

UPPER MORELAND TOWNSHIP

Regular Meeting

October 3, 2022 at 7:00 p.m.

AGENDA ITEMS ARE SUBJECT TO CHANGE

INSTRUCTIONS TO JOIN:

Go to **Zoom.us**. Click “Join a Meeting”

Webinar ID: 917 5771 7982

Password: 182130

Join by Phone: Dial 1-929-205-6099

Webinar ID: 917 5771 7982

Password: 182130

***Residents requiring special accommodations:*

*please call the Township during normal business hours at 215-659-3100 x1058 or x1057***

I. **Call Meeting to Order**

II. **Moment of Silent Meditation/Pledge of Allegiance**

III. **Roll Call**

IV. **Presentations/Announcements:**

- **Motion to Approve** an honorable discharge to Lieutenant Mark F. Drakeley from the Upper Moreland Township Police Department, and in recognition of his retirement effective August 28, 2022, present a proclamation for his service to the residents of Upper Moreland Township.

PUBLIC HEARING

PUBLIC HEARING #1959 – To receive public comments concerning the JERC Partners XXXIX, LLC for a Conditional Use application to request a modification of the prior Conditional Use Approval to permit office or retail within the 2,000 square feet on the first floor previously designed for mixed use (office and retail) for the property known as the Stations at Willow Grove (attachment).

REGULAR MEETING

V. **Public Comments** – Non-Agenda Items Only

VI. **Treasurer’s Activity Report** – September 2022 (hard copy provided Monday evening)

VII. **Approval of Minutes** – September 12, 2022 (attachment)

VIII. **Committee Recommendations**

A. **Finance & Administrative Committee – September 26, 2022** – The Committee recommends the Board of Commissioners take action on the following:

1. Appointments/Reappointments:

- a. **Motion to Approve Resolution R-2022-30** - the appointment of Sandra Richman to fill the Alternate position vacancy on the **Zoning Hearing Board** left by Raymond Fox, Jr. and complete the remainder of the current three-year term that will expire on December 31, 2023 (attachment).
- b. **Motion to Approve** the appointment of Albert J. DerMovsesian to fill the Alternate position vacancy on the **Historical Commission** left by Renee Anderley and complete the remainder of the current term that will expire on December 31, 2024.
- c. **Motion to Approve** the appointment of Jennifer T. Mullen to fill the Ward 4 vacancy on the **Advisory Planning Agency** left by Deirdre Barnes and complete the remainder of the current two-year term that will expire on June 1, 2024.

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2. List of Bills Payable (attachment) – The Committee recommends the approval of:

General Funds Checks:		Beginning Check No.:	<u>135430</u>
		Ending Check No.:	<u>135677</u>
General:	\$ <u>772,118.62</u>		
Debt:	\$ <u>2,648.33</u> (Check No.135480, 135481, 135599)		
Capital:	\$ <u>-----</u>		
Total:	\$ <u>774,766.95</u>		
Voids:	<u>=====</u>		

Escrow Fund Checks:		Beginning Check No.:	<u>9494</u>
		Ending Check No.:	<u>9510</u>
Total:	\$ <u>296,456.40</u>		
Voids:	<u>-----</u>		

Liquid Fuel Fund Checks:		Beginning Check No.:	<u>3027</u>
		Ending Check No.:	<u>3031</u>
Total:	\$ <u>59,328.53</u>		
Voids:	<u>-----</u>		

4. Other Items:

- a. **Motion to Approve** advertisement of a public meeting on November 14, 2022 to consider adoption of an amended ordinance to increase the Transportation Impact Fee (attachments)
- b. **Motion to Approve** the Township’s Solicitor’s engagement letter and hourly rate increase to \$165.00 (an increase of \$5.00 hourly) for legal services provided by Kilkenny Law, LLC (attachments).
- c. **Motion to Approve** the purchase of a 2022 Chevrolet Express Cargo Van for the Parks and Recreation Department in 2022 and avoid the 20% increase if purchased in 2023 (attachments).
- d. **Motion to Approve** a proposed change order for the fire alarm installation at the Public Works facility and the Township Administration Building (attachments).
- e. **Motion to Approve** a proposed change order for Library Restroom improvements (attachment)
- f. **Motion to Approve** the bid approval for Solid Waste Direct Haul Disposal Services to Covanta (attachments).
- g. **Motion to Approve Resolution R-2022-37**, adopting the additional Roth 457 Plan Option as part of the Township’s Deferred Compensation Plan (attachments).
- h. **Motion to Approve** the submission of a State Fire Grant (attachment).

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5. New Business

B. **Community Development Committee – September 19, 2022** – The Committee recommends the Board of Commissioners take action on the following:

1. Code Enforcement

2. Land Development/Subdivision Applications:

- a. **Motion to Approve Resolution R-2022-31** – Approving the proposed land development of the Olive Garden located at 2402 Eason Road (attachments)
- b. **Motion to Approve Resolution R-2022-32** – Approving a two-lot consolidation to develop a 1,720 square foot two-story dwelling and two-car garage for the property located on New Street (attachments).

3. List of Upcoming Zoning Hearing Board Applications – No applications for the October 13, 2022 Hearing. Next Hearing is scheduled for October 27, 2022.

4. Other Items:

- a. **Motion to Approve Resolution R-2022-33** – Granting the request for a waiver of curb for the property located at 4121 Blair Mill Road (attachment)
- b. **Motion to Approve Resolution R-2022-34** – Granting an amended waiver of ADA compliant ramps to Federal Realty Investment Trust’s HOP application for the Moreland Road driveway and request to defer the construction of ramps (attachment).
- c. **Motion to Approve** authorizing the Township Traffic Engineer’s submission of a grant application to PennDOT for the Traffic Signal Technologies Program (attachment).
- d. **Motion to Approve** the submission of a Green Light-Go Grant proposal for bids (attachment).
- e. **Motion to Approve** Change Order #2 for testing, soil removal and disposal beneath Underground Storage Tank #2, as part of the Woodlawn School Demotion project. (attachments).

C. **Public Health & Safety Committee – September 26, 2022** – The Committee recommends the Board of Commissioners take action on the following:

1. **Motion to Approve Resolution R-2022-35** - The adoption of the Civil Service Commission’s Resolution 2022-11, which expanded the pool of potential applicants for the position of Patrol Officer in the Police Department by removing the requirement that an applicant either be actively enrolled in the Police Academy or had graduated within two years (attachment).

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-
2. **Motion to Approve** the submission of a grant to the Pennsylvania Commission on Crime and Delinquency Office of Justice Programs (attachments).
 3. **Motion to Approve Resolution R-2022-36** – Approving designating Fire Zones at the following locations (attachments):
 - Walmart
 - The Home Depot

D. **Parks & Recreation Committee – September 26, 2022** – The Committee recommends the Board of Commissioners take action on the following:

1. Motion to Approve request from UM Historical Commission for an October 22, 2022.

IX. Commissioner Comments

A. Upcoming Township Meetings (based on current calendar):

Date	Subject	Location	Time
October 5	Woodlawn Steering Committee	Township Building – Finance Conference Room	7:00 PM
October 5	Environmental Advisory Council	ZOOM	7:00 PM
October 6-9	PML/PSATC Conference	Pittsburgh, PA	
October 11	Historical Commissioner	TBD	7:00 PM
October 13	Zoning Hearing Board	TBD (AV Equipment Installation – Council Room not available)	7:30 PM
October 17	Community Development Committee of the BOC	Township Building – Council Room	7:00 PM
October 20	Advisory Planning Agency (APA)	Township Building – Council Room	5:00 PM
October 24	Committee Meetings of the BOC	Township Building – Council Room	7:00 PM
October 25	Historical Association	Library Community Room	7:00 PM
October 26	Woodlawn Park Steering Council	Township Building – Council Room	7:00 PM
October 27	Zoning Hearing Board	Township Building – Council Room	7:30 PM
November 1	Historical Commission	Library Community Room	7:00 PM

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November 2	Environmental Advisory Council	ZOOM	7:00 PM
November 5	Budget Workshop	Township Building – Council Room	8:30 AM
November 8	ELECTION DAY		
November 10	Zoning Hearing Board	Township Building – Council Room	7:30 PM
November 11	Veterans Day	HOLIDAY	
November 14	Regular Meeting of the Board of Commissioners	Township Building – Council Room	7:00 PM
November 17	Advisory Planning Agency (APA)	Township Building – Council Room	5:00 PM
November 21	Community Development Committee Meeting of the BOC	Township Building – Council Room	7:00 PM
November 22	Historical Association	Township Building – Council Room	7:00 PM
November 24	Thanksgiving Day	HOLIDAY	
November 25	Thanksgiving Day Holiday	HOLIDAY	
November 28	Committee Meetings of the BOC	Township Building – Council Room	7:00 PM
November 30	Woodlawn Steering Committee	Township Building – Council Room	7:00 PM

X. Adjournment

**Upper Moreland Township
Board of Commissioners - Regular Meeting
September 12, 2022 Meeting Minutes**

Board of Commissioners Members: Commissioner and President, Clifton "Kip" McFatrige; Commissioner and Vice President Cheryl Lockard; Commissioners Nicholas O. Scull, Kevin C. Spearing, Charles M. Whiting, Anthony S. Prousi, and R. Samuel Valenza.

- I. **Call to Order:** The Regular Meeting of the Board of Commissioners of Upper Moreland Township was called to order by Board President McFatrige.
- II. **Moment of Silent Meditation/Pledge of Allegiance**
- III. **Roll Call:** Commissioner and Board President McFatrige, Commissioner and Vice President Lockard; Commissioners Spearing, Whiting, Scull, Prousi, Valenza. Also present: Randy Schaible, Assistant Township Manager/Director of Finance, Matthew H. Candland, Township Manager, Alex Baumler, Township Solicitor.
- IV. **Presentations/Announcements:**
Commissioner McFatrige announced that the Board of Commissioners held an Executive Session prior to tonight's meeting to discuss personnel matters.

REGULAR MEETING

- V. **Public Comments** - Nothing to report.
- VI. **Treasurer's Activity Report – August 2022:**
 - Commissioner Valenza motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0, the report as submitted.
- VII. **Approval of Minutes – August 1, 2022 - Regular Meetings:**
 - Commissioner Spearing motioned, seconded by Commissioner Valenza and the Board of Commissioners approved by a vote of 7-0, the minutes as submitted.
 - Commissioner Prousi inquired about the status of public comments received from the Comcast Franchise Agreement discussed at the August 1, 2022 Public Hearing. Mr. Candland explained that Cohen Law Group is coordinating the comments, and information will be provided to the Commissioners.
- VIII. **Committee Recommendations:**
 - A. **Finance & Administrative Committee – (August 15, 2022 was cancelled)** – The Committee recommends the Board of Commissioners take action on the following:
 1. Appointments/Reappointments – Nothing to report.
 2. List of Bills Payable:
 - Commissioner Valenza motioned, seconded by Commissioner Spearing and the Board of Commissioners approved by a vote of 7-0.
 3. Other Items – Nothing to report.
 4. New Business – Nothing to report.
 - B. **Community Development Committee – (August 8, 2022 was cancelled):**
 1. **Code Enforcement** - Nothing to report.

**Upper Moreland Township
Board of Commissioners - Regular Meeting
September 12, 2022 Meeting Minutes**

2. **Land Development/Subdivision Applications** – Nothing to report.
3. **List of Upcoming Zoning Hearing Board Applications – September 22, 2022:**
 - Commissioner Spearing read one application to be heard at the upcoming meeting.
 - Commissioner Lockard requested to review additional information and that a representative from Pennypack Trust attend the September 19, 2022 Community Development Committee Meeting, regarding the application.
4. **Other Items:**
 - a. **Motion to Approve Ordinance 1733** – A Model Stormwater Management Ordinance, amending Part II: General Legislation, Chapter 287 “Stormwater Management’ to the Township Code of Ordinances:
 - Commissioner Spearing motioned, seconded by Commissioner Lockard and the Board of Commissioners approved by a vote of 7-0.
 - b. **Motion to Approve** setting a public hearing date of October 3, 2022 at 7:00 p.m. and advertise as required, for the Conditional Use Application submitted by JERC Partners XXXIX LLC:
 - Commissioner Spearing motioned, seconded by Commissioner Prousi and the Board of Commissioners approved the advertising of a public hearing date of either October 3, 2022 or November 14, 2022 by a vote of 7-0.

C. Public Health & Safety Committee – (August 15, 2022 was cancelled):

- No items for the Board of Commissioners’ consideration.

D. Parks and Recreation Committee – (August 15, 2022 was cancelled):

- No items for the Board of Commissioners’ consideration.

IX. Commissioner Comments:

A. Upcoming Township Meetings:

Date	Subject	Location	Time
September 13	Parks and Recreation Advisory Committee (PRAC)	Township Building – Caucus Room	7:30 PM
September 14	Woodlawn Park Steering Committee	Township Building – Council Room	7:00 PM
September 14	Library Board of Trustees	Library Community Room	6:00 PM
September 15	Advisory Planning Agency (APA)	Township Building – Council Room	5:00 PM
September 19	Community Development Committee of the BOC	Township Building – Council Room	7:00 PM
September 22	Zoning Hearing Board	Township Building – Council Room	7:30 PM
September 26	Committee Meetings of the BOC	Township Building – Council Room	7:00 PM
October 3	Regular Meeting of the BOC	Township Building – Council Room	7:00 PM

**Upper Moreland Township
Board of Commissioners - Regular Meeting
September 12, 2022 Meeting Minutes**

October 5	Woodlawn Steering Committee	Township Building – Finance Conference Room	7:00 PM
October 6-9	PML/PSATC Conference	Pittsburgh, PA	
October 13	Zoning Hearing Board	TBD (AV Equipment Installation – Council Room not available)	7:30 PM
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October 20	Advisory Planning Agency (APA)	Township Building – Council Room	5:00 PM
October 24	Committee Meetings of the BOC	Township Building – Council Room	7:00 PM

- Commissioner Spearing reminded the public to drive safely especially now that school is in session and more people are back to work.
- Commissioner Prousi requested that meetings of the Environmental Advisory Council and the Historical Commission be included in the above Upcoming Township Meetings list.
- Commissioner Prousi announced that the Historical Association will host a lecture at the Library on September 27, 2022, 7:30 p.m., on “Philadelphia’s Role In the First World War”.
- Commissioner Lockard listed items discussed at the August 11, 2022 School Board Meeting, which included:
 - Police presence during the first days back to school;
 - Police and Public Works installed signs and repainted the crosswalk at Preston Lane and Manor Road;
 - Use and education of raingardens in the schools;
 - A historical marker installed at the Spring near the high school;
 - Compliancy for the Environmental Advisory Council to have a student liaison;
 - The Joe Lavalley Scholarship for 2023 will be \$1,000 for one student;
 - Student tutoring will be available and supplemented by the Township;
 - Awareness of homeless students’ experiences;
 - Safety of high school workers crossing York Road near the high school, and;
 - The athletic fields’ rentals and usage fees.
- Commissioner McFatrige stated that he asked the Township Solicitor to attend the August Zoning Hearing Board Meeting regarding a commercial entity’s interest in a R-3 property surrounded by a residential area, and the application was denied.

X. **Visitor Comments** – Nothing to report.

XI. **Adjournment:** There being no further business to discuss, the meeting was adjourned at 8:35 p.m.

Respectfully submitted by Kathleen Kristire.

REGULAR MEETING MONDAY EVENING FOR UPPER MORELAND TOWNSHIP

10/03/2022

BILLS PAID TO BE APPROVED

09/01/22 - 09/30/22

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*135430	APEX ELEVATOR INSPECTING	ROUTINE INSPECTION	60.00	01-409-450-	60.00	60.00
01*135431	AQUASCAPES UNLIMITED	POND SERVICE 08/26/22	244.25	01-454-450-	244.25	244.25
01*135432	BERGEY'S INC.	REPAIR TRUCK 223	1,543.20	01-430-330-	1,543.20	1,543.20
01*135433	CDW GOVERNMENT, INC.	HR TIMECLOCKS	490.73	01-401-450-	490.73	490.73
01*135434	CITY ELECTRIC SUPPLY	TRAFFIC SIGNAL PROGRAM	32.49	01-430-373-	32.49	32.49
01*135435	CLEAN NET USA	SEPTEMBER 2022	2,075.00	01-409-450-	2,075.00	2,075.00
01*135436	COLLIFLOWER INC.	HOSE ASSEMBLY, O-RING	351.97	01-430-330-	351.97	697.39
		HOSE ASSEMBLY 43 SERIES	345.42	01-430-330-	345.42	
01*135437	COLONIAL OIL INDUSTRIES, INC.	2100.00 GROSS	7,259.28	01-430-330-	7,259.28	23,233.06
		2457.10 GROSS	8,493.71	01-430-330-	8,493.71	
		2010.50 GROSS	7,480.07	01-430-330-	7,480.07	
01*135438	COMCAST CABLE	84991014101875414: WGSS 09/03-	113.05	01-411-327-	113.05	581.61
		8499101410218777: VFWG 08/31-0	111.46	01-411-327-	111.46	
		8499101410242512: PILEGGI 08/2	153.05	01-401-320-	153.05	
		8499101410258401: BOILEAU 09/0	204.05	01-401-320-	204.05	
01*135439	DELTA DENTAL OF PENNSYLVANIA	SEPTEMBER 2022 COVERAGE	8,100.00	01-486-156-	8,100.00	8,100.00
01*135440	DISTRICT COURT 38-2-08	UMT v. AJM LAW FIRM LLC- CIVIL	150.33	01-401-240-	150.33	150.33
01*135441	DISTRICT COURT 38-2-08	UMT v. SMARTDRIVE LLC - CIVIL	113.33	01-401-240-	113.33	113.33
01*135442	DISTRICT COURT 38-2-08	UMT v. BHADDAR CONSTRUCTION LL	150.33	01-401-240-	150.33	150.33
01*135443	DISTRICT COURT 38-2-08	UMT v. MAVERICK EVE HOMES LLC	124.89	01-401-240-	124.89	124.89
01*135444	DISTRICT COURT 38-2-08	UMT v. PAUL FRIEDMAN T/A ANVIL	190.89	01-401-240-	190.89	190.89
01*135445	DISTRICT COURT 38-2-08	UMT v. ELEVATE DANCE LLC -CIVI	198.33	01-401-240-	198.33	198.33
01*135446	DISTRICT COURT 38-2-08	UMT v. GREGORY SCOTT -CIVIL CO	198.33	01-401-240-	198.33	198.33
01*135447	EASTERN AUTOPARTS WAREHOUSE	AUGUST 2022 STATEMENT	1,077.50	01-430-330-	1,077.50	1,077.50
01*135448	EXTRA SPACE STORAGE	MONTHLY RENTAL	418.00	01-401-450-	418.00	418.00
01*135449	FASTENAL COMPANY	(3) BROOMS, (3) HANDLES, (600)	237.48	01-430-330-	237.48	237.48
01*135450	FRED BEANS PARTS	REINFORCEMENTS #3506	28.47	01-430-330-	28.47	1,135.72
		SENSOR #342	92.62	01-430-330-	92.62	
		HOSE, TUBE, LATCH, #321	116.34	01-430-330-	116.34	
		DOOR PANEL - TRUCK 131	517.58	01-430-330-	517.58	
		HEADLAMP #103	192.05	01-430-330-	192.05	
		LAMP ASY #3506	75.76	01-430-330-	75.76	
		SWITCH, CONNECTOR, KNOB, #403	12.72	01-430-330-	12.72	
		SWITCH, CONNECTORS #403	100.18	01-430-330-	100.18	
01*135451	GRANTURK EQUIPMENT CO., INC.	RH NOZZLE, LH NOZZLE- #445	587.63	01-430-330-	587.63	5,231.20
		HOSE, COVER PLATE, GATE, SWITC	3,451.14	01-430-330-	3,451.14	
		MAC VALVE, MAC VALVE W/ DIODE	164.52	01-430-330-	164.52	
		GUTTER SHOE WELD	125.23	01-430-330-	125.23	
		PARTS FOR TRUCK 445	902.68	01-430-330-	902.68	
01*135452	HEALTHCARE ASSISTANCE WITH MEMBER S	BUSINESS PRIVILEGE TAX REFUND	1,647.76	01-310-800-	1,647.76	1,647.76
01*135453	HEATHER JOHNSON	REFUND FOR PAVILION	180.00	01-367-000-	180.00	180.00
01*135454	JESSE HEATH	REFUND FOR OFFICIALS FEE FOR S	75.00	01-367-200-	75.00	75.00

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*135455	KENNEDY CULVERT & SUPPLY CO.	18" DWALL CPLG	279.60	01-430-200-	279.60	279.60
01*135456	KILKENNY LAW	GENERAL - AUGUST, 2022	5,521.50	01-402-314-	5,521.50	13,384.75
		LIENS- AUGUST, 2022	1,131.50	01-402-314-	1,131.50	
		TAX ASSESSMENT APPEALS - AUGUS	325.50	01-402-314-	325.50	
		BPT - AUGUST, 2022	4,499.75	01-402-314-	4,499.75	
		WILLOW GROVE SHOPPING CTR- AUG	465.00	01-402-314-	465.00	
		COUNTY LINE RD INJUNCTION - AU	387.50	01-402-314-	387.50	
		WARMINSTER RD SIDWALK - AUGUST	620.00	01-402-314-	620.00	
		CHIPOTLE - AUGUST, 2022	434.00	01-402-314-	434.00	
01*135457	LEXISNEXIS	AUGUST, 2022	150.00	01-401-240-	150.00	150.00
01*135458	M. BURR KEIM	MINUTES: NO 102	160.95	01-402-314-	160.95	565.35
		MINUTES: NO 103	160.95	01-402-314-	160.95	
		MINUTES: NO 104	160.95	01-402-314-	160.95	
		(3) 125- SHEET POST M/B FILLER	82.50	01-402-314-	82.50	
01*135459	MAC MEDICAL GASES, INC.	30 LB PROPANE	31.00	01-430-330-	31.00	202.60
		100 LB PROPANE	76.60	01-430-330-	76.60	
		100 LB PROPANE	95.00	01-430-330-	95.00	
01*135460	MEGAN HAWK	REFUND FOR DRAMARAMA	195.00	01-367-000-	195.00	195.00
01*135461	OCCUPATIONAL HEALTH DYNAMICS	QUANTIFIT 2 ANNUAL CALIBRATION	810.00	01-411-250-	810.00	810.00
01*135462	OLD DOMINION BRUSH COMPANY	LCT621.603 HINGE ASSY. - LEAF	571.00	01-430-330-	80.00	571.00
		400050A - CLUTCH CYLINDER		01-430-330-	491.00	
01*135463	PAUL B. MOYER & SONS, INC.	COMMERCIAL TRIMMER	319.96	01-454-260-	319.96	328.64
		(1) BOLT M5X25	8.68	01-454-374-	8.68	
01*135464	PAUL PURTELL	WEBINAR- PA UCC PERMIT PROCESS	95.00	01-413-240-	95.00	95.00
01*135465	PECO ENERGY - PAYMENT PROCESSING	29799-00200 DIVISION AVE 08/01	19.11	01-454-360-	19.11	19.11
01*135466	PECO ENERGY - PAYMENT PROCESSING	1415145006: STORAGE BLDG 08/02	38.09	01-409-360-	38.09	38.09
01*135467	PETROCON CORPORATION	DIESEL EXHAUST FLUID	974.64	01-430-330-	974.64	974.64
01*135468	PRPS	DISCOUNT TICKET SALES- AUGUST	2,961.00	01-452-900-	2,961.00	2,961.00
01*135469	RICOH USA, INC.	08/31/22 CURRENT READ	10.72	01-401-320-	10.72	10.72
01*135470	ROBERT LEGARD	BOOT ALLOWANCE 2022	200.00	01-427-195-	200.00	200.00
01*135471	ROTO-ROOTER SERVICE COMPANY	CLEAR SEWER PIPES	420.00	01-409-373-	420.00	420.00
01*135472	SIMONE COLLINS	WOODLAWN PARK MASTER PLAN- SER	8,720.90	01-130-100-	8,720.90	8,720.90
01*135473	SYNATEK	(1 GAL) BRUSHMASTER	77.21	01-454-374-	77.21	77.21
01*135474	SYNATEK	(3) 2.5 GAL RANGER PRO	435.00	01-454-374-	435.00	435.00
01*135475	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	403.25	01-430-191-	201.62	829.85
		UNIFORM MAINTENANCE		01-427-191-	201.63	
		UNIFORM MAINTENANCE	426.60	01-430-191-	213.30	
		UNIFORM MAINTENANCE		01-427-191-	213.30	
01*135476	VICTOR SECURITY, INC.	BOILEAU PARK 09/01-09/30/22 MO	76.50	01-454-450-	76.50	76.50
01*135477	WEINSTEIN DIV HAJOCA CORP	(4) SLOW CLOSE BASIN FCT	390.25	01-454-374-	390.25	390.25
01*135478	WILLOW GROVE FIRE COMPANY	OVERNIGHT STIPEND JULY - AUGUS	875.00	01-411-329-	875.00	1,769.98
		GENERAL OFFICE SUPPLIES	345.50	01-411-210-	345.50	
		BUILDING JANITORIAL	135.48	01-411-226-	135.48	
		07/16-08/15 PHONE	207.00	01-411-327-	207.00	
		06/16-07/15 PHONE	207.00	01-411-327-	207.00	
01*135479	WORKPLACE CENTRAL	TONER	128.59	01-401-320-	128.59	208.57
		MATERIAL & SUPPLIES	38.16	01-401-200-	38.16	
		MATERIAL & SUPPLIES	41.82	01-401-200-	41.82	
01*135482	ACCESS SECURITY CORP.	MONIROEINF 10/01-12/31/22	105.00	01-401-450-	105.00	105.00
01*135483	ALLIED LANDSCAPE SUPPLY	(4) BALED STRAW	35.00	01-454-200-	35.00	35.00

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*135484	AMERICAN PUBLIC SAFETY	(6) BATON POUCH, (6) HANCUFF P	273.65	01-410-238-	273.65	273.65
01*135485	AQUA PA	0004308690389901: (10) HYDRANT	289.27	01-411-363-	289.27	289.27
01*135486	ARDMORE TIRE, INC.	SANITATION	435.00	01-430-330-	435.00	725.00
		SANITATION	290.00	01-430-330-	290.00	
01*135487	BERGEY'S INC.	SHEPPARD STEERING GEAR INSPECT	165.00	01-430-330-	165.00	165.00
01*135488	BOB ROSSER	PENNBC TRAINING 09/08/22	50.00	01-413-240-	50.00	50.00
01*135489	BUCKS COUNTY INTERNATIONAL, INC.	TANK OVERFLOW - TRUCK 232	502.18	01-430-330-	437.17	36.48
		COOLANT CAP		01-430-330-	11.98	
		COOLANT LEVEL SENSOR		01-430-330-	53.03	
		MOTOR STA (#237)	-465.70	01-430-330-	-465.70	
01*135490	CAMPBELL DURRANT BEATTY	SERVICES RENDERED 08/09/22 THR	2,788.70	01-402-314-	2,788.70	2,788.70
01*135491	CHAPMAN CHEVROLET LLC	2022 CHEVY TAHOE: VIN 1GNSKLED	42,995.00	01-130-300-	42,995.00	85,990.00
		2022 CHEVY TAHOE: VIN 1GNSKLED	42,995.00	01-130-300-	42,995.00	
01*135492	COMCAST CABLE	8499101380374931: UMT 09/09-10	328.39	01-401-320-	328.39	382.17
		8499101380374949: PARK AVE 09/	53.78	01-401-320-	53.78	
01*135493	CONTRACT CLEANERS SUPPLY INC.	(8) C-FOLD TOWELS	271.82	01-409-200-	271.82	271.82
01*135494	DAVIDHEISER'S INC.	(11) CAR SPEED CHECK	968.00	01-410-374-	968.00	968.00
01*135495	EAGLE POWER & EQUIPMENT CORP.	(2) ELEMENTS (#410)	176.00	01-430-330-	176.00	633.99
		WINDSHIELD, HINGE, WASHER (#41	457.99	01-430-330-	457.99	
01*135496	EDITS 2010	(4) POLICE DEPARTMENT- EMS CON	600.00	01-410-240-	600.00	600.00
01*135497	FIRE SMART PROMOTIONS	FIRE PREVENTION MATERIAL	1,559.00	01-411-340-	1,559.00	1,559.00
01*135498	FRED BEANS PARTS	(2) KNOB (#403)	12.72	01-430-330-	12.72	49.86
		(6) KIT JET (POLICE STOCK)	37.14	01-430-330-	37.14	
01*135499	GALLS INC.	REEBOK NANO TACTICAL 6IN DUTY	127.54	01-415-238-	127.54	127.54
01*135500	GEORGE ALLEN PORTABLE	WOODLAWN PARK 08/31-09/27/22	74.00	01-454-450-	74.00	666.00
		MASONS MILL 08/31-09/27/22	74.00	01-454-450-	74.00	
		(2) UMMS 08/31-09/27/22	148.00	01-454-450-	148.00	
		TERWOOD PARK 08/31-09/27/22	74.00	01-454-450-	74.00	
		BOILEAU PARK 08/31-09/27/22	74.00	01-454-450-	74.00	
		(2) UMHS 08/31-09/27/22	148.00	01-454-450-	148.00	
		FAIR OAKS PARK 08/31-09/27/22	74.00	01-454-450-	74.00	
01*135501	GLICK FIRE EQUIPMENT CO.,INC.	LADDER TESTING	1,451.12	01-411-372-	1,451.12	1,451.12
01*135502	GRAINGER	(5) BATTERY, (1) DRY WIPE, (1)	229.74	01-410-240-	229.74	584.31
		(5) DISPOSABLE GLOVES	139.15	01-410-240-	139.15	
		(4) AA BATTERIES	166.04	01-410-260-	166.04	
		(2) CLAW HAMMER	49.38	01-409-373-	49.38	
01*135503	H.A. BERKHEIMER, INC.	AUGUST, 2022	8,124.35	01-402-312-	8,124.35	8,124.35
01*135504	HARRIELLE EMBROIDERY LTD	SHIRTS, JACKET	271.00	01-452-200-	271.00	271.00
01*135505	HAVIS-SHIELDS EQUIP.CORP.	INVOICE SIN144320	-899.10	01-130-300-	-899.10	12,121.69
		SUPPLY AND INSTALL EQUIPMENT I	13,020.79	01-130-300-	13,020.79	
01*135506	IRON MOUNTAIN	AUGUST, 2022 STORAGE	680.70	01-401-320-	680.70	680.70
01*135507	JOHN MOONEY	REFUND FOR WEE T-BALL	55.00	01-367-000-	55.00	55.00
01*135508	KELLI O'NEILL	REFUND FOR PAVILION	140.00	01-367-000-	140.00	140.00
01*135509	KEYSTONE HEALTH PLAN EAST	ACTIVITY THROUGH 08/07/22	246,724.93	01-486-156-	246,724.93	246,724.93
01*135510	KING OF PRUSSIA RECYCLING	08/31/22 STATEMENT	5,946.94	01-427-384-	5,946.94	5,946.94
01*135511	MAC MEDICAL GASES, INC.	100LB PROPANE	76.60	01-454-450-	76.60	76.60
01*135512	MARK WOLTEMATE	2022 BOOT ALLOWANCE	300.00	01-410-238-	300.00	300.00
01*135513	MCDONALD UNIFORMS	Spring Uniform Order 2022 - Se	3,030.62	01-410-238-	3,030.62	3,428.09
		UNIFORMS	179.98	01-410-238-	179.98	
		FRICTIN LOCK BATON KIT	189.99	01-410-260-	189.99	

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
		LT KELLY PROMOTION	27.50	01-410-238-	27.50	
01*135514	MCDONALD UNIFORMS	UNIFORM EXPENSES: J.LAUBLE	106.98	01-415-238-	106.98	283.67
		UNIFORM EXPENSES: M.BODO	176.69	01-415-238-	176.69	
01*135515	MICHAEL ZAHODSKI	REFUND FOR WEE SPORTS	51.00	01-367-000-	51.00	51.00
01*135516	MINDS IN MOTION	PAYMENT FOR MINDS IN MOTION PR	2,560.00	01-452-450-	2,560.00	2,560.00
01*135517	NICOLE RUPPERT	REIMBURSEMENT FOR SUP SUMMER C	50.00	01-452-240-	50.00	50.00
01*135518	PA BPMTCA	REGISTRATION FOR ANNUAL BUSINE	200.00	01-401-240-	200.00	200.00
01*135519	PAUL PURTELL	PENNBOD TRAINING 09/08/22	50.00	01-413-240-	50.00	50.00
01*135520	PECO ENERGY - PAYMENT PROCESSING	7931200105: PILEGGI PK 08/05-0	1,005.69	01-454-360-	1,005.69	1,005.69
01*135521	PECO ENERGY - PAYMENT PROCESSING	7032000202: MASONS MILL ENTR 0	1,373.69	01-454-360-	1,373.69	1,373.69
01*135522	PECO ENERGY - PAYMENT PROCESSING	7639001203: MASONS MILL PK 08/	860.44	01-454-360-	860.44	860.44
01*135523	PENNSYLVANIA MUNICIPAL	NEW HIRE ENROLLMENT - M.WATSON	20.00	01-483-160-	20.00	20.00
01*135524	PROTECTIVE SAFETY SYSTEMS, INC	Control Tactics Instructor Cer	1,875.00	01-410-240-	1,875.00	1,875.00
01*135525	REAP	REFUND FOR PAVILION	60.00	01-367-000-	60.00	60.00
01*135526	ROBERT E. LITTLE, INC.	ROTARY SWITCH, KEY	31.71	01-454-374-	31.71	31.71
01*135527	SUSAN E. WORTH-LAMANNA	HISTORIC COMMISSION	330.88	01-401-520-	330.88	330.88
01*135528	THE LINGO GROUP, INC.	IRRIGATION SYSTEM REPAIR SERVI	183.52	01-454-450-	183.52	183.52
01*135529	THE STANDARD INSURANCE	HEALTH & LIFE INSURANCE	5,785.40	01-486-156-	5,785.40	5,785.40
01*135530	U.S. MUNICIPAL SUPPLY, INC.	JACK LEG CASTER	504.95	01-430-330-	504.95	504.95
01*135531	VAULT HEALTH	(1) ALCOHOL TEST, (5) DRUG TES	241.90	01-486-156-	241.90	828.40
		(10) DRUG SCREEN, (5) ALCOHOL	586.50	01-486-156-	586.50	
01*135532	VERIZON	250350262000116: 09/01-09/30/2	40.43	01-401-320-	40.43	123.19
		450724913000147: 09/03-10/02/2	82.76	01-401-320-	82.76	
		1 CU YD BROWN DYED	22.00	01-454-200-	22.00	22.00
01*135533	VICTORY GARDEN'S INC.	DPW MONITORING 10/01-12/31/22	237.00	01-409-450-	237.00	414.00
01*135534	WARRINGTON ALARM COMPANY	WG FIRE CO MONITORING 10/01-12	177.00	01-411-360-	177.00	
		TONER	128.59	01-401-320-	128.59	1,122.49
		MATERIAL & SUPPLIES	96.14	01-410-200-	96.14	
		MATERIAL & SUPPLIES	544.86	01-401-200-	544.86	
		MATERIAL & SUPPLIES	74.78	01-401-200-	74.78	
		MATERIALS & SUPPLIES	184.94	01-409-200-	184.94	
		MATERIAL & SUPPLIES	23.92	01-401-200-	23.92	
		MATERIALS & SUPPLIES	69.26	01-409-200-	69.26	
01*135536	ACCESS SECURITY CORP.	UMT FIRE HOUSE- JOB INSTALL	2,636.00	01-411-373-	2,636.00	2,636.00
01*135537	AMAZON CAPITAL SERVICES	TIME CLOCK PROJECT	55.00	01-401-450-	55.00	55.00
01*135538	ANDREW CLAUHS	MEALS FOR TRAINING CLASS	42.40	01-410-240-	42.40	42.40
01*135539	ARDMORE TIRE, INC.	TIRE REPAIR- TRUCK 410	557.50	01-430-330-	557.50	557.50
01*135540	BERGEY'S INC.	ACTUATOR	94.00	01-430-330-	94.00	259.00
		SET ROAD, PEDAL & CRUISE PARAM	165.00	01-430-330-	165.00	
01*135541	BKH ELECTRICAL INC	LIBRARY HAND DRYERS	690.00	01-130-300-	690.00	690.00
01*135542	CDW GOVERNMENT, INC.	HR TIME CLOCKS	115.53	01-401-450-	115.53	115.53
01*135543	CECILIA BALLASY	BULK REFUND- PERMIT 151945	25.00	01-364-300-	25.00	25.00
01*135544	COLLIFLOWER INC.	HOSE ASSEMBLY	345.52	01-430-330-	345.52	345.52
01*135545	COLONIAL OIL INDUSTRIES, INC.	1221.40 GROSS	4,836.13	01-430-330-	4,836.13	4,836.13
01*135546	COMCAST CABLE	8499101410018938: DPW 09/11-10	210.88	01-401-320-	210.88	1,139.42
		8499101380131182: UMT 09/11-10	203.35	01-401-320-	203.35	
		8499101410219510: WGVFC 09/18-	354.45	01-401-320-	354.45	
		8499101410240870: BUEHLER PK 0	227.69	01-401-320-	227.69	
		8499101410244682: VETERAN PK 0	143.05	01-401-320-	143.05	
01*135547	COVANTA ENERGY, LLC	08/24/22 - 08/31/22	18,472.03	01-427-365-	18,472.03	18,472.03

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*135548	DOROTHI VAUGHN	BULK REFUND - PERMIT 151986	15.00	01-364-300-	15.00	15.00
01*135549	EARTHBORNE INC.	5 GALLON HYDRAULIC FLUID	272.12	01-430-330-	272.12	272.12
01*135550	EUREKA STONE QUARRY, INC.	43.28 TN BULK STONE	465.26	01-430-200-	465.26	712.62
		23.01 TN BULK STONE	247.36	01-430-200-	247.36	
01*135551	FASTENAL COMPANY	(2) AGENT 4 SHELF	471.08	01-454-374-	471.08	471.08
01*135552	FRED BEANS PARTS	(S) SWITCH	31.02	01-430-330-	31.02	31.02
01*135553	FUTURISTIC DEE JAYS, INC.	PAYMENT FOR FALL FROLIC 09/23/	350.00	01-452-450-	350.00	350.00
01*135554	GLICK FIRE EQUIPMENT CO., INC.	PENN POWER GROUP	521.43	01-411-460-	521.43	521.43
01*135555	GRAINGER	SHOP VAC, EXTENSION CORD, COND	113.89	01-409-373-	113.89	113.89
01*135556	GRANTURK EQUIPMENT CO., INC.	WLDMT GATE LH	431.40	01-430-330-	431.40	809.83
		MAC VALVE W/DIODE	171.76	01-430-330-	171.76	
		FUEL HOSE, BULB SEAL, CLAMPING	206.67	01-430-330-	206.67	
01*135557	JEFFREY DILLON	PW BOOT ALLOWANCE 2022	200.00	01-430-195-	200.00	200.00
01*135558	JENNIFER KORZUCH	REFUND FOR WEE HIT TBALL	55.00	01-367-000-	55.00	55.00
01*135559	JOHN FUGELO	GENERAL TRAINING- FUGELO, GERT	150.00	01-411-460-	150.00	167.22
		UPS CHARGE TO SHIP PPD FOR REP	17.22	01-411-250-	17.22	
01*135560	JUSTINE DOUGHTY	PARTICAL REFUND FOR PAVILION	40.00	01-367-000-	40.00	40.00
01*135561	KENNEDY CULVERT & SUPPLY CO.	180 LF - 18" PCP PIPE	3,510.00	01-430-200-	3,510.00	3,510.00
01*135562	KIMBALL MIDWEST	TOOL	387.10	01-430-330-	387.10	387.10
01*135563	MAC MEDICAL GASES, INC.	100 LB PROPANE	67.40	01-430-330-	67.40	67.40
01*135564	MCI COMM SERVICE	2P870692: UPT PD	39.50	01-401-320-	39.50	39.50
01*135565	NAPA AUTO PARTS	AUGUST 2022 STATEMENT	3,543.61	01-430-330-	3,543.61	3,543.61
01*135566	NTOA	Supervising Patrol Critical In	1,216.00	01-410-240-	1,216.00	1,216.00
01*135567	PA RECREATION & PARK SOCIETY	CONSIGNMENT TICKE FINAL SALES	145.00	01-452-900-	145.00	145.00
01*135568	PECO ENERGY-PAYMENT PROCESSING	3624500401: WGFC GAS 08/05-09/	32.96	01-411-360-	32.96	32.96
01*135569	PECO ENERGY-PAYMENT PROCESSING	9499200405: WGFC 08/05-09/06/2	67.42	01-411-360-	67.42	67.42
01*135570	PECO ENERGY-PAYMENT PROCESSING	1452700407: UMT GAS 08/10-09/0	81.44	01-409-360-	81.44	81.44
01*135571	PECO ENERGY-PAYMENT PROCESSING	4237200501: MINERAL AVE 08/09-	46.20	01-454-360-	46.20	46.20
01*135572	PECO ENERGY-PAYMENT PROCESSING	1143500707: WGFH 08/09-09/08/2	1,067.63	01-411-360-	1,067.63	1,067.63
01*135573	PECO ENERGY-PAYMENT PROCESSING	42365-01000: BYBERRY APT 08/09	244.58	01-454-360-	244.58	244.58
01*135574	PECO ENERGY-PAYMENT PROCESSING	4545801109: BYBERRY COTTAGE 08	12.68	01-454-360-	12.68	12.68
01*135575	PECO ENERGY-PAYMENT PROCESSING	4554501300: LIBRARY 08/10-09/0	1,613.96	01-409-360-	1,613.96	1,613.96
01*135576	PECO ENERGY-PAYMENT PROCESSING	6401701408: FITZWATERTOWN 08/1	237.46	01-454-360-	237.46	237.46
01*135577	PECO ENERGY-PAYMENT PROCESSING	07/29-08/29/22	525.20	01-430-373-	525.20	525.20
01*135578	PECO ENERGY-PAYMENT PROCESSING	1143101700- UMT ELECTRIC 08/10	3,064.24	01-409-360-	3,064.24	3,064.24
01*135579	PECO ENERGY-PAYMENT PROCESSING	0808020028: MMP PARKING 08/10-	10.21	01-454-360-	10.21	10.21
01*135580	PECO ENERGY-PAYMENT PROCESSING	2163122078: WAR MEMORIAL 08/09	32.00	01-454-360-	32.00	32.00
01*135581	PENNSYLVANIA ONE CALL	MONTHLY ACTIVITY FEE	146.52	01-430-200-	146.52	146.52
01*135582	PETER MOLA	BULK REFUND - PERMIT 151962	30.00	01-364-300-	30.00	30.00
01*135583	PHILA OCCHEALTH	AUGUST- M.WATSON	325.96	01-430-240-	325.96	325.96
01*135584	RUSS WHELAN DOORS &	UMT PUBLIC WORKS- REPLACE CABL	450.00	01-409-373-	450.00	450.00
01*135585	SEVEN WRAPS	TINT: VEH #3533	160.00	01-430-330-	160.00	160.00
01*135586	SHEEN THOMAS	REFUND FOR WEE SPORTS	55.00	01-367-000-	55.00	55.00
01*135587	SLICE LP	BUSINESS PRIVILEGE TAX REFUND	10.15	01-310-800-	10.15	10.15
01*135588	STANLEY SHOEMAKER	PAYMENT FOR PICKELBALL- JULY L	300.00	01-452-450-	300.00	300.00
01*135589	T.W. REISS, INC.	FUELMIX 4.75GAL	118.18	01-454-374-	118.18	118.18
01*135590	THE KSA GROUP LLC	AUGUST & SEPTEMBER 2022 CONSUL	9,500.00	01-401-450-	9,500.00	9,500.00
01*135591	THE MNM GROUP, INC.	MERCANTILE TAX REFUND	13,494.66	01-310-300-	13,494.66	13,494.66
01*135592	TRI-STATE ELEVATOR CO., INC.	SEPTMEBER MAINTENANCE BILLING	165.00	01-409-450-	165.00	165.00
01*135593	UNIFIRST CORPORATION	UNIFORM MAINTENANCE	404.53	01-430-191-	202.26	404.53

