

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**AUGUST 12, 2024**  
**7:00 P.M.**

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

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

Carolyn McCreary  
Township Manager

1. Call Meeting to Order
2. Pledge of Allegiance
3. Announcements
4. Public Comment
5. Announcement of Executive Session
6. Consent Agenda:
  - Minutes of July 8, 2024 Meeting
  - Ratification of the Payment of Bills on July 19, 2024
  - Payment of the August 12, 2024 Bills
  - Escrow Release #5 – Beer & Wine Mill Realty LP
  - Escrow Release #3 and Start of Maintenance Period – LUV Car Wash
  - Escrow Release #10 – Westrum Development
  - Escrow Release #1 – Bharatiya Learning Center

**Presentation:**

7. Swearing-In of New Police Officers

**Planning and Zoning:**

8. Review of Proposed Text Amendment – 1008 Upper State Road
9. Authorization to Advertise Ch. 189 Amendments – Shade Trees
10. Appointments of Planning Commission Member and Alternate Member

**Public Safety:**

11. Adoption of Ordinance #24-343, Amend Vehicles and Traffic: Automated Red-Light Enforcement
12. Approval of Capital Purchase – Mobile Data Computers

**Public Works:**

13. Approval of Montgomery County Consortium Fuel Bid
14. Ratification of Emergency Replacement of Traffic Signal Control Box – Rt. 309 and Knapp Road

**Parks and Recreation:**

15. Approve 2024 Fall Recreation Programs and Fee Schedule

**Administration and Finance:**

16. Authorization to Advertise Proposed Ordinance Amendment – Municipal Waste Collection and Recycling Ordinance

**Old Business:**

**New Business:**

17. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #03

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SUBJECT: Announcements  
MEETING DATE: August 12, 2024  
BOARD LIAISON:  
INITIATED BY: Candyce Fluehr Chimera, Chairwoman

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- National Night Out Take 2 Event – We have rescheduled NNO to Tuesday, August 20, 2024 from 6:00 pm to 9:00 pm at the William F. Maule Park at Windlestrae. We hope you will be able to come out and celebrate police and community partnerships.
- August Blood Drive—The Township will once again host our summer blood drive on Wednesday, August 28, 2024, from 1:00 p.m. to 6:00 p.m. at the Community and Recreation Center. Summertime is critical for the blood supply. Please consider donating by signing up online or contacting the Township for more information.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

Item #04

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SUBJECT: Public Comment  
MEETING DATE: August 12, 2024  
BOARD LIAISON:  
INITIATED BY: Candyce Fluehr Chimera, Chairwoman

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BACKGROUND:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #05

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SUBJECT:                   Announcement of Executive Session  
MEETING DATE:         August 12, 2024  
BOARD LIAISON:         Candyce Fluehr Chimera, Chairwoman  
INITIATED BY:           Township Solicitor

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**BACKGROUND:**

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

**The Board of Supervisors met in Executive Session earlier this evening at 6:30 p.m. to discuss three litigation matters.**

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

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

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SUBJECT: Consent Agenda  
MEETING DATE: August 12, 2024  
BOARD LIAISON:  
INITIATED BY:

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**BACKGROUND:**

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

- Minutes of the July 8, 2024 Board meeting
- Ratification of Payment of Bills for July 19, 2024
- Payment of Bills for August 12, 2024
- Escrow Release #5 – Beer & Wine Mill Realty LP
- Escrow Release #3 and Start of Maintenance Period – LUV Car Wash
- Escrow Release #10 – Westrum Development
- Escrow Release #1 – Bharatiya Learning Center

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

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
JULY 8, 2024**

**1. Call to Order:** The July 8, 2024 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chairwoman Candyce Fluehr Chimera called the meeting to order at 7:00 p.m.

**IN ATTENDANCE:**

Chair Candyce Fluehr Chimera  
Vice-Chair Audrey R. Ware  
Supervisor Tanya C. Bamford  
Supervisor Annette M. Long  
Supervisor Beth A. Staab  
Township Solicitor Sean Kilkenny, Esq.  
Township Manager Carolyn McCreary

**ALSO IN ATTENDANCE:**

Police Chief J. Scott Bendig  
Fire Chief William Wiegman  
Director of Planning & Zoning Marianne McConnell  
Director of Public Works Greg Reiff  
Systems Administrator Favian Zendejas  
Recording Secretary Deborah Rivas

**2. & 3. Pledge of Allegiance and Announcements:** Following the Pledge of Allegiance, Ms. Chimera made the following announcements: National Night Out will be held on Tuesday, August 6<sup>th</sup>, from 6 pm to 9 pm at the William F. Maule Park at Windlestrae. Come out and celebrate Police and community partnerships. The fun includes Live Music, Balloon Artist, Face Painting, Dunk Tank & Games, Canine Meet & Greet, Emergency Vehicle Displays, and Princess Meet & Greet with Elsa and Rapunzel. Ms. Chimera also announced that recycled batteries will no longer be accepted at the Community and Recreation Center. Batteries will still be accepted for recycling at the Township building lobby.

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

**5. Consent Agenda:**

**MOTION:** Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the minutes of the June 10, 2024 Board meeting, the ratification of Payment of Bills for June 20, 2024, the Payment of Bills for July 8, 2024, Escrow Release #5 – The Meadows at Parkview, Escrow Release #1 and Start of Maintenance – NWWA General Hancock Tank, Escrow Release #2 – Pecan Properties – 901 Lansdale Avenue, and Escrow Release #2 and End of Maintenance – Costco Gasoline were approved as submitted.

**Public Safety:**

**6. Authorization to Advertise the Red Light Camera Ordinance:** Chief Bendig requested that the Board give their authorization to advertise the ordinance amendment to add Automated Red

Light Enforcement. In 2023, members of the police department's Highway Safety Unit conducted a comprehensive evaluation of traffic crashes within the township to identify how best to reduce crashes and ensure the safety of the motoring public and pedestrians within the community. High accident locations were identified, and strategies were implemented to reduce these crashes. On February 26, 2024, members of the police department's Highway Safety Unit conducted a presentation at the Board of Supervisors meeting, requesting input regarding the implementation of an automated red-light enforcement camera program to be utilized at intersections that continue to trend with high crash occurrence despite efforts undertaken to reduce these collisions. Staff is requesting authorization to advertise an amendment to the township ordinance, adding a PennDOT-mandated provision allowing automated red-light enforcement cameras within the township.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board authorized staff to advertise for an amendment to the Township Code Part II, General Legislation, Chapter 222—Vehicles and Traffic, adding Article IX, *Automated Red-Light Enforcement*.**

**7. Execution of Red Light Camera Master Services Agreement** – Chief Bendig reported that over the past four months, members of the police department have been meeting with approved PennDOT automated red-light enforcement (ARLE) vendors to determine which provider would best meet the township's needs. Each vendor conducted a presentation with staff, providing an overview of their product and answering questions relevant to ARLE operations within the township. The department is recommending that Sensys Gatso be awarded the contract for ARLE services. Sensys Gatso offers township cost neutrality and has a strong working relationship with police departments in Montgomery and Bucks County.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board approved the master services agreement with Sensys Gatso.**

**Planning:**

**8. Chase Bank Preliminary/Final Land Development Approval** – Ms. McConnell reported that JP Morgan Chase Bank submitted a land development application to demolish a former car wash and gas station and construct a new 3,310 square-foot bank building with drive-through on a 0.931-acre lot, at the intersection of Route 309 and North Wales Road in the C Commercial district. The applicant requested waivers of buffers, shade street trees, and bollards. At the May 28<sup>th</sup> Board meeting, the applicant proposed to provide a 40-foot and 20-foot two-centered curve (compound radius) on the northeastern corner of Bethlehem Pike and North Wales Road due to the inability to determine the owner of a utility vault on the corner, prohibiting any further radius curve from being installed. The Board requested that the applicant make additional efforts to determine whether the vault can be removed. Mr. Careless confirmed that the vault can now be removed, and the intersection will be widened as required.



**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the Board adopted Resolution 2024-14, approving the preliminary/final land development application with requested waivers for JP Morgan Chase Bank, N.A.**

**9. Taco Bell Preliminary/Final Land Development Approval** – Ms. McConnell reported that the applicant submitted an application to add a second drive-through ordering kiosk and associated drive aisle to the main Taco Bell restaurant located in the C Commercial District, 769 Bethlehem Pike. The applicant’s plan includes modifications to landscaping and existing curbing and parking to support the proposed improvements. Brian Cleary, P.E., represented the applicant and reviewed the requested waivers, including not providing a sidewalk along Bethlehem Pike frontage. The Board approved the waivers requested except for the sidewalk on Bethlehem Pike.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board adopted Resolution #2024-16, approving the preliminary/final land development plan application with requested waivers, except for the sidewalk on Bethlehem Pike, submitted by Montgomeryville Investors, LLC, for Taco Bell.**

**10. Montgomeryville Mitsubishi Preliminary/Final Land Development Approval** – Ms. McConnell reported that the applicant submitted a land development application for the construction of a Mitsubishi dealership on the site located just south of Stump Road in the LI/HLI zoning districts. The parcel currently contains a 32,833 square foot Acura dealership and 612 associated parking spaces for customers, employees, service and display. The applicant proposes to maintain the existing Acura dealership and construct a new 24,600 square foot Mitsubishi dealership, which was identified as “future automobile dealership” on the Acura plan approved in 2004, and is currently a paved display and parking area. Marc Jonas, Esquire, represented the applicant, along with Richard Stoneback, P.E. Mr. Jonas indicated that he and the applicant have reviewed the proposed resolution and are in agreement with it.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board adopted Resolution #2024-17, approving the preliminary/final land development amendment application, with requested waivers, submitted by 309 Autovest Properties, L.P., for a Mitsubishi dealership at 1009/1011 Bethlehem Pike.**

**11. Proposed Text Amendment – 1008 Upper State Road** – Mr. Dunleavy who owns the property at 1008 Upper State Road indicated that his attorney, Marc Kaplan, Esquire, was unable to attend the meeting this evening. The Board agreed to continue this matter to the next meeting on August 12, 2024 after 7:00 p.m.

**12. Review of Zoning Hearing Board Applications:** Ms. McConnell identified the pending hearing applications received for the July 10, 2024 Zoning Hearing Board meeting. Application 24060002 is for Staugaitis/21 Douglass Road for a variance to permit a roof to be installed over a portion of an existing deck 13 feet from the rear property line where a minimum of 30 feet is required. Application 24060001 is for Tress/108 Cathedral Drive to construct a 3,417 sq ft relative suite addition to the home existing of three floors (basement, 1<sup>st</sup> floor, 2<sup>nd</sup> floor). The applicants are

requesting a special exception to permit a 3,417 sq ft relative quarters addition where the provisions limit the relative quarters to a single floor not greater than 700 square feet of floor area. In addition, they seek a variance with regard to the requirements to provide “a single shared doorway connecting the principal residence and the relative quarters.”

The Board discussed the applications and agreed to remain neutral on the first application and to send the Solicitor to oppose the second application.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board agreed to send the Township Solicitor to the July 10, 2024 Zoning Hearing Board to oppose application 24060001 – 108 Cathedral Drive to permit a 3,417 sq ft relative quarters addition where the provisions limit the relative quarters to a single floor not greater than 700 square feet of floor area.**

**Public Works:**

**13. Authorization to Bid the Purchase and Installation of Rectangular Rapid Flashing Beacons (RRFB’s) on Stump Road:** Mr. Reiff reported that staff is ready to solicit competitive bids for the purchase and installation of the RRFB’s to be installed on Stump Road in the area of Commerce Drive to further aid in promoting walkability in the Township.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the Board authorized the advertisement of the bid for the purchase and installation of Rectangular Rapid Flashing Beacons (RRFB’s) utilizing PennBid.**

**14. Authorization to Bid the Purchase and Installation of LED Parking Lot Lights –** Mr. Reiff reported that staff is ready to solicit competitive bids for the purchase and installation of LED Parking Lot Lights at the Township Administration building.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (5-0), the Board authorized the advertisement of the bid for the purchase and installation of LED Parking Lot lights to be installed at the Administration building utilizing PennBid.**

**15. Adjournment:** Upon motion by Ms. Chimera and seconded by Ms. Long, the meeting was adjourned at 7:49 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary



Montgomery Township, PA

# Check Report

By Check Number

Date Range: 07/09/2024 - 07/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: POOL AP-APBNK</b>						
MT003790	TD Card Services	07/09/2024	Regular	0.00	-13,896.43	99020
MT003790	TD Card Services	07/09/2024	Regular	0.00	13,896.43	99020
	**Void**	07/09/2024	Regular	0.00	0.00	99021
MT001404	Glasgow, Inc.	07/17/2024	Regular	0.00	3,365.21	99022
MT003790	TD Card Services	07/17/2024	Regular	0.00	13,896.43	99023
	**Void**	07/17/2024	Regular	0.00	0.00	99024
MT000006	21st Century Media Newspapers LLC	07/22/2024	Regular	0.00	785.22	99025
MT004353	A.H. Cornell & Son, Inc.	07/22/2024	Regular	0.00	66,699.50	99026
MT000040	Acme Uniforms For Industry	07/22/2024	Regular	0.00	204.68	99027
MT000050	Adam Zwislewski	07/22/2024	Regular	0.00	280.00	99028
MT000075	Airgas, Inc.	07/22/2024	Regular	0.00	316.05	99029
MT000117	Alicia Wilby	07/22/2024	Regular	0.00	480.00	99030
MT000167	Amazon.com Services, Inc	07/22/2024	Regular	0.00	1,581.45	99031
MT000222	Andrew Benner	07/22/2024	Regular	0.00	1,000.00	99032
MT000233	Angel G. Mejias	07/22/2024	Regular	0.00	500.00	99033
MT000293	Armour & Sons Electric, Inc.	07/22/2024	Regular	0.00	2,018.26	99034
MT000320	AT&T	07/22/2024	Regular	0.00	139.37	99035
MT000338	Axon Enterprise, Inc	07/22/2024	Regular	0.00	810.00	99036
MT000392	Bergey's Wholesale Parts	07/22/2024	Regular	0.00	583.22	99037
MT004399	Bill Christie	07/22/2024	Regular	0.00	200.00	99038
MT000459	Bow Wow Waste	07/22/2024	Regular	0.00	1,994.65	99039
MT000467	Brandi Blusiewicz	07/22/2024	Regular	0.00	350.00	99040
MT000469	Brandon Uzdzienski	07/22/2024	Regular	0.00	100.00	99041
MT000552	C.E.S.	07/22/2024	Regular	0.00	1,669.58	99042
MT000580	Carl F. Herr	07/22/2024	Regular	0.00	100.00	99043
MT000585	Carlos A. Gonzalez Jr	07/22/2024	Regular	0.00	150.00	99044
MT000632	CDW Government, Inc.	07/22/2024	Regular	0.00	522.53	99045
MT004396	CHRISTENSEN GARY & MARIA	07/22/2024	Regular	0.00	2,000.00	99046
MT000751	Clemens Food Group	07/22/2024	Regular	0.00	136.80	99047
MT004390	CM3 Building Solutions, Inc.	07/22/2024	Regular	0.00	1,842.79	99048
MT000791	Commonwealth of Pennsylvania	07/22/2024	Regular	0.00	1,089.00	99049
MT000796	Commonwealth of Pennsylvania	07/22/2024	Regular	0.00	500.00	99050
MT004394	CRIMEWATCH Technologies, Inc.	07/22/2024	Regular	0.00	6,963.31	99051
MT001017	Diane Kim	07/22/2024	Regular	0.00	120.00	99052
MT001030	DJB Specialties, Inc.	07/22/2024	Regular	0.00	519.00	99053
MT001035	Dolan Consulting Group	07/22/2024	Regular	0.00	250.00	99054
MT004307	Donald J. Van Meter & Associates, Inc.	07/22/2024	Regular	0.00	200.00	99055
MT001097	Eagle Power Turf and Tractor Inc	07/22/2024	Regular	0.00	1,181.11	99056
MT001159	Elite 3 Facilities Maintenance, LLC	07/22/2024	Regular	0.00	5,500.00	99057
MT001201	Eric Joshua Hernandez	07/22/2024	Regular	0.00	2,047.50	99058
MT001230	Eurofins Environmental Testing	07/22/2024	Regular	0.00	445.00	99059
MT001245	Fabulous Faces Entertainment	07/22/2024	Regular	0.00	375.00	99060
MT001287	First Student Charter Center	07/22/2024	Regular	0.00	2,232.00	99061
MT001287	First Student Charter Center	07/22/2024	Regular	0.00	744.00	99062
MT001338	Fulton Cardmember Services	07/22/2024	Regular	0.00	2,766.52	99063
MT001340	Fundamental Tennis	07/22/2024	Regular	0.00	1,800.00	99064
MT001351	Galeton Gloves	07/22/2024	Regular	0.00	119.95	99065
MT001355	Gary Davis	07/22/2024	Regular	0.00	50.00	99066
MT001379	George Allen Portable Toilets, Inc.	07/22/2024	Regular	0.00	1,104.00	99067
MT001412	Glick Fire Equipment Company Inc	07/22/2024	Regular	0.00	5,552.15	99068
PAYR-EIT WAGE	HAB EIT	07/22/2024	Regular	0.00	221.94	99069
MT001495	Havis, Inc.	07/22/2024	Regular	0.00	39.60	99070
MT001527	Herman Goldner Company, Inc.	07/22/2024	Regular	0.00	3,376.00	99071
MT001548	Home Depot Credit Services	07/22/2024	Regular	0.00	861.59	99072

Check Report

Date Range: 07/09/2024 - 07/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT001554	Horsham Car Wash	07/22/2024	Regular	0.00	168.00	99073
MT001643	Jacob Millevoi	07/22/2024	Regular	0.00	270.00	99074
MT001734	Jeffrey Depolo	07/22/2024	Regular	0.00	1,000.00	99075
MT001856	John Bereschak	07/22/2024	Regular	0.00	400.00	99076
MT001868	John H. Mogensen	07/22/2024	Regular	0.00	150.00	99077
MT001902	Jonathan S. Beer	07/22/2024	Regular	0.00	1,500.00	99078
MT004308	Justin Tohanczyn	07/22/2024	Regular	0.00	280.00	99079
MT004324	Juyeon Ahn	07/22/2024	Regular	0.00	195.00	99080
MT001960	K.J. Door Services Inc.	07/22/2024	Regular	0.00	1,799.66	99081
MT002038	Keith Grierson	07/22/2024	Regular	0.00	150.00	99082
MT002089	Keystone Municipal Services, Inc.	07/22/2024	Regular	0.00	6,300.00	99083
MT002170	Kyle W. Stump	07/22/2024	Regular	0.00	150.00	99084
MT002228	Lauren K Maxwell	07/22/2024	Regular	0.00	150.00	99085
MT002246	Lee Wagner	07/22/2024	Regular	0.00	1,605.52	99086
MT002312	Lisamarie Martin	07/22/2024	Regular	0.00	480.00	99087
MT002341	Lowe's Companies Inc.	07/22/2024	Regular	0.00	88.79	99088
MT004398	Mark Vanek	07/22/2024	Regular	0.00	75.00	99089
MT002470	Mary Kay Kelm, Esquire	07/22/2024	Regular	0.00	2,405.00	99090
MT002496	Mastertech Auto Service, LLC.	07/22/2024	Regular	0.00	982.35	99091
MT004377	Matco Tools Corporation	07/22/2024	Regular	0.00	225.24	99092
MT002549	McDonald's	07/22/2024	Regular	0.00	26.64	99093
MT002609	Michael Bean	07/22/2024	Regular	0.00	150.00	99094
MT002624	Michael J. Kunzig	07/22/2024	Regular	0.00	100.00	99095
MT002636	Michael Shearer	07/22/2024	Regular	0.00	50.00	99096
MT002698	MJ Earl	07/22/2024	Regular	0.00	474.90	99097
PAYR-IAFF	Montgomery Township Professional	07/22/2024	Regular	0.00	293.71	99098
MT002796	Moyer Indoor / Outdoor	07/22/2024	Regular	0.00	393.01	99099
MT004138	Napa Auto Parts	07/22/2024	Regular	0.00	46.82	99100
MT004319	Nari Choe	07/22/2024	Regular	0.00	190.00	99101
MT004319	Nari Choe	07/22/2024	Regular	0.00	20.00	99102
MT004303	NJ E-Z Pass	07/22/2024	Regular	0.00	51.40	99103
MT002957	Occupational Health Centers	07/22/2024	Regular	0.00	457.26	99104
MT002974	Omega Systems Consultants, Inc.	07/22/2024	Regular	0.00	4,235.00	99105
MT003009	PA Turnpike Toll By Plate	07/22/2024	Regular	0.00	18.80	99106
MT003024	Paolini's Cast Stone, Inc.	07/22/2024	Regular	0.00	1,630.00	99107
MT003044	Patrick Kerr	07/22/2024	Regular	0.00	250.00	99108
MT003073	pdq.com Coporation	07/22/2024	Regular	0.00	1,261.71	99109
MT003109	Pennsylvania One Call System, Inc.	07/22/2024	Regular	0.00	150.93	99110
MT003134	Petroleum Traders Corp.	07/22/2024	Regular	0.00	9,976.12	99111
MT003136	Petty Cash	07/22/2024	Regular	0.00	172.68	99112
MT003137	Petty Cash Police	07/22/2024	Regular	0.00	165.67	99113
MT003151	Phillips and Donovan Architects LLC	07/22/2024	Regular	0.00	720.00	99114
MT003165	Platelogiq, LLC	07/22/2024	Regular	0.00	3,340.00	99115
ZZ001862	Pure Cleaners	07/22/2024	Regular	0.00	1,542.50	99116
MT003227	Rachel Brick	07/22/2024	Regular	0.00	350.00	99117
MT003269	Ready Refresh	07/22/2024	Regular	0.00	249.53	99118
MT003310	Ricardo Dejesus	07/22/2024	Regular	0.00	1,000.00	99119
MT003359	Robert E. Little, Inc.	07/22/2024	Regular	0.00	725.31	99120
MT003436	Ryan Allison	07/22/2024	Regular	0.00	50.00	99121
MT004400	Ryan Deleo	07/22/2024	Regular	0.00	792.00	99122
MT003444	Ryan W. Irvin	07/22/2024	Regular	0.00	50.00	99123
MT003458	SafetyKleen Systems, Inc.	07/22/2024	Regular	0.00	270.12	99124
MT003499	Scatton's Heating and Cooling, Inc.	07/22/2024	Regular	0.00	331.56	99125
MT003574	Shoen Safety and Training	07/22/2024	Regular	0.00	285.00	99126
MT003583	Signal Control Products, LLC	07/22/2024	Regular	0.00	4,195.00	99127
MT003600	SnapOn Industrial	07/22/2024	Regular	0.00	272.34	99128
MT004392	Sophia Kim	07/22/2024	Regular	0.00	210.00	99129
MT003655	Standard Insurance Company	07/22/2024	Regular	0.00	9,184.59	99130
MT003657	Staples Business Credit	07/22/2024	Regular	0.00	365.63	99131
MT003708	Strategic Investigative Resources, LLC	07/22/2024	Regular	0.00	1,600.00	99132
MT003716	Studio Two	07/22/2024	Regular	0.00	2,500.00	99133

**Check Report**

Date Range: 07/09/2024 - 07/22/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT006746	T. Schiefer Contractors, Inc.	07/22/2024	Regular	0.00	115,909.25	99134
MT003800	Telford Recycling and Materials, Inc	07/22/2024	Regular	0.00	270.00	99135
MT004397	The Beer and Wine Mill Realty LP	07/22/2024	Regular	0.00	3,752.10	99136
MT003824	The Chamber of Commerce for	07/22/2024	Regular	0.00	715.00	99137
MT004270	The FruitGuys LLC	07/22/2024	Regular	0.00	275.00	99138
MT003834	The Homer Group	07/22/2024	Regular	0.00	448.00	99139
MT003880	Thomson Reuters	07/22/2024	Regular	0.00	317.67	99140
MT003894	Timac Agro USA	07/22/2024	Regular	0.00	5,400.00	99141
MT003914	Todd Walter	07/22/2024	Regular	0.00	1,000.00	99142
MT003949	Trans Union LLC	07/22/2024	Regular	0.00	113.29	99143
MT004044	Vault Health	07/22/2024	Regular	0.00	1,869.54	99144
MT004051	Verizon	07/22/2024	Regular	0.00	299.00	99145
MT004383	Vijetha Kode	07/22/2024	Regular	0.00	210.00	99146
MT004080	Vinay P. Setty	07/22/2024	Regular	0.00	350.00	99147
MT004173	William E. Adams	07/22/2024	Regular	0.00	50.00	99148
MT004189	William Tuttle	07/22/2024	Regular	0.00	50.00	99149
MT004198	Witmer Public Safety Group Inc.	07/22/2024	Regular	0.00	1,588.45	99150
MT000046	Adam J. Morrow	07/22/2024	Regular	0.00	300.00	99151
PAYR-PBA	Police Benevolent Association	07/18/2024	Bank Draft	0.00	1,353.00	DFT0000319
PAYR-POL PEN	U.S. Bank	07/18/2024	Bank Draft	0.00	8,396.14	DFT0000320
PAYR-PA SCDU	PA SCDU	07/18/2024	Bank Draft	0.00	530.77	DFT0000321
PAYR-401	Empower Retirement	07/18/2024	Bank Draft	0.00	18,372.49	DFT0000322
PAYR-457	Empower Retirement	07/18/2024	Bank Draft	0.00	20,730.70	DFT0000323
PAYR-PHILA	City of Philadelphia	07/18/2024	Bank Draft	0.00	326.66	DFT0000324
PAYR-SITW	State of Pennsylvania	07/18/2024	Bank Draft	0.00	12,191.20	DFT0000325

**Bank Code POOL AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	305	130	0.00	353,119.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-13,896.43
Bank Drafts	7	7	0.00	61,900.96
EFT's	0	0	0.00	0.00
	<b>312</b>	<b>140</b>	<b>0.00</b>	<b>401,124.46</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	305	130	0.00	353,119.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-13,896.43
Bank Drafts	7	7	0.00	61,900.96
EFT's	0	0	0.00	0.00
	<b>312</b>	<b>140</b>	<b>0.00</b>	<b>401,124.46</b>

### Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	7/2024	401,124.46
			<b>401,124.46</b>



