews on a regular basis. The federal Cable Act requires that municipalities, as part of cable franchise renewal, review the cable operator's past performance and identify their future cable-related needs. A franchise fee review is a key component of assessing the cable operator's past performance. It is the best method to hold the operator accountable for past franchise fee payments and to ensure the municipality receives the future revenues to which it is entitled.

The Cable Act authorizes municipalities to assess up to five percent (5%) of the cable operator's "gross revenues" for cable services derived from the municipality. "Gross revenues" consists of approximately 20 different revenue sources, including both subscriber and non-subscriber revenues, that the cable operator collects from cable customers. The revenue sources subject to the franchise fee for a particular municipality depend on the definition of "gross revenues" in the municipality's cable franchise agreement.

Pursuant to the franchise fee review, we will review the operative definition of "gross revenues" and identify any applicable audit provisions and resulting penalties for underpayment of franchise fees. We will also review recent franchise fee reports from the

cable operator in the Township's possession. After reviewing these documents, we will prepare a written Request for Information ("RFI") to Comcast for specific franchise fee information and worksheets relevant to the Township for the previous three years. Comcast will most likely request the signing of a non-disclosure agreement. CLG already has such an agreement in place with Comcast. CLG will then undertake the following activities:

- Make a determination of all eligible revenue sources for the Township based upon the Township's current definition of "gross revenues."
- Review the cable operators' supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets and other revenue reports for each municipality.
- Identify the revenue sources that the cable operator has included in its franchise fee documentation for the Township. Determine whether the cable operator has applied the fee to all eligible revenue sources. Identify any revenue sources to which any Township is entitled, but which the cable operator did not include in calculating "gross revenues."
- Determine whether non-subscriber revenues, such as advertising and home shopping commissions, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Obtain a "homes passed list" from Comcast to determine with specificity whether the cable operator is properly coding all cable customers to the Township as opposed to adjacent municipalities. This includes asking the Township to compare the homes passed database against their resident databases (e.g. property or wage tax, water customer or other databases) for possible errors.
- Re-perform a select number of cable operator calculations determining franchise fee revenues for the period under review. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources and calculations on the specific items comprising general franchise fee categories such as "miscellaneous revenues" and "installation revenues" (which include, for example, installation, disconnection, reconnection, relocation and change-in-service fees).

- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable operators to explain such discrepancies and/or inconsistencies.
- Determine whether there are any franchise fee underpayments to the Township for the period under review, the amount of any underpayment, and whether any penalties apply in accordance with the Township's franchise agreement.

CLG will then prepare a written report to the Township that summarizes the results of the franchise fee review and describes the procedural history and areas of inquiry of the franchise fee review.

#### **IV. PROFESSIONAL BACKGROUND**

The Cohen Law Group specializes in representing municipalities in cable and telecommunications matters. Collectively, our attorneys have worked on cable and telecommunications issues on behalf of municipalities for fifty (50) years. CLG has represented over three hundred fifty (350) municipal clients, both large and small, in negotiations with cable companies and telecommunications providers. Our firm has negotiated with major national companies as well as smaller regional companies to obtain benefits for our clients.

We have also negotiated hundreds agreements with Comcast. In the past three years, we have negotiated renewals with Comcast on behalf of the City of Pittsburgh, the City of Scranton, the City of Harrisburg and many other Townships and Boroughs. In addition, we have assisted municipalities in planning for and adopting ordinances and regulations with respect to right-of-way management and the development of right-of-way fees.



CLG's legal services to municipal clients include the following:

- Drafting cable franchise agreements
- Review of current and proposed franchise agreements/ordinances
- Cable franchise renewal negotiations with cable companies
- Franchise fee reviews
- Drafting of right-of-way ordinances and development of right-of-way fees
- Right-of-way management and enforcement
- Drafting pole attachment agreements
- Pole attachment negotiations with cable and telephone companies
- Transfer or sale of franchise ownership or control
- Cable compliance reviews
- Evaluation of and negotiation for public, education and governmental ("PEG") channels
- Identification and marketing of municipality's vertical assets to wireless firms
- Development of wireless facilities ordinances
- Negotiation with cellular tower and antenna companies
- Cellular tower litigation

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable and telecommunications law. Dan Cohen has written articles on cable franchising and telecommunication matters that have been published in *Public Management Magazine*, *Government Procurement Magazine*, *Pennsylvania Township News* and *Pennsylvania Borough News*. He is also a frequent speaker at regional and national municipal conferences.

In addition to providing professional counsel to municipalities on cable and telecommunications matters, Mr. Cohen served as an elected municipal official for twelve (12) years. He served on the Pittsburgh City Council from 1990 to 2002. As a result, he has first hand knowledge of the challenges and opportunities confronting municipal

governments. During his tenure on City Council, he worked on municipal budgets, public rights-of-way matters and other public issues from a municipal perspective. He is keenly aware of the practical needs and financial constraints facing municipalities.

Mr. Cohen served as Chair of City Council's Cable Television Committee for ten years. In 1999, he was a principal negotiator of cable franchise renewal with AT&T Broadband for the City of Pittsburgh. He also negotiated franchise agreements for the City with Verizon on 2009 and Comcast in 2010. He also served on the Mayor's Telecommunications Committee. Mr. Cohen led Pittsburgh's efforts to regulate cable rates in the early 1990's. Those efforts resulted in City Council's rejection of two Basic Tier rate increases by TCI of Pennsylvania and a refund ordered by the Federal Communications Commission for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School.

The other principal of the firm, Phil Fraga, brings significant private sector experience to his role in serving as outside counsel to municipalities. Mr. Fraga served as assistant general counsel to a major cable company and was counsel and a member of the senior management teams of two telecommunications companies prior to joining the firm in January of 2006. His industry experience and his understanding of the operations of cable and telecommunications providers have proven invaluable for our clients as they negotiate with these providers. Mr. Fraga has negotiated hundreds of cable franchise agreements with cable providers. He has also negotiated numerous pole attachment and right-of-way agreements. In addition, he is leading the firm's efforts in the wireless facilities practice area.

Prior to joining CLG, Mr. Fraga served as general counsel and a member of the senior management teams of two telecommunications companies. His knowledge of corporate policies and practices has provided a special benefit for our clients. Mr. Fraga has undergraduate degrees from Bethany College (finance) and Carlow College (accounting), an MBA from the University of Steubenville, and a law degree from the Duquesne University School of Law.

Attorney Stacy Browdie has also been an integral part of the firm since its inception. She has many years of experience working with municipalities in cable and telecommunications matters. While adept in many areas of the firm's practice, Ms. Browdie concentrates primarily in cable franchise agreements, franchise fee audits, right-of-way management and PEG channels. In the field of PEG channels, Ms. Browdie works with PEG administrators in developing strategic plans and in drafting rules and policies for the operation of the channels. Ms. Browdie is also skilled in legal research and oversees the business management of the firm. Ms. Browdie graduated from the University of Pennsylvania and from the University of Pittsburgh School of Law.

Catherine Beranty, who is the legal assistant and office manager of the firm, has also been with the firm since its inception. Her business administration background and legal education have helped make her a critical part of the firm. Ms. Beranty reviews plays a major role in the firm's marketing activities. She is also responsible for the day-to-day operations of the firm, including working with vendors, billing, payroll, and related

functions. Ms. Beranty graduated with honors from The Bradford School with an A.S.B. in Paralegal Studies.