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
		UNIFORM MAINTENANCE		01-427-191-	202.27	
01*135594	VERIZON	250339403000176: 09/15-10/14	40.43	01-401-320-	40.43	2,254.34
		250581599000177: 09/01-09/30/2	2,213.91	01-401-320-	2,213.91	
01*135595	WARRINGTON ALARM COMPANY	UMT & LIBRARY MONITORING 10/01	177.00	01-409-450-	177.00	177.00
01*135596	WILLOW GROVE POSTMASTER	BOX # 9503; ZIP 19090; PO BOX	1,580.00	01-401-240-	1,580.00	1,580.00
01*135597	WITMER PUBLIC SAFETY GROUP	(6) GLOBE GUARD PARTICULATE HO	693.00	01-411-242-	693.00	693.00
01*135598	WORKPLACE CENTRAL	MATERIALS & SUPPLIES	221.33	01-409-200-	221.33	221.33
01*135600	ADP, INC.	PERIOD ENDING 09/12/2022	812.25	01-401-450-	812.25	3,190.38
		SERVICES 08/12/22 - 09/10/22	2,378.13	01-401-450-	2,378.13	
01*135601	AHOLD FINANCIAL SERVICES	PILEGGI	88.89	01-452-200-	34.98	299.57
		FALL FROLIC		01-452-247-	53.91	
		FALL FROLIC	210.68	01-452-247-	210.68	
01*135602	AIRGAS	(2) LARGE ARGON	54.85	01-430-330-	54.85	54.85
01*135603	ALLIED LANDSCAPE SUPPLY	1CY SOIL- WOODLAWN	43.00	01-454-200-	43.00	1,255.72
		GLOVES, SOIL, GRASS SEED	180.72	01-454-200-	180.72	
		4CY SOIL- MASONS MILL	172.00	01-454-200-	172.00	
		4CY SOIL- MASONS MILL	172.00	01-454-200-	172.00	
		4CY SOIL- MASONS MILL	172.00	01-454-200-	172.00	
		3CY SOIL- MASONS MILL	129.00	01-454-450-	129.00	
		3CY SOIL- MASONS MILL	129.00	01-454-450-	129.00	
		3CY SOIL- MASONS MILL	129.00	01-454-450-	129.00	
		3CY SOIL- MASONS MILL	129.00	01-454-800-	129.00	
01*135604	ANNA DAVIS	REFUSE CHARGES REFUND: PERMIT	10.00	01-364-300-	10.00	10.00
01*135605	APMM	2022 ICMA PA DELEGATION DINNER	50.00	01-401-240-	50.00	50.00
01*135606	AQUA PA	0001283930128393: UMT FIRE SER	243.40	01-409-360-	243.40	243.40
01*135607	AQUA PA	0001284670128467: UMT 08/17-09	402.69	01-409-360-	402.69	402.69
01*135608	AQUA PA	0001284700128470: FITZWATERTOW	33.13	01-454-360-	33.13	33.13
01*135609	AQUA PA	0001285030128503: PILEGGI 08/1	180.82	01-454-360-	180.82	180.82
01*135610	AQUA PA	0001285100128510: LIBRARY 08/1	220.33	01-409-360-	220.33	220.33
01*135611	AQUA PA	0014793381052247: ORANGEMANS 0	164.00	01-454-360-	164.00	164.00
01*135612	AQUA PA	0025017651456955: MMP 08/16-09	345.32	01-454-360-	345.32	345.32
01*135613	AQUASCAPES UNLIMITED	POND SERVICES 07/08/22	293.00	01-454-450-	293.00	293.00
01*135614	ARDMORE TIRE, INC.	#650	180.00	01-430-330-	180.00	929.00
		SANITATION	435.00	01-430-330-	435.00	
		SANITATION	290.00	01-430-330-	290.00	
		VEHICLE OPERATING EXPENSE	24.00	01-430-330-	24.00	
01*135615	ASPHALT CARE EQUIPMENT & SUPPLIES	5 GAL PAIL WATERBASE TACK- MAS	431.55	01-454-800-	431.55	431.55
01*135616	BERGEY'S INC.	(2) SPRING	21.74	01-430-330-	21.74	21.74
01*135617	BILLOWS ELECTRIC SUPPLY INC.	(4) RED UPSIDE DOWN MARKING PA	45.60	01-430-373-	45.60	45.60
01*135618	CHAPMAN FORD OF HORSHAM	(1) SENSOR EXHAUST	33.08	01-430-330-	33.08	33.08
01*135619	CITY ELECTRIC SUPPLY	(3) MINI BREAKERS	70.29	01-430-373-	70.29	490.51
		COUNCIL ROOM, A/V UPGRADE	177.38	01-130-100-	177.38	
		LIBRARY- (2) CKT BRKR	69.34	01-409-373-	69.34	
		LIBRARY- (250) CABLE	173.50	01-409-373-	173.50	
01*135620	COLLIFLOWER INC.	(1) HOSE ASSEMBLY	291.26	01-430-330-	291.26	291.26
01*135621	COMCAST CABLE	849910141024314: MMMP 09/21-10	143.05	01-401-320-	143.05	143.05
01*135622	COMMONWEALTH OF PA.CLEAN WATER FUND	PERMITS FOR FARMSTEAD ENVIRONM	200.00	01-130-100-	200.00	200.00
01*135623	COOPER MECHANICAL SERVICES	CONFINED SPACE/PIT BACKFLOW TE	300.00	01-454-450-	300.00	300.00
01*135624	COVANTA ENERGY, LLC	09/01/22 - 09/15/22	17,949.51	01-427-365-	17,949.51	17,949.51
01*135625	DEL-VAL INTERNATIONAL	REPAIRS TO #237	5,189.12	01-430-330-	5,189.12	5,189.12

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*135626	DIANA LINEBACK	REFUND FALL FROLIC	10.00	01-367-000-	10.00	10.00
01*135627	DIANE PRICE	REFUND BULK: PERMIT 151995	30.00	01-364-300-	30.00	30.00
01*135628	DOUG SAMPSON	BOOT ALLOWANCE 2022	159.95	01-427-195-	159.95	159.95
01*135629	EUREKA STONE QUARRY, INC.	EVERETT	1,325.49	01-430-200-	1,325.49	1,975.41
		THE RED BARN	361.59	01-430-200-	361.59	
		MASIN STREET, SEASONAL	288.33	01-430-200-	288.33	
01*135630	FASTENAL COMPANY	DETECTABLE EARPG	118.12	01-430-200-	118.12	318.74
		UV BLACK CABLE TIE	141.48	01-430-330-	141.48	
		PURAFIT CORD, AG JOBBER	59.14	01-430-330-	59.14	
01*135631	FIRE FLOW SERVICES INC,	HOSE TESTING, LADDER TESTING,	3,447.50	01-411-250-	3,447.50	3,447.50
01*135632	FRED BEANS PARTS	#3510	152.47	01-430-330-	152.47	199.17
		#302	46.70	01-430-330-	46.70	
01*135633	GEORGE ALLEN PORTABLE	09/09-10/06/22 LINDEN AVE	74.00	01-454-450-	74.00	148.00
		2745 TERWOOD: 09/12-10/09/22	74.00	01-430-240-	74.00	
01*135634	GILMORE & ASSOCIATES	UMT NPDES MS4 PROGRAM: SVS THR	1,200.00	01-430-313-	1,200.00	18,191.81
		LOFTS @ DAVISVILLE: SVS THROUG	1,764.66	01-430-313-	1,764.66	
		FAIR OAKS BASIN: SVS THROUGH 0	1,590.23	01-430-313-	1,590.23	
		2321 BLAIR MILL RD: SVS THROUG	126.50	01-430-313-	126.50	
		FAIRHILL COMMONS: SVS THROUGH	9,605.99	01-430-313-	9,605.99	
		2700 TURNPIKE DRIVE: SVS THROU	135.00	01-430-313-	135.00	
		28 N. YORK RD: SVS THROUGH 09/	784.56	01-430-313-	784.56	
		3195 PENNYPACK RD: SVS THROUGH	747.50	01-430-313-	747.50	
		4121 BLAIR MILL: SVS THROUGH 0	405.00	01-430-313-	405.00	
		10-170 PARK AVE: SVS THROUGH 0	1,832.37	01-430-313-	1,832.37	
01*135635	GILMORE & ASSOCIATES, INC.	115 INMAN TERRACE: SVS THROUGH	365.13	01-430-313-	365.13	17,572.40
		2010 COUNTY LINE RD: SVS THROU	380.09	01-430-313-	380.09	
		2402 EASTON RD: SERVICES THROU	561.25	01-430-313-	561.25	
		FARMSTEAD PARK: SVS THROUGH 09	13,622.30	01-430-313-	13,622.30	
		2335 TERWOOD GRADING: SVS THRO	123.63	01-430-313-	123.63	
		1633 SYCAMORE AVE: SVS THROUGH	67.50	01-430-313-	67.50	
		624 TOPSFIELD ROAD: SVS THROUG	477.50	01-430-313-	477.50	
		1740 COUNTY LINE RD: SVS THROU	897.50	01-430-313-	897.50	
		EXECUTIVE MEWS: SVS THROUGH 09	1,077.50	01-430-313-	1,077.50	
01*135636	GILMORE & ASSOCIATES, INC.	2290 COMPUTER RD: SVS THROUGH	480.00	01-430-313-	480.00	7,117.36
		MASONS MILL PK-COURT RESURFACE	197.50	01-430-313-	197.50	
		2400 PIONEER RD: SVS THROUGH 0	400.00	01-430-313-	400.00	
		WOODLAWN SCHOOL: SVS THROUGH 0	1,423.81	01-130-100-	1,423.81	
		WGSC PAD SITE: SVS THROUGH 09/	135.00	01-430-313-	135.00	
		UMT GENERAL SERVICES: SVS THRO	3,301.80	01-430-313-	3,301.80	
		2595 MARYLAND ROAD: SVS THROUG	387.50	01-430-313-	387.50	
		0 WARREN STREET: SVS THROUGH 0	366.25	01-430-313-	366.25	
		2327 FAIRWAY RD: SVS THROUGH 0	172.50	01-430-313-	172.50	
		2425 BLAIR MILL RD: SVS THROUG	253.00	01-430-313-	253.00	
01*135637	GRANTURK EQUIPMENT CO., INC.	PARTS FOR #445	764.20	01-430-330-	764.20	764.20
01*135638	HATBORO LUMBER	(2) BENDER BOARD	15.00	01-430-200-	15.00	15.00
01*135639	HAVIS-SHIELDS EQUIP.CORP.	K9 UNIT DECALS: POLICE REPORT	168.00	01-430-330-	168.00	6,707.17
		Lights for new #400	3,761.37	01-439-740-	3,761.37	
		UNIT 3507: POLICE REPORT UM-22	2,777.80	01-430-330-	2,777.80	
01*135640	HILLARY YODER	REFUND FALL FROLIC	10.00	01-367-000-	10.00	10.00
01*135641	HOME DEPOT CREDIT SERVICES	GENERAL EXPENSE	1,260.69	01-430-240-	35.91	1,260.69

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
		MATERIALS & SUPPLIES		01-430-200-	86.28	
		GENERAL EXPENSE		01-410-240-	202.88	
		MATERIALS & SUPPLIES		01-454-200-	935.62	
01*135642	JENNIFER FLEMING	REFUSE CHARGES REFUND: PERMIT	15.00	01-364-300-	15.00	15.00
01*135643	KENNEDY CULVERT & SUPPLY CO.	(2) 18" DWALL CPLG	69.90	01-430-200-	69.90	69.90
01*135644	KIM BUCHOLSKY	PAYMENT INSTRUCTION/MATERIALS	350.00	01-452-450-	350.00	350.00
01*135645	KONECRANES, INC.	ANNUAL INSPECTION OF 2 OVERHEA	1,535.00	01-430-330-	1,535.00	1,535.00
01*135646	MAC MEDICAL GASES, INC.	100 LB PROPANE	95.00	01-430-330-	95.00	285.50
		PROPANE LOANING, PROPANE REGUL	190.50	01-430-330-	190.50	
01*135647	MARIA CAPORIZZO	RE TAX REFUNDS 2022	223.65	01-401-460-	223.65	223.65
01*135648	MC MAHON ASSOCIATES, INC.	POWER MULTI-USE PATH	1,400.00	01-430-313-	1,400.00	5,620.00
		EXECUTIVE MEWS APARTMENT	175.00	01-430-313-	175.00	
		NEW STREET LOT CONSOLIDATION	647.50	01-430-313-	647.50	
		GENERAL TRAFFIC SERVICES	1,587.50	01-430-313-	1,587.50	
		STATION AT WILLOW GROVE	262.50	01-430-313-	262.50	
		WILLOW GROVE SHOPPING CENTER R	935.00	01-430-313-	935.00	
		WILLOW GROVE SHOPPING CENTER	612.50	01-430-313-	612.50	
01*135649	MCCD-CLEAN WATER FUND	PERMITS FOR FARMSTEAD ENVIRONM	500.00	01-130-100-	500.00	500.00
01*135650	MONTGOMERY COUNTY CONSERVATION DIST	PERMITS FOR FARMSTEAD ENVIRONM	1,950.00	01-130-100-	1,950.00	1,950.00
01*135651	McMAHON TRANSPORTATION ENGINEERS	YORK ROAD ARLE PROJECT	620.50	01-430-313-	620.50	40,363.41
		BLAIR MILL ROAD- HOP DESIGN	740.00	01-430-313-	740.00	
		HOP FLOOD GATES	2,835.00	01-430-313-	2,835.00	
		YORK ROAD PEDESTRIAN AND TRAFF	2,102.50	01-430-313-	2,102.50	
		WARMINSTER ROAD SIDEWALK DESIG	6,765.00	01-430-313-	6,765.00	
		WILLOW GROVE PA TURNPIKE INTER	3,915.53	01-430-313-	3,915.53	
		MARYLAND ROAD CULVERT	19,627.38	01-430-313-	19,627.38	
		DAVISVILLE & BYBERRY	2,335.00	01-430-313-	2,335.00	
		DAVISVILLE& BYBERRY GREEN-LIGH	687.50	01-430-313-	687.50	
		UPPER MORELAND YMCA	735.00	01-430-313-	735.00	
01*135652	NFPA	GENERAL FIRE PREVENTION	270.50	01-411-340-	270.50	270.50
01*135653	PA DEPT OF LABOR & INDUSTRY	UCC CERTIFICATION RENEWAL	109.70	01-413-240-	109.70	109.70
01*135654	PACIFIC TELEMANAGEMENT SERVICES	07/01/22 AND 10/01/22 CYCLES	207.90	01-401-320-	207.90	207.90
01*135655	PECO ENERGY-PAYMENT PROCESSING	9803100409: PW 08/10-09/09/22	1,192.82	01-409-360-	1,192.82	1,192.82
01*135656	PECO ENERGY-PAYMENT PROCESSING	7947400804- LEAF PK 08/09-09/0	55.16	01-409-360-	55.16	55.16
01*135657	PENN POWER GROUP	SALT SPREADER LIGHTS	290.42	01-430-330-	290.42	290.42
01*135658	PETROLEUM TRADERS CORPORATION	995.60 GROSS	3,637.46	01-430-330-	3,637.46	32,199.36
		830.0 GROSS	3,434.70	01-430-330-	3,434.70	
		2499.90 GROSS	8,586.47	01-430-330-	8,586.47	
		1747.40 GROSS	6,807.16	01-430-330-	6,807.16	
		3001.20 GROSS	9,733.57	01-430-330-	9,733.57	
01*135659	PTC E-Z PASS CUSTOMER SERVICE	TRANSPONDER USAGE AUGUST, 2022	1,224.90	01-427-365-	1,224.90	1,224.90
01*135660	RICHELA STODDARD	REFUND WREATH MAKING- THANKSGI	30.00	01-367-000-	30.00	30.00
01*135661	RMI RADIO MAINTENANCE INC.	(1) MIRAGE ANTENNA	67.25	01-410-240-	67.25	67.25
01*135662	ROBERT CARDANO	REFUND FOR PAVILION	120.00	01-367-000-	120.00	120.00
01*135663	SEVEN WRAPS	TINT #3525	250.00	01-430-330-	250.00	330.00
		TINT # 3523	80.00	01-430-330-	80.00	
01*135664	STAPLES CREDIT PLAN	(4) OFFICE CHAIRS	774.82	01-410-240-	774.82	774.82
01*135665	STAR LAWN MOWER INC.	(3) RED MAX CABLE TWIST, (4) 4	321.42	01-454-360-	321.42	321.42
01*135666	STEPHEN & CYNTHIA CORNELY	REFUSE CHARGES REFUND: PERMIT	15.00	01-364-300-	15.00	15.00
01*135667	SYNATEK	(3) 50LB FESCUE BLEND, (4) 50L	465.00	01-454-200-	465.00	900.00

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
01*135668	T.W. REISS, INC.	(3) 2.5GAL RANGER PRO HIWAY AND P/R MOWERS	435.00 399.29	01-454-374- 01-430-330-	435.00 399.29	1,790.61
		(20) APK BLADE NOTCHED- P/R MO PARKS AND REC	423.84 68.48	01-430-330- 01-430-330-	423.84 68.48	
01*135669	TDS CONCRETE INC.	(1) 48GAL DRUM FUELMIX FARMSTEAD	899.00 564.00	01-454-374- 01-454-450-	899.00 564.00	564.00
01*135670	TRUCK PRO	FITTINGS, PLUGS, CONNECTORS PLUG, FITTINGS, CONNECTORS	448.77 197.46	01-430-330- 01-430-330-	448.77 197.46	1,071.66
		(3) FUF107 CHMBR COMBINATION	57.62 367.81	01-430-330- 01-430-330-	57.62 367.81	
01*135671	U-COMP	UNEMPLOYMENT COMPENSATION- 3RD	19,939.09	01-486-162-	19,939.09	19,939.09
01*135672	UNIFIRST CORPORATION	UNIFORM MAINTENANCE UNIFORM MAINTENANCE	390.88 390.88	01-430-191- 01-427-191-	390.88 390.88	781.76
01*135673	UPPER MORELAND HISTORICAL	CONTRIBUTION 2022	2,000.00	01-401-520-	2,000.00	2,000.00
01*135674	VERIZON WIRELESS	HR TIME CLOCKS 08/17-09/16/22	3,592.00 3,021.30	01-401-450- 01-401-320-	3,592.00 3,021.30	6,613.30
01*135675	WEBROOT	Webroot End Point Protection A Webroot DNS Protection Annual	4,282.30	01-401-320- 01-401-320-	2,379.30 1,903.00	4,282.30
01*135676	WITMER PUBLIC SAFETY GROUP	(2) LIEUTENANT BADGES (6) 3D LEATHER GLOVE (1) CAPTAIN BADGE	160.00 717.00 71.00	01-415-200- 01-411-242- 01-415-200-	160.00 717.00 71.00	948.00
01*135677	WORKPLACE CENTRAL	MATERIAL & SUPPLIES MATERIAL & SUPPLIES	156.62 33.72	01-410-200- 01-401-200-	156.62 33.72	190.34
04*9494	PALLADIN TOUR & TRAVEL	DEPOSIT FOR TROPICANA TRIP 03/	250.00	04-384-100-	250.00	250.00
04*9495	SAFETY BUS	DEPOSIT FOR BUS TRIP TO TROPIC	200.00	04-384-100-	200.00	200.00
04*9496	ALEX LEVY, PETTY CASHIER	DRIVER TIP FOR GAC TRIP TO/FRO	120.00	04-384-100-	120.00	120.00
04*9497	ARLENE SHEVCHIK	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9498	BETTY FAGAN	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9499	ELAINE SUSKIE	REFUND FOR GAC MOHEGAN SUN/MT.	470.00	04-384-100-	470.00	470.00
04*9500	LORI MOMORELLA	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9501	MIKE MOLITORIS	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9502	PATRICIA HOLLABAUGH	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9503	PENN'S PEAK, LLC	BALANCE FOR GAC TRIP EVERLY BR	1,874.00	04-384-100-	1,874.00	1,874.00
04*9504	PERKIOMEN TOURS	PAYMENT FOR GAC BUS TRIP 10/18	1,156.00	04-384-100-	1,156.00	1,156.00
04*9505	PHYLLIS WARD	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9506	RITA DENNY	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9507	RUTH WALLACE	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9508	VERONICA McINTYRE	REFUND FOR GAC MOHEGAN SUN/MT.	235.00	04-384-100-	235.00	235.00
04*9509	PIAZZA MANAGEMENT COMPANY	ESCROW RETURN	287,771.40	04-389-103-	287,771.40	287,771.40
04*9510	PIAZZA MANAGEMENT COMPANY	RETURN - PROFESSIONAL SERVICE	2,500.00	04-388-100-	2,500.00	2,500.00
23*135480	RICOH USA, INC.	09/15-10/14/22 RENTAL PERIOD	45.55	23-471-600-	45.55	45.55
23*135481	WILLOW GROVE FIRE COMPANY	REIMBURSEMENT FOR LOAN PAYMENT	965.26	23-471-300-	965.26	965.26
23*135599	RICOH USA, INC.	09/01-09/30/22 LEASE	1,637.52	23-471-600-	1,637.52	1,637.52
35*3027	CENIVIVA'S PAVING & CONCRETE	TRUCK RENTAL FOR PAVING TRUCK RENTAL FOR PAVING	4,600.00 1,840.00	35-439-210- 35-439-210-	4,600.00 1,840.00	6,440.00
35*3028	EUREKA STONE QUARRY, INC.	SEASONAL SEASONAL	21,847.93 19,845.67	35-439-210- 35-439-210-	21,847.93 19,845.67	41,693.60
35*3029	PECO ENERGY - PAYMENT PROCESSING	0344040115- 744 LUMINARIES 08/	10,921.08	35-434-361-	10,921.08	10,921.08
35*3030	PECO ENERGY-PAYMENT PROCESSING	0540400109- 2 LUMINARIES 07/29	81.36	35-434-361-	81.36	81.36
35*3031	CITY ELECTRIC SUPPLY	(4) DP WP BOX	15.75	35-434-240-	15.75	192.49

CHECK NUMBER	PAYEE	DESCRIPTION	INV AMOUNT	ACCOUNT NUMBER	AMOUNT	CHECK AMOUNT
		(4) ALUM BLANK COV, (1) STAPLE	62.40	35-434-240-	62.40	
		WIRE DISPENSER, (2) SPLIT BOLT	114.34	35-434-240-	114.34	

GRAND TOTAL OF CHECKS = 1,130,551.88

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION R-2022-30

A RESOLUTION BY THE UPPER MORELAND TOWNSHIP BOARD OF COMMISSIONERS APPOINTING MEMBERS TO THE UPPER MORELAND TOWNSHIP ZONING HEARING BOARD.

WHEREAS, The Pennsylvania Municipalities Planning Code, Act 247 of 1968, as reenacted and amended, requires that members of the Upper Moreland Township Zoning Hearing Board be appointed by Resolution of the Upper Moreland Township Board of Commissioners; and

WHEREAS, current Zoning Hearing Board Member Raymond Fox, Jr. resigned his position as Alternate Zoning Hearing Board Member and was appointed by the Board of Commissioners via Resolution No. 2022-27 on August 1, 2022, to serve the remainder of the term of Member Francis J. Calter; and

WHEREAS, the Board of Commissioners now desires to appoint Sandra Richmond to fill the alternate member vacancy left by Raymond Fox, Jr. to the Upper Moreland Township Zoning Hearing Board and to serve the remainder of his term.

NOW, THEREFORE, BE IT RESOLVED, by the Upper Moreland Township Board of Commissioners that the following member is hereby appointed to the Upper Moreland Township Zoning Hearing Board, for the specified term and position:

1. Sandra Richmond, Alternate Member
Appointment: 10/3/2022
Term Expiration: 12/31/2023 (remainder of term of Raymond Fox, Jr.)

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 3rd day of October, 2022.

ATTEST:

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS**

Matthew H. Candland, Secretary

Clifton McFatridge, President

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP MCFATRIDGE

President

CHERYL LOCKARD

Vice President

ANTHONY S. PROUSI

NICHOLAS O. SCULL

KEVIN C. SPEARING

R. SAMUEL VALENZA

CHARLES M. WHITING



OFFICIALS

MATTHEW H. CANDLAND

Township Manager

RANDALL K. SCHAIBLE

Assistant Township Manager/
Director of Finance

ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Finance & Administration Committee Meeting - September 26, 2022 Regular Meeting – October 3, 2022

- Agenda Item:** Traffic Impact Fee Adjustment
- Recommended Action:** The Transportation Impact Advisory Committee's recommendation of an increase to the traffic impact fee and a motion to advertise the public meeting to consider adoption of the amended ordinance at the November 14, 2022 Regular Meeting (attachment)
- Background/Analysis:** The Township adopted a Traffic Impact Fee ordinance in July 2017 which established a traffic impact fee of \$1,904 per "new" weekday afternoon peak hour trip.
- Based upon the current state law, which governs the enactment and administration of transportation impact fees, the Township may recalculate based upon the construction cost index as published in the *American City/County Magazine* or the *Engineering News Record* magazine.
- Based upon the construction cost index, the resultant increase is 17.58% or **\$334.72**, updating the Township's transportation impact fee to **\$2,238.72 per "new" afternoon peak hour trip.**
- The Finance and Administration Committee considered this topic at its Sept. 26, 2022 meeting and recommended approval.
- Fiscal Impact/Source:** There is no cost to the Township.
- Alternatives:** Maintain the current impact fee.
- Attachments:** June 21, 2022 Memo from the Township Traffic Engineer and Transportation Impact Advisory Committee meeting minutes.
- Prepared by:** Anton Kuhner, Township Traffic Engineer
Matt Candland, Township Manager
- Committee Recommendation:** At the September 19, 2022 Community Development Committee meeting, the Committee recommended that the Board of Commissioners approve the fee adjustment at their October 3, 2022 Regular Meeting.



MEMORANDUM

TO: Matthew Candland, Manager
Upper Moreland Township

FROM: Anton Kuhner, P.E., PTOE
Chad Dixon, AICP, PP

DATE: January 7, 2022
Revised June 21, 2022

SUBJECT: Transportation Impact Fee Adjustment

Based upon the current state law, which governs the enactment and administration of transportation impact fees, the Township may request its Transportation Impact Fee Advisory Committee to review the impact fee charges within the Township. The proposed transportation improvement costs may be recalculated based upon the construction cost index as published in the *American City/County Magazine* or the *Engineering News Record* magazine. Since your impact fee was adopted in July 2017, McMahon recommends that the Committee review the information below for consideration in recalculating the impact fee charge.

The current impact fee for Upper Moreland Township is \$1,904 per “new” weekday afternoon peak hour trip. Below is a chart indicating the prior and most recent Construction Cost Index (CCI) values as published by the *Engineering News Record* magazine.

	July 2017	June 2022
Construction Cost Index (CCI)	12,951	15,228

A comparison of the CCI’s identified above indicates that an increase in the index of 17.58% has occurred over the past 5 years. Applying this percent change to the existing impact fee established in 2017 would result in an increase of **\$334.72**, updating the Township’s transportation impact fee to **\$2,238.72 per “new” afternoon peak hour trip**.

McMahon recommends that the Township consider approving the updated transportation impact fee, based upon the construction cost indices of today, and calculating costs since the time of inception to implement your capital transportation improvements. If the Township decides to move forward, we can provide further information on the specific steps required to adopt the revised impact fee. If you have any questions, please do not hesitate to contact one of us.

BMJ/CED

I:\eng\UPPERMO1\0_806056 - General Traffic Services\Correspondence\Out\Township\2022-06-21 Impact Fee Adjustment per CCI.docx

MEETING MINUTES

**Transportation Impact Advisory Committee
Upper Moreland Township Act 209 Study Update
Montgomery County, PA**

Meeting Date – June 21, 2022

Attendees:

Fred Betz, Jr.
James Patrick Lee, Sr.
Brian Shannon
Peter Bleim
Tom Winterberg
Matthew Candland, Township Manager
Anton Kuhner, McMahon, a Bowman Company

- A meeting was held for the Transportation Impact Advisory Committee meeting to consider an adjustment to the Traffic Impact Fee.
- The group reviewed the Traffic Impact Fee approved in May 2017. The traffic impact fee is currently \$1,904 per new afternoon peak hour trip.
- Anton reviewed the Act 209 law with the committee in respect to acceptable justifications for adjustments to the traffic impact fee. An adjustment based upon the Construction Cost Index is applicable. The Act 209 law requires that the Construction Cost Index change must be calculated from either *American City/County Magazine* or the *Engineering News Record*.
- The committee reviewed the Construction Cost Index change as identified in the *Engineering News Record*. The change in the index results in a 17.58% increase from the initial adoption date of the impact fee to June 2022. As a result, the impact fee would be increased to \$2,238.00.
- The committee discussed the increase to the impact fee and all members in attendance agreed to recommend to the Board of Commissioners to increase the traffic impact fee to \$2,238.00.

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

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Township Manager

RANDALL K. SCHAIBLE

*Assistant Township Manager/
Director of Finance*

ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Finance and Administration Committee Meeting - September 26, 2022 Regular Meeting - October 3, 2022

Agenda Item: Kilkenney Law LLC 2023 Engagement Fee

Recommended Action: Approve proposed rate increase

Background/Analysis: Our solicitor Kilkenney Law LLC has provided the township with an engagement letter for 2023 with an hourly rate of \$165.00. This is a \$5.00 per hour increase from the 2022 rate. This increase is 3% above the 2022 rate.

The Finance and Administration Committee considered this topic at its Sept. 26, 2022 meeting and recommended approval.

Fiscal Impact/Source: A small increase in our legal fees

Alternatives: N/A

Attachments: Engagement letter

Prepared by: Randy Schaible

Committee Recommendation: Approve Rate Increase



519 Swede Street • Norristown, PA 19401
(484) 679-8150

SEAN P. KILKENNY, ESQUIRE
Direct Dial: 484-679-8153
sean@skilkennylaw.com

August 26, 2022

Matt Candland, Township Manager
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Re: Engagement Letter for Legal Services

Dear Mr. Candland,

Please allow this letter to express our interest in serving as Township Solicitor of Upper Moreland Township for calendar year 2023. In accordance with the applicable provisions of the Pennsylvania Rules of Professional Conduct, this letter is intended to set forth our agreement concerning our representation of you. Furthermore, this letter will confirm the terms upon which law firm will serve as legal counsel to you and provide information about our fees.

For all work undertaken during 2023, the Township will pay Kilkenny Law, LLC One Hundred Sixty-Five Dollars (\$165.00) per hour.

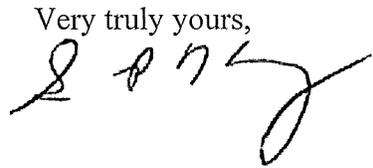
After (1) one calendar year, the Board of Commissioners will review these rates and may consider applicable adjustments in compensation based on inflation or merit as it may see fit. We may, from time to time, recommend that specialized litigation or labor matters be referred to outside counsel upon a majority vote of the Board of Commissioners.

We will keep you advised of the time devoted to all matters. Our normal practice is to bill clients on a monthly basis. The Township will not be billed for secretarial time nor will the Township be charged for any travel between our offices and the Township Building. All invoices from our office will specify dates, nature or service, and members of our firm involved in the representation. Our bills also contain amounts designated as costs. These expenses include filing fees, process server fees, transcripts, postage charges, computer research charges, overnight delivery charges, large copy and/or fax jobs, long distance charges and similar expenses. We generally advance minor expenses but typically ask clients to advance larger disbursements such as court reporter fees for depositions, travel expenses and the like.

If you choose to discontinue using this firm's services, we will provide any files in our possession upon request. If you do not make a request to take custody of any files, we will retain the file for what we consider to be a reasonable period; at the expiration of which, your file will be disposed of without further notice to you. Our current policy is to dispose of all files seven (7) years after termination of our engagement or completion of the matter, and you agree that we may do so.

Our firm is committed to providing legal services promptly and efficiently and in accordance with the highest legal and ethical standards. On behalf of the firm, I wish to thank the Township for offering us this opportunity to be of service.

If the Board of Commissioners consents to our representation under the terms outlined in this letter, we would request that you and the President of the Board of Commissioners countersign this letter and return it to us.

Very truly yours,


SEAN KILKENNY

AGREED AND ACCEPTED:

President of the Board of Commissioners

Matt Candland, Township Manager

Date

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

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ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Finance & Administration Committee – September 26, 2022 Regular Meeting - October 3, 2022

- Agenda Item:** 2023 Capital Purchase Van, Parks
- Recommend Action:** Move to purchase the van now, and not wait until 2023
- Background/Analysis:** In the current five-year Capital Improvement Plan, the BOC approved the purchase of a new van for the Parks and Recreation Department in 2023. We have been informed (in August), that the price for this van will be going up 20% in the near future. That would raise the cost of the van by \$6,000 if we wait. Prices may have already gone up – we are waiting on a response from the van provider.
- Fiscal Impact/Sources:** Township capital funds are used for this purchase. Purchasing the van now will result in \$6,000 in savings. This savings results from the difference between purchasing the van for \$30,000 now or purchasing it later for \$36,000
- Alternatives:** N/A
- Attachments:** Proposal from dealer
- Prepared by:** Patrick Stasio, Director of Parks and Recreation
- Committee Recommendation:** At the September 26, 2022 meeting of the Parks and Recreation Committee, the Committee recommends the Board of Commissioner, at its October 3, 2022 meeting, approve the purchase of the van now and not wait until 2023.



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

2023

ADD 20%

Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155"



COSTARS™ ★★★★★★

Pennsylvania Department of General Services



Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (✔ Complete)

Standard Equipment

Package

Power Convenience Package includes (A31) power windows and (AU3) power door locks

Mechanical

Engine, 4.3L V6 with Direct Injection and Variable Valve Timing, includes aluminum block construction (276 hp [206 kW] @ 5200 rpm, 298 lb-ft of torque [404 Nm] @ 3900 rpm) (STD) (Reference the Engine/Axle page for availability.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking, Powertrain Grade Braking and Tap-Up/Tap-Down Driver Shift Control (STD) (Requires (LV1) 4.3L gas V6 engine. Reference the Engine/Axle page for availability.)

Body, standard (STD)

GVWR, 8600 lbs. (3901 kg) (Reference the Engine/Axle page for availability.)

Rear axle, 3.42 ratio (Reference the Engine/Axle page for availability.)

Rear wheel drive

Cooling, external engine oil cooler (Not available with (LWN) 2.8L Duramax Turbo-Diesel engine.)

Battery, 600 cold-cranking amps, maintenance-free with rundown protection and retained accessory power

Alternator, 105 amps (Not available with (Y3H) Paratransit Package, (C69) rear air conditioning, (9L7) Wiring junction block equipment accessory or (LWN) 2.8L Duramax Turbo-Diesel engine.)

Frame, full-length box ladder-type

Suspension, front independent with coil springs and stabilizer bar

Suspension, rear hypoid drive axle with multi-leaf springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc

Fuel tank capacity, mid-frame and approximately 31 gallons (117.3L)

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Door, swing-out passenger-side, 60/40 split (STD)

Wheels, 4 - 16" x 6.5" (40.6 cm x 16.5 cm) steel includes Gray center caps and steel spare

Tire, spare LT245/75R16E all-season, blackwall located at rear underbody of vehicle (STD)

Tires, front LT245/75R16E all-season, blackwall

Tires, rear LT245/75R16E all-season, blackwall

Bumpers, front and rear painted Black with step-pad

Headlamps, dual halogen composite

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (✔ Complete)

Exterior

Mirrors, outside heated power-adjustable, Black, manual-folding

Glass, Solar-Ray light-tinted, all windows

Wipers, front intermittent wet-arm with pulse washers

License plate kit, front

Entertainment

Audio system, AM/FM stereo with MP3 player seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers (STD) (Not available with (U2K) SiriusXM Radio or (WP9) Communications Package.)

Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket with vinyl trim and head restraints, includes inboard armrests (STD) (Requires (**W) interior trim.)

Seating arrangement, driver and front passenger high-back buckets, with head restraints and vinyl or cloth trim (STD) (Not available with (AJ3) driver-side only frontal airbag.)

Console, engine cover with open storage bin

Floor covering, full-length Black rubberized-vinyl (Not available with (RFM) rear floor covering delete or (PCH) Hotel Shuttle Package.)

Steering wheel, steel sleeve column with theft-deterrent locking feature, Black

Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure

Oil life monitor

Warning tones, headlamp on and key-in-ignition

Driver Information Center includes fuel range, average speed, oil life, tire pressure monitoring, fuel used, ice warning, engine hours, average fuel economy, tachometer, and maintenance reminders. Compass and outside temperature available if equipped.

Door locks, power with lock-out protection (Included with (ZQ2) Power Convenience Package. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)

Windows, power (Included with (ZQ2) Power Convenience Package.)

Tow/haul mode selector, instrument panel-mounted

Theft-deterrent system, vehicle, PASS-Key III

Power outlets, 2 auxiliary on engine console cover with covers, 12-volt

Power outlet, 120-volt

Air conditioning, single-zone manual

Defogger, side windows

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Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (✓ Complete)

Interior

Cup holders, 3 on the engine console cover

Trim panels, hinged rear side doors and hinged rear doors (Not available with (Y3H) Paratransit Package.)

Mirror, inside rearview includes Rear Vision Camera display

Headliner, cloth, over driver and passenger

Visors, driver and front passenger, vinyl

Assist handles, driver and right-front passenger

Lighting, interior with 4 dome lights 1 overhead and 3 LED's on cross members in cargo area, includes defeat switch and door handle-activated switches

Cargo tie-downs 6 D-ring attachments on cargo area floor (Not available with (Y3H) Paratransit Package or (ZP6) 5-passenger Express Crew Van.)

Chevrolet Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Brake/transmission shift interlock, for automatic transmissions

Hill Start Assist

StabiliTrak, traction assistance and vehicle stability enhancement system

Safety-Exterior

Door beams, steel-side

Daytime Running Lamps

Safety-Interior

Airbags, frontal, front driver and right front passenger (Includes passenger-side airbag deactivation switch. Included with (ZX2) driver and right front passenger high-back bucket seats or (ZP6) 5-passenger Express Crew Van Package. Not available with (ZX1) driver only high-back bucket seat or (AJ3) driver-side only frontal airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbags, seat-mounted side-impact for driver and right-front passenger and roof-rail mounted head-curtain for 1-row coverage with (ZX1) driver only high-back bucket seat or (ZX2) driver and right-front passenger high-back bucket seats, and 2-row coverage with (ZP6) 5-passenger Express Crew Van Package (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Not available with (AJ3) driver only airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Not available with (UXZ) radio provisions only. Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera display integrated into rearview mirror (Display included with (DRJ) inside rearview mirror.)

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Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (✔ Complete)

Safety-Interior

Tire Pressure Monitoring System (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CG23705	2022 Chevrolet Express Cargo Van RWD 2500 155"	\$34,900.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

BODY CODE

CODE	DESCRIPTION	MSRP
ZW9	Body, standard	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8	\$1,695.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00

SIDE DOOR

CODE	DESCRIPTION	MSRP
E24	Door, swing-out passenger-side, 60/40 split	\$0.00

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Whitmoyer Auto Group

Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Van Preferred Equipment Group	\$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZLP	Tire, spare LT245/75R16E all-season, blackwall	\$0.00

PAINT SCHEME

CODE	DESCRIPTION	MSRP
ZY1	Paint, solid	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR7	Seats, front bucket with vinyl trim	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
93W	Medium Pewter, Vinyl Seat Trim	\$0.00

SEATING ARRANGEMENT

CODE	DESCRIPTION	MSRP
ZX2	Seating arrangement, driver and front passenger high-back buckets,	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
U0H	Audio system, AM/FM stereo with MP3 player and USB port	\$150.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ZQ3	Driver Convenience Package	\$395.00

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Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Differential, heavy-duty locking rear	\$325.00
KG4	Alternator, 150 amps	\$75.00
UY7	Trailer provisions, trailing wire harness only	Inc.
Z82	Trailer equipment, heavy-duty	\$280.00

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
U2K	SiriusXM Radio	Inc.
UPF	Bluetooth for phone, personal cell phone connectivity to vehicle audio system	\$50.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
ATG	Remote Keyless Entry	\$175.00
DAA	Visors, driver and front passenger, vinyl	\$0.00
K34	Cruise control	\$0.00
NP5	Steering wheel, leather-wrapped	\$185.00
USR	Audio system feature, USB port	Inc.
UTJ	Theft Alarm Notification	Inc.
W1Y	Steering wheel controls, mounted audio controls	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	MSRP
UD7	Rear Park Assist	\$295.00
Options Total		\$3,625.00

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Cody Stewart | 717-653-8183 | whitmoyerautogroup@live.com

Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$34,900.00
Total Options	\$3,625.00
Vehicle Subtotal	\$38,525.00
Destination Charge	\$1,695.00
Grand Total	\$40,220.00

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Vehicle: [Fleet] 2022 Chevrolet Express Cargo Van (CG23705) RWD 2500 155" (✔ Complete)

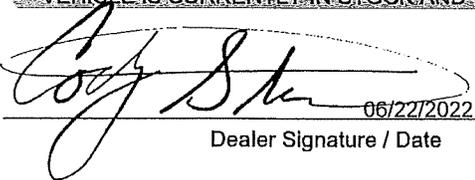
Quote Worksheet

	MSRP
Base Price	\$34,900.00
Dest Charge	\$1,695.00
Total Options	\$3,625.00
Subtotal	\$40,220.00
Adrian Steel Shelving (Bulkhead and Shelving Units)	\$3,500.00
Discount as per COSTARS 25-163	(\$7,520.00)
Subtotal Pre-Tax Adjustments	(\$4,020.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$36,200.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$36,200.00

Comments:

Your cost to purchase a 2023 Chevrolet Express 2500 Extended Length Cargo Van. This vehicle will be washed, fueled, and delivered to your location. Thank you so much for your time and the continued opportunity to earn your business!

*****VEHICLE IS CURRENTLY IN STOCK AND WILL BE READY PROMPTLY FOLLOWING PURCHASE APPROVAL*****


 06/22/2022
 Dealer Signature / Date

 Customer Signature / Date



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GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

September 27, 2022

File No. 15-09070

Paul Purtell, Code Enforcement Director
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Reference: 91 N. York Road
Station at Willow Grove (JERC Partners)
Conditional Use Review

Dear Paul:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the submitted Conditional Use Application for the above-referenced project.

Upon review, there are no site related improvements proposed and we understand the Applicant's request is to allow for Office Use within the building where Retail was previously approved by the Board. As such, we have no objection to the proposal as this is ultimately a Board of Commissioners decision.

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

Sincerely,

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

JJH/

cc: Mathew Candland, Township Manager
Sean Kilkenny, Esq., Township Solicitor
Kim Flanders, RLA, McCloskey & Faber, PC
Chad Dixon, P.E., McMahon & Associates
Andrew Freimuth, Esq., Wisler Pearlstine, LLP

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Telephone (215) 659-3100 / Fax (215) 659-7363

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MATTHEW H. CANDLAND

Township Manager

RANDALL K. SCHAIBLE

Assistant Township Manager/

Director of Finance

ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Finance and Administration Committee Meeting – September 26, 2022 Regular Meeting - October 3, 2022

Agenda Item:	Fire Alarm Change Orders
Recommended Action:	Ratify the change order for 117 antenna, approve the Public Works bunk room change order.
Background/Analysis:	These change orders address adding an extended antenna to the alarm at 117 Park, and to add the required detectors/strobes to the Public Works bunk room. The antenna is required for reliable communications at 117 Park, and the bunk room additions are required to pass the fire inspection.
Fiscal Impact/Source:	\$ 5,740 – Building Maintenance Account.
Alternatives:	There are no alternatives, these changes are required.
Attachments:	Two change orders.
Prepared by:	Matthew Hocker
Committee Recommendation:	At the September 26, 2022 Finance and Administration Committee meeting, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.



433 Industrial Drive
North Wales, PA 19454

215-641-0100 Phone
215-641-9638 Fax

info@keystonefire.com
www.keystonefire.com

August 1, 2022

Matthew Hocker
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Phone: (267) 607-1080
Fax: (215) 778-2670

Our Proposal No. 22-2371

SUBJECT: Central Station Antennae Extension

Reference: 75' Antennae Extension

Dear Matthew:

Pursuant to our recent visit to your site, we are pleased to provide the following proposal to make repairs to your Central Station, as more fully described below.

Scope of Work -

Our work will consist of the following:

- Customer is getting loss of central polling troubles due to signal issues with their Starlink dialer.
- We will supply and install a 75' antennae to rectify the situation.
- Once the new antennae is installed we will test the signal to ensure it is able to send the proper signals to the monitoring company.

We propose to perform the above-described scope of work in a workmanlike manner for a total price of

..... **\$1,435.00**

TERMS AND CONDITIONS

1. All terms per Company "Installation Terms and Conditions", included with this proposal on a separate sheet.
2. All labor required for installation, testing or supervision, unless otherwise specified, to be performed during normal work day and work week by Company qualified non-union labor. Normal hours are 7:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays.
3. Quoted prices do not include any taxes, license, permit, plan review, professional engineering stamps, export duties, or other governmental fees or assessments, unless specifically so stated. If obtained by Company, these direct costs will be itemized and added to the proposal price contained herein.



4. Company is an "open shop" (non-union) contractor. Our proposal price, unless otherwise specified, is predicated upon using Company qualified non union labor for installation, testing and/or supervision. Should it be determined for any reason that union labor is required to perform/complete aforementioned work, the Customer will be responsible to pay for all differential labor costs, including, if required, Company supervisory labor. Under such circumstances, no work will commence/resume prior to receipt of Customer-approved change order.
5. System will be impaired during the performance of the work. Quoted price does not include the cost to provide fire watch.
7. Our payment terms are Net 20 days of invoice date. Open credit is subject to prior credit approval and good account standing at the time of your order. We request that you complete the enclosed credit application and return it to our office promptly.

Due to supply chain and material pricing volatility, this proposal is valid for 30 days from date of proposal.

Should there be any questions or comments regarding this proposal, please do not hesitate to contact the undersigned. We thank you for the opportunity to present this proposal and look forward to being of further service to you.

Very truly yours,

KEYSTONE FIRE AND SECURITY

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Acceptance of Proposal

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s) requiring a signature, you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a dated, countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER

Signature

Printed Name

_____ Date

Email Address

P. O. No.

KEYSTONE FIRE AND SECURITY

Signature

Printed Name

Title

Date



**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Pye Barker Fire & Safety, LLC d/b/a Keystone Fire and Security ("Company").
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation ("System") and/or equipment ("Equipment") identified in the Proposal.
3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company's warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **EQUIPMENT RETURNS.**
 - a. Stock Items. All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
 - b. Special Orders. Specially ordered and "non-stock" Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
 - c. Warranty Returns. Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer's repair department.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer's location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by, among other items, unforeseen difficulties, delays in obtaining materials and/or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of the Agreement.
7. **APPROVAL AND PERMITS.** Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
8. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale. In the event Customer loses its tax exempt status, Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.
9. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.

**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

10. **TERMINATION.** Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.

11. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.

12. **FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

13. **LIMITATION OF LIABILITY.**

A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.

B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement including the provision of Services or failure to perform services under this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 13 B. shall be limited to the fees paid for the particular location giving rise to any claim.

14. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**

A. Company warrants that all Services and installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.

B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.

15. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

16. **TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section.

17. **INDEMNIFICATION.** Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or in association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith.

This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

18. **WAIVER OF SUBROGATION.** It is understood that Company is not an insurer and that insurance shall be obtained by Customer to protect the premises where Services are to be performed (the "premises"), the Work that is the subject of this Agreement, and to protect the property of Customer and others within the premises as well as to protect all persons within the premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer's premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer's insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer's insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment.

19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

21. **HAZARD TO PERSONNEL.** Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

22. **INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

23. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

24. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

25. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.

26. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

27. **SERVICES NOT INCLUDED.**

a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.

b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.

c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.

d. Company will not insulate or provide freeze protection of any kind for wet components of the System(s) or Equipment that require such protection. Freeze protection is entirely the obligation of Customer and the professionals providing such services, e.g. insulators, HVAC companies etc, retained by Customer.

e. No provision to exhaust any discharged agent is included in this Agreement.

f. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

28. **MISCELLANEOUS.**

a. Entire Agreement; Modifications. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order or addendum of Customer issued in connection with this Agreement at the time of entering into the Agreement of thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated agreed to in writing by an authorized representative of Company and shall be of no force or effect.



**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

No modification of the indemnification, waiver of subrogation or limitation of liability provisions ("scope of liability provisions") shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions. No modification of this Agreement shall be binding unless made in writing and signed by both parties.

b. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

c. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.

d. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.

e. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire and Security, 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.

f. Assignment; Binding Effect. This Agreement and/or any claims arising out of this Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.

g. No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.

h. Waiver of Jury Trial. *The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.*

i. Attorneys' Fees. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation, enforcement of or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company or, in a matter initiated by Company, Company received some or all of the relief sought. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

j. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.

k. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.

l. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION



433 Industrial Drive
North Wales, PA 19454

215-641-0100 Phone
215-641-9638 Fax

info@keystonefire.com
www.keystonefire.com

July 27, 2022

Matthew Hocker
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Phone: (267) 607-1080
Cell: (215) 778-2670

Our Proposal No. 22-2318

SUBJECT: Fire Alarm System Change Order

Reference: Public Works Building

Dear Matthew:

Pursuant to our recent inspection of your facility, we are pleased to provide the following proposal to make repairs to your Fire Alarm System, as more fully described below.

