



**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**OCTOBER 28, 2024**  
**7:00 P.M.**

[www.montgomerytp.org](http://www.montgomerytp.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. Public Comment
4. Announcement of Executive Session
5. Consent Agenda:
  - Minutes of the October 14, 2024 Meeting
  - Payment of the October 28, 2024 Bills

**Recognition:**

6. Retirement of Police Chief J. Scott Bendig

**Public Hearing:**

7. Consider Adoption of Ordinance #24-344 – Amendments to Ch. 189 (Shade Trees)

**Planning and Zoning:**

8. Zoning Hearing Board Applications

**Public Safety**

9. Authorization for Purchase of New Knox Box System and Equipment for Fire Department

**Parks and Recreation:**

10. Replacement of the Gymnasium Floor in the Community and Recreation Center
11. Parking Lot Lights at the Community and Recreation Center

**Public Works:**

12. Purchase of Rock Salt – 2024-2025 Montgomery County Consortium Contract

**Administration and Finance:**

13. Review & Acceptance of Annual Audit Engagement Letter
14. Approval of Distribution of 2024 Act 205 General Municipal Pension System State Aid
15. Ratification of the Memorandum of Understanding for Acting Chief William R. Peoples

**Old Business:**

**New Business:**

16. Department Reports - Fire Services Discussion
17. Committee Liaison Reports
18. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY  
Item #03

---

SUBJECT: Public Comment  
MEETING DATE: October 28, 2024  
BOARD LIAISON:  
INITIATED BY: Candyce Fluehr Chimera, Chairwoman

---

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 #04

---

**SUBJECT:** Announcement of Executive Session  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:**  
**INITIATED BY:** Township Solicitor

---

**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 personnel 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 #05

---

---

SUBJECT: Consent Agenda  
MEETING DATE: October 28, 2024  
BOARD LIAISON:  
INITIATED BY:

---

---

BACKGROUND:

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

- Minutes of the October 14, 2024 Board meeting
- Payment of Bills for October 28, 2024

- 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  
OCTOBER 14, 2024**

**1. Call to Order:** The October 14, 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  
Supervisor Tanya C. Bamford  
Supervisor Annette M. Long  
Supervisor Beth A. Staab  
Township Solicitor John Walko, Esq.

**ABSENT:**

Vice-Chair Audrey R. Ware

**ALSO IN ATTENDANCE:**

Acting Police Chief William R. Peoples  
Fire Chief William Wiegman  
Director of Planning & Zoning Marianne McConnell  
Director of Public Works Greg Reiff  
Director of IT Richard Grier  
Recording Secretary Deborah Rivas

**2. & 3. Pledge of Allegiance and Announcements:** Following the Pledge of Allegiance, Ms. Chimera announced the following: The Autumn Festival will be held on October 19<sup>th</sup> from Noon to 5 pm at the William F. Maule Park at Windlestrae. Ms. Long recognized National Hispanic Heritage Month, which runs from September 15, 2024, through October 15, 2024, and October as Domestic Violence Awareness Month. Ms. Chimera also recognized October as Breast Cancer Awareness Month.

**4. Public Comment:** There was none when Ms. Chimera called for public comment.

**5. Consent Agenda:**

**MOTION:** Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (4-0), the minutes of the September 23, 2024 Board meeting, the ratification of the Payment of Bills on October 7, 2024 in the amount of \$693,339.41, Escrow Release No. 1 for Atlas Broadband Solutions, LLC, and Escrow Release No. 3 for Bharatiya Temple Phase 1 were approved as submitted.

**Public Safety:**

**6. Recognition of Fire Prevention Week:** Chief Wiegman reported that this year's theme for Fire Prevention Week is "Smoke Alarms: Make Them WORK for You." The Department of Fire Services and the F.D.M.T. will engage in various fire prevention activities throughout the month to promote fire safety in our community, including the Township's Autumn Festival, school presentations, fire inspections, business staff training, and other activities. The Department kicked off Fire Prevention Week by partnering with the American Red Cross for a Sound and

Alarm Event in Neshaminy Falls. During this event, the participants visited 100 homes, installing 226 smoke alarms for 146 township residents.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (4-0), the Board recognized Fire Prevention Week in Montgomery Township and thanked the Department of Fire Services and F.D.M.T. for their work to promote fire safety throughout our Township.**

### Planning and Zoning:

**7. Review of Zoning Hearing Board Application:** Ms. McConnell identified the pending hearing application received for the November 6, 2024 Zoning Hearing Board meeting. Application 24090001 is for 309 Autovest Properties, LP / 1011 Bethlehem Pike for a second freestanding sign along Bethlehem Pike 20 feet in height, 60 square feet in size (sign area) where on freestanding sign is allowed per street frontage.

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

### Administration and Finance:

**8. Purchase of AV Upgrades for Police Roll Call Room:** Mr. Grier reported that \$15,000.00 was included in the 2024 budget for Roll Call Room AV upgrades to enhance the Police Roll Call Room's Video Conferencing capabilities. A quote was obtained from New Era Technology for the upgrade, including installation, totaling \$12,384.00. The project includes the integration of Microsoft Teams Room functionality, allowing for seamless video conferencing and remote participation. The current TV will be retained as part of the setup, with the new system enhancing the room's capability to support virtual meetings and improved communication for roll call briefings.

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried (4-0), the Board awarded the contract for the purchase and installation of the Roll Call AV upgrade (Video Conferencing) from New Era Technology under the CoStars Cooperative Purchase Program at a total cost of \$12,384.00, per their quote.**

**9. Purchase of Avaya IP Office Upgrade for Cloud Transition:** Mr. Grier reported that \$26,000.00 was budgeted in 2024 for IP Phones Cloud Migration and Cloud Phones Upgrades. The current Avaya IP Office systems are running on version 10, which lacks the necessary features and capabilities for future cloud integration. Upgrading to version 12 will enhance functionality, improve performance, and better support for cloud-based services. This upgrade is the first step towards integrating cloud-based phones into the Township voice network. A quote from New Era Technology, totaling \$19,586.05, includes the costs for the IP Office upgrade, including upgrade preparation, remote engineering, onsite installation, and professional services.

**MOTION: Upon motion by Ms. Chimera seconded by Ms. Bamford, and unanimously carried (4-0), the Board awarded the contract for the purchase and installation of the IP Office upgrade from New Era Technology under the Costars Cooperative Purchase Program at a total cost of \$19,586.05, per their quote.**

**10. Update to Authorized Bank Signers and Administration of Township Depositories – Ms. Chimera reported that on January 2, 2024, the Board approved Resolutions 2024-01 and 2024-02, which identified the approved Township Depositories and Authorized Bank Signers. The designated Township Depositories are Uninvest Bank and Trust Co. for Government Banking Accounts and Capital Projects Account; TD Bank for Government Banking Accounts; and U.S. Bank as Custodian of Investments for the Montgomery Township Police Pension Fund. The personnel authorized to sign checks on behalf of the Township include Chairwoman of the Board, Vice-Chairwoman of the Board, Township Manager and Finance Director. Ms. McCreary is recommending that the Board update the list of authorized bank signers and personnel allowed to administer and manage the Township Depositories as follows: 1. Remove Brian Shapiro as an authorized bank signer and administrator, 2. Authorize Carolyn McCreary to act as both an approved check signer and Administrator for all Township banking accounts and investments, and 3. Update the list of Authorized Bank Signers to include all current members of the Board of Supervisors. Ms. Bamford inquired if it was appropriate to give full approval and administration of the bank accounts to one individual. Mr. Walko stated that it was only for the interim until a new Finance Director/Treasurer is hired.**

**MOTION: Upon motion by Ms. Chimera, seconded by Ms. Long, and unanimously carried (4-0), the Board authorized the updating of the authorized bank signers and administrators as outlined above.**

**11. Adjournment:** Upon motion by Ms. Chimera and seconded by Ms. Long, the meeting was adjourned at 7:19 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary





Montgomery Township, PA

# Check Report

By Check Number

Date Range: 10/04/2024 - 10/24/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOL AP-APBNK						
	**Void**	10/08/2024	Regular	0.00	0.00	99773
	**Void**	10/08/2024	Regular	0.00	0.00	99774
PAYR-EIT WAGE	HAB EIT	10/08/2024	Regular	0.00	13.73	99775
PAYR-IAFF	Montgomery Township Professional	10/08/2024	Regular	0.00	271.72	99776
MT002203	Larry Vaksman	10/15/2024	Regular	0.00	550.00	99777
MT002203	Larry Vaksman	10/15/2024	Regular	0.00	-550.00	99777
MT002535	MCATO	10/15/2024	Regular	0.00	390.00	99778
MT004004	Univest Insurance, Inc.	10/15/2024	Regular	0.00	3,119.00	99779
MT000040	Acme Uniforms For Industry	10/24/2024	Regular	0.00	666.56	99780
MT000046	Adam J. Morrow	10/24/2024	Regular	0.00	150.00	99781
MT000050	Adam Zwislewski	10/24/2024	Regular	0.00	400.00	99782
MT000056	Advanced Color and Grind LLC	10/24/2024	Regular	0.00	1,610.00	99783
MT000074	Air Cleaning Systems Inc.	10/24/2024	Regular	0.00	3,792.00	99784
MT000150	Alphagraphics Lansdale	10/24/2024	Regular	0.00	137.47	99785
MT000167	Amazon.com Services, Inc	10/24/2024	Regular	0.00	3,939.96	99786
	**Void**	10/24/2024	Regular	0.00	0.00	99787
MT000220	Andrew Allen Wilbur	10/24/2024	Regular	0.00	50.00	99788
MT000233	Angel G. Mejias	10/24/2024	Regular	0.00	350.00	99789
MT004455	Anthony Wiater	10/24/2024	Regular	0.00	150.00	99790
MT000320	AT&T	10/24/2024	Regular	0.00	122.35	99791
MT000325	Atlas Copco Compressors LLC	10/24/2024	Regular	0.00	1,469.91	99792
MT000342	B Safe LLC	10/24/2024	Regular	0.00	60.00	99793
MT000378	Beanie Bounce Party Rentals	10/24/2024	Regular	0.00	5,044.55	99794
MT004418	Bharatiya Temple Inc.	10/24/2024	Regular	0.00	18,697.00	99795
MT000467	Brandi Blusiewicz	10/24/2024	Regular	0.00	350.00	99796
MT000469	Brandon Uzdzienski	10/24/2024	Regular	0.00	100.00	99797
MT004449	Brianna Hunter	10/24/2024	Regular	0.00	100.00	99798
MT004464	Brooke R. Mullen	10/24/2024	Regular	0.00	80.00	99799
MT000552	C.E.S.	10/24/2024	Regular	0.00	482.76	99800
MT000567	Canon Financial Services, Inc	10/24/2024	Regular	0.00	2,363.38	99801
MT004466	Caputo Richard & Elaine M	10/24/2024	Regular	0.00	275.64	99802
MT000580	Carl F. Herr	10/24/2024	Regular	0.00	50.00	99803
MT000585	Carlos A. Gonzalez Jr	10/24/2024	Regular	0.00	200.00	99804
MT000632	CDW Government, Inc.	10/24/2024	Regular	0.00	1,844.08	99805
MT004333	CHA Consulting, Inc.	10/24/2024	Regular	0.00	8,793.55	99806
MT000786	COMCAST	10/24/2024	Regular	0.00	269.39	99807
MT000786	COMCAST	10/24/2024	Regular	0.00	539.71	99808
MT000787	Comcast Business	10/24/2024	Regular	0.00	1,552.37	99809
MT000799	Commonwealth Precast, Inc.	10/24/2024	Regular	0.00	2,080.00	99810
MT000816	Continental Fire and Safety	10/24/2024	Regular	0.00	5,903.00	99811
MT004420	Deasey, Mahoney & Valentini, Ltd.	10/24/2024	Regular	0.00	1,053.25	99812
MT000956	Deborah A Rivas	10/24/2024	Regular	0.00	90.00	99813
MT000999	Derek Muller	10/24/2024	Regular	0.00	7.98	99814
MT001030	DJB Specialties, Inc.	10/24/2024	Regular	0.00	1,981.10	99815
MT001080	DVWCT Delaware Valley WC Trust	10/24/2024	Regular	0.00	11,383.00	99816
MT001112	Ecybro Trucking LLC	10/24/2024	Regular	0.00	320.00	99817
MT001122	EdsTV	10/24/2024	Regular	0.00	2,500.99	99818
MT001159	Elite 3 Facilities Maintenance, LLC	10/24/2024	Regular	0.00	4,755.00	99819
MT001220	Established Traffic Control	10/24/2024	Regular	0.00	622.00	99820
MT001238	Exacthire	10/24/2024	Regular	0.00	1,275.00	99821
MT001243	EZ Signs	10/24/2024	Regular	0.00	75.00	99822
MT004452	FearlessFunPickleball	10/24/2024	Regular	0.00	680.00	99823
MT001265	FedEx	10/24/2024	Regular	0.00	41.17	99824
MT004454	Ferro Fuel Oil, Inc	10/24/2024	Regular	0.00	189.50	99825

Check Report

Date Range: 10/04/2024 - 10/24/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT001289	Fishers Ace Hardware	10/24/2024	Regular	0.00	48.47	99826
MT001338	Fulton Cardmember Services	10/24/2024	Regular	0.00	2,285.99	99827
MT001340	Fundamental Tennis	10/24/2024	Regular	0.00	1,350.00	99828
MT001355	Gary Davis	10/24/2024	Regular	0.00	50.00	99829
MT001374	General Recreation, Inc.	10/24/2024	Regular	0.00	1,288.00	99830
MT001379	George Allen Portable Toilets, Inc.	10/24/2024	Regular	0.00	224.00	99831
MT001398	Gilmore and Associates Inc.	10/24/2024	Regular	0.00	49,708.64	99832
	**Void**	10/24/2024	Regular	0.00	0.00	99833
MT001412	Glick Fire Equipment Company Inc	10/24/2024	Regular	0.00	4,186.61	99834
MT001439	Granturk Equipment Co., Inc.	10/24/2024	Regular	0.00	145.45	99835
MT001447	Greg Reiff	10/24/2024	Regular	0.00	80.00	99836
MT001460	Guidemark, Inc.	10/24/2024	Regular	0.00	800.00	99837
PAYR-EIT WAGE	HAB EIT	10/24/2024	Regular	0.00	13.73	99838
MT001473	Hajoca Corporation	10/24/2024	Regular	0.00	389.70	99839
MT001548	Home Depot Credit Services	10/24/2024	Regular	0.00	2,016.36	99840
MT001559	Hoys Landscaping Inc	10/24/2024	Regular	0.00	5,200.00	99841
MT001643	Jacob Millevoi	10/24/2024	Regular	0.00	100.00	99842
MT004263	John A. Otte	10/24/2024	Regular	0.00	100.00	99843
MT001856	John Bereschak	10/24/2024	Regular	0.00	200.00	99844
MT001868	John H. Mogensen	10/24/2024	Regular	0.00	100.00	99845
MT004459	John Verbrugge	10/24/2024	Regular	0.00	3,000.00	99846
MT001952	Julius Mack	10/24/2024	Regular	0.00	80.00	99847
MT004308	Justin Tohanczyn	10/24/2024	Regular	0.00	140.00	99848
MT002038	Keith Grierson	10/24/2024	Regular	0.00	50.00	99849
MT002089	Keystone Municipal Services, Inc.	10/24/2024	Regular	0.00	14,287.50	99850
MT002098	Kilkenny Law, LLC	10/24/2024	Regular	0.00	2,632.00	99851
MT002170	Kyle W. Stump	10/24/2024	Regular	0.00	350.00	99852
MT002318	Lizell Office Furniture	10/24/2024	Regular	0.00	515.00	99853
MT004309	Louis Neibauer Company, Inc.	10/24/2024	Regular	0.00	325.00	99854
MT002450	Marquis Barefield	10/24/2024	Regular	0.00	320.00	99855
MT002470	Mary Kay Kelm, Esquire	10/24/2024	Regular	0.00	633.75	99856
MT004453	Mary Kay Wagner	10/24/2024	Regular	0.00	224.00	99857
MT002544	McCauley, Tom	10/24/2024	Regular	0.00	3,560.00	99858
MT002609	Michael Bean	10/24/2024	Regular	0.00	150.00	99859
MT002624	Michael J. Kunzig	10/24/2024	Regular	0.00	50.00	99860
MT002628	Michael Jenkins	10/24/2024	Regular	0.00	529.51	99861
MT002636	Michael Shearer	10/24/2024	Regular	0.00	100.00	99862
MT002688	Minuteman Press	10/24/2024	Regular	0.00	535.60	99863
PAYR-IAFF	Montgomery Township Professional	10/24/2024	Regular	0.00	260.68	99864
MT002796	Moyer Indoor / Outdoor	10/24/2024	Regular	0.00	741.76	99865
MT004138	Napa Auto Parts	10/24/2024	Regular	0.00	53.42	99866
MT002926	North Penn School District	10/24/2024	Regular	0.00	1,035.00	99867
MT002934	North Wales Borough	10/24/2024	Regular	0.00	49.00	99868
MT002937	North Wales Water Authority	10/24/2024	Regular	0.00	15.87	99869
MT002937	North Wales Water Authority	10/24/2024	Regular	0.00	95.28	99870
MT002937	North Wales Water Authority	10/24/2024	Regular	0.00	44.43	99871
MT002951	Nyce Crete and Landis Concrete	10/24/2024	Regular	0.00	158.75	99872
MT002974	Omega Systems Consultants, Inc.	10/24/2024	Regular	0.00	4,235.00	99873
MT002986	Otto A. Gaylord	10/24/2024	Regular	0.00	160.00	99874
MT003044	Patrick Kerr	10/24/2024	Regular	0.00	200.00	99875
MT003076	PECO Energy	10/24/2024	Regular	0.00	68.72	99876
MT003077	PECO Energy	10/24/2024	Regular	0.00	16,119.43	99877
	**Void**	10/24/2024	Regular	0.00	0.00	99878
	**Void**	10/24/2024	Regular	0.00	0.00	99879
MT003099	PennHolo Sales and Services	10/24/2024	Regular	0.00	308.50	99880
MT003109	Pennsylvania One Call System, Inc.	10/24/2024	Regular	0.00	371.83	99881
MT003136	Petty Cash	10/24/2024	Regular	0.00	155.64	99882
MT004415	Pilot Thomas Logistics, LLC	10/24/2024	Regular	0.00	7,508.29	99883
MT003159	Pipersville Garden Center, Inc.	10/24/2024	Regular	0.00	674.16	99884
MT003160	Pitney Bowes Global Financial Services LLC	10/24/2024	Regular	0.00	733.95	99885
MT003207	PSM Peter A. Schertz	10/24/2024	Regular	0.00	427.00	99886

