

Regular Meeting
Agenda
Monday, May 18, 2015

1. Call Meeting to Order/Roll Call
2. Pledge of Allegiance
3. Open Meeting to the Public
4. Approval of the April 20, 2015 Regular Meeting Minutes
5. Solicitor's Report – Frank R. Bartle, Esquire
 - a) Ordinance 384 – An Ordinance authorizing the issuance of a tax exempt note in the principal amount of \$2,650,000.00;
 - b) Resolution 15-10-18-05: A Resolution Accepting the Dedication of the Green Hill Road and Rising Sun Road Rights-of-Way located in Franconia Township and offered for dedication through the Gotwals Lot Line Adjustment (#03-15)
 - c) Resolution 15-11-18-05: A Resolution Accepting the Dedication of the Harleysville Pike (Route 113) and Maple Avenue Rights-of Way located in Franconia Township and offered for dedication through the 840 Harleysville Pike Land Development Plan (#01-14)
6. Police Report – Chief Joseph S. Kozeniewski
7. Zoning Report – Jamie P. Worman
8. Highway Report – Paul R. Nice
9. Engineering Report – Cindy L. VanHise, P.E.
10. Motion for Approval of Treasurer's Report and authorization for Treasurer to pay all bills for the respective funds as presented on Voucher No. 15-18-05 dated May 18, 2015 in the amount of \$
11. Payroll

Motion for the Treasurer to be authorized to pay all employees during the pay period of May 18, 2015 through June 19, 2015 according to the hours worked as listed on the Payroll Journal for the aforesaid period.
12. Subdivision and Land Development

- a) Resolution No. 15-12-18-05- A Resolution granting Conditional Preliminary/Final Approval to the 674 Souder Road Land Development (#02-15)- Souder Road

- 13. The Franconia Township Planning Commission will hold a Regular Meeting on Monday, June 1, 2015 at 7:00 p.m. at the Franconia Township Municipal Building, 671 Allentown Road, Franconia, Pennsylvania 18969

- 14. The next Regular Board of Supervisors meeting will be held at 7:00 p.m. on Monday, June 15, 2015 at the Franconia Township Municipal Building, 671 Allentown Road, Franconia, Pennsylvania 18969. The Board of Supervisors Work Sessions will be held on Wednesday, June 10, 2015 at 4:00 p.m. and Monday, June 15, 2015 at 5:00 p.m. at the same location.

- 15. Motion to Adjourn

FRANCONIA TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 382 2015-__

A ORDINANCE AUTHORIZING THE ISSUANCE OF A TAX-EXEMPT NOTE IN THE PRINCIPAL AMOUNT OF TWO MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$2,650,000.00); PROVIDING FOR THE DATE, INTEREST RATE, MATURITY DATE AND PLACE OF PAYMENT IN RESPECT TO THE NOTE; ACCEPTING THE PROPOSAL OF UNIVEST BANK AND TRUST CO. FOR THE PURCHASE OF THE NOTE; AUTHORIZING THE PROPER OFFICERS TO EXECUTE AND DELIVER THE NOTE; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE PROCEEDINGS WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AND SETTING FORTH THE FORM OF NOTE.

WHEREAS, Franconia Township, Montgomery County, Pennsylvania (“Township” or “Local Government Unit”) has determined to undertake a certain project (the “Project”) consisting of: (i) the current refunding of the Township’s General Obligation Note, Series of 2011 (the “Refunded Note”) (the “Refunding Project”); financing certain capital projects of the Township (the “Capital Project”) including without limitation, improvements to the police and administration buildings and the acquisition of police equipment, financial software and public works vehicles; and (iii) financing the costs and expenses of issuing the Note (as defined below); and

WHEREAS, the Township has determined to finance the Project by incurring indebtedness and issuing its \$2,650,000.00 principal amount General Obligation Note, Series of 2015 (the “Note”) in accordance with the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the “Act”), the proceeds of which shall be used for the purpose of financing the Project; and

WHEREAS, the Township has determined that it has received an acceptable proposal (the “Proposal”) for the purchase of the Note from Uninvest Bank and Trust Co. (“Uninvest”) and desires to authorize the issuance of the Note for the purposes set forth herein, upon the terms and conditions and in the form as herein provided;

NOW, THEREFORE, BE IT ENACTED, by Board of Supervisors (“Board of Supervisors”) of Franconia Township, Montgomery County, Pennsylvania, as follows:

SECTION 1. Authorization of Issuance of Note and Approval of Capital Project. The Township hereby approves the Project described in the recitals hereto and authorizes the incurring of indebtedness pursuant to the Act by the issuance of the Note in the principal amount of TWO MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$2,650,000.00) for the purpose of providing funds for and toward the costs of the Project. The Refunding Project is being undertaken by the Township for the purpose of reducing the debt service that would otherwise be payable on the Refunded Note, in compliance with Section 8241(b)(1) of the Act. The Note is to be sold and delivered as hereinafter provided.

SECTION 2. Useful Lives.

(a) The realistic estimated useful lives of the projects financed with the proceeds of the Refunded Note were determined at the times of issuance of the Refunded Note and the obligations refinanced with the proceeds thereof. An aggregate principal amount of the Note equal to the costs of the projects financed or refinanced with the proceeds of the Refunded Note shall mature prior to the end of the useful lives of the capital projects financed or refinanced with the proceeds of the Refunded Note.

(b) The average estimated useful life of the projects financed with the proceeds of the Refunded Note extends beyond the last maturity of the Bonds.

(c) It is hereby determined and declared that an aggregate principal amount of the Note equal to the costs of the individual capital projects comprising the Capital Project shall mature prior to the end of the useful lives of the applicable individual capital projects comprising the Capital Project and that the Township has obtained realistic estimates of the costs of such projects through bid prices or estimates from qualified persons as required by Section 8006 of the Act.

(d) It is hereby determined that the Note is scheduled to mature in accordance with the limitations set forth in Section 8142 of the Act.

(e) The Township reserves the right to undertake the individual components of the Capital Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Note and other available moneys to the final costs of the Capital Project in such amounts and order of priority as it shall determine, but the proceeds of the Note shall be used solely to pay the "costs", as defined in the Act, of the Capital Project, or, upon appropriate amendments to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness. The Township hereby further reserves the right to modify the scope of the Capital Project by deleting, adding or modifying components.