Montgomery Township, PA

# Check Report

By Check Number

Date Range: 07/23/2024 - 08/08/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: POOL AP-APBNK</b>						
MT004279	Urban Air	07/24/2024	Regular	0.00	1,872.35	99152
MT004333	CHA Consulting, Inc.	07/24/2024	Regular	0.00	380.00	99153
MT003077	PECO Energy	07/25/2024	Regular	0.00	3,419.10	99154
MT003077	PECO Energy	07/25/2024	Regular	0.00	4,197.85	99155
MT003076	PECO Energy	07/25/2024	Regular	0.00	2,214.08	99156
MT003076	PECO Energy	07/25/2024	Regular	0.00	5,186.26	99157
MT003077	PECO Energy	07/25/2024	Regular	0.00	951.75	99158
MT003077	PECO Energy	07/25/2024	Regular	0.00	621.77	99159
MT003077	PECO Energy	07/25/2024	Regular	0.00	1,033.08	99160
MT003077	PECO Energy	07/25/2024	Regular	0.00	45.92	99161
MT003077	PECO Energy	07/25/2024	Regular	0.00	40.82	99162
MT003077	PECO Energy	07/25/2024	Regular	0.00	2,117.28	99163
PAYR-EIT WAGE	HAB EIT	08/01/2024	Regular	0.00	17.16	99164
PAYR-EIT WAGE	HAB EIT	08/01/2024	Regular	0.00	86.00	99165
PAYR-IAFF	Montgomery Township Professional	08/01/2024	Regular	0.00	277.83	99166
MT003135	Petroleum Traders Corp.	08/01/2024	Regular	0.00	2,579.29	99167
MT003036	Patricia A. Gallagher	08/06/2024	Regular	0.00	60,076.81	99168
MT000006	21st Century Media Newspapers LLC	08/08/2024	Regular	0.00	973.93	99169
MT000017	911 Safety Equipment	08/08/2024	Regular	0.00	5,659.96	99170
MT000040	Acme Uniforms For Industry	08/08/2024	Regular	0.00	830.03	99171
MT000046	Adam J. Morrow	08/08/2024	Regular	0.00	200.00	99172
MT000050	Adam Zwislewski	08/08/2024	Regular	0.00	490.00	99173
MT000075	Airgas, Inc.	08/08/2024	Regular	0.00	355.44	99174
MT000091	Alburtis Auto Inc.	08/08/2024	Regular	0.00	96.00	99175
MT000118	Alien Gear	08/08/2024	Regular	0.00	950.14	99176
MT000167	Amazon.com Services, Inc	08/08/2024	Regular	0.00	4,515.12	99177
MT000229	Andrew Weiner	08/08/2024	Regular	0.00	250.00	99178
MT000233	Angel G. Mejias	08/08/2024	Regular	0.00	350.00	99179
MT000279	Aramco, Inc.	08/08/2024	Regular	0.00	336.75	99180
MT000293	Armour & Sons Electric, Inc.	08/08/2024	Regular	0.00	424.00	99181
MT000319	Associated Truck Parts	08/08/2024	Regular	0.00	66.20	99182
MT000320	AT&T	08/08/2024	Regular	0.00	122.35	99183
MT000342	B Safe LLC	08/08/2024	Regular	0.00	946.95	99184
MT000435	Bishop Wood Products, Inc	08/08/2024	Regular	0.00	2,312.00	99185
MT004346	Boot Barn Holdings	08/08/2024	Regular	0.00	125.99	99186
MT000467	Brandi Blusiewicz	08/08/2024	Regular	0.00	300.00	99187
MT000469	Brandon Uzdzienski	08/08/2024	Regular	0.00	100.00	99188
MT000511	Britton Industries, Inc.	08/08/2024	Regular	0.00	239.40	99189
MT000528	BSandA Software	08/08/2024	Regular	0.00	12,131.00	99190
MT000552	C.E.S.	08/08/2024	Regular	0.00	1,696.83	99191
MT000567	Canon Financial Services, Inc	08/08/2024	Regular	0.00	2,324.28	99192
MT000577	Cargo Trailer Sales, Inc	08/08/2024	Regular	0.00	7.95	99193
MT000580	Carl F. Herr	08/08/2024	Regular	0.00	150.00	99194
MT000585	Carlos A. Gonzalez Jr	08/08/2024	Regular	0.00	350.00	99195
MT000632	CDW Government, Inc.	08/08/2024	Regular	0.00	1,417.41	99196
MT000640	Center Point Onsite Training LLC	08/08/2024	Regular	0.00	722.50	99197
MT000662	Chess Wizards	08/08/2024	Regular	0.00	2,860.00	99198
MT000786	COMCAST	08/08/2024	Regular	0.00	10.52	99199
MT000786	COMCAST	08/08/2024	Regular	0.00	538.92	99200
MT000786	COMCAST	08/08/2024	Regular	0.00	10.52	99201
MT000787	Comcast Business	08/08/2024	Regular	0.00	1.57	99202
MT000835	Couzins, Inc.	08/08/2024	Regular	0.00	672,069.00	99203
MT000840	Crafco, Inc.	08/08/2024	Regular	0.00	4,590.00	99204
MT000917	David Boice	08/08/2024	Regular	0.00	150.00	99205

Check Report

Date Range: 07/23/2024 - 08/08/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT000941	Davidheiser's Inc.	08/08/2024	Regular	0.00	368.00	99206
MT000999	Derek Muller	08/08/2024	Regular	0.00	19.07	99207
MT001033	Dog Town	08/08/2024	Regular	0.00	479.95	99208
MT001076	DVHT Delaware Valley Health Trust	08/08/2024	Regular	0.00	210,703.37	99209
MT001134	eGov Strategies LLC	08/08/2024	Regular	0.00	2,434.00	99210
MT001218	ESO Solutions, Inc.	08/08/2024	Regular	0.00	8,667.00	99211
MT001230	Eurofins Environmental Testing	08/08/2024	Regular	0.00	592.50	99212
MT001262	FBINAA Eastern PA Chapter	08/08/2024	Regular	0.00	50.00	99213
MT001265	FedEx	08/08/2024	Regular	0.00	88.30	99214
MT001289	Fishers Ace Hardware	08/08/2024	Regular	0.00	16.14	99215
MT001319	Frank Callahan Company, Inc.	08/08/2024	Regular	0.00	29.83	99216
MT001340	Fundamental Tennis	08/08/2024	Regular	0.00	2,460.00	99217
MT004402	General Pacific	08/08/2024	Regular	0.00	2,087.00	99218
MT004402	General Pacific	08/08/2024	Regular	0.00	420.00	99219
MT001379	George Allen Portable Toilets, Inc.	08/08/2024	Regular	0.00	1,104.00	99220
MT001398	Gilmore and Associates Inc.	08/08/2024	Regular	0.00	74,966.23	99221
	**Void**	08/08/2024	Regular	0.00	0.00	99222
MT001404	Glasgow, Inc.	08/08/2024	Regular	0.00	1,044.00	99223
MT001412	Glick Fire Equipment Company Inc	08/08/2024	Regular	0.00	900.00	99224
MT001414	Global Industrial	08/08/2024	Regular	0.00	408.24	99225
MT001426	Google Inc.	08/08/2024	Regular	0.00	22.90	99226
MT001427	Goose Squad L.L.C.	08/08/2024	Regular	0.00	900.00	99227
MT001436	Grainger	08/08/2024	Regular	0.00	271.90	99228
MT004405	Harold and Roseanna Boyd	08/08/2024	Regular	0.00	75.00	99229
MT004410	HEADstrong Foundation	08/08/2024	Regular	0.00	100.00	99230
MT001548	Home Depot Credit Services	08/08/2024	Regular	0.00	579.41	99231
MT001610	Interstate Battery Systems	08/08/2024	Regular	0.00	6.00	99232
MT001636	Jack Gross	08/08/2024	Regular	0.00	350.00	99233
MT001643	Jacob Millevoi	08/08/2024	Regular	0.00	100.00	99234
MT001743	Jen Ames	08/08/2024	Regular	0.00	175.69	99235
MT004403	Jennifer Roberts	08/08/2024	Regular	0.00	120.00	99236
MT001856	John Bereschak	08/08/2024	Regular	0.00	350.00	99237
MT001868	John H. Mogensen	08/08/2024	Regular	0.00	250.00	99238
MT001887	John R. Young and Company	08/08/2024	Regular	0.00	165.55	99239
MT004408	John Rementer	08/08/2024	Regular	0.00	57.50	99240
MT004308	Justin Tohanczyn	08/08/2024	Regular	0.00	140.00	99241
MT001960	K.J. Door Services Inc.	08/08/2024	Regular	0.00	1,943.56	99242
MT004409	Katherine Jaber	08/08/2024	Regular	0.00	210.00	99243
MT002038	Keith Grierson	08/08/2024	Regular	0.00	100.00	99244
MT002089	Keystone Municipal Services, Inc.	08/08/2024	Regular	0.00	7,500.00	99245
MT002098	Kilkenny Law, LLC	08/08/2024	Regular	0.00	15,132.50	99246
	**Void**	08/08/2024	Regular	0.00	0.00	99247
MT002170	Kyle W. Stump	08/08/2024	Regular	0.00	150.00	99248
MT002190	Lansdale Lock Shop	08/08/2024	Regular	0.00	125.00	99249
MT004269	Laura Nicholas	08/08/2024	Regular	0.00	720.00	99250
MT002228	Lauren K Maxwell	08/08/2024	Regular	0.00	250.00	99251
MT002297	Lisa Graham	08/08/2024	Regular	0.00	290.00	99252
MT002341	Lowe's Companies Inc.	08/08/2024	Regular	0.00	110.04	99253
MT002377	Maillie LLP	08/08/2024	Regular	0.00	23,500.00	99254
MT003581	Mantri and Shweta Ninad	08/08/2024	Regular	0.00	1,200.00	99255
MT002451	Marriott's Emergency Equipment	08/08/2024	Regular	0.00	2,242.00	99256
MT002496	Mastertech Auto Service, LLC.	08/08/2024	Regular	0.00	5,938.46	99257
MT002538	MCATO	08/08/2024	Regular	0.00	259.00	99258
MT002609	Michael Bean	08/08/2024	Regular	0.00	150.00	99259
MT002624	Michael J. Kunzig	08/08/2024	Regular	0.00	50.00	99260
MT002636	Michael Shearer	08/08/2024	Regular	0.00	50.00	99261
MT004138	Napa Auto Parts	08/08/2024	Regular	0.00	197.59	99262
MT002852	National Decalcraft Corp.	08/08/2024	Regular	0.00	147.20	99263
MT004412	Network Building and Consulting LLC	08/08/2024	Regular	0.00	922.05	99264
MT004404	Nicole Blair	08/08/2024	Regular	0.00	145.00	99265
MT002937	North Wales Water Authority	08/08/2024	Regular	0.00	15.87	99266



Check Report

Date Range: 07/23/2024 - 08/08/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT002937	North Wales Water Authority	08/08/2024	Regular	0.00	44.43	99267
MT002957	Occupational Health Centers	08/08/2024	Regular	0.00	622.26	99268
MT002961	ODP Business Solutions, LLC	08/08/2024	Regular	0.00	376.05	99269
MT002974	Omega Systems Consultants, Inc.	08/08/2024	Regular	0.00	4,235.00	99270
MT003009	PA Turnpike Toll By Plate	08/08/2024	Regular	0.00	9.40	99271
MT000121	Party Animals Express	08/08/2024	Regular	0.00	250.00	99272
MT003046	Patriot Workwear	08/08/2024	Regular	0.00	135.00	99273
MT003054	Paul B. Moyer and Sons Inc.	08/08/2024	Regular	0.00	615.00	99274
MT003063	Paula Meszaros	08/08/2024	Regular	0.00	948.00	99275
MT003109	Pennsylvania One Call System, Inc.	08/08/2024	Regular	0.00	458.63	99276
MT003134	Petroleum Traders Corp.	08/08/2024	Regular	0.00	2,786.54	99277
MT003135	Petroleum Traders Corp.	08/08/2024	Regular	0.00	2,693.46	99278
MT003136	Petty Cash	08/08/2024	Regular	0.00	111.27	99279
MT004407	Pickering Corts & Summerson, Inc	08/08/2024	Regular	0.00	4,200.00	99280
MT003160	Pitney Bowes Global Financial Services LLC	08/08/2024	Regular	0.00	733.95	99281
MT003175	Positive Concepts/ATPI	08/08/2024	Regular	0.00	497.80	99282
MT004411	Pu Liu	08/08/2024	Regular	0.00	240.00	99283
ZZ001862	Pure Cleaners	08/08/2024	Regular	0.00	1,486.00	99284
MT003215	Quaker City Painting	08/08/2024	Regular	0.00	16,015.00	99285
MT003291	Rem-Ark Alloys, Inc.	08/08/2024	Regular	0.00	95.76	99286
MT003299	Republic Services No. 320	08/08/2024	Regular	0.00	1,964.10	99287
MT003334	Richter Drafting and Office Supply Co. Inc	08/08/2024	Regular	0.00	398.42	99288
MT003365	Robert H. Grunmeier II	08/08/2024	Regular	0.00	100.00	99289
MT003436	Ryan Allison	08/08/2024	Regular	0.00	50.00	99290
MT004305	Ryan Taylor Graphics	08/08/2024	Regular	0.00	1,540.00	99291
MT003444	Ryan W. Irvin	08/08/2024	Regular	0.00	200.00	99292
MT003499	Scatton's Heating and Cooling, Inc.	08/08/2024	Regular	0.00	132.00	99293
MT003568	Sherwin Williams Company	08/08/2024	Regular	0.00	55.45	99294
MT003657	Staples Business Credit	08/08/2024	Regular	0.00	654.50	99295
MT003796	Tees With a Purpose	08/08/2024	Regular	0.00	165.00	99296
MT003844	The Pennsylvania State University	08/08/2024	Regular	0.00	549.00	99297
MT003880	Thomson Reuters	08/08/2024	Regular	0.00	635.34	99298
MT003949	Trans Union LLC	08/08/2024	Regular	0.00	90.00	99299
MT003982	Tyler Technologies, Inc	08/08/2024	Regular	0.00	260.00	99300
MT003995	Unifirst	08/08/2024	Regular	0.00	190.18	99301
MT003998	United Rentals (North America) Inc	08/08/2024	Regular	0.00	2,575.00	99302
MT004044	Vault Health	08/08/2024	Regular	0.00	120.62	99303
MT004051	Verizon	08/08/2024	Regular	0.00	70.85	99304
MT004051	Verizon	08/08/2024	Regular	0.00	598.16	99305
MT004051	Verizon	08/08/2024	Regular	0.00	279.00	99306
MT004051	Verizon	08/08/2024	Regular	0.00	367.89	99307
MT004051	Verizon	08/08/2024	Regular	0.00	41.36	99308
MT004056	Verizon Wireless Services, LLC	08/08/2024	Regular	0.00	1,200.40	99309
MT004056	Verizon Wireless Services, LLC	08/08/2024	Regular	0.00	880.22	99310
MT004056	Verizon Wireless Services, LLC	08/08/2024	Regular	0.00	2,952.71	99311
MT004080	Vinay P. Setty	08/08/2024	Regular	0.00	350.00	99312
MT004189	William Tuttle	08/08/2024	Regular	0.00	150.00	99313
MT004198	Witmer Public Safety Group Inc.	08/08/2024	Regular	0.00	4,834.92	99314
MT001068	Drumheller Construction, Inc.	08/08/2024	Regular	0.00	115,422.92	99315
PAYR-PBA	Police Benevolent Association	08/01/2024	Bank Draft	0.00	1,353.00	DFT0000330
PAYR-POL PEN	U.S. Bank	08/01/2024	Bank Draft	0.00	9,716.19	DFT0000331
PAYR-PA SCDU	PA SCDU	08/01/2024	Bank Draft	0.00	530.77	DFT0000332
PAYR-401	Empower Retirement	08/01/2024	Bank Draft	0.00	18,165.82	DFT0000333
PAYR-457	Empower Retirement	08/01/2024	Bank Draft	0.00	19,501.22	DFT0000334
PAYR-PHILA	City of Philadelphia	08/01/2024	Bank Draft	0.00	315.70	DFT0000335

**Check Report**

**Date Range: 07/23/2024 - 08/08/2024**

**Vendor Number**  
PAYR-SITW

**Vendor Name**  
State of Pennsylvania

**Payment Date**    **Payment Type**  
07/31/2024    Bank-Draft

**Discount Amount**    **Payment Amount**    **Number**  
0.00    13,006.66    DFT0000336

**Bank Code POOL AP Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	369	162	0.00	1,349,023.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	7	7	0.00	62,589.36
EFT's	0	0	0.00	0.00
	<b>376</b>	<b>171</b>	<b>0.00</b>	<b>1,411,612.91</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	369	162	0.00	1,349,023.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	7	7	0.00	62,589.36
EFT's	0	0	0.00	0.00
	<b>376</b>	<b>171</b>	<b>0.00</b>	<b>1,411,612.91</b>

### Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	7/2024	35,086.92
99	Claim on Pooled Cash	8/2024	1,376,525.99
			<b>1,411,612.91</b>

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

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**SUBJECT:** Beer & Wine Mill Realty LP (formerly Keystone Home Brew) LD#657  
435 Doylestown Road  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chairwoman  
**INITIATED BY:** Marianne J. McConnell, Director of Planning and Zoning

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**BACKGROUND:**

Attached is a construction escrow release requested by Beer and Wine Mill Realty, for the former Keystone Home Brew, located at 435 Doylestown Road. The property was recently sold to Mitzvah Circle Foundation. Mitzvah Circle Foundation has established an escrow account to cover the cost of any outstanding improvements. This is the fifth release and will authorize Univest Bank to return \$49,910.60, held by the township, to Beer & Wine Mill Realty.

**MOTION/RESOLUTION:**

**MOTION** to authorize as part of the consent agenda.

The Beer & Wine Mill Realty LP  
PO BOX 287  
Montgomeryville PA 18936

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

July 1, 2024

Ms. McCreary

I am writing to request the release of any escrow funds held under the name of The Beer & Wine Mill Realty LP.

Background: The Beer & Wine Mill Realty LP (B&WM) was the equitable owner of 435 Doylestown Road, Montgomeryville PA. The B&WM entered into a Land Development Agreement with Montgomery Township to improve the property at 435 Doylestown Road on June 24, 2013. The B&WM sold the property at 435 Doylestown Road to the Mitzvah Circle Foundation on January 12, 2024. The Mitzvah Circle Foundation purchased the property "as is" and assumed all responsibilities related to the completion of the Land Development agreement. As a result of the land development agreement remaining incomplete at the time of the sale, outstanding financial accounts remain with Montgomery Township and Univest Bank Corporation that belong to the B&WM.

Specifically, I am asking for the release of funds in two separate escrow accounts created for the project. Both accounts were established with Montgomery Township as per the land development agreement. The first was established for "legal and engineering expenses"; the second for "administrative expenses". Additionally, an Escrow account was created at Univest Bank Corporation for the actual construction costs which were to be dispersed for approved invoices related to the property improvement. I was instructed by my relationship manager at Univest Corporation that the bank would need permission from Montgomery Township to release the remaining unutilized construction funds back to the B&WM.

Please let me know if any additional information is needed to proceed with the release of the funds.

Best Regards,



The Beer & Wine Mill Realty LP  
by: The Beer & Wine Mill General, LLC, *general partner*  
by: Jason Harris, member

[jasonh@stoneandkey.com](mailto:jasonh@stoneandkey.com)  
215-896-6450

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

Item #06e

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SUBJECT: Escrow Release #3 and Start of Maintenance – Luv Car Wash LDS#722  
739 Bethlehem Pike  
MEETING DATE: August 12, 2024  
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman  
INITIATED BY: Marianne J. McConnell, Director of Planning and Zoning

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**BACKGROUND:**

Attached is a construction escrow release, and start of maintenance, requested by Luv Car Wash Montgomeryville, for Luv Car Wash located at 739 Bethlehem Pike, as recommended by the Township Engineer.

The original amount of escrow was \$810,732.99, held as cash with the Township. This is the third release and is in the amount of \$119,786.00. The new balance will be \$0. This release is contingent upon delivery of a Maintenance Bond, in the amount of \$110,554.50, to be held throughout the 18-month maintenance period, as recommended by the Township Engineer, and subject to the satisfaction of the Township Solicitor, and payment of all outstanding invoices.

**MOTION/RESOLUTION:**

**MOTION** to authorize as part of the consent agenda.

**RELEASE OF ESCROW FORM**

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

Date: 07/29/2024

Development: LUV Car Wash - Montgomeryville - LDS-722  
Release #: 3

G&A Project #: 2021-09013.01

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$119,786.00. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

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

Date: 08/05/2024

Dear Ms. McCreary:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$119,786.00 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

James P. Dougherty 8/5/2024  
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from LUV Car Wash Northeast, LLC for LUV Car Wash - Montgomeryville - LDS-722, in the amount of \$119,786.00, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$119,786.00; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$119,786.00; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum contingent upon payment of any and all outstanding bills. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Cash with Montgomery Township in total sum of \$810,732.99 pursuant to a signed Land Development Agreement and that \$690,946.99 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$0.00 in escrow.

MOTION BY: \_\_\_\_\_  
SECOND BY: \_\_\_\_\_  
DATED: \_\_\_\_\_  
RELEASED BY: \_\_\_\_\_  
Department Director

VOTE: \_\_\_\_\_



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

August 5, 2024

File No. 2021-09013.01

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

Reference: LUV Car Wash - Montgomeryville – LDS#722  
Escrow Release 3 – Start of Maintenance Period

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the project referenced above. This letter is to certify that the improvements noted on the enclosed escrow summary in the amount of \$119,786.00 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

We recommend the start of the 18-month maintenance period upon Township receipt of maintenance security in an amount of \$110,554.50.

The following landscape deficiencies should be addressed as soon as possible during the next planting season:

1. Nine (9) Ilex crenata 'Compacta' are dead and must be replaced.
2. Twenty-seven (27) Ilex glabra 'Shamrock' are dead and must be replaced.
3. Four (4) Itea virginica 'Henry's Garnet' are dead and must be replaced.

Please be advised that the improvements associated with this project will be subject to a final inspection at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

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

Sincerely,

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

JPD/sl

Enclosure: Release of Escrow Form (8/5/24), Summary of Improvement Escrow Account (8/5/24)

cc: Marianne McConnell, Director of Planning and Zoning – Montgomery Township  
Mary Gambino, Project Coordinator – Montgomery Township  
John Walko, Esq., Solicitor – Kilkenny Law  
Josh Kingsley – LUV Car Wash – Applicant  
Ryan Slattery, PE, CPESC, LEED AP – Irish Consulting Services  
Valerie Liggett, R.L.A. ISA Certified Arborist – Gilmore & Associates, Inc.

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





**ESCROW RELEASE NO.: 3**

DATE PREPARED: 5-Aug-2024

PROJECT NAME: LUV Car Wash - Montgomeryville	TOTAL ENG/INSPI/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: LUV Car Wash Northeast, LLC	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO: LDS-722
ESCROW AGENT: Montgomery Township		G&A PROJECT NO.: 2021-09013 01
TYPE OF SECURITY: Cash	MAINTENANCE BOND AMOUNT (15%): \$ 110,554.50	AGREEMENT DATE: 4-May-2023

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$ 737,029.99	\$ 46,083.00	\$ 690,946.99	\$ 737,029.99	\$ -
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YY = SX,XX)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 73,703.00	\$ 73,703.00	\$ -	\$ 73,703.00	\$ -
<b>TOTAL</b>	<b>\$ 810,732.99</b>	<b>\$ 119,786.00</b>	<b>\$ 690,946.99</b>	<b>\$ 810,732.99</b>	<b>\$ -</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>A. DEMOLITION, CLEARING</b>												
1. Building Removal	SF	8,225	\$ 3.50	\$ 28,787.50	\$ -	\$ -	8,225.00	\$ 28,787.50	8,225.00	\$ 28,787.50	\$ -	\$ -
2. Curb Removal	LF	1,495	\$ 8.00	\$ 11,960.00	\$ -	\$ -	1,495.00	\$ 11,960.00	1,495.00	\$ 11,960.00	\$ -	\$ -
3. Asphalt Pavement Removal	SY	2,600	\$ 3.00	\$ 7,800.00	\$ -	\$ -	2,600.00	\$ 7,800.00	2,600.00	\$ 7,800.00	\$ -	\$ -
4. Concrete Removal (4"-6" Depth)	SF	4,040	\$ 0.75	\$ 3,030.00	\$ -	\$ -	4,040.00	\$ 3,030.00	4,040.00	\$ 3,030.00	\$ -	\$ -
5. Sawcut Asphalt	LF	355	\$ 3.00	\$ 1,065.00	\$ -	\$ -	355.00	\$ 1,065.00	355.00	\$ 1,065.00	\$ -	\$ -
6. Pavement Striping Removal	SF	280	\$ 5.00	\$ 1,400.00	\$ -	\$ -	280.00	\$ 1,400.00	280.00	\$ 1,400.00	\$ -	\$ -
7. Sign and Post Removal	EA	2	\$ 36.50	\$ 73.00	\$ -	\$ -	2.00	\$ 73.00	2.00	\$ 73.00	\$ -	\$ -
8. Storm Structure Removal	EA	3	\$ 500.00	\$ 1,500.00	\$ -	\$ -	3.00	\$ 1,500.00	3.00	\$ 1,500.00	\$ -	\$ -
9. Tree Removal, 6"-12" Caliper	EA	3	\$ 200.00	\$ 600.00	\$ -	\$ -	3.00	\$ 600.00	3.00	\$ 600.00	\$ -	\$ -
10. Tree Removal, 13"-18" Caliper	EA	8	\$ 300.00	\$ 2,400.00	\$ -	\$ -	8.00	\$ 2,400.00	8.00	\$ 2,400.00	\$ -	\$ -
11. Tree Removal, 19"-24" Caliper	EA	1	\$ 300.00	\$ 300.00	\$ -	\$ -	1.00	\$ 300.00	1.00	\$ 300.00	\$ -	\$ -
<b>B. SOIL EROSION AND SEDIMENT CONTROL</b>												
1. Construction Entrance	EA	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	1.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ -	\$ -
2. Concrete Washout	EA	1	\$ 500.00	\$ 500.00	\$ -	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	\$ -	\$ -
3. 8" Silt Sock	LF	180	\$ 5.25	\$ 945.00	\$ -	\$ -	180.00	\$ 945.00	180.00	\$ 945.00	\$ -	\$ -
4. 18" Silt Sock	LF	88	\$ 7.50	\$ 660.00	\$ -	\$ -	88.00	\$ 660.00	88.00	\$ 660.00	\$ -	\$ -
5. 24" Silt Sock	LF	268	\$ 9.75	\$ 2,613.00	\$ -	\$ -	268.00	\$ 2,613.00	268.00	\$ 2,613.00	\$ -	\$ -
6. Tree Protection Fencing	LF	137	\$ 2.25	\$ 308.25	\$ -	\$ -	137.00	\$ 308.25	137.00	\$ 308.25	\$ -	\$ -
7. Inlet Protection (Silt Sack)	EA	5	\$ 150.00	\$ 750.00	\$ -	\$ -	5.00	\$ 750.00	5.00	\$ 750.00	\$ -	\$ -
8. Topsoil Stockpile	EA	1	\$ 750.00	\$ 750.00	\$ -	\$ -	1.00	\$ 750.00	1.00	\$ 750.00	\$ -	\$ -
<b>C. EARTHWORK</b>												
1. Site Grading	SF	3,800	\$ 7.50	\$ 28,500.00	\$ -	\$ -	3,800.00	\$ 28,500.00	3,800.00	\$ 28,500.00	\$ -	\$ -
2. Fine Grading	SF	4,900	\$ 5.00	\$ 24,500.00	\$ -	\$ -	4,900.00	\$ 24,500.00	4,900.00	\$ 24,500.00	\$ -	\$ -
<b>D. STORMWATER</b>												
1. Tie Into Existing Pipe	EA	3	\$ 2,250.00	\$ 6,750.00	\$ -	\$ -	3.00	\$ 6,750.00	3.00	\$ 6,750.00	\$ -	\$ -
2. Standard 4' Dia. Manhole	EA	7	\$ 2,500.00	\$ 17,500.00	\$ -	\$ -	7.00	\$ 17,500.00	7.00	\$ 17,500.00	\$ -	\$ -
3. Standard Type 'M' Inlet	EA	1	\$ 1,750.00	\$ 1,750.00	\$ -	\$ -	1.00	\$ 1,750.00	1.00	\$ 1,750.00	\$ -	\$ -
4. Standard Type 'C' Inlet	EA	4	\$ 2,000.00	\$ 8,000.00	\$ -	\$ -	4.00	\$ 8,000.00	4.00	\$ 8,000.00	\$ -	\$ -
5. FlexStorm Inlet Filters	EA	5	\$ 900.00	\$ 4,500.00	\$ -	\$ -	5.00	\$ 4,500.00	5.00	\$ 4,500.00	\$ -	\$ -
6. ADS Stormtech MC3500 Underground Basin	CF	14,771	\$ 7.44	\$ 109,896.24	\$ -	\$ -	14,771.00	\$ 109,896.24	14,771.00	\$ 109,896.24	\$ -	\$ -
7. 6 in. HDPE (inc. PennDOT 2B backfill)	LF	20	\$ 11.00	\$ 220.00	\$ -	\$ -	20.00	\$ 220.00	20.00	\$ 220.00	\$ -	\$ -
8. 8 in. HDPE (inc. PennDOT 2B backfill)	LF	126	\$ 13.00	\$ 1,638.00	\$ -	\$ -	126.00	\$ 1,638.00	126.00	\$ 1,638.00	\$ -	\$ -
9. 15 in. HDPE (inc. PennDOT 2B backfill)	LF	405	\$ 34.00	\$ 13,770.00	\$ -	\$ -	405.00	\$ 13,770.00	405.00	\$ 13,770.00	\$ -	\$ -
10. 18 in. HDPE (inc. PennDOT 2B backfill)	LF	73	\$ 39.00	\$ 2,847.00	\$ -	\$ -	73.00	\$ 2,847.00	73.00	\$ 2,847.00	\$ -	\$ -
11. 24 in. HDPE (inc. PennDOT 2B backfill)	LF	14	\$ 45.00	\$ 630.00	\$ -	\$ -	14.00	\$ 630.00	14.00	\$ 630.00	\$ -	\$ -