Check Report

Date Range: 10/04/2024 - 10/24/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT003227	Rachel Brick	10/24/2024	Regular	0.00	300.00	99887
MT003269	Ready Refresh	10/24/2024	Regular	0.00	306.96	99888
MT003299	Republic Services No. 320	10/24/2024	Regular	0.00	1,964.10	99889
MT003334	Richter Drafting and Office Supply Co. Inc	10/24/2024	Regular	0.00	438.12	99890
MT003359	Robert E. Little, Inc.	10/24/2024	Regular	0.00	94.84	99891
MT004329	Roger T. Perry	10/24/2024	Regular	0.00	240.00	99892
MT003436	Ryan Allison	10/24/2024	Regular	0.00	50.00	99893
MT003444	Ryan W. Irvin	10/24/2024	Regular	0.00	200.00	99894
MT003499	Scatton's Heating and Cooling, Inc.	10/24/2024	Regular	0.00	2,855.39	99895
MT003520	Sealmaster	10/24/2024	Regular	0.00	182.49	99896
MT003533	Service Tire Truck Centers	10/24/2024	Regular	0.00	748.76	99897
MT003555	Shapiro Fire Protection Company	10/24/2024	Regular	0.00	56.18	99898
MT003568	Sherwin Williams Company	10/24/2024	Regular	0.00	85.22	99899
MT003574	Shoen Safety and Training	10/24/2024	Regular	0.00	665.00	99900
MT003583	Signal Control Products, LLC	10/24/2024	Regular	0.00	78.00	99901
MT003585	Signarama Lansdale	10/24/2024	Regular	0.00	75.00	99902
MT003600	SnapOn Industrial	10/24/2024	Regular	0.00	2,938.00	99903
MT003624	Spencer D. Borine	10/24/2024	Regular	0.00	80.00	99904
MT003655	Standard Insurance Company	10/24/2024	Regular	0.00	8,829.85	99905
MT003790	TD Card Services	10/24/2024	Regular	0.00	1,964.04	99906
MT004465	Teel Barry D & Sunyoung P	10/24/2024	Regular	0.00	374.46	99907
MT003796	Tees With a Purpose	10/24/2024	Regular	0.00	837.00	99908
MT004458	Trevor J. Bradley	10/24/2024	Regular	0.00	50.00	99909
MT003982	Tyler Technologies, Inc	10/24/2024	Regular	0.00	780.00	99910
MT004006	Unwined and Paint	10/24/2024	Regular	0.00	180.00	99911
MT004044	Vault Health	10/24/2024	Regular	0.00	307.24	99912
MT004051	Verizon	10/24/2024	Regular	0.00	71.63	99913
MT004051	Verizon	10/24/2024	Regular	0.00	299.00	99914
MT004051	Verizon	10/24/2024	Regular	0.00	41.74	99915
MT004080	Vinay P. Setty	10/24/2024	Regular	0.00	490.00	99916
MT004092	Vishnu Sangati	10/24/2024	Regular	0.00	145.00	99917
MT004149	West Generator Services Inc.	10/24/2024	Regular	0.00	12,594.40	99918
MT004189	William Tuttle	10/24/2024	Regular	0.00	100.00	99919
MT004198	Witmer Public Safety Group Inc.	10/24/2024	Regular	0.00	463.72	99920
PAYR-PBA	Police Benevolent Association	10/10/2024	Bank Draft	0.00	1,439.00	DFT0000376
PAYR-POL PEN	U.S. Bank	10/10/2024	Bank Draft	0.00	9,041.94	DFT0000377
PAYR-PA SCDU	PA SCDU	10/10/2024	Bank Draft	0.00	530.77	DFT0000378
PAYR-401	Empower Retirement	10/10/2024	Bank Draft	0.00	18,857.42	DFT0000379
PAYR-457	Empower Retirement	10/10/2024	Bank Draft	0.00	29,264.05	DFT0000380
PAYR-PHILA	City of Philadelphia	10/10/2024	Bank Draft	0.00	326.52	DFT0000381
PAYR-SITW	State of Pennsylvania	10/10/2024	Bank Draft	0.00	11,559.16	DFT0000382
PAYR-PBA	Police Benevolent Association	10/24/2024	Bank Draft	0.00	1,439.00	DFT0000384
PAYR-POL PEN	U.S. Bank	10/24/2024	Bank Draft	0.00	8,783.10	DFT0000385
PAYR-PA SCDU	PA SCDU	10/24/2024	Bank Draft	0.00	530.77	DFT0000386
PAYR-401	Empower Retirement	10/24/2024	Bank Draft	0.00	18,821.62	DFT0000387
PAYR-457	Empower Retirement	10/24/2024	Bank Draft	0.00	18,336.59	DFT0000388
PAYR-PHILA	City of Philadelphia	10/24/2024	Bank Draft	0.00	340.96	DFT0000389

**Check Report**

Date Range: 10/04/2024 - 10/24/2024

**Vendor Number**  
PAYR-SITW

**Vendor Name**  
State of Pennsylvania

**Payment Date**  
10/24/2024

**Payment Type**  
Bank Draft

**Discount Amount**  
0.00

**Payment Amount**  
11,449.30

**Number**  
DFT0000390

**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	356	142	0.00	259,014.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-550.00
Bank Drafts	14	14	0.00	130,720.20
EFT's	0	0	0.00	0.00
	<b>370</b>	<b>163</b>	<b>0.00</b>	<b>389,184.48</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	356	142	0.00	259,014.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-550.00
Bank Drafts	14	14	0.00	130,720.20
EFT's	0	0	0.00	0.00
	<b>370</b>	<b>163</b>	<b>0.00</b>	<b>389,184.48</b>

### Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	10/2024	389,184.48
			<b>389,184.48</b>

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

---

---

**SUBJECT:** Recognition of J. Scott Bendig's Retirement as Chief of Police  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:**  
**INITIATED BY:**

---

---

The Township Manager will read Chief Bendig's biography.

The Board of Supervisors will consider a resolution recognizing Chief Bendig's service.

The Board of Supervisors and Police Department staff will then present Chief Bendig with various citations and a gift from the Township.

**MOTION/RESOLUTION:**

**Motion** to adopt Resolution No. 2024-21 recognizing the service of J. Scott Bendig and congratulating him on his retirement.

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



**RESOLUTION 2024-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, TO RECOGNIZE J. SCOTT BENDIG FOR HIS SERVICE TO MONTGOMERY TOWNSHIP**

**WHEREAS**, Scott Bendig has recently retired from his service with Montgomery Township as its Chief of Police; and

**WHEREAS**, Scott began his career here in 1989 as a recruit patrol officer, was promoted to Sergeant in 2001; and rose to the position of Chief of Police in 2012; and

**WHEREAS**, in addition to being an exemplary Chief of Police, Scott proved to be an invaluable member of the Township's management team; and

**WHEREAS**, Scott exemplified the definition of a servant leader, approaching each day focusing on the growth of others in the organization and the needs of our community; and

**WHEREAS**, Montgomery Township and its Police Department are left better because of his leadership.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, that J. Scott Bendig be commended and thanked for his 35 years of dedicated service to the Police Department and residents of Montgomery Township and wished the very best in this next chapter of his life.

**RESOLVED**, at the duly convened meeting of the Board of Supervisors of Montgomery Township conducted on this 28<sup>th</sup> day of October 2024.

\_\_\_\_\_  
Candyce Fluehr Chimera, Chairwoman

\_\_\_\_\_  
Audrey R. Ware, Vice-Chairwoman

\_\_\_\_\_  
Tanya C. Bamford, Member

\_\_\_\_\_  
Annette M. Long, Member

\_\_\_\_\_  
Beth A. Staab, Member

\_\_\_\_\_  
Attest: Carolyn McCreary, Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #07

---

**SUBJECT:** Public Hearing – Proposed Ordinance # 24-344 - Amendments to Chapter 189 - Shade Trees & Chapter 205 SALDO  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chair  
**INITIATED BY:** Marianne McConnell, Director of Planning & Zoning

---

**BACKGROUND:**

Staff is requesting the adoption of proposed amendments to the Montgomery Township Code, Chapter 189 Shade Trees and Section 250-51 of the Subdivision & Land Development Ordinance. The proposed amendments include updating definitions, adding provisions for permitting for the removal / replacement of residential street trees, and updating shade tree protection, replacement and pruning provisions.

Township staff, Shade Tree Commission members, the County, and Township Consultants have had the opportunity to review the details of the proposed amendments to Chapter 189 and 205.

During their September 19, 2024 meeting, the Planning Commission unanimously recommended the Board of Supervisors approve the proposed ordinance.

The ordinance was advertised in The Reporter on October 7<sup>th</sup> and 14<sup>th</sup>, 2024.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors adopt the amendments to Chapter 189 & 205 of the Code of Montgomery Township as presented.

**MOTION/RESOLUTION:**

**Motion** to authorize the adoption of Ordinance #24-344 to amend Chapter 189 & 205 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.



**MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 24-344**

**AN ORDINANCE OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY,  
PENNSYLVANIA, AMENDING CHAPTER 189, SHADE TREES, IN ITS ENTIRETY; AND  
AMENDING CHAPTER 205, SUBDIVISION AND LAND DEVELOPMENT, SECTION 205-51,  
TO PROVIDE FOR A LANDSCAPE PLAN NOTE REQUIREMENT FOR A  
TREE REPLACEMENT RATE OF 1:1**

**WHEREAS**, the Pennsylvania Second Class Township Code and the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et seq.*, authorizes the Board of Supervisors of Montgomery Township (“Board”) to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care and control of Montgomery Township (“Township”) and the maintenance of peace, good government, health and welfare of the Township and its citizens;

**WHEREAS**, the Board desires to amend the Township Code, Chapter 189, Shade Trees, to make comprehensive changes throughout to better maintain the peace, good government, health and welfare of the Township and its citizens;

**WHEREAS**, the Board of Supervisors of Montgomery Township has determined that changes and additions to the Shade Tree Chapter and the Subdivision and Land Development Chapter are necessary to provide for the planting, maintenance, preservation, and protection of the shade trees within Montgomery Township;

**WHEREAS**, the Board has met the procedural requirements of the Pennsylvania Municipalities Planning Code for the adoption of the proposed ordinance including advertising, submission to the planning commissions, and holding a public hearing; and

**WHEREAS**, the Board, after due consideration of the proposed ordinance at a duly advertised public hearing, has determined that the health, safety and general welfare of the residents and guests of the Township will be served by this amendment of the Montgomery Township Code as set forth below;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors of the Montgomery Township, Montgomery County, Pennsylvania, it is hereby enacted and ordained by the authority of same, as follows:

**I. Code Amendment.** The Montgomery Township Code is hereby amended as follows:

**A. Chapter 189, Shade Trees, is amended in its entirety to provide as follows:**

**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**

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)**.

**§ 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 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.
  - (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, oil, gas, gasoline, liquid dye or other substance deleterious to tree life, about the roots of any shade tree.
- C. Affix or tie any rope, guy wire, cable, sign, poster or other fixture 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. No person shall cut, prune, trim, or break greater than 25% of all branches on any shade tree in any one (1) growing season; climb trees with spurs; remove any shade tree or any tree that was required to be planted as part of a subdivision or land development unless otherwise permitted herein; or 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 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, 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 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.

**B. Chapter 205, Subdivision and Land Development Ordinance, Section 205-51.A, Landscape Plan Requirements, is hereby amended to provide for a new subsection (20) to provide as follows:**

- (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.

**SECTION II. Severability.** The terms, conditions and provisions of this Ordinance are hereby declared to be severable, and, should any portion, part, or provision of this Ordinance be found by a court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, the Montgomery Township Board of Supervisors hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part or provision of this Ordinance, and the remainder of the Ordinance shall remain in force.

**SECTION III. Repealer.** Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of this Ordinance are hereby repealed to the extent of such irreconcilable conflict.

**SECTION IV. Effective Date.** This Ordinance shall become effective upon enactment as provided by law.

**SECTION V. Failure to Enforce Not a Waiver.** The failure of Montgomery Township to enforce or delay enforcement of any provision of this Ordinance shall not constitute a waiver by Montgomery Township of its rights to future enforcement hereunder.

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

**ATTEST:**

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

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

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

## MONTGOMERY TOWNSHIP LEGAL NOTICE

On Monday, October 28, 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 hold a hearing and then consider enacting: **AN ORDINANCE OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING CHAPTER 189, SHADE TREES, IN ITS ENTIRETY; AND AMENDING CHAPTER 205, SUBDIVISION AND LAND DEVELOPMENT, SECTION 205-51, TO PROVIDE FOR A LANDSCAPE PLAN NOTE REQUIREMENT FOR A TREE REPLACEMENT RATE OF 1:1.** 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 the hearing/meeting and will be given an opportunity to provide comments regarding the proposed ordinance. Persons with disabilities, wishing to attend the public hearing/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

# M e m o

TO: Montgomery Township Board of Supervisors

DATE: October 28, 2024

SUBJECT: Planning Commission recommendation – Ordinance Amendments

---

During the September 19, 2024 meeting, the Planning Commission reviewed the proposed amendments to Chapters 189 and 205 of the Township Ordinance and recommended the Board of Supervisors approve the proposed ordinance amendments as presented on a motion made by Jay Glickman, seconded by Frank Davey, all in favor.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item # 08

---

**SUBJECT:** Review of Zoning Hearing Board Application  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chair  
**INITIATED BY:** Marianne McConnell, Zoning Officer

---

**BACKGROUND:**

Included in your packet is a summary of the application(s) before the Zoning Hearing Board for their November 6, 2024 meeting.

**Potential Action of the Board:**

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

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



## Montgomery Township Zoning Hearing Board

**Meeting Date: November 6, 2024 – 6:30 pm**

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

**1. Application #24090001 – 309 Autovest Properties, LP / 1011 Bethlehem Pike** – The applicant, 309 Autovest Properties, LP, operates an existing Acura automobile dealership at 1009-1011 Bethlehem Pike and has received Conditional Use approval to operate a second new motor vehicle agency, Montgomeryville Mitsubishi on the same property. The applicant proposes a second freestanding sign along Bethlehem Pike 20 feet in height, 60 square feet in size (sign area) where one freestanding sign is allowed per street frontage. The applicants seek a variance from the provisions of Section 230-127A(4) of the Code of Montgomery Township. – **CONTINUED TO DECEMBER 4, 2024.**

**2. Application #24100001 – Merrill / 225 Tudor Drive** – The applicants, William & AnnaMarie Merrill, own and reside in the single family dwelling on a 12,500 square foot lot located within the R-2 Cluster Residential District. The applicants seek relief from the provisions of Sections 230-149B(1) (a) & (b) of the Code of Montgomery Township in order to construct a 14x30 inground swimming pool with 1,450 square feet of patio/pool decking four feet from the side property line where a minimum of 10 feet is required.

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

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

Item #09

---

**SUBJECT:** Knox Box Software & Equipment Upgrade for Fire Apparatus  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:** Annette M. Long  
**INITIATED BY:** William Wiegman, Fire Chief

---

**BACKGROUND:**

Township Ordinance Number 23-332 and Township Code 69-3 require that all commercial buildings in Montgomery Township be equipped with a Knox Box Security Vault on the exterior of their structure. This vault allows the fire department to access buildings during an emergency. The department currently has Knox Box Key Safes in all department apparatus and FDMT Command SUVs. The department's Knox Box Safes are aging, and the software is outdated. The department currently programs the safes from a dedicated laptop computer. The department's current safes are no longer available from the Knox Company.

The department requests Board approval to purchase new Knox Box Key Safes from Knox Company for all apparatus, command, and appropriate support vehicles. These new safes will allow wireless programming and monitoring through a cloud-based internet system. The new safes will allow for real-time monitoring of the safe, which will provide for better departmental accountability and security. The Knox Box program's success is based on the community's trust and assurance of the integrity of the program.

**BUDGET IMPACT:**

This purchase was not budgeted in the 2024 Capital Plan for the fire department. The project cost for replacing the safes and using the cloud-based system is \$16,193.00. The cost of the equipment is \$11,793.00. The estimated cost of installing the equipment by Glick is \$4,400.00. The department has \$15,000.00 dedicated to the 2024 Capital Fund for Sentinel Tile Ceiling Mounted Purifiers. We will not be pursuing the Sentinel Project.

**RECOMMENDATION:**

Staff recommend that the Board of Supervisors approve purchasing and installing the new Knox Box Key Safes and the cloud-based internet system for the department's apparatus, command, and support vehicles.

**MOTION/RESOLUTION:**

**Motion** to approve the purchase and installation of the new Knox Box Key Safes and the cloud-based internet system for the department's apparatus, command, and support vehicles from the Knox Company (\$11,793.00) and Glick (\$4,400.00) for a total price of \$16,193.00.

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



Knox Company  
 1601 W Deer Valley Rd  
 Phoenix AZ 85027  
 United States

**Quote# QT-KA-59135**

**QUOTED TO:**

CUS107358  
 FDMT - MONTGOMERY TWP  
 1001 STUMP RD  
 MONTGOMERYVILLE PA 18936-9605  
 UNITED STATES  
 MONTGOMERY

**SHIP TO:**

FDMT - MONTGOMERY TWP  
 1001 STUMP RD  
 MONTGOMERYVILLE PA 18936-9605  
 UNITED STATES  
 MONTGOMERY

Valid Through	Sales Rep	Terms	PO #	Shipping Method
3/25/2025	Larry Lulich	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	4	EA	\$1,034.00	\$4,136.00
Installation Address: Primary System Code Role: PS-38-0591-02-03-BOXES					
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	4	EA	\$80.00	\$320.00
Installation Address: Primary System Code Role: PS-38-0591-02-03-BOXES					
KD-1KM1	KeyDefender, Single Mkey Assy	7	EA	\$847.00	\$5,929.00
Installation Address: Primary System Code Role: PS-38-0591-02-03-BOXES					
KD-MB-R5	KeyDefender Mounting Bracket, 5"	7	EA	\$74.00	\$518.00
Installation Address: Primary System Code Role: PS-38-0591-02-03-BOXES					
KSM-200AC	AC ADAPTER, WALL MOUNT, KeySecure®5 & 6	1	EA	\$0.00	\$0.00
Installation Address: Primary System Code Role: PS-38-0591-02-03-BOXES					
92238	AC Adapter For Testing Use Only, KeyDefender	1	EA	\$0.00	\$0.00
Installation Address: Primary System Code Role: PS-38-0591-02-03-BOXES					
SMS-1002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1	EA	\$721.00	\$721.00
Installation Address: Primary System Code Role: PS-38-0591-02-03-BOXES					



QT-KA-59135





Knox Company  
1601 W Deer Valley Rd  
Phoenix AZ 85027  
United States

**Quote# QT-KA-59135**

Memo: Need signed quote & Knox Connect form for processing.

<b>Subtotal</b>	<b>\$11,624.00</b>
<b>Tax Amount</b>	<b>\$0.00</b>
<b>Shipping and Handling</b>	<b>\$169.00</b>
<hr/>	
<b>Total</b>	<b>\$11,793.00</b>



QT-KA-59135

Terms and Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Valid Through" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made: in all US states/commonwealths (except DE, HI, MT, NH, and OR); in the District of Columbia; in Canada; and in other countries and other US territories/jurisdictions as mandated by local law. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

Please submit a purchase order form.

KNOX SOFTWARE CONNECT FORM REQUIRED WITH FIRST ORDER

By signing, you accept this Quotation and Terms, including the product configuration and payment terms indicated above.

---

Signature / Date

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

---

**SUBJECT:** Replacement of the Gymnasium Floor in the Community & Recreation Center  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:** Tanya C. Bamford  
**INITIATED BY:** Floyd Shaffer, Community & Recreation Center Director  
Carolyn McCreary, Township Manager

---

**BACKGROUND:**

The Community and Recreation Center (CRC) is approaching its tenth year in operation. In addition to internal planning for its capital replacement needs, the Township contracted with CHA Consulting (formerly D'Huy Engineering) to evaluate the building and develop a plan for future expenditures based on a variety of factors, including existing physical condition, energy/sustainability impact, number of people affected daily, and life expectancy.