## V. COST OF SERVICES

The following represents the cost of services if Montgomery Township engages the CLG to perform cable franchise renewal and franchise fee review services. We propose to perform these services on a flat fee basis, because our significant experience in negotiating cable franchise agreements lends predictability to our effort on behalf of the Township. In addition, a flat fee provides “price certainty” to the Township.

**Total Flat Fee Amount for Cable Franchise Renewal: \$13,900**

As discussed in Section III.E above, we have also included an optional service in the form of a franchise fee review. As with cable franchise renewal, we offer this service on a flat fee basis due to our significant experience in performing franchise fee reviews.

**Total Flat Fee Amount for Franchise Fee Review: \$8,900**

The standard combined fee for cable franchise renewal and a franchise fee review is \$22,800; however, if the Township engages our services for both projects, then we will discount the combined fee by 15% for a total fee of \$19,380. We offer this discounted fee due to the fact that the Township would be engaging our firm for more than one project.

The flat fee amounts above do not include any extraordinary services requested by the client outside the scope of services contained in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable developments, CLG will contact the Township to discuss such developments prior to rendering services related to such developments. If such services are authorized, CLG would charge a fee of \$200 per hour, including travel time. Finally, the flat fee above does not include expenses, such as travel, postage and copying expenses, which are kept to a minimum. Please note that our normal billing policy is to bill one-third of the fee at the beginning of the project, one-third at the middle of the project, and one-third when we have distributed the final client package to the Township. The final client package consists of a negotiated cable franchise agreement, a recommended approval ordinance and an executive summary that outlines the major benefits negotiated in the cable franchise agreement. Thank you for the opportunity to submit this proposal.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

---

SUBJECT: Consider Approval of 2011/2012 DUI Grant Application

MEETING DATE: August 13, 2012

ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION      ACTION    XX      NONE

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

INITIATED BY: J. Scott Bendig  
Deputy Chief of Police

BOARD LIAISON: Candyce Fluehr Chimera  
Chairman



---

BACKGROUND:

The attached 2012/2013 DUI Grant has been prepared by Highway Safety Officer David Dunlap. The grant amount is \$59,992 and will include equipment and officers overtime expenses. We have received DUI grants for the past several years, and this is a continuation of those grants.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider approval of request to submit 2012/2013 DUI Grant application.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the submission of the 2012/2013 DUI Grant in the amount of \$59,992.

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

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

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Cover Page

**Applicant Agency** MONTGOMERY TOWNSHIP (46211)

**Project Title** MontgomeryTownship Regional DUI Enforcement Team

**Sponsoring Grant Agency (if applicable)**

**Person who prepared this application** David Dunlap

**SAP Billing Code** 000

Please describe the project or task force in general and the success or results or previous grants. Provide information on the population and demographics or the area involved in the project, etc.

Also explain partnerships within the task force or project (i.e., working with PSP and other local departments.) In addition, provide information on the training experiences and needs in SFST and PennDOT checkpoint training.

The Montgomery Township Regional DUI Enforcement Team originated in 1993, to combat the serious problem of impaired driving and removing those drivers impaired by alcohol or drugs from the highways.

A multi-jurisdictional enforcement team consisting of police departments from Montgomery and Bucks Counties was then formed, with sustained enforcement operations to include sobriety checkpoints, roving DUI patrols, Cops in Shops underage drinking enforcement, and mobile DUI awareness patrols.

In the nineteen years of its existence, the Montgomery Township Regional DUI Enforcement Team has contacted over 59,000 motorists, and has made thousands of arrests for driving under the influence of alcohol and/or drugs. By removing these impaired drivers from the highways, the enforcement team has prevented an untold number of impaired driving crashes.

Training members of the team is essential for the efforts of the team to be successful. Officers in member departments are trained in sobriety checkpoint operations, standardized field sobriety testing (SFST), advanced roadside impaired driving enforcement (ARIDE), and evidentiary breath test operations. Members are also kept current on case law pertaining to impaired driving enforcement.



**ProjectDescription continued**

## GEOGRAPHICS

Agencies currently participating with the enforcement team are located in Montgomery and Bucks Counties, with both of these highly populated counties bordering the city of Philadelphia, which is the largest city in Pennsylvania, and the sixth most populated city in the United States.

Montgomery County has a population of 774,000 residents, and a land area of 483 square miles, while Bucks County has a population of 613,000 residents, and a land area of 607 square miles.

The following are those jurisdictions where impaired driving enforcement operations are conducted:

Municipality	Area (square miles)	Population	# of Officers
Montgomery Twp	10.8	24,000	36
Upper Dublin Twp	13.2	28,000	37
Horsham Twp	17.4	27,000	
			40
Hilltown Twp	28.0	18,000	
			18
New Britain Twp	15.0	12,000.	
			12
Warrington Twp	14.0	22,500	
			28

Each of the listed municipalities consists of residential, commercial and industrial areas, and each municipality has both local roads and state routes within their boundaries.

The following are those state routes that are located within the jurisdiction of the six member departments:

SR 0309          Bethlehem Pike

**ProjectDescription continued**

SR 0202	Dekalb Pike/Doylestown Road
SR 0063	Welsh Road
SR 0463	Horsham Road
SR 0152	Limekiln Pike
SR 2012	Upper State Road
SR 2038	County Line Road
SR 0611	Easton Road
SR 0132	Street Road
SR 2025	Bristol Road
SR 3003	Lower State Road
SR 2026	Blair Mill Road
SR 2007	Norristown Road
SR 0113	Souderton Pike
SR 0313	Dublin Pike
SR 4003	Dublin Road
SR 4008	Church Road
SR 4011	Hilltown Pike
SR 4013	Diamond Street
SR 4017	Callowhill Road
SR 4019	Mins Trail
SR 4021	Blue School Road
SR 4085	Bethlehem Pike
SR 4089	Blooming Glen Road
SR 2028	Camp Hill Road
SR 2022	Fort Washington Avenue
SR 2038	Fitzwatertown Road
SR 2021	Jenkintown Road
SR 2027	Pennsylvania Avenue
SR 2017	Susquehanna Road
SR 2020	Tennis Avenue

Due to the large number of state routes which exist within the jurisdiction of each participating department, high traffic volume is experienced on a daily

**ProjectDescription continued**

basis. As a result, each department encounters a high number of impaired drivers, and those crashes involving an impaired driver.

## PROBLEM IDENTIFICATION

Please describe the impaired driving-related highway safety problems in the communities or areas under the project jurisdiction. Reveal the problem through examples of PennDOT supplied crash data as well as local crash enforcement data. It is important to identify roadways with a high number of alcohol-related crashes and incidents.

Despite efforts to combat impaired driving, three out of ten Americans will still be involved in an alcohol-related crash sometime in their lifetime. Latest figures show that annually, approximately 1.46 million drivers are arrested in the United States for driving while under the influence of alcohol or drugs. In 2010, there were 33,808 traffic fatalities reported in the United States, with 32 % of those fatalities (10,839) being alcohol-related. This corresponds to someone being killed by a drunk driver every 51 minutes, on average. It is estimated that more than half a million people are injured every year in the United States, in crashes where alcohol is reported to be present. In all, alcohol-related crashes across the United States cost the public tens of billions of dollars annually.