**ESCROW RELEASE NO.: 3**

DATE PREPARED: 5-Aug-2024

<b>PROJECT NAME:</b> LUV Car Wash - Montgomeryville	<b>TOTAL ENGINSP/LEGAL (CASH ESCROW):</b> \$ 45,000.00	<b>MONTGOMERY TOWNSHIP</b>
<b>DEVELOPER:</b> LUV Car Wash Northeast, LLC	<b>TOTAL ADMINISTRATION (CASH ESCROW):</b> \$ 5,000.00	<b>TOWNSHIP NO.:</b> LDS-722
<b>ESCROW AGENT:</b> Montgomery Township		<b>G&amp;A PROJECT NO.:</b> 2021-09013.01
<b>TYPE OF SECURITY:</b> Cash	<b>MAINTENANCE BOND AMOUNT (15%):</b> \$ 110,554.50	<b>AGREEMENT DATE:</b> 4-May-2023

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$ 737,029.99	\$ 46,083.00	\$ 690,946.99	\$ 737,029.99	\$ -
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YY = \$X.XX)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 73,703.00	\$ 73,703.00	\$ -	\$ 73,703.00	\$ -
<b>TOTAL</b>	<b>\$ 810,732.99</b>	<b>\$ 119,786.00</b>	<b>\$ 690,946.99</b>	<b>\$ 810,732.99</b>	<b>\$ -</b>

	CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
						QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>E.</b>	<b>UTILITIES</b>												
	<b>SEWER</b>												
	1. Concrete Encasement	LF	50	\$ 50.00	\$ 2,500.00		\$ -	50.00	\$ 2,500.00	50.00	\$ 2,500.00		\$ -
	2. 5' Dia Sanitary Manhole	EA	1	\$ 6,000.00	\$ 6,000.00		\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00		\$ -
	3. 1,500 Gallon Oil Water Sperator	EA	1	\$ 36,000.00	\$ 36,000.00		\$ -	1.00	\$ 36,000.00	1.00	\$ 36,000.00		\$ -
	4. Water Reclamation System	EA	1	\$ 40,000.00	\$ 40,000.00		\$ -	1.00	\$ 40,000.00	1.00	\$ 40,000.00		\$ -
	5. Sanitary Cleanout	EA	25	\$ 300.00	\$ 7,500.00		\$ -	25.00	\$ 7,500.00	25.00	\$ 7,500.00		\$ -
	<b>WATER</b>												
	6. Water Meter Pit 3" - 4"	EA	1	\$ 15,000.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -
	7. 1" Type K Copper Line	LF	214	\$ 20.00	\$ 4,280.00		\$ -	214.00	\$ 4,280.00	214.00	\$ 4,280.00		\$ -
	8. 2" Type K Copper Line	LF	142	\$ 30.00	\$ 4,260.00		\$ -	142.00	\$ 4,260.00	142.00	\$ 4,260.00		\$ -
	<b>ELECTRIC</b>												
	9. Trenching, 4' Depth, Conduit by Others	LF	138	\$ 6.00	\$ 828.00		\$ -	138.00	\$ 828.00	138.00	\$ 828.00		\$ -
<b>F.</b>	<b>CONCRETE</b>												
	1. Concrete Curb On-Site	LF	1,550	\$ 15.00	\$ 23,250.00		\$ -	1,550.00	\$ 23,250.00	1,550.00	\$ 23,250.00		\$ -
	2. Concrete Depressed Curb On-Site	LF	105	\$ 20.00	\$ 2,100.00		\$ -	105.00	\$ 2,100.00	105.00	\$ 2,100.00		\$ -
	3. Concrete Sidewalk 4" Depth	SF	2,425	\$ 6.00	\$ 14,550.00	2,425.00	\$ 14,550.00		\$ -	2,425.00	\$ 14,550.00		\$ -
	4. ADA/PennDOT Compliant Ramp	EA	5	\$ 1,500.00	\$ 7,500.00		\$ -	5.00	\$ 7,500.00	5.00	\$ 7,500.00		\$ -
	5. Detectable Warning Surface	SF	50	\$ 100.00	\$ 5,000.00		\$ -	50.00	\$ 5,000.00	50.00	\$ 5,000.00		\$ -
	6. Concrete Pavement, 6" Depth	SF	19,530	\$ 8.00	\$ 156,240.00		\$ -	19,530.00	\$ 156,240.00	19,530.00	\$ 156,240.00		\$ -
	7. Subbase (No. 2A), 6" Depth	SY	2,170	\$ 6.00	\$ 13,020.00		\$ -	2,170.00	\$ 13,020.00	2,170.00	\$ 13,020.00		\$ -
<b>G.</b>	<b>LANDSCAPING AND LIGHTING</b>												
	1. Shade Tree (2 1/2" - 3" caliper)	EA	17	\$ 450.00	\$ 7,650.00		\$ -	17.00	\$ 7,650.00	17.00	\$ 7,650.00		\$ -
	2. Ornamental Treet (2" - 2 1/2" caliper or 8-10")	EA	7	\$ 400.00	\$ 2,800.00		\$ -	7.00	\$ 2,800.00	7.00	\$ 2,800.00		\$ -
	3. Evergreen Shrubs & Deciduous Shrubs (24" - 30")	EA	10	\$ 90.00	\$ 900.00		\$ -	10.00	\$ 900.00	10.00	\$ 900.00		\$ -
	4. Evergreen Shrubs & Deciduous Shrubs (31" - 36")	EA	131	\$ 90.00	\$ 11,790.00		\$ -	131.00	\$ 11,790.00	131.00	\$ 11,790.00		\$ -
	5. Evergreen Shrubs & Deciduous Shrubs (4' - 6')	EA	12	\$ 105.00	\$ 1,260.00		\$ -	12.00	\$ 1,260.00	12.00	\$ 1,260.00		\$ -
	6. Groundcover Shrubs (15" - 18" spread)	EA	93	\$ 35.00	\$ 3,255.00		\$ -	93.00	\$ 3,255.00	93.00	\$ 3,255.00		\$ -
	7. Ornamental Grasses	EA	33	\$ 12.00	\$ 396.00		\$ -	33.00	\$ 396.00	33.00	\$ 396.00		\$ -
	8. Riverstone and Weed Barrier Fabric	CY	52	\$ 45.00	\$ 2,340.00		\$ -	52.00	\$ 2,340.00	52.00	\$ 2,340.00		\$ -
	9. Woodchip Mulch	CY	60	\$ 30.00	\$ 1,800.00		\$ -	60.00	\$ 1,800.00	60.00	\$ 1,800.00		\$ -
	10. Single LED Setup with 30" Exposed Foundation (25' Mounting Height)	EA	5	\$ 4,200.00	\$ 21,000.00		\$ -		\$ -	5.00	\$ 21,000.00		\$ -
						5.00	\$ 21,000.00		\$ -		\$ -		\$ -



**ESCROW RELEASE NO.: 3**

DATE PREPARED: 5-Aug-2024

PROJECT NAME: LUV Car Wash - Montgomeryville	TOTAL ENG/NSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: LUV Car Wash Northeast, LLC	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-722
ESCROW AGENT: Montgomery Township		G&A PROJECT NO.: 2021-09013.01
TYPE OF SECURITY: Cash	MAINTENANCE BOND AMOUNT (15%): \$ 110,554.50	AGREEMENT DATE: 4-May-2023

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$ 737,029.99	\$ 46,083.00	\$ 690,946.99	\$ 737,029.99	\$ -
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of MM/DD/YY = \$X.XX)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 73,703.00	\$ 73,703.00	\$ -	\$ 73,703.00	\$ -
<b>TOTAL</b>	<b>\$ 810,732.99</b>	<b>\$ 119,786.00</b>	<b>\$ 690,946.99</b>	<b>\$ 810,732.99</b>	<b>\$ -</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>H. STRIPING AND SIGNAGE</b>												
1. 4" Wide Thermoplastic Striping	LF	1,530	\$ 0.75	\$ 1,147.50		\$ -	1,530.00	\$ 1,147.50	1,530.00	\$ 1,147.50		\$ -
2. On-Site Painted Directional Arrows	EA	12	\$ 100.00	\$ 1,200.00	12.00	\$ 1,200.00		\$ -	12.00	\$ 1,200.00		\$ -
3. Painted Handicap Symbols	EA	1	\$ 125.00	\$ 125.00		\$ -	1.00	\$ 125.00	1.00	\$ 125.00		\$ -
4. Painted Stop and No Entry	EA	3	\$ 175.00	\$ 525.00	3.00	\$ 525.00		\$ -	3.00	\$ 525.00		\$ -
5. Handicap Parking Signs	EA	1	\$ 225.00	\$ 225.00		\$ -	1.00	\$ 225.00	1.00	\$ 225.00		\$ -
6. Crosswalk Striping	LF	69	\$ 50.00	\$ 3,450.00		\$ -	69.00	\$ 3,450.00	69.00	\$ 3,450.00		\$ -
7. Traffic Control Signs	SF	93	\$ 12.50	\$ 1,162.50		\$ -	93.00	\$ 1,162.50	93.00	\$ 1,162.50		\$ -
<b>G. MISCELLANEOUS</b>												
1. Concrete Bollards	EA	29	\$ 350.00	\$ 10,150.00		\$ -	29.00	\$ 10,150.00	29.00	\$ 10,150.00		\$ -
2. Accessibility Railings	LF	109	\$ 12.00	\$ 1,308.00	109.00	\$ 1,308.00		\$ -	109.00	\$ 1,308.00		\$ -
3. Trash Enclosure	EA	1	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00		\$ -
4. Grass Pavers	SF	783	\$ 25.00	\$ 19,575.00		\$ -	783.00	\$ 19,575.00	783.00	\$ 19,575.00		\$ -
5. Construction Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -
6. As-Built Plans	LS	1	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		\$ -	1.00	\$ 4,000.00		\$ -
<b>H. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC §509(h)</b>												
1. 10% Annual Construction Cost Increase (Balance as of MM/DD/YY - \$X.XX)	LS		\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
<b>I. CONTINGENCY</b>												
1. 10% Contingency (Released upon certification of completion and receipt of Maintenance Bond)	LS	1	\$ 73,703.00	\$ 73,703.00	1.00	\$ 73,703.00		\$ -	1.00	\$ 73,703.00		\$ -

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY  
Item #06f

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SUBJECT: Escrow Release #10 Westrum Montgomeryville LD#717 - 415 Stump Road  
MEETING DATE: August 12, 2024  
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman  
INITIATED BY: Marianne McConnell, Director of Planning and Zoning

---

**BACKGROUND:**

Attached is a construction escrow release requested by Westrum Montgomeryville, located at 415 Stump Road, as recommended by the Township Engineer.

The original amount of escrow was \$4,163,396.33, held as a Tri-Party Agreement with Mid Penn Bank. This is the 10th release and is in the amount of \$232,756.50. The new balance would be \$567,757.20.

**MOTION/RESOLUTION:**

**MOTION** to authorize as part of the consent agenda.

**RELEASE OF ESCROW FORM**

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

Date: 07/31/2024

Development: Westrum Montgomeryville - 415 Stump Road - LDS-717  
Release #: 10

G&A Project #: 2015-04049-02

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$232,756.50. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

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

Date: 08/06/2024

Dear Ms. McCreary:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$232,756.50 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

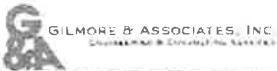
James P. Dougherty 8/6/2024  
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from CSW Luxor VII Montgomeryville, L.P. for Westrum Montgomeryville - 415 Stump Road - LDS-717 in the amount of \$232,756.50, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$232,756.50; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$232,756.50; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Tri-Party Agreement with Montgomery Township in total sum of \$4,163,396.33 pursuant to a signed Land Development Agreement and that \$3,362,882.63 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$567,757.20 in escrow.

MOTION BY: \_\_\_\_\_  
SECOND BY: \_\_\_\_\_  
DATED: \_\_\_\_\_  
RELEASED BY: \_\_\_\_\_  
Department Director

VOTE: \_\_\_\_\_



**ESCROW RELEASE NO.: 10**

DATE PREPARED: 6-Aug-2024

<b>PROJECT NAME:</b> Westrum Montgomeryville - 415 Stump Road	<b>TOTAL ENG/INSPI/LEGAL (CASH ESCROW):</b> \$ 45,000.00	<b>MONTGOMERY TOWNSHIP</b>
<b>DEVELOPER:</b> CSW Luxar VII Montgomeryville, L.P	<b>TOTAL ADMINISTRATION (CASH ESCROW):</b> \$ 5,000.00	<b>TOWNSHIP NO:</b> LDS-717
<b>ESCROW AGENT:</b> Mid Penn Bank		<b>G&amp;A PROJECT NO:</b> 2015-04049-02
<b>TYPE OF SECURITY:</b> Tri-Party Agreement	<b>MAINTENANCE BOND AMOUNT (15%):</b> \$ 567,735.86	<b>AGREEMENT DATE:</b> 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$ 3,784,905.75	\$ 232,756.50	\$ 3,273,799.25	\$ 3,506,555.75	\$ 278,350.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - Sx,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
<b>TOTAL</b>	<b>\$ 4,163,396.33</b>	<b>\$ 232,756.50</b>	<b>\$ 3,362,882.63</b>	<b>\$ 3,595,639.13</b>	<b>\$ 567,757.20</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>A. SOIL EROSION AND SEDIMENT CONTROL</b>												
1. 12" Silt Sock	LF	3,068	\$ 8.00	\$ 24,544.00	\$ -	\$ -	3,068.00	\$ 24,544.00	3,068.00	\$ 24,544.00	\$ -	\$ -
2. 18" Silt Sock	LF	209	\$ 8.50	\$ 1,776.50	\$ -	\$ -	209.00	\$ 1,776.50	209.00	\$ 1,776.50	\$ -	\$ -
3. 24" Silt Sock	LF	296	\$ 9.00	\$ 2,664.00	\$ -	\$ -	296.00	\$ 2,664.00	296.00	\$ 2,664.00	\$ -	\$ -
4. CFS Sediment Trap	LF	363	\$ 45.00	\$ 16,335.00	\$ -	\$ -	363.00	\$ 16,335.00	363.00	\$ 16,335.00	\$ -	\$ -
5. Rock Construction Entrance	EA	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	1.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ -	\$ -
6. Concrete Washout	EA	1	\$ 850.00	\$ 850.00	\$ -	\$ -	1.00	\$ 850.00	1.00	\$ 850.00	\$ -	\$ -
7. Erosion Control Blankets	SY	2,778	\$ 2.25	\$ 6,250.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,778.00	\$ 6,250.50
8. Inlet Protection	EA	13	\$ 150.00	\$ 1,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13.00	\$ 1,950.00
<b>B. EARTHWORK</b>												
1. Strip Topsoil and Stockpile/Remove	SY	27,500	\$ 3.00	\$ 82,500.00	\$ -	\$ -	27,500.00	\$ 82,500.00	27,500.00	\$ 82,500.00	\$ -	\$ -
2. Cut Fill & Compact/Remove	CY	25,000	\$ 2.50	\$ 62,500.00	\$ -	\$ -	25,000.00	\$ 62,500.00	25,000.00	\$ 62,500.00	\$ -	\$ -
3. Rough Grade Site	SF	225,000	\$ 0.75	\$ 168,750.00	\$ -	\$ -	225,000.00	\$ 168,750.00	225,000.00	\$ 168,750.00	\$ -	\$ -
4. Respread Topsoil	LS	1	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ -	\$ -
<b>C. UTILITIES</b>												
1. 6" PVC (With Backfill)	LF	38	\$ 50.00	\$ 1,900.00	\$ -	\$ -	38.00	\$ 1,900.00	38.00	\$ 1,900.00	\$ -	\$ -
2. 8" PVC (With Backfill)	LF	1,267	\$ 75.00	\$ 95,025.00	\$ -	\$ -	1,267.00	\$ 95,025.00	1,267.00	\$ 95,025.00	\$ -	\$ -
3. Sewer Manhole	EA	9	\$ 5,000.00	\$ 45,000.00	\$ -	\$ -	9.00	\$ 45,000.00	9.00	\$ 45,000.00	\$ -	\$ -
4. Sewer Testing/Televise	LS	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	1.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ -	\$ -
5. 4" DIP Water Line	LF	232	\$ 40.00	\$ 9,280.00	\$ -	\$ -	232.00	\$ 9,280.00	232.00	\$ 9,280.00	\$ -	\$ -
6. 6" DIP Water Line	LF	1,169	\$ 60.00	\$ 70,140.00	\$ -	\$ -	1,169.00	\$ 70,140.00	1,169.00	\$ 70,140.00	\$ -	\$ -
7. 8" DIP Water	LF	300	\$ 75.00	\$ 22,500.00	\$ -	\$ -	300.00	\$ 22,500.00	300.00	\$ 22,500.00	\$ -	\$ -
8. Fire Hydrant	EA	1	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -	\$ -
9. Water Misc.	LS	1	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	\$ -
<b>D. STORMWATER</b>												
1. 4" PVC	LF	548	\$ 25.00	\$ 13,700.00	\$ -	\$ -	548.00	\$ 13,700.00	548.00	\$ 13,700.00	\$ -	\$ -
2. 15" HDPE Pipe	LF	304	\$ 40.00	\$ 12,160.00	\$ -	\$ -	304.00	\$ 12,160.00	304.00	\$ 12,160.00	\$ -	\$ -
3. 18" HDPE Pipe	LF	219	\$ 45.00	\$ 9,855.00	\$ -	\$ -	219.00	\$ 9,855.00	219.00	\$ 9,855.00	\$ -	\$ -
4. 24" HDPE Pipe	LF	352	\$ 55.00	\$ 19,360.00	\$ -	\$ -	352.00	\$ 19,360.00	352.00	\$ 19,360.00	\$ -	\$ -
5. 36" HDPE Pipe	LF	79	\$ 65.00	\$ 5,135.00	\$ -	\$ -	79.00	\$ 5,135.00	79.00	\$ 5,135.00	\$ -	\$ -
6. Storm Drain Structure- Onsite Type "C" Inlet	EA	13	\$ 2,500.00	\$ 32,500.00	\$ -	\$ -	13.00	\$ 32,500.00	13.00	\$ 32,500.00	\$ -	\$ -
7. Storm Drain Structure- Manhole	EA	11	\$ 4,500.00	\$ 49,500.00	\$ -	\$ -	11.00	\$ 49,500.00	11.00	\$ 49,500.00	\$ -	\$ -
8. Flared End Sections	EA	1	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	1.00	\$ 5,500.00	1.00	\$ 5,500.00	\$ -	\$ -
9. Outlet Structure	EA	3	\$ 12,000.00	\$ 36,000.00	\$ -	\$ -	3.00	\$ 36,000.00	3.00	\$ 36,000.00	\$ -	\$ -
10. BMP #1 MRC Bioretention Basin	LS	1	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	0.80	\$ 52,000.00	0.80	\$ 52,000.00	0.20	\$ 13,000.00
11. BMP #2 Dry Extended Detention Basin (36" HDPE & Stone)	LS	1	\$ 381,000.00	\$ 381,000.00	\$ -	\$ -	1.00	\$ 381,000.00	1.00	\$ 381,000.00	\$ -	\$ -
12. BMP #3 Dry Extended Detention Basin (36" HDPE & Stone)	LS	1	\$ 287,000.00	\$ 287,000.00	\$ -	\$ -	1.00	\$ 287,000.00	1.00	\$ 287,000.00	\$ -	\$ -
13. Rip Rap	SY	25	\$ 90.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25.00	\$ 2,250.00
14. Bioretention Planting Soil	CY	293	\$ 80.00	\$ 23,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	293.00	\$ 23,440.00
15. Bioretention Fence	LF	383	\$ 35.00	\$ 13,405.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	383.00	\$ 13,405.00
16. Level Spreader	LF	147	\$ 50.00	\$ 7,350.00	\$ -	\$ -	147.00	\$ 7,350.00	147.00	\$ 7,350.00	\$ -	\$ -



<b>PROJECT NAME:</b> Westrum Montgomeryville - 415 Stump Road	<b>TOTAL ENGINEERING (CASH ESCROW):</b> \$ 45,000.00	<b>MONTGOMERY TOWNSHIP</b>
<b>DEVELOPER:</b> CSW Luxor VII Montgomeryville, L.P.	<b>TOTAL ADMINISTRATION (CASH ESCROW):</b> \$ 5,000.00	<b>TOWNSHIP NO.:</b> LDS-717
<b>ESCROW AGENT:</b> Mid Penn Bank		<b>G&amp;A PROJECT NO.:</b> 2015-04049-02
<b>TYPE OF SECURITY:</b> Tri-Party Agreement	<b>MAINTENANCE BOND AMOUNT (15%):</b> \$ 567,735.86	<b>AGREEMENT DATE:</b> 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 232,756.50	\$ 3,273,799.25	\$ 3,506,555.75	\$ 279,350.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
<b>TOTAL</b>	<b>\$ 4,163,396.33</b>	<b>\$ 232,756.50</b>	<b>\$ 3,362,882.63</b>	<b>\$ 3,595,639.13</b>	<b>\$ 567,757.20</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)		
					QTY	COST	QTY	COST	QTY	COST	QTY	COST	
<b>E. PAVING AND PARKING AREA</b>													
1	Fine Grade Paving	SY	12,078	\$ 2.75	\$ 33,214.50			12,078	\$ 33,214.50	12,078	\$ 33,214.50		
2	6 in. 2A Subbase	SY	7,905	\$ 7.00	\$ 55,342.00			7,905	\$ 55,342.00	7,905	\$ 55,342.00		
3	8 in. 2A Subbase	SY	4,172	\$ 8.00	\$ 33,376.00			4,172	\$ 33,376.00	4,172	\$ 33,376.00		
4	1.5 in. 25mm Base Course	SY	12,078	\$ 18.00	\$ 217,404.00			12,078	\$ 217,404.00	12,078	\$ 217,404.00		
5	Sweep and Tack Coat	SY	12,078	\$ 0.50	\$ 6,039.00	12,078	\$ 6,039.00		\$ -	12,078	\$ 6,039.00		
6	1.0 in. 9.5mm Wearing Course	SY	12,078	\$ 10.00	\$ 120,780.00	12,078	\$ 120,780.00		\$ -	12,078	\$ 120,780.00		
7	Trail Paving	SY	115	\$ 30.00	\$ 3,450.00			115	\$ 3,450.00	115	\$ 3,450.00		
8	Proposed Emergency Staging Area	SF	3,246	\$ 6.50	\$ 21,099.00	373	\$ 2,424.50	2,873	\$ 18,674.50	3,246	\$ 21,099.00		
9	Joint Seal	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ -	1	\$ 2,500.00		
<b>F. CONCRETE AND PAVERS</b>													
1	Belgian Block Curb	LF	4,260	\$ 28.00	\$ 119,280.00			4,260	\$ 119,280.00	4,260	\$ 119,280.00		
2	Concrete Sidewalk	SF	5,525	\$ 12.00	\$ 66,300.00			5,525	\$ 66,300.00	5,525	\$ 66,300.00		
3	Grass Pavers	SF	2,976	\$ 24.00	\$ 71,424.00	1,632	\$ 39,168.00		\$ -	1,632	\$ 39,168.00	1,344	\$ 32,256.00
4	ADA Ramps	EA	7	\$ 2,500.00	\$ 17,500.00			7	\$ 17,500.00	7	\$ 17,500.00		
<b>G. LANDSCAPING</b>													
1	Evergreen Trees	EA	83	\$ 550.00	\$ 45,650.00				\$ -		\$ -	83	\$ 45,650.00
2	Deciduous Trees	EA	46	\$ 600.00	\$ 27,600.00				\$ -		\$ -	46	\$ 27,600.00
3	Ornamental Trees	EA	36	\$ 400.00	\$ 14,400.00				\$ -		\$ -	36	\$ 14,400.00
4	Evergreen Shrubs	EA	103	\$ 90.00	\$ 9,270.00				\$ -		\$ -	103	\$ 9,270.00
5	Deciduous Shrubs	EA	138	\$ 90.00	\$ 12,420.00				\$ -		\$ -	138	\$ 12,420.00
6	Ornamental Grasses	EA	280	\$ 15.00	\$ 4,200.00				\$ -		\$ -	280	\$ 4,200.00
7	Sleep Slope Landscaping - Sod	SF	10,981	\$ 0.35	\$ 3,843.35				\$ -		\$ -	10,981	\$ 3,843.35
8	Sleep Slope Landscaping - Gro-Low Sumac	EA	1,625	\$ 10.00	\$ 16,250.00				\$ -		\$ -	1,625	\$ 16,250.00
9	Turf Grass Seeding	SF	35,002	\$ 0.10	\$ 3,500.20				\$ -		\$ -	35,002	\$ 3,500.20
10	Mulch	SF	12,568	\$ 0.30	\$ 3,770.40				\$ -		\$ -	12,568	\$ 3,770.40
11	Ernst Seed Mix - 180-1 (15lb/Acre or 0.0003 lb/SF)	SF	1,653	\$ 0.20	\$ 330.60				\$ -		\$ -	1,653	\$ 330.60
12	PennDOT Formula L Seed Mix	SF	5,093	\$ 0.15	\$ 763.95				\$ -		\$ -	5,093	\$ 763.95
<b>H. LIGHTING</b>													
1	On-site Light Fixtures	EA	18	\$ 4,500.00	\$ 81,000.00			18	\$ 81,000.00	18	\$ 81,000.00		
<b>I. MISCELLANEOUS</b>													
1	Construction Stakeout	LS	1	\$ 10,000.00	\$ 10,000.00			1	\$ 10,000.00	1	\$ 10,000.00		
2	Traffic & Directional Signage	EA	21	\$ 300.00	\$ 6,300.00				\$ -		\$ -	21	\$ 6,300.00
3	Pavement Striping	LS	1	\$ 15,000.00	\$ 15,000.00				\$ -		\$ -	1	\$ 15,000.00
4	As-Built Plans	LS	1	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -	1	\$ 10,000.00
5	Post-Construction Traffic Study	LS	1	\$ 10,000.00	\$ 10,000.00				\$ -		\$ -	1	\$ 10,000.00
6	Passenger Vehicle Wheel Stops	EA	20	\$ 125.00	\$ 2,500.00				\$ -		\$ -	20	\$ 2,500.00
7	Retaining Wall	SF	1,206	\$ 75.00	\$ 90,450.00			1,206	\$ 90,450.00	1,206	\$ 90,450.00		
8	Retaining Wall Fencing	LF	238	\$ 50.00	\$ 11,900.00	238	\$ 11,900.00		\$ -	238	\$ 11,900.00		
9	Pedestrian Fence	LF	1,427	\$ 35.00	\$ 49,945.00	1,427	\$ 49,945.00		\$ -	1,427	\$ 49,945.00		
10	Emergency Access Drive	SY	540	\$ 50.00	\$ 27,000.00			540	\$ 27,000.00	540	\$ 27,000.00		



