



# TOWNSHIP OF ABINGTON

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## *PUBLIC WORKS COMMITTEE*

*Drew Rothman, Chair  
Tom Bowman, Vice-Chair  
Dennis Zappone  
Ken Brodsky  
Jessica Carswell*

### **A G E N D A** **December 4, 2019** **7:00 P.M.**

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1. CALL TO ORDER
2. ROLL CALL
3. CONSIDER APPROVAL OF MINUTES
  - a. Motion to approve Committee Meeting minutes of October 2, 2019
4. PRESENTATION
5. UNFINISHED BUSINESS
6. NEW BUSINESS
  - a. **PW-01-121219** Consider a motion to approve Resolution No. 19-029 Supplemental Winter Traffic Services Agreement No. 3900037599 for the purpose of adding State Route 9413 - Jughandle from 232 and State Route 9414 - Jughandle at Holy Redeemer Hospital to the agreement.
  - b. **PW-02-121219** Consider a motion to approve the First Amendment to Lease Agreement between Township of Abington and Covanta Abington, LLC for the property located at 995 Fitzwatertown Road, Upper Dublin, PA 19038.
7. PUBLIC COMMENT
8. ADJOURNMENT



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

November 26, 2019

*DATE*

Public Works

*DEPARTMENT*

PW-01-121219

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Resolution No. 19-029 Supplemental Winter Traffic Services Agreement No. 3900037599

**EXECUTIVE SUMMARY:**

This supplemental agreement is for the addition of State Route 9413 - Jughandle from 232 and State Route 9414 - Jughandle at Holy Redeemer Hospital to the Winter Traffic Services Agreement for the purpose of performing snow and ice clearance together with the application of anti-skid and/or de-icing materials.

The township is currently in the final year of the 5 year agreement. With the addition of the Jughandle at Holy Redeemer Hospital the agreement amount increases to \$545,460.61 for an additional \$115,808.18.

There will be an additional \$115,808.18 paid to the township as a result of this supplemental agreement.

**PREVIOUS BOARD ACTIONS:**

Resolution No. 15-032 adopted September 10, 2015 authorizing the township manager to sign Winter Traffic Services Agreement No. 3900037599.

**RECOMMENDED BOARD ACTION:**

Motion to adopt Resolution No. 19-029 Supplemental Winter Traffic Services Agreement No. 3900037599 for the purpose of adding State Route 9413 - Jughandle from 232 and State Route 9414 - Jughandle at Holy Redeemer Hospital to the agreement.

Resolution No. 19-029  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
WINTER TRAFFIC SERVICES SUPPLEMENTAL

BE IT RESOLVED, by authority of the Board of Commissioners of the Township of Abington, Montgomery County, and it is hereby resolved by authority of the same that the Board of Commissioners President of Abington Township be authorized and directed to sign the attached Agreement on its behalf.

TOWNSHIP OF ABINGTON

**ATTEST:**

_____ Richard J. Manfredi, Township Manager & Secretary	By:_____ Wayne C. Luker, President
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I, Wayne C. Luker, President of the Abington Township Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted

at a regular meeting of the Board of Commissioners, held the 12<sup>th</sup> day of December, 2019.

**DATE:** \_\_\_\_\_  
Wayne C. Luker, President



Winter Traffic Services  
Supplemental Agreement

Municipal Officials:

Here are two (2) copies of your Supplemental Agreement because of the changes to your roads.

Please review the Schedule "A" and make sure all roads and mileage are correct.

Review and fill out both copies of the Supplemental Agreement. Please mail the originals and the Exhibit "A" as soon as possible to:

Venitra Starks  
7000 Geerdes Blvd.  
King of Prussia, PA 19406-1525

We will send you a copy of the agreement after it is executed by the Office of Chief Counsel and returned to this office.

If you have any questions, please call Venitra Starks at 610-205-6755.

Sincerely,

A handwritten signature in black ink, appearing to read "John Krafczyk". The signature is written in a cursive style.

John Krafczyk  
Assistant District Executive  
Maintenance

OGC Form 18-FA-33.0  
Approved OAG 5/6/2013

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**WINTER TRAFFIC SERVICES SUPPLEMENTAL**

**AGREEMENT NO 3900037599  
FID/SSN # 23-6000025  
SAP VENDOR # 138590**

**THIS SUPPLEMENTAL AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
\_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation  
("COMMONWEALTH"),

**AND**

the Abington Township the COMMONWEALTH of Pennsylvania, acting through its authorized officials  
("MUNICIPALITY").

**WITNESSETH:**

WHEREAS, the parties entered into Agreement No. 3900037599, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900037599 for the purpose of **adding** certain State Highways: **State Route 9413 – Jughandle from 232 and State Route 9414 – Jughandle at Holy Redeemer Hospital.**

NOW, THEREFORE, the parties agree to amend Agreement No. 3900037599 in accordance with the following:

1. Exhibit "A" attached to Agreement No. 3900037599 is revised in accordance with Supplemental Exhibit "A" which is attached to and made part of this Supplemental Agreement, for the purpose of **adding** the specified state Highway(s).
2. The effective date of this **addition** shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.