Scope of Work -

Our work will consist of the following:

- We will supply and install (1) Monitor Module that will monitor the new tamper switch that we will install on the control valve for the sprinkler system in the break room.
- We will supply and install (1) Monitor Module that will monitor the new tamper switch that we will install on the control valve for the sprinkler system in the break room.
- Supply and install (1) CO (Carbon Monoxide) detector in the existing base in the bunk room.
- Supply a tamper switch for installation in the bunk room after the tee for the water feed. Others will install the copper fittings and the tamper switch.
- We will supply and install (1) Monitor Module that will monitor the new flow switch that will be installed in the bunk room to monitor the sprinkler system.
- We will supply and install (1) weatherproof horn strobe for notification of the sprinkler system activation.
- Supply and install (1) water gauge for the sprinkler system in the bunk room to replace the unit that is over 5-years of age.

We propose to perform the above-described scope of work in a workmanlike manner for a total price of

..... **\$4,302.83**

TERMS AND CONDITIONS

1. All terms per Company "Installation Terms and Conditions", included with this proposal on a separate sheet.



2. All labor required for installation, testing or supervision, unless otherwise specified, to be performed during normal work day and work week by Company qualified non-union labor. Normal hours are 7:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays.
3. Quoted prices do not include any taxes, license, permit, plan review, professional engineering stamps, export duties, or other governmental fees or assessments, unless specifically so stated. If obtained by Company, these direct costs will be itemized and added to the proposal price contained herein.
4. Company is an "open shop" (non-union) contractor. Our proposal price, unless otherwise specified, is predicated upon using Company qualified non union labor for installation, testing and/or supervision. Should it be determined for any reason that union labor is required to perform/complete aforementioned work, the Customer will be responsible to pay for all differential labor costs, including, if required, Company supervisory labor. Under such circumstances, no work will commence/resume prior to receipt of Customer-approved change order.
5. System will be impaired during the performance of the work. Quoted price does not include the cost to provide fire watch.
6. Our payment terms are Net 20 days of invoice date. Open credit is subject to prior credit approval and good account standing at the time of your order. We request that you complete the enclosed credit application and return it to our office promptly.

Due to supply chain and material pricing volatility, this proposal is valid for 30 days from date of proposal.

Should there be any questions or comments regarding this proposal, please do not hesitate to contact the undersigned. We thank you for the opportunity to present this proposal and look forward to being of further service to you.

Very truly yours,

KEYSTONE FIRE AND SECURITY

R. Mark Smith

R. Mark Smith
Sales Advisor

Acceptance of Proposal

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s) requiring a signature, you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a dated, countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER

Signature

KEYSTONE FIRE AND SECURITY

R. Mark Smith

Signature

R. Mark Smith



Printed Name _____

Title

Date

Email Address

P. O. No.

Printed Name

Sales Advisor

Title

7/28/22

Date

**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Pye Barker Fire & Safety, LLC d/b/a Keystone Fire and Security ("Company").
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation ("System") and/or equipment ("Equipment") identified in the Proposal.
3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company's warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **EQUIPMENT RETURNS.**
 - a. Stock Items. All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
 - b. Special Orders. Specially ordered and "non-stock" Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
 - c. Warranty Returns. Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer's repair department.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer's location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by, among other items, unforeseen difficulties, delays in obtaining materials and/or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of the Agreement.
7. **APPROVAL AND PERMITS.** Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
8. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale. In the event Customer loses its tax exempt status, Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.
9. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.



**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

10. **TERMINATION.** Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.
11. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.
12. **FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.
13. **LIMITATION OF LIABILITY.**
- A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.
- B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement including the provision of Services or failure to perform services under this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 13 B. shall be limited to the fees paid for the particular location giving rise to any claim.
14. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**
- A. Company warrants that all Services and installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.
- B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.
15. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.
16. **TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section.
17. **INDEMNIFICATION.** Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or in association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith.
- This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.



**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

18. **WAIVER OF SUBROGATION.** It is understood that Company is not an insurer and that insurance shall be obtained by Customer to protect the premises where Services are to be performed (the "premises"), the Work that is the subject of this Agreement, and to protect the property of Customer and others within the premises as well as to protect all persons within the premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer's premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer's insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer's insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment.
19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
20. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
21. **HAZARD TO PERSONNEL.** Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.
22. **INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.
23. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.
24. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.
25. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.
26. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.
27. **SERVICES NOT INCLUDED.**
- a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.
 - b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.
 - c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - d. Company will not insulate or provide freeze protection of any kind for wet components of the System(s) or Equipment that require such protection. Freeze protection is entirely the obligation of Customer and the professionals providing such services, e.g. insulators, HVAC companies etc, retained by Customer.
 - e. No provision to exhaust any discharged agent is included in this Agreement.
 - f. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
28. **MISCELLANEOUS.**
- a. Entire Agreement; Modifications. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order or addendum of Customer issued in connection with this Agreement at the time of entering into the Agreement of thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated agreed to in writing by an authorized representative of Company and shall be of no force or effect.

**KEYSTONE FIRE AND SECURITY
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

No modification of the indemnification, waiver of subrogation or limitation of liability provisions ("scope of liability provisions") shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions. No modification of this Agreement shall be binding unless made in writing and signed by both parties.

- b. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- c. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- d. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.
- e. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire and Security, 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.
- f. **Assignment; Binding Effect.** This Agreement and/or any claims arising out of this Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.
- g. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- h. **Waiver of Jury Trial.** *The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.*
- i. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation, enforcement of or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company or, in a matter initiated by Company, Company received some or all of the relief sought. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.
- j. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.
- k. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- l. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

END OF SECTION

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP McFATRIDGE

President

CHERYL LOCKARD

Vice President

ANTHONY S. PROUSI

NICHOLAS O. SCULL

KEVIN C. SPEARING

R. SAMUEL VALENZA

CHARLES M. WHITING



OFFICIALS

MATTHEW H. CANDLAND

Township Manager

RANDALL K. SCHAIBLE

*Assistant Township Manager/
Director of Finance*

ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Finance and Administration Committee Meeting – September 26, 2022 Regular Meeting - October 3, 2022

- Agenda Item:** Library Bathroom Change order
- Recommended Action:** Approve the cost increase for work in the Library restrooms
- Background/Analysis:** The Board of Commissioners approved funding to renovate the restrooms at the Library earlier this year. Much of this work has been performed, however the bathroom stall partitions are in need of either repainting or replacement. Based on our research, repainting is the most cost-effective approach.
- To perform this work, we will need an additional \$3,554. The increase is due to the underestimation of the cost to repair the bathroom stall partitions and changing the painting contractor. Repair of the partitions and painting of the bathrooms was estimated at a total of \$2,140. The new estimated cost is \$5,694 for a difference of \$3,554.
- Fiscal Impact/Source:** We are requesting an additional \$3,554 for the repair of the bathroom dividers and painting from the bond issue.
- Alternatives:** One alternative is to replace the bathroom partitions however this is far more costly and the contractors informed us that repainting will provide the same quality result.
- Attachments:** None
- Provided by:** Matthew Hocker, Director of Information Technology
- Committee Recommendation:** At the September 26, 2022 Finance and Administration Committee meeting, the Committee recommends the Board of Commissioners take action at their October 3, 2022 Regular Meeting.

Equal Opportunity Employer

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Upper Moreland Township Board of Commissioners Finance and Administration Committee – September 26, 2022 Regular Meeting - October 3, 2022

Agenda Item: Solid Waste Direct Haul Disposal Services Bid Results

Recommended Action: Vote to accept Covanta's Bid for the recent Solid Waste Disposal Bid. To begin January 2023

Background/Analysis: Direct-Haul Disposal Services for participating municipalities in Eastern Montgomery County. The municipalities participating in the competitive bidding process are: Ambler Borough, Cheltenham Township, Hatboro Borough, Springfield Township, Upper Dublin Township, and Upper Moreland Township. Waste Management and Covanta were the only 2 participating contractors. Covanta was low bid.

Covanta: Direct Haul

Year 1: \$67.26 2-\$70.62 3-\$73.98 4-\$77.31 5-\$80.79

Extension Year 1: \$88.06; Year 2: \$95.98; Year 3: \$104.62

Fiscal Impact/Source: Year 1-\$470,820 – General Fund

Alternatives: Alternatives would be to dispose these bids and rebid. If we rebid, both parties will know the bid results. Rebidding will not guarantee a lower price. Taking to a transfer facility would increase costs due to hauling charges to landfills or trash to steam plants.

Attachments: Covanta Contract and Bid Summary

Prepared by: David Elsier, Director of Public Works

Committee Recommendation:

At the September 26, 2022 Finance and Administration Committee meeting, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

SOLID WASTE DISPOSAL SERVICES CONTRACT

THIS AGREEMENT, is made this _____ day of _____, 2022 between _____ (hereinafter "Municipality") and _____ (hereinafter "Contractor").

1. SCOPE OF WORK. Contractor shall furnish all of the materials, and perform all work in the Contract Documents (hereinafter defined) and shall complete all work required by this Contract and the other Contract Documents, as limited by the Notice of Award provided to Contractor by Municipality, in a good and workmanlike manner (hereinafter "Project").

2. TERM. The term of this Contract, and any renewal(s) thereof, shall be set forth in the Contract Documents.

3. TERMINATION. This Contract may be terminated, for cause or for convenience, by Municipality as set forth in the Contract Documents and as specifically provided for in Sections 9 and 10 hereof.

4. PAYMENTS. Contractor shall deliver an invoice to Municipality on the last business day of each month for work performed during the month for the duration of the Project. Municipality shall pay invoices, or any undisputed portion thereof, within thirty (30) days of receiving the invoices from Contractor provided that Municipality has found the work performed under the invoices to be consistent with the terms of Contract Documents. Notwithstanding the foregoing, Municipality, at its sole discretion, shall have the option of withholding payments as specifically provided for in Section 7 hereof.

5. CONTRACT DOCUMENTS. As used herein, the term "Contract Documents" shall have the same meaning as the definition of "Contract Documents" set forth in Section 6.0 ("Definitions") of the Request for Bids for Solid Waste Disposal Services on Behalf of certain municipalities of Eastern Montgomery County with a bid opening of September ____, 2022 ("Request for Bids") and shall include, but not be limited to, the Request for Bids. Upon the award of a contract by Municipality to Contractor, the Contract Documents shall be incorporated by reference herein and made a part hereof as though set forth at length herein.

6. ADDITIONAL DEFINITIONS. Section 1.3, General Scope, of the Request for Bids provides that a further definition of "Acceptable Waste" will be provided by the Municipality. The following definitions shall supplement Section 6.0 of the Request for Bids.

"Acceptable Waste" means that portion of solid waste which can be processed and has characteristics such as that collected and disposed of as part of normal municipal collection of solid waste, such as, but not limited to, garbage, trash, rubbish, paper and cardboard, plastics, refuse, offal, beds, mattresses, sofas, bicycles, children's toys, wood, tree limbs if no more than three feet long and/or six inches in diameter, branches, leaves, twigs, grass and plant cuttings; excepting, however, Unacceptable Waste.

“Unacceptable Waste” means dirt, concrete, construction waste, demolition waste, tanks (helium, liquid propane, etc...), electronic wastes, sewage sludge, pathological waste, Hazardous Waste, Regulated Medical Waste, and large items of machinery and equipment, such as motor vehicles and major components thereof (including, but not limited to, engines, transmissions, fenders, batteries, and contaminated parts), agricultural equipment, trailers, White Goods, certain industrial wastes (uniform loads of foam rubber, dry powder solids, etc.), marine vessels and other materials, or items of waste which would be likely to pose a threat to health or safety or cause damage to or adversely affect the operation of a Transfer Station or Designated Disposal Facility.

“White Goods” means major household appliances, such as stoves, refrigerators, washers and dryers, typically finished in white enamel or a similar finish.

7. PAYMENT AND INVOICES. Contractor shall submit invoices and receive payments in accordance with the terms set forth in the Contract Documents. With each invoice, Contractor shall also submit certified payroll records according to the State Prevailing Wage Act.

8. RIGHT TO WITHHOLD PAYMENTS. Municipality may withhold payment and/or nullify all or part of a prior payment in order to protect Municipality in the event of: (a) defective work not remedied; (b) failure of Contractor to perform any obligations under the Contract Documents; (c) third party claims; (d) failure of Contractor to properly and/or promptly pay subcontractors and/or suppliers; (e) failure of Contractor to adequately staff the Project; (f) reasonable evidence that the work cannot be completed for the unpaid contract balance, taking into account anticipated liquidated damages and/or within the contract time; (g) damage to the Municipality or a third party; or (h) failure to carry out the work in accordance with the Contract Documents. The Municipality will notify Contractor, in writing, of the amount of any sums withheld, as well as the reason for the withholding of payment and/or nullifying of prior payment within fourteen (14) days of the decision to withhold/nullify.

9. TERMINATION FOR CAUSE. Municipality may, in its sole discretion, stop the Project or terminate Contractor for cause if:

a. Contractor institutes proceedings or consents to proceedings requesting relief or arrangement under the Federal Bankruptcy Code or any similar or applicable Federal or state law; or if a petition under any Federal or state bankruptcy or insolvency law is filed against Contractor and such petition is not dismissed within sixty (60) days from the date of said filing; or if Contractor admits in writing its inability to pay its debts generally as they become due, or if it makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor’s properties is appointed;

b. Contractor abandons the Project or fails, except in cases for which extension of time is provided, to prosecute promptly and diligently with the Project or fails to supply enough properly skilled workmen, proper equipment or proper materials for the Project;

c. Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified;

d. Contractor fails to make prompt payment to subcontractors or for materials or labor or otherwise breaches their obligations under any subcontract with a subcontractor; or if a mechanic's or materialmen's lien or notice of lien is filed against any part of the work or the site of the Project and not promptly bonded or insured by Contractor in a manner satisfactory to Municipality;

e. Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Project or work performed in connection therewith;

f. Contractor fails to furnish Municipality, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the work in compliance with all the requirements of the Contract Documents;

g. Contractor engages in conduct that would constitute a violation of state or Federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

h. Contractor otherwise violates any provision of the Contract Documents.

If any of the above causes exist, then Municipality may, without prejudice to any right or remedy available to Municipality under the Contract Documents or at law or in equity, and after giving Contractor and the surety under the Performance Bond and under the Payment Bond, if any, seven (7) days written notice, terminate Contractor. In case of such termination, Contractor shall not be entitled to receive any further payment for work performed on the Project through the date of termination. The Municipality's right to terminate the Contractor pursuant to this Section shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

In the event of a termination for cause, in addition and without prejudice to all other rights, remedies and relief which the Municipality may obtain under the Contract Documents and pursuant to the law, the Municipality shall be entitled (1) to withhold any remaining sums due to Contractor pending completion of the Project; (2) to deduct from such sums any costs or expenses incurred by the Municipality as a result of the Contractor's default including, but not limited to costs to complete and repair the work, reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Municipality may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action) and (3) to payment by Contractor of all costs incurred as a result of the Contractor's default, including, but not limited to costs to complete and repair the work, reasonable professional fees, including attorney's fees, architectural fees, engineering fees, and consulting fees (together with reasonable expenses and disbursements incurred in connection therewith) which the Municipality may incur in connection with any legal proceedings or action (including professional fees rendered in anticipation of such proceedings or action) to the extent that such fees exceed amounts deducted from sums due to the Contractor. This provision shall create no right to Contractor or to any other person or entity for payment of such costs or expenses.

customary types and levels of service provided by other individuals and entities engaged in Contractor's industry.

16. PERFORMANCE BOND. In accordance with the Request for Bids, Contractor shall furnish a bond ("Bond") to the Municipality to guarantee the faithful performance of this Contract effective for the full term of this Contract. The Bond shall be in an amount as specified in the Request for Bids. Notwithstanding anything contained herein or in the Request for Bids to the contrary, Contractor shall be permitted to furnish an annual performance bond which automatically renews each year for the full term of this Contract. In the event that such bond is cancelled or terminated for any reason, Contractor shall provide the Municipality with sixty (60) days' notice of such cancellation or termination date. Within thirty (30) days of the cancellation or termination date, Contractor shall provide the Municipality with a substitute bond which satisfies the requirements of this paragraph and the Request for Bids. Failure to provide a substitute bond in accordance herewith shall be deemed a breach of this Contract, and the Municipality may terminate this Contract in accordance with Paragraph 9 above. The Bond and any substitute bond shall be satisfactory to the Municipality.

17. INSURANCE.

a. Contractor shall maintain insurance issued by an insurance carrier satisfactory to the Municipality rated at least B+ by A.M. Best Company to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage.

b. Such insurance shall be maintained at the sole expense of the Contractor as follows:

i. The amounts of such insurance, without deductible:

- Against public liability due to injury or death to Persons and damages to property shall be not less than \$3,000,000.00 as to each occurrence and \$3,000,000.00 aggregate.
- Against automobile liability due to injury or death to Persons and damage to property shall be not less than \$3,000,000.00 per Person and \$3,000,000.00 per accident.
- Against pollution legal liability shall be not less than \$5,000,000.00 aggregate and \$1,000,000.00 per incident.

ii. Workers Compensation Insurance. At all times during the term of this Contract, Contractor shall maintain a policy of worker's compensation and employer's liability insurance with limits of not less than the following, or such greater amounts as are required by law:

- \$100,000 each accident for bodily injury by accident.
- \$100,000 each employee for bodily injury by disease.

If a court of competent jurisdiction determines that the cause for termination under this Section did not exist, then such termination shall be treated as a Termination for Convenience (hereinafter defined) as set forth herein below.

10. TERMINATION FOR CONVENIENCE. Municipality shall have the right, upon seven (7) days' notice to Contractor, terminate the Contract for convenience for any reason (hereinafter "Termination for Convenience"). In the event of a Termination for Convenience, Contractor shall take any action necessary or directed to protect the work. In the case of a Termination for Convenience, Contractor shall be entitled to payment only for work properly performed through the date of termination, plus any work properly performed to protect the work following the notice.

11. COORDINATION. Contractor is responsible for coordination with utility companies and other service providers, subcontractors, etc., as well as coordinating the Work with Municipality's calendar. Municipality shall not be responsible for any damages or delay based upon the actions or failures to act of a subcontractor, a utility company, supplier or other agent or the owner of any facility necessary for the Project. No damages for delay and no extensions of time will be granted for any failure of coordination.

12. CLAIMS. A claim is an assertion by Contractor seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money or other relief with respect to the terms of the Contract, the Project or the Work. Claims must be initiated by written notice and the responsibility to substantiate Claims shall rest with the Contractor. Claims must be made within ten (10) days of the event giving rise to the claim or they are deemed waived.

13. REPRESENTATIONS OF CONTRACTOR. Contractor represents and warrants as follows: (a) Contractor is financially solvent and experienced in and competent to perform the work or to furnish the facilities, materials, supplies or equipment to be so performed or furnished by it; (b) Contractor is familiar with all Federal, State and Municipal laws, ordinances and regulations, which may in any way effect the work of those engaged herein, including, but not limited to, any special acts relating to the work or to the project of which it is a part; (c) Contractor has carefully examined the plans, specifications and site of the work and that from its own investigation it has satisfied itself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for performance of the work, the general and local conditions, and all other matters which may, in any way, effect the work or its performance; and (d) all information and materials pertaining to Contractor's qualifications and services set forth in Contractor's proposal or elsewhere in connection with this Contract are true and correct.

14. INDEPENDENT CONTRACTOR. It is agreed that Contractor is an independent contractor and not an employee of Municipality or any of Municipality's affiliates. Contractor, and its officers, directors and employees will not represent or hold itself or themselves out to be an employee of Municipality. Nothing herein shall be construed to create an employer-employee relationship between Municipality and Contractor.

15. GOOD FAITH EFFORTS. Contractor agrees that it will perform all of its duties hereunder promptly, in good faith, with reasonable diligence, and in accordance with the

- \$500,000 policy limit for bodily injury by disease.

The aforementioned policies of insurance shall be specifically designed to protect the Municipality from all claims and damages including wrongful death claims of any kind or nature whatsoever, which may arise from the operations of the Contractor in the performance of the Contract, whether such operations be controlled by someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation upon the Contractor by the terms of the Contract.

All of the insurance policies herein mentioned shall be written with companies authorized to do business in the Commonwealth of Pennsylvania, and shall be obtained and properly endorsed before any operations of the Contractor are commenced for the Municipality. All policies shall remain in full force and effect until expiration of the term of the Contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall likewise provide the Municipality with certified copies of said policies in addition to Certificates of Insurance as required by these specifications.

The Contractor shall provide each Municipality with which it Contracts with a Certificate of Insurance naming the Municipality, and their employees, engineering consultants, and advisors employed by the Municipality in this matter as an additional insured entity.

Each and every policy of insurance herein mentioned and required pursuant to the terms of the Contract, including the Worker's Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Municipality by certified mail written notification of any modifications, alterations, or cancellation of any such policy or policies or the terms thereof, and said written notice shall be sent to the municipal manager at least sixty (60) days prior to the effective date of any such modification, alteration or cancellation.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Municipality from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damages or any other element of damage which may be incident to and include all direct or indirect employees of the Contractor and shall include policies on all vehicles and equipment utilized or in any way connected with the services to be rendered by the Contractor pursuant to the terms of the Contract.

If such insurance become unavailable commercially, the parties shall meet and confer concerning reasonable alternatives consistent with the intent of this document.

18. DESIGNATED DISPOSAL FACILITY. The Designated Disposal Facility and the Backup Designated Disposal Facility shall be the specific facilities listed in the Bid.

19. RIGHT TO KNOW LAWS. Contractor agrees that it will, when requested by Municipality, cooperate with Municipality in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. Contractor's cooperation shall include, but not necessarily be

limited to, prompt communication with Municipality regarding the existence of a record, the length of the record and other information requested by Municipality, adherence to the fee schedule issued by Municipality for any costs associated with producing or providing access to the record and promptly providing access to or copies of the record. If Contractor fails to cooperate with Municipality in response to a request for a public record, then Contractor shall indemnify Municipality for any and all costs incurred, including attorneys' fees of Municipality, as well as any costs, including any attorneys' fees of the requester, fines or other penalties imposed upon Municipality by a court of competent jurisdiction relating to Contractor's failure to cooperate with Municipality.

20. DEFAULT. In the event that the Contractor shall be in breach of the Contract, the Municipality may, at its option, declare the Contract in default; provided, however, the provisions set forth in the Section regarding Termination for Cause shall take precedence and control over this Section.

Upon a declaration of default, the Municipality may notify the Contractor's surety of the Contractor's default on its Performance Bond and of its obligations thereunder, and require the surety within seven (7) days of the notice to perform any one or all of the following:

1. Undertake the completion of the Contract or provide financial assistance to the Municipality to remedy the default.
2. Pay the full amount of the sum of the Performance Bond in complete discharge and exoneration of said Bond. Such options of the Municipality are cumulative to any and all other legal and/or equitable rights of the Municipality, and the Municipality may avail itself of any and all available legal and/or equitable remedies against the Contractor and/or its surety for the immediate and specific performance of the Contract and the payment of all damages sustained by reason of said breach not to exceed the sum of the Bond.

In the event of a labor stoppage, labor strike, lockout, destruction of, damage to, interruption, suspension or interference with the operation of, the Contractor's equipment caused by Acts of God, fires, explosions, or other events beyond the reasonable control of the Contractor, restraints of government, lawful orders of court, administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or Permits, then the Contractor shall be excused from the performance of the Contract; however, under such circumstance the cost of performing the work specified in the Contract shall then be charged to the Contractor and paid to the Municipalities as in the case of a default by the Contractor.

21. ORDER OF PRECEDENCE. Notwithstanding the incorporation of the Contract Documents by reference into this Contract, in the event that there is a conflict between the terms or conditions of the Contract Documents the following order of precedence shall apply:

1. This Contract;
2. The Notice of Award;
3. The Request for Bids;

4. The Bid; and,
5. All other Contract Documents.

22. INDEMNITY. Contractor agrees to be liable for, and to defend, indemnify and hold Municipality harmless against, any and all costs, losses, damages claims, expenses and/or injuries caused by the negligence of Contractor or any of Contractor's agents or employees, or arising, in whole or in part, out of the activities performed by Contractor hereunder or in connection herewith.

23. PERMITS. Contractor shall acquire all necessary permits related to the Project from the Municipality, Commonwealth of Pennsylvania and any other regulatory agency or government unit having jurisdiction over any aspect of the Project. The costs of acquiring all applicable permits shall be borne by Contractor.

24. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all applicable laws of the Commonwealth of Pennsylvania, including the provisions of the Solid Waste Management Act (1980) and any amendments thereto and shall comply with all applicable laws of the United States and all applicable ordinances of the Municipality and all environmental protection acts.

25. ASSIGNMENT. Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party.

26. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

27. JURISDICTION. The parties agree that the Court of Common Pleas of Montgomery County, Pennsylvania shall have jurisdiction over any and all disputes arising under this Contract.

28. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which together constitute one and the same agreement.

29. INTERPRETATION. This is the entire Contract between the parties hereto with respect to the subject matter hereof and there are no other terms, covenants, conditions, obligations, warranties, representations or statements, oral or otherwise, of any kind whatsoever other than those which are set forth herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Contract in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Contract, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Contract shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

30. BINDING EFFECT / ASSIGNMENT. This Contract shall be binding upon, and inure to the benefit of the parties and their respective successors and/or assigns. Notwithstanding

the foregoing, Contractor may not assign its rights or obligations under this Contract without the prior written consent of Municipality, which consent may be withheld in Municipality's sole discretion.

31. HEADINGS. The headings incorporated in this Contract are for convenience and reference only and are not a part of this Contract and do not in any way control, define, limit, or add to the terms and provisions hereof.

32. SEVERABILITY. Any provision in this Contract held to be inoperative, unenforceable, voidable or invalid in any jurisdiction, shall, as to that jurisdiction, be ineffective, unenforceable, void or invalid without affecting the remaining provisions in any other jurisdiction, and to this end the provisions of this Contract are declared to be severable.

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

Municipality

BY: _____

(SEAL)

NAME: _____
(Please type)

TITLE: _____
(Please type)

ATTEST:

BY: _____

NAME: _____
(Please type)

TITLE: _____
(Please type)

(If Contractor is a Partnership)

WITNESS

(Name of Partnership)

(Signature of Witness)

BY: _____ (SEAL)
(Signature of Partner)

(Typed Name of Witness)

(Typed Name of Partner)

(Signature of Witness)

BY: _____ (SEAL)
(Signature of Partner)

(Typed Name of Witness)

(Typed Name of Partner)

(If Contractor is a Corporation)

Name of Corporation

BY: _____
(Vice) President

Typed Name

ATTEST:

(Assistant) Secretary

Typed Name
(CORPORATE SEAL)

Upper Moreland Township

		Contract Years					Contract Extension Years		
Year		1 (2023)	2 (2024)	3 (2025)	4 (2026)	5 (2027)	1 (2028)	2 (2029)	3 (2030)
Waste Management	Service Fee (\$ per ton)	\$91.75	\$99.09	\$107.02	\$115.58	\$124.82	\$134.81	\$145.60	\$157.24

		Contract Years					Contract Extension Years		
Year		1 (2023)	2 (2024)	3 (2025)	4 (2026)	5 (2027)	1 (2028)	2 (2029)	3 (2030)
Covanta	Service Fee (\$ per ton)	\$67.26	\$70.62	\$73.98	\$77.31	\$80.79	\$88.06	\$95.98	\$104.62

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

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COMMISSIONERS

KIP McFATRIDGE

President

CHERYL LOCKARD

Vice President

ANTHONY S. PROUSI

NICHOLAS O. SCULL

KEVIN C. SPEARING

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SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Finance and Administration Committee Meeting – September 26, 2022 Regular Meeting – October 3, 2022

Agenda Item:	Roth 457 Option in Township's Deferred Compensation Plan
Recommended Action:	Approve offering a 457 Roth option in the Township's Deferred Compensation plan for non-union employees
Background/Analysis:	<p>The Township currently offers a 457 Deferred Compensation plan through Mission Square Retirement, formerly ICMA-RC. This plan currently only allows employees to invest their pre-tax earnings into a 457 plan.</p> <p>The 457 Roth option would allow employees to invest their post-tax earnings into this plan. Like the 457, the 457 Roth would be processed through our payroll.</p> <p>The Finance and Administration Committee considered this topic at its Sept. 26, 2022 meeting and recommended approval.</p>
Fiscal Impact/Source:	There would be no cost to the Township.
Alternatives:	The alternative is to not adopt this option.
Attachments:	(1) Summary from Mission Square Retirement explaining the plan and (2) Resolution R-2022-37 to adopt the additional option
Committee Recommendation:	At the September 19, 2022 Community Development Committee meeting, the Committee recommended that the Board of Commissioners take action at their October 3, 2022 Regular Meeting to approve this additional option.

Equal Opportunity Employer

VISIT US ON THE WEB @ www.uppermoreland.org

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. R-2022-37

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF UPPER MORELAND TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ADD A ROTH 457 OPTION TO THE TOWNSHIP'S CURRENT ICMA RETIREMENT CORPORATION 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST NO. 300361

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a deferred compensation plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; ad

WHEREAS, the Employer has determined that the continuance of the deferred compensation plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the Employer hereby amends and restates the deferred compensation plan (the "Plan") in the form of the ICMA Retirement Corporation Roth 457 Governmental Deferred Compensation Plan & Trust

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

I, Matthew H. Candland, Township Manager of the Board of Commissioners of Upper Moreland Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners, held the 3rd day of October, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

(seal)

Date: _____

Township Manager

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 3rd day of October, 2022.

Attest:

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS**

Matthew H. Candland, Secretary

Clifton McFatridge, President



457 PLAN ROTH CONTRIBUTIONS

Another way for you to save for a secure retirement

Roth contributions give you another tax-advantaged saving option, allowing you to benefit from tax-free withdrawals in retirement.

How It Works

1. A percentage of your pay, or a specified dollar amount, can be contributed to your 457 plan as a Roth contribution.
2. Roth contributions are made on an after-tax basis and will not reduce your income taxes for the year (unlike pre-tax contributions).
3. Roth contributions and associated earnings can be withdrawn tax-free if the requirements for a qualified distribution are met.

Contribution Limits

457 plan contribution limits apply to the combination of pre-tax and Roth contributions. You can continue making pre-tax contributions only or designate a portion (or all) of your contributions as Roth contributions.

Qualified "Tax-Free" Distributions

Distributions of Roth assets will be tax-free if:

- ▶ a period of five years has passed since January 1 of the year of your first Roth contribution, and
- ▶ you are at least 59½ years old (or disabled or deceased).

You are eligible for distributions upon separation from service with your employer. In-service withdrawal options, such as emergency withdrawals, may also be available.

Benefits

In addition to potentially tax-free withdrawals in retirement, Roth contributions allow for:

- ▶ **Higher contribution limits than Roth IRAs** — 457 plans allow for greater after-tax savings.
- ▶ **Eligibility at all income levels** — Unlike Roth IRAs, your ability to make Roth contributions to a 457 plan does not depend on your income.
- ▶ **Tax planning** — Having both pre-tax assets and Roth assets allows you to choose the source of funds most advantageous to your situation.

Additional Information

The chart on the next page compares Roth and other retirement plan contributions.

The Roth Analyzer (www.icmarc.org/rothanalyzer) can also help you compare Roth and pre-tax contributions, given your present and anticipated future financial situations. Making both types of contributions may make sense.

Easily change your contributions to Roth:

If your plan permits online contribution changes, simply log in to your account at www.icmarc.org/login and select *Contributions*. Otherwise, contact your local Retirement Plans Specialist:

(Continued on next page)

Plan Features Overview

	457 Plan		Roth IRA
Feature	Pre-Tax	Roth	Roth
CONTRIBUTIONS			
Maximum Contribution (2021)	<p>Normal Limit (above \$19,500) \$19,500</p> <p>Age 50 Catch-Up: \$6,500 (\$26,000 total)</p> <p>OR</p> <p>Pre-Retirement Catch-Up: \$19,500 (\$39,000 total)</p> <p>All contribution limits apply to the combination of pre-tax and Roth contributions to the plan. Catch-up provisions cannot be combined in the same plan year. For each of the three years prior to the year you reach your normal retirement age, as defined in the plan and based on extent to which maximum contributions not made in previous years.</p>	<p>◀ Same as 457 Plan Pre-Tax</p>	<p>\$6,000</p> <p>Age 50 Catch-Up: \$1,000 (\$7,000 total)</p> <p>Pre-Retirement Catch-Up: N/A</p>
Contributions Reduce Taxable Income	Yes	No	No
Income Limits (2021)	None. Participation is not limited by your annual income.	◀ Same as 457 Plan Pre-Tax	Modified Adjusted Gross Income must be less than \$208,000 (married filing jointly) or \$140,000 (single or head of household)*
WITHDRAWALS			
Taxation of Withdrawals	Withdrawals are subject to federal and, in most cases, state income taxes.	<p>Withdrawals are tax-free if the requirements for a qualified distribution are met.</p> <p>Distributions of Roth assets are qualified if a period of five years has passed since January 1 of the year of your first Roth contribution (including rollovers), and you are at least 59½ years old (or disabled or deceased).</p>	<p>◀ Same as 457 Plan Roth, except Roth IRAs also permit qualified distributions for a "first time" home purchase.</p>
Withdrawal Eligibility	Upon separation from service with the plan sponsor. In-service withdrawal options (e.g., after age 70½, emergency withdrawals) may also be available.	◀ Same as 457 Plan Pre-Tax	Withdrawals can be taken at any time. Contributions are always withdrawn first tax and penalty-free.
Required Minimum Distributions (RMDs)	At least age 72 or separation from service, whichever is later.	◀ Same as 457 Plan Pre-Tax	None
10% Early Withdrawal Penalty Tax	457 plan contributions and associated earnings are not subject to the early withdrawal penalty tax. However, if you roll assets into your 457 plan from another type of account, the rolled-in assets are subject to the 10% early withdrawal penalty tax if withdrawn prior to age 59½, unless an exception to the penalty applies.	◀ Same as 457 Plan Pre-Tax	Yes, the penalty may apply to the earnings portion of the withdrawal unless certain criteria are met.

*For more information, view IRS Publication 590 or visit www.icmarc.org/ira.
ICMA-RC does not provide specific tax advice

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Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Public Health and Safety Committee Meeting - September 26, 2022 Regular Meeting – October 3, 2022

Agenda Item:	Application for State Fire Grant
Recommended Action:	Approve the application for State Fire Grant
Background/Analysis:	<p>The State Fire Commissioner annually offers a 15,000-dollar fire grant to fire departments for equipment. This year we will apply for swift water safety suits and equipment for our members.</p> <p>The Finance and Administration Committee considered this topic at its Sept. 26, 2022 meeting and recommended approval.</p>
Fiscal Impact/Source:	No fiscal impact. The grant is 100 percent grant monies. This grant will provide a direct savings of \$15,000.00
Alternatives:	Purchase equipment with township funds.
Attachments:	
Prepared by:	Chief Edward R. Glassman
Committee Recommendation:	Approve the application for the State Fire Grant.

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Township Solicitor

Upper Moreland Township Board of Commissioners Community Development Committee – September 19, 2022 Regular Meeting - October 3, 2022

Agenda Item:	2402 Easton Road. Olive Garden Land Development Application
Recommended Action:	Consideration on waiver requests and overall approval of application
Background/Analysis:	Applicant proposes to remove the existing building and build a new building for restaurant use along with site improvements.
Fiscal Impact/Source:	N/A
Alternatives:	N/A
Attachments:	Waiver request letter and Land Development Resolution R-2022-31
Prepared by:	Paul E. Purtell, Director of Code Enforcement
Committee Recommendation:	At the September 19, 2022 of the Community Development Committee meeting, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2022-31

A RESOLUTION GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL WITH CONDITIONS TO OLIVE GARDEN HOLDINGS, LLC D/B/A OLIVE GARDEN TO DEMOLISH AN EXISTING RESTAURANT BUILDING AND A PORTION OF THE PARKING AREA TO CONSTRUCT A 6,501 SQUARE-FOOT OLIVE GARDEN RESTAURANT AND RELATED IMPROVEMENTS ON THE PARCEL LOCATED AT 2402 EASTON ROAD, WILLOW GROVE, UPPER MORELAND TOWNSHIP.

WHEREAS, Olive Garden Holdings, LLC, d/b/a Olive Garden (“Applicant”) filed an application with Upper Moreland Township requesting approval with certain waivers (the “Land Development Application) to demolish an existing restaurant building and a portion of the parking area to construct a 6,501 square-foot Olive Garden restaurant and related improvements (the “Project”); and

WHEREAS, the Applicant has submitted the following in support of the Land Development Application: Preliminary/Final Land Development Plans prepared for Olive Garden Italian Kitchen”, prepared by Core States Group, dated April 27, 2022, last revised August 18, 2022 consisting of Sheets 1 to 32 of 32 (the “Plans”); Drainage Area Plans, prepared by Core States Group, dated April 27, 2022, last revised August 18, 2022; Stormwater Management Report, prepared by Core States Group, dated April 27, 2022, last revised August 19, 2022; Photometric Plan prepared by CREE Lighting, dated August 17, 2022, consisting of one (1) sheet, and; ALTA/NSPS Land Title Survey prepared by Civil & Environmental Consultants, Inc. dated December 8, 2021, consisting of one (1) sheet. The Plans are attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, the Plans involve the property owned by the Applicant, Montgomery County Tax Map Parcel No. 59-00-05257-00-3, which consists of 2.0 acres located within the C-2 Commercial and M Multiple Dwelling Zoning Districts between Sycamore Avenue and Home Depot Drive. The Property currently contains the Brick House restaurant with associated parking, a lawfully existing non-conforming use, landscaping, lighting, and pedestrian walkways. Runoff from the existing improvements is collected by inlets and discharges to an existing basin located on the adjacent property to the south (the “Property”); and

WHEREAS, the Applicant proposes to demolish the existing restaurant building and a portion of the parking area to construct a 6,501 square-foot Olive Garden restaurant. Additional improvements include parking area reconfiguration, landscaping, lighting, and underground utility improvements. To handle runoff from the proposed improvements, the Applicant is proposing to install an underground detention basin. The site will continue to be serviced by public water and sewer (the “Project”); and

WHEREAS, the Applicant has requested waivers from requirements set forth in Chapter 300 “Subdivision and Land Development” of the Upper Moreland Township Code of Ordinances, more fully referenced in Paragraph 11 below; and

WHEREAS, the Township Engineer has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions set forth in the review letter dated September 13, 2022, attached hereto as **Exhibit “B”** and incorporated herein by reference; and

WHEREAS, the Township Landscape Architect has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions and comments set forth in the review letter dated September 12, 2022, attached hereto as **Exhibit “C”** and incorporated herein by reference; and

WHEREAS, The Township Traffic Engineer has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions and comments set forth in the review letter dated September 8, 2022, attached hereto as **Exhibit “D”** and incorporated herein by reference; and

WHEREAS, The Montgomery County Planning Commission has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the comments set forth in the review letter dated July 6, 2022, attached hereto as **Exhibit “E”** and incorporated herein by reference; and

WHEREAS, based on Applicant’s presentation of the Project on September 19, 2022, the Upper Moreland Township Community Development Committee has recommended Conditional Preliminary/Final Approval of the Applicant’s Preliminary/Final Land Development Plans; and

WHEREAS, the Upper Moreland Township Board of Commissioners has determined that based on the testimony, and reviews of Township Consultants, Applicant has satisfactorily established that Conditional Preliminary/Final Land Development Approval will not be contrary to the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Upper Moreland Township Board of Commissioners that the Applicant’s Preliminary/Final Land Development Plans are hereby granted Conditional Preliminary/Final Land Development Approval, subject to the satisfaction of the following conditions by the Applicant:

1. Except as modified herein, Applicant shall comply with all other applicable Township Ordinances, County, Commonwealth and Federal statutes, rules, and regulations, and obtain all applicable permits and approvals including but not limited to, obtaining the approval of the fire marshal, UMHSA permit, Aqua of Pennsylvania permit, Montgomery County Conservation District permits, and DEP permits.

2. Applicant shall strictly comply with all applicable Americans with Disabilities Act accessibility standards as promulgated by the Department of Justice and the International Code Council, A117.1-2017, for the construction of accessible facilities, including, but not limited, to handicapped parking spaces on the Property.

3. Unless waived by the Board of Commissioners, the Applicant shall comply with all conditions and comments set forth in the Township Engineer's review letter attached hereto as **Exhibit "B"**.

4. The Applicant shall enter into a Development Agreement and Financial Security Agreement with the Township for the construction of the proposed improvements, to be prepared by the Township Solicitor, and executed prior to the start of construction.

5. The Applicant shall enter into a Stormwater Management Facilities Agreement with the Township for perpetual ownership and maintenance of proposed stormwater Best Management Practices, to be prepared by the Township Solicitor, and executed prior to the start of construction.

6. Unless waived by the Board of Commissioners, the Applicant shall comply with all conditions and comments set forth in the Township Landscape Architect's review letter attached hereto as **Exhibit "C"**.

7. Unless waived by the Board of Commissioners, the Applicant shall comply with all conditions and comments set forth in the Township's Traffic Engineer's review letter, attached hereto as **Exhibit "D"**.

8. Unless waived by the Board of Commissioners, the Applicant shall be required to render payment in the amount of \$650.00 as a fee-in-lieu of dedication of open space as required by Section 300-34.F of the Township Subdivision and Land Development Ordinance.

9. Applicant shall enter into an easement agreement in recordable form to the satisfaction of the Township Solicitor for the discharge of its stormwater to the existing basin located on the adjacent property to the south. The final recorded plan shall be revised to include a note referencing the easement agreement.

10. All architectural features on building exterior/façade shall be designed in accordance with the architectural features contained in the presentation given to the Township by Applicant and shall be reviewed and approved by the Township's staff and consultants.

11. Further, the Board of Commissioners takes the following action as to the Applicant's request for waivers from the requirements of Chapter 300 "Subdivision and Land Development" of the Upper Moreland Township Code of Ordinances:

A. §300-17.D: A waiver from the requirement that no less than 20 feet of open space shall be provided between the curb line of any parking area and the outside wall of the building due to existing lot layout restraints and parking requirements.

Granted Denied

B. §300-18: A waiver from the requirement to install sidewalks along all existing streets that abut a land development.

Granted Denied

C. §300-19.A(7): A waiver from the requirement that curb should be installed with an 8-inch reveal. Applicant is requesting a 6-inch reveal to facilitate ADA accessibility.

Granted Denied

D. § 300-52.C(1): From the requirement that the location of all existing features within 400 feet of the property should be added to the plans. Applicant proposes to include an aerial plan depicting the required area to the plan set.

Granted Denied

E. §300-43.D(2): From the required number of parking spaces between landscaped islands. The proposed plans show rows of parking of 15, 18, 19 and 25 spaces which exceed the 12-space maximum and spaces 18, 19 and 25 are pre-existing non-conforming conditions.

Granted Denied

As a condition for grant of this waiver, the Applicant shall be required to plant 1 tree elsewhere on-site for every non-compliant row of parking to the satisfaction of the Township.

F. § 300-43.D(1)(d): From the requirement that planting islands be 15 feet in width. The proposed islands are less than the 15' width required. Applicant's plan shows three proposed end islands near the building, while not meeting the 15' width, which are wider than existing islands and irrigation is proposed within the parking lot islands.

Granted Denied

G. § 300-43.D.(1) (g): From the requirement that parking lot trees shall be a minimum of three inches in caliper. Four of the proposed parking lot trees are specified to be 1.5” caliper in order to replace poor / dead trees within two existing 4-foot wide islands. The root ball of a larger tree would be too large to appropriately install within the narrow islands.

Granted Denied

H. § 300-45: From the requirements for replacement of trees destroyed by land development. The trees proposed to be removed are assumed to be parking lot landscaping and individual lot landscaping that were required trees per the previous development of this site. The Applicant will be replacing the quantity of trees removed and previously proposed.

Granted Denied

I. § 300-50.B: From the requirement of a preliminary plan submission to permit Applicant’s plan to be classified as Preliminary/Final.

Granted Denied

12. Unless construction has begun in accordance with the Plans, this Resolution will expire in two years from the date of this Resolution, unless extended in writing by the Township.

13. This Conditional Preliminary/Final Land Development Approval does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plans. Furthermore, this Conditional Preliminary/Final Land Development Approval shall be rescinded automatically upon the Applicant’s or the Applicant’s agent’s failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant’s or the Applicant’s agent’s signature below.

14. By approving this Resolution, the Applicant is signifying acceptance of the conditions contained herein.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, in a public meeting held this 3rd day of October, 2022.

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS:**

ATTEST:

Matthew H. Candland, Township Manager

By: _____
Kip McFatrige, President

In the event that the executed Resolution is not delivered to the Township within ten (10) days of receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon its acceptance are revoked, and the application is considered denied for the reasons set forth above.

