

ABINGTON TOWNSHIP

MARCH 12, 2020



BOARD AGENDA



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A March 12, 2020 7:00 PM

CALL TO ORDER

ROLL CALL THOMPSON, BRODSKY, BOLE, CARSWELL, ROTHMAN, LUKER,
SCHREIBER, VAHEY, WINEGRAD, DiPLACIDO, MYERS, ZAPPONE,
BOWMAN, HECKER, SPIEGELMAN

PLEDGE OF ALLEGIANCE

BOARD PRESIDENT ANNOUNCEMENTS

PRESENTATIONS

- a. Mia Dubin Recognition – *Chief Molloy*
- b. Wood Presentation – Update on Stormwater Planning Study – *Ghazoll Motlagh*

PUBLIC COMMENT ON AGENDA ITEMS

CONSENT AGENDA

- a. **Minutes** Motion to approve the Minutes from the Board of Commissioners Regular Meeting of March 13, 2020.
- b. **PW-01-031220** Motion to accept DiGiulio's Clothing and Footwear as the lowest responsible bidder for the 2020 Per Diem Employees Union Uniforms and Accessories Bid and enter into a contract for \$42,750.00 as per the bid specifications.
- c. **PW-02-031220** Motion to accept J.D.M. Materials Company as lowest responsible bidder and enter into a contract in the amount of \$16,487.50 for the purchase and delivery of Ready Mix Concrete as per the bid specifications.
- d. **PW-03-031220** Motion to accept Eureka Stone Quarry, Inc. as lowest responsible bidder of Part 1 and Part 3 of the Super-Pave Bid and enter into a contract in the amount of \$885,600.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications, and

Glasgow, Inc. as lowest responsible bidder of Part 2 of the Super-Pave Bid and enter into a contract in the amount of \$29,640.00 for the purchase of Super-Pave paving materials as per bid specifications.
- e. **PW-04-031220** Motion to accept Commonwealth Precast, Inc. as the lowest responsible bidder for the 2020 Storm Sewer Inlets and Manhole Structures Bid and enter into a contract for \$64,040.00 as per the bid specifications.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS *Regular Public Meeting*

A G E N D A **March 12, 2020** **7:00 PM**

- f. **PW-05-031220** Motion to approve the Second Amendment To Commonwealth Financing Authority Grant No. C000065056 extending the termination date to December 30, 2020.
- g. **PW-07-031220** Motion to approve the Second Amendment to Lease Agreement between Township of Abington and Covanta Abington, LLC for the property located at 995 Fitzwatertown Road, Upper Dublin, PA 19038.
- h. **PW-08-031220** Motion approving the Proposal for Engineering Design Services – Supplement 1. and to adopt Resolution No. 20-013 Authorizing the Signature of Right Of Way Plans for Transportation Set Aside Project.
- i. **PS-01-031220** Motion to promote Detective Anthony Space to the rank of Probationary Sergeant effective March 13, 2020 providing he successfully completes the remaining portions of the promotional process.
- j. **PA-01-031220** Motion to accept:
1. Biase Landscaping LLC. bid, for the Abington Township Mowing Contract, Zone 1 in the amount of \$15,310.00 as per the bid specifications.
 2. T h e Deck's Landscaping Inc. bid, for the Abington Township Mowing Contract, Zone 2 and 3 in the amount of \$24,500.00 per zone as per the bid specifications.
 3. The M & M Lawncare East Inc. bid, for the Abington Township Mowing Contract, Zone 4 in the amount of \$13,500.00 as per the bid specifications. For a total contract award of \$77,810.00 per year for 2020-2021-2022.
- k. **PA-02-031220** Motion to accept G&B Construction Group, Inc., 632 Davisville Road, Willow Grove, PA as the lowest responsible bidder for the Ardsley Wildlife Sanctuary Streambank Renovations and enter into a contract in the amount \$59,800 as per the bid specifications.
- l. **FC-05-101019** Motion to renew the Fidelio Dental Insurance Co. agreement for the period April 1, 2020 through March 31, 2024 at an increase of 2% per year.
- m. **FC-01-031220** Motion to approve investments for the month of January 2020. It was noted that investments for the month totaled \$1,344,000.00. Interest rate yields ranged from 1.60% to 1.750%.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A March 12, 2020 7:00 PM

- n. **FC-03-031220** Motion to approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of January 2020. Clearing fund receipts and disbursements for the month of January 2020 were \$10,190.12 and (\$9,418.82), respectively. Deferred Revenue/Expense receipts and disbursements for the month of January 2020 were \$0.00 and (\$3,231.54) respectively.
- o. **FC-04-031220** Motion to adopt Fair Housing Resolution No. 20-015 and grant the authority to a publicly advertise a Fair Housing Officer for the Township of Abington.
- p. **FC-05-031220** Motion to approve the public advertisement for a public hearing to discuss the needs of the community for the use of Community Development Block Grants.
- q. **FC-07-031220** Motion to approve final payment in the amount of \$16,997.46 to Land-Tech Enterprises, Inc. for completion and final project payment from account #06-07-302-5305.

UNFINISHED BUSINESS

PUBLIC WORKS COMMITTEE

- a. **PW-01-021220** Motion to remove from the table and consider Resolution No. 20-006, Township of Abington Act 537 Plan Revision.

LAND USE COMMITTEE

- a. **LU-01-021320** Reconsider approving the Subdivision Application for a lot line change for the properties located at 1528 and 1540 Bryant Lane, Meadowbrook, PA.

NEW BUSINESS

PUBLIC WORKS COMMITTEE

- a. **PW-09-031220** Motion to adopt Resolution No. 20-014 authorizing the submission of a grant application for the 2020 round of the Montco 2040 Implementation Grant Program for the Fairway Trail and Noble Mobility Improvement project.
- b. **PW-10-031220** Motion to approve agreement between the Township of Abington and the Abington Per Diem Employees Union.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A **March 12, 2020** **7:00 PM**

PUBLIC SAFETY COMMITTEE

- a. **PS-02-031220** Motion to adopt Ordinance No. 2172, amending Chapter 156 - "Vehicles and Traffic," Article II - "Traffic Regulations," Section 7 - "Speed Limits Established," Section 14 - "Stop Intersections," and Article III - "Parking Regulations," Section 25 - "Parking Prohibited At All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing," Section 26 - "Parking Prohibited During Certain Hours" and Section 28 - "Special Purpose Parking Zones" to add speed limits on Oak Hill Drive and Hidden Pond Drive; add stop intersections on the East and West side of Shoemaker Road at Edmund Road and on the East and West side of Ferndale Avenue at Rubicam Avenue, add no parking on both sides of Huntingdon Pike and the East side of Lindsay Lane, add no parking here to corner on the East side of Kelly Lane, add no parking M-F 8am-5pm on Lindsay Lane - West side and add handicapped parking on Tyson Avenue.

FINANCE COMMITTEE

- a. **Receive Treasurer's Report:** Township Treasurer, Jay W. Blumenthal
- b. **FC-02-021320** Motion to approve the January expenditures in the amount of \$2,732,474.72 and salaries and wages in the amount of \$3,272,796.44, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of April 2020.

(Motion and Roll Call)

PUBLIC COMMENT

ADJOURNMENT



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS *Regular Public Meeting*

A G E N D A
March 12, 2020
7:00 PM

BOARD POLICY ON AGENDA ITEMS

For information Purposes Only

Board President Announcements

This item on the Board of Commissioners Agenda is reserved for the Board President to make announcements that are required under law for public disclosure, such as announcing executive sessions, or for matters of public notice.

Public Comment

Public Comment on Agenda Items is taken at the beginning of regularly scheduled Public Meetings prior to any votes being cast. When recognized by the presiding Officer, the commenter will have three minutes to comment on agenda items at this first public comment period. All other public comment(s) not specific to an agenda item, if any, are to be made near the end of the public meeting prior to adjournment. Public comment on agenda items at regularly scheduled Board of Commissioner Committee meetings will be after a matter has been moved and seconded and upon call of the Chair for public comment.

Presentations

Should the Board of Commissioners have an issue or entity that requires time to present an issue to the Board, that is more than an oral description relating to an agenda item under consideration, The Board may have that matter listed under Presentations. If nothing is listed under presentations, then there is no business to conduct in that manner.

Consent Agenda

Items of business and matters listed under the Consent Agenda are considered to be routine and non-controversial and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired by Board of Commissioner Members, that item is to be identified by the Board member and will be identified and removed from the Consent Agenda, and will be considered separately at the appropriate place on the Agenda.

Unfinished Business

Items for consideration as unfinished business are matters that have been considered for action at a public Board Meeting and have not been tabled to a date certain or voted upon.

New Business

Items for consideration as new business are matters that have been considered for action at the Board Committee Meeting. It is Board practice to not introduce new business at Board Committee Meetings.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS *Regular Public Meeting*

A G E N D A
March 12, 2020
7:00 PM

BOARD POLICY ON PUBLIC PARTICIPATION

For information Purposes Only

The Township shall conduct business in accordance with the Commonwealth of Pennsylvania Laws governing the conduct of public meetings and only establish guidelines that shall govern public participation at meetings consistent with the law.

Each commenter shall:

- Direct their comments to the Presiding Officer;
- Speak from the podium or into a microphone designated by the presiding officer;
- State their name for the record;
- Either orally or in writing provide their address for the record;
- Have a maximum of three minutes to make their comments. Each commenter when speaking to a specific agenda item, is to keep their comments relative to that identified agenda item;
- Speak one time per agenda item;
- When commenting on non-agenda items, the commenter is to keep their comments related to matters of the Township of Abington, Montgomery County, Pennsylvania.
- State a question to the Presiding Officer after all commenters have spoken, and;
- Be seated after speaking or upon the request of the presiding officer;
- Not engage in debate, dialogue or discussion;
- Not disrupt the public meeting, and;
- Exercise restraint and sound judgement in avoiding the use of profane language, and the maligning of others.

CONSENT AGENDA



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

Public Works

DEPARTMENT

PW-01-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes



No



PUBLIC BID REQUIRED

Cost > \$20,100

Yes



No



AGENDA ITEM:

2020 Per Diem Employees Union Uniforms and Accessories Bid

EXECUTIVE SUMMARY:

This bid was advertised in the Intelligencer on Monday, February 10, 2020 and Friday, February 14, 2020. The bid was posted on the Township's website and emailed to prospective bidders.

One bid was received. Bids were opened at a meeting open to the public at 10:00 AM on February 26, 2020. DiGiulio's Clothing and Footwear was the lowest responsible bid received with a total bid of \$42,750.00.

PREVIOUS BOARD ACTIONS:

This is a yearly bid that is prepared, advertised and managed by the Public Works Department primarily for the township's Per-Diem Employees Union Uniform and Accessories Bid.

RECOMMENDED BOARD ACTION:

Motion to accept DiGiulio's Clothing and Footwear as the lowest responsible bidder for the 2020 Per Diem Employees Union Uniforms and Accessories Bid and enter into a contract for \$42,750.00 as per bid specifications.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-01-031220

DATE INTRODUCED: February 26, 2020

FISCAL IMPACT AMOUNT: \$42,750.00

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

DiGiulio's has won the bid with the township for the past five (5) years and we are satisfied with their products and service.

A copy of the bid tabulation sheet is included for your review.

ANALYSIS



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

Engineering

DEPARTMENT

PW-02-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes



No



PUBLIC BID REQUIRED

Cost > \$20,100

Yes



No



AGENDA ITEM:

Bid Award - Ready Mix Concrete

EXECUTIVE SUMMARY:

This bid was advertised in the Intelligencer on Friday, January 31, 2020 and again on Friday, February 7, 2020. The bid was also posted on the Township's website.

One bid was received. Bids were opened at a meeting open to the public at 10:00 AM on February 19, 2020. J.D.M. Materials Co. was the lowest responsible bid with a total bid of \$16,487.50. J.D.M. Materials Co. has worked with the township in the past and we are satisfied with their product and service.

A copy of the bid tabulation sheet is included for your review.

PREVIOUS BOARD ACTIONS:

This is a yearly bid that is prepared, advertised and managed by the Public Works Division.

RECOMMENDED BOARD ACTION:

Motion to accept J.D.M. Materials Company as lowest responsible bidder and enter into a contract in the amount of \$16,487.50 for the purchase and delivery of Ready Mix Concrete as per the bid specifications.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-02-031220

DATE INTRODUCED: February 14, 2020

FISCAL IMPACT AMOUNT: \$16,487.50

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

Public Works, Construction Services, Waste Water and Parks and Recreation all benefit from this bid for completing capital improvement projects, in-kind services for grants and various projects throughout the township and at township facilities.

ANALYSIS

The 2020 Capital Improvement Projects are approved and funded as well as the committed in-kind services for grant work. Both the in-house construction services crew and proposed in-kind services significantly reduces the township match portion of the grants providing a substantial savings to the township.



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

PW-03-031220

AGENDA ITEM NUMBER

Engineering

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes



No



PUBLIC BID REQUIRED

Cost > \$20,100

Yes



No



AGENDA ITEM:

Bid Award - 2020 Super Pave Materials Bid

EXECUTIVE SUMMARY:

The bid was advertised in the Intelligencer on Friday, January 31, 2020 and again on Friday, February 7, 2020. The bid was also posted on the Township's website. Two (2) bids were received. Bids were opened at a meeting open to the public on February 19, 2020. This was a three part bid with each part being awarded separately in order to get the best possible price for the Township.

Eureka Stone Quarry, Inc. was the lowest responsible bidder of Part 1 and Part 3 coming in at \$885,600.00 and \$46,350.00 for a total of \$885,600.00.

Glasgow, Inc. was the lowest responsible bidder of Part 2 of the Super-Pave Bid coming in at \$29,640.00.

We have used both Eureka Stone Quarry, Inc. and Glasgow, Inc. in years passed and are satisfied with both their products and service. The materials will be used primarily for our overlay program as well as smaller jobs including permanent patching but will also be used by other Township departments.

A copy of the Bid tabulation sheet is included for your review.

PREVIOUS BOARD ACTIONS:

This is a yearly bid that is prepared, advertised and managed by the Public Works Division primarily for our Overlay Program, patching and other Township projects.

RECOMMENDED BOARD ACTION:

Motion to accept Eureka Stone Quarry, Inc. as lowest responsible bidder of Part 1 and Part 3 of the Super-Pave Bid and enter into a contract in the amount of \$885,600.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications, and

Glasgow, Inc. as lowest responsible bidder of Part 2 of the Super-Pave Bid and enter into a contract in the amount of \$29,640.00 for the purchase of Super-Pave paving materials as per bid specifications.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-03-031220

DATE INTRODUCED: February 24, 2020

FISCAL IMPACT AMOUNT: \$915,240.00

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

SUMMARY

his bid is for the overlay of our proposed roads to be paved in 2020.

ANALYSIS

The 2020 list was included and approved in the budget process at the end of 2019. The list of roads to be paved is comparatively reduced from 2019's overlay list. PECO and Aqua have completed the majority of their main replacement projects that they planned significantly reducing the proposed overlay list and funding this year.



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

Engineering

DEPARTMENT

PW-04-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes



No



PUBLIC BID REQUIRED

Cost > \$20,100

Yes



No



AGENDA ITEM:

Bid Award - 2020 Storm Sewer Inlets and Manhole Structures Bid

EXECUTIVE SUMMARY:

This bid was advertised in the Intelligencer on Friday, January 31, 2020 and again on Friday, February 7, 2020. The bid was also posted on the Township's website.

One (1) bids were received. Bids were opened at a meeting open to the public on February 19, 2020. Commonwealth Precast, Inc. was the lowest responsible bid with a total bid of \$64,040.00. Commonwealth Precast, Inc. was awarded the bid in 2019 as well. We have been very pleased with Commonwealth Precast's products and service and are confident that they will continue to provide satisfactory services to the Township.

A copy of the bid tabulation sheet is included for your review.

The materials from this bid will be used by the new Construction Services crew that was approved in the 2019 budget for Capital Improvement Projects and in-kind services for grant work that the Township has committed to.

PREVIOUS BOARD ACTIONS:

This is a yearly bid that is prepared, advertised and managed by the Public Works Division.

RECOMMENDED BOARD ACTION:

Motion to accept Commonwealth Precast, Inc. as the lowest responsible bidder for the 2020 Storm Sewer Inlets and Manhole Structures Bid and enter into a contract for \$64,040.00 as per the bid specifications.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-04-031220

DATE INTRODUCED: February 26, 2020

FISCAL IMPACT AMOUNT: \$64,040.00

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes



No



SUMMARY

This bid is for the purchase of materials to be used for the In-House Capital Improvements Projects and for in-kind services that the township has committed to completing for a number of intersection improvement grants.

ANALYSIS

The 2020 Capital Improvement Projects are already approved and funded and the in-kind services for grant work has been approved and funded as well. The in-kind services significantly reduces the township match portion of the grants.



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

PW-05-031220

DATE

AGENDA ITEM NUMBER

Wastewater

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Second Amendment To Commonwealth Financing Authority Grant No. C000065056

EXECUTIVE SUMMARY:

In order to have sufficient time to collect and analyze data withing the grant, we requested and Laurie Henry, Economic Development Analyst from the PA Department of Community and Economic Development (PA DCED) – Grants Division advised us that we extend the deadline for the existing \$100,000 grant by 6 months June 30, 2020 to December 30, 2020.

Due to the significant frequent rains from April 2018 through November 2019, we have been monitoring the Inflow & Infiltration (I&I) flow rates in the Stewart Avenue meter drainage area, as well as, the Keswick meter area, that was included in the original grant application description. This grant will fund the study and we are expanding the scope of work into the Stewart Avenue meter drainage area as well as the Keswick drainage area is required as well as additional sealing of joints to prevent root intrusion. The bid items in the I&I contract will be the same as we proposed in the original grant application.

PREVIOUS BOARD ACTIONS:

The PA Small Water and Sewer Program Grant Agreement Contract No. C000065056 was approved and executed on April 13, 2017. The First Amendment was approved on May 9, 2019.

RECOMMENDED BOARD ACTION:

Motion to approve the Second Amendment To Commonwealth Financing Authority Grant No. C000065056 extending the termination date to December 30, 2020.



pennsylvania
DEPARTMENT OF COMMUNITY
& ECONOMIC DEVELOPMENT

April 4, 2017

Michael LeFevre, Township Manager/Secretary
ABINGTON TOWNSHIP
1176 Old York Rd
Abington PA 19001-3713

Dear Grantee:

Enclosed is one copy of your PA Small Water and Sewer Program commitment letter and grant agreement in the amount of \$100,000. The assigned grant number for this project is C000065056 and should be used in all future correspondence regarding the status of your grant or payments.

Please have two (2) officials or authorized representatives of your organization sign the grant agreement with original signatures, titles and dates entered. The commitment letter, attached to the grant agreement as Appendix A & B, must also be signed with original signatures as noted. Return the SIGNED GRANT AGREEMENT IN ITS ENTIRETY as soon as possible to:

Ryan P. Emerson, Director
Department of Community and Economic Development
Center for Business Financing – CFA Programs Division
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

When executed, a complete copy of the fully signed grant agreement will be returned to you for your files. It should be pointed out that this grant agreement is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and authenticated by all required signatures. Any costs incurred by the Grantee prior thereto may be deemed incurred at the Grantee's risk.

Page Two

Please be advised, that the activities, eligibility requirements, and other information contained in your Commitment Letter (Appendix A & B) and in your application are legally binding.

Please review your entire grant agreement carefully for compliance requirements. If you have a question as to the applicability of a particular provision, please contact the Center for Business Financing, CFA Programs Division at (717) 787-6245.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan P. Emerson". The signature is fluid and cursive, with a long horizontal flourish at the end.

Ryan P. Emerson
Director
CFA Programs Division

Enclosure

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

PA SMALL WATER AND SEWER PROGRAM GRANT AGREEMENT

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

**ABINGTON TOWNSHIP
1176 Old York Rd
Abington PA 19001-3713**

(the "Grantee").

BACKGROUND:

Section 1774.1-A of the Act of July 18, 2013 (P.L. 574, No. 71), as amended by the Act of April 25, 2016 (P.L. 168, No. 25), known as the Fiscal Code, authorizes the Commonwealth Financing Authority to award for fiscal year 2015-2016 and 2016-2017 up to \$22,000,000 in grants to eligible applicants from all geographic areas of the Commonwealth for water or sewer projects with a cost of not less than \$30,000 and not more than \$500,000, pursuant to guidelines adopted by the Authority.

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

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

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2019, subject to the other provisions of this Grant.

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

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

**ARTICLE III
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between MARCH 29, 2017 and JUNE 30, 2019 (the "Grant Activity Period") as follows:

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

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

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

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

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

- (b) Conditions for Payment:
 - (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
 - (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
 - (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.
- (c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- (d) Conditions for Repayment of Grant Funds:
 - (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

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

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

In the event that the Grantee

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

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

ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

- (a) Hold Harmless:

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

(b) Other Liability Requirements:

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

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

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

(a) Compliance with State Statutes and Regulations:

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

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act (PHRA)* and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places

customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (5) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Grantor and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. Enclosure 2 to Management Directive 215.16 Amended Page 2 of 2.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (8) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this

Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

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

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between

the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at http://www.dgsweb.state.pa.us/DebarmentList_portlet/ or contacting the:

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

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

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

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

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

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

- (f) Compliance with Anti-Pollution Regulations:

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

(g) Contractor Integrity Provisions:

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

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

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

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

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

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

(D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

(E) "Financial Interest" means either:

- (i) Ownership of more than a five percent interest in any business; or
- (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(2) In furtherance of this policy, Contractor agrees to the following:

- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

Commonwealth in writing if at any time during the term of the contract 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.

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

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

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

In the event that the Grantee

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

the Grantee shall:

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

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is

Requested Information and may be a public record under the RTKL; and

- (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

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

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

**ARTICLE VII
INDEPENDENT CONTRACTOR**

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

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

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

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

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary

benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

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

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

ARTICLE X BIDDING REQUIREMENTS

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

ARTICLE XI RECORDS

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

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

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

ARTICLE XII PROGRESS REPORTS

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

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

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

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

"This Project was financed *[in part]* by a grant
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be

combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

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

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

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

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

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

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

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

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

ARTICLE XVI TERMINATION OF THE CONTRACT

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

ARTICLE XVII ENTIRE AGREEMENT

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

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

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

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

**ARTICLE XIX
SEVERABILITY**

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

**ARTICLE XX
CONSTRUCTION**

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

**ARTICLE XXI
NONWAIVER OF REMEDIES**

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

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

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



Federal Identification Number 236000025

Commonwealth Financing Authority

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



Executive Director Date

X By Wayne C. Luker (Seal)
Wayne C. Luker

X Title President, Board of Commissioners

X Date 4-13-17

X By Michael LeFevre
Michael LeFevre

X Title Township Manager

X Date 4-13-17

For Commonwealth signatures only



Approved as to Legality and Form

Authority Counsel Date

Office of Attorney General Date

COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

FIRST AMENDMENT TO GRANT NO. C000065056

This Amendment to Grant Agreement (the "Amendment") is entered into by and between the Commonwealth Financing Authority, hereinafter referred to as the "Grantor", and

**ABINGTON TOWNSHIP
1176 Old York Road
Abington, PA 19001-3713**

hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor entered into a Grant Agreement (the "Grant") with the Grantee, and

WHEREAS, the Grantor wishes to amend the Grant to allow the Grantee to carry out the activities authorized under the Grant, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

4. The termination date of this Grant, as amended, will be **JUNE 30, 2020**.
4. The Grant Activity Period, as amended, will be **MARCH 29, 2017** to **JUNE 30, 2020**.
4. The total amount of this Grant shall remain **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS-----**.
4. All terms and conditions of this Grant not changed or modified by this Amendment shall remain in full force and effect.

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

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



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

Commonwealth Financing Authority

X By: Wayne C. Luker (Seal)
Wayne C. Luker
X Title: President, Board of Commissioners
X Date: May 9, 2019

Scott Dunkelberger 5/15/19
Executive Director Date

X By: Richard J. Manfredi
Richard J. Manfredi
X Title: Township Manager
X Date: May 9, 2019

For Commonwealth signatures only



Approved as to Legality and Form

Jill B. Burch 5/31/19
Authority Counsel Date

Dominic E. Johnson 6/4/19
Office of Attorney General Date



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

PW-07-031220

DATE

AGENDA ITEM NUMBER

Engineering

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

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

EXECUTIVE SUMMARY:

On December 11, 2014 the Township of Abington, Board of Commissioners accepted the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station to haul and dispose of the Township's refuse for a period of five (5) years. On December 12, 2019 the Board of Commissioners approved the first amendment to the lease agreement to afford the Township additional time to review proposed alternatives for managing refuse disposal and operation of the transfer station. The first amendment to the lease agreement and this second requested amendment are driven by Covanta no longer finding the current terms financially beneficial to them given the market conditions for trash and recycling.

In order to assure that we have adequate time to secure bids for waste disposal, the hauling of waste and as an alternative continued operation by a third party to operate the transfer station to be used as a bench mark against any alternative, that would include Township operation of the transfer station or hauling to a disposal site, the extension for the lease up to 90 days is necessary and unavoidable. The second amendment to the lease will extend through June 30, 2020 to afford us this time.

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

LEASE AGREEMENT BETWEEN TOWNSHIP OF ABINGTON
AND COVANTA ABINGTON LLC

This AGREEMENT made this 11th day of December, 2014, between the TOWNSHIP OF ABINGTON with a municipal office located at 1176 Old York Road, Abington, Montgomery County, Pennsylvania, 19001 ("ABINGTON") and COVANTA ABINGTON LLC with offices located in Conshohocken, Pennsylvania ("COVANTA").

WHEREAS, COVANTA desires to lease certain premises, described in Exhibit "A" hereto, from ABINGTON, and ABINGTON desires to lease the premises to COVANTA.

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

1. DEFINITIONS: The following words shall be construed in accordance with the following definitions:
 - a. Residential Municipal Waste – any municipal waste including solid, liquid, semi-solid or contained gaseous materials resulting from operation of residential dwellings (except multi-family dwellings) and municipal establishments and community activities, not including sludge.
 - b. Commercial Municipal Waste – any municipal waste including solid, liquid, semi-solid or contained gaseous materials collected by non-governmental haulers from waste generators other than those generating residential municipal waste, not including sludge.
 - c. Transfer Station – the municipal waste transfer station and appurtenant improvements and facilities located on the Premises.

2. RENT AND TERM:
 - a. ABINGTON hereby agrees to lease to COVANTA that portion of ground containing approximately 4.7788 acres of its incinerator tract situate on 995 Fitzwatertown Road, Upper Dublin Township, Montgomery County, together with the Transfer Station and all buildings and improvements located thereon, as set forth in a plan attached hereto, made a part hereof and marked Exhibit "A", reserving unto itself a right-of-way easement to its incinerator and garage over roads or driveways shown on Exhibit "A".
 - b. The annual rent shall be Two Hundred Thousand Dollars (\$200,000). The term of this Lease Agreement shall commence on January 1, 2015 and extend for a term of five (5) years. The annual rental shall be increased annually on January 1st of each year beginning on January 1, 2016 by three percent (3%). In addition, COVANTA shall pay to ABINGTON on a monthly basis the amount of Five Dollars (\$5.00) per ton of commercial waste brought into the Transfer Station.

- c. OPTION TO RENEW. This Lease Agreement shall be renewed for an additional term of three (3) years at the annual rent specified above, at the mutual, written agreement of both ABINGTON and COVANTA.
- d. ABINGTON has good and marketable fee simple title to the Premises including the Transfer Station and improvements thereon, and shall have ownership of and title to the Transfer Station and all such improvements at all times during and after the term of this Lease.

3. OPERATION OF THE TRANSFER STATION:

- a. COVANTA shall have the right to use the Premises hereunder for the operation of the Transfer Station and to use the garage for maintenance and repair of COVANTA vehicles. COVANTA agrees to comply with all applicable, local, state and federal requirements in its use of the Premises and to obtain any permits which may be required in connection therewith.
- b. COVANTA shall maintain the grounds within the Premises in a clean and sanitary condition, including lawn care, leaf removal, litter and debris removal, tree trimming, and snow removal. COVANTA shall pressure wash the interior and exterior of the transfer station on a semiannual basis. COVANTA further agrees to keep the road and driveways in good maintenance and repair at all times.
- c. COVANTA will maintain the Transfer Station including such ingress and egress as is required for its proper and efficient operation and agrees to remove the snow on the main driveway leading from Fitzwatertown Road to the compactor building. COVANTA shall have the right to make alterations and improvements to the Premises and Transfer Station.
- d. The aggregate maximum annual tonnage of Residential Municipal Waste and Commercial Municipal Waste shall not exceed the daily permitted amount of 940 tons per day or 225,000 tons per calendar year.
- e. COVANTA agrees to require that all municipalities or collectors delivering municipal waste to the Transfer Station and all operators of transfer vehicles to route their trucks over established state highways, reasonably acceptable to ABINGTON when traveling through ABINGTON, and to submit to COVANTA, for its approval, their routes to and from the Transfer Station. COVANTA shall actively enforce its rules and regulations. Should truck routes through ABINGTON require the use of local roads, such usage shall require the approval of ABINGTON. Only waste originating in Pennsylvania municipalities may be brought to the Transfer Station.
- f. Municipal waste shall not be stored in the Transfer Station for more than twenty-four (24) hours.

- g. The Transfer Station shall operate during all permitted operational hours Monday through Friday. Permitted operational hours are presently between 7:00 a.m. and 4:00 p.m. Holidays whereon the Transfer Station will not be in operation will include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, during the Contract period. If an emergency occurs and the Pennsylvania Department of Environmental Protection ("PADEP") approves extending the operating hours, ABINGTON may request that COVANTA operate for the extended time. Operations during the Saturday hours will be at ABINGTON'S sole discretion, except that COVANTA may move trailers on Saturdays if necessary. Maintenance activities may extend beyond operational hours if approved by ABINGTON in writing. Extension of operating hours, aside from the emergencies provided for in the Permit's Operating Plan, shall be by permit modification. Change in operating hours, other than that contemplated by ABINGTON as discussed above, will be by permit modification initiated and paid by COVANTA, and accepted by the Host Municipality (Upper Dublin Township) and ABINGTON.
4. INSURANCE: COVANTA shall furnish certificates of insurance in the company and in a form satisfactory to ABINGTON'S Solicitor evidencing that COVANTA has obtained and is maintaining in effect, Commercial General Liability Policy issued in the name of COVANTA and also naming ABINGTON as an additional insured that will protect ABINGTON against any and all public liability and/or property damages arising out of COVANTA'S operations, in a limit of \$1,000,000.00 with \$4,000,000.00 in excess coverage. The insurance shall be not be cancelled except with thirty (30) days prior written notice to ABINGTON. Cancellation of this insurance shall be considered a default of this Lease Agreement.
5. INDEMNIFICATION, HOLD HARMLESS AND DUTY TO DEFEND:
- a. The parties acknowledge that a Phase I Environment Assessment dated July, 1990, prepared for the Waste System Authority of Eastern Montgomery County by Gannett Fleming, Inc., identifies the possible existence of ash and bypassed waste on or under the ground that is the subject of the Lease Agreement. ABINGTON shall indemnify, hold harmless and defend COVANTA against all and any claims, costs and expenses, including attorney's fees, which may be incurred by reason of any and all claims, environmental mitigation/cleanup orders, liens, penalties, fines and encumbrances of any kind, arising out of or relating to the use of the ground described in Exhibit "A" during the term of this Agreement and any extensions or continuations thereof related in any manner to the Township's prior use of the site .
- b. Except for ABINGTON'S indemnification, hold harmless and duty to defend in Paragraph 6.a., COVANTA and/or the named entity who submitted the 2014 bid for the operation and maintenance of the Transfer Station ("Bidding Entity") shall indemnify, hold harmless and defend COVANTA against any and all claims, costs and expenses, including attorney's fees, which may be incurred by reason of any and all claims, liens, penalties, fines and encumbrances of any kind, arising out of or relating to the use of the Premises during the term of this Agreement and

any extensions or continuations thereof whether arising by act or omission of COVANTA or any person or entity except the act or omission due to the negligence of ABINGTON, its agents or employees, or any person acting pursuant to ABINGTON'S direction or under its control.

6. ASSIGNABILITY: This Lease Agreement is not assignable except to an affiliate of COVANTA without ABINGTON'S prior written consent which consent shall not be unreasonably withheld.
7. QUIET ENJOYMENT: COVANTA shall, subject to the terms of this Lease Agreement, at all times during the term, have peaceful and quiet enjoyment of the Premises.
8. DEFAULT: COVANTA shall not be deemed to be in breach of this Lease Agreement unless it fails to perform any term or condition under this Lease Agreement within thirty (30) days after receipt of written notice from ABINGTON specifying the failure (provided, however, that if such failure is of such a nature that the same cannot be cured within said thirty (30) days, COVANTA shall not be in default if COVANTA has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence). Both COVANTA and the Bidding Entity shall be responsible in the event of a default or breach of this Lease Agreement.
9. CASUALTY: If any part of the Premises is damaged by casualty or other harm other than through the negligence or willful misconduct of COVANTA, its employees, agents, vendors, or subcontractors, COVANTA may terminate this Agreement by providing written notice to ABINGTON, which termination will be effective as of the date of such casualty or other harm. In the event COVANTA elects to rebuild or restore the Premises, all monetary amounts that COVANTA is obligated to pay ABINGTON hereunder shall be abated during the period COVANTA is unable to conduct its operations at the Premises as the result of such casualty or other harm and/or such rebuilding or restoration. Should any damage or harm be caused by the negligent or willful conduct of COVANTA, its employees, agents, vendors or subcontractors, COVANTA will continue to pay all amounts due under this Agreement, and any other binding Contract Document.


IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed under their official seals the date first above written.

ATTEST:

TOWNSHIP OF ABINGTON



SECRETARY
Michael LeFevre



Wayne C. Luker, President
Board of Commissioners

ATTEST:

COVANTA ABINGTON LLC

Vice President

EXHIBIT A

LEASED GROUND PLAN

ALL THAT CERTAIN tract or piece of land situate in Upper Dublin Township, Montgomery County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point, said point being located the following course and distance from a point in the middle of Fitzwatertown Road in the line of land now or late of Royer F. McGlade, Jr. and Elizabeth M. McGlade, thence along the middle of Fitzwatertown Road North 69° 18' East a distance of 277.97 feet to said point of beginning, thence from said point of beginning the following fourteen (14) courses and distances: (1) North 69° 18' East a distance of 184.00 feet to a point; thence, (2) South 66° 34' East a distance of 202.78 feet to a point; thence, (3) South 75° 05' East a distance of 70.00 feet to a point; thence, (4) along the arc of a circle curving to the right, having the radius of 190.00 feet, the arc distance of 197.31 feet to a point; thence, (5) North 74° 25' East a distance of 10.00 feet to a point; thence, (6) along the arc of a circle curving to the right, having the radius of 200.00 feet, the arc distance of 183.26 feet to a point; thence, (7) South 36° 55' 04" West a distance of 155.24 feet to a point; thence, (8) South 70° 48' West a distance of 151.84 feet to a point; thence, (9) North 19° 12' West a distance of 113.00 feet to a point; thence, (10) South 70° 48' 00" West a distance of 64.98 feet to a point; thence, (11) North 19° 12' 00" West a distance of 57.50 feet to a point; thence, (12) North 77° 16' 55" West a distance of 76.60 feet to a point; thence, (13) North 20° 34' 08" East a distance of 22.99 feet to a point; thence, (14) North 19° 12' 00" West a distance of 353.00 feet to a point, said point being the first mentioned point and place of beginning.


CONTAINING 4.7788 Acres.

BOARD ACTION REQUEST

PUBLIC WORKS COMMITTEE

December 1, 2014
DATE

PW3
AGENDA ITEM NUMBER

<u>DEPARTMENT</u>	<u>AGENDA ITEM</u>	<u>TOWNSHIP MANAGER</u>
Administration	Refuse Disposal Transfer Station Operation	

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.

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.

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.

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment is dated as of DECEMBER 12, 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: Wayne C. Luter

Name: WAYNE C. LUTER

Title: PRESIDENT

COVANTA ABINGTON, LLC

By: James M. Wickey

Name: JAMES M. WICKY

Title: VP

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment is dated as of February 20, 2020 and amends the Lease Agreement dated as of December 11, 2014 and First Amendment to Lease Agreement dated as of November 14, 2019 (together, 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:

1. The term of this Lease Agreement is hereby extended through June 30, 2020.
2. Effective as of April 1, 2020, Section 3(f) is hereby deleted and replaced with the following:

Covanta shall provide routine daily maintenance of the Transfer Station and Abington shall provide long term maintenance of the Transfer Station, including any stationary equipment replacement, repair or refurbishment with a cost in excess of \$2,500; Covanta shall be responsible for replacement, repair or refurbishment of stationary equipment where the cost of each such replacement, repair or refurbishment is \$2,500 or less. Stationary equipment shall include any stationary waste handling equipment, grounds and facilities structural items, and mechanical items. Covanta shall maintain the grounds within the Premises in a clean and sanitary condition, including lawn care, leaf removal, litter and debris removal, tree trimming and snow removal. Covanta shall pressure wash the interior and exterior of the Transfer Station as needed and mutually agreed upon. Covanta shall be responsible for all expenses related to mobile equipment. 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 Second Amendment to Lease Agreement the date first above written.

TOWNSHIP OF ABINGTON

By: _____
Name: _____
Title: _____

COVANTA ABINGTON, LLC

By: _____

Name: _____

Title: _____



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

Public Works

DEPARTMENT

PW-08-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Resolution No. 20-013 A Resolution Authorizing the Signature of Right Of Way Plans for Transportation Set Aside Project and Proposal for Engineering Design Services - Supplemental 1.

EXECUTIVE SUMMARY:

Abington Township has developed a Master Bike Plan for a multimodal trail to be constructed to provide connections to Alverthorpe Park and the existing trail system. Portions of the Trail will be constructed within areas of right-of-way of Washington Lane, Greenwood Avenue, and Jenkintown Road and areas of easements which the Township intends to acquire from owners of real property along the subject roadways.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Motion approving Proposal for Engineering Design Services - Supplement 1. and to adopt Resolution No. 20-013 Authorizing the Signature of Right Of Way Plans for Transportation Set Aside Project

**ABINGTON TOWNSHIP
RESOLUTION NO. 20-013**

**A RESOLUTION OF ABINGTON TOWNSHIP, COUNTY OF MONTGOMERY,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE SIGNATURE OF
RIGHT OF WAY PLANS FOR TRANSPORTATION SET ASIDE PROJECT**

WHEREAS, the Township has developed a master bike plan for a multimodal trail (the "Trail") to be constructed to provide connections to Alverthorpe Park and the existing trail system (the "Trail Project"); and

WHEREAS, portions of the Trail will be constructed within areas of right-of-way of Washington Lane, Greenwood Avenue, and Jenkintown Road and areas of easements which the Township intends to acquire from owners of real property along the subject roadways; and

WHEREAS, the Township's engineering consultant, McMahon Associates, Inc., has prepared the attached right of way plans titled, "Drawings Authorizing Acquisition of Right of Way for State Route 2021 Section JEN R/W" consisting of 10 sheets (the "Right of Way Plans") which must be approved by the Pennsylvania Department of Transportation ("Penn DOT") before the Township may negotiate to acquire the necessary easements for construction, maintenance and installation of the Trail; and

WHEREAS, before PennDOT can approve the Right of Way Plans, they must be approved and signed by the Board of Commissioners;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Abington Township that the Township approves the Right of Way Plans and authorizes the President of the Board of Commissioners to sign the same prior to submission to PennDOT.

IN WITNESS THEROF, I affix my hand and attach the seal of the Abington Township Board of Commissioners this 12th day of March 2020.

ABINGTON TOWNSHIP

John L. Spiegelman, President
Board of Commissioners

ATTEST:

Richard Manfredi,
Township Manager & Secretary



McMAHON ASSOCIATES, INC.
835 Springdale Drive, Suite 200
Exton, PA 19341
p 610-594-9995 | f 610-594-9565

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

February 17, 2020

Mr. Richard J. Manfredi, Township Manager
Abington Township
1176 York Road
Abington, PA 19001

RE: Proposal for Engineering Design Services – Supplement 1
Washington Lane Drainage and Sidewalk (Phase 2 & 3), Abington Trail Transportation
Alternatives Set-Aside (Phase 4) and Jenkintown Road and Meetinghouse Road Intersection
(Phase 5) Projects
Abington Township, Montgomery County, PA
McMahon Project No. 818187.2A

Dear Mr. Manfredi:

McMahon Associates, Inc. is pleased to submit this supplemental proposal to complete additional engineering services associated with the Phase 2, 3 and 4 projects and for completing the engineering for the Phase 5 project, which was not included in our original proposal. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. For the purpose of this supplemental proposal, the scope of services for the additional engineering are as follows:

Scope of Services for Phase 2, 3 and 4

Task 1 – PCSM Design for Trail – The proposed 10' wide trail will require the installation of multiple Post Construction Stormwater Management (PCSM) features such as infiltration facilities along the limits of the project to meet the requirements of the NPDES permitting regulations. The design of these facilities will be in accordance with all applicable sections of the PADEP Erosion and Sediment Pollution Control Program Manual, dated March 2012 and the Pennsylvania Stormwater Best Management Practices Manual, dated December 2006. In addition, other stormwater management and green street publications from the Philadelphia Water Department will be utilized as a good engineering resource. The design of these facilities will require stormwater infiltration testing. For the purpose of this proposal, we will use Ingram Engineering to complete the testing work. A total of twelve (12) tests will be needed. In addition to the design, PCSM Plans and calculations will be prepared and submitted with the NPDES Permit Application.

Task 2 – Additional Bid Documents – The stormwater and sidewalk improvements will be constructed in three phases. Phase 1 will be along Washington Lane from Red Rambler Road to Autumn Road. This was completed under our original contract. Phase 2 will include Washington Lane from Vernon Road to the existing outfall on Greenwood Avenue. This work will be included in the Plans, Specification and Estimate (PS&E) package for the Trail Transportation Alternatives Set-Aside project (Phase 4), which will be bid through PennDOT’s ECMS. Phase 3 will be along Washington Lane from Red Rambler Road to Newbold Road. As a result, two separate bid packages (Phase 1 and Phase 3) will be required. In addition, Phase 2 will be included with the ECMS bid package mentioned above.

Task 3 – Subsurface Utility Exploration (SUE) – Based on the findings of the topographic survey, detailed field view and review of utility as-built drawings, twenty-eight (28) test pits will be required along the limits of both projects to determine the horizontal location, depth and size of the existing utilities that will be in conflict with the proposed drainage facilities. For the purpose of this proposal, we will use Trinity Subsurface Engineering, LLC to complete the SUE work. Prior to the SUE work, McMahon will provide preliminary test pit mapping and stakeout the test pits in the field so that Trinity Subsurface Engineering, LLC can conduct the work. Please note that the SUE work will include traffic control, locating the utility with a GPR, core bore, vacuum excavation and pavement restoration.

Scope of Services for Phase 5

Based on current project funding, the improvements will follow PennDOT’s Highway Occupancy Permit (HOP) process. The proposed intersection improvements are summarized below.

- Widen the north side of Jenkintown Road to provide a 200-foot eastbound left-turn lane and a 75-foot westbound left-turn lane.
- Widen the west side of Meetinghouse Road to provide a 150-foot southbound right-turn lane and to replace the existing concrete sidewalk.
- Adjust the existing horizontal curve along Jenkintown Road at Greenwood Avenue to provide a softer radius and improvement sight distance. The new alignment will shift the curve to the south, up to the line of utility poles that were recently relocated.
- Close Greenwood Avenue at Jenkintown Road by removing a small portion of the existing pavement. The existing Right-of-Way and the majority of the existing cartway and access to Meetinghouse Road will be maintained.
- *The following improvements will be incorporated into the plans, but the design of these items is included under a separate proposal, previously approved by the Township.*
 - Provide a multi-use trail along the north side of Jenkintown Road between Greenwood Avenue and Meetinghouse Road.
 - Provide a new traffic signal and new ADA curb ramps.

Task 1 – Additional Topographic Survey – The majority of the topographic survey needed to design for the improvements identified above has already been obtained under a separate proposal, previously approved by the Township. However, additional survey is needed at the southwest corner of Jenkintown Road and Greenwood Avenue in order to adjust the existing horizontal curve. The specific work to be completed for this task will include the field work and CAD drafting for that area.

Task 2 – Highway Occupancy Permit (HOP) Plans (1st Submission) – The specific work to be completed for this task will include the design of the proposed intersection improvements described above and preparation of the HOP submission package. The HOP submission package will include plans for construction, design reports, supporting analysis, and documentation. The Highway Occupancy Permit Plans will be prepared in accordance with **Pennsylvania Code Title 67, Transportation, Chapter 441, “Access to and Occupancy of Highways by Driveways and Local Roads”, Publication 282, “Highway Occupancy Permit Handbook”, Publication 13M, “Design Manual (Part 2)”, and any available District 6-0 Highway Occupancy Permit procedures and guidelines.** The HOP submission package will include the following:

Highway Occupancy Permit Plans

- Intersection improvement (geometric) plans, drawn to 1"=25' scale
- Intersection grading plans, including bottom of curb and edge of pavement elevations for the proposed pavement widening and intersection radii adjustments
- Roadway profile for Jenkintown Avenue and Meetinghouse Road
- Roadway drainage requirements, including existing drainage features, proposed drainage swales, proposed inlet and pipe layout, pipe profiles, adjacent site stormwater management facilities (basin/underground storage and outlet structure) and standard details, as necessary
- Typical roadway sections, indicating lane and shoulder widths, pavement structure type and depths based on available PennDOT plans and RMS data
- Cross-sections at 50-foot intervals (1"=5' scale)
- List of standard details from PennDOT RC-drawings and appropriate construction notes
- Maintenance and protection of traffic plans (*Publication 213 figures only*)
- Pavement marking and signing plans
- Truck turning templates at the intersection
- Standard District 6-0 HOP notes and sight distance analysis
- Engineer's opinion of construction cost estimate (based on the approved HOP plans or when requested by you). *Additional cost estimates can be prepared, as requested, at an additional fee.*

Design Analysis and Reports

- **Pavement Design** – This project will be classified as a medium impact project, and therefore a Pavement Design Report will be prepared in accordance with the **PennDOT Pub. 242, “Roadway Management Manual”** and the **Highway Occupancy Permit Pavement Design Guidelines, August 2006.** McMahon will have our pavement testing sub-consultant, Ingram

Engineering Services, Inc., obtain cores to determine the existing pavement composition and CBR values of the existing subgrade soils within the project limits. Upon receipt of the pavement information, McMahon will prepare a pavement design report to determine the required pavement section for the proposed pavement widening. *The core boring and CBR testing work (\$7,300) will be invoiced as a separate line item.*

- **Roadway Drainage Report** – McMahon will design additional roadway drainage facilities and modifications to the existing facilities along the site frontage, as needed, based on PennDOT’s stormwater criteria. The design analysis will include drainage area/runoff calculations, inlet spread analysis, capacity calculations for existing and proposed swales and storm pipe, as necessary in order to meet PennDOT’s requirements.

