AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
JULY 13, 2026
7:00 P.M.

www.montgomerytwp.org

Tanya C. Bamford
Candyce Fluehr Chimera
Eric S. Pelletier
Beth A. Staab
Audrey R. Ware-Jones

Carolyn McCreary
Township Manager

1. Call Meeting to Order
2. Pledge of Allegiance
3. Announcements
4. Public Comment
5. Consent Agenda:
    - Minutes of June 22, 2026 Meeting
    - Payment of the July 13, 2026 Bills

Planning and Zoning:

6. Review of Zoning Hearing Board Applications

Public Works:

7. Approval of Montgomery County Consortium Fuel Bid
8. Authorize Advertisement for Leaf and Yard Waste Bid
9. Approval of Storage Shed Purchase
10. LED Light Conversion (William F. Maule and Park & Ride)

Administration and Finance:

11. Ratification of Real Estate Tax Appeal Settlement – 739 Bethlehem Pike
12. Update on Year-to-Date Financial Activity

Old Business:

New Business:

13. Review and Authorization to Advertise Responsible Contractors Ordinance
14. Discussion of Proposed State Legislation – Local Services Tax
15. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #03

SUBJECT:	Announcements
MEETING DATE:	July 13, 2026
BOARD LIAISON:	
INITIATED BY:	Tanya C. Bamford, Chairwoman

- **Build-A-Bag Backpack and School Supply Drive:** We are accepting donations of newly purchased school supplies at the Montgomery Township Building, now through August 10th. Please ensure that all items are gender-neutral, free of characters or cartoon designs, and not promotional or branded giveaway items. Flyers showing the most needed items can be found on the donation box and on our social media channels. Every donation helps ensure local students have the tools they need for a successful school year. Thank you for supporting our community.

- **Summer Concert Series:** Our summer concert series continues with returning favorites and new bands. Held every Wednesday evening through August 5th, starting at 7:00 p.m. Each concert features a food truck. For the full schedule, please visit the Township or Recreation Center websites.

- **Welcome New Businesses:** We would like to welcome the following businesses that joined the Township in the month of June:

    - **Slime Arts** – *804 Bethlehem Pike- Retail Sales*
    - **DLR Research** – *595 Bethlehem Pike – Office Space*
    - **Floor Coverings International** – *1370 Welsh Road - Showroom & Warehouse*

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #04

SUBJECT: Public Comment
MEETING DATE: July 13, 2026
BOARD LIAISON:
INITIATED BY: Tanya C. Bamford, Chairwoman

BACKGROUND:

Persons wishing to offer public comment on matters not listed on this evening's agenda may do so at this time. Please come forward to the microphone, state your name, and indicate whether you are a Montgomery Township resident or business owner.

Public comment provides an opportunity for residents and business owners to share their thoughts with the Board. To ensure everyone has an equal opportunity to speak, this portion of the meeting is not conducted as a question-and-answer session. Board members and Township staff generally will not engage in discussion or respond to comments at this time. If additional follow-up is deemed necessary, the Board may direct Township staff to respond after the meeting.

Members of the public do not need to attend a Board meeting to share a question, concern, or comment with the Township. You may contact the Township office directly in person, via phone at 215-393-6900, by email generalinfo@montgomerytwp.org, or visit MontgomeryTwp.org to access additional options for reporting an issue or contacting Township staff.

To help us conduct the meeting in a timely and orderly manner, please limit your comments to three minutes. Thank you.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #05

SUBJECT: Consent Agenda
MEETING DATE: July 13, 2026
BOARD LIAISON:
INITIATED BY:

BACKGROUND:

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

- Minutes of the June 22, 2026 Board of Supervisors meeting
- Payment of Bills for July 13, 2026

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

DRAFT

MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
JUNE 22, 2026

1. Call to Order: The June 22, 2026 action meeting of the Montgomery Township Board of Supervisors was held at the Montgomery Township Municipal Building, 1001 Stump Road, Montgomeryville, PA. Chairwoman Tanya C. Bamford called the meeting to order at 7:00 p.m.

IN ATTENDANCE:
Chairwoman Tanya C. Bamford
Vice-Chair Beth A. Staab
Supervisor Candyce Chimera
Supervisor Eric S. Pelletier
Supervisor Audrey R. Ware-Jones
Township Solicitor Sean Kilkenny, Esq.
Township Manager Carolyn McCreary

ALSO IN ATTENDANCE:
Police Chief William Peoples
Director of Finance Blaine Bergey
Director of Public Works Greg Reiff
Director of Information Tech Richard Grier
Director of Rec. & Comm Ctr. Floyd Shaffer
Director of Planning & Zoning Jesse Hill
Recording Secretary Deborah A. Rivas

2.& 3. Pledge of Allegiance and Announcements: Following the Pledge of Allegiance, Chairwoman Bamford announced that Montgomery Township recognizes the Juneteenth holiday, observed annually on June 19, which commemorates the emancipation of enslaved African Americans in the United States. Ms. Bamford also announced that Montgomery Township is proud to recognize Pride Month. Observed each June to recognize the history, contributions, and enduring impact of lesbian, gay, bisexual, transgender, and queer individuals and communities. Ms. Bamford also announced that the Board of Supervisors will meet only once each month in July and August, July 13th and August 10th. Announcements were also made for upcoming Township events, such as Summer Concerts and National Night Out.

4. Public Comment: There was no public comment from the audience.

5. Consent Agenda:

> **MOTION: Upon a motion by Ms. Bamford, seconded by Mr. Pelletier, and unanimously carried (5-0), the minutes of the June 8, 2026 meeting and the payment of bills for June 22, 2026 in the amount of $707,977.18 were approved as submitted.**

Recognition:

6. Swearing in New Police Officer Christian Milburn: Chief Peoples reported that a recruit hiring process was initiated on January 19, 2026 to fill a vacancy within the department's Patrol Division. Sixty-eight applicants competed for the position of Recruit Police Officer in this hiring process. The process includes an application review, a physical agility test, two police oral review boards, and a background investigation (including a polygraph examination, neighborhood interviews, physical exam, psychological exam, drug testing, and employer interviews). Christian Milburn was selected as the top candidate. Officer

Christian Milburn was born and raised in Collegeville, PA, where he graduated from Perkiomen Valley High School in 2015. Christian attended the Montgomery County Police Academy and graduated in 2026. Chairwoman Bamford administered the oath to Police Recruit Milburn.

MOTION: Upon motion by Mr. Pelletier, seconded by Ms. Ware-Jones and unanimously carried (5-0), the Board appointed Christian Milburn as a Recruit Police Officer in the Montgomery Township Police Department, effective June 23, 2026.

Planning and Zoning:

7. Vacation of a Portion of Stump Road: Ms. McCreary reported that as part of the approved land development application of LymphaCare, the Township has agreed to vacate a portion of Stump Road that was vacated when the road was realigned. The portion identified is approximately 5,162 square feet or .119 acres. A map of the area is attached to the ordinance as an exhibit, along with the legal description. Notes of testimony were taken by Court Reporter, Tim Kurek. Zachary Morano, Esquire, represented the applicant.

MOTION: Upon motion by Ms. Bamford, seconded by Ms. Staab and unanimously carried (5-0), the Board adopted Ordinance No. 26-360, vacating a former portion of Stump Road that was a result of the road realignment and no longer used by the Township for roadway purposes.

8. Review of Zoning Hearing Board Applications: Mr. Hill provided the Board with a summary of the application before the Zoning Hearing Board for their July 1, 2026 meeting. The Board decided to remain neutral on the application and let the Zoning Hearing Board render a decision based on the testimony presented.

Presentation:

9. Review of the 2025 Audit Results – Maillie, LLP – Mr. Bergey introduced Matt Weed of Maillie, LLP, who presented a summary of the 2025 Audit Results for Montgomery Township. Mr. Weed stated that the audit was a clean and smooth process and no instances of noncompliance material to the financial statements of the Township were disclosed during the audit. In addition, no significant deficiencies or material weaknesses relating to the audit of the financial statements were identified during the audit. Additional detailed information was provided during the presentation.

Public Safety:

10. Adoption of Ordinance No. 26-359 - Amendment for No Turn on Red: Chief Peoples reported that the Highway Safety Unit is proposing an amendment to Montgomery Township Ordinance 222-11, *Right Turn Prohibited on Red Signal.* The proposed amendment would prohibit right turns on red for southbound vehicles on the

U.S. 202 Parkway turning right onto Horsham Road. This amendment is being recommended in accordance with PennDOT guidance.

MOTION: Upon motion by Ms. Bamford, seconded by Mr. Pelletier and unanimously carried (5-0), the Board adopted Ordinance No. 26-359, amending Section 222-11, to add right turn on red prohibitions on the U.S. Route 202 Parkway, turning right onto Horsham Road.

Parks and Recreation:

11. Proclamation of Parks and Recreation Month and Parks and Recreation Professionals' Day: Ms. McCreary announced that a proclamation recognizing July as Parks and Recreation Month and July 17 as Pennsylvania Parks and Recreation Professionals' Day was prepared for the Board's consideration. Ms. Staab read the full proclamation.

MOTION: Upon a motion by Mr. Pelletier, seconded by Ms. Staab, and unanimously carried (5-0), the Board adopted the proclamation recognizing July as Parks and Recreation Month and July 17 as Pennsylvania Parks and Recreation Professionals' Day.

Administration and Finance:

12. Ratification of Real Estate Tax Appeal Settlement – 801 Bethlehem Pike – Mr. Bergey reported that the property at issue is situated on 41.9 acres and is owned by RE Airport Square LLC ("the Taxpayer"). The property is improved with a shopping center. The School District filed an appeal for the property tax for the 2024 Tax Year. The assessed value of 801 Bethlehem Pike is $23,402,840.00. Based upon the applicable Common Level Ratio, the current implied market value for the property is $65,923,492.96 for Tax Year 2024 (CLR of 35.5%); $71,133,252.28 for Tax Year 2025 (CLR of 32.9%); and $76,082,054.62 for Tax Year 2026 (CLR of 30.76%). On October 23, 2023, after the School District presented evidence, the Board of Assessment Appeals issued a "Notice of No Change in Assessment." The School District thereafter filed an appeal with the Court of Common Pleas.

The proposed settlement negotiated between the School District and the Taxpayer is a fair market value of $74,160,000.00 for Tax Year 2024. Applying the applicable Common Level Ratio, the assessed value would become $26,326,800.00, resulting in an increase of the assessed value of $2,923,960.00 for 2024. The fair market value for 2025 would become $75,000,000.00, resulting in an increase of the assessed value of $1,272,160.00 for 2025. The fair market value and assessed value would return to the current value for tax year 2026, which is a fair market value of $76,082,054.62 and an assessed value of $23,402,840.00, resulting in no change for 2026.

Based on the proposed settlement, should the Township agree to it, the Taxpayer will owe an additional $12,336.59 for the 2024-2025 tax years.

MOTION: Upon motion by Ms. Bamford, seconded by Ms. Ware-Jones, and unanimously carried (5-0), the Board approved the stipulated settlement for 801 Bethlehem Pike and authorized the Township Solicitor to execute the document on behalf of the Township.

13. Approval for 2025 General Fund Surplus Fund Balance: Mr. Bergey reported that during 2025, the General Fund balance increased from $9.3 to $10.8M. The Township's policy is to retain a balance of at least 20 – 25% in the General Fund, and it has been the practice of the Board to transfer the operating surplus to the Capital Reserve fund for future capital projects. Staff is recommending that the $1,495,225M increase in the General Fund balance be transferred to the Capital Reserve Fund.

MOTION: Upon motion by Ms. Bamford, seconded by Mr. Pelletier and unanimously carried (5-0), the Board approved the transfer of $1,495,222M in the General Fund Balance to the Capital Reserve Fund.

New Business:

14. Department Reports: Each department submitted monthly reports for activity in the month of May. The review of the 2025 audit will serve as the Finance Department report for this month.

15. Committee Liaison Reports: Ms. Ware-Jones reported that the Senior Committee has a newly established Walking Group that walks two times per week. At the last meeting, the members discussed the committee's future direction and those members who are leaving. There will be no meeting in July. Ms. Staab reported that the Park Board did their first park cleanup at Autumn Woods on May 29th. The group picked up a lot of discarded plastic during the event. The EAC planted the pollinator garden at the Community and Recreation Center. Ms. Shaffer is watering it and things are beginning to grow. Ms. Bamford reported that the BDP hosted the new owners of the Joseph Ambler Inn, who shared renovations and future plans for the site. Habitat for Restore also attended the meeting. Chief Peoples made a presentation on fraud for the group. The MTMSA hosted a golf outing to raise funds for their scholarship program. Mr. Pelletier reported that the Public Safety Committee did not meet. Ms. Chimera reported that the Planning Commission discussed the Data Center Ordinance, and the Shade Tree Commission discussed ideas on how to get more people involved in the Shade Tree Commission. November 6, 2026 was selected as the date for their annual Community Workshop.