At the April 25 public meeting, the Board of Supervisors voted to authorize the advertisement of this project on PENNBID. The bid was paused due to the delay in completing the concrete replacement project. Subsequently, we found a company (Miller Sports Flooring) that specializes in this type of work and is an authorized COSTARS vendor, so we do not have to put this out for bid. After discussion with staff, it was determined that the work would commence in March based on the activity level in the CRC.

**BUDGET IMPACT:**

This project was originally included in the 2024 capital budget. However, with the delay, the project cost will need to be included in the 2025 budget at a cost of \$858,000.

**RECOMMENDATION:**

Staff recommends the Board approve purchasing and installing the gymnasium floor to be included in the 2025 budget.

**MOTION/RESOLUTION:**

**Motion** to approve the purchase and installation of the gymnasium floor by Miller Sports Flooring at a cost of \$858,000.00.

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

**MONTGOMERY TOWNSHIP  
COMMUNITY RECREATION CENTER  
GYMNASIUM FLOOR REPLACEMENT PROJECT  
DESIGN MEETING NO. 1  
CHA PROJECT NUMBER: 728003  
SEPTEMBER 17, 2024**

**ATTENDEES:**

<b>Name:</b>		<b>Representing:</b>	<b>Email:</b>	<b>Phone:</b>
Carolyn McCreary	✓	Montgomery Township (MT)	<a href="mailto:cmccreary@montgomerytp.org">cmccreary@montgomerytp.org</a>	215-393-6900
Floyd Shaffer	✓	Montgomery Township (MT)	<a href="mailto:fshaffer@montgomerytp.org">fshaffer@montgomerytp.org</a>	267-649-7200
Kevin Cunningham	✓	Miller Sports Flooring (MSF)	<a href="mailto:kevin@millersports.com">kevin@millersports.com</a>	484-557-2033
Bill Miller	✓	Miller Sports Flooring (MSF)	<a href="mailto:bill@millersports.com">bill@millersports.com</a>	610-656-5173
Bill Niswender	✓	CHA Consulting, Inc. (CHA)	<a href="mailto:wniswender@chasolutions.com">wniswender@chasolutions.com</a>	484-357-2863
Doug Taylor	✓	CHA Consulting, Inc. (CHA)	<a href="mailto:douglastaylor@chasolutions.com">douglastaylor@chasolutions.com</a>	267-372-1851

**Action  
By**

**Item  
No.**

**1.1.0 PURPOSE:**

1.1.1 The purpose of the meeting was to review the proposed gym floor replacement project, gym flooring options, field survey the existing conditions, and to discuss next steps.

**1.2.0 MEETINGS:**

1.2.1 A follow-up meeting will be scheduled after CHA develops the Specifications and Drawings.

**1.3.0 SCHEDULE**

1.3.1 CHA reviewed the draft project schedule as follows (Assumes bid vs. cooperative purchase approach):

<b>DRAFT PROJECT SCHEDULE ASSUMES COOPERATIVE PURCHASE PROCUREMENT</b>			
<b>Description</b>	<b>Start</b>	<b>Finish</b>	<b>Comments</b>
Design Phase Meeting	9/17/24	9/17/24	
Advertise to Bid	-----	-----	Not Required
Docs Available	-----	10/14/24	
Mandatory Proposal Meeting	-----	TBD	
Proposal Due	-----	11/01/24	2:00 PM
Review Proposal with MT	-----	11/01/24	
CHA Prepares Bid Recommendation	11/2/24	11/3/24	
MT Awards Bid	-----	11/11/24	
CHA Issues Notice to Proceed	-----	11/29/24	
Procurement / Submittals	12/02/24	2/28/25	
Construction	3/01/25	03/21/25	



**Action  
By**            **Item  
No.**

Final Completion	-----	01/17/25	
------------------	-------	----------	--

**1.4.0 CONCEPT AND PROPOSED SCOPE:**

1.4.1 Representatives from Miller Flooring were in attendance to assist with the review of flooring options and considerations of each. Discussions included but were not limited to the following:

1.4.1.1 Miller Flooring reviewed the flooring options to replace the current vinyl floor (Attachment 1 - Existing Specification)

- Primary Use: Pickle Ball, Basketball, Badminton and minimal Volleyball
- Secondary Use: Social / Community Events (minimal occasions)
- Wood Systems – Not feasible for this project based on system thickness, ADA accessibility and absence of a recessed slab.
- Poured Urethane Floor System (10-year life cycle) manufactured by Robbins or similar. Multiple pour system with painted game lines. The installation process provides off-gassing which will impact occupants. This system was not desired by the Township.
- Vinyl Floor System (10-year life cycle on heat welds +25 years on sheet good) manufactured by Tarkett or similar to existing system. This system will be specified as basis of design – base bid.
- Rubber Floor System (20–25-year life cycle) manufactured by Mondo or similar. No apparent seams, surface is durable, and system will support all listed sports with similar surface reaction. This system will be specified as an alternate bid.

1.4.2 The existing floor system type, condition, and issues contributing to its challenges were discussed. The existing floor system is 9 years old and nearing the end of its useful life.

**1.5.0 BUDGET AND VALUE ENGINEERING:**

1.5.1 **The draft budget was discussed; the Order of Magnitude Budget is as follows:**

<b>DRAFT ORDER OF MAGNITUDE BUDGET</b>				
<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Quantity (Approx.)</b>	<b>Total Estimated Cost</b>
<b>Construction/Hard Costs</b>				
H1	Demolish existing flooring, removal of base, and wall pads	\$5.00/SF	12,000	\$60,000
H2	Minimal concrete slab preparation, vapor barrier, new	\$45/SF	12,000	\$540,000



**Action**  
**By**

**Item**  
**No.**

	flooring system, and reinstall base and wall pads			
H3	<b>Construction/Hard Costs Subtotal</b>			<b>\$600,000</b>
H4	Contractors General Conditions	%	.10	\$60,000
H5	<b>Total Estimated Construction/Hard Cost</b>			<b>\$660,000</b>
<b>Soft Costs</b>				
S1	Design Contingency	%	.05	\$33,000
S2	Professional Fees, Permitting, and Contingencies	%	.25	\$165,000
S3	<b>Total Estimated Soft Costs</b>			<b>\$198,000</b>
S4	<b>TOTAL ESTIMATED PROJECT COSTS</b>			<b>\$858,000</b>

**Footnotes:**

1. Assumes minimal concrete repairs.
2. Budget to be adjusted after field investigations and programming.

**1.6.0 ALTERNATES:**

1.6.1 Possible Flooring Alternates were discussed. The planned Bid Documentation approach is as follows:

- Base Bid – Vinyl Flooring System with heat welded joints.
- Alternate Bid 1 – provided Rubber Flooring System in lieu of Vinyl Flooring System.
- Alternate Bid 2 – replace all wall pads in lieu of removal and reinstallation.
- In addition, unit pricing will be included to perform concrete repairs, additional game lines and other to be determined.

**1.7.0 SPECIFICATIONS, PROGRAMMING, AND SCOPE:**

1.7.1 The project scope was discussed, including but not limited to the following:

- Demolition – Demolition to include floor system, removal of wood base and vinyl wall pads for reinstallation.
- Testing and preparation of existing SOG – The moisture testing will be performed by CHA if the project is publicly bid or by Miller Sports Flooring if the project utilized COSTARS cooperative purchasing.
- New flooring system and options – See item 1.6.1 for additional information.
- Extent of impact to other elements – Limited to base wall pads and walls.
- Staging, phasing, and logistics – MT will provide space in the building for materials storage.
- Impact to other programs – The gym will be closed during replacement (30-45 days).



<b>Action By</b>	<b>Item No.</b>
----------------------	---------------------

- MT suggested the following programming information:
  - Provide fixed game lines for full Basketball Courts (2), Volleyball at West Court (1), Pickleball at East Court (3), Foul Lines only for side Basketball Courts (delete keys) (8).
  - MT will apply the Badminton game lines with tape – Do Not Paint.
  - Delete painted logos and basketballs.
  - See Attachment 2 for gym layout, reference and initial scope of work discussed.

**1.8.0 STATUS OF SURVEY:**

- 1.8.1 CHA reviewed the existing conditions following the meeting as required to prepare bid documents and specifications.

**1.9.0 EXISTING BUILDING PLANS AND SCANNING:**

- 1.9.1 CHA has existing drawings of the facility.

**1.10.0 PERMITS AND APPROVALS:**

- 1.10.1 No formal approvals will be required beyond the construction permit to be procured by the successful contractor.

**1.11.0 TEMPORARY STAGING AND PHASING PLANS:**

- 1.11.1 CHA will develop staging and phasing plans in coordination with MT.

**1.12.0 HAZARDOUS MATERIALS AND ABATEMENT:**

- 1.12.1 Based on the age of the facility, there should be no environmental concerns associated with the floor replacement.

**1.13.0 OTHER DISCUSSION ITEMS:**

- 1.13.1 Working hours to be specified from 7 a.m. to 7 p.m., Monday-Friday.
- 1.13.2 The Construction schedule was established for a March 3, 2025 start date, April 1, 2025 Substantial Completion, and April 18, 2025 as Final Completion.
- 1.13.3 Contractors will be permitted to use assigned facility toilets.



<b>Action By</b>	<b>Item No.</b>
----------------------	---------------------

Anyone taking exception to the statements in these Minutes, including omissions, shall notify DEI in writing within three days of receipt.

Respectfully Submitted,  
**CHA**



Doug Taylor, Associate AIA  
Senior Project Manager/Sector Manager 1

**Attachments:**      Att 1: Existing Flooring System Specification  
                                 Att 2: Existing Floor Plan



SECTION 09-6240 – SYNTHETIC ATHLETIC FLOORING

PART I – GENERAL

1.1 DESCRIPTION

A. Scope

1. The complete installation of synthetic sports surfacing system including striping.
- B. Related work specified under other sections.
  1. **CONCRETE MOISTURE VAPOR EMISSION AND pH TESTING**
    - a. Moisture vapor emission and pH of concrete shall be tested. Concrete substrates must comply with limitations of moisture and alkalinity, with in-situ Relative Humidity (RH) per ASTM F2170 not to exceed 87% or 8lbs/1,000ft<sup>2</sup> per 24 hours (3.6 kg / 93 m2) per 24 hours as verified using Calcium Chloride test ASTM F 1869-04, and substrate pH readings between 7.0–9.0.
  2. **CONCRETE SUBFLOORS**
    - a. The general contractor shall furnish and install the concrete subfloors.
    - b. The slab shall be steel troweled and finished smooth to a tolerance of 1/8" in any 10' radius. Floor flatness and floor levelness (FF and FL) numbers are not recognized. High spots shall be ground level and low spots filled with approved leveling compound.
    - c. No concrete curing, hardening or sealing agents shall be applied or mixed with the concrete subfloor.
  3. **MEMBRANE WATERPROOFING – SECTION 07-1120**
    - a. Concrete subfloors on or below grade shall be installed over a suitable moisture retardant membrane. Water vapor membrane shall comply with ASTM E 1745-97 (2004).
  4. **GAME STANDARD INSERTS - SECTION 11\_ \_ \_**

1.2 REFERENCES

- A. ASTM (American Society for Testing & Materials)
1. ASTM E 1745-97 (2004).
  2. ASTM F-1869
  3. ASTM F-1869-98
  4. ASTM F 1869-04

1.3 SUBMITTALS

- A. Submit Connor React™ specification sheets.
- B. Sample - Submit one sample of specified system showing wood pattern and color.
- C. Maintenance Literature - Upon completion of floor installation, send to owner, attendants or individuals in charge and responsible for the upkeep of the building a Connor Synthetic Care & Maintenance Guide. These instructions shall be followed. Any variations, deviations or substitutions shall be submitted to Connor for approval.
- D. Current installation instructions as published by Connor.
- E. Approval – Installer to be approved by Connor. Submit verification indicating installer (Floor Contractor) is approved to install proposed sport flooring system.

1.4 QUALITY ASSURANCE

- A. Manufacturer: shall be Connor
- B. **INSTALLER:**
1. The complete installation of the flooring system, as described in these specifications, shall be carried out by an experienced installer (Flooring Contractor), and the work shall be performed in accordance with current Connor installation instructions.
  2. Installer (Flooring Contractor) shall be liable for all matters related to the installation for a period of one year after the floor has been installed and completed.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Materials must be delivered in Connor's original, unopened and undamaged packaging with identification labels intact.

cell PVC foam, and is applied in one continuous manufacturing process. Laminated or adhered foam layers will not be allowed. Flooring will contain anti-fungal treatment. **Tarkett Sports Omnisports 5.0 and 6.5, Dynamic Sports Construction, Inc "DynaCourt" and Mats, Inc. Woodflex 8mm (gym) and 6mm (exercise rooms) are an approved equals.**

- B. Vinyl welding thread – Matching vinyl supplied by Connor.
  - 4.5mm diameter
  - Method of installation – heat welder
  - 100% PVC designed to melt at the same temperature as the PVC coating on the flooring
- C. Adhesive – One-component acrylic supplied by Connor.
  - 1. Optional adhesive – Two-component polyurethane supplied by Connor.
- D. Game Line Paint – Two-component polyurethane supplied by Connor. Select from six (6) standard colors (white, black, red, yellow, green, and blue).
- E. Base – As per finish schedule and specifications.

### PART 3-EXECUTION

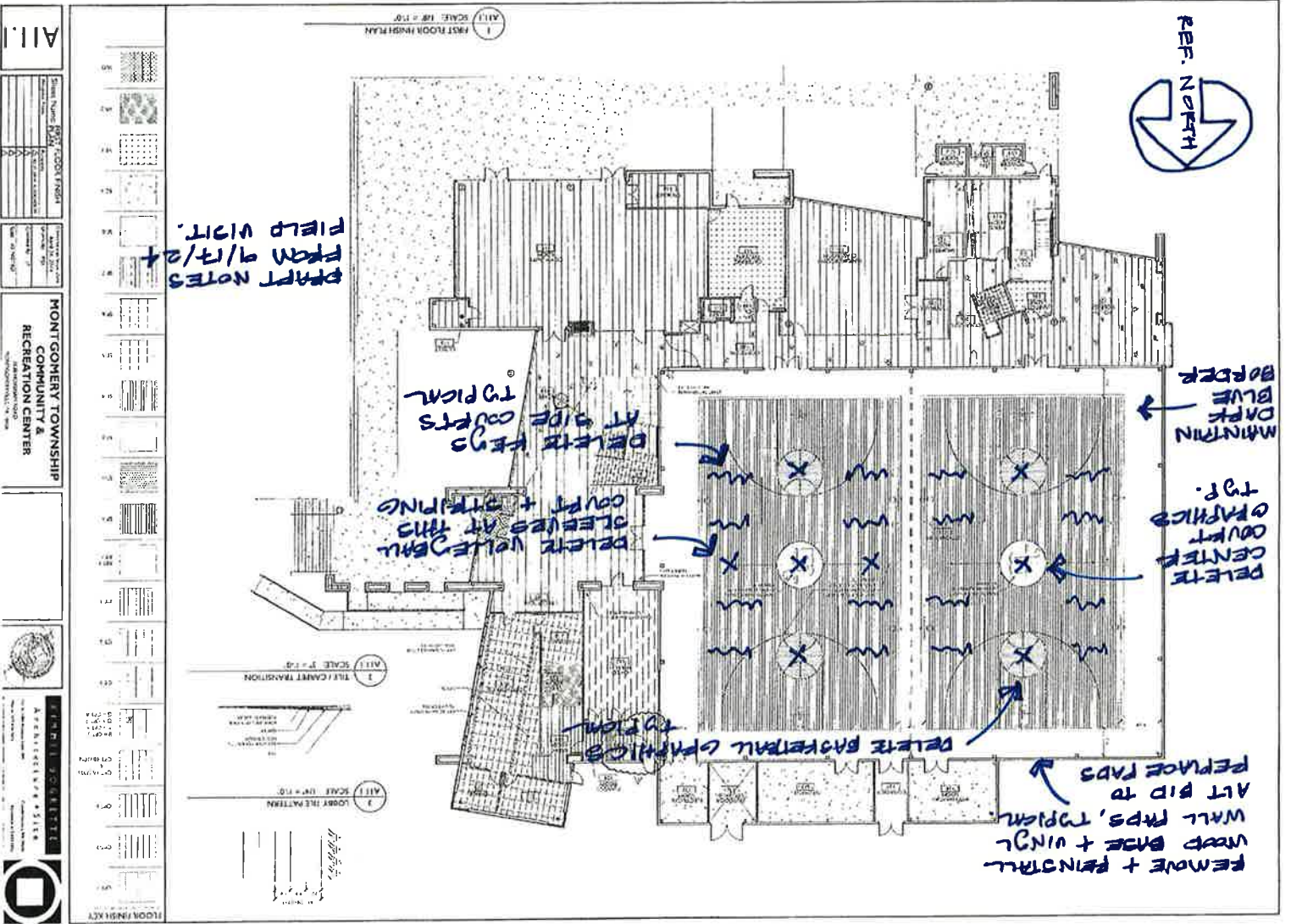
#### 3.1 INSPECTION

- A. Inspect concrete slab for proper tolerance and dryness. Test moisture vapor transmission of concrete flooring by means of an in- situ RH test or by means of a Calcium Chloride Test. A minimum number of three (3) tests shall be performed and strictly adhered to per ASTM F2170 for in situ probes or ASTM F-1869 for Calcium Chloride tests. Maximum vapor level of 87% RH or 8 lbs/1000 sf (3.6 kg/93 m<sup>2</sup>). Report any discrepancies to the general contractor.
- B. Concrete slab shall be broom cleaned by general contractor.
- C. Verify with general contractor and by visual inspection that no curing compounds and/or sealers have been applied to the concrete.
- D. Installer (Flooring Contractor) shall document all working conditions provided in General Specifications prior to commencement of installation.

#### 3.2 INSTALLATION

- A. Prep concrete to receive flooring material per the installation instructions.
- B. Unroll flooring and allow it to relax.
- C. Apply acrylic adhesive directly to concrete with notched trowel per Connor's instructions. Total flooring surface must be fully adhered.
- D. Install flooring into applied adhesive.
- E. Roll sport surface with a 100 lb segmented roller to remove entrapped air.
- F. Join side and end seams by hot welding. Route seams to receive vinyl welding thread. Use vinyl welding thread as supplied by Connor. Refer to installation instructions for complete preparation and installation recommendations.
- G. Game Lines
  - 1. Use only high quality masking tape approved by Connor.
  - 2. Follow installation instructions for preparation and application of game line paint.
  - 3. Provide game lines and colors as indicated on drawings.
- H. Wall Base – as per finish schedule.
- I. Remove all excess and waste materials from the work area. Dispose of empty containers in accordance with federal and local statutes.

END OF SECTION 09-6240



Attachment 2

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #11

---

**SUBJECT:** Parking Lot Lights at the Community and Recreation Center  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:**  
**INITIATED BY:** Carolyn McCreary, Township Manager  
Floyd Shaffer, Community & Recreation Center Director

---

**BACKGROUND:**

The Township contracted with D’Huy Engineering as part of our efforts to update the Township’s Capital Investment Plan (CIP), specifically for the CRC.

In September 2023 Doug Taylor came before the Board to describe the details of the work his firm did evaluating the condition of the CRC and explain the metrics to determine when and what needs to be updated and/or replaced. Included in their report was the need to replace the parking lot lights.