PROJECT NAME: Westrum Montgomeryville - 415 Stump Road	TOTAL ENGIN/SP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
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ESCROW AGENT: Mid Penn Bank		G&A PROJECT NO.: 2015-04049-02
TYPE OF SECURITY: Tri-Party Agreement	MAINTENANCE BOND AMOUNT (15%): \$ 567,735.86	AGREEMENT DATE: 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 232,758.50	\$ 3,273,799.26	\$ 3,506,555.75	\$ 278,350.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
<b>TOTAL</b>	<b>\$ 4,163,396.33</b>	<b>\$ 232,758.50</b>	<b>\$ 3,362,882.63</b>	<b>\$ 3,595,639.13</b>	<b>\$ 567,757.20</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>J. HOP (Knapp Road &amp; Stump Road)</b>												
<u>SITE CLEARING &amp; DEMOLITION</u>												
1	Class 1 Excavation	CY	675	\$30.00	\$ 20,250.00	\$ -	\$ -	675.00	\$ 20,250.00	675.00	\$ 20,250.00	\$ -
2	Class 1B Excavation	CY	627	\$60.00	\$ 37,620.00	\$ -	\$ -	627.00	\$ 37,620.00	627.00	\$ 37,620.00	\$ -
<u>ROAD WORK</u>												
3	Plain Cement Concrete Curb	LF	1,740	\$ 100.00	\$ 174,000.00	\$ -	\$ -	1,740.00	\$ 174,000.00	1,740.00	\$ 174,000.00	\$ -
4	6" Subbase 2A	SY	950	\$ 14.00	\$ 13,300.00	\$ -	\$ -	950.00	\$ 13,300.00	950.00	\$ 13,300.00	\$ -
5	Milling of Bituminous Pavement	SY	4,905	\$ 5.00	\$ 24,525.00	\$ -	\$ -	4,905.00	\$ 24,525.00	4,905.00	\$ 24,525.00	\$ -
6	1.5" Wearing Course, SRL-H	SY	6,388	\$ 20.00	\$ 127,760.00	\$ -	\$ -	6,388.00	\$ 127,760.00	6,388.00	\$ 127,760.00	\$ -
7	2.5" Binder Course	SY	950	\$ 30.00	\$ 28,500.00	\$ -	\$ -	950.00	\$ 28,500.00	950.00	\$ 28,500.00	\$ -
8	6" Base Course	SY	950	\$ 60.00	\$ 57,000.00	\$ -	\$ -	950.00	\$ 57,000.00	950.00	\$ 57,000.00	\$ -
9	Class A Cement Concrete	SY	223	\$ 50.00	\$ 11,150.00	\$ -	\$ -	223.00	\$ 11,150.00	223.00	\$ 11,150.00	\$ -
10	Detectable Warning Surfaces	SF	105	\$ 60.00	\$ 6,300.00	\$ -	\$ -	105.00	\$ 6,300.00	105.00	\$ 6,300.00	\$ -
11	Tack Coat	SY	5,855	\$ 0.50	\$ 2,927.50	\$ -	\$ -	5,855.00	\$ 2,927.50	5,855.00	\$ 2,927.50	\$ -
12	Type 31-S Guide Rail	LF	140	\$ 55.00	\$ 7,700.00	\$ -	\$ -	140.00	\$ 7,700.00	140.00	\$ 7,700.00	\$ -
13	Relocate Fire Hydrant	EA	1	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ -
14	Utility Pole Relocations	EA	1	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	1.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ -
<u>PAVEMENT MARKINGS &amp; SIGNING</u>												
15	4" White Hot Thermoplastic Pavement Marking	LF	445	\$ 2.00	\$ 890.00	\$ -	\$ -	445.00	\$ 890.00	445.00	\$ 890.00	\$ -
16	6" White Hot Thermoplastic Pavement Marking	LF	750	\$ 3.00	\$ 2,250.00	\$ -	\$ -	750.00	\$ 2,250.00	750.00	\$ 2,250.00	\$ -
17	24" White Hot Thermoplastic Pavement Marking	LF	530	\$ 10.00	\$ 5,300.00	\$ -	\$ -	530.00	\$ 5,300.00	530.00	\$ 5,300.00	\$ -
18	4" Yellow Hot Thermoplastic Pavement Marking	LF	3,360	\$ 1.50	\$ 5,040.00	\$ -	\$ -	3,360.00	\$ 5,040.00	3,360.00	\$ 5,040.00	\$ -
19	24" Yellow Hot Thermoplastic Pavement Marking	LF	252	\$ 10.00	\$ 2,520.00	\$ -	\$ -	252.00	\$ 2,520.00	252.00	\$ 2,520.00	\$ -
20	White Hot Thermoplastic Pavement Marking Legend (Right)	EA	1	\$ 175.00	\$ 175.00	\$ -	\$ -	1.00	\$ 175.00	1.00	\$ 175.00	\$ -
21	White Hot Thermoplastic Pavement Marking Legend (Only)	EA	4	\$ 175.00	\$ 700.00	\$ -	\$ -	4.00	\$ 700.00	4.00	\$ 700.00	\$ -
22	White Hot Thermoplastic Pavement Marking Legend (Left)	EA	3	\$ 175.00	\$ 525.00	\$ -	\$ -	3.00	\$ 525.00	3.00	\$ 525.00	\$ -
23	Sign Assembly	EA	11	\$ 250.00	\$ 2,750.00	\$ -	\$ -	11.00	\$ 2,750.00	11.00	\$ 2,750.00	\$ -
<u>TRAFFIC SIGNAL</u>												
24	Traffic Signal Wiring	LF	1,525	\$ 2.25	\$ 3,431.25	\$ -	\$ -	1,525.00	\$ 3,431.25	1,525.00	\$ 3,431.25	\$ -
25	Traffic Signal Conduit & Backfill	LF	825	\$ 60.00	\$ 49,500.00	\$ -	\$ -	825.00	\$ 49,500.00	825.00	\$ 49,500.00	\$ -
26	Traffic Signal Junction Box, JB-27	EA	2	\$ 650.00	\$ 1,300.00	\$ -	\$ -	2.00	\$ 1,300.00	2.00	\$ 1,300.00	\$ -
27	Traffic Signal Head, 3-Section (12" Lense)	EA	2	\$ 825.00	\$ 1,650.00	\$ -	\$ -	2.00	\$ 1,650.00	2.00	\$ 1,650.00	\$ -
28	Traffic Signal Support, 14" Pedestal	EA	4	\$ 7,500.00	\$ 30,000.00	\$ -	\$ -	4.00	\$ 30,000.00	4.00	\$ 30,000.00	\$ -
29	Accessible Pedestrian Push Button	EA	4	\$ 1,250.00	\$ 5,000.00	\$ -	\$ -	4.00	\$ 5,000.00	4.00	\$ 5,000.00	\$ -
30	LED Countdown Ped Signal Heads	EA	4	\$ 750.00	\$ 3,000.00	\$ -	\$ -	4.00	\$ 3,000.00	4.00	\$ 3,000.00	\$ -
31	Traffic Signal Signage, Structure Mounted	SF	34	\$ 55.00	\$ 1,870.00	\$ -	\$ -	34.00	\$ 1,870.00	34.00	\$ 1,870.00	\$ -
<u>STORM DRAIN AND STORMWATER MANAGEMENT</u>												
32	18" RCP Pipe	LF	414	\$ 100.00	\$ 41,400.00	\$ -	\$ -	414.00	\$ 41,400.00	414.00	\$ 41,400.00	\$ -
33	Standard Inlet Box - Type C Top	EA	3	\$ 3,000.00	\$ 9,000.00	\$ -	\$ -	3.00	\$ 9,000.00	3.00	\$ 9,000.00	\$ -
34	Type 5 Inlet Box - Type C Top	EA	1	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ -
35	Type 6 Inlet Box - Type C Top	EA	1	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ -
36	Storm Drain Structure- Manhole	EA	1	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -





**ESCROW RELEASE NO.: 10**

DATE PREPARED: 6-Aug-2024

<b>PROJECT NAME:</b> Westrum Montgomeryville - 415 Stump Road	<b>TOTAL ENG/INSP/LEGAL (CASH ESCROW):</b> \$ 45,000.00	<b>MONTGOMERY TOWNSHIP</b>
<b>DEVELOPER:</b> CSW Luxor VII Montgomeryville, L.P.	<b>TOTAL ADMINISTRATION (CASH ESCROW):</b> \$ 5,000.00	<b>TOWNSHIP NO.:</b> LDS-717
<b>ESCROW AGENT:</b> Mid Penn Bank		<b>G&amp;A PROJECT NO.:</b> 2015-04049-02
<b>TYPE OF SECURITY:</b> Tri-Party Agreement	<b>MAINTENANCE BOND AMOUNT (15%):</b> \$ 567,735.86	<b>AGREEMENT DATE:</b> 12-Sep-2022

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$3,784,905.75	\$ 232,756.50	\$ 3,273,799.25	\$ 3,506,555.75	\$ 278,350.00
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 378,490.58	\$ -	\$ 89,083.38	\$ 89,083.38	\$ 289,407.20
<b>TOTAL</b>	<b>\$ 4,163,396.33</b>	<b>\$ 232,756.50</b>	<b>\$ 3,362,882.63</b>	<b>\$ 3,595,639.13</b>	<b>\$ 567,757.20</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>J. HOP (Knapp Road &amp; Stump Road)</b>												
<u>GENERAL ITEMS</u>												
37 Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ -	-	1.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ -	-
38 Stakeout	LS	1	\$ 7,500.00	\$ 7,500.00	\$ -	-	1.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ -	-
39 Maintenance and Protection of Traffic	LS	1	\$ 100,000.00	\$ 100,000.00	\$ -	-	1.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ -	-
40 Erosion & Sediment Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ -	-	1.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	-
<b>K. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$509(h)</b>												
1 10% Annual Construction Cost Increase	LS	1	\$ -	\$ -	\$ -	-		\$ -		\$ -	1.00	\$ -
<i>(Balance as of mm/dd/yyyy - \$x,xxx.xx)</i>												
<b>L. CONTINGENCY</b>												
1 10% Contingency (SITE)	LS	1	\$ 289,407.20	\$ 289,407.20	\$ -	-		\$ -		\$ -	1.00	\$ 289,407.20
2 10% Contingency (HOP)	LS	1	\$ 89,083.38	\$ 89,083.38	\$ -	-	1.00	\$ 89,083.38	1.00	\$ 89,083.38	\$ -	-
<i>(Released upon certification of completion and receipt of Maintenance Bond)</i>												

**NOTES:**

- 2022-09-09 Initial cost prepared for Agreements
- 2022-10-03 Release of HOP items held in escrow by PennDOT.



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

August 6, 2024

File No. 2015-04049-02

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

Reference: Westrum Montgomeryville – 425 Stump Road – LDS#717  
Escrow Release 10

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements noted on the enclosed escrow summary in the amount of \$232,756.50 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

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

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

Sincerely,

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

JPD/si

Enclosure: Release of Escrow Form (8/6/24), Summary of Improvement Escrow Account (8/6/24)

cc: Marianne McConnell, Director of Planning and Zoning – Montgomery Township  
Mary Gambino, Project Coordinator – Montgomery Township  
Bill Wiegman, Director of Fire Services – Montgomery Township  
John Walko, Esq., Solicitor – Kilkenny Law  
Michael Maier – Commerce Pursuit Capital, L.P. – Applicant  
Jon Herzog – Commerce Pursuit Capital, L.P. – Applicant  
Carrie B. Nase-Poust, Esq. – Fox Rothschild. LLP  
Anthony Caponigro, P.E. – Kimley-Horn and Associates, Inc.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY  
Item # 06g

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SUBJECT: Bharatiya Temple Cultural and Learning Center LD#707  
1612 County Line Road  
MEETING DATE: August 12, 2024  
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman  
INITIATED BY: Marianne McConnell, Director of Planning and Zoning

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**BACKGROUND:**

Attached is a construction escrow release requested by the Bharatiya Temple for the Cultural and Learning Center, located at 1612 County Line Road, as recommended by the Township Engineer.

The original amount of escrow was \$1,144,826.10, held as cash with the Township. This is the first release request, in the amount of \$96,378.50. The new balance would be \$1,048,447.60.

**MOTION/RESOLUTION:**

**MOTION** to authorize as part of the consent agenda.



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

August 6, 2024

File No. 2013-04061-01

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

Reference: Bharatiya Temple Phase 2 - Cultural and Learning Center – LDS#707  
Escrow Release 1

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements noted on the enclosed escrow summary in the amount of \$96,378.50 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

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

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

Sincerely,

Geoffrey J. Attanasio, P.E.  
Senior Project Manager  
Gilmore & Associates, Inc.

GJA/

Enclosure: Release of Escrow Form (8/6/24), Summary of Improvement Escrow Account (8/6/24), Developer's Request (7/10/24)

cc: Marianne McConnell, Director of Planning and Zoning – Montgomery Township  
Mary Gambino, Project Coordinator – Montgomery Township  
Bill Wiegman, Director of Fire Services – Montgomery Township  
John Walko, Esq., Solicitor – Kilkenny Law  
Praful Patel – Bharatiya Temple, Inc.  
Krutee Shah, AIA, LEED AP – Paradigm  
Bobby Patel - ICON Construction LLC  
Rick Mast, P.E., Project Manager - Richard C. Mast Associates, P.C.

**RELEASE OF ESCROW FORM**

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

Date: 07/15/2024

**Development** Bharatiya Temple Cultural and Learning Center Ph II - LDS-707

**G&A Project #:** 2013-04061-01

**Release #:** 1

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$96,386.50. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

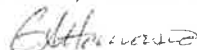
**ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.**

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

Date: 08/06/2024

Dear Ms. McCreary:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$96,378.50 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.



August 6, 2024

Geoffrey J. Attanasio, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # \_\_\_\_\_

WHEREAS, a request for release of escrow was received from Bharatiya Temple, Inc. for Bharatiya Temple Cultural and Learning Center Ph II - LDS-707, in the amount of \$96,386.50, on the representation that work set forth in the Land Development Agreement to the extent has been completed and: WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$96,378.50; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$96,378.50; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum contingent upon payment of any and all outstanding bills. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Cash with Montgomery Township in total sum of \$1,144,826.10 pursuant to a signed Land Development Agreement and that \$0.00 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$1,048,447.60 in escrow.

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

VOTE: \_\_\_\_\_

SECOND BY \_\_\_\_\_

DATED: \_\_\_\_\_

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

Department Director



**ESCROW RELEASE NO.: 1**

DATE PREPARED: 6-Aug-2024

PROJECT NAME: <b>Bharatiya Temple Cultural and Learning Center Ph II</b>	TOTAL ENG/NSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: Bharatiya Temple, Inc.	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-707
ESCROW AGENT: Montgomery Township		G&A PROJECT NO.: 2013-04061-01
TYPE OF SECURITY: Cash	MAINTENANCE BOND AMOUNT (15%): \$ 156,112.65	AGREEMENT DATE:

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$1,040,751.00	\$ 96,378.50	\$ -	\$ 96,378.50	\$ 944,372.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 104,075.10	\$ -	\$ -	\$ -	\$ 104,075.10
<b>TOTAL</b>	<b>\$ 1,144,826.10</b>	<b>\$ 96,378.50</b>	<b>\$ -</b>	<b>\$ 96,378.50</b>	<b>\$ 1,048,447.60</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)		
					QTY	COST	QTY	COST	QTY	COST	QTY	COST	
<b>A. SOIL EROSION AND SEDIMENT CONTROL</b>													
1	Construction Entrance	EA	3	\$ 3,500.00	\$ 10,500.00	3.00	\$ 10,500.00			3.00	\$ 10,500.00		
2	Concrete Washout	EA	1	\$ 850.00	\$ 850.00	1.00	\$ 850.00			1.00	\$ 850.00		
3	12 inch Filter Sock	LF	666	\$ 8.50	\$ 5,661.00	666.00	\$ 5,661.00			666.00	\$ 5,661.00		
4	NAG S75 Erosion Control Matting	SY	4,030	\$ 2.25	\$ 9,067.50	4,030.00	\$ 9,067.50			4,030.00	\$ 9,067.50		
5	Filter Bag Inlet Protection	EA	19	\$ 150.00	\$ 2,850.00	19.00	\$ 2,850.00			19.00	\$ 2,850.00		
6	Temporary Seeding-Topsoil Stockpiles	LS	1	\$ 500.00	\$ 500.00							1.00	\$ 500.00
<b>B. DEMOLITION AND CLEARING</b>													
1	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00			1.00	\$ 5,000.00		
2	Existing Curb Removal and Disposal	LF	1,462	\$ 5.00	\$ 7,310.00	1,462.00	\$ 7,310.00			1,462.00	\$ 7,310.00		
3	Existing Sidewalk Removal and Disposal	SF	2,377	\$ 4.00	\$ 9,508.00	2,377.00	\$ 9,508.00			2,377.00	\$ 9,508.00		
4	Existing Paving Removal and Disposal	SY	2,750	\$ 3.00	\$ 8,250.00	2,750.00	\$ 8,250.00			2,750.00	\$ 8,250.00		
5	Existing Stone Area Regrading/Removal	SY	4,840	\$ 0.50	\$ 2,420.00	4,840.00	\$ 2,420.00			4,840.00	\$ 2,420.00		
6	Existing Inlet Removal and Disposal	EA	3	\$ 800.00	\$ 2,400.00	3.00	\$ 2,400.00			3.00	\$ 2,400.00		
7	Existing Storm Piping Removal and Disposal	LF	257	\$ 4.00	\$ 1,028.00	257.00	\$ 1,028.00			257.00	\$ 1,028.00		
<b>C. EARTHWORK</b>													
1	Strip Topsoil and Stockpile	LS	1	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00			1.00	\$ 4,000.00		
2	Cut Fill & Compact	CY	5,400	\$ 3.00	\$ 16,200.00	4,050.00	\$ 12,150.00			4,050.00	\$ 12,150.00	1,350.00	\$ 4,050.00
3	Rough Grade Site	SF	72,700	\$ 0.05	\$ 3,635.00	36,350.00	\$ 1,817.50			36,350.00	\$ 1,817.50	36,350.00	\$ 1,817.50
4	Respread Topsoil	LF	1	\$ 5,400.00	\$ 5,400.00							1.00	\$ 5,400.00
<b>D. SANITARY SEWER</b>													
1	Tie into Existing Main	EA	1	\$ 1,500.00	\$ 1,500.00							1.00	\$ 1,500.00
2	6" SDR-26 Laterals	LF	347	\$ 25.00	\$ 8,675.00							347.00	\$ 8,675.00
3	Stone Envelope	TON	97	\$ 26.00	\$ 2,522.00							97.00	\$ 2,522.00
4	Grease Trap	EA	1	\$ 5,000.00	\$ 5,000.00							1.00	\$ 5,000.00
5	Testing (Air, Madrel and Vacuum)	LS	1	\$ 1,000.00	\$ 1,000.00							1.00	\$ 1,000.00
<b>E. STORMWATER</b>													
1	15 in HDPE	LF	1,356	\$ 40.00	\$ 54,240.00	271.00	\$ 10,840.00			271.00	\$ 10,840.00	1,085.00	\$ 43,400.00
2	Modifications to Ex. Outfall Structure	LS	1	\$ 1,300.00	\$ 1,300.00							1.00	\$ 1,300.00
3	Type C Inlet	EA	5	\$ 2,450.00	\$ 12,250.00							5.00	\$ 12,250.00
4	Type M Inlet	EA	3	\$ 2,350.00	\$ 7,050.00							3.00	\$ 7,050.00
5	Type M Inlet w/Mod. Box and Weir	EA	1	\$ 5,100.00	\$ 5,100.00							1.00	\$ 5,100.00
6	Yard Inlet 2'x2'	EA	6	\$ 1,500.00	\$ 9,000.00							6.00	\$ 9,000.00
7	Type DW Endwall	EA	1	\$ 3,000.00	\$ 3,000.00							1.00	\$ 3,000.00
8	Stone Envelope	TON	380	\$ 15.00	\$ 5,700.00							380.00	\$ 5,700.00
9	Infiltration Bed (Basin A)	EA	1	\$ 40,200.00	\$ 40,200.00							1.00	\$ 40,200.00
10	Sawcut Existing Pavement	LF	129	\$ 2.00	\$ 258.00							129.00	\$ 258.00
11	Temporary Trench Restoration	SY	27	\$ 20.00	\$ 540.00							27.00	\$ 540.00
12	Permanent Roadway Restoration	SY	27	\$ 40.00	\$ 1,080.00							27.00	\$ 1,080.00
13	Rip Rap Apron	TON	13	\$ 150.00	\$ 1,950.00							13.00	\$ 1,950.00



PROJECT NAME: <b>Bharatiya Temple Cultural and Learning Center Ph II</b>	TOTAL ENG/NSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: Bharatiya Temple, Inc	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO: LDS-707
ESCROW AGENT: Montgomery Township		G&A PROJECT NO: 2013-04061-01
TYPE OF SECURITY: Cash	MAINTENANCE BOND AMOUNT (15%): \$ 156,112.65	AGREEMENT DATE:

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS		TOTAL	BALANCE
		CURRENT	PRIOR		
CONSTRUCTION	\$1,040,751.00	\$ 96,378.50	\$ -	\$ 96,378.50	\$ 944,372.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 104,075.10	\$ -	\$ -	\$ -	\$ 104,075.10
<b>TOTAL</b>	<b>\$ 1,144,826.10</b>	<b>\$ 96,378.50</b>	<b>\$ -</b>	<b>\$ 96,378.50</b>	<b>\$ 1,048,447.60</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>F. PAVING AND PARKING AREA</b>												
1	Excavate and Backfill for Curb	LF	2,892	\$ 2.00	\$ 5,784.00	\$ -	\$ -	\$ -	\$ -	2,892.00	\$ 5,784.00	\$ -
2	Concrete Curb, inc curb line sealing	LF	2,892	\$ 18.00	\$ 52,056.00	\$ -	\$ -	\$ -	\$ -	2,892.00	\$ 52,056.00	\$ -
3	Fine Grade Paving	SY	7,656	\$ 2.75	\$ 21,054.00	\$ -	\$ -	\$ -	\$ -	7,656.00	\$ 21,054.00	\$ -
4	6 in. 2A Subbase	SY	7,656	\$ 7.00	\$ 53,592.00	\$ -	\$ -	\$ -	\$ -	7,656.00	\$ 53,592.00	\$ -
5	3.5 in. 25mm Base Course	SY	7,656	\$ 18.00	\$ 137,808.00	\$ -	\$ -	\$ -	\$ -	7,656.00	\$ 137,808.00	\$ -
6	2.0 in. 19mm Binder Course	SY	7,656	\$ 11.00	\$ 84,216.00	\$ -	\$ -	\$ -	\$ -	7,656.00	\$ 84,216.00	\$ -
7	Sweep and Tack Coat	SY	7,656	\$ 0.50	\$ 3,828.00	\$ -	\$ -	\$ -	\$ -	7,656.00	\$ 3,828.00	\$ -
8	1.5 in. 9.5mm Wearing Course	SY	7,656	\$ 10.00	\$ 76,560.00	\$ -	\$ -	\$ -	\$ -	7,656.00	\$ 76,560.00	\$ -
9	Joint Seal	EA	3,025	\$ 0.75	\$ 2,268.75	\$ -	\$ -	\$ -	\$ -	3,025.00	\$ 2,268.75	\$ -
<b>G. ACCESS CONNECTION DRIVEWAY</b>												
1	Strip Topsoil and Stockpile	CY	78	\$ 10.00	\$ 780.00	\$ -	\$ -	\$ -	\$ -	78.00	\$ 780.00	\$ -
2	Fine Grade Paving	SY	193	\$ 2.75	\$ 530.75	\$ -	\$ -	\$ -	\$ -	193.00	\$ 530.75	\$ -
3	6 in. 2A Subbase	SY	193	\$ 7.00	\$ 1,351.00	\$ -	\$ -	\$ -	\$ -	193.00	\$ 1,351.00	\$ -
4	3.5 in. 25mm Base Course	SY	193	\$ 18.00	\$ 3,474.00	\$ -	\$ -	\$ -	\$ -	193.00	\$ 3,474.00	\$ -
5	2.0 in. 19mm Binder Course	SY	193	\$ 11.00	\$ 2,123.00	\$ -	\$ -	\$ -	\$ -	193.00	\$ 2,123.00	\$ -
6	Sweep and Tack Coat	SY	193	\$ 0.50	\$ 96.50	\$ -	\$ -	\$ -	\$ -	193.00	\$ 96.50	\$ -
7	1.5 in. 9.5mm Wearing Course	SY	193	\$ 10.00	\$ 1,930.00	\$ -	\$ -	\$ -	\$ -	193.00	\$ 1,930.00	\$ -
8	Bollards and Chain	LS	1	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -	1.00	\$ 1,600.00	\$ -
<b>H. CONCRETE SIDEWALK AND APRONS</b>												
1	4 ft wide Concrete Sidewalk - Inlet/Man Site	SF	4,823	\$ 18.00	\$ 86,814.00	\$ -	\$ -	\$ -	\$ -	4,823.00	\$ 86,814.00	\$ -
2	4 ft wide Concrete Sidewalk - County Line Road	SF	1,778	\$ 18.00	\$ 32,004.00	\$ -	\$ -	\$ -	\$ -	1,778.00	\$ 32,004.00	\$ -
3	Concrete Driveway Aprons - County Line Road	SF	195	\$ 25.00	\$ 4,875.00	\$ -	\$ -	\$ -	\$ -	195.00	\$ 4,875.00	\$ -
4	ADA Curb Ramp, inc. DWS	EA	10	\$ 2,500.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	10.00	\$ 25,000.00	\$ -
<b>I. LANDSCAPING</b>												
1	Eastern White Pine	EA	18	\$ 550.00	\$ 9,900.00	\$ -	\$ -	\$ -	\$ -	18.00	\$ 9,900.00	\$ -
2	Sweetbay Magnolia	EA	22	\$ 400.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ -	22.00	\$ 8,800.00	\$ -
3	Saucer Magnolia	EA	10	\$ 400.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	10.00	\$ 4,000.00	\$ -
4	Burgundy Star Magnolia	EA	10	\$ 400.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	10.00	\$ 4,000.00	\$ -
5	Vossil Goldenchain Tree	EA	21	\$ 400.00	\$ 8,400.00	\$ -	\$ -	\$ -	\$ -	21.00	\$ 8,400.00	\$ -
6	Autumn Gold Ginko	EA	6	\$ 600.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	5.00	\$ 3,600.00	\$ -
7	Red Maple (Native)	EA	15	\$ 600.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	15.00	\$ 9,000.00	\$ -
8	London Plane Tree	EA	3	\$ 600.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	3.00	\$ 1,800.00	\$ -
9	Green Pillar Pin Oak (Native)	EA	4	\$ 600.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	4.00	\$ 2,400.00	\$ -
10	Japanese Zelkova	EA	3	\$ 600.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	3.00	\$ 1,800.00	\$ -
11	Blue Atlas Cedar	EA	1	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -	1.00	\$ 550.00	\$ -
12	American Holly	EA	18	\$ 550.00	\$ 9,900.00	\$ -	\$ -	\$ -	\$ -	18.00	\$ 9,900.00	\$ -
13	Green Giant Arborvitae	EA	43	\$ 250.00	\$ 10,750.00	\$ -	\$ -	\$ -	\$ -	43.00	\$ 10,750.00	\$ -
14	Inkberry	EA	13	\$ 95.00	\$ 1,235.00	\$ -	\$ -	\$ -	\$ -	13.00	\$ 1,235.00	\$ -
15	Chesapeake Viburnum	EA	5	\$ 95.00	\$ 475.00	\$ -	\$ -	\$ -	\$ -	5.00	\$ 475.00	\$ -
16	Privacy Fencing	EA	175	\$ 45.00	\$ 7,875.00	\$ -	\$ -	\$ -	\$ -	175.00	\$ 7,875.00	\$ -
17	Detention Basin Fencing	EA	350	\$ 35.00	\$ 12,250.00	\$ -	\$ -	\$ -	\$ -	350.00	\$ 12,250.00	\$ -
18	Tree Protection Fencing	EA	1,558	\$ 1.75	\$ 2,726.50	1,558.00	\$ 2,726.50	\$ -	\$ -	1,558.00	\$ 2,726.50	\$ -



**ESCROW RELEASE NO.: 1**

DATE PREPARED 6-Aug-2024

PROJECT NAME: <b>Bharatiya Temple Cultural and Learning Center Ph II</b>	TOTAL ENG/NSP/LEGAL (CASH ESCROW): \$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER: Bharatiya Temple, Inc	TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00	TOWNSHIP NO.: LDS-707
ESCROW AGENT: Montgomery Township		G&A PROJECT NO.: 2013-04061-01
TYPE OF SECURITY: Cash	MAINTENANCE BOND AMOUNT (15%): \$ 156,112.65	AGREEMENT DATE:

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$1,040,751.00	\$ 96,378.50	\$ -	\$ 96,378.50	\$ 944,372.50
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yyyy - \$x,xxx.xx)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 104,075.10	\$ -	\$ -	\$ -	\$ 104,075.10
<b>TOTAL</b>	<b>\$ 1,144,826.10</b>	<b>\$ 96,378.50</b>	<b>\$ -</b>	<b>\$ 96,378.50</b>	<b>\$ 1,048,447.60</b>

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
<b>J. LIGHTING</b>												
1 Misc Existing Fixture Removal	LS	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 1,000.00
2 Provide Back Shield on Existing Fixtures	EA	4	\$ 300.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4.00	\$ 1,200.00
3 Fixture A on Existing Pole	EA	2	\$ 650.00	\$ 1,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2.00	\$ 1,300.00
4 Fixture A on New Pole	EA	5	\$ 3,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5.00	\$ 15,000.00
5 Fixture B on New Pole	EA	4	\$ 3,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4.00	\$ 12,000.00
6 Fixture C on New Pole	EA	3	\$ 3,000.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3.00	\$ 9,000.00
7 Fixture D on New Pole	EA	1	\$ 3,650.00	\$ 3,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 3,650.00
8 Fixture E on Building	EA	4	\$ 550.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4.00	\$ 2,200.00
9 Fixture F on New Pole	EA	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 3,000.00
10 Fixture G on New Pole	EA	4	\$ 3,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4.00	\$ 12,000.00
<b>K. MISCELLANEOUS</b>												
1 Construction Stakeout	LS	1	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 7,500.00
2 As-Built Plans	LS	1	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 5,500.00
3 Dumpster Area (Pad & Fence)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 5,000.00
4 Signage	EA	23	\$ 250.00	\$ 5,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23.00	\$ 5,750.00
5 Pavement Markings	LS	1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 2,500.00
6 Concrete Monuments	EA	5	\$ 250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5.00	\$ 1,250.00
7 Iron Pins	LS	1	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 750.00
<b>L. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC §509(h)</b>												
1 10% Annual Construction Cost Increase (Balance as of mm/dd/yyyy - \$x,xxx.xx)	LS	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ -
<b>M. CONTINGENCY</b>												
1 10% Contingency (Released upon certification of completion and receipt of Maintenance Bond)	LS	1	\$ 104,075.10	\$ 104,075.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 104,075.10



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #07

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SUBJECT: Introduction/Swearing-In of New Police Officers  
MEETING DATE: August 12, 2024  
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison  
INITIATED BY: J. Scott Bendig, Chief of Police

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**BACKGROUND:**

On January 29, 2024, a recruit hiring process was initiated to fill vacancies within the department's Patrol Division. Thirty-one applicants competed for the position of Recruit Police Officer in this hiring process.