16. Adjournment: There being no old business or new business to come before the Board, the meeting was adjourned at 7:40 p.m. upon motion by Ms. Bamford and seconded by Mr. Pelletier.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary

Montgomery Township, PA

Check Report

By Check Number

Date Range: 06/19/2026 - 07/13/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOL AP-APBNK						
MT001327	Fred Beans Automotive Group	07/01/2026	Regular	0.00	93,344.00	104889
PAYR-EIT WAGE	HAB EIT	07/01/2026	Regular	0.00	135.22	104890
MT000006	21st Century Media Newspapers LLC	07/13/2026	Regular	0.00	3,581.92	104891
MT000040	Acme Uniforms For Industry	07/13/2026	Regular	0.00	868.46	104892
MT000046	Adam J. Morrow	07/13/2026	Regular	0.00	200.00	104893
MT000050	Adam Zwislewski	07/13/2026	Regular	0.00	1,500.00	104894
MT000075	Airgas, Inc.	07/13/2026	Regular	0.00	447.80	104895
MT000167	Amazon.com Services, Inc	07/13/2026	Regular	0.00	2,789.30	104896
	Void	07/13/2026	Regular	0.00	0.00	104897
MT004858	American Equipment Services, LLC	07/13/2026	Regular	0.00	4,948.34	104898
MT000233	Angel G. Mejias	07/13/2026	Regular	0.00	2,400.00	104899
MT000279	Aramsco, Inc.	07/13/2026	Regular	0.00	1,514.00	104900
MT000293	Armour & Sons Electric, Inc.	07/13/2026	Regular	0.00	61,785.17	104901
MT000320	AT&T	07/13/2026	Regular	0.00	128.39	104902
MT000467	Brandi Blusiewicz	07/13/2026	Regular	0.00	1,000.00	104903
MT000469	Brandon Uzdzienski	07/13/2026	Regular	0.00	400.00	104904
MT000552	C.E.S.	07/13/2026	Regular	0.00	259.02	104905
MT000568	Canon Solutions America, Inc.	07/13/2026	Regular	0.00	153.00	104906
MT000580	Carl Frederick Herr	07/13/2026	Regular	0.00	300.00	104907
MT000632	CDW Government, Inc.	07/13/2026	Regular	0.00	171.42	104908
MT000637	Cenero, LLC	07/13/2026	Regular	0.00	230.00	104909
MT000662	Chess Wizards	07/13/2026	Regular	0.00	2,700.00	104910
MT004558	Christopher Ayral	07/13/2026	Regular	0.00	700.00	104911
MT000786	COMCAST	07/13/2026	Regular	0.00	10.48	104912
MT000786	COMCAST	07/13/2026	Regular	0.00	10.48	104913
MT000799	Commonwealth Precast, Inc.	07/13/2026	Regular	0.00	270.00	104914
MT000920	David D. Dunlap	07/13/2026	Regular	0.00	450.00	104915
MT004922	David J. Caracausa	07/13/2026	Regular	0.00	14,615.22	104916
MT001026	Dival Safety Equipment	07/13/2026	Regular	0.00	120.56	104917
MT001033	Dog Town	07/13/2026	Regular	0.00	575.94	104918
MT001076	DVHT Delaware Valley Health Trust	07/13/2026	Regular	0.00	186,870.71	104919
MT001079	DVPLT Delaware Valley Property and Liability	07/13/2026	Regular	0.00	114,657.75	104920
MT001080	DVWCT Delaware Valley WC Trust	07/13/2026	Regular	0.00	86,604.00	104921
MT001090	E.M. Grant	07/13/2026	Regular	0.00	445.00	104922
MT001096	Eagle Power and Equipment Corp	07/13/2026	Regular	0.00	1,412.43	104923
MT004430	Edison Quarry, Inc	07/13/2026	Regular	0.00	2,400.00	104924
MT004925	Ekos, Inc	07/13/2026	Regular	0.00	2,388.00	104925
MT001159	Elite 3 Facilities Maintenance, LLC	07/13/2026	Regular	0.00	5,935.00	104926
MT004476	Elite Pickleball	07/13/2026	Regular	0.00	375.00	104927
MT001193	EMS Educational Services Inc.	07/13/2026	Regular	0.00	1,380.00	104928
MT001229	Eureka Stone Quarry, Inc.	07/13/2026	Regular	0.00	430.34	104929
MT001230	Eurofins Drinking Water and Wastewater North	07/13/2026	Regular	0.00	445.50	104930
MT001245	Fabulous Faces Entertainment	07/13/2026	Regular	0.00	375.00	104931
MT001265	FedEx	07/13/2026	Regular	0.00	158.32	104932
MT001287	First Student Charter Center	07/13/2026	Regular	0.00	800.00	104933
MT001287	First Student Charter Center	07/13/2026	Regular	0.00	800.00	104934
MT001335	Frugal Frames	07/13/2026	Regular	0.00	580.00	104935
MT001340	Fundamental Tennis LLC	07/13/2026	Regular	0.00	3,430.00	104936
MT001352	Galls, an Aramark Co., LLC	07/13/2026	Regular	0.00	216.99	104937
MT001379	George Allen Portable Toilets, Inc.	07/13/2026	Regular	0.00	979.00	104938
MT001383	Gerald P. Dougherty	07/13/2026	Regular	0.00	77.46	104939
MT001389	GFOA	07/13/2026	Regular	0.00	1,085.00	104940
MT001404	Glasgow, Inc.	07/13/2026	Regular	0.00	1,119.00	104941
MT001414	Global Industrial	07/13/2026	Regular	0.00	177.47	104942

Check Report **Date Range: 06/19/2026 - 07/13/2026**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT004546	Globo Language Services, LLC	07/13/2026	Regular	0.00	100.00	104943
MT001426	Google Inc.	07/13/2026	Regular	0.00	42.00	104944
MT001427	Goose Squad L.L.C.	07/13/2026	Regular	0.00	900.00	104945
MT001430	Gouldey Welding and Fabrications Inc	07/13/2026	Regular	0.00	2,200.00	104946
MT004337	HAAS Alert	07/13/2026	Regular	0.00	6,472.00	104947
MT004689	Harbor Freight Tools	07/13/2026	Regular	0.00	429.98	104948
MT001536	Hilltown Township	07/13/2026	Regular	0.00	5,212.30	104949
MT001536	Hilltown Township	07/13/2026	Regular	0.00	949.29	104950
MT001548	Home Depot Credit Services	07/13/2026	Regular	0.00	271.20	104951
MT001556	Horsham Township	07/13/2026	Regular	0.00	1,333.72	104952
MT001559	Hoys Landscaping Inc	07/13/2026	Regular	0.00	561.80	104953
MT004923	ICS Consulting, LLC	07/13/2026	Regular	0.00	17,500.00	104954
MT001626	J and J Truck Equipment	07/13/2026	Regular	0.00	96,360.00	104955
MT001264	J.D. Fedele Construction & Demolition Inc	07/13/2026	Regular	0.00	30,806.55	104956
MT004917	Jaclyn Kerns	07/13/2026	Regular	0.00	225.00	104957
MT001643	Jacob Millevoi	07/13/2026	Regular	0.00	100.00	104958
MT004780	JEM Health & Fitness	07/13/2026	Regular	0.00	150.00	104959
MT004920	Jersey Tactical Corp.	07/13/2026	Regular	0.00	600.00	104960
MT001856	John Bereschak	07/13/2026	Regular	0.00	800.00	104961
MT001902	Jonathan S. Beer	07/13/2026	Regular	0.00	4,150.00	104962
MT004520	Joseph K. Egenolf Jr	07/13/2026	Regular	0.00	300.00	104963
MT004308	Justin Tohanczyn	07/13/2026	Regular	0.00	750.00	104964
MT002038	Keith Grierson	07/13/2026	Regular	0.00	300.00	104965
MT002089	Keystone Municipal Services, Inc.	07/13/2026	Regular	0.00	4,725.00	104966
MT002170	Kyle W. Stump	07/13/2026	Regular	0.00	400.00	104967
MT004924	Level Access, Inc	07/13/2026	Regular	0.00	14,000.00	104968
MT002318	Lizell Office Furniture	07/13/2026	Regular	0.00	34.00	104969
MT002338	Lower Gwynedd Township	07/13/2026	Regular	0.00	511.05	104970
MT002341	Lowe's Companies Inc.	07/13/2026	Regular	0.00	197.88	104971
MT002441	Mark Kosmaceski	07/13/2026	Regular	0.00	200.00	104972
MT002470	Mary Kay Kelm, Esquire	07/13/2026	Regular	0.00	1,242.50	104973
MT002496	Mastertech Auto Service, LLC.	07/13/2026	Regular	0.00	973.57	104974
MT004787	Matthew J. Traynor	07/13/2026	Regular	0.00	100.00	104975
MT004700	Matthew T Brinkmann	07/13/2026	Regular	0.00	200.00	104976
MT002535	MCATO	07/13/2026	Regular	0.00	500.00	104977
MT002609	Michael Bean	07/13/2026	Regular	0.00	1,000.00	104978
MT002613	Michael D. Shinton	07/13/2026	Regular	0.00	400.00	104979
MT002624	Michael J. Kunzig	07/13/2026	Regular	0.00	550.00	104980
MT004518	Michael Sasso	07/13/2026	Regular	0.00	1,000.00	104981
MT002685	Minds in Motion LLC	07/13/2026	Regular	0.00	1,740.00	104982
MT004918	Minkyung Song	07/13/2026	Regular	0.00	50.00	104983
PAYR-IAFF	Montgomery Township Professional	07/13/2026	Regular	0.00	276.40	104984
MT004795	Mony Aun	07/13/2026	Regular	0.00	144.00	104985
MT002796	Moyer Indoor / Outdoor	07/13/2026	Regular	0.00	225.00	104986
MT002807	Municipal Emergency Services	07/13/2026	Regular	0.00	22,523.00	104987
MT004138	Napa Auto Parts	07/13/2026	Regular	0.00	38.76	104988
MT002873	New Britain Township	07/13/2026	Regular	0.00	672.03	104989
MT002926	North Penn School District	07/13/2026	Regular	0.00	600.00	104990
MT002937	North Wales Water Authority	07/13/2026	Regular	0.00	482.37	104991
MT002937	North Wales Water Authority	07/13/2026	Regular	0.00	404.38	104992
MT002951	Nyce Crete and Landis Concrete	07/13/2026	Regular	0.00	1,393.42	104993
MT006772	Oliver Sprinkler Co., Inc	07/13/2026	Regular	0.00	5,133.00	104994
MT002974	Omega Systems Consultants, Inc.	07/13/2026	Regular	0.00	41,664.64	104995
MT004856	PA Chiefs of Police Association	07/13/2026	Regular	0.00	428.00	104996
MT003842	Partnership For Transportation	07/13/2026	Regular	0.00	2,600.00	104997
MT003044	Patrick Kerr	07/13/2026	Regular	0.00	300.00	104998
MT003046	Patriot Workwear	07/13/2026	Regular	0.00	733.00	104999
MT003063	Paula Meszaros	07/13/2026	Regular	0.00	398.00	105000
MT003073	pdq.com Coporation	07/13/2026	Regular	0.00	1,526.25	105001
MT003076	PECO - Payment Processing	07/13/2026	Regular	0.00	468.41	105002
MT003099	Penn-Holo Sales & Services	07/13/2026	Regular	0.00	105.47	105003

