

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**TUESDAY, OCTOBER 15, 2019**

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

Tanya C. Bamford  
Candyce Fluehr Chimera  
Michael J. Fox  
Jeffrey W. McDonnell  
Matthew W. Quigg

Lawrence J. Gregan  
Township Manager

**ACTION MEETING – 7:00 PM**

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of September 23, 2019 Meeting
6. Announce 2020 Budget Work Session Presentation Date Adjustments
7. Announce Employee Resignation - Department of Fire Services
8. Presentation of Check to the Fire Department of Montgomery Township Relief Association
9. Consider Approval of Distribution of 2019 Act 205 General Municipal Pension System State Aid
10. Consider Preliminary/Final Subdivision Plan LDS 702 – North Wales Water Authority
11. Consider Authorization to Accept the DCED Greenways, Trails and Recreation Grant- Friendship Park
12. Consider Authorization to Advertise for Bids for Township Facilities Waste and Single Stream Recyclable Materials Collection and Disposal
13. Announce the 2019 Fall Curbside Leaf and Yard Waste Collection
14. Consider Agreement to Contract with Constellation to supply Natural Gas Service
15. Consider Authorization to Participate in the Montgomery County Consortium 2019 – 2020 Cooperative Rock Salt Contract
16. Consider Authorization to Upgrade (4) HVAC Units at the Administration Complex with an In-Line Dehumidification System
17. Consider Approval of the 2019 Extra Curb and Sidewalk Repair Work
18. Consider Approval of Proposal for Engineering Services – Knapp Road Storm Sewer Replacement Project (Tasks 1-4)
19. Consider Request for Approval of DFS & FDMT 2019 PA Fire Commissioner's Grant Application
20. Consider Approval for Out-of-State Training – Department of Fire Services
21. Consider Payment of Bills
22. Other Business
23. Adjournment

**Future Public Hearings/Meetings:**

10-16-2019 @6:00pm – Sewer Authority Board  
10-16-2019 @7:30pm – Shade Tree Commission  
10-16-2019 @7:30pm – Public Safety Committee  
10-17-2019 @7:30pm – Pension Committee  
10-17-2019 @7:30pm – Planning Commission

10-21-2019 @6:00pm – Finance Committee  
10-22-2019 @6:30pm – Budget Work Session  
10-22-2019 @7:00pm – Environmental Advisory Committee  
10-28-2019 @7:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Public Comment

MEETING DATE: October 15, 2019

ITEM NUMBER: #3.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Michael J. Fox,  
Chairman of the Board of Supervisors

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BACKGROUND:

The Chairman needs to remind all individual(s) making a comment that they need to identify themselves by name and address for public record.

The Chairman needs to remind the public about the policy of recording devices. The individual(s) needs to request permission to record the meeting from the Chairman and needs to identify themselves, by name and address for public record.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announcement of Executive Session

MEETING DATE: October 15, 2019

ITEM NUMBER: #4.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Michael J. Fox,  
Chairman of the Board of Supervisors

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BACKGROUND:

Frank Bartle will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Minutes for September 23, 2019

MEETING DATE: October 15, 2019

ITEM NUMBER: #5.

MEETING/AGENDA: WORK SESSION      ACTION XX      NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Michael J. Fox,  
Chairman of the Board of Supervisors



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BACKGROUND:

Please contact Deb Rivas on Tuesday, October 15, 2019 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

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

**DRAFT**

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
SEPTEMBER 23, 2019**

At 6:00 p.m., acting Chairman Tanya C. Bamford called to order the Executive Session. In attendance were Supervisors Jeffrey W. McDonnell and Matthew W. Quigg. Chairman Michael J. Fox and Vice Chairman Candyce Fluehr Chimera were absent. Also in attendance was Township Manager Lawrence J. Gregan, Township Manager Designee Carolyn McCreary, and Township Solicitor Frank Bartle, Esquire.

Acting Chairman Tanya C. Bamford called the action meeting to order at 7:07 p.m. In attendance were Supervisors Jeffrey W. McDonnell and Matthew W. Quigg. Chairman Michael J. Fox and Vice Chairman Candyce Fluehr Chimera were absent. Also in attendance were Township Solicitor Frank Bartle, Esquire, Township Manager Lawrence Gregan, Township Manager Designee Carolyn McCreary, Police Chief Scott Bendig, Director of Fire Services Richard Lesniak, Assistant to the Township Manager Stacy Crandell, Director of Planning and Zoning Bruce Shoupe, Director of Public Works Kevin Costello, Director of Recreation and Community Center Floyd Shaffer, Recording Secretary Deborah A. Rivas, Public Information Coordinator Kelsey Whalen and Director of Information Technology Richard Grier.

Following the Pledge of Allegiance, Acting Chairman Tanya C. Bamford called for public comment from the audience and there was none.

Solicitor Frank Bartle, Esquire announced that the Board had met in an executive session prior to this meeting at 6:00 p.m. The Board discussed two matters of litigation, which are Zoning Hearing Board matters. These matters were Giorno Properties LLC – Fence City – 111 Domorah Drive and Ocean State Job Lot – 988 Bethlehem Pike. The Board also discussed a matter of potential real estate acquisition and a Business Tax Petition/Appeal matter in which the Board made a motion to authorize the Solicitor to take action on this item. Mr. Bartle stated

that these matters are all legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Supervisor Matthew W. Quigg made a motion to approve the minutes of the September 9, 2019 Board of Supervisors meeting, and Supervisor Jeffrey W. McDonnell seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Director of Fire Services Richard Lesniak announced the national observance of Fire Prevention Week 2019 will be held October 6th through October 12th. This year's theme is "Not Every Hero Wears a Cape. Plan and Practice Your Escape!". On Monday, October 7th, the Department will be hosting an open house at Wegmans Supermarket from 6:00 p.m. to 9:00 p.m. Members of the Department will be displaying the apparatus and distributing public education materials. In addition, during the month of October, the Department will be conducting fire drills, fire safety inspections and fire prevention talks at all schools, day care centers, health care facilities and hotels. Resolution #1 made by Acting Chairman Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, recognized October 6 through October 12, 2019 as Fire Prevention Week.

Director of Fire Services Richard Lesniak reported that Battalion 1 Firehouse was newly renovated in October of 2008. The approved 2019 Budget for Building Maintenance includes a project for the painting of the interior of the building. A quote was obtained from General Painting of Pennsylvania, Inc. to paint the interior for a total cost of \$10,591.00. Resolution #2 made by Supervisor Matthew W. Quiqq, seconded by Acting Chairman Tanya C. Bamford and adopted unanimously, authorized the award of the contract to General Painting of Pennsylvania, Inc. in the amount of \$10,591.00.

Acting Chairman Tanya C. Bamford opened the Public Hearing at 7:12 p.m. for a Liquor License Transfer, #LL-19-06 – Assi Market at 1222 Welsh Road. Notes of testimony were taken by Court Reporter Paula Meszaro. Township Solicitor Frank R. Bartle, Esquire reported that this was a liquor license transfer hearing for the Assi Market and read the Township's exhibits and

legal notice into the record. Attorney John J. McCreesh, III, Esquire of McCreesh, McCreesh, McCreesh & Cannon presented testimony on behalf of the Assi Market for the liquor license transfer. There being no public comment on the matter, the hearing closed at 7:25 p.m.

Resolution #3 made by Acting Chairman Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, approved the Liquor License Transfer for the Assi Market.

Assistant to the Township Manager Stacy Crandell reported that Globus Medical approached the Township about the possibility of a Local Economic Revitalization Tax Assistance (LERTA) if the company were to purchase the former Harriet Carter property located at 425 Stump Road. The LERTA enables local entities (local government, county and school districts) to abate taxes for up to 10 years on the value of improvements to business property that is vacant or an underutilized site. Ms. Crandell introduced Matt Renner, Senior Director and Rob Miller, Corporate Controller of Globus Medical, headquartered in Audubon, PA, who presented their business plan for the possible purchase and renovation of the property at 425 Stump Road for the expansion of their company. The company is a worldwide manufacturer and distributor of medical devices, primarily spine, but in recent years, they have added robotics, trauma, hips, and knees to their offerings. The company has a need to expand and has been looking in New Jersey, Berks County and locally. They are seeking some economic assistance for the improvements that they wish to make to the property. The Board thanked Mr. Renner and Mr. Miller for their presentation. The next step would be to check with the North Penn School District to see if they are interested in supporting this proposal. The Township would be required to enact an ordinance to approve a Local Economic Revitalization Tax Assistance (LERTA) once the parties agree to move forward.

Director of Community and Recreation Center Floyd Shaffer reported that the Township is ready for the annual Autumn Festival that will be held on Saturday, October 12, 2019. Derek Muller, Recreation Program Supervisor and J.P. Northrup, Chair of the Township Autumn Festival Committee, presented an overview of the activities and timeline relative to the

upcoming community special event scheduled for Saturday, October 12, 2019. Autumn Festival 2019 will be held from noon to 5:00 p.m. at the William F. Maule Park at Windlestrae. The event will have in excess of 70 vendors that represent various crafters, artists, businesses, services and community organizations. Several highlights of the daylong occasion include; amusement rides, pony rides, hay rides, petting zoo, pumpkin decorating, scarecrow making, K-9 demonstrations and a helicopter landing. Wristbands will be on sale and include unlimited amusement rides, one pumpkin to decorate and a scarecrow making session. Parking will be located at the Rose Twig section of Windlestrae Park and additional parking will be available offsite at the satellite parking lots, which include Keystone Fellowship Church at 427 Stump Road and Penn Manufacturing Industries at 506 Stump Road. Shuttles will be provided for attendees to transport them from the event to their vehicles. In the event of inclement weather, a modified Autumn Festival will be held at the community center from noon to 5:00 p.m.

Director of Community Center and Recreation Floyd Shaffer reported that it has been the annual practice of the Board of Supervisors to assist in the financial underwriting of the Autumn Festival event by transferring budgeted monies from the General Fund to the Autumn Festival Fund. Resolution #4 made by Acting Chairman Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, authorized the transfer of \$7,000 from the General fund to the Autumn Festival fund for the 2019 community event.

Assistant to the Township Manager Stacy Crandell reported that the Delaware Valley Regional Planning Commission (DVRPC) has assembled a multiphase Regional Streetlight Procurement Program (RSLPP) in order to assist municipalities to design, procure, and finance the transition of their street lighting systems to LED Technology. Ms. Crandell reported that the first phase of this program was a Feasibility Study prepared by Keystone Lighting Solutions (KLS), which identified potential savings from participating in the Street LED Light Upgrade. The second phase of the process was the Project Development, which involved the preparation of a detailed investment grade audit and design and analysis of potential lighting solutions for a

review with the Board of Supervisors. Based on the results of the study, Township Staff is recommending that the Board approve participation in the street light upgrade program to convert all of the existing Township street lights to LED technology, including the 256 Cobra head fixtures (\$35,679) located on various local, collector and major roadways throughout the Township and the Township's 1,501 4-Sided Colonial style fixtures (\$566,200) located in residential neighborhoods. Staff does not recommend financing the purchase through the DVRPC financing option due to the availability of using reserve funds and avoiding unnecessary interest expense. Resolution #5 made by Supervisor Matthew W. Quigg, seconded by Supervisor Jeffrey W. McDonnell and adopted unanimously, authorized the contract with Keystone Lighting Solutions for Phase 3 – Project Management and Phase 4 – Post Construction Operations and Maintenance Services for the DVRPC Regional Streetlight Procurement Program.

Director of Planning and Zoning Bruce Shoupe requested approval to award the bid for Phase 8 of the Ash Tree Forestry Management Program to Jimmy's Tree & Landscaping in the amount of \$22,870. Phase 8 includes the felling of an estimated 204 +/- trees. Resolution #6 made by Supervisor Jeffrey W. McDonnell, seconded by Supervisor Matthew W. Quigg and adopted unanimously, authorized the award of the bid for Phase 8 of the Ash Tree Forestry Management Program to Jimmy's Tree & Landscaping in the amount of \$22,870.

Director of Planning and Zoning Bruce Shoupe reported that amendments have been proposed to the Township Zoning Code to reduce the number of required automobile waiting spaces for drive-in/drive-through banking facilities and the placement of bollards where parking spaces are perpendicular to paved walkways. A proposed ordinance (#19-311-ZS) has been drafted and is ready for the Board's consideration. Resolution #7 made by Acting Chairman Tanya C. Bamford, seconded by Supervisor Jeffrey W. McDonnell and adopted unanimously, set Monday, October 28, 2019 after 7:00 p.m. in the Township Building as the date, time and place for a Public Hearing to consider Ordinance #19-311-ZS.

Township Manager Lawrence J. Gregan reported that Montgomery Township is a member municipality in three Delaware Valley Insurance Trusts, Property and Liability, Health and Workers Compensation. Each Trust is governed by a Board of Trustees comprised of a representative from each member municipality. The governing body of each municipal member selects an appointed or elected official to serve as a Trustee on the Board of Trustees. Each municipality receives one vote on the Board; voting is not weighted. With the Township's current organizational changes, it is recommended that the Board appoint the following Township representatives to the three insurance trusts: Property and Liability Trust – Township Manager Lawrence J. Gregan, Health Trust – Township Manager Designee Carolyn McCreary and Workers Compensation Trust – Director of Administration and Human Resources Ann Shade. Resolution #8 made by Supervisor Matthew W. Quigg, seconded by Supervisor Jeffrey W. McDonnell and adopted unanimously, approved the appointments as discussed.

Township Manager Lawrence J. Gregan reported that Act 32 § 505 (b) requires the governing bodies of school districts, townships, boroughs and cities that impose an earned income tax appoint one primary voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. With the resignation of former Finance Director Ami Tarburton and the appointment of Carolyn McCreary as the Township Manager Designee, the Board needs to adopt a resolution to appoint a new Alternate Delegate. Resolution #9 made by Acting Chairman Tanya C. Bamford, seconded by Supervisor Matthew W. Quigg and adopted unanimously, appointed Township Manager Designee Carolyn McCreary to serve as the alternate delegate on behalf of the Township on the Montgomery County Earned Income Tax Collection Committee (TCC).

A motion to approve the payment of bills was made by Supervisor Jeffrey W. McDonnell, seconded by Supervisor Matthew W. Quigg, and adopted unanimously, approving the payment of bills as submitted.

Under other business, Township Solicitor Frank R. Bartle, Esquire, presented a resolution to the Board of Supervisors authorizing the taking of 131 Gwynmont Drive pursuant to the Township's powers of eminent domain or to enter into an agreement of sale for the purchase of this property in lieu of such taking. The purpose of this resolution is to make the purchase of this property in lieu of condemnation, in which the agreement of sale includes remedial measures that the seller will be responsible for completing. Acting Chairman Tanya C. Bamford asked for a motion on the resolution and Supervisor Matthew W. Quigg made a motion, Acting Chairman Tanya C. Bamford seconded the motion and it passed unanimously.

There being no further business to come before the Board, the meeting adjourned at 8:10 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announce 2020 Budget Work Session Presentation Date Adjustments

MEETING DATE: October 15, 2019

ITEM NUMBER: #6

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Michael J. Fox,  
Board of Supervisors Chairman



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BACKGROUND:

The 2020 Budget is requiring additional time for preparation. As such, the budget work session presentations are being shifted to start later than originally planned and will use the alternative date. Attached is the new schedule of budget work sessions. The October 16<sup>th</sup> date has been eliminated and the November 6<sup>th</sup> date is now required.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

The Board approved the budget work sessions at the September 9, 2019 meeting.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Confirm the budget work session dates and acknowledge the shift of presentations.

MOTION/RESOLUTION:

None.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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



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

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SUBJECT: Recognize Employee Resignation – Department of Fire Services

MEETING DATE: October 15, 2019

ITEM NUMBER: # 7.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Michael J. Fox, Chairman  
Board of Supervisors



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**BACKGROUND:**

Montgomery Township wishes to acknowledge the services of Richard (Rick) Lesniak who has tendered his resignation as the Director of Fire Services/Fire Marshal/Emergency Management Coordinator effective Friday, October 11, 2019. Rick was appointed to his position on July 25, 2011 and has been an integral part of the Management Team of the Township for the past 8 years.

Rick will be pursuing a career as Emergency Management Coordinator/Fire Marshal for Lansdale Borough.

**ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:** None.

**PREVIOUS BOARD ACTION:** None.

**ALTERNATIVES/OPTIONS:** None.

**BUDGET IMPACT:** None.

**RECOMMENDATION:**

Acknowledge resignation of Rick Lesniak from his position with Montgomery Township and thank him for his services to the residents of Montgomery Township.

**MOTION/RESOLUTION:**

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the resignation of Rick Lesniak from his position as Director of Fire Services/Fire Marshal/Emergency Management Coordinator and take this opportunity to thank him for his service during his employment at Montgomery Township.

MOTION: \_\_\_\_\_                      SECOND: \_\_\_\_\_

**ROLL CALL:**

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Presentation of Check to the FDMT Fire Relief Association

MEETING DATE: October 15, 2019

ITEM NUMBER: #8.

MEETING/AGENDA: Work Session

ACTION **X**

NONE

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

INITIATED BY: Richard M. Lesniak  
Director of Fire Services



BOARD LIAISON: Tanya Bamford, Liaison to the  
Public Safety Committee

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BACKGROUND:

The annual allocation by the Commonwealth of Pennsylvania of a share of the Foreign Fire Insurance Tax has been received in the amount of \$222,613.94. These funds are a result of taxes paid by foreign fire insurance companies to the State of Pennsylvania in accordance with Act 205 of 1984.

These funds are allocated by the State to support the Volunteer Fire Relief Association of the volunteer fire company that serves the Township. Fifty percent of the allocation is based on the populations of the Township and fifty percent is determined by the market value of real estate in the Township compared to the state average. Act 205 requires that the Township forward the proceeds to the FDMT Fire Relief Association within 60 days.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Distribution of the fire relief association allocation is in accordance with the approved 2019 Budget.

RECOMMENDATION: Present the Township's check to the Relief Association and approve the resolution

MOTION/RESOLUTION: BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby present a check in the amount of \$222,613.94 from the Commonwealth of Pennsylvania to the FDMT Fire Relief Association.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Distribution of 2019 Act 205 General Municipal Pension System State Aid

MEETING DATE: October 15, 2019

ITEM NUMBER: #9.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX

Policy: Discussion:

Information:

INITIATED BY: Lawrence J. Gregan  
Township Manager



BOARD LIAISON: Jeffrey McDonnell, Supervisor  
Liaison – Pension Committee

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BACKGROUND:

The annual General Municipal Pension System State Aid allocation for 2019 has been received in the amount of \$634,941.88. This is an increase of 9% from the 2018 State Aid allocation.

The State requires that the Board of Supervisors adopt a resolution approving the allocation of the State Aid to the pension systems for its employees. Based on the 2019 Minimum Municipal (MMO) Obligations to the Police and Non-Uniformed Pension Plans, and based on the AG-385 State certifications, it is recommended that the 2019 Act 205 General Municipal Pension System State Aid be allocated as follows:

Police Pension Plan	– 56%	- \$ 355,567.45
Non Uniformed Pension Plan	– 44%	- <u>\$ 279,374.43</u>
		\$ 634,941,88

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The State Aid provides the Township with assistance in meeting its annual pension funding obligation, and was factored into the Township's budget at the 2019 funding rate.

RECOMMENDATION:

Accept the recommended allocation and approve resolution.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the recommendation to allocate the 2019 Act 205 General Municipal Pension System State Aid to the Police Pension Plan in the amount of \$355,567.45 and to the Non-Uniformed Employee Pension Plan in the amount of \$279,374.43.

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

SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

Larry Gregan

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**From:** Hutchison, Rosalie <RHutchison@paauditor.gov>  
**Sent:** Tuesday, September 17, 2019 11:52 AM  
**To:** Ami Tarburton  
**Subject:** 2019 Pension State Aid Allocation Notification

TO: MONTGOMERY TOWNSHIP (DCA #46-084-5/VENDOR #139292)

**THIS E-MAIL IS BEING SENT ON BEHALF OF THE HONORABLE EUGENE A. DEPASQUALE,  
PENNSYLVANIA AUDITOR GENERAL.**

MS AMI TARBURTON, TREASURER  
MONTGOMERY TOWNSHIP  
1001 STUMP ROAD  
MONTGOMERYVILLE, PA 189369605

DEAR MS TARBURTON:

I am pleased to announce that the 2019 Commonwealth **GENERAL MUNICIPAL PENSION SYSTEM STATE AID** allocation is scheduled to be **direct deposited on September 18, 2019**, in the amount of \$634,941.88. The remittance advice document will be sent to you via US Mail.

This amount is calculated and issued in accordance with the Municipal Pension Plan Funding and Recovery Act (Act 205 of 1984). State Law prohibits use of these funds for any purpose other than to defray your municipality's police, paid firefighters and non-uniformed pension costs. Act 205 requires that the allocation be deposited in the pension plan(s) by the treasurer of your municipality within 30 days of receipt.

Your allocation of state aid has been computed using data from actuarial studies that your municipality submitted to the Municipal Pension Reporting Program and from the pension certification Form AG-385 that your municipality submitted to this department.

If you have any questions concerning your state aid allocation, please contact the Municipal Pensions and Fire Relief Programs Unit at 1-800-882-5073.

Sincerely,

  
Eugene A. DePasquale  
Auditor General

\*\*\*\*\*  
The information contained in this message or transmission, including attachments, may be legally privileged, proprietary and/or confidential, or otherwise protected by law from disclosure. If you are not the intended recipient (or an employee or agent responsible for delivering this message to the intended recipient) reading, copying or distributing this message and any attachments is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to the message and deleting it from your computer. Thank you.  
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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

**SUBJECT:** Consideration – Preliminary/ Final Subdivision Plan – North Wales Water Authority -  
LDS#702W

**MEETING DATE:** October 15, 2019

**ITEM NUMBER:** #10.

**MEETING/AGENDA:**            WORK SESSION            ACTION XX            NONE

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

**INITIATED BY:** Bruce Shoupe  
Director of Planning and Zoning

**BOARD LIAISON:** Michael J. Fox  
Chairman

**BACKGROUND:**

The property is a vacant parcel behind Airport Square Shopping Center where North Wales Water Authority proposes to construct a new 180 foot elevated "Hydropillar" water storage tank. This proposed tank was subject to settlement agreement for the development of this vacant 22+ acre parcel. The tank will be situated on a 1 acre permanent easement for the construction of the proposed tank and accompanied access driveway and stormwater facilities. The proposed tank is needed so the existing elevated tank at the Water Tower Square Shopping Center can be taken out of service for rehabilitation in the future.

**ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:**

The Applicant executed an indefinite extension form, which allows unlimited review time by the Township, unless a notice is received from the Applicant that a decision be rendered within 90 days by the Board of Supervisors.

**PREVIOUS BOARD ACTION:**

**ALTERNATIVES/OPTIONS:**

The Board could deny this plan or approve this plan with the conditions as outlined in the attached resolution.

**BUDGET IMPACT:** None

**RECOMMENDATION:**

The resolution be adopted by the Board of Supervisors.

**MOTION/RESOLUTION:**

The Resolution is attached. (The Chairman needs to read only the highlighted portions of the resolution.)

