

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

www.montgomerytwp.org

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

Carolyn McCreary
Township Manager

1. Call Meeting to Order
2. Pledge of Allegiance
3. Public Comment
4. Consent Agenda:
 - Minutes of January 22, 2024 Meeting
 - Payment of Bills for February 12, 2024
 - Escrow Release #4 – Higher Rock Residential Development
 - Escrow Release #8 and Start of Maintenance – Firefox Phase 2 (Northern Village)

Public Safety:

5. Authorization to Purchase Portable Speed Trailer
6. Authorization to Purchase Replacement Generator for Battalion 1 Firehouse
7. Acceptance of Office State Fire Commissioner Grant for DFS & FDMT
8. Authorization for FDMT 2024 Fundraising Activities

Public Works:

9. Authorization to Advertise Bid for the 2024 Curb and Curb Ramp Project
10. Authorization to Advertise Bid for 2024 Road Projects
11. Authorization to Advertise Bid for Milling and Paving Fire Department Battalion 1
12. Authorization to Advertise Bid for the Stormwater Improvement Project at Bedford Basin
13. Authorization to Advertise Bid for the Lawncare Treatment at Township - Owned Parks and Buildings
14. Authorize the Purchase of the Replacement of the Street Sweeper

Administration and Finance:

15. Resolution Supporting the Formation of a Consortium for the Wissahickon Clean Water Partnership
16. Recognition of Government Communicators Day – February 24, 2024
17. Resolution Supporting the Submission of a Grant Application for the Montco 2040 Program

Old Business:

New Business:

18. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #03

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

BACKGROUND:

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

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #04

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

BACKGROUND:

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

- Minutes of the January 22, 2024 Board meeting
- Payment of Bills for February 12, 2024
- Escrow Release #4 – Higher Rock Residential Development
- Escrow Release #8 and Start of Maintenance – Firefox Phase 2 (Northern Village)

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

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
JANUARY 22, 2024**

1. Call to Order: The January 22, 2024 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chairwoman Candyce Fluehr Chimera called the meeting to order at 7:00 p.m.

IN ATTENDANCE:

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

ALSO IN ATTENDANCE:

Police Chief J. Scott Bendig
Fire Chief Bill Wiegman
Director of Finance Brian Shapiro
Director of Planning & Zoning Marianne McConnell
Director of Public Works Greg Reiff
Director of Rec & Community Ctr. Floyd Shaffer
Director of IT Richard Grier
Recording Secretary Deborah Rivas

2. & 3. Pledge of Allegiance and Announcements: Following the Pledge of Allegiance, Ms. Chimera made the following announcements:

- The Montgomery County Department of Health and Human Services shared that their data shows that 94 households visited the 202 Trail during the 2023 Montco Trail Challenge. Look for additional information on the 2024 Montco Trail Challenge, coming this spring!
- The Pennsylvania Department of Transportation (PennDOT) recently announced that construction will begin on Monday, January 29, 2024 on a \$14.2 million project to improve travel and safety at Route 309 (Bethlehem Pike), Route 463 (Horsham Road/Cowpath Road), and Business U.S. 202 (Doylestown Road) Intersection, commonly referred to as Five-Points Intersection in Montgomery Township, Montgomery County. This project is financed 100% by federal funding. The press release is linked on our website for anybody seeking more information.

4. Public Comment: George Schutte of 109 Cove Circle commented that he had previously visited the Board to address concerns about his right to privacy and his neighbor's backyard camera. He said he installed a six-foot privacy fence, but his neighbor's camera is 10 feet high. He wants the Township to draft an ordinance to protect residents' privacy and enforce the height of external cameras.

5. Consent Agenda:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the minutes of the January 2, 2024 Board meeting, the payment of bills for January 22, 2024, the escrow release #15 and end of maintenance for Firefox Phase 1, the escrow release #1 for LUV Car Wash Montgomeryville, the escrow release #1 for

Krispy Kreme – 1281 Knapp Road, and the escrow release #8 for Westrum Montgomeryville were all approved as submitted.

Presentations:

6. Retirement of Police Canine Cooper – Chief Bendig reported that late last year, Canine Cooper retired after nine years of service to the Montgomery Township Police Department. Cooper entered service in 2015, serving as a dual-purpose canine, specializing in both patrol work and drug detection. During his distinguished career, Canine Cooper and his handler, Officer Brian Schreiber, responded to over 1110 calls for service, arresting numerous offenders and seizing significant quantities of drugs. This team also competed yearly in the United States Police Canine Association Police field trials, obtaining numerous tracking, narcotic, Detector Dog, and PD1 Certifications.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Ware, and unanimously carried (5-0), the Board recognized Canine Cooper for his nine years of service to the Police Department and citizens of Montgomery Township.

7. Introduction of Police Canine Niko: Chief Bendig introduced the newest member of the Canine Unit, Niko. Niko is a two-and-a-half-year-old German Shepard, imported from Germany, who has been serving the department since October of 2023. Certified in narcotics detection and patrol duties, Niko is handled by Officer Nicholas Eufrazio.

Public Safety:

8. New Fire Police Officers: Ms. Chimera administered the Oath of Office to Mr. Marquette and Mr. Otte.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Ware, and unanimously carried (5-0), the Board appointed Caeden Marquette and John Otte to the position of Special Fire Police Officers, effective January 22, 2024, and welcomed Mr. Marquette and Mr. Otte to Montgomery Township.

9. Purchase of Replacement Computers for the Police Department: Chief Bendig reported that the Police Department is scheduled to replace eight (8) desktop computers in accordance with the replacement schedule advocated by Rich Grier, Director of Information Technology for the Township. A quote has been received from Computer Design & Integration, LLC, an authorized vendor under the Co-Stars Cooperative Purchase Program, at a cost of \$15,154.64.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the Board awarded the contract for the purchase of eight (8) desktop computers from Computer Design & Integration, LLC, an authorized vendor under the Co-Stars Cooperative Purchase Program, at a total cost of \$15,154.64 per their quote.

10. Replacement Generator for Battalion 2 Change Order: Chief Wiegman reported that the Board approved the installation of a new generator at Battalion 2 firehouse at their meeting on June 12, 2023. The cost of the installation of the generator at that time was \$26,170.00. There was \$30,000.00 in the 2023 Capital Investment Plan. West Generator Services of Kulpsville, PA, has informed the Township that the quoted generator is no longer available and a timeframe for replacement is unknown. They are recommending a different generator that is a better option and has the same engine as the recently quoted replacement for the generator at Battalion 1. The additional cost is \$10,551.00. Several Board members had concerns about the increased cost and whether this new proposed generator was the best option. Chief Wiegman assured the Board that all options were considered before making this recommendation.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Bamford, and unanimously carried (5-0), the Board approved the change order for \$10,551.00 for the purchase of a new generator for the Battalion 2 firehouse to replace the existing generator. West Generator Service will purchase and install the new generator for \$36,721.00.

11. Advertisement of Ordinance Amendment Establishing Massage Establishments: Chief Bendig reported that last year staff initiated internal discussions regarding the need to regulate massage establishments within the Township due to a recent increase in the number of illegal massage or alternative therapy establishments around Montgomery Township that promote unlawful conduct such as prostitution, sex trafficking, and unfair labor practices. After discussion and review with the Township Solicitor, the staff is presenting the proposed ordinance for comment and review and requesting authorization to proceed and advertise. Ms. Bamford questioned the requirement for license fees to be set by resolution and the inclusion of a limitation of location proximity to 1,000 feet between such establishments. Ms. McCreary explained that the license fees must be set by resolution so they can be amended without having to amend the ordinance. The Board consensus was to include a distance limitation of 1,000 sq. ft. between these types of establishments. Ms. Ware inquired how this ordinance would impact current establishments and whether they would be required to register. Mr. Walko stated that they would have to register under this ordinance.

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Ware, and unanimously carried (5-0), the Board authorized staff to advertise for an amendment to the Township Code Part II, General Legislation, to create a new chapter entitled "Massage Establishments" with the additional language to restrict the locations to be no closer than 1,000 ft. between establishments.

Planning and Zoning:

12. Review of Zoning Hearing Board Application: Ms. McConnell identified the pending hearing application that was received for the February 7, 2024 Zoning Hearing Board meeting. Application 24010001 is for Raising Cane's Restaurants, LLC at 860 Bethlehem Pike for relief for proposed signage. Total proposed wall signage equals 319.96 sq ft. Maximum wall signage allowed at this location is 103 square feet.

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

13. 2023 Tree City USA Recertification and Growth Award Application:

MOTION: Upon motion by Ms. Chimera, seconded by Ms. Staab, and unanimously carried, the Board approved the application for Montgomery Township to receive the 2023 Tree City USA Recertification and 2023 Growth Award.

Old Business:

14. Review of Quiet Hours in the Township: Ms. McCreary stated that during the conditional use hearing for the Village Shopping Center at the December 11 public meeting, a resident spoke to the Board about concerns with noise levels should the project move forward. Since this property is adjacent to a residential development (The Orchards), the Board asked staff to review the ordinance and report back at a future meeting. The current quiet hours are 11:00 p.m. to 6:00 a.m. The staff has reviewed the code and recommended that the Board consider modifying the "quiet hours" while leaving the other portions of the ordinance in place as currently written. Staff suggested changing the hours from 9:00 p.m. to 7:00 a.m. Discussion followed, and the Board consensus was to keep the hours the same and monitor noise complaints to see if any future action needs to be taken.

New Business:

11. Department Reports - Monthly reports were submitted by each department for activity in the month of December. Ms. Staab mentioned a fire in her neighborhood and that the response from emergency personnel was swift. She thanked the fire and police departments for the care and concern provided to those affected by the fire. Chief Wiegman gave an update on the Township's Continuation of Operations Plan (COOP). Chief Wiegman reported that it is a plan to ensure that Township Governmental Services are not interrupted during a disaster. For example, the Township is currently engaged in COOP to upgrade its emergency communication infrastructure and increase the effectiveness and range of its current radio system. The upgrades include the placement of a radio repeater on the top of the new NWWA Water Tower at Airport Square. Recently, Township staff participated in a tabletop exercise to determine additional emergency service planning and action needs. In 2024, the plan will be revised as staff continues to determine the strengths and weaknesses. The Township will be positioned to have a starting point in an emergency.

12. Committee Liaison Reports – Ms. Long reported that she was unable to attend the Public Safety Committee. The Community and Recreation Center Advisory Committee reorganized and discussed the parking lot solar light problem. The temporary lights in the parking lot have been beneficial in illuminating the parking area in the dark. The front entrance ramp concrete work is complete. The committee met with Jenna Bertoti, the Special Events Coordinator. She is planning on three movies, eight concerts, Kids University and a teen event so far for this summer. Ms.

Bamford recognized Floyd Shaffer and his team as her company held a planning session at the center and the entire process was seamless.

Ms. Chimera reported that the Planning Commission was canceled.

Ms. Bamford reported that the Park Board was very excited about the Kenas Road Farmhouse at Windlestrae Park project. The architect's presentation provided the Park Board with several options to consider. The Shade Tree Commission is making progress on revising the street tree removal program. Arbor Day has been scheduled for April 27, 2024, at Gazebo Park. The Sewer Authority experienced a significant surge of water in their overflow tank due to the recent heavy rain. Nineteen trees surrounding the sewer plant were recently removed due to their poor condition. The trees had served as buffers so a privacy fence will be installed in the near future.

Ms. Staab reported that the Environmental Advisory Committee had not met yet. She also attended the Northern Montgomery County Recycling Commission meeting, and they discussed the recycling efforts throughout the region. Ms. Staab indicated that the Township might want to consider stepping away from the NMCRC as it is the most significant contributor to the efforts made by the members, of which the benefits are shared equally.

Ms. Ware reported that the Senior Committee discussed the Breakfast with Santa event and how well it was run and attended. The committee also discussed and set up senior-focused seminars for the 2024 calendar year. The Montco Senior Games will be held from May 6th to 10th, 2024.

Board members also gave a "shout-out" to the Public Works Department and Greg Reiff for the awesome job with the snow removal on Friday, January 19, 2024.

13. Adjournment: Upon motion by Ms. Chimera and seconded by Ms. Ware, the meeting was adjourned at 8:13 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary



Montgomery Township, PA

My Check Report

By Check Number

Date Range: 01/23/2024 - 02/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOL AP-APBNK						
MT001030	Dog Town	01/23/2024	Regular	0.00	575.94	97414
00000188	Galls, an Aramark Co., LLC	01/23/2024	Regular	0.00	2.64	97415
00000817	Gilmore & Associates, Inc.	01/23/2024	Regular	0.00	120.00	97416
MT003655	Standard Insurance Company	01/23/2024	Regular	0.00	9,357.24	97417
MT006727	Government Executive Media Group	01/24/2024	Regular	0.00	1,995.00	97418
MT006728	Child Safety Center of White County	01/30/2024	Regular	0.00	250.00	97419
MT000006	21st Century Media Newspapers LLC	02/07/2024	Regular	0.00	80.32	97420
MT000040	Acme Uniforms For Industry	02/07/2024	Regular	0.00	209.81	97421
MT000046	Adam J. Morrow	02/07/2024	Regular	0.00	250.00	97422
MT000046	Adam J. Morrow	02/07/2024	Regular	0.00	50.00	97423
MT000050	Adam Zwislewski	02/07/2024	Regular	0.00	560.00	97424
MT000150	Alphagraphics Lansdale	02/07/2024	Regular	0.00	341.34	97425
MT000167	Amazon.com Services, Inc	02/07/2024	Regular	0.00	582.60	97426
MT000229	Andrew Weiner	02/07/2024	Regular	0.00	100.00	97427
MT000233	Angel G. Mejias	02/07/2024	Regular	0.00	450.00	97428
MT000267	Anthony Rubas	02/07/2024	Regular	0.00	791.43	97429
MT000319	Associated Truck Parts	02/07/2024	Regular	0.00	57.30	97430
MT000342	B Safe Inc.	02/07/2024	Regular	0.00	830.40	97431
MT000393	Bergey's, Inc.	02/07/2024	Regular	0.00	637.16	97432
MT000442	Blue Tree Landscaping Inc.	02/07/2024	Regular	0.00	1,200.00	97433
MT000466	Brandi Blusiewicz	02/07/2024	Regular	0.00	150.00	97434
MT000468	Brandon Uzdzienski	02/07/2024	Regular	0.00	50.00	97435
MT000484	Brian Graber	02/07/2024	Regular	0.00	100.00	97436
MT000551	C.E.S.	02/07/2024	Regular	0.00	693.47	97437
MT000576	Cargo Trailer Sales, Inc	02/07/2024	Regular	0.00	130.56	97438
MT000579	Carl F. Herr	02/07/2024	Regular	0.00	150.00	97439
MT000584	Carlos A. Gonzalez Jr	02/07/2024	Regular	0.00	200.00	97440
MT000584	Carlos A. Gonzalez Jr	02/07/2024	Regular	0.00	50.00	97441
ZZ000365	Carrigan Geo Services Inc.	02/07/2024	Regular	0.00	600.00	97442
MT006733	Cheryl Minella	02/07/2024	Regular	0.00	65.00	97443
MT006734	Claire Hays	02/07/2024	Regular	0.00	65.00	97444
100001723	COMMONWEALTH OF PA	02/07/2024	Regular	0.00	121.12	97445
MT006705	Dane & Son Construction	02/07/2024	Regular	0.00	23,262.66	97446
MT001027	DJB Specialties, Inc.	02/07/2024	Regular	0.00	479.00	97447
MT001073	DVMMA Delaware Valley Municipal	02/07/2024	Regular	0.00	190.00	97448
MT001091	Eagle Power & Equipment Corp	02/07/2024	Regular	0.00	51.18	97449
MT001154	Elite 3 Facilities Maintenance, LLC	02/07/2024	Regular	0.00	4,600.00	97450
MT001191	Eoghan Lowry	02/07/2024	Regular	0.00	791.43	97451
MT001271	Fire Department of Montgomery	02/07/2024	Regular	0.00	17,500.00	97452
MT001312	Frank Callahan Company, Inc.	02/07/2024	Regular	0.00	24.92	97453
MT001313	Frank J. Blusiewicz Jr	02/07/2024	Regular	0.00	50.00	97454
MT001367	General Recreation, Inc.	02/07/2024	Regular	0.00	33,488.00	97455
00000193	George Allen Portable Toilets, Inc.	02/07/2024	Regular	0.00	160.00	97456
00000817	Gilmore & Associates, Inc.	02/07/2024	Regular	0.00	2,488.00	97457
MT001420	Goose Squad L.L.C.	02/07/2024	Regular	0.00	900.00	97458
MT006730	Hannah Cikowski	02/07/2024	Regular	0.00	45.00	97459
MT006738	Heather Drea	02/07/2024	Regular	0.00	65.00	97460
MT001539	Home Depot Credit Services	02/07/2024	Regular	0.00	617.00	97461
MT001550	Hoys Landscaping Inc	02/07/2024	Regular	0.00	3,875.00	97462
MT001599	Interstate Battery Systems	02/07/2024	Regular	0.00	89.95	97463
MT001631	Jacob Millevoi	02/07/2024	Regular	0.00	100.00	97464
MT006735	Jae Hennessy	02/07/2024	Regular	0.00	60.00	97465
MT001717	Jefferson Lansdale Hospital	02/07/2024	Regular	0.00	80.00	97466
MT001731	Jen Ames	02/07/2024	Regular	0.00	3,123.99	97467

My Check Report

Date Range: 01/23/2024 - 02/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT006736	Jennette Offenberg	02/07/2024	Regular	0.00	60.00	97468
MT006731	Jessica Groatman	02/07/2024	Regular	0.00	65.00	97469
MT001844	John Bereschak	02/07/2024	Regular	0.00	100.00	97470
MT001856	John H. Mogensen	02/07/2024	Regular	0.00	50.00	97471
MT001856	John H. Mogensen	02/07/2024	Regular	0.00	100.00	97472
MT001875	John R. Young & Company	02/07/2024	Regular	0.00	949.30	97473
MT002026	Keith Grierson	02/07/2024	Regular	0.00	100.00	97474
MT002050	Kenco Hydraulics	02/07/2024	Regular	0.00	920.38	97475
MT002156	Kyle W. Stump	02/07/2024	Regular	0.00	200.00	97476
MT002156	Kyle W. Stump	02/07/2024	Regular	0.00	50.00	97477
MT006729	Lansdale Borough	02/07/2024	Regular	0.00	20,696.11	97478
MT002176	Lansdale Lock Shop	02/07/2024	Regular	0.00	250.00	97479
MT002214	Lauren K Maxwell	02/07/2024	Regular	0.00	50.00	97480
100002165	Luke Kirchner	02/07/2024	Regular	0.00	100.00	97481
100002177	Michael Bean	02/07/2024	Regular	0.00	150.00	97482
100001926	Michael J. Kunzig	02/07/2024	Regular	0.00	150.00	97483
100002180	Minuteman Press	02/07/2024	Regular	0.00	1,150.00	97484
PAYR-IAFF	Montgomery Township Professional	02/07/2024	Regular	0.00	235.56	97485
MT002791	Morton Salt Inc	02/07/2024	Regular	0.00	17,950.96	97486
MT002930	North Penn Water Authority	02/07/2024	Regular	0.00	207.00	97487
MT002936	North Wales Water Authority	02/07/2024	Regular	0.00	113,814.00	97488
MT003001	PA DEP	02/07/2024	Regular	0.00	100.00	97489
MT003012	PACFCA	02/07/2024	Regular	0.00	150.00	97490
MT003044	Patrick Kerr	02/07/2024	Regular	0.00	300.00	97491
ZZ001780	PECO ENERGY COMPANY	02/07/2024	Regular	0.00	330.00	97492
MT003135	Petroleum Traders Corp.	02/07/2024	Regular	0.00	5,026.66	97493
MT003134	Petroleum Traders Corp.	02/07/2024	Regular	0.00	3,161.77	97494
MT003136	Petty Cash	02/07/2024	Regular	0.00	158.28	97495
MT003227	Rachel Brick	02/07/2024	Regular	0.00	150.00	97496
MT003230	Rachel Gibson	02/07/2024	Regular	0.00	340.00	97497
MT006732	Regina Dooner	02/07/2024	Regular	0.00	65.00	97498
MT003299	Republic Services No. 320	02/07/2024	Regular	0.00	2,146.60	97499
MT003365	Robert H. Grunmeier II	02/07/2024	Regular	0.00	100.00	97500
MT003440	Ryan Irvin	02/07/2024	Regular	0.00	50.00	97501
MT003533	Service Tire Truck Centers	02/07/2024	Regular	0.00	656.78	97502
MT003657	Staples Business Credit	02/07/2024	Regular	0.00	1,328.24	97503
MT006737	Stephen Robinson	02/07/2024	Regular	0.00	130.00	97504
MT006746	T. Schiefer Contractors, Inc.	02/07/2024	Regular	0.00	222,475.75	97505
MT003993	Uline	02/07/2024	Regular	0.00	371.37	97506
MT004080	Vinay P. Setty	02/07/2024	Regular	0.00	280.00	97507
MT004138	Weldon Auto Parts	02/07/2024	Regular	0.00	1,949.28	97508
MT004175	William F. Wiegman III	02/07/2024	Regular	0.00	156.96	97509
MT004189	William Tuttle	02/07/2024	Regular	0.00	150.00	97510
MT006754	Commonwealth of PA Clean Water Fund	02/07/2024	Regular	0.00	900.00	97511
00000625	MCCD - Clean Water Fund	02/07/2024	Regular	0.00	500.00	97512
MT002733	Montgomery County Conservation District	02/07/2024	Regular	0.00	5,000.00	97513
MT006754	Commonwealth of PA Clean Water Fund	02/08/2024	Regular	0.00	200.00	97514
00000625	MCCD - Clean Water Fund	02/08/2024	Regular	0.00	500.00	97515
MT002733	Montgomery County Conservation District	02/08/2024	Regular	0.00	4,000.00	97516
MT000006	21st Century Media Newspapers LLC	02/08/2024	Regular	0.00	771.36	97517
MT000040	Acme Uniforms For Industry	02/08/2024	Regular	0.00	425.47	97518
MT000046	Adam J. Morrow	02/08/2024	Regular	0.00	150.00	97519
MT000050	Adam Zwislewski	02/08/2024	Regular	0.00	420.00	97520
MT000150	Alphagraphics Lansdale	02/08/2024	Regular	0.00	395.70	97521
MT000167	Amazon.com Services, Inc	02/08/2024	Regular	0.00	2,117.23	97522
MT006739	Amy Brian	02/08/2024	Regular	0.00	135.00	97523
MT000224	Andrew Haber	02/08/2024	Regular	0.00	34.12	97524
MT000229	Andrew Weiner	02/08/2024	Regular	0.00	250.00	97525
MT000233	Angel G. Mejias	02/08/2024	Regular	0.00	600.00	97526
MT000279	Aramco, Inc.	02/08/2024	Regular	0.00	524.78	97527
MT000293	Armour & Sons Electric, Inc.	02/08/2024	Regular	0.00	296,500.50	97528