Check Report **Date Range: 06/19/2026 - 07/13/2026**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT003120	Personal Protection Consultants,	07/13/2026	Regular	0.00	272.50	105004
MT003269	Primo Brands	07/13/2026	Regular	0.00	202.62	105005
MT003203	PSATS PA State Assc Twnshp Supv	07/13/2026	Regular	0.00	195.00	105006
ZZ001862	Pure Cleaners	07/13/2026	Regular	0.00	2,041.50	105007
MT000342	Pye-Barker Fire & Safety	07/13/2026	Regular	0.00	306.63	105008
MT003227	Rachel Brick	07/13/2026	Regular	0.00	1,200.00	105009
MT003291	Rem-Ark Alloys, Inc.	07/13/2026	Regular	0.00	269.61	105010
MT003334	Richter Drafting and Office Supply Co. Inc	07/13/2026	Regular	0.00	455.70	105011
MT003358	Robert Decker Enterprises, Inc.	07/13/2026	Regular	0.00	628.80	105012
MT003365	Robert H. Grunmeier II	07/13/2026	Regular	0.00	650.00	105013
MT003436	Ryan Allison	07/13/2026	Regular	0.00	200.00	105014
MT004305	Ryan Taylor Graphics	07/13/2026	Regular	0.00	1,540.00	105015
MT003444	Ryan W. Irvin	07/13/2026	Regular	0.00	600.00	105016
MT003499	Scatton's Heating and Cooling, Inc.	07/13/2026	Regular	0.00	712.06	105017
MT003533	Service Tire Truck Centers	07/13/2026	Regular	0.00	944.00	105018
MT003555	Shapiro Fire Protection Company	07/13/2026	Regular	0.00	846.95	105019
MT003568	Sherwin Williams Company	07/13/2026	Regular	0.00	47.87	105020
MT003583	Signal Control Products, LLC	07/13/2026	Regular	0.00	2,700.00	105021
MT004621	SJ Fuel South Co Inc	07/13/2026	Regular	0.00	14,267.49	105022
MT003596	Sleepy Hollow Enterprises, Inc	07/13/2026	Regular	0.00	2,650.00	105023
MT003657	Staples Business Credit	07/13/2026	Regular	0.00	978.87	105024
MT003683	Stephen A. Splendido	07/13/2026	Regular	0.00	400.00	105025
MT004882	Stratus ip	07/13/2026	Regular	0.00	833.00	105026
MT004336	Sul Kim	07/13/2026	Regular	0.00	145.00	105027
MT003824	The Chamber of Commerce for	07/13/2026	Regular	0.00	715.00	105028
MT003844	The Pennsylvania State University	07/13/2026	Regular	0.00	569.00	105029
MT003880	Thomson Reuters	07/13/2026	Regular	0.00	643.33	105030
MT004913	Timothy McLean	07/13/2026	Regular	0.00	300.00	105031
MT004919	Toll Brothers	07/13/2026	Regular	0.00	40,169.26	105032
MT004458	Trevor J Bradley	07/13/2026	Regular	0.00	100.00	105033
MT004926	Tri-County Collision Center	07/13/2026	Regular	0.00	8,728.62	105034
MT003975	Turf Equipment and Supply Co.	07/13/2026	Regular	0.00	474.95	105035
MT003982	Tyler Technologies, Inc	07/13/2026	Regular	0.00	320.00	105036
MT003993	Uline	07/13/2026	Regular	0.00	516.44	105037
MT004006	unWined & PAINT	07/13/2026	Regular	0.00	96.00	105038
MT004044	Vault Health	07/13/2026	Regular	0.00	2,313.90	105039
MT004051	Verizon	07/13/2026	Regular	0.00	48.17	105040
MT004080	Vinay P. Setty	07/13/2026	Regular	0.00	1,200.00	105041
MT004198	Witmer Public Safety Group Inc.	07/13/2026	Regular	0.00	583.81	105042
MT001134	Wonderware, Inc.	07/13/2026	Regular	0.00	202.83	105043
MT000293	Armour & Sons Electric, Inc.	07/13/2026	Regular	0.00	24,215.45	105044
MT003985	U.S. Bank	06/30/2026	Regular	0.00	19,854.20	105045
	Void	06/30/2026	Regular	0.00	0.00	105046
MT004689	Harbor Freight Tools	06/22/2026	Bank Draft	0.00	1,029.97	DFT0001525
MT004689	Harbor Freight Tools	06/22/2026	Bank Draft	0.00	16.38	DFT0001526
MT004056	Verizon Wireless Services, LLC	07/05/2026	Bank Draft	0.00	440.11	DFT0001527
MT004056	Verizon Wireless Services, LLC	07/05/2026	Bank Draft	0.00	680.30	DFT0001529
MT001238	Exacthire	06/22/2026	Bank Draft	0.00	1,275.00	DFT0001531
MT004689	Harbor Freight Tools	06/23/2026	Bank Draft	0.00	61.80	DFT0001534
MT004056	Verizon Wireless Services, LLC	07/05/2026	Bank Draft	0.00	3,910.32	DFT0001537
PAYR-PBA	Police Benevolent Association	07/02/2026	Bank Draft	0.00	1,442.00	DFT0001541
PAYR-POL PEN	U.S. Bank	07/02/2026	Bank Draft	0.00	11,866.57	DFT0001542
PAYR-PA SCDU	PA SCDU	07/02/2026	Bank Draft	0.00	715.38	DFT0001543
PAYR-401	Empower Retirement	07/02/2026	Bank Draft	0.00	19,890.18	DFT0001544
PAYR-457	Empower Retirement	07/02/2026	Bank Draft	0.00	21,748.09	DFT0001545
PAYR-PHILA	City of Philadelphia	07/02/2026	Bank Draft	0.00	431.87	DFT0001546
PAYR-SITW	State of Pennsylvania	07/02/2026	Bank Draft	0.00	9.60	DFT0001547
PAYR-LST	HAB-LST	07/02/2026	Bank Draft	0.00	318.00	DFT0001548
PAYR-SITW	State of Pennsylvania	07/02/2026	Bank Draft	0.00	14,897.79	DFT0001549
MT004051	Verizon	06/22/2026	Bank Draft	0.00	294.00	DFT0001559
MT000787	Comcast Business	06/25/2026	Bank Draft	0.00	1,055.83	DFT0001560

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MT000787	Comcast Business	06/25/2026	Bank Draft	0.00	521.63	DFT0001562

Bank Code POOL AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	342	156	0.00	1,021,343.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	19	19	0.00	80,604.82
EFT's	0	0	0.00	0.00
	361	**177**	**0.00**	**1,101,948.04**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	342	156	0.00	1,021,343.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	19	19	0.00	80,604.82
EFT's	0	0	0.00	0.00
	361	**177**	**0.00**	**1,101,948.04**

Fund Summary

Fund	Name	Period	Amount
99	Claim on Pooled Cash	6/2026	24,108.81
99	Claim on Pooled Cash	7/2026	1,077,839.23
			1,101,948.04

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item # 06

SUBJECT:	Review of Zoning Hearing Board Applications
MEETING DATE:	July 13, 2026
BOARD LIAISON	Tanya C. Bamford, Chairwoman
INITIATED BY:	Jesse Hill, Zoning Officer

BACKGROUND:

Included in your packet is a summary of the applications (received to date) before the Zoning Hearing Board for their August 5, 2026 meeting.

Potential Action of the Board:

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

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

Montgomery Township Zoning Hearing Board

Meeting Date: August 5, 2026 – 6:30 pm

The agenda for the scheduled hearing is as follows:

Application # 26060017 – Jeana (Coutts) Schutte & George Schutte / 109 Cove Circle

Jeana (Coutts) Schutte is the owner of the 16,047 square foot property. The property is in the R5 Residential Zoning District. The applicant has installed a fence that exceeds the 6-foot limit.

The applicant requests the following relief:

> A dimensional variance from the provisions of Section 230-148. B.2.b of the Montgomery Township Zoning Ordinance to permit a 10 foot high fence.

Application # 26070018 – Scott & Patricia Van Orden / 142 Canterbury Lane

Scott & Patricia Van Orden are the owners of the 15,664 square foot property. The property is in the R2 Cluster Residential Zoning District. The applicant is proposing to construct a 22.5 ft. x 7 ft. covered porch on the front of their house which will encroach the required 40-foot front yard setback by 2 feet.

The applicant requests the following relief:

> A dimensional variance from the provisions of Section 230-46 of the Montgomery Township Zoning Ordinance to permit the proposed covered porch to encroach the 40-foot front yard setback by 2 feet.

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #07

SUBJECT:	Consider Purchase of Fuel through 2026-2027 Montgomery County Consortium Fuel Contract
MEETING DATE:	July 13, 2026
BOARD LIAISON:	Eric Pelletier
INITIATED BY:	Greg Reiff, Public Works Director

BACKGROUND:

The Township has the opportunity to purchase petroleum products from the Montgomery County Consortium Fuel Contract. The contract has been awarded to SJ Fuel South. The contract is valid for one year and will run from September 1, 2026, to August 31, 2027.

BUDGET IMPACT:

Allocations for fuel for all Departments were included in the 2026 approved final Budget.

RECOMMENDATION:

It is recommended that the Board authorize the Township's participation in the Montgomery County Consortium Fuel Contract, awarded to SJ Fuel South for the purchase of petroleum products.

MOTION/RESOLUTION:

Motion to approve the Township's participation in the Montgomery County Consortium Fuel Contract awarded to SJ Fuel South for the purchase of petroleum products for a period of one year ending on August 31, 2027.

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

INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES
SALES OF GOODS AND MERCHANDISE AGREEMENT

THIS AGREEMENT, entered into on this 11 day of JUNE 2026 by and between Upper Merion Township (Township), and ST Fuel South Co Inc Independent Contractor/Business or a corporation organized under the laws of "Commonwealth of PA" ("I.C.").

WITNESSETH

WHEREAS, Township requested proposals for construction, sales of goods, merchandise or supply materials, products or perform a service, which Request for Proposal is attached as Exhibit "A" and incorporated herein;

WHEREAS, I.C. submitted a Proposal to the Township, attached hereto as Exhibit "A" and incorporated herein, and desires to provide services under the Proposal in accordance with the terms and conditions of said Proposal and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Scope of Services: In accordance with the terms and conditions of this Agreement, I.C. agrees to perform the following services for the Township, as set forth expressly in the Proposal:

A. 2026-2027 Montgomery County Consortium Fuel Contract

B. Dated for Receipt on Tuesday, September 1, 2026

2. Time of Performance: I.C. shall perform services in accordance with the time schedules set forth in the 2026-2027 Montgomery County Consortium Fuel Contract and this Agreement and incorporated herein. I.C. shall begin performance of services within calendar days of receipt of a "Written Notice to Proceed". I.C. shall complete its services for each specified item listed in Exhibit C of the Contract.

3. Price and Payment: I.C. shall perform the work required under this Agreement for the unit price fees as specified on the electronic bid forms of the PennBid website ("hereinafter the "Total Contract Price"). Payment for services will be governed by the following terms:

A. Invoices submitted in accordance with Accounts Payable payment schedule.

B. Invoices shall be actual gallons and not modified by temperature or specific gravity.

4. Term: This Agreement shall expire on August 31, 2027, unless specified in the Contract Documents contained in the Bid Proposal *(Alternative Provision)*. This Agreement is effective as of the date signed by both parties and shall continue in effect until cancelled by either party upon written notice to the other party.

5. Termination.

A. Termination for Cause. This Agreement may be immediately terminated by the Township, in whole or in part, for cause. "Cause shall include: (i) I.C.'s failure to perform services specified in the Agreement within the time specified by the Township; (ii) I.C.'s failure to perform services specified in this Agreement in the manner agreed upon by the Parties; or (iii) I.C.'s failure to perform services specified in the Agreement at a level of quality satisfactory to the Township.

The termination date shall be the earlier of the date of issuance of notice transmitted by facsimile, receipt of notice transmitted by overnight mail or express delivery, or the third business day after mailing a notice by regular or certified mail. Said notice shall specify the extent to which performance of the work under this Agreement is terminated. A determination of cause shall be made by the Township within its sole discretion.

In the event that the Township terminate this Agreement in whole or in part pursuant to Section 5(A), the Township may procure, upon such terms and in such manner as the Township may deem appropriate, services similar to those so terminated, and I.C. shall be liable to the Township for any costs for such similar services beyond the cost that the Township would have incurred had I.C. performed such services; provided that I.C. shall continue the performance of this Agreement to the extent not terminated under the provision of the Section.

If this Agreement is terminated for cause, the Township may in its discretion withhold payment to I.C. for any activities which upon review and in good faith, the Township concludes did not contribute to the progress of services to be rendered.

B. Termination without Cause. This Agreement may be terminated, in whole or in part, without cause by either party with thirty (30) days after the date of notice transmitted by any of the means set forth in Section 5(a). During the thirty (30) day notice period, the parties agree to continue to perform their respective duties and obligations under this Agreement.

6. Independent Contractor Relationship: I.C. is an independent contractor and is not an employee, servant, agent, partner, or joint venture of the Township. The Township shall determine the work to be done by I.C., but I.C. shall determine the legal means by which it accomplishes the work specified by the Township. The Township is not responsible for withholding, and shall not withhold, taxes of any kind form any payments which it owes to I.C.

7. Work Product: The Township shall have the absolute right to receive and to use all written reports, work sheets, statements, studies, and other work product of similar nature which are prepared by I.C. in connection with this Agreement and may use the materials or information for any official purpose and in whatever manner it deems desirable and appropriate, including disclosure to the general public. Such use shall be without any additional payment or approval by I.C., and I.C. relinquishes any and all rights to copyright such data produced pursuant to this Agreement.

8. Quality of Work: All work performed by I.C. shall be of the highest standards of the profession, and I.C. shall give the work of the Township its fullest attention.