In Pennsylvania, there were 53,491 drivers arrested for driving while under the influence in 2010 (this is an increase from the 52,575 DUI arrests in 2009). There were 1,324 traffic fatalities reported in Pennsylvania in 2010, with 33 % (444) of those fatalities alcohol-related. This is an increase from 2009, when there were 1,256 traffic fatalities reported, with 442 of those being alcohol-related. On average, there are 34 alcohol-related crashes occurring every day in Pennsylvania. Although alcohol-related crashes account for only 10

**ProblemIdentification continued**

% of all crashes reported, they account for 35 % of crash-related deaths. In Montgomery and Bucks Counties, there were a combined 6,391 arrests for driving while under the influence, which is 12 % of the total number of DUI arrests (52,859) in Pennsylvania for 2011. Of the 67 counties in Pennsylvania, Montgomery and Bucks Counties' combined population of 1,387,000 residents represent 11 % of Pennsylvania's total population, which is over twelve million people. With Bucks County being one of the top counties having the most miles of state highways within its borders, and both Montgomery and Bucks Counties being two of the top counties with the most miles of local roads, it is therefore predictable that Montgomery and Bucks County are two of the top counties with the most reported traffic crashes in Pennsylvania (12.2 % combined), and two of the top counties with the most traffic-related deaths (8.4 % combined). In 2010, 46 % of the total number of alcohol-related fatalities occurred in only 13 of Pennsylvania's 67 counties, with Bucks County being included as one of those counties.

The days of the week with the most alcohol-related traffic crashes are Friday, Saturday and Sunday, while the number of those fatal traffic crashes not involving alcohol are more evenly distributed throughout the week. The time period when most of the alcohol-related fatal traffic crashes occur is between 2000 and 0400 hours, while most of those fatal traffic crashes not involving alcohol occur between 1200 and 2000 hours. In summary, 72 % of all alcohol-related deaths resulting from crashes occur during hours of darkness, and on weekends. Nighttime drivers are four times more likely to be killed in a DUI crash, than those driving during the day.

Drugged driving has increased dramatically in just the past few years. Whether the driver is impaired by an illicit drug, such as marihuana (which is the number one illicit drug of choice), or a prescription drug, the danger the drug-impaired driver poses to other users of the road is substantial. In 2009, 10 % of those arrested for DUI were under the influence of a drug. In 2011, the number of those arrested for drugged driving had more than doubled, to 25 %.

## PROGRAM GOALS

Please provide the goal(s) of the project as well as the program objectives. The goal(s) should be a general end result for the project. Some examples of program goals are: "reduce impaired driving crashes", "increase seat belt usage", or "decrease aggressive driving crashes". Objectives measure the success of the program. They are specific targets that are measurable and attainable in a given period of time. Some examples of program objectives are: "to increase contacts by 10%", "to reduce impaired driving related crashes by 8%", or "to increase the seat belt rate 4%".

Goal: Reducing Impaired (DUI) Driving

### **Objectives for this goal**

The overall goal of the Montgomery Township Regional DUI Enforcement Team is to reduce the number of impaired drivers on the highways. This reduction in the number of impaired drivers should result in fewer crashes, and ultimately, fewer injuries and deaths related to these crashes.

This goal is attainable through a sustained campaign of education and aggressive enforcement.

Sobriety checkpoints are one way to educate the public about drinking and driving. Law enforcement is promoting the message through sobriety checkpoints that drinking and driving is a serious matter, and that drivers who make the choice to drive while impaired face the risk of being arrested for their offense. The highly visible, and publicized, sobriety checkpoint serves as a deterrent to those drivers who pass through during its operation, and to those motorists who learn of the checkpoint through media outlets. Sobriety checkpoints may be especially useful in deterring underage drivers from drinking and then getting behind the wheel, as their threshold BAC for being arrested for DUI (.02) is much lower than that of an adult (.08). In 2010, 31 % of driver deaths in Pennsylvania, for those drivers aged sixteen to twenty years old, were drinking drivers.

Sobriety checkpoints are not only an excellent way to raise the issue of drinking and driving with the public, they are an important part of

**Description continued**

a sustained enforcement campaign in removing impaired drivers from the road. Alcohol-impaired drivers can be hard to detect at lower BAC's, and often these impaired drivers are not apprehended until its too late.

Roving DUI patrols, or saturation patrols, are especially useful in areas where a sobriety checkpoint may not be able to be set up safely, but where increased patrols and DUI enforcement would be beneficial. Roving DUI patrols may also be useful when used in conjunction with a sobriety checkpoint operation, with attention directed at those roads located on the outer perimeter of the checkpoint operation.

Having already contacted over 59,000 motorists, to date, the objective of the Montgomery Township DUI Enforcement Team will be to contact another 3000 motorists. This objective can be accomplished through the use of sobriety checkpoints and saturation DUI patrols.

The Montgomery Township Regional DUI Enforcement Team believes that by targeting a specific geographical area with an aggressive DUI enforcement effort, accompanied with maintaining public interest and awareness in issues concerning drinking and driving, the goal of reducing the number of impaired drivers on the highways will be met.

**BUDGET NARRATIVE**

**Use this section to provide any necessary explanations of the proposed budget (i.e., if there are multiple coordinators or equipment needs.)**

## SOBRIETY CHECKPOINT OPERATIONS

The team plans to conduct eight reduced manpower sobriety checkpoints. The objective of a sobriety checkpoint is to create the perception that apprehension of someone who is driving while under the influence is likely. Checkpoints involve the systematic stopping of vehicles in a pre-determined sequence, at a pre-determined location, to gain maximum visibility to the potential DUI offender, and enable officers to observe drivers for articulable facts and /or behaviors associated with alcohol and drug impairment. Location, day of the week, and time of operation is based upon alcohol-related crash data gathered from the Pennsylvania Department of Transportation , and alcohol-related crash data and arrest data from the jurisdiction where the checkpoint operation is being conducted. Each checkpoint operation will be for five hours, and include pre- and post-operational briefings, as well as set up and tear down time. Arrested persons will be transported for chemical testing, with lodging done per the standard operating procedures of the police department hosting the checkpoint operation. Each checkpoint will consist of fourteen officers, and include the positions of contact officer, cover officer, traffic control officer, forward observation officer, perimeter patrol officer, field testing



**Narrative continued**

officer, transportation officer, and evidentiary breath test operator, when needed.

**ROVING DUI PATROLS**

The Enforcement Team plans on conducting thirty-two roving DUI enforcement patrols. The objective of the roving DUI patrol is to detect impaired drivers, and stop vehicles for traffic and equipment violations. The roving DUI patrols will be scheduled to maximize their visibility during the days, times of day, and holiday periods when high visibility enforcement efforts are essential to accomplishing the stated goal of the Team. Each roving DUI patrol operation will last four hours, and include one officer assigned.

