

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
February 25, 2013

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Joseph P. Walsh
Robert J. Birch
Candyce Fluehr Chimera
Michael J. Fox
Jeffrey W. McDonnell

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 February 11, 2013 Meeting
6. Public Hearing – Conditional Use Application – Pileggi – C-60
7. Public Hearing – Comcast Cable Franchise Agreement
8. Consider Authorization to Advertise Public Hearing - Ordinance #13-272Z - Section 230-134 – Off Street Parking
9. Consider Authorization to Advertise Public Hearing - Ordinance #13-273Z – Section 230-26.J - Open Space Design Overlay Option
10. Consider Waiver of Permit Fee – Keystone Community Fellowship Church
11. Consider Adoption of Proposed Ordinance #13-271 – Increasing Indebtedness of Township
12. Consider Adoption of Proposed Ordinance #12-268 – Appointing Delinquent Tax Collector
13. Consider Award of Bids for Annual Public Works Equipment Rental, Materials & Services
14. Consider Award of Bids for 2013 Curb & Sidewalk Project
15. Consider Approval of Capital Expenditure – Demolition of Structure – 1083 Bethlehem Pike
16. Consider Acceptance of Recommendation – Site Work Progress Payment #5 Friendship Park Improvements
17. Consider Approval of Out of State Training – Police Department
18. Consider Authorization to Advertise Proposed Ordinance #12-267 Alarm Systems – Regulating False Alarms
19. Consider Acceptance of 2013 PA Fire Commissioner Grant Awards
20. Consider Payment of Bills
21. Other Business
22. Adjournment

Board of Supervisors Agenda
February 25, 2013
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Future Public Hearings/Meetings:

- 02-26-13 @ 7:00 PM – Environmental Advisory Committee
- 02-26-13 @ 7:30 PM – Zoning Hearing Board Validity Hearing
- 02-28-13 @ 7:30 PM – Finance Committee
- 03-04-13 @ 7:00 PM – 300h Committee
- 03-05-13 @ 7:30 PM – Zoning Hearing Board
- 03-11-13 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: February 25, 2013

ITEM NUMBER:

#3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Information:

Discussion:

Policy:

INITIATED BY: Lawrence J. Gregan
Township Manager



BOARD LIAISON: Joseph P. Walsh, 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: February 25, 2013

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: Joseph P. Walsh, 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 February 11, 2013 Meeting

MEETING DATE: February 25, 2013

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: Joseph P. Walsh, Chairman

BACKGROUND:

Just a reminder – Please call Deb Rivas or Shirley Snyder on Monday, February 25, 2013 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
FEBRUARY 11, 2013**

Chairman Joseph Walsh called the executive session to order at 7:00 p.m. In attendance were Supervisors Robert Birch, Candyce Fluehr Chimera, Michael Fox and Jeffrey McDonnell. Also in attendance were Lawrence Gregan, Frank Bartle, Esquire, and Bruce Shoupe.

Chairman Joseph Walsh called the action meeting to order at 8:01 p.m. In attendance were Supervisors Robert Birch, Candyce Fluehr Chimera, Michael Fox and Jeffrey McDonnell. Also in attendance were Frank Bartle, Esquire, Lawrence Gregan, Chief J. Scott Bendig, Rick Lesniak, Kevin Costello, Bruce Shoupe, Shannon Drosnock, Ann Shade, Stacy Crandell, Richard Grier, Laura Duff and Shirley Snyder.

Following the Pledge of Allegiance, Chairman Joseph Walsh called for public comment from the audience.

Robert Sykes of 102 Woodland Drive expressed his appreciation to the Board of Supervisors and Solicitor, Frank R. Bartle for their time in researching his inquiry concerning a referendum pertaining to the proposed Recreation/Community Center. Mr. Sykes read portions from a letter he received from Joseph Passarella of the Montgomery County Voter Services Department explaining the reasons why a referendum is not permitted in Montgomery Township. Mr. Sykes concluded by wishing the Board the best as they proceed with the Recreation/Community Center project.

Michael Kornfeld of 19 Meadowbrook Road also commented on the proposed Recreation/Community Center, stating that he had sent a letter to the Board of Supervisors outlining projections of the project. Mr. Kornfeld stated that, in his opinion, the proposed building may be too small for the number of residents it will serve. Mr. Kornfeld requested that the Board of Supervisors re-work the numbers before proceeding with the project. Chairman Joseph Walsh thanked Mr. Kornfeld for his letter and time spent on reviewing and commenting

on this project and advised Mr. Kornfeld that he would be receiving a written response to his concerns.

Bruce Bailey of County Line Road commented that during the years of the planning of the Route 202 Parkway, he was opposed to the road being built. Mr. Bailey stated that since the Parkway has been opened, he thinks it is the best thing Montgomery Township has done. Mr. Bailey also inquired about the placement of the "Welcome to Eureka" sign on County Line Road. The Board was not certain of the boundaries, but stated that Roy Rodriguez, Chairman of the Shade Tree and Open Space Committees was instrumental in the placement of these signs.

Frank 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 personnel matter and one matter of litigation, pertaining to the McCauley Zoning Hearing Board matter discussed. Mr. Bartle also reported that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Joseph Walsh made a motion to approve the minutes of the January 28, 2013 Board meeting, and Supervisor Robert Birch seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Kevin Costello, Director of Public Works, introduced Jose Claudio Sanchez. Claudio has joined the Park Crew under the direction of Assistant Park Foreman, Greg Reiff. Claudio comes to Montgomery Township from the private sector with experience in landscaping, construction and equipment operation. Resolution #1, made by Chairman Joseph Walsh, seconded by Supervisor Robert Birch and adopted unanimously, welcomed Jose Claudio Sanchez as a new employee of Montgomery Township, effective January 7, 2013.

Patricia Forbes has expressed an interest in serving on the Montgomery Township Senior committee. Ms. Forbes worked as an administrative assistant and office manager prior

to her retirement. Resolution #2, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, appointed Patricia Forbes as a member of the Montgomery Township Senior Committee with a term to expire on January 1, 2014.

William Jones has expressed an interest in serving on the Montgomery Township Business Development Partnership. Mr. Jones is General Manager of the Dunkin Donuts on Bethlehem Pike. Resolution #3, made by Chairman Joseph Walsh, seconded by Supervisor Robert Birch and adopted unanimously, appointed William Jones as a member of the Montgomery Township Business Development Partnership with a term to expire on January 1, 2014.

Kim Greene, a member of the Park and Recreation Board and Beth Staab, a member of the Environmental Advisory Committee were appointed to fill vacancies on the Open Space Committee. Resolution #4, made by Supervisor Robert Birch, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, appointed Kim Greene and Beth Staab as members of the Montgomery Township Open Space Committee with terms to expire on January 1, 2014.

Director of Fire Services, Richard Lesniak introduced Alex Olimpo, President of the Administrative Officers of the Fire Department of Montgomery Township (FDMT), who introduced the Administrative Officers, William Wiegman, Fire Chief, who introduced the Operational Officers and Michael Shinton, President of the Relief Association Officers, who introduced the Relief Association Officers. Resolution #5, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, accepted and approved the Fire Department of Montgomery Township and the Fire Department of Montgomery Township Relief Association 2013 leadership.

Richard Lesniak stated that on July 22, 2002, the Board of Supervisors created, by Resolution the Fire Department of Montgomery Township. Since that date, sixteen (16) of the

founding members have maintained active membership with the Department. The Board expressed their appreciation to the Founding/Charter Members by presenting each member with a plaque for their ten years of service. Resolution #6, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, recognized the founding/charter members of the Volunteer Fire Department of Montgomery Township.

Richard Lesniak, announced that the Fire Department of Montgomery Township conducts several fund raising events throughout the year. Each year the FDMT advises the Board of Supervisors of its planned fundraising activities and to request the Board's approval of the events. Resolution #7, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the FDMT to host the following fund raising events in 2013: Car Washes (2-3 in spring/summer); Coin Toss in December; Car Show – tentatively in August; Bagging Grocery Event at Whole Foods; Mary, Mother of the Redeemer Carnival in June.

Richard Lesniak stated that the Stafford Act requires state and local governments to develop an approved mitigation plan as a condition for receiving certain federal disaster grants and loans. This act also requires that the plans be updated every five years. This plan amendment evaluates 24 potential natural, human caused and technological hazards, and examines the capacity of different levels of government to address these expected hazards. The Plan recognizes that the avoidance of disaster is a shared responsibility of various levels of local government, businesses and residents. Resolution #8, made by Supervisor Michael Fox, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, adopted the 2012 Montgomery County Hazard Mitigation Plan.

Director of Fire Services, Richard Lesniak reported that FEMA has announced that Montgomery County and its municipalities have met the criteria to be eligible for "disaster" status and public assistance for costs incurred during the events of Hurricane Sandy in October

2012. Montgomery Township will be applying for reimbursement of Public Works, Fire and Administrative expenses that were a direct result of the Hurricane. Resolution #9, made by Supervisor Robert Birch, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the adoption of the PEMA-DAP-2 Resolution designating Emergency Management Coordinator, Richard M. Lesniak, as the Township's agent to execute all required forms and documents for the purposes of obtaining financial assistance for Hurricane Sandy.

Township Manager, Lawrence Gregan reported that the Montgomery Township Municipal Sewer Authority has requested that the Township adopt an amendment to the township Code of Ordinances amending Chapter 187, Sewers, Article XIV-Building Sewers and Connections. The proposed Ordinance would establish new standards for the materials used and construction methods employed for construction of building sewers, laterals and appurtenant facilities, and would also require certain commercial customers to do some additional installations and require regular maintenance and cleaning of systems. Resolution #10, made by Supervisor Michael Fox, seconded by Chairman Joseph Walsh and adopted unanimously, approved the adoption of Ordinance #13-269 amending Chapter 187 of the Township Code of Ordinances, Sewers, Article XIV-Building Sewers and Connections to establish new standards for materials used and construction of sewers, laterals and appurtenant facilities.

Director of Finance, Shannon Drosnock reported that the Board of Supervisors, at the request of the Tax Collector, had authorized the advertisement of Ordinance #13-270 which would increase the compensation for the Tax collector of Montgomery Township. This increase would begin in fiscal year 2014 and increase the compensation by approximately \$1,380. Resolution #11, made by Supervisor Robert Birch, seconded by Chairman Joseph Walsh and adopted unanimously, approved the adoption of Ordinance #13-270 to increase the compensation of the Tax Collector for Montgomery Township commencing January 1, 2014.

Shannon Drosnock reported that in February of 2012, the Board authorized the purchase of approximately 12 acres of land immediately adjacent to the Township building for a cost of \$1.5M. The next several months were spent conducting a feasibility study for a proposed Recreation/Community Center at that location. The Board contracted with RBC Capital Markets to assist with the potential bond issuance for the Township to fund the construction of the Center. On January 28, 2013 at a public meeting, the Board resolved to move forward with the construction of the Recreation/Community Center and accepted the Finance Committee's recommendation to move forward with the bond issue for \$10M to be used for financing the construction of the Center. Resolution #12, made by Supervisor Michael Fox, seconded by Chairman Joseph Walsh and adopted unanimously, authorized the advertisement of proposed Ordinance #13-271 to Increase the Indebtedness of Montgomery Township by Ten Million Dollars.

Lawrence Gregan stated that in 2012 the Montgomery County Commissioners adopted a Resolution authorizing the Montgomery County Tax Claim Bureau as the alternate delinquent tax collector. Resolution #13, made by Supervisor Michael Fox, seconded by Vice Chairman Jeffrey McDonnell and adopted unanimously, authorized the advertisement of Proposed Ordinance #12-268 which would appoint and authorize the Montgomery County Tax Claim Bureau as the alternative collector with the authority to file liens for existing delinquent real estate taxes with penalty, interest and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law for consideration at the Board of Supervisors meeting on February 25, 2013.

Lawrence Gregan reported that Act 32 of 2008 amended the Local Tax Enabling Act to provide for county-wide collection of the Earned Income Tax (EIT) levied by school districts and municipalities. In 2011, Berkheimer Tax Administrators was selected to be the Tax Collector for Earned Income Tax for Montgomery Township and an agreement was entered into for this

service. The Montgomery County Tax Collection committee adopted the Act 192 schedule of fees on July 16, 2012 and has requested that the member municipalities and school districts adopt this schedule and submit a copy to Berkheimer. Resolution #14, made by Chairman Joseph Walsh, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the resolution adopting the Act 192 Schedule of Costs for collection of delinquent Earned Income Taxes.

Director of Public Works, Kevin Costello reported that an online auction was held through Municibid for the sale of the Township's 1997 Elgin Geo Vac Street Sweeper. A total of 44 bids were received at the close of bidding and the sweeper will be awarded to the highest bidder. Resolution #15, made by Supervisor Robert Birch, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the sale of the Township's 1997 Elgin Geo Vac Street Sweeper to West Brandywine Township for the amount of \$22,600.00.

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

There being no further business to come before the Board, the meeting adjourned at 9:01 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Hearing – Conditional Use Application – Pileggi – C-60

MEETING DATE: February 25, 2013 **ITEM NUMBER:** #6

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe **BOARD LIAISON:** Joseph P. Walsh
Director of Planning and Zoning Chairman

BACKGROUND:

Attached is an application for consideration of a conditional use for the 11 acre property located at the intersection of Limekiln Pike and Lower State Road. The property is zoned R-1 Residential and has been used as a tree farm/nursery operation. As part of its current use, the property is planted with orchard rows of 10-20 foot high trees. A small office trailer is located on the south side of the tract with associated parking areas. The applicant, John Pileggi, Jr., proposes to develop the property utilizing the Open Space Design Overlay Option. This use is permitted by conditional use only. The proposal is for 18 single family detached units with a central recreation area. Open space areas would include walking paths and open lawn areas. The minimum lot size would be 10,000 square feet.

Adjoining property owners were notified of this hearing. The property was also posted.

Review letters from the Township consultants are attached.

PREVIOUS BOARD ACTION:

This hearing was advertised for this date.

ALTERNATIVES/OPTIONS:

Approve or not approve the conditional use application.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the conditional use application be approved.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____ **SECOND** _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

Resolution #

WHEREAS, John J. Pileggi, Jr. has submitted an application to the Township of Montgomery for Conditional Use approval to develop the 11 acre property located at the intersection of Limekiln Pike and Lower State Road, currently used as a tree farm/nursery, under the Open Space Design Overlay option; and

WHEREAS, said application was submitted in compliance with Section 230-156.2 and Section 230-26.J of the Zoning Code; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Conditional Use Application for John J. Pileggi, Jr.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, R. Dunlevy, B. Shoupe, M. Stoerrle, MCPC, MTPC, K. Johnson, 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 *
Richard S. Watt
Kristen Zollers Fath ***
Joanna M. Cruz
Kathleen M. Thomas
George B. Ditter
Andrea Hudak Duffy
William E. Miller *
Krista L. Klett *
Pamela Cunningham *

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
* L.L.M. in Taxation

RECEIVED

JAN 18 2013

MONTGOMERY TOWNSHIP

January 14, 2013

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

RE: Application for Conditional Use: John J. Pileggi
Address: 123 Limekiln Pike, Montgomery Township, PA

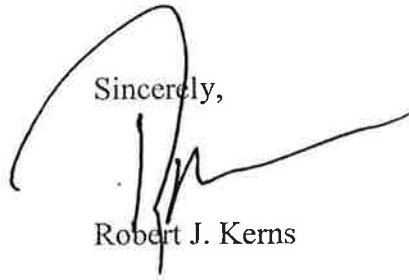
Dear Board of Supervisors:

This letter serves to notify you of the following amendments to the Conditional Use Application of John J. Pileggi, in regards to the above-mentioned property:

1. See attached portion of the Conditional Use Application in response to Number 4 on Page 2 has been amended such that:
 - a. The Applicant proposes that five (5) parcels be permitted to be developed pursuant to Chapter 230, Article 5, Section 230-26(J), as opposed to six (6) parcels
 - b. The overlay option is placed over five (5) parcels, as opposed to six (6) parcels
 - c. Property 46-00-02573-00-9 is not part of the overlay option
 - d. The Applicant seeks to develop eighteen (18) single family detached units, as opposed to nineteen (19) units
 - e. The minimum lot size is changed from 20,000 SF to 10,000 SF

Please do not hesitate to contact me should you need any additional information. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'RJK', with a long horizontal flourish extending to the right.

Robert J. Kerns

RJK/plc

Application for Conditional Use

Township of Montgomery, Montgomery County, Pennsylvania

Notice Of Appeal

Appellant: Name: John Pileggi, Jr.

Address: 123 Limekiln Pike, Chalfont, PA 18914

Phone: _____ Fax: _____

E-Mail _____

Owner: Name: John Pileggi, Jr., and Stacy H. Pileggi

Address: Same as above.

Phone: Same as above. Fax: Same as above.

E-Mail Same as above.

Attorney: Name: Robert J. Kerns, Esq.

Address: 298 Wissahickon Avenue

North Wales, PA 19454

Phone: (215)855-9521 Fax: (215)855-9121

E-Mail rjkerns@kernslaw.com

Notice of Appeal
Page 2

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

Owner

1. Brief Description of Real Estate Affected:

Block and Unit Number Block #17, Unit #29

Location 123 Limekiln Pike, Montgomery Township, Montgomery County, PA

Lot Size 11 acres

Present Use Tree Farm

Present Zoning Classification R-1 with overlay

Present Improvements Upon Land Agricultural Buildings and Uses

Deed Recorded at Norristown in Deed Book 5334 Page 1047

2. Specific reference to section of the Zoning Ordinance upon which application is based.
Chapter 230, Article 5, Section 230-26(J)

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

Small lot single houses.

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

Please see attached.

The conditional use application is submitted in conjunction with the following location: 3714 Limekiln Pike, Montgomery Township, Montgomery County, PA, TMP# 46-00-02272-00-4, Tax Block 17, Unit 29. The subject property is owned by John Pileggi, Jr., and Stacy H. Pileggi.

The property is approximately 11 acres. The Property is zoned R-1 Residential and has been used as a commercial tree farm/nursery operation. As part of the current use, the Property is fully planted with orchard rows of 10-20 foot high trees. A small office trailer is located on the south side of the tract with associated gravel paths and parking area accesses via Limekiln Pike.

Under the Open Space Design Overlay Option, Chapter 230, Article 5, Section 230-26(J), the Applicant proposes that five parcels be permitted to be developed pursuant to this section and a land development plan has been submitted thereunder.

Specifically, the overlay option is placed over (5) properties, identified by the following T.M.P. Nos.:

- 46-00-00547-00-1
- 46-00-00550-00-7
- 46-00-00553-00-4
- 46-00-02272-00-4
- 46-00-02275-00-1

Pursuant to this Conditional Use Application, the Applicant seeks to develop the Property for small lot single houses, consisting of (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 spaces areas would include walking paths and open lawn area. This proposed development would be for medium low density residential land use with a minimum lot size of 10,000 SF which is permissible under the Ordinance by Conditional Use provided that the following criteria are met:

- A minimum tract size of 8 acres in area
- Single and separate ownership of the proposed tract
- 20% common open space
- Dedication of land necessary for the construction of right of way of new public roads and other traffic improvements
- Submission of Master Plan showing interior roadway access to adjacent parcels
- Tract is served with public sewer and public water
- Compliance with dimensional, density and heights regulations as set forth in Section 230-26(J)

Notice of Appeal
Page 3

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

NOTE:

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

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____ 20

Notary Public

Appellant's or Owner's Signature

Original signed

COUNTY

BUCKS COUNTY

LINE

SEE BLOCK 17D

ROAD

PIKE

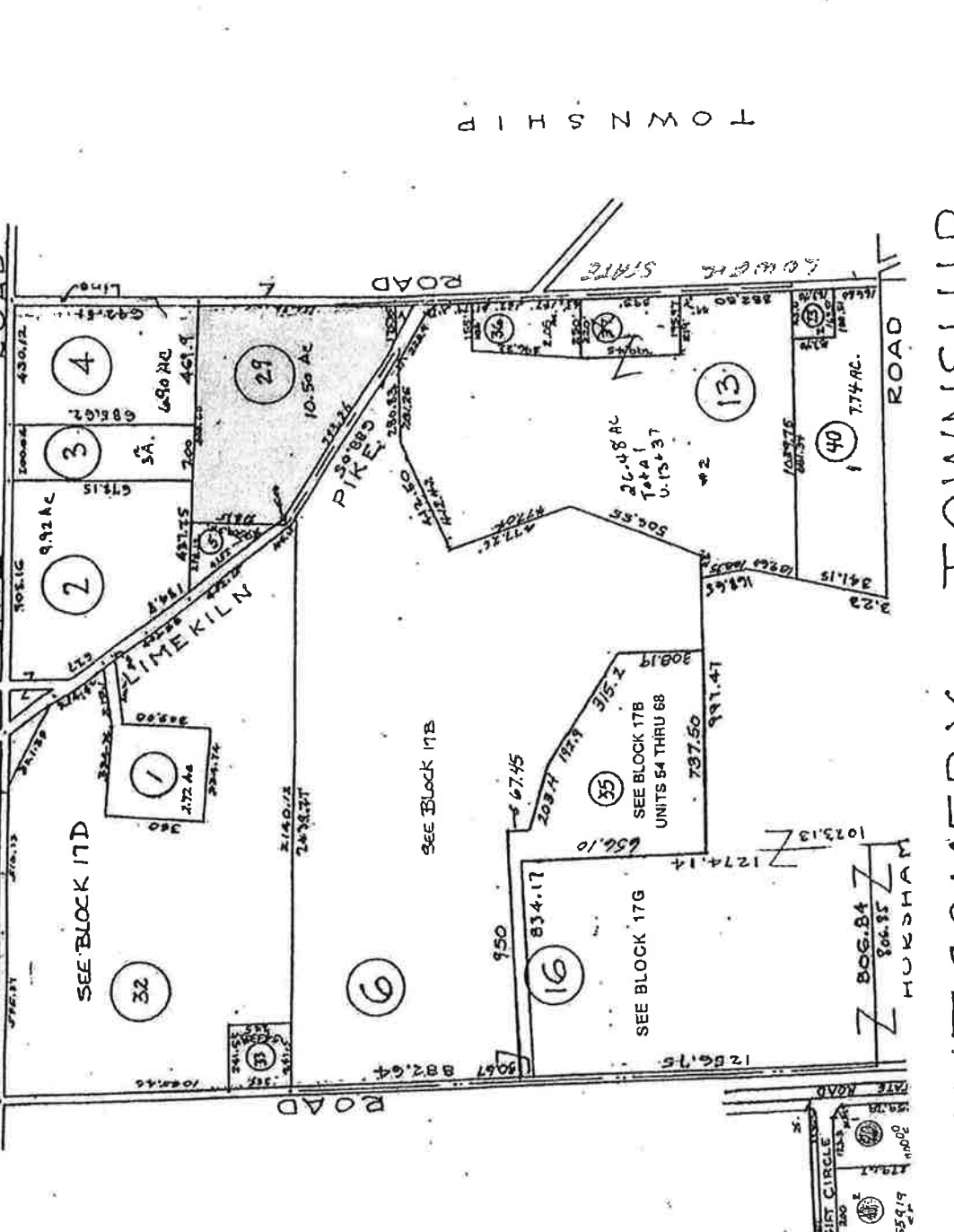
ROAD

STATE

ROAD

MURKHAM

SEE BLOCK 17B



TOWNSHIP

MONTGOMERY TOWNSHIP

BLOCK NO. 17

Scale - 1" = 40'

9-1-04

TOWNSHIP/BORO

17



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

February 14, 2013

File No. 11-12033

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

Reference: Application for Conditional Use
John J. Pileggi, Jr.
Tax Map Parcel No. 46-00-02272-00-4

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the above-referenced Application for Conditional Use and offers the following comments for consideration by the Montgomery Township Planning Commission and Board of Supervisors:

I. SUBMISSION

- A. Application for Conditional Use, submitted January 8, 2013, revised and resubmitted January 14, 2013, including the following attachments: 1) Subdivision Plan of Pileggi Tract, as prepared by Charles E. Shoemaker, Inc., one (1) sheet, dated November 30, 2012, 2) Tax Map, 3) Deed for Tax Map Parcel 46-00-02272-00-4, and 4) List of Owners of Record of all Adjoining Properties and those Directly across the Street.

II. PROJECT DESCRIPTION / APPEAL FOR CONDITIONAL USE

The property owned by the Appellant, John J. Pileggi, Jr., is located at 3714 Limekiln Pike, Montgomery Township, PA at Tax Parcel Number 46-00-02272-00-4, Block 17, Unit 29. The site is situated between Lower State Road to the east and Limekiln Pike (S.R. 0152) to the west and falls within the Residential (R-1) Zoning District with an Open Space Design Overlay Option.