9. Insurance: I.C. shall furnish the Township with current certificates of coverage of I.C. and proof of payment of I.C. for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the Township may require, with limits of liability as set forth in the Request for Proposal, attached hereto as Exhibit "A", to insurance against any and all liabilities, claims settlements, judgments, awards and verdicts which may arise out of performance of this Agreement.

10. Risk: I.C. shall perform all services at its own risk. I.C. agrees to indemnify, defend and save harmless the Township and the Township's agencies, officers, agents and employees, from and in connection with any and all liabilities, claims, damages, costs, losses, settlements, judgments, awards and verdicts arising out of or accruing in connection with or resulting from the performance of this Agreement. I.C. obligations under this section include but shall not be limited to the insurance obligations of I.C. under Section 9.

11. Assignment: The rights and obligations under this Agreement may not be assigned, either in whole or in part, without the consent of the Township.

12. Business Termination: In the event that I.C. shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or avail itself or become subject to any proceeding under the Federal Bankruptcy Code or any other statute of the United States or state relating to insolvency or protection of rights of creditors, then, at the option of the Township, this Agreement shall terminate, except that the Township shall make payments for the work performed hereunder before such termination, and any property or rights of the Township, tangible or intangible, shall be returned to the Township forthwith.

13. Covenant Against Gratuities: No gratuities in the form of entertainment, gifts or other forms have been or may be offered or given by I.C. or any agent or representative of I.C. to any officer or employee or agent of the Township with a view towards securing contract favorable treatment with respect to the awarding or amending of, or the making of any determination with respect to the performance of, this contract.

14. Compliance with Laws: I.C. and all subcontractors of I.C. shall at all times observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work or the subject matter of this Agreement, or applicable to employees doing the work, or for which liability may accrue from any violation thereof. I.C. shall also comply with all

orders or decrees that have been promulgated or enacted or that may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract. I.C. must possess a valid waste hauling permit.

15. Consent to Breach Not Waiver: No terms or provisions of this Agreement shall be deemed waived and not breach excused, unless such waiver or consent shall be in writing and signed by the parties hereto. Any consent by the Township to or waiver of a breach by I.C., whether expressed or implied, shall not constitute consent to, waiver or excuse for any other different or subsequent breach.

16. Law: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America.

17. Contract Integration: This Agreement constitutes the entire Agreement between the parties, together with the "Exhibits" incorporated herein. Terms and conditions of the Agreement shall prevail over any other terms and conditions found in any order, invoice or other documents submitted by I.C. to the Township.

18. Amendments: Any changes in the terms and conditions of this Agreement, including changes in the contract price or scope of service, shall be effective only when incorporated in any written amendment to this Agreement executed by the parties.

19. Notices: Any notices required or permitted under this Agreement shall be in writing, delivered by hand with written confirmation of receipt, by facsimile with acknowledgement of same, by overnight delivery, or certified mail (return receipt requested), addressed as follows:

A. To the Township at:

Township Manager
Upper Merion Township
175 West Valley Forge Road
King of Prussia, PA 19406

B. To I.C. at:

DAVID DeGidio
SJ Fuel South Co. Inc.
208 Whitehorse Pike, Ste 4
Barrington, NJ 08007

Except as provided otherwise in this Agreement, all notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand with written acknowledgement of receipt or facsimile with response of same or overnight delivery or on the date given on the certified mail receipt, or on the third business day after posting if no date is indicated on the receipt or if the certified mail item is not claimed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown below.

TOWNSHIP OF UPPER MERION

WITNESS: Cathyann Dolan

PRINT NAME: Cathyann Dolan

DATE: Admin Assistant

BY:

TITLE: Twp MGR

(AFFIX CORPORATE SEAL)

CONTRACTOR

SIGNATURES:

ATTEST:

PRINT NAME: TERRI L. BRANDL

TITLE: ACCOUNTING MANAGER

DATE: 4/4/26

BY:

DAVID DEFIDO

SVP - OPERATIONS

(AFFIX CORPORATE SEAL)

Palomar SURETY

Palomar Casualty and Surety Company
Palomar Specialty Insurance Company
First Indemnity of America Insurance Company

Performance Bond

Bond Number: GSA15800013

KNOW ALL PERSONS BY THESE PRESENTS, that we,
S.J. Fuel South Company, Inc.
("Principal") as Principal and
First Indemnity of America Insurance Company
("Surety") a Louisiana corporation, as Surety, are held and firmly bound unto
Township of Upper Merion
("Obligee") as Obligee, in the sum of $ 103,336.00 ("Penal Amount") for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a Contract with Obligee, dated 6/11/2026 (the "Contract") to perform Construction Work for the project described as:
2026-2027 Montgomery County Consortium Fuel Contract
(the "Project").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work, then this obligation shall be null and void.

If there is no Obligee default under the Contract Documents, the Surety's obligations shall arise only after the following conditions are satisfied:

1. the Principal is in default of the Contract;
2. the Obligee declares the Principal to be in default and notifies the Principal and Surety;
3. the Obligee terminates the Principal's right to proceed under the Contract and notifies the Principal and Surety;
4. the Obligee agrees to pay the Balance of the Contract Price in accordance with the terms of the Contract to the Surety or to a contractor selected to perform the Contract; and,
5. the Obligee has performed all of its obligations under the Contract.

When the Obligee has satisfied the conditions above, the Surety shall have a reasonable period of time to take one of the following actions:

1. Arrange for the Principal, with the consent of the Obligee, to complete the Construction Work to be done under the Contract;

2. Obtain bids or negotiated proposals from qualified contractors for a contract of completion of the Construction Work to be done under the Contract;
3. Undertake to complete the Construction Work to be done under the Contract itself, through its agents or independent contractors;
4. Waive its right to complete the Construction Work to be done under the Contract, arrange for completion, or obtain a new contractor and, with reasonable promptness under the circumstances: (a) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, make payment to the Obligee; or (b) deny liability in whole or in part and notify the Obligee.

The Contract Balance shall be credited against the reasonable cost of completing the Construction Work to be performed under the Contract. The Surety shall not be liable to the Obligee or for others for obligations of the Principal that are unrelated to the Contract. The Contract Balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work to be done under the Contract with the Obligee.

In no event shall the Surety's total obligation exceed the Penal Amount of this Bond. The Penal Amount shall not be increased or decreased, whether or not the Contract Amount increases or decreases, without express written consent from the Surety.

Surety's obligation under this Bond terminate upon acceptance of the Construction Work. Any suit by Obligee under this Bond must be instituted before the earlier of (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work, whichever occurs first. If the limitation set forth in this Bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than: (1) the date of substantial completion of the Construction Work, or (2) the date Principal ceased performing Construction Work, whichever occurs first.

No right of action shall accrue on this Bond to or for the use of any person or entity other than the Obligee named herein, its heirs, executors, administrators or successors.

In the event and to the extent that any terms and conditions of the Contract conflict or are inconsistent with the terms of this Bond, the term of this Bond shall take precedent and shall control.

All notices under this Bond shall be sent to:

Palomar Casualty and Surety Company
1625 West Causeway Approach
Mandeville, LA 70471

suretyclaims@plmr.com

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. When so furnished, the intent is this Bond shall be construed as a statutory bond.

As used in this Bond, the following terms have the following meanings and shall apply equally to the singular and plural forms of such terms:

a. **"Balance of the Contract Price"** means the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Contract.
b. **"Contract Amount"** means the amount payable by the Obligee to the Principal as stated in the Contract.
c. **"Contractor Default"** means any failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with any material term of the Contract.
d. **"Contract Documents"** means all the documents that comprise the agreement between Principal and Obligee.
e. **"Construction Work"** means the providing of all labor and/or materials necessary to complete Principal's scope of work under the Contract.
f. **"Obligee Default"** means any failure of the Obligee, which has not been remedied or waived, to pay the Contractor as required under the Contract, or to otherwise comply with any material term of the Contract.
g. **"Penal Amount"** means the total amount stated on this Bond.

Dated and effective this 11th day of June 20 26.

S.J. Fuel South Company, Inc.
Principal

By:

First Indemnity of America Insurance Company
Surety

By:
Justine C Barker ,Attorney-in-Fact

Palomar
SURETY

Palomar Casualty and Surety Company
Palomar Specialty Insurance Company
First Indemnity of America Insurance Company

Payment Bond

Bond Number: GSA15800013

KNOW ALL PERSONS BY THESE PRESENTS, that we,
S.J. Fuel South Company, Inc.
("Principal") as Principal and
First Indemnity of America Insurance Company
("Surety") a Louisiana corporation, as Surety, are held and firmly bound unto
Township of Upper Merion
("Obligee") as Obligee, in the sum of $ 103,336.00 ("Penal Amount") for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a Contract with Obligee, dated 6/11/2026 (the "Contract") to perform Construction Work for the project described as:
2026-2027 Montgomery County Consortium Fuel Contract
(the "Project").

NOW, THEREFORE, if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed and incorporated in the performance of the construction work under the Subcontract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. Claimants, who do NOT have a direct contract with the Principal,
    a. shall furnish a written notice of non-payment to the Principal, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed that labor or last furnished those materials included in the Claim; and
    b. Shall send written notice of the Claim to the Surety.
2. Claimants, who are employed by or have a direct contract with the Principal, shall send a Claim to the Surety.

In no event shall the Surety's total obligation exceed the Penal Amount of this Bond. The Penal Amount shall not be increased or decreased, whether or not the Subcontract Amount increases or decreases, without express written consent from the Surety.

No suit or action shall be commenced by a Claimant under this after the expiration of one year from the date: (1) on which the Claimant sent a Claim to the Surety or (2) on which the last labor or service was performed by anyone or the last materials were furnished under the Subcontract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

No suit or action shall be commenced by any Claimant other than in a court of competent jurisdiction in the county, parish or other political subdivision of the state in which the project is situated, or in the United States District Court for the district in which the project is situated, and not elsewhere.

In the event and to the extent that any terms and conditions of the Subcontract conflict or are inconsistent with the terms of this Bond, the term of this Bond shall take precedent and shall control.

All notices under this Bond shall be sent to:

Palomar Casualty and Surety Company
1625 West Causeway Approach
Mandeville, LA 70471
suretyclaims@plmr.com

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond.

As used in this Bond, the following terms have the following meanings and shall apply equally to the singular and plural forms of such terms:

1. **"Claim"** means a written statement by the Claimant including at a minimum:
    a. The name of the Claimant;
    b. The name of the person for whom the labor was done or materials furnished;
    c. A brief description of the labor or materials furnished;
    d. The date on which the Claimant last performed labor or last furnished materials for the performance of the Subcontract;
    e. The total amount earned by the Claimant for labor or materials furnished as of the date of the Claim;

f. The total amount due and unpaid to the Claimant for labor or materials furnished as of the date of the Claim.

2. **"Claimant"** means an individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor and/or materials for actual use, consumption or incorporated in the performance of the Construction Work. Claimant shall not include the Obligee.
3. **"Construction Work"** means the providing of all labor and/or materials necessary to complete Principal's scope of work under the Subcontract.
4. **"Penal Amount"** means the total amount stated on this Bond.

Dated and effective this 11th day of June 20 26 .

S J Fuel South Company, Inc.
Principal

By:

First Indemnity of America Insurance Company
Surety

By:
Justine C. Barker ,Attorney-in-Fact

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205
Morris Plains, New Jersey 07950
(973) 402-1200 Fax (973) 402-0770

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

First Indemnity of America Insurance Company ("the Surety"), on the attached bond, hereby certifies the following:

1. The Surety meets the applicable capital and surplus requirements of R.S. 17.17-6 or R.S. 17.17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.

2. The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, is in the amount set forth on the annexed sheet, which said amount has been certified and is on file with the New Jersey Department of Insurance as required by law. Copies of the Annual Statement reflecting such information are on file with the New Jersey Department of Insurance and may be obtained from that agency.

3. The amount of the bond to which this statement and certification is attached is $ 103,336.00 .

4. The bond annexed hereto may be reinsured pursuant to treaties of reinsurance between First Indemnity of America Insurance Company and any of the reinsurers set forth in Schedule F, Parts (1) (2) (3) and (4) of the Annual Statement for First Indemnity of America Insurance Company for the year ended December 31, 2024, as on file with the New Jersey Department of Insurance.

5. The Surety certifies that each reinsurer referred to in Item (4) satisfies the credit for reinsurance requirement established by law as of the date on which the bond to which this statement and certification is attached shall have been issued.

CERTIFICATION

(To be completed by an authorized certifying agent for each surety on the bond.)

I, Justine C. Barker as ATTORNEY-IN-FACT for First Indemnity of America Insurance Company, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and acknowledge that if any of those statements are false, this bond is voidable.

Signature

Justine C. Barker
Print Name

ATTORNEY-IN-FACT
Title

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 11th day of June 2026, before me personally came Justine C. Barker to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of First Indemnity of America Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolution thereof.