My Check Report

Date Range: 01/23/2024 - 02/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT000319	Associated Truck Parts	02/08/2024	Regular	0.00	198.52	97529
MT000320	AT&T	02/08/2024	Regular	0.00	121.39	97530
MT000342	B Safe Inc.	02/08/2024	Regular	0.00	106.55	97531
MT000392	Bergey's Wholesale Tire	02/08/2024	Regular	0.00	347.50	97532
MT000393	Bergey's, Inc.	02/08/2024	Regular	0.00	1,574.47	97533
MT000466	Brandi Blusiewicz	02/08/2024	Regular	0.00	200.00	97534
MT000468	Brandon Uzdzienski	02/08/2024	Regular	0.00	50.00	97535
MT000484	Brian Graber	02/08/2024	Regular	0.00	250.00	97536
MT000565	Canine Tactical Operations	02/08/2024	Regular	0.00	650.00	97537
MT000566	Canon Financial Services, Inc	02/08/2024	Regular	0.00	1,999.95	97538
MT000579	Carl F. Herr	02/08/2024	Regular	0.00	100.00	97539
MT000584	Carlos A. Gonzalez Jr	02/08/2024	Regular	0.00	150.00	97540
MT000632	CDW Government, Inc.	02/08/2024	Regular	0.00	4,695.06	97541
MT006755	Cheryl Lightfoot	02/08/2024	Regular	0.00	25.00	97542
MT000679	Chris Cardamone	02/08/2024	Regular	0.00	50.00	97543
MT000779	Colmar Veterinary Hospital	02/08/2024	Regular	0.00	588.48	97544
MT000787	Comcast	02/08/2024	Regular	0.00	576.83	97545
MT006751	CoreStates, Inc	02/08/2024	Regular	0.00	1,395.33	97546
MT006743	Curb Appeal Detail	02/08/2024	Regular	0.00	425.00	97547
MT006747	David Ulmer	02/08/2024	Regular	0.00	60.00	97548
MT001071	DVHT Delaware Valley Health Trust	02/08/2024	Regular	0.00	211,825.99	97549
MT001086	E.M. Kutz, Inc.	02/08/2024	Regular	0.00	1,105.31	97550
MT001099	Eastcom Associates, Inc.	02/08/2024	Regular	0.00	5,913.00	97551
MT001214	Established Traffic Control	02/08/2024	Regular	0.00	288.00	97552
MT006745	FLIPSNACK LLC	02/08/2024	Regular	0.00	420.00	97553
00000188	Galls, an Aramark Co., LLC	02/08/2024	Regular	0.00	74.97	97554
MT006750	Gary Fisher	02/08/2024	Regular	0.00	65.00	97555
00001323	Glick Fire Equipment Company Inc	02/08/2024	Regular	0.00	2,144.15	97556
MT001419	Google Inc.	02/08/2024	Regular	0.00	18.00	97557
MT001423	Gouldey Welding & Fabrications, Inc	02/08/2024	Regular	0.00	450.00	97558
MT001430	Granturk Equipment Co., Inc.	02/08/2024	Regular	0.00	988.80	97559
MT001464	Hajoca Corporation	02/08/2024	Regular	0.00	99.74	97560
MT006759	Helen Legato	02/08/2024	Regular	0.00	60.00	97561
MT001523	Hexagon Safety & Infrastructure	02/08/2024	Regular	0.00	2,003.00	97562
MT001529	Histand's Supply	02/08/2024	Regular	0.00	1,111.80	97563
MT001539	Home Depot Credit Services	02/08/2024	Regular	0.00	346.30	97564
MT001545	Horsham Car Wash	02/08/2024	Regular	0.00	133.00	97565
MT001594	International Bronze, Ltd	02/08/2024	Regular	0.00	358.00	97566
MT001631	Jacob Millevoi	02/08/2024	Regular	0.00	50.00	97567
MT001748	Jennifer Choi Pure Cleaners	02/08/2024	Regular	0.00	1,213.50	97568
MT006748	Jill Wilson	02/08/2024	Regular	0.00	55.00	97569
MT001844	John Bereschak	02/08/2024	Regular	0.00	200.00	97570
MT001856	John H. Mogensen	02/08/2024	Regular	0.00	100.00	97571
MT001883	Johnson Controls Fire Protection LP	02/08/2024	Regular	0.00	3,898.00	97572
MT002026	Keith Grierson	02/08/2024	Regular	0.00	50.00	97573
MT002077	Keystone Municipal Services, Inc.	02/08/2024	Regular	0.00	10,350.00	97574
MT002156	Kyle W. Stump	02/08/2024	Regular	0.00	250.00	97575
MT002214	Lauren K Maxwell	02/08/2024	Regular	0.00	150.00	97576
MT002224	Law Enforcement Seminars LLC	02/08/2024	Regular	0.00	425.00	97577
MT002256	Lexipol LLC	02/08/2024	Regular	0.00	9,704.10	97578
MT006753	Linda Kolsky	02/08/2024	Regular	0.00	70.00	97579
100002165	Luke Kirchner	02/08/2024	Regular	0.00	100.00	97580
MT006741	LUV Car Wash	02/08/2024	Regular	0.00	560,420.99	97581
00000689	Mary Kay Kelm, Esquire	02/08/2024	Regular	0.00	1,608.75	97582
00000201	Mastertech Auto Service, LLC.	02/08/2024	Regular	0.00	417.44	97583
100000788	McDonald's	02/08/2024	Regular	0.00	17.90	97584
100000013	MCMFOA	02/08/2024	Regular	0.00	50.00	97585
100000875	Michael H. Bean	02/08/2024	Regular	0.00	200.00	97586
100001926	Michael J. Kunzig	02/08/2024	Regular	0.00	50.00	97587
MT002791	Morton Salt Inc	02/08/2024	Regular	0.00	10,723.24	97588
MT002796	Moyer Indoor / Outdoor	02/08/2024	Regular	0.00	482.71	97589

My Check Report

Date Range: 01/23/2024 - 02/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT002806	Mulch Barn Supply	02/08/2024	Regular	0.00	2,136.00	97590
MT002822	NAFI National Association of	02/08/2024	Regular	0.00	55.00	97591
MT002857	Nationwide Pet Insurance	02/08/2024	Regular	0.00	308.24	97592
MT002961	ODP Business Solutions, LLC	02/08/2024	Regular	0.00	221.51	97593
MT006744	Pat Breen	02/08/2024	Regular	0.00	150.00	97594
MT003044	Patrick Kerr	02/08/2024	Regular	0.00	150.00	97595
MT003063	Paula Meszaros	02/08/2024	Regular	0.00	425.00	97596
MT003076	PECO Energy	02/08/2024	Regular	0.00	7,515.68	97597
MT003077	PECO Energy	02/08/2024	Regular	0.00	15,272.15	97598
MT003086	Penn Care	02/08/2024	Regular	0.00	4,169.45	97599
MT003109	Pennsylvania One Call System, Inc.	02/08/2024	Regular	0.00	263.89	97600
MT003134	Petroleum Traders Corp.	02/08/2024	Regular	0.00	2,110.84	97601
MT003135	Petroleum Traders Corp.	02/08/2024	Regular	0.00	1,082.44	97602
MT003160	Pitney Bowes Global Financial Services LLC	02/08/2024	Regular	0.00	733.95	97603
MT003170	Police Chiefs Association of	02/08/2024	Regular	0.00	58.00	97604
MT006740	Pure Smile Dentistry	02/08/2024	Regular	0.00	500.00	97605
MT003227	Rachel Brick	02/08/2024	Regular	0.00	50.00	97606
MT003230	Rachel Gibson	02/08/2024	Regular	0.00	220.00	97607
MT003265	RCX Sports LLC	02/08/2024	Regular	0.00	2,590.00	97608
MT003291	RemArk Alloys, Inc.	02/08/2024	Regular	0.00	556.28	97609
MT003334	Richter Drafting and Office Supply Co. Inc	02/08/2024	Regular	0.00	104.16	97610
MT003365	Robert H. Grunmeier II	02/08/2024	Regular	0.00	100.00	97611
MT003533	Service Tire Truck Centers	02/08/2024	Regular	0.00	2,409.54	97612
MT003600	SnapOn Industrial	02/08/2024	Regular	0.00	150.00	97613
MT003657	Staples Business Credit	02/08/2024	Regular	0.00	223.36	97614
MT006749	Stephanie Osmers	02/08/2024	Regular	0.00	12.00	97615
MT003712	Stryker Sales LLC	02/08/2024	Regular	0.00	3,081.69	97616
MT003729	Sunbelt Rentals, Inc.	02/08/2024	Regular	0.00	2,548.72	97617
MT003880	Thomson Reuters	02/08/2024	Regular	0.00	293.51	97618
MT003936	Tracker Products	02/08/2024	Regular	0.00	3,668.00	97619
MT003988	U.S. Municipal Supply Inc.	02/08/2024	Regular	0.00	2,606.41	97620
MT004004	Univest Insurance, Inc.	02/08/2024	Regular	0.00	3,119.00	97621
MT004006	Unwined and Paint	02/08/2024	Regular	0.00	30.00	97622
MT004051	Verizon	02/08/2024	Regular	0.00	602.47	97623
MT004051	Verizon	02/08/2024	Regular	0.00	190.60	97624
MT004051	Verizon	02/08/2024	Regular	0.00	71.75	97625
MT004051	Verizon	02/08/2024	Regular	0.00	369.15	97626
MT004051	Verizon	02/08/2024	Regular	0.00	269.00	97627
MT004051	Verizon	02/08/2024	Regular	0.00	41.80	97628
MT004056	Verizon Wireless Services, LLC	02/08/2024	Regular	0.00	3,845.64	97629
MT004080	Vinay P. Setty	02/08/2024	Regular	0.00	490.00	97630
MT004138	Weldon Auto Parts	02/08/2024	Regular	0.00	1,025.64	97631
MT004161	Whitmoyer Auto Group	02/08/2024	Regular	0.00	71,400.00	97632
MT004175	William F. Wiegman III	02/08/2024	Regular	0.00	143.71	97633
MT004189	William Tuttle	02/08/2024	Regular	0.00	100.00	97634
MT004196	Wismer Auto Interiors	02/08/2024	Regular	0.00	175.06	97635
PAYR-LST	HAB-LST	01/23/2024	Bank Draft	0.00	1,372.00	DFT0000170
PAYR-PBA	Police Benevolent Association	02/01/2024	Bank Draft	0.00	1,396.00	DFT0000171
PAYR-POL PEN	U.S. Bank	02/01/2024	Bank Draft	0.00	8,394.08	DFT0000172
PAYR-PA SCDU	PA SCDU	02/01/2024	Bank Draft	0.00	530.77	DFT0000173
PAYR-401	Empower Retirement	02/01/2024	Bank Draft	0.00	18,405.13	DFT0000174
PAYR-457	Empower Retirement	02/01/2024	Bank Draft	0.00	19,006.04	DFT0000175
PAYR-PHILA	City of Philadelphia	02/01/2024	Bank Draft	0.00	290.30	DFT0000176

My Check Report

Date Range: 01/23/2024 - 02/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PAYR-SITW	State of Pennsylvania	02/01/2024	Bank Draft	0.00	11,029.35	DFT0000177

Bank Code POOL AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	364	222	0.00	1,800,402.03
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	60,423.67
EFT's	0	0	0.00	0.00
	372	230	0.00	1,860,825.70

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	364	222	0.00	1,800,402.03
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	60,423.67
EFT's	0	0	0.00	0.00
	372	230	0.00	1,860,825.70

Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	1/2024	13,672.82
99	Claim on Pooled Cash	2/2024	1,847,152.88
			1,860,825.70

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

Item #04c

SUBJECT:	Escrow Release 4 – Higher Rock Residential Development – LDS#721
MEETING DATE:	February 12, 2024
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Marianne McConnell, Director of Planning and Zoning

BACKGROUND:

Attached is a construction escrow release requested by WB Homes for the Higher Rock Residential Development as recommended by the Township Engineer.

The original amount of the escrow was \$1,089,079.09, held as a Letter of Credit with the Township. This is the fourth release and is in the amount of \$71,517.05. The new balance would be \$439,054.99.

MOTION/RESOLUTION:

Motion to authorize as part of the consent agenda



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 26, 2024

File No. 1607014.03

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

Reference: Higher Rock Residential Development – LDS#721
Escrow Release 4

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements noted on the enclosed escrow summary in the amount of \$71,517.05 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

Please note the discrepancy between the requested release of \$66,875.50 and the recommended release of \$71,517.05 is due to the reduction of the contingency per the agreement.

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

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

Sincerely,

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

JPD/si

Enclosure: Release of Escrow Form (1/26/24), Summary of Improvement Escrow Account (1/26/24), Developer's Request (1/19/24)

cc: Marianne McConnell, Assistant Director of Planning and Zoning
Mary Gambino, Project Coordinator – Montgomery Township
John Walko, Esq., Solicitor – Kilkenny Law
Steve Shaffer, WB Homes, Inc.
Judith Stern Goldstein, ASLA, R.L.A. – Gilmore & Associates, Inc.
Damon Drummond, P.E., PTOE – Gilmore & Associates, Inc.

RELEASE OF ESCROW FORM

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

Date: 01/19/2024

Development: Higher Rock Residential Development - LDS-721
Release #: 4

G&A Project #: 1607014.03

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$66,875.50. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 01/26/2024

Dear Ms. McCreary

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$71,517.05 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

James P. Dougherty 1/26/2024
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # _____

WHEREAS, a request for release of escrow was received from Cavendish Acquisitions, LP by Riley Development GP., Corp., its sole GP for Higher Rock Residential Development - LDS-721, in the amount of \$66,875.50, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$71,517.05; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$71,517.05; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum.

BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Letter of Credit with Montgomery Township in total sum of \$1,089,079.09 pursuant to a signed Land Development Agreement and that \$578,507.05 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$439,054.99 in escrow.

MOTION BY: _____

VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director

**ESCROW RELEASE NO.: 4**

DATE PREPARED: 26-Jan-2024

PROJECT NAME: Higher Rock Residential Development TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 MONTGOMERY TOWNSHIP
DEVELOPER: Cavendish Acquisitions, LP by Riley Development GP., Corp., its sole GP TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 TOWNSHIP NO.: LDS-721
ESCROW AGENT: M & T Bank G&A PROJECT NO.: 1607014.03
TYPE OF SECURITY: Letter of Credit MAINTENANCE BOND AMOUNT (15%): \$ 148,510.79 AGREEMENT DATE: 27-Apr-2023

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$ 990,071.90	\$ 65,015.50	\$ 525,915.50	\$ 590,931.00	\$ 389,140.90
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yy = \$0.00)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 99,007.19	\$ 6,501.55	\$ 52,591.55	\$ 59,093.10	\$ 39,914.09
TOTAL	\$ 1,089,079.09	\$ 71,517.05	\$ 578,507.05	\$ 650,024.10	\$ 439,054.99

CONSTRUCTION ITEMS		UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (Incl. current release)		AVAILABLE FOR RELEASE (Incl. current release)	
						QTY	COST	QTY	COST	QTY	COST	QTY	COST
A. EROSION CONTROL													
1.	12" Filter Sock	LF	512	\$ 4.50	\$ 2,304.00	\$ -	-	512.00	\$ 2,304.00	512.00	\$ 2,304.00	\$ -	-
2.	12" Diversion Sock	LF	136	\$ 5.00	\$ 680.00	\$ -	-	136.00	\$ 680.00	136.00	\$ 680.00	\$ -	-
3.	18" Diversion Sock	LF	121	\$ 9.50	\$ 1,149.50	\$ -	-	121.00	\$ 1,149.50	121.00	\$ 1,149.50	\$ -	-
4.	Construction Entrance	LS	1	\$ 3,500.00	\$ 3,500.00	\$ -	-	1.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ -	-
5.	Inlet Protection	EA	19	\$ 150.00	\$ 2,850.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	19.00	\$ 2,850.00
6.	Safety / Tree Fence	LF	1368	\$ 2.50	\$ 3,420.00	\$ -	-	1,368.00	\$ 3,420.00	1,368.00	\$ 3,420.00	\$ -	-
7.	Concrete Washout	EA	1	\$ 750.00	\$ 750.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	1.00	\$ 750.00
8.	Swale 1 - with Matting NAG SC150	LF	321	\$ 6.50	\$ 2,086.50	\$ -	-	150.00	\$ 975.00	150.00	\$ 975.00	171.00	\$ 1,111.50
9.	Swale 2 - with Matting NAG SC150	LF	96	\$ 8.50	\$ 824.00	\$ -	-	96.00	\$ 824.00	96.00	\$ 824.00	\$ -	-
10.	Swale 3 - with Matting NAG SC150	LF	160	\$ 6.50	\$ 1,040.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	160.00	\$ 1,040.00
11.	Slope Protection Matting	SF	8988	\$ 0.30	\$ 2,696.40	\$ -	-	1,000.00	\$ 300.00	1,000.00	\$ 300.00	7,988.00	\$ 2,396.40
12.	Temp Seed Stockpile	EA	1	\$ 750.00	\$ 750.00	\$ -	-	1.00	\$ 750.00	1.00	\$ 750.00	\$ -	-
13.	Sed Trap 1 Excavation and Grading	LS	1	\$ 4,500.00	\$ 4,500.00	\$ -	-	1.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -	-
14.	Sed Trap 1 Baffle Wall	LF	140	\$ 27.50	\$ 3,850.00	\$ -	-	140.00	\$ 3,850.00	140.00	\$ 3,850.00	\$ -	-
15.	Sed Trap 1 Temp 18" CMP Pipe	LF	30	\$ 60.00	\$ 1,800.00	\$ -	-	30.00	\$ 1,800.00	30.00	\$ 1,800.00	\$ -	-
16.	Sed Trap 1 Anti Seep Collars	EA	2	\$ 650.00	\$ 1,300.00	\$ -	-	2.00	\$ 1,300.00	2.00	\$ 1,300.00	\$ -	-
17.	Sed Trap 1 Temp Riser	EA	1	\$ 3,000.00	\$ 3,000.00	\$ -	-	1.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ -	-
18.	Sed Trap 1 Temp Seeding	SF	6400	\$ 0.10	\$ 640.00	\$ -	-	6,400.00	\$ 640.00	6,400.00	\$ 640.00	\$ -	-
19.	E&S Maintenance and Removal	LS	1	\$ 3,700.00	\$ 3,700.00	\$ -	-	0.50	\$ 1,850.00	0.50	\$ 1,850.00	0.50	\$ 1,850.00
B. EARTHWORK													
1.	Earthwork-Strip Topsoil 6"	CY	2244	\$ 3.50	\$ 7,854.00	\$ -	-	2,244.00	\$ 7,854.00	2,244.00	\$ 7,854.00	\$ -	-
2.	Earthwork-Cut to Fill	CY	3986	\$ 3.00	\$ 11,958.00	\$ -	-	3,986.00	\$ 11,958.00	3,986.00	\$ 11,958.00	\$ -	-
3.	Earthwork-Return Topsoil 6"	CY	1248	\$ 4.00	\$ 4,992.00	\$ -	-	1,248.00	\$ 4,992.00	1,248.00	\$ 4,992.00	\$ -	-
4.	Sed Trap Removal-Desilt	LS	1	\$ 1,500.00	\$ 1,500.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	1.00	\$ 1,500.00
5.	Sed Trap Removal-Remove Temp Pipe and Riser	LS	1	\$ 2,500.00	\$ 2,500.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	1.00	\$ 2,500.00
6.	Sed Trap Removal-Remove Baffle	LS	1	\$ 300.00	\$ 300.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	1.00	\$ 300.00
7.	Sed Trap Removal-Excavation	LS	1	\$ 3,500.00	\$ 3,500.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	1.00	\$ 3,500.00
C. STORM SEWER													
1.	15 HDPE	LF	936	\$ 55.00	\$ 51,480.00	\$ -	-	834.00	\$ 45,870.00	834.00	\$ 45,870.00	102.00	\$ 5,610.00
2.	18 HDPE	LF	84	\$ 60.00	\$ 5,040.00	\$ -	-	84.00	\$ 5,040.00	84.00	\$ 5,040.00	\$ -	-
3.	24 HDPE	LF	245	\$ 75.00	\$ 18,375.00	\$ -	-	245.00	\$ 18,375.00	245.00	\$ 18,375.00	\$ -	-
4.	8 PVC Roof Drain Header	LF	670	\$ 35.00	\$ 30,450.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	670.00	\$ 30,450.00
5.	Roof Drain Cleanout	EA	8	\$ 100.00	\$ 800.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	8.00	\$ 800.00
6.	4 ft C Inlet	EA	2	\$ 2,500.00	\$ 5,000.00	\$ -	-	2.00	\$ 5,000.00	2.00	\$ 5,000.00	\$ -	-
7.	4 ft M Double Inlet	EA	3	\$ 3,850.00	\$ 11,550.00	\$ -	-	3.00	\$ 11,550.00	3.00	\$ 11,550.00	\$ -	-
8.	4 ft M Inlet	EA	5	\$ 2,350.00	\$ 11,750.00	\$ -	-	4.00	\$ 9,400.00	4.00	\$ 9,400.00	1.00	\$ 2,350.00
9.	Storm Manholes	EA	6	\$ 3,000.00	\$ 18,000.00	\$ -	-	6.00	\$ 18,000.00	6.00	\$ 18,000.00	\$ -	-
10.	Tie Into Existing Inlet	EA	1	\$ 1,500.00	\$ 1,500.00	\$ -	-	1.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	-
9.	Rip Rap Aprons at Curb Breaks	EA	2	\$ 850.00	\$ 1,700.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	2.00	\$ 1,700.00

**ESCROW RELEASE NO.: 4**

DATE PREPARED: 26-Jan-2024

PROJECT NAME:	Higher Rock Residential Development	TOTAL ENGINEERING/LEGAL (CASH ESCROW):	\$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER:	Cavendish Acquisitions, LP by Riley Development GP, Corp., its sole GP	TOTAL ADMINISTRATION (CASH ESCROW):	\$ 5,000.00	TOWNSHIP NO.: LDS-721
ESCROW AGENT:	M & T Bank			G&A PROJECT NO.: 1607014.03
TYPE OF SECURITY:	Letter of Credit	MAINTENANCE BOND AMOUNT (15%):	\$ 148,510.79	AGREEMENT DATE: 27-Apr-2023

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$ 980,071.80	\$ 65,015.50	\$ 525,915.50	\$ 590,931.00	\$ 389,140.80
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yy = \$0.00)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 99,007.19	\$ 8,501.55	\$ 52,591.55	\$ 59,093.10	\$ 39,914.09
TOTAL	\$ 1,089,079.09	\$ 73,517.05	\$ 578,507.05	\$ 650,024.10	\$ 439,054.99