McMahon will complete a Roadway Drainage Report for submission to PennDOT and the Township addressing stormwater along the roadways within the project limits. The report will include all calculations described above.

E&S and Post Construction Stormwater Management – The preparation of an Erosion and Sediment Pollution Control (E&SPC) Plan and NPDES permit application are not included in this proposal. Based on our preliminary calculations, this intersection project will be under one acre of disturbance and therefore will not require an NPDES permit. *If the removal of Greenwood Avenue pavement is added to the project scope, it would push the total disturbance over one acre. If this work is required, then an addendum proposal will be provided for you approval (potential cost of \$20,000 to \$40,000 of E&S Plans, stormwater management BMP design, and NPDES permitting).*

Task 3 – Applications, Coordination and Standard PennDOT Documentation

McMahon will assist with required Highway Occupancy Permit documentation as described below.

- **PennDOT Electronic Permitting System (EPS)** – On November 1, 2011, PennDOT implemented a new web-based HOP application system. All HOP plans, reports and documentation will need to be uploaded electronically to the EPS. The applicant will need to complete PennDOT’s **M-950AA “Applicant’s Authorization for Agent to Apply for Highway Occupancy Permit”** Form. Additionally, the applicant must apply for a **Business Partner ID (BPID)** prior to the issuance of the Highway Occupancy Permit. The BPID will be used in the establishment of a billing account for the invoicing of construction inspection costs. McMahon will assist with the registration and submission process.
- **Stormwater Facility Maintenance Policy** – A recent PennDOT policy change now requires that the municipality and the HOP applicant be co-applicants on a separate Stormwater HOP application when modifying subsurface drainage facilities within State Right-of-Way. The new drainage facilities are the primary responsibility of the local government to continually

maintain or replace. McMahon will prepare and forward the Drainage HOP application to the Township for signature.

This task also includes the preparation of a separate Stormwater HOP Plan set, which is required by PennDOT before the permit is issued. The Stormwater HOP plans will be prepared and submitted to PennDOT after all technical comments on the proposed roadway improvements have been addressed.

- **Adjacent Property Owner Coordination** – Notification will be necessary to adjacent property owners where the roadway improvements occur along their frontage. McMahon will prepare the notification letters for your review and McMahon will send them to the property owners via certified mail. **Property owner Permission will be needed from the owners at the intersection where there is a proposed auxiliary lane along their frontage.** McMahon will prepare the required sign off documents and forward to you for execution and coordination with the owners.

Right-of-Way Plans and Easement Coordination – Based on the current survey and Right-of-Way research, it appears that the proposed improvements may be constructed within the existing Legal Right-of-Way. Therefore, this proposal assumes that no Right-of-Way acquisition/dedication or easements will be required. However, if required by PennDOT, McMahon can provide a scope of services and fee estimate. *Additionally, please be aware that PennDOT may require a full set of Right-of-Way Plans in accordance with their standards for any new Right-of-Way along West Baltimore Avenue at the end of the construction. McMahon can provide a scope of services and fee estimate at this time if needed.*

Task 4 – Utility Coordination

McMahon will notify the Pennsylvania One Call System of design and construction activity for the project and will send plans and request markups and as-built plans from utilities with involvement at this location. As utility plans are received, they will be checked against the field data to verify utility locations and will then be plotted on the project construction plans. During the design phase of the project, we will attempt to avoid utility conflicts with the resources that are available to us. Our office will identify all known utilities that will need to be relocated to the best of our ability. Additional subsurface utility information at this intersection will be obtained under a separate proposal, which is concurrently being provided to the Township.

Based on our preliminary research, the proposed widening will impact at least two (2) major utility poles and one (1) guy pole. For this task, McMahon will work with the facility owners (i.e., PECO Electric, Verizon, Comcast, etc.) for their relocation design and the required relocation fees. McMahon will forward the relocation documents to you for execution. Please note that payment is typically required before the relocation work to be scheduled and performed by the utility company. If there are facilities that cannot be relocated and a roadway design change is required, McMahon will coordinate

with you to discuss the redesign and determine the scope of services and fee required to revise the plans.

Since it is difficult to determine the level of effort required to coordinate with each facility owner, the services described in this task are on a time-and-materials, estimate basis. At the approach of the limit, we will contact you to determine if authorization for further services are necessary. McMahon will send a utility status update once the Highway Occupancy Permit is issued. At that point, the client, their construction manager or their contractor will need to take on any remaining utility coordination that may be necessary to finalize relocation contracts or schedule relocation work.

Task 5 – HOP Revisions

Our office anticipates that three (3) resubmissions to PennDOT will be necessary. The specific work to be completed for this task will include coordinating with PennDOT District 6-0's Engineering and Permits Units throughout the resubmissions to discuss plan and report information required as part of the HOP application. This will include coordination (written and verbal correspondence) with units such as Traffic, Operations, Drainage, Right-of-Way and Plans. McMahon will copy Lower Merion Township on all HOP submissions. Upon receipt of review comments from PennDOT and the Township, we will coordinate with you to determine the necessary scope and fee to revise and resubmit the plans.

Task 6 – Bid Document Preparation

The specific work to be completed for this task includes the preparation of bid documents for the intersection improvements. The bid documents will include all general and technical specifications and special provisions. The specifications will be in accordance with PennDOT's Publication 408 and any applicable Township standards. Other bidding tasks to be completed by our office will include preparation of the legal advertisement for prospective bidders for placement in the local newspaper, issuance of any addenda to prospective bidders (if necessary), responding to contractor questions, conducting bid opening and evaluating bids, engineer's recommendation to the Township for the bid award and issuance of Notice of Award and Notice to Proceed letters to the contractor. McMahon will also estimate bidding quantities and provide the Township with .PDF files of all plans, specifications and bidding documents for use with Pennsylvania's electronic document and bid management program, PennBid. In addition, this task includes coordination with PennDOT District 6-0 during the bidding stage, construction oversight for the traffic signal installation and final traffic signal acceptance including any revisions to the permit plan.

For Phase 5, this proposal does not include design related to any major design revisions, detailed traffic analysis, structural design, culvert modifications, coordination with property owners, preparation of plats and legal descriptions, wetland delineation, environmental studies or permits, stormwater management design, erosion and sediment pollution control plans, soil testing for infiltration, subsurface utility exploration work, preparation of utility HOPs and utility relocation engineering. *These services can be provided by McMahon under a separate proposal.*

In addition, construction administration, inspection and survey during construction and design revisions during construction services is not provided in this proposal for Phases 2, 3, 4 and 5. These services can be provided by McMahon under a separate proposal, after project approvals and construction funding is secured. At that time, the associated inspection requirements can be determined.

Fee

Based on the scope of services described above, our fee for the above tasks is as follows:

Phases 2, 3 and 4

Task 1 – PCSM Design for Trail.....	\$ 35,500
Stormwater Infiltration Testing (Ingram).....	\$ 11,500
Task 2 – Additional Bid Documents.....	\$ 20,000
Task 3 – Subsurface Utility Exploration (SUE).....	\$ 4,500
SUE (Trinity).....	\$ 29,250
	SUBTOTAL..... \$100,750

Phase 5

Task 1 – Additional Topographic Survey.....	\$ 6,900
Task 2 – HOP Submission (1 st Submission).....	\$ 48,700
Task 3 – Project Documentation.....	\$ 3,500
Task 4 – Utility Coordination.....	\$ 4,500*
Task 5 – HOP Revisions.....	\$ 21,900*
Task 6 – Bid Document Preparation.....	\$ 5,000
Pavement Cores and CBR Testing.....	\$ 7,700
	SUBTOTAL..... \$ 98,200

***We have provided an estimated fee for budgeting purposes as the level of work is unknown at this time. If there are changes to the fee, we will contact you for authorization of the additional fees prior to continuing the project.**

Reimbursable expenses, such as travel and reproduction, will be billed in addition to the fee above. Meetings, as necessary, including meetings with the Montgomery County Conservation District, PennDOT, PADEP and utility companies, will be invoiced on a time and materials basis in accordance with our Standard Provisions for Professional Services (attached). Supplemental services not specifically described above, including but not limited to the exclusions listed above and conference calls, meetings, hearings, etc., are not included in the scope of this proposal, but will be provided, as necessary and as authorized, on a time-and-materials basis. Please refer to our attached Standard Provisions for Professional Services.

Timing

McMahon is prepared to immediately begin working on the supplemental services upon your written authorization to proceed by returning this agreement with an authorized signature. The anticipated schedule for the Highway Occupancy Permit submission process (Phase 5) is approximately six to twelve months minimum, based on previous experience with PennDOT on similar type projects. Please note that there are many items that will require project team coordination from you and your legal counsel throughout the project. Issuance of the Highway Occupancy Permit and the project schedule will be dependent on the extent of the review comments, coordination with outside agencies and the chance for unforeseen circumstances.

Conditions

This agreement hereto sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings whether written or oral with respect to the subject matter hereof and may not be altered, modified, changed, amended or waived in any manner, except in a writing signed by all of the parties hereto. The conditions of this agreement call for the execution of this contract with the understanding that **Invoices for services will be submitted monthly and are payable within 30 days of issuance.** All invoices not paid within 30 days are subject to a 1.5% monthly interest charge, and all projects with overdue balances exceeding 90 days will be subject to a stoppage of all work. Any changes in the specific work program described above will result in an adjustment of the conditions and fees.

If the terms of this contract, as contained herein, and in the attached Standard Provisions for Professional Services are agreeable to you, please execute both copies of the agreement below in the space provided and return one signed copy to our office. If you should have any questions, or require further information, please feel free to contact me at 610-594-9995, ext. 5129.

Sincerely,



Stephen C. Giampaolo, P.E.
Senior Project Manager

Phase 2, 3 and 4:	_____
Phase 5:	_____

SCG/smd
Attachments

Accepted by Abington Township:

I have reviewed all terms of this contract, and I am authorized to sign in the space below for execution of this contract.

By: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title: _____

Date: _____

MCMAHON ASSOCIATES, INC.
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
ABINGTON TOWNSHIP
2020

SERVICES

McMahon Associates, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon Associates, Inc. staff to this project computed to the nearest one-half hour.

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Senior Project Manager	\$170
Project Manager/Survey Chief	\$155
Senior Project Engineer	\$135
Project Engineer	\$120
Staff Engineer/Party Chief	\$100
Technician/Word Processor/Survey Tech	\$80
Field Personnel	\$50

TERMS

1. **Invoices** – Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses. Payment is due to McMahon Associates, Inc. within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. **Rates** – Principal and Associate time will be billed at a rate of **\$195** per hour, when involvement is requested by the client, or project needs dictate. The above billing rates are for invoices payable by the municipality.
3. **Confidentiality** – Technical and pricing information in this proposal is the confidential and proprietary property of McMahon Associates, Inc. and is not to be disclosed or made available to third parties without the written consent of McMahon Associates, Inc.
4. **Commitments** – Fee and schedule commitments will be subject to renegotiation for delays caused by the client's failure to provide specified facilities or information, or any other unpredictable occurrences.
5. **Expenses** – Automatic Traffic Recorder equipment usage will be billed at \$25.00 per 24-hour count. Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include sub-consultants, reproduction, postage, graphics, and reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long distance phone charges between McMahon Associates offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
6. **Attorney's Fees** – In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney's fees at both the trial and appellate levels.
7. **Ownership and Use of Documents** – All original drawings and information are to remain the property of McMahon Associates Inc. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
8. **Insurance** – McMahon Associates, Inc. will maintain at its own expense Workman's Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
9. **Termination** – This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
10. **Binding Status** – The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

DISTRICT	COUNTY	TOWNSHIP	BOROUGH	ROUTE	SECTION	TOTAL SHEETS
6-0	MONTGOMERY	ABINGTON		2021	JEN R/W	10

MPMS NO. 11077B

ABINGTON TOWNSHIP DRAWINGS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR

STATE ROUTE 2021 SECTION JEN R/W

IN MONTGOMERY COUNTY

FROM STA 210+00.00 TO STA 211+73.00 LENGTH 165.89 FT 0.031 MI

ALSO

TOWNSHIP ROUTE WASHINGTON LANE

FROM STA 123+65.00 TO STA 125+24.59

THIS PLAN PREPARED PURSUANT TO SECTION 2003(e) OF THE ADMINISTRATIVE CODE, AS AMENDED, 71 P.S. SECTION 513(e), AND SECTION 302(b)(3) OF THE EMINENT DOMAIN CODE, 26 Pa.C.S., SECTION 302(b)(3)

SR 2021

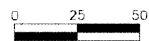
DESIGN DESIGNATION

HIGHWAY CLASSIFICATION	URBAN MINOR ARTERIAL
ROADWAY TYPOGRAPHY	COMMUNITY ARTERIAL (SUBURBAN NEIGHBORHOOD)
DESIGN SPEED	35 MPH
PAVEMENT WIDTH	24'-27'
SHOULDER WIDTH	1'-3'
BIKE LANE	N/A

TRAFFIC DATA

CURRENT ADT	9,524 (2021)
DESIGN YEAR ADT	10,072 (2041)
DHV	1,007
D	55%
T	1%

SCALE



RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN
MONTGOMERY COUNTY, PA.
IN INSTRUMENT # _____
WITNESS MY HAND AND SEAL OF OFFICE
DATE _____
RECORDER _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY SS
BEFORE ME, A NOTARY PUBLIC, PERSONALLY CAME KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSON WHO HAS BEEN AUTHORIZED BY WRITTEN DELEGATION WITNESS THE SIGNATURE OF THE ABINGTON TOWNSHIP OFFICIAL, ON PLANS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY BY THE TOWNSHIP, AND AS SUCH AUTHORIZED REPRESENTATIVE ACKNOWLEDGED THE WITHIN PLAN, COMPRISING 10 SHEETS, TO BE AN OFFICIAL PLAN OF THE TOWNSHIP AND DESIRED THAT THE SAME BE RECORDED AS SUCH.
WITNESS MY HAND AND NOTARIAL SEAL

PREPARED BY:
MCMAHON ASSOCIATES INC
425 COMMERCE DRIVE
FORT WASHINGTON, PA 19034



KENNETH SWIFT, P.L.S.

DATE: _____

PREPARED BY:
MCMAHON ASSOCIATES INC
635 SPRINGDALE DRIVE, SUITE 200
EXTON, PA 19341



STEPHEN C. GIAMPAOLO, P.E.

DATE: _____

RECOMMENDED DATE: _____

DISTRICT EXECUTIVE

RESOLUTION NUMBER: _____

APPROVED DATE: _____

(BOARD OF COMMISSIONERS PRESIDENT)

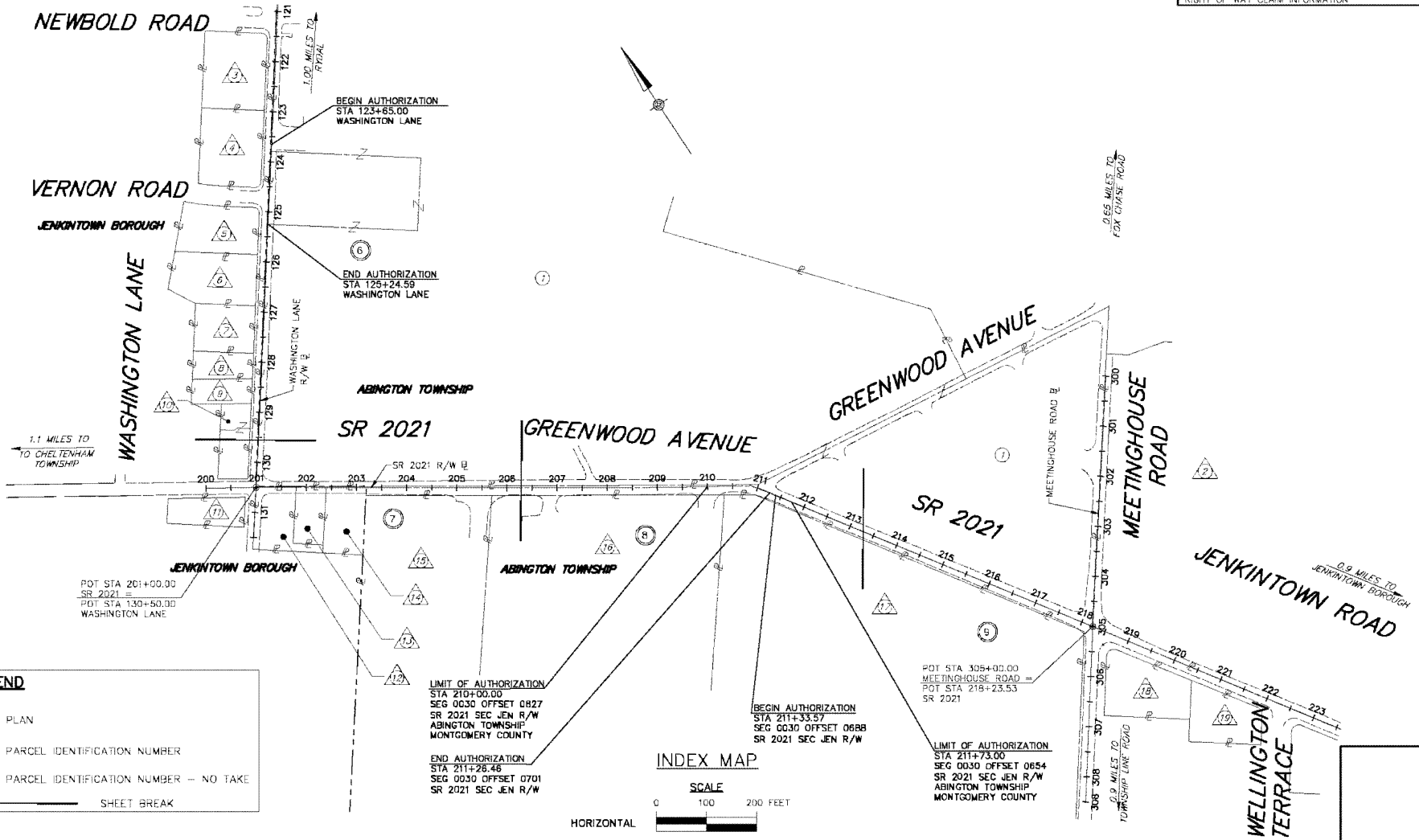
TABULATION OF PROPERTY OWNERS

① JOHN BARNES TRUSTEE INC.	⑨ H. WILLIAM LOESCH AND PATRICIA LOESCH	⑪ CHRISTOPHER J. DIVALENTING	⑮ PLAZA UNIT ACQUISITION LP
② ABINGTON TOWNSHIP	⑦ STEPHEN L. CONWAY AND MICHELLE P. MCKIERMAN	⑬ MIDGARD PROPERTIES, LP	⑯ JOHN BARNES TRUSTEE INC.
③ VISION OF HOPE BAPTIST CHURCH	⑧ KATHRYN M. VANCE	⑫ MIDGARD PROPERTIES, LP	⑰ MICHAEL T. CAMERON AND KAREN A. CAMERON
④ SEAN P. KILKENNY AND Betsy M. KILKENNY	⑩ INVESTOR PROPERTY SOLUTIONS, LLC	⑭ WENDY E. BROWDER	⑱ JULIE A. THOMAS AND MARTIN J. THOMAS
⑤ LISA TREADWAY KURTZ	⑥ WILLIAM J. McMAHON AND NICOLE L. McMAHON	⑯ DEVELOPMENT UNIT ACQUISITION LP	

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	2 OF 10
ABINGTON TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

SHEET INDEX BLOCK

DESCRIPTION	SHEET
TITLE SHEET	1
INDEX MAP	2
GENERAL NOTES AND LOCATION MAP	3
TYPICAL SECTIONS	4-5
PLAN SHEETS	6-9
RIGHT OF WAY CLAIM INFORMATION	10



LEGEND

- PLAN
- PARCEL IDENTIFICATION NUMBER
- △ PARCEL IDENTIFICATION NUMBER - NO TAKE
- SHEET BREAK

INDEX MAP

SCALE

0 100 200 FEET

HORIZONTAL

PUBLIC UTILITIES

PENNSYLVANIA ONE CALL SYSTEM, INC.
SERIAL NUMBER:
2018318181
2018318182
20183181408
20183181407

ABINGTON TOWNSHIP
1178 OLD YORK ROAD
ABINGTON, PA 19001
(287) 836-1101
ATTN: RICHARD MANFREDI
MANAGER

AQUA PENNSYLVANIA INC.
782 W. LANCASTER AVENUE
BRYAN, PA 19010
(610) 645-1223
JOE STEINHILBER
PROJECT COORDINATOR

COMCAST CABLE COMMUNICATIONS
2320 TRENTON ROAD
LEVITTOWN, PA 1905
215 919-3151
MIKE KIMBERL
CONSTRUCTION MANAGER

DPW/CN CASTLE
2000 CORPORATE DRIVE
DANONSBURG, PA 15017
724-418-2373
ATTN: JARED YOST
ASST SPECIALIST

JENKINTOWN BOROUGHS
700 SUMMIT AVENUE
JENKINTOWN, PA 19046
(215) 885-0700
ATTN: GEORGE LOCKE

PECO ENERGY COMPANY
1350 W. BIRKEDSFO RD
BERKLEY, PA 18312
(610) 725-7129
ATTN: BILL HENSIL
PROGRAM MANAGER

VERIZON PENNSYLVANIA, INC.
1050 VINCENNA DRIVE, 3TH FLOOR
FORT WASHINGTON, PA 19004
(215) 391-8495
ATTN: LAURA LIPINCOTT
SECTION MANAGER

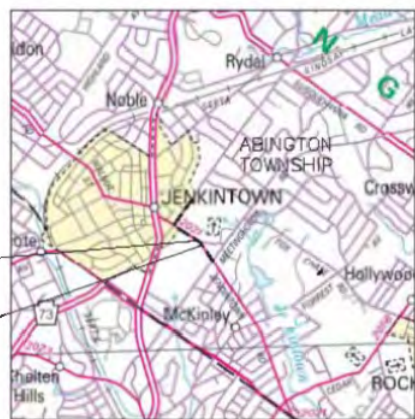
SUMMARY OF PROJECT COORDINATES

DEED TO THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)

ROUTE	STATION	POINT	COORDINATES		BEARING
			NORTH	EAST	
SR 2021 R/W	200+00.00	POT	288,186.9376	2,703,054.7534	S37°48'29"E
	201+00.00	PI	288,132.9128	2,703,139.3491	
	209+89.84	PC	287,808.0747	2,703,631.4390	S56°34'14"E
	208+70.33	PI	287,704.9686	2,703,789.7521	
	210+89.01	PRC	287,602.9556	2,703,950.5695	S57°58'08"E
	210+80.18	PI	287,581.7238	2,703,988.5224	
	211+10.75	PRC	287,574.1130	2,703,980.3611	S1°03'10"E
	212+58.22	PI	287,452.0015	2,704,082.8598	
	214+03.88	PT	287,330.0465	2,704,145.8557	S41°12'20"E
	226+00.00	POT	288,342.3425	2,704,817.3142	

ROUTE	STATION	POINT	COORDINATES		BEARING
			NORTH	EAST	
WASHINGTON LANE R/W	117+88.89	POT	288,171.7148	2,703,882.4860	S35°57'09"W
	124+72.03	POT	288,600.9023	2,703,478.4570	S35°51'38"W
	129+50.00	POT	288,213.5418	2,703,198.4678	
	131+50.00	POT	288,053.2440	2,703,080.2054	S38°14'58"W

NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) PLACES



LOCATION MAP



LEGEND

PROJECT	—————
STATE HIGHWAY	—————
LOCAL ROADS	—————
MUNICIPAL BORDER	-----
WATER WAY	~~~~~
NO DETOUR	—————

SUMMARY OF REQUIRED RIGHT-OF-WAY

BREAK POINT COORDINATES

NOT APPLICABLE

SUMMARY OF CONTROL POINT COORDINATES

DEED TO THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)

POINT	DESC.	ELEVATION	COORDINATES		STATION	OFFSET
			NORTH	EAST		
9	MAG. MARK	295.3'	287901.5590	270075.9600	209+40.8"	12.46 L"
11	MAG. MARK	297.7'	287762.3412	270147.9803	213+80.18	19.90 L"
13	MAG. MARK	301.25	286806.7063	270444.1942	218+32.71	34.17 L"
17	MAG. MARK	303.9'	288729.6078	270371.8337	200+80.26	16.35 R"
18	MAG. MARK	308.27	288228.8423	270282.3487	128+74.84	24.74 L"
20	REBAR	301.19	288730.4044	270332.1379	202+58.84	110.82 L"
21	MAG. MARK	314.05	288064.9785	270386.7430	184+06.65	87.25 L"
106	REBAR	298.65	287562.4400	2704018.8390	211+40.85	23.71 L"

NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) PLACES

TABULATION OF SEGMENT EQUALITIES

SR 2021	
SEG 0030 OFF 0827	= STA. 210+00.00
SEG 0030 OFF 0727	= STA. 211+00.00
SEG 0030 OFF 0854	= STA. 211+73.00

TABULATION OF OVERALL AND AUTHORIZATION LENGTH

LOCATION	STATION TO STATION	OVERALL LENGTH		AUTHORIZATION LENGTH	
		FEET	MILES	FEET	MILES
SR 2021	STA. 210+00.00 TO STA. 211+73.00	173.00	0.033		
	STA. 210+00.00 TO STA. 211+26.45			126.45	0.024
	STA. 211+33.57 TO STA. 211+73.00			39.43	0.007
	TOTAL	173.00	0.033	165.88	0.031

LIMIT OF AUTHORIZATION
STA. 210+00.00
SEG 0030 OFFSET 0827
SR 2021, SEC. 201 R/W
ABINGTON TOWNSHIP
MONTGOMERY COUNTY

LIMIT OF AUTHORIZATION
STA. 211+73.00
SEG 0030 OFFSET 0854
SR 2021, SEC. 201 R/W
ABINGTON TOWNSHIP
MONTGOMERY COUNTY

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
B-D	MONTGOMERY	2021	JEN R/W	3 OF 10

ABINGTON TOWNSHIP

REVISIONS

NO.	DATE	BY

GENERAL NOTES

THE LEGAL RIGHT OF WAY FOR SR 2021 FORMERLY KNOWN AS LP 48157, FROM STATION 201+00.00 TO STATION 219+00.00 IS VARIABLE IN WIDTH FROM 53' TO 104' BASED ON DRAWINGS AUTHORIZING CONDEMNATION OF RIGHT OF WAY OF LEG. ROUTE 48157 SECTION 1 R/W SIGNED ON MARCH 19, 1988 AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE IN HIGH WAY PLAN BOOK 24 PAGE 51

THE LEGAL RIGHT OF WAY FOR WASHINGTON LANE FROM STATION 123+00.00 TO STATION 130+50.00 IS VARIABLE IN WIDTH FROM 33' TO 63' BASED ON DRAWINGS AUTHORIZING CONDEMNATION OF RIGHT OF WAY OF LEG. ROUTE 48157 SECTION 1 R/W SIGNED ON MARCH 19, 1988 AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE IN HIGH WAY PLAN BOOK 24 PAGE 51.

THE LEGAL RIGHT OF WAY FOR MEETINGHOUSE ROAD FORMERLY KNOWN AS LP 48108, FROM STATION 303+00.00 TO STATION 305+00.00 IS VARIABLE IN WIDTH FROM 72'-75' BASED ON DRAWINGS AUTHORIZING CONDEMNATION OF RIGHT OF WAY OF LEG. ROUTE 48157 SECTION 1 R/W SIGNED ON MARCH 19, 1988 AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE IN HIGH WAY PLAN BOOK 24 PAGE 51.

THE HORIZONTAL CONTROL FOR THIS PROJECT IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD83) SOUTH ZONE.

THE VERTICAL CONTROL FOR THIS PROJECT IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1885 (NAVD85).

THE COMBINED SCALE FACTOR IS 0.999978508

THERE ARE NO NAVIGABLE STREAMS WITHIN THE PROJECT LIMITS.

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD RECORDED SUBMISSION OR LOT PLANS OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEY RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

SIDEWALK EASEMENT: AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THIS EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.

ALL CURVE DATA IS BASED ON THE ARC DEFINITION UNLESS OTHERWISE INDICATED

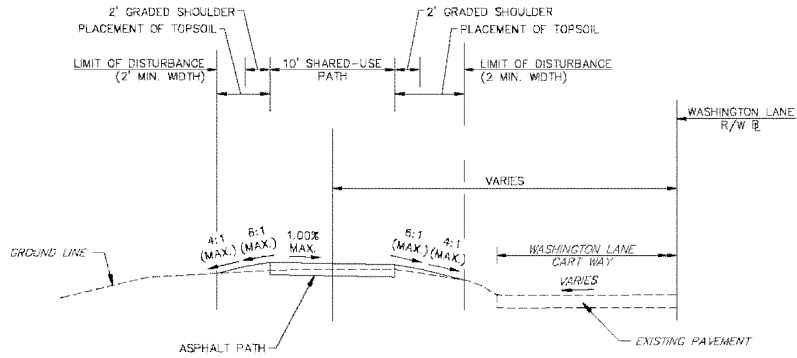
INDICATES THE SLOPE LIMIT

THE HALF CIRCLED NUMBER INDICATES A SCALED DIMENSION

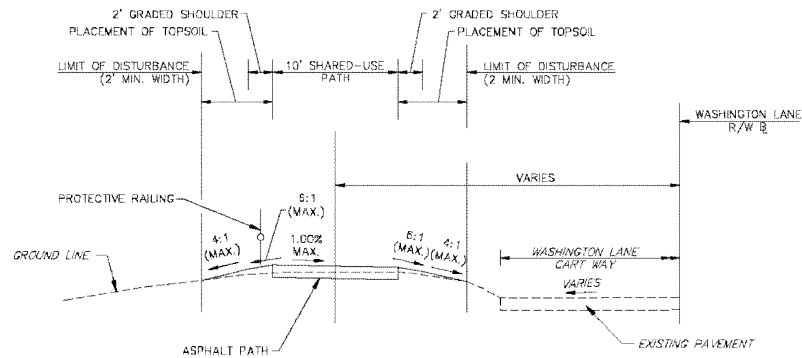
THE PLING OF THIS PLAN IS NOT A CONDEMNATION OF THE PROPERTIES DESIGNATED THEREIN AND DOES NOT IN ANY MANNER WHATSOEVER RESTRICT THE USE OR DISPOSAL THEREOF. AUTHORIZATION TO CONDEMN UNDER THIS PLAN EXTENDS FOR ONLY ONE YEAR FROM THE DATE OF THE BOARD OF COMMISSIONERS PRESIDENT'S SIGNATURE UNLESS AUTHORIZING ACQUISITION OR SUBSEQUENTLY REVISING THE PLAN OR REAUTHORIZING ACQUISITION THEREAFTER.

ALL REQUIRED RIGHT OF WAY FOR THIS PROJECT SHALL BE ACQUIRED IN FEET UNLESS OTHERWISE NOTED. IF ANY, NOT TO BE ACQUIRED IN FEET, SHALL BE ACQUIRED IN THE LESSER ESTATE OR INTEREST NOTED ON THE PLAN SHEET.

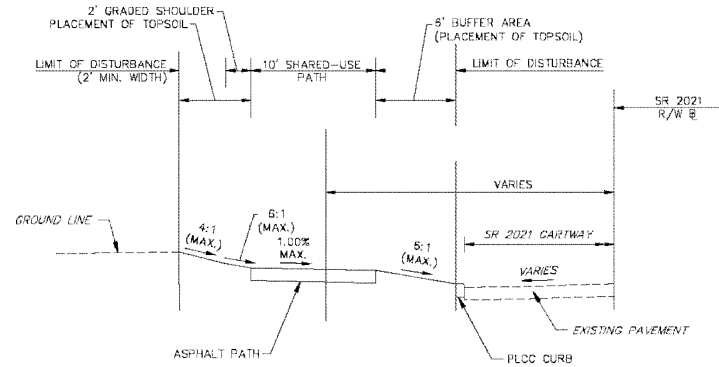
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	4 OF 10
ABINGTON TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	



TYPICAL SECTION
 SHARED-USE PATH ADJACENT TO
 WASHINGTON LANE
 STA. 124+55.18 TO STA. 125+26.82
 NOT TO SCALE



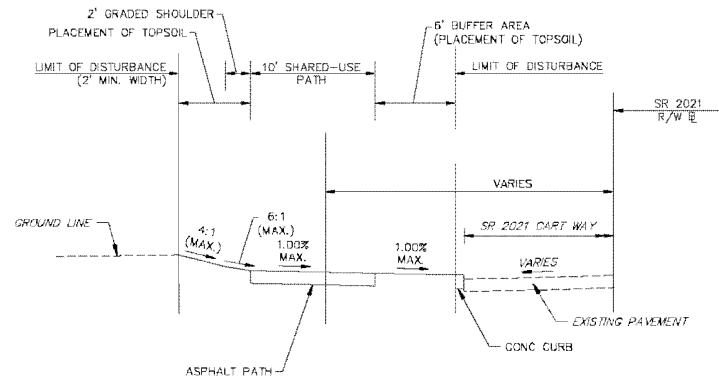
TYPICAL SECTION
 SHARED-USE PATH-ADJACENT TO
 WASHINGTON LANE
 STA. 125+25.82 TO STA. 129+55.80
 NOT TO SCALE



TYPICAL SECTION
 SHARED-USE PATH ADJACENT TO SR 2021
 STA. 201+86.08 TO STA. 208+89.64
 NOT TO SCALE

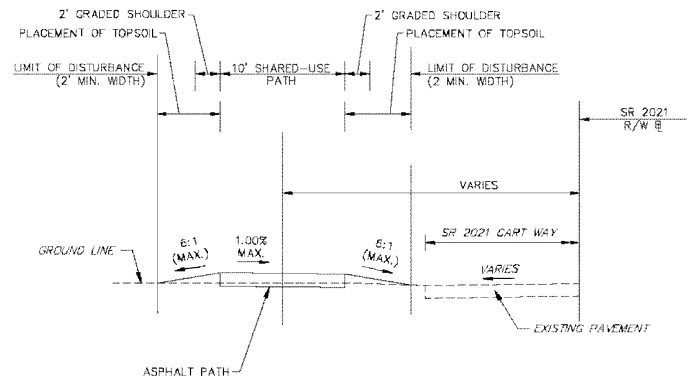
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DISTRICT	COUNTY	ROUTE	SECTION	SHEET
B-0	MONTGOMERY	2021	JEN R/W	5 OF 10
ABINGTON TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	



TYPICAL SECTION

SHARED-USE PATH ADJACENT TO SR 2021
 STA. 206+89.64 TO STA. 210+79.72
 NOT TO SCALE



TYPICAL SECTION

SHARED-USE PATH ADJACENT TO SR 2021
 STA. 211+35.37 TO STA. 217+86.54
 NOT TO SCALE

--	--



WASHINGTON LANE
P STA 124+72.03
Δ 178°54'30"

ABINGTON TOWNSHIP

LEGAL SLOPE

12' DEC
CONTRACTOR
POST & RAIL
BIT DRIVE
GRASS

LEGAL R/W LINE FOR TOWNSHIP ROAD
32' TC
GRASS

LEGAL R/W LINE

LEGAL R/W LINE FOR TOWNSHIP ROAD
CHURCH

(TYP.)
LEGAL R/W LINE FOR TOWNSHIP ROAD
KILKENNY M. KILKENNY

LEGAL R/W LINE FOR TOWNSHIP ROAD
WASHINGTON LANE
JENKINTOWN

CONC
MCKERNAN

BIT DRIVE
WALL (TYP.)
K.A. M.

LEGAL R/W LINE FOR TOWNSHIP ROAD
WILLIAM JACKSON

VERNON ROAD

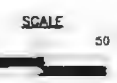
WASHINGTON LANE

LEGEND



NOTE

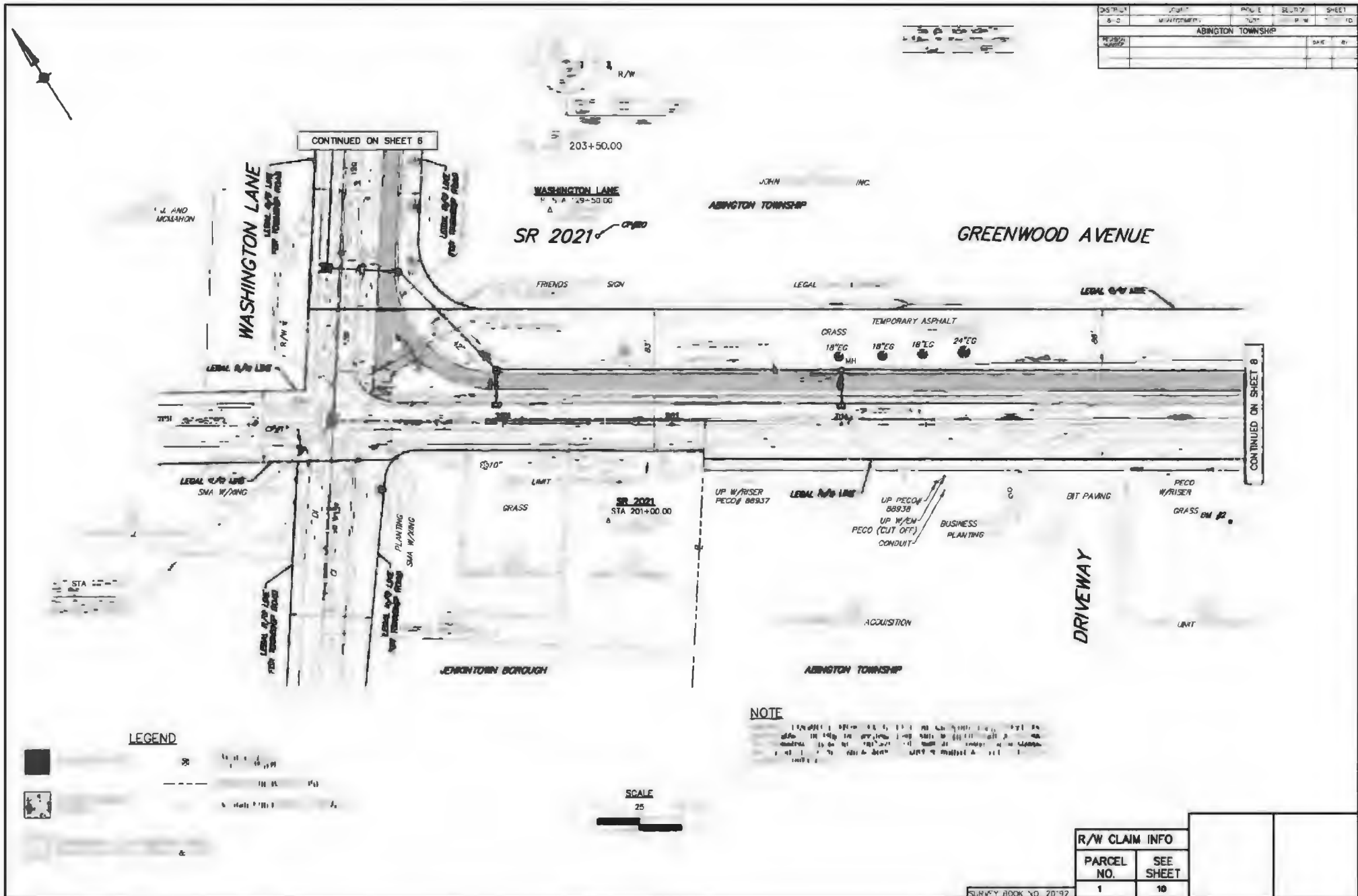
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



R/W CLAIM INFO	
PARCEL NO	SEE SHEET
1	10

CONTINUED ON SHEET 7

DISTRICT	TOWNSHIP	PARCEL	SECURITY	SHEET
5-0	ABINGTON TOWNSHIP	7071	10	10
PROJECT		DATE		



R/W CLAIM INFO	
PARCEL NO.	SEE SHEET
1	10

SURVEY BOOK NO. 20-92

DISTRICT	PROJECT	DATE	SCALE	SHEET
1-0	100' TO 150'	11/11/11	1" = 20'	10
ABINGTON TOWNSHIP				
PREPARED BY	DATE	BY		



SR 2021

SR 2021
 PI STA 208+79.33
 Δ
 379.37'



SCHOOL DRIVEWAY

GREENWOOD AVENUE

GREENWOOD AVENUE

PLAZA DRIVEWAY

CONTINUED ON SHEET

CONTINUED ON SHEET

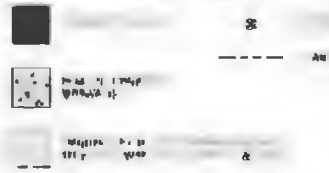
LEGAL R/W LINE
 SEC 0030 OFFSET 0827
 SR 2021 SEC JEN R/W
 ABINGTON TOWNSHIP
 MONTGOMERY COUNTY

LEGAL R/W LINE
 SEC 0030 OFFSET 0801
 SR 2021 SEC JEN R/W
 ABINGTON TOWNSHIP
 MONTGOMERY COUNTY

LEGAL R/W LINE
 SEC 0030 OFFSET 0888
 SR 2021 SEC JEN R/W
 ABINGTON TOWNSHIP
 MONTGOMERY COUNTY

LEGAL R/W LINE
 SEC 0030 OFFSET 0854
 SR 2021 SEC JEN R/W
 ABINGTON TOWNSHIP
 MONTGOMERY COUNTY

LEGEND



NOTE

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER'S OFFICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

SCALE
 25'



R/W CLAIM INFO

PARCEL NO.	SEE SHEET
1	10

SURVEY BOOK NO. 20192



CONTINUED ON SHEET

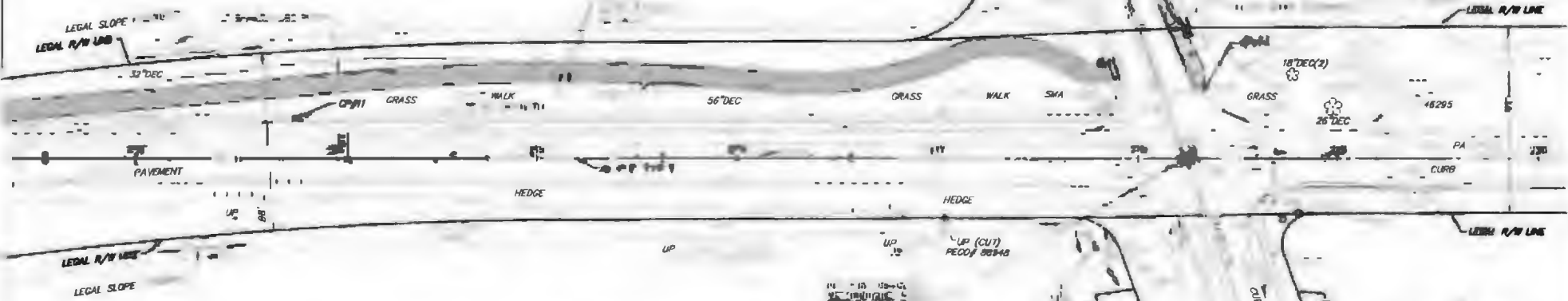
SR 2021
 PI STA 212+58.22
 Δ 000°09'13"
 147.47'
 294.93'
 1' MIN IN 1'

SR 2021

JENKINTOWN ROAD

MEETINGHOUSE ROAD

MEETINGHOUSE ROAD
 P STA 305+00.00
 Δ 179°15'21"



LEGEND



BARNES INC

SCALE 25

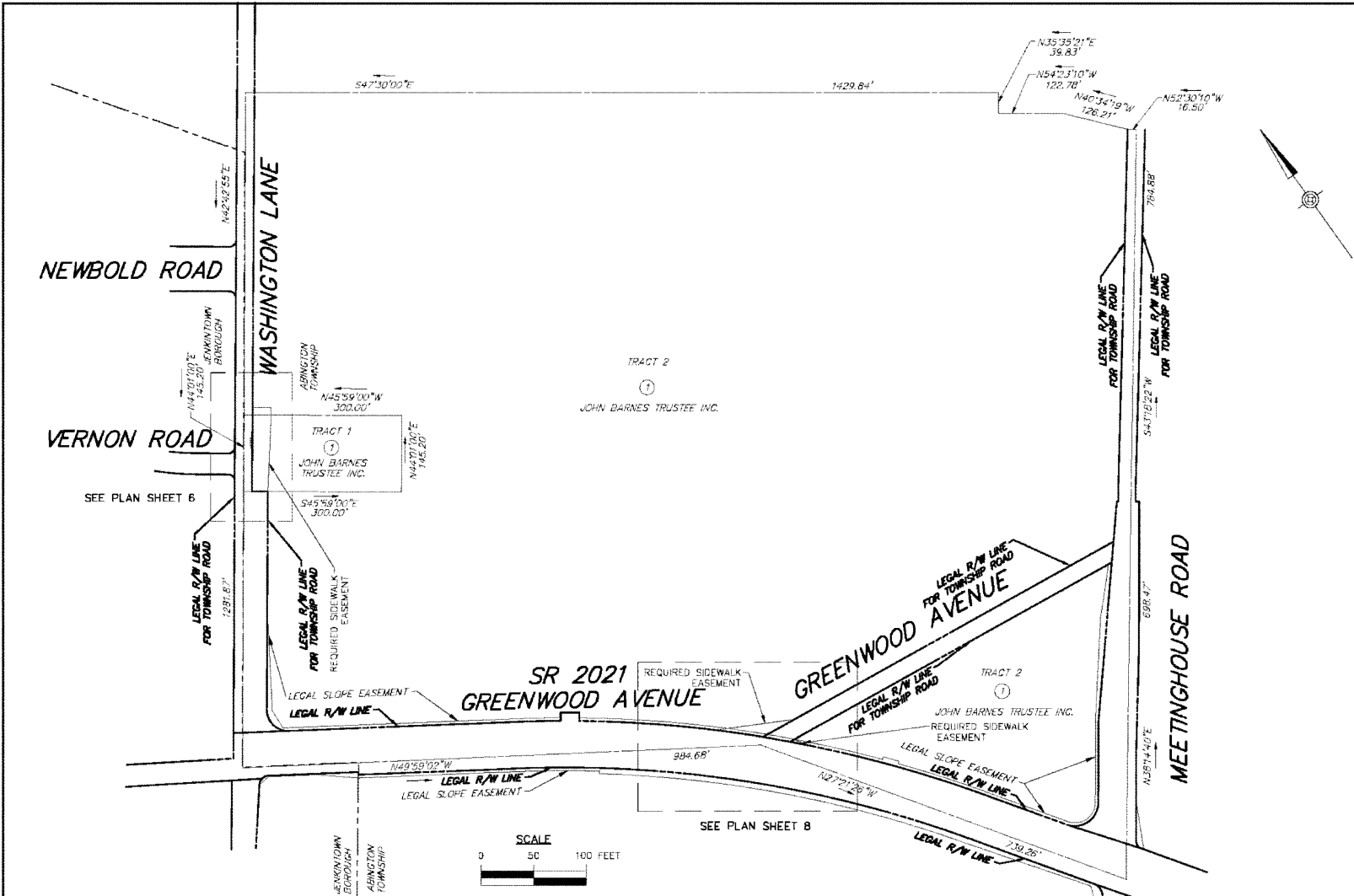
HORIZONTAL

R/W CLAIM INFO

PARCEL NO.	SEE SHEET
1	10

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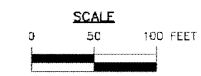
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
8-0	MONTGOMERY	2021	JEN R/W	10 OF 10
ABINGTON TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	



THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

SIDEWALK EASEMENT, AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION, AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.