Date: _____

ACCEPTED BY:

**APPLICANT
OLIVE GARDEN HOLDINGS, LLC,
D/B/A OLIVE GARDEN**

Name:

Title:

EXHIBIT

A

DESIGN AND DEVELOPMENT CONTACTS:

OWNER: LAROSA REAL ESTATE INVESTMENT PARTNERSHIP LP
404 DAVENHILL ROAD
WILLOW GROVE, PA 19090
CONTACT: DAMEN LAROSA
TEL: 215-658-6555

DEVELOPER: DARDEN CORPORATION
1909 DARDEN CENTER DRIVE,
ORLANDO, FL 32837
CONTACT: SHANNON DUNN
TEL: 407-545-8218

CIVIL ENGINEER: CORE STATES GROUP
301 SOUTH MAPLE AVENUE, SUITE 200
AMBLER, PA 19002
CONTACT: BRIAN SEARCY, P.E.
TEL: 813-319-8747

ARCHITECT: ACS ARCHITECTS
101 SHIPBOARD WAY - SUITE B
NEWPORT BEACH, CA 92663
CONTACT: LARRY D. HESA
TEL: 714-436-9000 X 1540

LANDSCAPE ARCHITECT: EVERGREEN DESIGN GROUP, INC.
P.O. BOX 2785
GARNER, NC 27529
CONTACT: RODNEY KACHAB
TEL: 800-680-9622 EXT # 1

SURVEYOR: CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
323 BALDWIN ROAD
PITTSBURGH, PA 15205
TEL: 412-439-3234

GOVERNING AGENCIES CONTACTS:

ZONING: UPPER MORELAND TOWNSHIP
117 PARK AVENUE
WILLOW GROVE, PA 19090
CONTACT: PAUL E. PURTELL
TEL: 215-658-3100, EXT. 1035

PLANNING: UPPER MORELAND TOWNSHIP
117 PARK AVENUE
WILLOW GROVE, PA 19090
CONTACT: ELDA MAGGIO OR PAUL E. PURTELL
TEL: 215-658-3100, 367-607-1034

BUILDING DEPARTMENT: UPPER MORELAND TOWNSHIP
117 PARK AVENUE
WILLOW GROVE, PA 19090
CONTACT: ROBERT ROSSER
TEL: 215-658-3100, EXT. 1035

FIRE DEPARTMENT: UPPER MORELAND FIRE DEPARTMENT
STATION 104
227 DAVENHILL ROAD
WILLOW GROVE, PA 19090
CONTACT: ED GLASSMAN
TEL: 215-658-3100

TRAFFIC ACCESS DEPARTMENT: UPPER MORELAND TOWNSHIP ENGINEERING
117 PARK AVENUE
WILLOW GROVE, PA 19090
CONTACT: PAUL E. PURTELL
TEL: 215-658-3100

UTILITY CONTACTS:

SANITARY SEWER: UMW-ISA UPPER MORELAND SEWER AUTHORITY
2475 TERWOOD ROAD
WILLOW GROVE, PA 19090-0335
TEL: 215-658-3075

WATER: AQUA
2815 TERWOOD ROAD
WILLOW GROVE, PA 19090-0335
TEL: 215-658-3075

STORM SEWER: UPPER MORELAND TOWNSHIP
117 PARK AVENUE
WILLOW GROVE, PA 19090
CONTACT: PAUL E. PURTELL
TEL: 215-658-3100, EXT. 1035

Gas: PECO
2201 MARKET STREET
PHILADELPHIA, PA 19103
TEL: 1-800-494-4200

ELECTRIC: PECO
2201 MARKET STREET
PHILADELPHIA, PA 19103
TEL: 1-800-494-4200

ALERT TO CONTRACTOR:

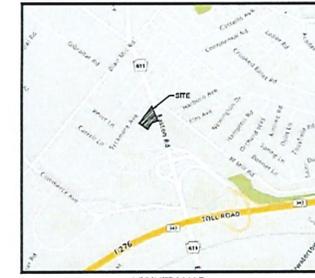
1. THE SITE WORK FOR THE PROPOSED DEVELOPMENT SHALL MEET OR EXCEED ALL CITY AND/OR COUNTY AND STATE STANDARDS FOR SITE WORK.
2. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO PROJECT COMPLETION.



ITALIAN KITCHEN
**PRELIMINARY/FINAL
LAND DEVELOPMENT PLANS**
FOR
OLIVE GARDEN ITALIAN KITCHEN
2402 EASTON ROAD
WILLOW GROVE, PA 19090

SHEET INDEX				
SHEET NUMBER	DESCRIPTION	REV 1	REV 2	REV 3
C1.1	COVER SHEET	X		
C2.1	GENERAL CONSTRUCTION NOTES			
C3.1	EROSION AND SEDIMENT CONTROL PLAN	X		
C3.2	EROSION AND SEDIMENT CONTROL PLAN DETAILS	X		
C3.3	EROSION AND SEDIMENT CONTROL PLAN NOTES			
C4.1	DEMOLITION PLAN	X		
C5.1	CIVIL SITE PLAN / DIMENSIONAL CONTROL (TO BE RECORDED)	X		
C5.2	VEHICULAR ACCESS PLAN	X		
C5.3	VEHICULAR ACCESS PLAN			
C6.1	OVERALL GRADING AND DRAINAGE PLAN	X		
C7.1	UTILITY PLAN	X		
C7.2	STORM SEWER PROFILES	X		
C7.3	SANITARY SEWER PROFILES	X		
C7.4	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN	X		
C7.5	POST-CONSTRUCTION STORMWATER MANAGEMENT NOTES			
C8.1	CONSTRUCTION DETAILS	X		
C8.2	CONSTRUCTION DETAILS	X		
C8.3	CONSTRUCTION DETAILS	X		
C8.4	CONSTRUCTION DETAILS			
C8.1	SOIL BORINGS			
C9.1	CIVIL SPECIFICATIONS			
C9.2	CIVIL SPECIFICATIONS			
C9.3	CIVIL SPECIFICATIONS			
C9.4	CIVIL SPECIFICATIONS			
1 OF 1	ALTANERS LAND TITLE SURVEY BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.			
1 OF 1	PHOTOMETRIC PLAN BY CREE LIGHTING	X		
L1.1	LANDSCAPE PLANTING			
L1.2	LANDSCAPE DETAILS & SPECIFICATIONS	X		
L1.1	LANDSCAPE SPECIFICATIONS	X		
L1.1	IRRIGATION PLAN			
L1.2	IRRIGATION DETAILS & SPECIFICATIONS			
L1.3	IRRIGATION SPECIFICATIONS			

CIVIL SITE PLAN/DIMENSIONAL CONSTRUCTION TO BE THE RECORD PLAN. ALL REMAINING PLAN SHEETS ON FILE AT UPPER MORELAND TOWNSHIP SHALL BE CONSIDERED PART OF THE FINAL RECORD PLAN AS IF RECORDED THE SAME.



PROJECT DATA:
TOTAL SITE ACRES: 2.90 ACRES (87,151 SF)
DISTURBED AREA: 0.79 ACRES (24,224 SF)
THIS PROJECT IS NOT LOCATED WITHIN ANY KNOWN OVERLAY DISTRICT.

PROJECT DESCRIPTION:
THIS PROJECT PROPOSES THE DEMOLITION OF THE EXISTING 'BREEK HOUSE TAVERN + TAP' AND THE CONSTRUCTION OF A GROUNDUP 'OLIVE GARDEN' RESTAURANT. THE CONSTRUCTION ALSO INCLUDES THE REVISION OF THE ADA PARKING STALLS TO THE PARKING LOT IN THE FRONT OF THE PROPOSED BUILDING. THE ADA PARKING STALLS AND ACCESSIBLE PATH OF TRAVEL ARE DESIGNED PER THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN. THE CONSTRUCTION ALSO INCLUDES PROPOSED SIDEWALKS, PARKING STALLS, DUMPSTER PAD, UNDERGROUND DETENTION / INFILTRATION BMP AND ASSOCIATED STORM SEWER.

FLOOD NOTE:
THIS PROPERTY IS LOCATED IN AN AREA ZONE 'X' OF THE FLOOD INSURANCE RATE MAP NUMBER 42091C020G, EFFECTIVE DATE 03/02/2016 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE 'X' UNSHADED - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM A 100-YEAR FLOOD.

- WAIVERS REQUESTED:**
1. 1200-17.D - NO LESS THAN 20 FEET OF OPEN SPACE SHALL BE PROVIDED BETWEEN THE CURB LINE OF ANY PARKING AREA AND THE OUTSIDE WALL OF THE BUILDING.
 - A. A WAIVER IS BEING REQUESTED FROM THIS REQUIREMENT DUE TO EXISTING LOT LAYOUT RESTRAINTS AND PARKING REQUIREMENTS.
 2. 1200-18 - SIDEWALKS ARE REQUIRED TO BE INSTALLED ALONG ALL EXISTING STREETS THAT ADJUT A LAND DEVELOPMENT.
 - A. A WAIVER IS BEING REQUESTED FOR THE REQUIRED SIDEWALK ALONG EASTON ROAD DUE TO THE EXISTING WIDTH OF THE SIDEWALK, EXISTING LANDSCAPING, AND EXISTING UTILITY POLES. THERE IS ALSO PENDING PENODOT ROAD WIDENING PLAN IN THE AREA.
 3. 1200-18(A) - ALL CURBS SHOULD BE INSTALLED WITH AN 8 INCH REVEAL.
 - A. A WAIVER IS BEING REQUESTED FOR THE ABOVE REQUIREMENT AND A 6 INCH REVEAL IS BEING REQUESTED.
 4. 1200-22(B) - THE LOCATION OF ALL STREET FEATURES WITHIN 400 FEET OF THE PROPERTY SHOULD BE ADDED TO THE PLANS.
 - A. THE TOWNSHIP ENGINEER STATED THEY WOULD SUPPORT THIS WAIVER REQUEST PROVIDED THE APPLICANT INCLUDE AN AERIAL PLAN DEPICTING THE REQUIRED AREA TO THE PLAN SET. THE AERIAL PLAN HAS BEEN ADDED TO THE PLAN.
 5. 1200-43, D (2) - THE PROPOSED PLANS SHOW ROWS OF PARKING OF 15, 18, 19 AND 25 SPACES WHICH EXCEEDS THE 12-SPACE MAXIMUM PER SECTION 308-43, D (2). THE 18, 19 AND 25 ARE PRE-EXISTING NON-CONFORMING CONDITIONS. THE PROPOSED ROW OF 15 PARKING SPACES IS IN FRONT OF THE BUILDING, WHERE CURRENTLY 14 SPACES EXIST. THEREFORE, A WAIVER APPEARS NECESSARY.
 - A. A WAIVER IS BEING REQUESTED FOR THE ABOVE REQUIREMENT.

CORE STATES



DATE: 04/27/2022
PROJECT: OLIVE GARDEN ITALIAN KITCHEN
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 100'



Issue Date: 04.27.2022
REVISION INFORMATION
08-18-2022
AGENCY REVISIONS

Restaurant #: XXXXX

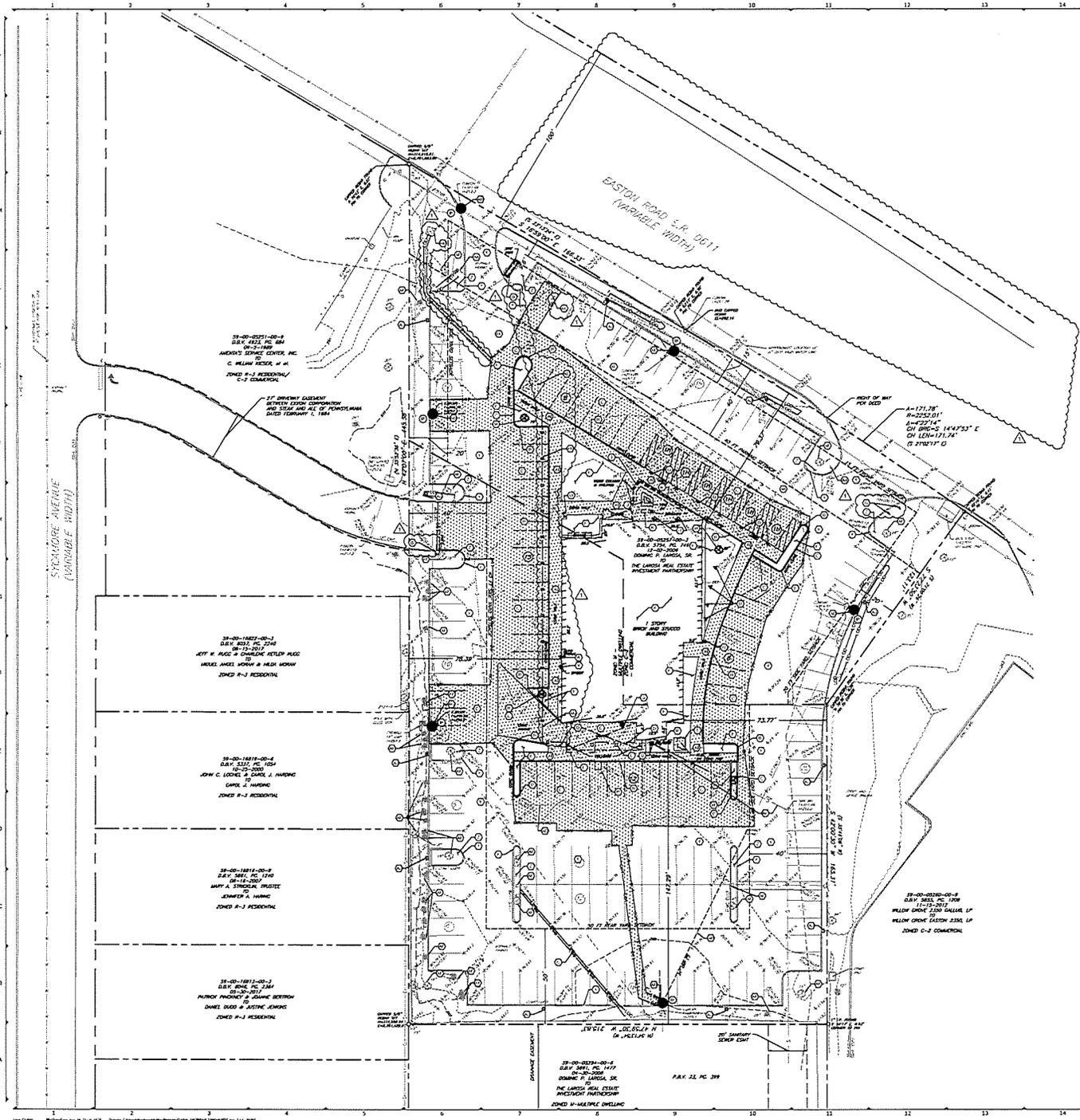
OLIVE GARDEN
2402 EASTON ROAD
WILLOW GROVE, PA 19090

AUTHORIZED FOR PERMIT / BD
WILLOW GROVE, PA

Drawing
COVER SHEET

C1.1





DEMO NOTES:

- REFER TO SHEET C3.1 FOR GENERAL CONSTRUCTION NOTES.
- REFER TO SHEET C3.1 FOR CIVIL, SITE PLAN, DIMENSIONAL CONTROL.
- REFER TO SHEET C3.1 FOR OVERALL GRADING AND DRAINAGE PLAN.
- REFER TO SHEET C3.1 FOR UTILITY PLAN.
- REFER TO SHEET L-1 FOR LANDSCAPE PLAN.
- ALL DIMENSIONS ARE TO FINISH LEVEL, IMPROVEMENTS (FACE OF CURB, CONCRETE SLAB, ETC.) UNLESS NOTED OTHERWISE. REFER TO ARCHITECTURAL PLANS FOR BUILDING DETAILS.
- ALL DIMENSIONS FROM PROPERTY LINES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
- CONTRACTOR TO SEED ALL DISTURBED AREA UNLESS NOTED OTHERWISE.
- EXISTING STORM SEWERS IDENTIFIED WITH 'X' MARKER FROM WHAT IS SHOWN ON THE REFERENCED SURVEY DUE TO CONSTRUCTION DRAWINGS RECEIVED FROM THE TOWNSHIP, SPECIFICALLY THE 'BRANDS AND UTILITY PLAN MADE FOR SOUNDNESS RESTAURANT PREPARED BY CHARLES E. SHOOKMAKER, INC. DATED JULY 15, 1983 REVISED NOVEMBER 7, 1983.

DEMO KEY NOTES:

- EXISTING BUILDING TO BE REMOVED.
- EXISTING CURB TO BE REMOVED.
- EXISTING PAVEMENT TO BE REMOVED.
- EXISTING BOLLARD TO BE REMOVED (TYP.).
- EXISTING FENCE TO BE REMOVED.
- EXISTING LANDSCAPE AREA TO BE CLEARED AND DRUBBED.
- EXISTING SIGN AND BASES TO BE REMOVED.
- EXISTING TREE TO BE REMOVED.
- EXISTING WOOD COLUMN AND RAILING TO BE REMOVED.
- EXISTING RIFE FIT TO BE REMOVED.
- EXISTING REMOVED TO BE REMOVED.
- EXISTING BUILDING COLUMN TO BE REMOVED (TYP.).
- EXISTING FLAG POLE AND BASE TO BE REMOVED.
- EXISTING ROOF DRAIN TO BE REMOVED (TYP.).
- EXISTING ELECTRIC STRUCTURE TO BE REMOVED.
- EXISTING ELECTRIC CONDUIT TO BE REMOVED. CONTRACTOR TO COORDINATE WITH THE PUBLIC ELECTRIC COMPANY FOR REMOVAL PRIOR TO CONSTRUCTION.
- EXISTING GAS STRUCTURE TO BE REMOVED. CONTRACTOR TO COORDINATE WITH THE PUBLIC GAS COMPANY FOR GAS LINE LOCATION AND REMOVAL PRIOR TO CONSTRUCTION.
- EXISTING SANITARY LINE TO BE REMOVED. CONTRACTOR TO COORDINATE WITH PUBLIC SEWER COMPANY FOR LOCATION AND REMOVAL PRIOR TO CONSTRUCTION.
- EXISTING CLEANOUT TO BE REMOVED.
- EXISTING TRANSFORMER AND PAD TO BE RELOCATED.
- EXISTING LIGHT FIXTURE TO BE REMOVED.
- EXISTING SPIGOT TO BE REMOVED.
- EXISTING AUTO SPRINKLER TO BE REMOVED.
- EXISTING CURB TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING PAVEMENT TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING LANDSCAPE AREA TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING SIGN TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING STORM INLET TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING SANITARY LINE TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING ELECTRIC LINE TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING LIGHT TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING TREE TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING FENCE TO BE REMOVED AND REPLACED WITH AN INLET CONVERSION FRAME AND COVER WITH 24" MANHOLE.
- EXISTING STORM SEWER TO BE ABANDONED IN PLACE. CONTRACTOR TO USE NON-DRAINING GROUT.
- EXISTING CONCRETE SIDEWALK TO BE REMOVED. CONTRACTOR TO SET FUTURE AND POLE ASIDE FOR REUSE IF POSSIBLE.
- EXISTING LIGHT POLE TO BE REMOVED. CONTRACTOR TO SET FUTURE AND POLE ASIDE FOR REUSE IF POSSIBLE.
- EXISTING PAVEMENT TO BE MAILED AND OVERLAYED. REFER TO SHEET C3.1 FOR MILL AND OVERLAY DATA.
- EXISTING CONCRETE WATER METER FIT TO REMAIN AND TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.
- EXISTING FIRE SERVICE METER FIT TO REMAIN AND BE REUSED. CONTRACTOR TO PROTECT IN PLACE.
- APPROXIMATE LOCATION OF EXISTING GAS LINE TO BE REMOVED.
- APPROXIMATE LOCATION OF EXISTING GAS LINE TO REMAIN. CONTRACTOR TO PROTECT IN PLACE.

EXISTING CONDITIONS LEGEND

	EXISTING PROPERTY BOUNDARY LINE
	EXISTING ADJOINING PROPERTY LINE
	EXISTING SETBACK
	EXISTING ZONING BOUNDARY
	EXISTING BUILDING
	EXISTING CONCRETE
	EXISTING PAVEMENT MARKING
	EXISTING CURB
	EXISTING FENCE
	EXISTING VEGETATION
	EXISTING SIGNAGE
	EXISTING NO. LAND
	EXISTING INTERNAL CONTOUR LINE
	EXISTING WATER LINE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING OVERHEAD WIRES
	EXISTING SANITARY
	EXISTING STORM
	EXISTING UTILITY VAULT
	EXISTING STORM STRUCTURES
	EXISTING SANITARY STRUCTURES
	EXISTING WATER STRUCTURES
	EXISTING GAS VALVE
	EXISTING ELECTRIC STRUCTURE
	EXISTING LIGHT POLE
	EXISTING SOIL BOUNDARY
	DEMO OVERHANG
	DEMO ROOF DRAIN
	DEMO AUTO SPRINKLER
	DEMO SPIGOT
	DEMO FLAG POLE
	DEMO BUILDING
	DEMO HARDSCAPE
	DEMO CURB
	DEMO VEGETATION
	DEMO SIGNAGE
	DEMO BOLLARD
	DEMO LIGHT POLE
	DEMO GAS VALVE
	DEMO ELECTRIC STRUCTURE
	DEMO FENCE
	DEMO PAVEMENT MARKING
	PROPOSED LIMIT OF DISTURBANCE
	PROPOSED PILE PROTECTION. REFER TO DETAIL ON SHEET C3.2

CORE STATES

OLIVE GARDEN
ITALIAN RESTAURANT

UNLICENSED SEAL

Issue Date: 04.27.2022

REVISION INFORMATION

08-18-2022 AGENCY REVISIONS

Restaurant #: 3000

2402 EASTON ROAD
WILLOW GROVE, PA 19090

AUTHORIZED FOR PERMIT / SD

WILLOW GROVE, PA

Drawing

DEMOLITION PLAN

C4.1

IMPERVIOUS COVERAGE CALCULATIONS		
ITEM	EXISTING	PROPOSED
PERVIOUS AREA	15,933 SF (3.37 AC, (18.4%)	14,218 SF (3.02 AC, (20.3%)
IMPERVIOUS AREA	71,116 SF (15.63 AC, (81.6%)	58,833 SF (12.84 AC, (79.7%)
PROPOSED IMPERVIOUS AREA	N/A	53,444 SF (11.54 AC, (75.2%)
TOTAL AREA (NOT INCLUDING R.S.W.)	87,151 SF (2.00 AC	87,151 SF (2.00 AC

ACKNOWLEDGEMENT OF OWNER

ON THE _____ DAY OF _____, 20____, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC, A NOTARY PUBLIC OF PENNSYLVANIA, RESIDING IN _____ COUNTY, PERSONALLY APPEARED _____ AND ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED TO DO SO, HEREIN EXECUTES THE FOREGOING PLAN BY SIGNING THAT THE SAID CORPORATION IS THE REGISTERED OWNER OF THE DESIGNATED LAND, AND ALL NECESSARY APPROVALS OF THE PLAN HAVE BEEN OBTAINED AND ARE ENDORSED THEREON; THAT SAID CORPORATION DESIRES THAT THE FOREGOING PLAN BE RECORDED ACCORDING TO LAW, WITNESSED BY HAND AND NOTARIAL SEAL, THE DAY AND YEAR ABOVE SAID.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC OR OTHER OFFICER

TITLE
 CHAIRMAN CORPORATION

RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF MONTGOMERY COUNTY, NORRISTOWN, PENNSYLVANIA IN PLAN BOOK _____ PAGE _____ ON THE _____ DAY OF _____, 20____.

21-00-0221-00-9
 D.B.V. 5754, P.C. 184
 08-12-2017
 MONROE SERVICE CENTER, INC.
 C. KELLY DECKER, JR.
 ZONED R-1 RESIDENTIAL/
 C-1 COMMERCIAL

21-00-1827-00-9
 D.B.V. 5754, P.C. 184
 08-12-2017
 MONROE SERVICE CENTER, INC.
 C. KELLY DECKER, JR.
 ZONED R-1 RESIDENTIAL/
 C-1 COMMERCIAL

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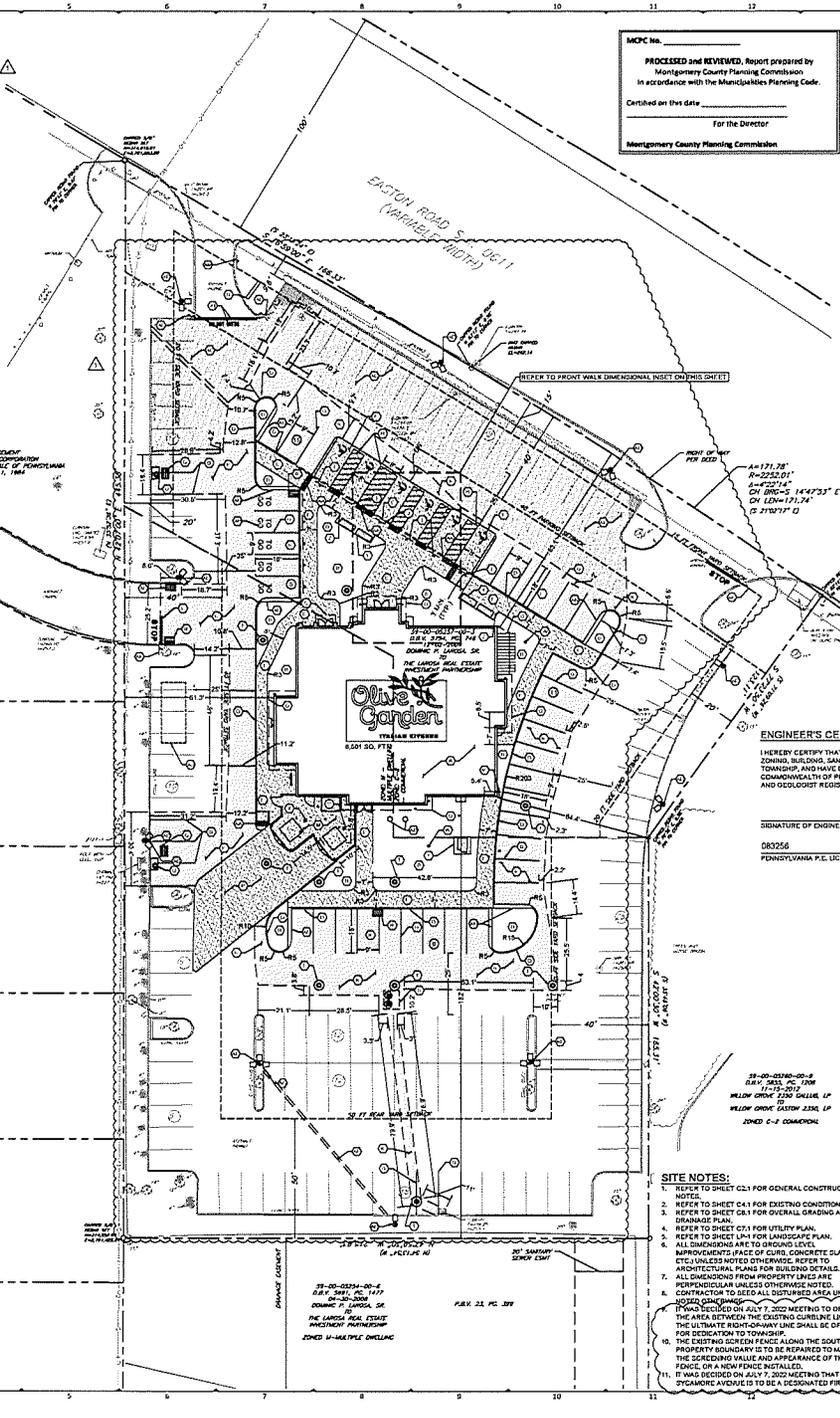
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 C. KELLY DECKER, JR.
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 C-1 COMMERCIAL

21-00-1827-00-9
 D.B.V. 5754, P.C. 184
 08-12-2017
 MONROE SERVICE CENTER, INC.
 C. KELLY DECKER, JR.
 ZONED R-1 RESIDENTIAL/
 C-1 COMMERCIAL



MPC No.
PROCESSED AND REVIEWED. Report prepared by
Montgomery County Planning Commission
 In accordance with the Municipals Planning Code.
 Certified on this date _____
 For the Director _____
 Montgomery County Planning Commission

ZONING DATA						
C-2 - COMMERCIAL DISTRICTS & M - MULTIPLE DWELLING DISTRICT						
ITEM	REQUIRED - C2	REQUIRED - M (1)	EXISTING	PROPOSED	COMPLIANCE	
MINIMUM FRONT YARD	15 FT	DUPLEX - AGGREGATE DEPTH OF 50 FEET WITH REAR, BUT NEITHER YARD LESS THAN 20 FEET. GARDEN APT/TOWNHOMES - 50 FT	70.37 FT	85.1 FT	COMPLIANT	
MINIMUM SIDE YARD	20 FT OR 30 FT ABUTTING A RESIDENTIAL DISTRICT	DUPLEX - 10 FT GARDEN APT/TOWNHOMES - 45 FT & LANDSCAPED BUFFER OF 25 FT	73.77 FT	61.3 FT	COMPLIANT	
MINIMUM REAR YARD	30 FT	DUPLEX - AGGREGATE DEPTH OF 50 FEET WITH REAR, BUT NEITHER YARD LESS THAN 20 FEET. GARDEN APT/TOWNHOMES - 50 FT	147.29 FT	182.0 FT	COMPLIANT	
MAXIMUM BUILDING HEIGHT	35 FT OR 3 STORIES, WHICHEVER IS LESS	45 FT OR 3 STORIES	43.0 FT	25.75 FT	COMPLIANT	
MINIMUM LOT SIZE	20,000 SF	DUPLEX - 7,500 SF FOR EACH DWELLING UNIT DUPLEX - 4 AC.	87,151 SF (2.00 AC)	N/A	NO CHANGE	COMPLIANT
MINIMUM TRACT AREA	-	GARDEN APT/TOWNHOMES - 4 AC. WITH NOT MORE THAN ONE DWELLING UNIT FOR EACH 1,000 SQUARE FEET OF LOT AREA YARDS	87,151 SF (2.00 AC)	N/A	NO CHANGE	EXISTING NON-COMPLIANT
MINIMUM LOT WIDTH	55 FT AT BUILDING LINE	-	328 FT	N/A	NO CHANGE	COMPLIANT
MINIMUM LOT DEPTH	100 FT AT ANY ONE POINT FROM THE STREET LINE ON A LINE PERPENDICULAR TO THE STREET	-	123.11 FT	N/A	NO CHANGE	COMPLIANT
MAXIMUM BUILDING COVERAGE	NO LESS THAN 2,000 SF AND 30%	40%	7,127 SF (8.2%)	6,201 SF (7.5%)	COMPLIANT	
MAXIMUM BUILDING COVERAGE	60%	50%	81.6% (1)	81.6% (1)	EXISTING NON-COMPLIANT	
PARKING SETBACK	40 FT IN FRONT YARD	-	9.9 FT (1)	N/A	NO CHANGE	EXISTING NON-COMPLIANT

(1) - THE M - MULTIPLE DWELLING DISTRICT LIST REGULATIONS FOR TWO UNITS WHICH ARE NOT PROPOSED. DUPLEX & GARDEN APARTMENTS/TOWNHOMES
 (1) - EXISTING NON-COMPLIANT

GENERAL NOTES
 THE DRAWING REFERENCE:
 ALTAMPS LAND TITLE SURVEY
 2402 EASTON ROAD
 UPPER MORELAND TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA
 CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
 333 BALDWIN ROAD
 PITTSBURGH, PA 15225

SITE ADDRESS:
 2402 EASTON ROAD
 WILLOW GROVE, PA 19090
 MONTGOMERY COUNTY

1) PARCEL INFORMATION:
 PARCEL ID: 98-00-0525-0-3
 82,338 SQ. FT. (1.89 AC.)
 ZONED: C-2 - COMMERCIAL DISTRICTS & M - MULTIPLE DWELLING DISTRICT
 EXISTING USE: RESTAURANT
 PROPOSED USE: RESTAURANT (PERMITTED USE IN C-2 DISTRICT WITH SPECIAL EXCEPTION BY THE ZONING HEARING BOARD, NOT A PERMITTED USE IN M DISTRICT)

2) PARKING REQUIREMENTS:
 PER 330-178 RESTAURANTS REQUIRE ONE PARKING SPACE FOR EVERY TWO SEATS OR ONE SPACE FOR EVERY 100 SQUARE FEET OF GROSS FLOOR AREA EXCLUSIVE OF BASEMENTS IF NOT DEVOTED TO THE USE OF PARKING. WHOEVER IS THE LANDLORD, TOGETHER WITH ONE SPACE FOR EACH EMPLOYEE ON THE SHIFT HAVE THE LARGEST NUMBER OF EMPLOYEES. FIFTY ADDITIONAL SPACES SHALL BE PROVIDED WHERE SUCH ESTABLISHMENT SERVES FOOD OR BEVERAGES FOR CONSUMPTION UPON THE PREMISES OUTSIDE OF THE BUILDING SERVED THEREON.
 PER ADA REQUIREMENTS, PARKING LOTS WITH 151-200 SPACES MUST PROVIDE 8 ACCESSIBLE PARKING SPACES, INCLUDING AT LEAST 1 VAN ACCESSIBLE SPACE.

3) PARKING CONDITIONS:
 EXISTING: 167 SPACES INCLUDING 6 ACCESSIBLE SPACES
 PROPOSED: 154 SPACES INCLUDING 6 ACCESSIBLE SPACES
 REDUCED: 18,561 SF / 151 SPACE - 15 EMPLOYEES AT THE HIGHEST EMPLOYMENT LEVEL + 150 = 28 SPACES + 158 SPACES

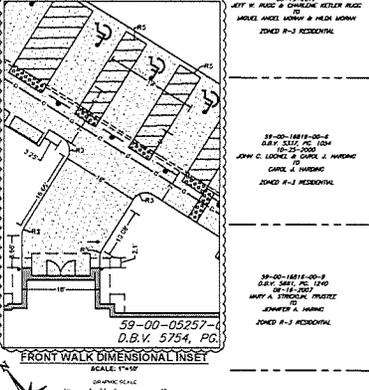
SITE KEYNOTES:
 A. PROPOSED OLIVE GARDEN BUILDING.
 B. PROPOSED LANDSCAPE AREA.
 C. PROPOSED PLUSH CURB. REFER TO DETAIL ON SHEET CB.1
 D. PROPOSED CURB. REFER TO DETAIL ON SHEET CA.1
 E. PROPOSED CONCRETE SIDEWALK. REFER TO DETAIL ON SHEET CA.1
 F. PROPOSED CONCRETE PAD FOR ADA PARKING STALLS. REFER TO DETAIL ON SHEET CA.1
 G. PROPOSED PARKING STRIPING. REFER TO DETAIL ON SHEET CA.1
 H. PROPOSED ACCESSIBLE PARKING SPACES AND ANGLES. REFER TO DETAIL ON SHEET CA.1
 I. PROPOSED ACCESSIBLE PARKING SIGNAGE WITH BOLLARD. REFER TO DETAIL ON SHEET CA.1
 J. PROPOSED VAN ACCESSIBLE PARKING SIGNAGE WITH BOLLARD. REFER TO DETAIL ON SHEET CA.1
 K. PROPOSED ASPHALT PAVEMENT. REFER TO DETAIL ON SHEET CA.1
 L. EXISTING STOP BAR TO BE RESTRIPTED IN KIND. STRIPES TO BE THERMOPLASTIC.
 M. PROPOSED TRAFFIC ENCLOSURE.
 N. PROPOSED DRIVE DRAIN SIGN. REFER TO SIGN PACKAGE.
 O. PROPOSED BUILDING CANOPY.
 P. PROPOSED CONCRETE PAD FOR DUMPSTER PAD. REFER TO DETAIL ON SHEET CA.1
 Q. PROPOSED PRECAST TYPE M W/LET. REFER TO DETAIL ON SHEET CA.2
 R. PROPOSED PRECAST TYPE C W/LET. REFER TO DETAIL ON SHEET CA.2
 S. PROPOSED DUTAIL CONTROL STRUCTURE. REFER TO DETAIL ON SHEET CA.2
 T. PROPOSED PRECAST MANHOLE. REFER TO DETAIL ON SHEET CA.2 & CA.3
 U. PROPOSED PENDENT STANDARD INLET CONVERSION LID. REFER TO DETAIL ON SHEET CA.2
 V. PROPOSED 12" HDPE LAST YARD DRAIN WITH STANDARD GRATED LID. REFER TO DETAIL ON SHEET CA.3
 W. PROPOSED 12" HDPE LAST YARD DRAIN WITH DOMED GRATED LID. REFER TO DETAIL ON SHEET CA.3
 X. PROPOSED RELOCATED TRANSFORMER WITH 7 FT X 7 FT CONCRETE PAD.
 Y. PROPOSED BENCH (TYP.).
 Z. PROPOSED SIGN (TYP.).
 AA. PROPOSED DETECTABLE WARNING SURFACE. REFER TO DETAIL ON SHEET CA.1
 AB. PROPOSED ACCESS MANHOLE FOR ORANGE INTERCEPTOR. REFER TO DETAIL ON SHEET CA.1
 AC. PROPOSED MELL AND OVERLAY AREA. REFER TO DETAIL ON SHEET CA.1
 AD. PROPOSED LIGHT POLE AND BASE. CONTRACTOR TO REUSE EXISTING LIGHT POLE TO BE REMOVED IF POSSIBLE. REFER TO DETAIL ON SHEET CA.1
 AE. PROPOSED LIGHT FIXTURE ON EXISTING LIGHT POLE TO REMAIN. REFER TO DETAIL ON SHEET CA.1
 AF. PROPOSED ELECTRICAL CONDUIT TRENCHING. REFER TO DETAIL ON SHEET CA.1
 AG. EXISTING CURB TO BE REPLACED IN KIND FOR PROPOSED ELECTRICAL TRENCHING.
 AH. PROPOSED 150 NOT CENTER PAVEMENT MARKING. REFER TO DETAIL ON SHEET CA.1
 AI. DESIGNATED (LOADING AND UNLOADING SPACE) (SEE 25). ONLY TO BE UTILIZED OUTSIDE NORMAL OPERATING HOURS.
 AJ. PROPOSED "DO NOT ENTER" SIGN. REFER TO DETAIL ON SHEET CA.1
 AK. PROPOSED "DO NOT ENTER" SIGN. REFER TO DETAIL ON SHEET CA.1
 AL. PROPOSED "TRUCKWAY" SIGN. REFER TO DETAIL ON SHEET CA.1
 AM. PROPOSED "TRUCKWAY" SIGN. REFER TO DETAIL ON SHEET CA.1
 AN. PROPOSED 1" WALK OFF CURB.
 AO. PROPOSED DOLLAR FOR BUILDING PROTECTION.

SITE LEGEND

- DISTRICT PROPERTY BOUNDARY LINE
- DISTRICT ZONING BOUNDARY LINE
- DISTRICT SETBACK
- DISTRICT ZONING BOUNDARY
- DISTRICT BUILDING
- DISTRICT CONCRETE
- DISTRICT PAVEMENT MARKING
- DISTRICT CURB
- DISTRICT FENCE
- DISTRICT VEGETATION
- DISTRICT SIGNAGE
- DISTRICT BOLLARD
- DISTRICT OVERHEAD WIRE
- DISTRICT UTILITY W/LET
- DISTRICT UTILITY POLE
- DISTRICT STRUCTURE
- DISTRICT SANITARY STRUCTURES
- DISTRICT WATER STRUCTURES
- DISTRICT GAS VALVE
- DISTRICT ELECTRIC STRUCTURE
- DISTRICT LIGHT POLE
- PROPOSED CURB
- PROPOSED PLUSH CURB
- PROPOSED GAVOULT LINE
- PROPOSED CONCRETE
- PROPOSED PARKING STRIPING
- PROPOSED SIGN
- PROPOSED DETECTABLE WARNING SURFACE
- PROPOSED STORM STRUCTURE
- PROPOSED SANITARY STRUCTURE
- PROPOSED ASPHALT
- PROPOSED MELL AND OVERLAY
- PROPOSED LIGHT FIXTURES

ENGINEER'S CERTIFICATION
 I HEREBY CERTIFY THAT THESE PLANS ARE IN CONFORMANCE WITH ENGINEERING, ZONING, BUILDING, SANITATION, AND OTHER APPLICABLE ORDINANCES OF THIS TOWNSHIP, AND HAVE BEEN PREPARED IN ACCORDANCE WITH ACT 31 OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE "ENGINEER, LAND SURVEYOR, AND GEOLOGIST REGISTRATION LAW" (P.L. 01-3, NO. 367), AS AMENDED.

SIGNATURE OF ENGINEER _____ DATE _____
 083256
 PENNSYLVANIA P.E. LICENSE NUMBER _____



FRONT WALK DIMENSIONAL INSET
 SCALE: 1" = 10'-0"

UPPER MORELAND TOWNSHIP CERTIFICATION
 APPROVAL NOTATION BY THE TOWNSHIP SHALL BE AS FOLLOWS:
 APPROVED BY THE BOARD OF COMMISSIONERS OF UPPER MORELAND TOWNSHIP THIS _____ DAY OF _____, 20____.

PRESIDENT
 ATTORNEY
 TOWNSHIP SECRETARY
 TOWNSHIP ENGINEER



Issue Date: 04.27.2022
 REVISION INFORMATION
 08-18-2022
 AGENCY REVISIONS

Restaurant #: XXXX

OLIVE GARDEN
 2402 EASTON ROAD
 WILLOW GROVE, PA 19090

Authorizes For: PERMIT / SD
 WILLOW GROVE, PA
 Drawing: CIVIL SITE PLAN / DIMENSIONAL CONTROL
C5.1

GROUP
 CONSULTING ENGINEERS
 1000 MARKET STREET, SUITE 1000
 PHILADELPHIA, PA 19102
 TEL: 215-562-1000
 FAX: 215-562-1001
 WWW.CORESTATES.COM



Issue Date: 04.27.2022

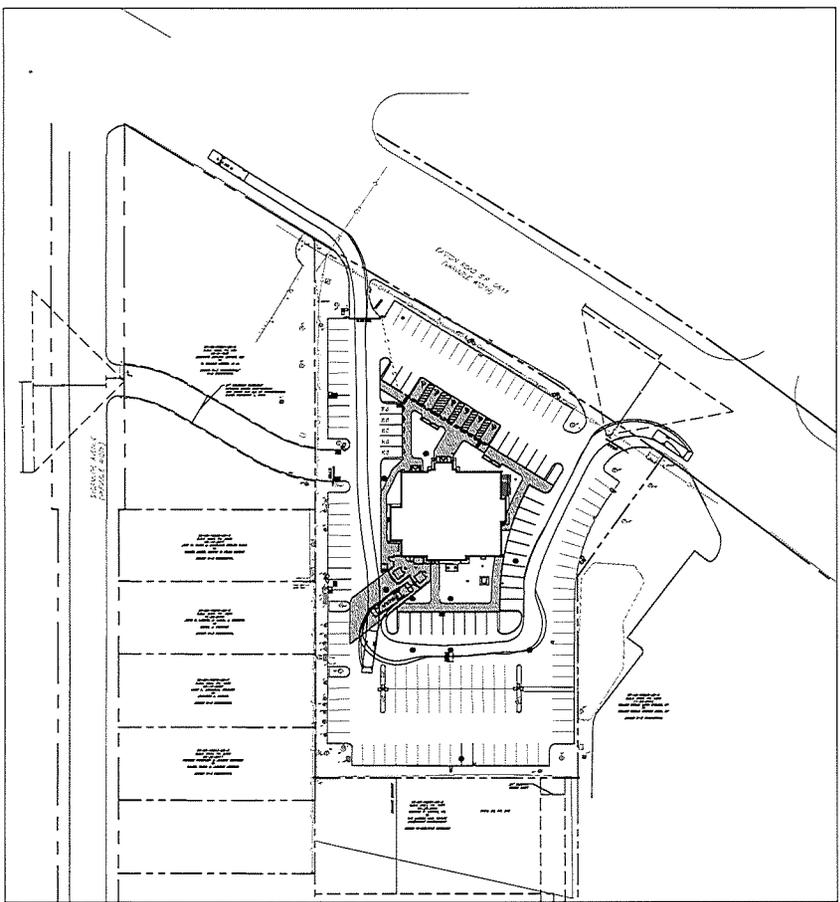
REVISION INFORMATION:
 08-18-2022
 AGENCY REVISIONS

Restaurant #: XXXXX

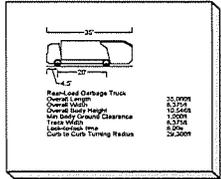
OLIVE GARDEN
 2402 EASTON ROAD
 WILLOW GROVE, PA 19090
 AUTHORIZED FOR:
 PERMIT / BID
 WILLOW GROVE, PA

Drawing:
 VEHICULAR ACCESS PLAN

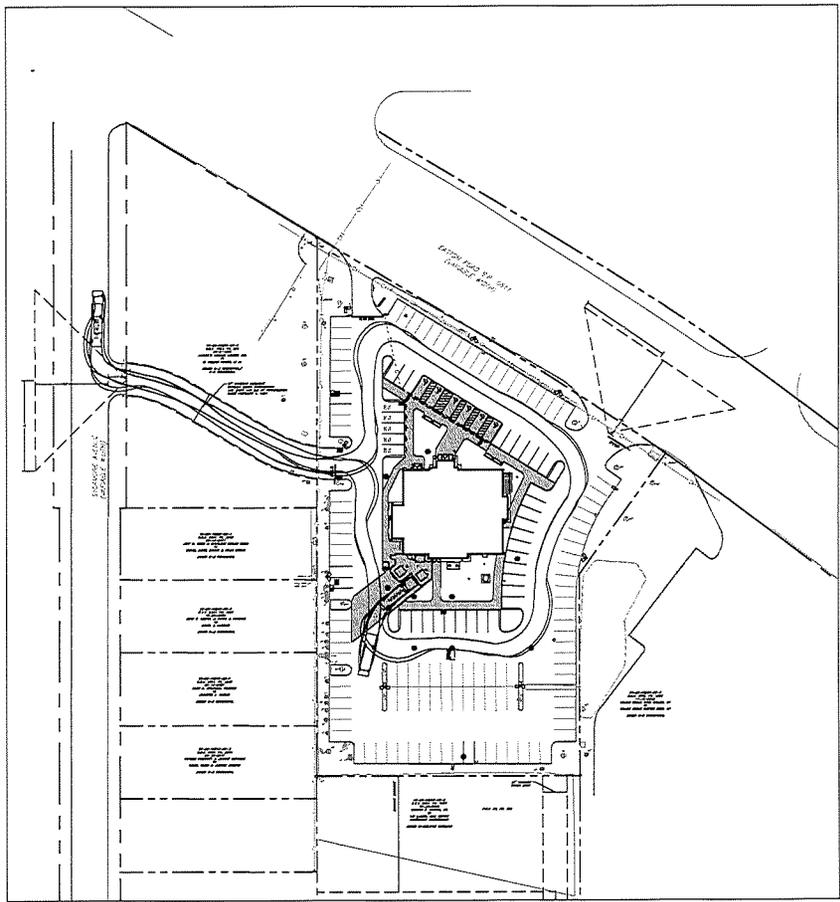
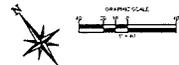
C5.3



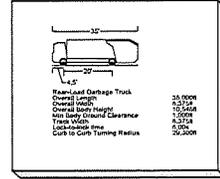
GARBAGE TRUCK ACCESS PLAN - EASTON ROAD
 SCALE: 1" = 20'



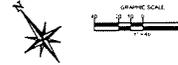
REAR-LOAD GARBAGE TRUCK
 SCALE: N.T.S.