CONSTRUCTION ITEMS					UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (incl. current release)		AVAILABLE FOR RELEASE (incl. current release)				
									QTY	COST	QTY	COST	QTY	COST	QTY	COST			
C. STORM SEWER																			
10.	UG Basin - 60" Perf. HDPE	LF	611	\$	150.00	\$	91,650.00		\$	-	611.00	\$	91,650.00	611.00	\$	91,650.00	\$	-	
11.	UG Basin - 60" HDPE Fittings	EA	4	\$	3,000.00	\$	12,000.00		\$	-	4.00	\$	12,000.00	4.00	\$	12,000.00	\$	-	
12.	UG Basin - 6" Perf. Underdrain	LF	103	\$	25.00	\$	2,575.00		\$	-	103.00	\$	2,575.00	103.00	\$	2,575.00	\$	-	
13.	UG Basin - PADOT Type 2B Stone	CF	58000	\$	0.50	\$	29,000.00		\$	-	58,000.00	\$	29,000.00	58,000.00	\$	29,000.00	\$	-	
14.	UG Basin - 40mil Liner (top, bottom, and sides) 103.5x46.5x14	SF	13626	\$	2.00	\$	27,652.00		\$	-	13,826.00	\$	27,652.00	13,826.00	\$	27,652.00	\$	-	
15.	UG Basin - AASHTO Class 3 Non-Woven GT	SF	27652	\$	1.00	\$	27,652.00		\$	-	27,652.00	\$	27,652.00	27,652.00	\$	27,652.00	\$	-	
16.	UG Basin - Outlet Structure	EA	1	\$	15,000.00	\$	15,000.00		\$	-	1.00	\$	15,000.00	1.00	\$	15,000.00	\$	-	
16.	UG Basin - Storm Inlets	EA	4	\$	5,250.00	\$	21,000.00		\$	-	4.00	\$	21,000.00	4.00	\$	21,000.00	\$	-	
17.	UG Basin - Storm Manholes	EA	3	\$	5,000.00	\$	15,000.00		\$	-	3.00	\$	15,000.00	3.00	\$	15,000.00	\$	-	
18.	Flexstorm Inlet Filters	EA	13	\$	1,250.00	\$	16,250.00		\$	-		\$	-		\$	-	13.00	\$	16,250.00
D. CONCRETE																			
SITE																			
1.	18" Concrete Curb	LF	2078	\$	18.50	\$	38,443.00	678.00	\$	12,543.00	1,400.00	\$	25,900.00	2,078.00	\$	38,443.00		\$	-
2.	Mountable Islands	LF	250	\$	25.00	\$	6,250.00	250.00	\$	6,250.00		\$	-	250.00	\$	6,250.00		\$	-
3.	Sidewalks 4" th on 4" 2b Stone	SF	2404	\$	6.00	\$	14,424.00		\$	-		\$	-		\$	-	2,404.00	\$	14,424.00
4.	Handicap Ramps inc. DWS	EA	2	\$	2,500.00	\$	5,000.00		\$	-		\$	-		\$	-	2.00	\$	5,000.00
5.	ADA Turn Pads	EA	7	\$	200.00	\$	1,400.00		\$	-		\$	-		\$	-	7.00	\$	1,400.00
6.	Driveway Aprons 6" th on 6" 2A	SF	4543	\$	7.00	\$	31,801.00		\$	-		\$	-		\$	-	4,543.00	\$	31,801.00
FIREHOUSE																			
7.	Firehouse-Cut/Strip Topsoil/rough grade	LS	1	\$	1,500.00	\$	1,500.00		\$	-		\$	-		\$	-	1.00	\$	1,500.00
8.	Firehouse-5' Wide Sidewalk 4" th on 4" 2b Stone	SF	1830	\$	15.00	\$	27,450.00		\$	-		\$	-		\$	-	1,830.00	\$	27,450.00
9.	Firehouse-Handicap Ramps inc DWS	EA	5	\$	2,500.00	\$	12,500.00		\$	-		\$	-		\$	-	5.00	\$	12,500.00
10.	Firehouse-Curb Remove and Replace	LF	80	\$	50.00	\$	4,000.00		\$	-		\$	-		\$	-	80.00	\$	4,000.00
11.	Firehouse-Blacktop Restoration	SF	145	\$	25.00	\$	3,625.00		\$	-		\$	-		\$	-	145.00	\$	3,625.00
12.	Firehouse-Topsoil Rake & Seed	SF	1464	\$	1.00	\$	1,464.00		\$	-		\$	-		\$	-	1,464.00	\$	1,464.00
13.	Firehouse-Crosswalks	EA	2	\$	1,200.00	\$	2,400.00		\$	-		\$	-		\$	-	2.00	\$	2,400.00
14.	Firehouse-Stop Bar	EA	1	\$	850.00	\$	850.00		\$	-		\$	-		\$	-	1.00	\$	850.00
15.	Firehouse-Traffic Control	LS	1	\$	5,000.00	\$	5,000.00		\$	-		\$	-		\$	-	1.00	\$	5,000.00
E. PAVING & SIGNS																			
1.	Roadway-Fine Grade	SY	2746	\$	1.50	\$	4,119.00	94.00	\$	141.00	2,652.00	\$	3,978.00	2,746.00	\$	4,119.00		\$	-
2.	Roadway-3" 2A Modified	SY	2746	\$	6.50	\$	17,849.00	94.00	\$	611.00	2,652.00	\$	17,238.00	2,746.00	\$	17,849.00		\$	-
3.	Roadway-5" 25mm Binder PG 64-22	SY	2746	\$	19.50	\$	53,547.00	94.00	\$	1,833.00	2,652.00	\$	51,714.00	2,746.00	\$	53,547.00		\$	-
4.	Parking-Fine Grade	SY	1445	\$	1.50	\$	2,167.50	1,445.00	\$	2,167.50		\$	-	1,445.00	\$	2,167.50		\$	-
5.	Parking-3" 2A Modified	SY	1445	\$	6.50	\$	9,392.50	1,445.00	\$	9,392.50		\$	-	1,445.00	\$	9,392.50		\$	-
6.	Parking-5" 25mm Binder PG 64-22	SY	1445	\$	19.50	\$	28,177.50	1,445.00	\$	28,177.50		\$	-	1,445.00	\$	28,177.50		\$	-
7.	Roadway-1.5" 9.5mm Wearing PG 64-22	SY	2746	\$	12.00	\$	32,952.00		\$	-		\$	-		\$	-	2,746.00	\$	32,952.00
8.	Parking-1.5" 9.5mm Wearing PG 64-22	SY	1445	\$	12.00	\$	17,340.00		\$	-		\$	-		\$	-	1,445.00	\$	17,340.00
9.	Traffic Signs	EA	23	\$	200.00	\$	4,600.00		\$	-		\$	-		\$	-	23.00	\$	4,600.00
10.	Stop Bar	EA	1	\$	150.00	\$	150.00		\$	-		\$	-		\$	-	1.00	\$	150.00
11.	Crosswalks	EA	1	\$	850.00	\$	850.00		\$	-		\$	-		\$	-	1.00	\$	850.00
12.	Parking Stalls	EA	45	\$	10.00	\$	450.00		\$	-		\$	-		\$	-	45.00	\$	450.00

**ESCROW RELEASE NO.: 4**

DATE PREPARED: 26-Jan-2024

PROJECT NAME: Higher Rock Residential Development TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00
DEVELOPER: Cavendish Acquisitions, LP by Riley Development GP, Corp., its sole GP TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00
ESCROW AGENT: M & T Bank
TYPE OF SECURITY: Letter of Credit MAINTENANCE BOND AMOUNT (15%): \$ 148,510.79

MONTGOMERY TOWNSHIP
TOWNSHIP NO.: LDS-721
G&A PROJECT NO.: 1607014.03
AGREEMENT DATE: 27-Apr-2023

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$ 990,071.90	\$ 85,015.50	\$ 525,915.50	\$ 590,931.00	\$ 399,140.90
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of mm/dd/yy = \$0.00)	\$ -	\$ -	\$ -	\$ -	\$ -
CONTINGENCY (10%)	\$ 99,007.19	\$ 6,501.55	\$ 52,591.55	\$ 59,093.10	\$ 39,914.09
TOTAL	\$ 1,089,079.09	\$ 71,517.05	\$ 578,507.05	\$ 650,024.10	\$ 439,054.99

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (Incl. current release)		AVAILABLE FOR RELEASE (Incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
F. LIGHTS												
1. Street Lights	EA	10	\$ 4,500.00	\$ 45,000.00		\$ -		\$ -		\$ -	10.00	\$ 45,000.00
2. Relocate Light at entrance	EA	1	\$ 1,850.00	\$ 1,850.00	1.00	\$ 1,850.00		\$ -	1.00	\$ 1,850.00		\$ -
G. LANDSCAPING												
1. Rake and Seed Grass Areas	SF	38675	\$ 0.10	\$ 3,867.50		\$ -		\$ -		\$ -	38,675.00	\$ 3,867.50
2. Meadow Seeding Ernst Mtx 153	SF	22830	\$ 0.15	\$ 3,424.50		\$ -		\$ -		\$ -	22,830.00	\$ 3,424.50
3. Canopy Trees (3" Cal.)	EA	46	\$ 800.00	\$ 27,800.00		\$ -		\$ -		\$ -	46.00	\$ 27,800.00
4. Canopy Trees (2.5" Cal.)	EA	52	\$ 500.00	\$ 26,000.00		\$ -		\$ -		\$ -	52.00	\$ 26,000.00
5. Evergreen Trees	EA	16	\$ 550.00	\$ 8,800.00		\$ -		\$ -		\$ -	16.00	\$ 8,800.00
6. Ornamental Trees	EA	16	\$ 400.00	\$ 6,400.00		\$ -		\$ -		\$ -	16.00	\$ 6,400.00
7. Shrubs	EA	114	\$ 90.00	\$ 10,260.00		\$ -		\$ -		\$ -	114.00	\$ 10,260.00
H. OTHER												
1. Survey and Stakeout	LS	1	\$ 20,500.00	\$ 20,500.00	0.10	\$ 2,050.00	0.75	\$ 15,375.00	0.85	\$ 17,425.00	0.15	\$ 3,075.00
2. Trash Pad & Enclosure	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -		\$ -	1.00	\$ 15,000.00
3. Fence Panels on Wall	EA	2	\$ 250.00	\$ 500.00		\$ -		\$ -		\$ -	2.00	\$ 500.00
4. As Bulbs	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -	1.00	\$ 5,000.00
5. Pins and Monuments	LS	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -		\$ -	1.00	\$ 1,500.00
I. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC \$599.00												
1. 10% Annual Construction Cost Increase (Balance as of mm/dd/yy - \$0.00)	LS		\$ -	\$ -		\$ -		\$ -		\$ -		\$ -
J. CONTINGENCY												
1. 10% Contingency (Released in accordance with the terms of the Land Development Agreement)	LS	1	\$ 99,007.19	\$ 99,007.19	0.07	\$ 6,501.55	0.53	\$ 52,591.55	0.60	\$ 59,093.10	0.40	\$ 39,914.09

NOTES:

2023-04-17

Initial improvement cost issued for Land Development Agreement.

W.B. HOMES, INC.

Your Trusted Hometown Builder

January 19, 2024

Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

**ATTN: Marianne McConnell
Jim Dougherty-Gilmore Associates**

RE: Higher Rock – Township Escrow Request #04


To All:

Enclosed please find the Township Escrow Request for the Higher Rock project in the amount of \$66,875.50.

Upon your receipt and review of this request, your timely processing and releasing of these funds would be appreciated.

Please feel free to contact us with any questions or comments.

Thank you.



Steve Shaffer
Director of Land Development

Distribution:

Marianne McConnell – Montgomery Township (mmcconnell@montgomerytwp.org)

Jim Dougherty – Gilmore Assoc (jdougherty@gilmore-assoc.com)

Brian Dusault – Gilmore Assoc (bdusault@gilmore-assoc.com)

Kyle Parkins – WB Homes Inc. (kylep@wbhomesinc.com)

Karen Winters – WB Homes Inc. (karenw@wbhomesinc.com)

WBHomesInc.com

HIGHER ROCK

Montgomery Township Escrow_Release Tracking

Release No.:					1		2		3		4		Total Requests			Remaining Balance	
Date:					08/28/23		9/29/2023		10/26/2023				To Date Including Current			Remaining Balance	
Description	Unit	Quant.	Unit Price	Total	QUANT	TOTAL	QUANT	TOTAL	QUANT	TOTAL	QUANT	TOTAL	Quant	%	Total	Quant.	Total
A. EROSION CONTROL																	
1 12" Filter Sock	LF	512	\$4.50	\$2,304.00	512	\$2,304.00							512	100%	\$2,304.00		
2 12" Diversion Sock	LF	136	\$5.00	\$680.00	136	\$680.00							136	100%	\$680.00		
3 18" Diversion Sock	LF	121	\$9.50	\$1,149.50	121	\$1,149.50							121	100%	\$1,149.50		
4 Construction Entrance	LS	1	\$3,500.00	\$3,500.00	1	\$3,500.00							1	100%	\$3,500.00		
5 Inlet Protection	EA	19	150	\$2,850.00												19	\$2,850.00
6 Safety / Tree Fence	LF	1368	\$2.50	\$3,420.00	1368	\$3,420.00							1368	100%	\$3,420.00		
7 Concrete Washout	EA	1	\$750.00	\$750.00												1	\$750.00
8 Swale 1 - with Matting NAG SC150	LF	321	\$6.50	\$2,086.50			150	\$975.00					150	47%	\$975.00	171	\$1,111.50
9 Swale 2 - with Matting NAG SC150	LF	96	\$6.50	\$624.00			96	\$624.00					96	100%	\$624.00		
10 Swale 3 - with Matting NAG SC150	LF	160	\$6.50	\$1,040.00												160	\$1,040.00
11 Slope Protection Matting	SF	8988	\$0.30	\$2,696.40			1000	\$300.00					1000	11%	\$300.00	7988	\$2,396.40
12 Temp Seed Stockpile	EA	1	\$750.00	\$750.00	1	\$750.00							1	100%	\$750.00		
13 Sed Trap 1 Excavation and Grading	LS	1	\$4,500.00	\$4,500.00	1	\$4,500.00							1	100%	\$4,500.00		
14 Sed Trap 1 Baffle Wall	LF	140	\$27.50	\$3,850.00			140	\$3,850.00					140	100%	\$3,850.00		
15 Sed Trap 1 Temp 18" CMP Pipe	LF	30	\$60.00	\$1,800.00	30	\$1,800.00							30	100%	\$1,800.00		
16 Sed Trap 1 Anti Seep Collars	EA	2	\$650.00	\$1,300.00	2	\$1,300.00							2	100%	\$1,300.00		
17 Sed Trap 1 Temp Riser	EA	1	\$3,000.00	\$3,000.00	1	\$3,000.00							1	100%	\$3,000.00		
18 Sed Trap 1 Temp Seeding	SF	6400	\$0.10	\$640.00	6400	\$640.00							6400	100%	\$640.00		
19 E&S Maintenance and Removal	LS	1	\$3,700.00	\$3,700.00					0.5	\$1,850.00			0.5	50%	\$1,850.00	0.5	\$1,850.00
B. EARTHWORK																	
1 Earthwork-Strip Topsoil 8"	CY	2,244	\$3.50	\$7,854.00	2244	\$7,854.00							2244	100%	\$7,854.00		
2 Earthwork-Cut to Fill	CY	3986	\$3.00	\$11,958.00	1993	\$5,979.00	1993	\$5,979.00					3986	100%	\$11,958.00		
3 Earthwork-Return Topsoil 6"	CY	1248	\$4.00	\$4,992.00					1248	\$4,992.00			1248	100%	\$4,992.00		
4 Sed Trap Removal-Desilt	LS	1	\$1,500.00	\$1,500.00												1	\$1,500.00
5 Sed Trap Removal-Remove Temp Pipe and Riser	LS	1	2500	\$2,500.00												1	\$2,500.00
6 Sed Trap Removal-Remove Baffle	LS	1	\$300.00	\$300.00												1	\$300.00
7 Sed Trap Removal-Excavation	LS	1	\$3,500.00	\$3,500.00												1	\$3,500.00
C. STORM SEWER																	
1 15 HDPE	LF	936	\$55.00	\$51,480.00			834	\$45,870.00					834	89%	\$45,870.00	102	\$5,610.00
2 18 HDPE	LF	84	\$60.00	\$5,040.00			84	\$5,040.00					84	100%	\$5,040.00		
3 24 HDPE	LF	245	\$75.00	\$18,375.00	245	\$18,375.00							245	100%	\$18,375.00		
4 8 PVC Roof Drain Header	LF	870	35	\$30,450.00												870	\$30,450.00
5 Roof Drain Cleanout	EA	8	\$100.00	\$800.00												8	\$800.00
6 4 ft C Inlet	EA	2	\$2,500.00	\$5,000.00			2	\$5,000.00					2	100%	\$5,000.00		
5 4 ft M Double Inlet	EA	3	\$3,850.00	\$11,550.00			3	\$11,550.00					3	100%	\$11,550.00		
6 4 ft M Inlet	EA	5	\$2,350.00	\$11,750.00			4	\$9,400.00					4	80%	\$9,400.00	1	\$2,350.00
7 Storm Manholes	EA	6	\$3,000.00	\$18,000.00	2	\$6,000.00	4	\$12,000.00					6	100%	\$18,000.00		
8 Tie Into Existing Inlet	EA	1	\$1,500.00	\$1,500.00	1	\$1,500.00							1	100%	\$1,500.00		
9 Rip Rap Aprons at Curb Breaks	EA	2	\$850.00	\$1,700.00												2	\$1,700.00
10 UG Basin - 60" Perf. HDPE	LF	611	\$150.00	\$91,650.00	611	\$91,650.00							611	100%	\$91,650.00		
11 UG Basin - 60" HDPE Fittings	EA	4	\$3,000.00	\$12,000.00	4	\$12,000.00							4	100%	\$12,000.00		
12 UG Basin - 6" Perf. Underdrain	LF	103	\$25.00	\$2,575.00	103	\$2,575.00							103	100%	\$2,575.00		
13 UG Basin - PADOT Type 2B Stone	CF	58,000	\$0.50	\$29,000.00	58000	\$29,000.00							58000	100%	\$29,000.00		
14 UG Basin - 40mil Liner (top, bottom, and sides)	SF	13,826	\$2.00	\$27,652.00	13826	\$27,652.00							13826	100%	\$27,652.00		
15 UG Basin - AASHTO Class 3 Non-Woven GT	SF	27,652	\$1.00	\$27,652.00	27652	\$27,652.00							27652	100%	\$27,652.00		
16 UG Basin - Outlet Structure	EA	1	\$15,000.00	\$15,000.00	1	\$15,000.00							1	100%	\$15,000.00		
16 UG Basin - Storm Inlets	EA	4	\$5,250.00	\$21,000.00	4	\$21,000.00							4	100%	\$21,000.00		
17 UG Basin - Storm Manholes	EA	3	\$5,000.00	\$15,000.00	3	\$15,000.00							3	100%	\$15,000.00		
18 Flexstorm Inlet Filters	EA	13	\$1,250.00	\$16,250.00												13	\$16,250.00
D. CONCRETE																	
SITE																	
1 18" Concrete Curb	LF	2,078	\$18.50	\$38,443.00					1400	\$25,900.00	678	\$12,543.00	2078	100%	\$38,443.00		
2 Mountable Islands	LF	250	\$25.00	\$6,250.00							250	\$6,250.00	250	100%	\$6,250.00		
3 Sidewalks 4" th on 4" 2b Stone	SF	2,404	\$6.00	\$14,424.00												2404	\$14,424.00
4 Handicap Ramps inc. DWS	EA	2	\$2,500.00	\$5,000.00												2	\$5,000.00
5 ADA Turn Pads	EA	7	\$200.00	\$1,400.00												7	\$1,400.00
6 Driveway Aprons 6" th on 6" 2A	SF	4,543	\$7.00	\$31,801.00												4543	\$31,801.00
FIREHOUSE																	

HIGHER ROCK

Montgomery Township Escrow_Release Tracking

Release No.:						1		2		3		4		Total Requests			Remaining Balance	
Date:						08/28/23		9/29/2023		10/26/2023				To Date Including Current			Remaining Balance	
Description	Unit	Quant.	Unit Price	Total		QUANT	TOTAL	QUANT	TOTAL	QUANT	TOTAL	QUANT	TOTAL	Quant	%	Total	Quant.	Total
7 Firehouse-Cut/Strip Topsoil/rough grade	LS	1	\$1,500.00	\$1,500.00													1	\$1,500.00
8 Firehouse-5" Wide Sidewalk 4" th on 4" 2b Stone	SF	1,830	\$15.00	\$27,450.00													1830	\$27,450.00
9 Firehouse-Handicap Ramps inc DWS	EA	5	\$2,500.00	\$12,500.00													5	\$12,500.00
10 Firehouse-Curb Remove and Replace	LF	80	\$50.00	\$4,000.00													80	\$4,000.00
11 Firehouse-Blacktop Restoration	SF	145	\$25.00	\$3,625.00													145	\$3,625.00
12 Firehouse-Topsoil Rake & Seed	SF	1,464	\$1.00	\$1,464.00													1464	\$1,464.00
13 Firehouse-Crosswalks	EA	2	\$1,200.00	\$2,400.00													2	\$2,400.00
14 Firehouse-Stop Bar	EA	1	\$850.00	\$850.00													1	\$850.00
15 Firehouse-Traffic Control	LS	1	\$5,000.00	\$5,000.00													1	\$5,000.00
E. PAVING & SIGNS																		
1 Roadway-Fine Grade	SY	2,746	\$1.50	\$4,119.00						2652	\$3,978.00	94	\$141.00	2746	100%	\$4,119.00		
2 Roadway-3" 2A Modified	SY	2,746	\$6.50	\$17,849.00						2652	\$17,238.00	94	\$611.00	2746	100%	\$17,849.00		
3 Roadway-5" 25mm Binder PG 64-22	SY	2,746	\$19.50	\$53,547.00						2652	\$51,714.00	94	\$1,833.00	2746	100%	\$53,547.00		
4 Parking-Fine Grade	SY	1,445	\$1.50	\$2,167.50								1445	\$2,167.50	1445	100%	\$2,167.50		
5 Parking-3" 2A Modified	SY	1,445	\$6.50	\$9,392.50								1445	\$9,392.50	1445	100%	\$9,392.50		
6 Parking-5" 25mm Binder PG 64-22	SY	1,445	\$19.50	\$28,177.50								1445	\$28,177.50	1445	100%	\$28,177.50		
7 Roadway-1.5" 9.5mm Wearing PG 64-22	SY	2,746	\$12.00	\$32,952.00													2746	\$32,952.00
8 Parking-1.5" 9.5mm Wearing PG 64-22	SY	1,445	\$12.00	\$17,340.00													1445	\$17,340.00
9 Traffic Signs	EA	23	\$200.00	\$4,600.00													23	\$4,600.00
10 Stop Bar	EA	1	\$150.00	\$150.00													1	\$150.00
11 Crosswalks	EA	1	\$850.00	\$850.00													1	\$850.00
12 Parking Stalls	EA	45	\$10.00	\$450.00													45	\$450.00
F. LIGHTS																		
1 Street Lights	EA	10	\$4,500.00	\$45,000.00													10	\$45,000.00
2 Relocate Light at entrance	EA	1	\$1,850.00	\$1,850.00								1	\$1,850.00	1	100%	\$1,850.00		
G. LANDSCAPING																		
1 Rake and Seed Grass Areas	SF	38,675	\$0.10	\$3,867.50													38675	\$3,867.50
2 Meadow Seeding Ernst Mix 153	SF	22,830	\$0.15	\$3,424.50													22830	\$3,424.50
3 Canopy Trees (3" Cal.)	EA	46	\$600.00	\$27,600.00													46	\$27,600.00
4 Canopy Trees (2.5" Cal.)	EA	52	\$500.00	\$26,000.00													52	\$26,000.00
5 Evergreen Trees	EA	16	\$800.00	\$12,800.00													16	\$12,800.00
6 Ornamental Trees	EA	16	\$400.00	\$6,400.00													16	\$6,400.00
7 Shrubs	EA	114	\$90.00	\$10,260.00													114	\$10,260.00
H. OTHER																		
1 Survey and Stakeout	LS	1	\$20,500.00	\$20,500.00	0.25	\$5,125.00				0.5	\$10,250.00	0.1	\$2,050.00	0.85	85%	\$17,425.00	0.15	\$3,075.00
2 Trash Pad & Enclosure	LS	1	\$15,000.00	\$15,000.00													1	\$15,000.00
3 Fence Panels on Wall	EA	2	\$250.00	\$500.00													2	\$500.00
4 As Built	LS	1	\$5,000.00	\$5,000.00													1	\$5,000.00
5 Pins and Monuments	LS	1	\$1,500.00	\$1,500.00													1	\$1,500.00
I. ANNUAL CONSTRUCTION COST INCREASE PER PA MPC §509(h)																		
1 10% Annual Construction Cost Increase (Balance as of mm/dd/yy - \$0.00)	LS	1															1	
J. CONTINGENCY																		
1 10% Contingency (Released in accordance with the terms of the Land Development Agreement)	LS	1	\$99,007.19	\$99,007.19				1	\$40,999.35	1	\$11,592.20	1	\$1,860.00	3	55%	\$54,451.55	-2	\$44,555.64

CONSTRUCTION SUBTOTAL	\$1,089,079.09	\$309,405.50	\$141,587.35	\$127,514.20	\$66,875.50	\$645,382.55	\$443,696.54
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Engineering & Inspection	10% \$	45,000.00	\$45,000.00
Administration Fee (% of Eng. & Insp.)	2% \$	5,000.00	\$5,000.00

TOTALS	\$1,139,079.09	\$309,405.50	\$141,587.35	\$127,514.20	\$66,875.50	\$645,382.55	\$493,696.54
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MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY
Item #04d

SUBJECT: Escrow Release 8 and Start of Maintenance – Firefox Phase 2
(Northern Village) LDS#630
MEETING DATE: February 12, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Marianne McConnell, Director of Planning and Zoning

BACKGROUND:

Attached is a construction escrow release and start of the 18-month maintenance period for the Firefox Phase 2 (Northern Village) as recommended by the Township Engineer.