**OVERTIME ENFORCEMENT**

**Type** Roving Patrol Officers

**Avg. Hourly Rate** \$69.00

**Avg. Hours/Event** 4

**No. of Officers** 1

**No. of Events** 32

**Total** \$8,832.00

**OVERTIME ENFORCEMENT**

**Type** Low Staffing Sobriety Checkpoint

**Avg. Hourly Rate** \$69.00

**Avg. Hours/Event** 5

**No. of Officers** 14

**No. of Events** 8

**Total** \$38,640.00

**BUDGET SUMMARY**

Budget	BHSTE Share
1. Salaries and Wages	\$11,020.00
2. Employee Benefits	\$0
3. Travel	\$375.00
4. Contractual Services	\$0
5. Equipment	\$1,000.00
6. Good and Services	\$125.00
7. Overtime Enforcement	\$47,472.00
8. Indirect Cost	\$0
Total Project Cost	\$59,992.00

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

---

**SUBJECT:** Consider Authorization to Advertise Public Hearing - Proposed Zoning Code and Zoning Map Amendments – Open Space Design Overlay Option

**MEETING DATE:** August 13, 2012

**ITEM NUMBER:** #15

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

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

**INITIATED BY:** Bruce S. Shoupe  
Director of Planning and Zoning

**BOARD LIAISON:** Candyce Fluehr Chimera  
Chairman

---

**BACKGROUND:**

Attached is an application for a change of zoning submitted by John Pileggi. Mr. Pileggi is proposing that the Township Zoning Ordinance be amended by adding a new "Open Space Design Overlay Option." He further proposes that six properties, totaling approximately 38+ acres, bounded by Lower State Road, County Line Road and Limekiln Pike, be designated as "Open Space Design Overlay Option" eligible on the Township Zoning Map. .

Also attached are proposed ordinances which would provide for the zoning ordinance and zoning map amendment.

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

See above

**PREVIOUS BOARD ACTION:**

None

**ALTERNATIVES/OPTIONS:**

None

**BUDGET IMPACT:**

None

**RECOMMENDATION:**

The Board of Supervisors establishes October 22, 2012, as the meeting date for these ordinances to be considered and that the Township Solicitor be authorized to advertise for a Public Hearing.

**MOTION/RESOLUTION:**

The Resolution is attached.

**MOTION** \_\_\_\_\_

**SECOND** \_\_\_\_\_

**ROLL CALL:**

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

RESOLUTION #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, October 22, 2012, after 8:00 p.m., in the Township Building as the date, time and place for a Public Hearing to consider the proposed amendments to the Zoning Ordinance to add a new section entitled Open Space Design Overlay Option, and also to amend the Township Zoning Map to allow this overlay option for the tracts of ground located at County Line Road, Limekiln Pike and Lower State Road presently zoned R-1 Residential.

Be it further resolved that the Township Solicitor be authorized to advertise said public hearing date and time.

MOTION BY:

SECOND BY:

VOTE:

DATE:

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

KERNS,  
PEARLSTINE, ONORATO  
& HLADIK, LLP

---

ATTORNEYS AT LAW

Robert J. Kerns  
Neal R. Pearlstine \*\*  
David C. Onorato \*\*  
Stephen M. Hladik \*  
Kristen Zollers Fath \*\*\*  
Richard S. Watt  
Joanna M. Cruz  
Andrea Hudak Duffy  
Krista L. Klett \*  
Valerie J. Heppel \*

Of Counsel  
John C. Rafferty, Jr.  
Kevin J. Conrad \*

\* Also Admitted to FL Bar  
\*\* Also Admitted to CA Bar  
\* Also Admitted to NJ Bar  
\* Also Admitted to GA Bar  
\* LL.M. in Taxation

PLEASE REPLY TO:  
P.O. Box 1489  
North Wales, PA 19454-1489

July 25, 2012

Board of Supervisors  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

**Re: Application for Change in Zoning**  
**Applicant: John J. Pileggi, Jr.**

---

Dear Board of Supervisors:

Applicant, John J. Pileggi, is the legal owner of certain property situated on Lower State Road and Limekiln Pike, Montgomery Township at Tax Block 17, Unit 29, Parcel Number 46-00-02272-00-4 (the "Property"). The Property measures approximately eleven (11) acres and is zoned R-1 Residential.

Applicant proposes that the text of the Montgomery Township Zoning Ordinance be amended to include the Open Space Design Overlay Option and that the Zoning Map be amended to place the Open Space Design Overlay Option on top of a portion of the R-1 Zoning District. Specifically, Applicant proposes that the following parcels, including his own, be permitted to develop their properties pursuant to the Open Space Design Overlay Option:


T.P.N. 46-00-2272-00-4; T.P.N. 46-00-00553-00-4; T.P.N. 46-00-00550-00-7; T.P.N. 46-00-00547-00-1; T.P.N. 46-00-02275-00-1; T.P.N. 46-00-02573-00-9.

The Property is part of a triangular quadrant of land in the eastern part of Montgomery Township of approximately thirty-eight (38) acres. The area is bounded by Limekiln Pike along the eastern boundary and County Line Road and Lower State Road on the northeast and southeast boundaries, respectively. The current R-1 Residential District designation requires a minimum of one (1) acre lots, while the Open Space Design Overlay Option requires a minimum of 10,000 square foot lots. Applicant seeks said zoning change so that he may make reasonable use of the property, while also protecting the nearby single family detached residential neighborhoods through large contiguous areas of open spaces. The uses allowed in the Open Space Design Overlay Option are virtually identical to the uses allowed in an R-1 Residential District. A copy of the proposed Open Space Design Overlay Option Ordinance is attached for your reference.

The attached master sketch plan shows that the proposed development will consist of eighteen (18) single-family detached units with a central recreational area. Each unit will be designed utilizing natural materials and colors consistent with high quality design in the area. Open space areas include walking paths and open lawn areas. Access to the parcel would be via Lower State Road and would not impact existing intersections on Limekiln Pike and Westminster Drive.

The addition of the Open Space Design Overlay Option to the tract would provide a more appropriate zoning classification given the surrounding area and uses. Thank you in advance for your consideration.

Date: 7/25/12

  
Robert J. Kerns, Attorney for Applicant



APPLICATION  
FOR  
CHANGE OF ZONING

MONTGOMERY TOWNSHIP  
1001 STUMP ROAD  
MONTGOMERYVILLE, PA 18936

REVISED: 1-2012

## Application for Change in Zoning

Montgomery Township, Montgomery County, Pennsylvania

Date of Application: July 19, 2012

Application is hereby made for an amendment to the Code of the Township of Montgomery, Chapter 230 and the Montgomery Township Zoning Map.

Applicant's name: (Corporation) John J. Pileggi, Jr.

Person making application: John J. Pileggi, Jr.

Applicant's address: 3470 Limekiln Pike, Chalfont, PA 18914

Phone # 215-768-0767 Fax # 215-997-8782

E-Mail reeltime41@comcast.net

Owner's name (title holder) John J. Pileggi, Jr. and Stacy H. Pileggi  
- Attach copy of Deed

Owner's Address Same as above.

Phone # Same as above. Fax # Same as above.

E-Mail Same as above.