3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the **added** roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.
4. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
5. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH’s District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH’s commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.
6. The following is added to Agreement No. **3900037599**:

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.

7. Paragraph 14 of Agreement No. 3900037599 is deleted in its entirety and replaced with the following:

The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.

8. All other terms and conditions of Agreement No. 3900037599 not modified by this Supplemental Agreement shall remain in full force and effect.

9. Replacing the clauses and provisions provided for in Paragraph 13 of Agreement Number 3900037599, the following clauses or provisions are added:

The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.

These provisions are designated as Exhibit "C," attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

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

BY \_\_\_\_\_  
Title: DATE

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.*

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_  
for Chief Counsel Date

Certified Funds Available Under  
SAP DOCUMENT NO. 3900037599  
SAP FUND 1058200712  
SAP COST CENTER 7840640000  
GL. ACCOUNT 6344450  
AMOUNT \$545,460.61  
BY \_\_\_\_\_  
for Comptroller Operations Date

Contract No. 3900037599, is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$545,460.61 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-33.0  
Appv'd OAG 5/6/2013



**RESOLUTION**

**BE IT RESOLVED**, by authority of the \_\_\_\_\_  
(Name of governing body)  
of the \_\_\_\_\_, \_\_\_\_\_ County, and it  
(Name of MUNICIPALITY)  
is hereby resolved by authority of the same, that the \_\_\_\_\_ CHAIRMAN \_\_\_\_\_ of  
(designate official title)  
said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

\_\_\_\_\_  
(Signature and designation of official title)  
By: \_\_\_\_\_ CHAIRMAN \_\_\_\_\_  
(Name of MUNICIPALITY)  
(Signature and designation of official title)

I, \_\_\_\_\_,  
(Name) \_\_\_\_\_  
(Official title)  
of the \_\_\_\_\_, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)  
is a true and correct copy of the Resolution adopted at a regular meeting of the  
\_\_\_\_\_, held the \_\_\_\_\_ day of \_\_\_\_\_,  
(Name of governing body)

**DATE:** \_\_\_\_\_  
\_\_\_\_\_  
(Signature and designation of official title)

**NOTE: Signature on the Department signature page of this Agreement must conform with the signature on this Resolution.**

2019-20

**CONTRACT EXHIBIT A**  
Revised August 9, 2018

AGREEMENT NO. 3900037599  
YEAR 5  
OF 5

COUNTY: Montgomery

MUNICIP: Abington Township  
SAP #

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
63	York Road to Kimball Road	502	1931	532	1542	3.5	B	\$1,100.00	\$3,850.00
63	611 to Papermill Road	542	0	582	2224	6.6	B	\$1,100.00	\$7,260.00
73	Washington Lane to HASbrook Lane	650	0	710	1579	8	B	\$1,100.00	\$8,800.00
152	Mount Carmel Avenue to Chelsea Avenue	60	0	70	635	2.1	B	\$1,100.00	\$2,310.00
232	Traffic Route 232 to Moreland Avenue	10	0	60	2442	8.2	B	\$1,100.00	\$9,020.00
611	From Jenkintown to Moreland Road	60	0	140	1606	10.2	B	\$1,100.00	\$11,220.00
2015	Pine Road to Huntingdon Pike	10	0	14	2164	1.8	C	\$1,100.00	\$1,980.00
2017	Huntingdon Pike to Fitzwalertown Road	10	0	90	712	13.2	D	\$1,100.00	\$14,520.00
2019	Fox Chase Road	10	0	10	1596	0.9	C	\$1,100.00	\$990.00
2021	Townshipline Road to Washington Lane	10	0	30	1597	4.1	C	\$1,100.00	\$4,510.00
2021	Walnut Street to Northhills Ave	50	1206	110	1412	7.3	C	\$1,100.00	\$8,030.00
2027	Roberts Ave. to Chelsea Ave	10	0	20	2613	3.6	C	\$1,100.00	\$3,960.00
2029	Edgehill Road to Easton Road	10	0	10	1983	1.1	D	\$1,100.00	\$1,210.00
2029	Easton Road to Reservoir Ave	20	0	30	1402	2	D	\$1,100.00	\$2,200.00
2029	Reservoir Ave to Fitzwalertown Road	40	0	40	3050	1.2	D	\$1,100.00	\$1,320.00
2034	Jenkintown Road to Moreland Road	50	0	100	1685	7.5	C	\$1,100.00	\$8,250.00
2036	Edgehill Road to Horace Ave	10	0	30	2041	3.3	D	\$1,100.00	\$3,630.00
2038	Woodland Rd. to Moreland Rd	40	1078	60	2206	4.5	D	\$1,100.00	\$4,950.00
2058	Rockledge Avé to Second Street Pike	20	927	40	2159	3.8	E	\$1,100.00	\$4,180.00
9413	Jughandle from 232.	10	0	10	381	0.2	E	\$1,100.00	\$220.00
9414	Jughandle at Holy Redeemer Hospital	10	0	10	255	0.1	E	\$1,100.00	\$110.00