The original amount of the escrow was \$1,841,820.77, held as a Letter of Credit with the Township. This is the eighth release and is in the amount of \$256,531.38. The new balance would be \$0.

MOTION/RESOLUTION:

Motion to authorize as part of the consent agenda



VIA EMAIL & CERTIFIED MAIL

February 9, 2024

File No. 2012-09009-03

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

Reference: Firefox Phase 2 (Northern Village) – LD/S #630
Financial Security Release 8 – Start of Maintenance Period

Dear Carolyn:

We have received and reviewed the Request for Escrow Release for the above-referenced project. This letter is to certify that the improvements attached to this letter in the amount of \$256,531.38 have been completed. Please find enclosed a copy of our escrow calculations and the application for release of funds for your use.

We recommend start of the 18-month maintenance period for Phase 2 contingent upon Township receipt of maintenance security in an amount of \$251,157.38.

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

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

Sincerely,

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

JPD/sl

Enclosures: Release of Escrow Form, Escrow Status Report, Developer's Request

cc: Marianne McConnell, Director of Planning and Zoning
Brian C. Grant – Select Properties
Valerie Liggett, R.L.A., Senior Landscape Architect – Gilmore & Associates, Inc.
Damon A. Drummond, P.E., PTOE, Senior Transportation Engineer – Gilmore & Associates, Inc.

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

Gilmore & Associates, Inc.
Building on a Foundation of Excellence
www.gilmore-assoc.com

RELEASE OF ESCROW FORM

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

Date: 01/05/2024

Development: Firefox - Ph. 2 (Nothorn) - LDS-630
Release #: 8

G&A Project #: 2012-09009-03

Dear Mr. Dougherty:

This is an escrow release request in the amount of \$256,531.38. Enclosed is a copy of our escrow spreadsheet with the quantities noted.

ESCROW RELEASE REQUESTS ARE LIMITED TO ONE PER MONTH.

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

Date: 02/09/2024

Dear Ms. McCreary:

We have reviewed the developer's request for an escrow release. We therefore, recommend that \$256,531.38 be released. These improvements will be subject to a final observation prior to dedication and again at the end of the maintenance period. Any deficiencies will be required to be corrected by the developer.

James P. Dougherty 2/9/2024
James P. Dougherty, P.E., Senior Project Manager, Gilmore & Associates, Inc.

Resolution # _____

WHEREAS, a request for release of escrow was received from Crystal Road Enterprises, LLC for Firefox - Ph. 2 (Nothorn) - LDS-630, in the amount of \$256,531.38, on the representation that work set forth in the Land Development Agreement to the extent has been completed and; WHEREAS, said request has been reviewed by the Township Engineer who recommends release of \$256,531.38; NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we do hereby authorize release of \$256,531.38; in accordance with the developer's request, and the officers of the Township are authorized to take the necessary action to obtain release of said sum contingent upon payment of any and all outstanding bills. BE IT FURTHER RESOLVED that Township records indicate that escrow has been deposited via Letter of Credit with Montgomery Township in total sum of \$1,841,820.77 pursuant to a signed Land Development Agreement and that \$1,585,289.39 has previously been released from escrow. Therefore, the action of the Board releasing said sum leaves a new balance of \$0.00 in escrow.

MOTION BY: _____

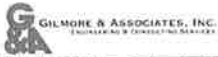
VOTE: _____

SECOND BY: _____

DATED: _____

RELEASED BY: _____

Department Director



ESCROW RELEASE NO.: 8
DATE PREPARED: 9-Feb-2024

PROJECT NAME:	Firefox - Ph. 2 (Northern)	TOTAL ENGINEERING/LEGAL (CASH ESCROW):	\$ 45,000.00	MONTGOMERY TOWNSHIP
DEVELOPER:	Crystal Road Enterprises, LLC	TOTAL ADMINISTRATION (CASH ESCROW):	\$ 5,000.00	TOWNSHIP NO.: LDS-630
ESCROW AGENT:	Univest			G&A PROJECT NO.: 2012-09009-03
TYPE OF SECURITY:	Letter of Credit	MAINTENANCE BOND AMOUNT (15%):	\$ 251,157.38	AGREEMENT DATE: 8-Jun-2017
SUMMARY OF IMPROVEMENT ESCROW ACCOUNT				
		TOTAL COST		BALANCE
	CONSTRUCTION	\$1,588,867.34	\$ 60,993.75	\$ 1,517,873.59
	ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of 3/31/19 - \$755,151.82)	\$ 75,515.18	\$ 8,099.38	\$ 67,415.80
	CONTINGENCY (10%)	\$ 167,438.25	\$ 167,438.25	\$ -
	TOTAL	\$ 1,841,820.77	\$ 256,531.38	\$ 1,585,289.39

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (Incl. current release)		AVAILABLE FOR RELEASE (Incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
PHASE II (NORTHERN VILLAGE)												
2.A. MOBILIZATION	LS	1	\$ 46,672.15	\$ 46,672.150		\$ -	1.00	\$ 46,672.150	1.00	\$ 46,672.150		\$ -
2.B. EARTHWORK												
1. Clearing & Grubbing	LS	1	\$ 49,706.00	\$ 49,706.000		\$ -	1.00	\$ 49,706.000	1.00	\$ 49,706.000		\$ -
2. Strip Topsoil	CY	8,228	\$ 2.47	\$ 20,323.160		\$ -	8,228.00	\$ 20,323.160	8,228.00	\$ 20,323.160		\$ -
3. Cut Fill & Compact	CY	12,998	\$ 2.50	\$ 32,495.000		\$ -	12,998.00	\$ 32,495.000	12,998.00	\$ 32,495.000		\$ -
4. Grade	SY	26,957	\$ 0.28	\$ 7,547.960		\$ -	26,957.00	\$ 7,547.960	26,957.00	\$ 7,547.960		\$ -
5. Cut from Stockpile from Phase I	CY	7,648	\$ 2.50	\$ 19,120.000		\$ -	7,648.00	\$ 19,120.000	7,648.00	\$ 19,120.000		\$ -
2.C. RETAINING WALL												
1. Excavate Retaining Wall	LF	565	\$ 6.40	\$ 3,616.000		\$ -	565.00	\$ 3,616.000	565.00	\$ 3,616.000		\$ -
2. Retaining Wall	SF	3,600	\$ 40.00	\$ 144,000.000		\$ -	3,600.00	\$ 144,000.000	3,600.00	\$ 144,000.000		\$ -
3. Sleeves for Guide Rail behind Wall #3	LS	1	\$ 5,300.00	\$ 5,300.000		\$ -	1.00	\$ 5,300.000	1.00	\$ 5,300.000		\$ -
2.D. EROSION CONTROL												
Erosion & Sediment Controls												
1. Construction Entrance	EA	1	\$ 3,392.00	\$ 3,392.000		\$ -	1.00	\$ 3,392.000	1.00	\$ 3,392.000		\$ -
2. 20" Weighted Sediment Tube	LF	112	\$ 23.98	\$ 2,685.760		\$ -	112.00	\$ 2,685.760	112.00	\$ 2,685.760		\$ -
3. 18" Silt Fence - Stockpiles	LF	1,062	\$ 1.56	\$ 1,656.720		\$ -	1,062.00	\$ 1,656.720	1,062.00	\$ 1,656.720		\$ -
4. 30" Silt Fence	LF	369	\$ 1.91	\$ 704.790		\$ -	369.00	\$ 704.790	369.00	\$ 704.790		\$ -
5. Super Silt Fence	LF	1,022	\$ 6.45	\$ 6,591.900		\$ -	1,022.00	\$ 6,591.900	1,022.00	\$ 6,591.900		\$ -
6. Super Silt Fence w/ Tree Protection Fence	LF	1,423	\$ 6.45	\$ 9,178.350		\$ -	1,423.00	\$ 9,178.350	1,423.00	\$ 9,178.350		\$ -
7. Orange Construction Fence	LF	1,754	\$ 1.54	\$ 2,701.160		\$ -	1,754.00	\$ 2,701.160	1,754.00	\$ 2,701.160		\$ -
8. Tree Protection Fence-Shown on Grading Plan	LF	1,892	\$ 1.54	\$ 2,913.680		\$ -	1,892.00	\$ 2,913.680	1,892.00	\$ 2,913.680		\$ -
9. Temporary Seeding - Excess Fill Piles	SY	19,360	\$ 0.29	\$ 5,614.400		\$ -	19,360.00	\$ 5,614.400	19,360.00	\$ 5,614.400		\$ -
10. Slope Matting (North American Green S-75)	SY	4,235	\$ 1.50	\$ 6,352.500		\$ -	4,235.00	\$ 6,352.500	4,235.00	\$ 6,352.500		\$ -
11. Grade Swales #D1, D2, D7.3A, D7.3B, D17, D24.2	SY	2,685	\$ 0.55	\$ 1,476.750	1,305.00	\$ 717.750	1,380.00	\$ 759.000	2,685.00	\$ 1,476.750		\$ -
12. Swale Matting (North American Green S-75)	SY	2,685	\$ 1.50	\$ 4,027.500	1,305.00	\$ 1,957.500	1,380.00	\$ 2,070.000	2,685.00	\$ 4,027.500		\$ -
13. Inlet Protection Silt Sack	EA	8	\$ 134.00	\$ 1,072.000	3.00	\$ 402.000	5.00	\$ 670.000	8.00	\$ 1,072.000		\$ -
14. Clean Water Pump Bypass, Sandbag Cofferdam	LS	1	\$ 12,000.00	\$ 12,000.000		\$ -	1.00	\$ 12,000.000	1.00	\$ 12,000.000		\$ -
2.E. BOX CULVERT												
1. Box Culvert (Incl. steel casing)	LS	1	\$ 151,965.00	\$ 151,965.000		\$ -	1.00	\$ 151,965.000	1.00	\$ 151,965.000		\$ -

**ESCROW RELEASE NO.: 8**

DATE PREPARED: 9-Feb-2024

PROJECT NAME: Firefox - Ph. 2 (Notheim) TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 MONTGOMERY TOWNSHIP
DEVELOPER: Crystal Road Enterprises, LLC TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 TOWNSHIP NO.: LDS-630
ESCROW AGENT: Uninvest G&A PROJECT NO.: 2012-09009-03
TYPE OF SECURITY: Letter of Credit MAINTENANCE BOND AMOUNT (15%): \$ 251,157.38 AGREEMENT DATE: 8-Jun-2017

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$1,598,867.34	\$ 80,983.75	\$ 1,517,873.59	\$ 1,598,867.34	\$ -
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of 3/31/19 - \$755,151.82)	\$ 75,515.18	\$ 8,099.38	\$ 67,415.80	\$ 75,515.18	\$ -
CONTINGENCY (10%)	\$ 167,438.25	\$ 167,438.25	\$ -	\$ 167,438.25	\$ -
TOTAL	\$ 1,841,820.77	\$ 256,531.38	\$ 1,585,289.39	\$ 1,841,820.77	\$ -

CONSTRUCTION ITEMS				UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (Incl. current release)		AVAILABLE FOR RELEASE (Incl. current release)			
								QTY	COST	QTY	COST	QTY	COST	QTY	COST		
2.F. <u>STORM SEWER</u>																	
1.	18" RCP	LF	1,136	\$	35.00	\$	39,760.000	\$	-	1,136.00	\$	39,760.000	1,136.00	\$	39,760.000	\$	-
2.	24" RCP	LF	610	\$	45.00	\$	27,450.000	\$	-	610.00	\$	27,450.000	610.00	\$	27,450.000	\$	-
6.	Type M Inlets (#D17, D24.2)	EA	2	\$	2,700.00	\$	5,400.000	\$	-	2.00	\$	5,400.000	2.00	\$	5,400.000	\$	-
7.	Type C Inlets (#B2.2, B2.4, B3.2, C03, C04, D12.1, D12.2,	EA	16	\$	2,700.00	\$	43,200.000	\$	-	16.00	\$	43,200.000	16.00	\$	43,200.000	\$	-
8.	Type C Inlet Mod, 42"x48" (#B2.3, D13, D14.1, D16)	EA	4	\$	3,400.00	\$	13,600.000	\$	-	4.00	\$	13,600.000	4.00	\$	13,600.000	\$	-
9.	Type C Inlet Mod, 48" x 54" (#D24)	EA	1	\$	3,600.00	\$	3,600.000	\$	-	1.00	\$	3,600.000	1.00	\$	3,600.000	\$	-
10.	Storm Manhole 48" x 48" (#D12)	EA	1	\$	3,400.00	\$	3,400.000	\$	-	1.00	\$	3,400.000	1.00	\$	3,400.000	\$	-
13.	Infiltration Areas D1, D2 & D3 - Convert temp. swales D17 & D18	LS	1	\$	69,287.00	\$	69,287.000	\$	-	1.00	\$	69,287.000	1.00	\$	69,287.000	\$	-
2.G. <u>ROADWAY SITE</u>																	
1.	Excavate & Backfill, Curb	LF	3,931	\$	3.19	\$	12,539.890	\$	-	3,931.00	\$	12,539.890	3,931.00	\$	12,539.890	\$	-
2.	Belgian Block Curb	LF	3,931	\$	14.00	\$	55,034.000	\$	-	3,931.00	\$	55,034.000	3,931.00	\$	55,034.000	\$	-
3.	Fine Grade and Compact Subgrade	SY	6,129	\$	1.12	\$	6,864.480	\$	-	6,129.00	\$	6,864.480	6,129.00	\$	6,864.480	\$	-
4.	3" 2a Modified	SY	6,129	\$	3.01	\$	18,448.290	\$	-	6,129.00	\$	18,448.290	6,129.00	\$	18,448.290	\$	-
5.	5" (25MM) Base Course	SY	6,129	\$	19.00	\$	116,451.000	\$	-	6,129.00	\$	116,451.000	6,129.00	\$	116,451.000	\$	-
6.	1.5" (9.5MM) Wearing Paving	SY	9,414	\$	7.12	\$	67,027.680	\$	-	9,414.00	\$	67,027.680	9,414.00	\$	67,027.680	\$	-
7.	Speed Bump	LS	1	\$	1,200.00	\$	1,200.000	\$	-	1.00	\$	1,200.000	1.00	\$	1,200.000	\$	-
8.	Street Sweeping	SY	9,414	\$	0.12	\$	1,129.680	\$	-	9,414.00	\$	1,129.680	9,414.00	\$	1,129.680	\$	-
9.	Tack Coat	SY	9,414	\$	0.19	\$	1,788.660	\$	-	9,414.00	\$	1,788.660	9,414.00	\$	1,788.660	\$	-
10.	Curb & Joint Seal	LF	6,165	\$	0.63	\$	3,883.950	\$	-	6,165.00	\$	3,883.950	6,165.00	\$	3,883.950	\$	-
11.	Line Painting	LS	1	\$	1,537.00	\$	1,537.000	\$	-	1.00	\$	1,537.000	1.00	\$	1,537.000	\$	-
12.	Site Signage	LS	1	\$	2,307.00	\$	2,307.000	\$	-	1.00	\$	2,307.000	1.00	\$	2,307.000	\$	-
13.	Type 2S Guide Rail (Includes 1 Terminal Section)	LF	412.5	\$	20.71	\$	8,542.880	\$	-	412.50	\$	8,542.880	412.50	\$	8,542.880	0.00	\$
14.	Type 2S Guide Rail - Over Culvert	LF	38	\$	164.00	\$	6,150.000	\$	-	37.50	\$	6,150.000	37.50	\$	6,150.000	\$	-
Driveway Relocation (NPWA)																	
15.	Fine Grade and Compact Subgrade	SY	178	\$	1.12	\$	199.360	\$	-	178.00	\$	199.360	178.00	\$	199.360	\$	-
16.	3" 2a Modified	SY	178	\$	3.01	\$	535.780	\$	-	178.00	\$	535.780	178.00	\$	535.780	\$	-
17.	5" (25MM) Base Course	SY	178	\$	19.00	\$	3,382.000	\$	-	178.00	\$	3,382.000	178.00	\$	3,382.000	\$	-
18.	1.5" (9.5MM) Wearing Paving	SY	178	\$	7.12	\$	1,267.360	\$	-	178.00	\$	1,267.360	178.00	\$	1,267.360	\$	-
2.H. <u>ONSITE SIDEWALKS</u>																	
1.	Sidewalk (4")	SF	11,158	\$	8.00	\$	89,264.000	\$	-	11,158.00	\$	89,264.000	11,158.00	\$	89,264.000	\$	-
2.	Driveway Apron (6" w/ wire mesh)	EA	58	\$	1,100.00	\$	63,800.000	\$	-	58.00	\$	63,800.000	58.00	\$	63,800.000	\$	-
3.	Handicap Ramps (Incl. DWS)	EA	8	\$	500.00	\$	4,000.000	\$	-	8.00	\$	4,000.000	8.00	\$	4,000.000	\$	-
2.I. <u>BITUMINOUS PATHWAYS</u>																	
		SY	2,094	\$	35.00	\$	73,290.000	\$	-	2,094.00	\$	73,290.000	2,094.00	\$	73,290.000	\$	-
2.J. <u>SWALE CONVERSION</u>																	
1.	Convert temp. swales D17 & D24.2 to trenches #1, 2, and 3	LS	1	\$	69,287.00	\$	69,287.000	\$	-	1.00	\$	69,287.000	1.00	\$	69,287.000	\$	-

**ESCROW RELEASE NO.: 8**

DATE PREPARED: 9-Feb-2024

PROJECT NAME: Firefox - Ph. 2 (Northern) TOTAL ENGINEERING/LEGAL (CASH ESCROW): \$ 45,000.00 MONTGOMERY TOWNSHIP
DEVELOPER: Crystal Road Enterprises, LLC TOTAL ADMINISTRATION (CASH ESCROW): \$ 5,000.00 TOWNSHIP NO.: LDS-630
ESCROW AGENT: Unvest G&A PROJECT NO.: 2012-09009-03
TYPE OF SECURITY: Letter of Credit MAINTENANCE BOND AMOUNT (15%): \$ 251,157.38 AGREEMENT DATE: 8-Jun-2017

SUMMARY OF IMPROVEMENT ESCROW ACCOUNT	TOTAL COST	RELEASE REQUESTS			BALANCE
		CURRENT	PRIOR	TOTAL	
CONSTRUCTION	\$1,588,867.34	\$ 80,983.75	\$ 1,517,873.59	\$ 1,588,867.34	\$ -
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of 3/31/19 - \$755,151.82)	\$ 75,515.18	\$ 8,099.38	\$ 67,415.80	\$ 75,515.18	\$ -
CONTINGENCY (10%)	\$ 167,438.25	\$ 167,438.25	\$ -	\$ 167,438.25	\$ -
TOTAL	\$ 1,841,820.77	\$ 256,531.38	\$ 1,585,289.39	\$ 1,841,820.77	\$ -

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (Incl. current release)		AVAILABLE FOR RELEASE (Incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
2.K. STREET LIGHTS												
1. Street Lights	EA	8	\$ 2,700.00	\$ 21,600.000		\$ -	8.00	\$ 21,600.000	8.00	\$ 21,600.000		\$ -
2.L. RESPREAD TOPSOIL (loads: 2"; landscaped areas: 8")	LS	1	\$ 16,877.00	\$ 16,877.000		\$ -	1.00	\$ 16,877.000	1.00	\$ 16,877.000		\$ -
2.M. PEDESTRIAN BRIDGE (Parallel to Crystal Road)	LS	1	\$ 31,476.00	\$ 31,476.000		\$ -	1.00	\$ 31,476.000	1.00	\$ 31,476.000		\$ -
2.N. LANDSCAPING												
Shade Trees												
1. Acer rubrum	EA	37	\$ 350.00	\$ 12,950.000	27.00	\$ 9,450.000	10.00	\$ 3,500.000	37.00	\$ 12,950.000		\$ -
2. Acer saccharum	EA	6	\$ 350.00	\$ 2,100.000	6.00	\$ 2,100.000		\$ -	6.00	\$ 2,100.000		\$ -
3. Betula nigra	EA	10	\$ 350.00	\$ 3,500.000	1.00	\$ 350.000	9.00	\$ 3,150.000	10.00	\$ 3,500.000		\$ -
4. Ginkgo biloba sentry	EA	3	\$ 355.00	\$ 1,065.000	3.00	\$ 1,065.000		\$ -	3.00	\$ 1,065.000		\$ -
5. Gleditsia T. Shademaster	EA	30	\$ 350.00	\$ 10,500.000	29.00	\$ 10,150.000	1.00	\$ 350.000	30.00	\$ 10,500.000		\$ -
6. Liquidambar styraciflua	EA	26	\$ 350.00	\$ 9,100.000	11.00	\$ 3,850.000	15.00	\$ 5,250.000	26.00	\$ 9,100.000		\$ -
7. Liriodendron tulipifera	EA	28	\$ 350.00	\$ 9,800.000	21.00	\$ 7,350.000	7.00	\$ 2,450.000	28.00	\$ 9,800.000		\$ -
8. Pyrus C. Chanticleer	EA	22	\$ 350.00	\$ 7,700.000	3.00	\$ 1,050.000	19.00	\$ 6,650.000	22.00	\$ 7,700.000		\$ -
9. Quercus borealis	EA	14	\$ 380.00	\$ 5,040.000	7.00	\$ 2,520.000	7.00	\$ 2,520.000	14.00	\$ 5,040.000		\$ -
10. Tilia cordata	EA	25	\$ 350.00	\$ 8,750.000	24.00	\$ 8,400.000	1.00	\$ 350.000	25.00	\$ 8,750.000		\$ -
11. Zelkova serrata	EA	19	\$ 355.00	\$ 6,745.000	7.00	\$ 2,485.000	12.00	\$ 4,260.000	19.00	\$ 6,745.000		\$ -
Evergreen Trees												
12. Juniperus virginiana	EA	31	\$ 250.00	\$ 7,750.000	26.00	\$ 6,500.000	5.00	\$ 1,250.000	31.00	\$ 7,750.000		\$ -
13. Picea abies	EA	29	\$ 250.00	\$ 7,250.000	25.00	\$ 6,250.000	4.00	\$ 1,000.000	29.00	\$ 7,250.000		\$ -
14. Pinus strobus	EA	32	\$ 250.00	\$ 8,000.000	20.00	\$ 5,000.000	12.00	\$ 3,000.000	32.00	\$ 8,000.000		\$ -
15. Pseudotsuga menziesii	EA	29	\$ 250.00	\$ 7,250.000	27.00	\$ 6,750.000	2.00	\$ 500.000	29.00	\$ 7,250.000		\$ -
Shrubs												
1. Chamaecyparis F. Aurea	EA	1	\$ 55.00	\$ 55.000		\$ -	1.00	\$ 55.000	1.00	\$ 55.000		\$ -
2. Cornus amomum	EA	14	\$ 65.00	\$ 910.000	1.00	\$ 65.000	13.00	\$ 845.000	14.00	\$ 910.000		\$ -
3. Euonymus A. Compacta	EA	4	\$ 65.00	\$ 260.000		\$ -	4.00	\$ 260.000	4.00	\$ 260.000		\$ -
4. Ilex crenata helzj	EA	2	\$ 65.00	\$ 130.000		\$ -	2.00	\$ 130.000	2.00	\$ 130.000		\$ -
5. Thuja O. Emerald Green	EA	2	\$ 80.00	\$ 160.000	2.00	\$ 160.000		\$ -	2.00	\$ 160.000		\$ -
6. Viburnum Platanum	EA	14	\$ 65.00	\$ 910.000		\$ -	14.00	\$ 910.000	14.00	\$ 910.000		\$ -
2.O. RESPREAD TOPSOIL (8")	LS	1	\$ 30,000.00	\$ 30,000.000		\$ -	1.00	\$ 30,000.000	1.00	\$ 30,000.000		\$ -
2.P. OTHER												
1. Construction Stakeout	LS	1	\$ 25,406.55	\$ 25,406.550		\$ -	1.00	\$ 25,406.550	1.00	\$ 25,406.550		\$ -
2. Pins and Monuments and As-Builts	LS	1	\$ 8,843.00	\$ 8,843.000	0.50	\$ 4,421.500	0.50	\$ 4,421.500	1.00	\$ 8,843.000		\$ -