Notary Public

DAVID H. PAGE
Notary Public, State of New Jersey
Comm. # 50160677
My Commission Expires 5/19/2031

My commission expires

The Hamilton Group, LLC
06/03/2026 13:55 420354c0a984

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: GSA15B00013 **Principal:** S.J. Fuel South Company, Inc.

Description: 2026-2027 Montgomery County Consortium Fuel Contract

KNOW ALL BY THESE PRESENTS, THAT First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint:

David H. Page, Gregory A. Frankel, Larry J. Chasin, Christina Van Lenten, Justine C. Barker, Darrin Errichiello, and David Henry Page of Cedar Knolls, New Jersey

its true and lawful Attorneys-in-Fact to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, Consents of Surety, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, not to exceed $2,000,000.00 for any bond or contract price.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 21st day of May, 2025.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1978 NEW JERSEY

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 21st day of May, 2025, before me came the above named authorized representative of First Indemnity of America Insurance Company, to me personally known to be the individual and representative described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of the said corporation thereto by authority of this office.

KATHLEEN FOCHESTO NOTARY PUBLIC NEW JERSEY

KATHLEEN FOCHESTO
Commission # 2304310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

Certificate

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Resolutions adopted by Board of Directors of First Indemnity of America Insurance Company of the State of New Jersey held on the 21st day of May, 2025.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, shall have the power to appoint Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, Consents of Surety, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignment of judgements, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 21st Day of May, 2025

Dated at Jersey City this 3rd day of June, 2026

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1978 NEW JERSEY

Jane E. Lynch, Secretary

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2025

Assets:		
Bonds	$	32,672,724
Preferred & Common Stocks		800
Mortgage Loans		88,730
Other Invested Assets		187,553
Real Estate		1,079,321
Cash and Short-Term Investments		1,575,962
Investment Income Due and Accrued		294,409
Premiums in the Course of Collection (under 90 days)		3,614,984
Reinsurance Recoverable on Loss and LAE Payments		113,582
Deferred Tax Asset		969,006
Receivables from parent, subsidiaries and affiliates		1,752,527
Other Assets		80,903
Total Admitted Assets	$	42,431,361
Liabilities and Surplus:		
Reserve for Loss and Loss Adjustment Expenses	$	8,048,530
Other Expenses		842,655
Taxes Licenses and Fees		162,749
Unearned Premium		6,305,461
Amounts Withheld or Retained for Others		5,903,255
Ceded Reinsurance Balances Payable		2,166,035
Payable to parent, subsidiaries and affiliates		886,606
Other Liabilities		20,250
Total Liabilities	$	24,395,341
Capital & Surplus:		
Common Stock	$	2,500,000
Paid In and Contributed Surplus		1,621,583
Unassigned funds (surplus)		13,914,437
Surplus as Regards to Policyholders	$	18,036,020

I, Elizabeth W. Seitz, Treasurer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December 2025, according to the best information, knowledge, and belief.

MARINA MORLEY
COMM. #2503774
Notary Public - California
San Diego County
My Comm. Expires Nov. 2, 2028

Elizabeth W. Seitz
Treasurer

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Rt. 10 West, Suite 205
Morris Plains, NJ 07950
(973) 402-1200

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, S.J Fuel South Company, Inc. as Principal, and FIRST INDEMNITY OF AMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of New Jersey, as Surety, are hereby held and firmly bound unto Township of Upper Merion as Obligee, in penal sum 10% of Total Bid Amount Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS the Principal has submitted a bid for 2026-2027 Montgomery County Consortium Fuel Contract.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the damages up to the amount of 10% of Total Bid Amount, then this obligation shall be null and void, otherwise to remain in full force and effect.

CONSENT OF SURETY

It is hereby understood and agreed that the FIRST INDEMNITY OF AMERICA INSURANCE COMPANY will provide Surety on the Bond of the Principal for the work described above provided the Principal is the successful bidder and is awarded the Contract.

This Bid Bond No and Consent of Surety has been signed and sealed this 20th day of May, 2026.

S J. Fuel South Company, Inc.

Witness Attest As To Principal

PRINCIPAL

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
Surety

By

Sue Rosnick, Witness Attest As To Surety

David H. Page, Attorney-In-Fact

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 20th day of May 2026, before me personally came David H. Page to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Travelers Casualty and Surety Company of America the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolution thereof.

Notary Public

JUSTINE C. BARKER
Notary Public, State of New Jersey
Comm. # 50218003
My Commission Expires 1/23/2029

My commission expires

90

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: n/a **Principal:** S J. Fuel South Company, Inc.

Description: 2026-2027 Montgomery County Consortium Fuel Contract

KNOW ALL BY THESE PRESENTS, THAT First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint:

David H. Page, Gregory A. Frankel, Larry J. Chasin, Christina Van Lenten, Justine C. Barker, Darrin Errichiello, and David Henry Page of Cedar Knolls, New Jersey

its true and lawful Attorneys-in-Fact to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, Consents of Surety, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, not to exceed $2,000,000.00 for any bond or contract price.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 21st day of May, 2025.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1979 NEW JERSEY

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 21st day of May, 2025, before me came the above named authorized representative of First Indemnity of America Insurance Company, to me personally known to be the individual and representative described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of the said corporation thereto by authority of this office.

KATHLEEN FOCHESTO NOTARY PUBLIC NEW JERSEY

KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

Certificate

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Resolutions adopted by Board of Directors of First Indemnity of America Insurance Company of the State of New Jersey held on the 21st day of May, 2025.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, shall have the power to appoint Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, Consents of Surety, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgagors, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 21st Day of May, 2025.

Dated and effective this 20th day, of May, 2025.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1979 NEW JERSEY

Jane E. Lynch, Secretary

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2024

Assets:		
Bonds		$ 13,295,662
Preferred & Common Stocks		6,268,370
Mortgage Loans		379,080
Real Estate		1,130,027
Cash and Short Term Investments		11,472,976
Investment Income Due and Accrued		135,968
Premiums in the Course of Collection (under 90 days)		778,211
Reinsurance Recoverable on Loss and LAE Payments		118,318
Deferred Tax Asset		251,549
Other Assets		116,300
Total Admitted Assets		$ 33,946,461
Liabilities and Surplus:		
Reserve for Loss and Loss Adjustment Expenses		6,788,275
Other Expenses		189,544
Taxes Licenses and Fees		87,983
Federal Income Tax Payable		161,379
Unearned Premium		2,820,500
Amounts Withheld or Retained for Others		6,375,652
Ceded Reinsurance Balances Payable		204,651
Security Deposits		12,600
Total Liabilities		16,620,584
Capital & Surplus:		
Common Stock, Paid Up	2,500,000	
Paid in and Contributed Surplus	1,480,945	
Unassignd Surplus	13,344,932	
Surplus as Regards to Policyholders		17,325,877
Total Liabilities and Surplus		$ 33,946,461

I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2024, according to the best information, knowledge, and belief.

Glenn A. Runne
Chief Financial Officer

State of New Jersey)
County of Morris) SS:
Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 25th day of February 2025.

Kathleen Fochesto
Commission #2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

Kathleen Fochesto
My Commission Expires March 16, 2030

STATE OF: NEW JERSEY

CONTRACT/BID #: 2026-2027 MONTGOMERY COUNTY CONSOLIDATED FUEL CONTRACT

COUNTY OF: CAMDEN

I state that I am SVP OPERATIONS (Title) of SJ FUEL SOUTH CO, INC (Firm Name) authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

5. SJ FUEL SOUTH CO, INC (Firm Name), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State of Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that SJ FUEL SOUTH CO, INC (Firm Name) understands and acknowledges that the above Representations are material and important, and will be relied on by Upper Merion Township in awarding the contract for which this bond is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Upper Merion Township of the true facts relating to the submission of bids for this contract.

(Signature)

SVP OPERATIONS
(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15th DAY OF May 2026.

TERRI L. BRANDEL
Notary Public, State of New Jersey
My Commission Expires 07/27/2027

Terri L Brandel

B. Consent of Surety.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
(Name of Insurance Company)

2740 RT 10 WEST SUITE 205 MORRIS PLAINS NJ 07950
(Address)

Duly qualified to transact business in the Commonwealth of Pennsylvania hereby agrees that if SAME SURETY
(Name of Bidder)
is the successful bidder for the 2026-2027 Montgomery County Consortium Fuel Contract, it as Surety will provide the Bidder with such bonds in such amounts as are required in the advertisement and in the exhibits.

Signed, sealed, and dated this 20th day of May 2026.

First Indemnity of
America Insurance Company
(Name of Insurance Company)

By: [signature]
Justine C. Barker (Attorney-in-fact)

NOTE: Be sure to attach proof of Power of Attorney of current date.

C. Workers' Compensation Insurance Coverage Information.

1. Applicant.

The applicant is a contractor within the meaning of the Pennsylvania Workers' Compensation Law:

■ Yes □ No

If the answer is "Yes", complete Sections "B" and "C" below as appropriate.

2. Insurance Information.

Name of Applicant: SS FIVE SOUTH CO INC

Federal or State Employer Identification No.: 20-1382786

Applicant is a qualified self-insurer for workers' compensation.

■ Certificate attached

Name of Workers' Compensation Insurer: NJ MANUFACTURERS

Workers' Compensation Insurance Policy No.: W4115 7-8-25

■ Certificate attached

Policy Expiration Date: 7/1/26

3. Exemption. Complete Section C if the applicant is a contractor claiming exemption from providing workers' compensation insurance.

The undersigned swears or affirms that he/she is not required to provide workers' compensation insurance under the provisions of Pennsylvania Workers' Compensation Law for one of the following reasons, as indicated:

□ I/We are a Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the township.

□ I/We have Religious exemption under the Workers' Compensation Law.

Subscribed and sworn before me this 15 day of May 2026.

Signature of Notary Public

Signature of Applicant

Address: 205 White Horse Pike - Ste 4, Barrington, NJ 08007

My commission expires:

TERRI L. BRANDEL
Notary Public, State of New Jersey
My Commission Expires 07/27/2027

County of: Camden

Municipality of: Barrington

(Seal)

D. Commercial Driver's License Compliance.

Contractor's Statement of Compliance: Due to the nature of the work which this Contractor may perform for Upper Merion Township, the Contractor must use employees who perform safety sensitive functions for which a Commercial Driver's License *(CDL)* is typically required. Under federal Department of Transportation regulations *(49 CFR Parts 40 and 382)*, the Contractor is responsible for implementing a drug and alcohol testing program for these employees. Prior to being awarded any contract by Upper Merion Township, and every six months thereafter of the contract, this Contractor must certify its compliance with these regulations to Upper Merion Township by signing the form below.

This certifies that on 5/18/2026 (Date) 2026, SJ FUEL SOUTH CO INC. (Firm Name)
did provide Upper Merion Township with the following information attesting to the Contractor's current participation in a qualified drug and alcohol testing program.

Testing Program:

Program Contact Person: DAVID DEGIDIO

Address: 208 WHITE HORSE PIKE
STE 4 BARRINGTON NJ 08007

Phone Number: 856-546-6100

Contractor's Signature

E. Public Works Employment Verification Form

Date: 5/15/26

Organization Name:

Address: 208 WHITE HORSE PIKE

City: BARRINGTON State: NJ Zip Code: 08007

Check one:

☒ Contractor ☐ Subcontractor

Contracting Public Body: Upper Merion Township

Contract/Bid No.: 2026 - 2027 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

Description: 2026-2027 Montgomery County Consortium Fuel Contract

Location: Montgomery County, PA

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

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

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

Authorized Representative Signature

#	Items	EstimatedGallons	Total Cost PhiladelphiaC	Petroleum Traders Corporation $8,666,147.99 BidderMarg	UnitPriceDelive	TotalPrice	Ports Petroleum $8,252,186.82 BidderMar	UnitPriceDelive	TotalPrice	Riggins, Inc $8,438,834.87 BidderMarg	UnitPriceDelive	TotalPrice	SJ Fuel South Co., Inc. $8,247,371.31 BidderMar	UnitPriceDelive	TotalPrice
Bunker Totals					1140.89	$8,666,147.99		1090.16	$8,252,186.82		1112.28	$8,438,834.87		1089.49	$8,247,371.31
#1-1	Regular Ur	790700	299.64	15.31	314.95	$2,490,309.65	0.24	299.88	$2,371,151.16	9.55	309.19	$2,444,765.33	0.08	299.72	**$2,369,886.04**
#1-2	Super Unle	501000	345.91	9.1	355.01	$1,778,600.10	0.28	346.19	$1,734,411.90	1.8	347.71	$1,742,027.10	0	345.91	**$1,733,009.10**
#1-3	B2 Diesel	933735	443.78	27.15	470.93	$4,397,238.24	0.31	444.09	$4,146,623.76	11.6	455.38	$4,252,042.44	0.08	443.86	**$4,144,476.17**

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #08

SUBJECT:	Authorization to Advertise for Bids for Leaf and Yard Waste Collection and Disposal
MEETING DATE:	July 13, 2026
BOARD LIAISON:	Tanya C. Bamford, Chair
INITIATED BY:	Carolyn McCreary, Township Manager

BACKGROUND:

A condition of eligibility for funding under DEP's 904 Recycling Performance Grant Program is that the Township provide a separate collection of Leaf and Yard Waste, consisting of leaves, shrubbery, tree trimmings, and other similar materials, with disposal at a composting facility. The regulations specifically require that the Township provide for a curbside pick-up of bagged leaf and yard waste at least twice per year in the spring and fall, and provide for a drop-off and disposal of leaf and yard waste at least once per month.