SECTION 3. Non-Electoral Debt. All of the debt to be incurred upon issuance of the Township's Note shall be incurred as non-electoral debt.

SECTION 4. Execution of Debt Statement and Note and Filing of Debt Proceedings. The Chairman and Secretary of Board of Supervisors or the Vice Chairman or Assistant Secretary, in the absence of the Chairman or Secretary, respectively, or any duly appointed

successors, as the case may be, are hereby directed to prepare and certify and to file the debt statement required by Section 8110 of the Act, to execute and deliver the Note evidencing the debt to be incurred to the purchaser thereof, and to prepare and certify all filings required pursuant to Section 8111 of the Act, pertaining to submission to the Pennsylvania Department of Community and Economic Development (the “Department”), of the transcript of the proceedings, which shall include certified copies of this Ordinance, proofs of proper publication, the accepted proposal for the purchase of the Note and such other documents as may be necessary in connection with the same and to take all such further action and to execute and deliver such other documents as may be necessary or appropriate to comply with all requirements of the Act or to carry out the intent and purposes of this Ordinance.

SECTION 5. Terms and Form of Note. The Note when issued shall be a general obligation note issued in fully registered form. The Note shall be issued in the principal amount of \$2,650,000.00, shall be dated on or about June 15, 2015, and shall bear interest and mature as set forth in the form of Note attached hereto as Schedule A and made a part hereof. The Note shall be payable at the place and in the manner and shall be substantially in the form attached hereto as Schedule A and made a part hereof.

SECTION 6. Appointment of Paying Agent and Sinking Fund Depository. Univest is hereby appointed to serve as paying agent, note registrar and sinking fund depository for the Note and the Chairman and Secretary of Board of Supervisors, or the Vice Chairman or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successor, as the case may be, are directed to contract with Univest to obtain its services in the aforementioned capacities. The Township shall cause to be kept, and Univest is hereby directed to keep books for the registration, exchange and transfer of the Note in the manner provided herein and therein so long as the Note shall remain outstanding. Univest is hereby directed to make such registrations, exchanges and transfers without charge to noteholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 7. Establishment of Sinking Fund. The Township covenants to establish, and there is hereby established, a sinking fund (the “Sinking Fund”) for the payment of the Note with Univest. The Township Treasurer shall pay the amounts required pursuant to the covenants contained herein into the Sinking Fund which shall be maintained until such Note is paid in full. Sums sufficient to meet the requirements of the semi-annual interest payments and scheduled maturities shall be deposited into the Sinking Fund not later than the date when interest and/or principal is to become due on the Note. The funds in the Sinking Fund shall be subject to withdrawal by Univest only to pay the principal of and interest on the Note as the same becomes due and payable in accordance with the terms thereof. The Township hereby covenants that such monies, to the extent required, will be applied to such purpose. The principal of and interest on the Note shall be payable in lawful money of the United States of America at the designated corporate trust offices of Univest.

SECTION 8. Covenant to Pay Note. The Township covenants that, to the fullest extent authorized under law:

- a. The amount of the debt service with respect to the Note payable in each fiscal year shall be included in the Township budget for that year;
- b. The Township shall appropriate such amounts from its general revenues necessary for the payment of such debt service;
- c. It shall duly and punctually pay, or cause to be paid from its sinking fund or any other of its revenues or funds, the principal of and interest due upon the Note, to the extent of its obligation, on the dates, at the places and in the manner stated in the Note, according to the true intent and meaning thereof; and
- d. For such payment, budgeting and appropriation the Township herewith irrevocably pledges its full faith, credit and taxing power.

The covenant contained in this Section shall be specifically enforceable.

SECTION 9. Sale of Note. In compliance with Section 8161 of the Act, Board of Supervisors hereby determines that a private sale by negotiation is in the best financial interest of the Township. The Note shall be sold at private sale by negotiation upon receipt of acceptable proposal for the purchase thereof, which proposal shall be in compliance with the provisions of the Act.

SECTION 10. Acceptance of Proposal for Purchase of Note. The proposal of Univest for the purchase of the Note presented to Board of Supervisors at a public meeting on the date of this Ordinance, such proposal being in conformity with the requirements of the Act and of Section 9 of this Ordinance, is hereby accepted, and the Note is hereby awarded to Univest at a price of \$2,650,000.00, representing the principal amount of the Note, as set forth in the Proposal. The Chairman or Vice Chairman and Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose) of Board of Supervisors are hereby authorized and directed to notify Univest of such action, to execute the acceptance of the Proposal on a duplicate original thereof and to deliver the same to Univest. A copy of the Proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and all of such documents are hereby incorporated herein by reference. The officers of the Township are hereby authorized to deliver the Note to Univest upon receipt of the principal amount thereof and upon compliance with all of the conditions precedent to such delivery required by the Act, the Ordinance and the Proposal.

SECTION 11. Execution, Authentication and Delivery of Note. The Note, when issued, shall be executed either manually or by facsimile by the Chairman or Vice Chairman of Board of Supervisors and shall have the corporate seal or facsimile thereof of the Township affixed thereto and be duly attested by the Secretary or Assistant Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) of Board of Supervisors. The Note shall be authenticated by the manual signature of Univest. Furthermore, the Chairman or Vice Chairman and Secretary

(or any acting Secretary or Assistant Secretary appointed for such purpose) are authorized and directed to deliver the Note, but only after the Department has certified its approval pursuant to Section 8204 of the Act, and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance, sale and delivery of the Note, all in accordance with this Ordinance and the Act and/or the Proposal.

SECTION 12. Redemption Provisions. The Note shall be subject to prepayment by the Township at any time without penalty or restriction, as further set forth in the form of the Note attached hereto as Schedule A and made a part hereof.

SECTION 13. Limitation on Indebtedness. It is declared that the debt to be incurred hereby, together with any other indebtedness of this Local Government Unit, is not in excess of any limitation imposed by the Act upon the incurring of debt by the Township.