Last year we rented portable lights for the parking lot to ensure the safety of the CRC users and staff. This year we have been unable to find portable lighting to rent because of increased demand by various organizations, contractors, and other businesses.

Staff is requesting Board approval to purchase two portable light towers for the CRC. These towers will also be used by the Police, Fire, and Public Works for fire scenes, motor vehicle accidents, work sites, and Township events that occur in the evening.

**BUDGET IMPACT:**

Because of this combined use the cost of the two portable light towers would come out of the Capital Reserves Fund. The estimated cost of the portable lighting is about \$25,000 (for both).

**RECOMMENDATION:**

Staff recommends the Board approve the purchase of the portable light fixtures.

**MOTION/RESOLUTION:**

**Motion** to approve the purchase of two portable light towers at a cost of \$25,000+/- for Township use as described above.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #12

---

---

**SUBJECT:** Consider Purchase of Salt through 2024-2025 Montgomery County Consortium Cooperative Rock Salt Contract  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:** Candyce Fluehr Chimera, Chairwoman  
**INITIATED BY:** Carolyn McCreary, Township Manager

---

---

**BACKGROUND:**

The Township has participated in the Montgomery County Consortium Cooperative Rock Salt Contract administered by the Borough of Hatfield. The Consortium recently completed the public bidding process for the purchase of bulk rock salt for the 2024-2025 winter season and has awarded the contract to Riverside Construction Materials, Inc. at a price of \$62.60 per ton delivered.

**BUDGET IMPACT:**

The cost is included in the Highway Aid budget for both 2024 & 2025, as this is an approved purchase using State Liquid Fuels Funds.

**RECOMMENDATION:**

It is recommended that the Board authorize the Township's participation in the Montgomery County Consortium Cooperative Rock Salt Contract for the purchase of bulk rock salt from Riverside Construction Materials, Inc. at a price of \$62.60 per ton delivered.

**MOTION/RESOLUTION:**

**Motion** to approve the Township's participation in the Montgomery County Consortium Cooperative Rock Salt Contract, awarded to Riverside Construction Materials, Inc. for the purchase of bulk rock salt at a price of \$62.60 per ton delivered.

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

September 19, 2024

Mr. Larry Silvi III  
Riverside Construction Materials, Inc.  
7900 N. Radcliffe St.  
Bristol, PA 19007

Also sent via email: [raugustensen@silvi.com](mailto:raugustensen@silvi.com) (Rich Augustensen Jr., Director of Salt & Aggregate Sales)  
[lsilvi3@silvi.com](mailto:lsilvi3@silvi.com) (Larry Silvi III, Vice President of Salt Sales)  
[DCotterall@silvi.com](mailto:DCotterall@silvi.com) (Danielle Cotterall, Administrative Sales Assistant)

RE: **MCCC 2024-2025 Rock Salt Bid**  
**Notice of Award**  
Bursich Project No: MON-20/218190

Dear Larry:

This is to inform you that your bid dated September 11, 2024 for the above-referenced project has been considered. You are being notified of the award of the contract in the amount of \$62.60 per delivered ton and \$62.60 per non-delivered ton.

1. Please deliver to our office two fully-executed originals of the following Contract Documents within ten calendar days after receipt of this letter:
  - a. Cover letter to Borough Council
  - b. Bid Bond form, Form of Guarantee, and bond
  - c. Non Collusion Affidavit
  - d. Public Works Employment Verification Form
  - e. Performance Bond equal to 100 percent of the total bid price (\$4,096,660.00)
  - f. Payment Bond equal to 100 percent of the total bid price
  - g. Section G – Questionnaire for Rock Salt Bidders
  - h. Section F – Contract Form
  - i. Certificates of Insurance
2. Please note the Certificates of Insurance must name Hatfield Borough and Bursich Associates, Inc. as additional insureds. The Notice of Award is contingent on you providing Performance and Payment Bonds and Certificates of Insurance in a form acceptable to Owner. If the bonds and insurance are not acceptable, the Notice of Award shall be considered null and void.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award.

F:\Projects\MON-20\218190-00 Salt Bidding\2024 Bid\Contract Admin\NoA\2024-09-19\_2024-25 MCCC Salt Bid-NoA.docx

**OFFICE LOCATIONS**

[www.vancleefengineering.com](http://www.vancleefengineering.com)

Hillsborough, NJ 908-359-8291	Mt. Arlington, NJ 862-284-1100	Phillipsburg, NJ 908-454-3080	Doylestown, PA 215-345-1876	Pottstown, PA 610-323-4040
Hamilton, NJ 609-689-1100	Toms River, NJ 732-573-0490	Freehold, NJ 732-303-8700	Bethlehem, PA 610-332-1772	

Please acknowledge acceptance of this Notice of Award by signing and returning the enclosed copy of this Notice of Award.

Should you have any questions or need further information, please feel free to contact me at 484-941-0418 or ccamburn@vancleefengineering.com.

Very Truly Yours,  
Van Cleef Engineering Associates, LLC



Chad E. Camburn, P.E.  
Senior Technical Manager

Pc: Jaime E. Snyder, MPA, CBO, Hatfield Borough Manager (*via email*)  
Kate Harper, Hatfield Borough Solicitor (*via email*)

**Acceptance of Notice of Award**  
Riverside Construction Materials, Inc.

By (signature) 

By (print): Richard A. Snyder Jr.

Title: Director of Salt Sales

Date: 9/23/24

 **AIA** Document A312® – 2010

**Performance Bond**

Bond Number: 108129244

**CONTRACTOR:**

*(Name, legal status and address)*  
Riverside Construction Materials, Inc.  
355 Newbold Road  
Fairless Hills, PA 19030

**SURETY:**

*(Name, legal status and principal place of business)*  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*  
Hatfield Borough  
401 South Main Street, PO Box 190  
Hatfield, PA 19440

**CONSTRUCTION CONTRACT**

**Date:**

Amount: Four Million Ninety-six Thousand Six Hundred Sixty Dollars & 00/100 (\$4,096,660.00)

*Description: (Name and location)*

Furnishing and Delivering Rock Salt for the Montgomery County Consortium of Communities;  
MCCC 2024-2025

**BOND**

**Date:** (Not earlier than Construction Contract Date) October 2, 2024

**Amount:** Four Million Ninety-six Thousand Six Hundred Sixty Dollars & 00/100 (\$4,096,660.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

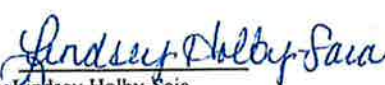
**Company:** *(Corporate Seal)*  
Riverside Construction Materials, Inc.

**SURETY**

**Company:** *(Corporate Seal)*  
Travelers Casualty and Surety Company of America

Signature: 

Name and Title: Aaron Strait  
CFO

Signature: 

Name and Title: Lindsey Holby-Saia  
Attorney-in-Fact

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

E.K. McConkey & Co., Inc.  
2555 Kingston Road, Suite 100  
York, PA 17402  
(717) 755-9266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

LHS



§ 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.

Init.

WAS

§ 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: \_\_\_\_\_

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

Name and Title:

Name and Title:

Address:

Address:

Init.

LHS



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

Travelers Casually and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Crystal M. Bennis, Kari E. Hess, Lindsey Holby-Saia, Alex J. Kauffman, John S. Olkowski, Hailey Sharp, and Tim M. Ziegler of York, Pennsylvania**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By:   
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **October**, **2024**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# AIA® Document A312® – 2010

## Payment Bond

Bond Number: 108129244

### CONTRACTOR:

(Name, legal status and address)  
Riverside Construction Materials, Inc.  
355 Newbold Road  
Fairless Hills, PA 19030

### SURETY:

(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

### OWNER:

(Name, legal status and address)  
Hatfield Borough  
401 South Main Street, PO Box 190  
Hatfield, PA 19440

### CONSTRUCTION CONTRACT

Date:

Amount: Four Million Ninety-six Thousand Six Hundred Sixty Dollars & 00/100 (\$4,096,660.00)

Description: (Name and location)

Furnishing and Delivering Rock Salt for the Montgomery County Consortium of Communities;  
MCCC 2024-2025

### BOND

Date: (Not earlier than Construction Contract Date) October 2, 2024

Amount: Four Million Ninety-six Thousand Six Hundred Sixty Dollars & 00/100 (\$4,096,660.00)

Modifications to this Bond:  None  See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Riverside Construction Materials, Inc.

### SURETY

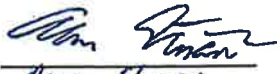
Company: (Corporate Seal)  
Travelers Casualty and Surety Company of America

Signature:

Name and

Title:

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

  
Alison Strait  
CFE

Signature:

Name and

Title: Attorney-in-Fact

  
Lindsey Holby-Saia

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

E.K. McConkey & Co., Inc.  
2555 Kingston Road, Suite 100  
York, PA 17402  
(717) 755-9266

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

1/11/24

AIA Document A312 – 2010 Payment Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:23:47 ET on 04/22/2024 under Order No.4104247863 which expires on 12/28/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes:

(913138536)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ 13 Notice and Claims 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. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

§ 16.4 **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.

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

§ 17 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.

§ 18 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:

Init.

LHC

AIA Document A312 – 2010 Payment Bond. Copyright © 2010. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:23:47 ET on 04/22/2024 under Order No.4104247863 which expires on 12/28/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [docinfo@alacontracts.com](mailto:docinfo@alacontracts.com).

User Notes:

(913138536)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Crystal M. Bennis, Kari E. Hess, Lindsey Holby-Saia, Alex J. Kauffman, John S. Olkowski, Hailey Sharp, and Tim M. Ziegler of York, Pennsylvania**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By:   
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **October**, **2024**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



SILVGRO-01

KCONVERSE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Valley Forge Captive Advisors E. K. McConkey & Co., Inc. 630 Freedom Business Center Drive King Of Prussia, PA 19406	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (610) 458-3659      FAX (A/C, No): (484) 965-9627	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Riverside Construction Materials, Inc. 355 Newbold Rd Fairless Hills, PA 19030	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
	<b>INSURER B:</b> National Fire & Marine Insurance Company	<b>NAIC #</b> 20079
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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

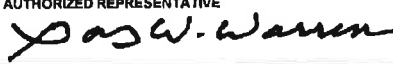
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b> <input checked="" type="checkbox"/> X,C,U GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GLO8196027	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAP8196028	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Per occurrence) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	X		42UMO30230109	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8196006	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Van Cleef and the Holder are listed as additional insureds for 2024-2025 delivery of rock salt, BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT & PER POLICY TERMS AND CONDITIONS

### CERTIFICATE HOLDER

### CANCELLATION

Borough of Hatfield 401 S. Main ST Hatfield, PA 19440	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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

---

---

**SUBJECT:** Approval of 2024 Annual Audit Engagement Letter  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:** Audrey R. Ware  
**INITIATED BY:** Carolyn McCreary, Township Manager

---

---

**BACKGROUND:**

Maillie has submitted an engagement letter for the 2024 annual audit. Maillie would audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely present component units, each major fund, and the aggregate remaining fund information of Montgomery Township as of December 31, 2024, and for the year that ended and the related notes to the financial statements, which collectively comprise the Montgomery Township's basic financial statements.

**PREVIOUS BOARD ACTION:**

None

**BUDGET IMPACT:**

The engagement letter lists an estimated cost of \$33,000 for the annual audit.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors approve the engagement letter with Maillie for the 2024 annual audit.

**MOTION/RESOLUTION:**

**Motion** to approve the attached engagement letter with Maillie for the 2024 annual audit at the estimated cost of \$33,000.

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

October 14, 2024

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of Montgomery Township as of December 31, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise the Montgomery Township's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information, pension information and other postemployment benefits information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Note to the Budgetary Comparison Schedule
4. Schedule of Changes in Net Police Pension Plan Liability and Related Ratios
5. Schedule of Police Pension Plan Contributions
6. Schedule of Police Pension Plan Investment Returns
7. Schedule of Changes in the Total Other Postemployment Benefit Plan Liability and Related Ratios
8. Trend Data on Infrastructure Condition

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 2

Supplementary information other than RSI will accompany the Montgomery Township's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. General Fund
  - Schedule of Revenues and Other Financing Sources
  - Schedule of Functional Expenditures by Activity and Other Financing Uses
2. Other Governmental Funds
  - Combining Balance Sheet
  - Combining Schedule of Revenues, Expenditures and Changes in Fund Balances
3. Capital Reserve Fund
  - Budgetary Comparison Schedule
4. Nonmajor Special Revenue Funds
  - Schedule of Revenues, Expenditures and Changes in Fund Balances- Budget and Actual
5. Nonmajor Capital Projects Funds
  - Schedule of Revenues, Expenditures and Changes in Fund Balances- Budget and Actual
6. Nonmajor Debt Service Fund
  - Schedule of Revenues, Expenditures and Changes in Fund Balances- Budget and Actual

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 3

## AUDITOR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in the system of internal control relevant to the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with third parties (e.g., creditors or financial institutions). As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Montgomery Township's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 4

In making our risk assessments, we consider the system of internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in the system of internal control the audit of that we have identified during the audit.

As this engagement is not designed to be a fraud audit, management understands and accepts the inherent limitations of the audit services described in this agreement. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

#### **COMPLIANCE WITH LAWS AND REGULATIONS**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Montgomery Township's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

#### **MANAGEMENT RESPONSIBILITIES**

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. For the design, implementation and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters.
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if applicable; and

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 5

- e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report, if applicable.
4. For including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor.
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work; and
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided; and
11. For informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

With regard to the required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the required supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding required supplementary information; (c) to include our report on the required supplementary information in any document that contains the required supplementary information and that indicates that we have reported on such required supplementary information.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.



To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 6

## **NONATTEST SERVICES**

We will perform the following nonattest services:

1. Preparation of financial statements based on your trial balances.
2. Preparation of the Commonwealth of Pennsylvania Department of Community and Economic Development Municipal Annual Audit and Financial Report
3. Assist with the preparation of the Annual Comprehensive Financial Report (ACFR)
4. Preparation of GASB 87 lease amortization schedules (if applicable)
5. Preparation of GASB 96 SBITA amortization schedules (if applicable)

We will not assume management responsibilities on behalf of Montgomery Township. However, we will provide advice and recommendations to assist management of Montgomery Township in performing its responsibilities.

With respect to any nonattest services we perform, Montgomery Township's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit, including your understanding of your responsibilities as defined in this letter to us in your management representation letter.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including the AICPA Code of Professional Conduct.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 7

## REPORTING

We will issue a written report upon completion of our audit of the Montgomery Township's basic financial statements. Our report will be addressed to the governing body of the Montgomery Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

## OTHER

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or master's for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

In accordance with the terms and conditions of this agreement, Montgomery Township shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, Montgomery Township releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 8

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The timing of our audit will be scheduled for performance as completion as follows:

	<i>Complete</i>
Received requested information from Montgomery Township	By March 17th
Perform year-end audit procedures	March 24th
Provide draft financial statements for review	April 30th
Issue audit report	June 15th

Christopher N. Herr, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Maillie LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 9

Our fees are based on the amount of time required by the individuals assigned to the engagement and value of services provided, plus direct out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Invoices will be rendered as work progresses and expenses are incurred and are payable upon presentation. We estimate that our fee for the audit will be \$33,000 plus direct expenses, including but not limited to confirmation.com charges we may incur in order to confirm balances with financial institutions, where applicable. This fee includes only the financial statement audit. These fees do not include any additional time that might be required for assisting with the adoption any new GASB Statements or any other new standards that may require implementation. Our fee also does not include any additional time that may be incurred for unusual, significant events including, but not limited to issuance of new debt or significant capital asset activity such as the sale or construction of new facilities. The estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not resume until your account is paid in full. Montgomery Township further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of Montgomery Township's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. If we elect to terminate our services for nonpayment, our engagement will be deemed complete upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We reserve the right to withdraw from this engagement without completing the work if you fail to comply with the terms of this engagement letter or if we determine professional standards require our withdrawal for any reason.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

The audit documentation for this engagement is the property of Maillie LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Maillie LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators. The various regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To the Board of Supervisors  
c/o Carolyn McCreary  
Montgomery Township  
October 14, 2024  
Page 10

It is our policy to keep records related to this engagement for seven years. Original client records will be returned to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for any future use, including potential examination by government or regulatory agencies. Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete and that upon the expiration of the seven-year period, Maillie LLP shall be free to destroy our records related to this engagement.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MAILLIE LLP



Christopher N. Herr, CPA

**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the **Montgomery Township** by:

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

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

**BOARD ACTION SUMMARY**

Item #14

---

SUBJECT: Consider Approval of 2024 Distribution of Act 205 Pension State Aid  
MEETING DATE: October 28, 2024  
BOARD LIAISON: Audrey R. Ware  
INITIATED BY: Carolyn McCreary, Township Manager

---

**BACKGROUND:**

The annual General Municipal Pension System State Aid allocation for 2024 has been received in the amount of \$614,583.41. This is a *decrease* of 10.6% from the 2023 State Aid allocation.

The State requires that the Board of Supervisors adopt a resolution approving the allocation of the State Aid to the pension systems for its employees. Based on the 2024 Minimum Municipal (MMO) Obligations to the Police and Non-Uniformed Pension Plans and based on the AG-385 State certifications, it is recommended that the 2024 Act 205 General Municipal Pension System State Aid be allocated as follows:

Police Pension Plan	61.7%	\$379,088.83
Non-Uniformed Pension Plan	38.3%	<u>235,494.58</u>
		\$614,583.41

**BUDGET IMPACT:**

The State Aid provides the Township with assistance in meeting its annual pension funding obligation and was factored into the Township's budget for 2024.

**RECOMMENDATION:**

Accept the recommended allocation and approve the distribution.

**MOTION/RESOLUTION:**

**Motion** to accept the recommendation to allocate the 2024 Act 205 General Municipal Pension System State Aid to the Police Pension Plan in the amount of \$379,088.83 and to the Non-Uniformed Employee Pension Plan in the amount of \$235,494.58.

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

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

---

---

**SUBJECT:** Ratification of the Memorandum of Understanding for William R. Peoples  
Promotion to Chief of Police  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:** Annette M. Long  
**INITIATED BY:** Carolyn McCreary, Township Manager

---

---

**BACKGROUND:**

With the retirement of Scott Bendig, Lt. Peoples has assumed the role of Acting Chief of Police. The Memorandum of Understanding outlines the details of his continued employment in this new role.

His swearing-in ceremony will take place during the November 11, 2024, Board of Supervisors public meeting.

**MOTION:**

**Motion** to ratify the Memorandum of Understanding between Montgomery Township and William R. Peoples and authorize his promotion to the position of Chief of Police of Montgomery Township, effective October 29, 2024.

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



# Montgomery Township

---

**To:** William Peoples, Acting Chief of Police

**From:** Carolyn McCreary, Township Manager

**Date:** October 18, 2024

**Subject:** Terms of Employment as Chief of Police

---

At their public meeting on October 28, 2024, the Board of Supervisors will vote to promote you to the position of Chief of Police, effective October 29, 2024.

As the governing authority of Montgomery Township, the Board of Supervisors can unilaterally establish and determine the terms and conditions of employment for its management employees and other non-union personnel. This memorandum, a draft of which you received on October 18, 2024, sets forth the initial terms and conditions of employment the Board has approved and established for your promotion to the position of Chief of Police. Thus, your promotion to Chief of Police is contingent upon your consent and approval of the terms and conditions of employment memorialized in the memorandum and offered in conjunction with this opportunity.