On March 17, 2024, a second recruit hiring process was initiated to fill vacancies within the department's Patrol Division. Twenty-three applicants competed for the position of Recruit Police Officer in this hiring process.

These police department hiring processes include a written examination or resume review, a physical agility test, two police oral review boards, and a background investigation (including a polygraph examination, neighborhood interviews, and employer interviews).

The top candidates from each hiring process, Mason Strauss and Louis Ricci, are before the board this evening for consideration for appointment to the position of Recruit Police Officer.

**PREVIOUS BOARD ACTION:**

None

**BUDGET IMPACT:**

Funding to fill these positions was included in the 2024 Approved Budget.

**RECOMMENDATION:**

It is recommended that Mason Strauss and Louis Ricci be sworn in as Recruit Police Officers with an effective hire date of August 13, 2024.

**MOTION/RESOLUTION:**

**Motion** to appoint Mason Strauss and Louis Ricci as Recruit Police Officers in the Montgomery Township Police Department, effective August 13, 2024.

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

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

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**SUBJECT:** Discussion - Proposal to amend the Township Zoning Code BP Regulations  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chairwoman  
**INITIATED BY:** Marianne McConnell, Director of Planning & Zoning

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**BACKGROUND:**

Mr. Daniel Dunleavy owns the two adjacent properties located at 1008 Upper State Road (corner of Horsham Road and Upper State Road). In 2008, these properties along with several adjoining parcels along Horsham Road were re-zoned from Residential (R-2) to BP – Business Professional with a corresponding zoning text amendment creating Section 230-83K, Special Regulations where a BP property abuts a residential zoning district. Mr. Marc Kaplan, Esq., representing Mr. Dunleavy, will discuss a proposed text amendment to the 5,000 sq ft building size provision; specifically increasing it to a single floor area of 10,000 square feet provided that (1) the property provides a minimum lot area of 60,000 square feet, (2) the lot sits wholly within the BP zoning district, (3) complies with regulations set forth in 230-79, (4) vehicular access adequate for emergency services and daily ingress and egress, and (5) off-street parking is provided as required by Section 230-83B.

The proposed amendment would also apply to each property with the BP-Business Professional zoning designation.

A formal application for Change of Zoning / Text Amendment would be required to be submitted. Once received, the application is forwarded to Township staff, consultants and Montgomery County Planning Commission for review followed by the Township Planning Commission, Board's authorization to advertise the proposed amendment and then a public hearing before the Board of Supervisors for consideration and adoption.

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

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**SUBJECT:** Authorization to Advertise Amendments to Chapter 189, Shade Trees  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chair  
**INITIATED BY:** Marianne McConnell, Director of Planning & Zoning

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**BACKGROUND:**

Staff is requesting the authorization to advertise for proposed amendments to the Montgomery Township Code, Chapter 189 Shade Trees. The proposed amendments include updating definitions, adding provisions for permitting the removal/replacement of residential street trees, and updating shade tree protection, replacement, and pruning provisions.

Township staff, Shade Tree Commission members, and Township Consultants have had the opportunity to review the details of the proposed amendments to Chapter 189.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors authorize the advertisement to amend Chapter 189 of the Code of Montgomery Township as presented.

**MOTION/RESOLUTION:**

**Motion** to authorize staff to advertise the proposed amendments to Chapter 189 of the Code of Montgomery Township as presented.

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



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

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

## MEMORANDUM

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**Date:** January 12, 2024, REVISED February 16, 2024, February 28, 2024, June 10, 2024, July 24, 2024

**To:** Montgomery Township Shade Tree Commission  
Marianne McConnell, Director of Planning and Zoning, Montgomery Township

**From:** Valerie L. Liggett, R.L.A., ASLA, ISA Certified Arborist®

**cc:**

**Reference:** Street Tree Replacement Protocol Recommendations  
G&A Project No. 999-1016.03

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As requested, I have reviewed protocols put in place by a number of municipalities regarding replacement of existing street trees, as well as existing Montgomery Township ordinance requirements. Following are my findings along with recommendations for the Township regarding potential ordinance revisions and the implementation of a permitting system through the Township's ESRI permitting platform.

### APPLICABLE REQUIREMENTS IN NEARBY MUNICIPALITIES

It appears that most of the municipalities reviewed have little in the way of requirements or procedures for the replacement of dead or removed street trees.

- **Doylestown Borough**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
  - A tree removal permit is required to remove any protected tree, which is defined as any deciduous or evergreen tree 6 inches DBH or greater, along with specific species and ornamental species sized 5 inches or greater in trunk diameter as measured 6 inches above the ground surface. Dead and damaged tree removal requires a permit unless emergency removal is authorized by the police, the fire department, or Borough staff.
  - Replacement requirements are not indicated. The Street Trees ordinance lists injurious acts that may not be done to Street Trees, but no penalties, fees, or replacement requirements are indicated.
- **Doylestown Township**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
- **Hatfield Township**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
- **Horsham Township**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
  - The Township has implemented a program to provide free replacement trees to residents where Hurricane Ida resulted in tree damage or removal. However, this appears to apply to more than just street trees.
- **Lower Gwynedd Township**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
  - The Lower Gwynedd Township Environmental Advisory Council conducts a tree giveaway handing out native trees to residents, along with a bag of mulch, and a Tree Pro Grow Tube with a wooden stake to protect the tree.

- **New Britain Township**
  - Chapter 21, Streets and Sidewalks: No street trees may be removed by an owner unless such trees are dead, diseased, or at risk of collapse, and only then upon receipt of a tree removal permit from the Township. Any street tree removed from a property in the Township shall be replaced by the owner of the property within six months of such removal (unless ordered to act more promptly by the Township pursuant to this Part). All replacement trees shall be of a size and species required by the Township Subdivision and Land Development Ordinance for street trees and shall be approved by the Township. Prior to removing or replacing street trees, an owner shall apply for and receive a permit from the Township for this work. There is no fee associated with this permit.
- **Towamencin Township**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
- **Upper Dublin Township**
  - The Shade Tree ordinance requires that where a person damages or injures a shade tree, such person can be held liable for the cost of repairing such injury or where tree removal and replacement is required, for the removal and replacement of the tree.
  - Shade Tree Commission rules and regulations permit the Shade Tree Commission to condition any permit granted for removal of a shade tree on the permittee replacing the tree with one of a size and species approved by the STC. Costs for removal and replacement, if required, are to be borne by the permittee.
  - Upon violation of trimming and removal standards, the STC shall give notice to the violator to cease and desist. If the tree has been severely trimmed, the permit, or in the case of a public utility, the privilege to trim in the public right-of-way shall immediately be suspended until such time as the violator removes the damaged tree and replaces it with a suitable species of comparable maturity, or as nearly so as reasonably possible. In lieu of replacement of the damaged tree, the STC is permitted to accept payment sufficient to accomplish this replacement, plus an additional payment of 10% for administrative purposes.
- **Upper Gwynedd Township**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
  - The Environmental Advisory Council conducts an annual Arbor Day Tree Sale where Township residents can purchase native trees.
- **Whitpain Township**
  - *Specific requirements or procedures for the replacement of existing street trees were not found.*
  - The Whitpain Township Shade Tree Commission has created a Free Street Tree Program to promote the establishment of new street trees, where property owners are able to obtain a free street tree provided they agree to criteria in the application. The tree is then planted by an approved contractor partnering with the Shade Tree Commission.

## RECOMMENDATIONS

### Permitting Recommendations

- Implement street tree removal/replacement permit application and management through the Township's ESRI/GIS platform to minimize the need for staff interaction and to automate processes. Intent would not be to deny any removal permits, but to automate and document implementation of replacement requirements and to focus Township staff time and attention on monitoring for compliance with replacement requirements.
  - Street Tree removal permit information to be provided:
    - Applicant Name and contact information – including home or business phone, cell phone, email address and mailing address.
    - Physical address where trees are to be removed. Applicant name must be the same as the name of the property owner where trees are proposed to be removed.
    - Number/size/species of trees to be removed.
    - Reason for removal and photos of existing conditions.
    - Approximate timeframe for removal.
    - Name and contact information for company contracted to remove trees.
    - Generate automatic removal permit to be mailed and/or emailed to applicant upon submission of required information, including replacement agreement required (per below.)

- Street Tree replacement agreement (provision of this information would be mandatory for submission of the accompanying street tree removal permit request; applicant would need to agree to these requirements in order to receive the removal permit):
  - Require replacement of Street Trees within 6 months of removal of existing street trees; applicant to provide approximate time frame for replacement.
  - Select proposed replacement specie(s) from a pre-approved list (per §205-56A, §205-56B)
  - Provide downloadable information regarding size requirements (per ordinance recommendations above), permitted species, spacing requirements, deer protection requirements, and recommended planting details and maintenance recommendations.
  - Provide 'check boxes' that the applicant must select confirming that they understand and agree to comply with all Township Street Tree replacement requirements including quantity (1 to 1 replacement for all street trees removed), species, size, timeframe for replacement, deer protection, maintenance and submission of documentation demonstrating compliance, etc. Applicant must indicate that they understand and agree that noncompliance with Township Street Tree replacement requirements or failure to replace Street Trees within the timeframe indicated will automatically generate fines in accordance with Street Tree replacement ordinance requirements.
  - Generate an automatic letter and/or email including permit application and agreement to replacement requirements upon submission of permit request, and reminder that the homeowner must provide documentation of compliance with the replacement requirements upon planting of replacement street trees (photo of new street tree(s) and/or copy of bill from nursery/landscape company where appropriate.)
  - Generate automatic reminders to Township staff to check for compliance with requirements within a reasonable period of the replanting time frame indicated by the applicant, and to implement fines for noncompliance in accordance with ordinance requirements.

**Implementation Recommendations**

- Provide notice in the Township email blast and on the Township website regarding changes to ordinance requirements, permitting requirements, Township planting standards, permitted/recommended shade tree species, and other relevant regulatory information.
- Incorporate educational components on the Township website, in the Township email blast, and at Township-hosted events regarding the importance of replacing street trees, the benefits of shade trees, and information regarding the proper planting of shade trees. Provide handouts, downloadable material, and web links for relevant information, permit and replacement requirements, and standards.
- Enlist the aid of the Environmental Advisory Committee in promoting the educational component and promoting the new regulatory requirements at their events as well.
- Acquaint committee/commission members wherever possible (including but not limited to STC, EAC, Parks & Recreation, Open Space, Ready for 100, etc.) with new regulation requirements and educational components so that they can provide information to Township residents during their interactions with residents at Township hosted events.

**Ordinance Revision Recommendations**

Revisions to chapters of the Montgomery Township Code of Ordinances are recommended as follows [\(in track changes\)](#):

Chapter 189. Shade Trees

§ 189-1. Purpose and establishment of Commission.

In order to better provide for the planting, maintenance and protection of shade trees within or partially within the ultimate right-of-way along public streets and highways of Montgomery Township, Pennsylvania, and also upon public lands of the Township, the Montgomery Township Shade Tree Commission is hereby established pursuant to the Second Class Township Code of the Commonwealth of Pennsylvania.

§ 189-2. Definitions.

Unless otherwise expressly stated, the following words and phrases shall be construed throughout this chapter to have the meanings indicated:

**BOARD**

Board of Supervisors of Montgomery Township.

**COMMISSION**

Shade Tree Commission.

**DRIPLINE**

A generally circular line the circumference of which is determined by the outermost reaches of a tree's, trees' or woodlands' widest branching points.

**HAZARDOUS TREE**

A tree that, in the opinion of a certified arborist, is defective, diseased, dying, dead, or poses a high risk of failure with the potential to cause injury to people or property.

**PERSON**

Any individual, firm, association, partnership or corporation.

**PRUNING**

The selective removal of plant parts to meet specific goals and objectives.

**PUBLIC STREET or HIGHWAY**

Any public right-of-way, a portion of which is used for vehicular travel, in the Township.

**RAISING**

Selective pruning to provide vertical clearance.

**SHADE TREE**

~~Any tree fully or partially within the ultimate right-of-way along any public street or highway, or any tree on public lands or in public easements.~~ For the purposes of this chapter, the term "shade tree" shall include the following: any tree with any part of its drip line or root system within the ultimate right-of-way along any public street or highway; any tree required to be planted by the Township Subdivision and Land Development Ordinance including street trees or as required by an approved Land Development Plan; and any tree required ~~as part of~~ a deed restriction on any lot.

**SPECIMEN TREE**

A specifically selected tree considered worthy of conservation by the Township because of species, size, shape, form, historical or memorial importance, or any other significant characteristic.

**STREET TREE**

Any tree with any part of its drip line or root system within the ultimate right-of-way along any public street or highway, any tree required to be planted by the Township Subdivision and Land Development Ordinance in order to meet the requirements of §205-52.A, Street Trees including trees required by an approved Land Development Plan or required as part of a deed restriction on any lot.

**THINNING**

Selective pruning to reduce density of live branches.

**TOPPING**

The reduction of a tree's size using head cuts that shorten limbs or branches back to a predetermined crown limit. Topping is not an acceptable pruning practice.

§ 189-3. Commission members; appointment; terms; vacancies; parliamentary procedure.

Members of the Commission shall be appointed by the Supervisors in accordance with the following procedures:

- A. The Shade Tree Commission shall be composed of three to five members who shall be residents of the



Township.

- B. Commission members shall serve for terms of five years, or until their successors are appointed, except that members first appointed shall be appointed so that the terms of not more than two members expire annually. All persons appointed shall serve their full terms unless they voluntarily resign or are removed by the Supervisors for dereliction or neglect of duty. Vacancies occurring other than by expiration of term shall be for the unexpired term and shall be filled in the same manner as original appointments.
- C. Whenever possible, due consideration will be given to representation from various geographic sections within the Township, so that all Board members shall not be from the same geographic area.
- D. In all matters of parliamentary procedure not specifically governed by the Commission's bylaws, Robert's Rules of Order shall prevail.

§ 189-4. Powers.

- A. The Shade Tree Commission shall have authority for control of the shade trees in the Township and is authorized to plan for or order the planting, removal, maintenance and protection of shade trees.
- B. If the Commission determines that it is necessary for the Township to employ any engineer, forester, arborist or other assistant in order to perform its duties, the Commission shall request the Board to direct Township employees to perform such tasks or to contract with other persons to perform such tasks. If the Board approves such a request, the employees or contractors shall be under the direction and control of the Township Manager.
- C. The Commission shall have the power to create, publish and amend guidelines for the care and protection of shade trees. Such guidelines may include pruning limbs, preventing or curing disease or infestation, or other guidelines for the care and maintenance of shade trees.
- D. The Commission may request that the Township, upon 30 days' notice to the owners of private property, require the owners of property to cut and remove any dead shade tree, or any tree afflicted with any disease which threatens to injure or destroy shade trees in the Township.
- E. Emergency situations. Notwithstanding any other provisions of this chapter, the Township shall have the right, but not the obligation, without prior notice to any property owner, to perform any acts necessary to abate clear, present and immediate threats to the public health, safety or welfare caused by the condition of any trees or parts thereof. If any such threat is the result of any person's action or inaction, the Township will assess the cost of such summary abatement against that person.
- F. The Shade Tree Commission may periodically conduct a survey of specimen trees within the Township and shall encourage the protection of all such trees.

§ 189-5. Annual report.

The Shade Tree Commission shall annually report in full to the Board its transactions and expenses for the last fiscal year of the Township.

§ 189-6. Meetings.

The Shade Tree Commission shall meet at least quarterly at such times and on such dates as the Commission may establish. All meetings shall be public meetings held in the Township Building. Meetings shall be advertised in conformity with the law of the Commonwealth of Pennsylvania.

§ 189-7. Landholder's liability for costs; assessments; liens.

- A. The cost of planting, transplanting or removing any shade trees or parts thereof, of the necessary and suitable protection for shade trees, curbing or grading for the protection thereof, and of the replacing of any pavement or sidewalk necessarily disturbed in the execution of such work, whether such work is performed by Township personnel or by a contractor hired by the Township to do such work, or by the owner of the real estate or by a contractor hired by the owner of the real estate, may be chargeable to



the owner of the real estate upon whose property such work is done.

- B. The amount each owner is to pay shall be ascertained and certified by the Commission to the Board and to the Township Treasurer.
- C. Upon the filing of the certificate with the Board, the Township Secretary shall cause 30 days' written notice to be given to the person against whose property an assessment has been made. The notice shall state the amount of the assessment and the time and place of payment and shall be accompanied by a copy of the certificate.
- D. The amount assessed against the real estate shall be a lien from the time of the filing of the certificate with the Board, and, if not paid within the time designated in the notice, a claim may be filed and collected by the Township in the same manner as municipal claims are filed and collected.

§ 189-7.1. Residential street tree replacement.

- A. A permit shall be required for the removal of any street tree.
- B. Where a street tree is required to be replaced or planted in conjunction with a Subdivision and/or Land Development application, an approved Land Development application, or as part of a deed restriction, and where replacement is required in accordance with the guarantee period outlined in §205-49G and §205-49H:
  - 1. Street trees shall be replaced 1:1 for each street tree that dies or is removed.
  - 2. Street tree species shall be as indicated in the approved landscape plan for the Subdivision and/or Land Development or as permitted by the Township Landscape Architect upon submission and review of a substitution request. Species shall be selected from §205-56A or §205-56B of the Montgomery Township Subdivision and Land Development Ordinance.
  - 3. Street trees shall meet the size and quality requirements of §205-56A or §205-56B. Small street trees shall be permitted where shown in the approved landscape plan.
  - 4. Setbacks from sidewalks and roadways shall be in accordance with those shown in the approved landscape plan or in accordance with the setbacks required in §205-56A, §205-56B, and §205-52A(2).
- C. Where a street tree is required to be replaced or planted in conjunction with a Subdivision and/or Land Development, an approved Land Development application, or as part of a deed restriction, where no longer covered by the guarantee period outlined in §205-49G and §205-49H:
  - 1. Street trees shall be replaced 1:1 for each street tree that dies or is removed.
  - 2. Street tree species may be selected from §205-56A or §205-56B of the Montgomery Township Subdivision and Land Development Ordinance.
  - 3. Small street trees shall be permitted where appropriate due to the presence of overhead utility lines, or where site layout, site density or good design practice necessitates the use of small street trees in accordance with §205-52A(2)(c).
  - 4. Street trees (including small street trees) shall be a minimum 4 to 5 feet in height, and shall have a full branching structure. Trees shall have a single, straight trunk and unpruned leader free of codominant stems within the lower half of the crown and shall be free of disease and mechanical damage. Trees shall be provided with rigid plastic mesh tree guards to be maintained until the street tree reaches a size of 2 inches in caliper.
  - 5. Setbacks from sidewalks and roadways shall be in accordance with the setbacks required in §205-56A, §205-56B, and §205-52A(2).
- A. ~~Where a street tree is required to be replaced or planted on an individual residential lot, street tree species may be selected from § 205-56A or § 205-56B of the Montgomery Township Subdivision and Land Development Ordinance.~~

- ~~B. Street trees replaced or planted on individual residential lots shall be a minimum of two inches in caliper, 12 feet to 14 feet in height, and shall have a full branching structure. All main branches shall be pruned to a clearance height of six feet above the ground. Trees shall have a single, straight trunk and unpruned leader free of codominant stems within the lower half of the crown, and shall be free of disease and mechanical damage.~~
- ~~C. Setbacks from sidewalks and roadways shall be in accordance with the setbacks required in § 205-56A, § 205-56B, and § 205-52A(2).~~
- ~~D. Where street trees are required to be replaced or planted on an individual residential lot in conjunction with a Subdivision or Land Development application, the sizing requirements of § 205-56A or § 205-56B shall be met.~~

§ 189-8. Removal of stumps, dead, diseased or hazardous trees.

- A. All stumps of shade trees cut down shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.
- B. All dangerous deadwood and all broken limbs or other defective parts of shade trees which constitute a hazard to the health of the tree, to public safety, or to property shall be removed.
- C. Notice to remove and replace shade trees.
  - (1) Notice to remove. The Township may, upon written notice sent by certified mail, return receipt requested, require owners of property to cut and remove dead, ~~diseased~~ or hazardous shade trees. Should the property owner disagree with the Township's determination, the property owner may hire a certified arborist to examine the tree. Should the property owner's arborist find that the tree is healthy and/or is not hazardous, a written report shall be provided to the Township, and the tree shall not be required to be removed.
    - (a) Trees afflicted with insect infestations or other disease agents, as diagnosed by a certified arborist, the spread of which threatens to destroy or injure other trees in the Township, shall be removed and disposed of in accordance with the recommendation of a certified arborist.
    - (b) Trees that pose a hazard to the health, safety or welfare of the public shall be removed.
  - (2) Failure to remove. Upon failure to comply with such notice within 30 days of receipt, the Township may cause the work to be done and levy or collect the costs thereof from the owner of the property.
  - (3) The Township shall give said 30 days' notice by mailing to the last known address of the owner of the property ~~and by posting the notice at the main entrance to the main habitable or occupied structure on the property.~~
  - (4) Collection of costs. The costs of such work shall be a lien upon the premises from the time of the commencement of work, which date shall be fixed by the Township Engineer and filed with the Township Secretary. Any such lien may be collected by action in assumpsit or by lien filed in the manner provided by law for the filing and collection of municipal claims.

§ 189-9. Acts injurious to shade trees prohibited.

Except in case of necessity, or for the protection of life or property, it shall be a violation of this chapter for any person to do any of the following acts:

- A. Cut down or remove any shade tree, or interfere in any manner with the main roots of any shade tree in excess of that permitted by §205-53.
- B. Spray any shade tree with injurious chemicals ~~or insecticides~~, oil, gas, gasoline, liquid dye or other substance deleterious to tree life, about the roots of any shade tree.
- C. ~~Place~~ Affix or tie any rope, guy wire, cable, sign, poster or other fixture ~~on~~ to any shade tree other than for the purposes of staking a newly planted tree.
- D. Use, store or pour any material in such a manner that it could result in injury to a tree.



E. Injure, misuse or remove any device placed to protect shade trees.

F. Protection from building operations and other work.

- (1) Prior to any building operation or the performance of any work whatsoever in the Township in the vicinity of any trees, such builder, worker or subdivider shall submit to the Township a plan of the area in which such building, work or construction shall be done. The location of aerial utility lines shall be noted on the plans. Such plans shall include the location of all trees. Trees shall be clearly depicted by a symbol showing approximate location. Notes regarding size should also be included. Trees in hedgerows, groves and woodlands may be shown by indicating the outer canopy or dripline of the tree grouping. Existing trees shown as masses must be labeled with an approximate quantity of trees. The plans shall also clearly show which trees are to be removed and which are to be preserved. The Township shall rule on such plans and may designate other trees to be removed or protected.
- (2) Before any such work shall be commenced in connection with any building operation or the performance of any work whatsoever in the Township, tree protection fencing per § 205-53B shall be placed so as to effectively prevent injury to any trees in the vicinity.
- (3) No person shall place or pile any building materials, cement, stone or other substances which shall compact the soil or impede the passage of water and air to the roots of any shade tree within the dripline of any shade tree.
- (4) Protection of shade trees shall be in conformity with the Landscape Article of the Montgomery Township Subdivision and Land Development Ordinance.

G. Discharge of injurious materials prohibited. No person shall intentionally pour salt water, oil or other materials at any place in such a manner that injury may result to any shade tree.

H. Pruning, trimming, thinning, raising or removal. All pruning activities shall be conducted in accordance with the American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning) ANSI A300 (Part 1) - 2001 Pruning, and as amended.

- (1) Pruning, trimming or removal. ~~A permit shall be required for any person, to~~ No person shall cut, prune, trim, or break greater than ~~40~~25% of all branches on any shade tree ~~in any one (1) growing season;~~ ~~to~~ climb trees with spurs; ~~or to~~ remove any ~~street shade~~ tree or any tree that was required to be planted as part of a subdivision or land development ~~unless otherwise permitted herein;~~ or ~~to~~ cut or interfere in any way with the main roots of any ~~shade~~ tree in such a manner that it could result in injury to ~~a the~~ tree.
- (2) Minimum vertical clearance over public walks and streets – raising. All trees shall be kept trimmed so that the minimum clearance where they overhang any public walk shall be eight feet and the minimum clearance where the trees overhang any public street or highway shall be 18 feet, ~~except for newly planted trees, which shall meet the minimum clearance requirements of §205-56 and §189-7.1.~~ However, the Commission reserves the right to designate a higher clearance on certain highways where heavy traffic or other conditions make it expedient. A permit shall not be required to maintain required minimum clearance.

I. Tree topping, as defined above, shall be expressly prohibited.

§ 189-10. Protection of roots.

No person shall, ~~without first obtaining a permit,~~ place or hereafter maintain any stone, concrete or other substance which shall impede the passage of water and air to the roots of any ~~shade~~ tree unless such person shall leave an open space of ground surrounding the trunk of the tree, such space to be not less than four ~~square feet~~ foot in radius as measured from the trunk of the tree.

§ 189-11. Attachment of electric wires prohibited.

No person shall permanently attach any electric wire, insulator or any device for the holding of an electric wire to any shade tree.

§ 189-12. Enforcement.

Provisions of this chapter shall be enforced by Montgomery Township or its duly authorized representatives.

§ 189-13. Violations and penalties.

- A. Any person who shall violate any of the provisions of this chapter or who shall violate the terms or conditions of any permit issued under this chapter shall be liable, upon a finding of a violation by a District Justice, to a fine or penalty not exceeding \$500 for each and every offense, and each day that any such violation shall continue shall constitute a separate offense punishable by a like fine or penalty. Such fine or penalties may be collected as like fines and penalties are now by law collected.
- B. Such fine or penalties shall be a lien upon the real estate of the offender and may be collected as municipal claims are collected.

§ 189-14. Disposition of penalties and assessments.

All penalties or assessments imposed under this chapter shall be paid to the Township Treasurer to be placed to the credit of the Montgomery Township Tree Fund subject to be drawn upon by the Commission for the purposes of the preceding sections as approved by the Board.

§ 189-15. Advisory role.

The Board is to be advisory and shall coordinate its activities with the elected officials and other advisory committees of the Township.

§ 189-16. Service without pay; reimbursement for certain expenses.

Members of the Board shall receive no compensation for their services. Upon approval of the Supervisors, members of the Board may be reimbursed by the Township for certain expenses incurred in performance of their duties.

§ 189-17. Maintenance by Township funds.

The Commission shall annually certify the costs incurred under this chapter to the Supervisors. The costs shall be paid from the general Township fund.

§205 Subdivision and Land Development Ordinance

§ 205-51 Landscape Plan Requirements

- A. The landscape plan will show the following information

Add the following section:

(20) Where street trees are required as part of a Subdivision and/or Land Development application, a note shall be included in the landscape plan and as part of the land development agreement stating that all required street trees, in any location, which are removed or die, when not required to be replaced in accordance with the guarantee requirements outlined in §205-49G and §205-49H, shall be replaced at a rate of 1:1 in perpetuity by the property owner where they are located in accordance with the requirements outlined in §189-7.1B of the Shade Tree ordinance.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #10

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**SUBJECT:** Consider – Amending Appointments for Planning Commission  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chairwoman  
**INITIATED BY:** Marianne McConnell, Director of Planning & Zoning

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**BACKGROUND:**

The Planning Commission currently has seven members and two alternates appointed by the Board of Supervisors. Tom Borghetti has served on the Planning Commission since July 2019. He was previously appointed as an alternate and would like to be appointed as a member. In order to maintain the numbers of members and alternates, Rutuke Patel has volunteered to have his appointment modified to the alternate role.