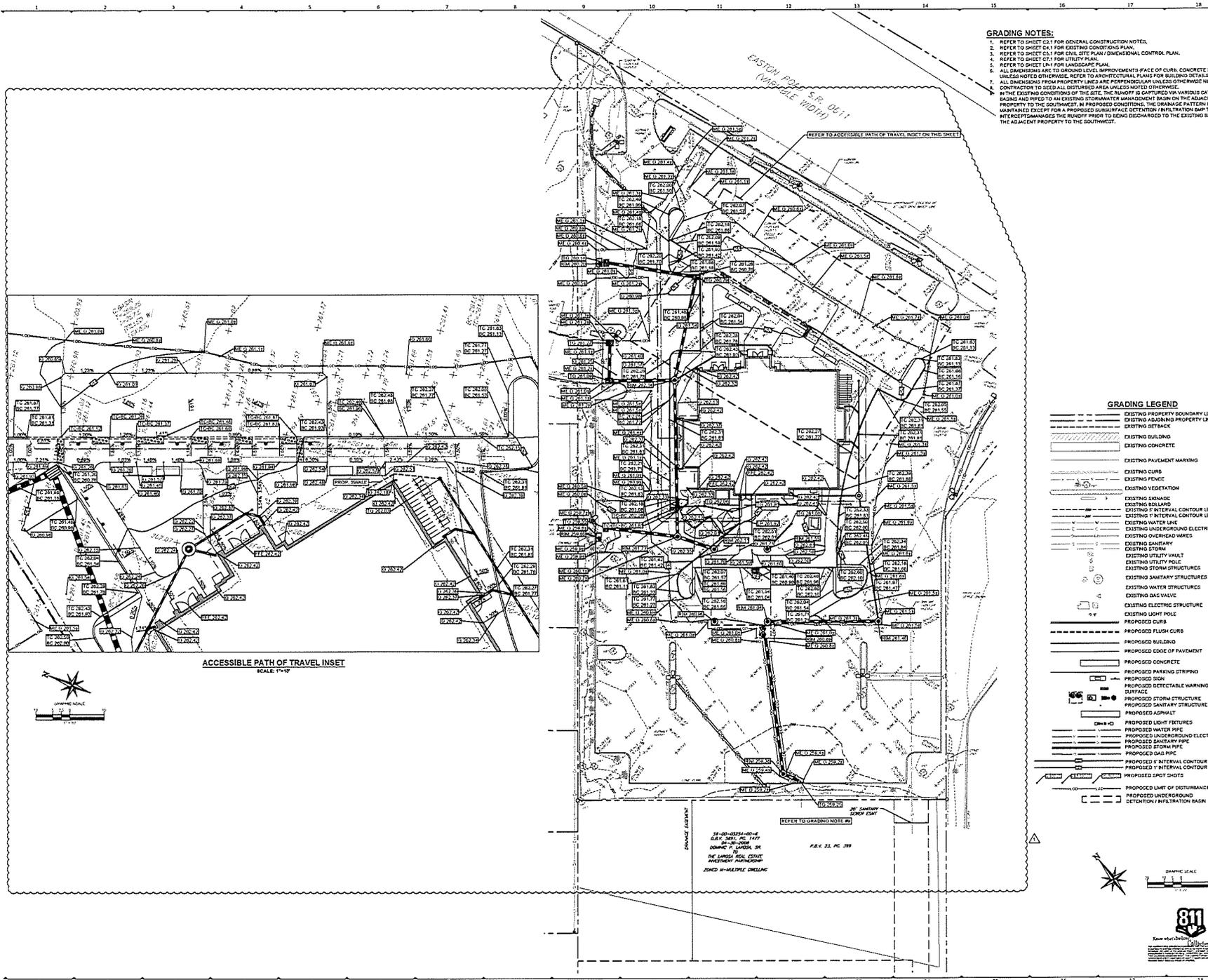


GARBAGE TRUCK ACCESS PLAN - SYCAMORE AVENUE
 SCALE: 1" = 20'

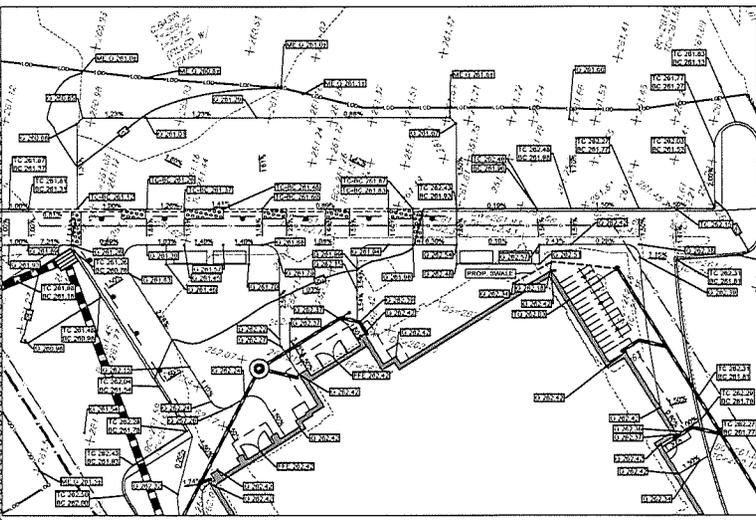


REAR-LOAD GARBAGE TRUCK
 SCALE: N.T.S.





- GRADING NOTES:**
1. REFER TO SHEET C6.1 FOR GENERAL CONSTRUCTION NOTES.
 2. REFER TO SHEET C6.1 FOR EXISTING CONDITIONS PLAN.
 3. REFER TO SHEET C6.1 FOR CIVIL SITE PLAN (INDIVIDUAL CONTROL PLAN).
 4. REFER TO SHEET C7.1 FOR UTILITY PLAN.
 5. REFER TO SHEET L.1 FOR LANDSCAPE PLAN.
 6. ALL DIMENSIONS ARE TO GROUND LEVEL, IMPROVEMENTS (FACE OF CURB, CONCRETE SLAB, ETC.) UNLESS NOTED OTHERWISE, REFER TO ARCHITECTURAL PLANS FOR BUILDING DETAILS.
 7. ALL DIMENSIONS FROM PROPERTY LINES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
 8. CONTRACTOR TO VERIFY ALL EXISTING AREAS LISTED OTHERWISE.
 9. IN THE EXISTING CONDITIONS OF THE SITE, THE RUNOFF IS CAPTURED VIA VARIOUS CATCH BASINS AND PIPED TO AN EXISTING STORMWATER MANAGEMENT BASIN ON THE ADJACENT PROPERTY TO THE SOUTHWEST. IN PROPOSED CONDITIONS, THE DRAINAGE PATTERN IS MAINTAINED EXCEPT FOR A PROPOSED SURFACE DETENTION/PURIFICATION BAY THAT INTERCEPTS THE RUNOFF PRIOR TO BEING DISCHARGED TO THE EXISTING BASIN ON THE ADJACENT PROPERTY TO THE SOUTHWEST.



ACCESSIBLE PATH OF TRAVEL INSET
SCALE: 1"=40'

GRADING LEGEND

	EXISTING PROPERTY BOUNDARY LINE
	EXISTING BUILDING
	EXISTING CONCRETE
	EXISTING PAVEMENT MARKINGS
	EXISTING CURB
	EXISTING FENCE
	EXISTING VEGETATION
	EXISTING SIGNADE
	EXISTING ISLAND
	EXISTING INTERNAL CONTOUR LINE
	EXISTING INTERNAL CONTOUR LINE
	EXISTING WATER LINE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING OVERHEAD WIRES
	EXISTING SANITARY
	EXISTING STORM
	EXISTING UTILITY VAULT
	EXISTING UTILITY POLE
	EXISTING STORM STRUCTURES
	EXISTING SANITARY STRUCTURES
	EXISTING WATER STRUCTURES
	EXISTING GAS VALVE
	EXISTING ELECTRIC STRUCTURE
	EXISTING LIGHT POLE
	PROPOSED CURB
	PROPOSED FLUSH CURB
	PROPOSED BUILDING
	PROPOSED EDGE OF PAVEMENT
	PROPOSED CONCRETE
	PROPOSED PARKING STRIPING
	PROPOSED SIGN
	PROPOSED DETECTABLE WARNING SURFACE
	PROPOSED STORM STRUCTURE
	PROPOSED SANITARY STRUCTURE
	PROPOSED ASPHALT
	PROPOSED LIGHT FIXTURES
	PROPOSED WATER PIPE
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED SANITARY PIPE
	PROPOSED STORM PIPE
	PROPOSED GAS PIPE
	PROPOSED INTERNAL CONTOUR LINE
	PROPOSED INTERNAL CONTOUR LINE
	PROPOSED SPOT SHOTS
	PROPOSED LIMIT OF DISTURBANCE
	PROPOSED UNDERGROUND DETENTION/PURIFICATION BASIN

CORE STATES

GROUP

OLIVE GARDEN ITALIAN BISTRO

ENGINEER SEAL

Issue Date: 04.27.2022

REVISION INFORMATION

08-18-2022

AGENCY REVISIONS

Restaurant #: XXXXX

OLIVE GARDEN

2402 EASTON ROAD
WILLOW GROVE, PA 19090

AUTHORIZED FOR:
PERMIT / BID

WILLOW GROVE, PA

Drawing

OVERALL GRADING AND DRAINAGE PLAN

C6.1



Issue Date: 04.27.2022

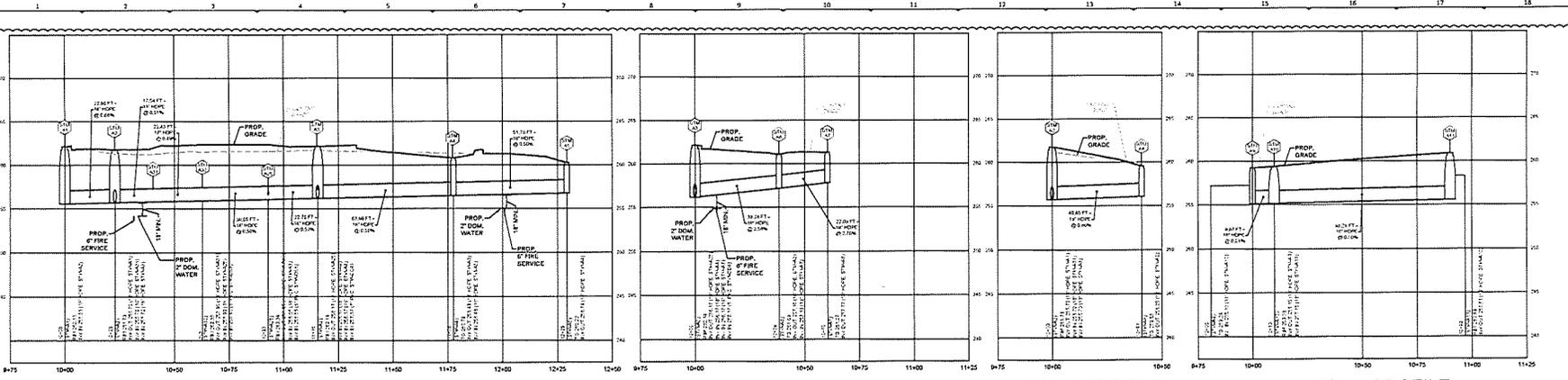
REVISION INFORMATION
 08-18-2022 AGENCY REVISIONS

Restaurant #: 0000

OLIVE GARDEN
 2402 EASTON ROAD
 WILLOW GROVE, PA 19090
 AUTHORIZED FOR:
 PEABY / BD
 WILLOW GROVE, PA

Drawing:
STORM SEWER PROFILES

C7.2

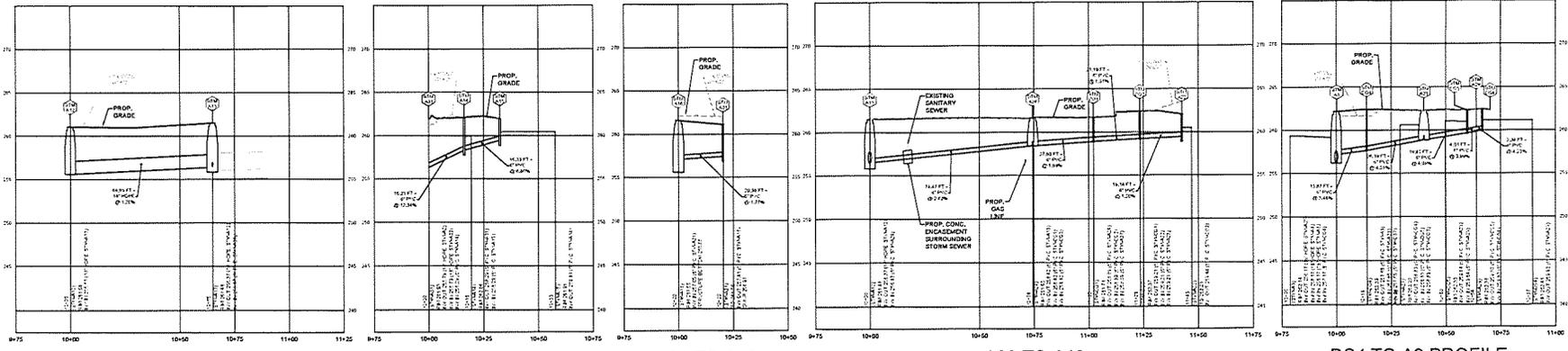


A5 TO A1 PROFILE

A7 TO A3 PROFILE

A8 TO A2 PROFILE

A11 TO A9 PROFILE



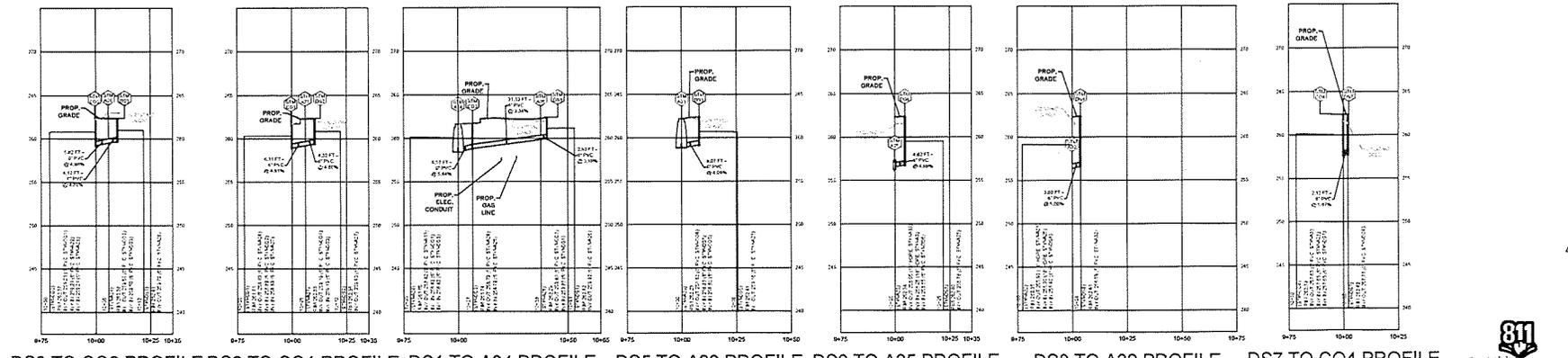
A13 TO A12 PROFILE

A15 TO A31 PROFILE

A21 TO A16

A22 TO A13

DS4 TO A3 PROFILE



DS3 TO CO1 PROFILE DS2 TO CO1 PROFILE

DS1 TO A24 PROFILE

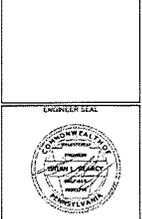
DS5 TO A23 PROFILE

DS6 TO A25 PROFILE

DS8 TO A32 PROFILE

DS7 TO CO4 PROFILE



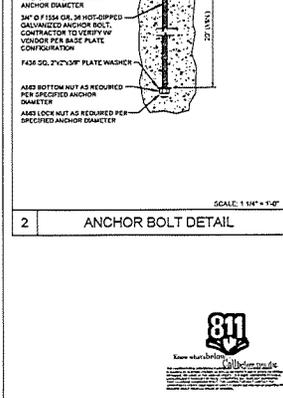
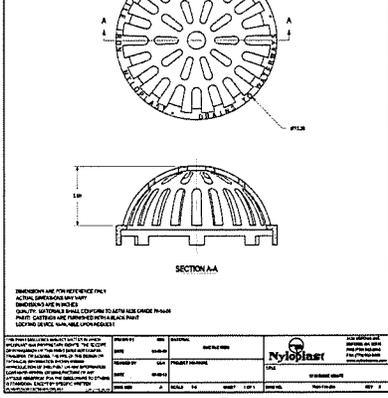
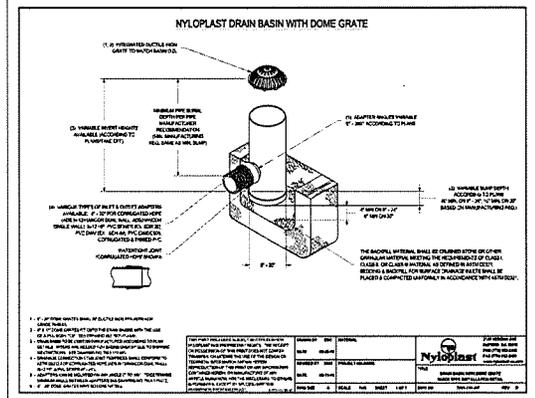
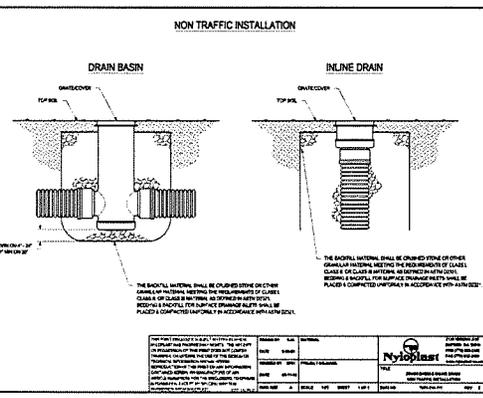
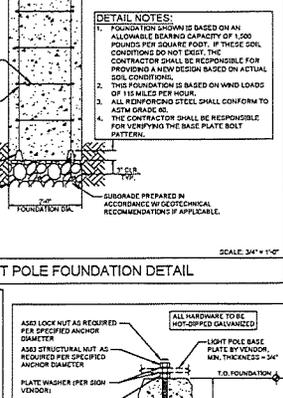
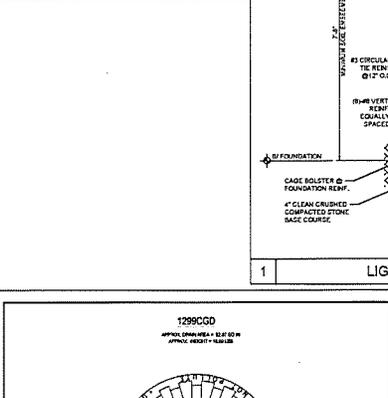
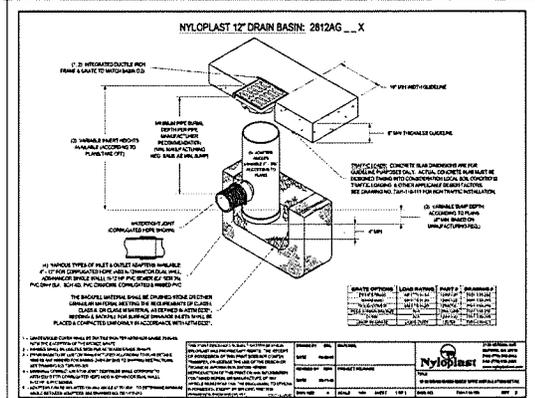
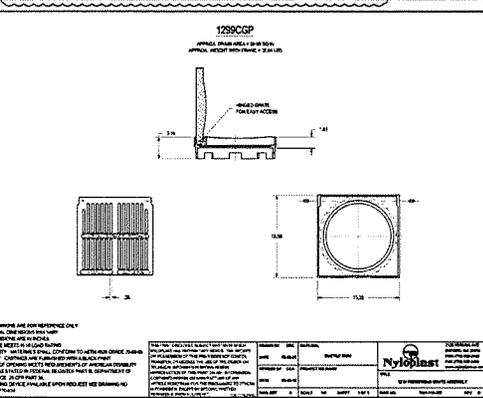
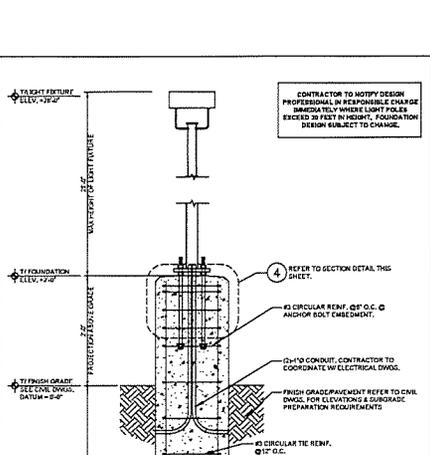
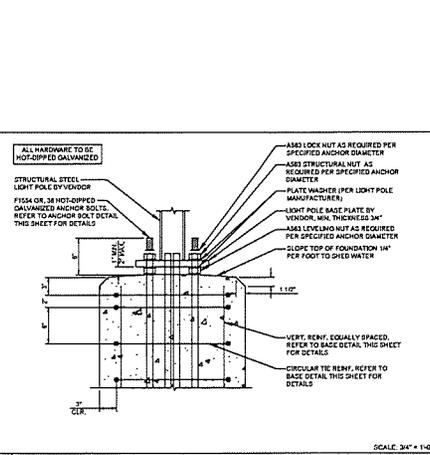
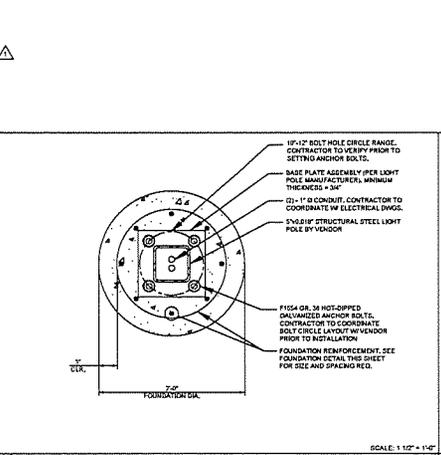
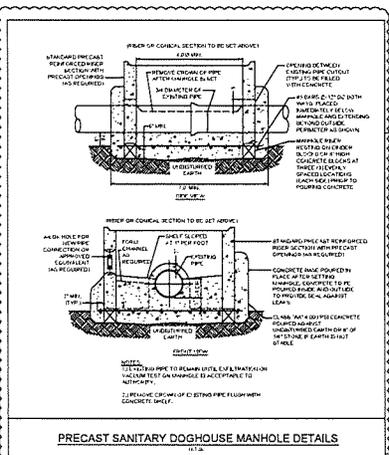


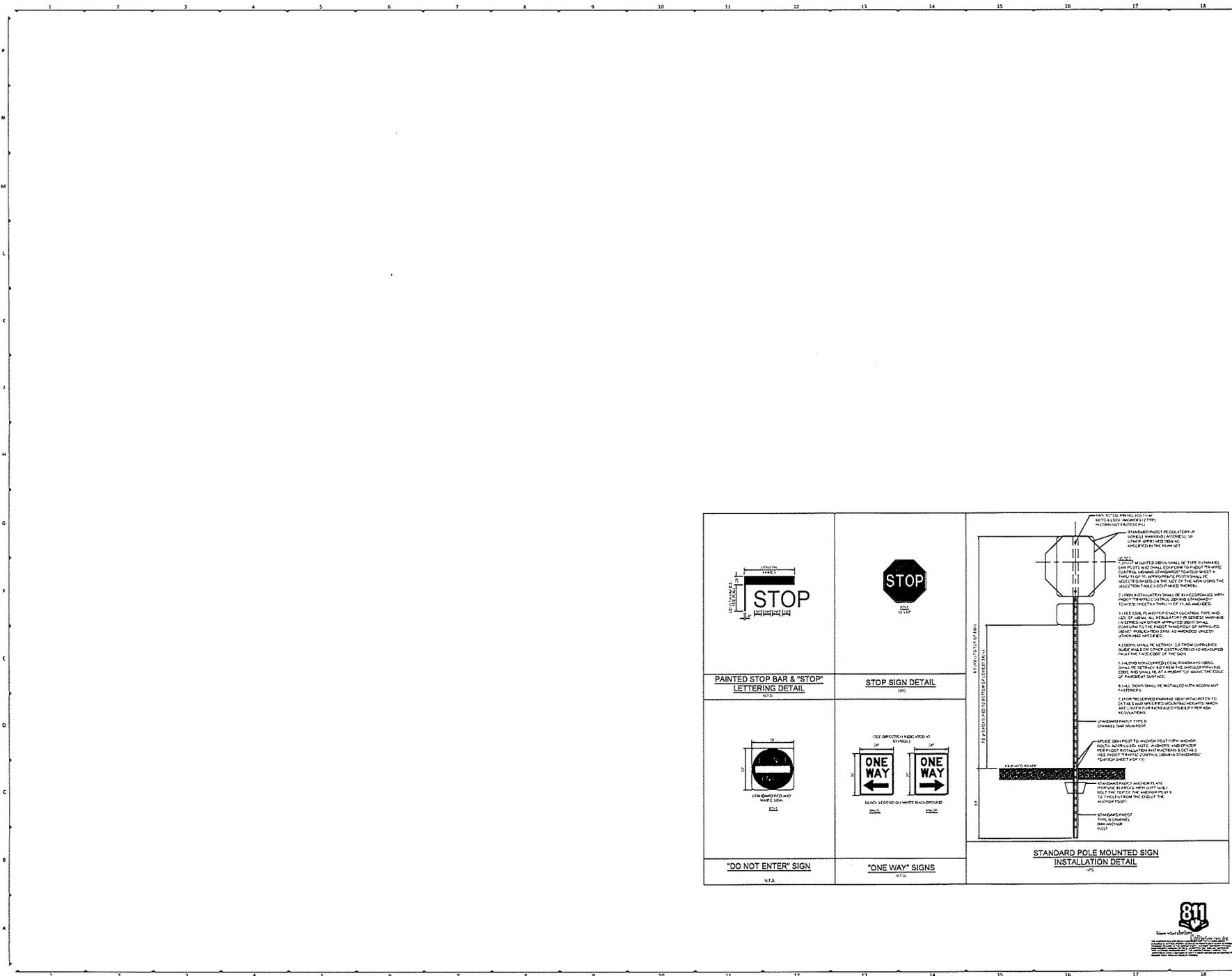
Issue Date: 04.27.2022
 REVISION INFORMATION
 08-18-2022
 AGENCY REVISIONS

Restaurant #: XXXXX
OLIVE GARDEN
 2402 EASTON ROAD
 WILLOW GROVE, PA 19090
 AUTHORIZED FOR: PHANT/MS
 WILLOW GROVE, PA

Drawing
CONSTRUCTION DETAILS

C8.3





CORE STATES
 GROUP

ENGINEER SEAL

Issue Date: 04-27-2022

REVISION INFORMATION

08-18-2022

AGENCY REVISIONS

Restaurant #: 0000

OLIVE GARDEN

2402 EASTON ROAD
 WILLOW GROVE, PA 19090

AUTHORIZED FOR PERMIT / DD

WILLOW GROVE, PA

Drawing

CONSTRUCTION DETAILS

C8.4

PROPOSED STORMWATER MANAGEMENT

PROJECT: Proposed Olive Garden
 LOCATION: 2402 Easton Road, Willow Grove, Pa



Soil Profile Description Sheet

Project Name: 2402 Easton Road Date: 12/23/2022
 Project Location: _____ Tested by: Sheehan Diedo, CPSS/CPSC
 Test Location: _____

Boring #: 1
 Soil mapped: Urban Land - Lawrenceville
 Soil classified: F8 over Lawrenceville
 Taxonomic class: Fine-loamy, mixed, semiactive, mesic Oxyaquic Histosols
 Depth of Rock Lining Layer: ---
 Depth to Pedomorpho Features: 42.60'
 Depth to Seepage: ---

Horizon	Depth (meters)	Color	Texture	Rock Fragments		Structure			Moist	Pedomorpho Features			Remarks
				Size	Quantity	Grade	Size	Grade		Continuity	Abundance	Size	
*M	0-8	Macadam											abrupt/smooth
*C	8-42	5YR 3/2	loam	chunks	20	0	m	frable					abrupt/smooth
Btd	42-66	2.5Y 5/4	silt loam			2	m	slbk	frable	common	medium	distinct	abrupt/wavy
2C1	66-72	5YR 4/4	sandy loam			0	m	frable					clear/wavy
2C2	72-120	2.5YR 4/4	loam			0	m	frable/fin					clear/wavy
2C3	120-192	6YR 3/4	loam			0	m	firm					

- Legend**
- Soil
 - Rock
 - Gravel
 - Cobble
 - Boulders
 - Clumps
 - Silt
 - Sand
 - Clay
 - Organic
 - Iron
 - Manganese
 - Zinc
 - Copper
 - Lead
 - Cadmium
 - Mercury
 - Selenium
 - Arsenic
 - Barium
 - Bismuth
 - Boron
 - Cadmium
 - Chromium
 - Cobalt
 - Copper
 - Lead
 - Manganese
 - Mercury
 - Nickel
 - Silver
 - Vanadium
 - Zinc

CORE STATES
 GROUP
 123456789101112131415161718192021222324252627282930313233343536373839404142434445464748495051525354555657585960616263646566676869707172737475767778798081828384858687888990919293949596979899100



Issue Date: 04.27.2022
 REVISION INFORMATION
 08-18-2022
 AGENCY REVISIONS

Restaurant #: xxxxx
OLIVE GARDEN
 2402 EASTON ROAD
 WILLOW GROVE, PA 19090
 AUTHORIZED FOR:
 PERMIT / BID

WILLOW GROVE, PA

Drawing
 SOIL BORINGS

C9.1



Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number	BUG Rating
■	2	4M-11L	SINGLE	1.000	10800	72	OSQL-B-11L-30K7-4M-UL-NM_ wOSQ-ML-B-DA_	B2-U0-G2
■	3	4M-11L-2(90)	2 @ 90°	1.000	10800	72	OSQL-B-11L-30K7-4M-UL-NM_ wOSQ-ML-B-DA_	B2-U0-G2
■	2	4M-11L-3(90)	3 @ 90°	1.000	10800	72	OSQL-B-11L-30K7-4M-UL-NM_ wOSQ-ML-B-DA_	B2-U0-G2
■	3	4M-11L-B 2@90	2 @ 90 DEG	1.000	8300	72	OSQL-B-11L-30K7-4M-UL-NM_ wOSQ-ML-B-DA_ + OSQ-BLSMF	B1-U0-G2

Calculation Summary: 1.00 LLF

Label	Units	Avg	Max	Min	Avg/Min	Max/Min
All Calc Points	Fc	1.13	5.5	0.0	N.A.	N.A.
Paved Parking_1	Fc	2.37	5.5	0.5	4.74	11.00

Mounting Height: 25' Pole + 3' Base

Pole Schedule

- (2) CL-SSP-4011-25-D1-BZ (25' X 4" STEEL SQUARE POLE, Single)
- (6) CL-SSP-4011-25-D3-BZ (25' X 4" STEEL SQUARE POLE, 2@90°)
- (2) CL-SSP-4011-25-D5-BZ (25' X 4" STEEL SQUARE POLE, 3@90°)

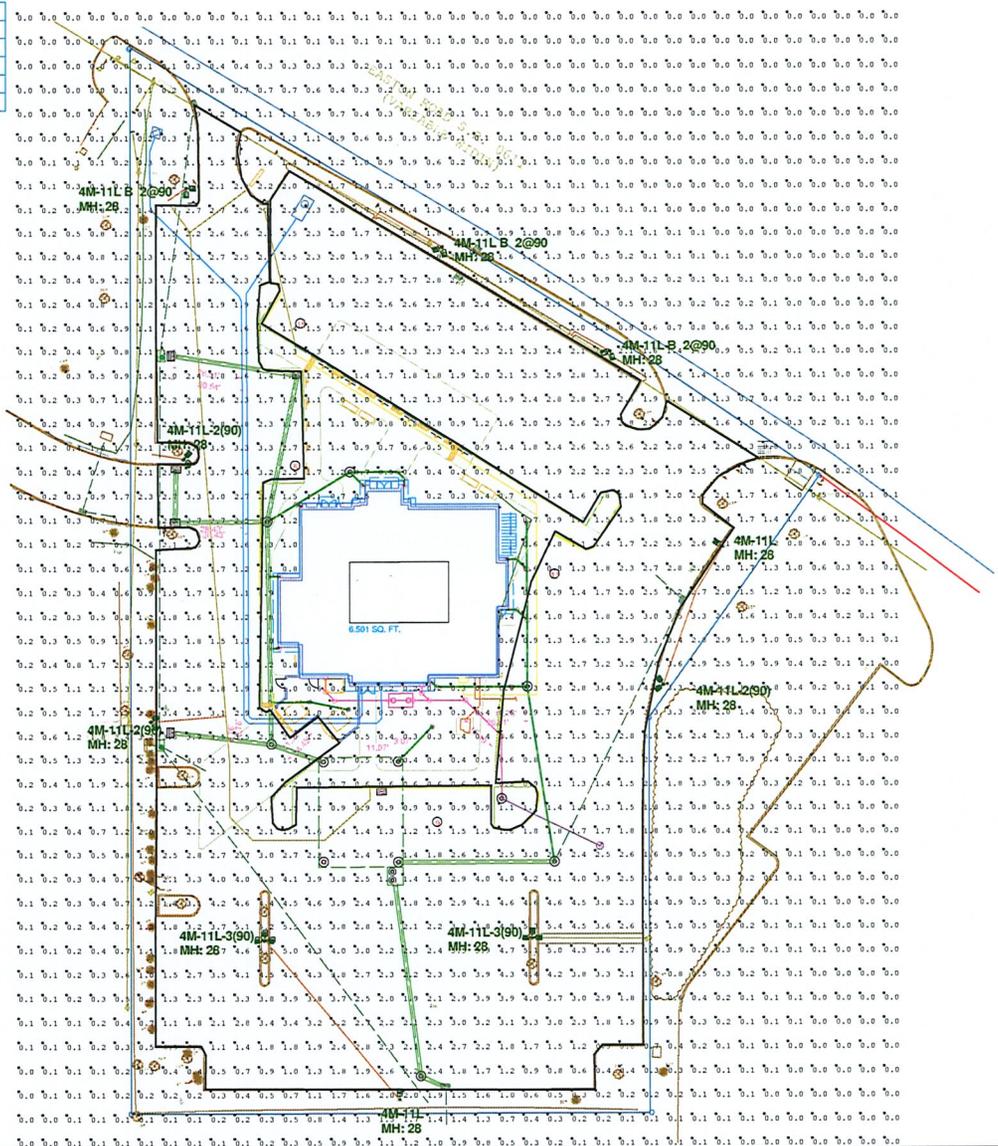
Proposed poles meet 120MPH sustained winds.

Additional Equipment:

- (20) OSQ-ML-DA_ (Direct Arm Mount)
- (6) OSQ-BLSMF (Back light Shield)

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER ***

*** A Light by Others ***



DATE: 04.27.2022
 PROJECT: OLIVE GARDEN
 DRAWING: LANDSCAPE DETAILS & SPECIFICATIONS
 SHEET: L1.2



ENGINEER SEAL

Issue Date: 04.27.2022

REVISION INFORMATION
 08-18-2022
 AGENCY REVISIONS

Restaurant #: 9000

OLIVE GARDEN

2402 EASTON ROAD
 WILLOW GROVE, PA 19090

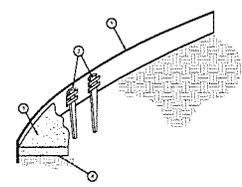
AUTHORIZED FOR PERMIT / BID

WILLOW GROVE, PA

Drawing

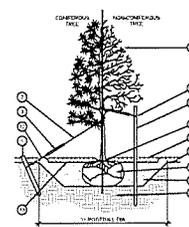
LANDSCAPE DETAILS & SPECIFICATIONS

L1.2



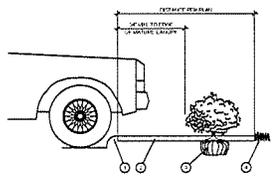
- 1 ROLLED-TO-EDGE EDGING PER PLAN
 - 2 WEDGED TIE STRAPS
 - 3 MATCH TREE HEIGHT PER PLAN
 - 4 FINISH GRADE
- NOTE:
 1. INSTALL EDGING ON THAT SIDE OF THE PARKING OF PLANTED SIDE.
 2. BOTTOM OF EDGING SHALL BE SET IN A MINIMUM OF 1" BELOW FINISH GRADE.
 3. TOP OF EDGING SHALL BE LOWER THAN TOP OF CURB.

D STEEL EDGING
 SCALE: NOT TO SCALE



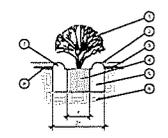
- 1 TREE CROWN
- 2 SPACING OF TRUNK CAL, TRUNK AND BRANCHES OF CROWN
- 3 SPACING OF BRANCHES
- 4 SPACING OF TRUNK CAL
- 5 SPACING OF BRANCHES
- 6 SPACING OF TRUNK CAL
- 7 SPACING OF BRANCHES
- 8 SPACING OF TRUNK CAL
- 9 SPACING OF BRANCHES
- 10 SPACING OF TRUNK CAL

A TREE PLANTING
 SCALE: NOT TO SCALE



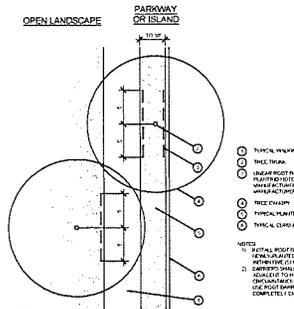
- 1 CURB
- 2 SIDEWALK
- 3 PLANT

E PLANTING AT PARKING AREA
 SCALE: NOT TO SCALE

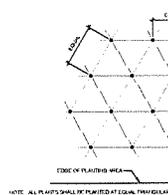


- 1 SHRUB PERFORM; 2. SPACING OF TRUNK CAL
- 3. SPACING OF BRANCHES
- 4. SPACING OF TRUNK CAL
- 5. SPACING OF BRANCHES
- 6. SPACING OF TRUNK CAL

B SHRUB AND GROUND COVER PLANTING
 SCALE: NOT TO SCALE



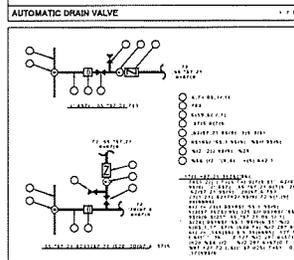
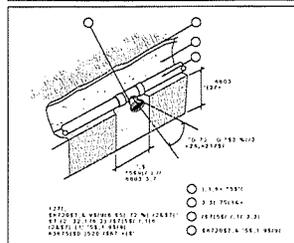
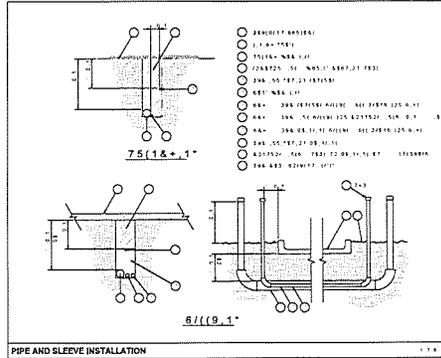
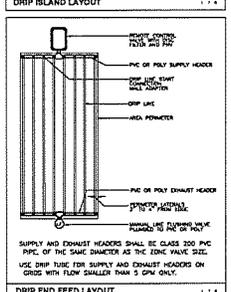
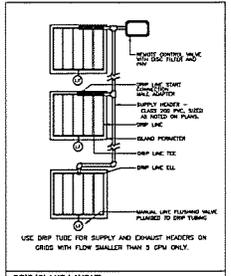
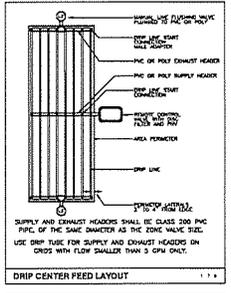
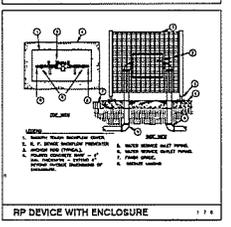
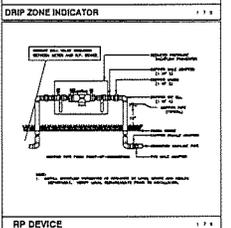
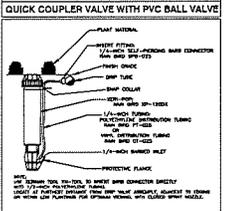
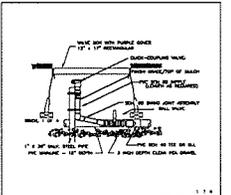
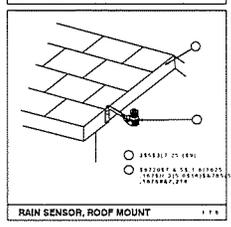
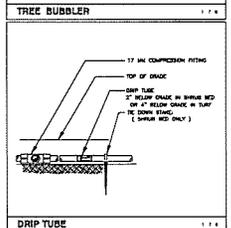
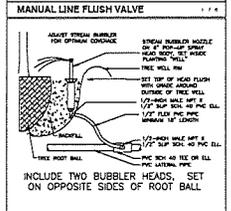
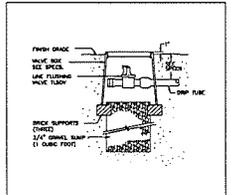
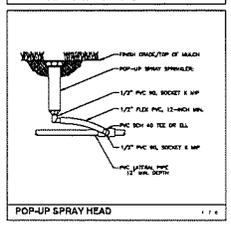
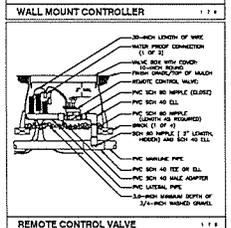
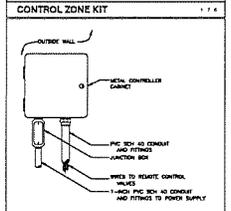
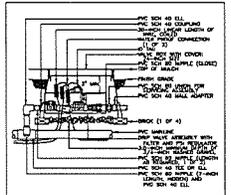
F ROOT BARRIER - PLAN VIEW
 SCALE: NOT TO SCALE



- 1 PLANT CENTER (P.C.)
- 2 EDGE OF PLANTING AREA
- 3 PLANT CENTER (P.C.)

C PLANT SPACING
 SCALE: NOT TO SCALE





CORE STATES

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18



Issue Date: 04.27.2022

REVISION INFORMATION

08-18-2022

AGENCY REVISIONS

Restaurant #: 9999

OLIVE GARDEN

2402 EASTON ROAD
WILLOW GROVE, PA 19090

AUTHORIZED FOR PERMIT / BID

WILLOW GROVE, PA

Drawing: .55, .57, 21 (7 S.)



EXHIBIT

B



September 13, 2022

File No. 22-06026

Paul Purtell, Code Enforcement Director
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Reference: 2402 Easton Road
Olive Garden Italian Kitchen
Land Development Review 2

Dear Paul:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the submitted land development plans for the above-referenced project. Upon review, we offer the following comments for consideration by Upper Moreland Township.

I. Submission

- A. Preliminary/Final Land Development Plans, prepared for Olive Garden Italian Kitchen, prepared by Core States Group, dated April 27, 2022, last revised August 18, 2022 consisting of Sheets 1 to 24 of 24.
- B. Drainage Area Plans, prepared by Core States Group, dated April 27, 2022, last revised August 18, 2022.
- C. Stormwater Management Report, prepared by Core States Group, dated April 27, 2022, last revised August 19, 2022.
- D. Photometric Plan prepared by CREE Lighting, dated August 17, 2022, consisting of one (1) sheet.
- E. ALTA/NSPS Land Title Survey prepared by Civil & Environmental Consultants, Inc. dated December 8, 2021, consisting of one (1) sheet.

II. General Information

The subject property, TMP #59-00-05257-00-3, is located at 2402 Easton Road within the Township's C-2 Commercial and M Multiple Dwelling Zoning Districts between Sycamore Avenue and Home Depot Drive. The two-acre property contains the Brick House restaurant with associated parking areas, landscaping, lighting, and pedestrian walkways. Runoff from the existing improvements is collected by inlets and discharges to an existing basin located on the adjacent property to the south. The Applicant is proposing to demolish the existing restaurant building and a portion of the parking area to construct a 6,501 square-foot Olive Garden restaurant. Additional improvements include parking area reconfiguration, landscaping, lighting, and underground utility improvements. To handle runoff from the proposed improvements, the Applicant is proposing to install an underground detention basin. The site will continue to be serviced by public water and sewer.

III. Review Comments

A. Zoning Ordinance

We have identified no issues with the proposed plan with respect to the requirements and provisions of the current Upper Moreland Township Zoning Ordinance (Chapter 350).

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

B. Waiver Requests

1. §300-17.D – From the requirement that no less than 20 feet of open space be provided between the curb line of any parking areas and the outside wall of the principal building.
2. §300-18 – From the requirement to install sidewalks along Easton Road.
3. §300-19.A(7) – To permit 6-inch reveal curbs where 8-inch reveal is required by Ordinance.
4. §300-52.C – To allow the use of an aerial photograph plan in-lieu-of survey of all existing features within 400 feet of the property.
5. §300-43.D(2) – To permit rows of parking with 15, 18, 19, and 25 spaces where the maximum per Ordinance is 12 spaces.

C. Subdivision and Land Development Ordinance (SALDO)

We have identified the following issues with respect to the requirements and provisions of the current Upper Moreland Township Subdivision & Land Development Ordinance (Chapter 300):

1. §300-14.G – The Board of Commissioners (Board) may grant modification to the requirements of this ordinance provided the Applicant proves undue hardship. Any waivers should be formally requested from the Township unless the plans are revised to address all comments of this letter relative to the SALDO and Stormwater Ordinances.
2. §300-16 – We defer to McMahon & Associates, Inc. with respect to site access and circulation.
3. §300-26 – The plans should be submitted to the Upper Moreland – Hatboro Joint Sewer Authority for review.
4. §300-27 – The plans should be submitted to Aqua PA for review and a copy of the agreement with Aqua PA provided upon receipt.
5. §300-32 – We defer to the Township's Fire Marshal for review and approval of the plans. Approval from the Fire Marshal is required prior to recording of the plan.
6. §300-34.F – The Applicant is required to contribute a fee-in-lieu of open space dedication in accordance with this section. We calculate the fee based on 6,501 S.F. of leasable floor area within the building and \$500.00 per 1,000 S.F. of required open space, to be \$650.10.
7. §300-39 – We defer review of the plans with respect to the landscaping requirements of the Ordinance to McCloskey & Faber.
8. §300-59 – The Applicant is required to post financial security to guarantee the construction of the proposed improvements. An Engineer's Opinion of Probable Cost was included with this plan submission and we will review under separate cover.
9. The Applicant is responsible for all other required approvals, permits, etc. (i.e., MCPC, MCCD, PADEP, PennDOT, Municipal Authority, Fire Marshal, etc.) Copies of these permits or approvals shall be forwarded to the Township.

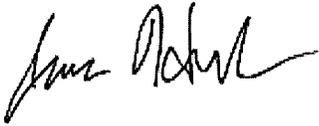
D. Stormwater Management Ordinance

We have identified the following issues with the proposed plan with respect to the requirements and provisions of the current Upper Moreland Township Stormwater Management Ordinance (Chapter 287):

1. The applicant is required to enter into a Stormwater Ownership & Maintenance Agreement with the Township for the proposed on-site stormwater controls. The document will be prepared by the Township Solicitor and executed prior to recording of the plan.