Please confirm your acceptance by returning an original executed to me by Thursday, October 24, 2024.

**BASE ANNUAL SALARY:** Should you accept this promotion under the terms offered in this memorandum, your annual base salary will be increased to \$192,000 effective October 29, 2024. This annual base salary shall be subject to review by the Township Manager and potential modification on an annual or other basis as deemed appropriate. The base salary stated herein is intended to be your sole and exclusive form of monetary compensation payable by the Township. Consequently, you shall no longer be entitled to longevity pay, holiday pay, education bonus, sick leave incentive bonus, overtime pay, or any other form of compensation of a monetary nature which is not expressly set forth herein. Annual increases will be no less than the



Montgomery Township Police Officers Collective Bargaining Unit (“Bargaining Unit”) receives each year.

**DUTIES:** You will promote the policy and business interests of the Township and the Board through the effective use of your knowledge, skills, and ability with respect to police management, supervision, and administration. Your specific duties, responsibilities, and authority as Chief of Police will be established and directed by the Board of Supervisors and the Township Manager, along with any other duties set forth in any job description which may now, or in the future, be adopted or amended at the Board’s sole discretion.

**OUTSIDE EMPLOYMENT:** It is understood that you are expected to dedicate your full time and effort toward performing your duties on behalf of the Township. Consequently, unless advance approval is obtained by the Board of Supervisors, you agree not to hold another position of employment with any other public or private entity while you hold the position of Chief of Police.

**HOURS OF WORK/OVERTIME/COMPENSATORY TIME:** Your duties also include working a minimum of 40 hours per week, except, of course, during weeks in which a valid use of paid leave time occurs. As Chief of Police, you will be the highest-ranking member of the Police Department and a management employee of the Township. Thus, you will continue you be considered an “exempt” employee under state and federal wage and hour laws. Consequently, you will not be entitled to receive overtime pay or compensatory time off (“comp time”) for any hours worked in excess of 8 hours per day or 40 hours per week.

**FRINGE BENEFITS:** The position of Chief of Police is a managerial position outside of the Bargaining Unit, and you shall, therefore, not be covered by any labor agreement between the Township and its unionized police officer (“Police Contract”). However, in addition to your base salary, the Township will provide you with the following benefits as may be further described or limited under the Police Contract:

- a. All of the following benefits available to bargaining unit members with your length of service as set forth in the 2024-2027 Police Contract: health coverage and insurance, life insurance, pension and retirement benefits (including DROP), liability and false arrest insurance, vacation, personal days, sick leave (except incentive bonus), off-duty and on-duty disability benefits, bereavement leave, leaves of absence, court expenses and tuition reimbursement.
- b. In any instance where an applicable benefit contained in the Police Contract requires the approval of or is subject to the discretion of, the Chief of Police, such benefit shall be subject to the approval and/or discretion of the Township Manager.

- c. There shall be no entitlement to longevity pay, holiday pay, education pay, acting-in-rank pay, overtime pay, clothing allowance or any other benefit in the Police Contract not specifically references herein, nor shall there exist any right to invoke the grievance and arbitration procedure set forth in the Police Contract.
- d. Any and all references to the Police Contract and Bargaining Unit are for convenience only and are not intended to suggest that the position of Chief of Police is covered by any such labor agreement or otherwise a member of the Bargaining Unit.
- e. All other terms and conditions of employment that are not specifically addressed herein, either directly or by reference to the Police Contract, shall be governed by the Montgomery Township Employee Handbook, as it may be amended from time to time at the Township's sole discretion.

**TOWNSHIP VEHICLE:** You may use a Township-issued automobile for business travel to and from the Township building and other business-related travel. Personal use of the vehicle shall be *de minimis* in nature. So long as take-home vehicle approval from the Board continues, the Township shall pay the liability, property damage, and comprehensive insurance on said vehicle, including any repairs thereto, as well as any maintenance required on said vehicle. It is understood that the vehicle shall at all times remain the property of the Township and shall be relinquished to the Township upon request by the Board or Township Manager.

**JOB TENURE:** It is understood that your job tenure rights shall continue to be governed by the Police Tenure Act, 53 P.S. § 811 et seq.

**RESIGNATION:** You acknowledge that you understand the Township has offered you the promotion to Chief of Police with the reasonable expectation that you will not actively pursue employment elsewhere. However, in the event that you exercise your right to resign from your position with the Township of your own accord, including to become employed elsewhere, you agree to provide the Board at least 60 days prior written notice.

During this 60-day notice period, you agree that you shall, upon request, diligently assist the Township in identifying and selecting a suitable replacement. You further agree to provide training and transitional support to the fullest extent possible following any notice of resignation and prior to your final separation date.

Any notice required by you in conjunction with normal retirement, vesting of pension benefits or entering DROP shall be governed by the Township's Police Pension Plan documents.

**SEVERANCE:**

If the Township terminates your employment involuntarily, upon your execution of a release satisfactory to the Township of all employment-related claims against the Township and its elected and/or appointed commissioners, elected and/or appointed officials, officers, employees, attorneys, insurers, representatives, successors and assigns (including but not limited to claims under the Police Tenure Act), the Township shall provide you with severance pay in an amount equal to one (1) week of pay for each full year of employment with the Township, less any applicable taxes and withholdings ("Severance Pay.")

If you voluntarily resign from your position, you will not be eligible to receive Severance Pay.

**ENTIRETY OF BENEFITS:** No other benefits or compensation shall be provided beyond what is described or specifically referenced in this memorandum.

**EFFECTIVE DATE AND TERM:** All changes to your current terms and conditions of employment will be effective October 29, 2024. You acknowledge that, as the governing authority of the Township, the Board retains the ability and discretion to review and modify your terms and conditions of employment on an annual or other basis as it deems appropriate in its sole discretion.

**I HEREBY ACCEPT THE APPOINTMENT TO THE POSITION OF CHIEF OF POLICE UNDER THE TERMS AND CONDITIONS DETAILED ABOVE.**

William R Peoples      10/23/2024  
WILLIAM PEOPLES      DATE

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**  
Item #16

---

---

**SUBJECT:** New Business – Department Reports  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:**  
**INITIATED BY:** Candyce Fluehr Chimera, Chairwoman

---

---

**BACKGROUND:**

The Township staff has prepared reports for the month of September. If there are any questions, the Department Directors will be available to answer them at the public meeting.

Additionally, this is an opportunity for staff to bring items or issues to the Board of Supervisors of interest or for which they need input or direction.

Tonight, Chief Wiegman and Ms. McCreary will discuss the future direction of Fire Services in Montgomery Township.

## Introduction

According to the US Fire Administration, volunteers account for 96.8 percent of firefighters in Pennsylvania, compared to the national average of 70.2 percent. Since the 1970s, Pennsylvania's number of volunteer firefighters has dropped from 360,000 to fewer than 37,715 per the PA Senate Resolution 6 Report in 2018. This number includes career personnel, excluding the cities of Allentown, Pittsburgh, and Philadelphia, fire police officers, and members who do not serve actively on the scene. The SR 6 Commission stated that *it is the consensus of the Commission that a public safety crisis is unfolding due to the continuing decline in the ranks of our emergency services volunteers.*

Several reasons exist for the vast drop in volunteer firefighters over the last several decades. Some of the reasons include:

- Nature of the Job
- Work/Life Balance
- Training Requirements
- National decline in Volunteerism
- Lack of legacy and generational family involvement
- Businesses no longer allow employees to leave work
- Increase in the number of incidents, including EMS
- Decrease in the number of structure fires
- Bedroom communities, transplants, lack of community connection

The Montgomery Township Department of Fire Services continues to experience the impact of this nationwide lack of volunteer firefighters despite several efforts over the years focused on the recruitment and retention of volunteer firefighters and fire police officers. These recruitment and retention initiatives have included:

- Local tax rebate incentive
- Membership to the Montgomery Township CRC
- FEMA SAFER grants
- Night and Holiday Stipend Program
- Advanced technology and equipment
- New apparatus and facilities
- Uniforms
- Physicals and Member Wellness
- Recruitment and Retention events and activities
- Investment in member and department safety
- Explorer Program with Scouting

Several barriers to recruitment and retention are specific to Montgomery Township and similar communities. These barriers include:

- Work/life balance & free time
- Lack of community connection

- Housing market
  - First time home buyers
  - Demographics of home buyers that are new to Montgomery Township
- Legacy families
- Nature of job, incidents, and number of incidents
- Dual-income homes
- Demographics of community members
- Traffic and location of stations
- Loss of members to be career firefighters in other locations
- Attrition due to age, change of life, and moving out of Montgomery Township

Montgomery Township Department of Fire Services was founded as a combination fire department in 2002. The department is proud to be a combination fire department. In the beginning, the career staff functioned to support the volunteers. This has changed over the past two decades. The lack of volunteers has forced the department members to do more with less. This change has transitioned the department to a career department that volunteer firefighters and fire police officers support. The career staff has assumed many more roles and responsibilities as the number of volunteers continues to decline. The career staff is currently responsible for most of the department's operations, including but not limited to ordering and inventory of equipment, the operational readiness of equipment and apparatus, facilities, self-contained breathing apparatus, turnout gear, fire prevention, community risk reduction activities, and overall support of the volunteers. The goal of the Department Leadership is to have the career staff shoulder most of the operational responsibilities to allow the volunteers to focus on responding to incidents, participating in training, and managing the FDMT and the FDMT Relief Association.

The department has also increased the services offered to Montgomery Township over the past five years. The department has expanded from traditional fire rescue services to an all-hazards agency. The department has invested time and money into training staff and purchasing equipment in several disciplines to provide the best possible customer service to the citizens, business owners, and visitors to Montgomery Township. These services include community risk reduction and fire prevention activities, technical rescue, fire investigations, QRS, public safety drones, hazardous materials response, and emergency management. The department has increased service delivery and the ability to provide effective and competent services across various disciplines. The department continues to grow and refine its skills and abilities. The members of the combination department are committed to providing timely and effective interventions and resolutions with a customer-first philosophy. The department desires to expand the services provided across all days of the week and time of day.

### **Fire Department of Montgomery Township Membership**

The Fire Department of Montgomery Township currently has 69 members. The department's volunteer membership includes 44 firefighters, 18 fire police officers, and seven administrative members. 26 of the 44 firefighters reside in Montgomery Township, and 17 of these township residents have their Proboard 1001 National Firefighter 1 Certification. In all, 33 of the 44 firefighters have obtained National Certifications as a firefighter, a departmental requirement for interior firefighters. The department has had a net gain of 4 new firefighters since January 2022.

The department currently has 11 members who meet departmental requirements for activity and are certified to FF1. 8 of these 11 active members reside in Montgomery Township. As of this writing, the department has three new probation firefighters enrolled in the Firefighter 1 Academy at the Bucks County Public Safety Training Center.

1/1/22-6/1/24	Firefighter	Fire Police	JR FF
In	19	4	6
Out	15	4	7
Net Total	4	0	-1
<b>Active Members with FF 1 Cert.</b>		<b>11</b>	
<b>Active Members FF1 &amp; Mont Twp.</b>		<b>8</b>	

### Response Data

Department response data was collected and analyzed from 1/1/2023 to 7/31/2024. The response data measured the arrival time of the first engine and the number of certified firefighters who responded to the incident. This data was compared across shifts and days of the week. The data did not include QRS responses, officer-only calls, cover assignments, and mutual aid responses to non-adjacent municipalities.

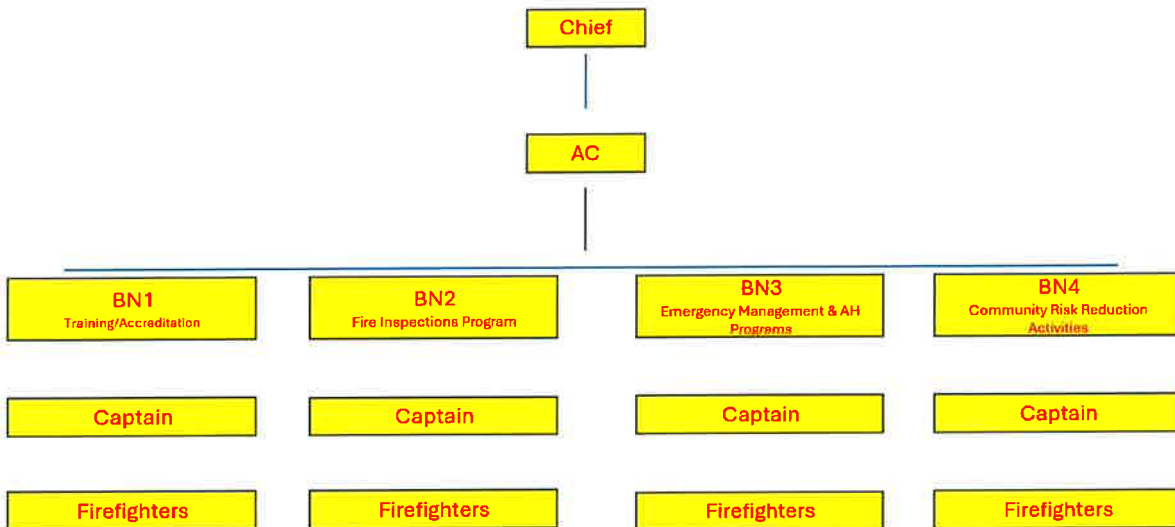
1 <sup>st</sup> Engine Arrival	Montgomery Twp	All Calls	Level 1001 Cert.
Combination	04:36	05:17	6.81
Volunteer	08:50	09:06	7.82
Stipend	07:06	07:30	6.41
Average	06:29	06:47	7.13
<b>Difference between Combination &amp; Volunteer</b>		<b>04:14 (response time in Montgomery Twp.)</b>	

The data indicates that increased response times and a decrease in certified personnel occur most often on weekends and weekdays between 05:30 a.m. and 07:00 a.m. There were several incidents during this timeframe where the department had limited response or did not respond unless the career staff were in the station awaiting the start of their shift. The department complies with NFPA 1720 regarding the on-scene time of the first arriving apparatus. NFPA 1720 allows for a nine-minute response time for combination departments in urban areas. The department utilizes mutual aid companies to achieve the NFPA recommendation for 15 qualified firefighters to respond to an incident.

Year	Number of Incidents
2022	763
2023	789
2024	840 (estimate based on 70 calls a month)

## Career Staffing

There are various ways and shifts to increase career staffing and provide 24/7/365 coverage for Montgomery Township. The optimal staffing and shifts for Montgomery Township would be four platoons of five members that work a 24-hour, 72-hour off rotation. The platoons would consist of 1 Battalion Chief, 1 Captain, and 3 Firefighters. This would allow an Incident Commander to handle all incidents in Montgomery Township.



The Battalion Chiefs would be responsible for shift supervision and additional tasks, including Emergency Management, Fire Inspection Program, Community Risk Reduction Activities, Training & Accreditation, and All-Hazards Programs, including QRS, Technical Rescue, and Drones. These additional tasks will be split amongst the Battalion Chiefs. The Battalion Chief will also serve as the Fire Investigator during their shifts. They may call in additional Fire Investigators depending on the incident. The Battalion Chiefs will report to the career Assistant Fire Chief.

The captains will supervise the crew operating in hazardous environments. They will be responsible for the firefighters on their shifts. Captains will also be responsible for operational readiness and supporting the department's daily operations. These responsibilities include inventory, ordering of equipment, self-contained breathing apparatus, engineering, facilities, EMS Quick Response Service, entering incident and training reports into Fire RMS, and all other tasks assigned by the Battalion Chief.

Part-time firefighters will still need to fill shifts when members are at training, sick, or on vacation. The goal of the department is to keep four firefighters on an Engine. This can be achieved by using part-time firefighters to assist with open shifts. Battalion Chiefs will also be able to fill open positions on the engine during the shift. The department will bring staff in to cover shifts on overtime once all other options have been exhausted to fill the open shift. The department may want to explore having six members on a shift to allow for training, vacations, and sick days. This extra firefighter will ensure that there are always four firefighters on the engine.



Using part-timers would be a short-term solution to ensure that there are always four firefighters on an Engine. The department's long-term vision is to have full-time staff with a supplement of volunteer firefighters. Part-time firefighters lack the cohesion and engagement needed to operate and function within the department's daily operations. They fill the role of a firefighter, but they cannot assist with the full-time staff's many tasks and functions in maintaining operational readiness and engaging in community risk reduction activities.

The department will continue to operate as a premier combination fire department. The volunteers of FDMT will continue to respond to incidents, participate in training, and engage in the day-to-day operations of the FDMT and FDMT RA. The career staff will continue to support the volunteers of our department by creating daily training opportunities and splitting crews when needed to allow for the staffing of apparatus by volunteers and career members. Volunteers will continue to be an integral part of the fabric of the department.

### **Fire Battalions**

The career staff will continue to operate from the Battalion 1 firehouse. Modifications will need to be made to the office area to allow dedicated cubicles for the Battalion Chiefs and Captains. The firefighters will not have dedicated spaces. Firefighters will share Microsoft Surfaces between platoons so that inspections and work can be completed. The department may need to invest in portable TOG racks to support the needs of the additional staff. There is not enough room in the Battalion to allow lockers for all staff. Members must bring their uniforms and bedding when they report for the shift.

A new station or an addition to Battalion 1 should be considered. The current station is not sustainable and will not support the department's long-term daily operations. The most advantageous plan would be for a new station to be built in the center of Montgomery Township. This new station would meet all the requirements of NFPA and would be built in a centralized location to allow volunteers to respond to the station for fire incidents. The department should consider creating a public safety campus with MTPD and VMSC. The new station should allow staffing needs, training, meetings, storage of gear and equipment, and community interactions. The township should consider the construction of basketball and pickleball courts adjacent to the firehouse, which would allow for community interaction and the recruitment of volunteer firefighters.

Horsham Road and Upper State Road would be the preferred area for a new fire station. This location would allow accessibility to major road arteries in the Township. It would also allow volunteers to respond to the station for emergency incidents while avoiding the congestion on Route 309. Most FDMT volunteers reside in the Montgomery Orchards, Montgomery Greene, and Canterbury neighborhoods. The current location of Battalion 1 does not allow for the timely arrival of volunteers responding from home. Battalion 2 is a better station for volunteers to respond from home; however, this station is not designed to house the career staff.

Consideration could also be given to an addition to Battalion 1. There is adequate room and property to build both horizontally and vertically. Battalion 1 is in a good location for emergency response. However, it is not the ideal station for volunteers who respond from home. The station is also not walkable or a traditional community firehouse. The department could entertain the idea of

building sports courts near the firehouse to attract community members to visit the firehouse and recruit volunteer firefighters.

<b>Municipality</b>	<b>Cost of New Fire Station</b>
Northampton Station 3	20 million
Northampton Station 73	12 million
Vineland Fire Department	23 million
Upper Providence	9.5 million
Trappe Fire Company	8 million

### **Career Staff Onboarding & Salaries**

The department must hire several new employees to meet the optimal staffing plan of 4 platoons. The department has seven full-time staff members, including a chief, assistant chief, captain, and four firefighters. The department would have to hire 15 new full-time staff. The department must hire or promote four battalion chiefs, three captains, and eight firefighters. Consideration would be given to promoting and hiring within the department, including current career members, part-time firefighters, and volunteers. The department would need to conduct an onboarding daytime fire academy-type program to ensure that all employees meet the standard hiring requirements.