**ESCROW RELEASE NO.: 8**

DATE PREPARED: 9-Feb-2024

PROJECT NAME: Firefox - Ph. 2 (Northern)		TOTAL ENGINEERING/LEGAL (CASH ESCROW):	\$	45,000.00	MONTGOMERY TOWNSHIP	
DEVELOPER: Crystal Road Enterprises, LLC		TOTAL ADMINISTRATION (CASH ESCROW):	\$	5,000.00	TOWNSHIP NO.: LDS-630	
ESCROW AGENT: Univest					G&A PROJECT NO.: 2012-09009-03	
TYPE OF SECURITY: Letter of Credit		MAINTENANCE BOND AMOUNT (15%):	\$	251,157.38	AGREEMENT DATE: 8-Jun-2017	
SUMMARY OF IMPROVEMENT ESCROW ACCOUNT						
		TOTAL COST	RELEASE REQUESTS			
			CURRENT	PRIOR	TOTAL	BALANCE
CONSTRUCTION		\$1,598,867.34	\$ 80,993.75	\$ 1,517,873.59	\$ 1,598,867.34	\$ -
ANNUAL 10% CONSTRUCTION COST INCREASE (Balance as of 3/31/19 - \$755,151.82)		\$ 75,515.18	\$ 8,099.38	\$ 67,415.80	\$ 75,515.18	\$ -
CONTINGENCY (10%)		\$ 167,438.25	\$ 167,438.25	\$ -	\$ 167,438.25	\$ -
TOTAL		\$ 1,841,820.77	\$ 256,531.38	\$ 1,585,289.39	\$ 1,841,820.77	\$ -

CONSTRUCTION ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST	CURRENT REQUEST		PRIOR REQUESTS		TOTAL REQUESTS (Incl. current release)		AVAILABLE FOR RELEASE (Incl. current release)	
					QTY	COST	QTY	COST	QTY	COST	QTY	COST
2.Q. <u>ANNUAL CONSTRUCTION COST INCREASE PER PA MPC §509(h)</u>												
Construction Cost Subtotal						\$ 1,598,867.34						
Released as of December 2017 (Release #11)						\$ 843,715.52						
Balance as of December 2017 (Release #11)						\$ 755,151.82						
1. 10% Annual Construction Cost Increase (Balance as of 3/31/19 - \$755,151.82)	LS	1	\$ 75,515.18	\$ 75,515.180	0.11	\$ 8,099.380	0.89	\$ 67,415.800	1.00	\$ 75,515.180	\$ -	-
2.R. <u>CONTINGENCY</u>												
1. 10% Contingency (Released upon certification of completion and receipt of Maintenance Bond)	LS	1	\$ 167,438.25	\$ 167,438.250	1.00	\$ 167,438.250		\$ -	1.00	\$ 167,438.250	\$ -	-

NOTES:

- 2014-09-24. Initial construction cost issued for Phase I Land Development Agreement.
- 2016-08-04. Phase II costs updated prior to recording of Phase II Land Development Agreement. Net change to construction cost = \$0.00.
- 2018-04-04. Phase I and Phase II spreadsheets separated for release purposes.
- 2018-04-04. Engineering/Legal & Administration cash escrow amounts based upon Phases I and II.
- 2019-05-13. Moved Fox Meadow wearing course from Phase 1 to Phase 2 (line items 2.G. 6, 8, 9 (3,286 SY), & 10 (2,234 LF)).
- 2019-05-13. Added 10% annual increase per PA MPC §509(h) (line item 2.Q.1).

MANSFIELD DEVELOPMENT LLC

PO Box 546
Ardmore, PA 19003
609-638-2907
stephenamansfield@gmail.com

RECEIVED
1/11/2024

GILMORE & ASSOCIATES, INC.

Certified Mail
Return Receipt Requested

2024 (JPD)
January 5, 2023

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

Re: Walnut Creek – Phase 2 (Montgomery Township) - Select Properties
Request for Final Release

Dear Ms. McCreary:

Select Properties has completed all the required bonded site improvements at Walnut Creek Phase 2 (Montgomery Township). Therefore, on behalf of Brian Grant at Select Properties and in accordance with Section 509 of the Municipalities Planning Code, I am formally requesting Montgomery Township confirm completion of the bonded improvements and release the posted performance security upon Select Properties posting the required 18-month maintenance security.

If you require any additional information, please feel free to contact me at either 609-638-2907 or stephenamansfield@gmail.com.

Sincerely,



Stephen Mansfield

Cc: James P. Dougherty, P.E., Gilmore & Associates with attachments via Certified Mail
Brian Grant, Select Properties with attachment via email

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #05

SUBJECT: Request Authorization to Purchase Speed Trailer
MEETING DATE: February 12, 2024
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison
INITIATED BY: J. Scott Bendig, Chief of Police

BACKGROUND:

The department proposes purchasing a second SpeedAlert 24 Radar Message Sign Trailer. Last year, a similar model was purchased to replace our portable 2005 Kustom Signals speed trailer. The unit purchased last year was highly effective in mitigating speeding concerns raised by residents. A second unit would allow the placement of units at locations for more extended periods, thus further easing resident's concerns. In addition to providing alerts to speeding vehicles, the unit can also be utilized to gather speed data and serve as a message board.

Attached is a quote dated January 24, 2024, from All-Traffic Solutions, an authorized vendor under the Co-Stars Cooperative Purchase Program (# 012-E22-305), to provide the requested speed trailer at a total cost of \$18,425.13.

BUDGET IMPACT:

A total of \$18,500.00 was included in the 2024 Approved Final Budget-Police Department Capital to purchase this portable speed trailer.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the awarding of the contract for the referenced purchases per the 2024 approved Final Budget.

MOTION/RESOLUTION:

Motion to award the contract for the purchase of a SpeedAlert 24 Radar Message Sign Trailer from All-Traffic Solutions, an authorized vendor under the Co-Stars Cooperative Purchase Program, at a total cost of \$18,425.13 per their quote.

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



**Mail Purchase
Orders to:**
3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
Co-Star: 012-E22-305

QUOTE Q-78411

DATE: 01/24/2024

**PAGE
NO: 1**

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

Julie Styskin
(866) 366-6602
x 250
jstyskin@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

Montgomery Township Police Department-PA
1001 Stump Rd
Montgomeryville, PA 18936

Billing Contact:

SHIP TO:

Montgomery Township Police Department-PA
1001 Stump Rd
Montgomeryville, PA 18936
Attn: Scott Bendig

**PAYMENT
TERMS:**
Net 30

CUSTOMER:
Montgomery Township
Police Department-PA

CONTACT:(215) 362-2301

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1	\$9,307.15	\$9,307.15
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,500.00	\$1,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4000173	Trailer, ATS-5 (select power separately)	1	\$4,325.00	\$4,325.00
4100557	hrns, Power cord, iA w/ quick connects for trailer	1	\$60.00	\$60.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	1	\$800.00	\$800.00
4001299	3 Year Warranty	1	\$0.00	\$0.00
4001626	VZW communications prep	1	\$0.00	\$0.00
4000636	Trailer Battery kit for ATS-5, 450Ah deep cycle batteries w/cover, hold down, cables& hdwr (iA24, SA24)	1	\$990.00	\$990.00
4000740	Trailer Certificate of Origin	1	\$0.00	\$0.00
4000754	USB cable, 16ft, extra long for trailer or pole	1	\$32.00	\$32.00

4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	1	\$987.00	\$987.00
4000641	Shipping and Handling Common Carrier	1	\$800.00	\$800.00
4001190	Discount - New Purchase	1	(\$376.02)	(\$376.02)

Special Notes:	SALES AMOUNT:	\$18,425.13
	TOTAL USD:	\$18,425.13

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #06

SUBJECT:	Replacement Generator for Battalion 1 Firehouse
MEETING DATE:	February 12, 2024
BOARD LIAISON:	Annette M. Long
INITIATED BY:	William Wiegman, Fire Chief

BACKGROUND:

The Department needs a new generator at the Battalion 1 firehouse. The existing generator has reached the end of its life cycle and does not provide for all the essential functions of the Battalion as a firehouse and EOC. The recommended replacement generator will provide all the essential functions of the building in the event of a power failure. The recommended generator ensures the sustainability of fire services and our Emergency Operations Center during an electric service distribution or outage.

The Department reached out to West Generator Services of Kulpsville, PA. West Generator Services currently services the generators at both fire battalions and is an approved COSTARS vendor and service provider. West provided the Township with a quote of \$99,774.00 for the purchase and installation of the new generator at Battalion 1. There is \$100,000.00 in the 2024 Capital Investment Plan for the replacement of the generator at Battalion 1.

BUDGET IMPACT:

The cost of the installation of the new generator at Battalion 1 is quoted at \$99,774.00. The quote was provided by West Generator Services who is an approved COSTARS vendor.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the purchase of a new generator for the Battalion 1 firehouse to replace the existing generator. The new generator will be purchased and installed by West Generator Service for \$99,774.00.

MOTION/RESOLUTION:

- 1) **Motion** to approve the purchase and installation of a replacement generator for the Battalion 1 firehouse from West Generator Service, an approved COSTARS vendor, for \$99,774.00.
- 2) Motion by: _____ Second by: _____
- 3) Chair will call for public comment.
- 4) Chair will call for a vote.

WEST
GENERATOR SERVICES
P.O. BOX 1407
KULPSVILLE, PA 19443
(215) 362-6324
www.westgenerator.com

Montgomery Twp.
1001 Stump Rd.
Montgomeryville, PA. 18936-9605

Quotation = Whole building generator for firehouse at Stump Rd. & 309.

1-18-2024

Item	Description	Qty
1	C100N6, 100kW, 60Hz, Standby, Natural Gas/Propane Genset U.S. EPA, Stationary Emergency Application C100N6, 100kW, 60Hz, Standby, Natural Gas/Propane Genset Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification OSHDP Seismic Certification Voltage - 120/240, 1 Phase, Wye, 3 Wire Alternator - 60Hz, 4L, 240/120V, 120C, 40C Ambient, Increased Motor Starting (IMS) Battery Rack Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Sand Stone, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 2300 Controller Gauge - Oil Pressure Signals - Auxiliary, 8 Inputs / 8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 200A - 600A, 3P, LSI, 600 Volts AC, 100%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Enclosure Kit-Sound Level 2 Duct Fuel Connection Kit, Flexible-1 1/4"NPT, Gaseous, 31"L Fuel Strainer-Natural Gas, 1 1/4"NPT Inlet/Outlet Solenoid Valve-1 1/4"NPT Inlet/Outlet, 12VDC, 25PSI	1
2	Acumen T005 A, E-mail with monitoring	1
3	Annunciator Panel	1

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Montgomery Twp.
1001 Stump Rd.
Montgomeryville, PA. 18936-9605

Quotation = Whole building generator for firehouse at Stump Rd. & 309.

1-18-2024

Item	Description	Qty
4	OTECSE Transfer Switch-Power Command: 600A Service Entry Circuit Breaker, 600 Amp, 3 Pole. Transfer Switch-Onan, PwrCmd, 600 Amp Listing - UL 1008 / CSA Certification Application - Utility to Genset Cabinet - Type 3 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 240 Volts AC Control Voltage 12 Volt DC.	1

1. Remove fuss disconnect and install new service entry ATS.
2. Run conduits around corner down to generator at grade.
3. T gas line at meter and run around corner and along wall at grade.
4. Mount annunciator panel in radio room (see Notes).
5. Mount acumen for your IT department to hook up to router (see Notes).
6. Complete start-up, set up acumen with E-mails & free monitoring.

Price	\$ 99,774.00
Sales Tax	.00
Total	\$ 99,774.00

NINETY NINE THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS.

NOTES:

Concrete pad by others.

Running cat 5 to router and annunciator panel by others

Terms of Sale: 30% Down payment, 60% Before Delivery 10% After Start-up.

Shipping will not be performed until payment has been received, regardless of our invoice date.

Delivery will be determined at time of release based upon current manufacturing lead times.

No exhaust piping, insulation, hangers, or wall thimble.

No ductwork or louvers.

Start-up & Testing is to be done on regular time.

Load Bank testing if included, adequate access must be provided.

Electrical Permits, engineered drawings, Mechanical Permits, Emissions Permits or Emissions Testing are excluded from this quote, if requested they will be billed T&M.

Pricing is good for 45 days from date above.

Cancellation Policy: Once equipment has been released for manufacture; a cancellation fee will be assessed based on a percentage of the equipment value as determined by the manufacturer.

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and West Generator Services Inc. ("West") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and West will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on West. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on West.

QUOTE TERM; SCOPE. The Quote is valid for 30 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY. Equipment is quoted FOB origin, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. A reasonable storage fee, as determined by West, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. West shall use best efforts to meet estimated dates but shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. West may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as West deems appropriate.

PAYMENT TERMS; CREDIT; RETAINAGE. If Customer has approved credit, as determined by West, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote, without deduction or setoff. If payment is not received when due, in addition to any rights West has under the law and charges that West may levy against Customer under statute (including attorney fees and costs of collection), West may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by West prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to West within three (3) days from date of delivery after which time Equipment shall be deemed accepted. West shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment

until returned to West) or allow West another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT. Customer agrees that West retains all statutory lien rights. To secure payment, Customer grants West a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as West may request from time to time in order to permit West to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants West a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. West may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by West of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and West enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to West, and is subject to inspection by West at all reasonable times.

CANCELLATION; CHARGES. If Customer cancels all or a portion of this Agreement after its release to West, Customer may incur a cancellation charge in

accordance with current West policy which is available upon request, in addition to the actual, non-recoverable costs incurred by West. Written cancellation notice is required. **MANUALS.** Unless otherwise stated, electronic submittals and electronic O & M manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular West business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and West personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. West is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after startup, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

WARRANTY. New and remanufactured Equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available upon request. West's obligations under this warranty are limited to repair or replacement, at West's option, of any defective component.

WARRANTY PROCEDURE. Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to West and deliver the defective Equipment to a West location or other location authorized and designated by West to make the repairs during regular business hours. West shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

West expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by West. Some states do not allow limitation on warranties, so these limitations may not apply to you.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any West published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by West; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

LIMITATIONS ON REMEDIES

THE MAXIMUM LIABILITY, IF ANY, OF WEST FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM WEST' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL WEST BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY WEST' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST WEST FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.

FORCE MAJEURE. West is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its

reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by West' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than West. Upon the occurrence of any event of Customer's default, West, at its sole option and without notice, shall have the right to exercise concurrently or separately anyone or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to West' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by West shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by West, Customer shall make these permits, licenses, and consents available to West prior to shipment. Customer represents that it is familiar with the

Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings, or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement

Intellectual Property. Any intellectual property rights created by West in the course of the performance of this Agreement or otherwise shall remain West' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of West. Customer's rights in and to the West' intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by West.

MISCELLANEOUS. West shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

MISCELLANEOUS CHARGES. West may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of West to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, West has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for West entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist West in obtaining or retaining business or to benefit West or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving West the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold West harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by West or its affiliates as a result of Customer's breach.

NOTICE: As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from West and its sub-suppliers or subcontractors may occur. Among other factors, West' delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and West reserves the right to make partial deliveries or modify its labour or service. While West shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change

Upon Acceptance of this Proposal, Customer accepts the proposed products as well as the attached West Generator Services Inc terms and conditions. Please sign and return this quotation to proceed.

Company: _____ Ship to Address: _____
Printed Name: _____ Contact for Delivery: _____
Signature: _____ Phone Number: _____
Title: _____ Special Delivery Instructions: _____
Date: _____

Thank you for considering West Generator Services Sales and Service for this power generation project.

Scott West
West Generator Services Inc.
(215) 362-6324
scott@westgenerator.com



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #07

SUBJECT:	Pennsylvania Office of the State Fire Commissioner Grant Awards
MEETING DATE:	February 12, 2024
BOARD LIAISON:	Annette M. Long
INITIATED BY:	William Wiegman, Fire Chief

BACKGROUND:

The DFS and FDMT applied for the 2023-2024 PA Office of State Fire Commissioner Grant in the Fall of 2023. The DFS and FDMT were notified on February 02, 2024, that both agencies were awarded the grant for \$16,951.99. The DFS will use the grant money to purchase rope rescue equipment. The FDMT will use the grant money to purchase turn-out gear for volunteer firefighters.

BUDGET IMPACT:

The grants will have a positive impact on the DFS and FDMT budgets for \$16,951.99 for each organization. The total amount of both grants is \$33,903.98.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the PA Office of State Fire Commissioner Grant Awards of \$16,951.99 for the DFS and FDMT.

MOTION/RESOLUTION:

- 1) **Motion** to approve the PA Office of State Fire Commissioner Grant Awards of \$16,951.99 each for the Department of Fire Services and the Fire Department of Montgomery Township.
- 2) Motion by: _____ Second by: _____
- 3) Chair will call for public comment.
- 4) Chair will call for a vote.

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE STATE FIRE COMMISSIONER
FIRE COMPANY AND EMERGENCY MEDICAL SERVICE
GRANT AGREEMENT**

GRANTEE INFORMATION		GRANT NUMBER 2023-139292-Fire	
Montgomery Twp Dept of Fire Svcs 1001 Stump Rd Montgomeryville, PA 18936-9605		Site location address (if different than mailing address):	
Has this company ever merged or consolidated with another company? No			
Merger/consolidated companies:		Effective Date	
FEIN: 236005687 SAP Number: 139292-004		Local Government Unit: Montgomery	
		County: MONTGOMERY	
Name and Title of Grant Preparer: Willim Wiegman, Fire Chief		Preparer's Phone Number: Day: (215) 393-6935 Evening: (215) 704-6203	

This document shall constitute the Fire Company Emergency Medical Service Grant Agreement between the Office of the State Fire Commissioner, hereinafter referred to as OSFC, and the above-named Grantee. This document, and all of the terms and conditions contained herein, shall apply to the grant of all state funds provided to the applicant under the provisions of Act 91 of 2020, as amended, known as the Fire Company and Emergency Medical Service Grant Act. OSFC agrees to award the amount of \$16,951.99 to the Grantee for the project(s) listed in Appendix A and Grantee certifies as follows.

The Grantee Certifies That:

1. The Grantee's agent has the legal authority to execute this Grant Agreement on behalf of the Grantee.
2. The Grantee's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of grant monies provided under the provisions of Act 91 of 2020, as amended.
3. The Grantee is either a "Fire Company" or a "Emergency Medical Service" as defined by Section 102 of Act 91 of 2020, as amended. If requested by OSFC, the Grantee agrees to submit a copy of its Articles of Incorporation, By-laws, Merger or Consolidation Agreement, or some other legal document to OSFC in order to verify that it is either a "Fire Company" or a "Emergency Medical Service."
4. The Grantee certifies that if it is a fire company, it has responded to ten or more fire emergencies during the previous calendar year.
5. The Grantee agrees that if it is a fire company, it will actively participate in the Pennsylvania Fire Information Reporting System.
6. The Grantee agrees that any grant monies provided by OSFC under the terms and conditions of this Agreement shall be used by the Grantee to improve and enhance the capabilities of the Grantee to provide either firefighting, ambulance and/or rescue services to the citizens of Pennsylvania.
7. The Grantee certifies that the grant funds will be expended according to the Project Budget which is attached as Appendix A and incorporated herein.
8. The Grantee agrees to comply with OSFC's Statement of Policy which is incorporated herein by reference as Appendix B for the administration of this grant program.
9. The Grantee shall submit a final performance report to OSFC by 9/1/2024, via your grant application. Copies of financial documentation verifying expenditures listed in Appendix A shall be provided with the final performance report, via email, mail or fax, if selected for audit.
10. The Grantee agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the Grantee. If the Grantee fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the Grantee by any Commonwealth agency or department, including OSFC.
11. OSFC, or its duly authorized representative, shall have access to the records of the Grantee for the purpose of auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance. The Grantee shall maintain a separate and segregated project account for all funds received under this grant.
12. The Grantee agrees to retain all cost supporting records and documentation for a period of three years from the date that it receives its final grant payment from OSFC.
13. The Grantee agrees to comply with the Standard Contract Terms and Conditions for Services which are incorporated herein by reference as Attachment C.

¹ The Grantee's agent must be an elected officer of the organization authorized to execute this agreement on behalf of the organization, such as President, Secretary, Treasurer, Chief, Chairman of the Board, or Executive Director.

APPENDIX A

B. Repair of firefighting, ambulance, or rescue equipment OR purchase thereof.

Grant Funds Expended: \$20,000.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
4	Rescucender	110.00	440.00
2	Handle Ascender	110.00	220.00
4	Roll Clip A	60.00	240.00
4	Swivel Pulley	100.00	400.00
2	Jag System 2m	370.00	740.00
1	Terradaptor	6,000.00	6,000.00
40	Auto Locking Carabiners	23.00	920.00
2	Paratech Strut Driver Retro Kit w/Handle	3,115.00	6,230.00
3	CMC Escape Artist System w/ FR Escape Web	816.00	2,448.00
2	Absorbica MGO	350.00	700.00
2	Aztek Haul System	430.00	860.00
2	Petzl ASAP Lock Axess Kit	401.00	802.00
Project Cost:			<u>\$20,000.00</u>
Total Cost:			<u>\$20,000.00</u>

**PROGRAM GUIDANCE
FIRE COMPANY AND EMERGENCY MEDICAL SERVICE GRANT PROGRAM
STATE FISCAL YEAR 2023-2024**

**THE 2023-24 GRANT APPLICATION PERIOD WILL BE
SEPTEMBER 6, 2023 - OCTOBER 20, 2023**

Section 1. Introduction

(a) The Fire Company and Emergency Medical Service Grant Program (Program) provides grants to improve and enhance firefighting, ambulance and rescue services capabilities of fire companies and emergency medical services throughout the Commonwealth of Pennsylvania (Commonwealth). Program funds may be used for projects that are eligible in accordance with Chapter 78 (relating to Grants to Fire Companies and Emergency Medical Services Companies) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 et seq., as amended by Act 91 of 2020. Eligible projects are defined at 35 PA.C.S. § 7813 (relating to Award of Grants).