**MOTION** \_\_\_\_\_            **SECOND** \_\_\_\_\_            **VOTE** \_\_\_\_\_

**ROLL CALL:**

Tanya Bamford	Aye	Opposed	Abstain	Absent
Candyce Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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

**RESOLUTION #**

**MONTGOMERY TOWNSHIP**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL APPROVAL OF  
THE APPLICATION FOR SUBDIVISION AND LAND DEVELOPMENT  
FOR NORTH WALES WATER AUTHORITY, LDS # 702W.**

The Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, preliminary/final approval of the subdivision and land development application and plan for **North Wales Water Authority**, as more fully detailed on the plans listed on Exhibit "A" attached hereto and made part hereof and further conditioned upon the following being satisfied by the Applicant prior to the recording of the final plan:

1. Fulfilling all obligations and requirements of the Gilmore & Associates, Inc. letters dated September 3, 2019, May 31, 2019, and February 25, 2019; Boucher & James, Inc. letters dated September 18, 2019 (waiver letter), August 29, 2019, June 20, 2019 and February 27, 2019; Montgomery County Planning Commission letter dated June 10, 2019, March 4, 2019; Montgomery Township Planning Commission comments dated September 19, 2019; Zoning Officers review dated July 8, 2019; Montgomery Township Fire Marshal review dated September 18, 2019 and February 19, 2019.
2. Entering into a Land Development and Security Agreement and post financial security for all public improvements to the satisfaction of the Township Engineer and Township Solicitor for each phase of this development if required. As used herein, the term "public improvements" shall include, but shall not be limited to, streets, parking areas, drive aisles, curbs, water mains, sanitary sewer pipes, manholes and appurtenances thereto, storm water facilities, rain gardens (best management practice) and appurtenances, grading, erosion and sediment control, lighting, required trees, shrubs and landscape buffering, monuments, pins and sidewalks. The record plan shall indicate phasing if required. Public improvements shall require financial security be posted in the amount of 15% of the total public improvement cost, regardless of whether such public improvements are dedicated to the Township, for a period not less than 18 months after Township Engineer approval. If the end of maintenance period for trees and other plantings ends outside the time period specified in 205-49, the maintenance period shall be extended to comply with this requirement and the appropriate financial security shall be provided to the satisfaction of the Township Solicitor.
3. Paying all outstanding fees and costs related to the project before plans and agreements are recorded, including Township Consultant and Solicitor fees and all required fees-in-lieu referenced below in Paragraphs 4, 5 and 6 of this Resolution's Waiver section.
4. Satisfying all applicable requirements of the Township Codes, Township Municipal Sewer Authority ("MTMSA"), and North Wales Water Authority if required. A copy of the Authorities' permits and/or agreements from the above must be provided to the Township.

5. The Applicant shall be responsible for obtaining all other Regulatory Authority Permits having jurisdiction over this project.
6. Execute the required Storm Water Management Facilities Maintenance and Monitoring Agreement and Landscaping Declaration of Covenants and Restriction for its benefit and its successors and assigns
7. All future development of this parcel shall be subject to new application and approval by the Board of Supervisors.
8. All storm water inlets and outfall structures shall be identified in accordance with the PADEP Municipal Separate Storm Sewer Systems requirements, if required.

## WAIVERS

BE IT RESOLVED that the following waivers have been requested by the Applicant and are granted to the extent recommended by the Township consultants with payment of the fees-in-lieu amounts as set forth in **Paragraphs 4, 5 and 6.**

1. SLDO 205-52.B - A waiver is requested to provide perimeter evergreen plantings in lieu of the required softening buffer landscaping. *It appears that the landscaping proposed will be sufficient to meet the softening buffer ordinance requirements.* No fee-in-lieu required.
2. SLDO 205-52.C - A waiver has been request ed from the required screen buffer along the boundary with the S Shopping Center District. *It appears that the perimeter landscaping proposed for this site will be sufficient to meet the screening requirement.* No fee-in-lieu required.
3. SLDO 205-52.C.2.b - A waiver has been requested from providing screen buffering for mechanical equipment. *It appears that the perimeter landscaping will be sufficient to meet the screening requirement.* No fee-in-lieu required.
4. SLDO 205-52.F(6) - A waiver is requested from the requirement that one (1) shade tree and two (2) shrubs be provided for each 30 LF of stormwater management facility perimeter. *The plan is deficient by a total of ten (10) shade trees and twenty (20) shrubs. 10 Shade Trees x \$600 = \$6,000.00. 20 Shrubs x \$90 = \$1,800.00. Total fee-in-lieu for stormwater management facility landscaping = \$7,800.00.*
5. SLDO 205-52.G(1 )(b) and Table 1 - A waiver is requested from the requirement that one (1) shade tree be provided for each 5,000 SF of gross floor area to meet individual lot landscape requirements. *The plan is deficient by a total of two (2) shade trees. 2 Shade Trees x \$600 = \$1,200.00.*
6. SLDO 205-53.C - A waiver is requested from the requirement that total of ten (10) replacement trees be provided. *The plan is deficient by a total of ten (10) replacement trees. 10 Replacement Trees x \$500 = \$5,000.00.*

This Resolution shall become effective on the date upon which all of the above stated conditions are accepted by the Applicant in writing. If, for any reason, the Applicant fails to acknowledge the acceptance of the conditions contained in this Resolution within ten (10) days from the date of this Resolution, then the Final Plan approval granted herein shall become null and void, the waivers requested shall be deemed denied, and the plan shall be denied for failure to comply with Sections of the Township Zoning Ordinance and/or Township Subdivision and Land Development Ordinance for the reasons cited herein or as set forth in the letters referenced herein.

DULY PRESENTED AND ADOPTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, at a public meeting held this 15<sup>th</sup> day of October 2019.

MOTION BY:

SECOND BY:

VOTE:

The above conditions are agreed to by the applicant this \_\_\_\_\_ day of October, 2019.

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

\_\_\_\_\_  
Applicant Print Name

xc: Applicant, F. Bartle, R. Iannozzi, R. Dunlevy, B. Shoupe, M. Gambino, K. Johnson, J. Stern-Goldstein, MCPC, Minute Book, Resolution File, File

EXHIBIT "A"

PLANS

<u>DESCRIPTION</u>	<u>ORIGINAL DATE</u>	<u>REVISED DATE</u>
1. Cover Sheet	8/6/18	5/20/19
2. Existing Features	8/6/18	7/25/19
3. Site Improvement Record Plan	8/6/18	7/25/19
4. E&S Control Plan	8/6/18	7/25/19
5. Post Construction Stormwater Mgt Plan	8/6/18	7/25/19
6. Pre-Construction Drainage Area Map	8/6/18	7/25/19
7. Post-Construction Drainage Area Map	8/6/18	7/25/19
8. Landscape Plan	8/6/18	7/25/19
9. Construction Details	8/6/18	7/25/19
10. Erosion and Sediment Control Details	8/6/18	7/25/19
11. Erosion and Sediment Control Details	8/6/18	7/25/19
12. Post Construction Mgt Details	8/6/18	7/25/19
13. Post Construction Mgt Notes	8/6/18	7/25/19
14. Floor Plan, Section, Schematic View, Detail, Notes	8/6/18	7/25/19



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

September 3, 2019

File No. 2019-02036

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

Reference: North Wales Water Authority – LDS 702W  
General Hancock Tank (E-1012) at Airport Square  
Final Land Development Application  
TMP# 46-00-01340-00-9

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has performed a review of the Site Stormwater Management Analysis and the Preliminary and Final Land Development Application submitted for this project:

**I. SUBMISSION**

- A. General Hancock Tank (E-1012) (14 Sheets), as prepared by Carroll Engineering Corporation, dated August 6, 2018, last revised July 25, 2019.
- B. Post-Construction Stormwater Management Narrative for the General Hancock Tank Project, as prepared by Carroll Engineering Corporation, dated December 3, 2018, last revised July 25, 2019.

**II. GENERAL**

The North Wales Water Authority (NWWA) proposes construction of a 180 feet tall elevated "Hydropillar" water storage tank (AWWA D100) which shall be located adjacent to Airport Square Road, within the Airport Square Shopping Center, located in the LI Limited Industrial Zoning District. The 4.1 million gallon water tank will have a diameter of 90 feet at its base and a maximum diameter of 138 feet at the upper portion of the tank. The project site consists of a 1 acre permanent easement on Tax Map Parcel No. 46-00-01340-00-9, and a supplemental 1.6 acre temporary easement to allow for the construction/erection of the proposed tank. The proposed tank will also be accompanied by an access driveway and a stormwater facility at the rear of the tank. The total area of earth disturbance for the proposed project is 0.97 acres. This project was the subject of a Stipulated Agreement dated February 24, 2017.

**III. REVIEW COMMENTS**

Based on our review, the plan appears to comply with the Montgomery Township Zoning Ordinance, the Montgomery Township Subdivision and Land Development Ordinance (SALDO), and the Montgomery Township Stormwater Management Ordinance. It is noted that the height of the tank is addressed in the Stipulated Agreement dated February 24, 2017. Upon further development of the plans, additional items may become apparent.

1. The Applicant should obtain all required approvals, permits, declarations of restrictions and covenants, etc. (e.g. PADEP, PennDOT, MCPC, MCCD, Sewer Authority, Water Authority, Fire Marshal, etc.). Copies of these approvals and permits should be submitted to the Township and our office.
2. We defer review of all landscaping, lighting, and traffic requirements to the Township Landscape Architect, Township Lighting Consultant, and Township Traffic Engineer, respectively.

---

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

In order to expedite the review of any revised and resubmitted plan, the Applicant should submit a response letter which addresses changes that have been made to the application.

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

Sincerely,



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

JPD/SW/sl

- cc. Lawrence J. Gregan, Manager – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Richard Lesniak, Director of Fire Services – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Ken Amey, AICP  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
Brad Fisher, P.E. – NWWA  
Lane P. Bodley, P.E. – Carroll Engineering Corporation  
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.



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

May 31, 2019

File No. 2019-02036

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

Reference: North Wales Water Authority – LDS 702W  
General Hancock Tank (E-1012) at Airport Square  
Final Land Development Application  
TMP# 46-00-01340-00-9

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has performed a review of the Site Stormwater Management Analysis and the Preliminary and Final Land Development Application submitted for this project:

**I. SUBMISSION**

- A. General Hancock Tank (E-1012) (14 Sheets), as prepared by Carroll Engineering Corporation, dated August 6, 2018, revised May 20, 2019.
- B. Comment Response Letter for the General Hancock Tank (E-1012), as prepared by Carroll Engineering Corporation, dated May 20, 2019.

**II. GENERAL**

The North Wales Water Authority (NWWA) proposes construction of a 180 feet tall elevated "Hydropillar" water storage tank (AWWA D100) which shall be located 100 feet northeast from the intersection of Airport Square Road and General Hancock Boulevard, within the Airport Square Shopping Center, located in the LI Limited Industrial Zoning District. The 4.1 million gallon water tank will have a diameter of 90 feet at its base and a maximum diameter of 138 feet at the upper portion of the tank. The project site consists of a 1 acre permanent easement on Tax Map Parcel No. 46-00-01340-00-9, and a supplemental 1.6 acre temporary easement to allow for the construction/erection of the proposed tank. The proposed tank will also be accompanied by an access driveway and a stormwater facility at the rear of the tank. The total area of earth disturbance for the proposed project is 2.14 acres. This project was the subject of a Stipulated Agreement dated February 24, 2017.

**III. REVIEW COMMENTS**

**A. Zoning Ordinance**

Based on our review, the plan appears to comply with the Zoning Ordinance. It is noted that the height of the tank is addressed in the Stipulated Agreement dated February 24, 2017. Upon further development of the plans, additional items may become apparent.

**B. Subdivision and Land Development Ordinance**

Based on our review, the following item does not appear to comply with the current Montgomery Township Subdivision and Land Development Ordinance (SALDO). Upon further development of the plans, additional items may become apparent.

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

1. §205-22 – Sidewalks shall be required at any location where the Supervisors determine that sidewalks are necessary for public safety and convenience. We recommend that the Township consider accessible sidewalk, curb ramps, and crosswalks where appropriate along the entire Airport Square Road frontage to be coordinated with The Village at Windsor development. We also recommend that accessible pedestrian connections from the interior areas of the site be provided to the road frontage.

C. Stormwater Management

Based on our review, the plan appears to comply with the Montgomery Township Stormwater Management Ordinance. Upon further development of the plans, additional items may become apparent.

D. General

1. The Applicant should obtain all required approvals, permits, declarations of restrictions and covenants, etc. (e.g. PADEP, PennDOT, MCPC, MCCD, Sewer Authority, Water Authority, Fire Marshal, etc.). Copies of these approvals and permits should be submitted to the Township and our office.
2. It is noted the applicant is pursuing an NPDES permit.
3. The Township refers to the 30 ft cartway between the subject development and Airport Square Shopping Center as "Airport Square Road". The plans should be revised to reference "Airport Square Road" rather than "General Hancock Boulevard".
4. We defer review of all landscaping, lighting, and traffic requirements to the Township Landscape Architect, Township Lighting Consultant, and Township Traffic Engineer, respectively.

In order to expedite the review process of the resubmitted plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

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

Sincerely,



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

JPD/SW/sl

cc: Lawrence J. Gregan, Manager – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Richard Lesniak, Director of Fire Services – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Ken Amey, AICP  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
Brad Fisher, P.E. – NWWA  
Lane P. Bodley, P.E. – Carroll Engineering Corporation  
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.



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

February 25, 2019

File No. 2019-02036

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

Reference: North Wales Water Authority – LDS 702W  
General Hancock Tank (E-1012) at Airport Square  
Final Land Development Application  
TMP# 46-00-01340-00-9

Dear Bruce:

Pursuant to your request, Gilmore & Associates, Inc. has performed a review of the Site Stormwater Management Analysis and the Preliminary and Final Land Development Application submitted for this project:

I. SUBMISSION

- A. Application for Subdivision & Land Development, dated February 6, 2019.
- B. General Hancock Tank (E-1012), as prepared by Carroll Engineering Corporation, dated August 6, 2018.
- C. Post-Construction Stormwater Management Narrative for the General Hancock Tank Project, as prepared by Carroll Engineering Corporation, dated December 3, 2018.

II. GENERAL

The North Wales Water Authority (NWWA) proposes construction of a 180 feet tall elevated "Hydropillar" water storage tank (AWWA D100) which shall be located 100 feet northeast from the intersection of Airport Square Road and General Hancock Boulevard, within the Airport Square Shopping Center, located in the LI Limited Industrial Zoning District. The 4.1 million gallon water tank will have a diameter of 90 feet at its base and a maximum diameter of 138 feet at the upper portion of the tank. The project site consists of a 1 acre permanent easement on Tax Map Parcel No. 46-00-01340-00-9, and a supplemental 1.6 acre temporary easement to allow for the construction/erection of the proposed tank. The proposed tank will also be accompanied by an access driveway and a stormwater facility at the rear of the tank. The total area of earth disturbance for the proposed project is 2.14 acres. This project was the subject of a Stipulated Agreement dated February 24, 2017.

III. REVIEW COMMENTS

A. Zoning Ordinance

Based on our review, the plan appears to comply with the Zoning Ordinance. It is noted that the height of the tank is addressed in the Stipulated Agreement dated February 24, 2017. Upon further development of the plans, additional items may become apparent.

B. Subdivision and Land Development Ordinance

Based on our review, the following item does not appear to comply with the current Montgomery Township Subdivision and Land Development Ordinance (SALDO). Upon further development of the plans, additional items may become apparent.

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

1. §205-28.D(2) – Disturbed areas which are to receive topsoil and seeding shall be restored with 8 inches of topsoil minimum. The standard topsoil note shall be reflected on Sheet 9 of 12.
2. §205-78.E, §205-79.A(3) & §205-79.B(3) – The applicant should review the enclosed memorandum regarding Recording Requirements for Plans and for Notary Acknowledgments and make any revisions necessary in order to record the plans.

C. Stormwater Management

Based on our review, the following items do not appear to comply with the Montgomery Township Stormwater Management Ordinance. Upon further development of the plans, additional items may become apparent.

1. It is recommended the proposed underdrain shall be designed with at least 1 foot of cover to ensure plant growth is possible. It is noted that the top elevation of the proposed cleanout is lower than the basin floor (452.47 vs 454).
2. A valve shall be installed in the outlet structure so that the underdrain pipe can remain closed and opened only if the basin does not function as designed. Otherwise the calculations in the stormwater report shall be modified to reflect discharge flows through the underdrain pipe installed.

D. General

1. The Applicant should obtain all required approvals, permits, declarations of restrictions and covenants, etc. (e.g. PADEP, PennDOT, MCPC, MCCD, Sewer Authority, Water Authority, Fire Marshal, etc.). Copies of these approvals and permits should be submitted to the Township and our office.
2. It is noted the applicant is pursuing an NPDES permit.
3. We defer review of all landscaping, lighting, and traffic requirements to the Township Landscape Architect, Township Lighting Consultant, and Township Traffic Engineer, respectively.

In order to expedite the review process of the resubmitted plan, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter.

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

Sincerely,



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

JPD/SW/sl

Enclosure: Dischell Bartle Dooley Memorandum dated November 14, 2014 Re: Recording Requirements for Plans and for Notary Acknowledgments Generally

cc: Lawrence J. Gegan, Manager – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Richard Lesniak, Director of Fire Services – Montgomery Township  
Frank R. Bartle, Esq., Solicitor – Dischell Bartle & Dooley, PC  
Ken Amey, AICP  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
Brad Fisher, P.E. – NWWA  
Lane P. Bodley, P.E. – Carroll Engineering Corporation  
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.



**Boucher & James, Inc.**  
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY  
INNOVATIVE ENGINEERING

Fountainville Professional Building  
1456 Ferry Road, Building 500  
Daylestown, PA 18901  
215-345-9400  
Fax 215-345-9401

2756 Rimrock Drive  
Stroudsburg, PA 18360  
570-629-0300  
Fax 570-629-0306

Mailing:  
P.O. Box 699  
Bartonville, PA 18321

559 Main Street, Suite 230  
Bethlehem, PA 18018  
610-419-9407  
Fax 610-419-9408

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

September 18, 2019

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

**SUBJECT: GENERAL HANCOCK TANK  
WAIVER REQUEST RESPONSE LETTER  
TOWNSHIP NO. LDS-702W  
PROJECT NO. 1955333R**

Dear Mr. Gregan:

Please be advised that we have reviewed the September 12, 2019 waiver request email prepared by Carroll Engineering. We offer the following comments for your consideration.

- A. SLDO Section 205-52.B: a waiver is requested "to provide perimeter evergreen plantings in lieu of the required softening buffer landscaping." *We have no objection to this waiver request as it appears that the landscaping proposed will be sufficient to meet the softening buffer ordinance intent and requirements. No fee-in-lieu is required.*
- B. SLDO Section 205-52.C: a waiver has been requested "from the required screen buffer along the boundary with the S Shopping Center District." *We have no objection to this waiver request as it appears that the perimeter landscaping proposed for this site will be sufficient to meet the screening requirement. No fee-in-lieu is required.*
- C. SLDO Section 205-52.C(2)(b): a waiver has been requested "from providing screen buffering for mechanical equipment." *We have no objection to this waiver request as it appears that the perimeter landscaping will be sufficient to meet the screening requirement. No fee-in-lieu is required.*
- D. SLDO Section 205-52.F(6): a waiver has been requested "from the requirement that one (1) shade tree and two (2) shrubs be provided for each 30 LF of stormwater management facility perimeter." *We have no objection to this waiver provided a fee-in-lieu is provided for the deficient plant material. The plan is deficient by a total of ten (10) shade trees and twenty (20) shrubs. 10 Shade trees x \$600 = \$6,000. 20 Shrubs x \$90 = \$1,800. Total fee-in-lieu for stormwater management facility landscaping = \$7,800.00.*
- E. SLDO Section 205-52.G(1)(b): a waiver has been requested "from the requirement that one (1) shade tree be provided for each 5,000 SF of gross floor area to meet the individual lot landscape requirements." *We have no objection to this waiver request provided a fee-in-lieu is provided for the deficient plant material. 2 Shade Trees x \$600 = \$1,200.00.*

Mr. Lawrence Gregan, Township Manager  
General Hancock Tank  
September 18, 2019  
Page 2 of 2

F. SLDO Section 205-53.C: a waiver has been requested “from the requirement that a total of ten (10) replacement trees be provided.” ***We have no objection to this waiver request provided a fee-in-lieu is provided for the deficient plant material. 10 Replacement Trees x \$500 = \$5,000.00.***

Sincerely,



Judith Stern Goldstein, ASLA, R.L.A.  
Managing Director



Valerie L. Liggett, ASLA, R.L.A.  
ISA Certified Arborist®  
Planner/Landscape Architect

JSG/vll/kam

ec: Board of Supervisors  
Planning Commission  
Bruce Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer  
Mary Gambino, Project Coordinator  
Frank R. Bartle, Esq., Dischell Bartle & Dooley, PC  
James P. Dougherty, P.E., Gilmore & Associates, Inc.  
Kevin Johnson, P.E., Traffic Planning & Design  
Ken Amey, AICP

P:\2019\1955333R\Documents\Correspondence\Review Letters\Waiver 001.doc



**Boucher & James, Inc.**  
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERING

1455 Ferry Road, Union, PA 15084  
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2756 Brimack Drive  
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Fax: 610-429-0301

Mailbox:  
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Hazleton, PA 17821

559 Main Street, Suite 300  
Hollidaysburg, PA 17033  
814-419-9400  
Fax: 814-419-9401

www.bjeng.com

August 29, 2019

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

RECEIVED

SEP 04 2019

MONTGOMERY TOWNSHIP

**SUBJECT: GENERAL HANCOCK TANK  
WAIVER OF LAND DEVELOPMENT REQUEST  
TOWNSHIP NO. LDS-702W  
PROJECT NO. 1955333R**

Dear Mr. Gregan:

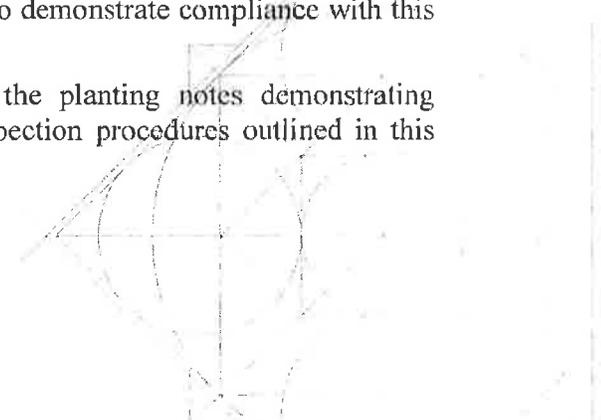
Please be advised that we have reviewed the submission provided in support of the requested Waiver of Land Development for the North Wales Water Authority General Hancock Tank. The tank is proposed to be located across Airport Square Road from the Toys 'R Us building in the Airport Square shopping center, adjacent to the Glasgow quarry. The submitted plan set was prepared by Carroll Engineering Corporation and is dated August 6, 2018 and was last revised on July 25, 2019. The site is located within the LI Limited Industrial District.

The applicant proposes the construction of a water tank within the boundaries of a proposed water tank easement within the lands of Airport Square Shopping Associates. A water tank, fencing, an evergreen buffer, a driveway with a parking space/turn around, and a stormwater infiltration basin are proposed.