Start-up costs for staff hiring will be involved. These costs include uniforms, TOG, specialty rescue equipment, radio equipment, and training. The minimal cost per new employee is approximately \$25,000.00 per firefighter. The cost of onboarding, including the rental of TOG, cubicle upgrades, technology, and the firefighter academy, will be estimated at \$375,000.00 to \$415,000.00.

<b>GL Account</b>	<b>Description</b>	<b>Per Person</b>	<b>15 New Employees</b>
03-411-210 Office			
	General Office	\$2,000.00	\$2,000.00
03-411-221 FF Equip			
	Turn Out Gear	\$15,000.00	\$225,000.00
	Rental TOG 1 year	\$1,000.00	\$15,000.00
	Tech Rescue Gear	\$2,000.00	\$30,000.00
	Radios/Pagers/Phones	\$2,000.00	\$30,000.00
		Total	\$300,000.00
03-411-238 Uniforms			
	Uniforms for New Staff	\$3,000.00	\$45,000.00
03-411-420 Dues			
	PA L&I Fire Inspector	\$200.00	\$3,000.00
03-411-460 Training			
	Firefighting Academy	\$20,000.00	\$20,000.00
03-411-480 HR Hiring			
	HR Hiring Expenses	\$10,000.00	\$10,000.00
<b>Operational Total</b>			<b>\$380,000.00</b>
03-311-700 Capital			
	Cubicle for Staff	\$10,000.00	\$10,000.00
	Gear Lockers	\$15,000.00	\$15,000.00

	Staff Lockers	\$5,000.00	\$5,000.00
<b>Capital Total</b>			<b>\$30,000.00</b>
<b>TOTAL BUDGET</b>			<b>\$410,000.00</b>

Staff salaries will be the most significant cost of the Department's operational budget. With a department consisting of 22 full-timers and part-time firefighters, salaries will significantly increase moving forward. The maximum estimated salary as of this writing and the **CURRENT** CBA are as follows.

Position	Number	Salary w/benefits	Salary Combined
Assistant Chief	1	\$162,883.00	\$163,883.00
Battalion Chief	4	\$149,000.00	\$596,000.00
Captain	4	\$143,000.00	\$571,000.00
Firefighter	12	\$132,000.00	\$1,981,000.00
Part-time Firefighters	15	\$27.05 an hour	\$100,000.00
Total	(Including FC and AA)		\$3,752,792.00

The department's current salary cost is \$1,370,000.00. Based on the current CBA, the estimated salary cost of increasing personnel is \$3,800,000.00. The difference between the current cost and the estimated cost with increased personnel is \$2,410,000.00. The Township's current millage is 2.94. The Township's average residential assessment is \$166,432.00. The current residential assessment tax bill is \$489.31. The increase in personnel costs will necessitate a 1.11 tax millage increase, resulting in a residential tax bill of \$674.25. This will be a 38% increase at \$184.94. These costs are calculated using the current CBA. The cost will need to be adjusted once the new CBA is finalized. The adjustment will result in additional personnel costs. These costs only include personnel costs and do not include the entirety of the department's operational budget.

#### Fire Inspection Revenue

2021	\$18,430.00
2022	\$31,325.00
2023	\$38,795.00
2024 (1/01/2024-8/27/2024)	\$28,915.00

#### Summary

The department continues to feel the impact of the national trend of a decrease in volunteer firefighters. Several reasons exist for this decrease, including a lack of community connection, the need for work/life balance, unaffordability of housing, the disappearance of legacy firefighter families, seeking career positions in another area, and the amount of time and training needed to obtain national certification. Township and department leadership has attempted to incentivize the recruitment and retention of volunteers by offering tax rebates, obtaining federal SAFER grants, funding a night duty program, investing in member development and safety, state-of-the-art

facilities, apparatus, and equipment, and managing the operations of the department allowing volunteers to prioritize training and responding to incidents. Department leadership continues to focus efforts on recruiting and retaining volunteers; however, departmental attrition rates are growing and will continue to grow over the next couple of years.

The township and department leadership must consider the future of their fire department. The community's needs continue to grow as the township's infrastructure becomes older. The demographics and landscape of the township are changing with more apartment buildings, congregate care communities, Penn Medicine, and the hopeful redevelopment of the mall property.

Firefighters are asked to respond to ever-changing events in an all-hazards environment. The community expects a competent problem-solver to respond to emergencies and professionally resolve their issues. This requires a well-trained and educated firefighter to arrive quickly. Firefighting has changed over the past decades. Fire burns hotter and faster, the threat of cancer is ever prevalent, community risk reduction is critical to creating a community fire safety culture, and firefighters must be competent in several disciplines. Firefighting continues to be a dangerous profession, where 89 firefighters died in 2023, with 50 being volunteer firefighters. There were 65,650 firefighter injuries in 2022.

The FDMT has had a net gain of four firefighters since January 2022. This minimal gain is despite continual efforts to recruit and retain volunteers. The attrition rates will continue to increase for the FDMT, with members increasing in age, younger members moving away from Montgomery Township, and fewer residents willing to volunteer. As of this writing, the FDMT does have three new probation members attending the Fire Academy with an anticipated graduation date of late fall 2024. It can take approximately one year to get a new volunteer without any prior experience up to the level of training to be a qualified interior firefighter, depending on the fire academy class schedule.

Response data indicates a difference of 4 minutes and 14 seconds in the arrival of a fire engine between career shifts and volunteer shifts in Montgomery Township. Response times are below NFPA 1720 recommended best practices. Volunteer response times are within 10 seconds of NFPA's allowed response times. The data also indicates that the department struggles with response times and staffing during the early morning and weekend hours.

The optimal plan would be for the Township to employ career firefighters 24/7/365, supported by volunteers. The career firefighters would work 24-hour shifts with 72 hours between shifts. This rotation would require four platoons of five people. The platoons include a Battalion Chief, a Captain, and three firefighters. Part-time firefighters would be needed to fill shifts for time off and training. Township and department leadership would need to strongly consider a new fire station or an addition to the Battalion 1 firehouse to support and sustain the operations of full-time staffing.

The department would consider hiring existing part-time firefighters and volunteers of the FDMT for the newly created career positions. The department may need to run a daytime fire academy to ensure that all new employees meet the established requirements for career firefighters. The department will ensure all new employees have passed the cognitive and psychomotor testing protocols for hiring new career firefighters. There is concern that the application pool is decreasing

due to the area fire departments hiring career firefighters. Several local fire departments are hiring or hiring soon, and fire departments are competing for the same candidates.

Increasing the full-time staff will necessitate building a new fire station or adding to the Battalion 1 firehouse. The current fire station is at its maximum capacity, and adding new staff will require more employee space. A new fire station in a centralized location should be considered. This latest fire station will allow the sale of the two existing fire stations. An addition to Battalion 1 will be necessary if a new fire station is not feasible. The department will make the current station work in the short term; however, the station is not sustainable for the long-term needs of the department.

The onboarding of new firefighters will have high startup costs, which will have a one-time impact on the department's operational budget. The estimated price is approximately \$400,000.00. The long-term effects on the operational budget will be staff salaries and the yearly costs of maintaining a full-time combination fire department. A tax increase will be needed for the additional staffing and new work schedule. The finance department determined that a 1.11 tax mill increase would be needed to fund the cost of the new personnel. This increase would raise taxes by 38%, resulting in a new residential tax bill of \$674.25, an additional \$184.94 over the current residential tax bill. Township leadership should consider a fire tax, allowing the fire department to have a dedicated tax mill to support its operations.

Township and departmental leadership must prepare for a continual decrease in volunteer staffing levels and increase response times for the first arriving engine during volunteer hours. The department has invested significant time, effort, and money in recruiting and retaining volunteers with minimal gains. The department is in an excellent position to transition to a full combination department while maintaining its volunteer personnel. The Township has the personnel to make this transition and provide Montgomery Township with a premier combination fire department that is community-focused and operates efficiently in an all-hazard environment.

**ADMINISTRATION REPORT**  
**September 2024**

**Administrative Matters (Township Manager)**

- Met Department Heads and direct reports individually to discuss operations and outstanding issues.
- Met with Fire Chief, Supervisor Ware and representatives of the North Penn School District to discuss the volunteer firefighter tax incentive program.
- Met with consultant regarding the Township's 457 plan, which employees may contribute to.
- Met with Public Works Director and planning consultant to discuss improvements to the Autumn Woods tot lot.
- Attended the APMM Conference Planning Committee meeting in Lancaster.
- Attended the Chamber of Commerce Executive Committee meeting and Government Affairs Committee meeting (Chair).
- Met with Master Yang to discuss a proposed concert in November at the Korean War Memorial America Korea Alliance Peace Park.
- Participated in a virtual meeting for the ICMA conference evaluation committee members.
- Met with the CRC Director and the engineering consultant to discuss the replacement of the gymnasium floor and its scheduling.
- Attended the Delaware Valley Workers Compensation Trust annual meeting (virtually).
- Participated in the Fellowship Park inspection with the representative of DCNR to release grant funds.
- Attended staff and consultants meeting with representatives of Penn Medicine regarding project.
- Met with representatives of the IAFF to discuss new collective bargaining agreement.
- Participated in virtual meetings of the Wissahickon Stormwater Management and Technical Subcommittees, serving as Co-Chair.
- Held individual preliminary capital and operational budget meetings with Dept. Heads.
- Attended a virtual meeting with PennDOT regarding their recommendation for the installation of flashing yellow arrows at various intersections.
- Participated in a virtual meeting with Delaware Valley Regional Finance Authority regarding 2021 bond issuance.
- Met virtually with the Co-Chair of Wissahickon Management Committee to discuss status of the improvement plan.
- Participated in a virtual meeting with Airport Square Associates regarding easements needed for Village of Windsor public improvements.
- Interviewed candidates for the vacant Finance Director position.
- Attended monthly VMSC Board meeting as member of the Board.
- Held an agenda preparation meeting with Department Heads.
- Held separate meetings with the Engineer, Traffic Engineer, and Solicitor to discuss ongoing matters.
- Attended the ICMA annual conference in Pittsburgh.

## **Public Information**

- Ongoing communication with Township residents, businesses, and staff utilizing the various communication channels.
- Promotion of Recreation & Community events and programs.
- Documented Chief J. Scott Bendig's final shift
- Worked on social media plans and a new resident guide.
- Began filming and discussions for upcoming police recruitment video.
- Worked with Fire Chief to update Emergency Operations Plan format
- Coordinated and attended regional Public Information Symposium about Crisis Communications and Communication Planning at the Montgomery Township Community & Recreation Center.
- Attended Autumn Festival Staff Meeting
- Attended BDP meeting

## **Human Resources**

- Posted Finance Director position
- Researched various organizations and outlets to post Finance Director position
- Attended the monthly Safety Committee meeting
- Scheduled and monitored the 3<sup>rd</sup> quarter random drug test
- Organized and facilitated the 3<sup>rd</sup> Lunch & Learn
- Met with an employee about the tuition reimbursement policy
- Met with Tyler to review and evaluate the Applicant Tracking Software
- Met with Department Heads to discuss a personnel matter
- Prepared separation paperwork for employee
- Coordinated and facilitated the Flu Shot Clinic
- Met with a financial consulting company
- Scheduled three Finance Director interviews
- Participated in Finance Director interviews
- Conducted onboarding for new public works employee
- Completed maintenance for employees in the DVHT portal for health benefits

# Community and Recreation Center Report

## September 2024

September 2024 once again marks the beginning of our “busy indoor season” at the Montgomery Township Community Recreation Center (CRC). Program registration for various activities was excellent. Memberships (new and renewal) were extremely encouraging.

*Below is a highlighted roster of various activities/events, both new and returning, presented during September 2024:*

- Homeschooled Heros Gym Class for elementary children on Wednesdays.
- Group exercise sessions that include Pilates/Barre, Yoyalates, Spinning, Yoga, Stretch & Strengthen, Dance Party, Zumba Toning, Piyo, Tabata, and Hiit
- Back to School Picnic -for elementary school families took place on September 13<sup>th</sup>.
- Coloring with a Firefighter – September 4<sup>th</sup>
- Line Dancing - Monday evenings throughout September and October
- Indoor Arena Flag football took place on Monday evenings.
- Minds in motion Robotics on Tuesdays.
- Badminton on Tuesdays, Saturdays, and Sundays
- Pickleball thrives on weekdays and Sundays. Saturday is a “day of rest” from the sport.
- Paint parties for all ages were presented on September 6<sup>th</sup> and 8<sup>th</sup>.
- Spanish classes for children are held on Wednesday afternoons.
- Messy Art classes were held on Tuesday mornings.
- Senior monthly trivia was held on September 18<sup>th</sup>. Another “sellout was recorded.”
- Perna School of Dance returned on Sunday September 9<sup>th</sup> for another season of instruction.
- Red Cross CPR Class of five convened September 10<sup>th</sup>.
- Soccer Shots Instruction (youth soccer for 6 and under)occurred on Fridays, Saturdays, and Sundays on the front lawn.
- Skills and drills Clinics involving soccer, baseball, and basketball on Thursday afternoons.
- Our Adult Basketball League began play on Wednesday September 4<sup>th</sup>. evenings.
- Skills and drills Clinics involving soccer, baseball, and basketball on Thursday afternoons.
- Silver Sneakers Classes weekday fitness classes offerings included Stability, Cardio Circuit, and Classic.
- \*\*\*\*\* Special Recognition of a Silver Sneakers Member  
Longtime patron of the CRC, 93-year-old Jane Hoover was recognized as a top 10 Finalist for the 2024 National Silver Sneaker Member of the Year Award . She was treated to an award *ceremony* and a party in the CRC Community Room on September 22<sup>nd</sup>. The crowd exceeded 75 people.



**Physical Facility Update:**

- Semi-Annual carpet cleaning took place on September 7th.
- The spray pad and outside bathrooms were prepared for the wintry weather season.
- All HVAC units were serviced the week of September 16<sup>th</sup> in preparation for the winter heating season.
- Our fire suppression system and monitoring equipment were inspected on September 17<sup>th</sup>.

The entire CRC staff is looking forward to the remainder of fall 2024. Autumn Festival 2024 is just around the corner. Montgomery Township's Marquee Community Event will take place Saturday October 19<sup>th</sup> from Noon to 5:00pm within Windlestrae Park.

Floyd S. Shaffer, Community Recreation Center Director

**DEPARTMENT of FIRE SERVICES  
OCTOBER 2024  
MONTHLY ACTIVITY REPORT**

During September, the Department of Fire Services performed the following activities:

**ADMINISTRATIVE**

Meetings attended during September:

- DFS Staff Meetings & Individual Meetings with Staff
- Department Heads' Meetings with Township Manager
- Township Staff and Departments
- Township Board of Supervisors
- Officers and Members of FDMT & FDMT Relief
- FDMT, FDMT RA, and FDMT Safety Committee monthly meetings
- NPSD Superintendent & Finance Director for Tax Incentive Program
- Township Safety Committee
- Scoogie Events for Thanksgiving Turkey Trot
- American Red Cross Sound the Alarm Team
- Staff Meeting with COSTCO Team
- Township Staff End of Summer Celebration
- 9/11 Memorial Ceremony at MTPD with Neshaminy Falls
- MMR EOP Review
- DVIT Lunch and Learn
- Code Enforcement Officials and Fire Marshals from outside Municipalities
- FDMT Relief Leadership Team for new By-Laws
- Green Tec Restoration Lunch and Learn
- Township Public Safety Committee Meeting
- La Salle University Guest Speaker
- JL Freed EOP Discussion
- Township EV Ordinance Discussion
- Chief Bendig's Luncheon & Last Shift
- Confined Space Rescue Refresher with Public Works

**COMMUNITY EVENTS & CRR**

- 09/04/2024, Coloring with the Firefighters at the MT CRC
- 09/05/2024, Sellersville Art Show, Fire Police
- 09/06/2024, Upper Gwynedd Carnival, Fire Police
- 09/07/2024, Upper Gwynedd Carnival, Fire Police
- 09/11/2024, Memorial Ceremony with MTPD at Neshaminy Falls
- 09/21/2024, ARC Sound the Alarm Event
- 09/22/2024, Dignitary Visit to Doylestown
- 09/23/2024, Staff Fire Safety Training on Park Drive
- 09/28/2024, Villari's Kick-A-Thon
- 09/28/2024, Heroes' 5K Run and BBQ, Fire Police

## **FIRE MARSHAL'S OFFICE**

### **Inspections:**

- Life Safety Fire Inspections/Re-inspections - 129
- Closed Out Life Safety Inspections- 33
- Smoke Detectors Installations- 12
- Knox Box Updates/Installs- 02
- Certificate of Occupancy Inspections- 04
- Staff Training- 01

### **Plans Review Update:**

- Penn Medicine Building
- Raising's Cane Chicken
- Chase Bank
- Taco Bell
- Village of Windsor
- Costco
- Village Tavern Apartment Project
- Montgomeryville Mitsubishi
- Lloyd Industries Expansion
- Quick Lube of Carolina
- Panera Bread at Airport Square
- Worldwide Stereo Parking Expansion
- Holly Road Subdivision
- Keystone Fellowship Church Expansion
- McKee Group Apartment Building
- 1819 North Line Street

## **DEPARTMENTAL TRAINING**

The following training occurred during September for the Department:

There were 20 classes (249 staff attended) and 374.30 training hours (1000 staff training hours).