SECTION 14. Federal Tax Covenants. The Township hereby covenants with the holders from time to time of the Note that it will at all times do and perform all actions and things within its power which are necessary or desirable in order to assure that interest paid on the Note will, for purposes of federal income taxation, be and remain excludable from the gross income of the recipients thereof and that it will refrain from doing or performing any act or thing that would cause such interest not to be so excludable and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”). The Township further covenants with the holders from time to time of the Note that it will make no investment or other use of the proceeds of the Note, which, if such investment or use had been reasonably expected on the date of issuance of the Note, would cause the Note to be “arbitrage bond(s)” within the meaning of Section 148 of the Code, and the regulations applicable thereto and that this covenant shall extend throughout the term of the Note and shall apply to all amounts which are proceeds of the Note for purposes of said section and regulations. Neither the Treasurer nor any other official or agent of the Township shall make any investment inconsistent with the foregoing covenant. The Treasurer and all other Township officials responsible for investment shall follow the advice or direction of Note Counsel for the Township (the “Note Counsel”) as to investments, which may be made in compliance with this covenant. The appropriate officers of the Township are hereby authorized to execute a tax compliance agreement (the “Tax Compliance Agreement”) to carry out the foregoing covenants. The Tax Compliance Agreement shall be substantially in the form acceptable to Note Counsel, with such changes as may be approved by the officer executing the Tax Compliance Agreement, upon the advice of Note Counsel, such approval to be conclusively evidenced by such officer’s execution of the Tax Compliance Agreement. If required under the Tax Compliance Agreement, there shall be established a “note rebate fund,” which shall be held and maintained by the Township in accordance with the Tax Compliance Agreement, separate and apart from other funds of the Township. The foregoing tax covenants in this Section 14 may be excused or modified if, and to the extent that, the Township receives an opinion of nationally recognized Note Counsel that such absence of compliance will not adversely affect the exemption from federal income taxation of interest on the Note.

SECTION 15. Qualified Tax-Exempt Obligations. In accordance with the Code, the Township hereby represents and warrants, after due investigation and to the best of its

knowledge, that: (i) the Note is not “private activity bonds” within the meaning of Section 141 of the Code, and (ii) the aggregate face amount of “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the Township (and all other issuers which must be aggregated with the Township pursuant to the Code) during the 2015 calendar year (including the Note, but excluding current refunding obligations not required to be taken into account for purposes of that Section of the Code and further excluding those bonds “deemed designated” under the Code), is not reasonably expected to exceed \$10,000,000. The Township hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code. The Township hereby authorizes the proper officers of the Township to execute a certificate to that effect at the time of the closing.

SECTION 17. Refunding of Refunded Note. The proper officers of the Township, with respect to the refunding of the Refunded Note, are hereby authorized and directed to contract with the paying agent for the Refunded Note (the “Refunded Note Paying Agent”), as the true and lawful attorney and agent of the Township to effect the redemption and payment, including payment of interest, of the Refunded Note as of such date as may be approved by the Chairman or Vice Chairman of the Township with the advice of the Township Solicitor and Bond Counsel. The Township gives and grants the Refunded Note Paying Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the Township might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue thereof.

Subject only to completion of delivery of, and settlement for, the Note, the Township hereby calls for redemption and payment of the Refunded Note as of such date as may be approved by the Chairman or Vice Chairman of the Township with the advice of the Township Solicitor and Bond Counsel. The Chairman and Vice Chairman and Secretary or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successors, as the case may be, are hereby authorized to execute any agreements or documents deemed appropriate concerning the same.

SECTION 18. Application of Note Proceeds. The purchase price of the Note and any accrued interest payable shall be paid to Univest on behalf of the Township. In addition, the Township shall make such additional deposits of cash from the funds of the Township as shall be necessary to cover all of the remaining issuance costs, if any, of the Note. Upon receipt of such funds, Univest shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall transfer to the Refunded Note Paying Agent the sums required to effect the Refunding Project and shall then pay the issuance costs on behalf of the Township. The final amounts of the issuance costs shall be set forth in such instructions, the execution and delivery of which on behalf of the Township shall constitute the approval of such costs. From the settlement account, Univest shall make the deposits and disbursements set forth on the Closing Statement executed by the officers of the Township, including payment of the issuance costs on behalf of the Township upon presentation of proper invoices therefor, and shall deposit the remaining proceeds of the Note with the Township upon receipt of appropriate draw requests for the Capital Project.

SECTION 19. Further Actions. The Chairman and Vice Chairman and Secretary or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successors, as the case may be, in the name of and on behalf of the Township are hereby authorized to execute any agreements, instruments or documents and to do or cause to be done any and all acts and things deemed necessary or appropriate for the carrying out of the purposes of this Ordinance and to comply with the Act.

SECTION 20. Severability. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the Township that such remainder shall be and shall remain in full force and effect.

SECTION 21. Repealer. All prior Ordinances or parts thereof inconsistent herewith, are hereby repealed.

SECTION 22. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Act.

(signature page to follow)

ENACTED AND ORDAINED this 18th day of May, 2015.

FRANCONIA TOWNSHIP

Attest: _____ BY: _____
Jon A. Hammer Grey R. Godshall
Board Secretary Board Chairman

SCHEDULE A

FORM NOTE

PROPOSAL

CERTIFICATE

I, the undersigned, Secretary of Board of Supervisors of Franconia Township, Montgomery County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of an Ordinance that was duly enacted by affirmative vote of a majority of all members of Board of Supervisors of the Township at a meeting duly held on the 18th of May, 2015, said Ordinance has been duly recorded in the minute book of Board of Supervisors of the Township; a notice with respect to the intent to enact said Ordinance has been published as required by law; said Ordinance was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Ordinance has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that Board of Supervisors of the Township met the advance notice requirements of Act No. 175 of the General Assembly of the Commonwealth of Pennsylvania, approved July 19, 1974, as amended, by advertising the time and place of said meeting and by posting prominently a notice of said meeting at the public building in which said meeting was held.

I further certify that: the total number of members of Board of Supervisors of the Township is five (5); the vote of members of Board of Supervisors of the Township upon said Ordinance was called and duly was recorded upon the minutes of said meeting; and members of Board of Supervisors of the Township voted upon said Ordinance in the following manner:

<u>Name</u>	<u>Vote</u>
Grey R. Godshall	
David B. Fazio	
Robert H. Nice	
Curtis N. Kratz	
Steven P. Barndt	

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township this 18th day of May, 2015.

FRANCONIA TOWNSHIP

(SEAL)

BY: _____
Jon A. Hammer
Secretary of Board of Supervisors

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY
FRANCONIA TOWNSHIP

GENERAL OBLIGATION NOTE,
SERIES OF 2015

\$2,650,000.00

Dated: _____, 2015

FRANCONIA TOWNSHIP, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA (the "Township"), a Township existing under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to Uninvest Bank and Trust Co. (the "Purchaser"), or registered assigns, the sum of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00) or such lesser particular sum as shall represent the unpaid balance of such principal sum, on the terms and conditions set forth below.