We offer the following comments for your consideration:

1. General Requirements

- a. SLDO 205-49.F: note No. 29 of the Planting Notes shall be revised to specify that all plant material shall be pruned in accordance with ANSI A300 pruning standards.
- b. SLDO 205-49.G requires that plant material be guaranteed for 18 months from the day of final approval of the landscape installation by the Township Landscape Architect, Township Shade Tree Commission, or the Township Engineer. Note No. 33 of the Planting Notes shall be revised to demonstrate compliance with this requirement.
- c. SLDO205-49.H: a note shall be added to the planting notes demonstrating compliance with the end of maintenance inspection procedures outlined in this section.



2. Planting Requirements

- a. SLDO 205-52.B: A waiver has been requested to provide perimeter evergreen plantings in lieu of the required softening buffer landscaping. It appears that the landscaping proposed will be sufficient to meet the softening buffer ordinance requirements.
- b. SLDO 205-52.C: A waiver has been requested from the required screen buffer along the boundary with the S Shopping Center District. It appears that the perimeter landscaping proposed for this site will be sufficient to meet the screening requirement.
- c. SLDO 205-52.C.2.b: A waiver has been requested from providing screen buffering for mechanical equipment. It appears that the perimeter landscaping proposed for this site will be sufficient to meet the screening requirement.
- d. SLDO 205-52.F(6): One (1) shade tree and two (2) shrubs are required for each 30 LF of stormwater management facility perimeter. Approximately 300 LF of basin perimeter are proposed. Therefore, a total of ten (10) shade trees and twenty (20) shrubs are required. A waiver has been requested from the stormwater management landscape requirements due to the proposed evergreen screen plantings, existing vegetation and the location of the tower overhang being prohibitive to landscaping.
- e. SLDO 205-52.G(1)(b) and Table 1: One (1) shade tree is required for each 5,000 SF of gross floor area to meet individual lot landscape requirements. A waiver has been requested from the individual lot landscaping requirement. The plans shall be revised to indicate the square footage of the proposed water tank base, in order to indicate the extent of the waiver requested.
- f. SLDO 205-53.C: a total of ten (10) replacement trees are required. It appears, based on the landscape requirements chart, that the applicant intends for the evergreen trees used to meet softening buffer requirements to also count toward the replacement tree requirements. 'Double-counting' of plant material to meet multiple landscape requirements is not permitted. The ten (10) required replacement trees shall be provided, or a waiver would be required.

3. General Comments

- a. A tree protection fencing detail has been provided. However, the applicant intends to use chain link construction fencing at the perimeter of the site. The tree protection fencing detail should be removed.
- b. The tree planting details shall be revised to specify that brightly colored flagging be attached to the guy wires for the purposes of safety.
- c. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

Mr. Lawrence Gregan, Township Manager  
General Hancock Tank  
August 29, 2019  
Page 3 of 3

Please do not hesitate to contact me if you have any questions or require further information.

Sincerely,



Judith Stern Goldstein, ASLA, R.L.A.  
Managing Director



Valerie L. Liggett, ASLA, R.L.A.  
ISA Certified Arborist®  
Planner/Landscape Architect

JSG/vll/kam

Cc: Board of Supervisors  
Planning Commission  
Bruce Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer  
Mary Gambino, Project Coordinator  
Frank R. Bartle, Esq., Dischell Bartle & Dooley, PC  
James P. Dougherty, P.E., Gilmore & Associates, Inc.  
Kevin Johnson, P.E., Traffic Planning & Design  
Ken Amey, AICP  
Brad Fisher, P.E., North Wales Water Authority  
Lane P. Bodley, P.E., Carroll Engineering  
Bernard S. Panzak, Jr., Glackin ThomasPanzak, Inc.



# Boucher & James, Inc.

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Shrewsbury, PA 18360  
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Mailbag  
P.O. Box 599  
Doylestown, PA 18037

559 Main Street, Suite 250  
Bethlehem, PA 18018  
610-415-9400  
Fax: 610-415-9400

www.bjengineers.com

June 20, 2019

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

RECEIVED

JUN 25 2019

MONTGOMERY TOWNSHIP

**SUBJECT: GENERAL HANCOCK TANK  
WAIVER OF LAND DEVELOPMENT REQUEST  
TOWNSHIP NO. LDS-702W  
PROJECT NO. 1955333R**

Dear Mr. Gregan:

Please be advised that we have reviewed the submission provided in support of the requested Waiver of Land Development for the North Wales Water Authority General Hancock Tank. The tank is proposed to be located across Airport Square Road from the Toys 'R Us building in the Airport Square shopping center, adjacent to the Glasgow quarry. The submitted plan set was prepared by Carroll Engineering Corporation and is dated August 6, 2018 and was last revised on May 20, 2019. The site is located within the LI Limited Industrial District.

The applicant proposes the construction of a water tank within the boundaries of a proposed water tank easement within the lands of Airport Square Shopping Associates. A water tank, fencing, an evergreen buffer, a driveway with a parking space/turn around, and a stormwater infiltration basin are proposed.

We offer the following comments for your consideration:

1. General Requirements

- a. SLDO 205-49.C requires that all landscape plans be prepared by a landscape architect registered by the Commonwealth of Pennsylvania. The plans shall be revised to demonstrate compliance with this requirement, or a waiver would be required.
- b. SLDO 205-49.F requires that all plant material be installed in accordance with the standards outlined in Appendix C. The plan notes and details shall be revised to include the notes specified in Appendix C and to demonstrate compliance with the details shown, or a waiver would be required.
- c. SLDO 205-51.A(18) A detailed cost estimate shall be included and attached to the final landscape plan submission for the preparation of the land development agreement. The unit costs for plant material shall include costs for materials, labor and guaranty and shall be so stated on the estimate provided.

- d. SLDO 205-51.A(19): tree protection fencing shall be provided adjacent the woodline where there is a break in the proposed temporary chain link construction fence.

2. Planting Requirements

- a. SLDO 205-52.B: A waiver has been requested to provide perimeter evergreen plantings in lieu of the required softening buffer landscaping. It appears that the landscaping proposed will be sufficient to meet the softening buffer ordinance requirements.
- b. SLDO 205-52.C: A waiver has been requested from the required screen buffer along the boundary with the S Shopping Center District.
- c. SLDO 205-52.C.2.b: A waiver has been requested from providing screen buffering for mechanical equipment. It appears that the perimeter landscaping proposed for this site will be sufficient to meet the screening requirement.
- d. SLDO 205-52.F: A waiver has been requested from the stormwater management landscape requirements due to the proposed evergreen screen plantings, existing vegetation and the location of the tower overhang being prohibitive to landscaping.
- e. SLDO 205-52.G: A waiver has been requested from the individual lot landscaping requirement.

3. Preservation, Protection and Replacement of Trees

- a. SLDO 205-53.B(2): a note shall be added to the plan requiring that should it become necessary to disturb more than 1/4 of the total root area of a tree, the tree will no longer be considered to be preserved and must be replaced.
- b. SLDO 205-53.B(3): a note shall be added to the plan indicating that at the direction of the Township Engineer, Township Shade Tree Commission or Township Landscape Architect, existing trees which have not been adequately protected are to be removed and replaced.
- c. SLDO 205-53.C and 205-54: the plans shall be revised to provide calculations and demonstrate compliance with the tree preservation and replacement requirements provided in these sections. Any trees proposed to be removed that are 8" caliper or greater shall be included in the calculations. The response letter provided indicates that on-site replacement of trees may not be feasible but that fee-in-lieu or planting the trees elsewhere in the Township may be appropriate. The plans should be revised to provide the calculations demonstrating the quantity of replacement trees required. A waiver will be required.

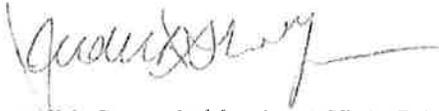
4. General Comments

- a. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

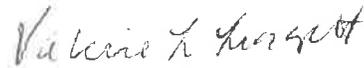
Mr. Lawrence Gregan, Township Manager  
General Hancock Tank  
June 20, 2019  
Page 3 of 3

Please do not hesitate to contact me if you have any questions or require further information.

Sincerely,



Judith Stern Goldstein, ASLA, R.L.A.  
Managing Director



Valerie L. Liggett, ASLA, R.L.A.  
ISA Certified Arborist®  
Planner/Landscape Architect

JSG/vll/kam

Cc: Board of Supervisors  
Planning Commission  
Bruce Shoupe, Director of Planning and Zoning  
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[www.bjengineers.com](http://www.bjengineers.com)

February 27, 2019

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

**SUBJECT: GENERAL HANCOCK TANK  
WAIVER OF LAND DEVELOPMENT REQUEST  
TOWNSHIP NO. LDS-702W  
PROJECT NO. 1955333R**

Dear Mr. Gregan:

Please be advised that we have reviewed the submission provided in support of the requested Waiver of Land Development for the North Wales Water Authority General Hancock Tank. The tank is proposed to be located across General Hancock Boulevard from the Toys 'R Us building in the Airport Square shopping center, adjacent to the Montgomery Stone quarry. The submitted plan set was prepared by Carroll Engineering Corporation and is dated August 6, 2018. The site is located within the LI Limited Industrial District.

The applicant proposes the construction of a water tank within the boundaries of a proposed water tank easement within the lands of Airport Square Shopping Associates. Fencing, an evergreen buffer, a driveway with a parking space/turn around, and a stormwater infiltration basin are proposed.

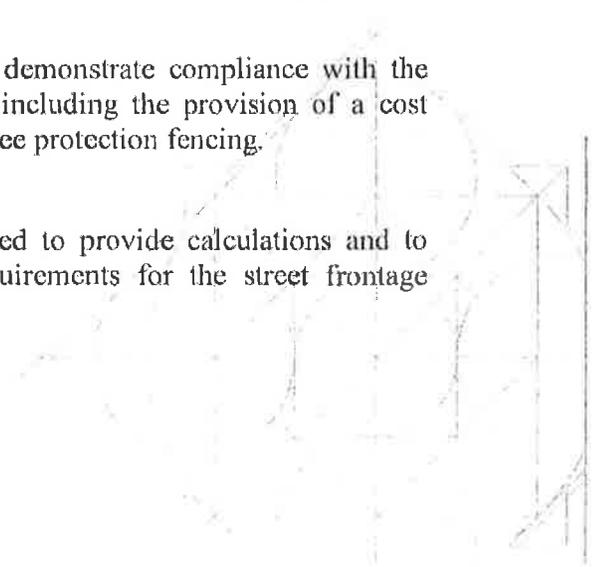
We offer the following comments for your consideration:

1. General Requirements

- a. SLDO 205-49: the plans shall be revised to demonstrate compliance with the General landscape plan requirements provided in this section, including guaranty and inspection requirements.
- b. SLDO 205-51: the plans shall be revised to demonstrate compliance with the Landscape Plan requirements in this section including the provision of a cost estimate and showing the limits of temporary tree protection fencing.

2. Planting Requirements

- a. SLDO 205-52.A.1.c: the plans shall be revised to provide calculations and to demonstrate compliance with street tree requirements for the street frontage adjacent the proposed improvements.



- b. SLDO 205-52.B: the plans shall be revised to provide calculations and to demonstrate compliance with the softening buffer requirements for the property boundaries adjacent the proposed improvements.
  - c. SLDO 205-52.C: the plans shall be revised to provide calculations and to demonstrate compliance with the screen buffer requirements for the property boundary with the S Shopping Center District.
  - d. SLDO 205-52.C.2.b: Any loading, outside storage areas or mechanical equipment shall be screened from streets in compliance with the requirements of this section.
  - e. SLDO 205-52.F: the plans shall be revised to provide calculations and demonstrate compliance with the stormwater management facility landscaping requirements provided in this section.
  - f. SLDO 205-52.G: the plans shall be revised to provide calculations and demonstrate compliance with the individual lot landscaping requirements provided in this section.
3. Preservation, Protection and Replacement of Trees
- a. SLDO 205-53.B(2): a note shall be added to the plan requiring that should it become necessary to disturb more than 1/4 of the total root area of a tree, the tree will no longer be considered to be preserved and must be replaced.
  - b. SLDO 205-53.B(3): a note shall be added to the plan indicating that at the direction of the Township Engineer, Township Shade Tree Commission or Township Landscape Architect, existing trees which have not been adequately protected are to be removed and replaced.
  - c. SLDO 205-53.C and 205-54: the plans shall be revised to provide calculations and demonstrate compliance with the tree preservation and replacement requirements provided in these sections. Any trees proposed to be removed that are 8" caliper or greater shall be included in the calculations.
  - d. Tree Protection Fencing shall be provided around all trees to be preserved in the vicinity of construction and improvements, including trees in woodland groupings. Trees that will have more than ¼ of their canopy area disturbed due to the proposed improvements shall be indicated as to be removed and included in the tree replacement calculations.
4. Recommended Plant List and Planting Standards and Guidelines
- a. SLDO 205-56: proposed plants shall be provided in accordance with the species, size, quality, and structural requirements for each plant type as indicated in the Recommended Plant List.
  - b. SLDO Appendix C: details and specifications demonstrating compliance with the requirements provided in this appendix shall be added to the landscape plan.

Mr. Lawrence Gregan, Township Manager  
General Hancock Tank  
February 27, 2019  
Page 3 of 3

5. General Comments

- a. A note shall be added to specify that tree protection fencing shall be in place, inspected, and approved by the Township Landscape Architect prior to any site disturbance.
- b. The plans propose the use of Dark American Arborvitae for screening purposes. This tree is highly susceptible to deer browse. We recommended that an alternate more deer-resistant variety of evergreen tree be selected.
- c. The plant list states that eighty-five (85) Dark American Arborvitae are proposed. However, only eighty-one (81) are shown in the plan. The plan should be revised to correct this discrepancy.
- d. The plans should be revised to provide a note indicating that if a plant species or other substitution is made without receiving prior substitution request approval from the Township, the unapproved plants will be rejected upon inspection. All plant substitution requests should be forwarded in writing to this office for review and approval.
- e. A detailed response letter addressing the above noted comments and any other changes to the plans should be included with future submissions.

Please do not hesitate to contact me if you have any questions or require further information.

Sincerely,

  
Judith Stern Goldstein, ASLA, R.L.A.  
Managing Director

  
Valerie L. Liggett, ASLA, R.L.A.  
ISA Certified Arborist®  
Planner/Landscape Architect

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cc: Board of Supervisors  
Planning Commission  
Bruce Shoupe, Director of Planning and Zoning  
Marianne McConnell, Deputy Zoning Officer  
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Brad Fisher, P.E., North Wales Water Authority  
Lane P. Bodley, P.E., Carroll Engineering

**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 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP  
EXECUTIVE DIRECTOR

June 10, 2019

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

Re: MCPC #19-0039-002  
Plan Name: North Wales Water Authority Tank  
(1 lot comprising 41 acres)  
Situate: Horsham Road, near North Wales Road  
Montgomery Township

Dear Mr. Shoupe:

We have reviewed the above-referenced land development plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on May 28, 2019. We forward this letter as a report of our review.

## **BACKGROUND**

The applicant, North Wales Water Authority, proposes to construct a public water storage tank on a 1-acre easement of a larger 41 acre parcel owned by Airport Square Shopping Associates. This water tank would be located on the south corner of the parcel, near the intersection of General Hancock Boulevard and Airport Square. The parcel is in the LI-Limited Industrial zone. An access driveway is proposed off of General Hancock Boulevard, with an infiltration basin located between the water tank and a drainage easement behind the property. The MCPC previously reviewed this site proposal on March 4, 2019; Carroll Engineering Company submitted a letter to Montgomery Township on May 20, 2019 responding to the MCPC's comments on site layout and plant varieties.

## **RECOMMENDATION/CONCLUSION**

The Montgomery County Planning Commission (MCPC) generally supports the applicant's revised proposal, and appreciates that the applicant's engineer took the time to draft a response to our previously stated concerns. We offer no additional comments at this time.



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 (#19-0039-002) on any plans submitted for final recording.

Sincerely,



Matthew Popek, Senior Transportation Planner  
[mpopek@montcopa.org](mailto:mpopek@montcopa.org) - 610-278-3730

c: North Wales Water Authority, Applicant  
Lawrence Gregan, Twp. Manager  
Jay Glickman, Chrm., Twp. Planning Commission

Attachments: Aerial Photograph of Site  
Land Development Plan





**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 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP  
EXECUTIVE DIRECTOR

March 4, 2019

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

Re: MCPC #19-0039-001  
Plan Name: North Wales Water Authority Tank  
(1 lot comprising 41 acres)  
Situate: Horsham Road, near North Wales Road  
Montgomery Township

Dear Mr. Shoupe:

We have reviewed the above-referenced land development plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 8, 2019. We forward this letter as a report of our review.

## BACKGROUND

The applicant, North Wales Water Authority, proposes to construct a public water storage tank on a 1-acre easement of a larger 41 acre parcel owned by Airport Square Shopping Associates. This water tank would be located on the south corner of the parcel, near the intersection of General Hancock Boulevard and Airport Square. The parcel is in the LI-Limited Industrial zone. An access driveway is proposed off of General Hancock Boulevard, with an infiltration basin located between the water tank and a drainage easement behind the property. There are 85 Dark American Arborvitae plantings proposed to roughly surround the tank and access driveway area.

## COMPREHENSIVE PLAN COMPLIANCE

Montgomery Township's 2008 Comprehensive Plan Update identifies this 41 acre parcel as Special Area A, with the following comment: "Currently zoned industrial, this vacant land area has some open space opportunities, is centrally located in the township, bounded by roads on three sides, and adjacent to the new town center area." The Township's 2015 Bicycle/Pedestrian Network Connectivity Assessment Prioritized Implementation Plan identifies the stretch of General Hancock Boulevard in front of this proposal as a "Potential Bike Path", which



would connect a proposed on-road bike route on North Wales Road to the 202 Parkway paved trail. We believe that the project can be compatible with the Township's plans if designed and implemented properly.

Montgomery County's comprehensive plan, *Montco 2040: A Shared Vision*, calls for the county to "work with water suppliers...and local municipalities to match water supply areas, sewer service areas, and Designated Growth Areas", as well as "advocate with water authorities to protect water sources and encourage water conservation" and to "support a modern, resilient, green, and energy-efficient infrastructure network". This project is compatible with *Montco 2040*.

## 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 municipality may wish to consider prior to final plan approval. Our comments are as follows:

## REVIEW COMMENTS

### SITE ACCESS

The MCPC has previously discussed with Montgomery Township representatives the possibility of future development on this larger parcel. In order to accommodate future development, and to better lay out a cohesive roadway network, we strongly recommend the applicant to relocate the access driveway; a fourth leg of the General Hancock/Airport Square intersection should be constructed into the Airport Square Shopping Associates parcel, with an access driveway located off of the new roadway extension. This will prevent an offset intersection into General Hancock Boulevard with Airport Square and can allow the township to start developing concepts for the bike path along General Hancock Boulevard without needing to cross an exceptionally wide tank access driveway. Notations are provided on the Site Improvement Plan for "Edge of Future Roadway", so the applicant should be able to design the access while keeping in mind future developments.

### LANDSCAPE DESIGN

The MCPC recommends at least three different varieties of plant species to be implemented in a proposal such as this, in order to promote biodiversity and attractive views. In addition, the label for proposed plantings should be added to the legend on the Site Improvement Plan.

## CONCLUSION

We wish to reiterate that MCPC supports the applicant's proposal, but we believe that our suggested revisions will better achieve Montgomery Township's planning objectives for utility development.

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 (#19-0039-001) on any plans submitted for final recording.

Sincerely,



Matthew Popek, Senior Transportation Planner  
[mpopek@montcopa.org](mailto:mpopek@montcopa.org) - 610-278-3730

c: North Wales Water Authority, Applicant  
Lawrence Gregan, Twp. Manager  
Jay Glickman, Chrm., Twp. Planning Commission

Attachments: Aerial Photograph of Site  
Land Development Plan

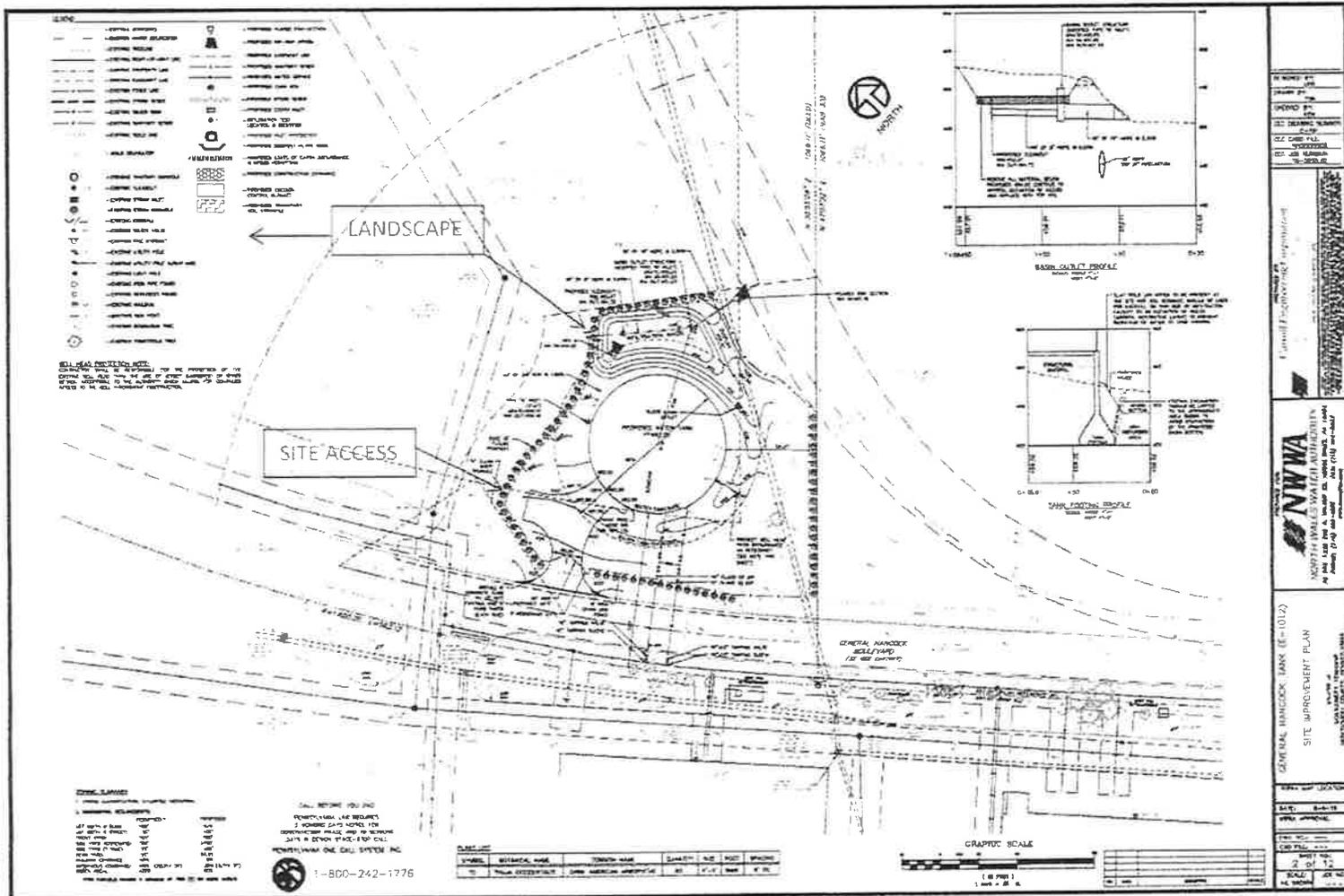
*Aerial – North Wales Water Authority, Montgomery Township*

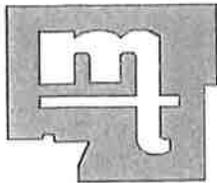


**North Wales Water Authority Tank**  
190039001

Montgomery  
County  
Planning  
Commission  
Montgomery County Courthouse Planning Commission  
500 S. 3rd St., Harrisburg, PA 17101  
P: 717.254.3300 F: 717.254.3301  
www.montco.org/planning  
Montgomery County Courthouse Planning Commission

Site Plan – North Wales Water Authority, Montgomery Township





## ***MEMORANDUM***

**TO:** Board of Supervisors

**FROM:** Planning Commission  
Jay Glickman, Chairman

**DATE:** September 19, 2019

**RE:** North Wales Water Authority – Hydropillar Water Storage Tank – LDS 702W

The Planning Commission has reviewed the above land development plan and would recommend to the Board of Supervisors that this plan be approved, subject to satisfactory compliance with all comments of the Township's review agencies.