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

Sincerely,



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

JJH/

cc: Mathew Candland, Township Manager
Sean Kilkenny, Esq., Township Solicitor
Kim Flanders, RLA, McCloskey & Faber, PC
Chad Dixon, P.E., McMahon & Associates
Brian Searcy, P.E., Core States Group
Sandi LeBlanc, Olive Garden Holdings, LLC

EXHIBIT

C



McCloskey & Faber, P.C.

Landscape Architecture • Land Planning • Graphic Design

September 12, 2022

Mr. Paul E. Purtell
Director, Code Enforcement
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Reference: Second Landscape Plan Review for **Olive Garden, 2402 Easton Road**, Upper Moreland Township, Montgomery County, PA; M&F No. 215

Dear Mr. Purtell:

We are in receipt of a revised Land Development Plan submission consisting of thirty-two sheets dated August 18, 2022 prepared by Core States, Inc. Proposed landscape development is shown on Sheets L1., L1.2 & LS1, prepared by Evergreen Design Group, in conjunction with Core States, Inc. Existing site conditions were observed on June 30, 2022.

The applicant proposes to construct an Olive Garden restaurant with associated parking within the existing parking lot of the former Brick House Restaurant. The site is located in the C-2 Commercial and M-Multiple Dwelling Districts.

We offer the following comments relative to the *landscape-related waiver* request:

1. **Section 300-43. D (2) - No objection.**

The proposed plans show rows of parking of 15, 18, 19 and 25 spaces which exceed the 12-space maximum. The 18, 19 and 25 are pre-existing non-conforming conditions. The proposed row of 15 parking spaces is in front of the building, where currently 14 spaces exist. While this increases the existing non-conformity, we note that the parking row is adjacent to landscaped greenspace between the proposed building and sidewalk, and the parking field overall is not a "sea" of parking.

During our reviews, we have identified additional potential landscape-related waivers not requested, but appear to be necessary. We offer the following comments:

1. **Section 300-43. D. (1) (d) - No objection.**

Proposed islands are less than the 15' width required. We note that three proposed end islands near the building, while not meeting the 15' width, are wider than existing. Furthermore, irrigation is proposed within the parking lot islands. *No objection.*

McCloskey & Faber, P.C.

Mr. Paul Purtell, Director, Code Enforcement
2402 Easton Road – Olive Garden Restaurant
September 12, 2022
Page 2

2. Section 300-43. D. (1) (g) - *No objection.*

Parking lot trees shall be a minimum of three inches in caliper. Four of the proposed parking lot trees are specified to be 1.5” caliper in order to replace poor / dead trees within two existing 4-foot wide islands. The root ball of a larger tree would be too large to appropriately install within the narrow islands.

3. Section 300-45. A. Replacement trees - *No objection.*

Trees proposed to be removed are assumed to be Parking Lot landscaping and Individual Lot Landscaping that were required trees per the previous development of this site. The Applicant will be replacing the quantity of trees removed and previously proposed.

We have the following *technical plan* comments and recommendations:

LANDSCAPE PLAN REQUIREMENTS (Article 5, Section 300-42)

1. Parking lot striping, shown on the previous submission, should be added back to the Landscape Plan.
2. The Landscape Plan was revised to depict existing and proposed underground pipes. As much as is feasible, we recommend that proposed trees are located no closer than 5 feet horizontally from any underground utility.
3. A detailed landscape cost estimate dated August 18, 2022 and prepared by the Project Landscape Architect was included with submission. (Section 300-42 Q.) Unit prices as presented are acceptable. Quantities are to be revised to reflect the Plant Schedule once the final plant count has been determined based on responses to comments in this review. Furthermore, we recommend a line item is included for Irrigation.

PLANTING REQUIREMENTS (Article 5, Section 300-43)

A. Street Trees (Section 300-43, A.)

1. Existing street trees are proposed to be preserved. For clarity, the “Landscape Compliance” table should be revised to include a designation that this is an existing non-conformity.

B. Screen Buffer (Section 300-43, C.)

1. Existing Screen Buffer at residential boundary is in poorly maintained condition. Arborvitae screen is failing due to competition with larger existing deciduous, evergreen and invasive trees.
 - 1.1. Where arborvitae are to remain, conflicting overhanging branches from deciduous trees should be removed. The note added to the Landscape Plan relative to existing buffer should be expanded to include this information.

McCloskey & Faber, P.C.

Mr. Paul Purtell, Director, Code Enforcement
2402 Easton Road – Olive Garden Restaurant
September 12, 2022
Page 3

1.2. Dead arborvitae should be replaced with shade tolerant evergreen and deciduous shrubs that will attain a mature height of 8 feet.

1.2.1. 9 dead arborvitae were noted during our review. Gaps for 5 additional shrubs were noted for a total of 14 shrubs recommended. The plan was not fully revised to satisfy this comment. We reached out to the Project Landscape Architect to discuss this in further detail.

1.2.2. A minimum of 25% of the proposed shrubs must be native or adaptive per Table 3.

1.2.3. A minimum of 50% of the shrubs should be evergreen per 300-43 C (4)(a).

C. Parking Area Landscaping (Section 300-43, D.), Individual Lot Landscaping (Section 300-43, G.)

1. Existing Red Maple tree (in poor condition) in island at Sycamore Road entrance (NW of Olive Garden) conflicts with proposed location of one 27' tall light standard. We recommend removal of this tree and replacement with a columnar form shade tree shifted further from the proposed light standard. This comment was not fully addressed with the plan revisions.

The above Landscape Plan review is based on our review of the drawings submitted. It is recommended that the Applicant and their Landscape consultant review and address the recommendations listed in this letter. Further comments may be forthcoming following our review of the revised drawings addressing the above comments.

We trust that this landscape plan review letter responds to your request and satisfactorily addresses the landscape ordinance requirements that are apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Very truly yours,



Kimberli J. Flanders, R.L.A.
Assistant to Township Landscape Architect

cc: Matt Candland, Township Manager, Upper Moreland Township (email)
David Elsler – Upper Moreland Township (email)
Jim Hersh, P.E. – Township Engineer (email)
Sean Kilkenny, Esq. and Alex Baumler – Township Solicitor (email)
Brian L. Searcy, PE, Project Engineer, Core States, Inc. (email)
Christopher Lang, E.I.T, Senior Project Designer, Core States Group (email)
Eric M. Shepley, RLA, Project Landscape Architect, Evergreen Design Group
Sandi LeBlanc, L. D. Reeves & Associates Inc., Applicant's representative (email)
Shannon Dunn, Development Manager, Darden (email)
James R. Faber, ASLA, Township Landscape Architect (email)

EXHIBIT

D



September 8, 2022

Mr. Paul Purtell
Director of Code Enforcement
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

RE: **Traffic Review #2 – Preliminary/Final Land Development Plans**
Olive Garden – 2402 Easton Road (S.R. 0611)
Upper Moreland Township, Montgomery County, PA
McMahon Project No. 822632.11

Dear Paul:

Per the request of the Township, McMahon Associates, Inc., a Bowman company, (McMahon) has prepared this letter that summarizes our second (2nd) traffic engineering review of the proposed development to be located at 2402 Easton Road (S.R. 0611) in Upper Moreland Township, Montgomery County, PA. Based on our review of the plans submitted for review, the proposed development will consist of demolishing the existing 7,127 square-foot Brick House Tavern and replacing it with a 6,501 square-foot Olive Garden restaurant. Access to the site will continue to be provided via the existing accesses along Easton Road (S.R. 0611) and Sycamore Avenue. It should be noted that the as part of this development, the northern Easton Road (S.R. 0611) driveway will be modified to provide ingress-only access to the site.

The following documents were reviewed and/or referenced in preparation of our traffic review:

1. Preliminary/Final Land Development Plans for The Olive Garden Italian Kitchen, prepared by CoreStates Group, last revised August 18, 2022.
2. Response to Comments Letter – Olive Garden (2402 Easton Road), prepared by CoreStates Group, dated August 18, 2022.
3. Waiver Request Letter – Olive Garden (2402 Easton Road), prepared by CoreStates Group, dated August 18, 2022.

Based on our review of the documents listed above, McMahon offers the following comments for consideration by the Township and action by the applicant:

1. The applicant is requesting a waiver from the following ordinance requirements:
 - Section 300-17.D – requiring a minimum of 20 feet of open space to be provided between the curb line of any parking area and the outside wall of a building.
 - Section 300-18 – requiring sidewalk to be provided along the Easton Road (S.R. 0611) site frontage.
 - Section 300-19.A(7) – requiring all curbs to be installed with an 8-inch reveal.
 - Section 300-43.D(2)(b) – requiring a maximum of 12 parking spaces in a row without provision of a landscaped parking island.

425 Commerce Drive, Suite 200, Fort Washington, PA 19034
P: 215.283.9444

mcmahonassociates.com | bowman.com

2. The applicant has provided sight triangles on the plans at the southern driveway along Easton Road (S.R. 0611) and the Sycamore Avenue driveway. The actual sight distance measurements (in feet) should also be depicted on the plans for these driveway locations.
3. Planned roadway improvements on Easton Road (S.R. 0611) may require minor widening along the site frontage of the Olive Garden. The improvement may require right-of-way from the applicant outside of the existing right-of-way. We recommend that the Township discuss this issue further with the applicant to ensure the needed right-of-way for the Easton Road (S.R. 0611) can be secured as part of the land development process or at a future time.
4. The Township Fire Marshal should review the emergency vehicle turning templates for accessibility and circulation needs of emergency apparatus. Ensure that any correspondence, including any review comments and/or approvals, is included in subsequent submissions.
5. Review of the on-site ADA ramps has not been completed by our office, but these ramps must be designed by the applicant's engineers to comply with Federal/PennDOT design standards for ADA facilities.
6. The applicant should coordinate with SEPTA and the Township about the location and existing conditions of the existing bus stop located at the corner of southern driveway along Easton Road (S.R. 0611). Both parties should discuss to determine if there is a more desirable location for the bus stop, and whether additional bus stop amenities should be installed, such as an ADA-compliant bus loading landing.
7. The "Stop" sign on the driveway approach to Sycamore Avenue should be clearly labeled on the plans.
8. The "One-Way" sign on the southern side of the northern Easton Road (S.R. 0611) driveway should be relocated closer to Easton Road (S.R. 0611) and angled so that it is facing southbound Easton Road (S.R. 0611) traffic. In addition, a large arrow pavement marking pointing into the site should be shown on the plans at the eastern end of this driveway.
9. The proposed development will be subject to the Township's Transportation Impact Fee of \$1,904 per "new" afternoon peak hour trip in accordance with the Township's *Transportation Impact Fee Ordinance*. Based on Land Use Code 932 (High-Turnover Sit-Down Restaurant) in ITE's publication, *Trip Generation Manual, 11th Edition*, the existing 7,127 square-foot Brick House Tavern would be expected to generate 37 "new" trips during the weekday afternoon peak hour and the proposed 6,501 square-foot Olive Garden restaurant would be expected to generate 34 "new" trips during the weekday afternoon peak hour. Therefore, the proposed Olive Garden restaurant is not subject to the transportation impact fee because it can be expected to generate fewer "new" trips during the weekday afternoon peak hour than the previous use of the site.
10. A PennDOT Highway Occupancy Permit is required for any modifications located within the right-of-way of Easton Road, since Easton Road (S.R. 0611) is a State Roadway. If the applicant pursues any work within the legal PennDOT right of way, the Township and our office must be copied on

all correspondence and submissions to PennDOT, as well as invited to any meetings between the applicant and PennDOT.

11. A response letter must be provided with the resubmission detailing how each comment below has been addressed, and where each can be found in the resubmission materials (i.e., page number(s)) to assist in the re-review process. Additional comments may follow upon review of any resubmitted materials during the land development process.

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Sincerely,



Chad Dixon, AICP, PP
Senior Project Manager

CED/BMJ

cc: Matthew Candland, Upper Moreland Township Manager
Jim Hersh, P.E., Gilmore & Associates

I:\eng\UPPERMO1\822632 - Olive Garden\Project Management\Submissions\2022-08-21 LD Plans\Review\2022-09-08 Review Letter #2 - Olive Garden.docx

EXHIBIT

E

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

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KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722 • FAX: 610-278-3941
WWW.MONTCOPA.ORG

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

July 6, 2022

Mr. Paul Purtell, Director, Code Enforcement
Upper Moreland Township
117 Park Avenue
Willow Grove, Pennsylvania 19090-3215

Re: MCPC # 22-0159-001
Plan Name: Olive Garden
(1 lot comprising approximately 2 acres)
Situate: 2402 Easton Road (cross streets: Sycamore Avenue and Mill Road)
Upper Moreland Township

Dear Mr. Purtell:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on June 8, 2022. We forward this letter as a report of our review.

BACKGROUND

The applicant, Olive Garden Holdings LLC, is proposing to construct a new 6,501 square-foot restaurant. The property contains an existing building which would be demolished; the proposed restaurant would be constructed in approximately the same location on the site. While the location of the existing driveways would remain the same, the proposal includes the reconstruction of portions of the parking lot, including improvements to the ADA parking and access, and an underground stormwater basin. The property is split-zoned, located in both the C-2 Commercial and M-Multiple Dwelling zoning districts. The use "restaurant" is permitted in the C-2 District by Special Exception (§ 350-75), but is not listed as a permitted use in the M-District. The property is served by public water and sewer.

COMPREHENSIVE PLAN COMPLIANCE

MONTCO 2040 – The proposal is generally consistent with the county's comprehensive plan, *MONTCO 2040: A Shared Vision*, which shows the proposed area as "Community Mixed Use and Services Area". Community Mixed Use areas are designed to serve as local destinations for retail and services.

Upper Moreland 2040 Comprehensive Plan – The property is located in the Commercial Mixed Use future land use area. The comprehensive plan states that commercial mixed use areas consist primarily of suburban style



“strip commercial” development. Pedestrian connectivity and design should be enhanced while respecting the area’s suburban character.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant’s proposal, however, in the course of our review we have identified the following issues that the applicant and township may wish to consider prior to final plan approval. Our comments are as follows:

REVIEW COMMENTS

NONCONFORMING USE

The property is split-zoned, located in both the C-2 Commercial and M-Multiple Dwelling zoning districts. Restaurant uses are permitted in the C-2 District by Special Exception (§ 350-75), but are not permitted in the M-District. The proposed restaurant would be a continuation of the previous use; therefore, the proposed use would be an existing nonconforming use that would be required to adhere to the standards of Article XXVII Nonconforming Use § 350-223. We do not find issue with the continuation of the use, and defer to the township zoning officer to determine if it is appropriate to classify the property as an existing nonconforming use.

IMPERVIOUS COVERAGE

- A. Proposed New Impervious Coverage. The proposed development appears to have less impervious coverage (79.4%) than the existing conditions (81.5%), which is supported by the impervious coverage calculations on Sheet no. C5.1. However, the chart also lists 34,096 square feet, or 0.78 acre, of “proposed new imperious coverage.” The calculations do not appear to match with the total area (87,151 square feet), and it is not clear on the plans where the 34,096 square feet of proposed additional imperious coverage would be located on the site. If there is a significant amount of new impervious as this chart suggests (Sheet no. C5.1), there may need to be additional stormwater management controls to mitigate the additional coverage. We commend the applicant for proposing BMPs and underground stormwater detention basin. We defer to the township to determine if there are flooding or other stormwater issues on the site. If there are existing issues, this may be an appropriate time to see if they could be addressed.

STREETSCAPE

- A. Sidewalk and Street Trees. There is no sidewalk currently along the Easton Road frontage of the property. The township’s Subdivision and Land Development Ordinance (SALDO) requires that sidewalks be provided along all streets (§ 300-18). The abutting property to the north has sidewalks, as do other properties on both sides of Easton Road. We support the continuation of sidewalks in order to enhance pedestrian connectivity, and feel that this land development creates an opportunity to contribute to the furtherance of the pedestrian network.
- B. Street Trees. We commend the applicant for proposing to preserve two existing trees along the Easton Road frontage. However, we support the planting of additional trees to provide shade for the parking area and recommended sidewalk. The township SALDO requires street trees to be planted when a sidewalk is

constructed (§ 300-43.A). Due to the location of the parking area in relation to Easton Road, there may not be space to have both a sidewalk and street trees. In order to accommodate additional trees, we recommend the applicant consider adding trees to planting islands along the frontage of the property. Parking lot planting islands are required every twelve parking spaces (§ 300-43.D); the proposed parking lot would maintain the existing layout with 19 parking spaces in a row along the property frontage. We suggest that this length of a parking row would benefit from a planting island.

1. **Parking.** The applicant is proposing fewer parking spaces than what is currently provided on the property, and would meet the parking requirements for the restaurant use, per § 350-178.B(7). In order to make the additional room that would be needed to accommodate the street trees, however, we suggest that the township coordinate with the applicant to determine if it would be feasible to reduce the amount of parking.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve Upper Moreland's planning objectives for development along commercial corridors.

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

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (22-0159-001) on any plans submitted for final recording.

Sincerely,



Claire Warner, Community Planner II
cwarner@montcopa.org – 610-278-3755

- c: Sandi LeBlanc, Olive Garden Holdings LLC, Applicant's Representative
Brian Searcy, Core States Group, Applicant's Engineer
Larosa Real Estate Investment Partnership LP
Gerald Foley, Chair, Township Advisory Planning Agency
Matt Candland, Manager, Upper Moreland Township

Attachment A: Aerial Image of Site

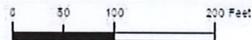
Attachment B: Reduced Copy of Applicant's Proposed Site Plan

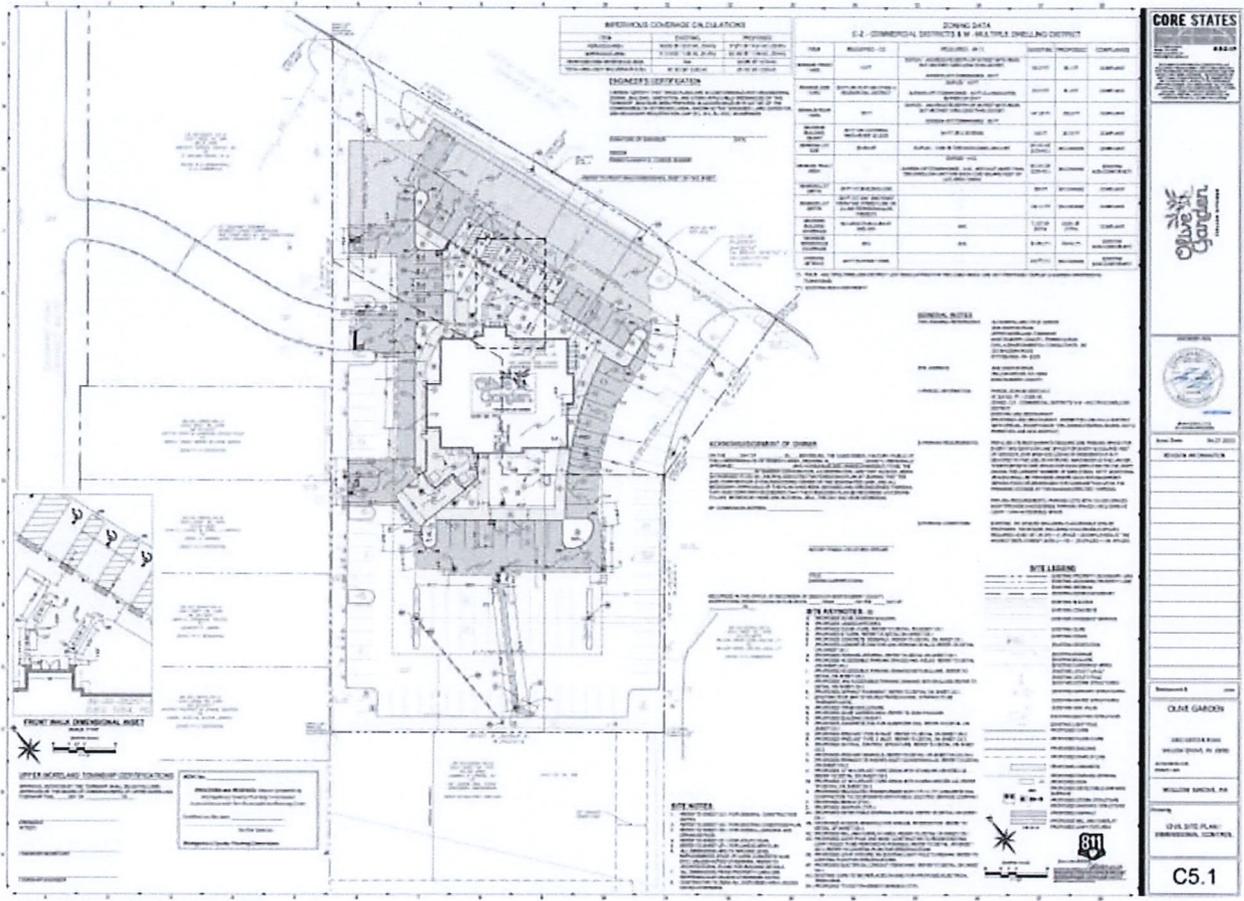
ATTACHMENTS A & B



Olive Garden
MCPC#220159001

Montgomery
County
Planning
Commission
Montgomery County Courthouse - Planning Commission
PO Box 311, Norristown, PA 19384-0311
(610) 278-3722 or (610) 278-3441
www.montcopa.org/planning
Aerial photography provided by Navmap





CORE STATES

PHILADELPHIA

OFFICE OF CITY PLANNING

PHILADELPHIA, PA

1215 SITE PLAN

PHILADELPHIA, PA

C5.1

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

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Township Manager

RANDALL K. SCHAIBLE

*Assistant Township Manager/
Director of Finance*

ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Community Development Committee – September 19, 2022 Regular Meeting – October 3, 2022

Agenda Item:	New Street Lot Consolidation Application
Recommended Action:	Consider waiver requests and overall approval of application
Background/Analysis:	Applicant proposes to consolidate two lots into one lot in order to build a single-family dwelling.
Fiscal Impact/Source:	N/A
Alternatives:	N/A
Attachments:	Waiver request letter and Resolution R-2022-32
Prepared by:	Paul Purtell, Director of Code Enforcement
Committee Recommendation:	At the September 19, 2022 of the Community Development Committee meeting, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2022-32

A RESOLUTION GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL WITH CONDITIONS TO SHARON ANTOINETTE MALLOZZI TO CONSOLIDATE TWO ADJOINING PARCELS IN ORDER TO CONSTRUCT A NEW SINGLE-FAMILY DWELLING AND RELATED IMPROVEMENTS ON PARCELS LOCATED AT NEW STREET, WILLOW GROVE, UPPER MORELAND TOWNSHIP.

WHEREAS, Sharon Antoinette Mallozzi (“Applicant”) filed an application with Upper Moreland Township requesting approval with certain waivers (the “Land Development Application”) to consolidate two parcels adjoining parcels located on New Street in order to construct a new single-family dwelling on the property (the “Project”); and

WHEREAS, the Applicant has submitted the following in support of the Land Development Application: “Lot Consolidation Plan for Mallozzi Residence – New Street”, prepared by Boucher & James, Inc., consisting of one (1) sheet dated August 4, 2022 (the “Plans”). The Plans are attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, the Plans involve the properties owned by the Applicant, Montgomery County Tax Map Parcel Nos. 59-00-13183-00-6 & 59-00-13183-00-9, within the R3- Residential Zoning District (the “Property”). The plan proposes to consolidate the two parcels in order to construct a new single-family dwelling on the Property (the “Project”). After consolidation, the combined lot will total 13,835 square feet where a minimum 14,000 SF is required by the Zoning Ordinance. As such, the Applicant has obtained the necessary Variance from the Upper Moreland Township Zoning Hearing Board as outlined in Order No. 22-26. The proposed dwelling will be connected to public water & sewer; and

WHEREAS, the Applicant has requested waivers from requirements set forth in Chapter 300 “Subdivision and Land Development” of the Upper Moreland Township Code of Ordinances, more fully referenced in Paragraph 6 below; and

WHEREAS, the Township Engineer has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions set forth in the review letter dated September 13, 2022, attached hereto as **Exhibit “B”** and incorporated herein by reference; and

WHEREAS, the Township Landscape Architect has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions and comments set forth in the review letter dated September 12, 2022, attached hereto as **Exhibit “C”** and incorporated herein by reference; and

WHEREAS, The Township Traffic Engineer has reviewed Applicant's Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions and comments set forth in the review letter dated September 9, 2022, attached hereto as **Exhibit "D"** and incorporated herein by reference; and

WHEREAS, The Montgomery County Planning Commission has reviewed Applicant's Preliminary/Final Land Development Plans and has recommended their approval, subject to the comments set forth in the review letter dated September 30, 2022, attached hereto as **Exhibit "E"** and incorporated herein by reference; and

WHEREAS, based on Applicant's presentation of the Project on September 19, 2022, the Upper Moreland Township Community Development Committee has recommended Conditional Preliminary/Final Approval of the Applicant's Preliminary/Final Land Development Plans; and

WHEREAS, the Upper Moreland Township Board of Commissioners has determined that based on the testimony, and reviews of Township Consultants, Applicant has satisfactorily established that Conditional Preliminary/Final Land Development Approval will not be contrary to the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Upper Moreland Township Board of Commissioners that the Applicant's Preliminary/Final Land Development Plans are hereby granted Conditional Preliminary/Final Land Development Approval, subject to the satisfaction of the following conditions by the Applicant:

1. Except as modified herein, Applicant shall comply with all other applicable Township Ordinances, County, Commonwealth and Federal statutes, rules, and regulations, and obtain all applicable permits and approvals including but not limited to, obtaining the approval of the fire marshal, UMHJSA permit, Aqua of Pennsylvania permit, Montgomery County Conservation District permits, and DEP permits.
2. Unless waived by the Board of Commissioners, the Applicant shall comply with all conditions and comments set forth in the Township Engineer's review letter attached hereto as **Exhibit "B"**.
3. The Applicant shall enter into a Financial Security Agreement with the Township for the construction of the proposed improvements, to be prepared by the Township Solicitor, and executed prior to the start of construction.
4. Unless waived by the Board of Commissioners, the Applicant shall comply with all conditions and comments set forth in the Township Landscape Architect's review letter attached hereto as **Exhibit "C"**.

5. Unless waived by the Board of Commissioners, the Applicant shall comply with all conditions and comments set forth in the Township's Traffic Engineer's review letter, attached hereto as **Exhibit "D"**. This will result in a Transportation Impact Fee of **\$1,904**.

6. Further, the Board of Commissioners takes the following action as to the Applicant's request for waivers from the requirements of Chapter 300 "Subdivision and Land Development" of the Upper Moreland Township Code of Ordinances:

A. §300-15.B(1)(b): A waiver from the requirement to provide a cartway of 30 feet. Applicant is requesting a waiver to provide a cartway of 24 feet as the existing road cartway is approximately 24 feet and the project is an infill residential dwelling within an existing neighborhood.

- Granted Denied

B. §300-18: A waiver from the requirement to install sidewalks along all existing streets that abut a land development.

- Granted Denied

C. §300-45: From the requirements for replacement of trees destroyed by land development. A tree on New Street was previously removed due to future disturbance. A Street Tree is proposed as a replacement tree.

- Granted Denied

D. § 300-54: From the general standards for land developments and subdivisions. This plan is a lot line change proposing to consolidate two lots into one building lot.

- Granted Denied

E. § 300-55: From the requirement of a preliminary plan submission to permit Applicant's plan to be classified as Preliminary/Final.

- Granted Denied

7. Unless construction has begun in accordance with the Plans, this Resolution will expire in two years from the date of this Resolution, unless extended in writing by the Township.

8. This Conditional Preliminary/Final Land Development Approval does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plans. Furthermore, this Conditional Preliminary/Final Land Development Approval shall be rescinded automatically upon the Applicant's or the Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's or the Applicant's agent's signature below.

9. By approving this Resolution, the Applicant is signifying acceptance of the conditions contained herein.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, in a public meeting held this 3rd day of October, 2022.

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS:**

ATTEST:

Matthew H. Candland, Township Manager

By: _____
Kip McFatridge, President

In the event that the executed Resolution is not delivered to the Township within ten (10) days of receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon its acceptance are revoked, and the application is considered denied for the reasons set forth above.

Date: _____

ACCEPTED BY:

APPLICANT

SHARON ANTOINETTE MALLOZZI

EXHIBIT

A

EXHIBIT

B



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

September 13, 2022

File No. 22-08074

Paul E. Purtell, Code Enforcement Director
Upper Moreland Township
117 Park Avenue
Willow Grove, PA19090-3215

Reference: New Street – Lot Consolidation Plan
TMP #59-00-13183-00-6 & TMP #59-00-13183-00-9

Dear Paul:

Pursuant to your request, Gilmore & Associates, Inc. has performed a review of the lot consolidation plan for the above-referenced project. Upon review of the plans, we offer the following comments:

I. Submission

- A. Lot Consolidation Plan for Mallozzi Residence – New Street, prepared by Boucher & James, Inc. consisting of one sheet dated August 4, 2022.

II. General Information

The subject properties, TMP #59-00-13183-00-6 & TMP #59-00-13183-00-9, are located along New Street within the R3 - Residential Zoning District. The plan proposes to consolidate the two parcels in order to construct a new single-family dwelling on the property. After consolidation, the lot will total 13,835 SF where a minimum 14,000 SF is required by the Zoning Ordinance. As such, the Applicant has obtained the necessary Variance from the Upper Moreland Township Zoning Hearing Board as outlined in Order No. 22-26. The proposed dwelling will be connected to public water & sewer.

III. Review Comments

A. Subdivision and Land Development Ordinance

We have identified the following issues with the plan in regard to the requirements and provisions of the current Subdivision & Land Development (SALDO) Ordinance.

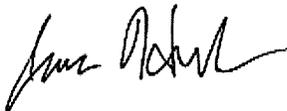
1. Due to the fact that this application is a Minor Subdivision plan that proposes only a lot line change and no new buildings, we recommend that the Applicant request waivers from the requirements of the following sections:
 - a. §300-54 – Regarding general standards for land developments and subdivisions as this plan is only a lot line change.
 - b. §300-55 – Regarding Preliminary Plan requirements as we recommend that the application be considered as a combined Preliminary / Final application.

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

2. §300-18 – Sidewalks are required to be installed along all existing roads that abut a subdivision. The plans do not currently propose sidewalk along New Street and the Applicant would need to request a waiver from this section. We note while sidewalk does not exist along the property directly adjacent, there is sidewalk approximately 75' from the subject property in front of 59 New Street.
3. §300-15.B(1)(b) – The minimum cartway width along New Street per this section of the Ordinance is 30-feet and the plan depicts the existing cartway along the frontage of the subject property to be 24' +/- . As such, a waiver would be required to not provide widening to meet the minimum half-width cartway. Additionally, the existing right-of-way width along New Street should be labeled on the plan to confirm the 50' (25' half width) requirement is being met.
4. §300-53.C – A legal description of the consolidated lot shall be submitted to the Township for review prior to recording of the plan.
5. §300-53.C(3)(j) – The plan should be revised to show the proposed location of new property markers. A written certification letter from a professional land surveyor prior to the recording of the plan will also be required.
6. The proposed improvements on the plan do not contain sufficient detail to be approved as a "Plot Plan" for construction of the new dwelling. As such, we recommend a note be added to the plan stating that an individual lot grading plan shall be submitted to the Township for review and approval prior to issuance of a building permit. Said plan shall contain grading, drainage, construction details, and erosion and sediment controls. While we note that the plan proposes a reduction in impervious surface and is therefore exempt from the requirements and provision of the Stormwater Management Ordinance, the proposed grading plan shall ensure that runoff is not directed toward the dwelling on the adjacent property.

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

Sincerely,



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

JJH/sl

cc: Matthew Candland, Township Manager
Sean Kilkenny, Esq., Township Solicitor
Sharon Antionette Mallozzi, Applicant
Kris Reiss, LVL Engineers
Jim D'Angelo, Prestige Property Partners, LLC

EXHIBIT

C



McCloskey & Faber, P.C.

Landscape Architecture • Land Planning • Graphic Design

September 12, 2022

Mr. Paul E. Purtell
Director of Planning, Zoning & Inspections
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Reference: First Landscape Plan Review for **New Street – Lot Consolidation Plan**, Upper Moreland Township, Montgomery County, PA, M&F No. 215

Dear Mr. Purtell:

We are in receipt of an application and one-sheet submission dated August 4, 2022 prepared by Boucher & James, Inc. The plans were received by this office on August 23, 2022. Existing conditions were observed using available online aerial photographs and street views. The subject properties are located within the R-3 Residence District.

The Applicant is proposing to consolidate two parcels and construct a new residential dwelling.

We offer the following comments relative to landscaping requirements:

- 1) Since the proposed subdivision involves two or less dwelling units, no landscape plan is required. (Section 300-41. A.)
- 2) “Street Tree” plantings requirements apply (Section 300-43 A.).
 - a) A minimum of two street trees are required based on the length of street frontage. Three trees are depicted on the plan. However, it is unclear whether these trees are existing trees to remain or proposed new trees. If existing and intended to remain, the canopy of these trees should be accurately depicted and these trees are to be adequately protected during construction. If new proposed trees, species and caliper should be provided, in addition to a tree installation detail.
- 3) The requirements for “Preservation and Protection of Existing Trees” apply (Section 300-44).
 - a) We believe this could be addressed during the Building Permit stage, as may be determined applicable at that time. It should be noted that a Tree Removal Permit is also to be submitted at the Building Permit stage. (Section 300-44. D.)
- 4) The standards for “Replacing Trees Destroyed by Development” apply (Section 300-45).

McCloskey & Faber, P.C.

Mr. Paul Purtell
Director, Code Enforcement
New Street Lot Consolidation
September 12, 2022
Page 2

- a) If it is determined that the existing trees along New Street are removed due to potential future anticipated disturbance, we recommend these trees be replaced as street trees using species appropriate to site conditions, without the additional requirement for replacement. A waiver from the requirement to install replacement trees would be appropriate in this situation.

We look to the Applicant to indicate location, species, and size of the required street trees (and replacement trees, as may be applicable) on the Building Permit Plan at the time of construction, to be forwarded to this office for review.

We trust that this landscape plan review letter responds to your request and satisfactorily addresses the landscape ordinance requirements that are apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Very truly yours,



Kimberli J. Flanders, R.L.A.
Assistant to Township Landscape Architect

cc: Matt Candland, Township Manager, Upper Moreland Township (email)
David Elsier – Upper Moreland Township (email)
Jim Hersh, P.E. – Township Engineer (email)
Sean Kilkenny, Esq. and Alex Baumler – Township Solicitor (email)
LVL Engineering Group, Project Engineer (email)
Sharon Antoinette Mallozzi, Applicant (email)
James R. Faber, ASLA, Township Landscape Architect (email)

EXHIBIT

D



September 9, 2022

Mr. Paul Purtell
Director of Code Enforcement
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

RE: **Traffic Review #1 – Lot Consolidation/Minor Subdivision Plan**
New Street
Upper Moreland Township, Montgomery County, PA
McMahon Project No. 822915.11

Dear Paul:

Per the request of the Township, McMahon Associates, Inc., a Bowman company (McMahon) has prepared this letter that summarizes our initial traffic engineering review of the proposed development to be located along the northern side of New Street to the east of Davisville Road (S.R. 2042) in Upper Moreland Township, Montgomery County, PA. Based on our review of the plan submitted for review, the development will consist of consolidating Parcel #59-00-13183-00-6 and Parcel #59-00-13183-00-9 into one lot. A single-family home is proposed on this new lot. Access to the proposed lot will be provided via a full-movement driveway along New Street.

The following document was reviewed and/or referenced in preparation of our traffic review:

1. Lot Consolidation Plan – Mallozzi Residence (New Street), prepared by Boucher & James, Inc., dated August 4, 2022.

Based on our review of the document listed above, McMahon offers the following comments for consideration by the Township and action by the applicant:

1. Sight distance measurements should be depicted on the plan for the proposed driveway along New Street as required in **Section 295-15.C** of the **Subdivision and Land Development Ordinance**.
2. The ultimate right-of-way lines along the New Street site frontage should be labeled on the plan and be in accordance with **Section 300-15.B(1)(b)** of the **Subdivision and Land Development Ordinance**.
3. According to **Section 300-15.B(1)(b)** of the **Subdivision and Land Development Ordinance**, New Street should have a minimum cartway width of 30 feet. The plan currently shows an approximate 24-foot cartway width along the New Street site frontage, thereby not satisfying the ordinance requirement.
4. A note should be added to the plan stating the area between the existing right-of-way line and the ultimate right-of-way line shall be offered for dedication to the authority having jurisdiction over

425 Commerce Drive, Suite 200, Fort Washington, PA 19034
P: 215.283.9444

mcmahonassociates.com | bowman.com

the road as required in **Section 300-15.C(3)** of the **Subdivision and Land Development Ordinance**.

5. According to **Section 300-18** of the **Subdivision and Land Development Ordinance**, sidewalk should be provided along all streets. The plan currently does not show any sidewalk along the New Street site frontage, thereby not satisfying the ordinance requirement.
6. The proposed development will be subject to the Township's Transportation Impact Fee of \$1,904 per "new" afternoon peak hour trip in accordance with the Township's *Transportation Impact Fee Ordinance*. Based on Land Use Code 210 (Single-Family Detached Housing) provided in the Institute of Transportation Engineers publication, *Trip Generation, 11th Edition*, the proposed single-family home will generate one "new" trip during the weekday afternoon peak hour, resulting in a transportation impact fee of \$1,904.
7. A response letter must be provided with the resubmission detailing how each comment below has been addressed, and where each can be found in the resubmission materials (i.e., page number(s)) to assist in the re-review process. Additional comments may follow upon review of any resubmitted materials during the subdivision process.

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Sincerely,



Chad Dixon, AICP, PP
Senior Project Manager

CED/BMJ

cc: Matthew Candland, Upper Moreland Township Manager
Jim Hersh, P.E., Gilmore & Associates

I:\eng\UPPERMO1\822915 - New Street\Project Management\Submissions\2022-08-23\Review\2022-09-09 Review Letter #1.docx

EXHIBIT

E

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722 • FAX: 610-278-3941
WWW.MONTCOPA.ORG

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

September 30, 2022

Mr. Paul Purtell, Director, Planning, Zoning & Inspections
Upper Moreland Township
117 Park Avenue
Willow Grove, Pennsylvania 19090-3215

Re: MCPC # 22-0225-001
Plan Name: New Street - Lot Consolidation
(2 lots comprising approximately 0.32 acres)
Situate: New Street (Davisville Road (W) and Overlook Avenue (S))
Upper Moreland Township

Dear Mr. Purtell:

We have reviewed the above-referenced subdivision and land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on August 23, 2022. We forward this letter as a report of our review.

BACKGROUND

The applicant, Sharon Mallozzi, is proposing a lot consolidation of two lots with the intent to develop a 1,720 square foot 2-story dwelling and two-car garage. The proposal would consolidate parcel no. 590013183006 and parcel no. 590013183009, both of which are currently undeveloped lots. The property is located in the R-3 Residential Zoning District and is served by public water and sewer.

COMPREHENSIVE PLAN COMPLIANCE

- A. *MONTCO 2040* – The proposal is generally consistent with *MONTCO 2040: A Shared Vision*, which designates the area as "Suburban Residential Area" future land use category. Suburban Residential Areas are residential areas that often have extensive landscaping on individual properties. These areas will have a variety of housing types, with single-family detached homes as the most prominent type. Residential development should match the character and type of housing found in the immediate neighborhood.



- B. *Upper Moreland 2040 Comprehensive Plan* – The property is located in the Suburban Residential future land use area. The comprehensive plan states that this land use category is predominantly comprised of single-family homes, and is generally well-served by sidewalks.

RECOMMENDATION

The lot line adjustment would satisfy the lot dimension requirements of the R-3 Zoning District, which requires a “lot area of not less than 14,000 square feet” and a maximum lot width of 80 feet. The two existing lots do not meet the required lot size of the R-3 Zoning District. The lot line adjustment would result in a lot that meets the dimensional requirements of the R-3 District.

The Montgomery County Planning Commission (MCPC) generally supports the applicant’s proposal, however, in the course of our review we have identified the following issue that the applicant and township may wish to consider prior to final plan approval. Our comments are as follows:

REVIEW COMMENTS

LAND DEVELOPMENT

- A. Sidewalks. We are generally supportive of the proposed lot line adjustment, but encourage the applicant and township to consider the importance of sidewalks in the residential districts before any development of the consolidated lot. We believe that land developments are opportunities to contribute to the pedestrian network.

With the exception of this section of New Street, the majority of the streets in the surrounding neighborhood are well-connected for pedestrians with sidewalks. We support the continued planning for improved pedestrian connectivity in the Willow Grove, and recommend the applicant install sidewalks along the property frontage of New Street, which will contribute to the sidewalk network as it develops over time.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant’s proposal but we believe that our suggested revisions will better achieve Upper Moreland’s objectives for residential development.

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

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Please print the assigned MCPC number (22-0225-001) on any plans submitted for final recording.

Sincerely,



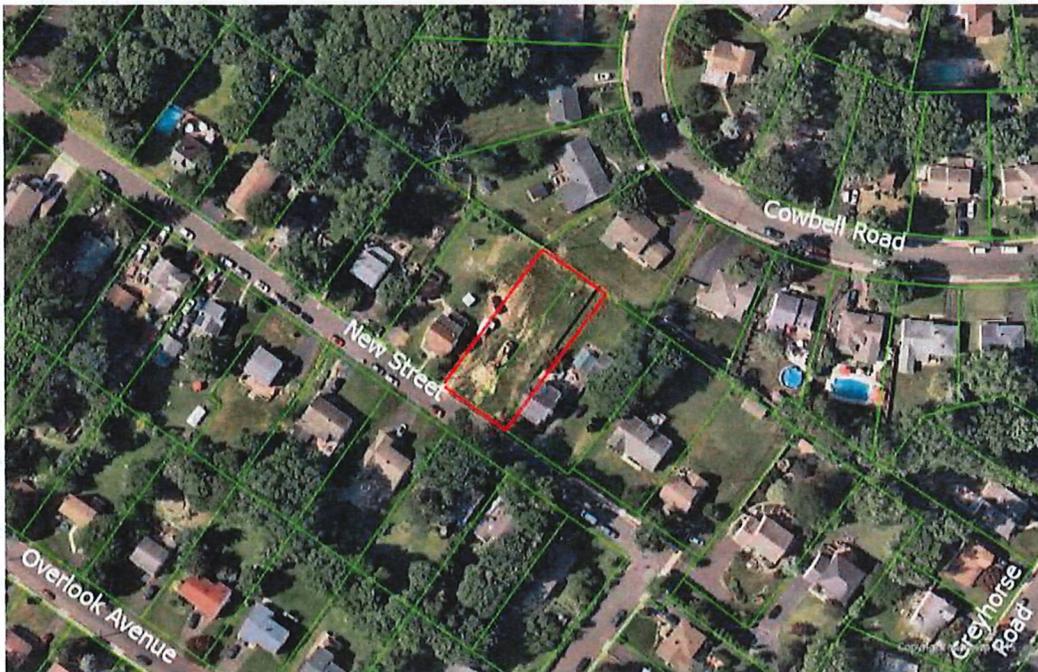
Claire Warner, Senior Community Planner
cwarner@montcopa.org – 610-278-3755

- c: Sharon Mallozzi, Applicant
- LVL Engineering Group, Applicant's Engineer
- Howard Brown, Applicant's Representative
- Gerald Foley, Chair, Township Advisory Planning Agency
- Matt Candland, Manager, Upper Moreland Township

Attachment A: Aerial Image of Site

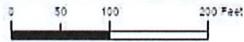
Attachment B: Reduced Copy of Applicant's Proposed Site Plan

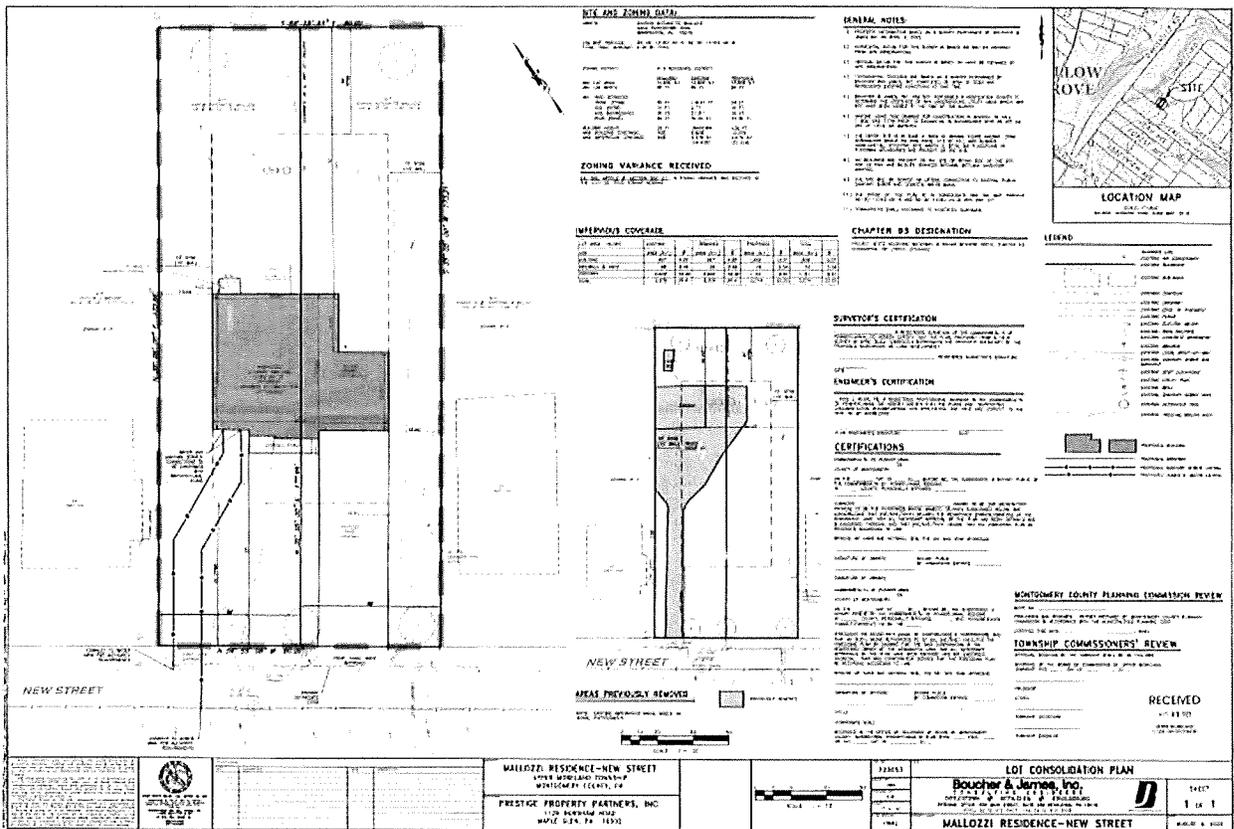
ATTACHMENTS A & B



New Street Lot Consolidation
MCPC#220225001

Montgomery
County
Planning
Commission
Montgomery County Council - Planning Commission
900 Ross Street, Frederick, MD 21704-0311
Tel: 301-278-3723 or 301-278-3441
Email: mcpc@montgomeryplanning.com
Aerial photography provided by Mapbox





TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

COMMISSIONERS

KIP McFATRIDGE

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Vice President

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NICHOLAS O. SCULL

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R. SAMUEL VALENZA

CHARLES M. WHITING



OFFICIALS

MATTHEW H. CANDLAND

Township Manager

RANDALL K. SCHAIBLE

*Assistant Township Manager/
Director of Finance*

ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Community Development Committee Meeting – September 19, 2022 Regular Meeting - October 3, 2022

Agenda Item:	4121 Blair Mill Road. Request to waive curbs along Blair Mill Road
Recommended Action:	Consideration on waiver request
Background/Analysis:	The 2-lot subdivision approval required installation of curbs and other site improvements. Applicant has requested curb waiver along Blair Mill Road only.
Fiscal Impact/Source:	N/A
Alternatives:	N/A
Attachments:	Amended Subdivision Approval Resolution R-2022-33
Prepared by:	Paul Purtell, Director of Code Enforcement

Committee Recommendation:

At the September 19, 2022 of the Community Development Committee meeting, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. R-2022-33

A RESOLUTION GRANTING AMENDED CONDITIONAL PRELIMINARY/FINAL SUBDIVISION APPROVAL TO PROVIDE A WAIVER FROM THE REQUIREMENT TO INSTALL CURBING ALONG BLAIR MILL ROAD FOR THE PROPERTY LOCATED AT 59 HOME ROAD (F/K/A) 4121 BLAIR MILL ROAD), HATBORO, UPPER MORELAND TOWNSHIP PENNSYLVANIA.