\*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule  
 \*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.  
 MILEAGE MFC B = 38.6  
 MILEAGE MFC C = 25.2  
 MILEAGE MFC D = 29.1  
 MILEAGE MFC E = 0.3  
 TOTAL MILEAGE 93.20  
 TOTAL COST = \$102,520.00

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance	
1st Year:	\$102,520.00
2nd Year:	\$105,595.60
3rd Year:	\$108,763.47
4th Year:	\$112,026.37
5th Year:	\$115,387.16
TOTAL:	\$544,292.60

Contact Person: Ed Micciolo  
 Email Address: emicciolo@abington.org  
 Phone Number: 215-844-5000  
 Fax Number: 215-844-0301

CORRECTED COPY

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REMOVED S.R. 2021  
 WASHINGTON LN.  
 TO YORK RD  
 220.00

2019-20

*DRAFT*

**CONTRACT EXHIBIT A**  
Revised August 9, 2018

AGREEMENT NO. 3900037599  
YEAR 5  
OF 5

COUNTY: Montgomery  
MUNICIP: Abington Township  
SAP #

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
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2015	Pine Road to Huntingdon Pike	10	0	14	2164	1.8	C	\$1,100.00	\$1,980.00
2017	Huntingdon Pike to Fitzwatertown Road	10	0	90	712	13.2	D	\$1,100.00	\$14,520.00
2019	Fox Chase Road	10	0	10	1596	0.9	C	\$1,100.00	\$990.00
2021	Townshipline Road to Washington Lane	10	0	30	1597	4.1	C	\$1,100.00	\$4,510.00
<i>NOT IN A.T.</i> 2021	<i>Washington LN to Old York RD</i>	33	0	33	648	0.2	C	\$1,100.00	<del>\$220.00</del> <i>REMOVED</i>
2021	Walnut Street to Northhills Ave	50	1206	110	1412	7.3	C	\$1,100.00	\$8,030.00
2027	Roberts Ave. to Chelsea Ave	10	0	20	2613	3.6	C	\$1,100.00	\$3,960.00
2029	Edgehill Road to Easton Road	10	0	10	1983	1.1	D	\$1,100.00	\$1,210.00
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2029	Reservoir Ave to Fitzwatertown Road	40	0	40	3050	1.2	D	\$1,100.00	\$1,320.00
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2058	Rockledge Ave to Second Street Pike	20	927	40	2159	3.8	D	\$1,100.00	\$4,180.00
9413	Jughandle from 232	10	0	10	381	0.2	E	\$1,100.00	\$220.00
9414	Jughandle at HolyRedeemer Hospital	10	0	10	255	0.1	E	\$1,100.00	\$110.00

\*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	38.6	TOTAL COST =	\$102,740.00
MILEAGE MFC C =	25.4		
MILEAGE MFC D =	29.1		
MILEAGE MFC E =	0.3		
<b>TOTAL MILEAGE</b>	<b>93.40</b>		

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

<u>Suggested Total Amount Encumbrance</u>	
1st Year:	\$102,740.00
2nd Year:	\$105,822.20
3rd Year:	\$108,996.87
4th Year:	\$112,266.77
5th Year:	\$115,634.78
<b>TOTAL:</b>	<b>\$545,460.61</b>

Contact Person: Ed Micciolo  
Email Address: emicciolo@abington.org  
Phone Number: 215-844-5000  
Fax Number: 215-844-0301

EXHIBIT B

**Contract Provisions – Right to Know Law 8-K-1532**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT "C"

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Enclosure 1 to Management Directive 215.16 Amended Page 2 of 2 Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and

accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

**8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

**9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

**10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT "C"

**CONTRACTOR INTEGRITY PROVISIONS**

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

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

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other



## Municipal Winter Traffic Services Supplemental Agreement

requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination

Municipal Winter Traffic Services Supplemental Agreement

date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

Municipal Winter Traffic Services Supplemental Agreement

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "C"

**PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C. F. R. § 35.101 *et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

**Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

**2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

**3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

**4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

**5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

## EXHIBIT "C"

**Enhanced Minimum Wage Provisions (July 2018)**

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a.** exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b.** covered by a collective bargaining agreement;
  - c.** required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d.** required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

November 26, 2019

DATE

Public Works

DEPARTMENT

PW-02-121219

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Amendment to Lease Agreement between Township of Abington and Covanta Abington, LLC

**EXECUTIVE SUMMARY:**

The township's original three (3) year lease called for a payment in the amount of \$200,000.00 per year. Due to the escalating costs of hauling disposal and running the transfer station, Covanta does not want to continue with the current agreement. Covanta has agreed to extend our contract and tipping fees for three (3) months which will allow us to seek alternatives and better pricing on our trash.