The motion further stated that the waiver request would be determined by the Board of Supervisors based upon the recommendation of the Township's consultants.

**ZONING ORDINANCE  
PLAN REVIEW  
North Wales Water Authority**

DATE: July 8, 2019

PLAN REVIEW – North Wales Water Authority - 702W  
LD/S # 702W – Waiver of Formal Land Development Application Requested

DEVELOPMENT NAME: North Wales Water Authority      LOCATION: Airport Road

LOT NUMBER & SUBDIVISION: 1

ZONING DISTRICT: I- Limited Industrial

PROPOSED USE: Elevated Water Storage Tank - Hydropillar

ZONING HEARING BOARD APPROVAL REQUIRED? No

CONDITIONAL USE APPROVAL REQUIRED? No

ZHB

Stipulated Court Agreement? Y

	Proposed	Required	Approved	Not Approved	WAIVER REQUEST
USE	Elevated Water Storage Tank		X		
HEIGHT	<180 feet	Max 180 ft.	X		
LOT SIZE	2.00 Ac +/-	Min 2 Ac	X		
SETBACKS					
FRONT	100 ft.	100 ft.	X		
SIDES	100 ft.	25 ft. min	X		
REAR	59.21 ft.	50 ft.	X		
BUFFERS					X
SOFTENING	Waivers Requested	25 ft.			X
BUILDING COVERAGE	19.6%	Max 40%	X		
IMPERVIOUS COVERAGE	20%	Max 65%	X		
GREEN AREA	80%	Min 35%	X		

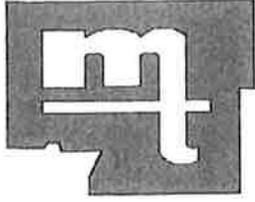
ADDITIONAL COMMENTS

Stipulated Court Agreement recorded for Village at Windsor Land Development

**A note should be placed on Record Plan - Wireless Telecommunication equipment is prohibited on Water Tank**

  
ZONING OFFICER

7.8.19  
DATE



**MONTGOMERY TOWNSHIP**  
**DEPARTMENT OF FIRE SERVICES**  
1001 STUMP ROAD  
MONTGOMERYVILLE, PA 1 18936-9605  
Telephone: 215-393-6935 • Fax: 215-699-1560  
email: rlesniak@montgomerytp.org  
www.montgomerytp.org

**RICHARD M. LESNIAK**  
DIRECTOR OF FIRE SERVICES  
FIRE MARSHAL  
EMERGENCY MANAGEMENT  
COORDINATOR

**FIRE MARSHALS OFFICE:**  
215-393-6936

September 18, 2019

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

Re: North Wales Water Authority Tank (General Hancock Tank)

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed land development plans of the North Wales Water Authority Tank (General Hancock Tank) Dated: February 8, 2019

Using the 2009 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

**505.1 Address identification.** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 05. Inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure.

#### **GENERAL COMMENTS**

1. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.
2. Fire Department key boxes (Knox Box) SHALL be provided on buildings at an approved location. Knox Box forms are available through the Fire Marshals or Code Enforcement Office.

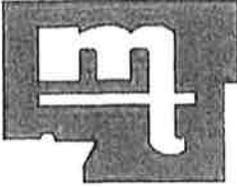
The Fire Marshal's Office recommends that the proposed development be approved when the recommended items are shown.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Richard M. Lesniak Director of Fire Services

Cc: Lawrence J. Gregan, Manager – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Ken Amey, AICP  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
James Dougherty, P.E., - Gilmore & Associates, Inc.



**MONTGOMERY TOWNSHIP**  
**DEPARTMENT OF FIRE SERVICES**  
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Telephone: 215-393-6935 • Fax: 215-699-1560  
email: riesniak@montgomerytp.org  
www.montgomerytp.org

**RICHARD M. LESNIAK**  
DIRECTOR OF FIRE SERVICES  
FIRE MARSHAL  
EMERGENCY MANAGEMENT  
COORDINATOR  
**FIRE MARSHALS OFFICE:**  
215-393-6936

February 19, 2019

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

Re: North Wales Water Authority Tank (General Hancock Tank)

Dear Bruce:

Thank you for allowing the Fire Marshal's Office to comment on the proposed land development plans of the North Wales Water Authority Tank (General Hancock Tank) dated February 8, 2019

Using the 2009 edition of the International Fire Code for guidance, the Fire Marshal's Office offers the following comments:

**505.1 Address identification.** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 05. Inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure.

#### **GENERAL COMMENTS**

1. Any gas services that are accessible/vulnerable to vehicular traffic SHALL have approved vehicle impact protection installed.
2. Fire Department key boxes (Knox Box) SHALL be provided on buildings at an approved location. Knox Box forms are available through the Fire Marshals or Code Enforcement Office.

The Fire Marshal's Office recommends that the proposed development be approved when the recommended items are shown.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Richard M. Lesniak Director of Fire Services

Cc: Lawrence J. Gregan, Manager – Montgomery Township  
Marianne McConnell, Deputy Zoning Officer – Montgomery Township  
Ken Amey, AICP  
Judith Stern Goldstein, ASLA, R.L.A. – Boucher & James, Inc.  
Kevin Johnson, P.E. – Traffic Planning & Design, Inc.  
James Dougherty, P.E., - Gilmore & Associates, Inc.



MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the execution of the grant agreement from the Commonwealth Financing Authority to receive funding from the Greenways, Trail and Recreation Program for the Friendship Park Project.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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

Contract No: C000072560

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY**

**GREENWAYS, TRAILS, AND RECREATION PROGRAM  
GRANT AGREEMENT**

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**MONTGOMERY TOWNSHIP  
1001 Stump Road  
Montgomeryville PA 18936**

(the "Grantee").

**BACKGROUND:**

Section 2315(a.1)(1)(iv) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **SEVENTY THOUSAND DOLLARS (\$70,000.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II  
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2022**, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

**ARTICLE III  
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **SEPTEMBER 17, 2019** and **JUNE 30, 2022** (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
  - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
  - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
  - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable

federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (7) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- (8) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (9) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (10) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any

of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at [http://www.dgsweb.state.pa.us/DebarmentList\\_portlet/](http://www.dgsweb.state.pa.us/DebarmentList_portlet/) or contacting the:

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

- (d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

- (e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the

benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

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

(f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) Contractor Integrity Provisions:

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

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(A) "Affiliate" means two or more entities where:

- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
- (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
- (iii) the entities have a common proprietor or general partner.

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

(C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.

- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (E) "Financial Interest" means either:
    - (i) Ownership of more than a five percent interest in any business; or
    - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  
- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
  
- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by

any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for

occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
  
- (J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in

addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

#### **ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

#### **ARTICLE VII INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

#### **ARTICLE VIII INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

#### **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

#### **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant

funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

### **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed [*in part*] by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority." Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

### **ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS**

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

#### **ARTICLE XVII ENTIRE AGREEMENT**

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make

major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

#### **ARTICLE XIX SEVERABILITY**

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

#### **ARTICLE XX CONSTRUCTION**

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

#### **ARTICLE XXI NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

**IN WITNESS WHEREOF** the parties hereunto have set their hands and seals on:

WITNESS:

**MONTGOMERY TOWNSHIP**

GRANTEE: Please sign & complete at "X's" only



X "[Signature Affixed Electronically – see last page]"

X "[Signature Affixed Electronically – see last page]"

For Authority signatures only



**Commonwealth Financing Authority**

"[Signature Affixed Electronically – see last page]"  
Executive Director

For Commonwealth signatures only



**Approved as to Legality and Form**

"[Signature Affixed Electronically – see last page]"  
Authority Counsel

"[Signature Affixed Electronically – see last page]"  
Office of Attorney General



COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY

September 26, 2019

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

Re: Greenways, Trails, and Recreation Program  
(GTRP)  
Grant \$70,000  
Friendship Park Renovation Project

Dear Mr. Gregan:

I am pleased to inform Montgomery Township (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held September 17, 2019, approved your application (*the "Application"*) for a grant in an amount up to SEVENTY THOUSAND DOLLARS (\$70,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for construction, engineering, inspection and administrative costs associated with the Friendship Park Renovation project (*the "Project"*) at the property located in Montgomery Township, Montgomery County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and a certificate of insurance.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.
3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
5. Compliance with the program guidelines.

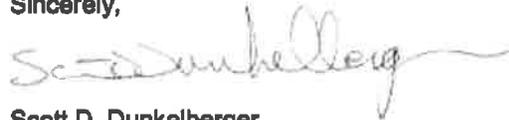
Appendix A & B  
C000072580  
Page 1 of 5

6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. The Applicant will be required to submit a copy of any reports prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made.

Exhibit B further describes the procedure to access the Grant funds after all of the necessary conditions are met.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245.

Sincerely,



Scott D. Dunkelberger  
Executive Director

## **EXHIBIT A**

### **PREVAILING WAGE ACT**

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw). From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

Information on applying for prevailing wage rates can be found at:

<http://www.dli.pa.gov/Individuals/Labor-Management-Relations/lc/prevailing-wage/Pages/default.aspx>.

## **EXHIBIT B**

### **INSTRUCTIONS FOR RECEIVING GRANT FUNDS**

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment of your Grant, as required by applicable law. Listed below are the steps you must follow.

#### **GRANT AGREEMENT**

The signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

#### **Payment of Funds**

Submit to the CFA all executed construction contracts, invoices, and any other applicable documents related to the Project. All contracts must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter.

Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.

The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance and to name the CFA as an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

When you have submitted the required documents to this office, complete the payment request form following the sample provided and return it to this office. The payment request will take from 2-3 weeks to process.

## **PAYMENT REQUESTS**

The CFA requires the Applicant to provide completed payment request forms and accompanying invoices verifying the costs incurred for the Project. Grant funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting reimbursement of any eligible costs after the receipt of the fully executed grant agreement. Funds will be disbursed at 85% of actual approved costs incurred.

The Applicant should continue to submit payment requests. Each subsequent payment request must be accompanied by invoices verifying costs incurred. Final invoices must be submitted following the completion of the Project for costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.

**NOTE:** Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

## **FINAL INSTRUCTIONS**

All payment requests and invoices must be submitted no later than the 1<sup>st</sup> day of the second month after the expiration date.

Should you have any questions, do not hesitate to contact:

PA Department of Community and Economic Development  
Site Development Office  
Commonwealth Keystone Building  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225  
Telephone: (717) 787-6245

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Authorization to Advertise for Bids- Township Facility Trash and Recyclable Material Collection and Disposal

MEETING DATE: October 15, 2019 ITEM NUMBER: #12.

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: Stacy Crandell Assistant to the Township Manager  BOARD LIAISON: Michael J. Fox Board Chairman

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**BACKGROUND:**

In 2014, the Township awarded a bid for Township Facility Trash and Recyclable Material Collection and Disposal to Republic Services for a contract ending December 2016. Since end of the contract, the Township has continued to receive services from Republic with no current agreement and the costs have been on the rise.

Attached are specifications to solicit bids for the required collections with alternative bids for a one, two or three year contract. The Township Solicitor reviewed the bid specifications. The bids are scheduled to be opened on Thursday, November 7, 2019 at 10AM.

**ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:** None.

**PREVIOUS BOARD ACTION:** None.

**ALTERNATIVES/OPTIONS:** None.

**BUDGET IMPACT:**  
Potential cost savings.

**RECOMMENDATION:**  
Authorize the Township Manager to Advertise for Bids for Township Facility Trash and Recyclable Material Collection and Disposal.

**MOTION/RESOLUTION:**  
BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize the Township Manager to Advertise for Bids for Township Facility Trash and Recyclable Material Collection and Disposal.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

<b><u>ROLL CALL:</u></b>				
Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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



**MONTGOMERY TOWNSHIP BID SPECIFICATIONS 2019**

**TOWNSHIP FACILITIES WASTE & SINGLE STREAM  
RECYCLABLE MATERIALS  
COLLECTION & DISPOSAL**

Bidding Instructions

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Outline of Specifications

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Proposal

Bid Opening: November 7, 2019 at 10:00 AM  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

## Montgomery Township Bid Specification 2019

### NOTICE TO BIDDERS

Sealed bids will be received at the Montgomery Township Building, 1001 Stump Road, Montgomeryville, PA 18936, until 10:00 AM on Thursday, November 7, 2019. The bids shall be publicly opened and read aloud at 10:00 AM on the same day, for the following:

### **TOWNSHIP FACILITIES WASTE & SINGLE STREAM RECYCLABLE MATERIALS COLLECTION & DISPOSAL**

Bid Specification, Bid Proposal Response Forms and Instructions to Bidders may be obtained at the Township Building, between 8:30 AM and 4:30 PM, Monday through Friday or on the Township's website, [www.montgomerytp.org](http://www.montgomerytp.org).

Bid shall be accompanied by a bid deposit in the form of a Certified Check or Bid Bond, in an amount not less than ten percent (10%) of the Bid and made payable to the Montgomery Township Board of Supervisors.

The successful bidder will be required to furnish separate performance bonds with corporate surety and/or binding letter of intent issued by companies authorized to do business in the Commonwealth of Pennsylvania, as identified in the Bid Specification, to secure the faithful performance and maintenance of the Bid Specification.

Bid shall be enclosed in a sealed envelope, marked on the outside "BID SPECIFICATION-  
2020-1 Township Facilities Waste & Single Stream Recyclable Materials Collection and  
Disposal".

It shall be the responsibility of the bidder to thoroughly familiarize themselves with the work outlined in the Bid Specification.

The Board of Supervisors reserves the right to reject any or all bids, to waive informalities, or to take such action as it may deem to be in the best interest of the Township and as may be permitted by law.

Prior to awarding the Bid Specification, bids may be held by the Township for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the Bid Proposal Responses and investigation of bidder qualifications. During this period, no bid may be withdrawn.

# Montgomery Township Bid Specification 2019

## I. INSTRUCTIONS TO BIDDERS

### A. Scope of Work:

The work to be performed shall consist of collection and disposal of municipal waste and single stream recyclable materials as defined herein, from facilities of Montgomery Township Montgomery County, Pennsylvania (hereinafter referred to as "Township").

### B. Examination of Township:

Bidders shall inspect the Township facilities so that they make their own judgment with respect to all the circumstances affecting the cost of the services in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden or foreseeable.

### C. Specifications and Documents:

Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required.

### D. Scope and Area of Collection:

The award of the Bid will require the successful bidder to supply all of the labor, tools, machinery, plant and equipment, including receptacles as defined herein, and to perform all the work of collecting, removing, hauling and disposal of municipal waste and recyclable materials as required by the Bid Specification, from the following locations:

Pickup Location	Container Type	Pickup Frequency
Township Building 1001 Stump Road	6 Yd. Municipal Waste Container	1x week
Battalion 1 Fire Station 325 Stump Road	4 Yd. Municipal Waste Container	1x week
Battalion 2 Fire Station 441 Doylestown Pike	2 Yd. Municipal Waste Container	1x week
Township Building 1001 Stump Rd	Two 8 Yd. Recyclable Materials Containers	1x week
Public Works Building 90 Domorah Dr.	8 Yd. Municipal Waste Container	2x week
Community & Recreation Center 1030 Horsham Road	8 Yd. Municipal Waste Container	2x week
Community & Recreation Center 1030 Horsham Road	Four 96 Gallon Recycling Containers	1x week
William F. Maule Park at Windlestrae 1147 Kenas Road	6 Yd. Municipal Waste Container	1x week

## Montgomery Township Bid Specification 2019

### E. Term of Bid Specification:

The Township shall award a contract under the Bid Specification for a term commencing on the January 1, 2020 and extending through December 31, 2022.

### F. Conditions of Work:

Bidders must inform themselves fully of all the conditions relating to the work in question. Failure to do so will not relieve the successful bidder of their obligation to furnish and perform the work which forms the basis of this proposal, or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in his bid.

Insofar as possible, the successful bidder in the execution of the work called for in this proposal shall employ such methods or means as will avoid any interruption or interference with the operation of the affairs of the Township.

It is likewise understood and required that the successful bidder shall, in the performance of the Bid Specification, employ such methods as will avoid violation of any applicable statute, ordinance or regulation of the Commonwealth of Pennsylvania or the Township.

### G. Preparation of Proposals:

Each bidder shall submit a Bid Response Proposal for the entire amount of the work called for in various specifications within this Bid Specification, and the failure to conform to this requirement may result in the classification of such a bid as "irregular" and may render the same subject to rejection. The attachment of any conditions, limitation or ancillary provisions by a bidder to a Bid Response Proposal may cause a similar classification and have a similar effect.

All Bid Response Proposals shall be submitted on the prescribed forms. All bids must be submitted in sealed envelopes bearing the name and address of the bidder on the outside. Bid Deposit or Bid Bond and Consent of Surety and/or Binding Letter of Intent must accompany the Bid Response Proposal and shall be contained in the said envelope.

**THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR PARTS THEREOF, OR TO WAIVE ANY FORMALITIES THEREON.**

Collection of Municipal Waste & Single Stream Recycling: The Township is desirous of receiving proposals based on the specifications contained herein for Township Facilities Collection of Waste and Single Stream Recyclable Materials and Disposal of those materials.

### H. Signature of Bidders:

The firm, corporation and individual name of the bidder must be signed in ink in the space provided for the same on the proposal blank. In the case of a corporation, the title of the officer signing must be likewise stated, the seal of the corporation must be duly affixed and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate board of directors indicating that officer's authority to make such a proposal and submit such bid on behalf of the corporation. In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. If some other agent of the partnership submits or executes a bid for the firm, a notarized statement signed by each of the partners

## Montgomery Township Bid Specification 2019

shall be attached thereto indicating that the signatory is authorized to act as an agent for the partnership in this endeavor. In the case of any bids submitted by an individual, the designation "individual proprietorship" shall follow the signature in question, any trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the Commonwealth of Pennsylvania and the Prothonotary of the county in Pennsylvania where so registered.

### I. Bidder's Affidavit:

Each bidder shall complete and execute the affidavit, incorporated with and made part of the proposal document (Attachment "A").

### J. Withdrawal of Proposal:

No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the office of the Township Manager.

### K. Consent of Surety and/or Binding Letter of Intent:

Each proposal shall be accompanied by a Consent of Surety and/or Binding Letter of Intent from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state that the surety therein mentioned agrees to furnish the required surety bond and any bond which is made a condition of the awarding of the Bid Specification and anywhere in this proposal.

### L. Bid Bond:

Each proposal shall be accompanied by a Bid Bond or Certified Check, to the order of the Township, in the amount of ten percent (10%) of the Bid.

### M. Return of Proposal Guarantee:

As soon as the lowest responsible bidder has been selected, the award made, and the successful bidder has executed the contract and furnished the required security for the performance of the contract, all bid bonds and checks submitted with bids shall be returned to all unsuccessful bidders.

Upon the execution and delivery of the contract and the furnishings of the required bond or security for the performance of said contract, the bid bond submitted by the successful bidder shall be returned. In case the successful bidder shall fail to execute and deliver the contract and the necessary bonds within twenty (20) days after notice from the Township to do so, the award shall be vacated and such bid bond or check shall be forfeited as liquidated damages.

### N. Interpretations:

No interpretations of the meaning of the Bid Specifications or other documents will be made to any bidder. Any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to all parties of record receiving such Bid Specifications. Failure of any bidder to receive any such addendum shall not relieve the bidder from any obligations under the Bid Response Proposal as submitted, nor from any obligation to conform to the requirements herein set forth.

## Montgomery Township Bid Specification 2019

O. Qualifications and Competency:

The Township may reject any bid received if the qualifications questionnaire fails to satisfy the Township that such is qualified to carry out the obligations of the Bid Specification and to complete the work as specified. Each bidder shall be required to complete and sign the Qualification Questionnaire and the Affidavit of Qualifications included herewith and made a part of this Bid Specification (Attachment "B"); and the failure to conform to this requirement may result in the classification of such a bid as "unqualified."

P. Affidavit of Non-Collusion:

Each bidder shall be required to submit an affidavit of non-collusion on the form included in and made a part of this Bid Specification (Attachment "C").

Q. Performance Bond:

The successful bidder shall be required to furnish a performance bond, based upon the total contract amount, for the faithful performance of the contract in the sum as outlined in the following table:

First Year	100%
Second Year	67%
Third Year	33%

Except for the initial bond year, all bonds shall be filed with the office of the Township Manager of the Township no later than sixty (60) days prior to the commencement of the bond year. Said bonds shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of the Board of Supervisors; agents of bonding company shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agents authorized to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.

R. Execution of Contract and Commencement of Work:

The successful bidder shall execute a contract containing provisions substantially in conformance with the provisions of these bidding documents promptly after the award of the bid and shall commence work in the Township beginning with the effective date of January 1, 2020 and in accordance with the effective dates as described in Section D. Said contract shall in all respects be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

## II. GENERAL SPECIFICATIONS

### A. Documents:

All documents included herein, including but not limited to the Notice to Bidders, Instructions to Bidders, General and Detailed Specifications, Bid Response Proposal, Bidder's Affidavit, Qualification Questionnaire, Affidavit of Non-Collusion, Insurance Requirements, are made part herein; and they shall define the Bid Specification obligations.

### B. Obligation of Successful Bidder:

The successful bidder shall, at their own cost and expense, and in conformity with the annexed documents, furnish all the material, labor and equipment for the collection of municipal waste and single stream recyclable materials, as herein defined, from all locations as herein defined, based on the Bid Response Proposal selected by the Township.

### C. Customer Service:

The successful bidder shall provide for the availability of customer service representatives that Township staff can contact by a toll-free telephone number during each collection day between the hours of 7:00 AM and 5:00 PM. The customer service representatives shall answer inquiries and resolve complaints with respect to the services to be provided through this contract.

### D. Notice to Successful Bidder:

The place of business designated in the bid or proposal is hereby designated as the place to which all notices, letters and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically maintained herein, and all other communications of any kind which may be of necessity be hereafter dispatched, shall be sent USPS certified mail/return receipt requested.

### E. Inspection:

The Township Manager, or an authorized representative, may inspect the collection being made pursuant to the contract; and may require the correction of any improper performance or any deficient performance herein through the designated supervisor of the successful bidder.

### F. Indemnification:

To the fullest extent permitted by law, the successful bidder shall indemnify, defend and hold Montgomery Township (the Township), and their elected and appointed officials, employees, agents and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to the successful bidder's services performed under this Bid Specification or operations incidental thereto, unless such claims arise from the sole negligence of Township. Such obligation to indemnify, defend and hold Township and their elected and appointed officials, employees, agents and authorized volunteers harmless shall survive the termination of this Bid Specification.