### **Department Hosted Training**

- Driver Training
- Fire Police
- Air Management
- Apparatus Familiarization
- Confined Space Rescue Refresher
- EVOC
- Forcible Entry
- Tower Ladder Operations with Chief Eysser of FDNY
- Search and Rescue
- Pump Training

### **Department Attended Training**

- ProBoard Driver/Operator Pumper
- ProBoard Firefighter 1
- ProBoard Fire Inspector 1
- ProBoard Fire Instructor 1
- ProBoard Fire Officer 2

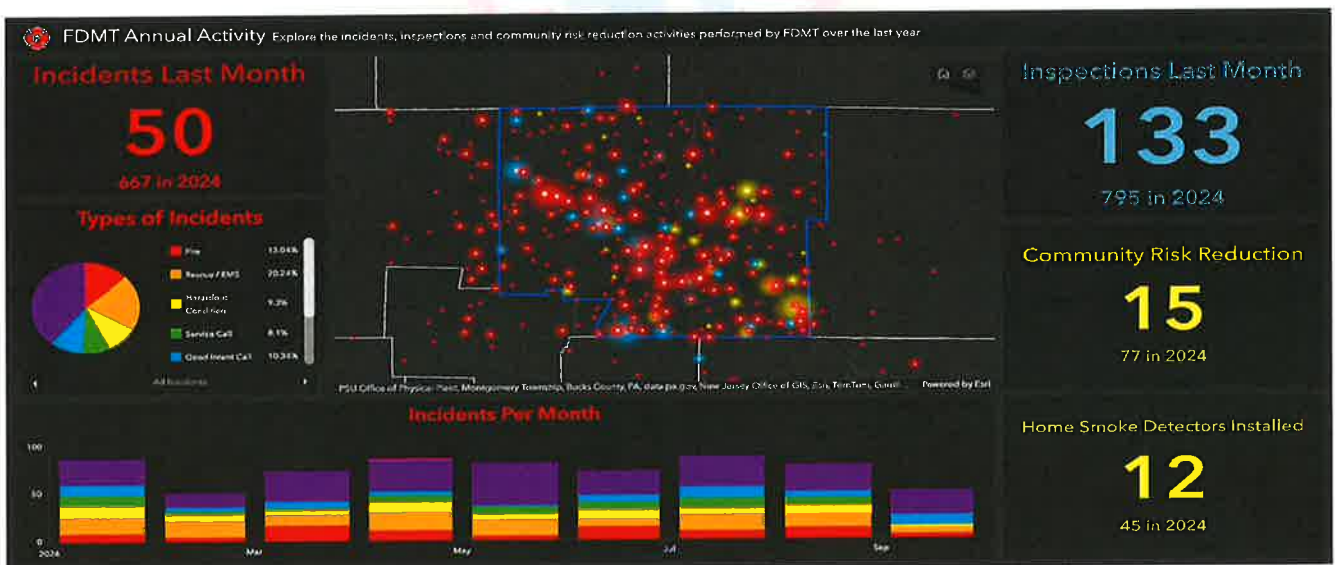
- Fire Investigation Fire Death/Fatality
- Midnight Run Drills
- FEMA & NFA
- DVIT Penn State Leadership Training
- Structural Burn Session at Montgomery County Fire Academy

### DEPARTMENTAL OPERATIONS

- The department partnered with the American Red Cross for a Sound the Alarm Event in Neshaminy Falls. The teams installed 226 smoke alarms in 100 homes, serving 146 township residents.
- The department hosted a Tower Ladder Operations with FDNY Chief Chris Eysser.
- The department cooked lunch for the Township Staff End of Summer Celebration.
- The department conducted an Emergency Operations Plan Review, First Aid, CPR, & AED Certification Training, and Fire Safety Video production for MMR Staff.
- The department applied for OSFC grants for battery-operated rescue equipment for the new Squad 18.
- The department completed truck inventories of all apparatus at Battalion 1.
- The department participated in a live structural burn session at the Montgomery County Fire Academy.
- The department has purchased two new thermal imaging cameras for Squad and Tower 18.
- FDMT voted in Junior Firefighter Jayden DiDomizio as a Probationary Member

### OFFICE OF EMERGENCY MANAGEMENT & COMMUNITY RISK REDUCTION

- Staff are continuing to develop the Township's Continuity of Operations Plan. Staff are working to refine the Township's Communication Plan and EOC Operations.
- The department is working with GIS to create Internal Dashboards for Emergency Management.
- The department is in the process of updating the Township's Emergency Operations Plan.
- Township leadership will participate in upcoming Emergency Management and NIMS/ICS training.





Custom v Sep 1, 2024 - Sep 30, 2024 v

86%

FIRE  
Percentage of Total Incidents

14%

EMS  
Percentage of Total Incidents

50

INCIDENTS  
In Selected Time Slice

30

DAYS  
In Selected Time Slice



	Counts	% Rows	% Columns	% All											
Week Ending	9/1/24	9/8/24	9/15/24	9/22/24	9/29/24	10/6/24	10/13/24	10/20/24	10/27/24	11/3/24	11/10/24	11/17/24	11/24/24	Total	
(13) Mobile property (vehicle) fire					2									2	
(14) Natural vegetation fire		2												2	
(15) Outside rubbish fire			1											1	
(31) Medical assist	1	1	1	3										6	
(32) Emergency medical service (EMS) incident					1									1	
(41) Combustible/f... spills & leaks				1										1	
(44) Electrical wiring/equipm. problem		1												1	
(61) Dispatched and canceled en route		3	2		4	1								10	
(65) Steam, other gas mistaken for smoke					1									1	
(70) False alarm and false call, other		2	2	1	1									6	
(73) System or detector malfunction		2	1		3									6	
(74) Unintentional system/detect... operation (no fire)		1	4	1	5	2								13	
Total	1	12	11	6	17	3								50	

Filter Statement

7061 Days in Alarm Date/Time 01/24 to 03/24 Is Locked true

Incident Type

Incident Type	# of Incidents			Grand Total
	Combination	Stipend	Volunteer	
Alarm system activation, no fire - unintentional	3		5	8
Brush or brush-and-grass mixture fire	2			2
CO detector activation due to malfunction	1	1	1	3
Carbon monoxide detector activation, no CO	3			3
Detector activation, no fire - unintentional	1			1
Dispatched & canceled en route	2	2	6	10
Dumpster or other outside trash receptacle fire			1	1
Electrical wiring/equipment problem, other		1		1
False alarm or false call, other	3		1	6
Gasoline or other flammable liquid spill			1	1
Medical assist, assist EMS crew	5		1	6
Motor vehicle accident with injuries	1			1
Passenger vehicle fire	1		1	2
Smoke detector activation due to malfunction	1			1
Smoke detector activation, no fire - unintentional	1		1	2
Smoke scare, odor of smoke			1	1
System malfunction, other		2		2
Unintentional transmission of alarm, other	1			1
<b>Grand Total</b>	<b>25</b>	<b>0</b>	<b>19</b>	<b>50</b>

Average Response Time

Unit Name	Average Response Time Alarm To Arrival		
	Combination	Stipend	Volunteer
AC18	03m:19s		06m:26s
AC18-1		07m:03s	05m:12s
BC18			07m:08s
CH18	02m:13s		03m:21s
DC18		06m:38s	04m:20s
E18			05m:58s
LT18-1			
POV	03m:11s		04m:41s
SD18	04m:00s	06m:46s	03m:04s
SD18-1		04m:19s	05m:17s
SS18	03m:47s		
SS18-1	04m:23s		04m:39s
STA18A	04m:23s	08m:25s	05m:36s
STA18B	04m:23s	07m:55s	05m:24s
TR18	03m:58s	05m:37s	05m:01s
TW18			05m:05s
U18			

Average Personnel Response

Combination	Average Personnel Response		
	Stipend	Volunteer	Grand Total
	7.63	6	11.47
			3.92

Automatic & Mutual Aid

Aid Given Or Received	# of unique Incident Number
Automatic aid given	10
Mutual aid given	5
Mutual aid received	1
None	34
<b># of unique Incident Number</b>	<b>50</b>

Filter Settings

Filter: Days in Alarm DateTime 1/1/2016 00:00:00 Is Locked true

Department Overall Response Times

Average Response Time Alarm To Arrival

Combination	Suspend	Volunteer
00h:05m:01s	00h:07m:01s	00h:05m:34s

Department Average Response Time

Average Response Time Alarm To Arrival

0h:4m:50s

**DEPARTMENT OF PLANNING & ZONING**  
**September 2024**

---

<b>Permits Submitted – 94</b>	<i>(September 2023 – 105)</i>
<b>YTD Permits Submitted – 911</b>	<i>(2023 YTD – 905)</i>
<b>Permit Fees Collected - \$ 61,272</b>	<i>(September 2023 – \$45,414)</i>
<b>2024 YTD Permit Fees - \$ 577,411</b>	<i>(2023 YTD – \$573,792)</i>
<b>Permits Issued – 90</b>	

**Violations / Complaints Investigated – 26**

**Non-Residential Building Permits Submitted / Under Review:**

*Take 5 Oil Change Facility* – 737 Bethlehem Pike – New Construction  
*Sherwin Williams Paints* – 411 Doylestown Rd – Tenant FitOut  
*Dick’s Sporting Goods* – 1251 Knapp Road – Tenant FitOut  
*Sprouts Farmers Market* – 751 Horsham Road – Tenant FitOut  
*Bob’s Discount Furniture* – 751 Horsham Road – Tenant FitOut  
*Costco* – 740 Upper State Road – Interior Renovations  
*ESW Group* – 103 Park Drive - Install two ADA compliant restrooms in existing space

**Non-Residential Building Permits Issued / Under Construction:**

*Schwartz & Co.* – 595 Bethlehem Pike Bldg 200 - Interior Renovations  
*Chick-Fil-A* – 794 Bethlehem Pike - Second Drive-thru lane and interior alterations – awaiting information requested  
*Vacant Space* – 1251 Knapp Road – Interior Demolition and Shell work (former Gabe’s)  
*Raising Cane’s* – 860 Bethlehem Pike – New Restaurant with Drive-thru, outdoor seating  
*213 Keystone Drive* – Interior office space renovations  
*Bharatiya Temple* – 1612 County Line Road – New Learning Center building  
*Mitzvah Circle Foundation* – 435 Doylestown Rd - Tenant Fit-out / interior alterations  
*Paris Baguette* – 1222 Welsh Road (former Karate space) – new restaurant with outdoor seating.  
*Tous les Jours Bakery* – 981 N. Wales Rd – Tenant Fit-out  
*Lakeside Educational* - 1350 Welsh Rd – Interior Alterations  
*DVM Manufacturing* - 295 Dekalb Pike – Interior Alterations (issued 4/24)  
*Top Pot Korean BBQ and Hot Pot . Nanxiang Express* – Interior Alterations – new restaurant in former Grub Burger Bar & Zoe’s Kitchen spaces (Montgomery Mall)  
*Hot Pot Noodles* – 110 Garden Golf Blvd – Tenant Fit-out

**New Residential Building Permits Submitted / Under Review: none**

**Non-Residential Certificates of Occupancy Issued:**

*Seo Locale, LLC* – 601 Bethlehem Pike – digital marketing service



## **Zoning Hearing Board Applications heard: 2**

**1. Application #24080001 – Staugaitis / 21 Douglass Road** – The applicants own and reside in the single family detached home located at 21 Douglass Road. The applicants propose to install a roof over a portion of a deck 10 feet from the rear property line where a minimum of 30 feet is required. The applicants seek a variance from the provisions of Section 230-33D(1) of the Code of Montgomery Township. *Granted*

**2. Application #24080002 – Dani Bungee, LLC / 168 Montgomery Mall (804 Bethlehem Pike)** – The applicant proposes to operate a battery powered bumper car amusement ride within a former inline retail space in the Montgomery Mall. The applicant seeks a use variance from the provisions of Section 230-94A of the Code of Montgomery Township to operate an indoor amusement within the RS – Regional Shopping Center District. *Granted with conditions*

## **Other Planning Department Projects:**

***Scanning (Scantek / Laserfiche)*** – All property files upstairs have been scanned and formatted into individual property folders. Basement property files have been picked up for scanning. Currently scanning in-house all new documents, forms, permits to link to the electronic property file. The department continues to clean out files and Land Development files prepping for scanning (removing duplicates and unnecessary paperwork). ZHB files have been scanned. First 80 boxes of Land Development files in the basement have been picked up for scanning. The department has leased a large plan scanner for in-house future scans, copies, and right to know requests.

***Tyler Software / EP&L*** - The gathering of information for the Permitting, Land Development, and Zoning Hearing Board modules within the software has been completed. Tyler Software will continue to build the program for Land Development and Zoning Hearing Board processes. Permitting, Zoning Hearing Board, and Land Development is currently being tested and updated accordingly. Current permit / certificates have been forwarded to Tyler for creation of forms and reports.

***2024 Community Forestry Workshop*** – This year's workshop has been scheduled for Friday, November 1, 2024. The agenda is finalized applications and credit approvals for attendees for ISA, PCH, and PA Pesticide have been obtained.

## LAND DEVELOPMENT

PROJECT NAME	#	LOCATION	APP. DATE	MTPC	STATUS	
Higher Rock – Phase 1 & 2	694	Bethlehem Pike	12/18/17		Phase 1 Completed Phase 2 Under Construction	Design Center completed. Awaiting revised plans for Office Bldg
Village at Windsor	704	Horsham and North Wales – Vacant Lot	3/22/19		Under Review	Preliminary Approved July 2022
Bharatiya Temple – phase 2	707	County Line Road	8/14/19		Approved with conditions Jan 2022	Under Construction
Westrum Lifestyle Apartments	717	13-17 Bethlehem Pk behind Roadway Inn	12/28/21	3/17/22	BOS Approval 3.28.22	CO Issued Aug 2024
Higher Rock Townhouses	721	Bethlehem Pike	3/30/22	9/15/22	BOS 10/24 agenda	Under Construction
Antonucci 2 lot Subdivision	715	311 Stump Road				Finalizing DEP Sewer Module
Rita's Water Ice	LD-23-002W	752 Horsham Road		X	Reviews completed. Awaiting response	Staff Meeting held 6/1/23. Awaiting Resubmittal
JP Morgan Chase Bank	LD-23-003	773 Bethlehem Pike	4/24/23	3/21/24	Reviews completed 12/27/23, forwarded to applicant	BOS Approved 7/8 Finalizing Land Dev.
Taco Bell	LD-23-004	North Wales Road	4/28/23		PC 6/20/24	BOS Approved 7/8/24
Penn Medicine	LD-23-005 (C-79)	Dekalb Pike	5/4/23		Under Review (resubmittal) due 3/8/24	CU Approval 4/10/23, LD BOS Approval 8/28/23 Finalizing Land Dev.
Atlas Broadband	LD-23-006 C-80	1011 Lansdale Ave	5/5/23 7/28/23		BOS Approved CU 9/26, LD 11/13/23	Under Construction
Raising Canes	LD-23-007	860 Bethlehem Pike	7/21/23	10/23	BOS Approved 10/23/23	Under Construction
Lloyd Industries	LD-23-008	231 Commerce Drive	9/1/2023		Staff Meeting held 1/29/24	Awaiting Resubmittal
Panera Bread	LD-23-009	801 Bethlehem Pike	11/6/23	7/18/24	PC 8/15/24	BOS Approved 9/23/24 Awaiting signed Resolution
Panera Bread	C-24-001	801 Bethlehem Pike	2/29/24	4/18/24		BOS 4/25/24
Chick-Fil-A Drive Thru	LD-23-010	794 Bethlehem Pike	11/10/23		PC 4/18/24	Under Construction
309 Autovest Properties, LP / Mitsubishi	C-81	1011 Bethlehem Pike	10/3/23		BOS Approved 11/27/23	PC 11/16/23 BOS 11/27/23
309 Autovest Properties, LP / Mitsubishi	LD-23-011	1011 Bethlehem Pike	12/27/23	6/20/24	PC 6/20/24	BOS Approved 7/8/24
Quick Lube of Carolina	LDS-24-001	737 Bethlehem Pike	2/7/24	4/18/24	PC 4/18/24	BOS 4/25/24 Finalizing Land Dev. Submitted Building permit for review
Harry Hassan / Village Shopping Center	C-82	511 Stump Road	10/17/23	done	BOS Approved 12/11/23 Awaiting Written Decision	PC 11/16/23 BOS 12/11/23
Harry Hassan / Village Shopping Center	LDS-24-002	511-521 Stump Rd		6/20/24	Awaiting DEP Sewer Approval	BOS Approved 7/8/24
Mitzvah Circle Foundation	LDS-24-003	435 Doylestown Rd	3/13/2024	n/a	n/a	Under Construction
109 Holly Drive	LDS-24-004	Holly Drive	4/25/24	7/18/24		BOS 9/23/24
Line Street	LDS-24-008	1819 N Line Street	6/10/24	11/21		Submitted Amended LD Plan. 2 <sup>nd</sup> Reviews due 10/25/24
Dunleavy Text Amendment	LDS-24-009	1008 Upper State Rd	9/9/24	11/21	BOS Authorize Advertisement 10/28	Reviews Due 10/9/24

# MONTGOMERY TOWNSHIP POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT  
SEPTEMBER 2024



# MONTGOMERY TOWNSHIP POLICE DEPARTMENT



## September Activity Report for 2024

<b>Crime Data:</b>	Total Calls for Service:	2,651
	Total Part I Crimes:	34
	Total Part II Crimes:	112
	Total Criminal Arrests:	72
<b>Crash Data:</b>	Total Crashes:	77
	Reportable Crashes:	17
	Non Reportable Crashes:	60
	Injuries:	8
<b>Traffic Enforcement Activities:</b>	Traffic Stops:	747
	Traffic Citations:	294
	Warning Notices:	5
	Field Contact Cards:	609
	Traffic Complaints Received	38
	Selective Enforcements:	161
<b>Other Police Activities:</b>	Assist Fire Department:	31
	Building Alarms:	76
	Direct Patrols:	356
	Lockouts:	16
	Medical Assistance:	146
	School Walk-Through:	28
	Vacant Home Checks:	8
	Training Hours:	525
<b>Speciality Unit Usage:</b>	Canine Unit:	9
	Mobile Incident Response Team:	0
	Montgomery County SWAT-CR:	0
<b>Personnel Overtime:</b>	Court Overtime:	5
	Highway Grant Overtime:	87.75
	Regular Overtime:	19.5
	Special Duty Overtime	27.5
	Non-Sworn Overtime:	24
	Sworn Comp Time:	55
	Non-Sworn Comp Time:	3

**Montgomery Township Police Department**  
**Monthly Activity Report**  
**September 2024**

---

**COMMENDATIONS:**

On September 17, 2024, a call was received from Stephen Bennett thanking Officer Ricci for his professionalism during a traffic stop.

On September 25, 2024, township resident Michele Emberger sent a thank you card, thanking Officer Scully for the Wellness check visit after Ms. Emberger's sister couldn't get in contact with her.

On September 30, 2024, Rachel Held sent a letter thanking Officer Strauss for his patience and professionalism as well as apologizing for her actions during her arrest.

**EDUCATION:**

On September 3 and 4, 2024, Sergeant Rushin and Officer Seydel attended a CMSWAT Training in Montgomery County, PA.

On September 4, 2024, Detective Sergeant Benner, Sergeant Rushin, Officer Beebe, and Lieutenant Dougherty attended a Range Instructors Training Day in Montgomery Township instructed by Sergeant Davis.

On September 4, 2024, Sergeant Ward, Detective DeJesus, Officer Rose, Officer Long, and Officer Hernandez attended a Range Training Day in Montgomery Township instructed by Sergeant Davis and Detective Sergeant Benner.

On September 9, 10, and 11, 2024, Officer Hernandez attended an FTO Training Officer school hosted by the Penn State Justice and Safety Institute in Breinigsville, PA.

On September 10, 2024, Detective Walter, Officer Deussing, Officer Shearer, Officer Eufrazio, and Officer English attended a Range Training Day in Montgomery Township instructed by Sergeant Davis and Officer Beebe.

On September 11, 2024, Officer Deussing and Officer Long attended a MIRT Training Day in Philadelphia, PA.

On September 11, 2024, Detective DePolo, Officer Thomas, Officer Schreiber, and Officer Orrison attended a Range Training Day in Montgomery Township instructed by Sergeant Davis and Officer Beebe.

**Montgomery Township Police Department**  
**Monthly Activity Report**  
**September 2024**

---

On September 12, 2024, Officer Millevoi and Officer Moran attended a High-Risk Vehicle Stop class at the Bucks County Training Center.

On September 12 and 13, 2024, Officer Bouch attended a Gunfighter Training school in Bethlehem, PA, hosted by Northern Red Training.

On September 17, 18, and 19, 2024, Officer Haber attended a Tactical K-9 Integration, Tracking, Building, and Area training in Upper Southampton, PA.

On September 16, 17, 18, 19, 20, 23, 24, 25, 26, and 27, 2024, Officer Shearer attended Collision Reconstruction Training at the Bucks County Training Center.

On September 17, 2024, Officer Jenkins and Officer Byrne attended a North Penn Crash Team Training regarding County Crash Protocol and the FARO System at the Montgomery County Coroner's Office.

On September 18, 2024, Sergeant Schott, Officer Seydel, Officer Woch, Officer Scully, Officer Rardin, and Officer Poekert attended a Range Training Day in Montgomery Township instructed by Sergeant Davis and Sergeant Rushin.