From November 1, 2025, through October 31, 2026, the Township has contracted with J.P. Mascaro to provide a one-day curbside leaf and yard waste collection in November/December and another in April. In addition, J.P. Mascaro provides a 40-yard container at William F. Maule Park at Windlestrae on the third Saturday of each month for residents to drop off leaf and yard waste. The materials collected are disposed at the J.P. Mascaro Compost Facility (DEP approved compost facility) via a contract with the Northern Montgomery County Recycling Commission (NMCRC).

The current contract with J.P. Mascaro expires on 10/31/2026. Last year, the Board chose the one-year option at a cost of $46,250. With the contract expiring on October 31st, the Township will need to solicit bids for a new contract to start on November 1, 2026. We want to lock in our Fall curbside collection date as soon as possible, so we are bidding on the project now.

RECOMMENDATION:

Authorize the Township Manager to advertise for bids for Residential Leaf and Yard Waste Collection and Disposal.

MOTION/RESOLUTION:

Motion to authorize the advertisement for Bids for Residential Leaf and Yard Waste Collection and Disposal, to provide for a twice-per-year curbside pick-up of bagged leaf and yard waste in the spring and fall, and for a drop-off and disposal of leaf and yard waste once every month.

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 #09

SUBJECT: Approve the Purchase of a Storage Shed for the Public Works Department

MEETING DATE: July 13, 2026

BOARD LIAISON: Eric Pelletier

INITIATED BY: Greg Reiff, Director of Public Works

BACKGROUND:

A new storage shed at William F. Maule Park at Windlestrae is necessary to support Montgomery Township's growing number of community events and programs held at this flagship park. The shed would provide a secure and convenient location for storing event-related materials, decorations, supplies, signage, tables, chairs, and other equipment that are currently housed at the Public Works facility. With the Public Works Department operating at full storage capacity, there is limited space available for additional event-related inventory. Locating a storage shed at William F. Maule Park would improve operational efficiency by reducing transportation time and labor associated with event setup and teardown, allowing staff to better prepare for and support Township events. The proposed shed would enhance event operations, protect Township-owned assets from damage and deterioration, and provide a practical long-term solution to the Township's storage needs.

Attached is a quote dated 6/25/26 from Country Tyme Sheds for a total cost of $11,965.00.

BUDGET IMPACT:

A total of $15,000.00 has been included in the 2026 Capital Investment Plan to purchase a storage shed for the Public Works Department.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the purchase of a storage shed for the Public Works Department from Country Tyme Sheds.

MOTION/RESOLUTION:

Motion to approve the purchase of a storage shed for the Public Works Department from Country Tyme Sheds for a total cost of $11,956.00 per their quote dated 6/25/26.

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

Location: _____

Off Lot

Country Tyme Sheds

847 Bethlehem Pike • Colmar, PA 18915
Phone: 267-477-1145

How did you hear about us: Radio Internet Drive By Referral Other _____

Name: Montgomery Township | Date: 6-25-26

Address: 1165 Kenas Road | Phone:

City: North Wales State: Pa Zip: 19454 | Cell: 267-549-8034

E-mail: | Work: Scott

Shed Gazebo Pergola Pavilion Swing Set Chicken Coop Dog Kennel Run In

(Painted Tough Shed) Vinyl Board & Batten | Keystone (Backyard) Elite New England Garden

Size: 12' x 18'	Base Price	$6,712.00
Style: Dutch	Shutter Color: 3-Slat Z Louvered Raised Panel	
Color: dark grey	Window Color: White Brown ~~Standard 18x27~~ ~~18x36~~ 24x27 24x36	
Trim: White	Vents: (Standard Aluminum) Garden Ridge	
Roof: black metal	Options: Build on Site	
Door Color: black / Trim On Door Color / Trim Around Door Color	paint upgrade (max height) Trim Package	$400.00
Notes:	higher walls (min 7')	$670.00
	Garage door	$1,500.00
	metal door (black)	$1,000.00
	black metal roof	$1,512.00
	ridge vent	$162.00
	(Same Size As Shed) Stone Prep Only Stone & Border	
	Pad Up-charge: _____ add to balance.	

Do you have a fence? Yes No

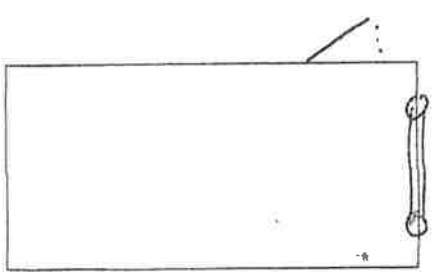
If site is not accessible to our truck and we must return with shipment, additional costs will be charged. We are going on your property at your request, therefore we do not accept responsibility for damage that might occur. Customer is responsible for removing fence, trimming trees and bushes, total access to pad site, township permits, etc.

I understand that if my ground is more than six inches out of level, extra charges will be applied.

X _____

Cancellation Policy
$50.00 fee within 3 days
No refund after 3 days

Loft Height: High / Low /



Deposit Paid By:
Cash – Visa – MC
Check # _____

Balance Paid By:
Cash – Visa – MC
Check # _____

Sign:

Delivery	
Subtotal	$11956.00
Sales Tax	excempt
Total	$11,956.00
Deposit	
Balance	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #10

SUBJECT:	Approve the Purchase of new LED Lighting Fixtures to be installed (in-house) on the Parking Lot Lights at the Route 309, Knapp Road/Dog Park Park-N-Rides, and William F. Maule Park at Windlestrae
MEETING DATE:	July 13, 2026
BOARD LIAISON:	Eric Pelletier
INITIATED BY:	Greg Reiff, Director of Public Works

BACKGROUND:

Changing existing incandescent parking lot lighting fixtures to LED lighting fixtures provides Montgomery Township with a cost-effective solution to improve lighting performance while reducing energy and maintenance costs. LED technology offers a longer service life, lower energy consumption, and more reliable operation than traditional incandescent fixtures. Improved light output enhances visibility and safety for residents, visitors, and employees, while reducing the frequency of lamp replacements and associated maintenance expenses.

Attached is a quote dated June 18, 2026, from City Electric Supply Company, an authorized vendor under the CoStars (Contract #008-E26-1692) Purchasing Program for a total cost of $8,100.00.

BUDGET IMPACT:

A total of $16,869.00 has been included in the 2026 Capital Investment Plan for the purchase of the LED Lighting Fixtures.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve the purchase of the LED Lighting Fixtures installed (in-house) on the parking lot lights at the Route 309, Knapp Road/Dog Park Park-N-Rides, and William F. Maule Park at Windlestrae.

MOTION/RESOLUTION:

Motion to approve the purchase of the LED Lighting Fixtures from City Electric Supply Company, an authorized vendor under the CoStars (Contract #008-E26-1692) Purchasing Program for a total cost of $8,100.00 per their quote dated June 18, 2026.

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



CITY ELECTRIC SUPPLY COMPANY
MONTGOMERY TOWNSHIP
1001 STUMP RD
MONTGOMERYVILLE, PA
18936
Phone: 2153936900
Fax: 215-855-4896

C.E.S. (Montgomeryville PA)
120 Domorah Dr., Montgomeryville, PA,
18936.

Phone: 267-647-9880
Fax: 267-462-4721
Email: Montgomeryville0619@cityelectricsupply.com

QUOTATION

MGV/013855

Valid From: 18 Jun 2026
Valid Until: 31 Jul 2026

Entered by: Gene Coppola
Sales Rep: John Fiori

Account No.: 06190013001
Order Number: PARKS

Qty	Item	Description	$ Price Per	$ Goods
45	KT-ALED140PS-M2-OSB-PMA-8CSB-VDIM-P	140W Power Select Color Select Led Area	220.00 E	9900.00
45		PECO REBATE|REBATE PROGRAM	-40.00 E	-1800.00

PA COSTARS # 008-E26-1692

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Gene Coppola

(QUOTE ONLY. NOT A RECEIPT) Goods Total: $8100.00

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.
Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.
Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer return goods policy.
E&OE

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #11

SUBJECT:	Ratification of Real Estate Tax Appeal Settlement – 739 Bethlehem Pike
MEETING DATE:	July 13, 2026
BOARD LIAISON:	
INITIATED BY:	Blaine Bergey, Director of Finance

BACKGROUND:

The property at issue is situated on 1.07 acres, is identified as Parcel #46-00-00181-00-7, with an address of 739 Bethlehem Pike, Montgomery Township, and is owned by National Retail Properties Trust ("the Taxpayer"). This property is improved with a car was.

The School District filed an appeal for the property tax for the 2024 tax year. The assessed value of 739 Bethlehem Pike is $537,470.00. Based upon the applicable Common Level Ratio, the current implied market value for the property is $1,514,000.00 for tax year 2024 (CLR of 35.5%); $1,633,647.42 for tax year 2025 (CLR of 32.9%); and $1,747,301.69 for tax year 2026 (CLR of 30.76%). On October 23, 2023, after the School District presented evidence, the Board of Assessment Appeals ("BOAA") issued a "Notice of No Change in Assessment." The School District thereafter filed an appeal with the Court of Common Pleas.

BUDGET IMPACT:

The proposed settlement negotiated between the School District and the Taxpayer is a fair market value of $2,100,000.00 for tax year 2024. Applying the applicable Common Level Ratio, the assessed value would become $745,500.00, resulting in an increase of the assessed value of $465,570.00 for 2024.

The fair market value for 2025 would become $2,100,000.00. Applying the applicable Common Level Ratio, the assessed value would become $690,900.00, resulting in an increase of the assessed value of $124,490.00 for 2025.

The fair market value for 2026 would become $2,100,000.00. Applying the applicable Common Level Ratio, the assessed value would become $645,960.00, resulting in an increase of the assessed value of $79,550.00 for 2026.

The proposed settlement has been negotiated between the Taxpayer and the School District in an effort to avoid litigation. Based on the proposed settlement, should the Township agree to the settlement, the Taxpayer will owe an additional $2,048.21 for the 2024-2026 tax years. Additionally, the assessed value of the property will increase by $79,550.00 for tax year 2026.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

RECOMMENDATION:

The Solicitor's office has reviewed the proposed settlement and recommends the Board of Supervisors approve the settlement.

MOTION/RESOLUTION:

Motion to approve the stipulated settlement for 739 Bethlehem Pike and authorize the Township Solicitor to execute the document on behalf of the Township.

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

MONTGOMERY COUNTY COURT OF COMMON PLEAS

NORTH PENN SCHOOL DISTRICT	Docket No. 2023-25421
vs.	Assessment Appeal
MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS	Property Location: 739 Bethlehem Pike
	Tax Parcel No.: 46-00-00181-00-7

ORDER

AND NOW, this _____ day of _____ 2026, it is hereby ORDERED and DECREED that the terms and conditions of the attached Stipulation to Settle are accepted, adopted and incorporated herein, as terms and conditions of a binding Court Order.

IT IS FURTHER Ordered and Decreed that the Montgomery County Board of Assessment Appeals shall make the appropriate increases in assessments as agreed to in the attached Stipulation to Settle, that the taxpayer shall remit payments described in the attached Stipulation to Settle, and that the Prothonotary shall mark the above-captioned action "Settled, Discontinued and Ended."

BY THE COURT:

_____

J.

Copies of the above Order mailed on _____ to:
Alexander M. Glassman, Esquire
Andrew W. Hood, Esquire
James Gallagher, Esquire
Samantha Magee, Esquire
Brian O. Phillips, Esquire
Court Administration – Civil

_____
Judicial Secretary

4926-1477-4952, v. 1

Document Ref: NAB3Q-JXGWE-QBLZ4-I5GJ9

Clarke Gallagher Barbiero Amuso & Glassman Law
BY: Alexander M. Glassman, Esquire
Attorney I.D. No. 314530
1301 Virginia Drive, Suite 405
Fort Washington, PA 19034
215.633.1890

Attorney for Appellant
North Penn School District

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

NORTH PENN SCHOOL DISTRICT	Docket No. 2023-25421
vs.	Assessment Appeal
MONTGOMERY COUNTY BOARD OF ASSESSMENT APPEALS	Property Location: 739 Bethlehem Pike
	Tax Parcel No.: 46-00-00181-00-7

SETTLEMENT STIPULATION

Parties

1. Appellant is the North Penn School District.

2. Appellee is Montgomery County Board of Assessment Appeals, Montgomery County, Montgomery Township and National Retail Properties Trust ("Property Owner".)