**MOTION/RESOLUTION:**

**MOTION** to appoint Tom Borghetti as a member of the Planning Commission with a term to expire January 2025 and appointing Rutuke Patel as an alternate member of the Planning Commission with a term to expire January 2026.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #11

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**SUBJECT:** Consider Adoption of Ordinance #24-343 - Authorizing the Enforcement of Traffic Control Signals Using Automated Red-Light Enforcement

**MEETING DATE:** August 12, 2024

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

**INITIATED BY:** J. Scott Bendig, Chief of Police

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**BACKGROUND:**

On July 11, 2024, staff requested authorization to advertise for an amendment to the Township Code Part II, General Legislation, Chapter 222 -*Vehicles and Traffic*. Staff recommended amending Chapter 222 and adding Article IX, *Automated Red Light Enforcement*.

In 2023, members of the police department's Highway Safety Unit conducted a comprehensive evaluation of traffic crashes within the township to identify how best to reduce crashes and ensure the safety of the motoring public and pedestrians within our community. High accident locations were identified, and strategies were implemented to reduce these crashes, including educational initiatives, discussions with township traffic safety professionals, and enforcement.

On February 26, 2024, members of the police department's Highway Safety Unit conducted a presentation at the Board of Supervisors Meeting, requesting input regarding the implementation of an automated red-light enforcement camera program to be utilized at intersections that continue to trend with high crash occurrence despite efforts undertaken to reduce these collisions. This evening, the staff is requesting authorization to advertise an amendment to our township ordinance, adding a PennDOT-mandated provision that would allow the use of automated red-light enforcement cameras within the township.

After discussion and review with our Township Solicitor, the staff is presenting the proposed ordinance for adoption, amending the Township Code Part II, General Legislation, Chapter 222, to reflect the above recommendation.

**PREVIOUS BOARD ACTION:**

The Board of Supervisors previously authorized the advertisement of the proposed ordinance amendment at the public meeting on July 11, 2024.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors adopt the amendment to the Township Code Part II, General Legislation, Chapter 222 -*Vehicles and Traffic*, adding Article IX, *Automated Red Light Enforcement*.

MOTION/RESOLUTION:

**Motion** to adopt Ordinance #24-343 – amending the Township Code Part II, General Legislation, Chapter 222 -*Vehicles and Traffic*, adding Article IX, *Automated Red Light Enforcement*.

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

## MONTGOMERY TOWNSHIP LEGAL NOTICE

On Monday, August 12, 2024, at 7:00 p.m. during its regularly scheduled meeting at the Township Building located at 1001 Stump Rd., Montgomeryville, PA 18936, the Montgomery Township Board of Supervisors will consider enacting: **AN ORDINANCE OF THE TOWNSHIP OF MONTGOMERY, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING CHAPTER 222 OF THE CODIFIED ORDINANCES OF MONTGOMERY TOWNSHIP TO INSERT A NEW ARTICLE IX AUTHORIZING THE ENFORCEMENT OF SECTION 3112(a)(3) OF THE PENNSYLVANIA MOTOR VEHICLE CODE (RELATING TO TRAFFIC CONTROL SIGNALS) BY RECORDING VIOLATIONS USING AN AUTOMATED RED LIGHT ENFORCEMENT SYSTEM APPROVED BY THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.**

The ordinance will authorize the use of automated red light enforcement systems at the following intersections: Horsham Road and US 202 Parkway; Horsham Road and Stump Road; Bethlehem Pike and Cowpath Rd, Doylestown Rd, and Horsham Rd; US 202 Parkway and Knapp Road; Bethlehem Pike and North Wales Road; Bethlehem Pike and Dekalb Pike and Upper State Road; and Welsh Road and US 202 Parkway, and provide for definitions, penalties, limitations, defenses, duties of the Township and system administrator, notice requirements, and fine and hearing procedures.

A copy of the full text of the proposed ordinance is available for inspection and/or copying by the public by appointment at the Township Building, the offices of this newspaper, and the Montgomery County Law Library. The public is invited to attend and will be given an opportunity to provide comments regarding the proposed ordinance. Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Director of Administration & Human Resources at 215-393-6900.

CAROLYN MCCREARY  
TOWNSHIP MANAGER



PHILADELPHIA GROUP

**AFFIDAVIT OF PUBLICATION**  
390 Eagleview Boulevard • Exton, PA 19341

Montgomery Township - Legal Notices  
1001 STUMP ROAD  
MONTGOMERYVILLE, PA 18936  
Attention: C McCREARY

STATE OF PENNSYLVANIA,

MONTGOMERY TOWNSHIP  
LEGAL NOTICE

The undersigned Richard L. Crowe, being duly sworn the he/she is the principal clerk of The Reporter, The Reporter Digital, published in Montgomery County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

On Monday, August 12, 2024, at 7:00 p.m. during its regularly scheduled meeting at the Township Building located at 1001 Stump Rd., Montgomeryville, PA 18936, the Montgomery Township Board of Supervisors will consider enacting:  
**AN ORDINANCE OF THE TOWNSHIP OF MONTGOMERY, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING CHAPTER 222 OF THE CODIFIED ORDINANCES OF MONTGOMERY TOWNSHIP TO INSERT A NEW ARTICLE IX AUTHORIZING THE ENFORCEMENT OF SECTION 3112(a) (3) OF THE PENNSYLVANIA MOTOR VEHICLE CODE (RELATING TO TRAFFIC CONTROL SIGNALS) BY RECORDING VIOLATIONS USING AN AUTOMATED RED LIGHT ENFORCEMENT SYSTEM APPROVED BY THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.**  
The ordinance will authorize the use of automated red light enforcement systems at the following intersections: Horsham Road and US 202 Parkway; Horsham Road and Stump Road; Bethlehem Pike and Cowpath Rd, Doylestown Rd, and Horsham Rd; US 202 Parkway and Knapp Road; Bethlehem Pike and North Wales Road; Bethlehem Pike and Dekalb Pike and Upper State Road; and Welsh Road and US 202 Parkway, and provide for definitions, penalties, limitations, defenses, duties of the Township and system administrator, notice requirements, and fine and hearing procedures.

Montgomery Township - Legal Notices

Published in the following edition(s):

The Reporter, The Reporter Digital  
07/29/24

Commonwealth of Pennsylvania - Notary Seal  
MAUREEN SCHMID, Notary Public  
Montgomery County  
My Commission Expires March 31, 2025  
Commission Number 1248132

Sworn to the subscribed before me this 7/29/24.

Maureen Schmid  
Notary Public, State of Pennsylvania  
Acting in County of Montgomery

A copy of the full text of the proposed ordinance is available for inspection and/or copying by the public by appointment at the Township Building, the offices of this newspaper, and the Montgomery County Law Library. The public is invited to attend and will be given an opportunity to provide comments regarding the proposed ordinance. Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Director of Administration & Human Resources at 215-393-6900.

Carolyn McCreary  
Township Manager

Advertisement Information

Client Id: 881229 Ad Id: 2623585 PO: 8/12/24 Ord Mtg Sales Person: 063308

**MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 24-343**

**AN ORDINANCE OF THE TOWNSHIP OF MONTGOMERY, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING CHAPTER 222 OF THE CODIFIED ORDINANCES OF MONTGOMERY TOWNSHIP TO INSERT A NEW ARTICLE IX AUTHORIZING THE ENFORCEMENT OF SECTION 3112(a)(3) OF THE PENNSYLVANIA MOTOR VEHICLE CODE (RELATING TO TRAFFIC CONTROL SIGNALS) BY RECORDING VIOLATIONS USING AN AUTOMATED RED LIGHT ENFORCEMENT SYSTEM APPROVED BY THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Montgomery Township Board of Supervisors believes it is in the best interest of the safety of Township residents and visitors to participate in the Commonwealth's Automated Red Light Enforcement System at certain intersections within the Township.

**NOW, THEREFORE**, it is hereby **ENACTED** and **ORDAINED** by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, that the Codified Ordinances be amended to provide for participation in the Automated Red Light Enforcement System.

Section 1. Chapter 222 Vehicles and Traffic of the Codified Ordinances shall be amended by inserting a new Article IX as follows:

**Article IX Automated Red Light Enforcement**

**Section 222-39 Definitions**

Automated red light enforcement system. Shall mean a vehicle sensor installed to work in conjunction with a traffic-control signal which automatically produces one or more photographs or video recordings of a vehicle at the time the vehicle is used or operated in a manner that is a violation of the Motor Vehicle Code or as otherwise defined under the Motor Vehicle Code.

Designee. Shall include a person, business entity or governmental entity, including the Pennsylvania Department of Transportation.

Motor Vehicle Code. Shall mean title 75 of the Pennsylvania Consolidated Statutes.

Photograph. Shall mean any visual image produced by an automated red light enforcement system.

System Administrator. Shall mean the Montgomery Township Police Department or its designee.

### **Section 222-40 Automated Red Light Enforcement**

An individual whose vehicle is recorded by an automated red light enforcement system in violation of the prohibition of section 3112(a)(3) of the Motor Vehicle Code (relating to obedience to the steady red light indication of traffic control signals) at such intersections of Montgomery Township designated and identified pursuant to this Ordinance shall be liable for civil penalties as set forth in this Ordinance.

### **Section 222-41 Intersections at Which this Ordinance Applies**

Automated red light enforcement systems approved by the Pennsylvania Department of Transportation may be used to enforce this Ordinance only at the following intersections and as this list may be amended from time to time by Ordinance, subject to the designation of such intersections by agreement of the System Administrator and the Pennsylvania Secretary of Transportation:

Horsham Road and US 202 Parkway

Horsham Road and Stump Road

Bethlehem Pike and Cowpath Rd; Doylestown Rd; Horsham Rd

US 202 Parkway and Knapp Road

Bethlehem Pike and North Wales Road

Bethlehem Pike and Dekalb Pike; Upper State Road

Welsh Road and US 202 Parkway

### **Section 222-42 Penalties**

- A. The penalty for violating this Ordinance shall be a fine of \$100.00.
- B. A fine is not authorized for a violation of this Ordinance if any of the following apply:
  1. The intersection is being manually controlled; or
  2. The signal is in the mode described in section 3114 of the Motor Vehicle Code (relating to flashing signals).
- C. A fine is not authorized during any of the following, but a warning may be sent to the violator:
  1. the first 60 days of operation of the automated red light enforcement systems at the initial intersections.

2. the first 30 days for each additional intersection selected for the automated red light enforcement system.
- D. A penalty imposed under this section shall not be deemed a criminal conviction. It shall not be made part of the operating record under section 1535 (relating to the schedule of convictions and points) of the individual upon whom the penalty is imposed, nor may the imposition of the penalty be subject to merit rating for insurance purposes.
  - E. No surcharge points may be imposed in the provision of motor vehicle insurance coverage. Fines collected under this Ordinance shall not be subject to 42 Pa.C.S. §3571 (relating to Commonwealth portion of fines, etc.) or 3573 (relating to municipal corporation portion of fines, etc.).

### **Section 222-43 Limitations**

- A. No automated red light enforcement system shall be utilized in such a manner as to take a frontal view recorded image of the vehicle as evidence of having committed a violation.
- B. Notwithstanding any other provision of law, camera equipment deployed as part of the automated red light enforcement system as provided for by this Ordinance must be incapable of automated or user-controlled remote intersection surveillance by means of recorded video images. Recorded images collected as part of the automated red light enforcement system may only record traffic violations and may not be used for any other surveillance purposes. The restrictions set forth under this paragraph shall not be deemed to preclude a court of competent jurisdiction from issuing an order directing that the information be provided to law enforcement officials if the information is reasonably described and is requested solely in connection with a criminal law enforcement action.
- C. Notwithstanding any other provision of law, information prepared under this section and information relating to violations under this section which is kept by the Township, its authorized agents, or employees, including recorded images, written records, reports or facsimiles, names, and addresses, shall be for the exclusive use of the Township, its authorized agents, its employees, and law enforcement officials for the purpose of discharging their duties under this Ordinance. The information shall not be deemed a public record under the act of February 14, 2008 (P.L. 6 No. 3), known as the Right-to-Know Law. The information shall not be discoverable by court order or otherwise, nor shall it be offered in evidence in any action or proceeding which is not directly related to a violation of this section or any ordinance or resolution of the Township. The restrictions set forth under this paragraph shall not be deemed to preclude a court of competent jurisdiction from issuing an order directing that the information be provided to law enforcement officials if the information is reasonably described and is requested solely in connection with a criminal law enforcement action.

- D. Recorded images obtained through the automated red light enforcement systems deployed to promote traffic safety in the Township shall be destroyed within 30 days following the final disposition of any recorded event. The System Administrator shall file notice with the Department of State that the records have been destroyed in accordance with this paragraph.
- E. Notwithstanding any other provision of law, registered vehicle owner information obtained as a result of the operation of an automated red light enforcement system under this Ordinance shall not be the property of the manufacturer or vendor of the automated red light enforcement system and may not be used for any purpose other than prescribed in this Ordinance.

#### **Section 222-44 Defenses to Liability**

- A. It shall be a defense to a violation under this Ordinance that the person receiving the notice of violation was not operating the vehicle at the time of the offense. The owner may be required to submit evidence that the owner was not the driver at the time of the alleged violation. The Township may not require the owner of the vehicle to disclose the identity of the operator of the vehicle at the time of the violation.
- B. If an owner receives a notice of violation under this Ordinance of a time period during which the vehicle was reported to a police department of any state or municipality as having been stolen, it shall be a defense to a violation under this section that the vehicle has been reported to a police department as stolen prior to the time the violation occurred and not been recovered prior to that time.
- C. It shall be a defense to a violation under this Ordinance that the person receiving the notice of violation was not the owner or lessor of the vehicle at the time of the offense.
- D. No owner shall be found liable pursuant to this Ordinance if he or she is convicted of a violation pursuant to the Motor Vehicle Code for the same violation.

#### **Section 222-45 Duties of Montgomery Township**

- A. The Township may not use an automated red light enforcement system unless an appropriate sign is posted in a conspicuous place before the area where the automated red light enforcement device is to be used, notifying the public that an automated red light enforcement device is immediately ahead.
- B. The Montgomery Township Police Department or its designee shall serve as the System Administrator to supervise and coordinate the administration of notices of violations issued under this Ordinance.
- C. The following requirements apply to notices issued by the System Administrator:
  - 1. The System Administrator shall prepare a notice of violation to the registered

owner of a vehicle identified in a recorded image produced by an automated red light enforcement system as evidence of a violation of section 3112(a)(3) of the Motor Vehicle Code. The notice of violation must be issued by a police officer employed by the Montgomery Township Police Department. The notice of violation must include a written statement that the automated red light enforcement system was operating correctly at the time of the alleged violation. The notice of violation must have attached to it all of the following:

- a) A copy of the recorded image showing the vehicle.
- b) The registration number and state of issuance of the vehicle registration.
- c) The date, time, and place of the alleged violation.
- d) Notice that the violation was charged under section 3112(a)(3) of the Motor Vehicle Code.
- e) Instructions for the return of the notice of violation.

2. The notice shall contain the following statement: "This notice shall be returned personally, by mail or by agent duly authorized in writing, within 30 days of issuance. A hearing may be obtained upon the written request of the registered owner."

- D. The notice of violation must be signed by a Township police officer verifying that he or she has inspected the recorded images evidencing the violation and that he or she has reason to believe the information contained in the notice of violation is true and correct.
- E. Notices of violation must be sent by first-class mail. A manual or automatic record of mailing prepared by the System Administrator in the ordinance normal course of business shall be prima facie evidence of mailing and shall be admissible in any judicial or administrative proceeding as to the facts contained therein.

#### **Section 223-46 System Administrator**

- A. The System Administrator may hire and designate personnel as necessary or contract for services to implement this Ordinance.
- B. The System Administrator shall process fines issued under this section.
- C. The System Administrator shall submit an annual report to the chairman and minority chairman of the Transportation Committee of the Senate and the chairman and minority chairman of the Transportation Committee of the House of Representatives. The report shall be considered a public record under the Right-to-Know Law and include for the prior year:
  1. The number of violations and fines issued.
  2. A compilation of fines paid and outstanding.
  3. The amount of money paid to a vendor or manufacturer under this Ordinance.

### **Section 223-47 Notice to Owner**

In the case of a violation involving a motor vehicle registered under the laws of this Commonwealth, the notice of violation must be mailed within 30 days of the commission of the violation or within 30 days after the discovery of the identity of the registered owner, whichever is later, to the address of the registered owner as listed in the records of the Department of Transportation. In the case of motor vehicles registered in jurisdictions other than this Commonwealth, the notice of violation must be mailed within 30 days after the discovery of the identity of the registered owner to the address of the registered owner as listed in the records of the official in the jurisdiction having charge of the registration of the vehicle. A notice of violation under this section must be provided to an owner within 90 days of the commission of the offense.

### **Section 223-48 Mailing of Notice and Records**

Notices of violation must be sent by first-class mail. A manual or automatic record of mailing prepared by the System Administrator in the normal course of business shall be prima facie evidence of mailing and shall be admissible in any judicial or administrative proceeding as to the facts contained therein.

### **Section 223-49 Payment of Fine**

- A. An owner to whom a notice of violation has been issued may admit responsibility for the violation and pay the fine provided in the notice.
- B. Payment must be made personally, through an authorized agent, electronically, or by mailing both payment and the notice of violation to the System Administrator. Payment by mail must be made only by money order, credit card, or check made payable to the System Administrator. The System Administrator shall remit the fine, less the System Administrator's operation and maintenance costs necessitated under this section, to the Department of Transportation for deposit into a restricted receipts account in the Motor License Fund. The Department of Transportation shall use fines deposited in the fund under this paragraph for a Transportation Enhancements Grant Program.

### **Section 223-50 Request for a Hearing**

- A. An owner to whom a notice of violation has been issued may, within 30 days of the mailing of the notice, request a hearing to contest the liability alleged in the notice. A hearing request must be made by appearing before the System Administrator during regular office hours, either personally or by an authorized agent, or by mailing a request in writing.
- B. Upon receipt of a hearing request, the System Administrator shall, in a timely manner, schedule the matter before a Hearing Officer. Written notice of the date, time, and place of the hearing must be sent by first-class mail to the owner.

### **Section 223-51 Hearings**

- A. The hearing shall be informal, the rules of evidence shall not apply, and the decision of the Hearing Officer shall be final, subject to the right of the owner to appeal to the magisterial district judge.
- B. If the owner requests in writing that the decision of the hearing officer be appealed to the magisterial district judge, the System Administrator shall file the notice of violation and supporting documents with the magisterial district judge, who shall hear and decide the matter de novo.

### **Section 223-52 Compensation to Manufacturer of Vendor**

The compensation paid to the manufacturer or vendor of the automated red light enforcement system may not be based upon the number of traffic citations issued or a portion or percentage of the fines generated by the citations. The compensation paid to the manufacturer or vendor of the equipment shall be based upon the value of the equipment and the services provided or rendered in support of the automated red light enforcement system.

### **Section 223-53 Duration of Yellow Light Change Interval**

The duration of the yellow light change interval at intersections where automated red light enforcement systems are in use shall conform to the yellow light change interval duration specified on the traffic signal permit issued by the Department of Transportation or the Township.

### **Section 223-54 Revenue Limit**

The Township may not collect an amount equal to or greater than 5% of its annual budget from the collection of revenue from the issuance and payment of violations under this Ordinance.

Section 2. Repealer. This Ordinance hereby repeals any provision inconsistent with this Ordinance to the extent of such inconsistency. All other provisions of the Codified Ordinances of Montgomery Township, not inconsistent herewith, shall remain in full force and effect.

Section 3. Severability. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is determined by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective five (5) days after its adoption.



**ORDAINED AND ENACTED** by the Board of Supervisors of Montgomery Township,  
Montgomery County, Pennsylvania this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Carolyn McCreary, Township Secretary

By: \_\_\_\_\_  
Candyce Fluehr Chimera, Chair  
Montgomery Township Board of Supervisors

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

Item #12

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**SUBJECT:** Consider Approval of Capital Purchase-Mobile Data Computers  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Annette M. Long, Public Safety Committee Liaison  
**INITIATED BY:** J. Scott Bendig, Chief of Police

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**BACKGROUND:**

Mobile data computers (MDCs) are installed in each of the police vehicles utilized for patrol activities. These MDCs act as the patrol officer's link to several information services to include: the Computer Aided Dispatch (CAD) system, countywide records management system, PennDOT driver and vehicle information, the Pennsylvania Court System, and other law enforcement applications. The MDCs are also used to run thermal imaging cameras and in-car camera systems in police vehicles.

The existing MDCs were installed in 2019 and have reached their end of life. These MDCs are performing at a slower level due to the number of applications being utilized, combined with the inability to expand the memory and operating systems. The department is proposing the replacement of these MDCs while maintaining the original docking stations that are operational and compatible with the new equipment.

Attached is a quote dated August 7, 2024, from Patrol PC, an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract #012-E23-340), to provide the MDCs, at a total cost of \$61,967.38. The equipment meets the specifications prepared by the Police Department.

**BUDGET IMPACT:**

A total of \$62,000.00 was included in the 2024 Approved Final Budget-Police Department Capital Replacement for the purchase of replacement MDCs.

**RECOMMENDATION:**

It is recommended the Board of Supervisors approve the awarding of the contract for the referenced purchase per the 2024 Approved Final Budget.

**MOTION/RESOLUTION:**

**Motion** to approve the purchase of the fourteen (14) MDCs, from the authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 012-073) at a total cost of \$61,967.38 per their quote dated August 7, 2024.

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



**QUOTE**

# QUO-13334

2024-08-07

Sales Agent: Jim Simone

Email: jsimone@patrolpc.com

Phone: (609) 464-4064



**Advanced Electronic Design Inc**  
 344 John Dietsch Blvd, Unit 2  
 North Attleboro, MA, US 02763  
 (508) 699-0458

**DRAFT**

Attention		
William Peoples	wpeoples@montpd.org	(215) 362-2301

Bill To	Ship To
MONTGOMERY TOWNSHIP POLICE DEPARTME 1001 Stump Road Montgomeryville, PA - 18936	MONTGOMERY TOWNSHIP POLICE DEPARTME 1001 Stump Road Montgomeryville, PA - 18936

Expiry Date	Shipping Rate	Payment Terms
2024-10-06	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
<b>RH-M3</b>	RhinoTab® M3 UltraRugged® Portable MDT (Intel Core i7-1185G7E Processor (2.2GHz/3.1GHz, 4MB Cache, 2 Core, HD8000 Graphics, Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45GHz B/G/N/AC + Bluetooth, GPS, 2MP Front Camera and 8MP Rear Camera w/ Flash, Dual Digital Microphones, Stereo Speakers, 2 USB 3.0 ports, TPM v2.0)	SALE	\$2,950.00	15	\$44,250.00
<b>RAM:</b>	32GB DDR4-2400 RAM		INCLUDED		INCLUDED
<b>RAM-32GB-DDR4</b>					
<b>Hard-Drive:</b>	512GB M.2 NVMe SSD (465GB Usable)		\$334.00		\$5,010.00
<b>SSD-512GB-NVMe</b>					
<b>Screen:</b>	12.1in 1024x768, 4:3 Ratio, Sunlight Readable, Optically bonded Display - 1200 NITS+ W/ Standard Graphic Overlay Package		INCLUDED		INCLUDED
<b>SCRN-IND-S-RH-M3</b>					
<b>Operating System:</b>	Windows 11 Pro 64 Bit Operating System for RhinoTab® M3		\$209.00		\$3,135.00
<b>OS-W11P64-RH-M3</b>					
<b>Bumpers:</b>	RhinoTab® M3 Shock-Absorbing Bumpers (Standard)		INCLUDED		INCLUDED
<b>BMP-S-RH-M3</b>					
<b>Warranty:</b>	Upgrade to 5 Year Extended RhinoTab M3 Warranty (Tablet Only)		\$407.00		\$6,105.00
<b>WRNT-5YR-RH-M3</b>					
<b>KBD-TG3-BLTXR-UCNNR-US</b>	Rugged Backlit Keyboard - TG3 KBA-BLTX R 82 Key Rubber Membrane Backlit Red Illuminated Keyboard with Touchpad/Coiled Cord - 3 year manufacturer's warranty	SALE	\$222.00	15	\$3,330.00

I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES  NO

**Subtotal:** \$61,830.00  
**Shipping Cost:** \$137.38  
**Total:** \$61,967.38

Printed Name: Carolyn McCreary

Date of Approval: 08/07/2024

Carolyn McCreary  
 Signature of Approval

**Note:**

M-3 Computers same spec as F-6 originally quoted . 32 Gb Ram , 512 Gb Storage Core i7 Gen 11 Motherboard , Windows 11 64 bit , 5 year warranty , Rubberized keyboards  
 Costars contract Vendor Advanced Electronic Design DBA Patrol pc Contract #012-E23-340

**Terms & Conditions:**

Sales tax, if applicable, will be invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #13

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**SUBJECT:** Consider Purchase of Fuel through 2024-2025 Montgomery County Consortium Fuel Contract  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chairwoman  
**INITIATED BY:** Greg Reiff, Public Works Director

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**BACKGROUND:**

The Township has the opportunity to purchase petroleum products from the Montgomery County Consortium Fuel Contract. The contract has been awarded to Pilot Thomas Logistics. The contract is valid for one year and will run from September 1, 2024, to August 31, 2025.

**BUDGET IMPACT:**

Allocations for fuel for all Departments were included in the 2024 approved final Budget.

**RECOMMENDATION:**

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

**MOTION/RESOLUTION:**

**Motion** to approve the Township's participation in the Montgomery County Consortium Fuel Contract awarded to Pilot Thomas Logistics for the purchase of petroleum products for a period of one year ending on August 31, 2025.

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



# UPPER MERION PUBLIC WORKS

## NOTICE OF CONTRACT AWARD

From: Geoff Hickman, Director of Public Works  
To: Douglas Braunsdorf, Pilot Thomas Logistics  
Encl: (1) Independent Contractor/Professional Services Sales of Goods & Merchandise Agreement  
(2) Exhibit D: Required Forms

Subj: 2024-2025 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

Dear Mr. Braunsdorf:

On Thursday, June 13, 2024, the Upper Merion Township Board of Supervisors awarded the 2024-2025 Montgomery County Consortium Fuel Contract to Pilot Thomas Logistics (PTL) of Bensalem, Pennsylvania for the price differentials of \$0.1295 (Regular Unleaded), \$0.0155 (Super Unleaded), and \$0.1550 (B2 Diesel). The term of this contract shall be from September 1, 2024 through August 31, 2025.

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

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

In addition, please furnish Upper Merion Township with a performance bond in an amount equal to one hundred percent (100%) of the contract award amount, as well as a completed Certificate of Insurance listing Upper Merion Township Board of Supervisors as additionally insured. The contract award amount is \$239,981.28, calculated as the quantity of each fuel multiplied by PTL's unit price.

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

Respectfully,

A handwritten signature in black ink, appearing to read "GHickman", written over a horizontal line.

Geoff Hickman  
Director of Public Works  
Upper Merion Township

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



# UPPER MERION PUBLIC WORKS

June 7, 2024

MEMORANDUM

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

Subj: RECOMMENDATION OF AWARD FOR THE 2024-2025 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

1. On behalf of the Montgomery County Consortium of Communities, Upper Merion Township received sealed bids online for the 2024-2025 Montgomery County Consortium Fuel Contract on May 31, 2024. Five vendors submitted bids:

- Petroleum Traders Corporation (PTC) of Fort Wayne, IN,
- Riggins, Inc. of Vineland, NJ
- Colonial Oil of Savannah, GA
- Global Montello of Waltham, MA
- Pilot Thomas of Bensalem, PA

All bidders submitted responsive bids, and the apparent low bidder for Bid Item 1 (87 Octane Gasoline) and Bid Item 3 (B2 Bio-diesel) is Pilot Thomas Logistics and Bid Item 2 (Octane Gasoline 93) is Riggins, Inc. The margins and ranks for all received bids are provided in Table 1:

Bid Items	Colonial Oil Industries		Global Montello Group		Petroleum Traders Corporation		Pilot Thomas Logistics		Riggins	
	Margin	Rank	Margin	Rank	Margin	Rank	Margin	Rank	Margin	Rank
Bid Item 1: Regular Unleaded (87 Octane)	*0.2294	4	N/A	5	*0.1999	3	0.1295	1	0.1350	2
Bid Item 2: Super Unleaded (93 Octane)	0.1797	4	N/A	5	0.0286	3	0.0155	2	0.0120	1
Bid Item 3: B2 w/ 2% Bio-diesel	*0.3706	3	0.6737	5	*0.4855	4	0.1550	1	0.1990	2

\* Denotes average margin across all locations.