Equitable owner: N/A.  
- Attach copy of Deed and Agreement of Sale

Applicant's Attorney Robert J. Kerns

Attorney's Address 298 Wissahickon Avenue, North Wales, PA 19454

Phone # 215-855-9521 Fax # 215-855-9121

E-Mail rjkerns@kernslaw.com

Description of Property Involved:

Location 3714 Limekiln Pike, Montgomery Township, Montgomery County, PA  
Block & Unit # Block #17, Unit #29  
Present Zoning Classification R-1  
Parcel Size 11 ACRES

Applicant's Reasons for Rezoning Request:

See Attached

---

---

---

---

---

---

---

---

Applicant requests that above referenced tract be changed in zoning classification from a R-1 Residential district to a addition of the Open Space Design Overlay Option district.

Montgomery Township Rezoning Application Checklist:

1. Plans attached to Petitions for Rezoning shall contain the following information:
  - a) Plans to be prepared by a Registered Land Surveyor or Professional Engineer.
  - b) Name, date, address of the Surveyor or Engineer preparing the plans and description.
  - c) Complete scaled dimensions of property involved (all bearings and distances).
  - d) Block and unit number of property involved
  - e) Owners of record of all adjoining properties, including deed book and page number. Attach a separate list to petition.
  - f) Zoning classification of all adjoining properties.
  - g) Existing use of all adjoining properties regardless of zoning classification.
  - h) Existing use of subject property involved regardless of zoning classification.

- i) Description using the dimensions as shown on this plan.
  - j) Area of property involved to be shown in acreage and square feet.
  - k) If owner of tract, include a copy of the Deed with the application. If equitable owner, include a copy of the Deed and latest Agreement of Sale.
  - l) Width of abutting roadway (right-of-way, cartway, improved or unimproved).
  - m) If lot is in subdivision, show lot number(s), section number, name and recording information of the subdivision.
2. Any other Information as may be required by the Zoning Officer of Montgomery Township.
  3. Twenty (20) sets of plans and descriptions, attached to the Rezoning Petition, and folded to no larger than 8.5" x 11".
  4. Four (4) copies of a traffic study for the site (see Chapter 205, Article XVI for details).
  5. Two checks made payable to "Montgomery Township".

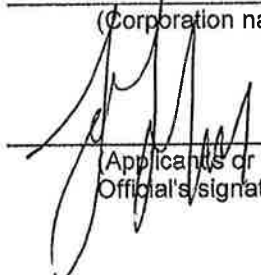
- Filing Fee \$2,000.00
- Escrow Deposit \$5,000.00
- Administrative fee of 7% of charges incurred in conjunction therewith; if none incurred, minimum administrative fee of \$50.00.

All application fees paid are non-refundable and intended to cover all overhead, administrative and miscellaneous expenses of the Township. Escrow deposits will be returned to the applicant, without interest, after the proceedings are complete and after all appropriate charges have been made to the escrow account.

I verify that the statements made in the above application are true and correct. I understand that false statements herein are made subject to penalties of 18PACS S4904 relating to unsworn falsification to authorities.

\_\_\_\_\_  
 (Corporation name, if applicable)

\_\_\_\_\_  
 (Applicant or Corporation  
 Official's signature and title)



Revised 1-2012

MONTGOMERY TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

AN OVERLAY ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF MONTGOMERY, CHAPTER 230, ARTICLE V, (R-1 RESIDENTIAL) TO ADD A NEW SECTION 230-26.J, ENTITLED “OPEN SPACE DESIGN OVERLAY OPTION” TO PERMIT A REDUCTION IN LOT SIZE PROVIDED THAT CERTAIN PREREQUISITES FOR DEVELOPMENT ARE SATISFIED.

Be it ORDAINED and ENACTED by the Board of Supervisors of Montgomery Township, and it is hereby ORDAINED and ENACTED as follows:

**Section 1. Amendment to Code.**

The Code of the Township of Montgomery, Chapter 230 (Zoning), Article V (R-1 Residential District) is hereby amended to add the following new section:

**§ 230-26.J. Open Space Design Overlay Option.**

- A. For an applicant seeking a lot size reduction, the open space design option may be used only on property designated as Open Space Design Overlay Option eligible on the Montgomery Township Zoning Map, and only after obtaining a Conditional Use approval from the Board of Supervisors, which shall be subject to the following criteria:
- (1) Tract size. Any tract of land to be developed shall be a minimum of 8 acres in area. Subsequently, an adjoining tract of land of any size may be added to the initial tract and become subject to the Open Space Design Overlay Option criteria set forth herein, when approved as a conditional use and subject to a revised master plan.
  - (2) Ownership. Land proposed for this option shall be under single and separate ownership or be subject to a unified application.
  - (3) Common open space. At least 20% of the area of the tract shall be set aside as common open space. Open space areas shall be contiguous with open space areas on adjacent tracts wherever possible, and shall be designed in a manner acceptable to the Board of Supervisors. Open space shall be deed restricted to allow public use and to prevent further development.
  - (4) Required Transportation Improvements. Applicants seeking to develop property under the Open Space Design Overlay Option shall dedicate any land necessary for the construction and rights-of-way of new public roads (or

extensions of existing public roads) which are an essential element of Montgomery Township-supported roadway or signalization improvements. In addition to providing the required dedication, the applicant shall design, obtain necessary approvals, construct, and dedicate required improvements.

- (5) Master Plan. Applicants seeking to develop property under the Open Space Design Overlay Option must submit a Master Plan indicating how interior roadway access will be provided to adjacent parcels in conjunction with its application.
- (6) Utilities. The tract shall be served by public sewer and public water facilities.

B. Development regulations.

- (1) Density. The maximum number of dwelling units permitted shall be 2 dwelling units per developable acre.
- (2) Dimensional standards.
  - a. Minimum unrestricted open space area: 1,500 square feet per dwelling unit.
  - b. Open space preservation easements. On land not dedicated as open space, open space easements to the Township shall be placed on all floodplains, wetlands and watercourses for environmental preservation and passive recreation purposes, including trails.
  - c. Minimum lot size: 10,000 square feet (exclusive of areas within utility easements, steep slopes, floodplain and wetlands).
  - d. Minimum front yard setback: 30 feet.
  - e. Minimum rear yard setback: 30 feet.
  - f. Minimum side yard setback: 10 feet.
  - g. Maximum building height: 35 feet.
  - h. Maximum building coverage per lot: 25%.
  - i. Maximum impervious coverage per lot: 35%.
  - j. Minimum parking requirements per dwelling unit: 2 off-street spaces plus garage.
  - k. Minimum guest parking requirements: .75 off-street space per unit.

C. Permitted Uses. All allowed uses in the R-1 zone and such other accessory uses which are permitted in the underlying zone are permitted if consistent with an approved master site plan.

D. Additional Dimensional and development regulations. For reasons of traffic safety and congestion, vehicular access from existing streets shall be limited to a minimal number of major access locations. These intersections shall be justified by a traffic impact analysis that complies with the Township's requirements. Otherwise, all new development shall be internalized so that access occurs from new internal streets.

**Section II. Severability.**

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any

court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

**Section III. Effective Date.**

This Ordinance shall take effect and be in force from and after its approval as required by the law.