Interest shall initially be due and payable on this Note at a fixed rate of 2.75% per annum, payable on the unpaid balance of this Note, until June 30, 2022. On June 30, 2022, June 30, 2027 and June 30, 2032, the interest rate shall be adjusted monthly to a rate equal to sixty-seven percent (67%) of the Purchaser's then current Prime Rate plus eighty-five basis points, subject to a maximum rate of ____% per annum. "Prime Rate" means the interest rate designated by the management of the Purchaser as its "Prime Rate", from time to time. The Prime Rate does not necessarily reflect the lowest interest rate offered by the Purchaser to its customers. Interest shall be computed on the basis of a year of three hundred sixty (360) days and the actual number of days elapsed.

Accrued interest on this Note shall be payable monthly, beginning July 30, 2015 and on the 30th day of each month thereafter (and on February 28 with respect to any payments due in February). Principal on this Note shall be payable annually during the term of the Note on June 30 of each year, beginning on June 30, 2016, in the amounts set forth on Exhibit "A" attached hereto. On June 30, 2035, all principal, accrued, unpaid interest and other amounts evidenced by this Note shall be due and payable in full, without notice or demand.

The interest rate set under this Note is based on the assumption that the interest income from this Note is exempt from federal income tax and that the interest expense that is deductible on loans and deposits incurred to provide funds used by Purchaser in funding the loan evidenced by this Note is limited to eighty (80%) percent. If the tax exempt status of either this Note's interest or the interest expense limitation is changed following a Determination of Taxability, the Purchaser, at its discretion, may (1) retroactively increase the interest rate on this Note to floating rate equal to the Purchaser's Prime Rate plus eighty-five (85) basis points, and/or (2) require the Township to pay to the Purchaser any interest, penalties, and other late payment charges incurred by Purchaser under this Note as a result of the change to the this Note's tax exempt or tax deduction status. If Purchaser chooses to adjust preliminarily the interest rate on this Note based on a

Determination of Taxability, Township shall make the increased interest payments hereunder corresponding to such a change in interest rate on this Note; provided, however, if such preliminary adjustment does not result in a final adjustment to the interest rate, the Purchaser hereby agrees to reimburse Township for any increased interest payments made as a result of the preliminary adjustment of the interest rate. In the event of any changes to the interest rate pursuant to this paragraph, the monthly installment payments shall be changed to reflect the new interest rate.

“Determination of Taxability” shall mean: (i) the receipt by Purchaser of notice of the enactment of legislation or the adoption of final regulations or a final decision, ruling or technical advice by any federal judicial or administrative authority which, in the opinion of registered bond counsel, has the effect of (A) requiring interest on this Note to be included in the gross income of Purchaser for Pennsylvania or federal income tax purposes; or (B) altering the deductibility of interest by Purchaser pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) in connection with the funding of the loan evidenced by this Note; or (ii) the receipt by Purchaser of an opinion of registered bond counsel to the effect that (A) interest on this Note is to be included in the gross income of Purchaser for Pennsylvania or federal income tax purposes or (B) the ability of Purchaser to deduct interest pursuant to Section 265(b)(3) of the Code in connection with the funding of the loan evidenced by this Note has been altered; provided that, no decision by any court or decision, ruling or technical advice by any administrative authority shall be considered final: (a) unless Purchaser, if involved in the proceeding or action giving rise to such decision, ruling or technical advice, (1) gives Township prompt notice of the commencement thereof and (2) offers Township the opportunity to control the contest thereof, provided Township shall have agreed to bear all expenses in connection therewith and to indemnify Purchaser against all liabilities in connection therewith; and (b) until the expiration of all periods for judicial review or appeal. Purchaser may, but shall have no obligation to, appeal any assertion or decision that any interest on the Note is taxable.

In the event any of the aforesaid payments of principal and interest in whole or in part are fifteen (15) days beyond their due date, Township shall pay Purchaser a "late charge" of equal to \$500.00 or five percent (5.00%) of the amount due on the due date, whichever is less, to cover the extra expense involved in handling delinquent payments.

Any payments not made as and when due shall bear interest from the date due until paid at the Default Rate, in Purchaser's discretion. “Default Rate” means a rate equal to the lesser of (a) the rate of interest provided under this plus two percent (2%) per annum or (b) the highest rate of interest allowed by law. In addition, if the Township shall fail to pay or cause to be paid any sum required to be paid under the terms of this Note, or if Township shall fail to perform or cause to be performed any other provision hereof, then the balance of the debt evidenced by this Note, with all arrearages of interest thereon, shall, at the option of Purchaser, become due and payable immediately without notice to Township, and execution or suit may issue immediately for the collection of the same, together with the costs of suit and attorneys' fees.

If the due date for payment of interest on or principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day

which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to remain closed with the same force and effect as if made on the due date for payment of principal or interest and no interest shall accrue thereon for any period after such due date.

The principal amount of this Note shall be subject to prepayment prior to maturity, at the option of the Township as a whole or, from time to time, in part, on any date, upon payment of the principal amount to be redeemed together with accrued interest thereon to the date fixed for prepayment and without any premium or penalty. Any partial prepayment of principal may be credited against such stated installments of principal on the Note as the Township may designate in writing to the Purchaser at the time of prepayment; otherwise a partial prepayment shall be applied against the principal installments last, by date, due and payable.

Both principal and interest are payable in such coin or currency as on the respective date of payment thereof and shall be legal tender for the payment of public and private debts, at the office of Univest Bank and Trust Co., the paying agent, located in Souderton, Pennsylvania.

This General Obligation Note, Series of 2015 (the "Note") is issued under and pursuant to provisions of the Ordinance enacted by the Board of Supervisors of the Township on May 18, 2015 (the "Ordinance"), which shall be a contract between the Township and the registered owner, from time to time, of this Note. This Note is authorized to be issued under the Local Government Unit Debt Act of the Commonwealth, as reenacted and amended (the "Act"), without the assent of electors, and pursuant to the Ordinance. This Note shall be issued in the principal amount of \$2,650,000.00 and is subject to, and is entitled to the benefit of, the provisions of the Ordinance. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

The Township has covenanted in the Ordinance, and does hereby covenant to and with the registered owner(s) hereof, that it (i) shall include the amount of the debt service for this Note, for each fiscal year of the Township in which such amounts are payable, in its budget for that fiscal year, (ii) that it shall appropriate such amounts from its general revenues for the payment of such debt service in each such fiscal year, and (iii) that it shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal amount of this Note and the interest due thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof and for such budgeting, appropriation and payment the Township has pledged, irrevocably, its full-faith, credit and taxing power.