Property

4. The Property, which consists of approximately 1.077 acres is located on 739 Bethlehem Pike within Montgomery Township and is further identified as Tax Parcel No. 46-00-00181-00-7 ("Property").

5. The Property's assessment at the time of the board of assessment appeal was $537,540.

Appeal

6. In 2023, the District filed an assessment appeal with the Board of Assessment Appeals challenging the Property's amount of $537,470 for the taxable year beginning January 1, 2024.

Document Ref: NAB3Q-JXGWE-QBLZ4-I5GJ9

7. On October 23, 2023, after conducting a hearing on the Appeal, the Board issued a "Notice of No Change in Assessment" determination.

8. On November 17, 2023, the District appealed to this Court from the Board's "Notice of No Change in Assessment" determination.

Settlement Terms

9. Based upon the risks and costs of litigation, the parties have decided it is in their best interests to settle this matter based upon the terms and conditions set forth in this Stipulation.

10. Accordingly, the parties, intending to be legally bound, and to bind their respective clients, agree to the following settlement terms:

2024 Assessment: Effective January 1, 2024 for County and Township tax years, the assessment on the Property shall be **increased** from its assessment of $279,930 to $745,500. Applying the County's 2024 common level ratio of .355 this assessment results in an indicated market value of $2,100,000.

2024 Assessment: Effective July 1, 2024 for the School District tax year, the assessment on the Property shall be **increased** from its assessment of $566,410 to $745,500. Applying the County's 2024 common level ratio of .355 this assessment results in an indicated market value of $2,100,000.

2025 Assessment: Effective January 1, 2025 for County and Township tax years and July 1, 2025 for the School District tax year, the assessment on the Property shall be **increased** from its assessment of $566,410 to $690,900. Applying the County's 2025 common level ratio of .329 this assessment results in an indicated market value of $2,100,000.

2026 Assessment: Effective January 1, 2026 for County and Township tax years and July 1, 2026 for the School District tax year, the assessment on the Property shall be **increased** from its assessment of $566,410 to $645,960. Applying the County's 2026 common level ratio of .3076 this assessment results in an indicated market value of $2,100,000.

11. The Property's assessment shall remain at $645,960 for each subsequent tax year after 2026, and tax bills will be issued in accordance with this assessment, until a change as otherwise permitted by Pennsylvania law has been made.

12. Based upon the assessments established in this Stipulation, the Property Owner owes the taxing authorities the following overpayment amounts.

Document Ref: NAB3Q-JXGWE-QBLZ4-I5GJ9

NORTH PENN SCHOOL DISTRICT

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2024	566,410	745,500	179,090	.0309667	$5,545.83
2025	566,410	690,900	124,490	.032204	$4,009.07
				Total	**$9,554.90**

MONTGOMERY COUNTY

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2024	279,930	745,500	465,570	0.004788	$2,229.15
2025	566,410	690,900	124,490	.005252	$653.82
2026	566,410	645,960	79,550	.005462	$434.50
				Total	**$3,317.47**

MONTGOMERY COUNTY COMMUNITY COLLEGE (MCCC)

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2024	279,930	745,500	465,570	.00039	$181.57
2025	566,410	690,900	124,490	.00039	$48.55
2026	566,410	645,960	79,550	.00049	$38.98
				Total	**$269.10**

MONTGOMERY TOWNSHIP

Tax Year	Old Assessment	New Assessment	Increase	Millage Rate	Amounts Owing
2024	279,930	745,500	465,570	.00294	$1,368.78
2025	566,410	690,900	124,490	.00294	$366.00
2026	566,410	645,960	79,550	.00394	$313.43
				Total	**$2,048.21**

13. These calculations are subject to verification by the tax collector and/or treasurers of each taxing authority.

14. That based on the increase in assessments established by this Stipulation and Order of Settlement, all counsel agree that the Taxing Authorities are entitled to receive underpayments from the Taxpayer.

15. The Parties hereto agree that upon approval of the Settlement Stipulation by the Court, Montgomery County, Montgomery County Community College, the North Penn School District and Montgomery Township shall issue tax bills to Property Owner for the underpayment of taxes for tax years 2024 and 2025 within thirty (30) days of the Court's approval of this Settlement Stipulation. Said tax bills shall be issued with new discount, flat/face and penalty periods within which to pay the tax underpayments due and owing.

16. That upon Court approval of this Stipulation and Order of Settlement, the Taxing Authorities shall forward bills to the Taxpayer for the amount of underpayments as set forth in this Stipulation.

17. This Stipulation contains the statement of each and every term and provision agreed to by all parties. No other promises, representations or other inducements, oral or written, have been made to any of the other parties in exchange for this Stipulation.

18. The attorneys entering into this Stipulation represent that they and their clients have full authority to enter into this Stipulation and they have been authorized by their clients to enter into this Stipulation.

19. This Stipulation may be executed in one or more counterparts and by facsimile or electronic mail, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.

20. Each party shall bear its own costs as incurred.

21. This Stipulation shall be binding upon, and inures to the benefit of the undersigned, their clients, successors, grantees, heirs and assigns.

***

[Signatures on Next Page]

Document Ref: NAB3Q-JXGWE-QBLZ4-I5GJ9

Juliane Ranic

President of the North Penn School District

SAMANTHA MAGEE, ESQUIRE
Attorney for Montgomery County
Board of Assessment Appeals

ANDREW W. HOOD, ESQUIRE
Attorney for Property Owner

JAMES GALLAGHER, ESQUIRE
Attorney for Montgomery Township

BRIAN O. PHILLIPS, ESQUIRE
Attorney for Montgomery County

4926-1477-4952, v. 1

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD INFORMATION SUMMARY

Item #12

SUBJECT:	Update on Year-to-Date Financial Activity
MEETING DATE:	July 13, 2026
BOARD LIAISON:	Audrey R. Ware-Jones, Finance Committee
INITIATED BY:	Blaine Bergey, Finance Director

BACKGROUND:

Blaine Bergey, Finance Director, will make a presentation at the meeting, providing the Board of Supervisors and the public with an overview of how the Township's revenues and expenditures through 06/30 relate to the budget and to 2025 at this same time.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD ACTION SUMMARY

Item #13

SUBJECT:	Review and Authorization to Advertise Responsible Contractors Ordinance
MEETING DATE:	July 13, 2026
BOARD LIAISON:	Tanya C. Bamford, Chairwoman
INITIATED BY:	Carolyn McCreary, Township Manager

BACKGROUND:

Included in your packet this evening is an ordinance that, if adopted, would establish a new chapter of the Township Code that would outline procedures related to the solicitation and award of **public contracts** valued at $250,000.00 or more.

It includes certification requirements for public contractors, certification requirements for public subcontractors, and describes the application and review procedures.

If the Board has no proposed changes, they may authorize its advertisement, and it would be placed on the August 10 agenda for consideration to adopt the ordinance.

PROPOSED MOTION:

Motion to authorize the advertisement of Ordinance No. 26-361, establishing a new chapter of the Township Code that would describe procedures related to the solicitation and award of public contracts valued at $250,000.00 or more.

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

MONTGOMERY TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. 26-361

AN ORDINANCE OF MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA ESTABLISHING A NEW CHAPTER 6 OF THE TOWNSHIP CODE ENTITLED "AWARD OF PUBLIC CONTRACTS" PROVIDING FOR THE PROCEDURES RELATED TO THE SOLICITATION AND AWARD OF PUBLIC CONTRACTS WITHIN THE TOWNSHIP; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR PUBLIC CONTRACTORS; PROVIDING FOR CERTIFICATION REQUIREMENTS FOR SUBCONTRACTORS ON PUBLIC CONTRACTS; AND PROVIDING FOR PUBLIC CONTRACT APPLICATION AND REVIEW PROCEDURES

WHEREAS, the Pennsylvania Second Class Township Code authorizes the Board of Supervisors of Montgomery Township ("Board") to make, amend, and adopt ordinances that are consistent with the constitution and laws of the Commonwealth when necessary for the proper management, care and control of Montgomery Township ("Township") and the maintenance of peace, good government, health and welfare of the Township and its citizens;

WHEREAS, the Township is duly empowered to enact certain laws needed to protect its proprietary and financial interests relating to major capital investments it makes in public works contracts, and to protect the public health, safety and welfare of its residents;

WHEREAS, the Township has significant concerns regarding the challenges it faces in planning and executing public works construction and maintenance projects, especially those relating to its ability to ensure the use of qualified contractors and subcontractors and adequate numbers of skilled craft personnel who have industry-recognized training in the respective trades needed for public works projects;

WHEREAS, the Pennsylvania Second Class Township Code establishes competitive bidding requirements that require most public works contracts be awarded to the lowest "*responsible*" bidder;

WHEREAS, notwithstanding the importance of the "responsible" bidder requirement, there is very limited guidance for defining the term "*responsible*" in relevant statutes, regulations or case law, and, therefore, prudent procurement and contracting policy dictates that this term should be more specifically defined; and in doing so, available guidance regarding the general meaning of the "responsible" contractor term should be followed, which typically relates to the technical qualifications and other capabilities relating to a contractor's ability to successful delivery public works projects;

WHEREAS, many states and local jurisdictions in the U.S. face critical contracting needs now and in the future, including those for public works and infrastructure projects, that will require

significant efforts to plan, manage and oversee major capital investments in both the short and long term;

WHEREAS, in undertaking its infrastructure and other public works projects, Montgomery Township seeks to utilize reliable and efficient procurement procedures that will help ensure that its such projects are delivered with reasonable certainty, in a safe, timely manner, and in accordance with contract specifications and applicable industry codes at the lowest overall cost and best value; and

WHEREAS, securing successful delivery of projects in the construction industry is particularly difficult due to the unique, complex, unpredictable and inherently dangerous nature of the industry, wherein errors in project planning or execution can result in serious health and safety risks to project workers and/or the general public, significant and avoidable cost overruns, flawed or inferior projects, and disruptions in performance schedules that delay the availability and use of critical government facilities;

WHEREAS, to protect its financial and proprietary interests in these projects, and to offset performance risks inherent to public works contracting, the Township must utilize efficient procurement procedures that adequately protect and promote these interests, including clearly defined, pre-established evaluation criteria to address the unique challenges of capital construction and to result in the selection of qualified, reputable contractors and subcontractors that are committed to the Township's goals of safe, timely, cost-effective project delivery;

WHEREAS, to establish efficient procurement procedures, Montgomery Township specifically seeks to require that its public works contracts are to be performed by qualified "responsible" contractors and subcontractors that meet essential performance criteria, including: (a) satisfactory records of past performance, including compliance with applicable laws and industry regulations; and (b) adequate present performance capabilities, including contractor and subcontractor competency and availability of skilled craft personnel;

WHEREAS, effective contracting procedure must recognize and address unique challenges relating to procurement in the construction industry;

WHEREAS, due to acute labor shortages in construction craft personnel, leading construction industry groups, including trade associations representing project owners, have repeatedly issued strong recommendations to parties purchasing construction services for large capital projects that they should adopt a pre-qualification standard that requires contractors and subcontractors to prove their participation in craft labor training programs in order to bid or perform work on projects;

WHEREAS, Montgomery Township desires to protect its financial and proprietary interests in capital projects by ensuring that contracting firms provide skill training to construction craft personnel and have an adequate supply of trained, skilled construction workers to perform their projects;

WHEREAS, in seeking to ensure the adequate development of trained, skilled personnel for the construction industry, as well as other industries, the United States Congress passed the

Fitzgerald Act, Pub. L. No. 75-308, 50 Stat. 664, which created a system in which workers could be properly trained in construction skills and safety procedures through organized, formally registered apprenticeship training programs that meet established quality, safety and performance standards, and such programs are approved and monitored by the U.S. Department of Labor and state labor agencies, including the Pennsylvania State Apprenticeship Council; and

WHEREAS, research from both government and industry underscores the benefits of and the need for expanding the use of apprenticeship training across the economy, especially in construction, as a means for promoting skills training to address current and future workforce development needs;

WHEREAS, given the normal challenges concerning skill supply on capital construction projects, growing awareness of the value and benefits of apprenticeship training, and growing concerns over severe skill shortages, numerous states and local jurisdictions have passed procurement laws requiring contractors on public works to participate official apprenticeship programs approved by federal or state government;

WHEREAS, numerous construction industry organizations, as well as notable public policy groups, support apprenticeship as an effective means for providing craft labor personnel with essential training and skills, while providing them with valuable employment opportunities;

WHEREAS, local jurisdictions seeking to protect substantial financial and proprietary interests have the right to enact contracting and procurement legislation and/or to impose contract bid specifications designed to ensure the qualifications and performance capabilities of prospective contractors and subcontractors and their employees, including apprenticeship training requirements and other craft labor qualifications;

WHEREAS, Montgomery Township finds that apprenticeship training programs which are registered with and approved by federal or state agencies, and maintained in accordance with regulations issued pursuant to the Fitzgerald Act, provide the most reliable means for securing a reliable supply of qualified craft labor for capital projects, and further recognizes that essential levels of construction quality, safety and cost-efficiency on its public works projects will be better achieved by requiring the use of contractors and subcontractors that participate in bona fide apprenticeship programs with a proven record of graduating apprentices and providing effective skill training in the construction industry;

WHEREAS, Montgomery Township wishes to revise its procurement standards for public works construction to address these findings and considerations, limit project delivery risks and protect its financial and proprietary interests, and better ensure efficient procurement and successful delivery of these projects;

WHEREAS, Montgomery Township is committed to addressing the challenges it faces relating to public works projects by enacting necessary and appropriate procurement legislation to protect its proprietary and financials interests and create adequate safeguards to fully ensure the successful delivery of such projects to the greatest extent possible.