## Montgomery Township Bid Specification 2019

### G. Workers' Compensation Insurance:

The successful bidder shall, during the term of the contract, maintain at their own expense, Workers' Compensation Insurance in order to fully protect both their employees and the Township, as may be required by any and all state and federal laws, and provide the Township with an appropriate certificate evidencing the existence of said insurance policy prior to commencing work under the Bid Specification.

### H. Liability Insurance:

The successful bidder shall, during the term of the contract, maintain at their own expense, the insurance requirements included herewith and made a part of this proposal (Attachment "D") and provide the Township with an appropriate certificate evidencing the existence of said insurance policy prior to commencing work under the Bid Specification.

### I. Payments:

The Township shall pay to the successful bidder the agreed upon contract price in for collection and disposal in monthly installments in advance of each month, commencing in accordance with the effective dates as set forth in Section D. The successful bidder shall prepare and file, with the Township, a standard voucher to cover each month's payment in sufficient time (no less than 30 days) to permit proper review by Township officials for the maintenance of this payment schedule.

### J. Violation and Liquidated Damages:

It is understood that the orderly and proper collection of municipal waste and municipal single-stream recycling, as defined herein, is a matter of serious and vital concern to the Township because of the effect which it has upon the health and welfare of its residents and employees. Likewise it is anticipated that occasional minor breaches or violations may occur during the course of the performance of the service herein set forth. Since many of these are incapable of prompt and reasonable calculation, the following stipulated liquidated damages may be invoked on behalf of the Township, by the Township Manager, or authorized representatives, whose determination and certification of the same shall be final.

The Township Manager, or authorized representatives, shall notify the successful bidder's supervisor of such violations where they can be immediately corrected. If a violation remains uncorrected for an unreasonable period or is systemically repeated, the Township Manager may make an appropriate deduction from the next payment due in accordance with the following schedule of liquidated damages:

1. Failure to collect refuse properly in place — \$50.00 per location.
2. Using or maintaining a truck in a leaking or unsanitary condition — \$500.00 per offense.
3. Failure to clean up any materials, including municipal waste, spilled or draining off equipment — \$50.00 per offense.

## Montgomery Township Bid Specification 2019

4. Failure to transport municipal waste to an approved disposal site upon completion of collection — \$500.00 plus tipping fee per ton collected but not delivered per day per offense.
5. Failure to transport municipal single-stream recycling materials to an approved processing facility — \$500.00 per offense.
6. Failure to provide signed, written annual tonnage reports with all totals for all contracted collections. — \$500.00 per offense.

### K. Assignment:

Neither this Bid Specification, nor any portion hereof, may be assigned, sub-let or transferred to any person, firm or corporation, except upon the written consent and approval of the Township, which consent the Township is under no obligation to give.

### L. DOT - CDL Compliance

The successful bidder, if required to use CDL drivers to perform work under this contract, shall, prior to execution of the Bid Specification and at any time during the contract, provide the Township with a notarized affidavit certifying that the contractor's employees covered by the DOT CDL regulations are participating in a valid drug/alcohol testing program.

Montgomery Township Bid Specification 2019

III. DETAILED SPECIFICATIONS

A. Definitions: As used throughout these bidding and contract documents, the following words shall have the meanings as stated below:

MUNICIPAL WASTE means any acceptable waste, excluding Yard-Waste and Bulk-Waste as defined below, including solid, liquid, semi-solid or contained gaseous materials resulting from operation of municipal establishments and community activities.

SINGLE STREAM RECYCLING refers to a system in which all collected recyclables are mixed together in one collection container instead of being sorted into separate commodities by the Township and handled separately throughout the collection process.

B. Receptacles: The successful bidder shall provide the following receptacle containers:

C. Collection: Collection shall be subject to the following:

Pickup Location	Container Type	Pickup Frequency
Township Building 1001 Stump Road	6 Yd. Municipal Waste Container	1x week
Battalion 1 Fire Station 325 Stump Road	4 Yd. Municipal Waste Container	1x week
Battalion 2 Fire Station 441 Doylestown Pike	2 Yd. Municipal Waste Container	1x week
Township Building 1001 Stump Rd	Two 8 Yd. Recyclable Materials Containers	1x week
Public Works Building 90 Domorah Dr.	8 Yd. Municipal Waste Container	2x week
Community & Recreation Center 1030 Horsham Road	8 Yd. Municipal Waste Container	2x week
Community & Recreation Center 1030 Horsham Road	Four 96 Gallon Recycling Containers	1x week
William F. Maule Park at Windlestrae 1147 Kenas Road	6 Yd. Municipal Waste Container	1x week

1. Schedule: The successful bidder shall collect municipal waste and municipal single-stream recycling, as defined herein, from containers supplied and stored at the various municipal locations at the frequency of pickup described for that location.

2. Hours: Collections shall be made, commencing no earlier than 7:00 AM and ending no later than 5:00 PM prevailing time. Any deviations from these hours must be reported to the Township Manager.

## Montgomery Township Bid Specification 2019

3. Places of Collection: The collection shall be made from all places listed in Paragraph D entitled "Scope and Area of Collection" contained in Section I. (Instructions to Bidders)

4. Acts of God and Natural Disasters: The successful bidder shall be excused without penalty from either collection or cleaning the debris resulting from hurricanes, storms of unusually heavy capacity, disasters or other unusual phenomena of nature or acts of God which result in the production of substantial quantities of debris littering the streets and highways of the Township or any private roads or driveways therein.

### D. Contingencies:

Nonperformance of its obligations by the successful bidder which are substantial, including but not limited to failing to comply with the rules and regulations of the Township, or such as to endanger the health and welfare of the residents and employees of the Township may, at the option of the Township, be sufficient cause for the Township to terminate the contract and seek damages under the performance bond of the successful bidder; provided, however, that such option shall not be exercised if the nonperformance is caused by: (a) unavoidable casualties to more than a majority of the collection trucks of the successful bidder for a period not exceeding five continuous days because of a strike or strikes or other labor disputes of the employees of the successful bidder which prevent operation of the successful bidder's collection trucks; (b) legal acts of duly constituted public authorities, other than the Township or the Authority, if such acts are not provoked by any act of omission or commission by the successful bidder; (c) any act of God or nature; (d) civil disturbances or war.

Nonperformance by the successful bidder for whatsoever reason, of any nature and regardless of whether it is substantial or a menace to the health and welfare of the residents of the Township, shall be just cause at the option of the Township for a pro rata deduction by the Township of funds which would otherwise be due the successful bidder for performance hereunder, except:

1. The first two (2) consecutive days or parts thereof, including Saturdays, Sundays and/or holidays of a bone fide strike or labor dispute as aforesaid by successful bidder's employees; or
2. The first seven (7) consecutive days or parts thereof, including Saturdays, Sundays and/or holidays, of acts of God or nature as a result of which a majority of successful bidder's collection trucks are rendered inoperable; or
3. Any day or days or parts thereof, not including Saturdays, Sundays and/or holidays, of acts of omission or commission which are under the control of the Township

**BID PROPOSAL  
TOWNSHIP FACILITIES WASTE & SINGLE STREAM RECYCLABLE MATERIALS  
COLLECTION & DISPOSAL**

The undersigned, having carefully inspected the Township facilities, either personally or through its duly authorized representatives, and also having carefully read and examined the 'Instructions to Bidders, General Specifications and Detailed Specifications, Affidavits annexed to Proposal and Specifications,' either personally or through a duly authorized representative, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposed to comply with said requirements and furnish all labor, equipment, services and facilities in accordance with said Form of Contract, and Contract Documents mentioned herein and to commence said performance in accordance with the effective dates as described in Section D.

Supply all of the labor, tools, machinery, plant and equipment, including receptacles as defined herein and to perform all the work of collecting, removing, hauling and disposal of municipal waste and recyclable materials as required by the Article I, Section D of the Bid Specification.

Pickup Location	Container Type	Pickup Frequency	Monthly Bid Price	Contract Period Bid Price
Township Building 1001 Stump Road	6 Yd. Municipal Waste Container	1x week		
Battalion 1 Fire Station 325 Stump Road	4 Yd. Municipal Waste Container	1x week		
Battalion 2 Fire Station 441 Doylestown Pike	2 Yd. Municipal Waste Container	1x week		
Township Building 1001 Stump Rd	Two 8 Yd. Recyclable Materials Containers	1x week		
Public Works Building 90 Domorah Dr.	8 Yd. Municipal Waste Container	2x week		
Community & Recreation Center 1030 Horsham Road	8 Yd. Municipal Waste Container	2x week		
Community & Recreation Center 1030 Horsham Road	Four 96 Gallon Recycling Containers	1x week		
William F. Maule Park at Windlestrae 1147 Kenas Road	6 Yd. Municipal Waste Container	1x week		
Total Contract Cost				

There is enclosed herewith a bid bond or certified check, drawn to the order of the Township in the amount of ten percent (10%) of the price on the one year contract and a duly executed Consent of Surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania, agreeing to furnish the Municipality the required performance and completion bond upon the award of the contract.

## Montgomery Township Bid Specification 2019

It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned submitting the proposal certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham; that the undersigned bidder has not directly or indirectly, with any person or bidder, agreed to submit a sham bid or induced such other person to refrain from bidding. The undersigned bidder certifies that it has not in any manner, either directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of any bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage over the Township or over any person interested in the proposed contract. Further, the undersigned bidder certifies that it has not divulged information regarding its bid or data relative thereto to any person, partnership or corporation or to any agent or employee thereof, and that no Township official or employee of said Municipality is interested, either directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned on the basis of such bid.

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Note: If bidder is a corporation, a corporate seal must be affixed and attached hereto, and there shall be a certified copy of a resolution of the Corporate Board of Directors, indicating that the officer signing the above proposal has the authority to make said proposal and submit it for the corporation.

Montgomery Township Bid Specification 2019

**ATTACHMENT "A"**  
**Bidder's Affidavit**

(This Affidavit is Part of the Proposal)

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF \_\_\_\_\_ :

\_\_\_\_\_, being first duly sworn, deposes and says that they are the \_\_\_\_\_ (title) of \_\_\_\_\_, who signed the above Proposal or Bid, that they were duly authorized to sign and that the Bid is the true offer of the bidder, that the seal attached is the seal of the bidder, and that all declarations and statements contained in the bid are true to the best of their knowledge and belief.

(SEAL)

\_\_\_\_\_  
Affiant Signature

Sworn to and subscribed  
before me this        day  
of                   , 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Montgomery Township Bid Specification 2019

**ATTACHMENT "B"**

**Qualification Questionnaire**

In Accordance with the Specifications,  
Each Bidder Shall Provide the Following Information:

Failure to answer all questions may render such bid as unqualified. Separate sheets may be supplied for this and any additional appropriate information.

1. List the municipalities, with addresses and telephone numbers, from which you have obtained letters of satisfactory completion of contract, or satisfactory service:

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2. From what municipalities, with addresses and telephone numbers, have you had contracts which required the collection and disposal of municipal waste? Name each municipality:

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3. List the municipalities, with addresses and telephone numbers, you are currently providing collection services for, under municipal contracts:

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4. How many years' experience in the collection of refuse under municipal contracts has your organization had?

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5. Have you failed at any time to complete a collection contract? If so, indicate which community and under what circumstances?

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6. Please indicate the local telephone number for your office which shall be available to receive calls from Township staff and officials:

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Montgomery Township Bid Specification 2019

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF \_\_\_\_\_ :

I, \_\_\_\_\_, of full age, being sworn according to law, upon my oath depose and say:

1. I am the \_\_\_\_\_ of \_\_\_\_\_, the bidder herein named, and I am duly authorized to respond to the foregoing questions on behalf of said bidder.
2. I have read the foregoing questions in the "Qualification Questionnaire," and the answers which I have submitted in response thereto are true according to the best of my knowledge, information and belief.

(SEAL)

Affiant Signature \_\_\_\_\_

Division \_\_\_\_\_

Company \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## ATTACHMENT "D"

### Insurance Requirements for Municipal Facilities Waste and Municipal Single-Stream Recycling Collection Contract

#### 1 - General Insurance Requirements

1.1 - The Contractor shall not commence operations until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Township; nor shall the Contractor allow any Subcontractor to commence operations on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Township of original certificates of insurance signed by authorized representatives of the insurers or, at the Township's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Township's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Township throughout the term of the Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2, 2.1.3 and 2.1.4. unless any such requirement is expressly waived or amended by the Township in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Township immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Township.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.5 - No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverage must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Township grants specific approval for an

## Montgomery Township Bid Specification 2019

exception. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workmen's Insurance Fund.

1.8 - Any deductibles or retentions of \$5,000 or greater shall be disclosed by the Contractor, and are subject to Township's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

### **2 - Contractor's Liability Insurance – Occurrence Basis**

2.1 - The Contractor shall purchase the following insurance coverages on an occurrence basis (claims made coverage not acceptable) for not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 1,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto; and
- ii. Automobile contractual liability.

2.1.3 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 3,000,000 per occurrence;
- \$ 3,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 3,000,000 products/completed operations aggregate

## Montgomery Township Bid Specification 2019

and including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 - The Township and their elected and appointed officials, employees, agents and authorized volunteers shall be named as additional insured on Contractor's commercial general liability insurance with respect to liability arising out of the Contractor's operations and the certificate(s) of insurance, or the certified policy(ies) if requested, must so state this.

2.1.6 - Insurance provided to the Township and their elected and appointed officials, employees, agents and authorized volunteers under any Contractor's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 - Insurance provided to the Township and their elected and appointed officials, employees, agents and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township, the Authority and their elected and appointed officials, employees, agents and authorized volunteers shall be excess of and non-contributory with insurance provided to the Township, the Authority and their elected and appointed officials, employees, agents and authorized volunteers as specified herein.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announce Date of Fall 2019 Curbside Leaf Waste Collection

MEETING DATE: October 15, 2019

ITEM NUMBER: #13.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Stacy Crandell  
Assistant to the Township Manager

BOARD LIAISON: Michael J. Fox  
Board Chairman

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BACKGROUND:

In compliance with DEP regulations the Township contracts with Republic Services to provide curbside leaf and yard waste collection twice a year in the Fall and the Spring from residential properties in the Township. The Fall 2019 curbside leaf and yard waste collection is scheduled for Saturday, November 16, 2019.

In order to participate in the collection, residents must place the collected leaf and yard waste materials in biodegradable paper bags at the curb prior to 7:00AM that day for collection.

In addition to the curbside leaf waste collection on that day, the Township will be conducting their monthly leaf and yard waste drop off collection at William F. Maule Park at Windlestrae (Main Section/Kenas Road) from 8AM to Noon. This drop-off occurs monthly on the third Saturday of every month.

Leaf and yard waste materials collected are disposed of at the Barnside Farm Compost Facility (DEP approved compost facility) via a contract with the Northern Montgomery County Recycling Commission (NMCRC).

This information has been placed on the Township's website, cable channel and distributed by e-news to all registered participants.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

This is a budgeted item under the Environmental Fund, which allows for two yearly curbside collections along with a monthly dumpster drop-off.

RECOMMENDATION:

The Board is requested to announce the information regarding the collection program.

MOTION/RESOLUTION: None.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Agreement with Constellation to Supply Natural Gas Energy

MEETING DATE: October 15, 2019

ITEM NUMBER: #14

MEETING/AGENDA: WORK SESSION

ACTION **xx**

NONE

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

INITIATED BY: Stacy Crandell  
Assistant to the Township Manager

BOARD LIAISON: Michael J. Fox  
Board Chairman

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BACKGROUND:

Montgomery Township has utilized the Pennsylvania Municipal League's "Municipal Utility Alliance Program (MUA) through Constellation for their electricity service provider which has allowed for savings for both the Township Building Facilities and Street Lights. Township Staff researched the cost savings through this MUA Program for natural gas service, which heats the Township Facilities. The MUA Program procures electricity and natural gas rates through a publicly advertised, competitive bid process in which the Township may participate.

The Township receives an estimated quote of \$0.395 rate, which is compared to the two current PECO Gas rate charges of \$0.46795 for natural gas and the \$0.17917 for gas cost adjustment.

Staff recommends that the Board enter into a 3-year agreement with Constellation to provide natural gas service for the Township natural gas accounts for the Township Building, Public Works Garage, Fire Stations, and Community and Recreation Center.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Based on the most recent quote on October 2, 2019 from Constellation, the Township would save approximately \$9,500 per year across all accounts serviced by Constellation.

RECOMMENDATION:

It should be noted that natural gas rates are quoted daily and are based on the volatility of the market. Constellation can only hold a quote until 5:00 pm on the day it is provided. As a result, staff is requesting approval to accept a rate quote for a maximum rate of \$0.50/therms for the Township, which would represent, in a worst case scenario, a savings of approximately \$5,000 per year and would secure the costs for the next 3 years.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors that we hereby authorize the Township to execute a contract with Constellation for natural gas energy for a three-year contract at a maximum rate of up to \$0.50/therms for the Township building accounts.

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

SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Authorization to Participate in the Montgomery County Consortium 2019 – 2020 Cooperative Rock Salt Contract

MEETING DATE: October 15, 2019

ITEM NUMBER: #15.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello  
Director of Public Works



BOARD LIAISON: Michael J. Fox,  
Board of Supervisors Chairman

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BACKGROUND:

The Township has participated in the Montgomery County Consortium Salt Contract that is administered by Upper Dublin Township. It has been the Township's experience that the cost per ton through the Consortium Bid has been lower than administering our own bid and saves the cost of advertising. The Consortium recently completed the public bidding process for the purchase of bulk salt for the 2019 – 2020 winter season and has awarded the contract to Morton Salt Inc. at a price of \$50.68 per ton delivered. The signed agreements and copies of the bonds are attached.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT:

The cost per ton is \$50.68 delivered compared to last year's cost of \$49.42, a 2.5% increase year over year.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the Township's participation in the Montgomery County Consortium Salt Purchase Contract for the 2019 – 2020 for the purchase of rock salt from Morton Salt Inc. at a delivered price of \$50.68 per ton.

MOTION/RESOLUTION: BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Township's participation in the Montgomery County Consortium Salt Contract for the 2019 – 2020 for the purchase of rock salt from Morton Salt Inc. of Chicago Illinois, at a price of \$50.68 per ton delivered.

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

SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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

## SECTION F

### CONTRACT FORM

#### ROCK SALT FOR MONTGOMERY COUNTY CONSORTIUM COMMUNITIES

This contract made on September 30, 2019 between UPPER DUBLIN TOWNSHIP, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania, 19034, Montgomery County, Pennsylvania, for itself and on behalf of each municipality that make up the Montgomery County Consortium of Communities, party of the first part (hereinafter referred to as the "Township") and Morton Salt, party of the second part (hereinafter referred to as the "Seller").

#### WITNESSETH

That Seller, for and in consideration of the payments hereinafter specified and agreed to by Township, covenants, contracts and agrees as follows:

Seller does hereby agree to sell and the Township does hereby agree to purchase during the term of this Contract the goods hereinafter set forth, in accordance with the Bid Documents which consist of the Bid Notice, Instructions to Bidders, General Conditions, Proposal and Forms, Technical Specifications, Agreement, Questionnaire and all Addenda and Specifications which are particularly referred to and made a part hereof.

Township reserves the right to purchase upon the terms set forth herein any less than or in addition to the quantities, which are specified during the term of the Contract. Deliveries of goods are to be made at locations specified in the Bid Documents.

This contract and all the terms, covenants and conditions herein set forth, and contained shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

This contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties hereto have caused this contract to be duly executed the day and year indicated below.

UPPER DUBLIN TOWNSHIP

BY: 

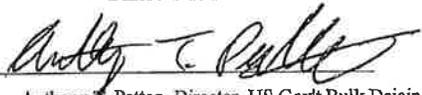
President

ATTEST: 

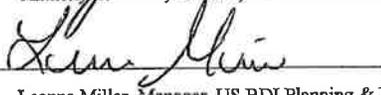
Secretary

DATE: 9/30/2019

SELLER.

BY: 

Anthony T. Patton, Director, US Gov't Bulk Deicing Sales & Marketing

ATTEST: 

Leanne Miller, Manager, US BDI Planning & Reporting

DATE: 9/26/2019

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 285060624

AIA Document A312

## Performance Bond

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

**CONTRACTOR (Name and Address):**

Morton Salt, Inc.  
444 W Lake St, Suite 3000  
Chicago, IL 60606

**SURETY (Name and Principal Place of Business):**

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER (Name and Address):**

Upper Dublin Township  
801 Loch Alsh Avenue  
Fort Washington, PA 19034-1697

**CONSTRUCTION CONTRACT**

Date: September 11, 2019

Amount: (\$ 3,027,369.80 ) Three Million Twenty Seven Thousand Three Hundred Sixty Nine Dollars and 80/100

Description (Name and Location): Furnishing & Delivery of Rock Salt

**BOND**

Date (Not earlier than Construction Contract Date): September 25, 2019

Amount: (\$ 3,027,369.80 ) Three Million Twenty Seven Thousand Three Hundred Sixty Nine Dollars and 80/100

Modifications to this Bond:

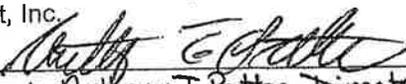
None

See Page 3

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Morton Salt, Inc.

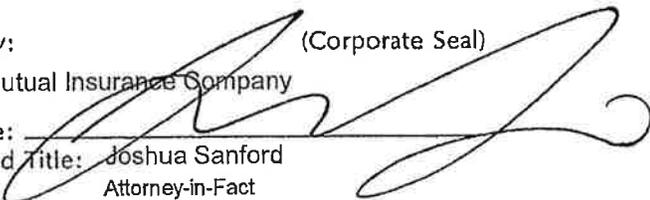
Signature:   
Name and Title: Anthony T. Patton, Director, U.S.

Government Bulk Pricing Sales & Marketing  
(Any additional signatures appear on page 3)

**SURETY**

Company: (Corporate Seal)

Liberty Mutual Insurance Company

Signature:   
Name and Title: Joshua Sanford  
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Willis of Illinois, Inc.

Willis Tower, 233 South Wacker Drive, Suite 2000

Chicago, IL 60606

312-288-7700

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: *Leanne Miller*  
Name and Title: Leanne Miller, Manager, U.S.  
Address: BDI Planning + Reporting

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

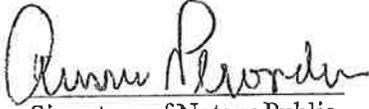
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of September, 2019, before me, Aimee Perondine, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: May 31, 2022

Aimee Perondine

Printed Name of Notary

**AIMEE PERONDINE**  
**NOTARY PUBLIC - CT 174145**  
**MY COMMISSION EXPIRES MAY 31, 2022**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty Mutual**  
SURETY

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joshua Sanford of the city of Chicago, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Morton Salt, Inc.  
Obligee Name: Upper Dublin Township  
Surety Bond Number: 285060624 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of December, 2018.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ss

On this 12<sup>th</sup> day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25<sup>th</sup> day of September, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

TO:

Board of Commissioners  
Upper Dublin Township  
801 Loch Alsh Avenue  
Fort Washington, PA 19034

Gentlemen:

The undersigned has carefully examined the Contract Documents and all subsequent addenda listed herein and will furnish all labor, materials, supplies, equipment, plant and other facilities and perform all work necessary or incidental to the delivery of the specified salt to the Townships and perform all work necessary or incidental to the delivery of the specified salt to the Townships previously noted in whatever amounts are required to meet their needs, complete in every respect in strict accordance with the Contract Documents, and will perform all other obligations imposed by the contract for the Base Bid prices entered directly into the PennBid online bidding system as directed by Bid Package.