In the Ordinance, the Township has covenanted to and with registered owners of this Note that it will make no use of the proceeds of this Note, or do or suffer any other action, which, if such use or action had been reasonably expected on the date of issuance of the Note, would cause this Note to be an "arbitrage bond" or a "private activity bond" as such terms are defined in Section 148 and 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder. The Township has further covenanted that it will comply with the requirements of such Section 148 and 141 and with the regulations thereunder throughout the term of this Note.

ADVANCE OF LOAN PROCEEDS: Proceeds of this Note shall be advanced upon the request of the Township and submission to the Purchaser of documentation acceptable to the Purchaser in its sole discretion through and including March 31, 2016, or over such longer period as the Purchaser, in its sole discretion, shall permit.

MISCELLANEOUS PROVISIONS.

The Note does not pledge the credit or taxing power of the Commonwealth; nor shall this Note be deemed an obligation of the Commonwealth; nor shall the Commonwealth be liable for payment of the principal of or interest on this Note.

The Purchaser shall have the right to exercise the remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

This Note has been designated in the Ordinance by the Township, or is “deemed designated,” as a “qualified tax-exempt obligation,” within the meaning of Section 265(b)(3)(B) of the Code.

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

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

The Township shall be in default hereunder upon the occurrence of any of the following events:

(a) The nonpayment when due of any amount payable hereunder; or

(b) The failure of the Township to observe or perform any other obligation hereunder, and the failure of the Township to cure such event within ten (10) business days after written notice to the Township from the Purchaser (or if such event is of a nature that cannot be cured within such period, such longer period as may be reasonably necessary to cure such event, provided the Township pursues the same thereafter in good faith and with due diligence).

Whenever the Township shall be in default for any of the reasons as set forth hereinabove, and, if applicable, the cure period after notice has expired (unless the Purchaser elects otherwise), the entire unpaid balance of principal and accrued but unpaid interest shall become immediately due and payable without notice or demand on the Township.

The Purchaser shall have the right to exercise any of its remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

The Township shall provide the Purchaser with an annual accountant audited financial statement and budget within one hundred and twenty (120) days of the close of the Township's fiscal year and quarterly internally prepared interim financial statements within forty-five (45) days of the end of each quarter.

The Township shall establish and maintain all deposit accounts with the Purchaser for the term of this Note and shall not incur additional debt without the prior written consent of the Purchaser.

The Township shall maintain a minimum Debt Service Coverage Ratio of 1.10 to 1.00 to be tested annually, beginning with the fiscal year ending December 31, 2016, based upon the audited financial statements provided to the Purchaser. "Debt Service Coverage Ratio" shall be defined as the sum of change in net assets plus depreciation expense plus amortization expense plus interest expense divided by the sum of annual debt service requirements (defined as principal plus interest expense required during the period tested on all debt obligations).

IN WITNESS WHEREOF, the Franconia Township, Montgomery County, Pennsylvania, has caused this Note to be properly executed and its corporate seal to be hereto affixed, attested to by its Secretary of the Township as of the ___ day of June, 2015.

FRANCONIA TOWNSHIP
Montgomery County, Pennsylvania

By: _____

Chairman

(SEAL)

Attest: _____

Secretary

Accepted by:

UNIVEST BANK AND TRUST CO.

By: _____
Authorized Officer

REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below, and upon notation of the same upon the books of _____, _____, Pennsylvania, as Paying Agent and Registrar for this Note, maintained for such purpose. The Township and the Registrar shall treat the registered owner of this Note, as noted on this Note and on said books, as the absolute owner hereof, and shall not be affected by any changed circumstances, nor by any notice to the contrary.

Original Registered Owner: _____

<u>Date</u>	<u>Transferor</u>	<u>Subsequent Purchaser</u>	<u>Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Note to the last-named subsequent purchaser, warranting that this transfer is effective and rightful; that, this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note, and further irrevocably authorizes and directs _____, _____, Pennsylvania, as Registrar, to make this transfer on its books maintained for such purposes.

_____, _____, Pennsylvania, as Registrar, by its due execution above, on the above-stated date, acknowledges the transfer of this Note to the subsequent purchaser, who shall now be recognized as registered owner, and has noted such transfer on its books.

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby
sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal
Employer Identification No.

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Note on the books kept for registration
thereof, with full power of substitution in the premises.

Date: _____

NOTICE: No transfer will be issued in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust, and the name of the trustee should be supplied.

EXHIBIT A

**FRANCONIA TOWNSHIP
RESOLUTION 15-10-18-05**

**A RESOLUTION ACCEPTING THE DEDICATION OF THE GREEN HILL ROAD
AND RISING SUN ROAD
RIGHTS-OF-WAY LOCATED IN THE TOWNSHIP OF FRANCONIA,
MONTGOMERY COUNTY, PENNSYLVANIA**

WHEREAS, a portion of Green Hill Road situated in the Township of Franconia, Montgomery County, Pennsylvania, laid out according to the following plans:

1. A Plan of Minor Subdivision (Lot Line Adjustment), prepared for Robert Gotwals, by the Crossroads Group LLC, PA, dated January 23, 2015, unrevised, and recorded in Plan Book 0042, Page 00191;

WHEREAS, the owner(s) of the hereinafter described ground has offered to dedicate by recordation of said plan said ground to the Township of Franconia, to be used as roads or streets; and

WHEREAS, in the judgment of the Board of Supervisors, said roads or streets are necessary for the convenience of the public.

NOW THEREFORE, BE IT RESOLVED, by virtue of the authority provided by the laws of the Commonwealth of Pennsylvania in such cases made and provided as follows:

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be the same are hereby entered and received in the general plan of streets and accepted by the Township of Franconia as and for public highways. That the description of the tract is as follows:

ALL THAT CERTAIN tracts or parcels of ground, situated in Franconia Township, Montgomery County, Pennsylvania, more particularly described below and on Exhibit "A", a copy of said record plans which are attached hereto and made a part hereof.