RIGHT-OF-WAY CLAIM INFORMATION			
STATE ROUTE	SR 2021	SEC. NO.	EN R/W
PARCEL NO.	1	SHEET NO.	6-9
PROPERTY OWNER(S)	JOHN BARNES TRUSTEE, INC.		
GRANTOR(S)	JENKINTOWN MUSIC SCHOOL (TRACT 1); ELIZABETH H. FETTER, ELIZABETH T. TAYLOR AND CHARLIE T. HENDERSON, SURVIVING TRUSTEES OF THE MONTHLY MEETING OF FRIENDS HELD AT ABINGTON, PENNSYLVANIA (TRACT 2)		
TRACT 2	TRACT 1	AREAS	ACRES
DEED BOOK	DEED BOOK	DEED	ACRES
PAGE	PAGE	CALCULATED	50.159
DATE OF DEED	DATE OF DEED	ADVERTISES	0
DATE OF RECORD	DATE OF RECORD	LEGAL R/W	4.455
CONSIDERATION	CONSIDERATION	EFFECTIVE	45.744
TAX STAMPS	TAX STAMPS	TOTAL RECD R/W	0
		TOTAL RESIDUE RESIDELY	45.744
		RESIDUE RT	
		VERIFICATION DATE	2/18/2019
		DRAWN BY	McMotion Associates.



PUBLIC SAFETY COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

Police

DEPARTMENT

PS-01-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Conditional Promotion to the Rank of Sergeant

EXECUTIVE SUMMARY:

In accordance with the Pennsylvania Civil Service provision and as recommended by the Abington Township Civil Service Commission, the Board of Commissioners must approve the promotion to and filling of the Sergeant vacancy. This is a Supervisory vacancy created by the retirement of Sergeant Oswaldo Toledo.

A Civil Service Eligibility List for the Rank of Lieutenant was certified on February 10, 2020.

Detective Space is one (1) on the Certified Eligibility List.

PREVIOUS BOARD ACTIONS:

Not applicable

RECOMMENDED BOARD ACTION:

Motion to promote Detective Anthony Space to the rank of Probationary Sergeant effective March 13, 2020 providing he successfully completes the remaining portions of the promotional process.

ABINGTON TOWNSHIP CIVIL SERVICE COMMISSION

Edward Nolan, Chairman
 Philip Beal, Vice Chairman
 Diane Misko, Secretary
 Valerie O. Ward, Alternate

CERTIFIED PROMOTIONAL LIST - SERGEANT


Rank	Candidate	WrittenS core	Written Weighted	Oral Score	Oral Weighted	Evaluation	Seniority	Total
1	Space, Anthony	97	43.65	92.95	41.83	9.50	1	95.98
2		94	42.30	88.57	39.86	8.40	1	91.56
3		95	42.75	83.43	37.54	7.30	1	88.59
4		95	42.75	79.81	35.91	6.10	2	86.76
5		94	42.30	78.86	35.49	7.00	1	85.79
6		95	42.75	75.33	33.90	7.50	1	85.15
7		94	42.30	75.24	33.86	5.10	3	84.26
8		93	41.85	77.81	35.01	6.00	1	83.86
9		93	41.85	78.00	35.10	3.20	1	81.15
10		85	38.25	76.48	34.42	6.40	2	81.07
11		82	36.90	81.33	36.60	5.70	1	80.20
12		89	40.05	74.10	33.35	4.90	1	79.30
13		87	39.15	73.05	32.87	5.10	0	77.12
14		80	36.00	76.10	34.25	4.10	2	76.35
15		80	36.00	70.86	31.89	5.90	1	74.79
16		65	29.25	74.57	33.56	6.40	1	70.21


Date of Written Examination: October 30, 2019

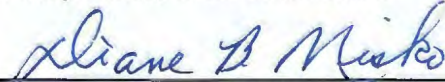
Dates of Oral Examination: October 31 - November 1, 2019

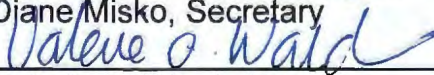
Date Eligibility List Adopted: February 10, 2020

Date Eligibility Expires: February 10, 2021


 Edward Nolan, Chairman


 Philip Beal, Vice Chairman


 Diane Misko, Secretary


 Valerie O. Ward, Alternate



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

February 24, 2020

PA-01-031220

DATE

AGENDA ITEM NUMBER

Parks & Recreation

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Abington Township Mowing Contract 2020-2021-2022

EXECUTIVE SUMMARY:

The mandatory Pre-Bid meeting had a total of 13 bidders. Out of the 13 bidders, 9 bid on the contract. Bid results were responsibly lower than the 2017-2018-2019 bid results. We will be saving \$5,517 on this three year contract.

PREVIOUS BOARD ACTIONS:

The three year mowing contract for 2017-2018-2019 was approved in February 2017 at the cost of \$83,327.00 per year.

RECOMMENDED BOARD ACTION:

Consider a motion to accept for the Abington Township Mowing Contract, Biase Landscaping LLC., the lowest responsible bidder for Zone 1 in the amount of \$15,310.00 as per the bid specifications,
Deck's Landscaping Inc., the lowest responsible bidder, for Zone 2 and 3 in the amount of \$24,500.00 per zone as per the bid specifications, and
M & M Lawncare East Inc., the lowest responsible bidder, Zone 4 in the amount of \$13,500.00 as per the bid specifications.
The total for this contract will be \$77,810.00 per year for 2020-2021-2022.

BID TABULATION
CONTRACT MOWING 2020-2021-2022

CLOSING DATE FOR RECEIPT OF PROPOSAL - FEBRUARY 10, 2020 @ 9:30 A.M.

Company	Zone #1	Zone #2	Zone #3	Zone #4	Alternate	Lump Sum Total
M&M Lawncare East Inc.	18,500	26,000	33,500	13,500	25 per cut	\$91,500.00
Biase Landscaping	15,310	24,680	32,540	14,250	1,200	\$86,780.00
Center for Employment Opportunity	0	0	125,000	0	0	\$125,000.00
Gorecon Inc.	23,620	50,630	52,572	25,005	3,200	\$151,827.00
Collin Bros	23,785	0	0	15,600	0	\$39,385.00
Townscapes Inc. *	24,683.35	25,541.50	19,467.60	23,207.25	85	\$92,899.70
Deck's Landscaping Inc.	24,500	24,500	24,500	15,500	-	\$89,000.00
M & M Landscaping LLC	35,120	28,370	35,680	0	0	\$99,370.00
Land Tech Enterprise Inc.	24,350	32,850	51,250	20,350	9,900	\$128,000.00

*Company withdrew bid

SPECIFICATIONS

General Scope of Work

- A. All parks and areas designated **Field Mowing (F.M.)** will be mowed once a month during the period of the Contract. The cuttings will occur during the third week of each month for a total of 6 cuttings per year.
- B. All parks and areas designated **General Mowing (G.M.)** will be mowed once per week during the period of the first Monday in April through the first Friday in October for a total of 29 cuttings per year.
- C. **General Mowing (G.M.)** grass shall be mowed at the height of 1-1/2 - 2 inches for the entire season unless noted differently.
- D. Professional lawn mowing equipment is to be used on all turf at all times. The Contractor shall have ample professional mowing equipment, so as to insure that all locations are mowed to produce an even appearance after cutting, regardless of breakdown. This equipment shall be available for inspection at the request of the Township.
- E. The attached site plans for each park are drawn to approximate and not exact scale and acreage indicated is also approximate. The diagonal parallel lines on the plans indicate areas to be mowed within each park.
- F. **A pre-bid meeting will be held at the Abington Township Building at 10:00 AM in the Board Room on MONDAY, FEBRUARY 3, 2020.** Each Bidder is responsible to tour each site prior to the meeting and raise questions for those sites at the February 3rd meeting. This meeting is **mandatory**.
- G. The Contractor will not begin work prior to 7:15 a.m. and will finish all work for the day by 5:00 p.m.
- H. Should the Contractor fail to perform under this Contract, the Township will either perform the Work, or have the Work performed, and charge the cost thereof to monies earned by the Contractor.
- I. The Contractor will be required to furnish a certificate of insurance certifying that he is fully insured with regard to:
 - 1. General Liability, including Contractual Liability, with limits of \$250,000 per person and \$500,000 per occurrence and \$100,000 property damage.
 - 2. Automotive Liability, with limits of \$250,000 per person and \$500,000 per occurrence and \$100,000 property damage.
 - 3. Workmen's Compensation - Statutory Workmen's Compensation Insurance with an employer's liability limit of \$100,000. In addition, the employer shall furnish an agreement to indemnify the Township of Abington for any amounts paid as benefits for any injury incurred while performing this Contract.
 - 4. Contractor's insurance company shall give thirty (30) days written notice to the Director of Parks and Recreation if the Contractor's insurance is being canceled for any reason.
 - 5. The certificate of insurance shall include Abington Township as an additional insured and shall specify that the policy meets the requirement set forth in subparagraph 4, above.
- J. With each mowing, all turf shall be trimmed up to all trees, planting beds, bleachers, curbing, backstops, play equipment, benches and all other equipment and buildings lying within the designated mowing areas. Herbicide can only be utilized at the base of fencing, sidewalk cracks, curbing and parking lot barriers where weeds grow. Contractor must follow all labeling instructions and comply with Township Ordinance No. 87-61 entitled the "Performance Standards and Prohibited Uses" Ordinance.
- K. Hand trimming of planting beds for the removal of weeds and excess grass along walks, trees, benches, park equipment and buildings lying within the designated mowing areas shall be done at least once per month, No hand type edgers will be permitted. All edging will be done with a power edger.
- L. All clippings must be cleared off all walkways, driveways and parking areas immediately after each cutting and be directed away from buildings to prevent clogging of ventilation intakes. In areas where buildings are not present, clippings may be blown back onto mowed area.
- M. No Contractor shall mow over glass bottles or other objects that will break or shred and injure the participants using that area. The harmful objects are to be removed prior to the area being mowed.
- N. Bidder will submit weekly reports by 5:00 PM the following Monday. Reports may be faxed to 215-576-5179 or emailed to apontelandolfo@abington.org or jtholey@abington.org.
- O. Swales are to be cut as follows:

1. **Roychester Park**
Swale #1 - from Corinthian Avenue to Silver Avenue
Swale #2 - from Swale #1 to Cleveland Avenue
2. **Roslyn Park**
Swale #1 - from Osbourne Avenue parking lot along the rear of the homes on Fernwood Avenue
Two cuttings per season, to be worked out with the Parks' Maintenance Department.
Two cuttings per season, to be worked out with the Parks' Maintenance Department, except as noted.

Zones and Locations of Parks and Recreation Facilities

A. Zone #1

1. **Ethel Jordan Memorial Park** - bounded by Jenkintown Road, Osceola and Cadwalader Avenues. Approximately 3 acres. (G.M.)
2. **Scott Park** - Located in the Fox Chase section of Abington Township behind the Huntingdon Valley Shopping Center on Ainslie Road. Approximately 1/3 acre. (G.M.)
3. **Melmar Basin #1 and #2** - Located in the Biddle Estates. Basin #1 and apron of Basin #2 off Melmar Road. (G.M.)
4. **Hallowell Island** - Intersection of Susquehanna Street, Mill Road Circle and Meetinghouse Roads. (G.M.)
5. **Boy Scout Nature Study Area** - Bounded by Old Valley Road at Meadowbrook Road. Approximately 1-1/2 acres. (G.M.)
6. **Meadowbrook Bird Sanctuary** - Bounded by Meadowbrook and Revelation Roads and Washington Lane. (G.M.)
7. **Amity Road Triangle** - Bounded by Amity, Gunpowder and Rydal Roads (G.M.)-
8. **Traffic Triangle Old York and Baeder Roads-** Small triangle on the southwest side of intersection. Monthly trimming of shrubs and grass.
9. **Stockton Road Triangle** - Intersection of Meadowbrook and Stockton Roads. (G.M.)
10. **Gabe Tayar Park -962 Irvin Road** - South of Susquehanna Rd., North of Rockledge Ave. (GM)
11. **1004 Irvin Road-** South of Susquehanna Road, north of Rockledge Avenue. (GM)
12. **Valley Road -** Northbound and southbound from Susquehanna Road to Valley View Drive, trim wood and brush around all poles, sign posts, guard rails, hydrants and bridges for a minimum of 6' behind guard rails for all areas. Area to be trimmed three (3) times per season. See map and description.
13. **Fairway Islands** - Located between York Road and Susquehanna Street Road. Fairway shopping center on North side. See map for more information (G.M.). The areas where the road meets the curbing are to be sprayed and then dead plant material removed as needed or at least two times per contract season
14. **Jackson Park - 1606 Meadowbrook Road** - Open meadow areas just east and west of entry road as well as open fields on Amity and Sherwood Roads side of park. Includes edge trimming along walking path. (G.M.)
15. **Woodland Road Triangle** - Intersection of Woodland Road and School Lane. (G.M.)
16. **Rydal Country Club** - NW Corner of Huntington Pike and Susquehanna Road. (GM).

B. Zone #2

1. **Roslyn Park** - Bounded by Susquehanna Road, Osbourne, Maple and Fernwood Avenues. Includes swale behind homes on Fernwood, beginning at west parking lot. Approximately 10 acres.
2. **Roychester Park** - Bounded by Harding, Corinthian and Cleveland Avenues. Approximately 11 acres. (G.M.)
3. **Rockwell Park** - Bounded by Rockwell Road and Stratford Avenue. Approximately 1 acre. (G.M.)

4. **Rubicam Avenue Park** - Bounded by Prospect and Rubicam Avenues. Approximately 3 acres. (G.M.)
5. **Evergreen Manor Park** - Bounded by Coolidge, Phipps and Osbourne Avenues. 1) Play area; 2) Thirty feet (30') in from sidewalk around perimeter of the park; 3) Corner lot; and 4) Utility right-of-way (service road). Approximately 4 acres. All areas to be (G.M.)
6. **Crestmont Park** - 1) Main Park - Bounded by Old Welsh Road, Reservoir and Rubicam Avenues. Approximately 11 acres; 2) Access paths at southwestern end coming off Rubicam and Redwood Avenues; 3) Cleared area between Rubicam and Elliott Avenues near pool; and 4) the corner of Newport and Lamott Avenues. All areas to be (G.M.)
7. **Galloway & Coolidge Avenues** - Dead end on Galloway (GM)
8. **Hamilton & Franklin Traffic Triangle** - East of Easton Rd. (GM)
9. **Tyson Green** - Located at the southwest corner of Highland Avenue and Keith Road, Abington. Approximately 160 ft. x 110 ft. (G.M.)
10. **Woodland Road Property** - Bordered by 1849 and 1855 Woodland Road. Lot frontage 45 ft. decreasing to 10 ft. x 265 ft. (G.M.)
11. **Grove Property** - Bounded by Nylsor and Pershing Avenues. This site also includes the area immediately east of Easton Road (1383 Easton Road) and North of Woodland Road. Approximately 10 acres. (G.M.)
- 11a. **Grove Park Dog Run** - Grass inside dog run is to be cut to a height of 3 inches. No herbicides may be used in or around the dog run except for "Burnout 2" or an equivalent.
- 11b. **Grove Park Creek Gabions**- Gabions on either side of the creek running thorough Grove Park are to be sprayed with an herbicide that is approved for use around waterways. The gabions will be treated twice, once in June and again in August. This schedule may be altered by the Department if the weather conditions or the growing nature of the plants do not require spraying at the times noted above.
12. **Triangle Shaped Property at the Junction of Edge Hill Rd. and Tyson Ave.**- Small triangle of Township property located at the junction of Tyson Ave. and Edgehill Road just south of Briar Bush nature Center. See drawing. (G.M.)
13. **Roslyn Train Station**- Bounded by Susquehanna Road on south, Grovania on the east, and the railroad tracks on the west. See photo. (GM)
- 14., **Clearview and Robinson Avenues**- Location as indicated on the attached plan. Cut back weeds/plant growth from the curb to five (5) feet in from the curb three times per year. Once in April, July, and September. Refer to the attached "Clear Streets Ordinance" for specifics on trimming.

C. **Zone #3**

1. **North Hills Playground and School Grounds** - 1) Playground: Bounded by Tennis and Penn Avenues; 2) School Grounds: Bounded by Tennis, Pine and Central Avenues. Approximately 4 acres. All areas to be (G.M.)
2. **242 Hamel Avenue** - (G.M.)
3. **Penbryn Park** - Bounded by the Reading Railroad, Dumont and Houston Avenues, 2 blocks north of Mt. Carmel Avenue at Egerton Avenue. Approximately 12 acres. Includes grass areas surrounding Township house on North-East end of park (G.M.)
4. **Baederwood Park** - Located off Highland Avenue adjacent to Abington High School. Approximately 4.6 acres. (G.M.)
5. **Block 269, lot #8** - adjoins 1166 Edgehill Road on North side of property line. Dimensions are approximately 60' x 200' x 200'. (G.M.)
6. **K-9, Pistol Training Grounds, & Annex - AREA TO BE CUT PRIOR TO 9:00 A.M. KEYS FOR THIS TO BE PICKED UP AT THE PUBLIC WORKS OFFICE.** (G.M.)
7. **Fire Training Facility** - Located at the east end of Florey Lane. (G.M) see map.
8. **Florey Lane**- Entrance to Public Works yard approximately 100' X 14'. (G.M.)

9. **Arbuta Road Property** - Located near the entrance to the Public Works Garage on Arbuta Road. Approximately 170 ft. x 16 ft. (G.M.)
10. **Ardsley Park** - Bounded by Meyer, Jefferson, Maple and Tennis Avenues. Approximately 10 acres. (G.M.)
11. **Entrance to the Ardsley Wildlife Sanctuary**- Located at the intersection of Maple and Jefferson Aves. See drawing (G.M.)
12. **Ardsley Community Education Center** - Bounded by Central, Spear, Cricket and Woodrow Avenues. Approximately 2.3 acres. (G.M.)
13. **Ardsley Train Station**- Display area on Jenkintown Road. (G.M.)
14. **Conway Field** - Bounded by Jefferson Avenue and the Abington Township Incinerator Plant. Approximately 2-1/2 acres. (G.M.)
15. **Tyson Avenue Right-of-way** - Includes swale at south-east end as well as separated portions to Bradfield Road. (G.M.)
16. **Elk Street Tot Lot** - Bounded by Elk Street between Weldon and Geneva Avenues. Approximately 1/3 acre. (G.M.)
17. **Baeder Triangle** - Intersection of Jenkintown and Baeder Roads. (G.M.)
18. **Baeder Road Right-of-Way** - 600 block of Baeder Road. (G.M.)
19. **Canterbury Road Right-of-Way** - 1900 block of Canterbury Road. (G.M.)
20. **Madison Avenue Right-of-Way** - South of Susquehanna St. Rd., East of Maple Avenue. Lot numbers 24,25,33,66,26,65,27,28,89,29, 30, & 41. Approximately .5 acres. (G.M.)
21. **2820 Susquehanna Block #235, Unit #47** - West of Maple Ave., Approximately 200 ft. on the South side of Susquehanna St. Rd. Property is approximately 98' x 159' x 65'. (G.M.)
22. **505 to 529, and 595 Baeder Road** - Southeast side of Baeder Road, beginning approximately 300 feet from the intersection of Baeder and Wanamaker Road.(G.M.)
23. **534, 550 to 576, 582 & 584 Wanamaker Road** - (See Map) (G.M.)
24. **Susquehanna Rd. & Maple Ave** - 5' wide Grass strip, south side of Susquehanna Rd. approximately 120 feet from the southeast corner of intersection, 200 yards in length. (GM)
25. **Ardsley Wildlife Sanctuary Detention Basins (4)** - See map (GM). Include mowing of grass area at the entrance to the Wildlife Sanctuary and the turf area around the lower detention basin(GM).
26. **Ardsley Wildlife Sanctuary Detention Basin** - (See Map) Removal of trees growing on berm of basin #1 located in the north east section of the Sanctuary and immediately west of the SEPTA train tracks. Once per year. All material must be removed from site.
27. **Township Right Of Way behind 632 Easton Rd.** - Approx 135 ft. east of the intersection of Easton Road and Tague Avenue. See map. (G.M.)
28. **Hallowell Park** - Intersection of Kenmore and Edgley. The entire field area including the section on the North of Kenmore. Approximately 6 acres to Hallowell Park. (GM)
29. **Edgehill Woods** - 737 Roslyn Avenue. Lot 50 ft. x 150 ft. (G.M.)

Zone #4

1. **Abington Township Wastewater Treatment Plant and Wastewater Pumping Stations**
 - a. **Abington Township Wastewater Treatment Plant** - Fitzwatertown Road south of Susquehanna Street. (G.M.)
 - b. **Fields Near Treatment Plant** - Cut grass at the Upper and Lower Fields, which includes areas along Fitzwatertown Road (G.M.)

c. **Abington Township Wastewater Pumping Stations - (G.M.)**

NORTH HILLS P.S.

86 North Hills Avenue
Near Pennsylvania Avenue
North Hills, PA

CARDINAL P.S.

Township Line Road
Opposite Foxcroft Road and
Near Meetinghouse Road
Jenkintown, PA

RYDAL P.S.

1251 Valley Road
Near Washington Lane
Rydal, PA

HIGHLAND P.S.(pocket park) BRENTWOOD P.S.

1427 Highland Avenue
Near Old York Road
Abington, PA

1858 Old Welsh Road
Near Marian Road
Abington, PA

WILLOW GROVE P.S.

Davisville Road
North of Moreland Road
Willow Grove, PA

KIMBALL P.S.

Kimball Avenue at Willow Avenue
South of Moreland Road
Willow Grove, PA
(Upper Dublin Township)

MEADOWBROOK P.S.

Meadowbrook Rd. & Valley Rd
Rydal

TALL TREES P.S.

Moredon Rd.
East of Huntingdon Pk. On left
Mow inside fence & around station

HOLY REDEEMER P.S.

Behind Holy Redeemer Hosp.
Mow around Pump Station
outside fence

Briarcliffe P.S.

1900 Briarcliffe Avenue
Mow area behind station,



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

Engineering

DEPARTMENT

PA-02-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Ardley Wildlife Sanctuary Streambank Renovations

EXECUTIVE SUMMARY:

The Township on January 23, 2018 received a grant for \$100,000 with the Township's 15% match. The Watershed Restoration and Protection Program Grant Agreement was executed on December 28, 2017.

BCM Consultant received \$26,845.

Remaining Balance up to \$88,155 to pay for the construction.

Bid opening held February 11th and thirteen bids were received. The lowest bid was \$59,800.

Advertised in Times Chronicle 1/12 and 1/19/2020.

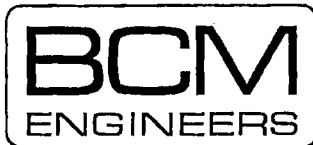
Bid Tabulation Attached.

PREVIOUS BOARD ACTIONS:

Resolution No. 17-015 was approved by the Board of Commissioners on May 11, 2017, authorizing the Township to submit an application formally requesting a grant of funds from the Watershed Restoration and Protection Program.

RECOMMENDED BOARD ACTION:

Motion to accept the bid of G&B Construction Group, Inc., 632 Davisville Road, Willow Grove, PA for the Ardsley Wildlife Sanctuary Streambank Renovations and approve entering into a contract in the amount \$59,800 as per the bid specifications, for execution by the Township Manager.



ATC GROUP SERVICES LLC

920 Germantown Pike, Suite 200
Plymouth Meeting, PA 19462
Telephone 610-313-3100
Fax 610-313-3151
www.atcgroupservices.com

February 12, 2020

Ms. Amy Riddle Montgomery, P.E.
Director of Engineering and Code Enforcement
Township of Abington
1176 Old York Road
Abington, PA 19001

Subject: Ardsley Wildlife Sanctuary Streambank Renovations
Construction Contract
BCM Project No. Z057000413

Reference: **Recommendation of Contract Award**

Dear Ms. Montgomery:

Enclosed is one (1) copy of the bid tabulation along with one (1) copy of the low bidder's bidding documents received for the above referenced contract.

We have completed our review of all of the bid documents submitted at 2:00 p.m. on Tuesday February 11, 2020 by all bidding contractors. The apparent low bidder, G&B Construction Group, Inc., 632 Davisville Road, Willow Grove, PA 19090, was found to be responsive to the contract requirements. Accordingly, we recommend that the Township award this Contract for the Ardsley Wildlife Sanctuary Streambank Renovations to G&B Construction Group, Inc. in the amount of \$59,800.

If you concur with our findings and recommendations, the Township should then authorize BCM to issue a formal "Notice of Award". This process will culminate in the procurement of the appropriate contract bonds and insurance certificates from the Contractor, the execution of an Agreement, the scheduling of a pre-construction conference and finally the issuance of an official Notice to Proceed.

Please don't hesitate to contact me if questions arise or should you require any additional information.

Very truly yours,

A handwritten signature in black ink that reads "Michael R. Filmyer".

Michael R. Filmyer, P.E.
Senior Project Manager

MRF/sws
Enclosure



RECEIVED BY ABINGTON TOWNSHIP
 UNTIL 2:00 PM ON TUESDAY, February 11, 2020
 ARDSLEY WILDLIFE SANCTUARY STREAMBANK RENOVATIONS

Bid Item	Unit of Measure	Quantity	G&B Construction	Land Tech Enterprises	Peters Construction Company Incorporated	CMR Construction Inc.	Mitchell Knorr Contracting	Twining Construction Co., Inc	BrighFields	James R. Kenney Excavating & Paving, Inc.	Flyway Excavating Inc.	GoreCon Inc.	Construction Masters Services, LLC	Road-Con, Inc.	Associated Paving Contractors Inc.
Mobilization and Closeout	Lump Sum	1	\$3,500.00	\$12,500.00	\$3,128.00	\$12,000.00	\$4,875.00	\$15,705.00	\$1,913.00	\$18,000.00	\$18,000.00	\$3,714.77	\$15,125.00	\$6,000.00	\$4,000.00
E&S Controls, Inclusive	Lump Sum	1	\$3,500.00	\$8,500.00	\$6,248.00	\$4,500.00	\$14,800.00	\$3,374.00	\$8,607.03	\$12,500.00	\$8,500.00	\$5,024.18	\$6,645.00	\$28,000.00	\$6,500.00
Site Restoration, Inclusive	Lump Sum	1	\$3,000.00	\$4,500.00	\$11,600.00	\$3,500.00	\$26,000.00	\$13,338.51	\$16,333.17	\$11,000.00	\$5,300.00	\$5,604.00	\$6,895.00	\$8,000.00	\$16,500.00
Tree Removal	Lump Sum	1	\$4,800.00	\$8,500.00	\$12,505.00	\$16,500.00	\$3,000.00	\$7,281.48	\$13,015.00	\$15,000.00	\$12,000.00	\$18,815.00	\$8,900.00	\$5,000.00	\$11,010.00
Earthwork/ Site Grading	Lump Sum	1	\$9,000.00	\$10,400.00	\$12,157.00	\$22,000.00	\$17,250.00	\$29,386.60	\$24,571.43	\$25,000.00	\$38,000.00	\$41,080.00	\$42,500.00	\$38,000.00	\$57,840.00
Sand and Wood Chip Mix	Cubic Yard	110	\$11,000.00	\$13,750.00	\$19,360.40	\$9,240.00	\$6,160.00	\$8,714.20	\$11,324.90	\$3,850.00	\$11,770.00	\$11,973.50	\$20,020.00	\$11,250.00	\$16,500.00
In-Stream Boulder, R-4 Rip Rap	Tons	150	\$15,000.00	\$12,000.00	\$15,150.00	\$9,300.00	\$12,750.00	\$12,789.00	\$15,451.50	\$5,700.00	\$12,000.00	\$21,750.00	\$12,750.00	\$15,750.00	\$13,650.00
Rifle Channel Cobble Stone (8" avg. size)	Tons	50	\$5,000.00	\$6,750.00	\$7,220.00	\$4,850.00	\$5,710.00	\$6,164.50	\$7,719.00	\$10,500.00	\$8,250.00	\$6,950.00	\$7,000.00	\$8,500.00	\$13,750.00
Miscellaneous Landscaping Allowance	Lump Sum	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL PRICE FOR CONTRACT (Sum of Bid Items 1-9)			\$59,800.00	\$41,900.00	\$86,388.40	\$46,890.00	\$95,545.00	\$101,754.29	\$102,959.03	\$106,150.00	\$114,820.00	\$119,911.45	\$124,935.00	\$125,800.00	\$144,750.00

Watershed Restoration and Protection Program Grant

RESOLUTION NO. 17-015

A RESOLUTION TO AUTHORIZE THE TOWNSHIP OF ABINGTON TO SUBMIT AN APPLICATION FORMALLY REQUESTING A GRANT OF FUNDS FROM THE WATERSHED RESTORATION AND PROTECTION PROGRAM

WHEREAS, Act 13 of 2012 established the Marcellus Legacy Fund that allocates funds to the Commonwealth Financing Authority; and

WHEREAS, the Commonwealth Financing Authority has authorized grants for stream projects to reduce sediment loading with a cost of not less than \$30,000 and not more than \$300,000; and

WHEREAS, eligible applicants for the Watershed Restoration and Protection Program Grant must be a Municipality, including townships; and

WHEREAS, the Township of Abington conforms to the eligibility requirements as a township; and

NOW THEREFORE, BE IT RESOLVED as follows:

That the Township of Abington of Montgomery County, Pennsylvania hereby requests a Watershed Restoration and Protection Program Grant of \$300,000 from the Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for creek stabilization to reduce siltation caused by stream bank erosion.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Wayne C. Luker, President and Richard Manfredi, Secretary as the officials to execute all documents and agreements between the Township of Abington and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Richard J. Manfredi, duly qualified Secretary of the Township of Abington, of Montgomery County, Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution adopted by a majority vote of the Board of Commissioners of the Township of Abington at a regular meeting held on May 11, 2017 and said Resolution has been recorded in the Minutes of the Township of Abington and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of
Abington this 11th day of May, 2017.

Wayne C. Luker
Name of Applicant

Wayne C. Luker, President, Board of Commissioners

Montgomery
County

Richard J. Manfredi
Secretary

Richard J. Manfredi, Township Manager



COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY

January 23, 2018

Richard Manfredi, Township Manger
1176 Old York Road
Abington, PA 19001

Re: Watershed Restoration and Protection
Program (WRPP)
Grant \$100,000
Ardsley Wildlife Sanctuary Project

Dear Mr. Manfredi:

I am pleased to inform Abington Township (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held November 14, 2017, approved your application (*the "Application"*) for a grant in an amount up to ONE HUNDRED THOUSAND DOLLARS (\$100,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for construction and engineering relating to the expansion of a storm water basin and stream bank stabilization (*the "Project"*) at the property located in Abington Township, Montgomery County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and a certificate of insurance.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-3681. Please refer to Exhibit A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.

APPENDIX A & B
Contract # CO00066630
Page 1 of 6

3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. Receipt by the CFA of satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
5. Compliance with the program guidelines.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved project without first obtaining the consent of the CFA in writing.
9. The Applicant will maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all project work, and other relative data and records. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. The Applicant will be required to submit two copies of the Final Report prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made. 10% of the Grant award will be withheld until receipt of the Final Report. This Final Report will outline the activities that took place during the project; what facilities were installed; locational data including latitude, longitude and county; total costs for the project; a description of the water quality improvements that resulted from the implementation of the project; and a list of federal programs and/or agencies committing funds to assist with installing the BMP.

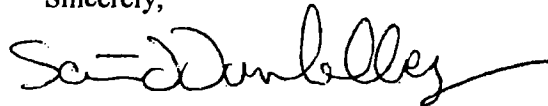
13. Disbursement of grant funds will be contingent upon receipt of Landowner-Grantee Agreement, if applicable.

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

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning the original commitment letter fully executed. Our receipt of the signed commitment letter will constitute your authorization to incur costs for reimbursement.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245. The signed commitment letter should be returned to Brian D. Eckert, Director, Site Development Office 400 North Street, 4th Floor, Commonwealth Keystone Building, Harrisburg, PA 17120.

Sincerely,



Scott D. Dunkelberger
Executive Director

The foregoing terms and conditions are hereby agreed to and accepted this 26th day of January 2018.

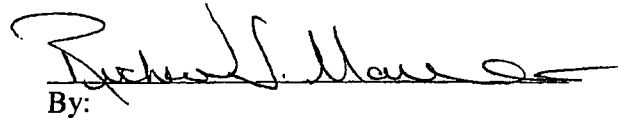
ATTEST:

ABINGTON TOWNSHIP



Secretary

(SEAL)



By:

FEDERAL TAX IDENTIFICATION NUMBER

23-4000025

EXHIBIT A

PREVAILING WAGE ACT

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

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

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

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

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

Please contact L&I's Bureau of Labor Law Compliance (717-787-3681) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

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

EXHIBIT B

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

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

GRANT AGREEMENT

Once the Grant Agreement is mailed out, please sign the Grant Agreement and Commitment Letter and return it as instructed in the grant cover letter. The signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

Payment of Funds

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

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

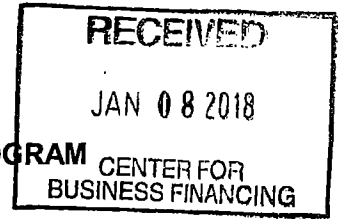
The Applicant agrees to provide general liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Applicant agrees to maintain such insurance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

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

Contract No: C000066630

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

**WATERSHED RESTORATION AND PROTECTION PROGRAM
GRANT AGREEMENT**



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

**ABINGTON TOWNSHIP
1176 Old York Road
Abington PA 19001**

(the "Grantee").

BACKGROUND:

Section 2315(a.1)(1)(vi) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for watershed programs and related projects.

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

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

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2020**, subject to the other provisions of this Grant.

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

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

**ARTICLE III
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **NOVEMBER 14, 2017** and **JUNE 30, 2020** (the "Grant Activity Period") as follows:

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

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

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

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

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

(b) Conditions for Payment:

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

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

(d) Conditions for Repayment of Grant Funds:

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

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

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

In the event that the Grantee

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

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

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

(a) Hold Harmless:

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

(b) Other Liability Requirements:

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

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

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

(a) Compliance with State Statutes and Regulations:

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

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this

Nondiscrimination/ Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (5) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Grantor and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (8) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee,

subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

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

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible

for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at http://www.dgsweb.state.pa.us/DebarmentList_portlet/ or contacting the:

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

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

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

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

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

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

- (f) Compliance with Anti-Pollution Regulations:

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

- (g) Contractor Integrity Provisions:

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

confidence in the integrity of the Commonwealth contracting and procurement process.

- (1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - (A) "Affiliate" means two or more entities where:
 - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
 - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
 - (iii) the entities have a common proprietor or general partner.
 - (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.
 - (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (E) "Financial Interest" means either:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts

of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
 - (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial

interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and

places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

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

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

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

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

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
 - (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.
- (i) Right to Know Law Provisions
- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
 - (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
 - (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

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

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

**ARTICLE VII
INDEPENDENT CONTRACTOR**

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

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

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

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

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

ARTICLE IX SUBCONTRACTS

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

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

ARTICLE X BIDDING REQUIREMENTS

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

ARTICLE XI RECORDS

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

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

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

ARTICLE XII PROGRESS REPORTS

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

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

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

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

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

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

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

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

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

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

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

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

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

ARTICLE XVI TERMINATION OF THE CONTRACT

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

ARTICLE XVII ENTIRE AGREEMENT

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

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

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

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

**ARTICLE XIX
SEVERABILITY**

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

**ARTICLE XX
CONSTRUCTION**

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

**ARTICLE XXI
NONWAIVER OF REMEDIES**

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

[Remainder of page left intentionally blank.]

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

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only

Federal Identification Number 236000025

Commonwealth Financing Authority

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

Sandra M. Dege 2/1/18
Executive Director Date

X By Wayne C. Puker (Seal)
X Title President
X Date 12/28/2017

X By Randy Mc
X Title Township Manager/Secretary
X Date 12/28/2017

For Commonwealth signatures only

Approved as to Legality and Form

Bill B. Burd 2/1/18
Authority Counsel Date

Janis J. Sch 2/2/18
Office of Attorney General Date

PAYMENT REQUESTS

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

The Applicant will provide a payment request form requesting **reimbursement** of any eligible costs after the receipt of the fully executed grant agreement.

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

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

FINAL INSTRUCTIONS

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

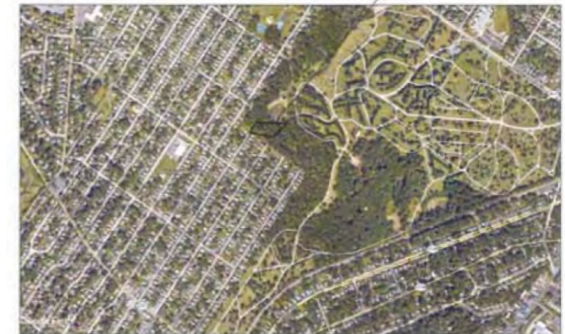
Should you have any questions, do not hesitate to contact:

PA Department of Community and Economic Development
Site Development Office
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Telephone: (717) 787-6245

TOWNSHIP OF ABINGTON MONTGOMERY COUNTY, PENNSYLVANIA ARDSLEY WILDLIFE SANCTUARY REGENERATIVE STEP POOL STORM CONVEYANCE SWALE

LOCATION PLAN
N.T.S. SITE LOCATION



DRAWING INDEX

000	EXISTING CONDITIONS AND DRAINAGE PLAN
101	PROPOSED GRADING PLAN AND EROSION CONTROL PLAN
102	PROFILE SECTIONS AND CONSTRUCTION DETAILS
103	SOIL EROSION AND SEDIMENTATION CONTROL NOTES
104	SOIL EROSION AND SEDIMENTATION CONTROL DETAILS



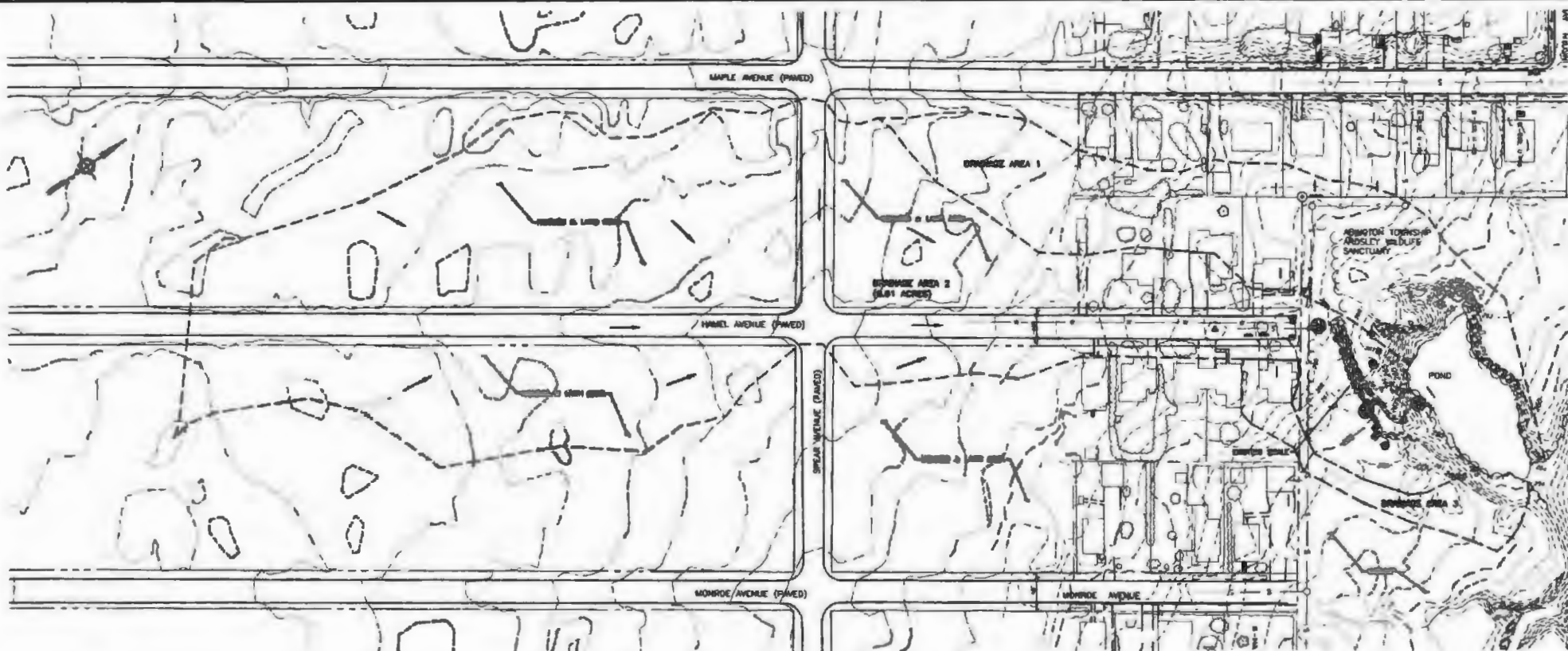
ISSUED FOR
TOWNSHIP REVIEW 12/12/18
BY 1/12/2020



920 Germantown Pike, Suite 200
Plymouth Meeting, PA. 19462

REFER TO SPECIFICATIONS PRIOR TO CONSTRUCTION.
PLANS AND SPECIFICATIONS MUST BE READ TOGETHER
TO KNOW FULLY WHAT MUST BE DONE.

PROJECT NO. Z057000413
SET CONTAINS 5 DWGS.



PROJECT PLAN NOTES

- GENERAL**
- All referenced plans, specifications, codes or other information are to be included as part of the design documents. All contractors, including subcontractors, shall be fully aware of these documents prior to bidding and construction.
 - Any discrepancies found in the design documents shall be brought in writing to the attention of the responsible engineer immediately.
 - No substitutions and/or changes shall be allowed unless requested and approved in writing by the responsible engineer.
 - All work shall be performed in strict accordance with USPA, Federal, State and local codes and requirements.
- CONSTRUCTION**
- All components of construction not specifically called for or detailed on the drawings (shoring, subgrade, etc., stakes, markers, anchors, ties, fasteners, flashing, metal, form, etc.) but are required, necessary and considered good practice for construction shall be included in the design.
 - Public access to all roadways, driveways and sidewalks must be available at all times during construction as far as possible.
 - During construction, an easement (including, but not limited to, easement and construction materials) shall be removed by the contractor at the end of each working day to allow a safe step distance for others, cyclists, and pedestrians crossing the roadways, driveways and sidewalks.
 - Fire hydrants and other public safety devices shall remain visible, operational and accessible at all times during construction.

- Shore shall be graded to a maximum of 3 horizontal to 1 vertical or as steeper unless by the soil conditions, where applicable.
 - All gravel and other construction materials shall become the property of the contractor to be properly disposed of off-site as required per the Soil Erosion and Sediment Control Notes.
 - The contractor is responsible for the protection of all trees, bushes and other landscaping adjacent to the construction area. All damaged landscaping shall be replaced by a licensed arborist and replaced or repaired in kind at the expense of the contractor.
 - All Excavation to be backfilled.
- UTILITIES**
- All underground utilities shown are based on surface evidence and information obtained from existing plans and records. Contractors and/or additional utilities may exist. The contractor is solely responsible for verifying the actual locations by contacting the PA One Call System and the individual utility companies at least three (3) working days prior to any excavation. Additional excavation of test pits may be required for determining the precise location of a buried utility.
 - Existing utility locations and elevations must be verified by the contractor prior to construction.
 - Construction material such as pipes, rock and bedding materials may not be stored in the roadway and/or sidewalks.
- SURVEY**
- Horizontal Survey Control Datum is State Plane Coordinate, NAD83, Pennsylvania South Zone.
 - Vertical Survey Control Datum is NAVD83.
 - Level benchmarks are as noted on the plans.