**Section IV. Repealer.**

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

**ORDAINED AND ENACTED** by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**MONTGOMERY TOWNSHIP**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

**ORDINANCE NO.**

**MONTGOMERY TOWNSHIP**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING THE MONTGOMERY  
TOWNSHIP ZONING MAP ATTACHED TO AND  
INCORPORATED IN CHAPTER 230, AS AMENDED, OF  
THE MONTGOMERY TOWNSHIP CODE CHANGING  
THE ZONING CLASSIFICATION OF A TRACT OF LAND  
LOCATED IN THE R-1 RESIDENTIAL ZONING  
DISTRICT TO ADD A NEW OVERLAY DISTRICT TITLED  
OPEN SPACE DESIGN OPTION OVERLAY DISTRICT**

Be it **ORDAINED** and **ENACTED** by the Board of Supervisors of Montgomery Township, and it is hereby **ORDAINED** and **ENACTED** as follows:

**SECTION 1.** The following properties designated by Tax parcel Number are hereby classified as Open Space Design Overlay Option on the Zoning Map attached to and forming part of Chapter 230 of the Montgomery Township Code:

46-00-02272-00-4

46-00-00553-00-4

46-00-00550-00-7

46-00-00547-00-1

46-00-02275-00-1

46-00-02573-00-9

The provisions and requirements of the Open Space Design Overlay Option shall be additional and supplemental to the underlying district provisions.

**SECTION 2.** This ordinance shall in no other way alter or modify Chapter 230 of the Montgomery Township Code.

**SECTION 3. Repealer.** All ordinances or parts of ordinances inconsistent herewith or in conflict with any specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

**SECTION 4. Severability.** In the event that any section, sentence, clause, phrase or word of this ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent



jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this ordinance.

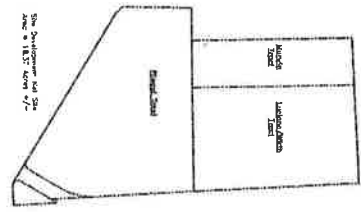
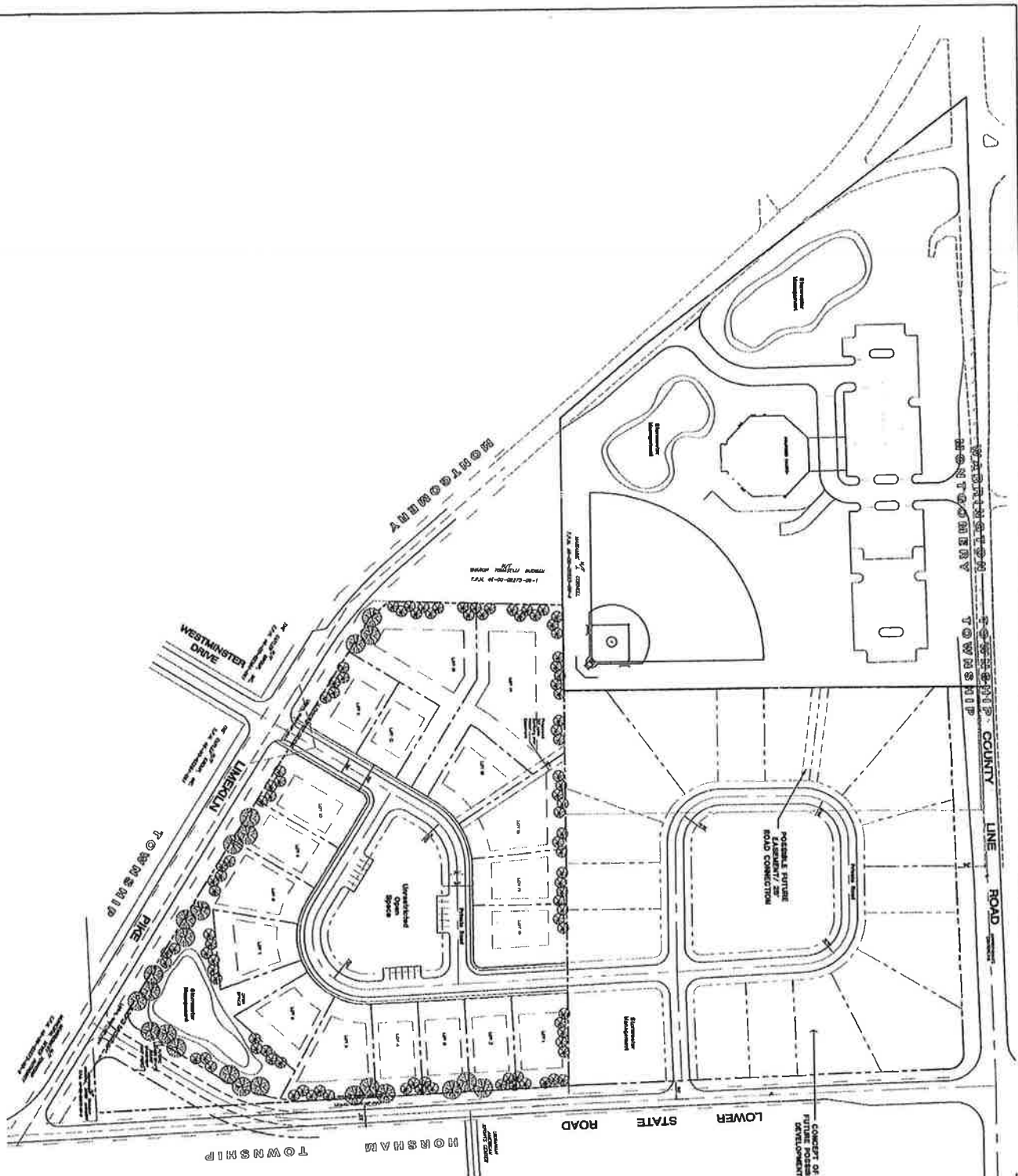
**ORDAINED** and **ENACTED** by the Montgomery Township Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Attest:

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_

\_\_\_\_\_  
Chairman



Sketch Plan - showing concept future development  
 Scale: 1" = 80'-0"



Project Title  
 Sketch Plan  
 SP-1a



**McCloskey & Faber, P.C.**  
 Landscape Architecture  
 Land Planning  
 631 Doubletree, Nap. Sq., PA 19227-0771  
 610-211-8800 FAX 610-211-8801

**Pileggi, Murwin and Luciano/Wirth Tracts**  
 Limekiln Pk. County Line & Lower State Rds, Montgomery Township Montgomery County, Pennsylvania  
 Project No. 2437  
 Date: 08/28/2008