WHEREAS, Joanne L. Hartshorne, submitted a plan entitled “Plan of Minor Subdivision” for Tax Map Parcel Nos 59-00-01111-00-9 consisting of one (1) sheet, prepared by Protract Engineering, Inc., dated January 28, 2020, (the “Plan”) which proposed a minor subdivision of the parcel of land owned by Joanne L. Hartshorne located at 4121 Blair Mill Road, Hatboro, PA 19040 within the Upper Moreland Township R-3 Residential Zoning District (the “Property”); and

WHEREAS, the Upper Moreland Township Board of Commissioners granted conditional preliminary/final land development plan approval via Resolution 2020-32 on August 3, 2020 (the “Approval Resolution”) for the subdivision of approximately 10,948 square-feet of the Property to create one additional building lot which would be located at the corner of Blair Mill Road and Home Road. A true and correct copy of Resolution 2020-32 is attached hereto as **Exhibit A** and incorporated by reference; and

WHEREAS, subsequent to the receipt of the Approval Resolution the Property has been subdivided and sold to Birch Lane Associates, LLC and assigned a new street address of 59 Home Road by the Montgomery County Tax Assessment Office; and

WHEREAS, the Approval Resolution granted and denied certain waiver requests of Ms. Hartshorne from Chapter 300 of the Upper Moreland Township Code “Subdivision and Land Development, including the denial of a waiver from Section 300-19 which requires the installation of curbing along Blair Mill Road; and

WHEREAS, Green Tree Group Contracting (the “Applicant”) has submitted an Application to the Township requesting amended preliminary/final land development approval for a waiver from Section 300-19’s requirement to install curbing along Blair Mill Road for the reason that the Approval Resolution granted a waiver from widening the cart path and accordingly if the Applicant were to install curbing as currently required there would be two feet of grass between the installed curb and the existing edge of the asphalt for Blair Mill Road; and

WHEREAS, Gilmore & Associates, Inc., the Township’s Engineer, reviewed the waiver request and issued an email dated September 13, 2022, attached hereto as **Exhibit B** and incorporated by reference, expressing no objection to the waiver request; and

WHEREAS, based on Applicant’s presentation of the waiver request on September 19, 2022, the Upper Moreland Township Community Development Committee has recommended Amended Conditional Preliminary/Final Subdivision Approval; and

NOW, THEREFORE, BE IT RESOLVED by the Upper Moreland Township Board of Commissioners that Resolution 2020-32 is hereby granted Amended Conditional Preliminary/Final Subdivision Approval, subject to Applicant’s satisfaction of the following conditions:

1. Compliance with all comments as outlined in the Township Engineer’s email dated September 13, 2022, set forth in **Exhibit B**.

2. Strict and Full Compliance with all other terms, conditions and requirements contained in Upper Moreland Township Resolution No. 2020-32.

3. Further, the Board of Commissioners takes the following actions regarding the below waivers from the requirements of Chapter 300 of the Upper Moreland Township Code “Subdivision and Land Development,” requested by the Applicant:

A. §300-19: from the requirement to install additional curbing along Blair Mill Road.

- Granted
- Denied

4 This Amended Conditional Preliminary/Final Land Development Approval does not and shall not authorize the construction of improvements exceeding those shown on the Recorded Plan and contained in Resolution 2020-32. Furthermore, this Conditional Preliminary/Final Land Development Approval shall be rescinded automatically upon the Applicant’s or the Applicant’s agent’s failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant’s or the Applicant’s agent’s signature below.

5. By approving this Resolution, the Applicant is signifying acceptance of the conditions contained herein.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 3rd day of October, 2022

Attest:

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS**

Matthew H. Candland, Secretary

Clifton McFatridge, President

**THE UNDERSIGNED APPLICANT HEREBY AGREES TO THE ABOVE
CONDITIONAL PRELIMINARY/FINAL SUBDIVISION PLAN APPROVAL
RESOLUTION. IN THE EVENT APPLICANT DOES NOT DELIVER EXECUTION OF
THIS RESOLUTION TO THE TOWNSHIP WITHIN TEN (10) DAYS OF RECEIPT, IT
SHALL BE DEEMED THAT APPLICANT DOES NOT ACCEPT THESE CONDITIONS,
THE APPROVALS CONDITIONED UPON THEIR ACCEPTANCE ARE REVOKED,
AND THE APPLICATION IS DENIED.**

APPLICANT

Green Tree Group Contracting

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT

A

UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. R-2020-32

A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL SUBDIVISION APPROVAL FOR A LOT LINE CHANGE FOR THE PROPERTY LOCATED AT 4121 BLAIR MILL ROAD, IN HATBORO, PENNSYLVANIA.

WHEREAS, Joanne L. Hartshorne (“Applicant”), submitted a plan entitled “Plan of Minor Subdivision” for Tax Map Parcel Nos 59-00-01111-00-9 consisting of one (1) sheet, prepared by Protract Engineering, Inc., dated January 28, 2020, (the “Plan”), attached hereto as **Exhibit A** and incorporated by reference.

WHEREAS, the Plan proposes a minor subdivision of the parcel of land owned by Joanne L. Hartshorne located at 4121 Blair Mill Road, Hatboro, PA 19040 within the Upper Moreland Township R-3 Residential Zoning District identified as Tax Map Parcel No. 59-00-01111-00-9 (the “Property”); and

WHEREAS, the Property is currently comprised of approximately 0.5923 acres and contains an existing single-family dwelling with associated driveway accessing Home Road and is improved with a shed located in the rear yard and;

WHEREAS, the Plan proposes to subdivide approximately 10,948 square-feet of the Property to create one additional building lot which would be located at the corner of Blair Mill Road and Home Road, and by which all existing features are to remain and no new construction, grading or earth disturbance is proposed; and

WHEREAS, Gilmore & Associates, Inc., the Township’s Engineer, reviewed the Plan, and issued a Letter of Review dated April 1, 2020, attached hereto as **Exhibit B** and incorporated by reference, recommending Applicant request various waivers from the Township’s Subdivision and Land Development Ordinance; and

WHEREAS, McCloskey & Faber, P.C., the Township’s Landscape Architect, reviewed the Plan, and issued a Letter of Review dated March 9, 2020, attached hereto as **Exhibit C** and incorporated by reference, finding impact on landscape requirements relative to street trees located on the Property and sited in the ultimate right-of-way and recommending Applicant request waivers from the Township’s Subdivision and Land Development Ordinance; and

WHEREAS, the Montgomery County Planning Commission reviewed the Plan, and issued a Letter of Review dated February 27, 2020, attached hereto as **Exhibit D**, generally supporting Applicant’s proposal stating that the Plan is generally consistent with the County’s comprehensive plan and recommending that the Applicant install sidewalk along the Home Road portion of the Property to connect a pedestrian path located approximately 350 feet from the Property that leads to the Blair Mill Elementary School; and further recommended installation of

Recvd by Codes 8/28/20
To Twp Mgrs. office 8/28/20

a marked crosswalk along at the intersection of Blair Mill and Home Road to facilitate pedestrian access; and

WHEREAS, McMahon Associates, Inc., the Township's Traffic Engineer reviewed the Plan, and issued a Letter of Review dated March 12, 2020 attached hereto as **Exhibit E**, commenting that the Applicant's request for a waiver from Section 300-15.B from the minimum cartway width of 40 feet to 32 feet is consistent with the cartway width along Blair Mill Road; requested that roadway widening and drainage facilities be depicted on the Plan; and recommended Applicant install sidewalks and curbing along Blair Mill and Home Roads pursuant to Sections 300-18 and 300-19.A(1) of the Subdivision and Land Ordinance once development is proposed for the newly created Lot; and

NOW, THEREFORE, BE IT RESOLVED by the Upper Moreland Township Board of Commissioners that the Plan is hereby granted Conditional Preliminary/Final Subdivision Approval, subject to Applicants' satisfaction of the following conditions:

1. Compliance with all comments as outlined in the Township Engineer's Letter of Review dated April 1, 2020, set forth in **Exhibit B**.

2. Compliance with all comments as outlined in the Township Landscape Architect's Letter of Review dated March 9, 2020, set forth in **Exhibit C**.

3. Compliance with all comments as outlined in the Township Traffic Engineer's Letter of Review dated March 12, 2020, set forth in **Exhibit E**.

4. Further, the Board of Commissioners takes the following actions regarding the below waivers from the requirements of Chapter 300 of the Upper Moreland Township Code "Subdivision and Land Development," requested by the Applicant, as noted in the Township Engineer's Letter of Review dated April 1, 2020:

OK A. §300-15.B: from the requirement regarding the requirement to widen the cartway width of Blair Mill Road (S.R. 2026) to the required width of 20', as the current cartway width is 13' along the Property frontage and any widening along Blair Mill Road would require PennDOT approval.

B. §300-15.C: from the requirement to install road improvements (road widening and drainage facilities) along Blair Mill Road (S.R. 2026).

Granted Denied

C. §300-18: from the requirement to install sidewalks along Blair Mill Road and Home Road.

Granted Denied

D. §300-19: from the requirement to install additional curbing along Blair Mill Road.

Granted Denied

E. §300-52.C(1): partial waiver from the requirement to depict information of existing features within 400 feet of the Property.

Granted Denied

5. Applicant shall comply with any and all conditions imposed as part of Upper Moreland Township Zoning Hearing Board Order 2019-38 for the proposed development.

6. This Conditional Preliminary/Final Land Development Approval does not and shall not authorize the construction of improvements exceeding those shown on the Plans. Furthermore, this Conditional Preliminary/Final Land Development Approval shall be rescinded automatically upon the Applicant's or the Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's or the Applicant's agent's signature below.

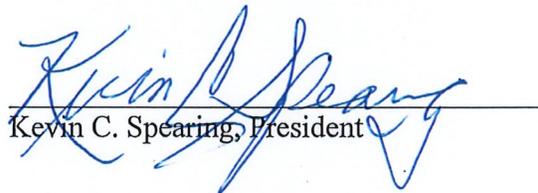
7. By approving this Resolution, the Applicant is signifying acceptance of the conditions contained herein.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 3rd day of August, 2020

Attest:

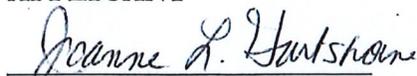
**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS**


Matthew H. Candland, Secretary


Kevin C. Spearing, President

THE UNDERSIGNED APPLICANT HEREBY AGREES TO THE ABOVE CONDITIONAL PRELIMINARY/FINAL SUBDIVISION PLAN APPROVAL RESOLUTION. IN THE EVENT APPLICANT DOES NOT DELIVER EXECUTION OF THIS RESOLUTION TO THE TOWNSHIP WITHIN TEN (10) DAYS OF RECEIPT, IT SHALL BE DEEMED THAT APPLICANT DOES NOT ACCEPT THESE CONDITIONS, THE APPROVALS CONDITIONED UPON THEIR ACCEPTANCE ARE REVOKED, AND THE APPLICATION IS DENIED.

APPLICANT


Joanne L. Hartshorne

Dated: Aug 28, 2020

EXHIBIT

A

Commonwealth of Pennsylvania
County of _____

On the _____ day of _____ before me the undersigned a Notary Public of the Commonwealth of Pennsylvania personally appeared James L. Harkshorn, who acknowledged this plan to be the official plan of lots and property shown thereon situated in the Township of Upper Merion, County of Montgomery, Commonwealth of Pennsylvania and declared that this plan is prepared according to law.

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____

Notary Public (SEAL)
By Commission Expires _____

James L. Harkshorn

APPROVED BY:
The Board of Commissioners of the Upper Merion Township
This _____ day of _____

ATTEST:

(President)

(Secretary)

(Township Engineer)

Recorded in the office of the Recorder of Deeds of
Montgomery County, Harrisburg, Pennsylvania in
Plan Book _____ Page No. _____
On _____ 20____ By _____ (Recorder)

ENGINEER'S CERTIFICATION

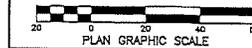
I hereby certify that I am a registered engineer, licensed in compliance with the laws of this Commonwealth of Pennsylvania, that this plan represents an engineering land survey; that any existing information shown hereon is correct as located, and the dimensions and specific details are correct.

(Signature)

DATE

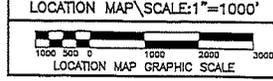
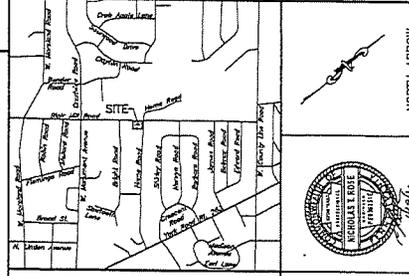
SEAL

DATE

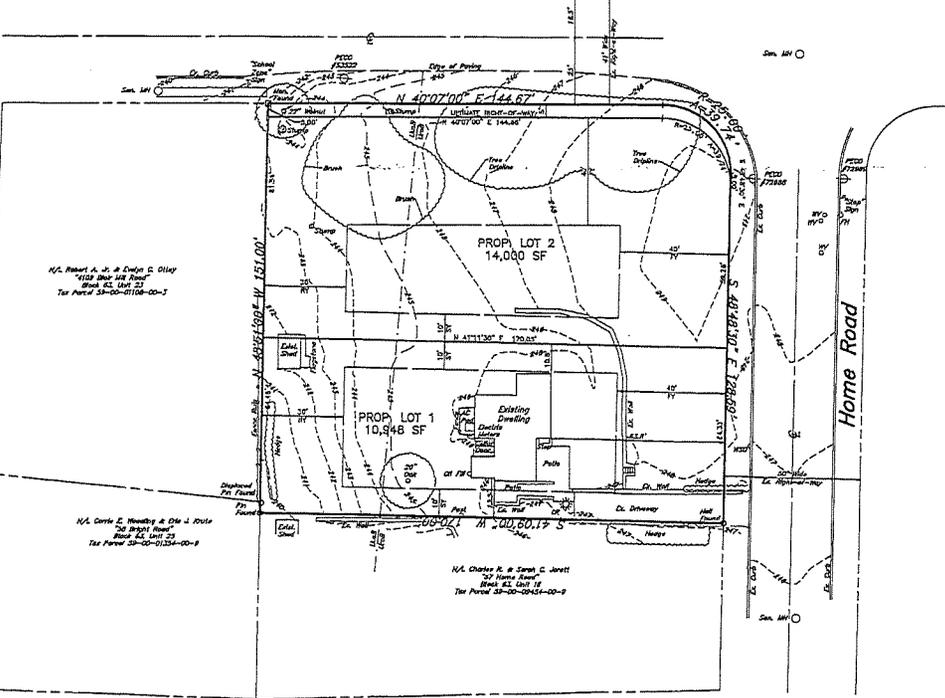


LEGEND

- 0.5' BOUNDARY
- 1' ALLEGEY OWNER
- 2' RIGHT-OF-WAY
- 3' SIDEWALK
- 4' SIDEWALK
- 5' SIDEWALK
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- 980' SIDEWALK
- 990' SIDEWALK
- 1000' SIDEWALK



Blair Mill Road (S.R. 2026)



- CENTRAL NOTES:**
1. APPLICANT/OWNER: JAMES L. HARKSHORN, 131 S. SIETZ WILL ROAD, TOWNSHIP, PA 19388
 2. PROPERTY INFORMATION: TAX PARCEL NO. 00-00-0111-00-4, 742 BLOCK 83 UNIT 3, DEED BOOK 5076, PAGE 2187. SITE ADDRESS: 4121 BLAIR MILL ROAD, HATFIELD, PA, 19340. TOTAL AREA = 23,798 SF (0.5422 ACRES) (TO EXISTING R.O.W.).
 3. BOUNDARY AND TOPOGRAPHY AS SHOWN TAKEN FROM DEEDS AND PLACE OF RECORD, AND A FIELD SURVEY PERFORMED BY PROJECT ENGINEERING IN SEPTEMBER 2018.
 4. PROJECT ENGINEERING, INC. DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS FOR EXISTING BOUNDARY, UTILITY, STRUCTURES OR ADJACENT PROPERTY. PROJECT ENGINEERING, INC. DOES NOT GUARANTEE THE ACCURACY OF THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES BEFORE THE START OF WORK.
 5. SITE IS OUTSIDE THE FEMA 100-YEAR FLOODPLAIN AS SHOWN ON PANEL 02010110, PREPARED FOR MONTGOMERY COUNTY, PA DATED MARCH 2, 2016.
 6. SOIL CLASSIFICATION TAKEN FROM THE USDA/NRCS WEB SOIL SURVEY DATA, SOILS OF SECTION 300-31, AND VERMONT SOILS DATED SEPTEMBER 2018. SOILS OF SECTION 300-31 ARE: URBAN LAND-MONTGOMERYVILLE, LANCASTERSHIRE, SHALE AND SANDSTONE COMPLEXES OF LAMAR PARENT CLAYES.
 7. ZONING DATA ZONES R-3 - RESIDENTIAL DISTRICT.

CATEGORY	REQUIRED	LOT 1	LOT 2
MIN LOT AREA	14,000 SF	10,948 SF	14,000 SF
MIN FRONT YARD	40 FT	24.3 FT	> 40 FT
MIN SIDE YARD	10 FT	24.3 FT	> 10 FT
MIN SIDE YARD (45°)	10 FT	24.3 FT	> 10 FT
MIN REAR YARD	10 FT	24.3 FT	> 10 FT
MAX DEVELOPED COVER	40 %	17.9 %	40 %
MAX IMPERVIOUS COVER	40 %	17.9 %	40 %
 8. ON OCTOBER 24, 2018, THE ZONING HEARING BOARD OF UPPER MERION TOWNSHIP GRANTED THE FOLLOWING ZONING RELIEF (NO. P.N. 18-03):
 - ZONING ORDINANCE SECTION 300-31, TO ALLOW A LOT AREA OF 10,948 SF FOR LOT 1, WHICH CALLOUS OF IS REQUIRED.
 - ZONING ORDINANCE SECTION 300-31, TO ALLOW A LOT WIDTH OF 24.3 FT FOR LOT 1, WHICH CALLOUS OF IS REQUIRED.
 - ZONING ORDINANCE SECTION 300-34, TO ALLOW AN APPROXIMATE SIDE YARD SETBACK OF 24.3 FEET FOR LOT 1, WHICH CALLOUS OF IS REQUIRED.
 9. THE FOLLOWING VARIATIONS ARE REQUESTED FROM THE UPPER MERION SUBDIVISION AND LAND DEVELOPMENT ORDINANCE:
 - SECTION 300-18.B. FROM THE REQUIREMENT TO WIDEN THE CARTHAY WIDTH OF BLAIR MILL ROAD (S.R. 2026).
 - SECTION 300-18.C. FROM THE REQUIREMENT TO INITIAL ROAD IMPROVEMENTS (ROAD WIDENING AND DRAINAGE FACILITIES) ALSO BLAIR MILL ROAD (S.R. 2026).
 - SECTION 300-18. FROM THE REQUIREMENT TO INSTALL SIDEWALKS ALONG HOME ROAD.
 - SECTION 300-18.A.(1) FROM THE REQUIREMENT TO CONTRIBUTE ADDITIONAL CURBING ALONG BLAIR MILL ROAD (S.R. 2026).
 - SECTION 300-23.C.(1) THAT INFORMATION OTHER THAN THAT SHOWN, INCLUDING THE MEDIAL FRONT YARD, 400 FEET OF THE SITE NOT BE REQUIRED TO BE SHOWN UNLESS DEMAND RELEVANT BY THE TOWNSHIP OR ITS SUBORDINATES.
 10. ANY FUTURE DEVELOPMENT OF LOT NO. 2 WILL REQUIRE BUILDING PERMIT APPLICATIONS AND A GRADING/CONTRACTORS PERMIT APPLICATIONS SHALL BE SUBMITTED TO CREATE A BUILDING LOT. HOWEVER, NO CONSTRUCTION, EARTH DISTURBANCE, OR ACCESS SHALL BE PERMITTED ON LOT NO. 2 UNTIL SUCH A TIME AS A BUILDING PERMIT PLAN, FILED IN COMPLIANCE WITH UPPER MERION TOWNSHIP CODE IS SUBMITTED, REVIEWED AND APPROVED BY THE TOWNSHIP.
 11. DESIGNATION OF RIGHT-OF-WAY ALONG BLAIR MILL ROAD (S.R. 2026) IS PROVIDED TO THE APPLICANT THROUGH CONVEYANCE.

RECEIVED
FEB 13 2018
UPPER MERION
CODE ENFORCEMENT

PROFESSIONAL ENGINEER
ACCESS TO AND REVIEW OF ALL INFORMATION CONTAINED HEREIN IS LIMITED TO THE PROJECT DESCRIBED ON THIS PLAN.
Montgomery County Planning Commission
Town Engineer
1/23/18

PROTRACT ENGINEERING, INC.
4121 BLAIR MILL ROAD
HATFIELD, PA 19340
PH: 610-414-1800
FAX: 610-414-1801

EXHIBIT

B



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

April 1, 2020

File No. 20-02069

Paul E. Purtell, Code Enforcement Director
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090-3215

Reference: 4121 Blair Mill Road (TMP# 59-00-01111-00-9)
Minor Subdivision Application

Dear Mr. Purtell:

Pursuant to your request, Gilmore & Associates, Inc. has reviewed the Minor Subdivision Plan for the above-referenced project and offers the following comments for consideration by Upper Moreland Township:

I. Submission

- A. Minor Subdivision Plan prepared for 4121 Blair Mill Road, Protract Engineering, Inc., dated January 28, 2020, consisting of one (1) sheet.
- B. Waiver Request Letter prepared by ProTract Engineering, Inc. dated January 29, 2020.

II. General Information

The subject property is located at the southeast corner of the Blair Mill Road and Home Road intersection within the R-3 Residential Zoning District. TMP #59-00-01111-00-9 currently contains 0.5923 acres and takes access from Home Road. The property contains an existing single-family dwelling with an associated driveway and shed located in the rear yard. The Application proposes to subdivide the property to create one additional building lot, which would be located at the corner of Blair Mill Road and Home Road. The Applicant has received relief from the Zoning Hearing Board pursuant to UMT ZHB Order No. 19-38 to permit reduced lot size, side yard setbacks, and lot width. All existing features are to remain. No physical improvements are currently proposed to either Lot.

III. Reference Documentation

Pursuant to Upper Moreland Township Zoning Hearing Board Order No. 19-38, the Applicant was granted the following variances:

- 1. 350-31 to allow for a lot area of 10,948 SF where the required minimum is 14,000 SF
- 2. 350-31 to allow for a lot width of 64.4' where the required minimum is 80'
- 3. 350-34 to allow for a aggregate side yard setback of 24.3' where the required minimum is 30'

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

IV. Review Comments

A. Zoning Ordinance

We have identified following issue with the proposed plan in regards to the requirements and provisions of the current Upper Moreland Township Zoning Ordinance:

1. §350-172.B(2) – This section requires utility sheds to be located a minimum of 3 feet from a side and/or rear property line. As currently depicted, the proposed subdivision shows that the existing utility shed on Lot 1 will encroach onto Lot 2 by approximately 1.3 feet. The shed should be called out as to be relocated to meet the minimum 3' setback required by this section, or a Variance obtained. If the shed is to be relocated, a note shall be added to the Record Plan stating that the relocation is to occur prior to the plan being recorded.

B. Subdivision and Land Development Ordinance

We have identified the following issues with the plan in regards to the requirements and provisions of the current Subdivision & Land Development (SALDO) Ordinance.

1. §300-14.G – The Board of Commissioners (Board) may grant modification to the requirements of this ordinance provided the Applicant proves undue hardship. We note that the Applicant has submitted a waiver request letter requesting the following waivers for this project:
 - a) §300-15.B & §350-15.C – A waiver is requested from the requirement to widen and further improve the Blair Mill Road (S.R. 2026) frontage. Blair Mill Road is classified as a Secondary Street with a required cartway half-width of 20'. Existing, the half-width cartway is approximately 13 feet along the property frontage. We note any widening along Blair Mill Road would require approval from PennDOT.
 - b) §300-18 – A waiver is requested from the requirement to install sidewalk along the Blair Mill Road and Home Road frontages. We note sidewalk currently exists along Blair Mill Road to the south of the subject property. No sidewalk currently exists along the portions of Home Road within the vicinity of the subject property.
 - c) §300-19.A(1) – A waiver is requested from the requirement to install curbing along Blair Mill Road (S.R. 2026). We note that curbing currently exists along Blair Mill Road to the south of the subject property. Any proposed improvements to the Blair Mill Road right-of-way would be subject to PennDOT review and approval through the Highway Occupancy Permit process.
 - d) §300-52.C(1) – A waiver is requested from the requirement to depict existing features within 400 feet of the property. We would support a partial waiver of this requirement if the Applicant provides an aerial photo in the plan set depicting the required 400 feet and physically locates all storm sewer appurtenances within 400 feet of the property and places those features on the Aerial plan. We recommend that the aerial plan be included as part of the presentation at the Community Development Committee meeting.
2. §300-50 – We recommend that the Applicant request a partial waiver from the requirement of this section that both a preliminary and final plan submission be made so that the application may be processed as Preliminary/Final.
3. §300-16.A(1) – In the case of corner or double frontage lots, any driveway shall take access from the lesser classification street. As such, the driveway for any future dwelling on Lot 2 shall take access to Home Road and be located a minimum of 40 feet from the Blair Mill Road right-of-way. A note stating this requirement shall be added to the Record Plan.

4. §300-26 – The applicable PA DEP Planning Module Exemption mailer should be submitted to the Township for signature.
5. §300-30 – Proposed monumentation shall be depicted on the plans on right-of-way lines at corners, angle points, beginning and end of curves, and at all property corners. If no existing monumentation is found, it shall be installed in accordance with this section. Any proposed property markers shall be installed and certified by a Professional Land Surveyor licensed in Pennsylvania and a note stating this requirement should be added to the plan.
6. §300-32 – The plans should be forwarded to the Township Fire Marshal for review and approval prior to being recorded.
7. §300-33 – Legal descriptions for all rights-of-way dedication, proposed lots, etc. shall be submitted to our office for review and approval.
8. §300-39 – We defer review of the plans with respect to the landscaping requirements of this section to McCloskey & Faber.
9. We defer to the Township's Traffic Consultant (McMahon Associates) regarding the calculation of a Traffic Impact Fee, if required by Ordinance.
10. The Applicant is responsible for all other required approvals, permits, etc. (i.e. MCPC, MCCD, PADEP, PennDOT, Municipal Authority, Fire Marshal, etc.) Copies of these permits or approvals shall be forwarded to the Township.

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

Sincerely,



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

JJH/ve/sl

cc: Matthew Candland, Township Manager
Sean Kilkenny, Esq., Township Solicitor
Kim Flanders, RLA, McCloskey & Faber, PC
Chad Dixon, P.E., McMahon Associates
Erik Garton, P.E., Vice President, Gilmore & Associates, Inc.
Nick Rose, P.E., ProTract Engineering, Inc.
JoAnne Hartshorne, Applicant

EXHIBIT

C



McCloskey & Faber, P.C.

Landscape Architecture • Land Planning • Graphic Design

March 9, 2020

Mr. Paul E. Purtell
Director, Code Enforcement
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Reference: Landscape Requirements Review for **4121 Blair Mill Road**, Upper Moreland Township, Montgomery County, PA, M&F No. 215

Dear Mr. Purtell:

We are in receipt of a subdivision plan submission consisting of one sheet, dated January 28, 2020, prepared by ProTract Engineering, Inc., received by our office on February 18, 2020. Existing site conditions were observed using available online aerial and street photography, as well as observations from the street on February 26, 2020.

The Applicant proposes to subdivide one existing 0.5923 acre lot into two lots. Lot #1 includes one existing dwelling to remain. No construction is proposed on Lot #2 at this time. The site is located within the R-3 Residential District. It is our understanding that the Applicant received zoning relief relative to the minimum requirements for lot area and width, as well as side yard setback. Per Section 300-41 A., since the proposed subdivision involves two or less dwelling units, a separate landscape plan is not required.

We offer the following comments and recommendations:

- 1) "Street Tree" planting requirements apply (Section 300-43 A.).
 - a) Home Road: A minimum of three (3) street trees are required along the Home Road frontage, one (1) tree on Lot #1, and two (2) trees on Lot #2.
 - No trees currently exist across this frontage. We believe it would be acceptable to install these trees during the Building Permit stage for Lot #2. That said, we believe the minimum required street trees should be clearly listed on the Plan of Minor Subdivision. A waiver may be appropriate for relief from required Street trees for Lot #1.
 - b) Blair Mill Road: A minimum of three (3) street trees are required along the Blair Mill Road frontage. (Section 300-43. A. (2) (a))
 - Though not specifically identified on the submitted plan, mature Evergreen and Ornamental trees exist within the area labeled as "Tree Dripline" along the Blair Mill Road frontage, in

McCloskey & Faber, P.C.

Mr. Paul Purtell
Director, Code Enforcement
4121 Blair Mill Road
March 9, 2020
Page 2

addition to the 22" Walnut tree shown. Based on comments noted below, we recommend that the locations of these trees are shown individually on the plan for further review, and note if intended to be preserved or removed.

- Street trees shall be planted from one (1) foot to eight (8) feet outside the ultimate street right-of-way. (Section 300-43 A. (2) (b))

Though this requirement is typically applied to new plantings, it appears that existing trees along Blair Mill Road, though not all specifically depicted, are located between the existing street right-of-way and the proposed (ultimate) street right-of-way. We defer to the Township and/or the agency having jurisdiction over the dedicated right-of-way to determine if the existing trees may remain within the ultimate right-of-way. We have additional comments below relative to preservation of these trees.

- Section 300-43. A. (2) (f) states, "*Street trees are not to be planted beneath utility lines. If utility lines are present, the street tree row is to be moved to a distance not less than 10 feet nor more than 25 feet away from the line of the poles.*"

While this requirement relates to new trees, we note that the locations of existing trees along Blair Mill Road do not appear to meet this requirement. The existing trees are close to the edge of road and are therefore in conflict with the overhead wires. It appears trees have been heavily pruned to reduce conflict.

- The required clear sight triangle should be noted at the plan to determine the relationship with the existing Evergreen tree along Blair Mill Road along near the street intersection. (Section 300-15 F.(5)) "*No ... trees, hedge, shrubbery or other obstruction whatsoever will be permitted in this area. Any obstruction to sight shall be removed at the time a building or structure is erected, whichever shall first occur.*"
- The Applicant is requesting waivers for relief associated with road improvements (curb and sidewalk) along Blair Mill Road. If it is determined that road improvements are to be installed, depending on the extent of the improvements, proposed construction may deem removal of the trees to be necessary.
- If it is determined that existing trees will be removed, and new trees will be planted along Blair Mill Road, outside the right of way and further from the overhead wires, we believe it would be acceptable to install these trees during the Building Permit stage. That said, we believe the minimum required street trees should be clearly listed on the Subdivision Plan.

2) The requirements for "Preservation and Protection of Existing Trees" apply (Section 300-44).

- a) We believe this could be addressed during the Building Permit stage, as may be determined applicable at that time. It should be noted that a Tree Removal Permit is also to be submitted at the Building Permit stage. (Section 300-44. D.)

McCloskey & Faber, P.C.

Mr. Paul Purtell
Director, Code Enforcement
4121 Blair Mill Road
March 9, 2020
Page 3

- 3) The standards for “Replacing Trees Destroyed by Development” apply (Section 300-45).
- a) If it is determined that the existing trees along Blair Mill Road are removed as a result of the proximity to the existing overhead utility wires, due to potential future anticipated disturbance, and/or due to the location of these trees within the street right-of-way, we recommend these trees be replaced as street trees using species appropriate to site conditions, without the additional requirement for replacement. A waiver from the requirement to install replacement would be appropriate in this situation.

The above Landscape Plan review is based on our review of the drawings submitted. We trust that this landscape plan review letter responds to your request and satisfactorily addresses the landscape ordinance requirements that are apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Very truly yours,



James R. Faber, ASLA
Township Landscape Architect
JRF/ kjf

cc: Matt Candland, Township Manager – Upper Moreland Township (email)
David Elsler – Upper Moreland Township (email)
Jim Hersh, P.E. – Township Engineer (email)
Sean Kilkenny, Esq. and Alex Baumler – Township Solicitor (email)
Nick Rose, PE, Project Engineer, ProTract Engineering, Inc. (email)
Joanne L. Hartshorne, Applicant (email)

EXHIBIT D

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

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KENNETH E. LAWRENCE, JR., VICE CHAIR
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PLANNING COMMISSION**

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JOHN S. COVER, AICP
INTERIM EXECUTIVE DIRECTOR

February 27, 2020

Mr. Paul Purtell, Director, Code Enforcement
Upper Moreland Township
117 Park Avenue
Willow Grove, Pennsylvania 19090-3215

Re: MCPC #20-0044-001
Plan Name: Residential Lot Line Adjustment
(1 lot comprising 0.57 acres)
Situate: Blair Mill Road and Home Road
Upper Moreland Township

Dear Mr. Purtell:

We have reviewed the above-referenced subdivision in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 19, 2020. We forward this letter as a report of our review.

BACKGROUND

The applicant, Joanne L. Hartshorne, is proposing a minor subdivision of one residential lot into two lots (labeled Lot 1 and Lot 2), located within the R-3 Residential Zoning District. There is an existing residential unit and driveway on the proposed Lot 1. Based on the information provided, it appears that the subdivision is being proposed with the intent to develop a single-family detached dwelling unit on the proposed Lot 2, located on the corner of Blair Mill and Home Roads.

COMPREHENSIVE PLAN COMPLIANCE

MONTCO 2040 – The proposal is generally consistent with *MONTCO 2040: A Shared Vision*, which designates the area as a "Suburban Residential" future land use category. Suburban Residential Areas are residential areas which depend on automobiles for transportation and often have extensive landscaping on individual properties.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and township may wish to consider prior to final plan approval. Our comments are as follows:



REVIEW COMMENTS

PEDESTRIAN CONNECTIONS

- A. Sidewalks. Blair Mill Road is an important connector road along which there are significant gaps in the sidewalk network. The applicant is requesting a waiver from Section 300-18.A.(1), which requires that sidewalks be provided along all streets, except where they are decided to be unnecessary by the Board. The county believes that it is important to build sidewalks incrementally as subdivision and land development opportunities arise, with the goal of creating a safer and more well-connected pedestrian network.

Approximately 350 feet from the location of the proposed lot subdivision is a pedestrian path which leads to the Blair Mill Elementary School. We encourage the applicant and township to consider installing sidewalks along Blair Mill Road to improve the pedestrian network and provide a safe space for children and parents to walk to the elementary school.

1. Sidewalks on Home Road. There do not appear to be any sidewalks on Home Road to which a new sidewalk would connect. Nevertheless, we recommend considering the installation of sidewalks on Home Road in addition to Blair Mill Road because it will help to further the development of a pedestrian network throughout the township.
- B. Crosswalks. There are no safe pedestrian crossings to the existing sidewalks or the elementary school pedestrian path. We suggest that the applicant and township add a marked crosswalk across Blair Mill Road at the intersection of Home Road. Installing marked crosswalks would provide a clear pedestrian connection and signal to drivers that there may be people crossing the street.

STONE WALL

There appears to be an existing stone wall which would cross the proposed lot line. We recommend that the applicant and township consider proposing a joint maintenance agreement for the future property owners to address the existing wall.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal, but we believe that our suggested revisions will better achieve the Upper Moreland's planning objectives for suburban residential development.

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

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Please print the assigned MCPC number (#20-0044-001) on any plans submitted for final recording.

Sincerely,



Claire Warner, Community Planner
cwarner@montcopa.org – 610-278-3755

c: Joanne L. Hartshore, Applicant
Nick T. Rose, P.E., Applicant's Representative
Francis Hanney, PennDOT

Attachments: Reduced Copy of Applicant's Proposed Land Development
Aerial Image of Site



4121 Blair Mill Road
MCPC #200044001

Montgomery County
Planning Commission
Montgomery County Courthouse - Planning Commission
RD Box 211 • Norristown PA 19384-0211
(p) 610.276.3722 • (f) 610.276.3341
www.montcopa.org/planning
Year 2017 aerial photography provided by Petrosky

0 25 50 100 200 Feet



EXHIBIT

E



McMAHON ASSOCIATES, INC.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
p 215-283-9444 | f 215-283-9445

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

March 12, 2020

Mr. Paul Purtell
Director of Code Enforcement
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

RE: **Traffic Review #1**
4121 Blair Mill Road Subdivision (SD20-0008)
Upper Moreland Township, Montgomery County, PA
McMahon Project No. 820176.11

Dear Paul:

Per the request of the Township, McMahon Associates, Inc. has prepared this letter that summarizes our initial traffic engineering review of the proposed subdivision, to be located at 4121 Blair Mill Road (S.R. 2026) in Upper Moreland Township, Montgomery County, PA. It is our understanding that the proposed subdivision involves subdividing Parcel 59-00-01111-00-9 into two lots. The existing single-family home will remain on Lot 1 while there is currently no development proposed on Lot 2. Access to Lot 1 will continue to be provided via the existing driveway along Home Road.

The following document was reviewed and/or referenced in preparation of our traffic review:

1. Minor Subdivision Plan for 4121 Blair Mill Road, prepared by ProTract Engineering, Inc., dated January 28, 2020.

Based on our review of the document listed above, McMahon offers the following comments for consideration by the Township and action by the applicant:

1. The applicant is requesting a waiver from **Section 300-15.B of the Subdivision and Land Development Ordinance**, requiring Blair Mill Road (S.R. 2026) to have a minimum cartway width of 40 feet. The plan currently shows an approximate 32-foot cartway width along the Blair Mill Road (S.R. 2026) site frontage. It should be noted that the 32-foot cartway width along the site frontage is consistent with the cartway width of Blair Mill Road (S.R. 2026) in the vicinity of the site.

2. The applicant is requesting a waiver from **Section 300-15.C** of the **Subdivision and Land Development Ordinance**, requiring the applicant to provide roadway widening and drainage facilities along the site frontage of Blair Mill Road (S.R. 2026). The plan currently does not show any roadway widening or drainage facilities along the site frontage of Blair Mill Road (S.R. 2026).
3. The applicant is requesting a waiver from **Section 300-18** of the **Subdivision and Land Development Ordinance**, requiring sidewalk to be provided along the site frontages of Blair Mill Road (S.R. 2026) and Home Road. The plan currently does not show any sidewalk along either site frontage. It should be noted that there is no sidewalk along either side of Home Road in the vicinity of the site. However, there is sidewalk along the site frontage of the adjacent property to the south along Blair Mill Road (S.R. 2026), as well as along the site frontage of the property directly opposite the site on Blair Mill Road (S.R. 2026). Sidewalk should be installed along the entire Lot 1 and Lot 2 frontages of Blair Mill Road (S.R. 2026) and Home Road once development is proposed on Lot 2.
4. The applicant is requesting a waiver from **Section 300-19.A(1)** of the **Subdivision and Land Development Ordinance**, requiring curbing to be provided along the entire site frontage of Blair Mill Road (S.R. 2026). The plan currently shows curbing along only a portion of the site frontage of Blair Mill Road (S.R. 2026). It should be noted that there is currently curbing along the site frontage of the adjacent property to the south, as well as along the site frontage of the property directly opposite the site on Blair Mill Road (S.R. 2026). Curbing should be installed along the entire Lot 1 and Lot 2 frontages of Blair Mill Road (S.R. 2026) once development is proposed on Lot 2.
5. Although the driveway for Lot 1 along Home Road is an existing driveway, sight distance measurements should be depicted on the plan for this driveway location as required in **Section 295-15.C** of the **Subdivision and Land Development Ordinance**.
6. Since Blair Mill Road (S.R. 2026) is part of the state highway system, the applicant will be required to secure a Highway Occupancy Permit (HOP) from PennDOT if any modifications are made to the site frontage within the state right-of-way. The applicant should provide the Township and McMahan with copies of the HOP plans, comments, and response letters between the applicant and PennDOT, and invited to all meetings between the two parties.
7. It appears as though there is no development proposed at this time that will generate additional vehicular trips subject to the transportation impact fee of \$1,904 per "new" weekday afternoon peak hour trip. If/when development is proposed on either lot in the future, that development could be subject to the transportation impact fee.

8. A more detailed review of the site and all transportation-related engineering elements on the plan can be conducted, as the Township deems necessary, if/when development is proposed on either Lot 1 or Lot 2. Additional comments could be raised at that point.
9. The applicant's engineer must provide a letter with the resubmission of the plan that provides a response on how each comment has been addressed, and where each can be located in the submission.

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me.

Sincerely,



Chad Dixson, AICP, PP
Senior Project Manager

BMJ

cc: Matthew Candland, Upper Moreland Township Manager
Jim Hersh, P.E., Gilmore & Associates, Inc.

EXHIBIT

B

From: Jim Hersh
Date: September 13, 2022
To: Lucas Long , Nick Rose
Cc: Purtell, Paul
Subject: RE: 4121 Blair Mill Rd - Curb

Paul,

I have no objection to the request for waiver of curb along Blair Mill Road. My only comment is that the submitted plan also removes the ADA ramp that was previously proposed at the curb return. There are complementary ramps across Blair Mill Road on the Horsham side, so I would suggest the ADA ramp be installed along the Upper Moreland side as well. Applicant will need to go to PennDOT for the sidewalk anyways so incorporating the ramp will not extend their permit path.

Thanks
Jim



James Hersh, P.E., Senior Project Manager

Gilmore & Associates, Inc.

65 E. Butler Avenue, Suite 100, New Britain, PA 18901

Main: 215-345-4330 x330 | Fax: 215-345-8606

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TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

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SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Community Development Committee – September 19, 2022 Regular Meeting – October 3, 2022

Agenda Item:	Federal Realty Request for Amended Waiver of Land Development
Recommended Action:	Consider Request to defer Moreland Road accessible curb ramp upgrades.
Background/Analysis:	Applicant would like complete installation of curb ramps along Moreland Road during the site work associated with construction of the approved 18K square foot pad site. The curb ramps were originally approved and required under the waiver of land development for building alterations and improvements along Easton Road.
Fiscal Impact/Source:	N/A
Alternatives:	N/A
Attachments:	Applicant deferment request and Resolution R-2022-34
Prepared by:	Paul Purtell, Director of Code Enforcement

Committee Recommendation:

At the September 19, 2022 of the Community Development Committee meeting, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. R-2022-34

A RESOLUTION GRANTING AMENDED CONDITIONAL PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL TO FEDERAL REALTY INVESTMENT TRUST TO DELAY THE INSTALLATION OF AN ADA ACCESS RAMP ON MORELAND ROAD UNTIL THE CONSTRUCTION AN 18,745 SQUARE FOOT RETAIL PAD SITE BUILDING AND RELATED IMPROVEMENTS ALONG THE FRONT OF PARK AVENUE ON THE PARCEL LOCATED AT 10-170 PARK AVENUE, WILLOW GROVE, UPPER MORELAND TOWNSHIP.

WHEREAS, Federal Realty Investment Trust (“Applicant”) is the owner of Montgomery County Tax Map Parcel No. 59-00-05425-00-6, which consists of 13.03 acres located within the TC-1 Town Center District and the Transit Overlay District, commonly referred to as the Willow Grove Shopping Center, which includes retail, restaurant, bank, and other commercial uses (the “Property”); and

WHEREAS, the Applicant has set forth to redevelop the entirety of the Property in phases; and

WHEREAS, on November 9, 2020, the Upper Moreland Township Board of Commissioners granted a conditional waiver of land development via Resolution 2020-43 to allow the Applicant to retrofit the then existing Barnes & Noble, A.C. Moore, and Five Below retail spaces to a proposed grocery store. Resolution No. 2020-43 is incorporated herein by reference as if more fully set forth at length; and

WHEREAS, on November 8, 2021, the Upper Moreland Township Board of Commissioners granted a conditional waiver of land development via Resolution 2021-38 to retrofit the existing Liberty Travel (1,024 sf), Famous Footwear (6,163 sf), Subway (1,000 sf) and A.C. Moore (14,800 sf) retail spaces to allow for the expansion of a Marshalls retail use containing 25,000 sf of floor space. Resolution No. 2021-38 is incorporated herein by reference as if more fully set forth at length; and

WHEREAS, on March 7, 2022, the Upper Moreland Township Board of Commissioners granted conditional preliminary/final land development approval via Resolution 2022-10 to the Applicant to reconfigure the parking lot and drive aisle layout to construct an 18,745 square foot retail pad site building and related improvements including crosswalks, lighting, landscaping and hardscaping along the portion of the Property which fronts Park Avenue (“Phase II”). A true and correct copy of Resolution No. 2022-10 is attached as **Exhibit “A”**; and

WHEREAS, the plans approved by Resolutions 2020-43 and 2021-38 (hereinafter collectively referred to as “Phase I”) include the construction of associated improvements include building façade and architectural improvements, pedestrian crossing upgrades, and restriping/resurfacing of a portion of the parking lot; and

WHEREAS, the Applicant has submitted an Application to the Township requesting to defer the installation of an ADA accessible curb ramp located along the Moreland Road frontage as detailed on the Phase I approved land development plans until such time that construction on the Phase II pad site begins, as Applicant is currently working to resolve the installation issues associated with the curb ramp with PennDOT; and

WHEREAS, the Township's Engineer and the Township's Traffic Engineer, have reviewed the deferment request and issued emails dated September 13, 2022, attached hereto as **Exhibit B**, expressing no objection to the request; and

WHEREAS, based on Applicant's presentation of the deferment request on September 19, 2022, the Upper Moreland Township Community Development Committee has recommended approving this deferment request; and

NOW, THEREFORE, BE IT RESOLVED by the Upper Moreland Township Board of Commissioners that Resolution 2022-10 is hereby granted Amended Conditional Preliminary/Final Subdivision Approval, subject to Applicant's satisfaction of the following conditions:

1. Applicant shall complete the installation of the ADA accessible curb ramp located along the Moreland Road frontage as detailed on the Phase I approved land development plans during the construction of the Phase II pad site improvements. Applicant shall not be entitled to an issuance of Certificate of Use and Occupancy for the Phase II pad site until sufficient proof of installation of the ADA accessible curb ramp is demonstrated to the satisfaction of the Township.