The minimum truck load will be 20 tons.

The undersigned agrees, if awarded the Contract, to make deliveries as requested by the several Townships 72 hours after the telephonic requests for delivery.

CORPORATE SEAL

Morton Salt, Inc.

Name of Firm

Signed

Anthony T. Patton  
Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Daniel P. Thompson  
Daniel P. Thompson, V.P., Bulk Deicing Sales & Marketing /Assistant Secretary

Witness

Leanne Miller  
Leanne Miller, Manager, US BDI Planning & Reporting

Date 8/16/19

Signed \_\_\_\_\_  
Single Proprietor, or Partner  
(If BIDDER is a Partnership)

Signed \_\_\_\_\_  
Partner (If BIDDER is a Partnership)

Witness \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

## SECTION D

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Morton Salt, Inc.  
as Principal, and Liberty Mutual Insurance Company as Surety, are  
hereby held and firmly bound unto Upper Dublin Township as Owner, in the penal sum of  
10% of total bid amount \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 16th day of August, 20 19.

The condition of the above obligation is such that whereas the Principal has submitted to  
Upper Dublin Township a certain Bid, attached hereto and hereby made a part hereof, to enter  
into a contract in writing for:

Furnishing & delivery of rock salt

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Morton Salt, Inc. (L.S.)

Principal

Anthony T. Patton  
Principal Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Liberty Mutual Insurance Company

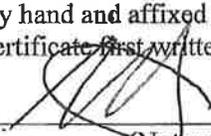
Surety

By: Mariola Garcia  
Mariola Garcia, Attorney-in-Fact

STATE OF ILLINOIS  
COUNTY OF COOK

On this 16<sup>th</sup> day of August, 2019, before me personally appeared  
Mariola Garcia, known to me to be the Attorney-in-Fact  
of Liberty Mutual Insurance Company the corporation that executed  
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid county, the day and year in this certificate first written above.

  
\_\_\_\_\_  
(Notary Public)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 7927201

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Na-Tia Douglas; Steve Downie; Mariola Garcia; Robert H. George; Natasha Hunt-Mobley; Ayanna Jefferson-Williams; Andrew Lorenzini; Leanne Miller; Anthony T. Patton; Joshua Sartori; Daniel P. Thompson; Nancy Torres

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2017.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16<sup>th</sup> day of August, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## SECTION D

### FORM OF GUARANTY

Accompanying this Proposal is a bid bond in the amount of  
three hundred two thousand, seven hundred Dollars (\$ 302,736.98 ) as bid security.  
thirty-six dollars and ninety-eight cents

The undersigned hereby certifies that this Proposal is genuine, and not sham or collusive, or submitted in the interest or on behalf of any person, firm or corporation not herein named, and has not induced any other persons to refrain from bidding, and has not in any way sought by collusion to secure for himself an advantage over any other bidder.

Firm Name: Morton Salt, Inc.

Address: 444 West Lake Street, Suite 3000

Chicago, IL 60606

By: 

Title: Anthony T. Patton  
Director, U.S. Gov't Bulk Deicing Sales & Marketing

Official Seal

Attest: 

Daniel P. Thompson  
V.P., Bulk Deicing Sales & Marketing

## SECTION D

### NON-COLLUSION AFFIDAVIT

State of Illinois : Contract/Bid No. 2019-2020 Rock Salt Bid  
:S.S.

County of: Cook :

I state that I am Director, U.S. Gov't Bulk  
Deicing Sales & Marketing of Morton Salt, Inc.  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

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

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Morton Salt, Inc. understands and acknowledges that the  
(Name of Firm)

above representations are material and important, and will be relied on by  
Upper Dublin Township in awarding the contract for which this bid is  
(Name of Public Entity)

submitted. I understand and my firm understands that any misstatement in this affidavit is  
and shall be treated as fraudulent concealment from

Upper Dublin Township of the true facts relating to the submission of bids  
(Name of Public Entity)

submission of bids for the contract.

Anthony T. Patton  
(Name and Company Position)

Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 16<sup>th</sup>  
DAY OF August, 2019.



AM  
NOTARY PUBLIC

My Commission Expires: 4/29/23

## SECTION D

### INSTRUCTION FOR NON-COLLUSION AFFIDAVIT

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

## SECTION D

### PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ('the Act') which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States.

The Department defines a "Public Work" to be construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000) but shall not include work performed under a rehabilitation or manpower training program.

The Department of General Services' Public Works Employment Verification Compliance Program is responsible for the administration, education and enforcement of the Public Works Employment Verification Act 127 of 2012. It provides contractors and subcontractors with educational outreach, conducts investigations when complaints are received and random audits to ensure compliance with the requirements of this Act.

**Please complete the attached Public Works Employment Verification form.**

Please direct your questions to the Public Works Employment Verification Compliance Office.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 8/16/19

Business or Organization Name (Employer) Morton Salt, Inc.

Address 444 West Lake Street, Suite 3000

City Chicago State IL Zip Code 60606

Contractor  Subcontractor (check one)  
Contracting Public Body Upper Dublin Township Montgomery County Co-Op, PA

Contract/Project No 2019-2020 Rock Salt Bid

Project Description Bulk rock salt bid

Project Location Various towns & other political entities throughout Montgomery Co, PA

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

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

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

Authorized Representative Signature  
Anthony T. Patton  
Director, U.S. Gov't Bulk Deicing Sales & Marketing

**SECTION E**  
**TECHNICAL SPECIFICATIONS**

- I. Two bid quotes are requested as follows:
- a. Non delivery – The Township(s) shall pick up its own quantities if they so desire.
- b. Delivery – F.O.B. destination to the points in Montgomery County listed below:

**Abington School District**  
1230 Huntingdon Road, Abington, PA 19001

**Abington Township**  
2201 Fiorey Lane, Roslyn, PA 19001

**Ambler Borough**  
505 Church Street, Ambler, PA 19002

**Bridgeport Borough**  
6th & Merion Streets, Bridgeport, PA 19405

**Bryn Athyn Borough**  
3901 Heaton Road, Huntingdon Valley, PA 19006

**Cheltenham Township**  
8101 Old York Road, Elkins Park, PA 19027

**Collegeville Borough**  
B&M Landscaping, 11 Crosskeys Road, Collegeville, PA 19426

**East Norriton Township**  
2501 Stanbridge Street, East Norriton, PA 19401-1616

**Franconia Township**  
480 Indian Creek Road, Telford, PA 18924

**Hatboro Borough**  
459 Oakdale, Hatboro, PA 19040

**Hatfield Borough**  
Hatfield Township Building, 2590 Unionville Pike, Hatfield, PA 19440

**Hatfield Township**  
2590 Unionville Pike, Hatfield, PA 19440

**Horsham Township**  
1005 Horsham Road, Horsham, PA 19044

**Jenkintown Borough**  
2201 Fiorey Lane, Roslyn, PA 19001

**Lansdale Borough**  
651 West Ninth Street, Lansdale, PA 19446

**Lower Gwynedd Township**  
917 Bethlehem Pike, Ambler, PA 19002

**Lower Merion Township - Robert Koegel Complex**  
1300 Woodbine Avenue, Narberth, PA 19072  
**and Ashbridge Memorial Park**  
1301 W. Montgomery Avenue, Rosemont, PA 19035

**Lower Moreland Township**  
3901 Heaton Road, Huntingdon Valley, PA 19006

**Lower Providence Township**  
500 Church Road, Eagleville, PA 19403

**Lower Salford Township**  
310 Alumni Avenue, Harleysville, PA 19438

**Marlborough Township**  
6040 Upper Ridge Road, Green Lane, PA 18054

**Montgomery Township**  
90 Domiorah Drive, Montgomeryville, PA 18936

**New Hanover Township**  
2943 N. Charlotte Street, Gilbertville, PA 19525

**Norristown Borough**  
235 E. Airy Street, Norristown, PA 19401-5048

**North Wales Borough**  
1 Parkside Place, North Wales, PA 19454

**Plymouth Township**  
700 Belvoir Road, Plymouth Meeting, PA 19462

**Rockledge Borough**  
27 S. Sylvania Avenue, Rockledge, PA 19046

**Skippack Township**  
1186 Cressman Road, Skippack, PA 19474

**Souderton Borough Public Works Garage**  
154 N. Second Street, Souderton, PA 18964  
and 160 Cherry Lane, Souderton, PA 18964

**Springfield School District**  
1801-A Paper Mill Road, Oreland, PA 19038

**Springfield Township**  
1600 Paper Mill Road, Wyndmoor, PA 19038

**Towamencin Township**  
1965 Bustard Road, Harleysville, PA 19438

**Trappe Borough**  
B&MLandscaping, 11 Crosskeys Road, Collegeville PA 19426

**Upper Dublin School District**  
801 Loch Alsh Avenue, Ft. Washington, PA 19034

**Upper Dublin Township**  
801 Loch Alsh Avenue, Ft. Washington, PA 19034

**Upper Gwynedd Township**  
1 Parkside Place, West Point, PA 19454

**Upper Merion Township**  
466 E. Church Road, King of Prussia, PA 19406

**Upper Moreland Township**  
#1 Brooks Street, Willow Grove, PA 19090

**West Conshohocken Borough**  
1001 New Dehaven Street, West Conshohocken, PA 19428

**West Norriton Township**  
1630 W. Marshall Street, Jeffersonville, PA 19403

**Worcester Township**  
1721 Valley Forge Road, Worcester, PA 19490

II. The anticipated quantities required for each Municipality for the winter season of 2019 - 2020 are as follows:

Municipality	TONS
Abington School District	200
Abington Township	3200
Ambler Borough	500
Bridgeport Borough	600
Bryn Athyn Borough	35
Cheltenham Township	3000
Coilegeville Borough	500
East Norriton Township	750
Franconia Township	500
Hatboro Borough	650
Hatfield Borough	350
Hatfield Township	1800
Horsham Township	3000
Jenkintown Borough	500
Lansdale Borough	1000
Lower Gwynedd Township	500
Lower Merion Township	10000
Lower Moreland Township	600
Lower Providence Township	1000
Lower Salford Township	2200
Marlborough Township	700
Montgomery Township	2000
New Hanover Township	2000
Norristown Borough	2000
North Wales Borough	150
Plymouth Township	2500
Rockledge Borough	200
Skipack Township	400
Souderton Borough	450
Springfield School Dist.	100
Springfield Township	2000
Towamencin Township	2000
Trappe Borough	450
Upper Dublin School District	200
Upper Dublin Township	3500
Upper Gwynedd Township	1500
Upper Merion Township	3500
Upper Moreland Township	2750
W. Conshohocken Borough	450
West Norriton Township	1000
Worcester Township	1000
	<u>59735</u>

- III. Whenever a bid is sought seeking a source of supply for a specified time for materials or services, whether or not on a unit price basis, the quantities of usage shown in any of the documents, including the proposal, are estimated only and are provided solely to enable the Township to compare bids. The Township reserves the right to increase or diminish the quantities purchased as may be deemed reasonably necessary or desirable by the Township to complete the work contemplated by the contract. No guarantee or warranty is given or implied by the Township as to the total amount that may be purchased during the term of the contract. The Contractor shall be responsible for supplying the Township's needs at the bid price
- IV. Since the availability of Rock Salt is critical to the health, safety and welfare of the participating Consortium Municipalities, failure of the Contractor to deliver salt within 72 hours of a request for delivery will result in the individual Municipalities having the option to purchase salt from a third party. In these cases, the Contractor will be required to pay or credit the Consortium Communities the difference in price between the contracted price and that charged by the third party.
- V. This specification covers the requirements for bulk Sodium Chloride Roadway De-icer (salt) to be used for the purpose of ice and snow control on public streets in Montgomery County, Pennsylvania. All Sodium Chloride delivered under this contract shall be in accordance with PennDOT specification of March 2003 and shall conform to the following minimum specifications.
1. Sodium Chloride shall conform to the requirement of ASTM D632-94, Type 1, Grade 1.
  2. Moisture content shall not exceed 2.0% by weight for mined rock salt.
  3. Sodium Chloride shall be proper consistency to allow for spreading with automatic spreading equipment.
  4. All sodium chloride shall be uniformly treated with either of the following anti-caking compounds:
    - a. Yellow Prussiate of Soda-Sodium Ferro Cyanide or Prussian Blue-Ferris Ferro Cyanide.
  5. The anti-caking compound shall be introduced uniformly throughout the sodium chloride at such a rate that a minimum of 20-PPM of anti-caking compound is present.
  6. Any sodium chloride that is not free flowing and in useable condition upon delivery at its destination will be rejected.

7. Physical Requirements:

a. Mined Rock Salt Chemical Composition:

Total chloride expressed as NaCl a minimum of 95.0%.

b. Mined rock salt grading:

The sodium chloride shall conform to the following particle size distribution specifications as determined by laboratory sieves:

PASSING A ½ " SIEVE (12.50MM) 100%

PASSING A 3/8" SIEVE ( 9.50MM) 95.0% - 100%

PASSING A NO.4 SIEVE ( 4.75MM) 20.0% - 90.0%

PASSING A NO.8 SIEVE ( 2.36MM) 10.0% - 60.0%

PASSING A NO. 30 SIEVE ( 0.60MM) 0.0% - 15.0%

c. Permissible variation in the case of sodium chloride samples after delivery to the purchaser – Tolerance from the foregoing specified value allowed for gradation not to exceed 5.0 percentage points on each sieve size except the 12.5 MM (1/2" and 9.5 MM (3/8").

Questionnaire for Rock Salt Bidders:

1. Have you experienced supply shortages in the last ten years? Yes but short in duration
2. If so, list the year and reason. In 3 of the last 10 years we have incurred a shortage due to severe weather & higher than normal demands
3. How many stockpiles do you maintain? 42 in U.S.
4. Where are the stockpiles located? Through out the U.S. but Morrisville
5. Who is your shipping company? Varies by customer & location can provide upon award
6. Do you have a secondary shipper? Yes, a secondary shipper is available
7. Where does your salt originate? Various mines in North America & Chile
8. How long does it take for salt delivery after you place an order? 72 hrs ARO
9. How many trucks can your stockpile load in a day? 400-425 trucks
10. How many trucks can you load simultaneously? 2 trucks
11. What types of delays have you experience in the last five years? 1 incident that created shipping delay
  - a. Worker's strikes? N/A
  - b. Shipping Lane obstructions N/A
  - c. Security issues at stockpiles N/A
  - d. Safety issues at stockpiles N/A
  - e. Other? N/A Large storage capacity, multiple sources to obtain salt & the ability to divert shiploads
12. What guarantee can you offer to provide a steady supply of salt? to stockpiles that are running low
13. What is your maximum capacity? Varies by stockpile, ex. 400,000 tons @Morrisville, PA  
The goal is to reach max capacity prior to the winter shipping
14. Do you maintain stockpiles at maximum capacity? season & maintain supply replenishment throughout the year
15. How does your order processing work? For orders call: 855-665-4540
16. Can a Municipality, etc. get a status report of their orders and tracking? Yes upon request
17. Are the trucking companies able to confirm tracking and deliveries? Deliveries can be confirmed but not tracked from stockpile to deliver location
18. How do you notify your customers of supply problems? Via phone or email  
as soon as we can determine it will
19. How quickly do you notify customers of supply and delivery issues? impact their delivery schedule
20. Do you provide trucking company names and contact phone numbers? Yes upon request
21. Can municipalities and/or their contracted private haulers make pickups at your stockpiles without special passes or security clearances? Varies by stockpile, TWIC card needed at Morrisville, PA.

CERTIFICATION

I, Daniel P Thompson, Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution duly adopted on October 1, 2012 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Christian H. Herrmann is a duly elected and acting Chief Executive Officer and President of Morton Salt, Inc. and Timothy McKean is a duly elected and acting Chief Financial Officer, Vice President and Treasurer of Morton Salt, Inc. as of the date hereof, and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization signed by Christian H. Herrmann and Timothy McKean.

  
\_\_\_\_\_  
Daniel P. Thompson  
Assistant Secretary  
Morton Salt, Inc.

Dated: AUG 16 2019

**Morton Salt, Inc.**  
**Excerpt from Board of Directors' Meeting**  
**October 1, 2012**

**RESOLVED**, that effective October 1, 2012, any two of the officers of the Corporation holding the positions listed below:

Chief Executive Officer and President;  
Chief Financial Officer, Vice President and Treasurer; and,  
Vice President, General Counsel and Secretary,

and to the extent delegated in writing, their designees, are hereby authorized, for and in the name and on behalf of the Corporation, and any subsidiary, affiliate or business unit thereof, to execute and deliver any and all applications, agreements, bids, bonds, certifications, notices, proxies, real estate conveyances, reports, stock certificates and other documents which they may deem necessary or advisable in furtherance of the business of the Corporation, subsidiary, affiliate or business unit, as the case may be, provided that two signatures be required on any document executed on behalf of the Corporation: such authorizations to be (i) subject to the limitations set forth in any applicable Board of Directors' resolution or published policy of the Corporation, and (ii) subject to the limitations set forth in any K+S AG policy or procedure; and

**FURTHER RESOLVED**, that the signatures of any two persons designated pursuant to the above resolution affixed to any document described therein shall constitute certification of his or her authority to execute said document on behalf of the Corporation.

**DELEGATION OF AUTHORITY AND POWER OF ATTORNEY  
UNDER THE RESOLUTIONS  
ADOPTED BY THE BOARD OF DIRECTORS ON OCTOBER 1, 2012  
For  
Morton Salt, Inc.**

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc. on October 1, 2012, any two of the following persons, signing together, are designated as persons authorized to execute and deliver certain documents on behalf of Morton Salt, Inc. (the "Company") and each one of its subsidiaries (together the "Companies"), provided that (i) the second authorized signatory be either a higher ranking employee or a supervisor, or an employee at the same level, (ii) the second authorized signatory is involved in the same or similar transactional work matters and responsibilities as the first signatory, (iii) the Directive of Business Transactions and Measures of the Executive Board of K+S Aktiengesellschaft, attached herein and made a part hereof, is followed. This delegation of authority and power of attorney supersedes any earlier delegations for the Companies and remains in effect until the person no longer holds the position listed, or this delegation of authority is superseded, amended or terminated.<sup>1</sup>

Effective Date: May 29, 2015

Morton Salt, Inc.

By:   
Name: Christian H. Herrmann  
Title: Chief Executive Officer and President

Morton Salt, Inc.

By:   
Name: Timothy McKean  
Title: Chief Financial Officer, Vice President and  
Treasurer

<sup>1</sup> *eCommerce Solutions*

*Specific to eSolutions provided by Procurement to simplify the purchasing process out of finally negotiated electronic Catalogs for items and services, the employees with access to the eSolutions ("users") are authorized with a single (electronic) signatory when utilizing these systems for purchases:*

- *All users are authorized to order up to a value of \$1,000 (USD and CDN), and*
- *Users in the functions Supervisor, Superintendent, as well as all other supervisory functions, are authorized to order and approve orders up to a value of \$7,500.00 (USD and CDN), and*
- *Users listed in this Delegation of Authority are authorized to order up to a value of \$7,500.00 (USD and CDN), and are authorized to approve orders up to the value specified in this document. Approval authorizations will follow predefined value limits set forth in the eCommerce Solutions.*
- *Exception: Users with system receiving authority are authorized to order through eSolutions, but all orders are subject to approval (order value is set at \$0 USD and CDN).*

**DELEGATION OF AUTHORITY FOR BULK DEICING/ICE CONTROL CONTRACTS UNDER THE CORPORATE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS OF MORTON SALT, INC. ON OCTOBER 1, 2012**

Morton Salt, Inc. requires the signature of two authorized representatives of Morton Salt, Inc. for all of its contracts for the sale of bulk deicing/ice control ("BDI") products, with the first signatory having the requisite dollar authority level to sign.

Effective May 1, 2017, pursuant to the Delegation of Authority and Power of Attorney granted pursuant to the resolutions adopted by the Board of Directors of Morton Salt, Inc. on October 1, 2012 and the subsequent Delegation of Authority policy dated May 1, 2017, any two of the following employees of Morton Salt, Inc. are authorized to execute and deliver contracts and related documents for the sale of bulk-deicing or ice control ("BDI") products based on the total Contract Value, which is defined as the amount of sales revenue for the entire contract term, not including any early termination rights or optional renewal terms:

<b>First or Second signatory:</b> Any of the following individuals may sign as a First Signatory in accordance with their corresponding dollar authority level based on total Contract Value, or as a Second Signatory regardless of their dollar authority level.	
<b>Title/Job Position</b>	<b>Maximum Dollar Authority based on Contract Value</b>
Chief Executive Officer	Unlimited
Chief Financial Officer, Vice President & Treasurer	\$50,000,000
Vice President, General Counsel & Secretary	\$50,000,000
Vice President, Bulk Deicing Sales and Marketing	\$25,000,000
Director, U.S. Government Bulk Deicing Sales and Marketing	\$5,000,000

<b>Second Signatory only:</b> The following individuals may sign <u>only as the Second Signatory</u> , along with a First Signatory from the table above, who has the requisite dollar authority based on total Contract Value.	
<b>Title/Job Position</b>	<b>Authority (no dollar amount)</b>
Manager, US BDI Planning & Reporting	May sign only as second signatory, with a first signatory that has requisite dollar authority
Manager, BDI Innovation & Process Efficiency	May sign only as second signatory, with a first signatory that has requisite dollar authority



**Business Morton Salt, Inc.**

**Stockholder List dated August 19, 2019 for the Bid of Upper Dublin County, Pennsylvania**

<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership of Morton Salt, Inc.</b>
<b>K+S Salt LLC</b>	444 West Lake Street, Suite 3000 Chicago, Illinois USA 60606	90%
<b>K+S Netherlands Holding B.V.</b>	Lange Ljinbaan 15, NW Harlingen, Netherlands 8861	10%

**Ownership Disclosure for Shareholder #1 – K+S Salt LLC**

**K+S Salt LLC** owns 90% of Morton Salt, Inc.

**K+S Salt LLC** is a Delaware limited liability company whose address is 444 West Lake Street, Suite 3000, Chicago, Illinois 60606, and is 100% owned by K+S Montana Holdings, LLC.

**K+S Montana Holdings, LLC** is a Delaware limited liability company whose address is 444 West Lake Street, Suite 3000, Chicago, Illinois 60606, and is 100% owned by K+S Finance Belgium B.V.B.A.

**K+S Finance Belgium B.V.B.A.** is a Belgium limited liability company whose address is Park Lane Culliganlaan 2G bus 1, Brussels, Belgium 1831, and is 100% owned by K+S Aktiengesellschaft.

**K+S Aktiengesellschaft** is a public stock German company whose address is Bertha-von-Suttner-Str. 7, Kassel, Germany 34131, and whose shares are publicly traded on Germany's Frankfurt Stock Exchange.

**Ownership Disclosure for Shareholder #2 – K+S Netherlands Holding B.V.**

**K+S Netherlands Holding B.V.** owns 10% of Morton Salt, Inc.

**K+S Netherlands Holding B.V.** is a holding company whose address is Lange Ljinbaan 15, NW Harlingen, Netherlands 8861, and is 100% owned by K+S Salz GmbH.