APPROVED FOR THE PROJECT BY THE BOARD OF SUPERVISORS OF MONTGOMERY COUNTY, PENNSYLVANIA  
 DATE: 08/28/2008

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

---

SUBJECT: Payment of Bills

MEETING DATE: August 13, 2012

ITEM NUMBER: #16

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,  
Chairman

---

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

## Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
24540	8/2/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	897.17
24541	8/2/12	1264	MORGAN STANLEY SMITH BARNEY INC	5,629.02
51626	7/24/12	00000331	HATFIELD TOWNSHIP	222.00
51627	7/24/12	00001785	YELLOWBIRD BUS COMPANY, INC.	200.00
51628	7/24/12	00000425	PSATS - UC GROUP TRUST FUND	2,468.14
51629	7/27/12	00000352	AMERICA ON WHEELS	228.00
51630	7/27/12	00002014	TRANSPORTATION SERVICES INC.	425.00
51631	7/27/12	00001785	YELLOWBIRD BUS COMPANY, INC.	240.00
51632	7/31/12	00000366	ERNEST L. JEWELL & NEAL M. PETTI	1,200.00
51633	7/31/12	00000009	PETTY CASH	500.00
51634	7/31/12	00000331	HATFIELD TOWNSHIP	198.00
51635	7/31/12	00001785	YELLOWBIRD BUS COMPANY, INC.	200.00
51636	8/1/12	00000347	FRIENDS OF PEACE VALLEY	250.00
51637	8/7/12	00000331	HATFIELD TOWNSHIP	216.00
51638	8/7/12	00001785	YELLOWBIRD BUS COMPANY, INC.	200.00
51639	8/8/12	00001783	THE HOMER GROUP	2,140.56
51640	8/13/12	00000006	ACME UNIFORMS FOR INDUSTRY	696.95
51641	8/13/12	00001794	ACTEON NETWORKS, LLC.	366.50
51642	8/13/12	00000068	ADAM WEBSTER	45.00
51643	8/13/12	00902350	ADRIENNE JAPPE	118.00
51644	8/13/12	00001875	ADVANCED COLOR AND GRIND LLC	1,400.00
51645	8/13/12	00000340	ADVENT SECURITY CORPORATION	814.71
51646	8/13/12	00001881	WENDY YAZUJIAN	1,567.80
51647	8/13/12	00001202	AIRGAS EAST, INC.	159.24
51648	8/13/12	00000053	ALLIED WASTE SERVICES #320	2,528.49
51649	8/13/12	00001909	ALLISON COSTELLO	27.50
51650	8/13/12	00902589	AMELIA AIELLO	27.50
51651	8/13/12	00001866	ANGEL M. JOHNSON	1,088.00
51652	8/13/12	00000027	ARMOUR & SONS ELECTRIC, INC.	44,736.71
51653	8/13/12	00000031	AT&T	257.95
51654	8/13/12	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	883.96
51655	8/13/12	00000360	B & H FOTO & ELECTRONICS CORP	292.38
51656	8/13/12	00000043	BERGEY'S	276.14
51657	8/13/12	00001938	BILL WIEGMAN	180.00
51658	8/13/12	00902353	BORAM BAE	289.00
51659	8/13/12	00000141	BRADCO SUPPLY CORPORATION	23.14
51660	8/13/12	00001903	BRIAN JANSSENS	30.00
51661	8/13/12	00902582	BRUNO SUTTMANN	76.00
51662	8/13/12	00000135	ROBERTO ENTERPRISES	12,374.20
51663	8/13/12	00000076	GREGORY BENCSEK	19.50
51664	8/13/12	00001307	BUZZ BURGER, INC.	3,800.00
51665	8/13/12	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
51666	8/13/12	00000231	CARROT-TOP INDUSTRIES INC.	332.23
51667	8/13/12	00001601	CDW GOVERNMENT, INC.	1,273.28

## Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
51668	8/13/12	00902225	CHARLES KARR	27.50
51669	8/13/12	00902586	CHRISTINE GAUNT	209.00
51670	8/13/12	00902354	CHRISTOPHER SIMON	20.00
51671	8/13/12	00000050	CODY MILLER	45.00
51672	8/13/12	00902587	COLLEEN EVANS	30.00
51673	8/13/12	00000363	COMCAST CABLE	216.90
51674	8/13/12	00000335	COMCAST CORPORATION	1,125.21
51675	8/13/12	00001937	CONCOURS AUTOMOTIVE	877.58
51676	8/13/12	00000108	COUNTY ELECTRIC SUPPLY COMPANY, INC	135.75
51677	8/13/12	00000353	D FOR MUSIC	700.00
51678	8/13/12	00000024	DAVID P. BENNETT	30.00
51679	8/13/12	00001945	DAVID S. WOLFE	30.00
51680	8/13/12	00001941	DAVID W. VASCONEZ	150.00
51681	8/13/12	00000359	RONALD F. HORN	650.00
51682	8/13/12	00001556	DCED-PA DEPT OF COMMUNITY &	1,788.00
51683	8/13/12	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	10.67
51684	8/13/12	00001520	DELAWARE VALLEY INSURANCE TRUST	50.00
51685	8/13/12	00902127	DIANE GARZONE	20.00
51686	8/13/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	13,877.08
51687	8/13/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	124,696.40
51688	8/13/12	00001332	EAGLE POWER & EQUIPMENT CORP	63.25
51689	8/13/12	00001809	ECYNBRO TRUCKING LLC	240.00
51690	8/13/12	00001957	EDMOND SKRZAT	60.00
51691	8/13/12	00001293	MARC SCHUMACHER	470.00
51692	8/13/12	00000161	EUREKA STONE QUARRY, INC.	196,813.08
51693	8/13/12	00001669	FIRST HOSPITAL LABORATORIES, INC.	284.70
51694	8/13/12	00000029	FLINT TRADING INC.	525.10
51695	8/13/12	00001637	R & H SPORTS	1,188.00
51696	8/13/12	00000167	FUEL SYSTEM SERVICES, LLC	546.40
51697	8/13/12	00000198	GLASGOW, INC.	165.00
51698	8/13/12	00001323	GLICK FIRE EQUIPMENT COMPANY INC	72.05
51699	8/13/12	00000203	GRANTURK EQUIPMENT CO., INC.	849.99
51700	8/13/12	00000223	GUIDEMARK, INC.	6,443.84
51701	8/13/12	00902588	GWENDOLYN PHILLIPS	209.00
51702	8/13/12	00000213	HAJOCA CORPORATION	32.52
51703	8/13/12	00000114	HARLEYSVILLE MATERIALS, LLC	64.14
51704	8/13/12	00902130	HEATHER PELLETIER	44.00
51705	8/13/12	00000368	HOOVER STEEL INC.	272.83
51706	8/13/12	00000133	BYM INC.	157.00
51707	8/13/12	00000102	INTERSTATE BATTERY SYSTEMS OF	210.90
51708	8/13/12	00001388	IPMA-HR INTERNATIONAL PUBLIC	4,885.00
51709	8/13/12	00001964	JOHN CATALDI	15.00
51710	8/13/12	00000890	JOHN H. MOGENSEN	105.00
51711	8/13/12	00001581	JOSEPH J. SIMES	180.00