1. A Plan of Minor Subdivision (Lot Line Adjustment), prepared for Robert Gotwals, by the Crossroads Group LLC, PA, dated January 23, 2015, unrevised, and recorded in Plan Book 0042, Page 00191;

SECTION 2. That the Secretary of the Township of Franconia be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY ADOPTED by the members of the Board of Supervisors of the Township of Franconia this 18th day of May, 2015.

TOWNSHIP OF FRANCONIA
BOARD OF SUPERVISORS

ATTEST:

Grey R. Godshall, Chairman

Jon A. Hammer, Secretary

**FRANCONIA TOWNSHIP
RESOLUTION 15-11-18-05**

**A RESOLUTION ACCEPTING THE DEDICATION OF THE HARLEYSVILLE
PIKE (ROUTE 113) AND MAPLE AVENUE RIGHTS-OF-WAY LOCATED IN THE
TOWNSHIP OF FRANCONIA,
MONTGOMERY COUNTY, PENNSYLVANIA**

WHEREAS, a portion of Harleysville Pike (Route 113) and Maple Avenue situated in the Township of Franconia, Montgomery County, Pennsylvania, laid out according to the following plans:

1. 840 Harleysville Pike Land Development prepared for Hoff Properties LLC, by Richard C. Mast Associates, P.C., dated January 8, 2014, last revised December 16, 2014 consisting of 1 through 17 pages (the "Plan") and recorded in Plan Book 0042, Page 00131.

WHEREAS, the owner(s) of the hereinafter described ground has offered to dedicate by recordation of said plan said ground to the Township of Franconia, to be used as roads or streets; and

WHEREAS, in the judgment of the Board of Supervisors, said roads or streets are necessary for the convenience of the public.

NOW THEREFORE, BE IT RESOLVED, by virtue of the authority provided by the laws of the Commonwealth of Pennsylvania in such cases made and provided as follows:

SECTION 1. That the Deed of Dedication of the hereinafter described pieces or parcels of ground be accepted and that they be the same are hereby entered and received in the general plan of streets and accepted by the Township of Franconia as and for public highways. That the description of the tract is as follows:

ALL THAT CERTAIN tracts or parcels of ground, situated in Franconia Township, Montgomery County, Pennsylvania, more particularly described below and on Exhibit "A", a copy of said record plans which are attached hereto and made a part hereof.

1. 840 Harleysville Pike Land Development prepared for Hoff Properties LLC, by Richard C. Mast Associates, P.C., dated January 8, 2014, last revised December 16, 2014 consisting of 1 through 17 pages (the "Plan") and recorded in Plan Book 0042, Page 00131.

SECTION 2. That the Secretary of the Township of Franconia be authorized and directed to file a true and correct copy of this Resolution, together with drafts of the surveys of the aforesaid road, with the Clerk of the Court of Common Pleas in and for the County of Montgomery in accordance with the law in such cases made and provided.

DULY ADOPTED by the members of the Board of Supervisors of the Township of Franconia this 18th day of May, 2015.

TOWNSHIP OF FRANCONIA
BOARD OF SUPERVISORS

ATTEST:

Grey R. Godshall, Chairman

Jon A. Hammer, Secretary

**FRANCONIA TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 15-12-18-05

**A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL LAND
DEVELOPMENT APPROVAL FOR “674 SOUDER ROAD LAND
DEVELOPMENT” AND THE PROPERTY SITUATED ALONG SOUDER ROAD,
FRANCONIA TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**

WHEREAS, Spear Realty, LLC, with an address of P.O. Box 334, Coopersburg, Pennsylvania 18036 is the owner of the property and J. C. McGinn Construction Co., with an address of 5775 York Road, Lahaska, Pennsylvania, 18931 is the applicant (the “Applicant”) for the property consisting of approximately 5.036 acres, more or less, located at 674 Souder Road (SR 1005) which is further identified as Township Tax Parcel No. 340000259103, Block No. 03, Unit 066 (the “Property”);

WHEREAS, the Applicant has requested preliminary/final conditional approval for the land development plan for the Property shown on the set of plans entitled “674 Souder Road Land Development” prepared by Gilmore & Associates Inc., dated January 19, 2015, last revised April 6, 2015 consisting of 1 through 14 pages (the “Plan”); and

WHEREAS, the Plan, application, and Stormwater Management Reports have been reviewed by the Township Engineer, and Franconia Township (the “Township”), and have been found to be suitable for preliminary/final approval subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED, that the Franconia Township Board of Supervisors grants preliminary/final approval of the Plan, subject to the following conditions and requirements:

1. Within ninety (90) days of the date of final approval the Applicant shall execute a Land Development and Construction Escrow Agreement (the “Agreement”), execute and deliver all necessary and appropriate deeds of dedication, drainage easements, sanitary sewer easements, stormwater maintenance agreements, tree covenants, easements for the construction of improvements on other property, and post financial security for the construction of improvements on the Property, all of which shall be in the form acceptable to the Township Solicitor.

2. Within ninety (90) days of the date of final approval, but in no event later than the submission of final linen plans for signature, the Applicant shall pay to the Township Traffic Impact Fees for the square footage depicted as Harleysville Rental which is equal to 11,360 sq. ft. of new building square footage. The total impact fee for this project is \$86,595.00 (34,500 sq. feet x \$2.51 price per sq. ft.).

3. The Applicant shall further comply with all provisions and conditions set forth in the April 29th, 2015 Metz Engineers' letter to Franconia Township (the "Engineer's Letter" attached hereto as Exhibit "A"), except as expressly waived or expressly modified herein.

4. The township grants the following waivers to the Applicant from the noted provisions of the Township Subdivision Land Development Ordinance (the "SALDO"):

- a. Section 122-26.A (4) requiring RCP (reinforced concrete pipe) be used for all storm sewer; a partial waiver is granted to permit HPDE pipe except for the basin outlet pipe
- b. Section 122-10.C(1). A waiver is granted giving relief to the requirement of including all existing features within 200 feet of the site.
- c. Section 122-19H requiring a minimum of a five foot radius of curvature for all curb lines in parking areas. A partial waiver is granted permitting a three foot radius in one area.
- d. Section 122-66- which requires a landscape plan; A waiver is granted and a separate landscape plan is not required for this application.
- e. Section 122-71- which requires a landscape buffer be provided. The applicant is requesting a partial waiver of this requirement agreeing to place the required property line buffer per ordinance along the rear property line adjacent to the All My Children Daycare Center and in the new parking lot area; a partial waiver is granted.
- f. Section 122-71. C. (4)(A) A waiver is requested to permit the service drive to be located within the 25 foot wide required buffer area; a waiver is granted.