- Proposed shown are based on the latest National Flood Insurance Program (NFIP) Flood Insurance Risk Map as published by FEMA.
- Soil types mapped are as shown on USDA NRCS Soil Survey.
- The plan depicts the survey conditions as existing on or around 9/1/10.
- All Right-of-Way, Easements and Property Lines shown are for information only, based on existing available records. They have not been prepared without benefit of a site report and are not to be used for establishment of ownership boundaries in the field.
- The contractor is responsible for providing construction approval as required to accurately construct the design as shown on the plans.

Pennsylvania One Call System Inc.
 120 West SUN ROAD
 SUITE 400
 HARRISBURG PA 17109

BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-342-7171 THE RED MEMBERS MUST BE CONTACTED DIRECTLY. PA LAW REQUIRES THESE WORKING BODIES NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR REMOVAL. SERIAL NUMBER 90183471942



NO.	REVISIONS	DATE	BY	CHKD	APP'D



620 Conestoga Plaza, Suite 200 Plymouth Meeting, PA 19042

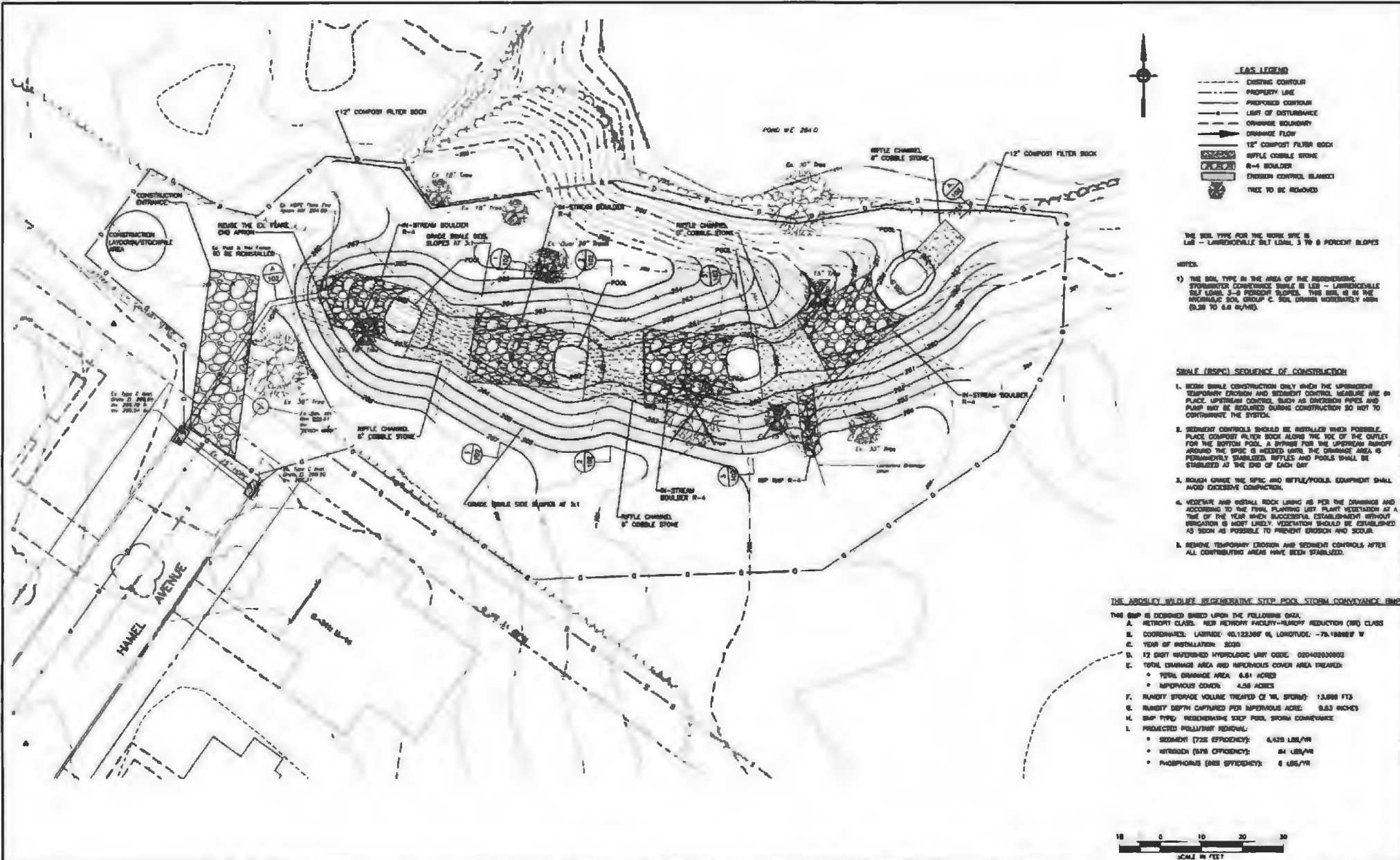
DESIGN NO:	270	APPROVED:	SEA
DRAWN BY:	JFD	APPROVED:	SEA
PROJECT NO:	100	DATE:	1-19-20
PROJECT SDR:	100		
DATE:	1-19-20		



TOWNSHIP OF ABINGTON
 MONTGOMERY COUNTY, PENNSYLVANIA
 ADMIN BY BRUCE J. SANCTIPIETRO

PLAN NO	200-7000413
DATE	1-19-20
SCALE	AS SHOWN

C:\Users\jfd\OneDrive\Documents\2020\1-19-20\200-7000413.dwg and vpl, 1/19/20



- LEGEND**
- EXISTING CONTOUR
 - PROPERTY LINE
 - PROPOSED CONTOUR
 - LIMIT OF DISTURBANCE
 - DRAINAGE BOUNDARY
 - DRAINAGE FLOW
 - 12" COMPOST FILTER ROCK
 - RIFFLE COBBLE STONE
 - R-4 BOULDER
 - EROSION CONTROL (BLANKET)
 - TREE TO BE REMOVED

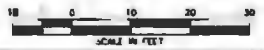
THE SOIL TYPE FOR THE WORK SITE IS
 L8E - LAWRENCEVILLE SILT LOAM, 3 TO 6 PERCENT SLOPES

NOTES:
 1) THE SOIL TYPE IN THE AREA OF THE REGENERATIVE STORMWATER CONVEYANCE SHALE IS L8E - LAWRENCEVILLE SILT LOAM, 3-6 PERCENT SLOPES. THIS SOIL IS IN THE PROPOSED SOIL COVERAGE C. SOIL DRAINAGE VELOCITY IS (0.38 TO 0.8 IN/HR).

- SMALL (RSPC) SEQUENCE OF CONSTRUCTION**
1. BEGIN SMALL CONSTRUCTION ONLY WHEN THE UPSTREAM TEMPORARY EROSION AND SEDIMENT CONTROL MEASURE ARE IN PLACE. UPSTREAM CONTROL SUCH AS DIVERSION PILES AND PUMP MAY BE REQUIRED DURING CONSTRUCTION SO NOT TO CONTAMINATE THE SYSTEM.
 2. SEDIMENT CONTROLS SHOULD BE INSTALLED WHEN POSSIBLE. PLACE COMPOST FILTER ROCK ALONG THE TOE OF THE OUTLET FOR THE BOTTOM POOL. A BYPASS FOR THE UPSTREAM RUNOFF AROUND THE RSPC IS NEEDED UNTIL THE DRAINAGE AREA IS PERMANENTLY STABILIZED. RIFFLES AND POOLS SHALL BE STABILIZED AT THE END OF EACH DAY.
 3. SOILS UNDER THE RIFFLE AND RIFFLE/POOLS. EQUIPMENT SHALL AVOID EXCESSIVE COMPACTING.
 4. VEGETATE AND INSTALL ROCK LACING AS PER THE SPECIFICATIONS AND ACCORDING TO THE FINAL PLANNING LIST. PLANT VEGETATION AT A TIME OF THE YEAR WHEN SUCCESSFUL ESTABLISHMENT WITHOUT IRRIGATION IS MOST LIKELY. VEGETATION SHOULD BE ESTABLISHED AS SOON AS POSSIBLE TO PREVENT EROSION AND SCOUR.
 5. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROLS AFTER ALL CONTRIBUTING AREAS HAVE BEEN STABILIZED.

THE ABSOLUTELY WILD LIFE REGENERATIVE STEP POOL STORM CONVEYANCE BMP

- THE BMP IS DESCRIBED BASED UPON THE FOLLOWING DATA:
- A. RETROFIT CLASS: 100 PERCENT FACILITY-REMOVAL REDUCTION (R10) CLASS
 - B. COORDINATES: LATITUDE: 40.123309 N, LONGITUDE: -76.18888 W
 - C. YEAR OF INSTALLATION: 2020
 - D. 12 DAY WATERSHED HYDROLOGIC UNIT CODE: 02040203002
 - E. TOTAL DRAINAGE AREA AND IMPERVIOUS COVER AREA TREATED:
 - TOTAL DRAINAGE AREA: 6.51 ACRES
 - IMPERVIOUS COVER: 4.56 ACRES
 - F. FLUVID STORAGE VOLUME TREATED (2 IN. STORM): 13,800 FT³
 - G. FLUVID DEPTH CAPTURED PER IMPERVIOUS ACRE: 0.83 INCHES
 - H. BMP TYPE: REGENERATIVE STEP POOL STORM CONVEYANCE
 - I. PROJECTED POLLUTANT REMOVAL:
 - SEDIMENT (72% EFFICIENCY): 6,470 LBS/HR
 - NITROGEN (50% EFFICIENCY): 84 LBS/HR
 - PHOSPHORUS (60% EFFICIENCY): 8 LBS/HR



NO.	REVISIONS	DATE	DESCRIPTION



970 Conestoga Plaza, Suite 200, Pottsville, PA 17862

DESIGNER	JFB	APPROVED	
DRAWN BY	JFB	APPROVED	
PROJECT MGR	WVF	APPROVED	
PROJECT SDR	WVF		
CHECKED BY		DATE	1.10.20

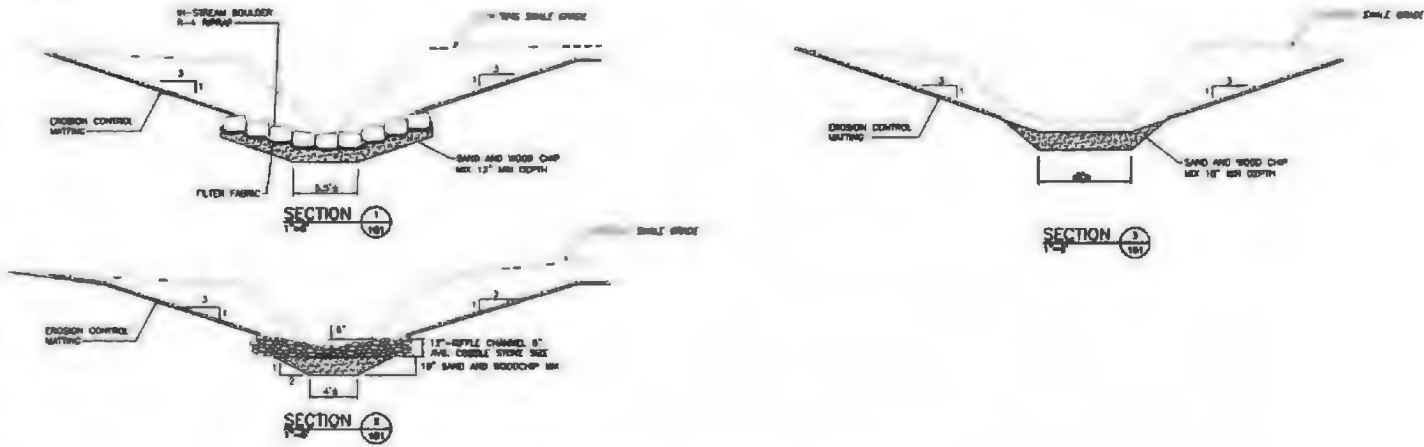


TOWNSHIP OF ABINGTON

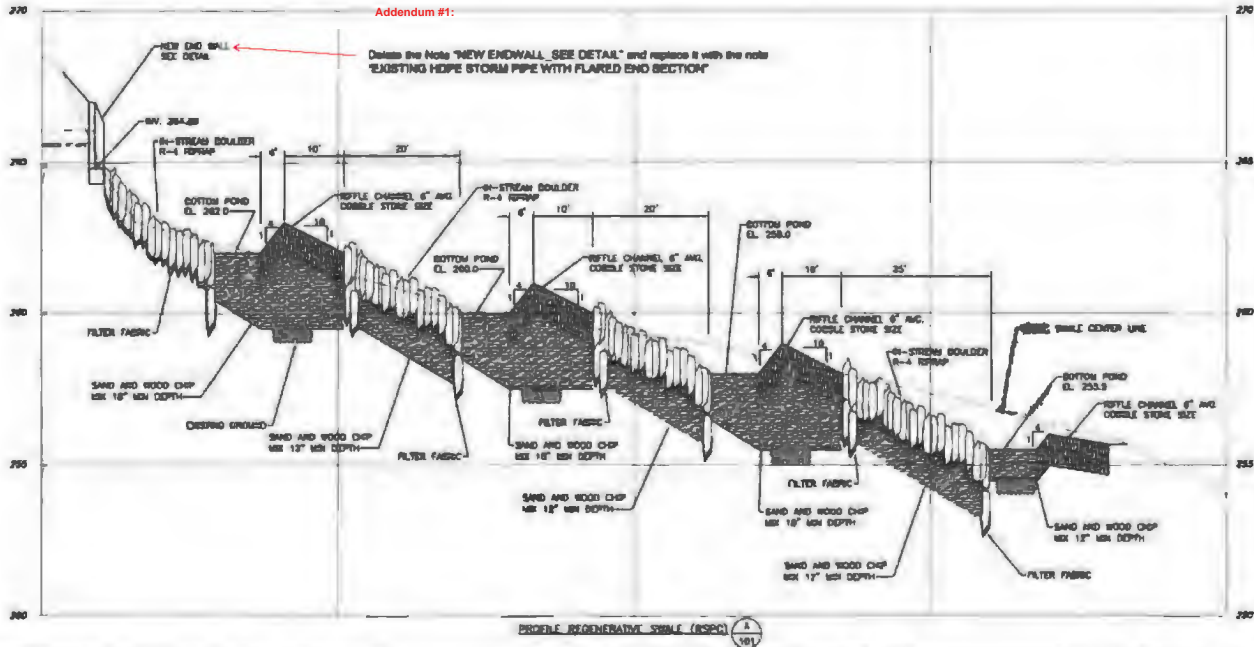
ESSEX COUNTY, PENNSYLVANIA

REGENERATIVE STEP POOL STORM CONVEYANCE SHALE PROPOSED GRADING PLAN AND EROSION CONTROL PLAN

SHEET NO.	AS NOTED
PROJECT NO.	2020P000413
DRAWING NO.	
SHEET	1



PROPOSED SWALE (RSPC) CONSTRUCTION DETAIL



NO.	REVISION	DATE	BY	CHECKED	ISSUED FOR



930 Commonwealth Plaza, Suite 200, Piquette Station, PA 19442

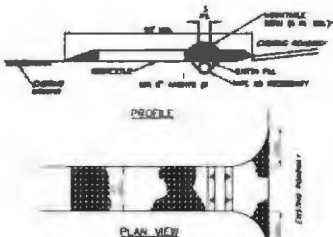
DESIGN ENGINEER	DATE	APPROVED	DATE
DRAWN BY	DATE	CHECKED	DATE
PROJECT NO.	DATE	DATE	DATE
CHECKED BY	DATE	DATE	DATE



TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

ALTERNATIVE STEP POOL STORM CONVEYANCE SWALE
PROFILE, SECTIONS AND CONSTRUCTION DETAILS

SCALE	AS SHOWN
PROJECT NO.	7007008413
DATE	10/20



NOTES:

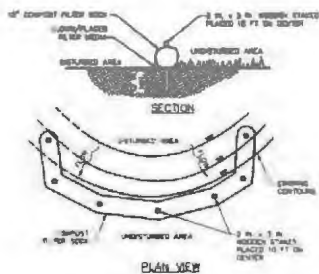
ROCK CONSTRUCTION SHALL BE METALIZATION OF ROCK CONSTRUCTION ENTRANCE EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

BLANKET SHALL BE EXTENDED FROM HIGHWAY TO A VERTICAL SEAMLESS REINFORCED CONCRETE CURB TO EXISTING ROCK CONSTRUCTION ENTRANCE.

ROCK CONSTRUCTION SHALL BE METALIZATION OF ROCK CONSTRUCTION ENTRANCE EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOPWALL SHALL BE MAINTAINED ON SITE FOR THE PURPOSE OF ALL MATERIAL DEPOSITED ON EITHER SIDE OF ROCK CONSTRUCTION ENTRANCE. THE ROCK CONSTRUCTION ENTRANCE SHALL BE REINFORCED BY CATERING SUPPORTS OF SEAMLESS REINFORCED CONCRETE. THE LENGTH OF ROCK CONSTRUCTION ENTRANCE SHALL BE 50 FOOT MINIMUM WITH A MINIMUM OF 2 FEET CLEARANCE FROM EACH SIDE OF ROCK CONSTRUCTION ENTRANCE. THE CONCRETE SHALL BE REINFORCED WITH 2" DIA. BARS, 12" ON CENTER. THE CONCRETE SHALL BE FINISHED WITH A SMOOTH SURFACE. THE CONCRETE SHALL BE FINISHED WITH A SMOOTH SURFACE.

**STANDARD CONSTRUCTION DETAIL #3-1
ROCK CONSTRUCTION ENTRANCE**
NOT TO SCALE



NOTES:

SOCK FABRIC SHALL MEET DIMENSIONS OF TABLE 4.1 OF THE 24-05 EROSION CONTROL MANUAL. SUPPORT SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE 24-05 EROSION CONTROL MANUAL.

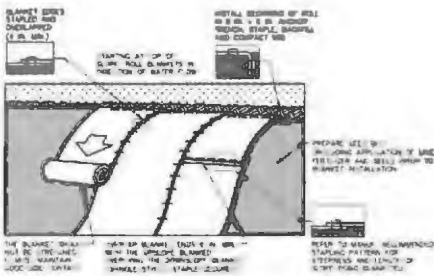
COMPOST FILTER SOCK SHALL BE PLACED AT FIVE FOOT LAPS. GRASS SEEDS OVER THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE BANK. BARRIERS SHALL BE EXTENDED TO THE TOP OF SLOPE AND TO THE TOP OF THE BANK. BARRIERS SHALL BE EXTENDED TO THE TOP OF SLOPE AND TO THE TOP OF THE BANK.

PLASTIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS. ACHIEVING THE HEIGHT SHALL BE REQUIRED WHEN IT REACHES 1/2 THE ABOVE SPECIFIED HEIGHT OF THE BARRIER AND EXPOSED IN THE MANUFACTURED ELEMENTS IN THE PLAN. SUPPORT FILTER SOCKS SHALL BE REINFORCED WITH 2" DIA. BARS, 12" ON CENTER. THE CONCRETE SHALL BE FINISHED WITH A SMOOTH SURFACE.

REPLACEABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS. PHOTOGRAPHABLE SOCKS WITH 1" DIA. 700 HSP-100 SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

UPON STABILIZATION OF THE AREA IMMEDIATE TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND REINSTATED OR REMOVED BY THE OWNER. THE SOAK SHALL BE LEFT OPEN AND THE SOAK SPREAD AS A SOIL SUPPLEMENT.

**STANDARD CONSTRUCTION DETAIL #4-1
COMPOST FILTER SOCK**
NOT TO SCALE



NOTES:

SEED AND SOIL AMENDMENTS SHALL BE APPLIED ACCORDING TO THE BARS IN THE PLAN DRAWINGS PRIOR TO INSTALLING THE BLANKET.

PROVIDE ANCHOR FRAMES AT TOP OF SLOPE IN REGULAR PATTERN AS AT TOP OF SLOPE.

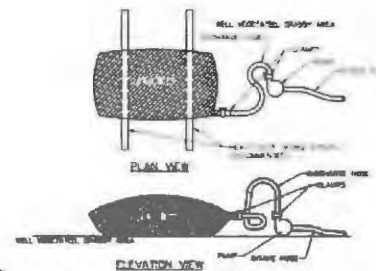
SLOPE SURFACE SHALL BE FREE OF ROCKS, CLIFFS, STONES, AND GRASS.

BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLIEING SOIL THROUGHOUT ENTIRE LENGTH AND BARRIER SEAM SHALL BE STAPLED TO STAPLES TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH BLANKET.

THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. BARRIERS SHALL BE STAPLED REGULARLY AND AFTER EACH ROW OF STAPLES. PORTION OF BARRIERS IS ESTABLISHED TO A REGULAR PATTERN FOR OVERLAP. HOWEVER, THE BARRIERS SHALL BE STAPLED TO STAPLES TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH BLANKET.

EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN STONE OF EQUAL.

**STANDARD CONSTRUCTION DETAIL #11-1
EROSION CONTROL BLANKET INSTALLATION**
NOT TO SCALE



NOTES:

LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL WITH HIGH STRENGTH DOUBLE STITCHED 7" TYP. BAGS MUST BE CAPABLE OF WITHSTANDING PARALLEL LAMES. FROM 100 HOURS. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILES THAT MEET THE FOLLOWING STANDARDS:

PROPERTY	MIN. VALUE	TESTING STANDARD
TENSILE STRENGTH	4000 LB/48"	ASTM D 4833
TEAR STRENGTH	400 LB/12"	ASTM D 4833
COMPRESSION	2500 LB/48"	ASTM D 4833
PULL APART	400 LB/12"	ASTM D 4833
PERCENT ELONGATION	100%	ASTM D 4833
PERCENT ELONGATION AT BREAK	100%	ASTM D 4833

A BUTTRESS BEAMS OF ACCESSING THE BAG WITH WADERS REQUIRED FOR INSPECTION. FILTER BAGS SHALL BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BLEED 1/2 FULL OF SEDIMENT. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STAPLES TO FACILITATE REMOVAL. LINES SHALL BE 24" WIDE OF THE STRAPS ALREADY STAPLED.

BAGS SHALL BE LOCATED IN WELL-WATERED TRANSVERSE AREAS AND DIMENSIONS INTO 18" WIDE. PROVISION REINFORCED AREAS. SINCE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYER AND FILL STAPLES SHALL BE PROVIDED. BAGS MUST BE PLACED ON FILTER TRENCH TO PROVIDE INCREASED CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 3:1 OR SLOPES EXCEEDING 45 DEGREE. ON OTHER NON-TERRACE AND NON-POLLUTION ALTERNATE MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STRENGTH.

NO CONSTRUCTION BARRIER IS REQUIRED FOR MOST INSTALLATIONS. SUPPORT BEAMS OF 2" DIA. FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN 20 FT. DIAMETER. OTHER DETAILS OF THE RECEIVING SURFACE BARS OF WHERE GRASSY AREA IS NOT AVAILABLE.

THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF P.F.E. IS RECOMMENDED FOR THE PUMPING.

THE PUMPING RATE SHALL BE NO GREATER THAN TWO GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER. SPOONING IS LESS PUMP ATTACKS SHALL BE PLUMBING AND WORKING.

FILTER BAGS SHALL BE REPEATED ONLY IF ANY PROBLEM IS DETECTED. PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

**STANDARD CONSTRUCTION DETAIL #5-10
PUMPED WATER FILTER BAG**
NOT TO SCALE

NO.	REVISIONS	DATE	BY	CHKD BY	ISSUED FOR



920 Germantown Pike, Suite 200 Plymouth Meeting, PA 19082

DESIGN TEAM	JES	APPROVED	SEA
DESIGN BY	JEP	APPROVED	SEA
PROJECT OWNER	WBE	APPROVED	SEA
PROJECT NUMBER	100	DATE	11-18-20
CHECKED BY	MJC	DATE	11-18-20



TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA
MIDDLEBURY JUNCTIONARY

REGENERATIVE STEP POOL STORM CONVEYANCE BASIN
SOIL EROSION AND SEDIMENTATION CONTROL DETAILS

SCALE	NONE
PROJECT NO.	2007000413
DRAWING NO.	104
SHEET	104



FINANCE COMMITTEE

AGENDA ITEM

September 17, 2019

DATE

Finance

DEPARTMENT

FC-05-101019

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Renewal of Fidelio Dental Contract

EXECUTIVE SUMMARY:

Fidelio Dental has been a dental plan provider for Township employees for greater than 30 years. The company has a network of over 20,000 dentists including orthodontists, periodontists etc. Fidelio has asked for a nominal 2% increase in rates, with no change in levels of service, for the next 4 years.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to renew the Fidelio Dental Insurance Co. agreement for the period April 1, 2020 through March 31, 2024 at an increase of 2% per year.

August 6, 2019

Ms. Kristine Willard
Human Resource Coordinator
Abington Township
1s176 Old York Road
Abington, PA 19001

RE: Dental Contract Renewal - April 1, 2020 through March 31, 2024

Dear Ms. Willard:

In response to your telephone request, Fidelio Insurance Company is pleased to submit to you renewal rates for the Dental Contract for Abington Township for the period April 1, 2020 through March 31, 2024.

ORTHODONTICS

During the current contract period of April 1, 2016 through July 31, 2019, twenty-nine (29) adolescents took advantage of the Orthodontic benefits of the Plan. My brother Michael and I feel that braces are very important, and we do not want to put a financial impediment on the parents of young children in need of orthodontic treatment. Therefore, the rate for orthodontic treatment will remain at \$850 co-pay when they go to Dr. Mark J. Mele's office, which is the same rate that has been in effect for several years. Twenty-eight of the orthodontic patients utilized Dr. Mark J. Mele's office.

DENTAL PLAN UTILIZATION

Exhibit #1 shows the utilization statistics for your employees and dependents. Your employees and their dependents continue to receive excellent benefits and value by using Fidelio's In-Network Providers (average of 95.82% over the three and one half year period). The household utilization for the first three years varied from 90.8% to 93.6%. The individual utilization for the same period varied from 73.5% to 75.5%. Both household and individual utilization numbers are well above the national averages of 60 to 70% for family and 50 to 55% for individual for a PPO plan. These statistics show that your employees and dependents are pro-active in maintaining their natural teeth and have better overall dental hygiene. Exhibit #2 shows the utilization of the Dental Plan by dental categories.

RENEWAL RATES AND BENEFIT LEVELS

The proposed renewal rates call for no changes whatsoever in the current benefit levels. The employees, their spouses and dependents under 26 years of age will have the full benefit of \$1,500 per year, or \$2,000 per year if they go to the office of Dr. Finkleman and Machlus located in Abington.

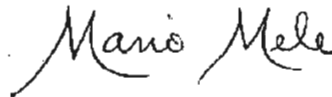
The proposed renewal rates are listed below for the above referenced contract period.

Category	Current Rate	4/1/20 – 3/31/21	4/1/21 – 3/31/22	4/1/22 – 3/31/23	4/1/23 – 3/31/24
		2% increase	2% increase	2% increase	2% increase
Single	\$45.30	\$46.21	\$47.13	\$48.07	\$49.03
Family	\$115.87	\$118.19	\$120.55	\$122.96	\$125.42

Fidelio enjoys being the administrator of your dental plan and we look forward to working with you and the Abington employees for the next four years.

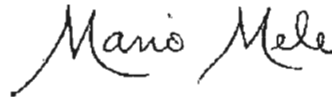
If you have any questions, please feel free to call me at 215-885-2443.

Sincerely,



Mario Mele

MM: dm



Richard Manfredi, Township Manager

Mario Mele, Fidelio Dental Insurance Co.

Date

August 6, 2019
Date



FINANCE COMMITTEE

AGENDA ITEM

February 18, 2020

DATE

FC-01-031220

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Investments

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to approve investments for the month of January, 2020. It was noted that investments for the month totaled \$1,344,000.00. Interest rate yields ranged from 1.60% to 1.750%.

SCHEDULE OF INVESTMENTS
JANUARY 2020

MATURITY	SETTLEMENT DATE	FINANCIAL INSTITUTION	FUND	CASH	DISCOUNT PREMIUM	INTEREST	REINVESTED/ NEW INVESTMENT	MATURITY DATE	RATE	Y-T-M	NEXT CALL
NEW	01/08/20	HANCOCK WHITNEY BANK	GENERAL				245,000.00	10/16/2020	1.65%		
NEW	01/08/20	WELLS FARGO NATL BK	GENERAL				90,000.00	7/19/2021	1.75%		
NEW	01/08/20	CITIZENS BANK NA	GENERAL				245,000.00	7/15/2020	1.60%		
NEW	01/08/20	US BANK NATL ASSOC	GENERAL				130,000.00	7/15/2020	1.60%		
NEW	01/27/20	STERLING NATL BANK	SEWER OPERATING				140,000.00	7/31/2020	1.65%		
140,000.00	01/30/20	BANK OF WASHINGTON	SEWER OPERATING								
NEW	01/27/20	STERLING NATL BANK	PERMANENT IMPROVEMENT				20,000.00	7/31/2020	1.65%		
20,000.00	01/30/20	BANK OF WASHINGTON	PERMANENT IMPROVEMENT								
NEW	01/27/20	BANK OF THE WEST	REFUSE				145,000.00	7/29/2020	1.65%		
145,000.00	01/27/20	COMMERCEWEST BANK	REFUSE								
NEW	01/08/20	CENTERSTATE BANK NA	SEWER CAPITAL				187,000.00	7/15/2020	1.60%		
138,000.00	01/21/20	MOUNTAINONE BANK	SEWER CAPITAL								
NEW	01/27/20	MIZUHO BANK	SEWER CAPITAL				142,000.00	7/29/2020	1.65%		
443,000.00				0.00	0.00	0.00	1,344,000.00				

C-2



FINANCE COMMITTEE

AGENDA ITEM

February 18, 2020

DATE

FC-03-031220

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Clearing Fund/Deferred Revenue and Expense/Petty Cash

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of January 2020. Clearing fund receipts and disbursements for the month of January 2020 were \$10,190.12 and (\$9,418.82), respectively. Deferred Revenue/Expense receipts and disbursements for the month of January 2020 were \$0.00 and (\$3,231.54) respectively.

CLEARING FUND ANALYSIS

Description	Beginning Balance 01/01/20	Receipts	Disbursements	Ending Balance 01/31/20
Sales Tax	0.00			0.00
Sales Tax-Refuse	356.48	83.20	(356.48)	83.20
Sales Tax-Rain Barrels	76.69	8.77	(76.69)	8.77
Sales Tax-Bare Root Trees	0.00			0.00
SPS WWTP	0.00			0.00
Training Center	0.00			0.00
State Mandated Permit Fees	2,583.00	755.50	(2,583.00)	755.50
War Memorial Donations	8,650.52	9,342.65	(6,402.65)	11,590.52
Totals	11,666.69	10,190.12	(9,418.82)	12,437.99

DEFERRED REVENUE/EXPENSE

HRC-Jnktwn Rotary Donation	997.85			997.85
Donation-Police Laser Purchase	250.00			250.00
Police Academy	2,777.50			2,777.50
Roychester Park Donations	1,046.00			1,046.00
2219 Old Welsh-Parkview Curbs	0.00			0.00
Calendar Ads	12,955.10		(2,735.55)	10,219.55
Overpayment 1829 Fairview Ave	0.00			0.00
Refund FICA	0.00		(495.99)	(495.99)
TOTALS	18,026.45	0.00	(3,231.54)	14,794.91

EAC

EAC Green Account	1,190.61			1,190.61
Jackson Park	1,279.82			1,279.82
TOTALS	2,470.43	0.00	0.00	2,470.43

EAC SUSTAINABILITY PROJECTS

EAC SUSTAINABILITY PROJECTS	16,449.15	146.23		16,595.38
TOTALS	16,449.15	146.23	0.00	16,595.38

CASH BALANCES (See Attached)**PETTY CASH FUNDS**

Finance Office	500.00			
Parks - Regular	100.00			
Ardsley Community Center	100.00			
Briar Bush - Regular	75.00			
Police Admin	300.00			
Police - SIU	500.00			
Police-Records Office	50.00			
Wastewater Administration	50.00			
Public Works	50.00			
Reception	75.00			
TOTAL PETTY CASH FUNDS:				1,800.00

		<u>Cash</u>	<u>Investments</u>	<u>Fund Total</u>
01	GENERAL FUND	2,527,030.60	7,894,000.01	10,421,030.61
02	SEWER OPERATIONS	2,691,178.12	2,442,836.01	5,134,014.13
03	HIGHWAY AID	1,120,804.90	0.00	1,120,804.90
04	FLOOD MITIGATION FUND	0.00	0.00	0.00
05	OPEB - HEALTH COST FUND	5,599,094.86	15,636,259.58	21,235,354.44
06	GRANT FUND	234,715.25 CR	0.00	234,715.25 CR
07	PERMANENT IMPROVEMENT	10,327,541.04	1,312,000.02	11,639,541.06
08	PARKS CAPITAL	120,913.29	0.00	120,913.29
10	TUITION REIMBURSEMENT FUND	0.00	0.00	0.00
11	RENTAL REHAB	7,624.86	0.00	7,624.86
12	CLEARING FUND	12,437.99	0.00	12,437.99
13	WORKER'S COMPENSATION	1,054,310.17	820,000.01	1,874,310.18
14	REFUSE FUND	1,388,701.50	250,000.02	1,638,701.52
15	MAIN ST MGR/ECON DEVELOP FUND	3,676.34	0.00	3,676.34
16	S.I.U.	8,831.70	0.00	8,831.70
17	SEWER CAPITAL	2,128,155.47	2,780,000.02	4,908,155.49
18	CDBG	0.00	0.00	0.00
	Grand Total:	26,755,585.59	31,135,095.67	57,890,681.26

2019 TRAINING AND CONFERENCE EXPENDITURES

Employee Name	Event	Submitted 1/31/2020	YTD Expenses 2020
	No Activity for January 2020		
Total		0.00	0.00

*New Activity

EXPENSES BY DEPARTMENT:

- Briar Bush**
- Commissioners**
- Administration**
- Police**
- Parks**
- Public Works**
- Fire Marshal**
- Finance**
- Code**
- WWTP**
- Total**

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PERMANENT IMPROVEMENT FUND 1/31/20**

	Beginning Balance 01/01/20	Monthly Activity	Ending Balance 01/31/20
ASSETS:			
Cash in Bank:			
Operating Cash	10,295,468.62	(727,459.38)	9,568,009.24
Wells Fargo Cash	1,665.11		1,665.11
Police Segregated Account	0.00		0.00
Subdivision Plan	64,968.61	(4,927.50)	60,041.11
Aqua/PECO Paving	(43,847.48)		(43,847.48)
Construction Permits	2,360,623.94	2,370.69	2,362,994.63
Hiway Permits	0.00		0.00
Land Development	45,541.23	(6,582.50)	38,958.73
Street Opening Permits	7,687.10		7,687.10
WaterCourse Permits	1,800.00		1,800.00
Miscellaneous Escrows	127,191.68	500.00	127,691.68
Temporary Use & Occ.	1,500.00		1,500.00
Soil Erosion	6,000.00		6,000.00
Legal Fees - Escrow	149,551.43	(21,866.69)	127,684.74
Investments	1,312,000.00		1,312,000.00
Plgit	0.02		0.02
Discount on Investments	0.00		0.00
Premium on Investments	0.00		0.00
Investment to Market	(8,469.48)		(8,469.48)
Interest Receivable	0.00		0.00
Misc Receivables	0.00		0.00
Perm. Improve. Liens Rec.	29,939.14		29,939.14
Allowance for Liens	(29,939.14)		(29,939.14)
Cash DEA	428.74		428.74
Cash 2014 Bond Issue	0.00		0.00
Cash 2017 Bond	(148,353.39)	595,486.94	447,133.55
Republic Bank-2017 Bond Cash	600,000.04	(600,374.84)	(374.80)
TOTAL ASSETS	14,773,756.17	(757,965.38)	14,010,902.89
LIABILITIES			
Accounts Payable	(471,343.96)	471,343.96	0.00
Payroll Payable	0.00		0.00
Deposits Payable-Subdivisions	(63,461.11)	3,420.00	(60,041.11)
Aqua/PECO Paving	43,847.48		43,847.48
Deposits Payable-Construction Permits	(2,360,623.94)	(2,370.69)	(2,362,994.63)
Deposit Payable-Hiway Permits	0.00		0.00
Deposits Payable Land Development	(39,701.23)	742.50	(38,958.73)
Deposits Payable Street Opening	(7,687.10)		(7,687.10)
Deposits Payable WaterCourse Permits	(1,800.00)		(1,800.00)
Miscellaneous Escrows	(127,191.68)	(500.00)	(127,691.68)
Deposits Payable Temp. Use & Occ. Permits	(1,500.00)		(1,500.00)
Deposits Payable Soil Erosion	(6,000.00)		(6,000.00)
Deposit Payable - Legal Fees Escrow	(132,164.74)	4,480.00	(127,684.74)
Deferred Revenue	0.00		0.00
2017 Bonds Payable	(600,000.00)		(600,000.00)
TOTAL LIABILITIES	(3,767,626.28)	477,115.77	(3,290,510.51)
FUND BALANCE:	9,730,575.58		9,730,575.58
REVENUES:			
Payment for Municipal Services	0.00		0.00
Interest on Investments	0.00	9,557.06	9,557.06
Refunds	0.00		0.00
Sale of Property	0.00		0.00
Grants - State	0.00		0.00
Grants - County	0.00		0.00
Private Donations	0.00		0.00
Transfer from General Fund	0.00		0.00
Interest Income 2014 Bond Issue	0.00		0.00
Interest Income 2017 Bond Issue	0.00		0.00
TOTAL REVENUES	0.00	9,557.06	9,557.06

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PERMANENT IMPROVEMENT FUND 1/31/20**

EXPENSES:	2020 Budget	Y-T-D Expenditures	2020 Remaining Budget
000-5999 Miscellaneous Expense	45,855.00		45,855.00
967-5213 2017 Bond Funding Cost	0.00		0.00
967-7200 2017 Bond - Storm Sewer	1,160,467.56		1,160,467.56
967-7201 2017 Bond - Old York/Susquehanna Match	1,102,915.93		1,102,915.93
967-7202 2017 Bond - A.C.E. Sandy Run Match	595,800.00		595,800.00
500-7511 Replace Boiler Admin 2016	9,694.60		9,694.60
500-7517 Basement Water Damage & Repair 2017	20,955.65		20,955.65
500-7521 Large Scanner Replacement 2017	14,532.45		14,532.45
500-7524 Grant Match Support 2018	158,951.83		158,951.83
500-7529 GIS Program 2018	5,343.00	2,211.96	3,131.04
500-7530 Website Update/App 2018	4,517.79		4,517.79
500-7536 Township Buildings 2020	60,000.00		60,000.00
500-7537 Grant Support 2020	200,000.00		200,000.00
500-7538 Municipal Complex Feasibility Study 2020	100,000.00		100,000.00
500-7539 Cityview Workspace 2020	55,000.00		55,000.00
500-7540 Dedicated Connections 2020	8,500.00		8,500.00
500-7541 Mobile Device Protection 2020	12,000.00		12,000.00
500-7542 Security Audit 2020	25,000.00		25,000.00
500-7543 Sewer GIS Updates 2020	40,000.00		40,000.00
500-7544 Virtual Desktops 2020	20,000.00		20,000.00
500-7545 Finance Software Upgrade 2020	250,000.00		250,000.00
525-7548 Police Vehicles 2020	360,000.00		360,000.00
525-7549 Police Vehicle Digital Systems 2020	15,000.00		15,000.00
525-7550 Body Cameras 2020	109,657.00	109,657.00	0.00
525-7551 Replace/Upgrade Blue Band Radios 2020	110,140.00		110,140.00
525-7552 Digital Radios 2020	72,702.00	72,701.36	0.64
525-7553 Call Log and Recorder 2020	6,000.00		6,000.00
525-7554 Traffic Safety 2020	85,000.00		85,000.00
525-7555 Terminal and Cody Servers 2020	17,000.00		17,000.00
525-9900 Police & Fire Memorial 2000	397.16		397.16
566-7519 Alverthorpe Grant Match 2018	30,000.00		30,000.00
566-7520 Watershed Restoration Grant Susquehanna 2018	51,750.00		51,750.00
566-7529 Stormwater Master Plan 2019	91,044.88		91,044.88
566-7534 Grove Park Grant Project 2020	100,500.00		100,500.00
566-7535 AWS Streambank Stabilization Grant 2020	11,765.00		11,765.00
566-7536 Meadowbrook Streambank Stabilization 2020	30,000.00		30,000.00
566-7537 600 Block Cricket/Central Ave Study 2020	25,000.00		25,000.00
566-7538 600 Block Roslyn Ave Engin. Study 2020	40,000.00		40,000.00
566-7539 Bridge Repairs 2020	50,000.00		50,000.00
566-7540 MS4 Requirements 2020	75,000.00		75,000.00
566-7541 Stream Maintenance 2020	25,000.00		25,000.00
566-7542 Sump Pump Connections 2020	25,000.00		25,000.00
566-7543 C2P2 Trail Phase 2 Grant Prelim Design 2020	16,500.00		16,500.00
575-7563 Asphalt Paver 2020	200,000.00		200,000.00
575-7564 Overlay Program 2020	275,000.00		275,000.00
575-7565 Repairs to Paver, Milling and Grinder 2020	50,000.00		50,000.00
575-7566 Business Maintenance Program 2020	75,000.00		75,000.00
575-7567 Business Districts 2020	25,000.00		25,000.00
575-7568 Decorative Street Poles 2020	15,000.00		15,000.00
091-7486 Radio Replacement Project 2016	60,000.00		60,000.00
091-7488 Radio Replacement Project 2017	60,000.00		60,000.00
091-7589 Replace 1993 Breathing Air Truck 2018	100,000.00		100,000.00
091-7590 Fire Training Burn Bldg 2018	20,875.66		20,875.66
091-7591 Radio Replacement Project 2018	113,521.00		113,521.00
091-7592 Maintenance Fire Co Buildings 2019	240,454.15		240,454.15

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PERMANENT IMPROVEMENT FUND 1/31/20**

<u>EXPENSES:</u>	<u>2020 Budget</u>	<u>Y-T-D Expenditures</u>	<u>2020 Remaining Budget</u>
091-7593 Fire Training Burn Bldg 2019	112,850.99		112,850.99
091-7594 Replace 1993 Breathing Air Truck 2019	100,000.00		100,000.00
091-7595 Radio Replacement 2019	113,521.00		113,521.00
091-7596 Fire Company Buildings 2020	300,000.00		300,000.00
091-7597 Fire Training Facility 2020	150,000.00		150,000.00
091-7598 Replace 1993 Breathing Air Truck 2020	100,000.00		100,000.00
091-7599 Radio Replacement Project 2020	113,521.00		113,521.00
071-7496 Replace Doors - Main & Roslyn Branches 2018	31,441.85	30,533.00	908.85
071-7497 Replace Carpet - Lower Level 2018	8,290.81		8,290.81
071-7498 LED Lighting 2019	261.75		261.75
071-7499 Water Mitigation/Bollards/Curbing 2020	5,000.00		5,000.00
800-7546 Remove Vines Jackson Park 2015	16,650.00		16,650.00
800-7553 Replace Crestmont Basketball Court 2017	44,720.00		44,720.00
800-7564 BBNC Master Plan Improvements 2018	22,000.00		22,000.00
800-7580 Facility Wide Tree Maintenance 2019	13,955.50	559.50	13,396.00
800-7581 Open Space & Recreational Comp Plan 2019	125,000.00		125,000.00
800-7583 Window Replacement 2020	5,000.00		5,000.00
800-7584 Pond Maintenance 2020	10,000.00		10,000.00
800-7585 2160 Woodland Rd House 2020	10,000.00		10,000.00
800-7586 Ardsley Street Hockey Court Reno 2020	25,000.00		25,000.00
800-7587 Facility Wide Tree Maintenance 2020	70,000.00		70,000.00
800-7588 Replace Parks Foreman Truck #406 2020	45,000.00		45,000.00
800-7589 Goose Management Program 2020	9,300.00		9,300.00
800-7590 Replace John Deere Infield Groomer 2020	12,000.00		12,000.00
800-7591 Replace Jacobsen Riding Mower 2020	12,000.00		12,000.00
800-7592 Replace John Deere Z-Turn Riding Mower 2020	12,000.00		12,000.00
800-7593 Electric Gate Fox Chase Rd Entrance 2020	7,000.00		7,000.00
800-7594 New Garage at Maintenance Yard 2020	50,000.00		50,000.00
800-7595 Parks Upgrades 2020	25,000.00		25,000.00
800-7596 Pool Covers Crestmont 2020	18,000.00		18,000.00
800-7597 Filtering System for Baby Pool 2020	14,000.00		14,000.00
800-7598 New Fountain Baby Pool 2020	22,000.00		22,000.00
800-7599 Sand Blast/Plaster Crestmont Pool 2020	108,000.00		108,000.00
800-7600 Replace Lawn Boy Residential Mower 2020	2,000.00		2,000.00
800-7601 Inclusive Park 2020	100,000.00		100,000.00
800-7602 Manor Woods 2020	110,000.00		110,000.00
TOTAL EXPENSES	8,395,353.56	215,662.82	8,179,690.74

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
SPECIAL INVESTIGATION UNIT FUND 1/31/20**

	Beginning Balance 01/01/20	Monthly Activity	Ending Balance 01/31/20
<u>ASSETS:</u>			
Cash	0.00		0.00
Cash-State Forfeiture - Phila DA	8,831.70		8,831.70
Petty Cash	500.00		500.00
PLGIT Investment	0.00		0.00
Interest Receivable	0.00		0.00
Cash-DEA Seizure	0.00		0.00
TOTAL ASSETS	9,331.70	0.00	9,331.70
<u>LIABILITIES:</u>			
Accounts Payable	0.00		0.00
Deferred Revenue	0.00		0.00
TOTAL LIABILITIES	0.00	0.00	0.00
FUND BALANCE:	(9,731.70)		(9,731.70)
<u>REVENUES:</u>			
Interest on Investment	0.00		0.00
Refunds	0.00		0.00
Shared Distribution-Phila DA	0.00		0.00
Shared Distribution-DEA	0.00		0.00
TOTAL REVENUES	0.00	0.00	0.00
<u>EXPENSES:</u>			
	2020 Budget	Y-T-D Expenditures	2020 Remaining Budget
Buy money	0.00		0.00
TOTAL EXPENSES	0.00	0.00	0.00