The Applicant is applying for Conditional Use for both the use of the Open Space Design Overlay Option pursuant to Section 230-26.J of the Township Zoning Ordinance and the use of two (2) flag lot properties pursuant to Section 230-156.5.B of the Township Zoning Ordinance. This Conditional Use approval will enable this parcel to be developed with smaller residential lots (10,000 SF), consisting of eighteen (18) single-family detached dwellings including two (2) flag lots, while protecting the nearby single-family detached residential neighborhoods through large areas of open spaces.

The Applicant has included with their application a Subdivision Plan of their parcel (46-00-02272-00-4). The Subdivision Plan shows that the proposed development will consist of eighteen (18) single-family detached lots with three (3) open space areas, two (2) roads, and a stormwater management system. Access to the subdivision would be via Limekiln Pike (S.R. 0152) with an internal road terminating at the adjoining parcel 46-00-00547-00-1. Engineering plans have been officially submitted for this proposed subdivision in conjunction with this application for Conditional Use. Review of the Subdivision and Land Development application and plans will follow under separate cover.

III. REVIEW COMMENTS

A. Zoning Ordinance


Zoning Precedent/Effect: The use of the 'Open Space Design Overlay Option' would serve to allow this parcel to be developed with certain dimensional standards being different than the remaining parcels within the R-1 Residential Zoning District. These changes to the dimensional standards include: 1) a decrease in the Minimum Lot Size, Minimum Front Yard Setback, and Minimum Side Yard Setback, and 2) an increase in the Maximum Building Coverage per Lot and Maximum Impervious Coverage per Lot. This 'Overlay Option', however, will increase the amount of 'Open Space' to be included in the design of the total tract area and will still follow the same 'Use Regulations' as the R-1 Residential Zoning District.

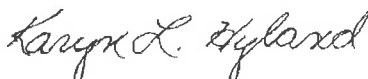
Based on our review, the following items do not appear to comply with the Zoning Ordinance:

1. §230-156.2.A.(2) – The Applicant should provide with the application a list of every abutting lot owner on the same street and every abutting lot owner directly across the street from the lot in question. The 'List of Owners of Record of all Adjoining Properties, and those Directly across the Street' should be revised to include every abutting lot owner directly across Lower State Road in Horsham Township. Also, the list should be reviewed for consistency with the Township Records for each lot owner. There appears to be multiple inconsistencies with the records, including incorrect deed book and page numbers, block numbers (17D instead of 17), names, etc.
2. §230-156.2.B.(3) – In allowing a conditional use, the Board of Supervisors may attach reasonable conditions and safeguards. As stated by the Applicant in their application, we recommend the conditional use approval be conditioned upon each unit being designed utilizing natural materials and colors consistent with high quality design in the area and that open space areas include walking paths and open lawn areas.
3. §230-156.2.C.(5) – It is our understanding that traffic issues are being reviewed by the Township's Traffic Engineer.
4. The 'Application for Conditional Use' must be signed and notarized.
5. This application included the request for conditional use per Section 230-156.5.B for use of two (2) flag lots. Based on the drawings that were submitted, it is our understanding that flag lots have been eliminated from the design and that this request is not necessary.

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

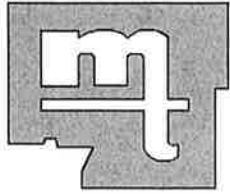
Sincerely,


Russell S. Dunlevy, P.E.
Executive Vice President
Township Engineers


Karyn L. Hyland, P.E.
Gilmore & Associates, Inc.
Township Engineers

KLH/dcr/sl

cc: Lawrence J. Gregan, Manager - Montgomery Township
Marita A. Stoerrle, Development Coordinator - Montgomery Township
John J. Pileggi, Jr.
Robert J. Kerns - Kerns, Pearlistine, Onorato & Hladik, LLP
Richard A. Stoneback, P.E. - Charles E. Shoemaker, Inc.
Douglas C. Rossino, P.E. - Gilmore & Associates, Inc.



MEMORANDUM

TO: Board of Supervisors

FROM: Planning Commission
Jonathan Trump, Chairman

DATE: February 21, 2013

RE: Conditional Use #C-60
John Pileggi

The Planning Commission has reviewed the Conditional Use application for John Pileggi. A motion was made to recommend to the Board of Supervisors that this application be approved.

The vote was as follows: Jonathan Trump, Leon McGuire and James Rall voted in favor; and Michael Beatty, Ellen Reynolds and Steven Krumenacker were opposed. Jay Glickman was absent.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JOSHUA D. SHAPIRO, CHAIR

LESLIE S. RICHARDS, VICE CHAIR

BRUCE L. CASTOR, JR., COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722

FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG/PLANNING

February 21, 2013

Mr. Larry Gregan, Manager
Montgomery Township
1001 Stump Road
Montgomeryville, Pennsylvania 18936

Re: MCPC# 04-0416-004
Montgomery Township #C-60
Plan Name: Pileggi Tract Conditional Use
Application dated: unknown, rev. 14 Jan 2013
(22 lots, 18 new dus, comprising 10.01 acres)
Situate: Limekiln Pike (N) / Lower State Road (W)
Montgomery Township

Applicant's Name and Address

John J. Pileggi, Jr.
3470 Limekiln Pike
Chalfont, PA 18914
Contact: Robert J. Kerns
Phone: 215.855.9521

Dear Mr. Gregan:

We received a request to review the above referenced conditional use application on January 14, 2013, and a revised application was sent to us via e-mail on January 18, 2013, and we have reviewed it as requested by Marita Stoerrle, Township Development Coordinator. We forward this letter as a report of our review and recommendations.

Background

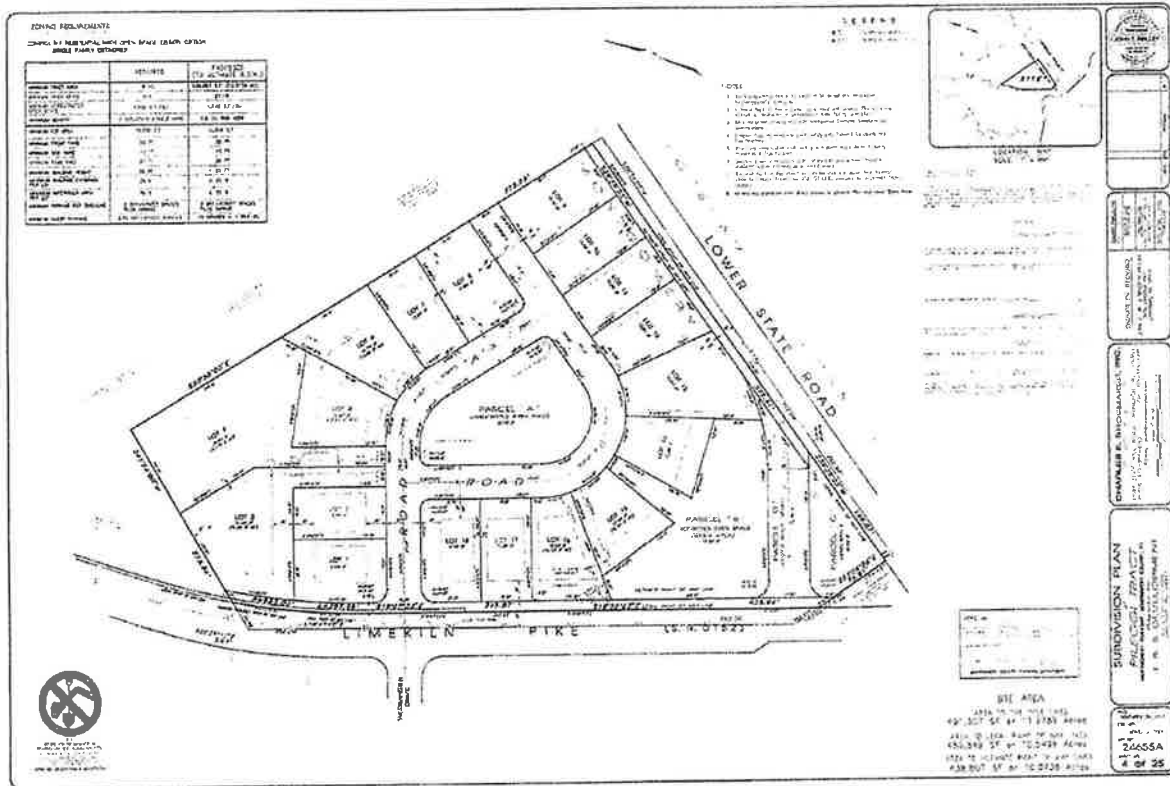
The applicant is seeking a conditional use approval to use the new "Open Space Design Overlay District" in the Zoning Ordinance at Limekiln Pike, County Line Road, and Lower State Road to develop their 10-acre property with 18 single family homes "with a central recreational area. Open space areas would include walking paths and open lawn area."

The OSDO District allows single-family detached dwellings at a density of 2 units per developable acre with lots of 10,000 square feet, minimum, requires at least 20% of the tract area be set aside as common open space, requires design, construction, and dedication by the developer of any new roads or road extensions "which are an essential element of Montgomery Township-supported roadway or signalization improvements," requires an additional 1,500 square feet of "unrestricted" open space area per dwelling unit, in addition to various other requirements.

The overlay district covers the applicant's property as well as two neighboring properties along County Line Road. The applicant has provided a very small sketch plan, shown below, illustrating what they would propose as a land development on their property.

Recommendation

It is not clear if the proposed application meets the requirements of the district. We cannot recommend approval of this conditional use at this time, however, if the applicant revises the plan and documentation to correct or clarify the issues we list below, we can then recommend approval.



Reduction of Applicant's Proposed Subdivision Plan

Conditional Use Comments.

It is not clear from the conditional use application documents provided to us that the following conditions would be satisfied by the applicant's proposal:

1. **Illegible Plan.** The subdivision plan provided in the application is illegible (see above) but seems to be similar to a previously submitted subdivision plan and a subsequently submitted plan for this property, however, both of these plans are not identical, therefore, it is unclear which of these plans, or perhaps a third plan, is included with this application. The shape and count of lots and their layout and configuration can be discerned; however, the calculations of open space, statement of dedication of right of way and road improvements, indication of public sewer and water, and the dimensional standards cannot be discerned from this illustration. The applicant should revise the application to either reference or attach a legible plan that includes all the elements to demonstrate compliance with the conditional use criteria.

Using the land development submission dated as revised January 22, 2013, as a surrogate for the remainder of this conditional use review, we have the following comments that are relevant to the conditional use application and approval:

2. **Common Open Space.** Open Space is defined in the Township's Zoning Code as: "the area to be utilized for the practice of natural preservation or passive and/or active recreation or a combination of these uses" and further "classified by the limitations to site resident use because the open space is used for: ...
 - (a) Reservation open space, where, by physical features, plan design or regulation, the use of the space is limited for reason of health, safety, land and water preservation, sight amenity or site utility or accessibility.

(b) Private open space, where by design or regulation, the open space is limited by assignment, membership or service fee (golf course, . . . , tennis courts, etc.)

(c) Common open space, where open space is not limited to site resident use except by the limitations placed on use by the nature of the activity to be performed within the space. By way of illustration, a tennis court is part of open space as long as it is not private open space, even though some residents cannot or may not want to use the facility.”

Parcels B and C and a portion of Parcel A are proposed to be used for stormwater management. These seem to qualify as Reservation open space, not Common open space. The use of these spaces will be limited for reason of health, safety, water preservation, and accessibility. If, however, these open space parcels are to be improved not only with native plantings, but also a nature discovery trail with interpretive signage, benches and bird houses, gentle slopes, split rail fences, etc., and a trail or sidewalk connection into the area is provided so that the general public can use the space, this might address the requirements. Both the Township Open Space Plan and Comprehensive Plan indicate a trail in this area that extends from Windlestrae Park to this property and on into Horsham Township and to the corner of Lower State and County Line Roads. Even the hillside of lawn on the remainder of Parcel A is questionable as safe, usable Common open space. Here, perhaps trails around and through the space with some flower garden-like plantings and benches could help make the space more useable. The general slope and shape could be a nice amphitheater if the slope is terraced and the rain garden is the backdrop for a small stage, platform, or concrete slab.

3. Access and Traffic Analysis. We defer to the township’s traffic engineers regarding compliance with the conditional use criteria for vehicular access and a traffic study.

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

Sincerely,



Matthew Schelly, Senior Community Planner
610-278-3739, Email: mschelly@montcopa.org

- c: Marita Stoerrle, Township Development Coordinator
- All Township Planning Commission Members
- All Township Supervisors
- Bruce Shoupe, Township Zoning Officer
- Frank R. Bartle, Esq., Township Solicitor
- Ken Amy, Township Planning Consultant
- Van Rieker, Township Planning Consultant
- Karyn Hyland, Gilmore & Associates, Township Engineer
- Judy Stern Goldstein, Boucher & James, Township Landscape Consultant
- Kevin Johnson, Traffic Planning & Design, Township Traffic Engineer and Lighting Consultant
- Robert Kerns, Esq., Contact



MONTGOMERY TOWNSHIP POLICE DEPARTMENT

J. Scott Bendig
Chief of Police

1001 Stump Road • P.O. Box 68 • Montgomeryville, PA 18936
215-362-2301 • Fax 215-362-6383

To: Montgomery Township Board of Supervisors
Marita Stoerrle, Development Coordinator

From: Scott Bendig, Chief of Police *JSB*

Date: February 18, 2013

Re: Subdivision Plan Review Request
Revised 1/22/13
Pileggi Tract
Limekiln Pike and Lower State Road
LD/S#: 664

A review of the above referenced subdivision has been conducted on this date.
There are no major areas of concern to the police department at this time.

Thanks you for the opportunity to review this subdivision/land development. Please
contact me if you have any issues or concerns.

KENNETH AMEY, AICP
professional land planner

February 8, 2013

(via e-mail)

Lawrence J. Gregan, Township Manager
MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville, PA 18936

Re: Pileggi Tract
Limekiln Pike & Lower State Road
Township File #LD/S-664

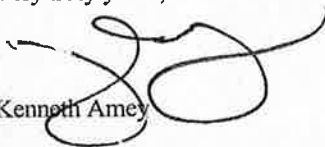
Dear Mr. Gregan:

I have completed my review of the latest submission for the above referenced subdivision, consisting of 27 sheets, prepared by Charles E. Shoemaker, Inc., dated November 30, 2012, and last revised January 22, 2013. The property is zoned R-1 Residential and the applicant proposes developing the tract using the Open Space Design Overlay Option. The property is approximately 10 acres in area, has frontage on Limekiln Pike and Lower State Road, and is currently used to raise nursery stock. Most of my comments have been addressed by plan revisions. Those that may require consideration by the Board of Supervisors follow:

1. An application for Conditional Use approval has been received by the township and will be considered by the Board at an upcoming meeting.
2. Sidewalks have not been shown along the Limekiln Pike or Lower State Road frontages. Sidewalks should be provided along all public and private streets.

If there are any questions, please let me know.

Very truly yours,


Kenneth Amey

cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Russell Dunlevy, PE, Township Engineer
Frank Bartle, Esq., Township Solicitor
Kevin Johnson, PE, Township Traffic Engineer
Judith Stern Goldstein, ASLA, Township Landscape Architect
Richard A. Stoneback, PE, Applicant's Engineer
Robert J. Kerns, Esq., Applicant's Attorney

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

KENNETH AMEY, AICP
professional land planner

January 8, 2013

(via e-mail)

Lawrence J. Gregan, Township Manager
MONTGOMERY TOWNSHIP
1001 Stump Road
Montgomeryville, PA 18936

Re: Pileggi Tract
Limekiln Pike & Lower State Road
Township File #LD/S-664

Dear Mr. Gregan:

I am in receipt of an application for Subdivision & Land Development for this property, along with plans consisting of 25 sheets, prepared by Charles E. Shoemaker, Inc., dated November 30, 2012, with no revisions noted. The property is zoned R-1 Residential and the applicant proposes developing the tract using the Open Space Design Overlay Option. The property is approximately 10 acres in area, has frontage on Limekiln Pike and Lower State Road, and is currently used to raise nursery stock. My comments follow:

1. The Open Space Design Option requires Conditional Use approval by the Board of Supervisors. An application for Conditional Use must be filed by the applicant.
2. Sidewalks have not been shown along the Limekiln Pike or Lower State Road frontages. Sidewalks should be provided along all public and private streets.
3. Open Space calculations need to be verified. It appears that the area of open space Parcel 'B' is incorrectly noted.
4. The traffic impact analysis required by §230-26.J.D has not been provided.
5. Lots 3 and 4 are flag lots, and will need to comply with the requirements contained in §230-156.5 of the zoning ordinance.

1122 Old Bethlehem Pike
Lower Gwynedd, PA 19002



phone: 215.283.9619
fax: 215.646.3458
kenamey@aol.com

If there are any questions, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ken Amey", with a long, sweeping horizontal stroke extending to the right.

Kenneth Amey

cc: Bruce S. Shoupe, Township Director of Planning and Zoning
Marita Stoerrle, Development Coordinator
Marianne McConnell, Deputy Zoning Officer
Russell Dunlevy, PE, Township Engineer
Frank Bartle, Esq., Township Solicitor
Kevin Johnson, PE, Township Traffic Engineer
Judith Stern Goldstein, ASLA, Township Landscape Architect
Richard A. Stoneback, PE, Applicant's Engineer
Robert J. Kerns, Esq., Applicant's Attorney



TRAFFIC PLANNING AND DESIGN, INC.

2500 EAST HIGH STREET, STE 650
POTTSTOWN, PA 19464

PHONE: 610.326.3100
FAX: 610.326.9410

TPD@TRAFFICPD.COM
WWW.TRAFFICPD.COM

February 20, 2013

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

Re: Preliminary Plan Review – The Pileggi Tract
LD/S #: 664
TPD# MOTO-A-00042

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the Preliminary Plan submission for the above referenced project, prepared by Charles E. Shoemaker, Inc. and last revised January 22, 2013.

Three separate highway occupancy permits (HOP) will be required for this project from PennDOT.

- One HOP will be in the name of the Township for the Lower State Road relocation. As discussed below, TPD will prepare the necessary plans and submit to PennDOT on the Township's behalf;
- A second HOP will be in the name of the applicant for the widening along the site frontage and for the new access (Road A);
- A third HOP will be a joint application between the Township and the applicant for the stormwater management. In accordance with PennDOT Strike-Off Letter 470-10-03, Montgomery Township will be required to be the co-applicant for the construction of the proposed stormwater facilities within the PennDOT Legal Right-of-Way.

The Township and TPD should be copied on all correspondence for the latter two sets of plans which will be prepared by the applicant's engineer.

As discussed at the February 6, 2013 meeting between the Applicant's consultant team and TPD, it was determined TPD would be the designer for the Lower State Road relocation (with reimbursement by the applicant to the Township). It is understood that survey from Shoemaker would be used to maintain consistency.

Based on our review, we offer the following comments using the same numbering system as our January 8, 2013 review letter for ease of reference. Comments that have been addressed are not shown.

Traffic Engineering Comments

1. In accordance with §205-100 and §205-102, a Traffic Management Study is required for uses requiring subdivision or land development approvals. At the PennDOT meeting, it was agreed that the intersection of Limekiln Pike and the relocated Lower State Road will be included in this study by Heinrich and Klein Associates. The traffic counts completed for the TEVA traffic impact study will be used in this study. A speed study of westbound traffic on Limekiln Pike will be completed at the point where a vehicle crossing the new



bridge is first visible from a vehicle exiting the relocated Lower State Road to determine if adequate sight distance is provided at the proposed location.

2. The study also needs to determine whether the proposed fourteen feet of widening along the site frontage will be striped as a shoulder or as a right turn lane into the site. In either case, a short gore section of approximately 100 feet will be required to help signify that the widening is not to be used as a second through lane. Plans were marked up at the February 6, 2013 meeting to show what was needed.
7. Since sidewalk is not proposed along the south side of Road A, the curb ramp and depressed curb at the intersection of Road A with Limekiln Pike should be removed.
8. Curb ramps should be provided at the intersection of Road A and Road B to link the two sidewalks.
10. In accordance with Section §205-10-B(3), the minimum centerline radius of local residential streets is 150 feet. As proposed, Roads A and B are less than 150 feet. If a waiver is to be considered, adequate justification should be provided for the proposed centerline radii.
13. The truck turn templates should also show movements into/out of the dead end section of Road B. If there is insufficient room for an emergency vehicle to turnaround, it will be necessary to backup for approximately 150 feet. This should be further reviewed with the Township Fire Marshal.

Street Lighting Comments

14. The Design Engineer submitted a 31 lighting fixture design layout with a 6.5:1 uniformity ratio to the Township for review. While this design provided lighting levels exceeding the minimum accepted values, a waiver would have been required for the uniformity ratio because it is less than the recommended value of 6:1. Some design suggestions were provided to the Design Engineer via redlined plan by TPD during the February 6, 2013 meeting to reduce the number of street lights. The following design alternatives have been discussed and/or suggested between TPD and the Design Engineer. All alternatives listed below require further coordination between the Township, TPD, and the Design Engineer to determine the best alternative to proceed with for a residential community.
 - Alternative A: Via coordination between TPD and the Design Engineer, a design was developed accounting for the previously mentioned redlined plan. This design alternative is attached with this letter. With Alternative A, the Design Engineer made appropriate revisions, and was able to reduce the overall number of lights from 31 as previously submitted to 18 (a ratio of one per unit), while maintaining lighting levels above the minimum average suggested. Prior to expressing an opinion of support or not for a waiver request for the uniformity ratio of 7:1, we would like the design engineer to prepare an alternative layout of the lights to see if the 6:1 recommended value can be achieved without adding more lights. If this waiver is not granted, additional street lights may be required.
 - Alternative B: Via coordination between TPD and the Design Engineer, a design was discussed with a waiver request condition to allow for the placement of 9 lights. This design alternative is attached with this letter. The 9 lights would be concentrated at the entrance, parking areas, intersections, and one each on a roadway curve, all of



which are areas where vehicle/pedestrian interactions may be encountered. This design alternative requires a significant waiver because it provides less than desirable Uniformity. We are uncomfortable supporting this waiver without further discussion with the Township regarding lighting philosophies for residential communities.

- Alternative C: In response to Alternative B provided by the Design Engineer, TPD has redlined the design with a tentative layout to be considered with a waiver request. This redlined design alternative is attached with this letter. In the future, there is the potential to develop the area north of this site that was part of the rezoning. If developed, Road A would be extended into the site. Therefore, it is possible that the two developers would seek to dedicate the road as a Township road rather than maintain cross-easements on it. Under such a scenario, we would recommend providing lighting along the preferred route for vehicles traversing the site connection to the per the Township standards. Prior to stating that a design waiver for the Alternative B lighting layout provided for the privately maintained "Road B Spur" would be acceptable, we need to have further discussions with the Township regarding lighting philosophies for residential communities.

We reserve the right to make additional comments as additional information is submitted. Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin L. Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kevin L. Johnson, P.E.
President

cc: Larry Gregan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
John Pileggi, applicant
Richard Stoneback, P.E., Charles A Shoemaker, Inc.
Andreas Heinrich, P.E., PTOE, Heinrich & Klein Associates, Inc.
Joseph Platt, P.E., TPD
Frank Falzone, P.E., TPD



TRAFFIC PLANNING AND DESIGN, INC.

2500 EAST HIGH STREET, STE 650
EST. 1989 POTTSTOWN, PA 19464

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FAX: 610.326.9410

TPD@TRAFFICPD.COM
WWW.TRAFFICPD.COM

January 8, 2013

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

Re: Subdivision Plan – The Pileggi Tract
Preliminary Plan Review
LD/S #: 664
TPD# MOTO-A-00042

Dear Bruce:

In our role as Township Traffic/Street Lighting Engineer, Traffic Planning and Design, Inc. (TPD) has reviewed the sketch plan submission for the above referenced project, prepared by Charles E. Shoemaker, Inc. and dated November 30, 2012 and the Traffic Access Study prepared by Heinrich and Klein Associates, Inc. dated October 30, 2012.

Three separate highway occupancy permits (HOP) will be required. One HOP will be in the name of the Township for the Lower State Road relocation. A second HOP will be in the name of the applicant for the widening along the site frontage and for the new access (Road A). A third HOP will be a joint application between the Township and the applicant for the stormwater management. An issue to be resolved at this time is to determine if TPD should be the designer for the Lower State Road relocation (with reimbursement by the applicant to the Township) due to it being both a more complex superelevated design and an existing Township road or if the applicant's consultant (Charles E. Shoemaker, Inc.) should prepare these plans. In either case, concurrence for the relocation is required from Horsham Township. If it is TPD as the designer, survey from Shoemaker would be used to maintain consistency. A logical tie in point would seem to be the end of the radius return on the northwest corner of the new intersection.