# UPPER MERION PUBLIC WORKS

2. Using the OPIS Philadelphia Daily Average fuel prices published on Thursday, April 25 2024 and the estimated fuel quantities provided by the participating members of the Consortium, the extended fuel prices for each bidder are provided in Table 2 for comparative analysis. The lowest estimated total bid was submitted by Pilot Thomas Logistics:

Bid Items	Quantity (GAL)	OPIS Price (\$)	Bidder Margin (\$)	Estimated Total (\$)
Colonial Oil: Bid Item 1*	732,200	\$ 2.7056	\$ 0.2294	\$ 2,149,007.00
Colonial Oil: Bid Item 2	514,000	\$ 3.3013	\$ 0.1797	\$ 1,789,234.00
*	885,125	\$ 2.6152	\$ 0.3706	\$ 2,642,806.23
Colonial Oil: Bid Total	---	---	---	\$ 6,581,047.23
Global Montello: Bid Item 1	732,200	\$ 2.7056	No Bid	No Bid
Global Montello: Bid Item 2	514,000	\$ 3.3013	No Bid	No Bid
Global Montello: Bid Item 3	885,125	\$ 2.6152	\$ 0.6737	\$ 2,911,087.61
Global Montello: Bid Total	---	---	---	\$ 2,911,087.61
Petroleum Traders: Bid Item 1*	732,200	\$ 2.7056	\$ 0.1999	\$ 2,127,407.10
Petroleum Traders: Bid Item 2	514,000	\$ 3.3013	\$ 0.0286	\$ 1,711,568.60
Petroleum Traders: Bid Item 3*	885,125	\$ 2.6152	\$ 0.4855	\$ 2,744,507.09
Petroleum Traders: Bid Total	---	---	---	\$ 6,583,482.79
Pilot Thomas: Bid Item 1	732,200	\$ 2.7056	\$ 0.1295	\$ 2,075,860.22
Pilot Thomas: Bid Item 2	514,000	\$ 3.3013	\$ 0.0155	\$ 1,704,835.20
Pilot Thomas: Bid Item 3	885,125	\$ 2.6152	\$ 0.1550	\$ 2,451,973.28
Pilot Thomas: Bid Total	---	---	---	\$ 6,232,668.70
Riggins: Bid Item 1	732,200	\$ 2.7056	\$ 0.1350	\$ 2,079,887.32
Riggins: Bid Item 2	514,000	\$ 3.3013	\$ 0.0120	\$ 1,703,036.20
Riggins: Bid Item 3	885,125	\$ 2.6152	\$ 0.1990	\$ 2,490,918.78
Riggins: Bid Total	---	---	---	\$ 6,273,842.30

TABLE 2 Estimated Total = Quantity x (OPIS Price + Bidder Margin)

3. The Township used PennBid to conduct the solicitation. Twenty (20) prospective bidders viewed the solicitation online, twenty (20) bidders downloaded the bid documents, three (3) bidders submitted RFIs, and five (5) firms submitted bids.





# UPPER MERION PUBLIC WORKS

4. In consideration of the available information, the Department of Public Works recommends the award of the 2024-2025 Montgomery County Consortium Fuel Contract to Pilot Thomas Logistics, of Bensalem, Pennsylvania for the estimated contract amount of \$6,232,668.70.

Geoffrey Hickman  
Director of Public Works  
Upper Merion Township

Copy to:  
Brandon Ford – Springfield Township (Montco)  
E.J. Mentry – Lower Providence Township  
Christine Saladino – Upper Merion Township

Bid Items	Quantity (GAL)	OPIS Price (\$)	Bidder Margin (\$)	Estimated Total (\$)
Colonial Oil: Bid Item 1*	732,200	\$ 2.7056	\$ 0.2294	\$ 2,149,007.00
Colonial Oil: Bid Item 2	514,000	\$ 3.3013	\$ 0.1797	\$ 1,789,234.00
*	885,125	\$ 2.6152	\$ 0.3706	\$ 2,642,806.23
Colonial Oil: Bid Total	---	---	---	\$ 6,581,047.23
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Global Montello: Bid Item 3	885,125	\$ 2.6152	\$ 0.6737	\$ 2,911,087.61
Global Montello: Bid Total	---	---	---	\$ 2,911,087.61
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Riggins: Bid Total	---	---	---	\$ 6,273,842.30

\* Denotes average margin across all locations.

TABLE 2: Estimated Total = Quantity x (OPIS Price + Bidder Margin)

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

THIS AGREEMENT, entered into on this 27th day of June 2024 by and between Upper Merion Township (Township), and Pilot Thomas Logistics independent Contractor/Business or a corporation organized under the laws of "Commonwealth of PA" ("I.C."). LLC

**WITNESSETH**

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

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

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

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

- A. 2024-2025 Montgomery County Consortium Fuel Contract
- B. Dated for Receipt on Friday, September 1, 2024

2. Time of Performance: I.C. shall perform services in accordance with the time schedules set forth in the 2024-2025 Montgomery County Consortium Fuel Contract and this Agreement and incorporated herein. I.C. shall begin performance of services within calendar days of receipt of a "Written Notice to Proceed". I.C. shall complete its services for each specified item listed in Exhibit C of the Contract.

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

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

4. Term: This Agreement shall expire on August 31, 2025, unless specified in the Contract Documents contained in the Bid Proposal (*Alternative Provision*). This Agreement is effective as of the date signed by both parties and shall continue in effect until cancelled by either party upon written notice to the other party.

5. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. To the Township at:

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

B. To I.C. at:

Pilot Thomas Logistics LLC  
PO Box 2136  
Grapevine, Texas 76099  
Attention: Legal Department

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

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

**TOWNSHIP OF UPPER MERION**

WITNESS: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(AFFIX CORPORATE SEAL)

SIGNATURES: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY:



**CONTRACTOR**

DENNIS J. CASSIDY JR.

PRESIDENT & CEO

(AFFIX CORPORATE SEAL)

## EXHIBIT D: REQUIRED FORMS

### A. Non-Collusion Affidavit.

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S., subsection 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on price(s) and the amount (s) quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
7. Complete the Non-Collusion Affidavit form on the next page.

STATE OF: Pennsylvania

CONTRACT/BID #: Montgomery County Consortium Fuel Contract

C O U N T Y O F : M o n t g o m e r y

I state that I am SVP - Commercial <sup>(Me)</sup> of Pilot Thomas Logistics LLC <sup>(Firm Name)</sup> authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

0. Pilot Thomas Logistics LLC <sup>(Firm Name)</sup> its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Pilot Thomas Logistics LLC <sup>(Firm Name)</sup> understands and acknowledges that the above Representations are material and important, and will be relied on by Upper Merion Township in awarding the contract for which this bond is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Upper Merion Township of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
*(signed)*

SVP - Commercial

\_\_\_\_\_  
*(Title)*

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31st

DAY OF May 2024.



B. Consent of Surety.

Idttq Mutual Insurance Company

*(Name of Insurance Company)*

175 Berkeley Street Boston, MA 02116

*(Address)*

Duly qualified to transact business in the Commonwealth of Pennsylvania hereby agrees that if Pilot Thomas Logistics LLC

*(Name of Bidder)*

is the successful bidder for the 2024-2025 Montgomery County Consortium Fuel Contract, it as Surety will provide the Bidder with such bonds in such amounts as are required in the advertisement and in the exhibits.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Please see additional forms and attachments with Bid Bond as provided by Liberty Mutual Insurance Company

\_\_\_\_\_  
*(Name of Insurance Company)*

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

*(Attorney in Fact)*

NOTE: Be sure to attach proof of Power of Attorney of current date.

C. Workers' Compensation Insurance Coverage Information.

1 Applicant.

The applicant is a contractor within the meaning of the Pennsylvania Workers' Compensation Law:

Yes No

If the answer is 'Yes', complete Sections "B" and "C" below as appropriate.

2. Insurance Information.

Name of Applicant: Pilot Thomas Logistics LLC

Federal or State Employer Identification No.: 27-0018956

Applicant is a qualified self-insurer for workers' compensation.

Certificate attached

Name of Workers' Compensation Insurer: At u1.-M5U14k6E. COAIPAAN

Workers' Compensation Insurance Policy No.: Vi 0.14 - 44 -064.S

Certificate attached

Policy Expiration Date: qi  
i

3. Exemption. Complete Section C if the applicant is a contractor claiming exemption from providing workers' compensation insurance.

The undersigned swears or affirms that he/she is not required to provide workers' compensation insurance under the provisions of Pennsylvania Workers' Compensation Law for one of the following reasons, as indicated:

I/We are a Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the township.

I/We have Religious exemption under the Workers' Compensation Law.

Subscribed and sworn before me this 31st day of M \_\_\_\_\_, 2024,

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

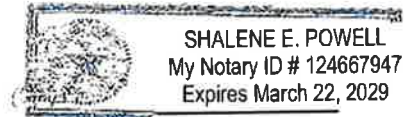
\_\_\_\_\_  
Signature of Applicant

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

My commission expires: 0 1st 2024

County of: 10-

Municipality of: \_\_\_\_\_



D. Commercial Drivers License Compliance.

Contractor's Statement of Compliance: Due to the nature of the work which this Contractor may perform for Upper Merion Township, the Contractor must use employees who perform safety sensitive functions for which a Commercial Driver's License (CDL) is typically required. Under federal Department of Transportation regulations (49 CFR Parts 40 and 382), the Contractor is responsible for implementing a drug and alcohol testing program for these employees. Prior to being awarded any contract by Upper Merion Township, and every six months thereafter of the contract, this Contractor must certify its compliance with these regulations to Upper Marion Township by signing the form below.

This certifies that on May 31 <sup>2024</sup>, Pilot Thomas Logistics LLC  
(Date) (Firm Name)

did provide Upper Marion Township with the following information attesting to the Contractor's current participation in a qualified drug and alcohol testing program.

Testing Program: Kelmar Safety Inc  
Program Contact: Nneka Ladday  
Person: Address: 221 West Main Street  
Greenfield, IN 46140  
Phone Number: 317-468-0730

Gi9 iP-ore  
Contractor's Signature

E. Public Works Employment Verification Form

Date: May 31, 2024

Organization Name: Pilot Thomas Logistics LLC

Address: 1051 Mustang Drive, Suite 600

City: Grapevine State: TX Zip Code: 76051

Check one:

Contractor  Subcontractor

Contracting Public Body: Upper Merion Township

Contract/Bid No.: 2024-2025 Montgomery County Consortium Fuel Contract

Description: 2024-2025 Montgomery County Consortium Fuel Contract

Location: Montgomery County, PA

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act (*the Ace*) through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

David Reynolds, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Pezed,d,e4.. "ff-oidd.

Authorized Representation Signature

# Document A312<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

Bond Number: 016243503

### CONTRACTOR:

(Name, legal status and address)

Pilot Thomas Logistics LLC  
1051 Mustang Drive, Suite 600  
Grapevine, TX 76051

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
State of Inc: Massachusetts

### OWNER:

(Name, legal status and address)

Upper Merion Township  
175 West Valley Forge Road  
King of Prussia, PA 19406-1802

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONSTRUCTION CONTRACT

Date: June 13, 2024

Amount: \$239,981.28

Description: (Name and location)

2024-2025 Montgomery County Consortium Fuel Contract

### BOND

Date: June 28, 2024

(Not earlier than Construction Contract Date)

Amount: \$239,981.28

Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Pilot Thomas Logistics LLC

### SURETY

Company: (Corporate Seal)  
Liberty Mutual Insurance Company

Signature: David Dodson

Name: DAVID DODSON

And Title: VICE PRESIDENT  
CORPORATE CONTROLLER

(Any additional signatures appear on the last page of this Performance Bond)

Signature: JoAnn R. Frank

Name: JoAnn R. Frank, Attorney-in-Fact

And Title:

(FOR INFORMATION ONLY – Name, address and telephone)

### AGENT or BROKER:

Marsh

Marsh USA LLC  
800 Market Street, Suite 1800  
St. Louis, MO 63101

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_

*(Corporate Seal)*

Company: \_\_\_\_\_

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address





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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 0204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, JoAnn R. Frank

all of the city of St. Louis, state of Missouri each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126844
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of June 2024.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HCS.UR@libertymutual.com



**LIBERTY MUTUAL INSURANCE COMPANY**  
**FINANCIAL STATEMENT – DECEMBER 31, 2023**

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits ..... \$1,850,245,073.00	Unearned Premiums ..... \$10,298,963,305.00
*Bonds – U.S. Government..... \$3,859,565,383.00	Reserve for Claims and Claims Expense .... \$28,848,537,243.00
*Other Bonds ..... \$21,046,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks ..... \$19,937,271,802.00	Reserve for Dividends to Policyholders..... \$1,310,198.00
Real Estate ..... \$122,228,711.00	Additional Statutory Reserve ..... \$296,126,000.00
Agents' Balances or Uncollected Premiums... \$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities ..... \$7,622,413,466.63
Accrued Interest and Rents..... \$186,906,667.00	<b>Total..... \$47,428,064,363.63</b>
Other Admitted Assets ..... \$15,677,869,683.63	Special Surplus Funds ..... \$209,508,757.00
<b>Total Admitted Assets ..... \$70,891,553,519.63</b>	Capital Stock ..... \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders ..... \$23,463,489,156.00
	<b>Total Liabilities and Surplus ..... \$70,891,553,519.63</b>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



*Timothy A. Mikolajewski*  
Timothy A. Mikolajewski, Assistant Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #14

---

**SUBJECT:** Ratification of Emergency Replacement of Traffic Signal Controller Cabinet at Route 309 & Knapp Road  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chairwoman  
**INITIATED BY:** Greg Reiff, Public Works Director

---

**BACKGROUND:**

As part of the Westrum project (Luxor Apartments), Armour & Sons Electric, Inc. was contracted to install battery backup, emergency preemption and pedestrian crossings to the traffic signal at Route 309 & Knapp Road. While in progress of the upgrades Armour & Sons Electric, Inc. determined that due to the age and condition of the controller cabinet and its components there is no way for them to make the necessary upgrades to the cabinet and ensure proper operation of the signal.

Armour & Sons Electric, Inc. and Signal Control Products, LLC advised that the controller cabinet needs immediate replacement to avoid dangerous malfunction of the signal. Emergency approval was given to proceed with the purchase and installation of a replacement traffic signal controller cabinet at a total cost of \$31,168.00.

**BUDGET IMPACT:**

This project is being paid for out of the Capital Reserve Fund.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors ratify the purchase and installation of a replacement traffic signal controller cabinet for Route 309 & Knapp Road at a total cost of \$31,168.00.

**MOTION/RESOLUTION:**

**Motion** to ratify the purchase and installation of a replacement traffic signal controller cabinet for Route 309 & Knapp Road at a total cost of \$31,168.00.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item # 15

---

**SUBJECT:** Approve 2024 Fall Recreation Programs and Fee Schedule  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Annette Long, Supervisor  
**INITIATED BY:** Angelina Capozzi, Community Recreation Program Director  
Brian Sullivan, Facilities & Recreation Program Supervisor  
Jenna Bertoti, Special Events & Facilities Coordinator

---

**BACKGROUND:**

Attached is the proposed lineup of activities at the Montgomery Township Community and Recreation Center (Mont CRC) for Fall 2024. The recommended fees/charges for each program/event are also included. The schedule will be valid from September 3rd, 2024, through December 31st, 2024. All Mont CRC activities and events will be promoted through our normal publicity channels and social media.

The diverse lineup of activities, programs, and special events provides a menu of recreational opportunities. A wide array of healthy fitness sessions, fun community special events, and positive educational programs will be available for individuals of all ages and abilities throughout the Montgomery Township area.

**BUDGET IMPACT:**

Recreation opportunities are expected to be budget neutral.

**RECOMMENDATION:**

Approve the 2024 Fall Recreation Programs and Fees Schedule amendment as submitted.

**MOTION/RESOLUTION:**

MOTION to approve the 2024 Fall Recreation Programs and Fee Schedule as presented.

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

<b>Fall 2024 Recreation Activities</b>					
<b>Name or Activity</b>	<b>Ages</b>	<b>When</b>	<b>Times</b>	<b>Cost Resident</b>	<b>Cost Non-Resident</b>
<b>Preschool Programs (0-5)</b>					
Coloring with Firefighters	Ages 2-5	Wednesday, September 4th	10:00 AM - 10:30 AM	No Charge	No Charge
Discovery Science Class	Ages 2-5	Wednesdays in October	10:00 AM - 10:45 AM	\$40	\$40
Get up and Move	Ages 1-4	Tuesdays in September and October	10:00 AM - 10:45 AM	\$40	\$40
Intergenerational Fitness	Ages 2-6	October 11th	10:00 AM - 10:45 AM	No Charge	No Charge
Messy Art	Ages 2-5	Mondays in September and October	10:00 AM - 10:45 AM	\$40	\$40
Soccer Shots	Ages 2-6	Fridays, Saturdays and Sundays	Varies	\$155	\$160
Spanish Class	Ages 3-7	Mondays at 5:10 pm	Varies	\$95	\$100
Story Time	All Ages	Wednesdays and Fridays	10:00 AM - 10:45 AM	No Charge	No Charge
<b>Youth Programs (5-12)</b>					
Ambler Flower Shop Class	Ages 6- 12	Wednesday, October 9th	6:00 PM - 7:30 PM	\$50	\$50
Basketball Skills and Drills	Ages 6- 12	Thursdays in November	5:00 PM - 6:00 PM	\$30	\$30
Chess Class	Ages 4-10	Mondays	5:00 PM - 6:00 PM	\$224	\$224
Flag Football League	Ages 6- 12	Mondays in the Fall	4:30 PM - 8:30 PM	\$95	\$100
Girls Flag Football Camp	Ages 6- 12	October 13th	9:00 AM - 12:00 PM	\$35	\$35
Gym Class	Ages 5- 8	Tuesdays in November	5:00 PM - 6:00 PM	\$40	\$40
Homeschool Gym Class	Ages 5-12	Wednesdays	1:00 PM - 1:45 PM	\$40	\$40
Innovators Robotics	Ages 5-10	Thursdays starting September	5:00 PM - 6:30 PM	\$160	\$165
Paint Party	Ages 5-12	Sundays once a month	9:30 AM -11:00 AM	\$12	\$18
Pottery - cat and dog bowl	Ages 6- 12	September 21st	10:00 AM - 12:00 PM	\$55	\$60
Self Defense Class	Ages 12+	Saturday, November 6th	9:00 AM - 10:00 AM	\$25	\$25
Soccer Shots	Ages 6- 8	Fridays, Saturdays and Sundays	Varies	\$155	\$160
Soccer Skills and Drills	Ages 6- 12	Thursdays in September	5:00 PM - 6:00 PM	\$30	\$30
Spanish Class	Ages 3-7	Mondays at 5:10 pm	Varies	\$95	\$100
T-Ball Skills and Drills	Ages 6- 12	Thursdays in October	5:00 PM - 6:00 PM	\$30	\$30
Tennis Lessons	Ages 5-12	Saturdays in September - October	5:00-5:45 & 6:00-6:45	Varies	Varies
Yoga with Linda Brooks	Ages 5 and up	Saturday August 17th	10:30 AM - 11:30 AM	\$10	\$10
Young Rembrandts Drawing Class	Ages 6- 14	Saturdays	9:00 AM - 9:45 AM	\$70	\$70
<b>Teen (13-17)</b>					
Ambler Flower Shop Classes	Ages 12-14	Wednesday, October 9th	6:00 PM - 7:30 PM	\$50	\$50
Babysitter Class	Ages 11-15	November 9th	9:00 am - 3:00 PM	\$85	\$90
CPR Certification	Ages 12+	Once a month	5:00 - 8:00 PM	\$95	\$100
Paint Party	All Ages	Fridays, once a month	6:00 PM - 8:00 PM	\$12	\$18
Pottery - cat and dog bowl	All Ages	September 21st	10:00 am - 12:00 PM	\$55	\$60
Safe Sitters Course	Ages 12+	November 9th	9:00 am - 3:30 PM	\$85	\$90
Self Defense Class	Ages 12+	Saturday, November 6th	9:00 am - 10:00 AM	\$25	\$25
Young Rembrandts Drawing Class	Ages 6- 14	Saturday	9:00 am - 9:45 AM	\$70	\$70



<b>Adult (18 +)</b>					
Adult Basketball League	18+	Wednesday, October 2nd - December 11th	6:30 PM- 10:00 PM	\$500 per team	\$500 per team
Barre/Pilates	18+	Tuesdays	5:00 - 6:00 PM	\$5	\$5
CPR Certification	18+	Once a month	5:00 - 8:00 PM	\$95	\$100
Dance Party	18+	Tuesdays and Thursdays	9:30 AM	\$5	\$5
HIIT Class	18+	Wednesdays	8:30 AM	\$5	\$5
HIIT Class	18+	Fridays	9:30 AM	\$5	\$5
Intergenerational Fitness	Ages 2-6	October 11th	10:00 - 10:45 AM	No Charge	No Charge
Line Dancing	50+	September - October	6:00 PM - 7:00 PM	\$100	\$100
Paint Party	18+	Friday Nights	6:00 PM - 8:00 PM	\$12	\$18
Pickleball Lessons	18+	Tuesdays and Thursdays	5:30 PM - 7:30 PM	\$65	\$70
Pilates/barre	18+	Mondays and Thursdays	6:30 or 7:30 PM	\$5	\$5
Pizza Making with Mystic	All Ages	December 14th	6:00 PM	\$10	\$10
Pottery Class	All Ages	October 12th	10:00 AM - 12:00 PM	\$55	\$60
Self Defense Class	Ages 12+	Saturday, November 6th	9:00 AM - 10:00 AM	\$25	\$25
Spin	18+	Wednesdays and Saturdays	6:30 PM	\$5	\$5
Strength Core and More	18+	Mondays	9:30 AM	\$5	\$5
Tabata	18+	Wednesdays	9:30 AM	\$5	\$5
Walking Group	18+	September - November	8:00 AM	No Charge	No Charge
Yoga	18+	Mondays and Thursdays	6:30 or 7:30 PM	\$5	\$5
Zumba	18+	Wednesdays	9:00 AM	\$5	\$5
Zumba Toning	18+	Saturdays	6:15 PM	\$5	\$5
<b>Senior (50+)</b>					
Bus Trip	50+	December 4th	9:00 AM		
Intergenerational Fitness	50+	October 4th	10:00 AM - 10:45 AM	No Charge	No Charge
Line Dancing	50+	September - October	6:00 PM - 7:00 PM	\$100	\$100
Paint Party	50+	Friday Nights	6:00 PM - 8:00 PM	\$12	\$18
Pickleball Lessons	18+	Tuesdays and Thursdays	5:30-7:30 PM	\$65	\$70
Pizza Making with Mystic	All Ages	December 14th	6:00 PM	\$10	\$10
Senior Trivia	50+	Second Wednesday of the Month	2-4 PM	No Charge	No Charge
SS Classic	50+	Mondays and Wednesdays	11:00 AM	\$5	\$5
SS Stability	50+	Tuesdays	11:00 AM	\$5	\$5
SS Yoga Stretch	50+	Thursdays	11:00 AM	\$5	\$5
Walking Group	50+	September - November	8:00 AM	No Charge	No Charge
<b>Open Play</b>					
Badminton	All Ages	Tuesdays and Sundays	Times Listed	\$5	\$5
Basketball	All Ages	Weekly	Times Listed	\$5	\$5
Bocce	All Ages	Open daily	Sunrise to Sunset	No charge	No charge
Cornhole	All Ages	Thursdays	6:00 PM	\$5	\$5
Pickleball	All Ages	Weekly	Times Listed	\$5	\$5
<b>Events</b>					
Autumn Festival	All Ages	October 19th	12:00 - 5:00 PM	No charge	No charge
Breakfast with Santa	All Ages	December 14th	8:30 - 11:30 AM	Varies	Varies
Craft Fair	All Ages	December 7th	9:00 - 1:00 PM	No charge	No charge
Royal Tea Party	All Ages	November 9th	10:00 - 11:00 AM	\$10	\$10
Back to School Picnic	All Ages	September 13th	5:00 - 7:00 PM	No charge	No charge
Pickleball Tournament	All Ages	November 16th	8:30 - 2:30 PM	10 per team	10 per team

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

Item #16

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**SUBJECT:** Authorization to Advertise Proposed Amendment to the Municipal Waste Collection and Recycling Ordinance  
**MEETING DATE:** August 12, 2024  
**BOARD LIAISON:** Beth A. Staab  
**INITIATED BY:** Carolyn McCreary, Township Manager

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**BACKGROUND:**

The Township is one of eleven (11) municipalities that are members of the Northern Montgomery County Recycling Commission (NMCRC). This Commission was established to implement the Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988. Supervisor Staab is this Township's representative on the Commission.

The Township Manager received correspondence from the NMCRC's Solicitor informing us of the changes that are being recommended by the Commissioners of the NMCRC.

These recommended changes are incorporated into a new ordinance, which the Commission is requesting each member municipality adopt. Details are included in the packet.

Additionally, the Commission has recently contracted with Hough Associates as its recycling grant coordinator. They are anticipating a larger grant because of the method Hough will use to calculate the commercial and residential tonnage.

**RECOMMENDATION:**

Staff recommends the Board authorize the advertisement of the proposed ordinance based on the recommendation of the NMCRC Solicitor.

**MOTION/RESOLUTION:**

**Motion** to authorize the advertisement of the Proposed Amendment to the Municipal Waste and Recycling Ordinance.

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

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460 Norristown Road, Suite 110  
Blue Bell, Pennsylvania 19422-2323  
610.825.8400 ♦ Fax 610.828.4887  
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**Mark Hosterman**  
[mhosterman@wispearl.com](mailto:mhosterman@wispearl.com)

**VIA EMAIL [cmccreary@montgomervtwp.org](mailto:cmccreary@montgomervtwp.org)**

**AND REGULAR MAIL**

Montgomery Township  
Attn: Carolyn McCreary, Township Manager  
1001 Stump Rd  
Montgomeryville, PA 18936

July 24, 2024

**RE: Northern Montgomery County Recycling Commission  
Amended and Restated Intermunicipal Agreement - 2024  
Municipal Waste Collection and Recycling Ordinance**

Dear Ms. McCreary:

As Solicitor for the Northern Montgomery County Recycling Commission (“NMCRC”), I am writing to advise your municipality of some very significant changes which were unanimously recommended by the Commissioners of the NMCRC.

As currently structured, the member municipalities submit their 904 Recycling Performance Grant to PADEP on one application. Once the grant is approved and paid, it is distributed to the eleven municipalities in *pro rata* shares based on population for each municipality reported in the most recently published United States Decennial Census. A portion of the grant money is withheld to cover operational expenses of the NMCRC such as insurance, auditor fees, legal fees and the contractual fees of the Recycling Grant Coordinator.

A 2023 year-end analysis of recycling tonnage data revealed that the current grant distribution methodology fails to consider the actual tonnage collected within each municipality. As a result, some municipalities are unfairly benefited when their *per capita* rate of recycling is low relative to the other municipalities. Other municipalities are unfairly penalized when their *per capita* rate of recycling is high relative to other municipalities. In order to bring fairness to the distribution methodology, the Commissioners unanimously recommended a new method based on actual tonnage collected within each municipality as a baseline for its proportionate share of grant money.

ATTORNEYS AT LAW

Newtown Office:

Post Office Box 1186 ♦ 301 North Sycamore Street ♦ Newtown, Pennsylvania 18940 ♦ 215.579.5995 ♦ Fax 215.579.7909



Carolyn McCreary  
July 23, 2024  
Page 2

Another major change is the hiring of a new Recycling Grant Coordinator, Hough Associates, during its 2024 reorganization meeting. Hough Associates is highly credentialed and a clear industry leader in recycling grant applications. Throughout its years of experience, Hough Associates has developed a propriety formula for combining two or more municipalities in a grant application to elevate the grant award above the baseline for each municipality. This is accomplished through a complex analysis of the residential tonnage (highest dollar value) and commercial tonnage (lower dollar value) and determining the best combination of municipalities for the grant application.

In addition to restructuring the grant distribution, the Commissioners are also recommending adoption of a new Municipal Waste Collection and Recycling Ordinance. This is necessary to better reflect the role of the NMCRC relative to individual municipal recycling programs and to remain compliant with current PADEP criteria for mandatory recycling ordinances.