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
SEWER CAPITAL 1/31/20**

	Beginning Balance 01/01/20	Monthly Activity	Ending Balance 01/31/20
ASSETS:			
Cash in Bank	2,088,065.49	40,090.01	2,128,155.50
Cash - Wells Fargo	184,295.99		184,295.99
Investments	2,780,000.00		2,780,000.00
Investments - PLGIT	0.02		0.02
Investment to Market	(109,592.50)		(109,592.50)
Long Term Notes Receivable	182,070.89		182,070.89
Equipment	148,230.53		148,230.53
C & A Sewer System	17,832,907.59		17,832,907.59
Vehicles	583,899.92		583,899.92
Other Sewer Assets	24,287,062.58		24,287,062.58
Construction in Progress	1,533,696.03		1,533,696.03
Accumulated Depreciation	(17,869,130.42)		(17,869,130.42)
Accumulated Amortization	0.00		0.00
TOTAL ASSETS	31,641,506.12	40,090.01	31,681,596.13
LIABILITIES:			
Accounts Payable	(1,995.84)	1,995.84	0.00
TOTAL LIABILITIES	(1,995.84)		0.00
FUND BALANCE:	32,265,052.41		32,265,052.41
REVENUES:			
Interest Income	0.00	2,139.38	2,139.38
Interest - Acorn Lane - SD #9	0.00		0.00
Interest - Edge Hill - SD #10	0.00	21.93	21.93
Interest - Meadowbrook - SD #11	0.00		0.00
Interest - Meetinghouse Rd SD - #12	0.00		0.00
Interest - Rydal II - SD #13	0.00		0.00
Interest - Old Ford Rd - SD #14	0.00	138.71	138.71
Interest - Stocton Rd - SD #15	0.00	184.08	184.08
Interest - Old Welsh Rd - SD #16	0.00	50.00	50.00
Interest - Mill Rd - SD #17	0.00	277.88	277.88
Refunds	0.00		0.00
Sewer Connections	0.00	33,750.00	33,750.00
Asmnt Prin - Acorn Lane - SD #9	0.00		0.00
Asmnt Prin - Edge Hill - SD #10	0.00	487.55	487.55
Asmnt Prin - Meadowbrook - SD #11	0.00		0.00
Asmnt Prin - Meetinghouse Rd - SD #12	0.00		0.00
Asmnt Prin - Rydal II - SD #13	0.00	10.62	10.62
Asmnt Prin - Old Ford Rd - SD #14	0.00	3,947.43	3,947.43
Asmnt Prin - Stocton Rd - SD #15	0.00	240.33	240.33
Asmnt Prin - Old Welsh Rd - SD #16	0.00	630.00	630.00
Asmnt Prin - Mill Rd - SD #17	0.00	207.91	207.91
TOTAL REVENUE	0.00	42,085.82	42,085.82
EXPENSES			
	2020 Budget	Y-T-D Expenditures	2020 Remaining Budget
000-5201 Legal Expense	0.00		0.00
903-7330 Mill Rd. Sanitary Sewer Project	121,020.00		121,020.00
851-7473 Install Pump Station Monitors 2012	33,645.00		33,645.00
851-7477 Pump Station Upgrade Cont 141 2012	55,769.53		55,769.53
851-7486 Relocate San Sewer Irvin/Mary Rd 2015	200,000.00		200,000.00
851-7488 Lateral Pipe Remote Flush Truck 2015	18,979.14		18,979.14
851-7489 Pump Station Scada Monitor Unit 2015	68,000.00		68,000.00
851-7490 Row Flush/TV Reel Mobile Unit 2015	47,434.35		47,434.35
851-7491 Tall Trees PS Elec Feed Repl 2015	34,249.06		34,249.06
851-7493 Bryant Ln Pump Station Divert to Holy Redeemer 2016	80,000.00		80,000.00
851-7495 Sewer System I & I Rehab 2017	192,500.00		192,500.00
851-7498 Cardinal Pump St. Pump & Valve Replacement 2017	3,150.19		3,150.19
851-7499 Rydal Pump St. Pump & Valve Replacement 2017	77,006.91		77,006.91
851-7500 PA Small Water & Sewer Grant 2017	100,000.00		100,000.00
851-7501 Sewer System I&I Rehabilitation 2018	15,000.00		15,000.00
851-7503 Replace 2004 Flush Truck 2019	285,000.00		285,000.00
851-7505 Air Compressor Trailer for Utility Truck 2019	49.28		49.28
851-7506 Replace 2005 Ford Sedan 2019	199.33		199.33
851-7507 Replace 1999 GMC Sewer Televising Van 2020	210,000.00		210,000.00
851-7508 Replace Aqua Aerobic Disk/Comp Control 2020	55,000.00		55,000.00
851-7509 Replace Comp Ctr'l & Comm Equip 2020	122,000.00		122,000.00
851-7510 Replace Doors/Windows Influent Bldg 2020	13,000.00		13,000.00
851-7511 Replace Furnace/Radiators Influent Bldg 2020	15,000.00		15,000.00
851-7512 Diffuser Membrane Replacement Kit 2020	36,000.00		36,000.00
851-7513 Emergency Generator Tall Trees 2020	35,000.00		35,000.00
851-7514 Air Compressor 2020	20,000.00		20,000.00
966-7335 Tookany Basin Upgrades 2013	666,702.87		666,702.87
TOTAL EXPENSES	2,504,705.66	0.00	2,504,705.66

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PARKS CAPITAL 1/31/20**

	Beginning Balance 01/01/20	Monthly Activity	Ending Balance 01/31/20
<u>ASSETS:</u>			
Cash in Bank	120,913.29		120,913.29
Cash - Trails	0.00		0.00
Cash - Morgan Stanley	0.00		0.00
Investments	0.00		0.00
Investments to Market	0.00		0.00
Discount on Investments	0.00		0.00
Interest Receivable	0.00		0.00
TOTAL ASSETS	120,913.29	0.00	120,913.29
<u>LIABILITIES:</u>			
Accounts Payable	0.00		0.00
Deferred Revenue	0.00		0.00
TOTAL LIABILITIES	0.00	0.00	0.00
<u>FUND BALANCE:</u>	(122,967.29)	0.00	(122,967.29)
<u>REVENUES:</u>			
Interest on Income	0.00		0.00
Refunds	0.00		0.00
Grants - State	0.00		0.00
Parks Capital Private Donations	0.00		0.00
Grants-State/Trails	0.00		0.00
Private Donations Trails	0.00		0.00
TOTAL REVENUES	0.00	0.00	0.00
<u>EXPENSES:</u>			
	2020 Budget	Y-T-D Expenditures	2020 Remaining Budget
Alverthorpe Manor Bldg Repairs	120,913.29		120,913.29
TOTAL EXPENSE	120,913.29	0.00	120,913.29

TOWNSHIP OF ABINGTON
CONTINGENCY EXPENSE REPORT
GENERAL OPERATING FUND
01/31/20

2020 Approved Budget 485,000.00

Authorized Budget Adjustments:

485,000.00

Authorized Expenditures:

<u>Amount Expended</u>	<u>Authorized to Date Expenditures</u>
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Contingency Reserve @ 1/31/20

485,000.00

**TOWNSHIP OF ABINGTON
CONTINGENCY EXPENSE REPORT
SEWER OPERATING FUND
01/31/20**

2020 Approved Budget **60,000.00**

Authorized Budget Adjustments:

60,000.00

<u>Authorized Expenditures:</u>	<u>Amount Expended</u>	<u>Authorized to Date Expenditures</u>
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Authorized Transfers:

Contingency Reserve @ 1/31/20	<u><u>60,000.00</u></u>
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FINANCE COMMITTEE

AGENDA ITEM

February 14, 2020

DATE

Community Development

DEPARTMENT

FC-04-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Fair Housing and Civil Rights Compliance

EXECUTIVE SUMMARY:

The Township of Abington is the grant recipient of federal funds (HOME funds) from the PA Department of Community and Economic Development (DCED). These funds are to be used to fund the Township's Owner Occupied Rehabilitation program.

As the grant recipient of these federal funds, the Township is required to annually adopt a fair housing resolution and to publicly advertise the designated Fair Housing Officer for the Township of Abington. Attached are both documents for your review and consideration.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to adopt a Fair Housing Resolution and grant the authority to a publicly advertise a Fair Housing Officer for the Township of Abington.

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

FAIR HOUSING – RESOLUTION NO. 2020-015

LET IT BE KNOWN TO ALL PERSONS of the Township of Abington that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability is prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the Pennsylvania Human Act. It is the policy of the Township of Abington to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, age, familial status (families with children) religious creed, ancestry, sex, national origin, handicap or disability, use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression. Therefore, the Township of Abington does hereby pass the following resolution.

BE IT RESOLVED, that within available resources the Township of Abington will assist all persons who feel they have been discriminated against because of race, color, age, familial status (families with children) religious creed, ancestry, sex, national origin, handicap or disability, use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression to seek equity under federal and state laws by filing a complaint with the Pennsylvania Human Relations Commission and the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED, that the Township of Abington shall publicize this Resolution and through this publicity shall cause owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law, the Pennsylvania Human Relations Act, and any local laws or ordinances.

FURTHER PUBLICITY will at a minimum include, but not to be limited to: (1) the printing and publicizing of this resolution and other applicable fair housing information through local media and community contracts: (2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

EFFECTIVE DATE: March 12, 2020.

ABINGTON TOWNSHIP

ATTEST:

**John L. Spiegelman, President
Board of Commissioners**

**Richard J. Manfredi,
Township Manager & Secretary**

**NOTICE of FAIR HOUSING OFFICER
and COMPLAINT
PROCESS for the
Township of Abington**

This notice will serve to advise all residents of the Township of Abington that the following actions, if based on race, color, sex, national origin, religion, familial status (families with children), or handicap (disability) is prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Act) and the Pennsylvania Human Relations Act adds the additional protected classes of age, ancestry and use of guide or support animals because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals are considered discriminatory:

- Refusing to sell or rent to, deal or negotiate with any person.
- Discriminating on terms or conditions for buying or renting housing.
- Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, national origin, familial status, handicap (disability), age, ancestry or with no animals.
- Denying that housing is available for inspection, sale or rent when it really is available.
- Blockbusting-for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood.
- Denying or making different terms or conditions for home loans by financial institutions.
- Denying to anyone the use or participation in any real estate services, multiple listing services or other facilities related to the selling and renting of housing.

If you're a person with a disability and require a reasonable accommodation, please contact the below Fair Housing Officer/Agency.

If you're Limited English Proficient and require a document translation, please contact the below Fair Housing Officer/Agency.

All residents are hereby notified, that any complaints regarding a discriminatory action under one of the above conditions may be filed with the:

Pennsylvania Human Relations Commission Philadelphia Regional Office
110 North 8th Street, Suite 501
Philadelphia, PA 19107
(215) 560-2496
(215) 560-3599 TTY users only

and

U.S. Department of Housing and Urban Development FHEO/Regional III Office
Mid-Atlantic Office
100 Penn Square East, 12th Floor Philadelphia, PA 19107
(215) 861-7643
Fax: (215) 656-3449
TTY: (800) 927-9275



FINANCE COMMITTEE

AGENDA ITEM

February 14, 2020

DATE

Community Development

DEPARTMENT

FC-05-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Advertisement of Public Needs Hearing for the use of Community Development Block Grant for the Federal Fiscal (FFY) Year 2020

EXECUTIVE SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) requires the annual public notice of the a Public Hearing for the use of Community Development Block Grant (CDBG) funds.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to approve the public advertisement for a public hearing to discuss the needs of the community for the use of Community Development Block Grants.

**PUBLIC HEARING NOTICE
TOWNSHIP OF ABINGTON,
MONTGOMERY COUNTY, PENNSYLVANIA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Notice is hereby given that the Township of Abington, Montgomery County, Pennsylvania will hold a public hearing on Tuesday, March 31, 2020 at 3:00 P.M., prevailing time, at the Abington Township Building, 1176 Old York Road, in the Lower Floor Conference Room, Abington, PA 19001. The Township Building and Lower Floor Conference Room are both accessible to persons with physical disabilities. If special arrangements are needed to accommodate any resident in order for them to participate in this public hearing, please contact Mr. Van B. Strother, Director, Department of Community Development, at (267) 536-1019 to make such arrangements. Any person requiring an interpreter for the hearing impaired or the visually impaired should also contact Mr. Strother at least five-(5) calendar days prior to this meeting and an interpreter will be provided. In addition, hearing-impaired persons may call Pennsylvania Relay at 711. Any non-English speaking person wishing to attend the public hearing should contact Mr. Strother at least five-(5) calendar days prior to the meeting and a language interpreter will be provided.

Cualquier persona que no habla Inglés que deseen asistir a la audiencia pública deben comunicarse con la Sr Strother cinco (5) días calendario antes de la reunión y un intérprete de lenguaje se proporcionará.

The purpose of this public hearing is to discuss the needs of the community and to gather information on the housing, community, and economic development needs for the Township's FY 2020 Annual Action Plan; which the Township must submit to the U.S. Department of Housing and Urban Development for the Community Development Block Grant (CDBG) Entitlement Funds Program.

The Township of Abington anticipates that it will receive an estimated CDBG entitlement grant in the amount of approximately \$784,501 for FY 2020. This funding is contingent upon the final approval of the Federal Budget for FY 2020. In order to receive these funds, the Township of Abington must prepare a One Year Annual Action Plan for the use of the CDBG funds. At least 70% of the CDBG funds must benefit low to moderate income persons living in the Township of Abington. In preparing its CDBG application, the Township intends to afford residents, local agencies, and interested parties the opportunity to become involved in the planning process.

The Township is also soliciting letters of interest from interested citizens and community groups in Abington Township for eligible activities and projects within the Township. All activities and projects must benefit low to moderate income persons. Interested parties should submit a letter of interest to the Township of Abington, Mr. Van B. Strother, Director, Office of Community Development, 1176 Old York Road, Abington, PA 19001 by 4:30 PM on Wednesday, July 1, 2020.

The following types of activities may be eligible for funding under the CDBG program: acquisition of property; disposition costs; improvements to public facilities, including the removal of architectural barriers; demolition and environmental clean-up; public services that are new or a quantifiable increase in the level of service; interim assistance; relocation payments for persons displaced as a result of a CDBG activity; rehabilitation of houses; code enforcement; special economic development activities; special activities undertaken by a community based development organization; home ownership assistance for purchase; planning; environmental; program administration; audit; and other miscellaneous activities.

If the Township would undertake an activity that would result in the displacement of families or individuals, the Township would utilize its policy for minimizing such displacement. Furthermore, the Township is responsible for replacing all low to moderate income housing units that may be demolished or converted as a result of CDBG funds.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the needs of the Township of Abington and the use of CDBG funds to address those needs over the next year. Written comments may be addressed to the Township of Abington, Mr. Van B. Strother, Director, Department of Community Development, Township of Abington, 1176 Old York Road, Abington, PA 19001.

John L. Spiegelman, President
Board of Commissioners



FINANCE COMMITTEE

AGENDA ITEM

February 18, 2020

FC-07-031220

DATE

AGENDA ITEM NUMBER

Engineering

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Growing Greener 2016 Project for Stormwater Management BMP Control Measures
Roychester Park - Evergreen Manor Park

EXECUTIVE SUMMARY:

Project was on hold in 2018 due to coordination with USACE on their Roychester Project. Project was put out to bid in June 2019 with a mandatory Pre-Bid Meeting held June 27, 2019. Six contractors attended but only one bid was received and was over-budget. The project was re-bid in July 2019 and was broken up into a Base Bid (Roychester Park), Add On No. 1 (Trees at Roychester) and Add On No. 2 (Evergreen Park) to give the Township greater flexibility in award. Four contractors came to the Pre-Bid meeting held July 30, 2019. Bid opening was on August 15th and three bids were received. Base Bid was awarded to Land Tech Enterprises, Inc. Construction work has been completed.

At their September 12, 2019 meeting, the Board of Commissioners approved the Base Bid for the Growing Greener 2016 Project Stormwater Management BMP Control Measures Roychester Park - Evergreen Park in the amount of \$174,774.00 as the lowest responsible bid. The line item for Miscellaneous Landscaping in the amount of \$5,000.00 was not utilized. Therefore, the final construction cost was \$169,774.00.

Completion and Final Project Payment. Reimbursement paperwork for the construction phase of the project will be filed once the final payment has been made to the contractor. Reimbursement for the engineering work has been submitted to PADEP. With construction work being completed, this is a routine project construction closeout of final payment.

PREVIOUS BOARD ACTIONS:

November 10, 2016 - Resolution No. 16-031 was approved by the Board of Commissioners approving the execution of the Growing Greener Grant Agreement.

August 8, 2019 - Single bid received on the project and was rejected by the BOC.

September 12, 2019 - BOC awarded Base Bid to Land Tech Enterprises, Inc.

RECOMMENDED BOARD ACTION:

Consider a motion to approve final payment in the amount of \$16,997.46 to Land-Tech Enterprises, Inc. for completion and final project payment from account #06-07-302-5305.

Unfinished Business



PUBLIC WORKS COMMITTEE

AGENDA ITEM

January 29, 2020

DATE

Public Works

DEPARTMENT

PW-01-021320

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Act 537 Special Study Supplement - Cheltenham Township's Sanitary Sewer Collection System Sale to AQUA Pennsylvania, Inc.

EXECUTIVE SUMMARY:

The Board of Commissioners to review and comment on the Act 537 Special Study Supplement for Cheltenham Township's Sanitary Sewer Collection System Sale and consider adopting Resolution No. 20-006 for an Official Sewage Facilities Plan. Cheltenham Township is selling their Sanitary Sewer System to AQUA PA.

PREVIOUS BOARD ACTIONS:

Planning Commission recommended approval of the revision to the ACT 537 Plan at their regularly scheduled meeting on December 18, 2019.

RECOMMENDED BOARD ACTION:

Presentation on Cheltenham Township's Sanitary Sewer Collection System Act 537 Special Study Supplement by Susanne Lockhart and consideration of Resolution # 20-006, Township of Abington Act 537 Plan Revision.

RESOLUTION NO. 20-006
FOR PLAN REVISION

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act" as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, required the municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHEREAS, Cheltenham Township has prepared a "Act 537 Special Study for the Cheltenham Township Sanitary Sewer System" dated May 2019, which provides for sewage facilities serving a portion of ABINGTON TOWNSHIP; and

WHEREAS, the plan supplement was developed to address the Department's planning requirements for the sale of a public wastewater collection system, the Cheltenham Township Sanitary Sewer System (CTSSS) to a private entity, Aqua Pennsylvania, Inc. Topics covered include previous wastewater planning, written description of the existing assets being sold in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation, a description of the legal and administrative activities leading to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets and,

WHEREAS, ABINGTON TOWNSHIP finds that the Special Study described above conforms to applicable zoning, subdivision, other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS of ABINGTON TOWNSHIP, hereby adopt and submit to the Department for its approval as a revision to the "Official Plan" of the municipality, the above referenced Special Study. The municipality hereby assures the Department of the complete and timely implementation of the said study as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

I, RICHARD J. MANFREDI, Secretary, of ABINGTON TOWNSHIP, the Township Board of Commissioners hereby certify that the foregoing is a true copy of the Township's Resolution No. 20-006, adopted this 12th day of March, 2020.

AUTHORIZED SIGNATURE

TOWNSHIP OF ABINGTON

RICHARD J. MANFREDI,
TOWNSHIP MANAGER & SECRETARY

BY:

JOHN L. SPIEGELMAN, PRESIDENT
BOARD OF COMMISSIONERS



PLANNING COMMISSION RECOMMENDATION FORM

APPLICANT INFORMATION:

PC Agenda 1
Application Number

December 18, 2019
Date

Township of Abington, ACT 537 – Sale of Cheltenham’s Sanitary Sewer System
Name

1176 Old York Road, Abington, Pa. 19001
Full Address:

Overview: The Planning Commission is tasked with providing comment and a recommendation on the revision to the ACT 537 Plan pertaining to the sale of Cheltenham Township’s Sanitary Sewer System.

Requested Waivers:

No waivers requested or required.

PLANNING COMMISSION COMMENTS AND RECOMMENDATIONS:

The Planning Commission recommends approval of the revision to the ACT 537 Plan.

Comments and/or Conditions:

The comments contained within Mr. Wrigley’s memo to Mr. Manfredi be included in the review comments forwarded to PADEP.

<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	VOTE: 7 OF 7
Signature: <u><i>Mark A. ...</i></u>		Date: <u>12/18/19</u>



TOWNSHIP OF ABINGTON

Wastewater Department

To: Richard J. Manfredi, Township Manager
From: George Wrigley, Director
Date: November 21, 2019
Subject: Act 537 Special Study - Cheltenham Township Asset Sale -review

Project: Aqua Pa purchase of the sanitary sewer system from Cheltenham Township
Project Address: Cheltenham Township
Applicant's consultant: Brown & Caldwell

I reviewed the document titled "Act 537 Special Study - Cheltenham Township Asset Sale" dated October 8, 2019 as it relates to the Township of Abington. The text in the study that speaks to the various Abington related aspects of the sanitary sewer system(s) that discharge into the Cheltenham Township sanitary sewer system for conveyance to Philadelphia Water Department was described satisfactorily. The comment I have relates to Figure 2-2 "Sewer Service Area (Source Act 537, 2014)": A portion of the sewer service area associated with our Cardinal Pump Station (located on Township Line Road between Meetinghouse Road and Cardinal Road) is not included in the Cheltenham Township Sewer Service Area. The Cardinal Pump Station was constructed in 1967 to divert sanitary sewer flows away from Cheltenham Township to the Philadelphia Water Department collection system. Figure 2-2 should be revised to exclude the Cardinal Pump Station drainage area (Gordon Road, Lenox Road, Cardinal Road, Squirrel Road, Sparrow Road, Woodpecker Road, Westbury Road, Wellington Terrace, Sunset Avenue, Meetinghouse Road - Township Line Road to Jenkintown Road and Old York Road - Township Line Road to Wyncote Avenue) See attached Figure 1.

ABINGTON TOWNSHIP, MONTGOMERY COUNTY
 CARDINAL PUMP STATION DRAINAGE AREA

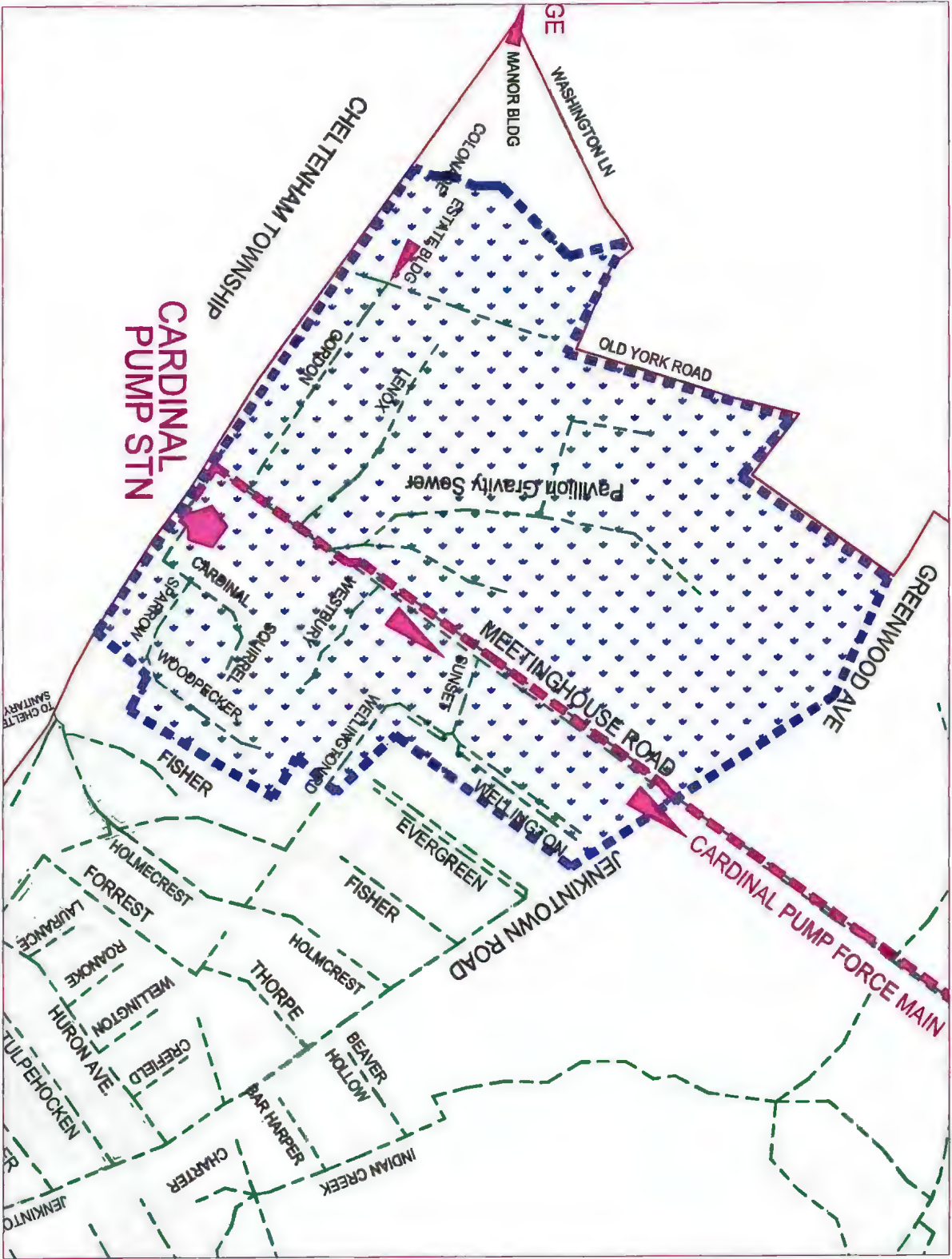


FIGURE 1

Two Radnor Corporate Center
100 Matsonford Road, Ste 250
Radnor, PA 19087

T: 484.253.4700



October 25, 2019

Mr. Richard Manfredi
Township Manager
Township of Abington
1176 Old York Road
Abington, PA 19001

[152075]

Subject: Act 537 Special Study Supplement for Cheltenham Township Sanitary Sewer
Collection System Sale

Dear Mr. Manfredi:

On behalf of Cheltenham Township, we are transmitting a hard copy of the Act 537 Special Study Supplement for the sale of the Cheltenham Township Sanitary Sewer Collection System for review and comment by your municipal planning commission and Board of Supervisors. In accordance with PA Code Title 25 Chapter 71 §71.31 (b), please provide any comments to us within 45 days of this letter but no later than December 13, 2019. If there are no comments, please provide a letter stating that the document was reviewed and there are not comments.

In accordance with PA Code Title 25 Chapter 71 §71.31(c), a 30-day public comment period for the plan is required. We anticipate this comment period starting on October 26, 2019. Cheltenham Township will place an advertisement in accordance with PA Code Title 25 Chapter 71 §71.31(c), in the appropriate local newspaper. A copy of the publication language is included in the Special Study document. Please forward any comments received from the public to this office. If no comments are received, a letter stating such must be provided.

We have also attached a sample resolution for your use at the time when the final plan is ready to be adopted by your municipality after the comment period closes on November 26, 2019. In addition to the letter above, please forward a copy of the adopted resolution to me at the email below.

In summary, please provide the following documents upon the closure of the comment period:

1. Letter from Abington Township's Planning Commission regarding approval or comments
2. Letter from Abington Township's Board of Supervisors regarding approval or comments
3. Resolution of Adoption with Township's seal

If you have any questions or need additional information, please do not hesitate to contact me either via phone at (484)223-7308 or email: Slockhart@brwncaid.com.

Mr. Richard Manfredi
Township of Abington
October 25, 2019

Page 2

Very truly yours,

Brown and Caldwell

A handwritten signature in black ink that reads "Susanne Lockhart". The signature is written in a cursive, flowing style.

Susanne Lockhart, P.E.
Project Manager

cc: Bryan Havir, Township Manager/Cheltenham Township
Mark Bubel/Aqua PA
Fred Gerloff/Aqua PA

NOTICE

PUBLIC NOTICE is hereby given that Cheltenham Township, Montgomery County, is preparing an Act 537 Plan Special Study for the Sale of the Cheltenham Township Sanitary Sewer System (CTSSS) to Aqua Pennsylvania, Inc. The assets being acquired consist of the collection system also serving Abington Township and the Borough of Jenkintown.

The Act 537 Plan Special Study for the CTSSS was developed to address the planning requirements necessary for the sale of a public wastewater collection system to a private entity as determined by the Pennsylvania Department of Environmental Protection (PADEP). Topics covered include previous wastewater planning, written description of the existing assets being sold in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities leading to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets.

Upon publication of this notice, a 30-day review and comment period is in effect. The plan is available for review at the respective Township/Borough administration building during normal business hours or on the Cheltenham Township website, www.cheltenhamtownship.org. Interested parties can direct written comments to your respective municipalities as follows:

Richard Manfredi, Manager
Abington Township
1176 Old York Road
Abington, PA 19001

Bryan T. Havir, Township Manager
Cheltenham Township
8230 Old York Road
Elkins Park, PA 19027

George Locke, Borough Manager
Borough of Jenkintown
700 Summit Avenue
Jenkintown, PA 19046

CHELtenham TOWNSHIP
BOARD OF COMMISSIONERS

Bryan T. Havir
Township Manager

PUBLISH: TIMES HERALD, IX
Saturday, October 26, 2019
P.O. #50018

Act 537 Special Study
Cheltenham Township Asset Sale

Prepared for
Cheltenham Township, Pennsylvania
October 8, 2019

Act 537 Special Study Cheltenham Township Asset Sale

Prepared for
Cheltenham Township, Pennsylvania

October 8, 2019



Two Radnor Corporate Center
100 Matsonford Road, Suite 250
Radnor, Pennsylvania 19087

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Figure 2-1. System Service Area



List of Abbreviations

APA	Asset Purchase Agreement
Aqua	Aqua Pennsylvania Wastewater, Inc.
CAP	Corrective Action Plan
CMP	Connection Management Plan
FOG	Fats, Oils and Grease Ordinance
GIS	Geographic Information System
I&I	Infiltration and Inflow
NEWPCP	Northeast Water Pollution Control Plant
PADEP	Pennsylvania Department of Environmental Protection
PWD	Philadelphia Water Department
RFQ	Requests for Qualifications
SALDO	Subdivision and Land Development Ordinance
SSO	Sanitary Sewer Overflows
System	Sanitary Sewer Collection System
Township	Cheltenham Township
WWTP	Wastewater Treatment Plant

Section 1

Introduction

The purpose of this Act 537 Special Study is to provide documentation requested by the Pennsylvania Department of Environmental Protection (PADEP) in connection with the sale of sanitary sewer facilities within Cheltenham Township (Township) to Aqua Pennsylvania Wastewater, Inc. (Aqua). Facilities included in this sale are:

- All the assets of the Cheltenham Township Sanitary Sewer Collection System (System)

The Township initiated the sale of the System to relieve the Township constituents of looming financial expenditures related to anticipated required capital improvements and maintenance of the System. PADEP has imposed multiple Corrective Action Plans (CAP) on the Township since 2006 to require mitigation of infiltration and inflow through capital projects involving inspection, assessment, replacement and rehabilitation of the sanitary sewer collection system. The most recent CAP was instituted in 2017 and is currently in effect. A Connection Management Plan (CMP) was implemented since 2005 and has been in effect, subject to revisions, since that time. Additionally, without the financial and technical burdens of focusing on System issues, Township staff can focus on other important initiatives for the benefit of Township residents.

1.1 Facilities Description

The Township is located in Montgomery County, to the North and West of the City of Philadelphia. The Township is bordered to the south and east by the City of Philadelphia, to the north by Abington Township and Jenkintown Borough and to the west by Springfield Township. The System is comprised of approximately 120 miles of collection system piping serving the following areas:

- Borough of Jenkintown
- Portion of the Township of Springfield
- Portion of the Township of Abington
- Portions of the City of Philadelphia

The majority of wastewater from these areas is conveyed to the Philadelphia Water Department's (PWD's) Northeast Water Pollution Control Plant (NEWPCP) for treatment and disposal. Wastewater from a small portion of the Township is treated at the Abington Township Wastewater Treatment Plant (WWTP).

1.2 Purchase Price

The Asset Purchase Agreement (APA) is included in Appendix A. The purchase price of the System is \$50,250,000. Anticipated costs for implementing the proposed acquisition include the following:

1. Development of a Geographic Information System (GIS) Capacity Tool for evaluating future planning modules and hydraulic capacity in the System.
2. Management of capital projects currently underway that are related to conformance with the CAP.

1.3 Schedule of Implementation

The anticipated schedule for sale of the System is summarized below:

- May 5, 2017 - Requests for Qualifications (RFQ) sent out to distribution list
- RFQ responses received on June 9, 2017 and bidders qualified by late June 2017
- February 2, 2018 - Request for Bids issued
- March 23, 2018 - Bids received
- Public Meetings held: April 19, May 1, May 2, 2018 and May 16, 2018
- May 16, 2018 - Bid Awarded
- Vote on ordinance approving the sale of the System by the Township Board of Commissioners: May 16, 2018
- Sale close - anticipated in 4th quarter 2019

1.4 Compliance and Wasteload

The System has been the subject of regulatory violations over the past 19 years related to sanitary sewer overflows (SSO) and infiltration and inflow (I&I). The PADEP imposed an initial CAP in 2006. A revised CAP was developed in 2010 that established an implementation plan for meeting the Township's goals within the context of the revised CAP. Despite the Township and contributing communities' efforts to reduce wet-weather impacts on the System, SSOs and I&I issues remained, and a new CAP was executed in February 2017. The 2017 CAP requires extensive system improvements including pipe replacement and pipe rehabilitation (if necessary) implementation of a closed-circuit television inspection program to determine illegal storm water connections and identify pipe defects, and continued use of a hydraulic model in concert with flow monitoring to determine areas of elevated I&I.

Currently, the Township is responsible for meeting regulatory requirements in terms of Act 537 planning, Chapter 94 reporting, and CAP implementation. Once the System sale is complete, Aqua will be responsible for regulatory compliance including Chapter 94 reporting and CAP. Aqua will work in partnership to provide necessary data to Cheltenham Township on future Act 537 planning efforts and amendments.

1.5 Previous Wastewater Planning

Previous wastewater planning documents for the System include:

- Cheltenham Township Act 537 Plan (completed in 1972)
- Abington Township Act 537 Plan (updated in 2008)
- Jenkintown Borough Act 537 Plan (completed in 1973)
- Springfield Township Act 537 Plan (completed in 1973)
- City of Philadelphia Act 537 Plan (completed in 1993)
- Montgomery County Act 537 (completed in 1972)

Based on PADEP's consent order from 2010, additional planning was required along with other administrative matters such as:

- Sharing and metering data
- The Township evaluated several options such as replacing Interceptor A, building a sewer main parallel to Interceptor A, building a sewer main and/or force main within the City limits or building an equalization tank.

- Pay fees to the Tookany/Tacony Frankford Watershed Partnership
- Long-term capital costs
- Milestones to reduce flow in Interceptor A to below 18 cubic feet per second.

In 2014, the Township spent ± \$200,000 to develop an Act 537 Plan Update with Arro Engineering. This document was developed and submitted to PADEP but was later withdrawn at the request of PADEP during a December 17, 2014 meeting with PADEP and representatives of PWD, Abington Township and Jenkintown Borough, and Cheltenham Township. The currently applicable Act 537 Plan is the 1972 Montgomery County Act 537 Plan which also functions as the Abington Township Act 537 Plan as well. New intermunicipal agreements were developed between the following townships to update or replace existing agreements.

- 2014 - Amendment to Wastewater Services Agreement: Cheltenham Township and City of Philadelphia
- Cheltenham Township and Abington Township
- Cheltenham Township and Jenkintown Borough
- Cheltenham Township and Springfield Township

Attached is a list of previous planning projects in Cheltenham Township, the Township of Abington and the Borough of Jenkintown approved by PADEP. See Appendix B.

Section 2

Description of Assets and Service Area

2.1 Collection System Assets

The System is comprised of approximately 120 miles of sanitary sewers ranging in size from 8-inches to 42-inches in diameter. Raw sewage is then conveyed to the PWD's NEWPCP for treatment and disposal. There are two connections from the System to PWD's collection system: Interceptor A and Interceptor C. Interceptor B serves the Cedarbrook and Cheltenham Hills sections of the Township. It connects to Interceptor A along the Tookany Creek just south of Church Road. Interceptor D is located in the Melrose Park section of the Township and connects to Interceptor A along Tookany Creek Parkway near the entrance to the Melrose Country Club. Interceptor C, located in the LaMott section, connects to the PWD system at Cheltenham Avenue and Bouvier Street.

2.2 Collection System Service Area

2.2.1 Existing

Figure 2-1 provides a graphical representation of the System service area showing the piping within the Township and adjacent communities.

Limited flow from the western and northwestern areas of the Township are conveyed to the Abington Township WWTP. In addition to Township flows, the System accepts flow from Jenkintown Borough, Springfield Township, and Abington Township's Tookany Creek Drainage Basin through various interconnections as described below.

- Flow from Abington Township's Tookany Creek Drainage Basin enters the System via eight metered connections. One of the eight connections wastewater flows into the City of Philadelphia first, and then enters the System.
- Flow from Jenkintown Borough enters the System via three metered connections.
- Flow from approximately 137 parcels in Springfield Township enters the System. This is a very minor portion of the overall Township sanitary flow.
- Flow from several sanitary sewer drainage basins within the City of Philadelphia enters the System via seven connections.

The Township does not operate and/or maintain a wastewater treatment facility or lift stations. All flow from the System is treated at either the PWD NEWPCP or Abington Township's WWTP.

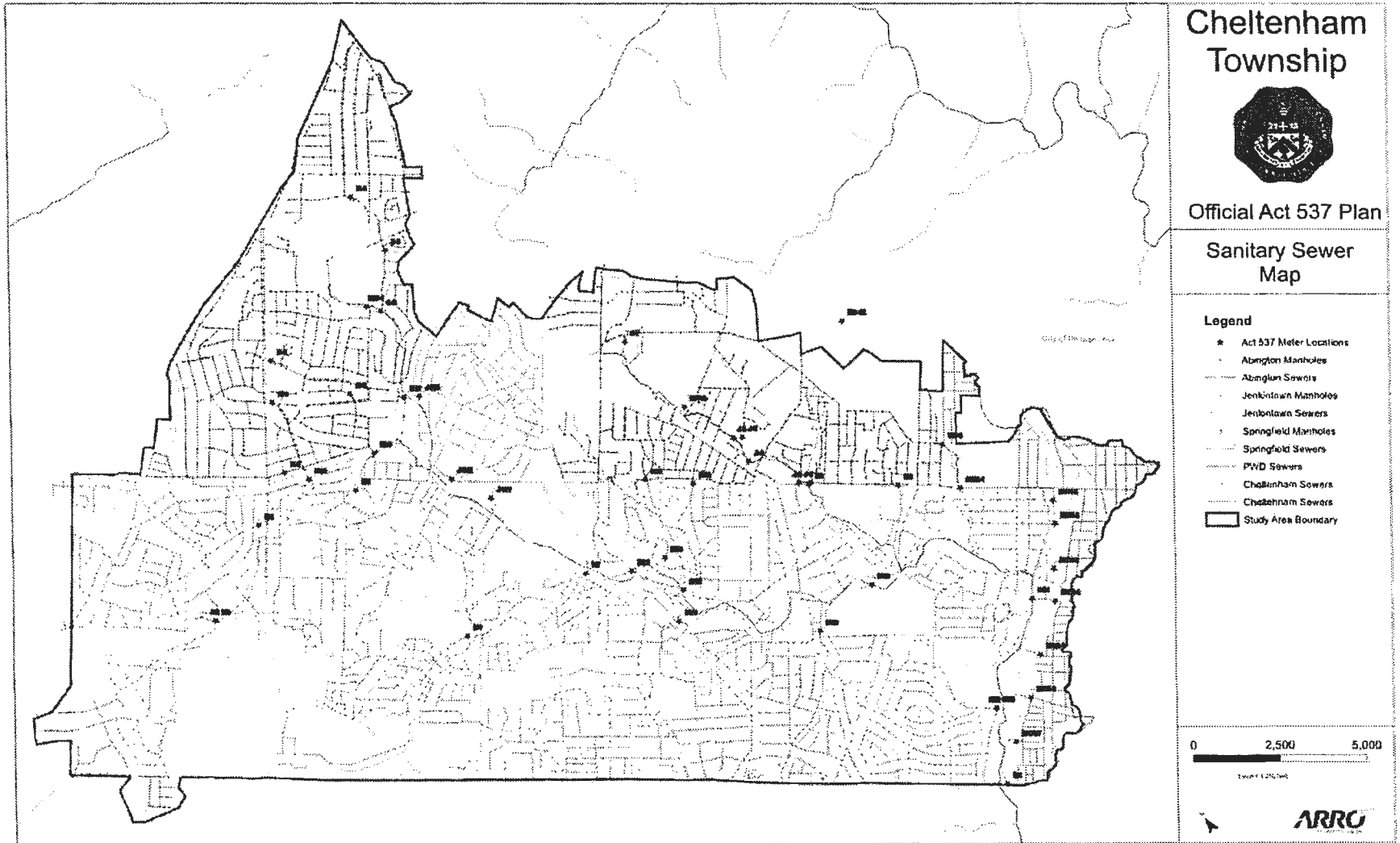


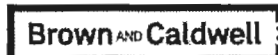
Figure 2-1. System Service Area (source: Act 537, 2014, Cheltenham Township)



2.2.2 Future Growth and Development

Once the requirements of the 2011 CMP and 2017 CAP are satisfied, the current sewer connection restrictions will be lifted, and development may proceed within the Township and the tributary municipalities provided SSOs are eliminated on a consistent basis, flow exceedances to PWD are reduced, if not eliminated and flow limits to PWD are satisfied. With future development in mind, the Township has prepared a Commercial District Enhancement Plan, adopted in 2000, to guide the economic revitalization of five commercial districts within the Township including Glenside, Elkins Park East, Elkins Park West, Cheltenham Village, and East Cheltenham Avenue. Currently, Cheltenham Township is considering adding four (4) additional commercial enhancement districts within the Township.

The Township has also adopted a Comprehensive Plan in 2005 and a Sustainability Plan in 2013 which provides overall guidance and recommendations to zoning and land development initiatives. Based on the Comprehensive Plan, the Township's Zoning Ordinance, and map were completely rewritten and adopted in 2017. Three (3) new mixed-use zoning districts were created to spur commercial development and increase the Township's tax base. The Township is currently rewriting the Subdivision and Land Development Ordinance (SALDO) and hopes to adopt it in early 2020.



Section 3

Evaluation of Alternatives

3.1 Description of Alternatives

The Township identified three different alternatives to address the financial burden of continued ownership, operation, and maintenance of the System as follows:

1. **Do Nothing.** The Township will continue to bear the cost for implementation of activities to resolve pipe defects, I&I and SSOs and conform with requirements of the 2017 CAP.
2. **Contract Operation and Maintenance of the System.** Enter into an agreement with a private company to operate and maintain the System. The Township would continue to own the System and be responsible for the capital costs as well as the cost for contract operations and maintenance.
3. **Sale of the System.** Negotiate and sell the System to a reputable entity that has experience with operation and maintenance of sewer collection systems.
4. **Create a Sewer Department.** The Township will allocate personnel and potentially hire additional engineering and operations personnel to support the operation and maintenance of the sanitary sewer system.
5. **Form an Authority.** The Township would form a separate Sewer Authority to administer, operate, and maintain the sanitary sewer system.

These alternatives have no bearing on water quality standards, effluent limitations, or other technical requirements. As previously noted, the System includes conveyance of sanitary wastewater only. No treatment of wastewater is provided.

3.2 Analysis of Alternatives

Alternative No. 1: Do Nothing

- Encumbers the Township with the burden of staff time and costs to respond to the CAP and manage projects associated with System improvements and rehabilitation.
- System improvements and rehabilitation efforts may impact local taxes and require a tax increase.
- The debt burden of the Township would increase due to the need to fund large-scale engineering and construction projects to replace or rehabilitate critical infrastructure.

Alternative No. 2: Contract Operation and Maintenance of the System

- The Township would continue as the Owner of the system (from a permitting standpoint) and would remain liable for system failures, overflows and other regulatory concerns.
- The Township would still bear the costs for system improvements, which may impact local taxes and require a tax increase based on bond borrowing and debt service needs.
- The debt burden of the Township would increase due to the need to fund large scale engineering and construction projects to replace or rehabilitate critical infrastructure.
- As the daily operation and maintenance of the System would be the responsibility of the contractor and not Township staff, there is the possibility of reallocation of Township staff to support other Township initiatives.

- Non-owner management has had mixed levels of success.

Alternative No. 3: Sale of the System

- Financial incentive in terms of local taxes and debt burden of the Township.
- May obtain qualified and reputable bidders for the purchase of the System through the qualification and bidding process.
- Relieves the Township of the ongoing cost burden of System operation and maintenance.
- Township staff can be re-allocated to support other needed Township initiatives.
- Ownership by an established, regulated utility can lead to more cost-effective approaches to maintain and upgrade the system.
- Provide other resources not at the disposal of the Township to address PWD and PADEP regulatory requirements to address I & I.

Alternative No. 4: Create a Sewer Department

- The Township would create and staff a separate Sewer Department comprised of administrative, engineering and operations staff to operate and maintain the sanitary sewer system. This alternative continues to encumber the Township with the burden of staff time and costs to respond to the CAP and manage projects associated with System improvements and rehabilitation.
- System improvements and rehabilitation efforts may impact local taxes and require a tax increase.
- The debt burden of the Township would increase due to the need to fund large-scale engineering and construction projects to replace or rehabilitate critical infrastructure.