A meeting with the applicant and PennDOT was held on December 17, 2012. Comments from this meeting have been incorporated into this review letter as necessary.

Based on this review, we offer the following comments:

Traffic Engineering Comments

1. In accordance with §205-100 and §205-102, a Traffic Management Study is required for uses requiring subdivision or land development approvals. At the PennDOT meeting, it was agreed that the intersection of Limekiln Pike and the relocated Lower State Road will be included in this study by Heinrich and Klein Associates. The traffic counts completed for the TEVA traffic impact study will be used in this study. A speed study of westbound traffic on Limekiln Pike will be completed at the point where a vehicle crossing the new bridge is first visible from a vehicle exiting the relocated Lower State Road to determine if adequate sight distance is provided at the proposed location.
2. The study also needs to determine whether the proposed fourteen feet of widening along the site frontage will be striped as a shoulder or as a right turn lane into the site. In either



case, a short gore section of approximately 100 feet will be required to help signify that the widening is not to be used as a second through lane.

3. Right turns from Limekiln Pike to the relocated Lower State Road are proposed to be completed by restriping the existing leg of Lower State Road in a one-way only direction. The method for tying the grade of the proposed one-way segment into the relocated Lower State Road needs to be addressed.
4. A Highway Occupancy Permit (HOP) will be required from PennDOT for the access modifications along Limekiln Pike. The Township and TPD should be copied on all correspondence.
5. In accordance with PennDOT Strike-Off Letter 470-10-03, Montgomery Township will be required to be the co-applicant for the construction of the proposed stormwater facilities within the PennDOT Legal Right-of-Way. As such, the applicant needs to provide the Township with a completed Highway Occupancy Permit application, with accompanying plans and calculations, for review.
6. Given the posted speed limit of 35 mph on Lower State Road, the horizontal curve needs to be superelevated according to AASHTO standards. It appears this can be accomplished within the proposed right of way for the realignment.
7. Sidewalks are currently proposed on both sides of Road A but none are proposed along Limekiln Pike or Lower State Road. In any case, handicapped ramps are needed to connect the sidewalk with the road surface at intersections.
8. Unless prohibited, pedestrian crossings are permitted at every intersection even if the crosswalk is unmarked. Therefore, the Township needs to determine if the crosswalks will be marked or left unmarked at the intersection of Limekiln Pike with Westminster Drive/Road A. If the former, it may be necessary to rebuild the existing curb ramps at the Westminster Drive intersection with Limekiln Pike to comply with current standards.
9. The following note should be added to the plans:

All proposed pedestrian facilities reflected on these plans shall be constructed to comply with the following standards:

 - PennDOT Design Manual 2, Chapter 6.
 - PennDOT Standards for Roadway Construction, Publication 72M, RC-67M.
 - U.S. Access Board, Public Right of Way Accessibility Guidelines (PROWAG) and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)."
10. In accordance with Section §205-10-B(3), the minimum centerline radius of local residential streets is 150 feet. As proposed, Roads A and B are less than 150 feet. If a waiver is to be considered, adequate justification should be provided for the proposed centerline radii.
11. The curb radius for intersecting streets should be labeled. A minimum 20 foot curb radius is required per §205-10-E(3).
12. A "No Outlet" sign (W14-2) sign should be provided on Road B in the vicinity of Lot 10.
13. The truck turn templates should also show movements into/out of the dead end section of Road B. If there is insufficient room for an emergency vehicle to turnaround, it will be



necessary to backup for approximately 150 feet. This should be further reviewed with the Township Fire Marshal.

Street Lighting Comments

14. No lighting information was provided. A separate plan showing the proposed street lighting, in accordance with the Township's Street Lighting Specifications, should be submitted. TPD may have comments with respect to lighting as additional information is provided.

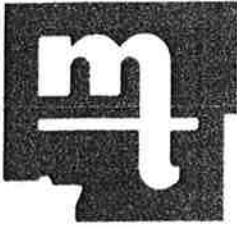
We reserve the right to make additional comments as additional information is submitted. Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin L. Johnson', is written over a horizontal line.

Kevin L. Johnson, P.E.
President

cc: Larry Gregan, Township Manager
Marita Stoerrle, Township Development Coordinator
Kevin Costello, Township Public Works Director
Russ Dunlevy, P.E., Township Engineer
John Pileggi, applicant
Richard Stoneback, P.E., Charles A Shoemaker, Inc.
Andreas Heinrich, P.E., PTOE, Heinrich & Klein Associates, Inc.
Joseph Platt, P.E., TPD



**MONTGOMERY TOWNSHIP
DEPARTMENT OF PLANNING AND
ZONING**

1001 STUMP ROAD
MONTGOMERYVILLE, PA 18936-9605
Telephone: 215-393-6920 • Fax: 215-855-1498
www.montgomerytp.org

BRUCE S. SHOUBE
Director of Planning and Zoning
MARIANNE J. McCONNELL
Deputy Zoning Officer

February 1, 2013

RE: Conditional Use Application #C-60
John J. Pileggi
123 Limekiln Pike

*mailed
2/1/13*

Dear Property Owner:

This letter is to advise you that John Pileggi has applied to the Montgomery Township Board of Supervisors for Conditional Use approval to develop his property at 123 Limekiln Pike under the Open Space Design Overlay Option of the Zoning Code. The proposal is for 18 single family detached units with a central recreational area. Open Space areas would include walking paths and open lawn areas. The minimum lot size would be 10,000 square feet.

In order to receive public comment on this request, the Board of Supervisors has set Monday, February 25, 2013, after 8:00 p.m., in the Township Building, as the date, time and place for a public hearing.

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

Sincerely,

Bruce S. Shoupe
Director of Planning and Zoning

C-60 70 11

ZONING NOTICE

John J. Ruggie

has appealed to the Board of Zoning Appeals for consideration of the proposed use of the property as a residential use, specifically a single family detached dwelling, which is not permitted in the present zoning district.

The Board of Zoning Appeals under authority of the MONTGOMERY TOWNSHIP ZONING ORDINANCE invites all interested parties to appear and be heard at a PUBLIC HEARING to be held in the Montgomery Township Building located at 1001 Stump Road, on Friday, August 14, 1964 at 7:00 p.m.

THIS ZONING NOTICE must be displayed in a conspicuous place in FRONT of the premises PLAINLY VISIBLE TO PASSERSBY and kept there for the Seven Days preceding the PUBLIC HEARING. The applicant is responsible for the maintenance of this notice and should it be destroyed or removed, must immediately obtain another copy.

John J. Ruggie
Zoning Officer

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Hearing – Comcast Cable Franchise Agreement

MEETING DATE: February 25, 2013

ITEM NUMBER: #7

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Stacy Crandell
Assistant to the Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman
Board of Supervisors

BACKGROUND:

Montgomery Township's franchise agreement with Comcast will expire on November 21, 2014. The time provided for in the Cable Communications Act of 1984 to negotiate a new franchise agreement has started and on August 13, 2012, the Montgomery Township Board of Supervisors retained the services of the Cohen Law Group to represent the Township during the negotiations for the upcoming renewal of the Comcast Cable Franchise Agreement.

The first step in the negotiation process is for the Township to hold a public hearing regarding the franchise agreement to review the past performance of the cable operator, Comcast, and to identify the future cable-related community needs of the Township.

Tonight, the Board of Supervisors will be holding the public hearing to obtain feedback regarding the past performance of Comcast and if there are any suggestions for future needs for Montgomery Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION:

On August 13, 2012, the Montgomery Township Supervisors retained Cohen Law Firm as counsel for the upcoming renewal of the Comcast Cable Franchise Agreement.

On January 28, 2013, the Montgomery Township Supervisors authorized the advertisement for the public hearing regarding the Comcast Franchise Agreement Renewal and set the date of the hearing for February 25, 2013.

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: Consider Authorization to Advertise Public Hearing – Ordinance #13-272-Z –
Section 230-134 – Off Street Parking

MEETING DATE: February 25, 2013

ITEM NUMBER: #8

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

Attached is a draft ordinance amending the Zoning Code regarding Section 230-134 – Off Street Parking.

This draft has been reviewed by the Township Staff and Planning Commission.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

None

RECOMMENDATION:

The Board of Supervisors establish March 25, 2013, as the date for a Public Hearing.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Chimera	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

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, March 25, 2013, after 8:00 PM in the Township Building as the date, time and place for a Public Hearing to consider Ordinance #13-272-Z, an ordinance amending the Zoning Code regarding Section 230-134 – Off Street Parking.

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

MONTGOMERY TOWNSHIP

Montgomery County, Pennsylvania

DRAFT

ORDINANCE #12-276-2

AN ORDINANCE AMENDING THE INTRODUCTORY PARAGRAPH OF ARTICLE XIX, SECTION 230-134 [OFF-STREET PARKING AND LOADING/REQUIRED PARKING] OF THE MONTGOMERY TOWNSHIP CODE, MAKING PROVISION THAT IN THE CASE OF ACCESS TO SECONDARY STATE AND COUNTY ROADS (AS SET FORTH IN THE TOWNSHIP'S ULTIMATE CLASSIFICATION OF ROADS MAP, AS AMENDED), PARKING SPACES TOGETHER WITH THE DRIVEWAYS OR PASSAGEWAYS SHALL BE LARGE ENOUGH TO PERMIT THE CIRCULATION OR TURNING AROUND OF VEHICLES ON THE LOT SO THAT EGRESS TO THE STREET OR WAY CAN BE MADE FRONTWAYS TO AVOID BACKING IN OR ONTO THE STREET OR WAY

ENACTED: _____

DRAFT

MONTGOMERY TOWNSHIP

Montgomery County, Pennsylvania

ORDINANCE #13-272X

AN ORDINANCE AMENDING THE INTRODUCTORY PARAGRAPH OF ARTICLE XIX, SECTION 230-134 [OFF-STREET PARKING AND LOADING/REQUIRED PARKING] OF THE MONTGOMERY TOWNSHIP CODE, MAKING PROVISION THAT IN THE CASE OF ACCESS TO SECONDARY STATE AND COUNTY ROADS (AS SET FORTH IN THE TOWNSHIP'S ULTIMATE CLASSIFICATION OF ROADS MAP, AS AMENDED), PARKING SPACES TOGETHER WITH THE DRIVEWAYS OR PASSAGEWAYS SHALL BE LARGE ENOUGH TO PERMIT THE CIRCULATION OR TURNING AROUND OF VEHICLES ON THE LOT SO THAT EGRESS TO THE STREET OR WAY CAN BE MADE FRONTWAYS TO AVOID BACKING IN OR ONTO THE STREET OR WAY

NOW, THEREFORE, it is hereby **ENACTED** and **ORDAINED** by the Montgomery Township Board of Supervisors that the Code of the Township of Montgomery shall be amended as follows:

Section 1. Amendment to Article XIX, Section 230-134 [Off-street Parking and Loading/Required Parking].

The introductory paragraph of Article XIX, Section 230-134 [Off-street Parking and Loading/Required Parking] shall be amended to read as follows:

Any building or other structure erected, altered or used or any lot used or occupied for any of the following purposes shall be provided with minimum off-street parking spaces, as defined in Article II hereof and as set forth below, together with adequate passageways, driveways or other means of circulation and access to and from a street or way. In the case of access to secondary township road state and county roads (as set forth in the Township's Ultimate Classification of Roads Map, as amended), parking spaces together with the driveways or passageways, shall be large enough to permit the circulation or turning around of vehicles on the lot so that egress to the street or way can be made frontways to avoid backing in or onto the street or way.

NB: Sub-sections (A) through (D) of Section 230-134 shall remain unchanged.

Section 2. Severability.

The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision herein shall be held illegal, invalid or unconstitutional by any Court of competent jurisdiction, such decision of the Court shall not effect or impair the remaining sections, sentences, clauses, parts or provisions of the Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted as if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 3. Repealer.

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

Section 4. Effective Date.

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

ORDAINED AND ENACTED this _____ day of March 2013, by the
Montgomery Township Board of Supervisors.

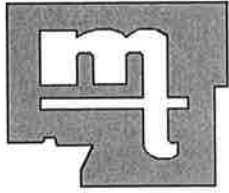
**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

JOSEPH P. WALSH, *Chairperson*

[Seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/Secretary



MEMORANDUM

TO: Board of Supervisors

FROM: Planning Commission
Jonathan Trump, Chairman

DATE: February 21, 2013

RE: Ordinance #13-272-Z
Off Street Parking Amendment

The Planning Commission has reviewed the proposed ordinance amendment to the Off Street Parking ordinance and would like to recommend to the Board of Supervisors that the ordinance be approved.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise Public Hearing – Ordinance #13-273-Z –
Section 230-26.J – Open Space Design Overlay Option

MEETING DATE: February 25, 2013

ITEM NUMBER: # 9

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Joseph P. Walsh
Chairman

BACKGROUND:

Attached is a draft ordinance amending the Zoning Code regarding Section 230-26.J – Open Space Design Overlay Option.

This draft has been reviewed by the Township Staff and Planning Commission.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

None

RECOMMENDATION:

The Board of Supervisors establish March 25, 2013, as the date for a Public Hearing.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Chimera	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

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, March 25, 2013, after 8:00 PM in the Township Building as the date, time and place for a Public Hearing to consider Ordinance #13-273-Z, an ordinance amending the Zoning Code regarding Section 230-26.J – Open Space Design Overlay Option.

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

MOTION BY:

SECOND BY:

DATE:

VOTE:

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

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE # α73-2

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 230, ARTICLE V [R-1 RESIDENTIAL DISTRICT] BY (1) REVISING THE COMMON OPEN SPACE REQUIREMENT TO REQUIRE AT LEAST 20% OF THE AREA OF THE TRACT, OR 1500 SQUARE FEET PER DWELLING UNIT, WHICHEVER IS GREATER, BE SET ASIDE FOR COMMON OPEN SPACE; AND (2) PROVIDING A MINIMUM FRONTAGE OF 70 FEET

ENACTED: _____

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

DRAFT

ORDINANCE #13- *2737*

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 230, ARTICLE V [R-1 RESIDENTIAL DISTRICT] BY (1) REVISING THE COMMON OPEN SPACE REQUIREMENT TO REQUIRE AT LEAST 20% OF THE AREA OF THE TRACT, OR 1500 SQUARE FEET PER DWELLING UNIT, WHICHEVER IS GREATER, BE SET ASIDE FOR COMMON OPEN SPACE; AND (2) PROVIDING A MINIMUM FRONTAGE OF 70 FEET

NOW, THEREFORE, it is hereby **ENACTED** and **ORDAINED** by the Montgomery Township Board of Supervisors that Article V [R-1 Residential District] of the Township's Zoning Ordinance shall be amended as follows:

SECTION 1. Amendment to Article V [R-1 Residential District].

Article V [R-1 Residential District] is hereby amended to add new section: Section 230-26(J), entitled "Open Space Design Overlay Option". This Section will provide as follows:

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, or 1500 square feet per dwelling unit, whichever is greater, 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 right-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 lot frontage: 70 feet.
 - 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 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 2. Repeal and Ratification.

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

DRAFT

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

ORDAINED AND ENACTED this _____ day of March 2013, by the Montgomery Township Board of Supervisors.

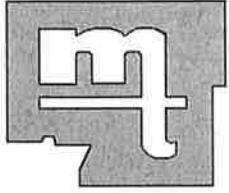
**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

JOSEPH P. WALSH, *Chairperson*

[Seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/Secretary



MEMORANDUM

TO: Board of Supervisors

FROM: Planning Commission
Jonathan Trump, Chairman

DATE: February 21, 2013

RE: Ordinance #13-273-Z
Open Space Design Overlay Option

The Planning Commission has reviewed the proposed ordinance amendment to the Open Space Design Overlay Option and would like to recommend to the Board of Supervisors that the ordinance be approved.

The motion further recommended that wording be added which states that the open space areas cannot be used for storm water management or parking areas.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Waiver of Permit Fee– Keystone Community Fellowship Church
MEETING DATE: February 25, 2013 ITEM NUMBER: #10
MEETING/AGENDA: WORK SESSION ACTION XX NONE
REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:
INITIATED BY: Bruce Shoupe BOARD LIAISON: Joseph P. Walsh
Director of Planning and Zoning Chairman

BACKGROUND:

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Keystone Community Fellowship Church to waive the permit fee for their interior renovations.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

That the permit fee for Keystone Community Fellowship Church be waived.

MOTION/RESOLUTION:

Resolution is attached.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request of Keystone Community Fellowship Church to waive the permit fee of \$ 459 for their interior renovations.

MOTION BY:

SECOND BY:

DATE:

VOTE:

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Adoption of Proposed Ordinance #13-271 - Increasing Indebtedness of the Township

MEETING DATE: February 25, 2013

ITEM NUMBER: # 11


MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Shannon Q. Drosnock
Finance Director 

BOARD LIAISON: Robert J. Birch, Supervisor
Liaison – Finance Committee 

BACKGROUND:

At the February 11, 2013 public meeting, the Board authorized the advertisement of Ordinance 13-271 to increase the indebtedness of the Township by an amount not to exceed \$10M through a series 2013 bond offering. The proceeds of this bond offering will be used for two principle purposes: 1) to finance certain capital improvement projects in the Township including the design, construction and equipping of the Community Recreation Center and 2) to refund a portion of the Township's General Obligation Note, Series of 2012.

The series of bonds will be sold in the market on February 25th. The bond underwriters, RBC Capital Markets and bond counsel, Cozen O'Connor, will present the results of the sale, including the total par amount and blended interest rate of the bonds, to the Board at the public meeting held that night.

If the Board adopts the Ordinance officially authorizing the sale of the bonds, they will also need to authorize the execution of the Bond Purchase Agreement between the Township and RBC Capital Markets (attached). After adoption of the Ordinance, a legal notice will be advertised, within 15 days, in the North Penn Reporter. During this time, staff will work with the Township Solicitor and Bond Counsel to prepare the necessary application for approval by the Pennsylvania Department of Community and Economic Development (DCED).

Following receipt of the application, DCED has 20 days to review the application and approve or deny. Assuming approval of the application, the Board will then have the authority to make settlement on the series of bonds issued and the funds will be received into the Township accounts.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

February 11, 2013 the Board authorized the advertisement of the attached Ordinance. The Ordinance was then advertised on February 21st in the North Penn Reporter fulfilling the DCED advertising requirement.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The new debt is expected to yield an annual debt service payment of between \$475K and \$525K. It will reduce the current interest only payment of \$125K to \$60K on the open space loan thus allowing the total debt service payment to be funded by current year revenues and existing fund balance with no additional funding needed for the life of the loan.

RECOMMENDATION:

Staff recommends that the Board adopt the attached Ordinance #13-271 to increase the indebtedness of the Township by an amount not to exceed \$10M.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Ordinance #13-271 to Increase the Indebtedness of Montgomery Township by an amount not to exceed Ten Million Dollars (\$10M) and

BE IT FURTHER RESOLVED that we hereby authorize the execution of the Bond Purchase Agreement between Montgomery Township and RBC Capital Markets.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

MONTGOMERY TOWNSHIP

Montgomery County, Pennsylvania

ORDINANCE # 13-271

DRAFT

AN ORDINANCE AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF MONTGOMERY OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES OF 2013 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____ FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE A CAPITAL PROJECT, CURRENTLY REFUND A PORTION OF THE TOWNSHIP'S GENERAL OBLIGATION NOTE, SERIES OF 2012 AND TO PAY THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE PREPARATION OF A DEBT STATEMENT AND OTHER DOCUMENTATION; PROVIDING FOR THE CURRENT REFUNDING OF THE DEBT BEING REFUNDED; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS; SETTING FORTH THE STATED PRINCIPAL MATURITY OR SINKING FUND REDEMPTION DATES AND AMOUNTS, INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A PAYING AGENT AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OR SUPPLEMENT; FINDING THAT A PRIVATE NEGOTIATED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

ENACTED: February __, 2013

DRAFT

Township of Montgomery

Montgomery County, Pennsylvania

ORDINANCE NO. 13-__

AN ORDINANCE AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF MONTGOMERY OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES OF 2013 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____ FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE A CAPITAL PROJECT, CURRENTLY REFUND A PORTION OF THE TOWNSHIP'S GENERAL OBLIGATION NOTE, SERIES OF 2012 AND TO PAY THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE PREPARATION OF A DEBT STATEMENT AND OTHER DOCUMENTATION; PROVIDING FOR THE CURRENT REFUNDING OF THE DEBT BEING REFUNDED; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS; SETTING FORTH THE STATED PRINCIPAL MATURITY OR SINKING FUND REDEMPTION DATES AND AMOUNTS, INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A PAYING AGENT AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT OR SUPPLEMENT; FINDING THAT A PRIVATE NEGOTIATED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, pursuant to the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.* (the "Act"), the Township of Montgomery, Montgomery County, Pennsylvania (the "Township") may incur indebtedness for the purposes of financing capital projects and refunding outstanding indebtedness; and

WHEREAS, pursuant to the Act, the Township has determined to undertake a capital project (the "Project"), including the design, construction and equipping of a community recreation center; and

WHEREAS, the Township previously issued its General Obligation Note, Series of 2012 (the "2012 Note") in the original principal amount of \$5,500,000 of which \$1,914,366.46 remains outstanding; and

WHEREAS, the portion of the 2012 Note remaining outstanding was issued to finance the costs of the acquisition of real estate; and

WHEREAS, the Township has determined to undertake a refinancing program (the "Refinancing Program") consisting of the current refunding of a portion of the outstanding 2012 Note (the "2012 Refunded Note"); and

WHEREAS, the Township has determined to issue its General Obligation Bonds, Series of 2013 (the "Bonds") in the aggregate principal amount of \$_____ to finance: (i) the costs of the Project; (ii) the Refinancing Program; and (iii) the payment of the costs and expenses of issuing the Bonds; and

WHEREAS, the Township has determined that it is in the best financial interest of the Township to sell the Bonds at private negotiated sale, and the Township has received a proposal for the purchase of the Bonds (the "Bond Purchase Proposal") from RBC Capital Markets, LLC, of Philadelphia, Pennsylvania (the "Underwriter"), which it desires to accept; and

WHEREAS, the Board of Supervisors of the Township (the "Board") desires to approve the issuance of the Bonds, approve the Refinancing Program, and accept the Bond Purchase Proposal of the Underwriter.

NOW, THEREFORE, BE IT ENACTED by the Board of Supervisors of the Township of the Montgomery and IT IS HEREBY ENACTED, as follows:

1. Authorization of the Project and the Refinancing Program and Incurrence of Indebtedness; Statement of Useful Life of the Project; and Purpose of the Refinancing Program. The Township hereby authorizes and shall undertake the Project and the Refinancing Program, as described in the preambles to this Ordinance. The Township shall incur indebtedness pursuant to the Act in the aggregate principal amount of \$_____ to finance the costs of the Project, the Refinancing Program and the costs and expenses of issuing the Bonds.

It is hereby determined and declared that: (i) the estimated date of completion of the Project is December 31, 2014; (ii) the Project has a useful life of 30 years; and (iii) the Township has obtained a realistic estimate of the costs of the project through bid prices or estimates from persons qualified by experience to provide such estimates.

The Township hereby reserves the right to undertake the individual components of the Project in such order and at such time or times as it shall determine and to allocate a portion of the proceeds of the Bonds and other available moneys to the final costs of the projects in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used

solely to pay “costs” as defined in the Act, of the Project or, upon appropriate amendments to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the useful life of the Project.

It is hereby determined and set forth that the purpose of the Refinancing Program is to substitute bonds for notes as provided in Section 8241(b)(5) of the Act.

It is hereby determined and stated that the useful lives of the projects financed or refinanced with the proceeds of the 2012 Refunded Note are in excess of the term of the Bonds related to the Refinancing Program. The 2012 Note financed the costs of the acquisition of real estate with a useful life of not less thirty (30) years (Ordinance enacted January 23, 2012).

2. **Authorization of Issuance of the Bonds.** The Township shall issue, pursuant to the Act and this Ordinance, its General Obligation Bonds, Series of 2013, in an aggregate principal amount of \$ _____, in order to provide funds for and toward the costs of the Project, the Refinancing Program and paying the costs of issuing the Bonds as authorized and provided in Section 1 hereof.

3. **Type of Indebtedness.** The indebtedness evidenced by the Bonds is nonelectoral debt.