The NMCRC commissioners are requesting each municipality to adopt a new Municipal Waste Collection and Recycling Ordinance (“Ordinance”). Adoption of the Ordinance will also serve to approve the Amended and Restated Intermunicipal Agreement – 2024 in Section II of the Ordinance. We recommend each municipality’s solicitor review the Ordinance and put it into a form for adoption including citations to existing ordinances that will need to be repealed along with making sure references to “borough” or “township” are properly completed and any blanks are filled in. Our office will be readily available for any questions your solicitor may have.

For your convenience, accompanying the email and enclosed with this letter are the following:

- 1) Municipal Waste Collection and Recycling Ordinance (in Word with email).
- 2) Repealer Recommendations for each Municipality when adopting the new Ordinance.
- 3) Amended and Restated Intermunicipal Agreement – 2024.
- 4) Bullet Point Information Sheet on Changes to Intermunicipal Agreement.

[Continued on next page]

Carolyn McCreary  
July 23, 2024  
Page 3

The NMCRC respectfully requests that each municipality adopt the Ordinance no later than its October meeting so that the new distribution methodology can be utilized this year. After adoption, please email a fully executed copy of the Ordinance and a copy of your municipality's signature on the Intermunicipal Agreement to me. We appreciate your cooperation and dedication to the NMCRC and we look forward to these improvements for the future of the NMCRC. Please do not hesitate to reach out if you have any questions.

Very truly yours,



Mark A. Hosterman, Esq.

Encl.  
cc: Beth Staab

**MONTGOMERY TOWNSHIP**  
**MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 24-345**

**MUNICIPAL WASTE COLLECTION AND RECYCLING ORDINANCE**

**SECTION I. - Amendment to the Code.**

The Code of Ordinances of MONTGOMERY TOWNSHIP are hereby amended by deleting Chapter 193, Article II Waste Collection and Recycling in its entirety and replacing it with a new Chapter 193, Article II entitled Municipal Waste Collection and Recycling Ordinance as set forth below:

**Chapter 193**  
**Municipal Waste Collection and Recycling**

**Part 1 Municipal Waste Collection and Recycling**

**§101. Title.**

This Chapter shall be known and may be cited as the "Municipal Waste Collection and Recycling Ordinance."

**§102. Definitions.**

1. As used in this Chapter, the following terms shall have the following meanings:

**ACT 97**

The Solid Waste Management Act of 1980, as amended.

**ACT 101**

The Municipal Waste Planning Recycling and Waste Reduction Act of 1988, as amended.

**ALUMINUM CANS**

Empty, all-aluminum beverage and food containers.

**BI-METAL CONTAINERS**

Empty food or beverage containers constructed of a mixture of ferrous metal, usually steel, and nonferrous metal, usually tin.

**COMMERCIAL ESTABLISHMENT**

A building or buildings used or designed for use for commercial purposes, including, but not limited to wholesale, industrial, manufacturing, transportation, financial or professional services stores, markets, office buildings, restaurants, shopping centers, theaters, or other commercial activities.

**COMMUNITY ACTIVITIES**

Events sponsored in whole or in part by the Township or conducted within the Township and sponsored privately, which include, but are not limited to fairs, bazaars, socials, picnics, and organized sporting events that will be attended by 200 or more individuals per day.

**COMPOSTING FACILITY**

A facility for composting vegetative material, including leaves, garden residue and chipped shrubbery and tree trimmings that is permitted by the Commonwealth of Pennsylvania.

**CORRUGATED PAPER**

Paper products made of a stiff, moderately thick paper board, containing folds or alternating ridges, commonly known as "cardboard."

**DWELLING UNIT**

A room or group of rooms within a building used, intended to be used or capable of being used as a complete housekeeping facility for one family, providing living, sleeping, cooking, dining and sanitary facilities.

**GLASS**

Products made from silica or sand, soda ash and limestone. The product may be transparent (clear) or colored (e.g., brown or green) and used as a container for packaging (e.g., jars) or bottling of various matter. Expressly excluded are non-container glass, window or plate glass, light bulbs, blue glass and porcelain and ceramic products.

**HIGH-GRADE OFFICE PAPER**

All types of high-grade, white or colored paper, bond paper and computer paper used in residential, commercial, institutional, and municipal establishments.

**INDUSTRIAL ESTABLISHMENT**

Any establishment engaged in manufacturing or processing, including, but not limited to, factories, foundries, mills, processing plants, refineries, and the like.

**INSTITUTIONAL ESTABLISHMENT**

An establishment engaged in service, including, but not limited to, hospitals, nursing homes, orphanages, schools, universities, churches, and social or fraternal societies and organizations.

**INTERMUNICIPAL AGREEMENT (IMA)**

The intermunicipal agreement adopted by the municipalities which are members of the Northern Montgomery County Recycling Commission.

**LANDLORD**

Any individual or organizational owner who rents and/or leases residential units, commercial space, or an industrial complex(es). Landlords own the properties in question and deal directly with their tenants or lessees.

**LEAF WASTE**

Leaves, garden residues, shrubbery trimmings, tree trimmings, and similar materials.

**MIXED PAPER**

All types of paper combinations, such as colored paper, carbonless forms, ledger paper, colored paper envelopes, mixtures of high-grade office paper and the like.

**MULTI-FAMILY RESIDENTIAL ESTABLISHMENT**

A building or buildings under single or multiple ownership and designed as a residence for four or more families living independently of each other and doing their own separate cooking therein, including apartments townhomes, or condominiums.

**MUNICIPAL ESTABLISHMENT**

Of or pertaining to any office or other property under the control of any branch or arm of the Federal Government of the United States of America, the Commonwealth of Pennsylvania, or any political subdivision of the Commonwealth of Pennsylvania including, but not limited to, the Township of Montgomery, any counties, cities, boroughs, and municipal authorities.

**MUNICIPAL WASTE**

Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid commercial, material, resulting from the operations of residential, municipal, commercial or institutional establishments and from community activities and sludge not meeting the definition of residential or hazardous waste in the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as amended, 35 P.S. § 6018.101 et seq., from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials or Leaf Waste.

**MUNICIPAL WASTE COLLECTOR**

Any collector, remover, transporter, and disposer of municipal waste, recyclable materials, and/or Leaf Waste for owners or occupants of single-family residential establishments, multi-family residential establishments, commercial establishments, institutional establishments, municipal establishments, and community activities in the Township.

**MUNICIPAL WASTE CONTAINER**

A container designated by the property owner or resident for the storage of municipal waste. A municipal waste container may be provided by the Township, property owner, resident or tenant, or the municipal waste collector.

**NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION ("NMCRC")**

The legal entity established by and operating as agent for the municipalities hereunder who have delegated certain of their duties and powers respecting recycling, including but not limited to the development, implementation, and enforcement of common recycling programs. Presently the NMCRC is comprised of Ambler Borough, Franconia Township, Hatfield Township, Hatfield Borough, Lower Gwynedd Township, Lower Salford Township, Montgomery Township, North Wales Borough, Souderton Borough, Telford Borough and Towamencin Township and shall be deemed to include all new member municipalities and excepting member municipalities who have completed the withdrawal process.

**NEWSPRINT**

Paper of the type commonly referred to as "newspaper" and distributed at stated intervals, usually daily or weekly, having printed thereon news and opinions and containing advertisements and other matters of public interest.

**PARTICIPATING MUNICIPALITIES**

Those municipalities which have executed the intermunicipal agreement (IMA) and remain a member in good standing of the NMCRC.

**PERSON**

An individual, partnership, association, corporation, institution, cooperative enterprise, municipal authority, federal government or agency, state institution or agency or any other legal entity which is recognized by law as a subject of rights and duties. In any provision of this Chapter prescribing a fine, imprisonment or penalty or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or any other legal entity having officers and directors.

**PLASTIC CONTAINERS**

Empty and clean plastic containers that contained food, beverage, cleaning, laundry, and other household products. Includes only rigid containers marked with a recycling symbol and a single number (i.e., 1, 2, 5, or 7). Examples include soda and water bottles, milk and water jugs, laundry containers, produce and other food containers, and soap bottles; excludes expanded polystyrene containers and plastic containers larger than two gallons, such as buckets and laundry baskets.

**RECYCLABLE MATERIALS**

Those materials specified by the Township for collection in accordance with this Part and recycling regulations that may be promulgated from time to time for collection, processing, and recovery. These materials include Aluminum Cans, bi-metal

containers, corrugated paper, glass containers, Leaf Waste, magazines, mixed paper, newsprint, high grade office paper, and plastic containers.

### **RECYCLING**

The collection, processing, recovery, and sale or reuse of recyclable materials, which could otherwise be disposed of or processed as municipal waste.

### **RECYCLING CONTAINER**

A container designated by the property owner or resident for the storage of recyclable materials. A recycling container may be provided by the Township, property owner, resident or tenant, or the municipal waste collector. A recycling container must be durable, watertight, and be at least 13 gallons in size and no more than 35 gallons with a label indicating the container is for recyclable materials.

### **SINGLE-FAMILY RESIDENTIAL ESTABLISHMENT**

An occupied dwelling unit for human habitation, except multi-family residential establishment with four or more units. Home occupations incidental to the residential use within a dwelling unit are considered a "residential establishment."

### **SINGLE-STREAM RECYCLING**

Refers to a system in which all paper fibers, plastics, metals, tin, and other materials are mixed in a recycling container instead of being sorted into separate commodities (newspaper, paperboard, corrugated fiberboard, plastic, glass, etc.) by the resident.

### **SOURCE SEPARATION**

The separation of recyclable materials from municipal waste at the points of origin for the purpose of recycling.

2. All terms not separately defined in this Chapter that are contained in Act 97 and Act 101 are incorporated herein by reference.

### **§103. Legislative Intent.**

1. The reduction of the amount of Municipal Waste and conservation of Recyclable Materials is an important public concern because of the growing problem of Municipal Waste disposal and its detrimental impact on the environment. It is the intent of this chapter to require, promote and regulate Recycling activities in the Township and to protect the health, safety and welfare of residents.
2. This chapter has been developed to meet and implement municipal responsibilities established under Act 101.
3. It is the intent of this chapter to promote intergovernmental cooperation in Recycling activities by and among the municipalities comprising the NMCRC. Such cooperation is intended to more efficiently conduct Recycling programs and to reduce costs.

4. The Township's adoption of this chapter anticipates the assignment of certain of its duties and powers under Act 101 to the NMCRC with respect to Recycling activities and enforcement against violations of this chapter. Such assignment of duties and powers will be accomplished in accordance with Section 304(c) of Act 101 and as set forth in this chapter and in the intermunicipal agreement adopted by the member municipalities of the NMCRC. Duties and powers not assigned by this ordinance, the intermunicipal agreement or subsequent agreement shall remain with the Township.

**§104. Assignment of Program Responsibilities; Intergovernmental Cooperation.**

1. The Township recognizes that intergovernmental cooperation among the municipalities comprising the membership of the NMCRC will be of benefit to the Township by more efficiently conducting Recycling program activities. Intergovernmental cooperation efforts will include, but are not limited to, the following:
  - A. Development and implementation of reporting forms and grant applications and the filing of such forms and applications with the appropriate agencies.
  - B. Promulgation of rules and regulations pertaining to the Recycling program.
  - C. Authorization for the NMCRC Solicitor to seek enforcement against violations of this chapter as specified herein.
2. Intermunicipal Agreement.
  - A. In order to implement the intent and terms of this chapter, the Township, pursuant to the authority of the Intergovernmental Cooperation Act, Act of July 12, 1972, codified at 53 P.S. §§ 481 through 490, and Article 9, § 5, of the Constitution of the Commonwealth of Pennsylvania, has determined to enter into an intermunicipal agreement (IMA) between the municipalities comprising the NMCRC.
  - B. Terms and implementation of IMA. The terms and implementation of the IMA shall be as more fully set forth in the IMA and this chapter, as follows:
    - i. The NMCRC shall assist in the development, implementation and maintenance of a Recycling program for the municipalities comprising the NMCRC.
    - ii. The participating municipalities shall certify that they have enacted a municipal Recycling ordinance in a form substantially similar to this chapter by providing an executed and attested copy of the ordinance to the NMCRC Solicitor.
    - iii. The NMCRC shall be authorized to promulgate rules and regulations and administer and enforce those rules and regulations as desired or to delegate such enforcement to the member municipalities.



- iv. The NMCRC shall be authorized to enforce the IMA and select municipal ordinances enacted pursuant to the IMA.
  - v. The purpose of the IMA is to provide a relatively uniform and cost-effective Recycling program for the municipalities comprising the membership of the NMCRC and to minimize duplicative efforts by the member municipalities.
3. Findings under Intergovernmental Cooperation Act. As required by the Intergovernmental Cooperation Act of July 12, 1972, P.L. 762, No. 180, as amended, the following matters are specifically found and determined:
- A. The conditions of agreement are set forth in the IMA.
  - B. The duration of the term of the IMA is set forth in §§ 913 and 914 of the IMA.
  - C. The purpose of the IMA is to cooperate with the NMCRC and other participating municipalities in developing, implementing and maintaining a Recycling program.
  - D. The organizational structure necessary to implement the agreement is set forth in the IMA, with which the member municipalities shall cooperate.
  - E. The manner in which property, real or personal, shall be acquired, managed, licensed or disposed of is by way of lease or other contract unless otherwise set forth in the IMA.

**§105. Rules for Collection.**

The collection of Municipal Waste, Recyclable Materials, and/or Leaf Waste by Municipal Waste Collectors shall be made in compliance with this ordinance, or any other regulations adopted by the Board of Supervisors to carry out the intent and purpose of this Chapter. Such rules and regulations shall be approved by resolution of the Board of Supervisors and, when so approved, shall have the same force and effect as the provisions of this Part. Said rules and regulations may be amended, modified, or repealed by resolution of the Board of Supervisors.

**§104. Municipal Waste Requirements.**

- 1. All Persons generating Municipal Waste in the Township shall arrange with a Municipal Waste Collector for the collection and transportation of Municipal Waste.
- 2. Municipal Waste shall be placed in Municipal Waste Containers and the Municipal Waste Containers shall be placed curbside or in another designated location for collection by a Municipal Waste Collector. Under no circumstances shall Municipal Waste Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- 3. Municipal Waste Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before

the collection day. Empty Municipal Waste Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day after collection.

4. In the event that Municipal Waste is not able to be collected, Municipal Waste Containers shall be brought off the curb until the new collection is scheduled.

### **§105. Recycling Requirements.**

#### 1. Single-family Residential Establishment.

- A. Except as otherwise provided herein, all Persons owning or occupying Single-family Residential Establishments shall separate Recyclable Materials designated in this Chapter from Municipal Waste. Recyclable Materials shall be placed in Recycling Containers and the Recycling Containers placed curbside or in another designated location for collection by a Municipal Waste Collector. Under no circumstances shall Recycling Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- B. The following materials must be recycled at Single-family Residential Establishments: (1) a single-stream mix of Aluminum Cans, Bi-metal Containers, Corrugated Paper, glass containers, High-grade Office Paper, Mixed Paper, Newsprint, and Plastic Containers, and (2) Leaf Waste.
- C. All Persons owning or occupying Single-family Residential Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
- D. Requirements for Collection.
  - i. All Recyclable Materials must be placed in a Recycling Container separate from municipal and Leaf Waste.
  - ii. Recyclable Materials must be prepared to prevent the materials from being blown about or littered on streets or on private property. This may include placement of Recyclable Materials in Recycling Containers with latching lids.
  - iii. No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling or yard waste containers.
  - iv. Recycling Containers shall be placed curbside or in another location as designated by a Municipal Waste Collector for collection. Under no circumstances shall Recycling Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.

- v. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day after the collection.
- vi. Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- vii. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.

## 2. Multi-family Residential Establishments.

- A. Owners, Landlords, or agents of owners or Landlords of a Multi-family Residential Establishment must establish a system for Source Separation, collection, transportation, and Recycling of the Recyclable Materials designated in this Chapter that are generated at Multi-family Residential Establishments. The system must include an appropriate number of labeled Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated at each Multi-family Residential Establishment. The system must also include written instructions to the residents of Multi-family Residential Establishments to inform them of the requirement to recycle and the use and availability of the collection program. The Township reserves the right, but not the obligation, to require additional Recycling Containers if the Township deems there are insufficient Recycling Containers to serve residents.
- B. The following materials are required to be recycled by multi-family establishments at a minimum: Aluminum Cans, Bi-metal Containers, Corrugated Paper, glass containers, High-grade Office Paper, Mixed Paper, Newsprint, Plastic Containers, and Leaf Waste.
- C. Owners, Landlords, or agents of owners or Landlords of Multi-family Residential Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
- D. No Person shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.
- E. Recyclable material collection frequency and collection day(s) shall be set by the owner, Landlord, or agent of an owner or Landlord of a Multi-family Residential Establishment and the Municipal Waste Collector and shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent

Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and on private property.

- F. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 p.m. of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 p.m. the day after the collection.
- G. Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- H. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.
- I. Owners, Landlords, or agent of an owner or Landlord who comply with the Chapter shall not be liable for the non-compliance of residents.

3. Commercial, Institutional, and Municipal Establishments.

- A. Owners, Landlords, or agents of owners or Landlords of a commercial, institutional, or Municipal establishment must establish a system for source-separation, collection, transportation, and Recycling of Recyclable Materials designated in this Chapter that are generated at each building. The system must include an appropriate number of labeled Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated at each building. It must also include written instructions to the tenants or occupants to inform them of the requirement to recycle and the use and availability of the collection program. The Township reserves the right, but not the obligation, to require additional Recycling Containers if the Township deems there are insufficient containers to serve occupants or tenants.
- B. At a minimum, the following materials are required to be recycled in commercial, institutional, and Municipal Establishments: High-grade Office Paper, Corrugated Paper, Aluminum Cans, and Leaf Waste.
- C. Owners, Landlords, or agents of owners or Landlords of a commercial, institutional, and Municipal Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
- D. No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.
- E. Recyclable material collection frequency and collection day(s) shall be set by the owner, Landlord, or agent of an owner or Landlord of a commercial, institutional, or Municipal Establishment and the Municipal Waste Collector, but shall occur no less than once a month. More frequent collection of Recyclable Materials may be necessary

to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and private property.

- F. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day after the collection.
- G. Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- H. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.
- I. The Township shall exempt Persons occupying commercial, institutional, and Municipal Establishments from the requirements of this Chapter if those Persons have otherwise provided for the Recycling of materials required to be recycled. To be eligible for exemption, the commercial, institutional, or Municipal Establishment must annually provide written documentation to the Township of the total number of tons recycled.

**§106. Recycling Community Activities.**

- 1. The organizers or sponsors of a Community Activity must establish a system for Source Separation, collection, transportation, and Recycling of Aluminum Cans, Plastic Containers, glass containers, Corrugated Paper, and High-grade Office Paper. Arrangements for the Source Separation and collection of these materials shall be the responsibility of the organizers or sponsors.
- 2. The organizers or sponsors of a Community Activity must establish a collection system that includes an appropriate number of Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated. Community Activity organizers and sponsors must provide signage and/or labels on Recycling Containers to indicate what Recyclable Materials are to be source-separated by event participants.
- 3. Organizers or sponsors must arrange with a Municipal Waste Collector for the collection of Recyclable Materials.
- 4. No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.
- 5. Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.

6. Organizers or sponsors of a Community Activity must provide a written report to the Township that lists the name of the Community Activity, the Municipal Waste Collector collecting Recyclable Materials, the total quantity of each recyclable material collected, and the name and affiliation of the Person submitting the report. Reports are to be submitted to the Township no later than thirty (30) days upon the conclusion of the event.

**§107. Leaf Waste.**

1. It is prohibited for any Person in the Township to put or cause to be put Leaf Waste in with Municipal Waste or Recyclable Materials. Leaf Waste shall be source-separated from Municipal Waste and Recyclable Materials generated on any property in the Township and stored in a separate Leaf Waste container until collection.
2. Nothing herein shall prevent any Person from utilizing Leaf Waste for compost, mulch, or other agriculture, horticulture, or landscaping purposes on the property where the Leaf Waste is generated.
3. Leaf Waste shall be scheduled for collection at least once per month. In the event Township has an agreement with a designated compost facility, collectors may reduce curbside collection of Leaf Waste to once in the spring and once in the fall. Collectors must provide 30 days' notice to customers and the Township of the collection dates for curbside collection of Leaf Waste in the spring and fall.
4. Leaf Waste containers shall be placed curbside or in another location as designated by a Municipal Waste Collector for collection. Under no circumstances shall Leaf Waste containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
5. Leaf Waste containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day.

**§108. Ownership of Recyclable Materials.**

Nothing in this Chapter or any regulation promulgated pursuant hereto shall be deemed to impair the ownership of Recyclable Materials by the Persons who generated them unless and until separated materials are placed at curbside or similar location and collected by a Municipal Waste Collector.

**§109. Municipal Waste Collector Requirements.**

1. Collection Requirements.
  - A. Municipal Waste Collectors shall provide separate collection, removal, and transportation services for Municipal Waste, Recyclable Materials, and Leaf Waste.

- B. Recycling Containers shall be provided by the Municipal Waste Collector.
- C. Single-family Residential Establishments. Municipal Waste and Recyclable Materials shall be collected no less than once a week.
- D. Multi-family Residential Establishments. Recyclable material collection frequency shall be set by the owner, Landlord, or agent of an owner or Landlord of a Multi-family Residential Establishment and the Municipal Waste Collector but shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and on private property.
- E. Commercial, Institutional, and Industrial Establishments. Recyclable material collection frequency shall be set by the owner, Landlord, or agent of an owner or Landlord of a commercial, institutional, or Municipal Establishment and the Municipal Waste Collector, but shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and private property.
- F. Leaf Waste. All Municipal Waste Collectors shall arrange with their customers to have Leaf Waste collected curbside or in another location as designated by a Municipal Waste Collector for collection separate from Municipal Waste and Recyclable Materials at a frequency of no less than once per month. More frequent collection of Leaf Waste by the Municipal Waste Collector may be necessary to prevent Leaf Waste containers from being overfilled and cause materials to be blown about or littered on Township streets and on private property. In the event Montgomery Township has an agreement with a designated compost facility, collectors may reduce collection of Leaf Waste to once in the spring and once in the fall upon written approval from Montgomery Township.
- G. Municipal Waste Collectors shall be responsible for the processing and marketing of the Recyclable Materials or the delivery of Recyclable Materials to a Recycling processor. Such activities may be conducted by the Municipal Waste Collector or any agent thereof or a private entity conducting such business, a nonprofit entity able to undertake such effort or any governmentally owned or operated facility capable of such functions.

## 2. Recordkeeping Requirements.

- A. Municipal Waste Collectors shall be responsible for obtaining weight and volume data on all Municipal Waste, Recyclable Materials, and Leaf Waste collected.
- B. The records shall include the weight of the total quantities of Recyclable Materials and total quantities of Municipal Waste and an estimate of the corresponding volume of material for both Recyclable Materials and Municipal Waste. Estimates

of the individual components comprising the commingled Recyclable Materials shall also be provided.

- C. Reporting of Leaf Waste may be in the form of estimates on either a cubic yard or tonnage basis collected.
- D. Written reports shall be provided to the Township and shall include the name and location of the processing center and/or Recyclable Materials dealer. Such reports shall include the name of the market or processor where Recyclable Materials are delivered and shall be signed by an officer of the Municipal Waste Collector. Said data shall be supplied to the Township on an annual basis by January 30<sup>th</sup> of each calendar year.
- E. Municipal Waste Collectors shall maintain records of their collection, removal, transportation and hauling activities and make them available for inspection by the Township, in accordance with the rules and regulations of the Township.
- F. Municipal Waste Collectors shall provide the Township with a summary of its proposed efforts, including the location of the facility(ies) to which the Recyclable Materials will be delivered. All such facility(ies) shall be appropriately licensed and have necessary approvals. Updates shall be provided to the Township within 30 days of when changes are made to initiating processing and marketing activities.

**§110. Prohibited acts.**

- 1. It shall be unlawful, and grounds for the suspension or revocation of an authorization, for any Municipal Waste Collector to:
  - A. Collect or transport Municipal Waste from Persons failing to Source Separate Recyclable Materials and Leaf Waste from Municipal Waste.
  - B. Comingle or mix Source Separated Recyclable Materials or Leaf Waste collected in the Township with Municipal Waste.
  - C. Fail to provide for the proper disposal of any Municipal Waste collected or transported within the Township in accordance with this Chapter, county, federal and state laws and regulations.
  - D. Fail to recycle Recyclable Materials and compost Leaf Waste in accordance with this Chapter and federal and state laws and regulations.
  - E. Collect Municipal Waste, Recyclable Materials or Leaf Waste between the hours of 8:00 PM and 6:00 AM Eastern Standard Time or, when applicable, between 8:00 PM and 6:00 AM Eastern Daylight-Saving Time. Failure to comply with this provision shall subject a Municipal Waste Collector to enforcement by the Township.



- F. Load or operate any vehicle within the Township or transport Municipal Waste, Recyclable Materials, and/or Leaf Waste within the Township in such a manner as to allow Municipal Waste, Recyclable Materials, and/or Leaf Waste to fall upon public roads or upon land abutting the public roads in the Township.
  - G. Fail to replace the containers with their lids or covers in place at the location of collection in an orderly manner and off roads, streets, and/or sidewalks.
2. It shall be a violation of this Chapter for any Person not affiliated with a Municipal Waste Collector to collect or pick up Recyclable Materials. Any and each collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereafter provided.
  3. The burning of Municipal Waste, Recyclable Materials and Leaf Waste shall be prohibited at all times in the Township.
  4. It is unlawful for any Person in the Township to dump or deposit Municipal Waste, Recyclable Materials, Leaf Waste, or any other refuse on any property in the Township.
  5. Containers of Municipal Waste, Recyclable Materials, Leaf Waste, or any other refuse must not be overfilled to provide for or allow materials to become displaced by natural or manufactured elements.
  6. All Persons in the Township are prohibited from storing, processing, or disposing of Municipal Waste, Recyclable Materials, and Leaf Waste on a property except at a facility or in preparation for the collection by a Municipal Waste Collector as provided herein. Notwithstanding the foregoing, Leaf Waste may be composted onsite.
  7. It shall be unlawful and a public nuisance for any Person to violate, cause or assist in a violation of any provision of this Chapter or violate, cause or assist in the violation of any rule, regulation or resolution promulgated by the [GOVERNING BODY] pursuant to this Chapter.

**§111. Enforcement, Violations and Penalties.**

1. Concurrent Jurisdiction. The Township and the NMCRC share concurrent jurisdiction for recycling violations of this ordinance pursuant to the IMA and protocols jointly established from time to time by the NMCRC and participating member municipalities.
2. Penalties. Any Person who violates any provision of this Chapter or of the regulations adopted hereunder or any Person who engages in unlawful conduct as defined in this Chapter shall, upon conviction thereof in a summary proceeding before a District Judge, be sentenced to pay a fine of not more than \$10,000 and not less than \$250. Each continuing day of any violation of this Chapter or unlawful conduct as defined in this Chapter shall constitute a separate offense punishable by a like fine or penalty.

3. Injunction. In addition to any other remedy provided in this Chapter, the Township may institute a suit in equity where unlawful conduct or a public nuisance exists as defined in this Chapter for an injunction to restrain a violation of this Chapter or any rules, regulations or resolution promulgated or issued by the governing body pursuant to this Chapter.
4. Concurrent remedies. The penalties and remedies prescribed by this Chapter shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the Township from exercising any other remedy provided by this Chapter or otherwise provided at law or equity.

**§112. Construal.**

The terms and provisions of this Chapter are to be liberally construed to best achieve and effectuate the goals and purposes hereof this Chapter shall be construed in *pari materia* with the Pennsylvania Code of Regulations, Storage, Collection, and Transportation of Municipal Waste and Act 101, and the rules and regulations adopted thereunder.

**SECTION II. Amended and Restated Intermunicipal Agreement – 2024.**

Pursuant to Section 2305 of the Pennsylvania Intergovernmental Cooperation Act, that certain intermunicipal agreement entitled Northern Montgomery County Recycling Commission Amended and Restated Intermunicipal Agreement – 2024, which is incorporated herein by reference, is hereby approved for signature and to enter into intergovernmental cooperation in accordance with the provisions set forth therein.

**SECTION III. - Severability.**

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

**SECTION IV. - Failure to Enforce Not a Waiver.**

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

**SECTION V. - Effective Date.**

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

**SECTION VI. - Repealer.**

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

**ORDAINED AND ENACTED** by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**MONTGOMERY TOWNSHP**

By: \_\_\_\_\_  
CANDYCE FLUEHR CHIMERA, Chairwoman  
BOARD OF SUPERVISORS

Attest: \_\_\_\_\_  
CAROLYN McCREARY, Secretary