Alternative No. 5: Create an Authority

- The Township would create and staff a Sewer Authority that is comprised of administrative, engineering and operations staff to operate and maintain the sanitary sewer system.
- The Authority would be encumbered with the burden of staff time and costs to respond to the CAP and manage projects associated with System improvements and rehabilitation. While the Township would be relieved of this burden, the constituents would simply be paying fees to a new entity, a sewer authority, instead of the Township.
- System improvements and rehabilitation efforts may impact local taxes and require a tax increase.
- The Authority would need to leverage financial resources to fund large-scale engineering and construction projects, as needed, to replace or rehabilitate critical infrastructure.

3.3 Selected Alternative

Ultimately, after more than 20 public meetings with constituents, the Township decided to select Alternative No. 3 and sell the System due to the advantages listed above. The APA was approved on June 25, 2018 and the sale of the System is anticipated to close in November 2019.

Section 4

Institutional Evaluation

4.1 Ownership Authority

Based on the Township engineer's research, the Cheltenham Abington Sewerage Authority has owned, operated and maintained the System since it was first permitted by the Commonwealth of Pennsylvania in 1924 until ownership of the sanitary sewer system was transferred to Cheltenham Township in 1968. Over time, the infrastructure needs have increased and the forecasted capital expenditures necessary to meet PADEP regulatory and PWD wastewater service agreement requirements will be burdensome to the Township and its constituents with impacts on local taxes and municipal debt. In addition, the wastewater service agreement with PWD accounts for approximately 85% of the operating expenses for the System. Due to these and other related factors, Cheltenham Township decided to proceed with sale of the System.

4.2 Sewage Management Program

The awarded bidder, Aqua, has a proven record for successful ownership, operation and maintenance of sanitary sewer systems. Aqua understands and supports the CAP and CMP and will work with Cheltenham and PADEP to continue corrective actions to rehabilitate the System.

4.3 Enforcement

The sale of the System assets does not diminish the need for continued enforcement of existing codes, ordinances, and policies by a variety of communities/authorities including the Township, Montgomery County Department of Health, Montgomery County Planning Commission, PADEP, and others.

With the sale of the System, Aqua will be fully responsible for regulatory activities including annual Chapter 94 reporting, industrial permitting and sanitary sewer overflow notifications. The Township and tributary municipalities, through the code enforcement staff, will continue to enforce building and plumbing codes (new and existing facilities/dwellings), and other related enforcement activities including

- Fats, Oils and Grease Ordinance (FOG) Grease traps
- Illicit connections (flowing floor drains, sump pumps, storm water, etc.)
- Cross connections

With the careful consideration of the best interests for Township constituents, the Township will be completing the sale of the System to Aqua in November 2019. Aqua is financially stable and is well-known regionally for providing a high standard of operation and maintenance, and the ability to support local growth.

Section 5

References

Exhibit W, Testimony of Daniel B. Norris, President, Cheltenham Township Board of Commissioners, Statement No. 3 for Public Utilities Commission Application.

Arro Engineering, October 2014, Act 537 Official Sewage Facilities Plan Update for Cheltenham Township.

Pennsylvania Department of Environmental Protection (PA DEP), 1999. Draft Sewerage Pump Station Guidance.

Appendix A: Asset Purchase Agreement



Execution Copy

ASSET PURCHASE AGREEMENT

By and Between

Township of Cheltenham, Montgomery County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of June 25, 2018

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Schedule 11.01(a)	Other Approvals

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of June 25 2018 (the "Effective Date"), is made and entered into by and between TOWNSHIP OF CHELTENHAM, Montgomery County, a body corporate and politic, duly organized and existing under the laws of the Commonwealth of Pennsylvania (the "Seller"), and AQUA PENNSYLVANIA WASTEWATER, INC. (the "Buyer"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, Seller, acting by and through the Board of Commissioners of the Township of Cheltenham, Montgomery County (the "Township Board") owns and operates a sanitary wastewater collection system (the "System") that provides sanitary wastewater service to various customers in the Township of Cheltenham, Pennsylvania, and wastewater conveyance service to the Township of Abington, Montgomery County, Pennsylvania, and the Borough of Jenkintown, Montgomery County, Pennsylvania (the "Service Area") and directs such wastewater to the Philadelphia Water Department; and

WHEREAS, Buyer is a regulated public utility that furnishes wastewater service to the public in the Commonwealth of Pennsylvania; and

WHEREAS, Buyer, in reliance upon the representations, warranties and covenants of Seller herein, desires to purchase and acquire from Seller, and Seller, in reliance upon the representations, warranties and covenants of Buyer herein, desires to sell, transfer and convey to Buyer all of the assets of the System (other than the Excluded Assets), and in connection therewith, Buyer has agreed to assume certain ongoing obligations and liabilities of Seller related to such acquired assets, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants, and agreements herein contained, the receipt and sufficiency of which hereby are acknowledged, intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified herein), shall have the meanings set forth in this Article I:

"**Acquired Assets**" has the meaning specified in Section 2.01.

"**Affiliate**" means, when used to indicate a relationship with a specified Person, a Person that, directly or indirectly, through one or more intermediaries, has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or

cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

"**Agreement**" has the meaning ascribed thereto in the recitals to this Agreement (and includes all Schedules and Exhibits referred to herein), as amended, modified and supplemented from time to time in accordance with the terms hereof.

"**Allocation Schedule**" has the meaning specified in Section 3.03.

"**Assigned Contracts**" has the meaning specified in Section 2.01(c).

"**Assignment and Assumption Agreement**" has the meaning specified in Section 13.02(c).

"**Assumed Liabilities**" has the meaning specified in Section 2.04(a).

"**Authorizations and Permits**" mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, adjudications, variances, waivers and approvals currently in effect issued or granted by Governmental Authorities, including without limitation, environmental permits, operating permits and approvals that are held by Seller that primarily relate directly or indirectly to the operation of the System, including those described in Schedule 4.12.

"**Business Day**" means any day that is neither a Saturday, Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

"**Buyer**" has the meaning specified in the Preamble of this Agreement.

"**Buyer Fundamental Representations**" has the meaning specified in Section 8.01.

"**Buyer Indemnified Persons**" has the meaning specified in Section 8.02.

"**CERCLA**" means the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended.

"**Closing**" means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions contemplated hereby, all in accordance with the terms and conditions of this Agreement and as provided for in Article XIII.

"**Closing Date**" has the meaning specified in Section 13.01.

"**Closing Effective Time**" has the meaning specified in Section 13.01.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Confidential Information**" means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement; provided, however, that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party, (b) is obtained by the receiving Party from a source other than the disclosing Party, provided that such source was not bound by a duty of confidentiality to the disclosing Party with respect to such information, or (c) is legally in the public domain.

"**Corrective Action Plan**" means the Corrective Action Plan (Inflow and Infiltration Remediation) dated February 2017 submitted by the Township together with the approval letter from PaDEP dated April 17, 2017.

"**Easements**" means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for and over the real property of third parties that are necessary for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto).

"**EDU**" means equivalent dwelling unit.

"**Effective Date**" has the meaning specified in the Preamble.

"**Environment**" means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

"**Environmental Claims**" means all notices of investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third party claims, or other claims asserting violations of Environmental Requirements or responsibility for Environmental Liabilities.

"**Environmental Conditions**" means the Release of Hazardous Materials or the presence of Hazardous Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Hazardous Materials in locations and at concentrations that are naturally occurring.

"**Environmental Liabilities**" means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred,

was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Hazardous Materials; and (g) the presence or Release of any Hazardous Materials.

"Environmental Requirements" mean all present Laws (including common law), regulations, legally binding or otherwise enforceable requirements and Authorizations and Permits relating to human health, pollution, or protection of the Environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) those relating to emissions, discharges, Releases, or threatened Releases of Hazardous Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Hazardous Materials. Without limiting the foregoing, the term **"Environmental Requirements"** includes (1) CERCLA; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Sections 11001-11050; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992k ("RCRA"); the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j-26; the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101-5127; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387; the Oil Pollution Act of 1990, 33 U.S.C. Sections 2701--2761; the Clean Air Act, 42 U.S.C. Sections 7401-7671q; the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq.; the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. Section 2021b et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651-678, and the regulations promulgated pursuant to the above-listed federal statutes, and (2) counterpart Laws and regulations promulgated or issued by any state or local Governmental Authority, specifically including the Pennsylvania Storage Tank and Spill Prevention Act of 1989 (35 Pa. C.S.A. § 6021.101 *et. seq.*).

"EPA" means the United States Environmental Protection Agency, or a successor Governmental Authority with substantially similar power and authority thereto.

"Equipment and Machinery" means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment, and vehicles owned or leased by Seller (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and Seller of any such item, and (iii) any related claims, credits, and rights of recovery with respect thereto, as listed in Schedule 4.10. Notwithstanding the foregoing, "Equipment and Machinery" shall not include any Excluded Assets.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" has the meaning specified in Section 2.02.

"**Excluded Liability**" or "**Excluded Liabilities**" means, notwithstanding any provision in this Agreement to the contrary, those obligations or liabilities related to any of the Excluded Assets.

"**Files and Records**" means all files and records of Seller primarily relating to the System, whether in hard copy, digital, or magnetic or other format including customer and supplier records, customer lists (both current and prospective), records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, and computer software, whether stored on-site or off-site.

"**Final Order**" means a Governmental Approval by a Governmental Authority as to which (a) no request for stay of the action is pending, no such stay is in effect and if any time period is permitted by statute or regulation for filing any request for such stay, such time period has passed, (b) no petition for rehearing or reconsideration of the action is pending and the time for filing any such petition has passed, (c) such Governmental Authority does not have action under consideration on its own motion and (d) no appeal to a court or administrative tribunal or a request for stay by a court or administrative tribunal of the Government Authority's action is pending or in effect and the deadline for filing any such appeal or request for stay has passed. If (i) the only appeals, petitions for review, and petitions for reconsideration pending were filed by a third party or parties not acting at the direction of Buyer or Seller, and (ii) the appeals or petitions do not challenge the PaPUC's approval of the transaction as being in the public interest and no preliminary injunction has been issued, a Governmental Approval shall be deemed to be a Final Order for the purposes of this Agreement.

"**Governmental Approval**" means any consent, approval, authorization, notice, filing, registration, submission, reporting, order, adjudication or similar item of, to or with any Governmental Authority.

"**Governmental Authority**" or "**Governmental Authorities**" means any court, department, commission, board, bureau, municipality, municipal authority (established pursuant to the Municipal Authorities Act of the Commonwealth of Pennsylvania), agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the PaPUC, the EPA, PaDEP and the Township Board.

"**Hazardous Materials**" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

"**Indemnified Party**" means any Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, entitled to indemnification pursuant to Article VIII.

"Indemnifying Party" means a Party which is obligated to indemnify the Buyer Indemnified Persons or the Seller Indemnified Persons, as applicable, pursuant to Article VIII.

"Knowledge" means either (i) the actual knowledge of a Representative of Buyer and the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his or her duties for Buyer or (ii) the actual knowledge of the Township Board and the Township Senior Staff, and, in the case of the Township Senior Staff, the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his or her duties for Seller, as applicable based on the context in which the term is used.

"Land Development Agreement / Financial Security Agreement" means any agreement between Seller and an applicant for subdivision and/or land development approval pursuant to the Pennsylvania Municipalities Planning Code, pursuant to which applicant is required to construct public improvements and required to post financial security, for the benefit of Seller, to secure applicant's obligations under such agreement.

"Law" means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

"Liability Cap" has the meaning specified in Section 8.05(c).

"Lien" means any lien in a fixed and ascertainable monetary sum, or any pledge, mortgage, deed of trust or security interest securing a fixed and ascertainable monetary sum, or any charge or claim in a fixed and ascertainable monetary sum. In addition, in connection with Real Property, any item otherwise falling within the definition of a "Lien" must be filed of record by the responsible Party in accordance with the terms of this Agreement.

"Loss" means any and all losses, liabilities, obligations, damages, penalties, interest, Taxes, claims, actions, demands, causes of action, judgments, reasonable attorneys', consultants' and other professional fees, and all other reasonable costs and expenses sustained or incurred in investigating, preparing or defending or otherwise incident to any such claim, action, demand, cause of action or judgment or the enforcement of a Party's rights under Article VIII; *provided, however, that "Losses" shall not include punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party in respect of a Third Party Claim.*

"Material Adverse Effect," means any result, occurrence, fact, change, event or effect that has a materially adverse effect on the business, financial condition or results of operations of the System; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii)

financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which Buyer has Knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; and (vi) negligence, intentional misconduct or bad faith of Buyer or its Representatives.

"Missing Easements" means, as of any particular date, each material Easement that is for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto) that either (a) has not been obtained by Seller prior such date or (b) if such Easement has been obtained by Seller prior such date, such Easement is unrecorded or such Easement is not sufficient to operate the System as currently conducted.

"MS4 System" or **"Municipal Separate Storm Sewer System"** means the current and any future assets and facilities, built, operated or maintained, or real property ("**MS4 System Real Property**") and Stormwater System Assets owned by Seller and used for the purpose of capturing, conveying and discharging stormwater separate from the System.

"Outside Date" means 365 days after the filing of the application for approval with the PaPUC.

"Outstanding Indebtedness" means the outstanding indebtedness of Seller set forth on Schedule 7.07.

"PaDEP" means the Pennsylvania Department of Environmental Protection, or any successor Governmental Authority with substantially similar powers thereto.

"PaPUC" means the Pennsylvania Public Utility Commission, or any successor Governmental Authority with substantially similar powers thereto.

"Party" means Buyer or Seller and the term "Parties" means collectively Buyer and Seller.

"PCB Equipment" means PCB equipment as defined in 40 C.F.R. Part 761.

"Pending Development Plan" means any subdivision or land development plan that has been submitted to Seller for approval pursuant to the Pennsylvania Municipal Planning Code.

"Permitted Liens" means (a) the Liens, security interests, encumbrances and pledges of revenues on the Outstanding Indebtedness assumed by Buyer at Closing pursuant to Sections 3.01(a)(ii) and 7.07; (b) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (c) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property as disclosed on Schedule 4.09; (d) other than with respect to Real Property owned by Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business;

and (e) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect.

"Person" means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

Personnel means the employees of Seller.

"Purchase Price" has the meaning specified in Section 3.01.

"Real Property" has the meaning specified in Section 4.09.

"Regulated Asbestos Containing Material" means regulated asbestos containing material as defined by 40 C.F.R. § 61.141.

"Release" means any actual or threatened spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, or release or migration of Hazardous Materials into the Environment, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

"Remedial Action" means any and all actions to (a) investigate, clean up, remediate, remove, treat, contain or in any other way address any Hazardous Materials in the Environment, (b) prevent the Release or threat of Release or minimize the further Release of any Hazardous Materials so it does not migrate or endanger public health or welfare or the indoor or outdoor Environment, and (c) perform pre-remedial studies and investigations and post-remedial monitoring, maintenance and care. The term **"Remedial Action"** includes any action which constitutes (i) a "removal", "remedial action" or "response" as defined by Section 101 of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25); (ii) a "corrective action" as defined in RCRA, 42 U.S.C. § 6901 et seq.; or (iii) a "response" or "interim response" as defined in the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.103.

"Representative" means, with respect to any Person, any director, officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its "Representative."

"Schedules" means the disclosure schedules delivered by Seller and Buyer, respectively, concurrently with the execution and delivery of this Agreement, and as may be supplemented and updated pursuant to Sections 9.03 and 10.04. Any disclosure set forth on any particular Schedule shall be deemed disclosure in reference to all Schedules comprising the Schedules to which such disclosure is clearly applicable.

"Seller" has the meaning specified in the Preamble of this Agreement.

"Seller Fundamental Representations" has the meaning specified in Section 8.01.

"Seller Indemnified Persons" has the meaning specified in Section 8.03.

"Seller NPDES Permits" means the National Pollutant Discharge Elimination System Permits/Water Quality Management Permits set forth on Schedule 4.14, each issued by PaDEP to Seller with respect to the System, including any revisions or amendments thereto. This definition shall not include any NPDES permit issued and related to the Stormwater System Assets.

"Seller's Plans" have the meaning specified in Section 4.11.

"Service Area" has the meaning set forth in the recitals to this Agreement.

"Stormwater System Assets" means all assets owned by Seller, and used exclusively in the operation or maintenance of the MS4 System, including (i) drains, pipes and collection basins and all other stormwater drainage assets used exclusively for stormwater collection, conveyance and discharge; (ii) catch basins, inlets, pipes and all other stormwater lateral facilities (the **"Stormwater Lateral Facilities"**) that connect surface stormwater drains to storm conveyances which discharge to surface waters; (iii) interest in real estate directly associated with (i) and (ii); and (iv) any related NPDES permits.

"Supplies" means all lubricants, spare parts, fuel, chemicals, raw materials, and other supplies and inventory, and all rights to warranties received from suppliers with respect to the foregoing, and related claims, credits, and rights of recovery with respect thereto.

"System" has the meaning specified in the recitals to this Agreement and shall include the Acquired Assets and exclude the Excluded Assets.

"Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

"Threshold Amount" has the meaning specified in Section 8.05(a).

"Title Commitment" has the meaning specified in Section 6.01.

"Title Company" has the meaning specified in Section 6.01.

"Title Policy" has the meaning specified in Section 2.03.

"Township Board" the meaning specified in the Preamble of this Agreement.

“Township Senior Staff” means the Township Manager, Assistant Township Manager, Director of Fiscal Affairs, Director of Human Resources, Superintendent of Public Works, Sewer Superintendent, and the Township Engineer.

"UCC Search" has the meaning specified in Section 6.04.

"Unscheduled Real Property" has the meaning specified in Section 6.06.

“Utility Valuation Expert” means an expert that has applied and has been approved by the PaPUC and is currently, at the time of this agreement, on the list of approved appraisers maintained by the PaPUC.

ARTICLE II.

TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. **Purchase and Sale of Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at Closing, Buyer shall purchase from Seller and Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all Liens except for Permitted Liens, all of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of Seller), including any of the foregoing in which Seller is entitled to acquire rights in the future pursuant to Pending Development Plans (other than the rights of Seller pursuant to Section 2.02(d)) or development plans approved pursuant to this Agreement, but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests, Easements, rights of way, property rights and privileges owned, licensed or leased by Seller including the Real Property, leases or licenses or other arrangements by or between Seller and third Persons of the Real Property or other Acquired Assets and fixtures;

(b) all sanitary wastewater related pumping and conveyance facilities, including but not limited to all pipes, pumping stations, hoists, generators, manholes and pipelines and any billing and collections related assets necessary to run the System;

(c) all contracts, licenses, and leases to which Seller is a party, including without limitation, all construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant agreements, and agreements relating to vehicles and other items of personal property as set forth on Schedule 4.15 (the "Assigned Contracts");

(d) all Supplies;

(e) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment;

(f) all expenses prepaid by Seller and security deposits paid by Seller;

(g) all Files and Records;

(h) all Authorizations and Permits of or held by Seller (to the extent transferrable to Buyer under applicable Law), including all Authorizations and Permits which are environmental permits, Seller's NPDES Permits other than those NPDES permits that relate to the Stormwater

System Assets, other operating permits and those items listed or described on Schedule 4.12 hereto; and

- (i) all goodwill of the System.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY REPRESENTATION AS TO THE PHYSICAL CONDITION OR VALUE OF ANY OF THE ACQUIRED ASSETS OR THE SYSTEM, OR THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE ACQUIRED ASSETS OR THE SYSTEM OR ANY FUTURE RATEMAKING THAT MAY BE ALLOWED BY THE PAPUC FOR ANY OF THE ACQUIRED ASSETS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. NOTWITHSTANDING THE FOREGOING, SELLER IS NOT AWARE OF ANY MATERIAL DEFECT IN THE PERFORMANCE OR OPERATION OF THE PHYSICAL ASSETS CONSTITUTING THE SYSTEM.

Section 2.02. Excluded Assets. Notwithstanding anything herein to the contrary, the Acquired Assets shall not include the following (the "Excluded Assets"):

- (a) the Stormwater System Assets, including any related NPDES permits;
- (b) all contracts, licenses and leases that are not Assigned Contracts;
- (c) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization of Seller;
- (d) cash and cash equivalents, including (i) accounts receivable and amounts earned by Seller but not yet billed attributable to services rendered by Seller as of or prior to the Closing Date and (ii) EDU fees owed to Seller at or prior to the Closing Date for any Pending Development Plan but not yet paid to Seller;
- (e) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;
- (f) all rights to any outstanding lien related to non-payment by a System customer existing at or prior to the Closing Date and all actions, suits or claims of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;
- (g) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;
- (h) the assets, properties and rights specifically set forth on Schedule 2.02(h);
- (i) the MS4 System Real Property; and
- (j) the rights which accrue or will accrue to Seller under this Agreement and any related agreement, exhibit or schedule.

Section 2.03. **Sale Free of Liens.** After Buyer fulfills its obligations pursuant to Section 3.01(a), the Acquired Assets to be sold, conveyed, transferred, assigned and delivered by Seller to Buyer, as herein provided, shall be on the Closing Date, free and clear of all Liens other than Permitted Liens and the revenues of the System shall be free and clear of any lien of a trustee for the benefit of the holders of any of the Outstanding Indebtedness except for any Outstanding Indebtedness assumed by Buyer. Such Acquired Assets shall be conveyed by appropriate special warranty or other deed (subject to Section 6.02(c) below), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable, good faith discretion. With respect to the Real Property, at Closing title to the same shall be insured by the Title Company, at the Title Company's filed rates, as a good and marketable title, free and clear of all Liens and exceptions to coverage, except for the Permitted Liens, pursuant to an owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006, subject to the terms of Section 6.02 below (the "Title Policy").

Section 2.04. **Assumption of Liabilities.**

(a) On the terms and conditions set forth in this Agreement and excluding the Excluded Liabilities, Buyer shall assume and agrees to pay, perform and discharge when due any and all liabilities and obligations of Seller (1) arising under Seller's NPDES Permits (arising from, related to, or based on events or circumstances occurring on or after the Closing Date), and (2) arising out of or relating to the System or the Acquired Assets on or after the Closing, including, without limitation, the following:

- (i) all liabilities and obligations under the Corrective Action Plan;
- (ii) all liabilities and obligations under the other Assigned Contracts and Authorizations and Permits resulting from events that occur or conditions that exist as of Closing about which Buyer has Knowledge or from events that occur on or after the Closing;
- (iii) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur or conditions that exist on or after the Closing;
- (iv) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities attributable to the period after the Closing Date;
- (v) to the extent assumed by Buyer pursuant to Section 3.01(a), all of the obligations related to the Outstanding Indebtedness; and
- (vi) all other liabilities and obligations arising out of or relating to Buyer's ownership or operation of the System and the Acquired Assets on or after the Closing (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "Assumed Liabilities").

(b) At the Closing, to the extent Seller is not released therefrom, Seller shall be indemnified against its obligations under the Assumed Liabilities in accordance with Section 8.03.

(c) Buyer shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

Section 2.05. **Further Assurances.** At any time and from time to time after the Closing Date, Seller shall, upon the request of Buyer, and Buyer shall, upon the request of Seller, at the cost of requesting Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Buyer, (b) the assumption by Buyer of any of the Assumed Liabilities, (c) performance by the Parties of any of their other respective obligations under this Agreement, (d) the vesting in Buyer of all right, title and interest in the Acquired Assets and the System as provided herein, and (e) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement.

Section 2.06. **Certain Transfers; Assignment of Contracts.**

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a) and Section 2.06(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties hereto), including any Governmental Authority, and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a "Nonassignable Asset"). Following the Closing, Seller and Buyer shall use commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer; *provided, however*, that in no event shall Buyer be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as subleasing, sublicensing or subcontracting) to provide to the

Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under applicable Law and the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for Seller, pay, perform and discharge the liabilities and obligations of Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or prior to the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the date hereof and prior to the Closing, Buyer identifies any contract to which Seller is a party which is not set forth on Schedule 4.15 as of the date hereof, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall give notice of such determination to Seller and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 reflecting the addition of such contract, and such contract shall thereafter constitute and be deemed an "Assigned Contract" for all purposes hereunder.

(d) In the event that, during the twelve (12) month period following the Closing, Buyer identifies any contract to which Seller was a party as of the Closing and which (i) was not set forth on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful to the operation of the System, Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract shall be deemed an Assigned Contract for all purposes hereunder.

(e) From the date of this Agreement until the Closing Date, Seller shall collect accounts receivable and pay accounts payable in the ordinary course and in a manner consistent with its past practices.

ARTICLE III.

PURCHASE PRICE

Section 3.01. **Purchase Price.** The purchase price for the Acquired Assets shall be Fifty Million Two Hundred Fifty Thousand Dollars (\$50,250,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall (i) provide for payment in full of the total amount of Outstanding Indebtedness (less any amounts of Outstanding Indebtedness actually assumed by Buyer pursuant to clause (ii) below) and/or (ii) subject to the provisions of Section 7.07, assume any of Seller's obligations related to the Outstanding Indebtedness and obtain a release of Seller from all obligations thereunder in such form and terms reasonably acceptable to Seller and/or provide written evidence of such payment in full to Seller in such form reasonably acceptable to Seller, at Buyer's discretion;

(b) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(c), to Seller by wire transfer of immediately available funds the balance of the Purchase Price (after taking into account the amount paid or assumed by Buyer pursuant to Section 3.01(b)) to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

(c) Final Billing: The Parties agree that Buyer shall be entitled to all customer billings with respect to sanitary wastewater customers services for the period on or after the Closing Effective Time, and Seller shall be entitled to all such billings for the period prior to the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to the extent that either Party collects billings that are attributable to service provided by the other Party, the Party holding the other Party's billing collections shall pay such amount to the other Party.

Section 3.02. **Fair Consideration.** The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. **Allocation of the Purchase Price.** Buyer and Seller agree that the Purchase Price (which for purposes of this Section 3.03 shall include any liabilities required to be treated as part of the Purchase Price for federal income tax purposes), as may be adjusted pursuant to this Section 3.03, shall be allocated among the Acquired Assets in accordance with the allocation reflected in a schedule prepared by Buyer in accordance with this Section 3.03 (the "Allocation Schedule"). Within sixty (60) days following the final determination of the Purchase Price pursuant to Section 3.01, Buyer shall deliver to Seller a draft of the Allocation Schedule setting forth Buyer's proposed allocation for Seller's review. Seller shall have the right to review and reasonably comment upon Buyer's proposed Allocation Schedule, *provided*, that (a) such proposed Allocation Schedule shall be deemed approved by Seller and shall be final and binding upon the Parties unless Seller provides written notice of Seller's comments to one or

more items reflected in the proposed Allocation Schedule within twenty (20) Business Days after delivery of the proposed Allocation Schedule to Seller, and (b) upon receipt of any such written comments from Seller with respect to the proposed Allocation Schedule, Buyer may make such adjustments or revisions to the proposed Allocation Schedule based on Seller's comments as Buyer determines in good faith to be necessary and appropriate, *provided further*, that Buyer shall have no obligation to make any such adjustments or revisions absent manifest error. The Parties shall adhere to the Allocation Schedule (as finally determined pursuant to this Section 3.03) for all purposes relevant to the calculation of federal or state Taxes, and will report the transactions contemplated herein in a manner consistent with such Allocation Schedule. Except as required by applicable Law, Buyer and Seller shall not take any position on their respective Tax Returns that is inconsistent with the Allocation Schedule.

Section 3.04. **Transfer Taxes**. Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, "Transfer Taxes"), shall be borne by Buyer. The terms hereof shall survive Closing.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes only the representations and warranties which are set forth in this Article IV.

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller represents and warrants, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply to or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 4.01. **Organization**. Seller is a body corporate and politic, duly organized and existing under the First Class Township Code of the Commonwealth of Pennsylvania (53 P.S. §55101, *et. seq.*) and its Home Rule Charter approved November 1, 1976.

Section 4.02. **Power and Authority**. Seller has (i) duly adopted an authorizing ordinance authorizing the transactions contemplated herein, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by Seller of its obligations contained in this Agreement. Seller has all requisite power and authority to own, lease and operate the Acquired Assets and the System and has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

Section 4.03. **Enforceability**. This Agreement has been duly authorized, executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with the terms hereof, subject only to applicable bankruptcy,

insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 4.04. **No Conflict or Violation.** The execution and delivery of this Agreement by Seller, the consummation of the transactions contemplated hereby and the performance by Seller of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of Seller under (i) any applicable Law or (ii) any agreement, instrument or document to which Seller is a party or by which it is bound.

Section 4.05. **Consents and Approvals.** Schedule 4.05 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Seller or the performance by Seller of its obligations hereunder.

Section 4.06. **Undisclosed Liabilities** Except as set forth in Schedule 4.06, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets, other than liabilities incurred in the ordinary course, that could not reasonably be expected to have a Material Adverse Effect on Buyer.

Section 4.07. **Absence of Certain Changes or Events.** Except as set forth on Schedule 4.07, since December 31, 2015, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and Seller has operated and maintained the System since that date in the ordinary course.

Section 4.08. **Tax Matters.** Except as set forth in Schedule 4.08 or as would not have a Material Adverse Effect, Seller represents that Seller has timely paid all Taxes that may have been or may be due and payable by Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date.

Section 4.09. **Real Property.** All real property Seller owns and uses in the operation of the System (the "Real Property") and all Easements are set forth on Schedule 4.09. There are no pending condemnation proceedings relating to any of the Real Property nor has Seller actually received any written threats of any condemnation proceedings and, to the Knowledge of Seller, no such proceedings are threatened. To Seller's Knowledge, Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property which has not been cured in all material respects. Buyer acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, this Article IV contains all of the representations and warranties of Seller to Buyer with respect to the Real Property and no other representation or warranty set forth in this Agreement with respect to the Acquired Assets is intended to apply to the Real Property.

Section 4.10. **Equipment and Machinery.** All material Equipment and Machinery included in the Acquired Assets is set forth and otherwise described on Schedule 4.10. Except as set forth in Schedule 4.10, Seller has good title, free and clear of all Liens (other than the

Permitted Liens and Liens which are released on or prior to Closing) to the Equipment and Machinery owned by Seller.

Section 4.11. **Employee Benefit Plans.**

(a) Except as set forth in Schedule 4.11(a), Seller represents that it has not entered into any severance or similar arrangement with respect to any present or former Personnel that will result in any obligation (absolute or contingent) of Buyer to make any payment to any present or former Personnel following termination of employment, including the termination of employment effected by the transactions contemplated by this Agreement. The consummation of the transactions contemplated by this Agreement will not trigger any severance or other obligation of Seller for which Buyer shall have any liability.

Section 4.12. **Seller's Personnel.**

(a) Except as set forth on Schedule 4.12(a), Seller shall timely pay, or cause to be timely paid, to the Personnel as required under its policies and/or by applicable Law for accrued but unused and unpaid vacation, sick leave and other benefits accrued as of the Closing Date.

(b) Seller has not, in the past five (5) years, effectuated:

(i) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act ("WARN Act")) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the System; or

(ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the System; nor has the System been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local Law.

(c) None of the Personnel has suffered an "employment loss" (as defined in the WARN Act) during the previous six months.

Section 4.13. **Environmental Compliance.** Except as set forth in Schedule 4.13 or that otherwise could not be expected to have a Material Adverse Effect, Seller represents:

(a) The System as currently operated by Seller and all operations and activities conducted by Seller with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) Seller has generated, used, handled, treated, stored and disposed of all Hazardous Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) Seller has not received notice of any Environmental Claims related to the System that have not been fully and finally resolved, and to the Knowledge of Seller no

claims of Environmental Liabilities have been threatened allegedly arising from or relating to the System that have not been fully and finally resolved.

(d) Hazardous Materials are not present at or on the System or Acquired Assets, there has been no Release of Hazardous Materials at, on or from any part of the System or the Acquired Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to, Environmental Liabilities.

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of any Hazardous Material on or off the Acquired Assets or a violation of any Environmental Requirement.

(f) There are no underground storage tanks on or at any of the Acquired Assets. Any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(g) There is no PCB Equipment on or at any of the Acquired Assets. Any PCB Equipment that previously existed at the Acquired Assets has been flushed of polychlorinated biphenyls or has been removed and properly disposed of, in compliance with applicable Environmental Requirements, and any remaining PCB Equipment is labeled to the extent required under applicable Environmental Requirements and being managed in compliance with applicable Environmental Requirements.

(h) No Regulated Asbestos Containing Material exists in or on the Acquired Assets in an aggregate amount that would reasonably be expected to result in an Environmental Liability; and any Regulated Asbestos Containing Material is being managed in compliance with all applicable Environmental Requirements.

(i) Seller has delivered to Buyer (1) all material environmental site assessments or reasonable and accurate summaries thereof pertaining to the System, (2) all material compliance audits or compliance assurance reviews prepared within the previous five (5) years or reasonable and accurate summaries thereof relating to compliance with Environmental Requirements by the System, and (3) reasonable and accurate summaries of, or all material documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the System, to the extent possessed by or under the reasonable control of Seller.

Section 4.14. **Authorizations and Permits.** Seller represents that (i) Schedule 4.14 lists or describes the Authorizations and Permits of Seller that are currently in full force and effect; (ii) Seller has made true and complete copies of all Authorizations and Permits available to Buyer; and (iii) except as set forth on Schedule 4.14, Seller is in compliance with all material terms, conditions and requirements of all Authorizations and Permits, except in each case where such violation or failure, individually or in the aggregate, would not have a Material Adverse Effect, and no proceeding is pending or, to the Knowledge of Seller threatened relating to the

revocation or limitation of any of the Authorizations or Permits, other than those revocations or limitations which do not individually or in the aggregate have a Material Adverse Effect.

Section 4.15. **System Contracts.**

- (a) Schedule 4.15 contains a complete and accurate list of all the Assigned Contracts.
- (b) Seller has made available to Buyer true and complete copies of all the foregoing Assigned Contracts.
- (c) Seller further represents that all of the Assigned Contracts specified in Schedule 4.15 are in full force and effect. Seller has not, nor to the Knowledge of Seller has any other party thereto, breached any material provision of or defaulted under the material terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause Seller, or to the Knowledge of Seller, any other party, to be in default under any Assigned Contract.

Section 4.16. **Compliance with Law; Litigation.**

- (a) To the Knowledge of Seller, Seller has operated and is operating the System in compliance, in all material respects, with all applicable Laws, Authorizations and Permits and is not in breach of any applicable Law, Authorization or Permit that would have a Material Adverse Effect on the operations of the System or on Buyer. There are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits listed in Schedule 4.14.
- (b) Except at set forth on Schedule 4.16, there are no facts, circumstances, conditions or occurrences regarding the System that could reasonably be expected to give rise to any environmental claims or governmental enforcement actions that could reasonably be expected to have a Material Adverse Effect, and there are no past, pending or threatened environmental claims or governmental enforcement actions against Seller that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.
- (c) Except at set forth on Schedule 4.16, there is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of Seller, threatened against Seller prior to or at the time of Closing, which will have a material adverse effect on the operations of the System. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of Seller, threatened against Seller which could materially affect the validity or enforceability of this Agreement.

Section 4.17. **Broker's and Finder's Fees.** Seller represents that no broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees to pay when due the fees and expenses of their financial and technical advisors. Seller has employed Public Financial Management, Inc., as municipal advisor to provide transaction structuring advice and to provide Seller with municipal advice relating to the sale of

the System. Seller shall be solely responsible to pay all fees owed to Public Financial Management, Inc. in connection with the transactions contemplated by this Agreement.

Section 4.18. **Title to the Acquired Assets; Sufficiency.**

(a) Except as set forth on Schedule 4.18(a), Seller has good and marketable title to, all Real Property, and valid leasehold interest in or valid licenses or Easements to use and access, all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens and Liens which will be fully and unconditionally released at or prior to Closing. The use of the Acquired Assets is not subject to any Liens, other than Permitted Liens, and such use does not encroach on the property or the rights of any Person.

(b) Except as set forth on Schedule 4.18(b), the Acquired Assets are sufficient for, and constitute all the assets, properties, business, goodwill and rights of every kind and description, and services required for, the continued conduct and operation of the System by Buyer in substantially the same manner as currently conducted and operated by Seller. Except for the Excluded Assets and except as set forth on Schedule 4.18(b), (i) the Acquired Assets, taken as a whole, comprise all the assets, properties, business, goodwill and rights of every kind and description used or held for use in, or useful or necessary to the operation of the System as currently operated by Seller, and (ii) there are no assets, properties, business, goodwill, rights or services used in the conduct or operation of the System that are owned by any Person other than Seller that will not be licensed or leased to Buyer under valid, current license arrangements or leases. None of the Excluded Assets are material to the System.

Section 4.19. **Pending Development Plans.** Schedule 4.19 sets forth a full and complete list of all Pending Development Plans as of the Effective Date. Each Pending Development Plan, if consummated could result in the expansion of the Service Area. Seller provides no assurances whatsoever that any development or expansion of the Service Area associated with any Pending Development Plan will actually be undertaken or completed.

Section 4.20. **Land Development Agreements / Financial Security Agreements.** Schedule 4.20 sets forth a list of all Land Development / Financial Security Agreements existing as of the date hereof between Seller and any third party.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes only the representations and warranties which are set forth in this Article V.

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 5.01. **Organization.** Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization.

Section 5.02. **Authorization and Validity of Agreement.** Buyer has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. This Agreement has been duly authorized, executed and delivered by Buyer and constitutes a valid and legally binding obligation of Buyer, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 5.03. **No Conflict or Violation.** The execution and delivery of this Agreement by Buyer, the consummation of the transactions contemplated hereby and the performance by Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of Buyer under (i) any applicable Law, (ii) any material agreement, instrument or document to which Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of Buyer.

Section 5.04. **Consents and Approvals.** Schedule 5.04, sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of its obligations hereunder.

Section 5.05. **Broker's and Finder's Fees.** Buyer represents that no broker, finder or other Person is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement.

Section 5.06. **Financial Wherewithal.** Buyer represents that upon Closing, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Buyer will have the financial ability and will have sufficient working capital for its needs and anticipated needs to operate the System as a certificated public utility system regulated by the PaPUC, authorized, among things, to provide wastewater utility services to retail residential, commercial and industrial customers in the System.

Section 5.07. **Sufficient Funds.** Buyer represents that Buyer will have sufficient funds available at Closing to consummate the transactions contemplated by this Agreement, to pay the Purchase Price in accordance with Article III and expenses related to the transactions contemplated by this Agreement, and on and after Closing, to generally provide ownership, operation and capital for the operations and capital needs of the System following the Closing, and assuring that the customers of the System will receive safe, adequate and reliable wastewater service equal to or better than such customers would have received without the transactions contemplated by this Agreement and at all times consistent with the provisions of the Pennsylvania Public Utility Code, 66 Pa. C. S. § 101 *et seq.*, and applicable Law.

Section 5.08. **Independent Decision.** Except as expressly set forth in this Agreement, or any of the related agreements, Buyer acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Buyer, and (b) neither Seller nor any other Person shall have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer use of, any information regarding the System or Acquired Assets that has been furnished or made available to Buyer and its Representatives. Buyer acknowledges that other than as expressly set forth in this Agreement or any related agreement, Seller expressly disclaims any warranty of income potential, operating expenses, costs of operation, or uses or fitness for a particular purpose of any Acquired Assets or the System.

Section 5.09. **Scheduled Matters.** Buyer acknowledges that: (a) the inclusion of any matter on any Schedule shall not necessarily be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a material adverse effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 5.10. **Independent Investigation.** Buyer acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected capital needs and operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of Seller expressly contained in Article IV of this Agreement.

Section 5.11. **Litigation.** Buyer is not in breach of any applicable Law that could have a material adverse effect on the operations of the System or Buyer. Neither Buyer nor any Affiliate of Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which Seller may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. Except as set forth on Schedule 5.11, there is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of Buyer, threatened against Buyer prior to or at the time of Closing, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

ARTICLE VI.

TITLE TO REAL PROPERTY; UCC STATEMENTS

Section 6.01. **Evidence of Title.** Subject to Section 6.06, with respect to all Real Property, Buyer shall obtain, at its sole cost and expense, a commitment for an owner's policy of title insurance on the ALTA Owner's Form 2006 (the "Title Commitment"), issued by a title insurance company selected by Buyer and licensed to insure title to real property by the

Commonwealth of Pennsylvania (the "Title Company"), having an effective date after the Effective Date. Promptly following the Effective Date, Buyer shall order the Title Commitment from the Title Company and shall provide Seller evidence of the same. Notwithstanding anything to the contrary in Section 6.02(a) below, Buyer shall not be entitled to send an Objection Notice with respect to any parcel of Real Property and the Title Commitment for the same in the event, within twenty (20) Business Days after the Effective Date, Buyer has not ordered the Title Commitment from the Title Company for such parcel of Real Property and provided Seller with evidence of the same.

Section 6.02. **Objections to Title.**

(a) Notice of Objections. Within thirty (30) days of Buyer's receipt from the Title Company of a Title Commitment for any of the parcels of Real Property, Buyer shall deliver to Seller a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same, along with Buyer's written notice to Seller of any of the exceptions to title set forth on Schedule B of such Title Commitment to which Buyer objects (such written notice of Buyer being referred to as the "Objection Notice") provided such exceptions (a) are not Permitted Liens, (b) pertain to Buyer or any requirements, conditions or obligations of Buyer, (c) are matters of record and set forth in the Title Commitment and adversely restrict or prevent the use of the Real Property in the operation of the System and (d) are not standard Title Company exceptions (such as the "survey" exception) (such exceptions objected to in the Objection Notice, provided the same are not as described in (a) through and including (d) aforesaid, being referred to as the "Title Objection Items"). Any Objection Notice which does not include a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same shall not be effective for any purpose. In the event that Buyer provides Seller with an Objection Notice, Seller shall use commercially reasonable efforts to have all of the Title Objection Items cured, satisfied or released of record, or insured over, by the Title Company (individually, "Cure" and collectively, "Cured") prior to or as of the Closing. At or prior to the Closing, Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing that Seller has Cured all such Title Objection Items. For avoidance of doubt, Buyer acknowledges that no item listed in clauses (a) through and including (d) aforesaid, may be objected to by Buyer as a Title Objection Item.

(b) Liens. Without limiting Seller's obligations pursuant to Section 6.02(a) above, prior to or as of the Closing, Seller shall be obligated, at its sole cost and expense, to Cure any Lien encumbering the Real Property which can be Cured by the payment of money (other than Permitted Liens).

(c) Title Endorsements/Survey. Any endorsements required by Buyer or any mortgagee of Buyer to Buyer's title policy shall be paid for solely by Buyer. In the event any survey is required by Buyer or its mortgagee, either as a condition to any such endorsement or otherwise, the same shall be obtained solely at Buyer's cost and expense. In the event Buyer obtains a survey of any or all of the Real Property and desires the deed to contain the legal description based on such survey, if the same is not identical to the legal description contained in Seller's deed of record, Seller shall not be obligated to include the same in the deed to buyer

unless the survey is certified to Seller and such description is included in the deed on a "quitclaim" basis only and without warranty of title.

(d) License at Closing. Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller's rights to access such Real Property in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Real Property as provided for in this Agreement. For the avoidance of doubt, Seller shall provide such title as soon as reasonably practicable in accordance with Section 6.01.

(e) Insurable Claims. To the extent any Claim for Losses under Article VIII constitutes an Insurable Claim (as defined herein), Buyer agrees to assert and pursue with reasonable diligence such Insurable Claim against the Title Company (which shall include commencing litigation and diligently prosecuting such Insurable Claim to judgment) prior to pursuing a Claim for Losses under Article VIII. If at any time following a non-favorable judgment that substantially denies the relief sought by Buyer from the Title Company in connection with the Insurable Claim (each a "Non-Favorable Judgment"), Buyer shall be permitted, following such Non-Favorable Judgment, to pursue Seller with a Claim for Losses under Article VIII (any such Claim against Seller following an attempted Insurable Claim against the Title Company being a "Residual Title Claim"). Notwithstanding anything to the contrary in Article VIII, Buyer shall have the right to assert a Claim for Losses based upon a Residual Title Claim for a sixty (60) day period after the Non-Favorable Judgment. For purposes of this Section 6.02(e), an "Insurable Claim" shall mean a Claim that: (i) arises out of Buyer's discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing that materially restricts or prevents the use of such Real Property in the operation of the System; and (ii) constitutes a claim against the Title Company under Buyer's Title Policy. Buyer acknowledges that any and all Claims which Buyer could otherwise bring as a breach of a covenant of title under the special warranty deed to the Real Property shall be included within the Claim for Losses under Article VIII and is subject to the terms of this Section 6.02(e) of first pursuing the same as an Insurable Claim.

Section 6.03. Title Expenses. Irrespective of whether the transactions described by this Agreement are consummated and Closing occurs, all costs and expenses of obtaining the Title Commitment, Title Policy and any survey shall be paid by Buyer.

Section 6.04. UCC Search; Releases. Not later than sixty (60) days after the Effective Date, Buyer shall obtain at its sole cost and expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary of the Commonwealth of Pennsylvania and the Recorder of Montgomery County, Pennsylvania (the "UCC Search"). On or prior to the Closing, Seller shall at its sole cost and expense obtain releases of any and all security interests in any of the Acquired Assets which are not Permitted Liens. The form of the releases of such security interests shall be provided by Seller to Buyer on or prior to the Closing Date.

Section 6.05. Easements.

(a) Prior to the Closing, Seller shall, at its sole cost and expense, cause an abstractor selected by Seller and reasonably acceptable to Buyer and the Title Company (the "Abstractor"),

to perform a search of the public land records of Montgomery County, based on Seller's records and plans of the System (and such other sources of information as are reasonably related thereto), by means of searching the grantee index in the names of Seller and such other searches as the Abstractor may reasonably make, to (i) identify and provide Buyer with title information on any and all recorded Easements, and (ii) together with Seller, identify all Missing Easements. During such process, as the Abstractor provides written search results to Seller (including updated versions of the Abstractor Search Result Chart), Seller will promptly provide the same to Buyer for its review, and, without limiting the foregoing, Seller shall, or shall cause the Abstractor to, provide Buyer with periodic updates (which shall occur no less frequently than bi-weekly) on the status of the activities set forth in the previous sentence.