(b) Assistance from the Program is in the form of grants from the Commonwealth to eligible fire companies and emergency medical services for projects which, in the judgment of the State Fire Commissioner meet the Criteria of Chapter 78 of Title 35, as amended, and are in accordance with this Program Guidance, guidelines in this chapter and meet all Fire Company and Emergency Medical Service Grant Application criteria as stated in the application.

(c) Grants will be not less than \$2,500 and not more than \$20,000 per applicant fire company and no more than \$15,000 per applicant emergency medical service.

(d) Applicants should be aware that the Program expects to receive many applications for the limited funds appropriated from the State Gaming Fund. As such, it is possible that not every application can be fully funded, in which case grants will be awarded on a prorated basis to projects that are determined to be eligible.

(e) The program expenditures will be charged to funds appropriated to the Fire Company and Emergency Medical Service Grant Program by section 1720-C(c) of The Fiscal Code.

Section 2. Definitions.

The following words and terms, when used in this chapter, have the following meanings unless the context clearly indicates otherwise:

Advanced Life Support--The advanced pre-hospital and inter-hospital emergency medical care of serious illness or injury by appropriately trained health professionals and by certified EMT-paramedics.

Application--The Fire Company and Emergency Medical Service Grant Program Application.

Basic Life Support Services--Prehospital or inter-hospital emergency medical care and management of illness or injury performed by specially trained and certified or licensed personnel.

Career emergency medical services--A for-profit chartered emergency medical service corporation, association or organization which meets all of the following: 1. Is located in this Commonwealth; 2. Is licensed by the Department of Health; 3. Is not associated or affiliated with a hospital unless recognized in accordance with 7823 (b.1) (relating to grant awards); 4. Is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced

life support squads as defined in 28 Pa Code § 1027.1 (relating to general provisions). This does not include a corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for routine transport of individuals who are convalescent or non-ambulatory and who do not ordinarily require emergency medical treatment while in transit.

Certification--Any class of instruction or test that will provide certification at any level that is currently offered in the Commonwealth through the Voluntary Fire Fighter Certification program administered by the Pennsylvania State Fire Academy. **A certified member can only be used in one grant application regardless of the number of certifications the individual holds.**

Certified Personnel--Any member of the fire or rescue company who is certified at a minimum level of Fire Fighter 1 on or before July 1, 2023, by the National Professional Qualifications Board or by the International Fire Service Accreditation Congress and verified by the Pennsylvania State Fire Academy.

Chapter 78--Chapter 78 (relating to Grants to Fire Companies and Volunteer Services) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 et seq., as amended by Act 91 of 2020.

Commissioner--The State Fire Commissioner.

Emergency Medical Services Company/EMS--A career or volunteer medical services company.

Equipment--Any apparatus, equipment or tools ordinarily used by a fire, rescue or ambulance service in the performance of their duties.

Facility--A structure or portion thereof intended for storage or protection of firefighting apparatus, ambulances and rescue vehicles and related equipment and gear. **The term does not include meeting halls, social halls, social rooms, lounges or any other facility not directly related to firefighting or the furnishing of ambulance or rescue services.**

Final Report--The report to be filed as provided in Section 6 of these Guidelines by the Fire Company or Emergency Medical services detailing the expenditure of the funds granted. All final reports shall be submitted electronically through the grant application.

Fire Company--A volunteer fire company, a municipal fire company or a combined volunteer and municipal fire company located in this Commonwealth. The term includes an airport fire company

Invalid Coach--A vehicle which is primarily maintained, operated and intended to be used for routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit. Such vehicles shall not be considered ambulance or emergency medical service vehicles.

Merger--The following documents constitute an official merger and will be used to determine grant eligibility as a merged entity: Signed merger resolutions from each company; Incorporation paperwork from the Pennsylvania Department of State; By-Laws reflecting the merger; IRS Letter showing the new EIN # if applicable; County Orphans Court approval. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Airport Fire Company--Is associated with an airport; Has a mutual aid agreement with a neighboring municipality; Has responded to at least 15 fire or rescue emergency calls annually to neighboring fire companies as provided in documentation requested by the State Fire Commissioner. The following documents constitute a new airport fire company and will be used to determine grant eligibility: Copy of IRS letter showing the company name and EIN #; Completed W-9 form; 15 incident reports from the previous calendar year showing your response to emergency calls as part of the response to fires or vehicle accidents. A completed information sheet; A letter from the municipality secretary verifying the company has a mutual aid agreement to provide fire or rescue services; **All required paperwork must be**

received in the OSFC by August 1st to be considered for the upcoming grant cycle.

New Career EMS Company--The following documents constitute a new career\volunteer ems company and will be used to determine grant eligibility: A completed information sheet; A letter from the municipality secretary verifying the company shares the same EIN# and is recognized by the municipality as the primary new career\volunteer EMS provider. A completed W-9 form; Copy of the IRS letter showing the EIN#; 15 patient care reports showing the company responded to at least 15 calls in the previous calendar year as the primary new career\volunteer EMS provider. (personal information may be blacked out). **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Career/Combination Fire Company--The following documents constitute a new career\municipal fire company and will be used to determine grant eligibility: A completed information sheet; A letter from the municipality secretary verifying the company shares the same EIN#; A copy of the ordinance which established your organization as a municipal or combination department; 15 incident reports from the previous calendar year showing calls in response to fire protection or rescue services.(personal information can be blacked out). **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Hospital Based EMS Company--The following documents constitute a hospital based ems company and will be used to determine grant eligibility: A letter from the municipality verifying the company is on the county 911 center call box as the primary EMS provider; A letter from the hospital verifying the EMS company shares the same EIN# with the hospital, is licensed to run EMS calls; Copy of the IRS letter showing the EIN#; Completed W-9 form; 15 patient care reports showing the company responded to at least 15 calls in the previous calendar year as the primary EMS provider. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer EMS Company--The following documents constitute a new volunteer EMS company and will be used to determine grant eligibility: Copy of articles of incorporation; Copy of your Bylaws; Copy of your IRS letter showing your company name and EIN #; A completed W-9 form; 15 patient care reports verifying the company responded to at least 15 emergency medical service calls in the previous calendar year as the primary EMS provider (personal information may be blacked out). A letter from the municipality verifying the company is on the county 911 center call box as the primary EMS provider; **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer Fire Company--The following documents constitute a new volunteer fire company and will be used to determine grant eligibility: Copy of the articles of incorporation; Copy of the bylaws; Copy of the IRS letter showing the EIN #; Completed W-9 form; 15 incident reports from the previous calendar year showing calls in response to fire protection or rescue services; A letter from the township/borough/municipality Secretary verifying your company is the designated fire or rescue services provider. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer Rescue Company--The following documents constitute a new volunteer rescue company and will be used to determine grant eligibility: Copy of the articles of incorporation; Copy of the bylaws; Copy of the IRS letter showing the EIN #; Completed W-9 form; A letter from the township/borough/municipality Secretary verifying your company is the designated fire or rescue services provider; 15 incident reports from the previous calendar year showing your response to rescue calls as part of the response to fires or vehicle accidents. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

OSFC--Office of the State Fire Commissioner.

Quick Response Service (QRS)--These companies are not eligible for the OSFC grant program based on the services provided.

Program--The Fire Company and Emergency Medical Service Grant Program.

Regional or Joint Project--A cooperative agreement wherein any combination of three (3) or more separately chartered fire or rescue companies agree to use all or any portion of their respective grant request to jointly complete any project that qualifies under the Act. To be eligible for a joint project, each company's share shall not be less than \$5,000 per organization. **Joint projects cannot be submitted by organizations who share the same physical space. Joint projects CANNOT BE AMENDED.**

Volunteer EMS Company--Any nonprofit chartered corporation, association or organization located in the Commonwealth, which is licensed by the Pennsylvania Department of Health and is not associated or affiliated with any hospital unless recognized in accordance with section 7823 (b.1) (relating to award of grants) and which is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced life support squads as defined in 28 Pa. Code § 1027.1 (relating to general provisions). The term shall not include any corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for the routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit.

Volunteer Fire Company--A nonprofit chartered corporation, association or organization located in this Commonwealth which provides fire protection or rescue services and which may offer other voluntary emergency services within this Commonwealth. Volunteer emergency services provided by a volunteer fire company may include volunteer ambulance and volunteer rescue services.

Volunteer Rescue Company--A nonprofit chartered corporation, association or organization located in this Commonwealth that provides rescue services as part of the response to fires or vehicle accidents within this Commonwealth.

Section 3. Eligibility.

(a) Fire Company Grant

(1) Eligible applicants. A fire company as defined in Section 2. To receive grant funds a fire company shall have actively responded to 15 or more fire or rescue emergencies during the previous calendar year and is officially recognized by the appropriate municipality. The fire company shall also agree to participate in the reporting of information (incidents) using the Pennsylvania Fire Information Reporting System (PennFIRS). **To be eligible to apply for the 2023-24 grant, companies must be current with reporting their incidents through July 31, 2023. To be awarded a grant, a company must continue to actively report your incidents monthly throughout the grant year.**

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78 and the Program. Eligible projects must improve and enhance the capabilities of the fire company to provide firefighting, ambulance or rescue services. Eligible projects are:

(i) Construction and/or renovation of the fire company's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide fire, ambulance and rescue services. This includes repair, renovation or construction of sleeping quarters (bunk rooms) and training rooms. **Any work done must be performed by a licensed contractor registered with the Pennsylvania Attorney General's Office. Members of fire/ems companies cannot be paid for labor, they can only purchase materials.**

(ii) Purchase of firefighting, ambulance or rescue equipment or repair thereof;

(a) Includes the purchase of fuel for company vehicles

- (iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii)
- (iv) Training and certification of members;
- (v) Training and education materials regarding fire prevention for the general public
- (vi) **Career Fire Departments Only** - overtime costs associated with backfilling positions while firefighters are attending training;
- (vii) Recruitment and retention, including but not limited to, volunteer firefighter length of service award programs and programs for minors;

(viii) **Construction Savings Account** – A fire company may apply for a grant under subsection (a) for the purpose of constructing a new facility beginning with the grant period commencing for the 2023-2024 fiscal year. **This project CANNOT BE AMENDED.** The grant shall be deposited into the Construction Savings Account, which is established within the State Treasury. Money in the Construction Savings Account may be withdrawn by application of the fire company. The Construction Savings Account shall be administered by the Commissioner. The following shall apply:

- (1) A fire company may only access money in the Construction Savings Account for emergency purposes and at the discretion of the Commissioner.
- (2) For a fire company to withdraw money from the Construction Savings Account:
 - (i) The application shall contain the signatures of two duly elected officers of the fire company.
 - (ii) The fire company shall indicate on the application how the money is going to be used under subsection a).
- (3) Any interest accrued on the Construction Savings Account may be used by the Commissioner for administrative purposes.

Eligible projects initiated on or after July 1, 2023 and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more fire companies have merged, their use of equipment, firefighters and services within twenty years preceding the date of the current year application submission deadline, the consolidated entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not consolidated. **Proof of merger must be provided to the OSFC by August 1 of the grant year to allow for review of materials prior to the application closure.**

- (4) To be eligible, a project cost must be no less than \$2,500.

Fire companies shall submit a completed application and shall submit a copy of their application to the municipality where the fire company is located.

(b) Emergency Medical Service Grant

(1) Eligible applicants. An Emergency Medical Service as defined in Section 2 and must be designated by the municipality as the municipality's primary EMS provider. EMS companies are not required to report through PennFIRS.

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78. Eligible projects must improve and enhance the capability of the ambulance service to provide ambulance, emergency medical, basic life support or advanced life support services. Eligible projects are:

(i) Construction and/or renovation of the volunteer ambulance service's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide ambulance, emergency medical, basic life support and advanced life support services. This includes repair, renovation or construction of sleeping quarters (bunk room). **Any work done must be performed by a licensed contractor registered with the Pennsylvania Attorney General's Office. Members of fire/ems companies cannot be paid for labor, they can only purchase materials**

(ii) Purchase of ambulance or rescue equipment or repair thereof;

b. Includes the purchase of fuel for company vehicles.

(iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii); or

(iv) Training and certification of members.

(v) Education of the general public regarding community risk reduction.

(vi) Recruitment and retention programs, including, but not limited to, programs for minors.

Eligible projects initiated after July 1, 2023, and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more ambulance companies have merged, their use of equipment, emergency medical technicians, paramedics and services within ten years preceding the date of the current year application submission deadline, the merged entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not merged. **Proof of merger must be provided to the OSFC by August 1 of the grant year to allow for review of materials prior to the application closure. Mergers with defunct companies are not acceptable under the Program.**

Section 4. Program Requirements and Instructions.

The following requirements apply to the program:

(1) Project applications for the grants shall be submitted using the online web based application process .

(2) The OSFC reserves the right to:

- (i) Request additional information regarding eligibility;
- (ii) Request additional information regarding proposed use of funds;
- (iii) Require explanation or revision of the applicant's project budget; and
- (iv) Require clarification of the applicant's project narrative.

(3) Incomplete applications will be rejected. An applicant shall carefully follow the instructions for completing the online form. Specific information is required as indicated on the online application. Applications not containing required information will be considered incomplete.

(4) The Project Narrative shall provide a detailed and comprehensive description of the project and must include:

- (i) Description of the project(s);
- (ii) Benefits to be realized from the project; and
- (iii) Grant funds to be expended on the project.

Section 5. Application Submission and Approval Procedure.

(a) The OSFC will mail and post information on the OSFC's website (www.osfc.pa.gov) detailing the grant application process to fire companies and volunteer ambulance services throughout the Commonwealth. Applications shall be submitted to the Office of the State Fire Commissioner online at www.osfc.pa.gov.

(1) The OSFC will provide an online Web based process to gather the additional applicant information and verify project eligibility. The agency will provide written information to every fire company and ambulance service regarding the grant program guidelines and the availability of the online applicant information/project eligibility verification process.

(b) A fire company or an emergency medical service seeking a grant under this program shall submit a completed online grant application to the OSFC. The application period will remain open for 45 days each year.

(c) Completed applications shall be submitted to the Office of the State Fire Commissioner no later than 4:00 PM Eastern Daylight Savings Time, 45 days after the grant period opens.

(d) The agency shall act to approve or disapprove applications within 60 days of the application submission deadline each year. Applications received by the Agency, which have not been approved or disapproved in the 60 day period, shall be deemed approved, subject to the provisions of Act 91 of 2020, as amended.

(e) Grant award determinations

(1) Fire Company Grants

(i) A fire company as defined in Section 2 that actively responded to fifteen or more fire or rescue emergencies during the previous calendar year; is officially recognized by the appropriate municipality;

agrees to actively participate in the Pennsylvania Fire Information Reporting System; submits a complete application, and proposes a qualifying project, will be eligible for a base award.

(ii) If the base award is only a portion of the applicant's grant request, additional grant funds will be awarded to eligible applicants by applying an award factor to that portion of the applicant's grant request which exceeds the base award. The award factor is determined by dividing the applicant's bonus points by fifteen (15), the highest possible number of points.

Award factor points:

Five (5) points will be awarded to an eligible fire or rescue service who uses the grant funding to perform a regional/joint project as found in the definitions.

One (1) point will be awarded for each member of the fire company who meets the definition of certified personnel, up to a maximum of 20 points.

(iii) If necessary, the resultant additional award will be prorated by a factor determined by dividing the total program funds remaining after the base awards have been determined by the total amount of funds requested more than the base awards so that all grant awards do not exceed the total grant funds available.

(iv) If funding is not fully distributed after this award factor calculation, the OSFC reserves the right

to adjust the award factor formula so that all grant funds available are distributed, subject to the provisions of Act 78.

(v) Fire/Rescue company grants to individual fire/rescue companies shall not exceed \$20,000 and shall be no less than \$2,500.

(2) Emergency Medical Service Grant

An emergency medical service as defined in Section 2 that actively responded to fifteen or medical service emergencies during the previous calendar year; is designated by the municipality as the municipality's primary EMS provider; submits a complete application, and proposes a qualifying project, will be eligible for a grant.

An eligible emergency medical service will be eligible for a grant ranging in amount from \$2,500 to \$15,000. Awards shall be prorated by a factor determined by dividing the total funds available by the total amount of funds requested so that all grant awards do not exceed the total grant funds available.

Section 6. Grant Award and Reporting Procedures.

(a) Grant award notifications will be made as follows:

(1) Applicants will be notified by e-mail

(b) At the time grant recipients are notified of their award, and in the same manner, they will be notified their grant agreement is accessible via their grant application. This grant agreement will contain the details of the grant, including name of recipient, amount of award, project description and terms of the agreement. In the case of fire company grant recipients, they must agree to participate in PennFIRS as stipulated in Section 3. The grant agreement must be signed by appropriate representatives of the organization or municipality authorized to bind the recipient organization to the terms of the agreement and returned to the OSFC for execution by the Commonwealth before grant funds can be released. **Grant Agreements will be due in the OSFC by July 1, 2024**, or the organization may not be awarded the grant funds. This will allow agreements to be processed and funds distributed in a timely fashion so funds can be spent and all reporting deadlines can be adhered to. **The last day grant agreements will be transmitted is July 31, 2024.**

(c) The applicant will maintain complete and accurate records with respect to the project. The OSFC will have free access to these records, including invoices of material and services, and other relative data and records, as well as the right to inspect all project work. The applicant shall furnish upon request of OSFC all data, reports, contracts, documents and other information relevant to the project.

(d) The applicant shall, upon completion of the project, but no later than **September 1, 2024**, file a Final Report with the OSFC in a manner and form prescribed by the OSFC. **The final report form must be submitted electronically through the grant application. Supporting documentation CANNOT be uploaded with the electronic final report.** All supporting documentation should be kept at the facility for a minimum 5-year period for audit purposes. **Supporting documentation will include either paid invoices from a vendor with a zero balance or an invoice and cancelled checks for the fundable projects completed and paid for during the grant cycle (July 1, 2023 - September 1, 2024).** Expenditures for debt reduction must include evidence from the lender such as a copy of the cancelled checks or letter from the lender showing that the funds were applied to such debt reduction consistent with the terms of the grant agreement. If the invoices or purchases are not identified in your grant application, an amendment to the grant application will be required. **Any grant funds not expended by the applicant for the project shall be returned to the OSFC prior to or with the filing of the Final Report.** Payment shall be in the form of a check made payable to the Commonwealth of Pennsylvania. Failure to file a Final Report will be grounds for the OSFC to seek the return of all grant funds awarded.

(e) The OSFC will audit 400-600 grant recipients per year. These audits will be completed either on-site or by submitting hard copy documentation to the OSFC. Organizations will be given notice of audits to be conducted on-site to allow personnel to be available with appropriate documents. Companies being audited via hard copy documentation will be provided details by e-mail, which will include the deadline for hard copy documentation submission and the required documents to be submitted to the OSFC. All documentation must be received in the OSFC via fax, US mail or email.

Section 7. Program Limitations.

(a) This section identifies program limitations that may result from the misuse of the grant funds.

(b) An applicant may not make or authorize changes to an approved project without first obtaining consent of the OSFC by submitting an on-line written project amendment. **All project changes must be submitted to the OSFC by August 11, 2024.**

(c) The applicant agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the applicant. If the applicant fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the applicant by any Commonwealth agency or department, including OSFC.

(d) OSFC, or its duly authorized representative, shall have access to the records of the applicant for auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance.

(e) The applicant agrees to retain all cost supporting records and documentation for a period of five years from the date that it receives its final grant payment from the OSFC.

Section 8. Special Provisions

(a) An applicant for a grant under this act who is delinquent in loan payments to the Fire and Emergency Medical Services Loan Program: established under the act of July 15, 1976 (P.L. 1036. No. 208), known as the Volunteer Fire Volunteer Ambulance Service and Rescue Squad Assistance Act, loan must use its grant funds to pay any arrears to the Commonwealth or it will not be qualified to receive a grant. Any organization that fails to comply with this sub section shall be disqualified from applying to the grant program for a period of five years.

(b) An applicant for a grant under this act must demonstrate that it complied with all terms of its grant agreement in the previous year regarding the use of the grant money it received in previous years or it shall not be eligible to receive a grant in the current year.

(c) An applicant for a grant under this act who fails to return a signed grant agreement for any previous grant year will not be permitted to apply for a grant in the current grant year, unless the applicant provides the OSFC with a reasonable written explanation as to why it did not claim its grant.

(d) Any equipment purchased through grant monies that has a service life can be transferred, but not sold to another fire company, rescue company or emergency medical service organization via an appropriate agreement which states that the equipment is transferred from one organization to another and identifies the equipment being transferred. Copies of the agreement should be retained for audit purposes. Such transfer meets the intent of the Program by allowing approved equipment to be used to improve and enhance the capabilities of other fire, rescue or emergency medical services throughout the Commonwealth.

(e) Should a Fire Company, Rescue Company or Emergency Medical Service Company no longer be

officially recognized by the local government, they shall be ineligible to receive a grant under the Program.

(f) Any organization who knowingly submits fraudulent information will be locked out of the grant process for 2 years.

Section 9. Contact Information.

All applicant inquiries should be directed to: E-mail - ra-vfcvasgp@pa.gov .

All **checks for unexpended grant funds** should be made payable to the Commonwealth of PA and mailed to:

Office of the State Fire Commissioner
FCEMS Grant Program
1310 Elmerton Avenue
Harrisburg, PA 17110-9364
Toll free 1- 800-670-3473

Attachment C

Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023)

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.
- ii. 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.
- iii. 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 this agreement or any subgrant agreement, contract, or subcontract.
- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is

qualified to perform the work to which this agreement relates.

- v. 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 the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

- a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
 - iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's

executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "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](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. Representations and Warranties.

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. 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
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Contractor Responsibilities.** During the term of this agreement, the Grantee shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provision

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall 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 agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are 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.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the contractor's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

- i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** The Grantee 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, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives 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.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must

submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE STATE FIRE COMMISSIONER
FIRE COMPANY AND EMERGENCY MEDICAL SERVICE
GRANT AGREEMENT**

GRANTEE INFORMATION		GRANT NUMBER 2023-719548-Fire	
Fire Dept of Montgomery Township PO Box 18 Montgomeryville, PA 18936-0018		Site location address (if different than mailing address): 321 Stump Rd Montgomeryville, PA 18936-0018	
Has this company ever merged or consolidated with another company? No			
Merger/consolidated companies:		Effective Date	
FEIN: 412107612 SAP Number: 719548		Local Government Unit: Montgomery	
		County: MONTGOMERY	
Name and Title of Grant Preparer: Bill Wiegman, Fire Chief		Preparer's Phone Number: Day: (215) 393-6900 Evening: (215) 704-6203	

This document shall constitute the Fire Company Emergency Medical Service Grant Agreement between the Office of the State Fire Commissioner, hereinafter referred to as OSFC, and the above-named Grantee. This document, and all of the terms and conditions contained herein, shall apply to the grant of all state funds provided to the applicant under the provisions of Act 91 of 2020, as amended, known as the Fire Company and Emergency Medical Service Grant Act. OSFC agrees to award the amount of \$16,951.99 to the Grantee for the project(s) listed in Appendix A and Grantee certifies as follows.