4. **Execution of Debt Statement, Bonds and Other Documents.** The Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Board of Supervisors of the Township and their successors are hereby authorized and directed to file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name and on behalf of the Township and to take all other action required by the Act or this Ordinance in order to effect the issuance of the Bonds. Said officers or any of them are further authorized to apply to the Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the Township or by the accountants of the Township responsible for auditing its financial affairs, and to take any and all such further action and to execute and deliver such other documents as may be necessary or proper to comply with all requirements of the Act or to carry out the intent and purpose of this Ordinance. Said officers and their successors are further hereby authorized if, in their opinion, it is advisable to do so, to prepare and file such statements and documents as may be required by Section 8024 of the Act in order to qualify all or any portion of the existing indebtedness of the Township or of the Bonds as subsidized debt or self-liquidating debt.

5. **Type of Bonds.** The Bonds when issued will be general obligation bonds.

6. **Covenant to Pay Debt Service - Pledge of Taxing Power.** The Township hereby covenants with the registered owners of the Bonds outstanding pursuant to this Ordinance as follows: (a) that the Township will include in its budget for each fiscal year during the life of

the Bonds, the amount of the debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as any of the Bonds shall remain outstanding; (b) that the Township shall appropriate from its general revenues such amounts to the payment of such debt service; (c) that the Township shall duly and punctually pay or cause to be paid from the Sinking Fund (as hereinafter defined) or any of its other revenues or funds the principal of every Bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof; and (d) for such budgeting, appropriation and payment the Township hereby pledges its full faith, credit and taxing power. The covenant contained in this Section 6 shall be specifically enforceable. The amounts to be budgeted, appropriated and paid pursuant to the foregoing covenant are those set forth in **Exhibit B** attached hereto and made a part hereof which are hereby incorporated in the foregoing covenant with the same effect as if the same were specified in the text of such covenant.

7. **Form of Bonds.** The Bonds shall be substantially in the form set forth in **Exhibit A** hereto, with appropriate omissions, insertions and variations.

8. **Terms of Bonds.** The Bonds shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof and shall be dated the date of issuance thereof or such other date as the Township and the Underwriter shall agree. The Bonds shall be issued in the aggregate principal amount of \$_____. The Bonds shall bear interest from the date thereof payable semiannually on June 1 and December 1 of each year, commencing June 1, 2013, at the rates and shall mature on December 1 of the years as set forth in the Bond Amortization Schedule attached hereto as **Exhibit B** and made a part hereof.

The principal of the Bonds shall be payable in lawful money of the United States of America at the corporate trust office of U.S. Bank National Association in Philadelphia, Pennsylvania (the "Paying Agent"), which is hereby appointed paying agent and registrar for the Bonds and the sinking fund depository. Interest on the Bonds shall be payable in the manner provided in the form of Bonds set forth in **Exhibit A** hereto.

9. **Redemption of Bonds.** The Bonds maturing on or after December 1, 20__ are subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on December 1, 20__ or any date thereafter, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire maturity of Bonds is to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

The Bonds stated to mature on December 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to their stated maturity by lot by the Township from monies to be deposited in the Sinking Fund established under this Ordinance at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. The Township hereby covenants that it will cause the Paying Agent to select by lot, to give notice of redemption and to redeem Term Bonds at said price from monies deposited in the Sinking Fund sufficient to effect such redemption (to the extent that Term Bonds shall not have been previously purchased from said monies by the Township as permitted under this Ordinance) on December 1 of the year and in the annual principal amount set forth in the following schedule (or

such lesser principal amount as shall at the time represent all Term Bonds which shall then be outstanding):

<u>Redemption Date</u> <u>(December 1)</u>	<u>Mandatory Redemption Schedule</u> <u>Principal Amount to be</u> <u>Redeemed or Purchased</u>	<u>Maturity From Which</u> <u>Redeemed</u>
	\$	

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed to the Paying Agent not less than 30 or more than 60 days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the bond register maintained by the Paying Agent. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption, of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers prefixed "R-" Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to

redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

10. Appointment of Securities Depository. The Depository Trust Company, New York, New York (“DTC”), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system (“DTC Participants”). The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each Bond will be in the aggregate principal amount of such maturity. The Township shall cause the Bonds to be delivered to DTC for the benefit of the purchaser on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the “Beneficial Owner”) will not receive bond certificates and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the Township nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The Township is authorized to execute such documents as may be necessary or desirable in connection with DTC’s services as securities depository including a blanket letter of representation obligating the Township to give certain notices to DTC and to meet certain requirements relating to Bond payments.

If DTC determines to discontinue providing its services as securities depository with respect to the Bonds at any time, the Chairman or Vice Chairman of the Board of Supervisors of the Township is hereby authorized to designate a successor securities depository or to deliver certificates to or upon the order of the registered owners of the Bonds.

11. Sale of Bonds. The Bonds shall be sold at private sale by negotiation as hereinafter set forth in Section 14. After due consideration, the Board hereby finds and determines, on the basis of all available information, that a private negotiated sale of the Bonds is in the best financial interest of the Township.

12. Creation of and Deposits in Sinking Fund. The Township covenants that there shall be and there is hereby established and that it shall hereafter maintain a sinking fund (the “Sinking Fund”) designated “Sinking Fund – General Obligation Bonds, Series of 2013” for the Bonds to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Township, but subject to withdrawal only by the Paying Agent.

The Township covenants and agrees to deposit in the Sinking Fund no later than each June 1 and December 1 (each, an "Interest Payment Date") the debt service payable on the Bonds on such dates, which shall not exceed the amounts set forth in **Exhibit B** hereto.

Pending application to the purpose for which the Sinking Fund is established, the Chairman or Vice Chairman of the Board of Supervisors of the Township or the Finance Director of the Township is hereby authorized and directed to cause the monies therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. All income received on such deposits or investments of monies in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the Township, to pay from the Sinking Fund the principal of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the registered owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the registered owners of the unrepresented Bonds.

13. No Taxes Assumed. The Township shall not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

14. Award and Sale of Bonds. The Township hereby awards and sells the Bonds to the Underwriter, at a price of \$ _____ (representing the face amount of the Bonds plus a net reoffering premium of \$ _____, less the underwriter's discount of \$ _____) plus accrued interest and in accordance with the terms and conditions contained or incorporated in the proposal of the Underwriter dated February __, 2013, which is hereby approved and accepted. A copy of said proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and is hereby incorporated herein by reference. The proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on said proposal and to deliver a copy thereof to the Underwriter. Delivery of the accepted proposal to the Underwriter shall constitute conclusive evidence that the award and sale of the Bonds under this Ordinance have become final.

15. Contract with Paying Agent. The proper officers of the Township are authorized to contract with U.S. Bank National Association, Philadelphia, Pennsylvania, in connection with the performance of its duties as the Paying Agent and Sinking Fund Depository on usual and customary terms, including an agreement to observe and comply with the provisions of this Ordinance and of the Act

16. Redemption of Refunded Note. The Township hereby calls the 2012 Refunded Note for redemption on or after March 29, 2013. The Finance Director of the Township is authorized to set the exact redemption date, but such date shall be within ninety (90) days of the

issuance date of the Bonds. The Township shall deposit with the paying agent for the Refunded Note (the "Refunded Note Paying Agent"), the amounts required to pay the principal of and interest on the 2012 Refunded Note to the date of redemption. The officers of the Township are hereby authorized and directed to execute all documents and to take such other action as may be necessary or advisable to effect the redemption and payment of the 2012 Refunded Note. Upon redemption of the 2012 Refunded Note, any excess moneys shall be transferred by the Refunded Note Paying Agent to the Paying Agent, and the Paying Agent shall deposit the same in the Sinking Fund.

17. Federal Tax Covenants. The Township hereby covenants not to take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations promulgated with respect thereto, throughout the term of the Bonds. The Township further covenants that it will make no investments or other use of the proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" as defined in Section 148 of the Code. The Township further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

The Township hereby represents and warrants, after due investigation and to the best of its knowledge, that (i) the Bonds are not "private activity bonds" within the meaning of Section 141 of the Code and (ii) the aggregate face amount of "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the Township (and all "subordinate entities" thereof) during the 2013 calendar year is not reasonably expected to exceed \$10,000,000 (other than certain other obligations not required to be taken into account for purposes of Section 265 of the Code). The Township hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code. The Township hereby authorizes the proper officers of the Township to execute certificates to that effect at the time of closing.

18. Execution and Authentication of Bonds. As provided in Section 4, the Bonds shall be executed by the Chairman or the Vice Chairman of the Board of Supervisors of the Township and the Secretary or Assistant Secretary of the Township and each such execution shall be by manual or facsimile signature. If any officer whose signature appears on the Bonds shall cease to hold such office before the actual delivery date of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Bonds. The Bonds shall be authenticated by the manual signature of an authorized representative of the Paying Agent.

19. Application of Bond Proceeds. The balance of the purchase price for the Bonds, and any accrued interest payable by the Underwriter, shall be paid by the Underwriter to the Paying Agent on behalf of the Township. Upon receipt of the balance of such purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the Paying Agent

shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall pay, or establish reserves for payment of, the costs and expenses of the financing in the amounts presented to the Board of Supervisors which are hereby approved, and the proper officers of the Township are authorized to direct the Paying Agent to pay the issuance costs on behalf of the Township as set forth in written directions to the Paying Agent. The portion of the proceeds of the Bonds issued to finance the refinancing of the 2012 Refunded Note shall be deposited with Univest Bank and Trust Co., as Refunded Note Paying Agent, as provided in Section 16 hereof. The Township hereby approves the establishment of a segregated account for the net proceeds of the Bonds and the balance of the proceeds shall be deposited in such account pending disbursement to pay the costs of the Project as set forth in instructions from the Township to the Paying Agent. The moneys in such account will be invested in accordance with Section 8224 of the Act.

Any reserves in the above-described account shall be disbursed from time to time by the Paying Agent pursuant to written instructions from the Chairman or Vice Chairman of the Board of Supervisors of the Township and any balance ultimately remaining in any such reserve shall, upon written instructions of the Chairman or Vice Chairman of the Board of Supervisors of the Township, be deposited in the general fund of the Township.

20. Officers Authorized to Act. For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the Chairman or the Secretary of the Board of Supervisors of the Township shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Ordinance, the Vice Chairman or the Assistant Secretary of the Board of Supervisors of the Township, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the Township in their stead.

21. Approval of Official Statement. The Preliminary Official Statement for the Bonds dated February 19, 2013, is hereby approved and “deemed final” by the Township as of its date for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement to be dated February __, 2013, substantially in the form of the Preliminary Official Statement presented to this meeting, and also containing the final terms of the Bonds, shall be prepared and delivered to the Underwriter within seven (7) business days from the date hereof, and the Township hereby approves the use thereof in connection with the public offering and sale of the Bonds.

22. Covenant to Pledge Sufficient Funds. The Township hereby covenants and agrees that, concurrently with the issuance of and payment for the Bonds, the Township will have irrevocably pledged with the Refunded Note Paying Agent, amounts sufficient, to pay all principal of and interest on the 2012 Refunded Note to the date of redemption thereof so that the 2012 Refunded Note will no longer be outstanding under the Act.

23. Continuing Disclosure. The Township hereby authorizes and directs the appropriate officers to execute and deliver a Continuing Disclosure Agreement or a supplement to an existing Continuing Disclosure Agreement of the Township (the “Continuing Disclosure Agreement”) if and to the extent required by law. The Township further covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure

Agreement. Notwithstanding any other provision of this Ordinance, failure of the Township to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder or under the Bonds; however, the Paying Agent, any Participating Underwriters (as defined in the Continuing Disclosure Agreement), or any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Township to comply with its obligations under this Section.

24. **Bond Insurance.** If deemed financially advantageous to the Township in connection with the issuance of the Bonds, the officers of the Township are hereby authorized to purchase a policy of insurance guaranteeing the payment of the principal of and interest on the Bonds, to pay the premium for such policy from the proceeds of the Bonds and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the Bonds issued under this Ordinance may include a statement of the terms of such insurance policy and the Authentication Certificate of the Paying Agent appearing on each Bond may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

25. **Bond Counsel.** The Township hereby confirms the appointment of Cozen O'Connor to act as Bond Counsel to the Township with respect to the transactions contemplated by this Ordinance.

26. **Further Action.** The proper officers of the Township are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the Township.

27. **Act Applicable to Bonds.** This Ordinance is enacted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Act and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

28. **Contract with Bond Owners.** This Ordinance constitutes a contract with the registered owners of the Bonds outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

29. **Severability.** In case any one or more of the provisions contained in this Ordinance or in any Bond shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Bonds, and this Ordinance or said Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

30. **Repealer.** All Ordinances and parts of Ordinances heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

31. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Act.

DRAFT

DULY ENACTED AND ORDAINED, this 25th day of February, 2013, by the Board of Supervisors of the Township of Montgomery, Montgomery County, Pennsylvania, in lawful session duly assembled.

TOWNSHIP OF MONTGOMERY,
Montgomery County, Pennsylvania

By _____
Chairman, Board of Supervisors

Attest: _____
Secretary

(SEAL)

EXHIBIT A
[FORM OF BOND]

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
TOWNSHIP OF MONTGOMERY
GENERAL OBLIGATION BOND, SERIES OF 2013

No. R- _____ \$ _____

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
	December 1, _____	_____, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

The Township of Montgomery, Montgomery County, Pennsylvania (the "Township"), a political subdivision of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to the registered owner hereof on the Maturity Date set forth above the Principal Sum set forth above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been made or duly provided for, and to pay interest thereon from _____, 2013 or the most recent Interest Payment Date to which interest has been paid or duly, provided for, semiannually on June 1 and December 1 of each year, commencing June 1, 2013 (each, an "Interest Payment Date"), at the interest rate specified above, calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for.

Interest is payable to the registered owner of this Bond from the Interest Payment Date next preceding the authentication date of the Bond, unless: (a) this Bond is authenticated as of an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; (b) this Bond is registered and authenticated after a Regular Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event it shall bear interest from such succeeding Interest Payment Date; (c) such Bond is registered and authenticated on or prior to the Regular Record Date preceding June 1, 2013, in which event it shall bear interest from _____, 2013; or (d) as shown by the records of the Paying Agent interest on this Bond

shall be in default, in which event it shall bear interest from the date on which interest was last paid on this Bond.

The principal of this Bond is payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association in Philadelphia, Pennsylvania (the "Paying Agent"). Interest on this Bond will be paid on each Interest Payment Date by check mailed to the person in whose name this Bond is registered on the registration books of the Township maintained by the Paying Agent, as bond registrar, at the address appearing, thereon at the close of business on the fifteenth (15th) day (whether or not a day on which the Paying Agent is open for business) next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the Regular Record Date, and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever monies become available for payment of the defaulted interest, and notice of the Special Record Date and payment date for such interest shall be given by first class mail to the registered owners of the Bonds not less than ten (10) days prior to the Special Record Date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing. The principal of and interest on this Bond are payable in lawful money of the United States of America.

Notwithstanding the foregoing, so long as this Bond is registered in the name of The Depository Trust Company ("DTC") or its nominee, Cede & Co., payment of principal and interest on this Bond shall be payable in the manner and at the respective times of payment provided for in DTC's Operational Arrangements, as they may be amended from time to time.

This Bond is one of a duly authorized issue of General Obligation Bonds, Series of 2013, of the Township in the aggregate principal amount of \$_____ (the "Bonds") issued in fully registered form in denominations of \$5,000 and integral multiples of \$5,000 in excess thereof, all issued in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Act"), and pursuant to an Ordinance of the Board of Supervisors of the Township duly enacted on February __, 2013 (the "Ordinance") and a Paying Agent Agreement between the Township and the Paying Agent dated as of _____, 2013 (the "Paying Agent Agreement"). The Bonds are issued for the purpose of financing a capital project, the current refunding of a portion of the Township's General Obligation Note, Series of 2012 and paying the costs of issuing the Bonds.

Under the laws of the Commonwealth of Pennsylvania, this Bond and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Bond or the interest thereon. Profits, gains or income derived from the sale, exchange, or other disposition of this Bond are subject to state and local taxation.

The Bonds maturing on or after December 1, 20__ are subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on December 1, 20__ or any date thereafter, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire maturity of Bonds is to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

The Bonds stated to mature on December 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to their stated maturity by lot by the Township from monies to be deposited in the Sinking Fund established under the Ordinance at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. The Township hereby covenants that it will cause the Paying Agent to select by lot, to give notice of redemption and to redeem Term Bonds at said price from monies deposited in the Sinking Fund sufficient to effect such redemption (to the extent that Term Bonds shall not have been previously purchased from said monies by the Township as permitted under the Ordinance) on December 1 of the year and in the annual principal amount set forth in the following schedule (or such lesser principal amount as shall at the time represent all Term Bonds which shall then be outstanding):

<u>Mandatory Redemption Schedule</u>		
<u>Redemption Date</u> <u>(December 1)</u>	<u>Principal Amount to be</u> <u>Redeemed or Purchased</u> \$	<u>Maturity From Which</u> <u>Redeemed</u>

In the event that a portion, but not all of the Term Bonds are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions applicable to the Term Bonds shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Bonds in authorized denominations) unless the Township directs an alternate reduction of such mandatory sinking fund redemptions.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to

any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than 30 or more than 60 days before the redemption date to the registered owners of the bonds at their addresses as they appear on the Bond register maintained by the Paying Agent. Shall notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and the reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

The Township and the Paying Agent may treat the person in whose name this Bond is registered on the Bond register maintained by the Paying Agent as the absolute owner of this Bond for all purposes and neither the Township nor the Paying Agent shall be affected by any notice to the contrary. The Bonds are being issued by means of a book-entry system, with actual bond certificates evidencing ownership of the Bonds immobilized at DTC, New York, New York (the "Securities Depository"), or its successor as Securities Depository. Transfers of beneficial ownership of the Bonds shall be effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository.

So long as the Bonds are issued in book-entry form, actual bond certificates are not available for distribution to the beneficial owners and the principal and interest on the Bonds are payable to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of beneficial owners. The Township and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the Bonds are no longer registered to a Securities Depository or its nominee, the Bonds are transferable by the

registered owners thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender at the corporate trust office of the Paying Agent in, Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent. The Paying Agent shall not be required: (i) to issue, transfer or exchange any of the Bonds during a period beginning at the close of business on the fifteenth (15th) day next preceding the day of selection of Bonds to be redeemed and ending at the close of business on the day on which such notice is given, or (ii) to transfer or exchange any Bond selected for redemption in whole or in part.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon, against any supervisor, officer or employee, past, present or future, of the Township or of any successor body, as such, either directly or through the Township or through any such successor body under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such supervisors, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in the jurisdiction in which the principal corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the Township to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the Township has established a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

This Bond shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, the Township of Montgomery, Montgomery County, Pennsylvania has caused this Bond to be signed in its name and on its behalf by the signature of the Chairman of its Board of Supervisors and an impression of its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the Township.

TOWNSHIP OF MONTGOMERY

By: _____
Chairman, Board of Supervisors

Attest: _____
Secretary

(SEAL)

AUTHENTICATION CERTIFICATE

This Bond is one of the Township of Montgomery General Obligation Bonds, Series of 2013, described in the within mentioned Ordinance.

DATE OF AUTHENTICATION:

U.S. BANK NATIONAL ASSOCIATION,
Paying Agent

By: _____
Authorized Representative

[STATEMENT OF INSURANCE]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
EMPLOYER IDENTIFICATION NUMBER OF
ASSIGNEE

_____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to transfer said Bond on the books of the within named Paying Agent, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guaranteed program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Signature)

[END OF BOND FORM]

EXHIBIT C

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Township of Montgomery HEREBY CERTIFIES that:

The foregoing Ordinance authorizing the issuance of General Obligation Bonds, Series of 2013 of the Township was duly moved and seconded and enacted by a majority vote of all the Board of Supervisors of said Township at a duly called and convened meeting of said Board of Supervisors held on February 25, 2013; that public notice of said meeting was given as required by law; and that the roll of the Board of Supervisors was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Joseph P. Walsh, Chairman	_____
Jeffrey W. McDonnell, Vice Chairman	_____
Michael J. Fox	_____
Robert J. Birch	_____
Candyce Fluehr Chimera	_____

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 25th day of February, 2013.

Lawrence J. Gregan, Township Manager/ Secretary

(TOWNSHIP SEAL)

BOND PURCHASE AGREEMENT

for

\$ _____
MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania
General Obligation Bonds, Series of 2013

February 25, 2013

RBC Capital Markets, LLC

BOND PURCHASE AGREEMENT

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania
General Obligation Bonds, Series of 2013

February 25, 2013

Montgomery Township
1001 Stump Road
Montgomeryville, Pennsylvania 18936-9605

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC, acting on its own behalf (the "Underwriter"), and not as fiduciary or agent for you, offers to enter into the following agreement with the Montgomery Township, Montgomery County, Pennsylvania (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. *Scope of Services.* All services provided under this Agreement shall be on an arm's length, commercial basis.

2. *Purchase and Sale of the Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's General Obligation Bonds, Series of 2013 (the "Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own accounts, and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, sinking fund, interest rates per annum and the optional redemption provisions are set forth in Schedule I hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions, of the bond ordinance enacted by the Issuer on February 25, 2013 (the "Bond Ordinance").

The purchase price for the Bonds shall be \$_____ plus interest accrued on the Bonds, if any, from the dated date of the Bonds to the Closing Date (as hereinafter defined). The purchase price equals the principal amount of the Bonds, less an underwriter's discount of \$_____ [plus/less] a net original issue [premium/discount] of \$_____.

3. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the inside cover of the Official Statement and may

subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the inside cover of the Official Statement.

4. *The Official Statement.* (a) Copies of the Preliminary Official Statement dated _____, 2013 with respect to the Bonds (the "Preliminary Official Statement") have been provided to the Issuer, bond counsel and counsel to the issuer for their final review.

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Preliminary Official Statement is hereby deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The Issuer consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board (the "MSRB"), but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, or cause to be prepared and furnished, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem reasonably necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

5. *Representations, Warranties, and Covenants of the Issuer.* The Issuer hereby represents, warrants to, and covenants with the Underwriter that:

(a) The Issuer is a municipality (Township of the Second Class) organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth") and has full legal right, power and authority under the Local Government Unit Debt Act, as amended and supplemented (the "Act"), and at the date of the Closing will have full legal right, power and authority under the Act, and the Bond Ordinance (i) to enter into, execute and deliver this Agreement, the Bond Ordinance and the Continuing Disclosure Undertaking (the "Undertaking") as described in Section 7(i)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Ordinance, the Undertaking, and the other documents referred to in this clause (i) are hereinafter referred to as the "Issuer Documents"), (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the enactment of the Bond Ordinance and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Bond Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Ordinance and enforceable against the Issuer in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Ordinance will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Ordinance;

(d) With respect to the Bonds, the Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the giving of notice would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds, the Issuer Documents and the enactment of the Bond Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject, nor will any such execution, delivery, enactment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been or will be duly obtained;

(f) Except as disclosed in the Preliminary Official Statement and Official Statement, there is no material litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Ordinance or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax under the laws of the Commonwealth, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the enactment of the Bond Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(g) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided, however, that the Issuer makes no representations regarding the disclosure therein related to Depository Trust Company and its Book-Entry Only System or the Underwriter);

(h) Unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement from the date thereof up to and including the date of Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided, however, that the Issuer makes no representations regarding the disclosure therein related to Depository Trust Company and its Book-Entry Only System or the Underwriter);

(i) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided, however, that the Issuer makes no representations regarding the disclosure therein related to Depository Trust Company and its Book-Entry Only System or the Underwriter);

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Ordinance and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Bonds;

(k) The Financial Statements of the Issuer, and other financial information regarding the Issuer, in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

6. *Closing.*

(a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Schedule I of this Agreement by a wire transfer payable in immediately available funds to the order of U.S. Bank National Association, Philadelphia, Pennsylvania (the "Paying Agent"). Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Bonds shall be made to the Underwriter through the Book-Entry Only System of The Depository Trust Company, New York, New York ("DTC"). The Bonds shall be delivered to DTC or its agent in fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Ordinance, and shall be made available to the Underwriter through DTC or the Paying Agent at least one business day before the Closing for purposes of inspection.

7. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;

- (d) At the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;
- (e) At or prior to the Closing, the Bond Ordinance shall have been duly enacted by the Issuer and the Issuer shall have duly executed and delivered the Bonds to the Paying Agent for the Paying Agent's authentication of the Bonds;
- (f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations, of the Issuer from that set forth in the Official Statement that, in the reasonable judgment of the Underwriter, is material and adverse and that makes it, in the reasonable judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;
- (g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement, shall be reasonably satisfactory in legal form and effect to the Underwriter;
- (i) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
- (1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter;
 - (2) The Bond Ordinance with such supplements or amendments as may have been agreed to by the Underwriter;
 - (3) The Undertaking of the Issuer which satisfies the requirements of Section (b)(5)(i) of the Rule;
 - (4) The legal opinion of Bond Counsel with respect to the Bonds substantially in the form set forth in the Preliminary Official Statement;
 - (5) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor, to the best knowledge of the Issuer, is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues and other income, or the levy or collection of the taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof; (iii) the ordinances of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and the Issuer Documents have been duly enacted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the

Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (other than with respect to DTC, its Book-Entry Only system and the Underwriter) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading (provided, however, that the Issuer makes no representations regarding the disclosure therein related to Depository Trust Company and its Book-Entry Only System or the Underwriter);

(6) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(7) Any other certificates and opinions required by the Bond Ordinance for the issuance thereunder of the Bonds;

(8) Evidence that Standard & Poors Ratings Services ("S&P") has awarded the Bonds an underlying rating of "AA+".

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

8. *Termination.* Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or

effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or ordinance passed) by the Congress or an order, decree, or injunction shall be issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange or a general banking moratorium declared by federal, State of New York, or Commonwealth officials authorized to do so shall occur and remain in effect;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment shall be made to the federal or State Constitution or action shall be taken by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Bonds;

(f) Any event occurs or information becomes known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(h) The United States shall have become engaged in new hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, which in the reasonable judgment of the Underwriter would have a material adverse affect upon the Underwriter's ability to market the Bonds;

(i) Any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement that has not been made in accordance with Section 4(d);

(j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the rating of any of the Issuer's obligations; and

(k) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

9. *Expenses.*

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel and Issuer Counsel; (iii) the fees and disbursements of any Trustee, Paying Agent or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (iv) all fees and expenses in connection with obtaining bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. *Paying Agent.* The Paying Agent shall be U.S. Bank National Association, Philadelphia, Pennsylvania

11. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer or the Underwriter without the consent of the other party hereto. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; and (ii) delivery of and payment for the Bonds pursuant to this Agreement.

12. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

14. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any Constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

18. *Bank Qualification.* The Bonds shall be designated by the Issuer or be “deemed designated” as “qualified tax-exempt obligations”, for purposes of Section 265(b)(3)(B) of the Code relating to the deductibility of interest of certain financial institutions.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By _____
Name Brian P. Bradley
Title Director

ACCEPTANCE

ACCEPTED at [_____] p.m. Eastern Time this 25th day of February, 2013.

MONTGOMERY TOWNSHIP

By _____
Title Township Manager/Secretary

SCHEDULE I

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania
General Obligation Bonds, Series of 2013
Dated: March __, 2013

Pricing Summary

Optional Redemption: The Bonds maturing on and after December 1, 20__, shall be subject to redemption prior to maturity, at the option of the Township, in whole or in part from time to time, and if in part, in any order of maturity, as shall be determined by the Township, and within a maturity by lot, on or after December 1, 20__, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the date fixed for such optional redemption.

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

SUBJECT: Consider Adoption of Proposed Ordinance #12-268 Appointing Delinquent Real Estate Tax Collector

MEETING DATE: February 25, 2013

ITEM NUMBER: #12

MEETING/AGENDA: ACTION CONSENT NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager  **BOARD LIAISON:** Joseph P. Walsh Chairman
Board of Supervisors

BACKGROUND:

In 2012, Montgomery County Commissioners adopted a Resolution authorizing the Montgomery County Tax Claim Bureau as alternate delinquent tax collector, with the authority to file liens and process the collection of delinquent real estate taxes in accordance with the procedures of the Municipal Claims and Tax Leis Act (MCTLA) in addition to the Real Estate Tax Sales Law (RETSL).

The new authority makes two changes to the delinquent real estate tax collection process:

1. Under RETSL, the delinquent real-estate taxes collected by the Tax Claim Bureau were remitted to the taxing authority net of fees. Under the MCTLA process, the Township would receive 100% of the tax and the taxpayer would be obligated to pay the fees to the Tax Claim Bureau; and,
2. Under MCTLA procedures, the County Tax Claim Bureau could prioritize the scheduling of parcels for collection action including tax sale in a manner more efficient in order to maximize County resources.

For the Township to participate in the new delinquent tax collection process, the Board would need to adopt this Proposed Ordinance appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector with the authority to file liens for existing delinquent real estate taxes with penalty, interest and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate-tax Sales Law.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

If the Township does not adopt the ordinance, the collection process would be in accordance with the Real Estate Tax Sales Law (RETSL) as previously in affect at the County.

BUDGET IMPACT:

On average, there is approximately \$30K in delinquent Township real estate taxes reported to the County Tax Claim Bureau at year end. The impact of this new program, to our Township, would be an increase in collections of approximately \$1,500 due to payment of the fees by the taxpayer.

RECOMMENDATION:

Adopt Ordinance #12-268 to appoint and authorize the Montgomery County Tax Claim Bureau as alternative collector with the authority to file liens for existing delinquent real estate taxes with penalty, interest and fees for such collection in accordance with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Ordinance #12-268 to appoint and authorize the Montgomery County Tax Claim Bureau as alternative collector with the authority to file liens for existing delinquent real estate taxes with penalty, interest and fees for such collection in accordance with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law.

MOTION: _____ SECOND: _____

ROLL CALL:

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

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

DRAFT

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE # 12-268

An Ordinance appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector, with the authority to file liens for existing delinquent real estate taxes with penalty, interest, and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law

ENACTED: _____

DRAFT

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE # 12-268

An Ordinance appointing and authorizing the Montgomery County Tax Claim Bureau as alternative collector, with the authority to file liens for existing delinquent real estate taxes with penalty, interest, and fees for such collection in accord with the Municipal Claims and Tax Liens Act and the Real Estate Tax Sales Law

WHEREAS, it is necessary and prudent for municipalities to promptly recover its levied and unpaid delinquent real estate taxes, and if necessary, to accomplish such recovery through legal proceedings;

WHEREAS, the Municipal Claims and Tax Liens Act (“Act”)¹ authorizes the addition of interest, costs, charges, expenses, and fees, including reasonable attorney fees, to the total payable with respect to unpaid taxes;

WHEREAS, Montgomery Township has determined that it is in the best interest of all Township taxpayers and residents to enforce the payment of delinquent real estate taxes;

NOW THEREFORE, BE IT ORDAINED by the Montgomery Township Board of Supervisors that the following Ordinance is hereby enacted:

SECTION 1. **Appointment and Authorization of Montgomery County Tax Claim Bureau as Alternative Collector, with the Authority to file Liens for Existing Delinquent Real Estate Taxes.**

1. In addition to the authorization for the collection of taxes and institution of tax sales authorized by Real Estate Tax Sales Law (“RETSL”),² the Montgomery County Tax Claim Bureau is appointed as alternative collector and is authorized and directed to file liens for existing delinquent real estate taxes with the Prothonotary of Montgomery County in accordance with the provisions of the Act;

¹ 53 P.S. §7101, *et seq.*

² 72 P.S. §5860.201, *et seq.*

2. In accordance with the Act and RETSL, interest shall be charged on taxes so returned from and after, but not before, the first day of the month following the return. Interest shall be charged at the rate of 9% per annum;
3. Pursuant to Section 7106 of the Act, it is hereby established that the reasonable charges, expenses and fees incurred in the collection of any delinquent account under the Act are hereby fixed at 5% of the total amount of the delinquent taxes (including interest and penalties), and that additional reasonable attorney's fees incurred in the collection of any delinquent taxes shall be fixed at 1% of the total amount of the delinquent taxes (including interest and penalties), and that said charges for attorney's fees and for all charges, expenses, and fees set forth herein, shall be paid to Montgomery County through the Montgomery County Tax Claim Bureau in lieu of payment of commission pursuant to Section 207 of RETSL;
4. The Montgomery Township Board of Supervisors are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Ordinance.

SECTION 2. **Failure to Enforce not a Waiver.**

The Township's failure to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement.

SECTION 3. **Amendment/Modification.**

The Montgomery Township Board of Supervisors does hereby reserve the right, from time to time, to adopt amendments or modifications to this Ordinance.

SECTION 4. **Repeal and Ratification.**

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

DRAFT

SECTION 5. Severability.

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

SECTION 6 . Effective Date.

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

ORDAINED AND ENACTED this _____ day of December 2012, by the Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

CANDYCE F. CHIMERA, *Chairperson*

[Seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/Secretary

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

SUBJECT: Consider Award of Bids for 2013 Annual Highway Materials, Services & Equipment Rental

MEETING DATE: February 25, 2013

ITEM NUMBER: #13

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Public Works Director

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND: Annually, the Public Works Department requests bids for materials, services & rentals which are utilized throughout the year. These bids were opened on February 14, 2013 at 10:30 a.m. by staff. The bids are for Asphalt, Stone Aggregate, Lawn Care Treatments, Equipment with Operator and Crack Sealer.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION:

The Board authorized the advertisement of the bids on January 28, 2013.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The Public Works Annual Materials, Services and Rentals are budgeted for each year and vary based on actual usage.

RECOMMENDATION:

Award the bids as recommended by staff to the lowest responsible bidders.

MOTION/RESOLUTION:

WHEREAS, bids were requested by the Montgomery Township Board of Supervisor for Public Works Department Annual Materials, Services and Rentals; and

WHEREAS, bids were opened on February 14, 2013 and reviewed by the Township staff. The following contractors listed below were found to be the lowest responsible bidders:

<u>Item Bid</u>	<u>Contract Awarded To:</u>	
Asphalt/Bituminous Concrete	Eureka Stone Quarry	Not to Exceed \$530,365
Stone Aggregate	Glasgow, Inc.	Various Unit Pricings
Lawn Care Treatments	Moyer & Son, Inc.	\$16,170 Annually
Equipment Rental w/Operator	P.K. Moyer & Sons, Inc.	Not to Exceed \$353,600
Crack Sealer	Crafco, Inc.	\$.52/.55 Per Lb. Delivered

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize contracts with the above listed companies on the condition that performance bonds are received within twenty (20) days of the awarding of the bids.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Award of Bid for 2013 Curb & Sidewalk Project

MEETING DATE: February 25, 2013

ITEM NUMBER: #14

MEETING/AGENDA:

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello
Public Works Director

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND: The staff received and opened bids on February 14, 2013 at 10:00 a.m. Our Engineer, Gilmore & Associates, Inc. reviewed the bids and made a recommendation to award the bid to the lowest responsible bidder, Drumheller Construction, with a bid of \$198,432.32.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION:

The Board authorized the advertisement of the bid on January 28, 2013.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The allocation in the approved 2013 Budget, based on the Engineers estimate is \$395,000.00. The bids ranged from a high of \$394,513.00 to a low of \$198,432.32, with an average bid of \$245,085.36. With our low bid of \$198,432.32, we will realize a savings of \$196,962.68 in comparison to the budget figure or savings of \$47,048.04 compared to the average bid.

RECOMMENDATION:

Award the bid as recommended to Drumheller Construction for a total projected cost of \$198,432.32.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the bid for the 2013 Curb & Sidewalk Project to Drumheller Construction for a total projected cost of \$198,432.32.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

MEMORANDUM

TO: MONTGOMERY TOWNSHIP
FROM: KARYN HYLAND
RE: MONTGOMERY TOWNSHIP
2013 CURB AND SIDEWALK REPLACEMENT
File No.: 2012-08075
DATE: 15-Feb-13

We have reviewed the bids submitted for the above referenced project and have found the following apparent errors and/or omissions:

- A. Math error for Base Bid A Item 3.0 from McCarthy Masonry & Concrete; the line item total should be \$88,243.20. This error increased the total Base Bid A amount by \$0.20 and is reflected in the amounts listed below.
- B. Math error for Base Bid A Item 6.0 from Carusone Construction; the line item total should be \$25,650.00. This error increased the total Base Bid A amount by \$1,350.00 and is reflected in the amounts listed below.

A copy of the bid tabulation has been attached for your review.

We recommend the contract for the 2013 Curb and Sidewalk Project be awarded to Drumheller Construction for all items included in the Base Bid in the amount of **\$198,432.32**, based on the available budget.

The list of bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Drumheller Construction	\$198,432.32
F.A. Rohrbach	\$243,262.70
Olivieri & Associates	\$253,885.80
Bray Brothers	\$261,434.00
Ply-Mar Construction	\$268,412.00
Carusone Construction *	\$270,044.00
Ettore Ventresca & Sons	\$273,944.00
Reamstown Excavating	\$296,664.00
L.C. Costa	\$316,236.00
Heim Construction	\$335,536.00
McCarthy Masonry & Concrete *	\$337,668.30
Ramos & Associates	\$394,516.00
The average base bid is:	\$245,085.36

* Base Bid A adjusted to account for mathematical error as noted above

G GILMORE & ASSOCIATES, INC.
& A BID TABULATION

CLIENT:
MONTGOMERY TOWNSHIP
PROJECT NAME:
2013 CURB AND SIDEWALK REPLACEMENT
PROJECT NUMBER:
2012-08075
PROJECT BID DATE:
DATE: February 14, 2012

#	DESCRIPTION	QUANTITY & UNITS	Drumheller Construction 1176 Commerce Drive Pottstown, PA 19464 610-326-8945 610-326-9065 Jody Zeleznick		F.A. Rohrbach 1302 N. 18th Street Allentown, PA 18104 610-820-3888 610-820-6035 Stephen F. Rohrbach		Olivieri & Associates 35 W. Rimer Street Philadelphia, PA 19148 215-371-6777 215-467-4040 Maria Olivieri	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BASE BID REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18")	1090 LF	\$44.50	\$48,505.00	\$32.70	\$35,743.00	\$43.00	\$46,870.00
2	REMOVE & REPLACE CONCRETE SIDEWALK (4")	5034 SF	\$9.00	\$45,306.00	\$10.75	\$54,115.50	\$12.15	\$61,163.10
3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4")	2304 SF	\$9.98	\$22,993.92	\$13.20	\$30,412.80	\$12.15	\$27,993.60
4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	2104 SF	\$9.90	\$20,829.60	\$14.15	\$29,771.60	\$12.85	\$27,036.40
5	REMOVE & REPLACE CONCRETE DRIVEWAY APRON (6")	4822 SF	\$9.90	\$47,737.80	\$10.90	\$52,559.80	\$12.85	\$61,962.70
6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	570 LF	\$18.00	\$10,260.00	\$28.50	\$16,245.00	\$48.00	\$27,360.00
7	CONCRETE TESTING	1 LS	\$2,880.00	\$2,880.00	\$2,715.00	\$2,715.00	\$1,500.00	\$1,500.00
Total Amount Bid. Based on Estimated Quantities. for Items #1-7. Inclusive				\$198,432.32		\$243,262.70		\$253,885.80

#	DESCRIPTION	QUANTITY & UNITS	Drumheller Construction 1176 Commerce Drive Pottstown, PA 19464 610-326-8945 610-326-9065 Jody Zeleznick		F.A. Rohrbach 1302 N. 18th Street Allentown, PA 18104 610-820-3888 610-820-6035 Stephen F. Rohrbach		Olivieri & Associates 35 W. Rimer Street Philadelphia, PA 19148 215-371-6777 215-467-4040 Maria Olivieri	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
B 1	BASE BID B - EXTRA WORK REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 0-40 LF	1 LF	\$45.00	\$45.00	\$50.00	\$50.00	\$75.00	\$75.00
B 1A	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 40-100 LF	1 LF	\$45.00	\$45.00	\$50.00	\$50.00	\$70.00	\$70.00
B 1B	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 100-200 LF	1 LF	\$45.00	\$45.00	\$50.00	\$50.00	\$65.00	\$65.00
B 2	REMOVE & REPLACE CONCRETE SIDEWALK (4") 0-100 SF	1 SF	\$12.00	\$12.00	\$10.25	\$10.25	\$20.00	\$20.00
B 2A	REMOVE & REPLACE CONCRETE SIDEWALK (4") 100-200 SF	1 SF	\$12.00	\$12.00	\$10.25	\$10.25	\$20.00	\$20.00
B 2B	REMOVE & REPLACE CONCRETE SIDEWALK (4") 200-500 SF	1 SF	\$12.00	\$12.00	\$10.25	\$10.25	\$18.00	\$18.00
B 3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4") 0-256 SF	1 SF	\$12.00	\$12.00	\$12.60	\$12.60	\$25.00	\$25.00
B 4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	1 SF	\$14.00	\$14.00	\$13.65	\$13.65	\$25.00	\$25.00
B 5	REMOVE & REPLACE REINFORCED CONCRETE APRON (6")	1 SF	\$14.00	\$14.00	\$10.50	\$10.50	\$25.00	\$25.00
B 6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	1 LF	\$20.00	\$20.00	\$27.30	\$27.30	\$75.00	\$75.00

** Carusone Construction math error in Item 6, Base Bid A; bid total has been corrected as shown
*** McCarthy Masonry Concrete math error in Item 3, Base Bid A; bid total has been corrected as shown

G GILMORE & ASSOCIATES, INC.
& A BID TABULATION

CLIENT:
MONTGOMERY TOWNSHIP

PROJECT NAME:
2013 CURB AND SIDEWALK REPLACEMENT
PROJECT NUMBER:
2012-08075
PROJECT BID DATE:
DATE: February 14, 2012

Carusone Construction
3243 S. 74th Street
Philadelphia, PA 19153
215-416-5818
215-492-8071
Mario Carusone

Ply-Mar Construction
965 Plymouth Road
Plymouth Meeting, PA 19462
610-275-7473
610-275-2617
Andrew J. Placitelli

Bray Brothers
16 Moon Dr
Levittown, PA 19054
215-295-5282
215-295-2299
Raymond Bray

#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID						
1	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18")	1090 LF	\$48.00	\$52,320.00	\$55.00	\$59,950.00
2	REMOVE & REPLACE CONCRETE SIDEWALK (4")	5034 SF	\$11.00	\$55,374.00	\$9.90	\$49,836.60
3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4")	2304 SF	\$14.00	\$32,256.00	\$22.00	\$50,688.00
4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	2104 SF	\$14.00	\$29,456.00	\$11.90	\$25,037.60
5	REMOVE & REPLACE CONCRETE DRIVEWAY APRON (6")	4822 SF	\$14.00	\$67,508.00	\$11.90	\$57,381.80
6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	570 LF	\$36.00	\$20,520.00	\$45.00	\$25,650.00
7	CONCRETE TESTING	1 LS	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00
Total Amount Bid, Based on Estimated Quantities, for Items #1-7, Inclusive				\$261,434.00		\$270,044.00

Total: (Base Bid) \$268,412.00

#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID B - EXTRA WORK						
B 1	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 0-40 LF	1 LF	\$48.00	\$48.00	\$55.00	\$55.00
B 1A	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 40-100 LF	1 LF	\$48.00	\$48.00	\$55.00	\$55.00
B 1B	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 100-200 LF	1 LF	\$48.00	\$48.00	\$55.00	\$55.00
B 2	REMOVE & REPLACE CONCRETE SIDEWALK (4") 0-100 SF	1 SF	\$11.00	\$11.00	\$9.90	\$9.90
B 2A	REMOVE & REPLACE CONCRETE SIDEWALK (4") 100-200 SF	1 SF	\$11.00	\$11.00	\$9.90	\$9.90
B 2B	REMOVE & REPLACE CONCRETE SIDEWALK (4") 200-500 SF	1 SF	\$11.00	\$11.00	\$9.90	\$9.90
B 3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4") 0-256 SF	1 SF	\$14.00	\$14.00	\$22.00	\$22.00
B 4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	1 SF	\$14.00	\$14.00	\$11.90	\$11.90
B 5	REMOVE & REPLACE REINFORCED CONCRETE APRON (6")	1 SF	\$14.00	\$14.00	\$11.90	\$11.90
B 6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	1 LF	\$36.00	\$36.00	\$45.00	\$45.00

** Carusone Construction math error in Item 6, Base Bid A; bid total has been corrected as shown
*** McCarthy Masonry Concrete math error in Item 3, Base Bid A; bid total has been corrected as shown

G GILMORE & ASSOCIATES, INC.
& A BID TABULATION

CLIENT:

MONTGOMERY TOWNSHIP

PROJECT NAME:

2013 CURB AND SIDEWALK REPLACEMENT

PROJECT NUMBER:

2012-08075

PROJECT BID DATE:

DATE: February 14, 2012

#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	Ettore Veniresca & Sons 3146 Bristol Road Warrington, PA 18976 215-343-6430 215-343-5497 Dan Veniresca & S	Reamstown Excavating 500 N. 8th Street Denver, PA 17517 717-336-3925 717-336-0596 Chris Evans	L.C. Costa P.O. Box 2755 Warminster, PA 18974 215-293-9794 215-293-9793 Louis M. Costa
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#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	Ettore Veniresca & Sons 3146 Bristol Road Warrington, PA 18976 215-343-6430 215-343-5497 Dan Veniresca & S	Reamstown Excavating 500 N. 8th Street Denver, PA 17517 717-336-3925 717-336-0596 Chris Evans	L.C. Costa P.O. Box 2755 Warminster, PA 18974 215-293-9794 215-293-9793 Louis M. Costa
BASE BID							
1	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18")	1090 LF	\$72.00	\$78,480.00			
2	REMOVE & REPLACE CONCRETE SIDEWALK (4")	5034 SF	\$11.00	\$55,374.00			\$88,835.00
3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4")	2304 SF	\$13.00	\$29,952.00			\$70,476.00
4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	2104 SF	\$13.00	\$27,352.00			\$33,408.00
5	REMOVE & REPLACE CONCRETE DRIVEWAY APRON (6")	4822 SF	\$13.00	\$62,686.00			\$30,508.00
6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	570 LF	\$30.00	\$17,100.00			\$69,919.00
7	CONCRETE TESTING	1 I.S.	\$3,000.00	\$3,000.00			\$21,090.00
Total Amount Bid. Based on Estimated Quantities, for Items #1-7. Inclusive							\$2,000.00
Total (Base Bid)				\$271,944.00	\$296,664.00	\$316,236.00	

#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	Ettore Veniresca & Sons 3146 Bristol Road Warrington, PA 18976 215-343-6430 215-343-5497 Dan Veniresca & S	Reamstown Excavating 500 N. 8th Street Denver, PA 17517 717-336-3925 717-336-0596 Chris Evans	L.C. Costa P.O. Box 2755 Warminster, PA 18974 215-293-9794 215-293-9793 Louis M. Costa
BASE BID B - EXTRA WORK							
B 1	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 0-40 LF	1 LF	\$72.00	\$72.00			\$90.00
B 1A	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 40-100 LF	1 LF	\$72.00	\$72.00			\$88.00
B 1B	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 100-200 LF	1 LF	\$72.00	\$72.00			\$86.00
B 2	REMOVE & REPLACE CONCRETE SIDEWALK (4") 0-100 SF	1 SF	\$11.00	\$11.00			\$18.00
B 2A	REMOVE & REPLACE CONCRETE SIDEWALK (4") 100-200 SF	1 SF	\$11.00	\$11.00			\$17.00
B 2B	REMOVE & REPLACE CONCRETE SIDEWALK (4") 200-500 SF	1 SF	\$11.00	\$11.00			\$16.00
B 3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4") 0-256 SF	1 SF	\$12.00	\$12.00			\$19.00
B 4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	1 SF	\$13.00	\$13.00			\$19.00
B 5	REMOVE & REPLACE REINFORCED CONCRETE APRON (6")	1 SF	\$13.00	\$13.00			\$19.00
B 6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	1 LF	\$30.00	\$30.00			\$42.00

** Carusone Construction math error in Item 6, Base Bid A; bid total has been corrected as shown
*** McCarthy Masonry Concrete math error in Item 3, Base Bid A; bid total has been corrected as shown

G GILMORE & ASSOCIATES, INC.
& A BID TABULATION

CLIENT:

MONTGOMERY TOWNSHIP

PROJECT NAME:

2013 CURB AND SIDEWALK REPLACEMENT

PROJECT NUMBER:

2012-08075

PROJECT BID DATE:

DATE: February 14, 2012

Heim Construction
82 Tunnel Road
Pottsville, PA
570-429-1677
570-429-2078
Don McCoy

McCarthy Masonry & Concrete
740 E. Cherry Road
Quakertown, PA 18951
215-538-1874
215-538-5433
James McCarthy

Ramos & Associates
4136 Mitchell Street
Philadelphia, PA 19128
215-482-2800
215-482-8789
Jose Ramos