5. This approval is further conditioned upon acceptance of the conditions contained herein by the Applicant and their signifying acceptance of these conditions by signing a copy of this Resolution and returning it to the Township.

6. This approval is further conditioned upon the Applicant obtaining, among other things, all necessary approvals from the Franconia Sewer Authority and the Pennsylvania Department of Environmental Protection (DEP).

7. This approval further conditioned upon the Applicant obtaining, among other things, an NPDES Permit and all necessary approvals and permits from the Montgomery County Conservation District (MCCD).

8. In the event that this Resolution is not executed and delivered to the Township office by noon, Monday, June 1st, 2015 the application shall be deemed and considered denied for the failure of the Applicant to comply with the above conditions and the resulting violation of the Plan of the terms of the Township Subdivision and Land Development Ordinance for all the deficiencies set forth in Paragraph 4 above, and the Engineer's letter, as authorized in Section 508 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10508.

9. This approval is subject to the fulfillment of all of the foregoing conditions, in their entirety, and no permit shall be issued, nor shall any development take place on the Property, unless and until all such conditions are fulfilled.

DULY PRESENTED AND ADOPTED by the Franconia Township Board of Supervisors, Montgomery County, Pennsylvania, in a public meeting held this 18th day of May 2015.

FRANCONIA TOWNSHIP
BOARD OF SUPERVISORS

Attest:

Jon A. Hammer, Secretary

Grey R. Godshall, Chairman

ACCEPTED:

Jerry Spears, Spear Realty LLC

J.C. McGinn, McGinn Construction

Exhibit "A"



Civil Engineers & Land Surveyors · 410 Derstine Avenue, PO Box 647, Lansdale, PA 19446-0608 · 215-855-3111 · Fax 855-5143

April 29, 2015

Jamie Worman, Assistant Township Manager
Franconia Township
671 Allentown Road
Telford, PA 18969

**RE: 674 Souder Road
Preliminary Land Development Application
#02-15**

Dear Jamie:

We have completed a preliminary review of the following documents:

- The second submission of '674 Souder Road' Preliminary Land Development application, Sheets 1 through 14 of 14 dated January 21, 2015, last revised April 6, 2015 and prepared by Gilmore & Associates, Inc.
- Post Construction Stormwater Management Report for 674 Souder Road, prepared for J. C. McGinn Construction Company, dated January 19, 2015, last revised April 6, 2015 and prepared by Gilmore & Associates, Inc.

The proposed development is located at 674 Souder Road (S.R. 1005) in the LI-Limited Industrial District. The application is for a building addition of 34,500 square feet gross area (2 floors) to an existing manufacturing building of 18,000 square feet for a total building area of 52,500 square feet, along with additional parking and modifications to the existing stormwater basin. The site consists of 5.089 acres of land and is currently served by public water and sewer.

A zoning hearing was held for this project on December 4, 2014 and the following variances are stated on the Record Plan to have been granted by the Zoning Hearing Board:

1. From Section 145-123 to allow a parking ration for a manufacturing use of less than one (1) parking space per 750 square feet of gross floor area. *The applicant proposes a total of 29 spaces along with 15 additional parking spaces*

to be held in reserve for a total of 44 spaces. Section 145-23 dictates that 70 parking spaces are required.

2. From Section 145-78E to allow a rear yard setback adjacent to a non-industrial zoning district of less than 150 feet. *The applicant is proposing an 82.6 foot setback as opposed to the 150 foot requirement adjacent to the Village Commercial District.*

A written decision, dated January 9, 2015, was issued stating that the above variances were granted with the following conditions:

1. That the Property be utilized in conformance with the testimony and exhibits presented at the Hearing except as modified during the land development process.
2. That in addition to the installation of the 29 parking spaces, the Applicant shall provide 15 parking spaces to be held in reserve. These spaces shall be designed during the land development process and approved by the Township. The installation of those spaces and the timing thereof shall be determined by the Township.

The applicant has submitted a waiver request letter from the Subdivision and Land Development Ordinance for consideration by the Board of Supervisors. The following waivers are requested:

1. From SLDO Section 122-26A(4) which requires RCP for storm sewer pipe. HPDE is proposed. *O-Ring RCP is always required for the basin outlet pipe; therefore I will not support a full waiver of RCP.*
2. From SLDO Section 122-10C(1) which requires all existing features within 200 feet of the site. The applicant has stated that they provided sufficient information of the site surroundings for the plan to be reviewed effectively. *Existing features have been depicted anywhere from 10 feet of the property line to 100 feet from the property line.*
3. From SLDO Section 122-19H which requires a minimum of a five foot radius of curvature for all curblines in parking areas. A three foot radius is proposed in one location.
4. From SLDO Section 122-66 which requires a landscape plan to be provided. The applicant states that all existing vegetation is shown on the plans. The only proposed landscaping is in the vicinity of the proposed/future parking areas. A partial waiver is requested to not provide a stand-alone plan as the proposed landscaping is shown on the Grading Plan. *As noted under the landscaping comments in this review letter, additional landscaping plantings are required. Is*

the applicant requesting a waiver of these requirements by requesting a waiver of the requirement to provide a landscape plan? I believe for clarity, that all specific sections of the code that landscaping waivers are requested of need to be individually listed.

5. From SLDO Section 122-71 which requires landscape buffers. The applicant states that the use of the site is not changing and the proposed work is occurring within the location of previously disturbed land, therefore a waiver is requested from providing additional buffer plantings. *Please note that there is proposed work much closer to the property lines. The existing building is 132.5 feet from the property line; the building addition is 83.55 feet from the property line. Additionally, the existing service drive is 43 feet from the property line; the proposed service drive is 25 feet from the property line.*

The Planning Commission and Board of Supervisors will need to review these waiver requests.

Additionally, as noted on the record plan, but not on the waiver request letter, a waiver from SLDO Section 122-71C(4.a) is requested for the service drive to be located within the 25 foot wide required buffer area. This waiver request should be added to the waiver letter.