**K+S Salz GmbH** is a German limited liability company whose address is Landschaftstraße 1, Hannover, Germany 30159, and is 100% owned by K+S Aktiengesellschaft.

**K+S Aktiengesellschaft** is a public stock German company whose address is Bertha-von-Suttner-Str. 7, Kassel, Germany 34131 and whose shares are publicly traded on Germany's Frankfurt Stock Exchange.



Effective: 09/01/2018

## MORTON SALT, INC. – LIST OF OFFICERS AND DIRECTORS

TITLE	NAME	ADDRESS
<b>Director, Chairman, President &amp; Chief Executive Officer</b>	Christian H. Herrmann	444 W. Lake St. Suite 3000, Chicago, IL 60606
<b>Director, Vice Chairman, Chief Financial Officer, Vice President and Treasurer</b>	Timothy McKean	444 W. Lake St. Suite 3000, Chicago, IL 60606
<b>Director, Vice President and Secretary</b>	Chad E. Walker	444 W. Lake St. Suite 3000, Chicago, IL 60606
<b>Assistant Treasurer</b>	Michael Sands	444 W. Lake St. Suite 3000, Chicago, IL 60606
<b>Director &amp; Assistant Treasurer</b>	John Zurales	444 W. Lake St. Suite 3000, Chicago, IL 60606
<b>Assistant Secretary</b>	Daniel P. Thompson	444 W. Lake St. Suite 3000, Chicago, IL 60606
<b>Assistant Secretary</b>	Scott A. Schlautman	444 W. Lake St. Suite 3000, Chicago, IL 60606
<b>Assistant Secretary</b>	Winnie J. Kuo	444 W. Lake St. Suite 3000, Chicago, IL 60606



**Bucks County, SS.**

**NOTICE**

**2019 - 2020 Rock Salt Bid  
Upper Dublin Township on behalf  
of the Montgomery County  
Consortium of Communities**

Upper Dublin Township on behalf of The Montgomery County Consortium of Communities will receive sealed bids for the 2019-2020 Rock Salt Bid which requires pricing for both delivered and non-delivered salt to be used by various Townships, Boroughs and School Districts. Sealed bids are to be submitted online via PennBid until **August 20, 2019 10:00 AM**, at which time they will be publicly opened and read. All documents and solicitation details are available any time using the PennBid system at [www.ebid.exchange.com/pennbid](http://www.ebid.exchange.com/pennbid). Then click on the "Solicitations" tab. See [www.upperdublin.net](http://www.upperdublin.net) for more information under the "E-bid" icon on the right side of the page. A certified check or bid bond for the amount of 10% of the total bid shall be required. Bonds are to be issued by a surety licensed to do business in the Commonwealth of Pennsylvania.

**Paul Leonard**  
Township Manager  
21 Jy 30, Aug 5 7301544

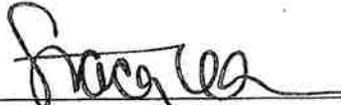
UPPER DUBLIN TOWNSHIP  
ATTN: DEB RITTER/PAUL LEONARD  
FT WASHINGTON, PA 19034

3-078085000  
0007301544-01

Stacey Lear being duly affirmed according to law, deposes and says that he/she is the Legal Billing Co-ordinator of the INTELLIGENCER INCORPORATED, Publisher of The Intelligencer, a newspaper of general circulation, published and having its place of business at Doylestown, Bucks County, Pa. and Horsham, Montgomery County, Pa.; that said newspaper was established in 1886; that securely attached hereto is a facsimile of the printed notice which is exactly as printed and published in said newspaper on

July 30, 2019  
August 05, 2019

and is a true copy thereof; and that this affiant is not interested in said subject matter of advertising; and all of the allegations in this statement as to the time, place and character of publication are true.

  
LEGAL BILLING CO-ORDINATOR



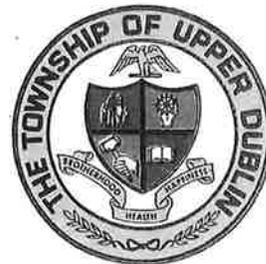
Affirmed and subscribed to me before me this 5th day of August 2019 A.D.

Commonwealth of Pennsylvania - Notary Seal  
Kristen Smith, Notary Public  
Bucks County  
My commission expires March 5, 2022  
Commission number 1324227





801 LOCH ALSH AVENUE  
FORT WASHINGTON, PA 19034-1697  
Phone: (215) 643-1600  
Fax: (215) 542-0797  
[www.upperdublin.net](http://www.upperdublin.net)



**IRA S. TACKEL**  
*President*

**RONALD P. FELDMAN**  
*Vice President*

**REBECCA A. GUSHUE**

**LIZ FERRY**

**ROBERT H. MCGUCKIN**

**GARY V. SCARPELLO**

**MEREDITH L. FERLEGER**

**PAUL A. LEONARD**  
*Township Manager*

**GILBERT P. HIGH, JR.**  
*Solicitor*

**2019 - 2020 Rock Salt Bid**  
**Upper Dublin Township on behalf of the Montgomery County Consortium of Communities**

Upper Dublin Township on behalf of The Montgomery County Consortium of Communities will receive sealed bids for the 2019-2020 Rock Salt Bid which requires pricing for both delivered and non-delivered salt to be used by various Townships, Boroughs and School Districts. Sealed bids are to be submitted online via PennBid until August 20, 2019 10:00 AM, at which time they will be publicly opened and read. All documents and solicitation details are available any time using the PennBid system at [www.ebidexchange.com/pennbid](http://www.ebidexchange.com/pennbid). Then click on the "Solicitations" tab. See [www.upperdublin.net](http://www.upperdublin.net) for more information under the "E-bid" icon on the right side of the page.

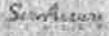
A certified check or bid bond for the amount of 10% of the total bid shall be required. Bonds are to be issued by a surety licensed to do business in the Commonwealth of Pennsylvania.

Paul Leonard  
Township Manager





# SCATTON'S



## HEATING & COOLING, INC.

August 15, 2019

Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936  
(215) 393-6900  
Attn: Kevin Costello  
Email: [kcostello@montgomerytwp.org](mailto:kcostello@montgomerytwp.org)

SITE: TOWNSHIP BUILDING – ADMINISTRATION AND POLICE AREAS

### PROPOSAL

Installation of In-Line Dehumidifier for – Existing Package Units  
#6, #7, #8, #12

#### EQUIPMENT

One (1) Aprilaire in-line dehumidifier (direct ducted) model #1870

#### TO INCLUDE:

- All new hanging and support material
- New condensate pump
- All new condensate piping and discharge tubing
- All control wiring
- New wall mount humidistat
- All power wiring from existing panel to new dehumidifier location (to include breaker and service switch)
- All intake and supply air ducting
- Complete operations check
- All labor and material

#### WARRANTY

- One (1) year parts and labor warranty

**TOTAL PER SYSTEM \$4,723.00**

**(TOTAL FOR PROJECT \$18,892.00)**

Signature \_\_\_\_\_ Date \_\_\_\_\_

✓ Payment to be discussed (We accept all major credit cards except AMEX)

➤ Prices/Install are based upon acceptance within sixty (60) days

MDC:c

# INDUSTRIAL MECHANICAL CONTRACTORS, INC.

Heating  
Air Conditioning  
Refrigeration  
Energy Management

240 Tanner Avenue ■ Hatboro, PA 19040

September 24, 2019

Montgomery Township  
Mr. Kevin Costello, Dir. of Public Works  
1001 Stump Road  
Montgomeryville, PA 18936

Kevin:

We are pleased to submit our quotation to provide four (4) dehumidifiers at your 1001 Stump Road, Montgomeryville, PA facility. Our price for this work is: \$23,100.00 (**TWENTY-THREE THOUSAND ONE HUNDRED DOLLARS**).

Scope of Work:

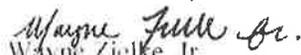
- Open drop ceilings below duct drops for units 6,7,8 and 12.
- Build unistrut support for four (4) dehumidifiers.
- Rig and install four (4) Aprilaire Model: 1870 dehumidifiers.
- Provide condensate pumps for units and run piping to nearest safe waste.
- Provide dedicated electrical connections with disconnects at all units.
- Provide wall mount humidistat and all necessary control wiring.
- Provide and Install 10" ducting from return duct of each unit to dehumidifier and from dehumidifier to return duct of subject rooftop units.
- Provide startup of dehumidifiers.
- Close drop ceiling and ensure space is broom swept.
- Provide one (1) years parts and labor warranty.

Qualifications for Bid:

- Work completed during normal business hours 5AM-5PM M-F.
- No overtime included. (Can be quoted if necessary).
- Permits and Fee's if necessary, will be billed in addition.
- Units in local manufacturer stock.

Thank you for the opportunity to be of service and we hope to receive your valued order.

Sincerely,  
INDUSTRIAL MECHANICAL CONTRACTORS, INC.

  
Wayne Zielke, Jr.  
Account Executive

Authorized: \_\_\_\_\_

Date: \_\_\_\_\_

Your signature of acceptance will authorize Industrial Mechanical Contractors, Inc. to order the necessary equipment and proceed with this work.

**800-280-IMCI ■ 215-442-0900 ■ 215-442-9901 (fax)**



Montgomery Township

1001 Stump Rd  
Montgomeryville .PA

Scope of Work

- I. Install one Aprilair Model 1870 dehumidifier to existing supply and return for units 6,7,8, 12
- II. Hang dehumidifier from ceiling with uni-strut
- III. Install condensate pump and pan under unit
- IV. Run and connect humidistat to unit
- V. Run power wiring to breaker-includes breaker and service switch
- VI. Connect dehumidifier vie duct to supply and return
- VII. Start up system and ensure proper operation
- VIII. Clean up job
- IX. Come back in 4-6 weeks to verify proper operation

Warranty-one- year labor and parts-2 inspections for the first year

Total project cost \$23,500.00

Deposit of 50% to order equipment

Ross Goldstein

Accepted and Approved

\_\_\_\_\_

Date \_\_\_\_\_



**G GILMORE & ASSOCIATES, INC.**  
**&A B-BID CONTRACT ESTIMATE**

**CLIENT:**

Montgomery Township

**PROJECT NAME:**

2019 Curb & Sidewalk Project - Bid B - Extra Work

**PROJECT NUMBER:**

2018-08108

**DATE:** September 30, 2019

#	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
<b>Estimated B-Bid</b>					
B 1A	Remove & Replace 1 to 100 Linear Feet of Vertical/Depressed Concrete Curb (7"X8"X18")	25	LF	\$ 80.00	\$ 2,000.00
B 1B	Remove & Replace Greater Than or Equal to 101 Linear Feet of Vertical/Depressed Concrete Curb (7"X8"X18")	0	LF	\$ 80.00	\$ -
B 2A	Remove & Replace 1 to 750 Square Feet of Concrete Sidewalk (4")	0	SF	\$ 15.50	\$ -
B 2B	Remove & Replace 751 to 1,500 Square Feet of Concrete Sidewalk (4")	0	SF	\$ 15.50	\$ -
B 2C	Remove & Replace Greater Than or Equal to 1,501 Square Feet of Concrete Sidewalk (4")	2,688	SF	\$ 16.00	\$ 43,008.00
B 3	Remove & Replace 1 to 256 Square Feet of ADA/PennDOT Compliant Handicap Ramps (4")	0	SF	\$ 16.00	\$ -
B 4	Remove & Replace 1 to 200 Square Feet of Reinforced Concrete Sidewalk (6")	73	SF	\$ 16.00	\$ 1,168.00
B 5	Remove & Replace 1 to 200 Square Feet of Concrete Driveway Apron (6")	0	SF	\$ 16.00	\$ -
<b>Total Estimated B-Bid Construction Cost:</b>				<b>\$</b>	<b>46,176.00</b>

# G GILMORE & ASSOCIATES, INC.

## &A QUANTITY BREAKDOWN BY ADDRESS

**CLIENT:**

Montgomery Township

**PROJECT NAME:**

2019 Curb & Sidewalk Project - B-Bid

**PROJECT NUMBER:**

18-08108

**DATE:** October 1, 2019

ADDRESS	CURB (LF)	PLAIN SIDEWALK (4") (SF)	REINFORCED SIDEWALK (6") (SF)	DRIVEWAY APRON (6") (SF)	CURB RAMPS (4") BLK
<b>Section 1</b>					
21 Meadow Glen drive		20	20		
1 Meadow Glen drive		16			
<b>Section 2</b>					
116 Fairview Drive on Claremont		48			
120 Claremont Drive on Durham		32			
Claremont Drive (Btwn Summerset & Lennox)		32			
229 Bellows Way		16			
233 Bellows Way		16			
101 Canterbury Lane on Bellows		16			
213 Bellows Way		36			
302 Pioneer Spur		16			
101 Falling Leaf Way on Twining		32			
216 Bellows Way on Twining		48			
110 Canterbury Lane on Twining		60			
326 Grays Lane		32			
324 Grays Lane		16			
312 Grays Lane		16			
307 Grays Lane		48			
300 Grays Lane		32			
301 Grays Lane		16			
101 Cove Circle on Grays		96			
173 Forest Trail Drive on Grays		32			
118 Devonshire Drive		32			
<b>Section 3</b>					
Chaps Way @ Walking Path		48			
202 Steeplechase Drive		144			
1001 Stump Road @ Twp Front Entrance		352			
<b>Section 4</b>					
107 Aileen Drive		64			
125 Addison Lane		16			
116 Addison Lane		32			
112 Wentworth Drive		36			
120 Wentworth Drive		40			
125 Wentworth Drive		32			
<b>Section 5</b>					
300 Walden Lane on Tree Line Drive		16			
101 Auburn Circle on Tree Line Drive		32			
100 Holloway Circle		180			
110 Pioneer Drive		20			
109 Pioneer Drive		32			
100 Pioneer Drive		32			
113 Hawthorne Drive	13				

ADDRESS	CURB (LF)	PLAIN SIDEWALK (4") (SF)	REINFORCED SIDEWALK (6") (SF)	DRIVEWAY APRON (6") (SF)	CURB RAMPS (4") BLK
<b>Section 6</b>					
114 MacIntosh Lane		32			
105 Stayman Drive		32			
202 Red Haven Drive on Bartlett		16			
166 Red Haven Drive		16			
112 Damson Lane		20			
114 Drake Lane		32			
108 Thames Drive	12				
<b>Section 7</b>					
120 Summer Ridge Drive		120			
Westgate Drive across from 140 Westgate		32			
100 Compton Court		32			
116 Shelburne Drive		16			
107 Longleat Drive		120			
117 Longleat Drive		16			
119 Kelsey Drive		16			
103 Amber Place		32			
130 Cathedral Drive		32			
135 Sunrise Drive		20			
111 Weston Court			53		
<b>Section 8</b>					
106 Major Drive		20			
100 Major Drive		20			
101 Edger Allan Circle on S. Buckingham		20			
105 Conrad Lane		16			
109 Conrad Lane		16			
107 Scott Circle		48			
111 Stevers Mill Road		32			
206 Green Tree Tavern Road		16			
<b>Section 9</b>					
124 Newport Lane		16			
103 Willow Wood Court		16			
114 Kent Drive		60			
100 Clover Leaf Lane		40			
<b>Total B Bid Quantities:</b>	<b>25</b>	<b>2,688</b>	<b>73</b>	<b>0</b>	<b>0</b>

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Proposal for Engineering Services

MEETING DATE: October 15, 2019

ITEM NUMBER: #18.

MEETING/AGENDA: ACTION XX NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager 

BOARD LIAISON: Michael J. Fox, Chairman  
Board of Supervisors

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BACKGROUND:

The 2019 Capital Budget included funding to perform the design of construction plans and documents for storm pipe and structure replacements along Knapp Road between Sycamore Drive and Valleybrook Drive. The storm pipe and inlet structures in this section of road have been identified by the Township Public Works Department as being deteriorated and in need of replacement. The budget proposes the design of the project and bidding in late 2019/early 2020, construction of the storm pipe and structure improvements in spring 2020 with final milling and paving work completed as part to the 2020 annual resurfacing contract.

The attached proposal was submitted by the Township Engineer to perform this scope of work in two phases between 2019 and 2020 with the design in 2019 and construction management services in 2020. It is anticipated that the request to solicit Bids for the construction and Construction (including Administration and Observation Tasks 5 – 8 will occur in January 2020.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: The proposal provides a not to exceed cost of \$50,600 the cost to perform Tasks 1 – 4 paid from the Engineering Services line item in the Capital Reserve Budget (line item 30-438-4313).

RECOMMENDATION: Approve the Proposal from Gilmore & Associates dated September 11, 2019 to perform Tasks 1 – 4 for the design of construction plans and documents for the Knapp Road Storm Sewer Replacement (Sycamore Dr. to Valleybrook Dr) Project at a not to exceed cost of \$51,600

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Proposal from Gilmore & Associates dated September 11, 2019 to perform Tasks 1 – 4 for the design of construction plans and documents for the Knapp Road Storm Sewer Replacement (Sycamore Dr. to Valleybrook Dr.) Project at a not to exceed cost of \$51,600

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Mathew Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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



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

September 11, 2019

File No. 2013-11056

Lawrence J. Gregan, Township Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Reference: Proposal for Professional Services for  
Knapp Road Storm Sewer Replacement (Sycamore Dr. to Valleybrook Dr.)

Dear Mr. Gregan:

Pursuant to your request, Gilmore & Associates, Inc. is providing a scope of work and fee proposal to prepare construction plans and documents for the replacement of storm sewer and structures along Knapp Road between Sycamore Drive and Valleybrook Drive. The storm sewer in this area has been identified by Township Public Works as being deteriorated and in need of replacement. The scope of the construction project generally includes the following. A sketch plan of the work is enclosed.

- Replacement of CMP pipe with hydraulically equivalent HDPE or RCP between Sycamore Drive and Valleybrook Drive
- Replacement of 8 brick inlet with new precast inlets
- Replacement of all inlet tops with new Type C or Type M tops and bicycle safe grates
- Replacement of curb adjacent to pipe
- Mill & overlay of Knapp Rd between Lansdale Avenue and Valleybrook Drive

The scope of work to prepare construction plans and documents for this project includes the following. These tasks would be completed through the public bid process, and prior to award of the construction contract.

- Task 1 - Existing Conditions Survey
- Task 2 - Design and Permitting
- Task 3 - Construction Documents and Specifications
- Task 4 - Public Bid Support & Review

Additional services included with this scope of work that would occur during construction, following award of the construction contract, include the following:

- Task 5 - Survey Stakeout
- Task 6 - Construction Administration
- Task 7 - Construction Observation
- Task 8 - As-Built Survey

### **SCOPE OF WORK AND FEE PROPOSAL**

#### **TASK 1 – Existing Conditions Survey**

This task includes topographic survey of the existing conditions of the project area, including materials and invert elevations of the storm sewer system as well as the public right-of-way and the adjacent property boundaries. This information will be used to prepare a base plan for the construction plans.

#### **TASK 2 – Design and Permitting**

This task includes the following:

- Determination of appropriate RCP and/or HDPE pipe diameters to replace existing CMP
- Preparation of construction plans and details
- Preparation of erosion and sediment control plans, and submission to MCCD for adequacy review
- Preparation of a detour plan

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

TASK 3 – Construction Documents and Specifications

Task 3 includes preparation of the bid documents, which will consist of the contract documents (e.g. Bid Form, Agreement, General Conditions, Supplementary Conditions, Prevailing Wage Rates, etc.) and the technical specifications. These documents will be specific to this project.

TASK 4 – Public Bid Support & Review

Task 4 includes responding to bidder questions during the public notice period, attending a pre-bid meeting if determined to be needed, attending the bid opening, review and tabulation of the bids, and providing a recommendation with respect to potential award of a contract.

TASK 5 – Survey Stakeout

This task includes any stakeout required in order for the contractor to complete the work per the construction drawings.

TASKS 6 & 7 - Construction Administration & Observation

These tasks include oversight management of the work. The effort involved with construction observation is dependent upon the duration of the work and the level of oversight required by the Township. For the purposes of this proposal we have assumed the duration of the work will be approximately 38 days. Construction administration includes project management, coordination between the Township and contractor, and review and recommendations regarding payment requests.

TASK 8 - As-Built Survey

This task includes field survey and preparation of as-built plans upon completion of the work. The plan would document the locations, and top and invert elevations of all storm pipes and structures replaced as part of this project.

Our proposed fee for these services outline above is not to exceed:

**Design and Permitting**

Task 1 - Existing Conditions Survey	\$13,600
Task 2 - Design and Permitting	\$30,500
Task 3 - Construction Documents and Specifications	\$4,500
<u>Task 4 - Public Bid Support &amp; Review</u>	<u>\$3,000</u>
Subtotal – Design and Permitting	\$51,600

**Construction Administration and Observation**

Task 5 - Survey Stakeout	\$3,800
Task 6 - Construction Administration	\$6,800
Task 7 - Construction Observation	\$41,100
<u>Task 8 - As-Built Survey</u>	<u>\$3,800</u>
Subtotal – Construction Administration and Observation	\$55,500

**TOTAL – Not to Exceed \$107,100**

We anticipate up to \$1,100 would be required for direct expenses including mileage, reproduction costs, etc., which are not accounted for in the proposed fee.

Should you find this scope of work and fee proposal acceptable, please let us know and we will commence work shortly thereafter. If you have any questions regarding the above, please contact this office.

Sincerely,



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

JPD/sl

Enclosure: Sketch Plan of storm sewer replacement

cc: Kevin Costello, Director of Public Works  
Russell S. Dunlevy, P.E., Senior Executive Vice President



Storm Sewer to Remain

Storm Sewer to be Replaced

Limit of Road Resurfacing

Lansdale Ave

Beechwa

Tree Rd

2006

Knoll Dr

Knapp Rd

Valleybrook Dr

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Request for Approval of DFS & FDMT 2019 PA Fire Commissioner's Grant Application

MEETING DATE: October 15, 2019

ITEM NUMBER: #19.

MEETING/AGENDA:

ACTION X

NONE

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

INITIATED BY: Richard M. Lesniak  
Director of Fire Services



BOARD LIAISON: Tanya Bamford, Liaison to the  
Public Safety Committee

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BACKGROUND:

The Montgomery Township Department of Fire Services (DFS) and Fire Department of Montgomery Township (FDMT) are requesting the Board of Supervisor's approval to submit applications through the Pennsylvania State Fire Commissioner's Office annual Volunteer Firefighter/ Volunteer Ambulance Service Grant program. Each grant application will be approximately \$15,000.00. The deadline for the grant application is Friday, October 18, 2019.

The DFS and FDMT intend to use this funding to purchase fire hose and personal protective equipment.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

There are no local matching funds required for this grant program.

RECOMMENDATION:

It is recommended that the Board of Supervisors grant approval for the DFS and FDMT to submit applications to the PA Fire Commissioner's Volunteer Firefighter/Ambulance Service Grant program for the purchase of fire hose and personal protective equipment.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby grant approval to the DFS and FDMT to submit applications to the PA Fire Commissioners Volunteer Firefighter / Ambulance Service Grant program for the purchase of fire hose and personal protective equipment.

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Request to Consider Out-of-State Training – Department of Fire Services

MEETING DATE: October 15, 2019

ITEM NUMBER: #20.