(b) In the event that during the process of Abstractor's review and investigation of the Montgomery County land records, Seller determines, based on the Abstractor's investigation, that there is a Missing Easement, Seller shall take any and all actions (including the use of its power of condemnation) to obtain any such Missing Easements so that the same may be sold, assigned, transferred and conveyed to Buyer at the Closing pursuant to the terms and conditions of this Agreement. All costs and expenses incurred in connection with obtaining each Missing Easement (including any consideration payable to the landowner in connection with condemnation, in lieu of condemnation or otherwise to obtain Missing Easements) shall be paid by Seller. In the event Seller has not obtained all Missing Easements by the date that is sixty (60) days after the date that Abstractor has completed his review of the County land records and delivered the last results of the same to Seller (the "Abstract Completion Date"), then, no later than thirty (30) days after the Abstract Completion Date (but in any event no later than thirty (30) days prior to the Closing), Seller shall commence and file in the Court of Common Pleas, Montgomery County, a condemnation or eminent domain proceeding to obtain any and all such Missing Easements. For the purposes of clarity, upon obtaining each Missing Easement (including upon the final resolution of a condemnation proceeding), each Missing Easement that has been acquired or obtained by Seller shall be considered an Easement.

Section 6.06. **Unscheduled Property.** The Parties acknowledge that Seller may own interests in or have the legal right to use or occupy the Real Property that is necessary or essential to the operation of the System and that is not specifically identified in Schedule 4.09 (the "Unscheduled Real Property"). If the Parties discover prior to or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering Party shall give written notice of such discovery to the non-discovering Party. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property in such a manner as to provide Buyer with reasonable assurances that Buyer shall have the right to use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

ARTICLE VII.

OTHER AGREEMENTS

Section 7.01. **Taxes.** Except as hereinafter provided, Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing.

Section 7.02. **Cooperation on Tax Matters.** Seller shall furnish or cause to be furnished to Buyer, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Buyer of any filings relating to any Tax matters.

Section 7.03. **Personnel Matters.**

(a) Subject to Buyer's existing standard hiring policies and procedures applicable to new employees, Buyer shall offer job interviews to all Personnel with such interviews taking place prior to the Closing Date. Buyer, in its sole discretion, shall determine whether to offer employment to any Personnel on or after the Closing Date.

Section 7.04. **Rates.**

(a) **Rates.** Buyer shall implement rates that are no higher than Seller's sanitary wastewater rates then in effect at Closing, as reflected on Schedule 7.04(a) and inclusive of any PaPUC permitted or required surcharges or pass-through costs (the "Base Rate") as Buyer's effective sanitary wastewater rates, provided that the rates reflected on Schedule 7.04(a) (at Closing) shall not be lower than those in effect on the date this Agreement is executed. Buyer intends to bill customers on a monthly basis instead of annual billing, which Buyer will prorate accordingly.

(b) **PaPUC Approval.** The rate provisions of Sections 7.04(a) shall be part of Buyer's requested PaPUC Governmental Approval.

Section 7.05. **Buyer Taxpayer.** From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, Buyer will be subject to, among other Taxes, real estate Taxes, which shall be paid by Buyer.

Section 7.06. **PaPUC Approval.**

(a) Promptly after the Effective Date, Buyer covenants and agrees to timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC (i) the issuance of certificates of public convenience to Buyer to provide wastewater services in the Service Area and (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer. Seller shall cooperate with and assist Buyer in proceedings before the PaPUC.

(b) Buyer and Seller hereby agree that the procedures for determining fair market value of the System and Acquired Assets outlined in subsection (a) of Section 1329 of Title 66 of the Pennsylvania Consolidated Statutes ("Section 1329") shall be utilized and filed with the PaPUC as contemplated by Section 1329.

(c) The Parties agree that the fees and expenses related to engaging the licensed engineer for such Section 1329 determination shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(d) To the extent requested by Buyer, Seller agrees to participate in any proceedings before the PaPUC as an intervenor and active party, provided that Seller shall bear the fees and expenses directly related to such intervention, including legal expenses, that are reasonably incurred up to a cap of \$20,000, above which any such costs reasonably incurred shall be borne entirely by Buyer. Seller shall have the right to be represented by the counsel of their choice in any such proceedings.

(e) Buyer, in Buyer's first base rate proceeding with respect to the System following the Closing, shall propose the use of statutory and regulatory mechanisms available to benefit the Buyer's acquired customers for ratemaking purposes.

Section 7.07. **Outstanding Indebtedness.** Buyer has the option, upon reasonable advance written notice to Seller, in lieu of paying in full the total amount of Outstanding Indebtedness, to assume any of Seller's obligations under other Outstanding Indebtedness which may be assumed. Buyer shall also obtain a release of all of Seller's obligations under the assumed Outstanding Indebtedness on or before Closing.

Section 7.08. **Remedies for Breach of Article VII Agreements.** In the event of a breach by Buyer of any of the covenants and agreements set forth in this Article VII following closing, in addition to all other rights and remedies available at law or in equity, including specific performance and/or injunctive relief, Seller shall also be entitled to commence proceedings before the PaPUC seeking enforcement of such covenants and agreements.

Section 7.09. **Operation and Maintenance of the MS4 System.** Subject to applicable Law, Seller, shall at all times maintain ownership of its MS4 System and Stormwater System Assets. Seller will maintain any NPDES permits related to the Stormwater System Assets.

Section 7.10. **Utility Valuation Experts.** Buyer and Seller agree that each will be responsible for the costs associated with their respective Utility Valuation Expert for the preparation and completion of their respective Utility Valuation Expert's appraisal report and any additional work by their Seller's Utility Valuation Expert necessary to assist in the processing and prosecution of the application to the PaPUC in regard to this transaction under Section 1329.

Section 7.11. **Restoration of Property.** Buyer shall at all times act in accordance with all requirements imposed by the PaPUC and with the terms of any permits or approvals issued by Seller with regard to restoration of property on which construction or repair and replacement work is undertaken.

Section 7.12. **Restriction Against Construction of Plants and Equalization Tanks.** Buyer shall not construct within the Township of Cheltenham any sewage treatment plant, equalization tank, or other facility of similar size and nature except in compliance with Seller's ordinances, including those with respect to zoning and land use, and the Seller's Act 537 Plan.

Section 7.13. **EDU Allocations.** Seller retains its rights to allocate EDUs in connection with any new development within the Township of Cheltenham; provided, however,

that Seller agrees to consult with Buyer with regard to any technical issues or concerns that Buyer may have in connection with such new development.

ARTICLE VIII.

INDEMNIFICATION

Section 8.01. **Survival.** All representations and warranties contained in this Agreement shall survive until twelve (12) months following the Closing Date, except that (a) the representations and warranties of Seller set forth in Section 4.01 (Organization), Section 4.02 (Power and Authority), Section 4.03 (Enforceability) and Section 4.15 (Brokers' and Finders' Fees) (collectively, the "Seller Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by applicable Law, and (b) the representations and warranties of Buyer set forth in Section 5.01 (Organization), Section 5.02 (Authorization and Validity of Agreement), and Section 5.05 (Brokers' and Finders' Fees) (collectively, the "Buyer Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by applicable Law. The covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for such covenants and agreements that survive for such shorter period, breaches thereof shall survive indefinitely or until the latest date permitted by applicable Law. Notwithstanding the preceding sentences, (x) any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time, and (y) nothing contained in this Section 8.01 shall limit in any way any rights a Party may have to bring claims grounded in fraud, intentional misrepresentation or willful misconduct, which rights shall survive the Closing indefinitely.

Section 8.02. **Indemnification by Seller.** To the maximum extent permitted by applicable Law and subject to the terms and conditions of this Article VIII, Seller agrees to indemnify, defend and hold harmless, Buyer and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the "Buyer Indemnified Persons"), from and against any and all claims for Losses arising from or relating to: (a) any misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller prior to the Closing pursuant to this Agreement (without regard to any materiality, Material Adverse Effect or related qualifications in the relevant representation or warranty (except where such provision requires disclosure of lists of items of a material nature or above a specified threshold)); (b) any material breach or material nonfulfillment of any of the covenants or agreements of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller prior to the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset.

Section 8.03. **Indemnification by Buyer.** To the maximum extent permitted by applicable Law and subject to the terms and conditions of this Article VIII, Buyer agrees to defend, indemnify and hold harmless Seller and its successors and Affiliates and each of their

respective employees, officers, directors and agents (the "Seller Indemnified Persons") from and against any and all claims for Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Buyer contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (b) any material breach of any of the covenants or agreements of Buyer contained in this Agreement or in any exhibit, schedule certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (c) any Assumed Liability as and when payment and performance is due, including without limitation any liability related to any claims by any Governmental Authority; (d) Buyer's actions involving Environmental Laws, Hazardous Materials or environmental claims from and after the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System from and after the Closing Date.

Section 8.04. Indemnification Procedure.

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a representative of the foregoing (a "Third Party Claim") against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel (which counsel shall be reasonably acceptable to the Indemnified Party), so long as (i) the Indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely appearance and response) that the Indemnifying Party is assuming the defense of such Third Party Claim, *provided*, that if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the Indemnified Party) for all Losses relating to such Third Party Claim, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently and at its own cost and expense, and (iii) the Third Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition

by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 8.04(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall reasonably and in good faith cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 8.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give prompt written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the

Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During such thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of written notice disputing the basis or amount of the Direct Claim, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

Section 8.05. **Limitations on Indemnification Obligations.**

(a) Subject to the other limitations contained in this Section 8.05, neither Buyer nor Buyer Indemnified Persons shall be entitled to indemnification pursuant to Section 8.02(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds 1% of Purchase Price in the aggregate (the "Threshold Amount"), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; *provided, however*, that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(b) Subject to the other limitations contained in this Section 8.05 neither Seller nor the Seller Indemnified Persons shall be entitled to indemnification pursuant to Section 8.03(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Seller and Seller Indemnified Persons under this Agreement exceeds the Threshold Amount, in which case Buyer shall then be liable for Losses in excess of the Threshold Amount; *provided, however*, that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(c) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Buyer), the Buyer Indemnified Parties shall only be entitled to assert claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, which shall not be limited by this Section 8.05(c)) up to the aggregate amount of 5% of Purchase Price (the "Liability Cap"), which shall represent the sole and exclusive remedy of Buyer and the other Buyer Indemnified Parties for any such claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations or in the case of fraud, intentional misrepresentation or willful misconduct which shall not be subject to the Liability Cap, but shall be capped at the Purchase Price).

(d) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar

payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(g) Subject to the provisions of Sections 3.01, 7.06, 15.11 and any other provisions for equitable relief and/or specific performance, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party hereto and their Affiliates and each of their respective representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.05(g) shall limit any Person's right to seek and obtain any equitable relief and/or specific performance to which any Person shall be entitled pursuant to this Agreement.

Section 8.06. **Knowledge of Breach.** Neither Party shall be liable for any Losses based upon or arising out of any inaccuracy in or breach of any representations or warranties of such Party contained in this Agreement if the Party claiming such Losses had Knowledge of such inaccuracy or breach prior to the Closing.

ARTICLE IX.

PRE-CLOSING COVENANTS OF SELLER

Section 9.01. **Operation of the System.** Except as otherwise expressly permitted by this Agreement, as required by applicable Law or with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), from the Effective Date until the Closing, Seller shall (i) operate and manage the System only in the ordinary course of business in accordance with past practices and procedures, (ii) comply in all material respects with all applicable Laws and Authorizations and Permits, and (iii) use commercially reasonable efforts to maintain and preserve intact the business and assets of the System and preserve the rights, franchises, goodwill and relationships of Seller and the System and their customers, lenders, suppliers, regulators and others having business relationships with Seller and the System.

Section 9.02. **Cooperation.** Seller shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 9.03. **Supplements and Updates.** Seller shall promptly deliver to Buyer any supplemental information updating the information set forth in the representations and warranties set forth in Article IV of this Agreement and Schedules so that such representations and warranties and Schedules as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. Following the Effective Date, Seller shall promptly advise Buyer of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

Section 9.04. **Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as provided on Schedule 4.05 to Buyer. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. Seller shall use all commercially reasonable efforts to obtain all consents and approvals of any kind from any person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Buyer and Seller prior to Closing and shall be final and non-appealable. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 9.05. **Pending Development Plan Agreements / Future Developments.** Seller shall enforce all of its rights and the counterparties' obligations under any agreements relating to Pending Development Plans in existence as of the Effective Date, which shall not be amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and such consent shall be provided by Buyer to Seller within fifteen (15) days of notice from Seller or this consent requirement shall be deemed waived by Buyer after such date. After the Effective Date, Seller shall not enter into any new agreements (including land development agreements and financial security agreements) with landowners regarding the construction of any sewer facilities which, upon completion of construction, will be transferred to Buyer pursuant to Section 2.01 above without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and such consent shall be provided by Buyer to Seller within seven (7) days of notice from Seller or this consent requirement shall be deemed waived by Buyer after such date. For the avoidance of doubt, any attempt by Buyer to withhold consent for entry into any amendment or new agreement by Seller pursuant to this Section 9.05 that is, in the opinion of Seller's solicitor, required pursuant to the Pennsylvania Municipal Planning Code shall be unreasonable.

ARTICLE X.

PRE-CLOSING COVENANTS OF BUYER

Buyer covenants and agrees to comply with the following provisions:

Section 10.01. **Actions Before the Closing Date.** Buyer shall not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use commercially reasonable best efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

Section 10.02. **Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Buyer shall file all applications and reports which are required to be filed by Buyer with any Governmental Authority as provided on Schedule 5.04. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Buyer shall use all commercially reasonable efforts to obtain all required consents and approvals of any kind from any person in connection with the transactions contemplated hereby.

Section 10.03. **Cooperation.** Buyer shall reasonably cooperate with Seller and their employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement.

Section 10.04. **Supplements and Updates.** Buyer shall promptly deliver to Seller any supplemental information updating the information set forth in the representations and warranties set forth in Article V of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least three (3) Business Days prior to the Closing Date, Buyer shall advise Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

ARTICLE XI.

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligation of Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Seller in its sole discretion:

Section 11.01. **Consents and Approvals.**

(a) Receipt of all required non-governmental third party consents and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 11.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 4.05; and

(b) Receipt of any required environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired).

Section 11.02. **Representations and Warranties of Buyer.** The representations and warranties made by Buyer in Article V which are (a) not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all material respects as of such specified date) and (b) qualified by materiality shall be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all respects as of such specified date), and Seller shall have received a certificate to the effect of the foregoing from a duly authorized officer of Buyer dated as of the Closing Date.

Section 11.03. **PaPUC Approval.** PaPUC shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to Seller and Buyer. In the event a party to the PaPUC proceeding appeals or files a petition for reconsideration of PaPUC authorization of the transaction, Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 11.04. **No Injunctions.** Neither Seller nor Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 11.05. **Performance of the Obligations of Buyer.** Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by Buyer on or before the Closing Date, and Seller shall have received a certificate to that effect from Buyer dated the Closing Date.

Section 11.06. **Deliveries by Buyer.** Buyer shall have made delivery to Seller of the documents and items specified in Section 13.03 herein.

Section 11.07. **No Material Adverse Effect.** There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

ARTICLE XII.

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

Section 12.01. Consents and Approvals.

(a) Receipt of all required material, non-governmental third party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement set forth in Schedule 11.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 5.04; and

(b) Receipt of any required environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired).

Section 12.02. Representations and Warranties of Seller. The representations and warranties made by Seller in Article IV this Agreement (disregarding all "materiality" and "Material Adverse Effect" or similar qualifications contained therein) shall be true and correct on and as of the Closing Date (except for representations and warranties expressly stated to relate to a specific date, in which case each such representation and warranty shall be true and correct as of such earlier date), with only such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and Buyer shall have received a certificate to that effect from Seller dated as of the Closing Date.

Section 12.03. PaPUC Approval. PaPUC shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to Seller and Buyer. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 12.04. No Injunctions. Neither Seller or Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 12.05. No Material Adverse Effect. There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

Section 12.06. Deliveries by Seller. Seller shall have made delivery to Buyer of the documents and items specified in Section 13.02 herein.

Section 12.07. Performance of the Obligations of Seller. Seller shall have performed in all material respects all obligations required under this Agreement to be performed by Seller on

or before the Closing Date, and Buyer shall have received a certificate to that effect from Seller dated the Closing Date.

ARTICLE XIII.

CLOSING

Section 13.01. **Closing Date.** The Closing shall take place at a place in Pennsylvania that is mutually agreed upon by the Parties, at 10:00 a.m. Eastern Standard Time on the earliest agreed upon date or within five (5) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Buyer and Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing shall be effective at 12:01 a.m., Cheltenham, PA time, on the Closing Date (the "Closing Effective Time").

Section 13.02. **Deliveries by Seller.** At the Closing, Seller shall have delivered or cause to be delivered to Buyer executed copies of the following agreements, documents and other items:

(a) A Bill of Sale transferring all of the Acquired Assets comprising personal property, in the form attached hereto as Exhibit A;

(b) Possession of the Acquired Assets, including without limitation, the Real Property, the Easements and an interest in the Missing Easements (including a license from Seller to Buyer);

(c) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities (the "Assignment and Assumption Agreement"), in the form attached hereto as Exhibit B;

(d) The consents to transfer all of the Assigned Contracts and Authorizations and Permits (including environmental Authorizations and Permits), to the extent required hereunder;

(e) One or more special warranty or other deeds in recordable form reasonably acceptable to Buyer transferring fee simple title of Real Property;

(f) Copies or originals of all Files and Records, materials, documents and records in possession of Seller relating to the Real Property or the Assigned Contracts;

(g) Certificate of Seller pursuant to Section 12.02 of this Agreement;

(h) Certificate of Seller pursuant to Section 12.07 of this Agreement;

(i) Any documents duly executed by Seller required by the Title Company to issue final owner's title policies in accordance with the procedures set forth in Article VI; and

(j) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form.

Section 13.03. **Deliveries by Buyer.** At the Closing, Buyer shall have delivered or caused to be delivered to Seller the following agreements, documents and other items:

- (a) Payment in full of the Purchase Price;
- (b) A duly executed counterpart to the Assignment and Assumption Agreement;
- (c) Certificate of Buyer pursuant to Section 11.02 of this Agreement;
- (d) Certificate of Buyer pursuant to Section 11.05 of this Agreement;
- (e) Evidence of PaPUC approval as provided in Section 12.03; and

(f) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.

TERMINATION

Section 14.01. **Events of Termination.** This Agreement may, by notice given in the manner hereinafter provided, be terminated and abandoned at any time prior to completion of the Closing:

- (a) By the mutual consent of Seller and Buyer;
- (b) By either Seller or Buyer if:

(i) the Closing shall not have occurred on or prior to the Outside Date; or

(ii) any Governmental Authority shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action will have become final and non-appealable; provided, however, that the party seeking termination pursuant to this clause (b) of this Section 14.01 is not in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;

(c) By Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by Buyer pursuant to the terms of this Agreement or of any representation or

warranty of Buyer contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by Seller to Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by Seller in writing); or

(d) By Buyer (if Buyer is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by Seller pursuant to the terms of this Agreement or of any representation or warranty of Seller contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by Buyer to Seller or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XII of this Agreement not being satisfied (which condition has not been waived by Buyer in writing).

This Agreement may not be terminated after completion of the Closing.

Section 14.02. **Effect of Termination.** If this Agreement is terminated by Seller or Buyer pursuant to Section 14.01, written notice thereof will forthwith be given to the other and all further obligations of the parties hereto under this Agreement will terminate without further action by either party and without liability or other obligation of either party to the other party hereunder; provided, however, that no party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned by reason of any willful breach of this Agreement.

Section 14.03. **Damages for Willful Breach.** In the event this Agreement is terminated as a result of willful breach by either Party as described in Section 14.02, the Party who breached the agreement shall be liable for Losses incurred by the non-breaching party as a result of the breach in accordance with Article VIII hereof.

ARTICLE XV.

MISCELLANEOUS

Section 15.01. **Confidentiality.** Except as and to the extent required by applicable Law (including but not limited to the Pennsylvania Right-To-Know Act at 65 Pa § 67.101) or pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, neither Party hereto shall, directly or indirectly, disclose or use (and no party shall permit its representatives to disclose or use) any Confidential Information with respect to the other Party furnished, or to be furnished, by such other Party hereto or its shareholders, directors, officers, agents, or representatives to the other Party hereto or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

Section 15.02. **Public Announcements.** Subject to applicable Law or listing rules of an exchange on which Buyer's parent corporation's stock is listed, and except as otherwise set forth herein, the initial public announcement relating to the transactions contemplated herein will be mutually agreed upon and jointly made by the Parties. Subsequent public announcements related

to the sale of the System by one Party shall be provided to the other Party at least three (3) days prior to issuance.

Section 15.03. **Notices.** All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

in the case of Seller:

Township of Cheltenham
8230 Old York Road
Elkins Park, PA 19027
Attention: Township Manager

with a copy to:

Township of Cheltenham
8230 Old York Road
Elkins Park, PA 19027
Attention: Township Solicitor

in the case of Buyer:

Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Marc A. Lucca, President
malucca@aquaaamerica.com

with a copy to:

Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Frances Orth, Esq., Vice President, Senior Managing Counsel
fpoorth@aquaaamerica.com

or such other persons or addresses as a Party may from time to time designate by notice to the other Party. A notice, other communication or approval shall be deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time or place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

Section 15.04. **Headings.** The article, section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 15.05. **Severability.** If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 15.06. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other Party.

Section 15.07. **Amendments; Waivers.** This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 15.08. **Parties in Interest; Third Party Beneficiary.** Except as hereinafter provided, this Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

Section 15.09. **Successors and Assigns.** Neither Party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect.

Section 15.10. **Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other

proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 15.11. **Specific Performance.** The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity if the other Party has performed in accordance with the terms hereof.

Section 15.12. **Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

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SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF CHELTENHAM,
MONTGOMERY COUNTY

AQUA PENNSYLVANIA WASTEWATER,
INC.

By: Daniel B Norris

By: _____

Printed: Daniel B Norris

Printed: _____

Its: President

Its: _____

ATTEST:

ATTEST:

By: Bryan T. Havir

By: _____

Printed: Bryan T. Havir

Printed: _____

Title: Township Manager

Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF CHELTENHAM,
MONTGOMERY COUNTY

AQUA PENNSYLVANIA WASTEWATER,
INC.

By: _____

By: Marc A. Lucca

Printed: _____

Printed: MARC A. LUCCA

Its: _____

Its: PRESIDENT

ATTEST:

ATTEST:

By: _____

By: Heidi H. McIntyre

Printed: _____

Printed: Heidi H. McIntyre

Title: _____

Title: Ass't Secretary

Appendix B: List of PADEP Previously Approved Projects

APPENDIX (EXHIBIT) ____

ACT 537 SPECIAL STUDY
CHELLENHAM TOWNSHIP ASSET SALE

PREVIOUS PLANNING

DEVELOPMENT NAME	DEP CODE NO.
2010 CMP	
Wyngate Townhomes	1-46003-070-3J
Wyngate Townhomes	1-46003-070-3J
Cedarbrook Hills (Towers at Wyncote)	1-46003-070-3J
East Cedarbrook Plaza Phase 1	1-46003-070-3J
East Cedarbrook Plaza Phase II	1-46003-070-3J
James and Bella Victor	1-46003-099-X
Hope Lodge	1-46003-094-3J
925 Gilbert Rd	1-46003-090-3J
FCCC	1-46003-095-3J
SEPTA	1-46003-097-X
Nolan Self Storage	1-46003-091-X
7708 Oak Lane Rd	1-46003-084-X
631 Green Briar Rd	1-46003-083-X
1103 Orleans Rd	1-46003-081-X
Dunkin Donuts	1-46003-079-X
Federation Housing 1509 Ashbourne Rd 93 Units	1-46003-099-X
400 Deaver Rd	1-46003-110-X
Commerce Bank	1-46003-089-3J
Lublin Walsh SLD New 2nd St	1-46003-102-3J
426 Laurel Ave	1-46003-085-3J
7327 and 7329 Keenan Street	1-46003-099-X
1730 & 1740 E. Willow Grove Ave	1-46003-108-3m
Cedarbrook Plaza - Davita Dialysis	1-46003-111-3J
Cedarbrook Plaza Laundromat	1-46003-112-3J
2013 CMP (June 27, 2013)	
1347 Cheltenham Ave	1-46003-150-3J
Wawa @ 309 & Limekiln Pike	1-46003-163-3J
125-131 Roberts Ave (Roberts Block)	1-46003-156-3J
1333 Cheltenham Ave	1-46003-157-3J
139 Tookany Creek Parkway	1-46003-160-X
422 Rice's Mill Rd	1-46003-154-X

2015 CMP

DEVELOPMENT NAME	DEP CODE NO.
Curtis Hall	1-46003-196-3J
Wyncote Commons (827 Glenside Ave)	1-46003-161-X
129 S. Easton Road (Glenside Hardware)	1-46003-181-X
Asbourne Meadows (fmr Asbourne Country Club)	1-46003-169-3J
Wyngate Development (Phase II)	1-46003-165-3J
Cheltenham Mall	1-46003-172-X
2015 Unallocated	
135 Tookany Creek Parkway	1-46003-166-X
8000 Old York Road	1-46003-167-X
418 Accomac Road	1-46003-164-X
101 Limekiln Pike	1-46003-171-X
Cedarbrook Middle School	1-46003-170-X
827 Glenside Ave	1-46003-161-X
8254 Old York Rd	1-46003-176-X
409 West Cheltenham	Relief
120 S. Keswick Ave	Relief
510 Township Line Rd	1-46003-175-X
1829 Cheltenham Ave	1-46003-176-X
8110B Old York Road	1-46003-174-X
118 Old Soldier's Road	1-46003-179-X
7402B Front Street	Relief
401 Cheltenham Ave	Relief
107B S. Easton Rd	Relief
7906 High School Rd	1-46003-177-X
119-131 and 135-147 Greenwood Ave.	Relief
Dunkin Donuts 1403 Cheltenham Ave	1-46003-182-X
300 Ryers Rd	1-46003-180-X
302 Ryers Rd	Relief
17 Limekiln Pike	1-46003-187-X
8031 Old York Road	1-46003-184-X
7827 Old York Road	1-46003-188-X
7770 Montgomery Ave	1-46003-200-3J
835 Glenside Ave	1-46003-189-X
8003 Old York Rd	Relief
11 S. Easton Rd (Wolfstone Brewing)	1-40006-191-3J
Melrose Court Apts (20 1-bdrm and efficiencies)	1-46003-192-X
269 S. Easton Rd.	1-46003-195-X
57 Keswick Ave (Bills BBQ)	1-46003-193-X
8009 Old York Rd	Relief
7400 Front St	1-46003-201-X
630 Woodland Ave	1-46003-206-X
445 W. Cheltenham Ave	1-46003-202-X
211 Glenside Ave	1-46003-207-X
7906 High School Rd., Magnolia Market	1-46003-203-X
8080 Old York Rd., Suite 224	1-46003-205-X
310 S. Easton Rd., PT Office	1-46003-204-X

TABLE 1

BOROUGH OF JENKINTOWN
SANITARY SEWER
2015 EDU ALLOCATION

UNALLOCATED PORTION

Initial amount EDUs		25.01	Reallocated
Minus Beauty Salon	713 West Ave.	1.51	
Minus Beaver Hill Condo	100 West Ave.	1.5	
Minus Dr. Roth's Office	500 Old York Rd.	1.44	
Minus Marinetta Serotta	700 West Ave.	1.52	
Minus Our Family Café	709 West Ave.	1.33	
Minus Lustig	222 York Rd. (2 nd floor)	0.86	
Minus SEPTA	Store House at West Ave.	0.3	
Minus Lustig	226 York Rd. (1 st floor)	0.86	
Minus 308 LLC	308 York Rd.	2.85	
Minus Noble Heart Gallery	222 York Road (1 st floor)	0.25	
Minus Dress Shop	226 York Rd. (2nd floor)	0.7	
No increase	500 York Road, Suite 102	0	
Minus The Art of It	315 York Road	0.48	
Minus Freda's Closet	319 York Road	1.14	
No increase	453 Johnson Street, Suite 200	0	
No increase	314 Cottman Street	0	
Minus dance studio	208 / 210 York Road	0.71	
No increase	505 York Road	0	
No increase	303 Leedom Street	0	
No increase	715 Greenwood Avenue	0	
No increase	740 Yorkway Place	0	
No increase	303 York Road	0	
No increase	475 York Road	0	
No increase	604 West Avenue	0	
No increase	605/607 West Avenue	0	
No increase	118 York Road	0	
No increase	605 West Avenue	0	
Minus Assembly/Exhibition Hall	208/210 York Road	[1.49]	0
Minus Dance Studio	325 York Road	0.57	
No increase	117 York Road	0	
No increase	500 York Road, Suite 230	0	
No increase	500 York Road, Suite 200	0	
No increase	505 York Road, Unit 08A	0	

TABLE 1

**BOROUGH OF JENKINTOWN
SANITARY SEWER
2015 EDU ALLOCATION**

UNALLOCATED PORTION

Initial amount EDUs		25.01	Reallocated
Minus Beauty Salon	713 West Ave.	1.51	
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Minus Lustig	222 York Rd. (2 nd floor)	0.86	
Minus SEPTA	Store House at West Ave.	0.3	
Minus Lustig	226 York Rd. (1 st floor)	0.86	
Minus 308 LLC	308 York Rd.	2.85	
Minus Noble Heart Gallery	222 York Road (1 st floor)	0.25	
Minus Dress Shop	226 York Rd. (2nd floor)	0.7	
No increase	500 York Road, Suite 102	0	
Minus The Art of It	315 York Road	0.48	
Minus Freda's Closet	319 York Road	1.14	
No increase	453 Johnson Street, Suite 200	0	
No increase	314 Cottman Street	0	
Minus dance studio	208 / 210 York Road	0.71	
No increase	505 York Road	0	
No increase	303 Leedom Street	0	
No increase	715 Greenwood Avenue	0	
No increase	740 Yorkway Place	0	
No increase	303 York Road	0	
No increase	475 York Road	0	
No increase	604 West Avenue	0	
No-increase	605/607 West Avenue	0	
No increase	118 York Road	0	
No increase	605 West Avenue	0	
Minus Assembly/Exhibition Hall	208/210 York Road	{1.49}	0
Minus Dance Studio	325 York Road	0.57	
No increase	117 York Road	0	
No increase	500 York Road, Suite 230	0	
No increase	500 York Road, Suite 200	0	
No increase	505 York Road, Unit 08A	0	

No increase	714 West Avenue	0	
No increase	425 York Road	0	
No increase	209 Leedom Street	0	
No increase	615 West Avenue	0	
No increase	455 York Road	0	
Minus Nail Salon	812 West Avenue	0.46	
No Increase	723 West Avenue	0	
Plus Withdrawn Allocation	600/602 Greenwood Avenue	0	8.57
No increase	201 Leedom Street	0	
No increase	319 York Road	0	
No increase	309 York Road, Phase 1 Restaurant	0	
Minus Brew Pub	208/210 York Road	4.1	
No increase	505 York Road, Suite 103	0	
No increase	705 West Avenue	0	
No increase	471 York Road	0	
Additional EDUs 11/20/13	Unallocated	0	5
No increase	807 Greenwood Ave	0	
No Increase	453 Johnson Street, Suite 100	0	
No Increase	505 York Road, Suite L06	0	
Minus NOVACARE	455 York Road	0.19	
No Increase	510 West Avenue	0	
Minus Dentist Office	509/515 York Road	1.07	
No Increase	401 York Road	0	
Minus SOL Studio	409 York Road	0.01	
No Increase	463 York Road	0	
No Increase	479 York Road	0	
No Increase	205 Leedom Street	0	
Minus 314 York Road	314 York Road (Pizza Shop)	1.47	
No Increase	713 West Avenue	0	
No Increase	701 West Avenue	0	
No Increase	723 West Avenue (Cupcakery)	0	
Minus Nail Salon	419 York Road	0.47	
Minus 207 West Avenue	207 West Avenue (single family home)	1	
Minus 425 York Road	425 York Road (Styles of Elegance)	0.21	
Minus 315 York Rd (West Ave. Grille Catering) - (Never opened)	315 York Rd (West Ave. Grille Catering)	0	0
Balance remaining, EDUs		0.01	13.57

Total Remaining, EDUs

13.58

TABLE 2

**BOROUGH OF JENKINTOWN
SANITARY SEWER
2015 EDU ALLOCATION**

EDUS TO BE RE-ALLOCATED

		Approved	Connected	Remaining	Re-allocated
AAA Care Care Center	93 York Road	3		3	3
Glanzmann Service Cent	101 York Road	3	1.46	1.54	1.54
Retail	117 York Road	1		1	1
Brew Pub	210 York Road	6	4.1	1.9	1.9
Office/Retail	216 York Road	1		1	1
Event Center	309 York Road	4	0.38	3.62	3.62
Dollar Store	455 York Road, Suite A	1	0.74	0.26	0.26
Helwig Funeral Home	461 York Road	5		5	5
Goodman Properties	471 York Road	5		5	5
Restaurant	501 York Road	4	0.67	3.33	3.33
Retail/Office	610 York Road	4		4	4
Professional Suite	680 York Road	3		3	3
	215 York Road		0.49		
Midgard Properties	720 Greenwood Ave			0	0
a. Condos		7.5		7.5	7.5
b. Retail		2		2	2
TOTALS		50	7.84	42.16	42.16
Summit House Apts		33.31			
REMAINING		8.85			
Unallocated Carry over		13.58			
Total Available EDUs		22.43			

TABLE 3

BOROUGH OF JENKINTOWN
 SANITARY SEWER
 2015 EDU ALLOCATION

REMAINING

		Approved
AAA Care Care Center	93 York Road	0
Glanzmann Service Cent	101 York Road	0
Retail	117 York Road	0
Brew Pub	210 York Road	0
Office/Retail	216 York Road	0
Event Center	309 York Road	0
Dollar Store	455 York Road, Suite A	0
Helwig Funeral Home	461 York Road	0
Goodman Properties	471 York Road	0
Restaurant	501 York Road	0
Retail/Office	610 York Road	0
Professional Suite	680 York Road	0
	215 York Road	0
Midgard Properties	720 Greenwood Ave	0
a. Condos		0
b. Retail		0
TOTALS		0
REALLOCATED		42.16
Summit House Apts		33.31
REMAINING		8.85
Unallocated Carry over		13.58
Total Available EDUs		22.43

TABLE B3

**Abington Township Wastewater
Land Development & Property Renovation Status By Meter Site
As of December 20, 2018**

MAP ID #	Cheltenham Development	Drainage Area	Meter Site	# EDU Assigned	Previous # EDU In Use	# EDU Connected In 2018	# EDU Available	Projected EDU Connections						
								2019	2020	2021	2022	2023		
ABINGTON TOWNSHIP TO CHELTENHAM:														
AP01	Cadwalder Commercial	CHELT	Cadwalder	25	0	0	25	0	0	0	4	4		
Total				25		Total	25	0	0	0	4	4		
								Additional Flow (MGD)		0.000	0.000	0.000	0.001	0.001
								Maximum Monthly Flow (add'l flow X 1.21)		0.000	0.000	0.000	0.001	0.001
AP02	Fisher Residential	CHELT	Fisher	5	0	0	5	0	0	1	1	1		
AP29	Holmcrest Road Residential	CHELT	Fisher	1	0	0	1	0	0	1				
AR07	130 Fisher Rd. (Joby Koloson) [Completed]	CHELT	Fisher	1	1	0	0							
Total				7		Total	6	0	0	2	1	1		
								Additional Flow (MGD)		0.000	0.000	0.001	0.000	0.000
								Maximum Monthly Flow (add'l flow X 1.21)		0.000	0.000	0.001	0.000	0.000
AP09	Highland Vacant Lots	CHELT	Highland	8	0	0	8	1	1	1	1	1		
AP10	Highland Apartments	CHELT	Highland	50	0	0	50	0	0	0	0	10		
AP11	Standard Press Steel Apartments (reallocate 5 EDU to Switchville)	CHELT	Highland	320	0	0	320	0	0	0	0	50		
AN19	Switchville Crossing - Proposed Office/Day Care Bldg. 2 (Reallocate 1 EDU from Keswick Commercial AP05)	CHELT	Highland	10	9	0	1	0	1					
AN19	Switchville Crossing - Proposed Food (Former PECO Wyncoia Stn) (Reallocate 4 EDU from Keswick Commercial AP05)	CHELT	Highland	4	0	0	4	0	0	4				
							Total	378	1	2	5	1	81	
								Additional Flow (MGD)		0.000	0.001	0.001	0.000	0.016
								Maximum Monthly Flow (add'l flow X 1.30)		0.000	0.001	0.002	0.000	0.021
AN02	St. Basils (Manor College Apartments)	CHELT	Jenkintown	160	0	0	160	0	0	0	0	0		
AN06	1013 Fox Chase Rd (Saint Michael's)	CHELT	Jenkintown	5	3	0	2	2						
AN08	869 Jenkintown (Kozlowski) [Completed]	CHELT	Jenkintown	1	1	0	0							
AP04	Jenkintown Rd. Commercial (Reallocate 10 EDU to Fill-In & SubDiv)	CHELT	Jenkintown	240	0	0	240	0	5	5	5	5		
AP12	Cedar & Fox Chase Residential	CHELT	Jenkintown	480	0	0	480	0	0	0	50	50		
AP13	Jenkintown Rd. OLDS & Vacant Lots	CHELT	Jenkintown	3	0	0	3	0	1	1	1	1		
AP14	Cedar Rd. (Denish Residential)	CHELT	Jenkintown	10	0	0	10	0	1	1	1	1		
AP15	Cedar & Cedar Glenn Residential	CHELT	Jenkintown	10	0	0	10	0	2	2	2	2		
AP16	Alverthorpe Park	CHELT	Jenkintown	50	0	0	50	0	0	2	2	2		
AP21	Shelmire OLDS	CHELT	Jenkintown	2	0	0	2	0	1	1				
AP34	Chancellor Vacant Fill-in (Reallocate from AP04-Commercial) [Completed]	CHELT	Jenkintown	1	1	0	0							
AR01	800 Fox Chase Rd (Manor Jr. College) Jenkintown Vacant Fill-in (Reallocate from AP04-Commercial)	CHELT	Jenkintown	16	0	0	16	0	0	0	0	16		
	Jenkintown 1146 Fox Chase SubDiv. (Reallocate from AP04)	CHELT	Jenkintown	5	0	0	5	1	1	1	1	1		
		CHELT	Jenkintown	4	0	0	4					4		
							Total	982	3	11	13	62	81	
								Additional Flow (MGD)		0.001	0.003	0.003	0.016	0.021
								Maximum Monthly Flow (add'l flow X 1.29)		0.001	0.004	0.004	0.021	0.028

TABLE B3
Abington Township Wastewater
Land Development & Property Renovation Status By Meter Site
As of December 20, 2018

MAP ID #	Cheltenham Development	Drainage Area	Meter Site	# EDU Assigned	# EDU In Use	# EDU Connected in 2018	# EDU Available	2019	Projected EDU Connections			
									2020	2021	2022	2023
AN01	Salisbury Medical	CHELT	Keswick	24	0	0	24	0	0	0	0	24
AP05	Keswick Commercial (Reallocate 28 EDU to Switchville Crossing)	CHELT	Keswick	260	0	-28	278	5	5	10	10	10
AP17	New Life Church	CHELT	Keswick	20	0	0	20	0	0	0	5	5
AP18	Keswick Apartments (Reallocate 4 EDU to Fill-in)	CHELT	Keswick	196	0	0	196	0	0	10	10	5
AP19	Keswick Elderly Apartments	CHELT	Keswick	44	0	0	44	0	0	5	2	2
AP36	2691 Mt. Carmel SubDiv (Reallocate from AP18-Keswick Apts) [Completed]	CHELT	Keswick	1	?	0	0					
AP37	2130 Mt. Carmel SubDiv (Reallocate from AP18-Keswick Apts)	CHELT	Keswick	1	0	0	1	1				
AR10	2323 Weldon (from 2312 Jenkintown -Conti Residence) [Completed]	CHELT	Keswick	1	1	0	0					
AR11	Keswick Vacant Fill-in (from AP18) Arnaud Herling Residence	CHELT	Keswick	1	0	0	1	1				
	Keswick Vacant Fill-in (Reallocate from AP18) Remaining Balance of 4 EDU	CHELT	Keswick	1	0	0	1	1				
Total							555	8	5	25	27	46
Additional Flow (MGD)								0.002	0.001	0.007	0.007	0.012
Maximum Monthly Flow (add'l flow X 1.37)								0.003	0.002	0.009	0.010	0.017
AP06	Perry Commercial	CHELT	Perry	5	0	0	5	1	1	1	1	1
AP20	Perry Vacant Lots	CHELT	Perry	10	0	0	10	1	1	1	1	1
AR06	Church Rd. Subdivision - Dean Kergides	CHELT	Perry	1	0	0	1	0	0	1		
Total							16	2	2	3	2	2
Additional Flow (MGD)								0.001	0.001	0.001	0.001	0.001
Maximum Monthly Flow (add'l flow X 1.22)								0.001	0.001	0.001	0.001	0.001
AN09	397 Stewart (Switchville Tavern)	CHELT	Stewart	1	0	1	0					
AN11	Abington Hospital Medical Offices	CHELT	Stewart	25	0	0	25	0	0	0	12	13
AP08	Stewart Commercial	CHELT	Stewart	250	0	0	250	2	2	2	2	2
AP22	Stewart Vacant Lots	CHELT	Stewart	20	0	0	20	1	1	1	1	1
AP23	Stewart OLDS	CHELT	Stewart	11	0	0	11	1	1	1	1	1
AP24	Copper Beach Elementary Addition	CHELT	Stewart	10	0	0	10	0	0	0	2	2
AP25	Abington Hospital Addition	CHELT	Stewart	200	0	0	200	0	0	0	5	5
AP26	Abington High School Addition (9 EDU held in reserve)	CHELT	Stewart	25	0	0	16	0	0	16		
	Stewart Vacant Fill-in (Reallocate from AP08-Commercial) Balance of 4 EDU	CHELT	Stewart	3	0	0	3	1	1	1		
AR12	Stewart Vacant Fill-in (from AP08) 650 Pleasant Residence	CHELT	Stewart	1	0	0	1	1				
AN19	Switchville Crossing - L A Fitness Bldg. 1 (update to current flows)	CHELT	Stewart	27	17	10	0					
	(Reallocate 10 EDU from Keswick Commercial AP05)											
AN19	Switchville Crossing - Bernies Bldg. 3 (update to current flows)	CHELT	Stewart	14	1	13	0					
	(Reallocate 13 EDU from Keswick Commercial AP05)											
Total							538	6	5	21	23	24
Additional Flow (MGD)								0.002	0.001	0.008	0.006	0.008
Maximum Monthly Flow (add'l flow X 1.31)								0.002	0.002	0.007	0.008	0.008

Appendix C: Municipal Adoption



Appendix D: County Planning Commission/Health Department Comments



Appendix E: Public Notice



Appendix F: Certified Letters and Receipts



Appendix G: Comments and Responses

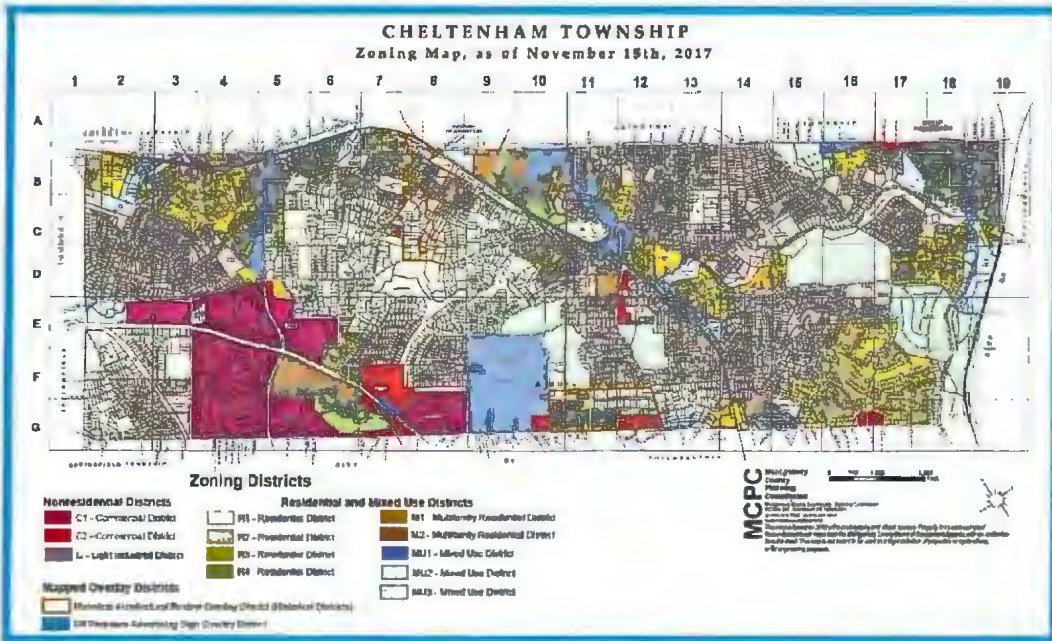




Cheltenham Township, Montgomery County, Pennsylvania

Act 537 Special Study

October 16, 2019





Agenda

- Purpose of the Act 537 Special Study
- Content
- Process
- Next Steps
- Questions



Purpose of the Act 537 Special Study

- Required by PADEP

Sale of facilities is not likely addressed in previous studies

Current document to “assure that the purchase and management of the facility adequately meets existing and future disposal needs of the residents so the areas served by the system being sold” (PADEP, Winter Newsletter 2018)



Content of the Act 537 Special Study

- Description of the facilities
 - Address any changes in areas served
- Evaluation of Alternatives
- Municipal, regulatory and O&M responsibilities
- Institutional arrangements to implement the alternative
 - Agreements, action by the PUC, or other legal actions

Schedule of Implementation

- Municipal Adoption including Twp. Planning Commission
- County Planning Commission/Health Department
- Comments
- Public Notice



Act 537 Special Study Process

- Develop draft Special Study Document – completed
 - Courtesy copies have been issued to Abington and Jenkintown
 - Issue Notice for Public Comment
 - In local newspapers – 30 day review and comment period
 - Distribute for public comment
 - Township Planning Commission
 - Montgomery Co Dept. Health and Planning
 - Abington and Jenkintown
 - At conclusion of 30 day comment period - combine draft SS with comment documents and public notice
 - Submit to PADEP for review and comment
 - Comments may be issued
 - Finalize document and resubmit to PADEP
- Note: WQM permits will not transfer until SS is approved by PADEP.