The Grantee Certifies That:

1. The Grantee's agent has the legal authority to execute this Grant Agreement on behalf of the Grantee.
2. The Grantee's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of grant monies provided under the provisions of Act 91 of 2020, as amended.
3. The Grantee is either a "Fire Company" or a "Emergency Medical Service" as defined by Section 102 of Act 91 of 2020, as amended. If requested by OSFC, the Grantee agrees to submit a copy of its Articles of Incorporation, By-laws, Merger or Consolidation Agreement, or some other legal document to OSFC in order to verify that it is either a "Fire Company" or a "Emergency Medical Service."
4. The Grantee certifies that if it is a fire company, it has responded to ten or more fire emergencies during the previous calendar year.
5. The Grantee agrees that if it is a fire company, it will actively participate in the Pennsylvania Fire Information Reporting System.
6. The Grantee agrees that any grant monies provided by OSFC under the terms and conditions of this Agreement shall be used by the Grantee to improve and enhance the capabilities of the Grantee to provide either firefighting, ambulance and/or rescue services to the citizens of Pennsylvania.
7. The Grantee certifies that the grant funds will be expended according to the Project Budget which is attached as Appendix A and incorporated herein.
8. The Grantee agrees to comply with OSFC's Statement of Policy which is incorporated herein by reference as Appendix B for the administration of this grant program.
9. The Grantee shall submit a final performance report to OSFC by 9/1/2024, via your grant application. Copies of financial documentation verifying expenditures listed in Appendix A shall be provided with the final performance report, via email, mail or fax, if selected for audit.
10. The Grantee agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the Grantee. If the Grantee fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the Grantee by any Commonwealth agency or department, including OSFC.
11. OSFC, or its duly authorized representative, shall have access to the records of the Grantee for the purpose of auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance. The Grantee shall maintain a separate and segregated project account for all funds received under this grant.
12. The Grantee agrees to retain all cost supporting records and documentation for a period of three years from the date that it receives its final grant payment from OSFC.
13. The Grantee agrees to comply with the Standard Contract Terms and Conditions for Services which are incorporated herein by reference as Attachment C.

¹ The Grantee's agent must be an elected officer of the organization authorized to execute this agreement on behalf of the organization, such as President, Secretary, Treasurer, Chief, Chairman of the Board, or Executive Director.

APPENDIX A

B. Repair of firefighting, ambulance, or rescue equipment OR purchase thereof.

Grant Funds Expended: \$20,000.00

Itemized List of Items to be Purchased:

Qty	Description	Unit Cost	Ext. Cost
3	TOG jacket, pants, boots, and internal carabiner	6,000.00	18,000.00
3	firefighting helemts	500.00	1,500.00
3	firefighting gloves	150.00	450.00
2	Rescue gloves	25.00	50.00
Project Cost:			\$20,000.00
Total Cost:			\$20,000.00

**PROGRAM GUIDANCE
FIRE COMPANY AND EMERGENCY MEDICAL SERVICE GRANT PROGRAM
STATE FISCAL YEAR 2023-2024**

**THE 2023-24 GRANT APPLICATION PERIOD WILL BE
SEPTEMBER 6, 2023 - OCTOBER 20, 2023**

Section 1. Introduction

(a) The Fire Company and Emergency Medical Service Grant Program (Program) provides grants to improve and enhance firefighting, ambulance and rescue services capabilities of fire companies and emergency medical services throughout the Commonwealth of Pennsylvania (Commonwealth). Program funds may be used for projects that are eligible in accordance with Chapter 78 (relating to Grants to Fire Companies and Emergency Medical Services Companies) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 et seq., as amended by Act 91 of 2020. Eligible projects are defined at 35 PA.C.S. § 7813 (relating to Award of Grants).

(b) Assistance from the Program is in the form of grants from the Commonwealth to eligible fire companies and emergency medical services for projects which, in the judgment of the State Fire Commissioner meet the Criteria of Chapter 78 of Title 35, as amended, and are in accordance with this Program Guidance, guidelines in this chapter and meet all Fire Company and Emergency Medical Service Grant Application criteria as stated in the application.

(c) Grants will be not less than \$2,500 and not more than \$20,000 per applicant fire company and no more than \$15,000 per applicant emergency medical service.

(d) Applicants should be aware that the Program expects to receive many applications for the limited funds appropriated from the State Gaming Fund. As such, it is possible that not every application can be fully funded, in which case grants will be awarded on a prorated basis to projects that are determined to be eligible.

(e) The program expenditures will be charged to funds appropriated to the Fire Company and Emergency Medical Service Grant Program by section 1720-C(c) of The Fiscal Code.

Section 2. Definitions.

The following words and terms, when used in this chapter, have the following meanings unless the context clearly indicates otherwise:

Advanced Life Support--The advanced pre-hospital and inter-hospital emergency medical care of serious illness or injury by appropriately trained health professionals and by certified EMT-paramedics.

Application--The Fire Company and Emergency Medical Service Grant Program Application.

Basic Life Support Services--Prehospital or inter-hospital emergency medical care and management of illness or injury performed by specially trained and certified or licensed personnel.

Career emergency medical services--A for-profit chartered emergency medical service corporation, association or organization which meets all of the following: 1. Is located in this Commonwealth; 2. Is licensed by the Department of Health; 3. Is not associated or affiliated with a hospital unless recognized in accordance with 7823 (b.1) (relating to grant awards); 4. Is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced

life support squads as defined in 28 Pa Code § 1027.1 (relating to general provisions). This does not include a corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for routine transport of individuals who are convalescent or non-ambulatory and who do not ordinarily require emergency medical treatment while in transit.

Certification--Any class of instruction or test that will provide certification at any level that is currently offered in the Commonwealth through the Voluntary Fire Fighter Certification program administered by the Pennsylvania State Fire Academy. **A certified member can only be used in one grant application regardless of the number of certifications the individual holds.**

Certified Personnel--Any member of the fire or rescue company who is certified at a minimum level of Fire Fighter 1 on or before July 1, 2023, by the National Professional Qualifications Board or by the International Fire Service Accreditation Congress and verified by the Pennsylvania State Fire Academy.

Chapter 78--Chapter 78 (relating to Grants to Fire Companies and Volunteer Services) of Title 35 of the Pennsylvania Consolidated Statutes, 35 Pa.C.S. §7801 et seq., as amended by Act 91 of 2020.

Commissioner--The State Fire Commissioner.

Emergency Medical Services Company/EMS--A career or volunteer medical services company.

Equipment--Any apparatus, equipment or tools ordinarily used by a fire, rescue or ambulance service in the performance of their duties.

Facility--A structure or portion thereof intended for storage or protection of firefighting apparatus, ambulances and rescue vehicles and related equipment and gear. **The term does not include meeting halls, social halls, social rooms, lounges or any other facility not directly related to firefighting or the furnishing of ambulance or rescue services.**

Final Report--The report to be filed as provided in Section 6 of these Guidelines by the Fire Company or Emergency Medical services detailing the expenditure of the funds granted. All final reports shall be submitted electronically through the grant application.

Fire Company--A volunteer fire company, a municipal fire company or a combined volunteer and municipal fire company located in this Commonwealth. The term includes an airport fire company

Invalid Coach--A vehicle which is primarily maintained, operated and intended to be used for routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit. Such vehicles shall not be considered ambulance or emergency medical service vehicles.

Merger--The following documents constitute an official merger and will be used to determine grant eligibility as a merged entity: Signed merger resolutions from each company; Incorporation paperwork from the Pennsylvania Department of State; By-Laws reflecting the merger; IRS Letter showing the new EIN # if applicable; County Orphans Court approval. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Airport Fire Company--Is associated with an airport; Has a mutual aid agreement with a neighboring municipality; Has responded to at least 15 fire or rescue emergency calls annually to neighboring fire companies as provided in documentation requested by the State Fire Commissioner. The following documents constitute a new airport fire company and will be used to determine grant eligibility: Copy of IRS letter showing the company name and EIN #; Completed W-9 form; 15 incident reports from the previous calendar year showing your response to emergency calls as part of the response to fires or vehicle accidents. A completed information sheet; A letter from the municipality secretary verifying the company has a mutual aid agreement to provide fire or rescue services; **All required paperwork must be**

received in the OSFC by August 1st to be considered for the upcoming grant cycle.

New Career EMS Company--The following documents constitute a new career\volunteer ems company and will be used to determine grant eligibility: A completed information sheet; A letter from the municipality secretary verifying the company shares the same EIN# and is recognized by the municipality as the primary new career\volunteer EMS provider. A completed W-9 form; Copy of the IRS letter showing the EIN#; 15 patient care reports showing the company responded to at least 15 calls in the previous calendar year as the primary new career\volunteer EMS provider. (personal information may be blacked out). **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Career/Combination Fire Company--The following documents constitute a new career\municipal fire company and will be used to determine grant eligibility: A completed information sheet; A letter from the municipality secretary verifying the company shares the same EIN#; A copy of the ordinance which established your organization as a municipal or combination department; 15 incident reports from the previous calendar year showing calls in response to fire protection or rescue services.(personal information can be blacked out). **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Hospital Based EMS Company--The following documents constitute a hospital based ems company and will be used to determine grant eligibility: A letter from the municipality verifying the company is on the county 911 center call box as the primary EMS provider; A letter from the hospital verifying the EMS company shares the same EIN# with the hospital, is licensed to run EMS calls; Copy of the IRS letter showing the EIN#; Completed W-9 form; 15 patient care reports showing the company responded to at least 15 calls in the previous calendar year as the primary EMS provider. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer EMS Company--The following documents constitute a new volunteer EMS company and will be used to determine grant eligibility: Copy of articles of incorporation; Copy of your Bylaws; Copy of your IRS letter showing your company name and EIN #; A completed W-9 form; 15 patient care reports verifying the company responded to at least 15 emergency medical service calls in the previous calendar year as the primary EMS provider (personal information may be blacked out). A letter from the municipality verifying the company is on the county 911 center call box as the primary EMS provider; **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer Fire Company--The following documents constitute a new volunteer fire company and will be used to determine grant eligibility: Copy of the articles of incorporation; Copy of the bylaws; Copy of the IRS letter showing the EIN #; Completed W-9 form; 15 incident reports from the previous calendar year showing calls in response to fire protection or rescue services; A letter from the township/borough/municipality Secretary verifying your company is the designated fire or rescue services provider. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

New Volunteer Rescue Company--The following documents constitute a new volunteer rescue company and will be used to determine grant eligibility: Copy of the articles of incorporation; Copy of the bylaws; Copy of the IRS letter showing the EIN #; Completed W-9 form; A letter from the township/borough/municipality Secretary verifying your company is the designated fire or rescue services provider; 15 incident reports from the previous calendar year showing your response to rescue calls as part of the response to fires or vehicle accidents. **All required paperwork must be received in the OSFC by August 1st to be considered for the upcoming grant cycle.**

OSFC--Office of the State Fire Commissioner.

Quick Response Service (QRS)--These companies are not eligible for the OSFC grant program based on the services provided.

Program--The Fire Company and Emergency Medical Service Grant Program.

Regional or Joint Project--A cooperative agreement wherein any combination of three (3) or more separately chartered fire or rescue companies agree to use all or any portion of their respective grant request to jointly complete any project that qualifies under the Act. To be eligible for a joint project, each company's share shall not be less than \$5,000 per organization. **Joint projects cannot be submitted by organizations who share the same physical space. Joint projects CANNOT BE AMENDED.**

Volunteer EMS Company--Any nonprofit chartered corporation, association or organization located in the Commonwealth, which is licensed by the Pennsylvania Department of Health and is not associated or affiliated with any hospital unless recognized in accordance with section 7823 (b.1) (relating to award of grants) and which is regularly engaged in the provision of emergency medical services, including basic life support or advanced life support services and advanced life support squads as defined in 28 Pa. Code § 1027.1 (relating to general provisions). The term shall not include any corporation, association or organization that is primarily engaged in the operation of invalid coaches which are intended for the routine transport of persons who are convalescent or otherwise non-ambulatory and do not ordinarily require emergency medical treatment while in transit.

Volunteer Fire Company--A nonprofit chartered corporation, association or organization located in this Commonwealth which provides fire protection or rescue services and which may offer other voluntary emergency services within this Commonwealth. Volunteer emergency services provided by a volunteer fire company may include volunteer ambulance and volunteer rescue services.

Volunteer Rescue Company--A nonprofit chartered corporation, association or organization located in this Commonwealth that provides rescue services as part of the response to fires or vehicle accidents within this Commonwealth.

Section 3. Eligibility.

(a) Fire Company Grant

(1) Eligible applicants. A fire company as defined in Section 2. To receive grant funds a fire company shall have actively responded to 15 or more fire or rescue emergencies during the previous calendar year and is officially recognized by the appropriate municipality. The fire company shall also agree to participate in the reporting of information (incidents) using the Pennsylvania Fire Information Reporting System (PennFIRS). **To be eligible to apply for the 2023-24 grant, companies must be current with reporting their incidents through July 31, 2023. To be awarded a grant, a company must continue to actively report your incidents monthly throughout the grant year.**

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78 and the Program. Eligible projects must improve and enhance the capabilities of the fire company to provide firefighting, ambulance or rescue services. Eligible projects are:

(i) Construction and/or renovation of the fire company's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide fire, ambulance and rescue services. This includes repair, renovation or construction of sleeping quarters (bunk rooms) and training rooms. **Any work done must be performed by a licensed contractor registered with the Pennsylvania Attorney General's Office. Members of fire/ems companies cannot be paid for labor, they can only purchase materials.**

(ii) Purchase of firefighting, ambulance or rescue equipment or repair thereof;

(a) Includes the purchase of fuel for company vehicles

(iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii)

(iv) Training and certification of members;

(v) Training and education materials regarding fire prevention for the general public

(vi) **Career Fire Departments Only** - overtime costs associated with backfilling positions while firefighters are attending training;

(vii) Recruitment and retention, including but not limited to, volunteer firefighter length of service award programs and programs for minors;

(viii) **Construction Savings Account** – A fire company may apply for a grant under subsection (a) for the purpose of constructing a new facility beginning with the grant period commencing for the 2023-2024 fiscal year. **This project CANNOT BE AMENDED.** The grant shall be deposited into the Construction Savings Account, which is established within the State Treasury. Money in the Construction Savings Account may be withdrawn by application of the fire company. The Construction Savings Account shall be administered by the Commissioner. The following shall apply:

(1) A fire company may only access money in the Construction Savings Account for emergency purposes and at the discretion of the Commissioner.

(2) For a fire company to withdraw money from the Construction Savings Account:

(i) The application shall contain the signatures of two duly elected officers of the fire company.

(ii) The fire company shall indicate on the application how the money is going to be used under subsection a).

(3) Any interest accrued on the Construction Savings Account may be used by the Commissioner for administrative purposes.

Eligible projects initiated on or after July 1, 2023 and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more fire companies have merged, their use of equipment, firefighters and services within twenty years preceding the date of the current year application submission deadline, the consolidated entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not consolidated. **Proof of merger must be provided to the OSFC by August 1 of the grant year to allow for review of materials prior to the application closure.**

(4) To be eligible, a project cost must be no less than \$2,500.

Fire companies shall submit a completed application and shall submit a copy of their application to the municipality where the fire company is located.

(b) Emergency Medical Service Grant

(1) Eligible applicants. An Emergency Medical Service as defined in Section 2 and must be designated by the municipality as the municipality's primary EMS provider. EMS companies are not required to report through PennFIRS.

(2) Eligible projects. Program funds may be used for projects that are consistent with Chapter 78. Eligible projects must improve and enhance the capability of the ambulance service to provide ambulance, emergency medical, basic life support or advanced life support services. Eligible projects are:

(i) Construction and/or renovation of the volunteer ambulance service's facility and purchase or repair of fixtures and furnishings necessary to maintain or improve the capability of the company to provide ambulance, emergency medical, basic life support and advanced life support services. This includes repair, renovation or construction of sleeping quarters (bunk room). **Any work done must be performed by a licensed contractor registered with the Pennsylvania Attorney General's Office. Members of fire/ems companies cannot be paid for labor, they can only purchase materials**

(ii) Purchase of ambulance or rescue equipment or repair thereof;

b. Includes the purchase of fuel for company vehicles.

(iii) Debt reduction associated with already completed projects eligible under subsection (i) and (ii); or

(iv) Training and certification of members.

(v) Education of the general public regarding community risk reduction.

(vi) Recruitment and retention programs, including, but not limited to, programs for minors.

Eligible projects initiated after July 1, 2023, and completed prior to disbursement of grant program funds may be considered as eligible projects for the current grant year.

(3) When two or more ambulance companies have merged, their use of equipment, emergency medical technicians, paramedics and services within ten years preceding the date of the current year application submission deadline, the merged entity may be deemed eligible to receive a grant not to exceed the amount of the combined total for which the individual companies would have been eligible had they not merged. **Proof of merger must be provided to the OSFC by August 1 of the grant year to allow for review of materials prior to the application closure. Mergers with defunct companies are not acceptable under the Program.**

Section 4. Program Requirements and Instructions.

The following requirements apply to the program:

(1) Project applications for the grants shall be submitted using the online web based application process .

(2) The OSFC reserves the right to:

- (i) Request additional information regarding eligibility;
- (ii) Request additional information regarding proposed use of funds;
- (iii) Require explanation or revision of the applicant's project budget; and
- (iv) Require clarification of the applicant's project narrative.

(3) Incomplete applications will be rejected. An applicant shall carefully follow the instructions for completing the online form. Specific information is required as indicated on the online application. Applications not containing required information will be considered incomplete.

(4) The Project Narrative shall provide a detailed and comprehensive description of the project and must include:

- (i) Description of the project(s);
- (ii) Benefits to be realized from the project; and
- (iii) Grant funds to be expended on the project.

Section 5. Application Submission and Approval Procedure.

(a) The OSFC will mail and post information on the OSFC's website (www.osfc.pa.gov) detailing the grant application process to fire companies and volunteer ambulance services throughout the Commonwealth. Applications shall be submitted to the Office of the State Fire Commissioner online at www.osfc.pa.gov.

(1) The OSFC will provide an online Web based process to gather the additional applicant information and verify project eligibility. The agency will provide written information to every fire company and ambulance service regarding the grant program guidelines and the availability of the online applicant information/project eligibility verification process.

(b) A fire company or an emergency medical service seeking a grant under this program shall submit a completed online grant application to the OSFC. The application period will remain open for 45 days each year.

(c) Completed applications shall be submitted to the Office of the State Fire Commissioner no later than 4:00 PM Eastern Daylight Savings Time, 45 days after the grant period opens.

(d) The agency shall act to approve or disapprove applications within 60 days of the application submission deadline each year. Applications received by the Agency, which have not been approved or disapproved in the 60 day period, shall be deemed approved, subject to the provisions of Act 91 of 2020, as amended.

(e) Grant award determinations

(1) Fire Company Grants

(i) A fire company as defined in Section 2 that actively responded to fifteen or more fire or rescue emergencies during the previous calendar year; is officially recognized by the appropriate municipality;

agrees to actively participate in the Pennsylvania Fire Information Reporting System; submits a complete application, and proposes a qualifying project, will be eligible for a base award.

(ii) If the base award is only a portion of the applicant's grant request, additional grant funds will be awarded to eligible applicants by applying an award factor to that portion of the applicant's grant request which exceeds the base award. The award factor is determined by dividing the applicant's bonus points by fifteen (15), the highest possible number of points.

Award factor points:

Five (5) points will be awarded to an eligible fire or rescue service who uses the grant funding to perform a regional/joint project as found in the definitions.

One (1) point will be awarded for each member of the fire company who meets the definition of certified personnel, up to a maximum of 20 points.

(iii) If necessary, the resultant additional award will be prorated by a factor determined by dividing the total program funds remaining after the base awards have been determined by the total amount of funds requested more than the base awards so that all grant awards do not exceed the total grant funds available.

(iv) If funding is not fully distributed after this award factor calculation, the OSFC reserves the right

to adjust the award factor formula so that all grant funds available are distributed, subject to the provisions of Act 78.

(v) Fire/Rescue company grants to individual fire/rescue companies shall not exceed \$20,000 and shall be no less than \$2,500.

(2) Emergency Medical Service Grant

An emergency medical service as defined in Section 2 that actively responded to fifteen or medical service emergencies during the previous calendar year; is designated by the municipality as the municipality's primary EMS provider; submits a complete application, and proposes a qualifying project, will be eligible for a grant.

An eligible emergency medical service will be eligible for a grant ranging in amount from \$2,500 to \$15,000. Awards shall be prorated by a factor determined by dividing the total funds available by the total amount of funds requested so that all grant awards do not exceed the total grant funds available.

Section 6. Grant Award and Reporting Procedures.

(a) Grant award notifications will be made as follows:

(1) Applicants will be notified by e-mail

(b) At the time grant recipients are notified of their award, and in the same manner, they will be notified their grant agreement is accessible via their grant application. This grant agreement will contain the details of the grant, including name of recipient, amount of award, project description and terms of the agreement. In the case of fire company grant recipients, they must agree to participate in PennFIRS as stipulated in Section 3. The grant agreement must be signed by appropriate representatives of the organization or municipality authorized to bind the recipient organization to the terms of the agreement and returned to the OSFC for execution by the Commonwealth before grant funds can be released. **Grant Agreements will be due in the OSFC by July 1, 2024**, or the organization may not be awarded the grant funds. This will allow agreements to be processed and funds distributed in a timely fashion so funds can be spent and all reporting deadlines can be adhered to. **The last day grant agreements will be transmitted is July 31, 2024.**

(c) The applicant will maintain complete and accurate records with respect to the project. The OSFC will have free access to these records, including invoices of material and services, and other relative data and records, as well as the right to inspect all project work. The applicant shall furnish upon request of OSFC all data, reports, contracts, documents and other information relevant to the project.

(d) The applicant shall, upon completion of the project, but no later than **September 1, 2024**, file a Final Report with the OSFC in a manner and form prescribed by the OSFC. **The final report form must be submitted electronically through the grant application. Supporting documentation CANNOT be uploaded with the electronic final report.** All supporting documentation should be kept at the facility for a minimum 5-year period for audit purposes. **Supporting documentation will include either paid invoices from a vendor with a zero balance or an invoice and cancelled checks for the fundable projects completed and paid for during the grant cycle (July 1, 2023 - September 1, 2024).** Expenditures for debt reduction must include evidence from the lender such as a copy of the cancelled checks or letter from the lender showing that the funds were applied to such debt reduction consistent with the terms of the grant agreement. If the invoices or purchases are not identified in your grant application, an amendment to the grant application will be required. **Any grant funds not expended by the applicant for the project shall be returned to the OSFC prior to or with the filing of the Final Report.** Payment shall be in the form of a check made payable to the Commonwealth of Pennsylvania. Failure to file a Final Report will be grounds for the OSFC to seek the return of all grant funds awarded.