**PREVIOUS BOARD ACTIONS:**

At the December 11, 2014 Board of Commissioners Meeting, the Board approved the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station and to haul and dispose of the Township's refuse for a period of 5 years and to approve the Transfer Station Lease Agreement.

**RECOMMENDED BOARD ACTION:**

Motion to approve the First Amendment to Lease Agreement between Township of Abington and Covanta Abington, LLC for the property located at 995 Fitzwatertown Road, Upper Dublin, PA 19038.

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment is dated as of November 13, 2019 and amends the Lease Agreement dated as of December 11, 2014 (the "Agreement") by and between Covanta Abington, LLC and the Township of Abington.

The terms used herein with the initial letter capitalized, unless otherwise defined herein, shall have the meanings therefore set forth in the Agreement.

THEREFORE, in consideration of their mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Agreement as follows:

The following changes are effective as of January 1, 2020:

1. Section 2(b) is hereby deleted and replaced with the following:

The annual rent shall be one dollar (\$1.00). The term of this Lease Agreement shall commence on January 1, 2015 and continue through March 31, 2020.

2. Section 2(c) is hereby deleted.

3. Section 3(f) is hereby deleted and replaced with the following:

All Commercial Municipal Waste and Residential Municipal Waste shall be stored in accordance with the Transfer Station's permits and all applicable laws.


All terms and conditions set forth in the Agreement not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to Lease Agreement the date first above written.

### TOWNSHIP OF ABINGTON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### COVANTA ABINGTON, LLC

By:   
Name: D. SCOTT PETERSON  
Title: MANAGER AREA VP




**BOARD ACTION REQUEST**

**PUBLIC WORKS COMMITTEE**

December 1, 2014  
**DATE**

PW3  
**AGENDA ITEM NUMBER**

**DEPARTMENT**                      **AGENDA ITEM**                      **TOWNSHIP MANAGER**

Administration                      Refuse Disposal  
Transfer Station Operation                      

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**PREVIOUS ACTIONS**

The Waste System Authority of Eastern Montgomery County will cease operation at the end of this calendar year. Accordingly, the majority of the members municipalities of the authority have jointly sought competitive bids for refuse disposal.

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**RECOMMENDED BOARD ACTION**

Motion to accept the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station and to haul and dispose of the Township's refuse for a period of 5 years.

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**COMMENTS**

The bid specifications called for a five-year agreement with a possible three-year extension at the option of the Township. The bid price per year is as follows:

Year 1	-	\$ 76.04 per ton
Year 2	-	\$ 77.56 per ton
Year 3	-	\$ 79.56 per ton
Year 4	-	\$ 80.69 per ton
Year 5	-	\$ 82.31 per ton
Year 6	-	\$ 83.96 per ton
Year 7	-	\$ 85.64 per ton
Year 8	-	\$ 87.35 per ton

The Township's current price for the hauling and disposal of our Refuse is \$65 per ton.

Edge Hill Road/Tyson Avenue Flood Control/Street Reconstruction Project – PennDOT Transfer Agreement

Commissioner Kalinoski made a MOTION, seconded by Commissioner Zappone to approve the Transfer Agreement No. 57865 with PennDOT for the Edge Hill Road/Tyson Avenue Flood Control/Street Reconstruction Project for a portion of Edge Hill Road S.R. 2034 (Legislative Route 46118) Tyson Avenue S.R. 2036 (Legislative Route 46208) from Jenkintown Road to Easton Road.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

Commissioner Luker asked for any public comments. There were none.

MOTION was ADOPTED 13-0.

Refuse Disposal/Transfer Station Operation

Commissioner Kalinoski made a MOTION, seconded by Commissioner Spiegelman to accept the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station and to haul and dispose of the Township's refuse for a period of five (5) years and to approve the Transfer Station Lease Agreement.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

Commissioner Luker asked for any public comments. There were none.

MOTION was ADOPTED 13-0.

Bid Award for Per Diem Uniform and Accessories

Commissioner Kalinoski made a MOTION, seconded by Commissioner Zappone to accept the lowest responsible bid and enter into a contract with DiGiulio's Clothing and Footwear to provide uniforms and accessories services to the Per Diem Union employees. Each qualified employee is eligible for \$475 in value toward the purchase of uniforms and accessories as stated in the Per Diem Union Contract. Funds for the purchase of the uniforms are part of each department's budget.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

Commissioner Luker asked for any public comments. There were none.