#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID								
1	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18")	1090 LF	\$99.00	\$107,910.00	\$88.00	\$95,920.00		
2	REMOVE & REPLACE CONCRETE SIDEWALK (4")	5034 SF	\$13.00	\$65,442.00	\$11.45	\$57,639.30		
3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4")	2304 SF	\$21.00	\$48,384.00	\$38.30	\$88,243.20		
4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	2104 SF	\$15.00	\$31,560.00	\$13.30	\$27,983.20		
5	REMOVE & REPLACE DRIVEWAY APRON (6")	4822 SF	\$15.00	\$72,330.00	\$13.30	\$64,132.60		
6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	570 LF	\$13.00	\$7,410.00	\$67.00	\$38,190.00		
7	CONCRETE TESTING	1 LS	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00		
Total Amount Bid, Based on Estimated Quantities, for Items #1-7, Inclusive								
				\$335,536.00				\$394,516.00

Heim Construction
82 Tunnel Road
Pottsville, PA
570-429-1677
570-429-2078
Don McCoy

McCarthy Masonry & Concrete
740 E. Cherry Road
Quakertown, PA 18951
215-538-1874
215-538-5433
James McCarthy

Ramos & Associates
4136 Mitchell Street
Philadelphia, PA 19128
215-482-2800
215-482-8789
Jose Ramos

#	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID B - EXTRA WORK								
B 1	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 0-40 LF	1 LF	\$130.00	\$130.00	\$62.00	\$62.00	\$100.00	\$100.00
B 1A	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 40-100 LF	1 LF	\$119.00	\$119.00	\$57.00	\$57.00	\$90.00	\$90.00
B 1B	REMOVE & REPLACE VERTICAL/DEPRESSED CONCRETE CURB (7"x8"x18") 100-200 LF	1 LF	\$99.00	\$99.00	\$52.00	\$52.00	\$85.00	\$85.00
B 2	REMOVE & REPLACE CONCRETE SIDEWALK (4") 0-100 SF	1 SF	\$20.00	\$20.00	\$13.60	\$13.60	\$25.00	\$25.00
B 2A	REMOVE & REPLACE CONCRETE SIDEWALK (4") 100-200 SF	1 SF	\$15.00	\$15.00	\$12.60	\$12.60	\$22.00	\$22.00
B 2B	REMOVE & REPLACE CONCRETE SIDEWALK (4") 200-500 SF	1 SF	\$13.00	\$13.00	\$11.45	\$11.45	\$20.00	\$20.00
B 3	REMOVE & REPLACE CONCRETE HANDICAP RAMPS (4") 0-250 SF	1 SF	\$20.00	\$20.00	\$38.30	\$38.30	\$35.00	\$35.00
B 4	REMOVE & REPLACE REINFORCED CONCRETE SIDEWALK (6")	1 SF	\$17.00	\$17.00	\$13.30	\$13.30	\$25.00	\$25.00
B 5	REMOVE & REPLACE REINFORCED CONCRETE APRON (6")	1 SF	\$17.00	\$17.00	\$13.30	\$13.30	\$25.00	\$25.00
B 6	REMOVE & REPLACE CONCRETE FOR BELGIAN BLOCK CURB (4"x20")	1 LF	\$15.00	\$15.00	\$67.00	\$67.00	\$63.00	\$63.00
Total (Base Bid)								
				\$335,536.00				\$394,516.00

*** Carusone Construction math error in Item 6, Base Bid A; bid total has been corrected as shown
*** McCarthy Masonry Concrete math error in Item 3, Base Bid A; bid total has been corrected as shown

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

SUBJECT: Consider Approval of Capital Expenditure – Demolition of Structures – 1083 Bethlehem Pike

MEETING DATE: February 25, 2013

ITEM NUMBER: #15

MEETING/AGENDA:

ACTION

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

INITIATED BY: Kevin A. Costello
Director of Public Works

BOARD LIAISON: Joseph P. Walsh, Chairman

BACKGROUND:

The Public Works Department is proposing the demolition of the structures on Township owned property at 1083 Bethlehem Pike. This property was dedicated to the Township by the Cutler Group in 2007 with the caveat that the prior owner could continue to occupy the structure for his business until the end of February 1, 2013. The occupant, Ricky Wang, vacated the property on January 14, 2013. Due to the condition of the main building and appurtenant structures, and the planned use of the property as part of the Township's Friendship Park, the Department recommends that the structures be demolished and the well tested and capped.

Proposals were obtained from three (3) demolition contractors to perform this work with the lowest responsible proposal received from Kneckel Demolition and Excavating of Harleysville, PA in the amount of \$13,800.

This bid excludes certification and capping of the on-site water well which must be removed and certified by Miller Pump. The other bids received were from Geppert Bros, Inc. in the amount of \$13,960 and from Walter J. Boileau & Co., Inc. in the amount of \$19,900.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

Funding for the demolition work was approved in the 2013 Budget.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

A total of \$20,000 was budgeted for the demolition work. The Township's Purchase Policy requires Board of Supervisor's approval for purchase/expenditures of budgeted items in excess of \$10,000 and for purchases/expenditures of unbudgeted items over \$1,000.

RECOMMENDATION:

Approve the award of the contract for the referenced expenditure per the approved 2013 Budget.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the contract for the demolition of the structures on Township owned property at 1083 Bethlehem Pike to Kneckel Demolition and Excavating of Harleysville, PA at a cost of \$13,800.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

**Knechel Demolition and Excavating
443 Stover Road
Harleysville, PA 19438
PA contractor # : PA067089**

*215-256-9720
cell: 215-896-9657
Fax: 215-256-6484*

Estimate - January 21, 2013

Kevin A. Costello
Montgomery Township
Director of Public Works
1001 Stump Road
Montgomeryville, PA 18936

Job: 1083 Bethlehem Pike, Montgomeryville, PA

- Complete demo and removal of 1 story house and garage and
 - Complete removal of 3 sheds located in the rear of property
 - Blacktop driveway will not be removed
- Separate and discard all scrap and debris
- Remove materials with 40 yd dumpsters
- Haul away concrete and masonry materials
- Oil heater and tank removal
- Fill well
- Dig and cap sewer line
- Recycle materials as much as possible (wood, concrete)
- Haul fill in to cover basement area
- Site to be left in clean rough graded condition

Owner responsibilities:

- Demo permit (if needed)
- Electric to be disconnected

Total estimate \$ 13,800

Work to be done but not included in above price

- Well certified by Miller Pump

Work to take approximately 5 days

50% of total estimate due at signing, balance upon completion

Insurance certificate supplied

Thank you for the opportunity to estimate this job

Signed acceptance of estimate _____ **Date** _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Acceptance of Recommendation - Site Work Progress Payment Request #5 – Friendship Park Improvements

MEETING DATE: February 25, 2013

ITEM NUMBER #16

MEETING/AGENDA:

ACTION **xx** NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, Chairman
Board of Supervisors

BACKGROUND:

In September, the Cutler Group authorized its contractor, Wolverine Constructors, to proceed with certain improvements on the Township's Friendship Park. The work involves site grading and paving improvements on the Park property in accordance with plans prepared by Chambers and Associates and in compliance with the approved NPDES permit for this work. The cost for the improvements is being paid by the Cutler Group as a credit against contributions offered by the Cutler Group in conjunction with the Montgomery Walk Development.

The total cost for this scope of improvement to the park is \$546,463.82 and Wolverine Constructors is seeking a fifth progress payment from The Cutler Group in the amount of \$32,546 bringing the total amount paid for work completed to date to \$199,786.80. The Township Engineer has inspected the site and has found the work completed to date to be satisfactory and in accordance with the approved plans.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board previously accepted work completed on the site per Wolverine's Payment Requests #1, 2, 3 and 4.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Accept Township Engineer's recommendation that the work completed per Wolverine's Payment Request #4 to The Cutler Group is satisfactory and in accordance with the approved plans. Upon acceptance The Cutler Group will be notified of the Township's acceptance so that they can proceed with payment to Wolverine in accordance with the provisions of their contract.

MOTION/RESOLUTION:

Now Therefore Be It Resolved by the Board of Supervisors that we hereby accept the Township Engineer's recommendation that the site work being performed at Friendship Park by Wolverine Constructors, Inc., as detailed in Wolverine's Payment request # 5 has been completed in accordance with the approved plans and specifications and that the Cutler Group be notified of the Township's acceptance so that they can proceed with payment to Wolverine in accordance with the provisions of their contract.

MOTION: _____ SECOND: _____

ROLL CALL:

Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
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

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



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

February 14, 2013

File No. 12-01109

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

Reference: Friendship Park
Release of Funds for Site Improvements No. 5

Dear Mr. Gregan:

As requested by the Township, Gilmore & Associates, Inc. has observed the work completed by the Cutler Group Inc. for the period through February 12, 2013. We have found the work completed in an amount of \$32,546.00 as itemized on the enclosed Application and Certificate of Payment Forms as provided by Wolverine Constructors, Inc. to be satisfactory and in accordance with the approved plans.

These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected the developer. As always, please call me if you have any questions regarding this matter.

Sincerely,

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

JPD/sl

Enclosure: As referenced

- cc: Bruce Shoupe, Director of Planning and Zoning, Montgomery Township
- Kevin Costello, Director of Public Works, Montgomery Township
- Deb Rivas, Administration Supervisor, Montgomery Township
- Chuck Splendore, McBride & Murphy
- Rick Smalley, Wolverine Construction, Inc.
- Karyn Hyland, P.E., Gilmore & Associates, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

TO (CONTRACTOR):
 DAVID CUTLER GROUP
 161 COMMERCE DRIVE
 MONTGOMERYVILLE, PA
 18936

FROM (SUBCONTRACTOR):
 WOLVERINE CONSTRUCTORS INC.
 145 PACIFIC DRIVE
 QUAKERTOWN PA 18951

PROJECT: FRIENDSHIP PARK

APPLICATION NO.: 5

APPLICATION DATE: 2/12/2013

PERIOD TO: 2/12/2013

ARCHITECTS: ARCHITECT CONTRACTOR

PROJECT NO.: NONE

CONTRACT DATE: _____

Distribution to: OWNER ARCHITECT CONTRACTOR

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment; as shown below, in connection with the Contract. Continuation Sheet, Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change orders approved in previous months by owner.			
TOTAL			
APPROVED THIS MONTH			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

1. ORIGINAL CONTRACT SUM \$546,463.82
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (LINE 1 + LINE 2) \$546,463.82
4. TOTAL COMPLETED & STORED TO DATE \$199,786.80
(COLUMN G ON G703)
5. RETAINAGE: \$0.00
 - A 0% OF COMPLETED WORK (COLUMN D + E ON G703) \$0.00
 - B 0% OF STORED MATERIAL (COLUMN F ON G703) \$0.00
6. TOTAL EARNED LESS RETAINAGE \$0.00
(LINE 4 LESS LINE 5 TOTAL) \$199,786.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (LINE 6 FROM PRIOR CERTIFICATE) \$167,240.80
8. CURRENT PAYMENT DUE \$32,546.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$346,677.02
(LINE 3 LESS LINE 6)

SUBCONTRACTOR: WOLVERINE CONSTRUCTORS, INC.

State of: Pennsylvania County of: Bucks
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

By: ROBERT L MONTGOMERY Date: _____

CONTRACTOR'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED
 (Attach Explanation if amount certified differs from amount applied for.)

CONTRACTOR: _____ Date: _____
 By: _____
 This certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Contractor under this Contract.

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5

APPLICATION DATE: 2/12/2013

PERIOD TO: 2/12/2013

ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D-E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
1.01	MOBILIZATION	\$1,500.00	\$750.00	\$0.00	\$0.00	\$750.00	\$750.00	\$0.00
2.01	REMOVE EXISTING CURB AT PARKING AREA	\$204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204.00	\$0.00
2.02	CLEAR & GRUB	\$10,800.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00	\$0.00	\$0.00
3.01	CONSTRUCION ENTRANCE	\$1,862.00	\$1,862.00	\$0.00	\$0.00	\$1,862.00	\$0.00	\$0.00
3.02	24" FILTRES SOCK	\$4,800.95	\$4,800.95	\$0.00	\$0.00	\$4,800.95	\$0.00	\$0.00
3.03	18" FILTRES SOCK	\$2,182.25	\$2,182.25	\$0.00	\$0.00	\$2,182.25	\$0.00	\$0.00
3.04	TEMP CONSTRUCTION FENCE	\$652.00	\$0.00	\$0.00	\$0.00	\$0.00	\$652.00	\$0.00
3.05	TEMP, SEED TOPSOIL STOCK & SED TRAPS	\$3,120.00	\$3,120.00	\$0.00	\$0.00	\$3,120.00	\$0.00	\$0.00
3.06	INLET FILTERS SILT SACKS	\$980.00	\$700.00	\$0.00	\$0.00	\$700.00	\$280.00	\$0.00
3.07	SED TRAP 1 CUT FILL	\$3,450.00	\$3,450.00	\$0.00	\$0.00	\$3,450.00	\$0.00	\$0.00
3.08	SED TRAP 1 GRADE	\$494.00	\$494.00	\$0.00	\$0.00	\$494.00	\$0.00	\$0.00
3.09	SED TRAP 1 OUTLET RAISE	\$350.00	\$350.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
3.10	SED TRAP 2 CUT FILL	\$1,454.40	\$1,454.40	\$0.00	\$0.00	\$1,454.40	\$0.00	\$0.00
3.11	SED TRAP 2 GRADE	\$285.00	\$285.00	\$0.00	\$0.00	\$285.00	\$0.00	\$0.00
3.12	SED TRAP 2 STONE SPILLWAY	\$346.00	\$0.00	\$346.00	\$0.00	\$346.00	\$0.00	\$0.00
3.13	SED TRAP 3 CUT FILL	\$723.20	\$723.20	\$0.00	\$0.00	\$723.20	\$0.00	\$0.00
3.14	SED TRAP 3 GRADE	\$104.00	\$104.00	\$0.00	\$0.00	\$104.00	\$0.00	\$0.00
3.15	SED TRAP 3 OUTLET RISER	\$350.00	\$350.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
3.16	6" DIA DOMED RISER	\$1,552.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,552.00	\$0.00

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5
APPLICATION DATE: 2/12/2013
PERIOD TO: 2/12/2013
ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	% (G-C)					
3.17	R3 ROCK FILTER IN SED TRAPS	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00
3.18	SED TRAP 1 CONVERSION	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$0.00
3.19	SED TRAP 3 CONVERSIONS	\$1,243.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,243.00	\$0.00
4.01	STRIP TOPSOIL AND STOCKPILE	\$30,800.00	\$25,200.00	\$4,200.00	\$0.00	\$0.00	\$29,400.00	\$1,400.00	\$0.00
4.02	REPLACE TOPSOIL	\$38,500.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$10,500.00	\$0.00
4.03	ROUGH GRADE CUT	\$22,206.80	\$16,800.00	\$0.00	\$0.00	\$0.00	\$16,800.00	\$5,406.80	\$0.00
4.04	ROUGH GRADE FILL	\$12,112.50	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$3,112.50	\$0.00
4.05	FINE GRADE	\$8,640.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$7,200.00	\$0.00
4.06	RAIN GARDEN 1 PLANTING SOIL MIXTURE	\$3,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,192.00	\$0.00
4.07	RAIN GARDEN 2 CUT FILL	\$3,696.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,696.60	\$0.00
4.08	RAIN GARDEN 2 GRADE	\$142.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$142.50	\$0.00
4.09	RAIN GARDEN 2 PLANTING SOIL MIXTURE	\$5,778.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,778.00	\$0.00
4.10	SWALE A	\$353.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$353.40	\$0.00
4.11	RAIN GARDEN ECB S75	\$1,297.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,297.50	\$0.00
4.12	SWALE ECB	\$11,257.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,257.50	\$0.00
5.01	RAIN GARDEN1 SPILLWAY	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$375.00	\$0.00
5.02	RAIN GARDEN 2 SPILLWAY	\$525.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00
5.03	4" HDPE ROOF DRAIN	\$990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$990.00	\$0.00
5.04	6" HDPE	\$4,048.00	\$4,048.00	\$0.00	\$0.00	\$0.00	\$4,048.00	\$0.00	\$0.00

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5
 APPLICATION DATE: 2/12/2013
 PERIOD TO: 2/12/2013
 ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	% (G-C)					
5.05	15" HDPE	\$5,053.00	\$5,053.00	\$0.00	\$0.00	\$0.00	\$5,053.00	\$0.00	\$0.00
5.06	18" HDPE	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$0.00	\$3,850.00	\$0.00	\$0.00
5.07	24" HDPE	\$15,480.00	\$15,480.00	\$0.00	\$0.00	\$0.00	\$15,480.00	\$0.00	\$0.00
5.08	END WALL 3 24" PIPE	\$1,220.00	\$1,220.00	\$0.00	\$0.00	\$0.00	\$1,220.00	\$0.00	\$0.00
5.09	RIP RAP APRON AT EW3	\$720.00	\$720.00	\$0.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00
5.10	DOUBLE INLET	\$4,062.00	\$4,062.00	\$0.00	\$0.00	\$0.00	\$4,062.00	\$0.00	\$0.00
5.11	TYPE M INLET	\$10,155.00	\$10,155.00	\$0.00	\$0.00	\$0.00	\$10,155.00	\$0.00	\$0.00
5.12	TYPE M INLET SUMPED W/ SNOUT	\$2,031.00	\$2,031.00	\$0.00	\$0.00	\$0.00	\$2,031.00	\$0.00	\$0.00
5.13	CONNECT TO EX INLET F15	\$606.00	\$606.00	\$0.00	\$0.00	\$0.00	\$606.00	\$0.00	\$0.00
5.14	CONNECT TO EX INLET F5	\$606.00	\$606.00	\$0.00	\$0.00	\$0.00	\$606.00	\$0.00	\$0.00
5.15	CONNECT TO EX INLET F12	\$606.00	\$606.00	\$0.00	\$0.00	\$0.00	\$606.00	\$0.00	\$0.00
5.16	UNDERGROUND STORM SYSTEM 36" HDPE	\$34,338.00	\$34,338.00	\$0.00	\$0.00	\$0.00	\$34,338.00	\$0.00	\$0.00
6.01	2 IN CONDUIT W PULL LINE	\$4,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,320.00	\$0.00
6.02	1" CONDUIT WITH PULL LINE	\$1,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.00	\$0.00
6.03	JB26	NO BID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NO BID	\$0.00
6.04	JB27	NO BID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NO BID	\$0.00
7.01	10FT MACADAMWALK SUBGRADE	\$1,499.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.85	\$0.00
7.02	10FT MACADAMWALK 3" STONE SUBBASE	\$18,407.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,407.25	\$0.00
7.03	10FT MACADAMWALK 3" BINDER	\$41,723.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,723.10	\$0.00

CONTINUATION SHEET

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APPLICATION NUMBER: 5
 APPLICATION DATE: 2/12/2013
 PERIOD TO: 2/12/2013
 ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	% (G-C)					
7.04	10FT MACADAMWALK TACK COAT	\$1,636.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,636.20	\$0.00
7.05	10FT MACADAMWALK 1.5" WEARING	\$23,179.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,179.50	\$0.00
7.06	DEPRESSED CURB	\$1,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,530.00	\$0.00
7.07	PARKING AREA STRIPING	\$478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$478.00	\$0.00
7.08	PARKING AREA SIGNS	\$525.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00
8.01	3/4 INCH WATER LINE TO PAVILION	\$2,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,720.00	\$0.00
8.02	16"X 3/4" WET TAP	\$987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$987.00	\$0.00
8.03	ROAD EXCAVATION, BACKFILL & RESTORAT	\$1,749.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,749.00	\$0.00
8.04	MP&T	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,640.00	\$0.00
8.05	3/4" WATER LINE TO FUTURE RESTROOM AF	\$7,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,350.00	\$0.00
8.06	16"X 3/4" WET TAP	\$987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$987.00	\$0.00
8.07	ROAD EXCAVATION, BACKFILL & RESTORAT	\$1,749.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,749.00	\$0.00
8.08	MP&T	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,640.00	\$0.00
9.01	6 IN DIP TO FUTURE RESTROOM	\$14,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,350.00	\$0.00
9.02	CONNECTION TO EXISTING MANHOLE	\$1,782.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,782.00	\$0.00
9.03	ROAD EXCAVATION, BACKFILL & RESTORAT	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
9.04	MP&T	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,640.00	\$0.00
10.01	PERMANENT SEEDING & STRAW / HAY MU	\$34,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,280.00	\$0.00
10.02	RAIN GARDEN SEEDING	\$621.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$621.68	\$0.00

CONTINUATION SHEET

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 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 5
 APPLICATION DATE: 2/12/2013
 PERIOD TO: 2/12/2013
 ARCHITECT'S PROJECT NO.: NONE

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D-E-F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	% (G-C)					
10.03	SWALE A SEEDING	\$44.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.64	\$0.00
A1.01	PARKING AREA EXCAVATE TO SUBGRADE	\$1,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,650.00	\$0.00
A1.02	PARK AREA 8 IN STONE SUBBASE	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,500.00	\$0.00
A1.03	PARKING AREA 3" BINDER	\$44,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,700.00	\$0.00
A1.04	PARKING AREA TACK COAT	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$0.00
A1.05	PARKING AREA 1.5" WEARING	\$25,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,500.00	\$0.00
		\$546,463.82	\$167,240.80	\$32,546.00	\$0.00	\$0.00	\$199,786.80	\$346,677.02	\$0.00

PROPOSAL
WOLVERINE CONSTRUCTORS INC.
 145 PACIFIC DRIVE
 QUAKERTOWN, PA. 18951
 215-536-7370 FAX 215-538-5476

DAVID CUTLER GROUP
 10/19/2012
 PROPOSAL SUBMITTED TO
 191 COMMERCE DRIVE
 FRIENDSHIP PARK
 JOB NAME
 MONTGOMERYVILLE PA 18936 ENCLAVE BLVD, MONT. TWP.
 CITY, STATE and ZIP
 JOB LOCATION

ESTIMATE NUMBER DATE
 10/19/2012

CONTACT PHONE FAX DATE OF PLANS

WOLVERINE CONSTRUCTORS INC. We hereby submit specifications and estimates

COST CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1 MOBILIZATION					
1.01	MOBILIZATION	LS	1	\$1,500.00	\$1,500.00
SUBTOTAL=					\$1,500.00
2 DEMOLITION					
2.01	REMOVE EXISTING CURB AT PARKING AREA	LF	51	\$4.00	\$204.00
2.02	CLEAR & GRUB	LS	1	\$10,800.00	\$10,800.00
SUBTOTAL=					\$11,004.00
3 EROSION & SEDIMENT CONTROL					
3.01	CONSTRUCTION ENTRANCE	EA	1	\$1,862.00	\$1,862.00
3.02	24" FILTREX SOCK	LF	473	\$10.15	\$4,800.95
3.03	18" FILTREX SOCK	LF	301	\$7.25	\$2,182.25
3.04	TEMP CONSTRUCTION FENCE	LF	326	\$2.00	\$652.00
3.05	TEMP. SEED TOPSOIL STOCK & SED TRAPS	SF	52000	\$0.06	\$3,120.00
3.06	INLET FILTERS SILT SACKS	EA	7	\$140.00	\$980.00
3.07	SED TRAP 1 CUT FILL	CY	1000	\$3.45	\$3,450.00
3.08	SED TRAP 1 GRADE	SY	2470	\$0.20	\$494.00
3.09	SED TRAP 1 OUTLET RAISE	LS	1	\$350.00	\$350.00
3.10	SED TRAP 2 CUT FILL	CY	606	\$2.40	\$1,454.40
3.11	SED TRAP 2 GRADE	SY	1425	\$0.20	\$285.00
3.12	SED TRAP 2 STONE SPILLWAY	LKS	1	\$346.00	\$346.00
3.13	SED TRAP 3 CUT FILL	CY	226	\$3.20	\$723.20
3.14	SED TRAP 3 GRADE	SY	520	\$0.20	\$104.00
3.15	SED TRAP 3 OUTLET RISER	LS	1	\$350.00	\$350.00
3.16	6" DIA DOMED RISER	EA	2	\$776.00	\$1,552.00
3.17	R3 ROCK FILTER IN SED TRAPS	EA	2	\$300.00	\$600.00
3.18	SED TRAP 1 CONVERSION	CY	1000	\$3.50	\$3,500.00
3.19	SED TRAP 3 CONVERSIONS	CY	226	\$5.50	\$1,243.00
SUBTOTAL=					\$28,048.80
0003 EROSION & SEDIMENT SUBTOTAL:					\$28,048.80