(e) The OSFC will audit 400-600 grant recipients per year. These audits will be completed either on-site or by submitting hard copy documentation to the OSFC. Organizations will be given notice of audits to be conducted on-site to allow personnel to be available with appropriate documents. Companies being audited via hard copy documentation will be provided details by e-mail, which will include the deadline for hard copy documentation submission and the required documents to be submitted to the OSFC. All documentation must be received in the OSFC via fax, US mail or email.

Section 7. Program Limitations.

(a) This section identifies program limitations that may result from the misuse of the grant funds.

(b) An applicant may not make or authorize changes to an approved project without first obtaining consent of the OSFC by submitting an on-line written project amendment. **All project changes must be submitted to the OSFC by August 11, 2024.**

(c) The applicant agrees that noncompliance with the conditions of this grant shall be grounds for the recapture of funds provided to the applicant. If the applicant fails to refund the monies, the Commonwealth, in addition to any rights or remedies it may have at law or in equity, reserves the right to offset the amount due against any existing or future sums of money owed the applicant by any Commonwealth agency or department, including OSFC.

(d) OSFC, or its duly authorized representative, shall have access to the records of the applicant for auditing financial transactions, determination of compliance with grant terms, and an evaluation of project performance.

(e) The applicant agrees to retain all cost supporting records and documentation for a period of five years from the date that it receives its final grant payment from the OSFC.

Section 8. Special Provisions

(a) An applicant for a grant under this act who is delinquent in loan payments to the Fire and Emergency Medical Services Loan Program: established under the act of July 15, 1976 (P.L. 1036. No. 208), known as the Volunteer Fire Volunteer Ambulance Service and Rescue Squad Assistance Act, loan must use its grant funds to pay any arrears to the Commonwealth or it will not be qualified to receive a grant. Any organization that fails to comply with this sub section shall be disqualified from applying to the grant program for a period of five years.

(b) An applicant for a grant under this act must demonstrate that it complied with all terms of its grant agreement in the previous year regarding the use of the grant money it received in previous years or it shall not be eligible to receive a grant in the current year.

(c) An applicant for a grant under this act who fails to return a signed grant agreement for any previous grant year will not be permitted to apply for a grant in the current grant year, unless the applicant provides the OSFC with a reasonable written explanation as to why it did not claim its grant.

(d) Any equipment purchased through grant monies that has a service life can be transferred, but not sold to another fire company, rescue company or emergency medical service organization via an appropriate agreement which states that the equipment is transferred from one organization to another and identifies the equipment being transferred. Copies of the agreement should be retained for audit purposes. Such transfer meets the intent of the Program by allowing approved equipment to be used to improve and enhance the capabilities of other fire, rescue or emergency medical services throughout the Commonwealth.

(e) Should a Fire Company, Rescue Company or Emergency Medical Service Company no longer be

officially recognized by the local government, they shall be ineligible to receive a grant under the Program.

(f) Any organization who knowingly submits fraudulent information will be locked out of the grant process for 2 years.

Section 9. Contact Information.

All applicant inquiries should be directed to: E-mail - ra-vfcvasgp@pa.gov .

All **checks for unexpended grant funds** should be made payable to the Commonwealth of PA and mailed to:

Office of the State Fire Commissioner
FCEMS Grant Program
1310 Elmerton Avenue
Harrisburg, PA 17110-9364
Toll free 1- 800-670-3473

Attachment C

Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023)

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.
- ii. 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.
- iii. 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 this agreement or any subgrant agreement, contract, or subcontract.
- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is

qualified to perform the work to which this agreement relates.

- v. 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 the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

- a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
 - iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's

executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "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](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. Representations and Warranties.

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. 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
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

c. **Contractor Responsibilities.** During the term of this agreement, the Grantee shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, 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, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee 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 the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. 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 Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, 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 Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provision

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall 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 agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are 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.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the contractor's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

- i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** The Grantee 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, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives 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.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must

submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #08

SUBJECT:	Fire Department of Montgomery Township 2024 Fundraising Efforts
MEETING DATE:	February 12, 2024
BOARD LIAISON:	Annette M. Long
INITIATED BY:	William Wiegman, Fire Chief

BACKGROUND:

The Fire Department of Montgomery Township must advise the Board of Supervisors annually in advance of planned fund-raising activities in accordance with the Fire Services Agreement dated February 14, 2022. Expenditures of monies obtained through fund-raising or from non-township tax revenues shall be in accordance with the approved budget or any budgetary amendments made by the FDMT or represent a reasonable expenditure necessary to conduct or provide fire protection services. The FDMT is seeking the Boards approval of its planned fund-raising activities for 2024. The following FDMT fund-raising activities are proposed for 2024.

- Residential fund-raising mailer in Winter 2024
- Business fund-raising mailer in Summer 2024
- Car washes in Fall 2024
- Dine and Donate events throughout 2024.

BUDGET IMPACT:

The township has budgeted \$10,000.00 for the FDMT fundraising activities for 2024. There would be no additional impact on the township's budget. There would be a positive impact on the FDMT budget for the money collected through the FDMT's fundraising activities.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the 2024 planned fundraising activities for the FDMT.

MOTION/RESOLUTION:

- 1) **Motion** to approve the 2024 planned fund-raising activities of the FDMT.
- 2) Motion by: _____ Second by: _____
- 3) Chair will call for public comment.
- 4) Chair will call for a vote.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #09

SUBJECT: Authorization to Bid Concrete Curb and Handicap Ramp Replacement for the 2024 Paving Project

MEETING DATE: February 12, 2024

BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman

INITIATED BY: Greg Reiff, Public Works Director

BACKGROUND:

Included in the 2024 Capital Investment Plan is Concrete Curb and Handicap Ramp Replacement for the 2024 Paving Project. Competitive bids will be solicited utilizing the PennBid website.

BUDGET IMPACT:

A total of \$286,560.00 has been included in the 2024 Capital Investment Plan for the replacement of Concrete Curbing and Handicap Ramps for the 2024 Paving Project.

RECOMMENDATION:

It is recommended the Board of Supervisors approve the authorization for the advertisement of the bid.

MOTION/RESOLUTION:

Motion to authorize the advertisement of the Concrete Curb and Handicap Ramp Replacement for the 2024 Paving Project utilizing PennBid.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #10

SUBJECT:	Authorization to Bid In-Place Paving for 2024
MEETING DATE:	February 12, 2024
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Greg Reiff, Public Works Director

BACKGROUND:

Included in the Capital Investment Plan are roads which are scheduled to be milled and paved as part of the Township's Road Improvement Plan (see attached). Competitive bids will be solicited utilizing the PennBid website.

BUDGET IMPACT:

The 2024 budget includes \$858,100.00 in the State Liquid Fuels Fund for this project.

RECOMMENDATION:

It is recommended that the Board of Supervisors approves the authorization for the advertisement of the bid.

MOTION/RESOLUTION:

Motion to authorize the advertisement of the 2024 In-Place Paving Bid utilizing PennBid.

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

5 YEAR CAPITAL INVESTMENT PLAN

Road Paving Projects-2024

2024						
Development Name	Street Name	Beginning	End	Square Yds	Total	Last Paved
Wynwood Estates	White Pine Dr.	Lansdale Ave.	Sparks Circle	1,739	\$ 25,683	2003
Penn Forest	White Pines Drive	Sparks Circle	Addison Lane	2,230	32,935	2008
Holly Manor	Addison Lane	Wentworth Dr.	Magdalena Lane	982	14,503	2008
Penn Forest	Addison Lane	Aileen Dr.	Magdalena Lane	2,838	41,915	2008
Wynwood Estates	Sparks Circle	White Pine Dr.	Cul-de-sac	1,921	28,371	2003
Country Lane Estates	Country Lane	Line Street	Cul-de-sac	2,905	42,904	N/A
Penn Forest	Magdalena Lane	Addison Lane	Line Street	4,119	60,834	2008
Holly Manor	Manor Drive	Lansdale Ave.	Wentworth Dr.	5,365	79,236	2008
Holly Manor	Terwood Lane	Wentworth Dr.	Cul-de-sac	1,292	19,082	2008
Holly Manor	Wentworth Drive	Line Street	Manor Dr.	5,971	88,186	2008
Fox Creek	Broad Acres Road	Richardson Rd.	Richardson Rd.	6,518	96,265	2005
Winter Creek	Broad Acres Road	Richardson Rd.	Cul-de-sac	2,180	32,197	N/A
Heather Ridge	Blue Jay Way	Schriener Dr.	Cul-de-sac	3,235	47,778	2007
Heather Ridge	Gordon Lane	Schriener Dr.	Blue Jay Way	3,420	50,510	2007
Heather Ridge	Schriener Drive	Gordon Lane	Stump Rd.	2,994	44,219	2007
Victoria Court	McLaughlin Road	Route 309	Country Club Dr.	2,844	42,003	2008
Winner's Circle	Claremont Drive	Upper State Rd.	County Line Rd.	7,548	111,477	2008
Curb and Curb Ramps					286,560	
Total Road Paving:					\$ 1,144,660	
Engineering					\$ 114,466	
Total Road Paving Costs:					\$ 1,259,126	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #11

SUBJECT: Authorization to Bid the Mill & Overlay of the FDMT Battalion 1
Parking Lot
MEETING DATE: February 12, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Greg Reiff, Public Works Director

BACKGROUND:

Included in the Capital Investment Plan is the Mill & Overlay of the FDMT Battalion 1 Parking Lot. Competitive bids will be solicited utilizing the PennBid website.

BUDGET IMPACT:

A total of \$125,000.00 has been included in the 2024 Capital Investment Plan for the Mill & Overlay of the FDMT Battalion 1 Parking Lot.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the authorization for the advertisement of the bid.

MOTION/RESOLUTION:

Motion to authorize the bid advertisement for the Mill & Overlay of the FDMT Battalion 1 Parking Lot utilizing PennBid.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #12

SUBJECT:	Authorization to Bid Storm Sewer Infrastructure Improvements on Bedford Lane
MEETING DATE:	February 12, 2024
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Greg Reiff, Public Works Director

BACKGROUND:

Included in the 2024 Capital Investment Plan are improvements to various storm sewer infrastructures throughout the Township. After various site visits, it is the recommendation of Gilmore & Associates, the Township Engineer, that work be completed at the Township-owned basin on Bedford Lane in compliance with MS4 Storm Water Compliance. Competitive bids will be solicited utilizing the PennBid website.

BUDGET IMPACT:

A total of \$60,000.00 has been included in the 2024 Capital Investment Plan for stormwater improvements at the basin on Bedford Lane.

RECOMMENDATION:

It is recommended the Board of Supervisors approve the authorization for the advertisement of the bid.

MOTION/RESOLUTION:

Motion to authorize the advertisement of the bid for storm sewer infrastructure improvements at the basin on Bedford Lane utilizing PennBid.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #13

SUBJECT:	Authorization to Bid Lawn & Field Care Treatment
MEETING DATE:	February 12, 2024
BOARD LIAISON:	Candyce Fluehr Chimera, Chairwoman
INITIATED BY:	Greg Reiff, Public Works Director

BACKGROUND:

Included in the 2024 Budget is Lawn & Field Care Treatment, which would include pre and post-emergent broad leaf weed control and liquid fertilizer to be applied to all fields in Township-owned parks and the Administration and CRC buildings. Competitive bids will be solicited utilizing the PennBid website.

BUDGET IMPACT:

This project was included in the 2024 Budget for Lawn & Field Care Treatment.

RECOMMENDATION:

It is recommended the Board of Supervisors approve the authorization for the advertisement of the bid.

MOTION/RESOLUTION:

Motion to authorize the advertisement of the bid for 2024 Lawn & Field Care Treatment utilizing PennBid.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #14

SUBJECT: Request Authorization to Purchase Replacement Elgin Whirlwind Street Sweeper
MEETING DATE: February 12, 2024
BOARD LIAISON: Candyce Fluehr Chimera, Chairwoman
INITIATED BY: Greg Reiff, Public Works Director

BACKGROUND:

In 2024, the Public Works Department is scheduled to replace a 2012 Elgin Whirlwind Street Sweeper. The Public Works Department is proposing to purchase one Elgin Whirlwind-MV Street Sweeper from GranTurk Equipment Co., Inc. as approved in the 2024 Capital Investment Plan.

Attached is a quote dated January 22, 2024, from GranTurk Equipment Co., Inc., an authorized vendor under the Co-Stars Cooperative Purchase Program (Contract # 025-E22-471), to provide the requested Elgin Whirlwind-MV Street Sweeper at a total cost of \$405,934.75.

BUDGET IMPACT:

A total of \$400,000.00 was included in the 2024 Capital Investment Plan for the purchase of the Elgin Whirlwind-MV Street Sweeper.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the awarding of the contract for the referenced purchase per the 2024 Capital Investment Plan.

MOTION/RESOLUTION:

Motion to award the contract for the purchase of one Elgin Whirlwind-MV Street Sweeper from GranTurk Equipment Co., Inc., an authorized vendor under the Co-Stars Cooperative Purchase Program, at a total cost of \$405,934.75 per their quote dated January 22, 2024.

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

GranTurk equipment co., inc.

home office:
one schuylkill parkway
building b
bridgeport, pa 19405-1069
phone (610) 239-9800
fax (610) 239-9806

branch office:
1415 bush street
baltimore, md 21230
phone (410) 837-5570
fax (410) 837-1024

QUOTATION

Revised January 22, 2024

Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936-9605
Attn: Mr. Scott Stutzman, Public Works Director

As per the request of your sales representative Alan Ritchie, we are pleased to offer the following for your consideration.
In accordance with the **COSTARS 025-E22-471 Municipal Work Vehicle Contract**, we are pleased to offer the following for your consideration.

One (1) Elgin Whirlwind-MV, Mounted on 2025 Freightliner M2 Chassis

LED Stop/Tail/Turn Lights
Spare Chassis & Auxiliary Keys
In-Cab Air Filter Restriction Indicator
12" Convex Mirrors
Battery Disconnect
Sweeper Auto Lube System
Hydrant Wrench
Slow Moving Vehicle Sign
Hopper Deluge
Nozzle 3rd Caster Wheel-Dual
S.S. Hopper Screen
6" Hopper Drain
(4) Alternating Rear LED Flashing Lights
Lifeline Hopper System
Left-Hand Side Camera
Triangle Reflective Flares
Elgin Whirlwind Service Manual
Freightliner M2 Service Manual
Freightliner M2 Parts Manual

Left-Hand Side broom Tilt w/Display
Right-Hand Side broom Tilt w/Display
2.5 Lb. Fire Extinguisher
Auto Shutter Left-Hand
Auxiliary Hydraulic Pump w/o In-Cab Dump
LED Beacon Cab & Rear
Air Purge Water System
Variable Speed Side Brooms-Dual
2 Rear LED Bumper Strobes
Hydraulic Wandering Hose-Dual
High Pressure Washdown
Hopper Chute Protection
S.S. Inspection Door w/Step
(2) Aluminum 4' Extensions
High Pressure Washdown Reel
Sweeper & Chassis Painted White to Match
Red Elgin Logo
One Year Parts and Labor Warranty

Total Elgin Whirlwind MV Sweeper.....	\$302,605.00
Less PA-Co-Star 5% Disconnect.....	\$ -15,130.25
PA Co-Star Price for Elgin Whirlwind MV Sweeper.....	\$287,474.75
Freight.....	\$ 4,140.00
Outsource 2025 Freightliner M2 Chassis.....	\$132,820.00
Prep, Delivery & Training.....	\$ 3,500.00
Less GranTurk Equipment Co. Discount.....	\$ -12,000.00
Less Federal Signal Factory Discount.....	\$ -10,000.00
Total Elgin Whirlwind MV w/2025 Freightliner M2 Chassis.....	\$405,934.75

PRICE FIRM TILL MARCH 4, 2024

We have been informed by Our Chassis Manufacture that the Price for 2024-25 is unpredictable due to the scarcity of parts needed for chassis. Please be aware that should there be an increase in cost from our factory or an open order, it would be necessary to pass that factory cost to the order. We will do our utmost to avoid these increases as much as possible.

DATE OF ACCEPTANCE _____

By _____

GranTurk equipment co., inc.


ANNE C. RITCHIE - PRESIDENT

Quotation Valid Only if Approved By An Officer of GranTurk equipment co., inc.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #15

SUBJECT: Approval of Wissahickon Stormwater Consortium
MEETING DATE: February 12, 2024
BOARD LIAISON:
INITIATED BY: Carolyn McCreary, Township Manager

BACKGROUND:

The Wissahickon Clean Water Partnership is a coalition of 13 municipalities and four wastewater treatment plants (WWTPs) collaborating to improve the health of the Wissahickon Creek. The Wissahickon Creek is an impaired waterway, where the health of the stream does not meet the needed conditions to support aquatic life, and as such the Wissahickon is protected under the Clean Water Act. The Wissahickon Clean Water Partnership is working with the Pennsylvania Department of Environmental Protection (PA DEP) and the U.S. Environmental Protection Agency (EPA) to address the impaired health of aquatic life. The Partnership's overarching goal is to synthesize a holistic watershed plan that protects and improves the Wissahickon Creek for all to enjoy. The proposed plan focuses on 4 key strategies for improving the health of the Wissahickon and its tributaries: reducing the volume and rate of stormwater entering the creek (stormwater management), in-stream and stream bank and restoration, riparian buffer improvements and protections, and continued WWTP monitoring and facility optimization. Implementation of these strategies will involve watershed-wide project identification, prioritization, and implementation, coordinated policy improvement across the municipalities of the watershed (ordinance review and updates), and public education and engagement programs. By working together on a coordinated solution, the coalition aims to emphasize local interests, to ensure that no municipality is alone in combating pollution, and to help municipalities, sewer authorities, and taxpayers keep costs down in the long run. (source: Gail Farmer, Executive Director - Wissahickon Trails)

RECOMMENDATION:

Staff recommends the Board of Supervisors adopt the resolution.

MOTION/RESOLUTION:

Motion to adopt Resolution No. 2024-04 to form a municipal consortium to further carry out the projects identified in the Wissahickon Clean Water Partnership Plan.

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

RESOLUTION NO. 2024-04
Montgomery Township
Montgomery County, PA

WHEREAS, the municipalities and wastewater treatment plants in the Wissahickon Creek watershed have worked cooperatively since 2016 on the preparation of a Water Quality Improvement Plan (WQIP) for the Wissahickon Creek as an alternative to the May 2015 Draft Total Phosphorous TMDL for the Wissahickon Creek (Draft TMDL) published by the United States Environmental Protection Agency, and

WHEREAS, a Management Committee comprised of a representative and alternate from each municipality and wastewater treatment plant was formed to oversee the development and implementation of the WQIP, and

WHEREAS, at the September 14, 2023, Management Committee meeting the Management Committee voted to recommend to their respective municipalities to form a Municipal Consortium to implement the WQIP.

NOW THEREFORE BE IT RESOLVED that Montgomery Township endorses the recommendation of the Management Committee to form a Municipal Consortium and resolves to support the consortium when it is formed by appointing a representative and alternate to participate in its functioning.

RESOLVED, at the duly convened meeting of the Board of Supervisors of Montgomery Township conducted on this 12th day of February 2024.

Candyce Fluehr Chimera, Chairwoman

Audrey R. Ware, Vice-Chairwoman

Tanya C. Bamford, Member

Beth A. Staab, Member

Annette M. Long, Member

Attest: Carolyn McCreary, Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #16

SUBJECT: Recognition of Government Communicators Day – February 24, 2024
MEETING DATE: February 12, 2024
BOARD LIAISON: Candyce Fleuhr Chimera, Chair
INITIATED BY: Derek Muller, Public Information Coordinator

BACKGROUND:

(see attached proclamation for details)

BUDGET IMPACT:

None

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize Government Communicators Day on February 24, 2024.

MOTION/RESOLUTION:

Motion to recognize Government Communicators Day on February 24, 2024.

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

**PROCLAMATION
GOVERNMENT COMMUNICATORS DAY
FEBRUARY 24, 2024**

WHEREAS, the role of government communications professions is to inform, educate and engage their communities; and

WHEREAS, robust communication in government creates trust and inspires residents to take action and be involved; and

WHEREAS, government communications create relationships and calls to action, build awareness and understanding through storytelling, engage and foster engagement on civic issues and use all channels to include people in critical decisions; and

WHEREAS, it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voices heard; and

WHEREAS, Montgomery Township is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm and sacrifice;

NOW, THEREFORE, the Board of Supervisors of Montgomery Township hereby proclaims February 24, 2024 as

GOVERNMENT COMMUNICATORS DAY

in Montgomery Township, PA and recognize the efforts of the Public Information Office and its supporting staff in all departments who have dedicated their careers to ensure Montgomery Township has effective, impactful and successful communication strategies that resonate and are relevant.

Dated this 12 day of February 2024.

Attest: _____
Carolyn McCreary, Township Manager

Candyce Fleuhr Chimera, Chairwoman

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #17

SUBJECT: Grant Application to the Montco 2040 Program for Stump Road Pedestrian Improvements
MEETING DATE: February 12, 2024
BOARD LIAISON: Annette M. Long, Public Safety Committee Liaison
INITIATED BY: Carolyn McCreary, Township Manager

BACKGROUND:

The new round for applications to the Montgomery County Montco 2040 Program is open with applications due by March 1, 2024.

As part of the Township's continuing efforts to promote walkability, the staff previously identified a gap along Stump Road and is seeking the Board's consensus to submit the grant application for this project, which was included in our Capital Investment Plan in 2023.

The project would involve installing a sidewalk on Stump Road beginning across from the Village Shopping Center to ultimately connect to the Community and Recreation Center. We are also proposing to install a rectangular rapid flashing beacon (RRFB). Chief Bendig and Damon Drummond, the Township's traffic engineer evaluated the site to ensure the installation of the RRFB would meet PennDOT standards.

BUDGET IMPACT:

The estimated cost of the project is \$313,128 with our proposed match of \$100,000 coming from the Township's capital reserves.

MOTION/RESOLUTION:

Motion to adopt Resolution No. 2024-05 supporting the grant application to the Montgomery County Montco 2024 Program for the installation of sidewalk and Rectangular Rapid Flashing Beacons and pedestrian improvements along Stump Road.

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTGOMERY TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA TO AUTHORIZE THE SUBMISSION OF A
GRANT APPLICATION FOR THE 2024 ROUND OF THE MONTGOMERY COUNTY
MONTCO 2040 PROGRAM**

RESOLUTION 2024-05

WHEREAS, Montgomery County has established the Montco 2040 Implementation Grant Program as a competitive funding program to assist municipalities in implementing the goals of the county comprehensive plan, Montco 2040: A Shared Vision; and

WHEREAS, the County is accepting grant applications for projects that advance specific goals under wither of the county comprehensive plan's three themes: Connecting Communities, Sustainable Places, and a Vibrant Economy; and

WHEREAS, applications and projects must meet all stated requirements within the Montco 2040 Implementation Grant Program Guidebook; and

WHEREAS, Montgomery Township wishes to obtain \$223,775 from the Montco 2040 Implementation Grant Program to provide funding for the Stump Road Rectangular Rapid Flashing Beacon (RRFB) and sidewalk installation; and

WHEREAS, Montgomery Township commits to providing \$100,000 in matching funds from the Township's general funds.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery Township Board of Supervisors does hereby support this project in order to provide safe and equitable access for pedestrians utilizing the Township's amenities.

RESOLVED at the duly convened meeting of the Board of Supervisors of Montgomery Township conducted on this 12th day of February 2024.

Candyce Fluehr Chimera, Chairwoman

Audrey R. Ware, Vice-Chairwoman

Tanya C. Bamford, Member

Beth A. Staab, Member

Annette M. Long, Member

Attest: Carolyn McCreary, Secretary