Record Plan

1. Pervious paving is now proposed within the site. Since there are definite and specific maintenance requirements for pervious paving to function properly, these maintenance requirements need to be noted on the record plan for the current and future property owner of the property. Additionally, the post construction stormwater management plan needs to indicate the porous paving areas and reference the maintenance requirements.
2. The MCPC File number and a signature line for the Chairman of the Board of Supervisors need to be added in the recording acknowledgements. SLDO 122-10.F.
3. The Block/Unit number is erroneously stated as 03/66 within the "Zoning Information" section.
4. General Notes 7 and 8 need to be revised/updated.
5. The Record Plan references the following report, which has not been submitted to the township: Erosion and Sediment Control report, dated January 19, 2015, last revised April 6, 2015. A copy is required to be submitted.

Construction Improvement Plan

1. Franconia Township requires RCP (reinforced concrete pipe) for all storm sewer pipe. HPDE pipe has been proposed. SLDO 122-26A(4). A waiver has been requested. O-Ring RCP is required for the basin outflow pipe.
2. All required existing features within 200 feet of the site are to be depicted on the plan. SLDO 122-10C(1). A waiver has been requested.
3. A series of cleanouts are shown on the south end of the building. A determination of their use and connection needs to be made. The extent of their removal needs to be shown on the plan.
4. Add the following note to the existing features plan: "All utilities shall be disconnected, abandoned and/or removed in accordance with all applicable Township, State and Federal Regulations."
5. Additional grading needs to be provided along the southerly property line. A portion of the 319 contour is missing.
6. Top of curb/bottom of curb spot elevations are to be provided at the tie in to the new parking lot.
7. The loading dock doors location and man doors have been added to the plan. New entrances are being proposed on the northwesterly sides of the building addition where a grade difference from the FF exists without steps or a grading adjustment. Please clarify.
8. The proposed grading along adjacent Block 30, Unit 82 creates slopes that do not meet the 2% minimum slope required for positive drainage. The grading will need to be revised.
9. A concrete pad needs to be proposed for the dumpsters. A pad detail is required on the plan. Additionally, as noted under the landscape requirements, a site element screen is required for the dumpster.
10. A method of sediment control needs to be provided during construction for the infiltration areas within the basin area.
11. Modify the 319 contour at the southeast of inlet 3 to eliminate the steep slope along the curblines.
12. Pervious paving is shown on the demolition and construction plan for the new parking area. Is this the only area that pervious paving is proposed? If so, the shading needs to delineate it from other new paving areas.

13. Address the following issues with regards to the sanitary laterals proposed:
- a. The maximum permitted slope for lateral connections is 8%. A 17.8% slope has been proposed. The Franconia Township Standard Detail "Deep Cut Lateral Connection" SN616 needs to be followed and added to the plan.
 - b. The slope of the 6" lateral needs to be lowered to achieve the minimum 2% slope from the building to the sampling manhole.
 - c. Provide a rim elevation for the sampling manhole.
 - d. Coordination with the FSA and DEP is required to ensure that all flows that require sampling will flow through the sampling manhole.

Lighting Comments

1. Two light standards are proposed for the new parking lot. What type of lighting is proposed for the building addition and service drive around the building? This needs to be depicted due to the close proximity to the property line and due to the fact that the hours of operation are 24 hours a day.
2. The concrete base for the light standards needs to be a minimum Class AA per township requirements. Is any concrete reinforcing proposed, as would be needed?

Landscaping Comments

1. A landscape plan is required to be submitted and shall conform to SLDO 122-66. A waiver has been requested.
2. A type 1, 7 or 9 site element screen is required for the proposed parking area. Conformance with this code requirement needs to be demonstrated. Arborvitae are proposed. What is the spacing and minimum height at time of planting? A planting detail is required.
3. A type 3 site element screen is required for the proposed dumpsters. None has been provided.
4. A low intensity property line buffer is required along all property lines in conformance with SLDO 122-71.C. Although there is some existing landscaping along the property lines, conformance with the code requirements has not been demonstrated. As previously stated, additional plantings along the Village Commercial zoned adjacent properties is highly recommended.

Stormwater Management Comments

1. Additional detail is needed in the PCSM construction sequence and critical stages notes to show how the sediment is to be handled during construction in the basin at the outflow structure. While all of the inlets and areas are shown as protected, the basin outflow during the infiltration construction in the basin is not protected and needs to be accounted for and included in the sequence. The preparation of subgrade, installation of subbase, curb and paving need to be included in the sequence of construction. Additionally, the area of porous paving needs to be included and how this area is to be protected during construction must be addressed.
2. A method of overflow drainage needs to be provided for the areas of the proposed porous paving, such as a u-drain.

Detail Review

The following comments need to be added to the plan, or revised as directed, for conformance with the current Standards of Franconia Township and the Franconia Sewer Authority:

Sheet 8 of 14 (Erosion & Sediment Control Details):

1. Modify the Standard Construction Entrance detail #3-2 to indicate a designation of Class 2 geotextile fabric and a minimum 50' length, as per Township standards.
2. Add rip-rap information for EW-6 to the table.
3. Revise the pipe diameter for EW-1 in the rip-rap table. Adjust riprap size if necessary.
4. Add standpipe / skimmer detail if necessary for control of erosion in the basin. Correct the TG elevation for the underdrain maintenance box as the grade appears to be 310.17 not 312.17.
5. Provide a pipe profile for EW-6 to OS-1 including anti-seep collars. The outlet pipe must be O-Ring RCP. Add Franconia Township standard detail DR332 – Basin.
6. Modify the Porous Paving detail to show Class 1 geotextile filter fabric and include 3" of Porous base course.

Sheet 9 of 14 (PCSM Detail Sheet):

1. Add Franconia Township Standard detail DR325, Permanent Trash Rack, dated 7/2012, as required for OS-1.

Other Considerations

1. A NPDES Permit for Stormwater Discharge and Construction Activities is required from the Montgomery County Conservation District. An administrative review letter, dated March 27, 2015 has been received from the MCCD with comments.
2. Approval from the Franconia Sewer Authority / DEP is required.

Sincerely,

METZ ENGINEERS



Cindy VanHise, P.E.
Franconia Township Engineer

Cc: Board of Supervisors
Planning Commission
Frank Bartle, Esq.
Paul Nice, Director of Public Works
George Witmayer, FSA Executive Director
Fred Ciottoni, FSA Engineer
Jerry Rittenhouse, Building Inspector / Code Enforcement
JC MCGinn Construction, Applicant
Spear Realty, LLC, Owner
Eric Clase, P.E., Gilmore & Associates