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

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, as follows:

SECTION I: Code Amendment. A new Chapter 6, entitled "Award of Public Contracts" is hereby established to provide as follows:

CHAPTER 6 AWARD OF PUBLIC CONTRACTS

§6-1. Purpose

A. Montgomery Township recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform such contracts in a timely, reliable and cost-effective manner.

B. To effectuate the purpose of selecting responsible contractors for these public contracts and to protect the Township's investments in such contracts, prospective contractors and sub-contractors should be required to meet pre-established, clearly defined, minimum qualification standards regarding past project performance in terms of competency, safety and law compliance, technical abilities, experience, and adequacy of resources.

C. Further, due to the critical impact that skilled craft labor has on the execution of public works projects, and the increasingly limited availability of such labor, it is necessary to require contractors and subcontractors to participate in proven apprenticeship training programs as a condition of bidding to promote successful project delivery and help ensure future workforce development.

D. Therefore, Montgomery Township shall require compliance with the provisions of this chapter by business entities seeking to provide services as specified herein. The requirements of this chapter are intended to supplement, not replace, existing contractor qualification standards or other criteria currently required by Montgomery Township. However, in the event that this ordinance conflicts with any law, public policy or contracting documents of Montgomery Township, the requirements of this chapter shall prevail.

§6-2. Responsible Contractor Requirements

A. This ordinance shall apply to public works projects undertaken by Montgomery Township for construction, demolition, alteration, renovation, modernization, service or maintenance of b buildings, structures or facilities valued at Two Hundred Fifty Thousand Dollars ($250,000.00) or more. All contractors and subcontractors of any tier that perform work on

such projects, regardless of value of individual contract or subcontract packages shall meet the requirements of this ordinance.

B. All firms engaged in public works contracts subject to this ordinance, including general contractors, construction managers, other lead or prime contractors, and subcontractors at any level, shall be qualified, responsible contracting firms that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding or otherwise participating in public works contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.

§6-3. Contractor Responsibility Certifications

A. As a condition of performing work on a public works contract subject to this chapter, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification as specified herein.

B. The Contractor Responsibility Certification shall be completed on a form provided by the Township and reference the project for which a bid is being submitted by name and contract or project number.

C. In the Contractor Responsibility Certification the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

(1) The firm and its employees have all licenses, registrations, certificates or other credentials required by federal and state law and the laws of Montgomery Township with respect to the contract work it seeks to self-perform.

(2) The firm meets the bonding requirements for the contract required by law or contract specifications, as well as applicable insurance requirements for the contract, including general liability, workers compensation and unemployment insurance.

(3) The firm has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.

(4) The firm has not defaulted on any project in the past three years.

(5) The firm has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three years.

(6) The firm and its principals/owners have not been convicted of any crime relating to its contracting business in the past ten years.

(7) Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited, to licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where

the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of $5,000) or more.

(8) The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement and shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training, or shall use qualified subcontractors to meet this requirement.

(9) The firm will pay all craft employees on the project, at a minimum, the applicable wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with Pennsylvania's Prevailing Wage Act. These wages shall also be paid to employees performing any custom fabrication work for the project. For purposes of this subsection, custom fabrication shall mean the fabrication, assembly modification or other production of non-standard goods, or materials, including components, fixtures, or parts thereof, that are fabricated assembled or modified offsite, but produced specifically for a project covered by this chapter. This requirement shall include, but not be limited to, custom fabrication for electrical, plumbing, mechanical, refrigeration, heating, cooling, ventilation, sheet metal or other duct systems, mechanical insulation, ornamental iron work or boiler systems. Fabrication shall also include the fabrication, assembly or other production of components or structures prefabricated to specifications for a particular project covered by this chapter.

(10) The firm will ensure that all craft labor it employs on the project will have completed, prior to working on the project the OSHA 10-hour training course for safety established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor.

(11) The firm participates in a Class A Apprenticeship Training Program, as defined below, for each separate trade or classification in which it employs craft employees.

(a) For purposes of this section, a Class A Apprenticeship Program is an apprenticeship program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years. This may be an apprenticeship program subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), or a non-ERISA program.

(b) To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed.

(c) The requirements of this section and Section 3.C(12) of this Chapter help ensure that the bulk of the craft labor workforce employed on the project will have sufficent skills and training to correctly perform work assigned to them.

(12) The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journeyperson workers who have successfully completed a Class A Apprenticeship Program as defined in Section 3.C(10) of this chapter or apprentices registered in such programs. The apprenticeship participation of specified by this section must be in the same trade or craft for which the workers are employed on the project. To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all qualified workers and proof from either the Commonwealth of Pennsylvania or the US Department of Labor of graduation from or enrollment in a Class A Apprenticeship Program.

(13) The firm shall assign craft labor personnel only work in the craft or trade in which they are employed.

(14) The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors

(15) The firm shall notify the Township within seven days of any material changes in its operation that relate to any matter attested to in this certification.

(16) The person executing the certification on behalf of the firm has knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

(17) The firm agrees to waive all claims and indemnify the Township because of the Township's refusal to accept a bid due to a missing, incomplete, or vague certification responses or the firm's failure or inability to provide such certification.

D. Execution of the Contractor Responsibility Certification required by this chapter shall not establish a presumption of contractor responsibility, and the Township may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. The Township may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.

E. The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in Section 6-5 of this chapter.

F. If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.

G. If a firm fails to provide a Contractor Responsibility Certification required by this section, it shall be disqualified from bidding. No action of any nature shall lie against the Township because of the Township's refusal to accept a bid due to a missing, incomplete, or vague certification responses or the firm's failure or inability to provide such certification.

§6-4. Notice of Intent to Award Contract

A. After it has received bids for a project, the Township shall issue a Notice of Intent to Award Contract to the firm that has submitted the lowest responsive bid.

B. Such Notice shall be issued immediately or as soon as practicable after bids are opened and shall stipulate that the contract award is conditioned on the issuance of a written Contractor Responsibility Determination for the firm as required by Section 6 of this chapter, compliance with Subcontractor Certifications required by Section 5 of this chapter, and any other qualification standards required by the Township.

§6-5. Subcontractor Responsibility Requirements

A. Within fourteen (14) days of receiving a Notice of Intent to Award Contract, the prospective awardee shall submit a Subcontractor List, which provides the name and address of the subcontractors it will use on the project, the scope of work assigned to each subcontractor, and Subcontractor Responsibility Certifications as required by this section.

B. The prospective awardee shall not be permitted to use a subcontractor on any work performed for the Township unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of Section 5.

C. At the time a prospective awardee submits the Subcontractor List it shall also submit Subcontractor Responsibility Certifications and applicable supporting information for all listed subcontractors to the Township.

D. A prospective awardee shall determine whether any firm on its Subcontractor List is organized as a sole proprietership owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the prospectivee awardee shall ensure that the sole proprietership subcontractor is a legimate business entity and not a misclassified employee by requiring the subcontractor to supplement its Subcontractor Certificaiton with its Employer Identification Number and copies of any license, certificate or registration it is required to maintain in to do business in the state in which it is located.

E. Subcontractor Responsibility Certifications shall be executed by the respective subcontractors on forms prepared by the Township and contain the same information, representations and supporting information required in Contractor Responsibility Certifications, including verification of apprenticeship qualifications required by Section 3.C(11) for each trade or classification of craft workers it will employ on the project.

F. Subcontractor Responsibility Certifications shall be executed by a person having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

G. A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from the Township and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.

H. In the event that the Township determines that a subcontractor fails to meet the requirements of this chapter or is otherwise determined to be non-responsible, it may, after informing the prospective awardee, exercise one of the following options:

(a) Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this section, upon submission of a completed Subcontractor Certification for the substitute and approval of the substitute by the Township;

(b) Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or

(c) Disqualify the prospective awardee.

(d) In the event a subcontractor is disqualified under this chapter, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of claim against the Township on the basis of a subcontractor disqualification.

§6-6. Contractor Responsibility Review and Determination

A. After the Township has issued a Notice of Intent to Award Contract to the lowest responsive bidder, it shall undertake a contractor responsibility review process to determine whether the firm is a qualified, responsible firm in accordance with the requirements of this chapter and other applicable laws and regulations. The time frame for conducting this review process shall be as determined by the Township.

B. As part of the review process, the Township shall ensure that the Contractor Responsibility Certification and Subcontractor Responsibility Certifications and applicable supporting information comply with the requirements of this chapter.

C. The Township may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities

necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the Township may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

D. After the Township determines that all responsibility certifications have been properly executed and has verified that all other relevant information requested for reviews indicates that the prospective awardee and its subcontractors are qualified, responsible firms, it shall issue a written Contractor Responsibility Determination for the prospective awardee.

E. In the event a firm is determined to be non-responsible, the Township shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A Contractor Responsibility Determination may be revoked at any time if the Township obtains relevant information warranting any such revocations.

§6-7. Execution of Final Contract

(a) A contract subject to this chapter shall not be executed until all requirements of this chapter have been fulfilled and until a Contractor Responsibility Determination has been issued by the Township pursuant to Section 6-6.

(b) Prior to the execution of a final contract under this Section, the Township shall arrange for the public posting of the Notice of Intent to Award, Contractor and Subcontractor Responsibility Certifications, Subcontractor Lists, related supporting documentation and the Contractor Responsibility Determination on a publicly available website for public inspection for a period of ten (10) calendar days after the issuance of the Contractor Responsibility Determination.

§6-8. False, Incomplete or Misleading Responsibility Certifications

If the Township determines that a Contractor Certification, Subcontractor List or Subcontractor Responsibility Certification contains false or misleading information that was provided knowingly or with reckless disregard for the truth, omits material information knowingly or with reckless disregard of the truth, or the firm's operations change after certification so that the firm would no longer qualify and no notice was provide to the Township, then the firm for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for the Township for a period of three years. The Township may withhold payment of any monies due to the firm as damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

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

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

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

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

ORDAINED AND ENACTED by the Board of Supervisors of Montgomery Township, Montgomery County, Pennsylvania, this day of , 2026.

ATTEST:

MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS

By:_____
Carolyn McCreary, Township Secretary

By:_____
Tanya C. Bamford, Chair of the
Montgomery Township Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS

BOARD INFORMATION SUMMARY

Item #14

SUBJECT:	Discussion of Proposed Legislation – Local Services Tax
MEETING DATE:	July 13, 2026
BOARD LIAISON:	Audrey R. Ware-Jones, Finance Committee
INITIATED BY:	Carolyn McCreary, Township Manager

BACKGROUND:

The Local Services Tax (LST) was enacted in 2004 at a rate up to $52/year. The tax is collected as a payroll withholding.

LST funds must be used by a municipality for emergency services, which include:

- Emergency medical services (EMS)
- Police services
- Fire services
- Road construction and maintenance

A municipality is required to use at least 25 percent of LST revenue collected for police, fire and emergency medical services.

House Bill 2488 would increase the annual rate up to $156/year. With a $15,600 exemption. The current law has an exemption of $12,000.

It is important to note that this tax is collected as a payroll deduction from those individuals who work in Montgomery Township. It would not be collected from residents unless they work in the township.

BUDGET IMPACT:

The Township collected $806,056 in 2025 with $606,936 allocated to the General Fund and $199,120 allocated to the Fire Services Fund.

If the current bill becomes law, and the Board would choose to raise the rate to the proposed $156, we estimate this will produce an additional $1.6 million for the Township.