---



---

**Montgomery Township Check Register**


---



---

Check Number	Check Date	Vendor No	Payee	Amount
51712	8/13/12	00001843	JOSEPH M. BENNETT	120.00
51713	8/13/12	LST00034	KATHLEEN GIBALA	52.00
51714	8/13/12	00000372	KEMA-KEYSTONE EMERGENCY MGMT ASS	30.00
51715	8/13/12	00000107	KENNEDY CULVERT & SUPPLY CO., INC.	529.00
51716	8/13/12	00000270	JDN BLOCK INC.	740.00
51717	8/13/12	00001808	LASER TECHNOLOGY INC	169.69
51718	8/13/12	00902583	LAUREN WILSON	99.00
51719	8/13/12	00000057	LAWN AND GOLF SUPPLY COMPANY, INC.	296.50
51720	8/13/12	00001886	LOUIS RANIERI	15.00
51721	8/13/12	00001706	LOWE'S COMPANIES INC.	192.61
51722	8/13/12	00000354	MAD SCIENCE OF WEST NEW JERSEY	1,548.00
51723	8/13/12	00901615	MARY BRULENSKI	10.00
51724	8/13/12	00000201	LAWRENCE J. MURPHY	777.41
51725	8/13/12	00902363	MEGAN REAVIS	179.00
51726	8/13/12	00001920	MICHAEL H. BEAN	90.00
51727	8/13/12	00001961	MICHAEL LONG	75.00
51728	8/13/12	00000867	MICHAEL SHEARER	45.00
51729	8/13/12	00002016	MICHAEL SHINTON	60.00
51730	8/13/12	00000324	MOYER INDOOR / OUTDOOR	136.00
51731	8/13/12	00902584	NICK SETTE	50.00
51732	8/13/12	00000356	NORTH WALES WATER AUTHORITY	78.44
51733	8/13/12	00001134	OFFICE DEPOT, INC	269.88
51734	8/13/12	00000367	P.K. MOYER & SONS, INC.	120,224.25
51735	8/13/12	00001933	PENNSYLVANIA ASSOCIATION OF	25.00
51736	8/13/12	00000186	JAROTH INC.	178.12
51737	8/13/12	00001840	PAUL R. MOGENSEN	60.00
51738	8/13/12	00000095	PAUL SMITH	80.00
51739	8/13/12	00000397	PECO ENERGY	11,280.22
51740	8/13/12	00902251	PEG KREUTZER	159.00
51741	8/13/12	00000595	PENN VALLEY CHEMICAL COMPANY	761.51
51742	8/13/12	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	271.18
51743	8/13/12	00000345	PRINTWORKS & COMPANY, INC.	938.63
51744	8/13/12	1047	PSATS-PA STATE ASSOCIATION OF	560.00
51745	8/13/12	00000251	PSI PERSONNEL, LLC	761.04
51746	8/13/12	00000252	SUNG K. KIM	829.60
51747	8/13/12	00000362	RAIN-FLO IRRIGATION LLC	365.58
51748	8/13/12	00000439	RED THE UNIFORM TAILOR	2,596.50
51749	8/13/12	00000437	RENTAL WORLD	424.62
51750	8/13/12	00000117	RIGGINS INC	7,262.66
51751	8/13/12	00000115	RIGGINS, INC	6,873.21
51752	8/13/12	00902585	RUTUKE PATEL	145.00
51753	8/13/12	00000653	SCATTON'S HEATING & COOLING, INC.	3,873.64
51754	8/13/12	BT005660	SCATTONS HEATING & COOLING	587.77
51755	8/13/12	00000365	SCOTT BENDIG	142.72

## Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
51756	8/13/12	00001618	SEALMASTER	695.94
51757	8/13/12	00000465	SHAPIRO FIRE PROTECTION COMPANY	160.95
51758	8/13/12	00000163	SHARON TUCKER	171.18
51759	8/13/12	00001030	SIGNAL CONTROL PRODUCTS, INC.	72.00
51760	8/13/12	00001745	SONIA ISABEL THOMSON	1,680.00
51761	8/13/12	00000015	NEXTEL PARTNERS OPERATING CORP	397.48
51762	8/13/12	00000015	NEXTEL PARTNERS OPERATING CORP	602.50
51763	8/13/12	00001847	STAPLES CONTRACT & COMMERCIAL, INC	750.66
51764	8/13/12	00001952	STEVEN COHEN	20.00
51765	8/13/12	00001939	SERVICE TIRE TRUCK CENTERS	50.40
51766	8/13/12	00000485	SYRENA COLLISION CENTER, INC.	1,238.45
51767	8/13/12	00001351	TEN-TRAC, INC.	9,880.00
51768	8/13/12	00000496	GOODSON HOLDING COMPANY	1,497.57
51769	8/13/12	00001273	TIM KUREK	463.50
51770	8/13/12	00000065	TIMOTHY MURRAY	30.00
51771	8/13/12	00000506	TRANS UNION LLC	10.00
51772	8/13/12	00001534	TRI-COUNTY EQUIP. & TOOLS, INC.	5.99
51773	8/13/12	00001599	U.K. ELITE SOCCER	1,230.00
51774	8/13/12	00000327	U.S. MUNICIPAL SUPPLY, INC.	277.80
51775	8/13/12	00000003	USI EDUCATION & GOV SALES	74.49
51776	8/13/12	00000520	VALLEY POWER, INC.	999.17
51777	8/13/12	00000040	VERIZON PENNSYLVANIA INC	844.61
51778	8/13/12	00001033	VERIZON CABS	535.67
51779	8/13/12	00000170	VERIZON COMMUNICATIONS	129.99
51780	8/13/12	00000170	VERIZON COMMUNICATIONS	104.99
51781	8/13/12	00000038	VERIZON WIRELESS SERVICES, LLC	1,753.38
51782	8/13/12	00001839	VINAY SETTY	90.00
51783	8/13/12	00000301	W.B. MASON CO., INC.	203.31
51784	8/13/12	00001191	WARREN FUCHS	30.00
51785	8/13/12	00000760	WASTE MANAGEMENT OF	465.55
51786	8/13/12	00001329	WELDON AUTO PARTS	342.10
51787	8/13/12	00000632	WEST GENERATOR SERVICES INC.	712.50
51788	8/13/12	00001948	WILLIAM H. FLUCK IV	100.00
51789	8/13/12	00000249	WILLIAM R. GOLTZ	130.00
51790	8/13/12	00001317	WIRELESS COMMUNICATIONS &	630.00
51791	8/13/12	00000590	YOCUM FORD	204.92
51792	8/13/12	00000550	ZEP MANUFACTURING COMPANY	325.86
51793	8/13/12	00000209	BOUCHER & JAMES, INC.	3,267.68
51794	8/13/12	00000085	CHAMBERS ASSOCIATES, INC.	11,197.82
51795	8/13/12	00000152	ECKERT SEAMANS CHERIN &	7,727.95
51796	8/13/12	00000817	GILMORE & ASSOCIATES, INC.	53,255.03
51797	8/13/12	00001282	KENNETH AMEY	1,360.00
51798	8/13/12	00000604	KEYSTONE MUNICIPAL SERVICES, INC	13,227.50

---

---

## Montgomery Township Check Register

---

---

Check Number	Check Date	Vendor No	Payee	Amount
<b>TOTAL</b>				729,590.68



**MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS**

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
07/25/2012	Commonwealth of PA	State Tax Payment	\$8,403.95
07/31/2012	PA UC Fund	UC-2 2 <sup>nd</sup> Qtr Payment	\$1,180.96
07/31/2012	Berkheimer	EIT 2 <sup>nd</sup> Qtr Payment	\$16,327.36
08/01/2012	IRS	945 Payment	\$2,851.88
08/01/2012	ICMA	DROP Plan Payment	\$17,118.84
08/02/2012	IRS	941 Payment	\$85,524.93
08/02/2012	BCG	401/457 Plan Payment	\$23,366.64
08/02/2012	PA-SCDU	Withholding Payment	\$1,853.06
08/07/2012	City of Philadelphia	Jul Wage Tax Payment	\$527.80
08/08/2012	Commonwealth of PA	State Tax Payment	\$9,643.81
		<b>Total Paid as of 08/13/2012</b>	<b>\$166,799.23</b>