2. Applicant shall be subject to strict and full compliance with all other terms, conditions and requirements contained in Upper Moreland Township Resolution No. 2022-10, attached hereto as **Exhibit "A"**.

3. This Amended Conditional Preliminary/Final Land Development Approval does not and shall not authorize the construction of improvements exceeding those shown on the Recorded Plan and as detailed in Resolution 2022-10. Furthermore, this Amended Conditional Preliminary/Final Land Development Approval shall be rescinded automatically upon the Applicant's or the Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's or the Applicant's agent's signature below.

4. By approving this Resolution, the Applicant is signifying acceptance of the conditions contained herein.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 3rd day of October, 2022

Attest:

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS**

Matthew H. Candland, Secretary

Clifton McFatridge, President

THE UNDERSIGNED APPLICANT HEREBY AGREES TO THE ABOVE CONDITIONAL PRELIMINARY/FINAL SUBDIVISION PLAN APPROVAL RESOLUTION. IN THE EVENT APPLICANT DOES NOT DELIVER EXECUTION OF THIS RESOLUTION TO THE TOWNSHIP WITHIN TEN (10) DAYS OF RECEIPT, IT SHALL BE DEEMED THAT APPLICANT DOES NOT ACCEPT THESE CONDITIONS, THE APPROVALS CONDITIONED UPON THEIR ACCEPTANCE ARE REVOKED, AND THE APPLICATION IS DENIED.

**APPLICANT
FEDERAL REALTY INVESTMENT
TRUST**

Name:
Title:

EXHIBIT

A

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2022-10

A RESOLUTION GRANTING PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL WITH CONDITIONS TO FEDERAL REALTY INVESTMENT TRUST TO RECONFIGURE THE PARKING LOT AND DRIVE AISLE LAYOUT AND TO CONSTRUCT AN 18,745 SQUARE FOOT RETAIL PAD SITE BUILDING AND RELATED IMPROVEMENTS ALONG THE FRONT OF PARK AVENUE ON THE PARCEL LOCATED AT 10-170 PARK AVENUE, WILLOW GROVE, UPPER MORELAND TOWNSHIP.

WHEREAS, Federal Realty Investment Trust (“Applicant”) filed an application with Upper Moreland Township requesting approval with certain waivers (the “Land Development Application”) for the construction of an 18,745 square foot retail pad site building and related improvements (the “Project”); and

WHEREAS, the Applicant has submitted the following in support of the Land Development Application: Preliminary/Final Land Development Plans Prepared for Federal Realty Investment Trust” prepared by Bohler Engineering, dated January 1, 2021, last revised, November 16, 2021, consisting of Sheets 1 to 29 of 29 (the “Plans”); “Preliminary/Final Landscaping Plans Prepared for Federal Realty”, prepared by Studio39 Landscape Architecture, P.C., dated November 21, 2021; and “General Project Description and Stormwater Management Calculations prepared by Bohler Engineering, dated November 12, 2021. The Plans are attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, the Plans involve the property owned by the Applicant, Montgomery County Tax Map Parcel No. 59-00-05425-00-6, which consists of 13.03 acres located within the TC-1 Town Center District and the Transit Overlay District, commonly referred to as the Willow Grove Shopping Center, which includes retail, restaurant, bank, and other commercial uses. The Property currently contains 738 existing parking spaces with associated curbing and sidewalk (the “Property”); and

WHEREAS, the Applicant proposes to reconfigure the parking lot and drive aisle layout to construct a 18,745 square foot retail pad site building and related improvements along the portion of the Property which fronts Park Avenue. Associated improvements include crosswalks along Park Avenue, lighting, landscaping and hardscaping (the “Project” or “Phase II”); and

WHEREAS, the proposed improvements will result in a net decrease of 7,288 square feet of impervious area and a net decrease of 134 parking spaces. To comply with the Township’s Stormwater Management Ordinance, the Applicant is proposing to install an underground stormwater basin within the proposed parking area that will tie into the existing stormwater system. The site will continue to be serviced by public water and sewer; and

WHEREAS, the Applicant has requested waivers from requirements set forth in Chapters 287 “Stormwater Management” and 300 “Subdivision and Land Development” of the Upper Moreland Township Code of Ordinances, more fully referenced in Paragraph 10 below; and

WHEREAS, the Township Engineer has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions set forth in the review letter dated December 21, 2021, attached hereto as **Exhibit “B”** and incorporated herein by reference; and

WHEREAS, the Township Landscape Architect has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions and comments set forth in the review letter dated December 22, 2021, attached hereto as **Exhibit “C”** and incorporated herein by reference; and

WHEREAS, The Township Traffic Engineer has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the conditions and comments set forth in the review letter dated December 21, 2021, attached hereto as **Exhibit “D”** and incorporated herein by reference; and

WHEREAS, The Montgomery County Planning Commission has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, subject to the comments set forth in the review letter dated December 10, 2021, attached hereto as **Exhibit “E”** and incorporated herein by reference; and

WHEREAS, The Upper Moreland Township Advisory Planning Agency has reviewed Applicant’s Preliminary/Final Land Development Plans and has recommended their approval, as set forth in the review letter dated December 16, 2021, attached hereto as **Exhibit “F”** and incorporated herein by reference; and

WHEREAS, based on Applicant’s presentation of the Project on February 14, 2022, the Upper Moreland Township Community Development Committee has recommended Conditional Preliminary/Final Approval of the Applicant’s Preliminary/Final Land Development Plans; and

WHEREAS, the Upper Moreland Township Board of Commissioners has determined that based on the testimony, and reviews of Township Consultants, Applicant has satisfactorily established that Conditional Preliminary/Final Land Development Approval will not be contrary to the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Upper Moreland Township Board of Commissioners that the Applicant’s Preliminary/Final Land Development Plans are hereby granted Conditional Preliminary/Final Land Development Approval, subject to the satisfaction of the following conditions by the Applicant:

1. Except as modified herein, Applicant shall comply with all other applicable Township Ordinances, County, Commonwealth and Federal statutes, rules, and regulations, and obtain all applicable permits and approvals including but not limited to, obtaining the approval of the fire marshal, UMHJSA permit, Aqua of Pennsylvania permit, Montgomery County Conservation District permits, and DEP permits.

2. Applicant shall strictly comply with all applicable Americans with Disabilities Act accessibility standards as promulgated by the Department of Justice and the International Code Council, A117.1-2009, for the construction of accessible facilities, including, but not limited, to handicapped parking spaces on the Property.

3. The Applicant shall comply with all conditions and comments set forth in the Township Engineer's review letter attached hereto as **Exhibit "B"**.

4. The Applicant shall enter into a Development Agreement and Financial Security Agreement with the Township for the construction of the proposed improvements, to be prepared by the Township Solicitor, and executed prior to the start of construction.

5. The Applicant shall enter into a Stormwater Management Facilities Agreement with the Township for perpetual ownership and maintenance of proposed stormwater Best Management Practices, to be prepared by the Township Solicitor, and executed prior to the start of construction.

6. Unless waived by the Board of Commissioners, the Applicant shall comply with all conditions and comments set forth in the Township Landscape Architect's review letter attached hereto as **Exhibit "C"**.

7. The Applicant shall comply with all conditions and comments set forth in the Township's Traffic Engineer's review letter dated December 21, 2021, attached hereto as **Exhibit "D"**. This will result in a Traffic Impact Fee requirement of **\$79,968**.

8. All architectural features on building exterior/façade shall be designed in accordance with the architectural features contained in the presentation given to the Township by Applicant and shall be reviewed and approved by the Township's staff and consultants.

9. Applicant shall work with Township staff and consultants for the incorporation of pedestrian-oriented ornamental lighting along the Park Avenue improvements and for the design of benches which are consistent with the "standard" benches currently utilized along Easton Road and proposed in association with the development under construction for the Grocer within this shopping center.

10. Further, the Board of Commissioners takes the following action as to the Applicant's request for waivers from the requirements of Chapters 287 "Stormwater Management"

and 300 "Subdivision and Land Development" of the Upper Moreland Township Code of Ordinances:

- A. § 300-15.B: A waiver from the requirement that Park Avenue must have a minimum cartway width of 30 feet, as the project does not propose any modifications to the existing cartway widths along Park Avenue which is currently at 24 feet in order to construct parallel parking spaces.

Granted Denied

- B. § 300-15.C: A waiver from the requirement that streets boarding the subject property shall meet the minimum required right-of-way and cartway width requirements.

Granted Denied

- C. § 300-17.F: A waiver from the requirement that parking stall dimensions shall not be less than 9 feet in width.

Granted Denied

Grant of this waiver is expressly limited to the parallel parking spots to be constructed by Applicant along Park Avenue which shall be permitted to be 8 feet in width. All interior parking stalls currently constructed or to be constructed in the future on the Property must adhere to the minimum 9 feet width requirement of the Township Code.

- D. § 300-17.H: A waiver from the requirement that no less than a five-foot radius of curvature shall be permitted for all curblines in parking areas.

Granted Denied

Grant of this waiver is expressly limited to a grant of reduced radii curblines only for those areas of the Property as specifically designated on the Plans.

- E. § 300-17.I: A waiver from the requirement that two-way drive aisles in parking areas with 90 degree spaces should be a minimum of 25 feet, as the location of the Applicant's proposed width drive aisles occur in existing drive aisles which are not proposed to be restriped.

Granted Denied

Grant of this waiver is expressly conditioned upon Applicant's obligation to bring all deficient drive aisles identified on the Plans relative to this Phase II of land

development of the Property into compliance during Applicant's Phase III land development application. During Phase III, Applicant shall widen, eliminate or otherwise bring all drive aisles into compliance with the minimum 25 feet requirement.

- F. § 300-18.C: From the requirement that on public streets sidewalks shall be located between the curb and the right-of-way line one foot from the right-of-way line.

Granted Denied

- G. § 300-50.B: From the requirement of a preliminary plan submission to permit Applicant's Plan to be classified as Preliminary/Final.

Granted Denied

- H. § 300-52.C.(1): A partial waiver is requested from the requirement to show existing features within 400 feet of the site being developed. An aerial photograph plan depicting all existing features of the site and the surrounding area within 400 feet will be provided.

Granted Denied

- I. § 287-23.A.(2)(b): From the requirement that one hundred percent of existing impervious area, when existing, shall be considered meadow in the model for existing conditions. The Applicant's stormwater design assumes 76% of existing on-site impervious surface to be considered meadow in the predevelopment condition. In consideration of this waiver request Applicant a contribution in the amount of \$68,297.00 for off-site stormwater improvements in lieu of providing additional on-site stormwater controls.

Granted Denied

- J. § 287-25.B.: From the requirement that stormwater rate reductions be provided. The stormwater design meets all rate reductions required by the Ordinance with the exception of reducing the 10-year post-development rate to the 2-year pre-development rate and reducing 50-year post-development rate to the 10-year pre-development rate.

Granted Denied

- K. § 300.43.A.(1)(d): From the requirement that street trees are required along access and/or private driveways or boulevards serving developments other than single

family residential developments and to residential developments serving 4 or more dwelling units.

Granted Denied

Grant of this waiver is expressly conditioned upon Applicant's obligation to satisfy the requirements of § 300.43.A in full during Applicant's Phase III land development application. Applicant shall revise the SALDO Landscaping Compliance Chart accordingly.

- L. § 300.43.A.(2)(b): From the requirement that street trees shall be planted from one foot to eight feet outside the ultimate street right-of-way and no closer than three feet to any public sidewalk. Applicant's Plan shows streets planted approximately 10 feet from the property line/right-of-way due to on-site constraints of providing parallel parking along Park Avenue.

Granted Denied

- M. § 300.43.A.(2)(g): From the size, species and quality standards which require street trees to be a minimum of three inches in caliper and a species suggested in § 300-47.A, "Shade Trees". Applicant's Plan proposes Sweetbay Magnolia trees for a portion of the street trees which meet the intent of the § 300-47.A shade tree list but do not meet the three inches in caliper requirement.

Granted Denied

- N. § 300.43.D: From the requirement to plant replacement trees destroyed by development in addition to the trees required by the planting requirements of § 300-43 of the SALDO.

Granted Denied

Grant of this waiver is expressly conditioned upon Applicant's obligation to comply with the requirements of § 300.43.D. as directed by the Board of Commissioners during Applicant's Phase III land development application. Applicant shall revise the SALDO Landscaping Compliance Chart accordingly.

- O. § 300.47.D and § 300.47.E: From the requirements that deciduous shrubs shall be thirty-inch minimum height and that evergreen shrubs shall be twenty-four-inch minimum height.

Granted Denied

11. This Resolution will expire in two years from the date of this Resolution, unless extended in writing by the Township.

12. This Conditional Preliminary/Final Land Development Approval does not and shall not authorize the construction of improvements or buildings exceeding those shown on the Plans. Furthermore, this Conditional Preliminary/Final Land Development Approval shall be rescinded automatically upon the Applicant's or the Applicant's agent's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's or the Applicant's agent's signature below.

13. By approving this Resolution, the Applicant is signifying acceptance of the conditions contained herein.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, in a public meeting held this 7th day of March, 2022.

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS:**

ATTEST:

Matthew H. Candland, Township Manager

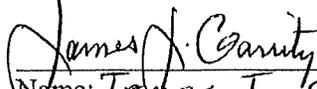
By: _____
Kip McFatrige, President

In the event that the executed Resolution is not delivered to the Township within ten (10) days of receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon its acceptance are revoked, and the application is considered denied for the reasons set forth above.

Date: 5/17/22

ACCEPTED BY:

**APPLICANT
FEDERAL REALTY INVESTMENT
TRUST**


Name: James J. GARITY
Title: Attorney

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

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Township Manager

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ALEX H. LEVY

Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Community Development Committee Meeting - September 19, 2022 Regular Meeting – October 3, 2022

- Agenda Item:** New Penn DOT Grant – Traffic Signal Technologies Program
- Recommended Action:** Recommend that the Board of Commissioners ratify the action to direct Anton Kuhner, Township Traffic Engineer, to prepare and submit an application for this grant.
- Background/Analysis:** The Township recently received information concerning a new Penn DOT grant that will provide funding for traffic signal upgrades. The deadline for applications is September 30th.
- In an earlier email to the Board, I explained that the Sept. 30th deadline would not allow us to follow our normal process of discussing this at a CDC meeting and then approving it at a board meeting since the next board meeting is October 3rd, several days after the deadline.
- With this in mind, the Board approved directing our traffic engineer to prepare and submit the grant, place this on the Sept. 19th CDC agenda and then ratify the decision at the October 3rd board meeting.
- Fiscal Impact/Source:** There does not appear to be a match requirement. Consequently, the only cost to the Township would be the time staff would spend on administering the grant.
- Alternatives:** There may be other grant sources for this type of work but it might have a match requirements.
- Attachments:** Email Summary from Anton Kuhner and Links to more information
- Prepared by:** Matt Candland, Township Manager
- Committee Recommendation:** At the September 19, 2022 Community Development Committee meeting, the Committee recommended that the Board of Commissioners approve to ratify the action to direct Anton Kuhner, Township Traffic Engineer, to prepare and submit an application for this grant at their October 3, 2022 Regular Meeting.

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From: Candland, Matthew
Sent: Thursday, September 1, 2022
To: McFatrige, Kip; Lockard, Cheryl; Kevin Spearing; Whiting, Charles; Valenza, Samuel; Scull, Nicholas; Prousi, Anthony
Cc: Sykes, Vicky; Schaible, Randy; Elsier, David
Subject: FW: NEW STATE GRANT - Traffic Signal Technologies Program

Commissioners,

Below is an email we received from Anton Kuhner yesterday. As you can see, he has come across a grant program that could provide funding for us to upgrade the traffic signals on 611.

Our normal process would be to take this matter to the CDC for its consideration and then to the board for final approval. Since the deadline for this grant is September 30th it does not appear that we would be able to follow our normal process.

We would suggest that (1) we have Anton move forward with preparing the grant application, (2) we place this on the Sept. 19th CDC meeting and assuming the CDC is ok with it, (3) move forward with submitting the grant prior to Sept. 30th. The board could then ratify it at the October board meeting.

Please let me know if you have any concerns with this approach.

Matt

From: Kuhner, Anton
Sent: Wednesday, August 31, 2022 5:21 PM
To: Elsier, David; Candland, Matthew
Subject: FW: NEW STATE GRANT - Traffic Signal Technologies Program

Matt and Dave,

Below is information that we have received on a new PennDOT Traffic Signal Grant. There is \$5 million available statewide and the project scope is limited. But I think a good project would be to replace the controllers, comm and radio for the Route 611 corridor in order to tie into the PennDOT's UCC system. This is something I mentioned to Kevin Lewis and he liked the idea. PennDOT wants to get this corridor on their system. This grant program has no match requirement.

The grant is due Sept 30, but I think we have time to put an application in. Let me know what you think.

As part of the state's 2022-2023 budget signed into law earlier this month, a special allocation of \$5 million was set aside for a competitive grant program for municipalities to install and maintain traffic signal technologies, such as signal timing upgrades, adaptive signal installation, and automated signal performance measure implementation. This funding, which is being called the Traffic Signal Technologies Grant program, will be administered in a similar fashion to the Green Light-Go program, and no local matching funds are required.

The full program guidelines are available here:

https://www.dot.state.pa.us/public/Bureaus/BOMO/Portal/TST_INFO.pdf , and frequently asked questions are available here: https://www.dot.state.pa.us/public/Bureaus/BOMO/Portal/TST_FAQ.pdf

It was important to bring this to your attention now because the program's website is now active at <https://www.dot.state.pa.us/public/Bureaus/BOMO/Portal/TSPortal/FUNDTST.html> , and the grant program is on an accelerated timeline.

- Pre-application scoping forms are required and may be submitted at any time to PennDOT's Central Office – the form is available here: http://www.dot.state.pa.us/public/Bureaus/BOMO/Portal/TST_Scoping_Form.pdf
- According to an announcement at a regional meeting earlier today, Central Office will seek to meet with municipalities to further refine applications during the month of August.
- The grant program itself will be open for applications in September only; the due date is September 30.
- Applications will be accepted through DCED's Single Application.

It should be noted that this program is not for most activities that would be funded under Green Light-Go, such as installing or replacing signals, signal heads, poles, signs, warning devices, or other construction. This is solely for use for upgrading traffic signal timing or control technology.

Anton Kuhner, P.E. | Senior Project Manager
O: (215) 283-9444 | D: (267) 419-1239
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
akuhner@mcmahonassociates.com

CLICK BELOW to See Our Latest Projects & News!



As of May 2022, McMahon has officially joined Bowman.
Visit bowman.com for more information.

 Please consider the environment before printing this email

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

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Township Solicitor

Upper Moreland Township Board of Commissioners Community Development Committee Meeting - September 19, 2022 Regular Meeting – October 3, 2022

- Agenda Item:** Green Light Go Bid – N. York Rd.
- Recommended Action:** Approve advertising the bid for traffic signal upgrades on N. York Road.
- Background/Analysis:** The Township was awarded a Green Light Go grant in the amount of \$147,760 to fund signalization upgrades at the following intersections along N. York Road:
- Newington Rd.
 - Mill/Warminster Rds.
 - Great Britain/Former Benjamin Food
 - Terwood/Fitzwatertown Rd.
- Upgrades include:
- replace the existing loop detection with video detection
 - replace existing pedestrian signals with countdown signals
 - replace pushbutton with ADA pushbuttons with LED confirmation light.
- Fiscal Impact/Source:** \$36,940 – 20% Township Match of \$184,700 total project cost – to be funded from Traffic Signal Fund
- Alternatives:** The Township could hold off doing the work (and therefore eliminate the grant match cost us) or we could possibly reduce the number of signals to be upgraded, thus reducing the amount of the Township's match.
- Attachments:** Bid Advertisement
- Committee Recommendation:** At the September 19, 2022 Community Development Committee meeting, the Committee recommended that the Board of Commissioners approve the advertisement of the bid for traffic signal upgrades on N. York Road.

A. ADVERTISEMENT

Notice is hereby given that Upper Moreland Township will accept sealed proposals for the following:

TRAFFIC SIGNAL IMPROVEMENTS

At

Various Locations

within

Upper Moreland Township, Montgomery County, PA

Notice is hereby given that Upper Moreland Township will accept sealed proposals for the Traffic Signal Improvements at Various Locations within Upper Moreland Township, Montgomery County, PA. Bids will be accepted until 10:00 AM, October 6, 2022, via PennBid (<http://PennBid.ProcureWare.com>) only. Questions must be submitted via PennBid by September 29, 2022 at 5:00 PM.

Plans and specifications are available online at no charge via PennBid.

All proposals (bids) are to be accompanied by a bid bond or certified check in the amount of 10% of the total bid. The Township reserves the right to waive any minor informalities, irregularities or defects in the bid; or to reject any or all of the bids. The successful Bidder must comply with Pennsylvania Prevailing Wage Act.

All Bidders are required to establish proof of competency and responsibility, in accordance with 67 PA Code Chapter 457, Regulations Governing Prequalification of Prospective Bidders and PennDOT Form 408/2020, as supplemented and amended, Section 102. Subcontractors must prequalify in the same manner, if listed in the proposal or if they subsequently undertake the partial or total construction of one or more items of work. All Bidders and Subcontractors must be PennDOT prequalified.

Prevailing Wage determinations are in effect for this project as set forth in the Bid Documents.

No bid may be withdrawn within sixty (60) days after the opening thereof, during which time the Township may review the bids and investigate bidder qualifications.

Matthew Candland
Upper Moreland Township

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

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Telephone (215) 659-3100 / Fax (215) 659-7363

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Township Solicitor

Upper Moreland Township Board of Commissioners Community Development Committee Meeting – September 19, 2022 Regular Meeting October 3, 2022

- Agenda Item:** Woodlawn Demolition – Change Order #2
- Recommended Action:** The CDC's recommendation is to approve the change order in the amount of \$3,994.34 for the testing, removal, and disposal of contaminated soil encountered beneath underground storage tank #2.
- Background/Analysis:** The Township has awarded the contract for the Woodlawn School Demolition to BRB Contractors and removal of the underground storage tank was included within the contract; however, after removal it was determined that a hole existed in one of the tanks. Out of scope costs incurred were related to testing and removal of contaminated soil beneath the tank. All removal, remediation, and disposal have occurred in accordance with Township and PA DEP standards.
- Fiscal Impact/Source:** This change order will increase the contract by \$3,994.34.
- Alternatives:** None
- Attachments:** Change Order #2 and Cover Letter from Gilmore & Associates, Inc. dated 9/26/2022.
- Prepared by:** James J. Hersh, Township Engineer
- Committee Recommendation:** At the 9/19/2022 Community Development Committee meeting, the Committee recommended that the Board of Commissioners, at its October 3, 2022 meeting, approve the change order.

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GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

September 27, 2022

File No. 2021-11058

Matthew Candland, Township Manager
Upper Moreland Township
117 Park Avenue
Willow Grove, PA 19090

Reference: Woodlawn School Demolition
Change Order 2 (Testing, Soil Removal / Disposal beneath Underground Storage Tank #2)

Dear Mr. Candland:

Please find attached Change Order 2 for the above-referenced project. We recommend the contract with BRB Contractors be increased in the amount of \$3,994.34 to account for the testing, removal and disposal of contaminated soil encountered beneath UST #2.

The Change Order results in an increase in the contract amount by \$3,994.34 to a final contract amount of \$867,027.64. We recommend approval of this change order.

Please include this application on the Township Commissioner's agenda for consideration.

As always, please call us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'James J. Hersh', is written over a light blue horizontal line.

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

JJH/bms

Enclosures: as referenced

cc: Patrick Stasio, Director of Parks & Recreation

G GILMORE & ASSOCIATES, INC.
&A CHANGE ORDER #2 - CONTRACT ADJUSTMENT

CLIENT:
 Upper Moreland Township
PROJECT NAME:
 Woodlawn School Demolition
PROJECT NUMBER:
 2021-11058

CONTRACTOR:
 BRB Contractor's
 204 Airport Road
 Pottstown, PA 19464

DATE: 9/27/2022

CONTRACT SUMMARY

Original Contract Sum		\$812,033.30
Net Change by Previous Change Orders	\$	51,000.00
Net Change by Change Order #2	\$	3,994.34
Adjusted Contract Amount		\$867,027.64

Reason for Change:

To adjust the final contract amount by including additional soil testing, removal, and disposal necessary to remediate area beneath UST #2.

#	DESCRIPTION	ORIG. QTY	UNIT	UNIT PRICE	ADJUSTED QTY	TOTAL AMOUNT
2	Additional soil testing, removal, and disposal beneath UST #2	0	LS	\$3,994.34	1.0	\$ 3,994.34
TOTAL AMOUNT OF CHANGE ORDER #1						\$ 3,994.34

Accepted:

By: _____ Date: _____
 Contractor

Recommended:

By: _____ Date: _____
 Engineer

Approved:

By: _____ Date: _____
 Owner

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Montgomery County, Pennsylvania

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Township Treasurer

SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Public Health and Safety Committee - September 26, 2022 Regular Meeting – October 3, 2022

Agenda Item:	Amendment of Civil Service Rules
Recommended Action:	Approve the attached resolution, Resolution 2022-11, removing the requirement that a police applicant be actively enrolled in the police academy or have had graduated the police academy in the previous two years.
Background/Analysis:	There has been a significant reduction in police applicants over the three previous years. The recommended action of removing the requirement of a police applicant having their Act 120 (Municipal Police Officer Certification) would provide for a greater number of police applicants applying for employment with the Upper Moreland Township Police Department.
Fiscal Impact/Source:	Police Academy Tuition per cadet: \$6,560.00 – Police General Expenses Account # 1-410-240
Alternatives:	Explore grant funding to offset the academy tuition expense.
Attachments:	Resolution R-2022-35
Prepared By:	Chief Andy Block
Committee Recommendation:	At the September 28, 2022 meeting of the Public Health and Safety Committee, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

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**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION R-2022-35

A RESOLUTION BY THE UPPER MORELAND TOWNSHIP BOARD OF COMMISSIONERS ACCEPTING AND RATIFYING THE AMENDMENTS MADE TO THE UPPER MORELAND TOWNSHIP CIVIL SERVICE RULES BY THE UPPER MORELAND TOWNSHIP POLICE AND FIRE CIVIL SERVICE COMMISSION.

WHEREAS, Upper Moreland Township, is a duly organized First Class Township located in Montgomery County, Pennsylvania (the “Township”); and

WHEREAS, the Pennsylvania First Class Township Code (the “Code”) requires the Township to follow the civil service provisions of the Code which govern the creation of its Police and Fire Civil Services Commission (the “Civil Services Commission”), as well as the promulgation and amendment of its rules and regulations; and

WHEREAS, through prior resolutions, the Township has established civil service rules and regulations for the Police Department and the Fire Department (the “Civil Service Rules”); and

WHEREAS, the Civil Service Commission has reviewed and recommended updates to the Civil Service Rules regarding the Police Department through the passage of Civil Service Commission Resolution No. 2022-11, a true and correct copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the First Class Township Code requires the Upper Moreland Township Board of Commissioners to accept and ratify the amendments to the Civil Service Rules contained in Civil Service Commission Resolution No. 2022-11.

NOW, THEREFORE, BE IT RESOLVED, that the Upper Moreland Township Board of Commissioners does hereby accept and ratify the amendments to the Civil Service Rules contained in Civil Service Commission Resolution No. 2022-11.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 3rd day of October, 2022.

ATTEST:

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS**

Matthew H. Candland, Secretary

Clifton McFatridge, President

Resolution Number 2022-11

**RESOLUTION OF THE POLICE AND FIRE CIVIL SERVICE COMMISSION
OF UPPER MORELAND TOWNSHIP, MONTGOMERY COUNTY,
PENNSYLVANIA UPDATING THE UPPER MORELAND TOWNSHIP CIVIL
SERVICE RULES**

BE IT RESOLVED by the Police and Fire Civil Service Commission of Upper Moreland Township, County of Montgomery, Pennsylvania ("Commission"), pursuant to the First Class Township Code that:

WHEREAS, Upper Moreland Township has been duly organized and recognized as a First Class Township in Pennsylvania; and

WHEREAS, as a First Class Township, Upper Moreland Township is required to follow the civil service provisions of the First Class Township Code which govern the creation of its civil service commission, as well as the promulgation and amendment of its rules and regulations; and

WHEREAS, Section 630 of the First Class Township Code authorizes the Commission to prescribe and amend rules and regulations governing the appointment, promotion and removal of police officers and paid firefighter/EMTs within the Township's Police Department and Fire Department; and

WHEREAS, through prior resolutions, the Township has established civil service rules and regulations for the Police Department and the Fire Department (the "Civil Service Rules"); and

WHEREAS, the Commission is recommending an update of its Civil Service Rules;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Commission that the existing Township Civil Service Rules are hereby amended by replacing Section 3.6, A., General Qualifications – Applicants for Patrol Officer, with the following language:

A. **Police Department.** Every applicant for a Patrol Officer position in the Police Department: (1) must possess a diploma from an accredited high school or a graduate equivalency diploma (GED); (2) must be a United States citizen; (3) must be physically and mentally fit to perform the full duties of a police officer; (4) and must possess a valid motor vehicle operator's license at the time of application.

BE IT FURTHER RESOLVED that this amendment shall take effect immediately upon approval by the Upper Moreland Township Board of Commissioners.

The undersigned hereby certifies that the foregoing is a true and correct copy of the Resolution duly adopted by the Commission on the 10th day of August, 2022.

**UPPER MORELAND TOWNSHIP
CIVIL SERVICE COMMISSION**

BY:

Secretary

DATE:

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

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RANDALL K. SCHAIBLE

*Assistant Township Manager/
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SEAN P. KILKENNY, ESQ.

Township Solicitor

Upper Moreland Township Board of Commissioners Public Health and Safety Committee - September 26, 2022 Regular Meeting – October 3, 2022

- Agenda Item:** Pennsylvania Commission on Crime and Delinquency
Office of Justice Programs – Grant Opportunities.
- Recommended Action:** The Pennsylvania Commission on Crime and Delinquency (PCCD) has grant funding opportunities for law enforcement. Committee and Board of Commissioners approve to apply for grant opportunity.
- Background/Analysis:** The PCCD is accepting grant applications for five categories for Pennsylvania Law Enforcement Agencies;
1. Technology and information technology improvements.
 2. Hardware and software equipment cost.
 3. Non-sworn personnel costs.
 4. Non-reoccurring personnel costs for sworn officers/
 5. Policy development, evidenced-based practices and training.
- Fiscal Impact/Source:** None
- Alternatives:** N/A
- Attachments:** PCCD Office of Justice Programs – Information Sheet
- Prepared By:** Chief Andy Block
- Committee Recommendation:** At the September 28, 2022 meeting of the Public Health and Safety Committee, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

**PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY
Office of Justice Programs**

1. Overview:

The Pennsylvania Commission on Crime and Delinquency (PCCD) is now accepting applications for funding under the Local Law Enforcement (LLE) Support Grant Program. The LLE Support Grant Program was established within PCCD as part of Act 54 of 2022. The primary purpose of the grant program is to provide funding to local law enforcement agencies to implement information technology improvements, purchase or upgrade equipment, cover non-traditional law enforcement personnel costs, support retention and recruitment efforts, and provide necessary training and cover related expenses. Per the requirements of Act 54, PCCD is required to prioritize funding to areas with high rates of violent crime or low clearance rates.

The use of funding is limited to five categories (described in further detail below):

1. Technology and information technology improvements.
2. Hardware and software equipment.
3. Non-sworn personnel costs.
4. Non-reoccurring personnel costs for sworn officers.
5. Policy development, evidence-based practices and training.

The anticipated impacts resulting from this solicitation include:

- Reduction in violent crime rates
- Increase in clearance rates
- Increase in use of the National Incident Based Reporting system for law enforcement data collection
- Increase in the provision of necessary technology to assist law enforcement in reducing crime rates and increasing clearance rates
- Decrease in vacant sworn law enforcement positions

NOTE: PCCD currently has two other solicitations open that are relevant to law enforcement – the Violence Intervention & Prevention (VIP) Grant Program ([see SurveyMonkey application here](#)) and the Gun Violence Investigation and Prosecution (GVIP) Grant Program ([see Egrants solicitation here](#)). *Please ensure you apply under the most appropriate funding announcement for your project.*

2. Funding Availability:

A total of \$135 million in federal COVID Relief – American Rescue Plan Act (ARPA) was allocated through the FY22-23 state budget to support this initiative. Budgets cannot exceed the amounts listed below based on the 2020 census population of the municipality(s) that the applicant serves. Please see Appendix A for a listing of eligible applicants and the maximum award amount. Regional police department caps have been determined by the population of the entire area that they serve. County-based applicants should use the statutory maximum based on the county population as indicated in Appendix A. If your municipality or organization is not found in Appendix A, please contact ra-pccd-ocjsi@pa.gov.

Maximum Award Amount	
Municipality Size/Population	Max Award Amount
City of first class	\$ 25,000,000
City of second class	\$ 20,000,000

Municipality size greater than 55,000	\$	10,000,000
Municipality size between 18,000 - 55,000	\$	5,000,000
Municipality under 18,000	\$	1,000,000
Transit Agency or Campus Police	\$	5,000,000
Airport Police or County Park Police	\$	500,000

PCCD will have approval of all final budgets. After the competitive process is completed, successful applicants should expect PCCD staff to engage with them in finalizing budgets which could include the elimination or addition of budgeted items and could result in an increase or decrease to the amount requested in the grant application. Applicants must limit their proposed budget to the statutory maximum indicated in Appendix A.

As this LLE Support solicitation overlaps with other related solicitations (i.e., the Violence Intervention & Prevention (VIP) Grant Program and the Gun Violence Investigation and Prosecution (GVIP) Grant Program), PCCD staff and review teams may consider all applications collectively when determining award amounts under this solicitation. Per Act 54, priority consideration will be given to applicants in areas with high violent crime rates or low clearance rates.

Award letters will be available in Egrants after the applications are approved.

PCCD is not liable for costs incurred prior to the official start date of the award.

3. Project Dates:

Contingent upon the availability of funds, applications approved at the December 14, 2022 Commission meeting will be 24-month projects and have a start date of January 1, 2023 and an end date of December 31, 2024.

4. Eligible Applicants:

Eligibility of these funds is open to:

- **Local law enforcement agency**, defined by Act 54 as a public agency of a political subdivision having general police powers and charged with making arrests in connection with the enforcement of the criminal or traffic laws;
- **Campus police or university police** as used in section 2416 of the act of April 9, 1929 (P.L.177, No.175), known as The Administrative Code of 1929, certified by the Office of Attorney General as a criminal justice agency under the definition of "criminal justice agency" in 18 Pa.C.S. § 9102 (relating to definitions);
- **Railroad or street railway police** departments formed with officers commissioned under 22 Pa.C.S. Ch. 33 (relating to railroad and street railway police) or any prior statute providing for the commissioning;
- **Airport authority police** departments, including the Harrisburg International Airport Police; and
- **County park police** under section 2511(b) of the County Code.

Applicants must be in good standing with PCCD to be eligible for these funds.¹ Applicants must also be in compliance with Section 504 of the Uniform Crime Reporting Act, which requires that to be eligible for PCCD funding, law enforcement agencies must submit

¹ This may include, but is not limited to, compliance with PCCD program and fiscal reporting requirements, State and Federal funding guidelines, and acceptable risk rating as determined by PCCD. Applicants do not need a prior funding history with PCCD to be eligible.

monthly crime statistics to the Pennsylvania State Police. The applicant and recipient agencies' historical success in implementing PCCD-funded programs/initiatives that met their intended goals will be considered in the review process.

Applicants are not required to have a prior funding history with PCCD to be eligible.

5. Eligible Program Activities and Expenses:

Funds for the proposed program may be used to support the eligible program activities and expenses below. Applicants may make application under one or multiple categories.

- A. To purchase and upgrade technology and information technology improvements including, but not limited to:
 - Record management systems
 - Report management systems
 - National Incident-based reporting system updates
- B. To purchase and upgrade hardware and software equipment, including, but not limited to:
 - Body-worn cameras
 - Vehicle cameras
 - Mobile information technology equipment
- C. To support non-sworn personnel costs, including, but not limited to:
 - Civilian personnel
 - Co-responder models
 - Crisis intervention specialists
 - Civilian community relations specialists
- D. To support non-reoccurring personnel costs for sworn officers, including, but not limited to:
 - Officer wellness programs
 - Programs that support increased diversity
 - Retention and recruitment programs
- E. To support policy development, evidence-based practices and training, including, but not limited to:
 - Crisis intervention training
 - Use of force training
 - Implicit bias training
 - De-escalation training
 - Associated costs related to training

All expenses must be described in the Justification box located in the Egrants Budget Detail section. PCCD has approval of all final budgets.

Additionally, as contained in Act 22 of 2017, PCCD is authorized to condition funding or grants related to the implementation, use, maintenance, or storage of Body Worn Cameras (BWCs) or recordings from BWCs. All BWC initiatives awarded will be conditioned upon protocols, guidelines, or written policies being substantially compliant with PCCD's BWC Policy Recommendations. Applicants should include their BWC policy in the "Required Attachments" section of Egrants.

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

117 Park Avenue, Willow Grove, PA 19090-3215

Telephone (215) 659-3100 / Fax (215) 659-7363

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Upper Moreland Township Board of Commissioners Public Health & Safety Committee – September 26, 2022 Regular Meeting - October 3, 2022

Agenda Item:	Fire Lane Designations
Recommended Action:	Approve the attached Fire Lane Resolution
Background/Analysis:	Home Depot has been open for several years and there was never an official passage of a resolution creating the fire lanes for enforcement. Wal-Mart access road is partially a fire lane and tractor trailers have been overnight parking blocking the adjacent area restricting fire department operations.
Fiscal Impact/Source:	None
Alternatives:	None
Attachments:	Resolution R-2022-36
Prepared by:	Chief Edward R. Glassman
Committee Recommendation:	At the September 26, 2022 meeting of the Public Health and Safety Committee, the Committee recommends the Board of Commissioner take action at their October 3, 2022 Regular Meeting.

**UPPER MORELAND TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. R-2022-36

A RESOLUTION ESTABLISHING CERTAIN FIRE ZONES WITHIN THE TOWNSHIP AND AUTHORIZING THE ERECTION OF “NO PARKING IN FIRE ZONES” SIGNAGE WITHIN THE DESIGNATED FIRE ZONES

WHEREAS, Upper Moreland Township is located in Montgomery County, Pennsylvania (the “Township”); and

WHEREAS, the Upper Moreland Township Code of Ordinances, Chapter 153, Article III, codifies regulations concerning fire zones within the Township; and

WHEREAS, The Upper Moreland Township Code of Ordinances, Chapter 153, Article III, Section 153-8, vests the Township Fire Marshal with the power to restrict and regulate the parking of motor vehicles in areas adjacent to commercial buildings, multiple-dwelling buildings and other buildings open to the public where such restriction and regulation is necessary in order to provide adequate ingress, egress and operation of fire equipment and other emergency vehicles by designation of said areas as “fire zones”; and

WHEREAS, The Upper Moreland Township Code of Ordinances, Chapter 153, Article III, Section 153-9, prohibits any person from parking or leaving unattended any motor vehicle in an area designated a fire zone when an official sign designating such zone is erected; and

WHEREAS, the Fire Marshal of Upper Moreland Township has identified several areas adjacent to commercial buildings, multiple-dwelling buildings and other buildings open to the public within in the Township which necessitate designation as “fire zones” in order to facilitate adequate ingress, egress and operation of fire equipment and other emergency vehicles.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Upper Moreland Township hereby authorizes the permanent designation of the following locations as “fire zones” within the Township, a true and correct copy of maps of the locations identified are attached hereto to this Resolution, and incorporated herein:

Exhibit A: Walmart Store, 2101 Blair Mill Road

Exhibit B: Home Depot, 2250 Easton Road

BE IT FURTHER RESOLVED, that the Board of Commissioners of Upper Moreland Township hereby authorizes and directs its employees, agents and representatives to take all such further actions and to execute and deliver all such instruments and other documents as may be necessary or appropriate to enable the Township to carry out the intents and purposes of the foregoing resolutions and transactions contemplated thereby, including, but not limited to, the erection of “No Parking in Fire Zone” signage.

DULY PRESENTED AND ADOPTED by the Board of Commissioners of Upper Moreland Township, Montgomery County, Pennsylvania, this 12th day of September, 2022.

Attest:

**UPPER MORELAND TOWNSHIP
BOARD OF COMMISSIONERS**

Matthew H. Candland, Secretary

Clifton McFatridge, President

EXHIBIT

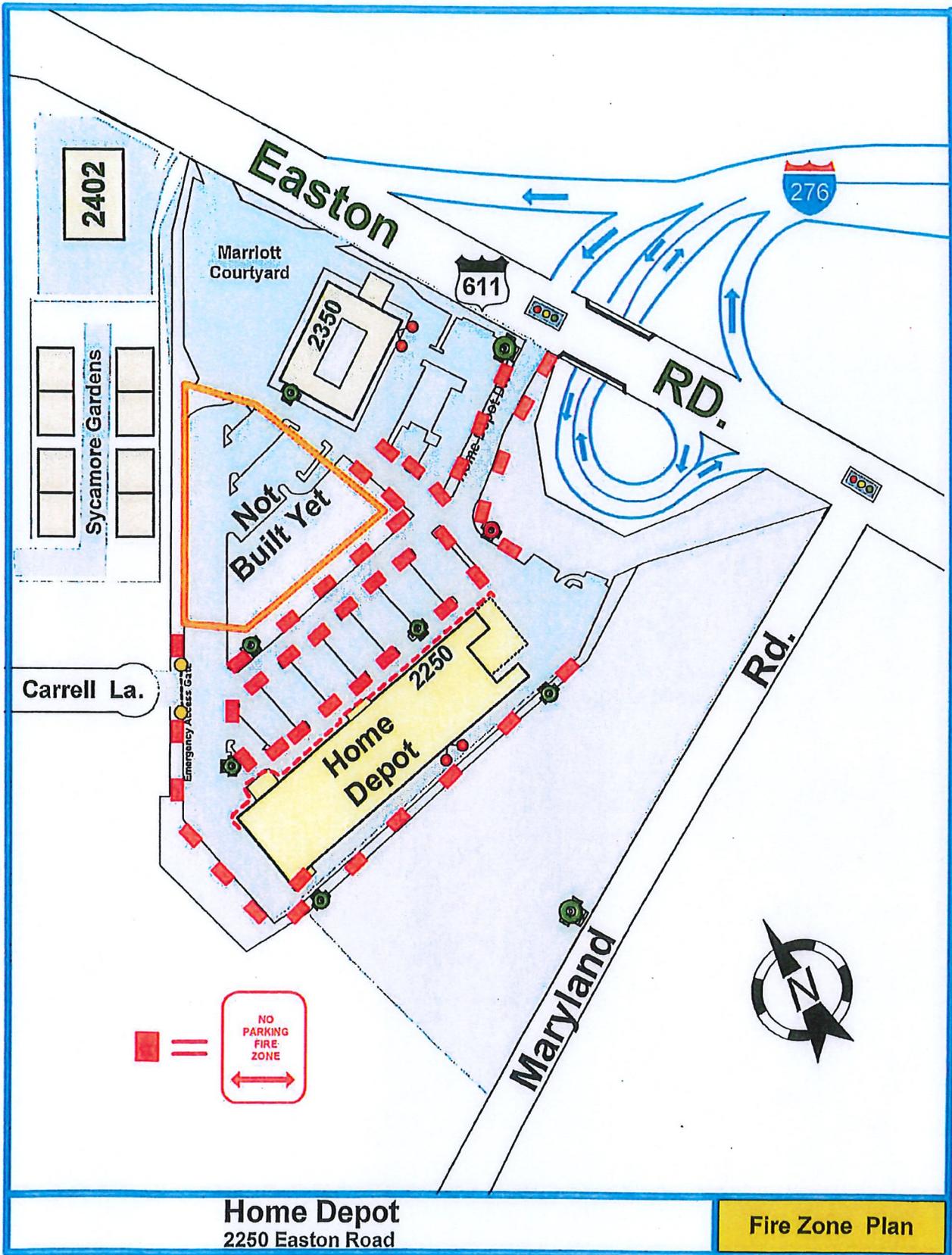
A



EXHIBIT A

EXHIBIT

B



Home Depot
2250 Easton Road

Fire Zone Plan

EXHIBIT B

TOWNSHIP of UPPER MORELAND

Montgomery County, Pennsylvania

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Upper Moreland Township Board of Commissioners Parks and Recreation Committee Meeting - September 26, 2022 Regular Meeting – October 3, 2022

Agenda Item: UM Historical Commission Request at Farmstead Park

Recommend Action: Approve the request from the Historical Commission

Background/Analysis: The Historical Commission proposed to hold an event at Farmstead Park on Saturday, October, 22 (times TBA) for less than 50 people. At the September 26, 2022 Parks and Recreation Committee meeting, Susan Worth-LaManna, President, requested to have an open fire and permit alcohol on site for the activity although there would be no alcohol sales.

There was a question during the committee meeting about our insurance carrier, DVIT, and their position on this event. Pat Stasio contacted DVIT, their response was as follows:

“While coverage for host liquor liability is included in the DVPLT coverage program, DVPLT expects its members to thoughtfully manage and control the risks that come with serving or furnishing of alcoholic beverages.”

“If there is a compelling need to have alcohol at the event then we would recommend that the Historical Commission contract with a catering firm that is licensed in PA to serve alcohol.”

Fiscal Impact/Sources: N/A

Alternatives: N/A

Attachments: N/A

Prepared by: Patrick Stasio, Director of Parks and Recreation

Committee Recommendation:

At the September 26, 2022 Parks and Recreation Committee meeting, the Committee recommended that the Board of Commissioner approve the request, however, the Committee also directed Pat Stasio to speak with DVIT and receive their input.