PREVIOUS BILLED DATE:	12/17/2012	APPLICATION DATE:	2/12/2013	BALANCE TO FINISH DATE:	2/12/2013
PREV QTY	PREV TOT	BILL QTY	TOTAL	BILL QTY	TOTAL
0.5	\$750.00			1	\$750.00
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	
\$750.00		\$750.00		\$750.00	
1	\$10,800.00			51	\$204.00
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	
\$10,800.00		\$10,800.00		\$204.00	
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	
\$10,800.00		\$10,800.00		\$204.00	
1	\$1,862.00				
473	\$4,800.95				
301	\$2,182.25			326	\$652.00
52000	\$3,120.00			2	\$280.00
5	\$700.00				
1000	\$3,450.00				
2470	\$494.00				
1	\$350.00				
606	\$1,454.40				
1425	\$285.00				
		1	\$346.00		
226	\$723.20				
520	\$104.00				
1	\$350.00				
2	\$600.00			2	\$1,552.00
1000	\$3,500.00			1000	\$3,500.00
226	\$1,243.00			226	\$1,243.00
SUBTOTAL=		SUBTOTAL=		SUBTOTAL=	
\$20,475.80		\$346.00		\$7,227.00	

WOLVERINE CONSTRUCTORS INC.		We hereby submit specifications and estimates				PREVIOUS BILLED		APPLICATION		BALANCE TO FINISH	
		DATE:		DATE:		DATE:		DATE:		DATE:	
		12/17/2012		2/12/2013		2/12/2013		2/12/2013		2/12/2013	
COST CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	PREV QTY	PREV TOT	BILL QTY	TOTAL	BILL QTY	TOTAL
4 EARTHWORK											
4.01	STRIP TOPSOIL AND STOCKPILE	CY	11000	\$2.80	\$30,800.00	9000	\$25,200.00	1500	\$4,200.00	500	\$1,400.00
4.02	REPLACE TOPSOIL	CY	11000	\$3.50	\$38,500.00	6000	\$16,800.00	8000	\$28,000.00	3000	\$10,500.00
4.03	ROUGH GRADE CUT	CY	7931	\$2.80	\$22,206.80	6000	\$9,000.00			1931	\$5,406.80
4.04	ROUGH GRADE FILL	CY	8075	\$1.50	\$12,112.50	6000	\$9,000.00			2075	\$3,112.50
4.05	FINE GRADE	SY	48000	\$0.18	\$8,640.00	8000	\$1,440.00			40000	\$7,200.00
4.06	RAIN GARDEN 1 PLANTING SOIL MIXTURE	CY	114	\$28.00	\$3,192.00					114	\$3,192.00
4.07	RAIN GARDEN 2 CUT FILL	CY	151.5	\$24.40	\$3,696.60					152	\$3,696.60
4.08	RAIN GARDEN 2 GRADE	SF	1425	\$0.10	\$142.50					1425	\$142.50
4.09	RAIN GARDEN 2 PLANTING SOIL MIXTURE	CY	270	\$21.40	\$5,778.00					270	\$5,778.00
4.10	SWALE A	SY	62	\$5.70	\$353.40					62	\$353.40
4.11	RAIN GARDEN ECB S75	SY	865	\$1.50	\$1,297.50					865	\$1,297.50
4.12	SWALE ECB	SY	1975	\$5.70	\$11,257.50					1975	\$11,257.50
					SUBTOTAL=	\$52,440.00	SUBTOTAL=	\$32,200.00	SUBTOTAL=	\$53,336.80	
5 STORM WATER MANAGEMENT											
5.01	RAIN GARDEN1 SPILLWAY	SF	625	\$0.60	\$375.00					625	\$375.00
5.02	RAIN GARDEN 2 SPILLWAY	SF	875	\$0.60	\$525.00					875	\$525.00
5.03	4" HDPE ROOF DRAIN	LF	110	\$9.00	\$990.00					110	\$990.00
5.04	6" HDPE	LF	176	\$23.00	\$4,048.00	176	\$4,048.00				
5.05	15" HDPE	LF	163	\$31.00	\$5,053.00	163	\$5,053.00				
5.06	18" HDPE	LF	110	\$35.00	\$3,850.00	110	\$3,850.00				
5.07	24" HDPE	LF	344	\$45.00	\$15,480.00	344	\$15,480.00				
5.08	END WALL 3 24" PIPE	LS	1	\$1,220.00	\$1,220.00	1	\$1,220.00				
5.09	RIP RAP APRON AT EW3	LS	1	\$720.00	\$720.00	1	\$720.00				
5.10	DOUBLE INLET	EA	2	\$2,031.00	\$4,062.00	2	\$4,062.00				
5.11	TYPE M INLET	EA	5	\$2,031.00	\$10,155.00	5	\$10,155.00				
5.12	TYPE M INLET SUMPED W/ SNOOT	EA	1	\$2,031.00	\$2,031.00	1	\$2,031.00				
5.13	CONNECT TO EX INLET F15	LS	1	\$606.00	\$606.00	1	\$606.00				
5.14	CONNECT TO EX INLET F5	LS	1	\$606.00	\$606.00	1	\$606.00				
5.15	CONNECT TO EX INLET F12	LS	1	\$606.00	\$606.00	1	\$606.00				
5.16	UNDERGROUND STORM SYSTEM 36" HDPE	LS	1	\$34,338.00	\$34,338.00	1	\$34,338.00				
					SUBTOTAL=	\$82,775.00	SUBTOTAL=	\$34,338.00	SUBTOTAL=	\$1,890.00	
6 ELECTRICAL											
6.01	2 IN CONDUIT W PULL LINE	LF	1350	\$3.20	\$4,320.00					1350	\$4,320.00
6.02	1" CONDUIT WITH PULL LINE	LF	400	\$3.20	\$1,280.00					400	\$1,280.00
6.03	JB26	EA	17	NO BID	NO BID					17	
6.04	JB27	EA	7	NO BID	NO BID					7	
					SUBTOTAL=	\$5,600.00	SUBTOTAL=	\$5,600.00	SUBTOTAL=	\$5,600.00	

WOLVERINE CONSTRUCTORS INC.		We hereby submit specifications and estimates	
COST CODE	DESCRIPTION	UNIT	QUANTITY
		PRICE	TOTAL

WE PROPOSE hereby to furnish material and labor in accordance with specifications above, for the sum of:

_____ dollars **\$546,463.82**

CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary Insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This Proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payment will be made within 30 days.

SIGNATURE : _____ Date: _____

PREVIOUS BILLED DATE: 12/17/2012	APPLICATION DATE: 2/12/2013	BALANCE TO FINISH DATE: 2/12/2013
PREV QTY	PREV TOT	BILL QTY TOTAL

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Out of State Training-Police Department

MEETING DATE: February 25, 2013 ITEM NUMBER: #17

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: Scott Bendig BOARD LIAISON: Joseph P. Walsh, Chairman
 Chief of Police

BACKGROUND:

In 2005, The Montgomery Township Police Department entered into a cooperative agreement with other Montgomery County Police Departments to participate in the Montgomery County Major Incident Response Team (MIRT). MIRT is a task force deployed for large incidents requiring crowd control and for perimeter security during dignitary visits to our area. Currently, the Police Department has two officers assigned to MIRT. MIRT members are scheduled to attend training on March 31st through April 5th, 2013 at the Center for Domestic Preparedness in Anniston, Alabama. This training is sponsored by the Federal Emergency Management Agency (FEMA). FEMA pays the full cost of the training, including travel expenses, meals and lodging. One of our officers assigned to the MIRT team has not completed this training.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None. The Federal Emergency Management Agency pays the full cost of the training, including travel expenses, meals and lodging.

RECOMMENDATION:

Recommend the Board approve the request for Officer Adam Deussing to attend MIRT training on March 31st through April 5th, 2013 at the Center for Domestic Preparedness in Anniston, Alabama.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request for Officer Adam Deussing to attend MIRT training on March 31st through April 5th, 2013 at the Center for Domestic Preparedness in Anniston, Alabama.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

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

SUBJECT: Consider Authorization to Advertise Proposed Ordinance #12-267 Alarm Systems –
Regulating False Alarms

MEETING DATE: February 25, 2013

ITEM NUMBER: *#18*

MEETING/AGENDA:

ACTION X

NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

BOARD LIAISON: Robert J. Birch, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

In May of 1980, the Board of Supervisors adopted Ordinance No. 71 creating the Montgomery Township Emergency Alarm Ordinance. This ordinance established, among other things, installation, operational and violations and penalties related to the installation of alarm systems in Montgomery Township.

Since the adoption of this ordinance, there have been significant technological advances in the design, installation and operation of alarms systems. In addition, the ordinance requires the Township to maintain a list of all properties protected by an alarm system. Unfortunately, the current ordinance does not take into consideration these advances in technology and the Township does not have the ability to maintain a database of properties with alarm system.

After reviewing various options and other municipal ordinances, township staff recommends that the Board authorize the advertisement of attached Proposed Ordinance # 12-267 to amend Chapter 56 of the Township Code governing Alarm Systems. The amended Chapter would adopt the provisions of Section 7511 of the Pennsylvania Crimes Code to govern false fire and burglary alarms within the Township provide for consistent interpretation of the definition of a false alarm and specific penalties for such events.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

None.

RECOMMENDATION:

After reviewing various options and other municipal ordinances, township staff recommends that the Board authorize the advertisement of attached Ordinance #12-267 to amend Chapter 56, Alarm Systems for consideration for adoption at the Board of Supervisors Meeting on March 11, 2013.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the advertisement of attached Ordinance #12-267 to amend Chapter 56, Alarm Systems for consideration for adoption at the Board of Supervisors Meeting on March 11, 2013.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

DRAFT

MONTGOMERY TOWNSHIP

Montgomery County, Pennsylvania

ORDINANCE #12-267

AN ORDINANCE (1) ADOPTING SECTION 7511 [CONTROL OF ALARM DEVICES AND AUTOMATIC DIALING DEVICES] OF THE PENNSYLVANIA CRIMES CODE, AS AMENDED, TO REGULATE FALSE ALARMS WITHIN THE TOWNSHIP; AND (2) AMENDING CHAPTER 56 [ALARM SYSTEMS] OF THE MONTGOMERY TOWNSHIP CODE, MAKING PROVISION FOR SHORT TITLE AND ADOPTION OF SECTION 7511 [CONTROL OF ALARM DEVICES AND AUTOMATIC DIALING DEVICES] OF THE PENNSYLVANIA CRIMES CODE, AS AMENDED, TO REGULATE FALSE ALARMS WITHIN THE TOWNSHIP

ENACTED: _____

DRAFT

MONTGOMERY TOWNSHIP

Montgomery County, Pennsylvania

ORDINANCE #12-267

AN ORDINANCE (1) ADOPTING SECTION 7511 [CONTROL OF ALARM DEVICES AND AUTOMATIC DIALING DEVICES] OF THE PENNSYLVANIA CRIMES CODE, AS AMENDED, TO REGULATE FALSE ALARMS WITHIN THE TOWNSHIP; AND (2) AMENDING CHAPTER 56 [ALARM SYSTEMS] OF THE MONTGOMERY TOWNSHIP CODE, MAKING PROVISION FOR SHORT TITLE AND ADOPTION OF SECTION 7511 [CONTROL OF ALARM DEVICES AND AUTOMATIC DIALING DEVICES] OF THE PENNSYLVANIA CRIMES CODE, AS AMENDED, TO REGULATE FALSE ALARMS WITHIN THE TOWNSHIP

NOW, THEREFORE, it is hereby **ENACTED** and **ORDAINED** by the Montgomery Township Board of Supervisors that the Code of the Township of Montgomery shall be amended as follows:

Section 1. Adoption of Section 7511 [Control of Alarm Devices And Automatic Dialing Devices] of the Pennsylvania Crimes Code, as amended.

Section 7511 [Control Of Alarm Devices and Automatic Dialing Devices] of the Pennsylvania Crimes Code, as amended, is hereby adopted to govern false alarms within the Township.

Section 2. Amendment to Chapter 56 [Alarm Systems]

Chapter 56 [Alarm Systems] of the Montgomery Township Code shall be amended to read as follows:

**Chapter 56
ALARM SYSTEMS**

§56-1. Short Title.

This Chapter shall be known and may be cited as the "Montgomery Township Alarm Systems Ordinance."

§56-2. Adoption of the Pennsylvania Crimes Code.

The Township has adopted Section 7511 [Control of Alarm Devices and Automatic Dialing Devices] of the Pennsylvania Crimes Code, as amended, to govern false alarms within the Township.

Section 3. Severability.

The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision herein shall be held illegal, invalid or unconstitutional by any Court of competent jurisdiction, such decision of the Court shall not effect or impair the remaining sections, sentences, clauses, parts or provisions of the Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted as if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 4. Repealer.

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

Section 5. Effective Date.

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

[Signatures on Next Page]

DRAFT

ORDAINED AND ENACTED this _____ day of March 2013, by the
Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS**

JOSEPH P. WALSH, *Chairperson*

[Seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/ Secretary

§ 7511. **Control of alarm devices and automatic dialing devices.**

(a) **Automatic dialing devices.**--A person may not attach or use an automatic dialing device without doing all of the following:

- (1) Providing the disclosure under subsection (b).
- (2) Obtaining prior written approval from a public safety agency to use the automatic dialing device to alert the public safety agency of an alarm condition. The public safety agency shall not be responsible for any costs for the installation and maintenance of any dedicated telephone line or equipment associated with the alarm termination.

(b) **Disclosure.**--A person seeking approval under subsection (a) shall disclose the telephone number of a person to be contacted if the automatic dialing device is activated and all relevant facts concerning the design and layout of the premises to be protected by the automatic dialing device. The person shall inform the public safety agency of any change in the information required by this subsection as soon as practicable.

(c) **False alarms prohibited.**--

(1) A person that owns, uses or possesses an alarm device or automatic dialing device may not, after causing or permitting three false alarms to occur in a consecutive 12-month period, cause or permit a subsequent false alarm to occur in the same consecutive 12-month period. A person that violates this paragraph commits a summary offense and shall, upon conviction, be sentenced to pay a fine of not more than \$300.

(2) Venue for prosecution of an offense under this subsection shall lie at any of the following places:

- (i) Where the alarm originated.
- (ii) Where the alarm was received by the:
 - (A) public service agency; or
 - (B) third person designated to notify the public service agency.

(3) Notwithstanding 42 Pa.C.S. § 3733 (relating to deposits into account) or any other law, the disposition of fines shall be as follows:

- (i) The fine shall be paid to the municipality if all of the following apply:
 - (A) The public safety agency which responded to the false alarm serves the municipality.
 - (B) The prosecution is initiated by the public safety agency under clause (A) or by the municipality.
- (ii) The full amount of the fine shall be paid to the Commonwealth if all of the following apply:
 - (A) The Pennsylvania State Police is the public safety agency which responded to the false alarm.
 - (B) The prosecution is initiated by the Pennsylvania State Police.
 - (C) There is no prosecution under subparagraph (i).

(d) **Suspension or revocation of approval.**--The public safety agency may refuse, revoke or suspend the approval granted under subsection (a) if the public safety agency determines any of the following:

- (1) The request for approval contains a statement of

material fact which is false.

(2) The person failed to comply with this section.

(3) The person violated subsection (c).

(e) Local regulation of installers.--

(1) **General rule.**--Except as set forth in paragraph (2), nothing in this section shall prohibit a municipality from requiring any individual who installs or inspects alarm devices in such municipality to acquire a license, meet educational requirements or pass an examination relating to competence to perform such installations. Nothing in this section shall preclude municipalities from doing any of the following:

(i) Denying or revoking local permits for failure to comply with local ordinances.

(ii) Levying lawful taxes and fees.

(iii) Requiring the purchase of a business privilege license.

(2) **Limitation.**--A municipality may not require a licensed electrical contractor to acquire a separate or additional license or certification to install or inspect alarm devices if the electrical contractor is licensed by the municipality and has passed an examination in the National Electrical Code, a similar code or local electrical code and has at least two years' experience as an electrical contractor.

(f) **Definitions.**--As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

"Alarm." A communication to a public safety agency indicating that a crime, fire or other emergency warranting immediate action by that public safety agency has occurred or is occurring.

"Alarm device." A device designed to automatically transmit an alarm:

(1) directly to a public safety agency; or

(2) to a person that is instructed to notify the public safety agency of the alarm.

"Automatic dialing device." A device which is interconnected to a telephone line and preprogrammed to transmit the coded signal of an alarm to a dedicated telephone trunk line or to dial a predetermined telephone number to an alarm to a public safety agency.

"Dedicated telephone trunk line." A telephone line or lines which serve a public safety agency which is dedicated to receiving transmissions from an automatic dialing device.

"False alarm." The activation of an alarm device to which a public safety agency responds when a crime, fire or other emergency has not occurred.

"Person." An individual, corporation, partnership, incorporated association or other similar entity.

"Public safety agency." The Pennsylvania State Police or any municipal police or fire department.

(June 18, 1998, P.L.503, No.70, eff. 60 days; Dec. 21, 1998, P.L.1103, No.149, eff. 60 days)

1998 Amendments. Act 70 added section 7511 and Act 149 amended subsec. (e).

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Acceptance of 2013 PA Fire Commissioner's Grant Awards

MEETING DATE: February 25, 2013

ITEM NUMBER: #19

MEETING/AGENDA:

ACTION X

NONE

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

INITIATED BY: Richard M. Lesniak
Director of Fire Services

BOARD LIAISON: Robert J. Birch, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

On October 9, 2012, the Board of Supervisors granted approval for the Department of Fire Services (DFS) and Fire Department of Montgomery Township (FDMT) to submit applications through the Pennsylvania State Fire Commissioner's Office annual Volunteer Firefighter/ Volunteer Ambulance Service Grant program for funding not to exceed \$15,000.00.

The DFS proposed to use the funding to purchase additional personal protective equipment for the part-time firefighting staff and supplies for an accountability system while the FDMT proposal was to purchase two (2) new thermal imaging cameras. After reviewing available funding, price quotes, eligible projects and future budget expenditures the grant application submitted was modified slightly to meet FDMT and DFS needs.

DFS still proposes to use these funds to purchase additional personal protective equipment for the part-time firefighting staff. Instead of the accountability system, the DFS requests permission to purchase two pieces of physical fitness equipment to replace existing equipment that is beyond its life expectancy.

The FDMT intends to use these funds to purchase one (1) new thermal imaging camera, instead of the two that were initially proposed, and various incident management supplies, including the accountability system that was initially proposed by the DFS.

On January 14th, both organizations received notification that they were awarded grants in the amount of \$13,115.60 and \$13,114.91, respectively.

The DFS and FDMT are requesting approval to accept grant funding awarded through the Pennsylvania State Fire Commissioner's Office annual Volunteer Firefighter / Volunteer Ambulance Service Grant program.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

Approval granted on October 9, 2012 to make application to said grant program.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

There is no local matching requirement for this grant; therefore, there is no impact on the budget. Upon execution of the grant agreement, funding will be electronically transferred into our accounts.

Since the purchase of these items is an unbudgeted expense above \$1,000.00, Board of Supervisor approval for the purchases will be obtained prior to ordering.

RECOMMENDATION:

It is recommended that the Board of Supervisors grant approval for the DFS and FDMT to accept the PA Fire Commissioners Volunteer Firefighter/Ambulance Service Grant in the amount of \$13,115.60 and \$13,114.91, respectively.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby grant approval to the DFS and FDMT to accept the PA Fire Commissioners Volunteer Firefighter / Ambulance Service Grant.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	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

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

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY
VOLUNTEER FIRE COMPANY AND VOLUNTEER AMBULANCE SERVICE
GRANT AGREEMENT**

GRANTEE INFORMATION		GRANT NUMBER 2012-139292-Fire	
Montgomery Township Department of Fire Services 1001 Stump Rd Montgomeryville, PA 18936		Site location address (if different than mailing address):	
Has this company ever merged or consolidated with another company? No			
Merger/consolidated companies:		Previous Name	Effective Date
FEIN: 236005687 SAP Number: 139292-004	Local Government Unit: Montgomery		County: MONTGOMERY
Name and Title of Grant Preparer: Richard Lesniak, Director of Fire Services		Preparer's Phone Number: Day: (215) 393-6935 Evening: (215) 884-8539	

This document shall constitute the Volunteer Fire Company and Volunteer Ambulance Service Grant Agreement between the Pennsylvania Emergency Management Agency, hereinafter referred to as PEMA, and the above-named Grantee. This document, and all of the terms and conditions contained herein, shall apply to the grant of all state funds provided to the applicant under the provisions of Act 17 of 2003, as amended, known as the Volunteer Fire Company and Volunteer Ambulance Service Grant Act. PEMA agrees to award the amount of \$13,115.60 to the Grantee for the project(s) listed in Appendix A and Grantee certifies as follows.

The Grantee Certifies That:

1. The Grantee's agent has the legal authority to execute this Grant Agreement on behalf of the Grantee.
2. The Grantee's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of grant monies provided under the provisions of Act 17 of 2003, as amended.
3. The Grantee is either a "Volunteer Fire Company" or a "Volunteer Ambulance Service" as defined by Section 102 of Act 17 of 2003, as amended. If requested by PEMA, the Grantee agrees to submit a copy of its Articles of Incorporation, By-laws, Merger or Consolidation Agreement, or some other legal document to PEMA in order to verify that it is either a "Volunteer Fire Company" or a "Volunteer Ambulance Service."
4. The Grantee certifies that if it is a volunteer fire company, it has responded to one or more fire emergencies during the previous calendar year.
5. The Grantee agrees that if it is a volunteer fire company, it will actively participate in the Pennsylvania Fire Information Reporting System by the time that a final grant report is due.
6. The Grantee agrees that any grant monies provided by PEMA under the terms and conditions of this Agreement shall be used by the Grantee to improve and enhance the capabilities of the Grantee to provide either firefighting, ambulance and/or rescue services to the citizens of Pennsylvania.
7. The Grantee certifies that the grant funds will be expended according to the Project Budget which is attached as Appendix A and incorporated herein.
8. The Grantee agrees to comply with PEMA's Statement of Policy which is incorporated herein by reference as Appendix B for the administration of this grant program.
9. The Grantee shall submit a final performance report to PEMA by September 1, 2013. Copies of financial documentation verifying expenditures listed in Appendix A shall be provided with the final performance report.
10. The Grantee agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the Grantee. If the Grantee fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the Grantee by any Commonwealth agency or department, including PEMA.
11. PEMA, or its duly authorized representative, shall have access to the records of the Grantee for the purpose of auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance. The Grantee shall maintain a separate and segregated project account for all funds received under this grant.
12. The Grantee agrees to retain all cost supporting records and documentation for a period of three years from the date that it receives its final grant payment from PEMA.
13. The Grantee agrees to comply with the Standard Contract Terms and Conditions for Services which are incorporated herein by reference as Appendix C.

¹ The Grantee's agent must be an elected officer of the organization authorized to execute this agreement on behalf of the organization, such as President, Secretary, Treasurer, Chief, Chairman of the Board, or Executive Director.

APPENDIX A

B. Purchase of other firefighting, ambulance, or rescue equipment.

Grant Funds Expended: \$8,754.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
3	Structural Firefighting Gloves	68.00	204.00
3	Structural Firefighting Coats	1,550.00	4,650.00
3	Structural Firefighting Pants	1,050.00	3,150.00
3	Structural Firefighting Boots	250.00	750.00
		Project Cost:	\$8,754.00

APPENDIX A (Continued)

A. Construction and/or renovation of the fire company facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the department to provide fire, ambulance, or rescue services.

Grant Funds Expended: \$6,245.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
1	Jacobs Ladder	4,045.00	4,045.00
1	Precor Total Body Elliptical	2,200.00	2,200.00
		Project Cost:	\$6,245.00
		Total Cost:	\$14,999.00

Appendix B

PROGRAM GUIDENCE FIRE COMPANY AND VOLUNTEER AMBULANCE SERVICE GRANT PROGRAM STATE FISCAL YEAR 2012-2013

Section 1. Introduction.

(a) The Fire Company and Volunteer Ambulance Service Grant Program (Program) provides grants to improve and enhance the capabilities of fire companies and volunteer ambulance services throughout the Commonwealth of Pennsylvania (Commonwealth) to provide firefighting, ambulance and rescue services. Program funds may be used for projects that are eligible in accordance with Chapter 78 (relating to Grants to Fire Companies and Volunteer Services) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 *et seq.*, as amended by Act 78 of 2012. Eligible projects are defined at 35 Pa.C.S. § 7813 (relating to Award of Grants).

(b) Assistance from the Program is in the form of grants from the Commonwealth to eligible fire companies and volunteer ambulance services for projects which, in the judgment of the Pennsylvania Emergency Management Agency in consultation with the State Fire Commissioner, meet the criteria of Chapter 78 of Title 35, as amended, are in accordance with this Program Guidance, the Program guidelines in this chapter, and meet all Fire Company and Volunteer Ambulance Service Grant Application criteria as stated in the application.

(c) Grants will be not less than \$2,500 and not more than \$15,000 per applicant fire company nor more than \$10,000 per applicant volunteer ambulance service.