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Richard M. Lesniak  
Director of Fire Services

BOARD LIAISON: Tanya Bamford, Liaison to the  
Public Safety Committee

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BACKGROUND:

In 1999, Pennsylvania adopted legislation that enacted the Uniform Construction Code (UCC). One aspect of the UCC is the requirement for inspectors to receive and maintain certification based on the type of work performed. Inspectors are required to complete 15 credit hours of continuing education credits in courses relating to the professional competency of code administration. An applicant with multiple certification areas must complete a minimum of 15 credit hours of continuing education credits for each certification but not more than 45 credit hours during each three year certification cycle.

Continuing education credit hours are offered through a variety of means including the attendance at meetings and courses. Most commonly, inspectors attend courses presented by the Pennsylvania Construction Codes Academy. The courses, ranging from one to five days, are held across the state and cost between \$25.00 and \$325.00.

Firefighter Robert Hedden currently holds three certifications in the State of Pennsylvania and has recently submitted an application for renewal of those certifications for a new three-year cycle (2019 - 2022). He is requesting approval to take a course titled "2018 IMC Design and Plan Review" and "IMC Combustion Air and Venting" courses to satisfy 16 of his required 45 Continuing Education credits. These courses are being offered on November 13, 2019 and November 14, 2019, respectively, through the New Jersey Department of Community Affairs at The Inn at Lambertville Station, Lambertville, NJ. Courses offered through the Center for Government Services are offered free of charge.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

There is no charge for courses taken through the New Jersey Department of Community Affairs.

RECOMMENDATION:

It is recommended that authorization be given to allow Firefighter Hedden to attend the "2018 IMC Design and Plan Review" on November 13, 2019 and "IMC Combustion Air and Venting on November 14, 2019 at The Inn at Lambertville Station, Lambertville, NJ.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize Firefighter Hedden to attend the "2018 IMC Design and Plan Review" on November 13, 2019 and "IMC Combustion Air and Venting on November 14, 2019 at The Inn at Lambertville Station, Lambertville, NJ

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

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



# TRAINING AND DEVELOPMENT REQUEST

**RECEIVED**  
**SEP 19 2019**  
 MONTGOMERY TOWNSHIP  
 HUMAN RESOURCES

This application and other required documentation must be submitted prior to training seminar/course registration. Attach and submit seminar/course description(s) and/or degree curriculum with this form. Upon approval, the Township shall pay up to the maximum reimbursement for seminar/course and registration fees, tuition, and books in accordance with the Training and Development policy.

### SECTION A: EMPLOYEE REQUEST (Complete Sections A, B, C, as applicable)

Name (Print) Robert Hedden Date Sept. 19, 2019

Current Position Fire Fighter Supervisor R. Lesniak

Check one:  Seminar  College Course  Workshop  Conference  Other: \_\_\_\_\_

Seminar/Course Title IMC Design and Plan Review

School or Organization NJDCA

Date(s) of attendance 11-13 -2019 Total Hours Training 8 Cost: \$ 0.00

Reason:  License  Certification  Performance Goal  Skill

Describe applicable license/certification/performance goal/skill training will affect?  
See attached sheet

Employee Signature 

### SECTION B: APPROVALS based on appropriateness, cost, scheduling, and training quality.

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Department Head  Date 9/19/19

Human Resources \_\_\_\_\_ Date \_\_\_\_\_

Township Manager \_\_\_\_\_ Date \_\_\_\_\_

Upon approval, Human Resources will return this request for employee retention and registration. If payment is to be made in advance, approve below; otherwise, if reimbursement is to be made to employee (e.g., tuition reimbursement), employee must submit official grade of C or higher, plus original receipts.

### SECTION C: PAYMENT (Check (v) method of payment – either method needs approval signatures below)

Make check payable to employee (for reimbursement) or to training facility.  
 Charge Township Credit Card (authorized below) \_\_\_\_\_ (Name)

#### ITEMIZED FEES FOR PAYMENT:

REGISTRATION \$ \_\_\_\_\_  
 COURSE FEE/TUITION \$ \_\_\_\_\_  
 BOOKS \$ \_\_\_\_\_  
 OTHER: \$ \_\_\_\_\_  
 =

TOTAL \$\$ PAYABLE \$ \_\_\_\_\_

ACCOUNT #: \$ \_\_\_\_\_  
 PRICE CHECK \$ \_\_\_\_\_  
 AUTH. BY: \$ \_\_\_\_\_  
 MGR. APP. \$ \_\_\_\_\_  
 DATE PD: \_\_\_\_\_  
 AMT.: \$ \_\_\_\_\_ CK # \_\_\_\_\_

## **2018 IMC DESIGN AND PLAN REVIEW**

**Instructor: International Code Council**

*Credit: building, fire protection, plumbing, mechanical, boiler, pressure vessel and refrigeration*

This seminar reviews and analyzes selected requirements for commercial design and plan review of mechanical systems. The seminar provides participants with a thorough understanding of key areas of the 2018 International Mechanical Code (IMC) and related standards. 0.5 CEU

Tue, Oct 22 - Ukrainian American Cultural Center of NJ,  
Whippany

Wed, Nov 13 - The Inn at Lambertville Station, Lambertville



# TRAINING AND DEVELOPMENT REQUEST

**RECEIVED**  
**SEP 19 2019**  
 MONTGOMERY TOWNSHIP  
 HUMAN RESOURCES

This application and other required documentation must be submitted prior to training seminar/course registration. Attach and submit seminar/course description(s) and/or degree curriculum with this form. Upon approval, the Township shall pay up to the maximum reimbursement for seminar/course and registration fees, tuition, and books in accordance with the Training and Development policy.

### SECTION A: EMPLOYEE REQUEST (Complete Sections A, B, C, as applicable)

Name (Print) Robert Hedden Date Sept. 19, 2019

Current Position Fire Fighter Supervisor R. Lesniak

Check one:  Seminar  College Course  Workshop  Conference  Other: \_\_\_\_\_

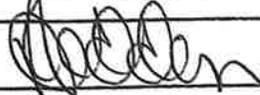
Seminar/Course Title IMC Combustion Air and Venting

School or Organization NJDCA

Date(s) of attendance 11-14-2019 Total Hours Training 8 Cost: \$ 0.00

Reason:  License  Certification  Performance Goal  Skill

Describe applicable license/certification/performance goal/skill training will affect?  
See attached sheet

Employee Signature 

### SECTION B: APPROVALS based on appropriateness, cost, scheduling, and training quality.

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Department Head  Date 9/19/19

Human Resources \_\_\_\_\_ Date \_\_\_\_\_

Township Manager \_\_\_\_\_ Date \_\_\_\_\_

Upon approval, Human Resources will return this request for employee retention and registration. If payment is to be made in advance, approve below; otherwise, if reimbursement is to be made to employee (e.g., tuition reimbursement), employee must submit official grade of C or higher, plus original receipts.

### SECTION C: PAYMENT (Check (✓) method of payment – either method needs approval signatures below)

Make check payable to employee (for reimbursement) or to training facility: \_\_\_\_\_ (Name)

#### ITEMIZED FEES FOR PAYMENT:

REGISTRATION \$ \_\_\_\_\_  
 COURSE FEE/TUITION \$ \_\_\_\_\_  
 BOOKS \$ \_\_\_\_\_  
 OTHER: \$ \_\_\_\_\_  
 =  
 TOTAL \$\$ PAYABLE \$ \_\_\_\_\_

ACCOUNT #: \$ \_\_\_\_\_  
 PRICE CHECK \$ \_\_\_\_\_  
 AUTH. BY: \$ \_\_\_\_\_  
 MGR APP: \$ \_\_\_\_\_  
 DATE PD: \_\_\_\_\_  
 AMT.: \$ \_\_\_\_\_ CK # \_\_\_\_\_

## **2018 IMC COMBUSTION AIR AND VENTING**

**Instructor: International Code Council**

*Credit: building, fire protection, plumbing, mechanical, boiler, pressure vessel and refrigeration*

This seminar reviews and analyzes selected requirements for combustion air & venting systems. It summarizes the purpose and content of combustion air and venting systems contained in the 2018 IMC and 2018 IFGC. In addition, this seminar describes the intent and application of combustion air and venting sections within the 2018 IMC and 2018 IFGC and explains the application of combustion air and venting sections within the 2018 IMC and 2018 IFGC through inspection, plan review and enforcement. 0.5 CEU

Thurs, Nov 14 - The Inn at Lambertville Station, Lambertville

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Payment of Bills

MEETING DATE: October 15, 2019

ITEM NUMBER: #21.

MEETING/AGENDA: WORK SESSION      ACTION XX      NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager 

BOARD LIAISON: Michael J. Fox,  
Chairman of the Board of Supervisors

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BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

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

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
10/11/2019	01	33(S)	00001852	G.L. SAYRE, INC.	0.00
09/24/2019	01	76368	00001653	ADAM LION	4,200.00
09/24/2019	01	76369	100001182	GWYNMONT FARMS UTILITY CORPORATION	55,000.00
09/26/2019	01	76370	100000225	MCATO	75.00
09/27/2019	01	76371	00000903	HOME DEPOT CREDIT SERVICES	268.36
10/01/2019	01	76372	00001660	LINDINGER'S CATERING, INC.	0.00 V
10/03/2019	01	76373	100001180	MONSTER PAVING, INC.	89,729.10
10/04/2019	01	76374	00001660	LINDINGER'S CATERING, INC.	318.00
10/07/2019	01	76375	00000723	A TO Z PARTY RENTAL	3,798.50
10/07/2019	01	76376	100000219	HERR FOODS, INC.	48.60
10/07/2019	01	76377	00001660	LINDINGER'S CATERING, INC.	968.70
10/11/2019	01	76378	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	215.11
10/11/2019	01	76379	00000006	ACME UNIFORMS FOR INDUSTRY	514.50
10/11/2019	01	76380	100000892	ADAM ZWISLEWSKI	80.00
10/11/2019	01	76381	00000340	ADVENT SECURITY CORPORATION	111.00
10/11/2019	01	76382	00000340	ADVENT SECURITY CORPORATION	111.00
10/11/2019	01	76383	00001020	AIR CLEANING SYSTEMS INC.	22,750.00
10/11/2019	01	76384	00001202	AIRGAS, INC.	258.87
10/11/2019	01	76385	100000633	AMANDA BREEN	45.00
10/11/2019	01	76386	100000630	AMANDA ENTENBERG	105.00
10/11/2019	01	76387	100000814	AMAZON.COM SERVICES, INC	3,270.38
10/11/2019	01	76388	100000814	VOID	0.00 V
10/11/2019	01	76389	100000888	ANDREW WEINER	15.00
10/11/2019	01	76390	100000568	APMM	65.00
10/11/2019	01	76391	00000027	ARMOUR & SONS ELECTRIC, INC.	3,996.00
10/11/2019	01	76392	00000031	AT&T	121.04
10/11/2019	01	76393	100000915	AUSTIN NEDWICK	15.00
10/11/2019	01	76394	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	282.14
10/11/2019	01	76395	100001183	BILL THORNE	20.00
10/11/2019	01	76396	100000979	BRANDON UZDZIENSKI	45.00
10/11/2019	01	76397	100000842	BRYAN WARYGA	100.00
10/11/2019	01	76398	100000331	BSN SPORTS, LLC	121.86
10/11/2019	01	76399	100000405	C.E.S.	4,495.21
10/11/2019	01	76400	00000072	CANON FINANCIAL SERVICES, INC	1,622.00
10/11/2019	01	76401	00000071	CANON SOLUTIONS AMERICA, INC.	1,933.78
10/11/2019	01	76402	100000878	CARL HERR	30.00
10/11/2019	01	76403	100001189	CHALFONT EMERG MEDICAL SERVICES, IN	190.00
10/11/2019	01	76404	100001052	CHARLIE'S LAWCARE	375.00
10/11/2019	01	76405	100000221	COLMAR VETERINARY HOSPITAL	244.80
10/11/2019	01	76406	00000363	COMCAST	407.89
10/11/2019	01	76407	00000335	COMCAST CORPORATION	1,101.48
10/11/2019	01	76408	00000335	COMCAST CORPORATION	986.70
10/11/2019	01	76409	100000214	DAN SCHANTZ FARM & GREENHOUSES, LLC	2,432.00
10/11/2019	01	76410	00001265	DANIEL J. ROSE	296.57
10/11/2019	01	76411	100000238	DANIELLE BRIDGE	200.00
10/11/2019	01	76412	100000028	DANZ LETTERING	225.00
10/11/2019	01	76413	00000967	DVHT - DELAWARE VALLEY HEALTH TRUST	174,588.35
10/11/2019	01	76414	00001520	DVPLT - DELAWARE VALLEY PROPERTY &	79,378.75
10/11/2019	01	76415	00000120	DVWCT - DELAWARE VALLEY WC TRUST	65,027.75
10/11/2019	01	76416	00000152	ECKERT SEAMANS CHERIN &	21,850.00
10/11/2019	01	76417	03214663	ELITE 3 FACILITIES MAINTNEANCE, LLC	4,240.00
10/11/2019	01	76418	100000129	EUROFINS QC, INC.	65.00
10/11/2019	01	76419	00000171	FAST SIGNS	1,397.82
10/11/2019	01	76420	00000900	FDMTRA - FIRE DEPARTMENT OF	222,613.94
10/11/2019	01	76421	00000169	FEDEX	84.88
10/11/2019	01	76422	00002052	FOREMOST PROMOTIONS	751.73
10/11/2019	01	76423	100000408	FSSOLUTIONS	170.30
10/11/2019	01	76424	00000611	FUN EXPRESS LLC	125.62
10/11/2019	01	76425	100001171	FUNDAMENTAL TENNIS, LLC	1,480.00
10/11/2019	01	76426	100001188	GAIL JONES	100.00
10/11/2019	01	76427	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	621.00
10/11/2019	01	76428	00906136	GEORGE T. BISEL CO., INC	57.11
10/11/2019	01	76429	00000817	GILMORE & ASSOCIATES, INC.	62,202.49
10/11/2019	01	76430	00000817	VOID	0.00 V
10/11/2019	01	76431	00000198	GLASGOW, INC.	701.42
10/11/2019	01	76432	00000219	GLOBAL EQUIPMENT COMPANY	667.70
10/11/2019	01	76433	00001784	GOOGLE INC.	92.46
10/11/2019	01	76434	00000608	GOOSE SQUAD L.L.C.	900.00
10/11/2019	01	76435	00000213	HAJOCA CORPORATION	78.93
10/11/2019	01	76436	00000114	HARLEYSVILLE MATERIALS, LLC	122.92
10/11/2019	01	76437	100000162	HERMAN GOLDNER COMPANY, INC.	962.00
10/11/2019	01	76438	00001793	HILLTOWN TOWNSHIP	3,596.10
10/11/2019	01	76439	00000903	HOME DEPOT CREDIT SERVICES	313.87
10/11/2019	01	76440	00001052	HORSHAM TOWNSHIP	1,162.55
10/11/2019	01	76441	00000102	INTERSTATE BATTERY SYSTEMS OF	621.70
10/11/2019	01	76442	100000882	JACOB MILLEVOI	45.00
10/11/2019	01	76443	100000889	JACOB WELTMAN	30.00
10/11/2019	01	76444	100000881	JOHN H. MOGENSEN	60.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/11/2019	01	76445	100000887	JON WASHINGTON	90.00
10/11/2019	01	76446	100000904	JULIUS MACK	105.00
10/11/2019	01	76447	100000487	KILEY ALBERTS	235.00
10/11/2019	01	76448	00000057	LAWN AND GOLF SUPPLY COMPANY, INC.	114.55
10/11/2019	01	76449	00000354	MAD SCIENCE OF WEST NEW JERSEY	304.00
10/11/2019	01	76450	00000675	MAGLOCLEN	400.00
10/11/2019	01	76451	00000689	MARY KAY KELM, ESQUIRE	2,062.50
10/11/2019	01	76452	100000883	MARY NEWELL	40.00
10/11/2019	01	76453	00000201	MASTERTECH AUTO SERVICE, LLC	2,343.93
10/11/2019	01	76454	100000877	MATTHEW GIORGIO	40.00
10/11/2019	01	76455	00000974	MCCARTHY AND COMPANY, PC	4,707.50
10/11/2019	01	76456	100000788	MCDONALD'S	111.16
10/11/2019	01	76457	100000875	MICHAEL BEAN	30.00
10/11/2019	01	76458	100000885	MICHAEL SHEARER	30.00
10/11/2019	01	76459	100001187	MONTGOMERY POINTE COMMUNITY ASSOC	2,900.00
10/11/2019	01	76460	00001054	NEW BRITAIN TOWNSHIP	3,240.11
10/11/2019	01	76461	100000171	NFPA	581.93
10/11/2019	01	76462	00000356	NORTH WALES WATER AUTHORITY	2,547.35
10/11/2019	01	76463	100000728	NORTH WALES WATER AUTHORITY	21,175.00
10/11/2019	01	76464	00001134	OFFICE DEPOT, INC	364.82
10/11/2019	01	76465	03214653	OVERHEAD DOOR CORPORATION	1,182.87
10/11/2019	01	76466	MISC	PATRIOT SPRINKLER CO	130.00
10/11/2019	01	76467	100000890	PAUL MOGENSEN	120.00
10/11/2019	01	76468	00000661	PAULA MESZAROS	221.25
10/11/2019	01	76469	MISC	PBGW REALTY PARTNERS, L.P.	96.57
10/11/2019	01	76470	00000397	PECO ENERGY	9,899.69
10/11/2019	01	76471	00000399	PECO ENERGY	8,547.84
10/11/2019	01	76472	100001184	PENN POWER GROUP	597.50
10/11/2019	01	76473	00000595	PENN VALLEY CHEMICAL COMPANY	48.00
10/11/2019	01	76474	00001358	PENNSYLVANIA RECREATION AND PARK	1,328.00
10/11/2019	01	76475	00000564	PERSONAL PROTECTION CONSULTANTS,	897.00
10/11/2019	01	76476	100000754	PETROLEUM TRADERS CORP.	3,956.25
10/11/2019	01	76477	100000755	PETROLEUM TRADERS CORP.	3,247.26
10/11/2019	01	76478	00000009	PETTY CASH	333.96
10/11/2019	01	76479	00000446	PHISCON ENTERPRISES, INC.	700.00
10/11/2019	01	76480	00000345	PRINTWORKS & COMPANY, INC.	321.77
10/11/2019	01	76481	100000656	PROMARK TREE SERVICE, INC.	49,725.00
10/11/2019	01	76482	00000252	PURE CLEANERS	530.00
10/11/2019	01	76483	100001010	RACHEL GIBSON	30.00
10/11/2019	01	76484	100000886	RACHEL TROUTMAN	15.00
10/11/2019	01	76485	00002033	REPUBLIC SERVICES NO. 320	2,506.43
10/11/2019	01	76486	100000780	RHYTHM ENGINEERING	5,210.00
10/11/2019	01	76487	00001153	RICARDO DEJESUS	285.94
10/11/2019	01	76488	00000441	ROBERT HART	22.90
10/11/2019	01	76489	100000873	RYAN ALLISON	30.00
10/11/2019	01	76490	100000884	RYAN RUDDLELL	30.00
10/11/2019	01	76491	00001618	SEALMASTER	174.00
10/11/2019	01	76492	100000874	SEAN ALLISON	90.00
10/11/2019	01	76493	00001939	SERVICE TIRE TRUCK CENTERS	474.32
10/11/2019	01	76494	00000465	SHAPIRO FIRE PROTECTION COMPANY	122.05
10/11/2019	01	76495	00000833	SHERWIN WILLIAMS COMPANY	751.93
10/11/2019	01	76496	00001030	SIGNAL CONTROL PRODUCTS, INC.	425.00
10/11/2019	01	76497	100001113	SIMPLEX WELLNESS	6,718.21
10/11/2019	01	76498	00000468	SIRCHIE FINGER PRINT	240.68
10/11/2019	01	76499	00001656	SOSMETAL PRODUCTS INC.	312.15
10/11/2019	01	76500	100000701	STAPLES BUSINESS CREDIT	1,092.18
10/11/2019	01	76501	00003015	STEPHEN A. SPLENDIDO	30.00
10/11/2019	01	76502	100001008	SUMMIT ELECTRIC CONSTRUCTION, INC	650.00
10/11/2019	01	76503	MISC	SUNRUN INSTALLATION SERVICES, INC.	220.00
10/11/2019	01	76504	MISC	SUPPRESSION SYSTEMS INC	5.00
10/11/2019	01	76505	MISC	TESLA ENERGY OPERATIONS INC	4.50
10/11/2019	01	76506	00001273	TIM KUREK	1,143.25
10/11/2019	01	76507	00001771	TIMAC AGRO USA	1,982.13
10/11/2019	01	76508	00001984	TRAFFIC PLANNING AND DESIGN, INC.	39,014.08
10/11/2019	01	76509	00001984	VOID	0.00
10/11/2019	01	76510	100000391	TRAINING FORCE USA	199.00
10/11/2019	01	76511	00000506	TRANS UNION LLC	75.00
10/11/2019	01	76512	100000897	TREVOR DALTON	15.00
10/11/2019	01	76513	03214643	UNWINED & PAINT	190.00
10/11/2019	01	76514	100000012	USA FOOTBALL	2,066.48
10/11/2019	01	76515	00000040	VERIZON	41.86
10/11/2019	01	76516	00000040	VERIZON	64.66
10/11/2019	01	76517	00000040	VERIZON	144.99
10/11/2019	01	76518	00000040	VERIZON	264.67
10/11/2019	01	76519	00000040	VERIZON	265.92
10/11/2019	01	76520	00000040	VERIZON	187.39
10/11/2019	01	76521	00000038	VERIZON WIRELESS SERVICES, LLC	1,694.75
10/11/2019	01	76522	100000854	VINAY SETTY	90.00
10/11/2019	01	76523	100000891	VINCENT ZIRPOLI	120.00
10/11/2019	01	76524	100000825	VMSC	353.70
10/11/2019	01	76525	00000538	WARRINGTON TOWNSHIP	1,989.80

10/11/2019 02:16 PM  
User: msanders  
DB: Montgomery Twp

CHECK REGISTER FOR MONTGOMERY TOWNSHIP  
CHECK DATE FROM 09/24/2019 - 10/15/2019

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/11/2019	01	76526	00001329	WELDON AUTO PARTS	340.87
10/11/2019	01	76527	100001013	WILLIAM F. WIEGMAN III	120.00
10/11/2019	01	76528	00906130	WISMER AUTO INTERIORS	225.00
10/11/2019	01	76529	00001084	WITMER ASSOCIATES, INC.	386.84
10/11/2019	01	76530	100001042	ZACHARY EIDEN	75.00
10/11/2019	01	76531	100001180	MONSTER PAVING, INC.	86,273.60

01 TOTALS:

(4 Checks Voided)

Total of 161 Disbursements:

1,125,368.07

**Check List**  
**For Checks Dated 09/24/2019 - 10/15/2019**

<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
09/25/19	State of PA	State Tax Payment	9,211.98
10/01/19	US Treasury	945 Payment	7,448.21
10/01/19	ICMA	DROP Plan Payment	5,536.68
10/03/19	BCG 401	401 Payment	15,612.91
10/03/19	BCG 457	457 Payment	11,677.75
10/03/19	PBA	PBA Payment	1,250.00
10/03/19	PA SCDU	Withholding Payment	470.02
10/03/19	US Treasury	941 Payment	83,601.33
<b>Total Checks: 8</b>			<b>\$ 134,808.88</b>