On September 24, 2024, Officer Seydel attended a DRE Field Certification training in Philadelphia.

On September 24, 25, 26, and 27, 2024, Officer Long attended MIRT training for HAZMAT/WMD Operations and awareness at the Philadelphia SWAT Training area.

On September 25, 2024, Officer Seydel attended a Repel CMSWAT Training in Conshohocken, PA.

On September 25, 2024, Sergeant Wagner, Officer McGuigan, Officer Moran, Officer Millevoi, Officer Bouch, Officer Giordano, and Officer Jenkins attended a Range Training Day in Montgomery Township instructed by Sergeant Davis and Sergeant Rushin.

On September 26 and 27, 2024, Sergeant Ward attended the ICAT Instructor Training at the Montgomery County Public Safety Training Center.

**Montgomery Township Police Department**  
**Monthly Activity Report**  
**September 2024**

---

**NOTED INCIDENTS:**

*The incidents below represent a select portion of the work performed by the men and women of the Montgomery Township Police Department and do not reflect the complete work and efforts for the indicated month.*

On September 1, 2024, officers were alerted by the Automated License Plate Reader that a possible wanted subject was traveling through Montgomery Township in a gray Lexus. Officers on patrol located the vehicle and conducted a traffic stop on the suspect's vehicle in the area of Doylestown Pike and County Line Road. Officers approached the vehicle and made contact with the driver and two passengers. During the investigation, the suspect kept providing false information regarding his identity. For officer safety, the suspect was detained and fingerprinted in an attempt to confirm his identity. The suspect was found to have two active warrants for his arrest, one from LaGrange, Ohio, and another from Washington County Probation for a probation violation. Charges are pending for False Identification to Law Enforcement.

On September 2, 2024, officers responded to a business in the 1100 block of Virginia Drive in Upper Dublin Township to assist their police department with a canine track. Our canine team was requested to assist in searching for a suspect who had fled the area after an attempted burglary. Officers arrived on the scene, and the canine team started tracking the suspect's path of travel into heavy wood lines. With overhead assistance from the Upper Dublin Police Department drone team, the suspect was taken into custody without incident.

On September 7, 2024, officers responded to Bishop Drive for the report of a suspicious incident. The caller was reporting that her parents were plotting to kill her over a lottery ticket. When officers responded to the address, the caller would not answer the door and said she did not want to speak to the police. Officers were called back to the residence a short time later for the same issue, but now it was being reported that the caller had an unloaded firearm. Upon the officer's arrival, they saw the complainant speaking to a postal worker. The officer approached the complainant, noting that she had several items in her hands. The officer asked if she had a firearm on her; she said "yes" and began reaching into the window of the postal truck. The officer immediately grabbed her hands and pulled them out of the window, inadvertently causing her to drop a loaded firearm and a can of pepper spray into the postal truck. As the complainant was being pulled away from the postal truck, the Mail Carrier advised that there was a gun at his feet. Additional officers were arriving at this time and assisted with securing the complainant and firearm. The complainant was shaking and could not speak in sentences or hold a coherent conversation; it was apparent to officers that the suspect was experiencing a mental health crisis. Officers escorted her to an ambulance, and she was transported to the hospital. Officers assisted the ambulance with transportation, and a Petition for Involuntary Examination and Treatment was completed at the hospital. She was turned over to the hospital to be medically cleared and have a mental health evaluation completed.

**Montgomery Township Police Department**  
**Monthly Activity Report**  
**September 2024**

---

On September 8, 2024, officers responded to a burglary alarm at the Music and Arts studio located at 801 Bethlehem Pike. Upon arrival, an officer located a van in the rear of the building, next to a dumpster. The van was empty but registered to a male out of Telford, PA. The officer checked the rear door of the business and found it open. Upon entering the business, officers located a male who was hiding behind a curtain to the rear of the business. Multiple commands were given for him to come out before he complied. Once out from behind the curtain, the male refused commands to lie down. The canine officer on scene advanced towards the male with the canine barking before he complied and laid down. The male was taken into custody without incident. A consent search of the suspect's vehicle and the surrounding area yielded drugs and drug paraphernalia. Further investigation revealed the male was in the business after hours and without the consent of the business owner/management. He was charged with Criminal Trespass and Possession of a Controlled Substance.

On September 14, 2024, officers responded to the 1000 block of Avenel Boulevard for a report of a male who was trespassing in an apartment and just jumped over an apartment balcony. The caller, who works for the apartment complex, stated that the male does not reside there and has been told before to leave. The caller advised that the male fled on foot and was hiding nearby. Officers set up a perimeter and began checking the area. Shortly after, the male suspect was located and detained behind a nearby garage. The suspect, a known homeless male, was cited for Defiant Trespassing. The homeless male was also provided with food and information for assistance with homelessness.

On September 15, 2024, officers responded to the 100 block of Steeplechase Drive for a report of a male attempting to enter vehicles in the caller's driveway. Upon arrival, officers located the suspect inside a vehicle parked along the curb. Officers made contact with the suspect, and he readily admitted to walking up the driveway and in between multiple vehicles that were parked there. While speaking with the suspect, officers noted obvious signs of impairment. Standardized field sobriety tests were conducted which the suspect failed. The suspect was taken into custody for Loitering and Prowling at Nighttime, as well as Driving Under the Influence.

On September 16, 2024, officers responded to 200 Bridle Path Road (Bridle Path Elementary School) for a report of a firearm in a student's backpack. Upon arrival at the location, the school secretaries advised the involved student was in the assistant principal's office. The student was cooperative with the investigation involving our agency and the Coordinator of Emergency Management and Safe Schools of North Penn School District. The student and his backpack were searched, as well as the student's home classroom, secondary classroom, and the bathroom the student would have used, and there was no firearm located. Officers put the school and students at ease by determining that there was no firearm present and that there was no threat to the school or its occupants. An interview with the student by our agency's officers and school coordinators determined that the student was joking with friends when he made a comment about a gun in his backpack and was overheard by others. Officers spoke with parents who arrived at



**Montgomery Township Police Department**  
**Monthly Activity Report**  
**September 2024**

---

the school, and the incident was then turned over to the school with no further police involvement.

On September 17, 2024, officers responded to 1271 Knapp Road (Barnes and Noble) for a report of a theft. Upon arrival, officers met with the victim, who stated that she was homeless and had been sleeping at the bus stop adjacent to Barnes and Noble. She advised that when she woke up around 0630 hours, she realized her purse had been taken. The victim provided additional information regarding the theft, while another officer contacted Access Services and informed them of the circumstances the victim was in. Access Services advised they would come to Barnes and Noble and provide supplies and assistance to the victim. Our agency's Community Police Officer also arrived and provided the victim with a bag with essential items and ten dollars of his own money. Officers spoke with Barnes and Noble employees and asked them to assist in allowing the victim to stay inside their establishment while waiting for Access Services. Barnes and Noble advised this was no issue and provided breakfast for the victim. It was a direct result of these officers taking an extra step that allowed this victim to feel safe and comforted in this time of need, for which she was extremely thankful.

On September 25, 2024, officers responded to 1210 Bethlehem Pike (Fine Wine and Good Spirits) for the report of a theft from a motor vehicle. The investigation revealed that a vehicle followed the victim from Precision Watches, located at 1610 North Bethlehem Pike, Lower Gwynedd Township, to the Fine Wine and Good Spirits parking lot. When the victim entered the state store, an unknown suspect smashed the rear right window of the victim's vehicle and stole a black backpack containing a laptop, air pods, and wallet, as well as a Precision Watch bag containing four high-end watches. The victim had just purchased a Cartier watch for \$2,862 and picked up three additional watches he had serviced. The total value of theft is presumed to be over \$10,000. Through the investigation, officers were able to identify the suspect's vehicle. An Intelligence Bulletin was sent out to a crime-sharing network, and the Lower Gwynedd Police Department was briefed on the case. The following week, Lower Gwynedd Officers were dispatched to a suspicious vehicle near Precision Watches. Officers made contact with the vehicle, and it is believed the occupants of the vehicle are the suspects in this theft case. This case is actively being investigated.

**ITEMS OF INTEREST:**

On September 20, 2024, after 35 years of service, Chief J. Scott Bendig retired from Montgomery Township.

**UPCOMING EVENTS:**

October 15, 2024, from 1600-2000: Texas Roadhouse Trunk-or-Treat

October 19, 2024, from 1200-1700: Montgomery Township Autumn Festival

**Montgomery Township Police Department**  
**Monthly Activity Report**  
**September 2024**

---

October 24, 2024, from 1800-2000: 7<sup>th</sup> Annual PBGW Halloween Bash at the Montgomery Township Community and Recreation Center

October 26, 2024, from 1000-1400: Drug Take Back Day

October 26, 2024, from 1400-1600: Ambler YMCA Trunk-or-Treat

October 26, 2024, from 1000-1400: North Penn High School Trunk-or-Treat

October 31, 2024: Halloween –Montgomery Township candy distribution by Montgomery Township Police Department personnel

# Montgomery Township Public Works Department

## Monthly Report – September 2024

### PARKS/OPEN SPACE:

- Routine maintenance & repairs, mowing & trimming, trash removal, playground inspection and equipment maintenance.
- The following tree work was done throughout the Township:
  - Scott D., Scott Y., Josh, Dale & Larry removed four (4) dead trees from Township property at the entrance to the Estates of Windlestrae.
  - Scott D., Scott Y., Josh, Jack, Larry & Dale removed two (2) dead trees from Autumn Woods Park.
  - Scott D., Scott Y., Josh, Jack, Larry & Dale removed and chipped branches from Township property at the Knapp Road Farmhouse.
  - Scott Y. & Josh ground tree stumps on the islands in the parking lot at the Administration building.
- Scott D., Scott Y., Josh, Larry & Dale deployed the water wheel for the soccer fields at William F. Maule Park at Windlestrae.
- Larry finished mowing the open space with the brush hog mower and the roadside mowing with the arm mower.
- Dale & Larry refinished the “Paul Henning” sign at William F. Maule Park at Windlestrae and the picnic tables at Autumn Woods Park.
- Scott D. & Todd installed the new water fountain at Whistlestop Park.
- Scott D., Scott Y., Jack & Larry applied grub control to the soccer fields at William F. Maule Park at Windlestrae.
- Scott D., Scott Y., Josh, Jack, Larry & Dale spread wood carpet on all tot-lots in Township owned parks.
- Scott Y. overhauled the Police Departments shooting range.
- Larry slit-seeded one of the two large dog areas of the Bark Park.
- Dale & Larry placed new trash cans at Spring Valley Park and Windlestrae Park - Rose Twig.
- Scott Y., Josh & Jack repaired boards on the walking bridge from Usher Lane to Memorial Grove Park.
- Scott Y. attended several Penn State Leadership classes throughout the month.
- Josh assisted with the leaf collection that took place on September 21<sup>st</sup> at William F. Maule Park at Windlestrae.

### ROADS:

- Bill mulched various Township owned areas (beds, islands, etc.)
- Scott S., Bill, Bryan, Joe, Chris & Jack Gross spent several days constructing the “Traffic Garden” at Spring Valley Park.
- Chris, Joe & Bryan repaired various sinkholes throughout the Township.
- Scott S. handled several resident complaints throughout the Township.
- Bill inspected several road occupancy permits for completion throughout the Township.
- Bryan, Joe & Chris replaced the failed storm sewer inlets at the Administration building.
- Bill, Bryan, Scott S., Joe, Chris & Jack Gross attended the annual Confined Space Training.
- Chris & Bryan continued sweeping Township roads as part of the MS4 Stormwater requirements.
- Scott S., Bill, Joe & Jack Gormley replaced blacktop ramp to the gazebo at Gazebo Park.
- Scott S., Chris, Bryan, Joe & Jack Gormley continued painting several traffic signal intersections throughout the Township.
- Bryan & Joe cleaned various drainage locations throughout the Township as part of the MS4 Stormwater requirements.
- Scott S. monitored ongoing projects being done by contractors for Montgomery Township.
- Bryan attended several Penn State Leadership classes throughout the month.
- Jack Gross performed the annual services and routine maintenance on several Township vehicles.
- Jack Gross performed the annual inspections on several Township vehicles and trailers.

## **FACILITIES:**

- Jeff cleaned the Administration & Police Department complex.
- Dave attended several Penn State Leadership classes throughout the month.
- Todd, Scott D., Don & Larry N. installed the new water fountain at Whistlestop Park.
- Greg, Todd, Don, Larry, Dave attended the final inspection of signal upgrades Route 309 and Knapp Rd. with PennDOT, Armour & Sons and Gilmore & Associates. Punchlist was created.
- Todd, Dave, Don & Larry N. attended the annual Confined Space Training.
- Greg, Todd, Don, Larry, Dave attended the final inspection of signal upgrades Route 309 and Taylor/McLaughlin Rds. with PennDOT, Armour & Sons and Gilmore & Associates. Punchlist was created.
- Todd, Don, Dave & Larry N. made minor building repairs and improvements to the Administration & Police Department Complex, CRC, both firehouses, and the park restrooms.
- Dave, Don, Todd & Larry N. responded to a total of 152 PA One Calls throughout the month.
- Dave worked with Gilmore, Rhythm Engineering, Signal Control and Tony Still to address ongoing traffic signal issues.



138

Calls within Zone

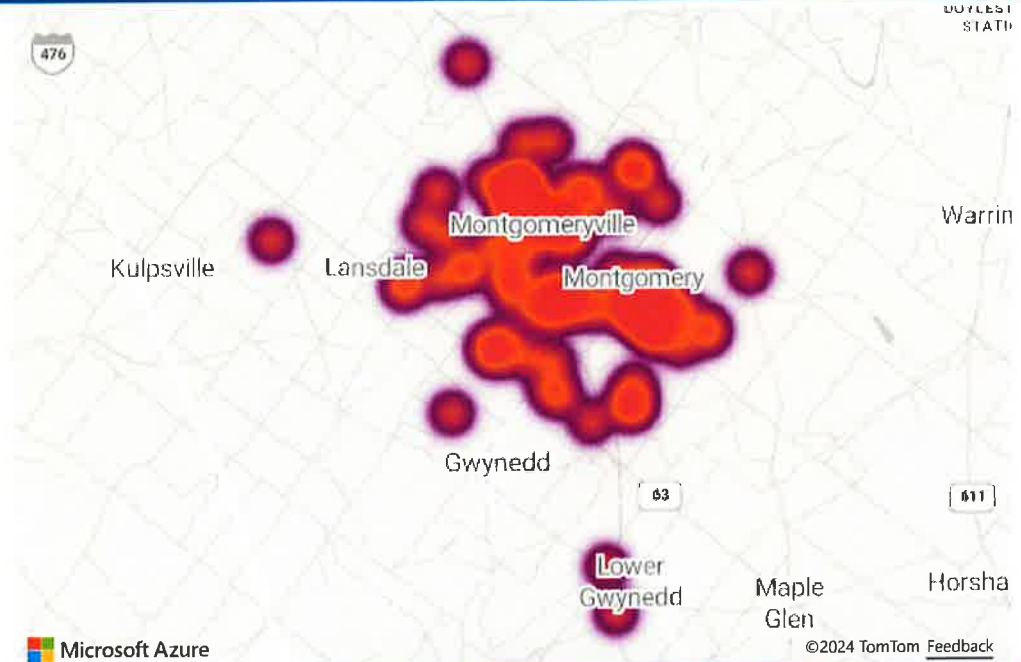
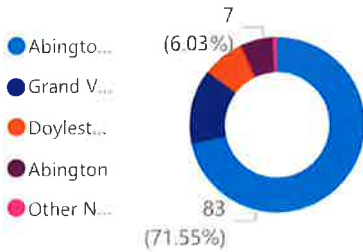
0 min 48 sec

Chute Time

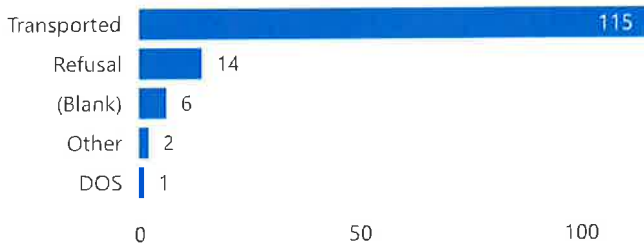
6 min 47 sec

Response Time

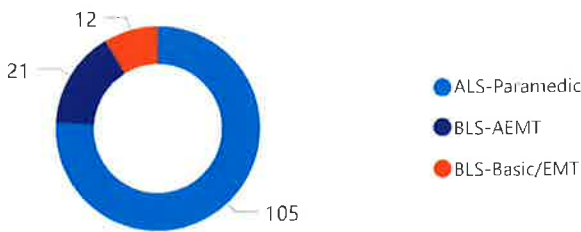
### Hospital Destination



### Transport Disposition



### VMSC's Level of Service

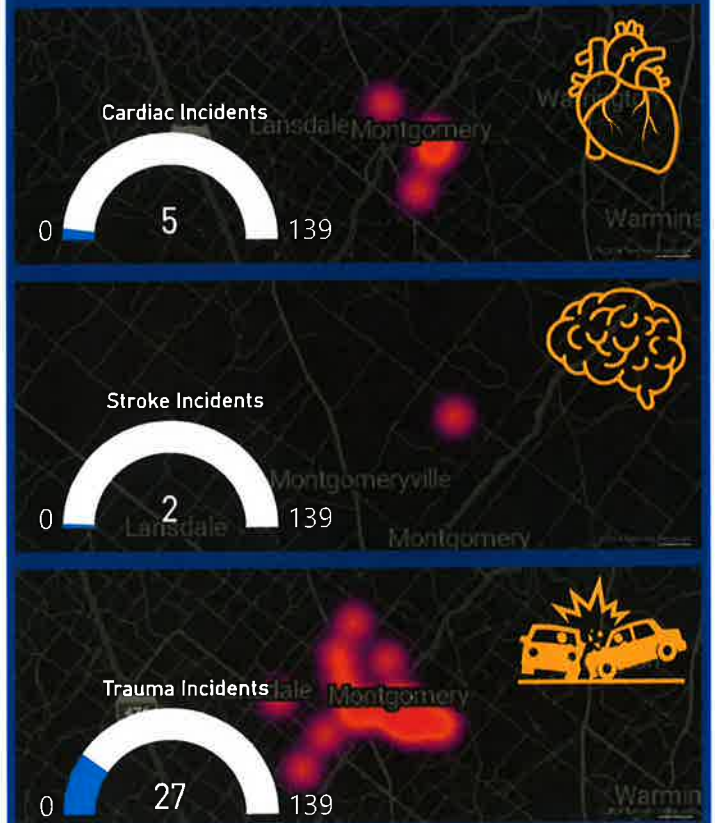


### Top 5 Call Types



### Critical Response Triad

VMSC emphasizes its review of the Critical Response Triad—cardiac, trauma, and stroke-related calls—because timely intervention in these cases can significantly improve patient outcomes and survival rates.



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

Item #19

---

**SUBJECT:** New Business – Committee Board Liaison Reports  
**MEETING DATE:** October 28, 2024  
**BOARD LIAISON:**  
**INITIATED BY:** Candyce Fluehr Chimera, Chairwoman

---

**BACKGROUND:**

This is an opportunity for any Supervisors who are liaisons to volunteer committees or boards who may have met in the month of September to provide an update on those meetings.