(d) Applicants should be aware that the Program expects to receive a large number of applications for the limited funds appropriated from the State Gaming Fund. As such, it is possible that not every application can be fully funded, in which case grants will be awarded on a prorated basis to projects that are determined to be eligible.

(e) The Program expenditures will be charged to funds appropriated to the Fire Company and Volunteer Ambulance Service Grant Program by section 1720-C(c) of The Fiscal Code.

Section 2. Definitions.

The following words and terms, when used in this chapter, have the following meanings unless the context clearly indicates otherwise:

Advanced Life Support--The advanced prehospital and interhospital emergency medical care of serious illness or injury by appropriately trained health professionals and by certified EMT-paramedics.

Agency--The Pennsylvania Emergency Management Agency in consultation with the Commissioner.

Application--The Fire Company and Volunteer Ambulance Service Grant Program Application.

Basic Life Support Services--Prehospital or interhospital emergency medical care and management of illness or injury performed by specially trained and certified or licensed personnel.

Certification--Any class of instruction or test that will provide certification at any level that is currently offered in the Commonwealth through the Voluntary Fire Fighter Certification program administered by the Pennsylvania State Fire Academy.

Certified Personnel--Any member of the fire or rescue company who is certified at a minimum level of Fire Fighter 1 on or before July 1, 2012 by the National Professional Qualifications Board or by the International Fire Service Accreditation Congress and verified by the Pennsylvania State Fire Academy.

Chapter 78-- Chapter 78 (relating to Grants to Fire Companies and Volunteer Services) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 *et seq.*, as amended by Act 78 of 2012.

Commissioner--The State Fire Commissioner.

Equipment--Any apparatus, equipment or tools ordinarily used by a fire, rescue or ambulance service in the performance of their duties.

Facility--A structure or portion thereof intended for the purpose of storage or protection of firefighting apparatus, ambulances and rescue vehicles and related equipment and gear. The term does not include meeting halls, social halls, social rooms, lounges or any other facility not directly related to firefighting or the furnishing of ambulance or rescue services. 2 of 6 July 25, 2012

Final Report--The report to be filed as provided in Section 6 of these Guidelines by the fire company or volunteer ambulance services detailing the expenditure of the funds granted.

Fire Company--A volunteer fire company or a municipal fire company located in this Commonwealth.

Invalid Coach--A vehicle which is primarily maintained, operated and intended to be used for routine transport of persons who are convalescent or otherwise nonambulatory and do not ordinarily require emergency medical treatment while in transit. Such vehicles shall not be considered ambulance or emergency medical service vehicles.

OSFC--Office of the State Fire Commissioner.

Program--The Fire Company and Volunteer Ambulance Service Grant Program.

Regional or Joint Project--A cooperative agreement wherein any combination of three (3) or more separately chartered fire or rescue companies agree to use all or any portion of their respective grant request to jointly complete any project that qualifies under the Act. To be eligible for a joint project, each company's share shall not be less than \$5,000 per organization.

Volunteer Ambulance Service--Any nonprofit chartered corporation, association or organization located in the Commonwealth, which is licensed by the Pennsylvania Department of Health and is not associated or affiliated with any hospital and which is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced life support squads as defined in 28 Pa. Code § 1001.2 (relating to definitions). The term shall not include any corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for the routine transport of persons who are convalescent or otherwise nonambulatory and do not ordinarily require emergency medical treatment while in transit.

Volunteer Fire Company--A nonprofit chartered corporation, association or organization located in the Commonwealth which provides fire protection services and which may offer other voluntary emergency services within the Commonwealth. Voluntary emergency services provided by a volunteer fire company may include voluntary ambulance and voluntary rescue services.

Volunteer Rescue Company--A nonprofit chartered corporation, association or organization located in the Commonwealth that provides rescue services as part of the response to fires and/or vehicle accidents within the Commonwealth.

Section 3. Eligibility.

(a) Fire Company Grant

(1) Eligible applicants. A fire company as defined in Section 2. To receive grant funds a fire company shall have actively responded to one or more fire or rescue emergencies during the previous calendar year and is officially recognized by the appropriate municipality. The fire company shall also agree to participate in (by FY 2013) and report (by FY 2014) information (incidents) using the Pennsylvania Fire Information Reporting System (PennFIRS).

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78 and the Program. Eligible projects must improve and enhance the capabilities of the fire company to provide firefighting, ambulance or rescue services. Eligible projects are:

- (i) Construction and/or renovation of the fire company's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide fire, ambulance and rescue services. This includes repair, renovation or construction of sleeping quarters (bunk rooms).
- (ii) Purchase of firefighting, ambulance or rescue equipment or repair thereof;
- (iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii); or
- (iv) Training and certification of members.

Eligible projects initiated on or after July 1st of the current grant application year and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more fire companies have merged/consolidated their use of equipment, firefighters and services within five years preceding the date of the current year application submission deadline, the consolidated entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not consolidated. Proof of merger/consolidation must be provided to the OSFC prior to the approval of grant applications.

(4) To be eligible, a project must cost must be no less than \$2500.

(b) Volunteer Ambulance Service Grant

(1) Eligible applicants. A volunteer ambulance service as defined in Section 2.

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78. Eligible projects must improve

and enhance the capability of the ambulance service to provide ambulance, emergency medical, basic life support or advanced life support services. Eligible projects are:

- (i) Construction and/or renovation of the volunteer ambulance service's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide ambulance, emergency medical, basic life support and advanced life support services. This includes repair, renovation or construction of sleeping quarters (bunk rooms).
- (ii) Purchase of ambulance or rescue equipment or repair thereof;
- (iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii); or
- (iv) Training and certification of members.

Eligible projects initiated after July 1st 2012, and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more ambulance services have consolidated their use of equipment, emergency medical technicians, paramedics and services within five years preceding the date of the current year application submission deadline, the consolidated entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual services (companies) would have been eligible had they not consolidated. Proof of consolidation must be provided to the OSFC prior to the approval of grant applications.

(4) To be eligible, a project must cost must be no less than \$2500.

Section 4. Program Requirements and Instructions.

(a) The following requirements apply to the program:

(1) Project applications for the grants shall be submitted using either the online web based application process or the paper forms provided by the Office of the State Fire Commissioner (OSFC).

(2) The OSFC reserves the right to:

- (i) Request additional information regarding eligibility;
- (ii) Request additional information regarding proposed use of funds;
- (iii) Require explanation or revision of the applicant's project budget; and
- (iv) Require clarification of the applicant's project narrative.

(3) Incomplete applications will be rejected. An applicant shall carefully follow the instructions for completing either the online or the paper form of the application. Specific information is required as indicated on both the online application and the paper form. Applications not containing required information will be considered incomplete.

(4) The Project Narrative shall provide a detailed and comprehensive description of the project and must include:

- (i) Description of the project(s);
- (ii) Benefits to be realized from the project; and
- (iii) Grant funds to be expended on the project.

Section 5. Application Submission and Approval Procedure.

(a) The OSFC will mail and post information on the OSFC's website (www.osfc.state.pa.us) detailing the grant application process to fire companies and volunteer ambulance services throughout the Commonwealth. A paper application form is available upon written request, if your organization does not have internet access. Applications shall be requested in writing to the Office of the State Fire Commissioner, 2605 Interstate Drive, Harrisburg, PA 17110-9364.

(1) The OSFC will provide an online Web based process to gather applicant information and verify project eligibility. The OSFC will provide written information to every fire company and ambulance service regarding the grant program guidelines and the availability of the online applicant information/project eligibility verification process.

(2) Paper submissions will only be accepted if the organization does not have internet access. At the time the availability of the online grant application process is announced, please contact the OSFC at 800-670-3473 about the application and/or project eligibility information. Information will also be available on the OSFC's website.

(b) A fire company or a volunteer ambulance service seeking a grant under this program shall submit a completed online or paper form of the grant application to the OSFC. The application period will remain open for 45 days each year.

(c) Completed applications shall be submitted to the OSFC no later than 4:00 PM Eastern Daylight Saving Time October 19, 2012.

(d) Following receipt of the application, OSFC and PEMA may request additional information. This information may be provided through the online Web-based process, or in writing.

(e) The OSFC shall act to approve or disapprove applications within 60 days of the application submission deadline each year.

Applications received by OSFC which have not been approved or disapproved by the December 18, 2012 shall be deemed approved, subject to the provisions of Chapter 78.

(f) Grant award determinations

(1) Fire Company Grants

(i) A fire company as defined in Section 2 that actively responded to one or more fire or rescue emergencies during the previous calendar year; is officially recognized by the appropriate municipality; agrees to actively participate in the Pennsylvania Fire Information Reporting System; submits a complete application, and; proposes a qualifying project will be eligible for a base award.

(ii) If the base award is only a portion of the applicant's grant request, additional grant funds will be awarded to eligible applicants by applying an award factor to that portion of the applicant's grant request which exceeds the base award. The award factor is determined by dividing the applicant's bonus points by fifteen (15), the highest possible number of points. Award factor points:

Five (5) points will be awarded to an eligible fire or rescue service which uses the grant funding to perform a regional/joint project as found in the definitions.

One (1) point will be awarded for each member of the fire company who meets the definition of certified personnel, up to a maximum of 10 points.

(iii) If necessary, the resultant additional award will be prorated by a factor determined by dividing the total program funds remaining after the base awards have been determined by the total amount of funds requested in excess of the base awards so that all grant awards do not exceed the total grant funds available.

(iv) If funding is not fully distributed after this award factor calculation, the Agency reserves the right to adjust the award factor formula so that all grant funds available are distributed, subject to the provisions of Chapter 78.

(v) Fire company grants to individual fire companies shall not exceed \$15,000.00, and shall be no less than \$2,500.

(2) Volunteer Ambulance Service Grant

An eligible volunteer ambulance service will be eligible for a grant ranging in amount from \$2500 to \$10,000. Awards shall be prorated by a factor determined by dividing the total funds available by the total amount of funds requested so that all grant awards do not exceed the total grant funds available.

Section 6. Grant Award and Reporting Procedures.

(a) Grant award notifications will be made as follows:

- (1) Applicants that apply for the grant using the online application process will be notified by e-mail.
- (2) Applicants that apply for the grant using the paper form will be notified by letter.

(b) At the time grant recipients are notified of their award, and in the same manner, they will be presented with a grant agreement. This grant agreement will contain the details of the grant, including name of recipient, amount of award, project description and terms of the agreement. In the case of fire company grant recipients, they must agree to participate in PennFIRS. The grant agreement must be signed by appropriate representatives of the organization or municipality authorized to bind the recipient organization to the terms of the agreement, and returned to the OSFC for execution by the Commonwealth before grant funds can be released.

(c) The applicant will maintain complete and accurate records with respect to the project. The OSFC will have free access to these records, including invoices of material and services, and other relative data and records, as well as the right to inspect all project work. The applicant shall furnish upon request of OSFC all data, reports, contracts, documents and other information relevant to the project.

(d) The applicant shall, upon completion of the project, but no later than September 1, 2013, file a Final Report with OSFC in a manner and form prescribed by the OSFC. The Final Report will include either paid invoices from a vendor with a zero balance or an invoice and cancelled checks for the fundable projects completed and paid for during the grant cycle (July 1, 2012 – September 1, 2013). Expenditures for debt reduction must include evidence from the lender such as a copy of the cancelled check or letter from the lender showing that the funds were applied to such debt reduction consistent with the terms of the grant agreement. If the invoices or purchases are not identified in your grant application, an amendment to the grant application will be required. Any grant funds not expended by the applicant for the project shall be returned to OSFC prior to or with the filing of the Final Report. Payment should be in the form of a check made payable to the Commonwealth of Pennsylvania. Failure to file a Final Report will be grounds for the OSFC to seek the return of all grant funds awarded.

Section 7. Program Limitations.

- (a) This section identifies program limitations that may result from the misuse of the grant funds.
- (b) An applicant may not make or authorize changes to an approved project without first obtaining consent of the OSFC by submitting an on-line or written project amendment.
- (c) The applicant agrees that noncompliance with the conditions of the grant agreement shall be grounds for the recapture of funds provided to the applicant. If the applicant fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the applicant by any Commonwealth agency or department, including PEMA.
- (d) The Agency, or its duly authorized representative, shall have access to the records of the applicant for the purpose of auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance.
- (e) The applicant agrees to retain all cost supporting records and documentation for a period of three years from the date that it receives its final grant payment from the Agency.

Section 8. Special Provisions

- (a) An applicant for a grant under this act who is delinquent in loan payments to the Pennsylvania Volunteer Loan Assistance Program, established under the act of July 15, 1976 (P.L. 1036. No. 208), known as the Volunteer Fire Volunteer Ambulance Service and Rescue Squad Assistance Act, shall agree to use its grant funds to pay any arrears to the Commonwealth or it will not be qualified to receive a grant. Any organization agreeing to this arrangement who fails to make payment to the Commonwealth shall be disqualified from applying to the Program for a period of three years.
- (b) An applicant for a grant under the Program must demonstrate that it complied with all terms of applicable grant agreements regarding the use of the grant money received in previous years or the applicant shall not be eligible to receive a grant in the current year.
- (c) An applicant for a grant under this act who has failed to return a signed grant agreement for any previous grant year will not be permitted to apply for a grant in the current grant year (2012-13), unless the applicant provides the OSFC with a reasonable written explanation as to why it did not claim its grant.
- (d) Any equipment purchased through grant monies that has a service life can be transferred, but not sold to another fire company or volunteer ambulance organization via an appropriate agreement which states that the equipment is transferred from one organization to another and identifies the equipment being transferred. Copies of the agreement should be retained for audit purposes. Such a transfer meets the intent of the Program by allowing approved equipment to be used to improve and enhance the capabilities of other fire or volunteer ambulance services throughout the Commonwealth.
- (e) Should a Fire Company or Volunteer Ambulance Company no longer be officially recognized by the local government, they shall be ineligible to receive a grant under the Program.

Section 9. Contact Information.

All applicant inquiries should be directed to:
Office of the State Fire Commissioner
2605 Interstate Drive
Harrisburg, PA 17110-9364
Toll free - 800-670-3473
E-mail - ra-vfcvasgp@pa.gov

ATTACHMENT C

STANDARD CONTRACT TERMS AND CONDITIONS

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee Agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- 2.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- 3.** Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- 4.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- 5.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- 6.** Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- 7.** Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- 8.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- 9.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a.** Approved in writing by the Commonwealth prior to its disclosure; or
 - b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

- d. Necessary for purposes of Contractor's internal assessment and review; or
- e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
- f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

"Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. "Financial interest" means:

- (1) Ownership of more than a five percent interest in any business; or
- (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph A. above.

CONTRACTOR OFFSET PROVISIONS

A. The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: February 25, 2013

ITEM NUMBER: #20

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Joseph P. Walsh, 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
24908	2/14/13	1264	MORGAN STANLEY SMITH BARNEY INC	6,121.29
53442	2/15/13	00000290	MCATO-MONTG CO ASSOC OF TWNSHP MGR	-50.00
53443	2/15/13	00001783	THE HOMER GROUP	2,213.08
53444	2/15/13	00000290	MCATO-MONTG CO ASSOC OF TWNSHP MGR	50.00
53445	2/25/13	00000209	BOUCHER & JAMES, INC.	24,629.17
53446	2/25/13	00000085	CHAMBERS ASSOCIATES, INC.	4,442.99
53447	2/25/13	00000125	DISCHELL, BARTLE, YANOFF & DOOLEY	10,743.00
53448	2/25/13	00000152	ECKERT SEAMANS CHERIN &	5,472.50
53449	2/25/13	00001282	KENNETH AMEY	340.00
53450	2/25/13	00001023	KERNS, PEARLSTINE, ONORATO	1,586.00
53451	2/25/13	00001972	ROBERT L. BRANT	2,482.75
53452	2/25/13	00001984	TRAFFIC PLANNING AND DESIGN, INC.	13,706.17
53453	2/25/13	00000842	911 SAFETY EQUIPMENT	295.00
53454	2/25/13	00000006	ACME UNIFORMS FOR INDUSTRY	67.70
53455	2/25/13	00000068	ADAM WEBSTER	30.00
53456	2/25/13	00000820	AMPRO	58.85
53457	2/25/13	00902331	ANTHONY & STACI WIEMELT	120.00
53458	2/25/13	00000466	BILL MITCHELL'S AUTO SERVICE, INC.	292.73
53459	2/25/13	00001938	BILL WIEGMAN	90.00
53460	2/25/13	00001903	BRIAN JANSSENS	15.00
53461	2/25/13	00000423	BURGER KING #2513	63.80
53462	2/25/13	00000076	GREGORY BENCSIK	1,528.38
53463	2/25/13	00000069	C L WEBER CO INC.	33.51
53464	2/25/13	00000380	CARL HERR	30.00
53465	2/25/13	00001907	ON-SITE SCANNING SERVICES, INC.	1,800.00
53466	2/25/13	00001601	CDW GOVERNMENT, INC.	6,447.05
53467	2/25/13	00000648	COHEN LAW GROUP	6,462.60
53468	2/25/13	00000363	COMCAST CABLE	216.90
53469	2/25/13	00000335	COMCAST CORPORATION	959.11
53470	2/25/13	00000108	COUNTY ELECTRIC SUPPLY COMPANY, INC	354.03
53471	2/25/13	00000277	DA VINCI DISCOVERY CENTER OF	50.00
53472	2/25/13	00001058	DANIEL F. SOLLA	425.00
53473	2/25/13	00000111	DAVID H. LIGHTKEP, INC.	5.36
53474	2/25/13	00000024	DAVID P. BENNETT	45.00
53475	2/25/13	00000629	DAVIDHEISER'S INC.	200.00
53476	2/25/13	00001627	DEER PARK DIRECT	128.39
53477	2/25/13	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	91.88
53478	2/25/13	00000612	DELAWARE VALLEY MUNICIPAL	100.00
53479	2/25/13	00902683	DIANE BARDI	36.00
53480	2/25/13	00001957	EDMOND SKRZAT	30.00
53481	2/25/13	00001902	ELLIOTT GREENLEAF &	425.00
53482	2/25/13	00000644	FARM & HOME OIL COMPANY	1,292.60
53483	2/25/13	00001275	FBI NATIONAL ACADEMY ASSOCIATES	80.00
53484	2/25/13	00000169	FEDEX	59.38

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
53485	2/25/13	00001466	FEDEX OFFICE	79.40
53486	2/25/13	00001669	FIRST HOSPITAL LABORATORIES, INC.	124.90
53487	2/25/13	00001852	G.L. SAYRE, INC.	12.82
53488	2/25/13	00001842	GLEN ROETMAN	60.00
53489	2/25/13	00000213	HAJOCA CORPORATION	60.22
53490	2/25/13	00000331	HATFIELD TOWNSHIP	150.00
53492	2/25/13	00000903	HOME DEPOT CREDIT SERVICES	730.00
53493	2/25/13	00000133	BYM INC.	181.00
53494	2/25/13	00000102	INTERSTATE BATTERY SYSTEMS OF	75.90
53495	2/25/13	00001964	JOHN CATALDI	15.00
53496	2/25/13	00000890	JOHN H. MOGENSEN	30.00
53497	2/25/13	00001581	JOSEPH J. SIMES	120.00
53498	2/25/13	00001843	JOSEPH M. BENNETT	60.00
53499	2/25/13	00000740	K.J. DOOR SERVICES INC.	596.75
53500	2/25/13	00001995	KALER MOTOR COMPANY, LLC	115.00
53501	2/25/13	00000264	KENCO HYDRAULICS, INC.	857.50
53502	2/25/13	00000107	KENNEDY CULVERT & SUPPLY CO., INC.	988.00
53503	2/25/13	00000281	HAYDN MARRIOTT	370.00
53504	2/25/13	00001968	MATTHEW VITUCCI	30.00
53505	2/25/13	00000974	MCCARTHY AND COMPANY, PC	225.00
53506	2/25/13	00001920	MICHAEL H. BEAN	45.00
53507	2/25/13	00001961	MICHAEL LONG	80.00
53508	2/25/13	00000867	MICHAEL SHEARER	30.00
53509	2/25/13	00002016	MICHAEL SHINTON	45.00
53510	2/25/13	00001759	PAUL MICHAEL WINTJE	75.00
53511	2/25/13	00000324	MOYER INDOOR / OUTDOOR	138.00
53512	2/25/13	00000356	NORTH WALES WATER AUTHORITY	71.64
53513	2/25/13	00000175	OCEANPORT, LLC	13,134.79
53514	2/25/13	00000464	OZZY'S SPORTS FUN CENTER	50.00
53515	2/25/13	00001400	PA CHIEFS OF POLICE ASSOCIATION	75.00
53516	2/25/13	00000597	PATRICIA A. GALLAGHER	1,415.18
53517	2/25/13	00001840	PAUL R. MOGENSEN	90.00
53518	2/25/13	00000095	PAUL SMITH	40.00
53519	2/25/13	00000399	PECO ENERGY	10,488.74
53520	2/25/13	00000397	PECO ENERGY	13,440.81
53521	2/25/13	00001876	PENN SUBURBAN CHAMBER OF	495.00
53522	2/25/13	00000595	PENN VALLEY CHEMICAL COMPANY	490.53
53523	2/25/13	00000726	PENN-HOLO SALES & SERVICES	592.81
53524	2/25/13	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	150.25
53525	2/25/13	00000009	PETTY CASH	200.00
53526	2/25/13	00001155	PITNEY BOWES GLOBAL FINANCIAL	222.24
53527	2/25/13	00000424	PSAB - PA STATE ASSOC OF BOROUGHES	40.00
53528	2/25/13	00001657	TOWNS SPORTS INTERNATIONAL, LLC	368.80
53529	2/25/13	00000251	PSI PERSONNEL, LLC	1,087.20

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
53530	2/25/13	00000657	PUBLIC AGENCY TRAINING COUNCIL, INC	295.00
53531	2/25/13	00000439	RED THE UNIFORM TAILOR	148.00
53532	2/25/13	00001146	RESERVE ACCOUNT	1,500.00
53533	2/25/13	00000117	RIGGINS INC	3,576.20
53534	2/25/13	00000115	RIGGINS, INC	4,704.80
53535	2/25/13	00000015	NEXTEL PARTNERS OPERATING CORP	829.43
53536	2/25/13	00000469	SPRINT SPECTRUM, L.P.	59.99
53537	2/25/13	00902682	ST. JOSEPHS VILLA	100.00
53538	2/25/13	00000463	STANDARD & POOR'S FINANCIAL	13,000.00
53539	2/25/13	00001394	STANDARD INSURANCE COMPANY	7,412.43
53540	2/25/13	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	332.97
53541	2/25/13	00001939	SERVICE TIRE TRUCK CENTERS	505.25
53542	2/25/13	00001982	TEMPLE UNIVERSITY - CJTP	178.20
53543	2/25/13	00000494	THE INTELLIGENCER	286.00
53544	2/25/13	00000065	TIMOTHY MURRAY	15.00
53545	2/25/13	00000506	TRANS UNION LLC	60.00
53546	2/25/13	00000077	TRISTATE ENVIRONMENTAL	120.00
53547	2/25/13	00000205	TXL HOLDING CORPORATION	1,470.00
53548	2/25/13	00000032	VISA	1,199.33
53549	2/25/13	00000520	VALLEY POWER, INC.	174.24
53550	2/25/13	00000040	VERIZON PENNSYLVANIA INC	210.18
53551	2/25/13	00001033	VERIZON CABS	541.53
53552	2/25/13	00001839	VINAY SETTY	30.00
53553	2/25/13	00000442	VINCENT ZIRPOLI	60.00
53554	2/25/13	00001191	WARREN FUCHS	30.00
53555	2/25/13	00000760	WASTE MANAGEMENT OF	470.15
53556	2/25/13	00001329	WELDON AUTO PARTS	785.93
53557	2/25/13	00000632	WEST GENERATOR SERVICES INC.	548.94
53558	2/25/13	00001948	WILLIAM H. FLUCK IV	40.00
53559	2/25/13	00000249	WILLIAM R. GOLTZ	80.00
53560	2/25/13	00001084	WITMER ASSOCIATES, INC.	22,440.00
53561	2/25/13	00000590	YOCUM FORD	219.17
53562	2/25/13	00000550	ZEP MANUFACTURING COMPANY	289.87
TOTAL				203,080.31

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
02/14/2013	IRS	941 Payment	\$72,537.32
02/14/2013	BCG	401/457 Plan Payment	\$23,238.81
02/14/2013	PA-SCDU	Withholding Payment	\$3,382.15
02/20/2013	Commonwealth of PA	State Tax Payment	\$7,703.70
		Total Paid as of 02/25/2013	\$106,861.98