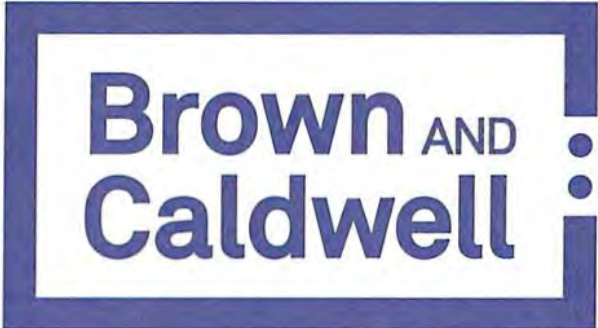
Next Steps

- Issue Public Notice for 30 day comment period
- Distribute hard copies of the Special Study for review
 - Montgomery County Planning
 - Montgomery County Department of Health
 - Abington
 - Jenkintown
- Obtain comment letters and resolutions from Boards and Planning Commissions
- Combine documents into draft submission to PADEP
- Obtain comments from PADEP
- Finalize and resubmit to PADEP



Thank you.
Questions?

Brown AND
Caldwell





LAND USE COMMITTEE

AGENDA ITEM

January 29, 2020

DATE

Engineering

DEPARTMENT

LU-01-021320

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Subdivision Application SD-19-04,1528 and 1540 Bryant Lane, Meadowbrook, PA - Bruce Fishberg and Paul & Mary Sanford

EXECUTIVE SUMMARY:

The applicant seeks approval to relocate an existing shared property line. The proposed plan would reduce 1540 Bryant Lane, owned by Mary & Paul Sanford by 3,617 square feet. The adjoining property located at 1528 Bryant Lane would have an increase in lot area of the the same 3,617 square feet. No new construction or new building lots are proposed with this plan. The properties are zoned within the R-1 Residential District of Ward #1 of the Township of Abington.

PREVIOUS BOARD ACTIONS:

Planning Commission recommended approval of the Subdivision Application at their regularly scheduled meeting on December 18, 2019.

RECOMMENDED BOARD ACTION:

Consider approving the Subdivision Application for a lot line change for the properties located at 1528 and 1540 Bryant Lane, Meadowbrook, PA.



PLANNING COMMISSION RECOMMENDATION FORM

APPLICANT INFORMATION:

SD-19-04
Application Number

December 18, 2019
Date

Mr. Bruce Fishberg
Name

1528 Bryant Lane, Meadowbrook, Pa. 19046
Full Address:

Overview: The applicant seeks approval to relocate the existing shared property line between 1528 & 1540 Bryant Lane. 3,617 square feet is proposed to be transferred from 1540 Bryant lane to 1528 Bryant Lane. No new construction is proposed with the application.

Requested Waivers:


See Attached List:

- Section 146-11.A.4: Property Identification Plan- List of neighboring properties W/l a 400 foot radius.
- Section 146-11.B.3 & 7: Existing Features Plan-Utilities & property information W/l o 400 foot radius
- Section 146-11.B. 8 & 9: Existing Features Plan- Soil Identificotian & Steep Slope Identificotian
- Section 146-11.L: Architectural Plan- No Development Proposed.
- Section 146-24.4: Streets- Right-of-Way Width
- Section 146-27: Sidewalks & Curbs-No curbing or sidewalks exist within this block.
- Section 146-38 & 39: Installation of Street Lights & Street Trees.
- Section 146-41.4: Fire Hydrant Installation

PLANNING COMMISSION COMMENTS AND RECOMMENDATIONS:

The Planning Commission recommends approval of the waivers requested and the plan as submitted.

Comments and/or Conditions:

<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	VOTE: 7 OF 7
Signature: <u></u>		Date: <u>12/18/19</u>



Township of Abington

Engineering & Code Department

Wayne C. Luker, President
Steven N. Kline, Vice President

Richard J. Manfredi, Manager
Amy R. Montgomery, P.E., Director

Subdivision & Land Development Notice Plan Review SD-19-04

Notice is hereby given that the Township of Abington will hold the following public meetings at the Abington Township Administration Building (1176 Old York Road) Planning Commission, Engineering & Code Committee and Board of Commissioners, to discuss the application of **Mr. Bruce Fishberg**.

MEETINGS	DATE AND TIME
Planning Commission Committee	December 18, 2019 @ 7:30 p.m.
Engineering & Code Committee	No Committee Meetings in January
Board of Commissioners	January 9, 2020 @ 7:30 p.m.

This is the application of **Bruce Fishberg**, owner of the property located at 1528 Bryant Lane, Meadowbrook, Pa. Mr. Fishberg has submitted a simple subdivision application that would relocate an existing shared property line between 1528 and 1540 Bryant Lane. The proposed plan would reduce 1540 Bryant Lane, owned by Mary & Paul Sanford by 3,617 square feet. The adjoining property located at 1528 Bryant Lane would have an increase in lot area of the same 3,617 square feet. 1540 Bryant Lane will remain in compliance with the requirement of the Zoning Ordinance. Several of the existing legal non-conforming conditions on 1528 Bryant Lane will be improved. No new construction or building lots are proposed with this plan. The properties are zoned within the R-1 Residential District of Ward #1 of the Township of Abington.

If there are any questions and/or comments that you may have, please feel free to contact me at 267-536-1010.

Mark A. Penecale
Planning & Zoning Officer
Township of Abington

- ***These meetings are subject to change if additional review time is required by Township Staff or requested by the applicant.***

APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT

PROJECT TITLE: PROPOSED LOT LINE CHANGE 1528 AND 1540 BRYANT LANE

APPLICANT NAME: BRUCE FISHBERG, OWNER of 1528 Bryant Lane

TO BE COMPLETED BY THE TOWNSHIP

Submission Information:

Application Number: SD 19-04

Date Complete: _____

Received By: M.A. PENEKALIS

90 Day Date: _____

File Date: 11/19/19

Ward No. _____

REQUIRED MATERIAL FOR ALL SUBDIVISION/LAND DEVELOPMENT APPLICATIONS:

1. This form **MUST** be completed and submitted.
2. A Subdivision/ Land Development Application **MUST** include all of the items listed in the application checklist in Section V to be considered complete.
3. Incomplete application will **NOT** be placed on the Planning Commission agenda. Incomplete applications will be returned to the applicant.
4. Complete applications must be received at least 45 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard
5. One (1) digital copy, ten (10) full size paper copies, and one (1) 11x17 reduced copy of the plans, plus three (3) copies of each report or study are to be submitted in the initial submission of the complete application.

***It is highly encouraged to submit applications in a digital format**

**ESCROW AGREEMENT FOR PROFESSIONAL REVIEW FEES
FOR PRE-SUBMISSION MEETING**

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Township's Planner, Engineer(s), and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Township. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or \$250, whichever is greater, the Township may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signature: B. Ashley Rose Date: 11/19/19
Applicant

signature Mary Carolyn Sanford Date Nov. 19, 2019

I. CONTACT INFORMATION

**Applicant
Information**

BRUCE FISHBERG (ALSO PROPERTY OWNER)

Name

1528 BRYANT LANE, MEADOWBROOK PA 19046

Address

215-620-0020

Phone

Fax

BFISHBERG@COMCAST.NET

Email Address

**Property
Owners
Information
(if different
than applicant)**

PAUL E. & MARY C. SANFORD

Name

1540 BRYANT LANE, MEADOWBROOK PA 19046

Address

Phone

Fax

Email Address

**Architect/
Planner**

N/A

Name

Address

Phone

Fax

Email Address

**Engineer/
Surveyor**

McNEILL LAND SURVEYING, LLC ATTENTION: PETER L. McNEILL, PLS

Name

PO BOX 371, ABINGTON PA 19001

Address

**Engineer/
Surveyor
Cont'd**

215-885-9885

Phone

Fax

MCNEILLSURVEY@COMCAST.NET

Email Address

Attorney

N/A

Name

Address

Phone

Fax

Email Address

II. PROJECT INFORMATION

Application Type:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Minor Land Develop. | <input type="checkbox"/> Preliminary Major SD & LD |
| <input type="checkbox"/> Preliminary Major Subdivision | <input type="checkbox"/> Prelim. Major Land Develop. | <input type="checkbox"/> Final Major SD & LD |
| <input type="checkbox"/> Final Major Subdivision | <input type="checkbox"/> Final Major Land Develop. | |

Full street address of the property: 1528 & 1540 BRYANT LANE, MEADOWBROOK PA 19046

Tax Parcel No.: 30-00-05704-00-8 County Deed Book No.: 5974 Page No.: 2537

Description of Proposed Work: LOT LINE CHANGE BETWEEN THE TWO SEPARATELY OWNED PARCELS

Total Tract Acreage: _____ Project Acreage: _____

Zoning District: R-1 Existing Number of Lots: 2 Proposed Number of Lots: 2

Existing Sewer Flows: 2 EDUs Proposed Sewer Flows: 2 EDUs

Proposed Land Use:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Single Family Detached | <input type="checkbox"/> Single Family Attached | <input type="checkbox"/> Single Family Semi-Detached |
| <input type="checkbox"/> Multi-Family | <input type="checkbox"/> Commercial | <input type="checkbox"/> Office |
| <input type="checkbox"/> Other (Describe): _____ | | <input type="checkbox"/> Industrial |

III. REVIEW

Please complete the following section by circling a response:

- Have you met with the Zoning Officer regarding this plan? Yes No
- Are there known variances/any zoning relief necessary for this project? Yes No
EXISTING-NON CONFORMING CONDITIONS
- If YES, have you submitted an application to the Zoning Hearing Board? Yes No
- Has this plan been heard by the Zoning Hearing Board? Yes No

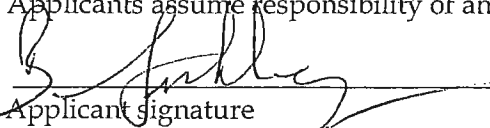
*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Township a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

It is recommended that ALL Land Development and Major Subdivision applications have a pre-submission meeting to discuss the project prior to full application submittal.

Minor Subdivision applications may request a pre-submission meeting; if one is desired.

Meetings are held the fourth Tuesday of each month beginning at 9:30 a.m. at the Township Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.


Applicant signature

11/19/19
Date

To schedule a pre-submission meeting, please contact the office of the Township Manager at 267-536-1003 or email TCastorina@abington.org

IV. WAIVERS

List of Requested Waivers: Attach separate sheet if required.

Section/Requirement:

146-11 A. (4) Tract boundaries with tax parcel numbers, owner's names and approximate acreage of lots surrounding any portion of the site for a distance of 400 feet **+**

146-11 B. (3) The location of property lines and names of landowners within 400 feet of any part of the site to be subdivided or developed

146-11 B. (7) The location, size and ownership of all underground and above ground public or private utilities, on the site and within 400 feet of any portion of the site **+**

146-11 B. (9) (a) and (b) Soil identification

146-11 B. (8) (d) Steep slope identification

Relief Requested:

Immediate adjoining and property information provided; waive the 400 foot radius

Immediate adjoining and property information provided; waive the 400 foot radius

Immediate adjoining utility information provided; waive the 400 foot radius

Soil identification

Steep slope identification

V. SUBMISSION

APPLICATION CHECKLIST

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Applications for the Township of Abington.

- Application Form: completed and signed by the owner/applicant
- 10 (ten) copies of the proposed plan, folded to legal file size. Plan should not be smaller than 1" = 50' and not exceed a sheet size of 24"x 36"
- One (1) reduced copy of the proposed plan, no larger than 11"x17"
- One (1) Digital PDF file of the proposed plan
- Two (2) sets of tentative architectural plans for all applications proposing construction or land development
- One (1) copy of the Recreation Facilities Plan (if required by §146-40)
- Letter of Sanitary Sewer availability from the Township Wastewater Treatment Department
- Two (2) copies of Sewage Facilities Planning Module Applications
- Letter of Water availability from AQUA PA
- One (1) copy of any previous Zoning Hearing Board decisions related to the subject property
- Application Fee: Check made payable to the Township of Abington
- Escrow Fee: Check made payable to the Township of Abington. Separate check from application fee

VI. SIGNATURE

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct, and complete.

B. J. ...
Signature of Applicant

11/19/19
Date

Mary Carolyn Sanford

11/19/19
Date

Signature of Property Owner (if different than applicant)

THE FOLLOWING IS FOR INTERNAL USE ONLY: SD-19-04

PAYMENT

Application Fee Amount: \$ 300⁰⁰ Check No.: # 9493

Review Escrow Fee Amount: \$ 2500⁰⁰ Check No.: # 9494

DECISION INFORMATION

Approval Denial Decision Date: _____

Comments/Conditions:

Rec # 457482

Rec # 457483

PLANNING PROCESS EXTENSION AGREEMENT
FOR

PROJECT NAME

The Pennsylvania Municipality Planning Code (MPC) and the Abington Township Subdivision and Land Development Ordinance state that action must be taken by the Township within ninety (90) days after a complete application is filed with the Township. In the Township, complicated, unique, and community impactful projects have or may require additional time in order to complete a thorough review before being considered for approval. As such, an applicant may voluntarily waive the timing requirement at any time, but is encouraged to submit this waiver with the completed application.

I, the applicant, hereby voluntarily waive the timing requirement as set forth in the MPC (Section 53 P.S. 10508) and the Abington Township Subdivision and Land Development Ordinance (Section 146-13). Applicant acknowledges that this waiver can be revoked at any time upon written notice to the Township Manager. The time limitations set forth in 53 P.S. 10508 and Section 146-13 of the Abington Township Code shall be calculated from the date that the written revocation is received by the Township Manager.

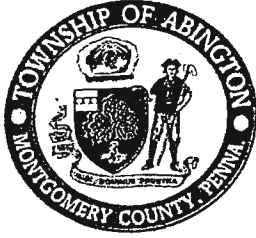
Signed: B. Ashley Thompson Smith
Applicant

Date: 11/19/15

Signature Paul Sanford Mary Carolyn Sanford

Received: _____
Township

Date: _____



Township of Abington

Engineering & Code Department

Wayne C. Luker, President
Steven N. Kline, Vice President

Richard J. Manfredi, *Manager*
Amy R. Montgomery, *P.E., Director*

Peter L. McNeill, PLS
McNeill Land Surveying, LLC
P. O. Box 304
Abington, Pa. 19001

December 3, 2019

Re: Subdivision Application SD-19-04 for the properties located at 1528 & 1540 Bryant Lane, Meadowbrook, Pa. 19046-1902.

Dear Mr. McNeill,

The plan "Dated November 18, 2019" of the properties located at 1528 and 1540 Bryant Lane, Meadowbrook, Pa. submitted for the relocation of the shared property line has been reviewed. The following is list of zoning review comments that are required to be addressed to the satisfaction of the Board of Commissioners of the Township of Abington.

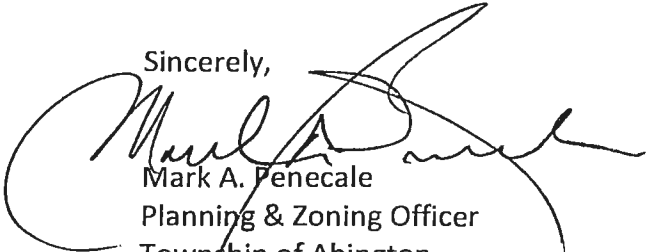
1. There is one noted existing nonconformity for 1528 Bryant Lane listed within the zoning tabulation chart that is permitted to remain without the need of Zoning Hearing Board relief. That is the existing front yard setback of 46.7 feet. The front yard setback is required to be a minimum of 50 feet as per the requirements of section 302, Figure 6.1 of the Zoning Ordinance.
2. Two other noted existing nonconformities on 1528 Bryant Lane that will remain nonconforming, but will have the nonconformity decreased with the approval of this plan. They are as follows: The Lot Area of 1528 Bryant Lane will be increased from 30,161 square feet to 33,789 square feet. Minimum lot area within the R-1 Residential District is 1 acre. The width of 1528 Bryant Lane will be increased from 117.4 feet to 134.7 feet. The lot width is measured at the building setback line and is required to be 200 feet within the R-1 Residential District, as per the requirements of section 302, Figure 6.1 of the Zoning Ordinance.
3. The zoning tabulation chart is required to be revised to show that the Minimum Building Separation of 40 feet between the principal buildings is in compliance, at 69.3 feet, with the requirements of Section 302 of the Zoning Ordinance of the Township of Abington.
4. The location of the existing accessory building on 1528 Bryant Lane will have to be addressed if this plan is approved. The current location of the accessory building

complies with the requirements of Section 2103.A, Use A-22.3 of the Zoning Ordinance. However, if this plan is approved, the lot area of 1528 Bryant Lane will be increased to .775 of acre, requiring the accessory building to be 10 feet from the side property line. The accessory building can be relocated on the property to comply with requirement of Zoning Ordinance, removed from the property or dimensional relief may be requested from the Zoning Hearing Board of the Township of Abington.

5. This application has been reviewed as a final minor subdivision plan as per the requirements of Section 146-9.B of the Subdivision & Land Development Ordinance of the Township of Abington. As such, the plan lists the request for five waivers.
6. In addition to the five waivers listed on the plan and within the application, I would suggest the applicant consider requesting the following waivers:
 - a. Section 146-11.L – Architectural Plan: No development is proposed.
 - b. Section 146-24 – Minimum Residential Street Right-of-Way Width of 50 feet & a cartway width of 30 feet.
 - c. Section 146-27 – Installation of Sidewalks & Curbing.
 - d. Section 146-38 – Installation of Street Lighting
 - e. Section 146-39 – Installation of Street Trees (8)
 - f. Section 146-41.B.4.d – Installation of a Fire Hydrant.
7. A revised waiver request letter is required to be submitted and the additional waivers must be listed on the plan set.
8. In the event that this application is approved, please refer to the Land Use & Development Guide Book for recording and deed registration information.
9. The Township Acknowledgements must be relocated to the edge of the plan sheet so as to permit the Township Seal to be affixed.
10. The Subdivision Application Number SD-19-04 must be added to the plan sheet.
11. A submission date and all revision dates must be added to the plan sheet.

In the event that you have any questions, please feel free to contact me at 267-536-1010.

Sincerely,



Mark A. Penecale
Planning & Zoning Officer
Township of Abington

Cc: Amy Montgomery, P.E. Director of the Engineering & Code Department
File Copy (2)

- NOTES:**
1. JOINDER INFORMATION SHOWN UNDER FEEDS OF RECORD, PLANS AND FIELD SURVEYS PERFORMED BY GENERAL LAND SURVEYING, LLC DURING NOVEMBER 2018.
 2. SURVEYING RECORDS SHOWN UNDER FEEDS SURVEYS PERFORMED BY MGNELL & SANFORD, LLC DURING NOVEMBER 2018.
 3. SEARING MARKS FOR THE SURVEY AS SHOWN ARE FOR INFO.
 4. VERTICAL DATUM BASED ON ADAMSTOWN TOWNSHIP DATUM POINT 17070.
 5. REFERENCED PLANS:
 - A. PROPERTY SURVEY MAP FOR ONLY A WAIVER DATED JULY 10, 1973.
 - B. PLAN OF CONVEYED RIGHTS TO THE TOWNSHIP OF MONTGOMERY COUNTY RECORD OF DEEDS IN PLAN BOOK 9-33 PAGE 74.
 - C. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - D. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - E. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - F. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - G. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - H. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - I. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - J. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - K. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - L. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - M. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - N. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - O. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - P. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - Q. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - R. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - S. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - T. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - U. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - V. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - W. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - X. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - Y. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 - Z. VARIANCE RECORD PLAN FOR ONLY A WAIVER DATED JULY 10, 1973.
 6. LOCATION OF UNDEVELOPED LOTS, IF CONVEYED, ARE APPROXIMATE. ALL LOCATIONS AND SIZES ARE BASED ON THE SURVEY RECORDS. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.
 7. THE PLANNED PUBLIC UTILITY COMPANY AND THE TOWNSHIP OF MONTGOMERY COUNTY ARE REQUESTING THE RIGHT TO CONDUIT, INSTALL AND OPERATE PUBLIC UTILITIES OVER AND UNDERGROUND ON THE SUBJECT PROPERTY. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.
 8. THE PLAN WAS PREPARED BY THE SURVEYOR AT THE REQUEST OF THE PROPERTY OWNER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.
 9. THE PLAN WAS PREPARED BY THE SURVEYOR AT THE REQUEST OF THE PROPERTY OWNER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.
 10. THE PLAN WAS PREPARED BY THE SURVEYOR AT THE REQUEST OF THE PROPERTY OWNER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.
 11. THE PLAN WAS PREPARED BY THE SURVEYOR AT THE REQUEST OF THE PROPERTY OWNER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.
 12. THE PLAN WAS PREPARED BY THE SURVEYOR AT THE REQUEST OF THE PROPERTY OWNER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.
 13. THE PLAN WAS PREPARED BY THE SURVEYOR AT THE REQUEST OF THE PROPERTY OWNER. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND HAS FOUND NO EVIDENCE OF UNDEVELOPED LOTS.

WAIVER REQUEST

SEC 148-11 (1) (3) That boundaries shall be parcel numbers, owner's name and approximate acreage of the unimproved portion of the parcel of the site for a distance of 400 feet.

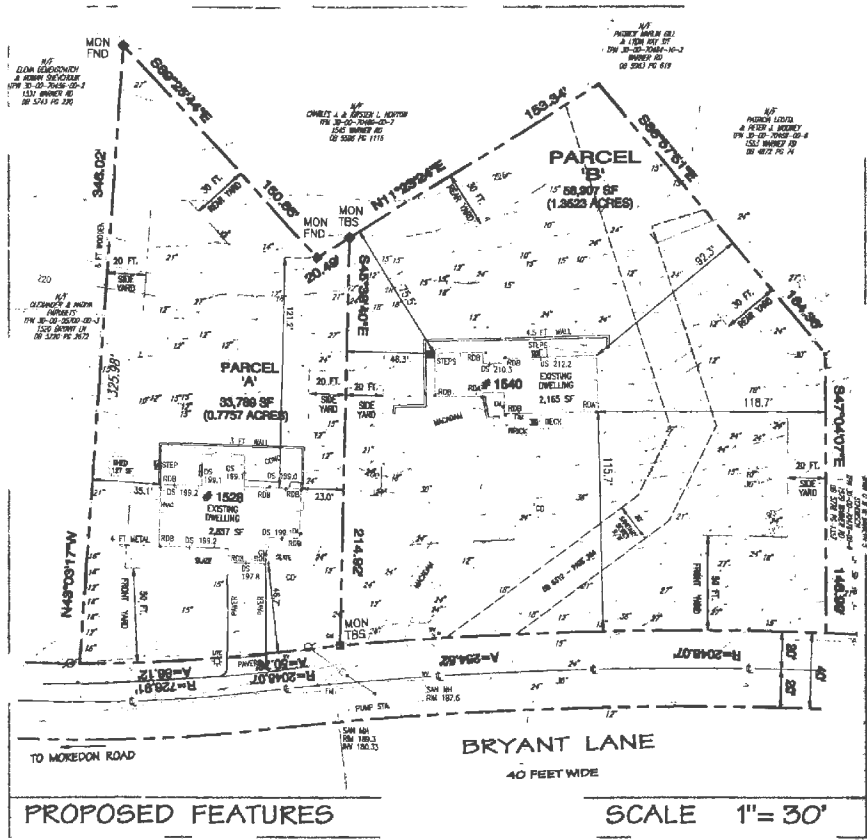
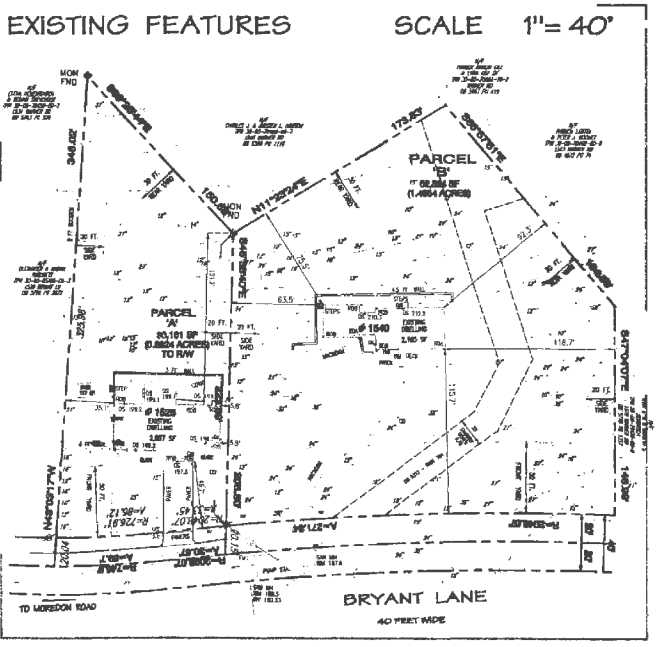
SEC 148-11 (2) (2) The location of property lines and corners of boundaries shall be 500 feet on any part of the site to be a maximum of 1000 feet.

SEC 148-11 (3) (7) That the location, size and contents of all unimproved and other parcels shall be shown within or adjacent to the site on the plan with a list of the parcels of the site.

SEC 148-11 (3) (5) (a) and (b) Shall be satisfied.

SEC 148-11 (3) (5) (c) Shall be satisfied.

SEC 148-11 (3) (5) (d) Shall be satisfied.



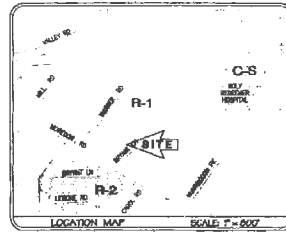
AREAS

PROPERTY OWNER	STREET ADDRESS	PARCEL	DEED BOOK & PAGE NO.	EXISTING SQUARE FEET	EXISTING ACRES	PROPOSED SQUARE FEET	PROPOSED ACRES
DRUCE & THOMASINE FORESTIC	#1528	A	5974 / 2337	30,161 (447)	0.6924	33,789	0.7757
PAUL E. & SHARON SWARTZ	#1540	B	4377 / 383	62,524	1.4354	58,907	1.3323

ZONE "R-T" LOW DENSITY RESIDENTIAL DISTRICT

DIMENSIONAL REGULATIONS	EXISTING "R #1188"	EXISTING "R #1190"	PROPOSED "R #1188"	PROPOSED "R #1190"
LOT AREA	43,200 SF MIN	50,161 SF	62,524 SF	33,789 SF
LOT WIDTH AT B.S.E.L.	50E FT. MIN.	172.4 FEET	276.5 FEET	253.1 FEET
LOT DEPTH	100 FT. MIN.	293.8 FEET	287.5 FEET	297.5 FEET
FRONT YARD	50 FT. MIN.	46.7 FEET	115.7 FEET	115.7 FEET
SIDE YARD	50 FT. MIN.	5.8 FEET	85.5 FEET	23.0 FEET
REAR YARD	30 FT. MIN.	172.2 FEET	79.5 FEET	79.5 FEET
BUILDING COVERAGE	20 % MAX.	2,285 SF OF 3.3 %	2,185 SF OF 3.5 %	2,385 SF OF 4.7 %
PERMISSIBLE COVERAGE	25 % MAX.	5,278 SF OF 12.2 %	5,744 SF OF 9.2 %	5,278 SF OF 15.8 %
GREEN AREA COVERAGE	75 % MIN.	24,885 SF OF 56.5 %	38,780 SF OF 62.0 %	28,013 SF OF 86.7 %
BUILDING HEIGHT	35 FT. MAX.	LESS THAN 35	LESS THAN 35	LESS THAN 35
BUILDING LENGTH	150 FT. MAX.	73.7 FEET	84.8 FEET	73.7 FEET
BLDG SEPARATION	40 FT. MIN.	14.8 FEET	N/A	14.8 FEET

* EXISTING DISTRICT HIGH-COVERAGE PROPERTY USES: V1-1 SINGLE-FAMILY HOUSE



- LEGEND**
- IRON PIN / PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - EXISTING PROPERTY LINE
 - EXISTING FENCE LINE
 - EXISTING FIRE HYDRANT
 - EXISTING UTILITY POLE
 - EXISTING GAS MAIN
 - EXISTING WATER MAIN
 - EXISTING SEWER CLEAN OUT
 - EXISTING METERS
 - EXISTING ROOF DRAIN ABOVE GRADE
 - EXISTING ROOF DRAIN BELOW GRADE
 - EXISTING ELECTRIC WIRE
 - EXISTING GAS METER
 - EXISTING SEWER SERVICE AND INLET
 - EXISTING SANITARY SEWER AND MANHOLE
 - EXISTING OVERHEAD WIRE
 - EXISTING UNDERGROUND ELECTRIC LINE
 - EXISTING UNDERGROUND GAS LINE
 - EXISTING UNDERGROUND WATER LINE
 - EXISTING CONTOURS
 - EXISTING SPOT ELEVATION
 - EXISTING SIGN (AS NOTED)
 - EXISTING LEGENDARY TREE
 - EXISTING CONIFEROUS TREE
 - EXISTING TREE LINE

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ON THIS _____ DAY OF _____ A.D. 20____ BEFORE ME, the undersigned, a Notary Public of the Commonwealth of Pennsylvania, residing in _____ PA, personally appeared PAUL E. SWARTZ & SHARON SWARTZ, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing plan and acknowledged that they are the owners of the designated land, that all necessary approval of the plan has been obtained and is embodied thereon and that they desire that the foregoing plan may be duly recorded.

NOTARY PUBLIC _____ (SIGNATURE)

ON THIS _____ DAY OF _____ A.D. 20____ BEFORE ME, the undersigned, a Notary Public of the Commonwealth of Pennsylvania, residing in _____ PA, personally appeared PAUL E. SWARTZ & SHARON SWARTZ, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing plan and acknowledged that they are the owners of the designated land, that all necessary approval of the plan has been obtained and is embodied thereon and that they desire that the foregoing plan may be duly recorded.

NOTARY PUBLIC _____ (SIGNATURE)

APPROVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ADAMSTOWN

This _____ day of _____, 20____

PRESIDENT

ATTSEY

ENGINEER

MCPC No. _____

PREPARED AND REVIEWED: A report has been prepared by the Montgomery County Planning Commission in accordance with the Investigative Planning Code.

Certified this date _____

For the Director
MONTGOMERY COUNTY PLANNING COMMISSION

MGNELL & SANFORD, LLC
1528 BRYANT LANE, ADAMSTOWN, PA 19803
PH: 610-291-8333 FAX: 610-291-8388
WWW.MGNELLANDSANFORD.COM

MONTGOMERY COUNTY

PROPOSED LOT LINE CHANGE PLAN
1528 & 1540 BRYANT LANE
ADAMSTOWN TOWNSHIP, PA
MONTGOMERY COUNTY, PA

DATE: 8-20-2020
SCALE: 1" = 30'
SHEET NO. 1 OF 1

NEW BUSINESS



PUBLIC WORKS COMMITTEE

AGENDA ITEM

February 24, 2020

DATE

PW-09-031220

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2020 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT PROGRAM

EXECUTIVE SUMMARY:

Abington Township is seeking funding through the Montgomery County 2040 Implementation Grant for the installation of nearly 3 miles of bicycle signage and markings from Keswick Village to the Fairway, and improvements to the round-about located at Cheltena and Rodman Avenues.

These improvements have been identified by both Abington Township and Montgomery County as priorities in the Abington Master Bicycle Plan (2016), Walk, Park, Train Abington (2017), Walk Montco (2016) and Bike Montco (2018). Improvements include providing an important connection from Glenside to the Fairway area through bicycle signage along Keswick Avenue, Weldon Avenue, Wharton Road, Baeder Road and the Fairway, with the proposed installation of 52 signs and 130 pavement markings. Additionally, the route provides and important to the existing trail on Valley Road.

The upgrade of the roundabout at the intersection of Rodman and Cheltena Avenues includes a narrower cartway, improved signage, pavement markings and redesigned splitter islands to increase pedestrian, bicyclist and vehicle safety of those trying to access the community including SEPTA's Noble station and the Fairway.

These improvements will enhance safety and access amongst pedestrians, bicyclists, transit users and vehicles to business districts within the Township and community assets, such as the Noble Train Station. It will bring economic benefits to both the Keswick Village area and Baederwood area through enhanced accessibility.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTION:

Motion to adopt Resolution No. 20-014 authorizing the submission of a grant application for the 2020 round of the Montco 2040 Implementation Grant Program for the Fairway Trail and Noble Mobility Improvement Project.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-09-031220

DATE INTRODUCED: February 24, 2020

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

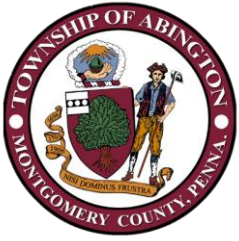
Yes

No

SUMMARY

This information will be made available on Monday, March 2, 2020. Fiscal information is delayed as the Township re-prioritized its proposal after discussion with Township planner and County on February 25. The Township is awaiting a quote for engineering, design, and permitting to be included within the scope of this work.

ANALYSIS



TOWNSHIP OF ABINGTON

Montco 2040: Implementation Grant Program
The Fairway Trail and Noble Mobility Improvement Project

MONTCO 2040: IMPLEMENTATION GRANT PROGRAM

ABINGTON TOWNSHIP'S THE FAIRWAY TRAIL AND NOBLE MOBILITY IMPROVEMENT PROJECT APPLICATION



1. Project Narrative

Abington Township is seeking funding through the Montgomery County 2040 Implementation Grant Program for the installation of over two miles of bicycle infrastructure and the modernization of a roundabout identified by the County as a safety hazard for pedestrians. The Fairway Trail and Noble Mobility Improvement Project has been prioritized by both the County and the Township. The project will benefit bicyclists, pedestrians, transit users and vehicles traveling to two of the Township's commercial areas, Keswick Village in Glenside and Noble/Baederwood Shopping Center.

This project is based on priority recommendations identified in Walk Montco, Bike Montco, the Township of Abington Master Bicycle Plan and Walk, Park, Train Abington. Recommended improvements include:

- Approximately 2.12 miles of bicycle facilities from Baeder Road to Jenkintown Road in Glenside.
- The modernization of the roundabout at the intersection of Rodman and Cheltena Avenues through the narrowing of the cartway, improved signage, pavement markings, curbing, ADA compliant ramps, and redesigned splitter islands.

This project will provide an essential and necessary connection between two areas of the Township, Glenside and Noble. Currently, there is no bicycle infrastructure between them or the transit systems which serve these areas. As proposed, The Fairway Trail will continue existing bicycle paths from the Fairway through Baeder Road, Wharton Road, Keswick Avenue, and Weldon Road to Jenkintown Road. In doing so, the trail will provide access for residents and employees to Noble and Meadowbrook SEPTA Regional Rail Stations via bicycle. The trail will also end just short of Ardsley SEPTA Regional Rail Station. The Fairway Trail will provide an essential connection for employees traveling to these commercial areas. Commuting in-flow and out-flow analysis for the Township's Walk, Park, Train Abington Plan identified Noble as an underutilized station with a weekday ridership of 240 passengers, but approximately 6,850 employees are traveling to the Noble area for work and 3,101 residents traveling from Noble to outside employment. This investment will expand accessibility for bicyclists while providing greater economic opportunity for two of the Township's most important commercial districts. For the past decade, Abington has prioritized redevelopment in the Noble area to plan for the future and advance transit-oriented development. The establishment of bicycle signage and sharrows will further encourage mixed-use development in the Noble area and provide greater access to commercial and residential properties in this area. This project will also build upon the bicycle and pedestrian facilities installed along The Fairway.

To build off of accessibility from residential areas to transit facilities, the Township prioritized the modernization of the roundabout at Rodman and Cheltena Avenues to increase pedestrian safety to and from Old York Road. First identified in Walk Montco, the modernization of the circle will increase safety and mobility for all roadway users. It will provide a missing link to access along Old York Road, which has sidewalks and crosswalks that enable pedestrian and bicyclist access to SEPTA bus route 55, the Noble Regional Rail station, and to the proposed Fairway Trail if funded. The Fairway Trail and Noble Mobility Project will effectively provide Abington residents and employees with greater access to the SEPTA regional rail stations, bus route 55, and two commercial districts within the Township through enhanced safety and comfort on existing roadways.



2. Connection to Montco 2040 Comprehensive Plan Goals

The Fairway Trail and Noble Mobility Improvement Project accomplishes several goals of Montco 2040. Including:

Connected Communities

- Improve transportation quality and expand options for county residents and workers
- Expand and connect County trails, local trails, greenways, natural areas and parks
- Support strong downtowns and community destinations, including mixed-use areas, arts and culture focal points, libraries, and gathering places.

Sustainable Places

- Provide more opportunities for residents to exercise and have healthy lifestyles

Vibrant Economy

- Improve transportation access to businesses

The project also aligns with goals identified in other County planning documents, including Walk Montco and Bike Montco. Goals achieved through this project include:

Walk Montco

- Improve walkability to provide transportation choices
- Improve health
- Create better community connections
- Make the County appealing for young workers
- Improve the environment

Bike Montco

- Goal #1: Connect communities with a robust network that supports bicycling as a daily transportation option
- Goal #2: Expand bicycling opportunities for everyone
 - Underserved communities
- Goal #3: Ensure that bicycling is safe for all
- Goal #5: Promote bicycling as a health and environmentally sustainable way to travel
- Goal #6: Create and nurture a county bicycling industry

3. Project Location

The project location spans approximately two miles in Abington Township, beginning in the southwest section of the Township in Glenside and continuing to Noble in the central portion of the Township.

A project map is provided in Attachment A.



4. Project Plans

Plans for the proposed projects were included in Walk Montco and Walk, Park, Train Abington. The Township has sought engineering and design from Pennoni Associates. Conceptual drawings of the project can be found with Attachment B and include:

- Installation of bicycle signage on and along the road
 - (86 EA) -- “Use Full Lane” pavement stripings (250-foot spacing)
 - (8 EA) -- W16-1 Use Full Lane post mounted signage, supplements to sharrow as needed
 - (10 EA) - W11-1 Bicycle Crossing post mounted signage at major intersections both directions
 - (8 EA) - R3-17 Bike Lane post mounted signage, supplement to pavement markings’
 - (12 EA) -- Wayfinding confirmation signs post mounted every 1300 - 2600 feet along straight segments
 - (6 EA) -- Wayfinding turn signs post mounted where the route turns from one street to another
 - (8 EA) - Wayfinding decision signs post mounted where there is a junction of two bikeways
- Modernization of roundabout located at Cheltena and Rodman Avenues, including narrowing of the cartway, improved signage, pavement markings, curbing, redesigned splitter islands, and the installation of ADA ramps.

5. Responsible Parties

Abington Township will implement this project. The Abington Township Engineering Department will oversee the project from permitting to construction. The Public Works Division of Engineering will be responsible for the installation of bicycle signage and street markings. The Construction Services Division of Engineering will be responsible for the modernization of the Cheltena and Rodman Avenues roundabout.

6. Required Permits

Permits will be needed for the installation of bicycle pavement markings on Easton Road. The Township is working with Pennoni Engineering on the acquisition of the needed permits from the County.

7. Public Involvement

The public knowledge of the “The Fairway Trail and Noble Mobility Improvement Project” is county-wide. The proposed project components are contained in both County documents and Township documents including, Walk MontCo, Bike MontCo, Abington Township Master Bicycle Plan and Walk, Park, Train Abington. Public meetings were held throughout the development of each plan listed above. Six public meetings were held for both the Abington Township Master Bicycle Plan and Walk, Park, Train Abington at the Abington Township municipal building.



8. Consistency with Local Planning Documents and Efforts

Local Planning Documents

Abington Master Bicycle Plan (2016)

Abington Master Bicycle Plan was commissioned to develop a comprehensive, township-wide network of bicycle routes and trails that link residential, commercial, and recreational areas within and around the Township. The Plan utilizes a series of data sets to identify and prioritize routes, including Delaware Valley Regional Planning Commission's level of stress network, Bike Montco findings, existing and proposed local and regional bike and trail facilities, and destinations within the Township such as schools, parks, hospitals, and downtowns. Through this analysis, the Plan identified twenty-four trails that were prioritized by short, medium, and long-term.

The Fairway Bike Route, included in the project scope of this application and identified in the plan, is nearly two miles long and involves the installation of bicycle signage and on-road markings. It is a short-term priority route that has a level 1 and 2 comfort level, making it comfortable for most adults. The completion of this project would allow riders to bike from the west region of the Township in Glenside to Lower Moreland Township through the connection of an existing trail at The Fairway. It also ends approximately 2,000' from the Penbryn Park to Crestmont Park Connector Trail, which is being installed through a Transportation Alternative Program grant and Department of Conservation and Natural Resources grant. As the Township continues to prioritize bicycle facilities, it will prioritize connecting the two trail systems, allowing for even greater accessibility across the Township and connection to four regional rail stations and numerous parks.

Walk, Park, Train Abington (2017)

Walk, Park, Train Abington evaluated how the Township could maximize the capacity and efficacy of its transportation network. The plan evaluated all SEPTA Regional Rail stations within the Township. Noble Train station was identified as a station with an opportunity for enhancement of pedestrian, bicyclist and vehicular traffic with approximately 227 passengers per weekday.

According to Census Work Inflow/Out-flow data, the noble area is the third-highest employment center in Abington with approximately 6,850 individuals coming into this area for work, while 3,101 individuals commute elsewhere. The number of individuals commuting to this region make it an ideal location for increased pedestrian and bicyclist infrastructure that would promote the safety and use of these alternative modes of transportation. Furthermore, SEPTA is planning station and bridge improvements to the Noble Station that will further increase accessibility to and from the station. The recommendations in the plan seek to build off of SEPTA's proposed improvements so that the Township can capitalize on the expected enhancements.

The first priority recommendation of the plan for Noble Station is the modernization of Rodman and Cheltena Avenues' roundabout included in this application. The recommendation will provide increased safety for pedestrians and bicyclists traveling from dense residential neighborhoods surrounding the station. The full recommendation can be viewed on pages 72 and 73 of the plan.



Abington Noble- Transit Oriented Development Plan (2012)

The Abington Noble-Transit Oriented Development Plan was developed to advance the Township's vision for transit-oriented development (TOD) center near the SEPTA Noble Station. The Fairway Trail and Noble Mobility Enhancement project is consistent with goals outlined in the plan, including "promot(ing) local and regional walking, bicycling and transit ridership" and "promot(ing) walkable communities that accommodate more healthy and active lifestyles." Additionally, increased pedestrian and bicyclist access to Noble Station would assist in the redevelopment of the area and the ultimate success of planned communities. Such facilities would increase the mobility of residents and visitors, decrease the dependency on single-occupancy vehicles, and attract younger generations who prefer alternative modes of transportation.

Regional Planning Documents

Walk Montco

Walk Montco seeks to improve walkability in Montgomery County through guidelines and case studies that enhance pedestrian accessibility. One of the key strategies for enhancing pedestrian accessibility is through transit-oriented walkability. Area A: Noble Train Station, Rodman Avenue and Old York Road on page 56 provides a solution and recommendation for modernizing the roundabout at Cheltona and Rodman Avenues as included in this application. This recommendation, as discussed above, was incorporated into the Township's own planning documents as the number one priority for the Noble Train Station area.

Bike Montco

Montgomery County's bicycle plan, Bike Montco, provides the vision for bicycling within the County over the next few decades. The County's plan methodologically analyzed available data to develop recommendations for a County-wide bicycle network. Section C of the plan illustrated on Page 68 identifies the Fairway and Baeder Road as a priority connection for the County. This priority connection was incorporated into the Township's Bicycle Plan and built upon to connect to the Township's Keswick Village downtown using lower level of stress roads to encourage ridership.

9. Maintenance Plan

Abington Township Engineering Department's Public Works Division will be responsible for maintaining the proposed improvements. Such maintenance will occur within the regular operation of the Division, as it oversees the roadways today. There will be no additional costs associated with such maintenance.

10. Educational or Public Engagement Opportunities

The projects encompassed within this proposal were included in Township plans that solicited resident input and provided an opportunity for engagement through 12 public meetings at the Township.



11. Project Budget

The proposed project budget is provided within Attachment C.

12. Resolution

The Abington Township Board of Commissioners will vote on the resolution at their March 2020 meeting. The draft Township resolution is included in Attachment D.

Proposed Type of Bicycle Facilities:

- Baeder Road: Sharrow and wayfinding signage
- Wharton Road: Sharrow and wayfinding signage
- Keswick Avenue: Sharrow and wayfinding signage
- Weldon Road: Sharrow and wayfinding signage

A sharrow is a road marking in the form of two inverted V-shapes above a bicycle, indicating which part of a road should be used by cyclists when the roadway is shared with motor vehicles. Sharrows are not a dedicated bike lane. Sharrows are used to indicate to riders where the most comfortable portion of the roadway is to avoid parking issues, such as doors opening, and moving traffic. They also serve as a reminder to drivers that the roadway is shared and where to expect cyclists in the roadway.

The installation of sharrows is per the recommendation of the Abington Township Master Bicycle Plan. The plan does note that there may be an opportunity for bike lanes along Keswick Avenue and Baeder Road because both road widths may allow for a reduction in lane size for the incorporation of a bike lane. If the establishment of bike lanes is of interest, adding these facilities and their impacts on parking could be explored in the design and engineering phase of this project.

Sharrow Examples:





Wayfinding signage helps guide bicyclists and inform vehicular traffic. The following routes have the proposed signage:

Please note the physical location of this signage is not available. This will be determined in design and engineering.

Keswick Avenue/Weldon Avenue:

- 4 - W16-1 Use Full Lane (as needed)
- 2 - Turn Signs (where route turns from one street to another)
- 2 - Decision Sigs (marks junction of two bikeways)

Wharton Road:

- 2 - W11-1 Bicycle Crossing (at major intersections, both directions)
- 2 - Confirmation Signs (posted every 1,300 - 2600 ft along straight segments)
- 2 - Turn Signs (where route turns from one street to another)
- 2 - Decision Sigs (marks junction of two bikeways)

Baeder Road:

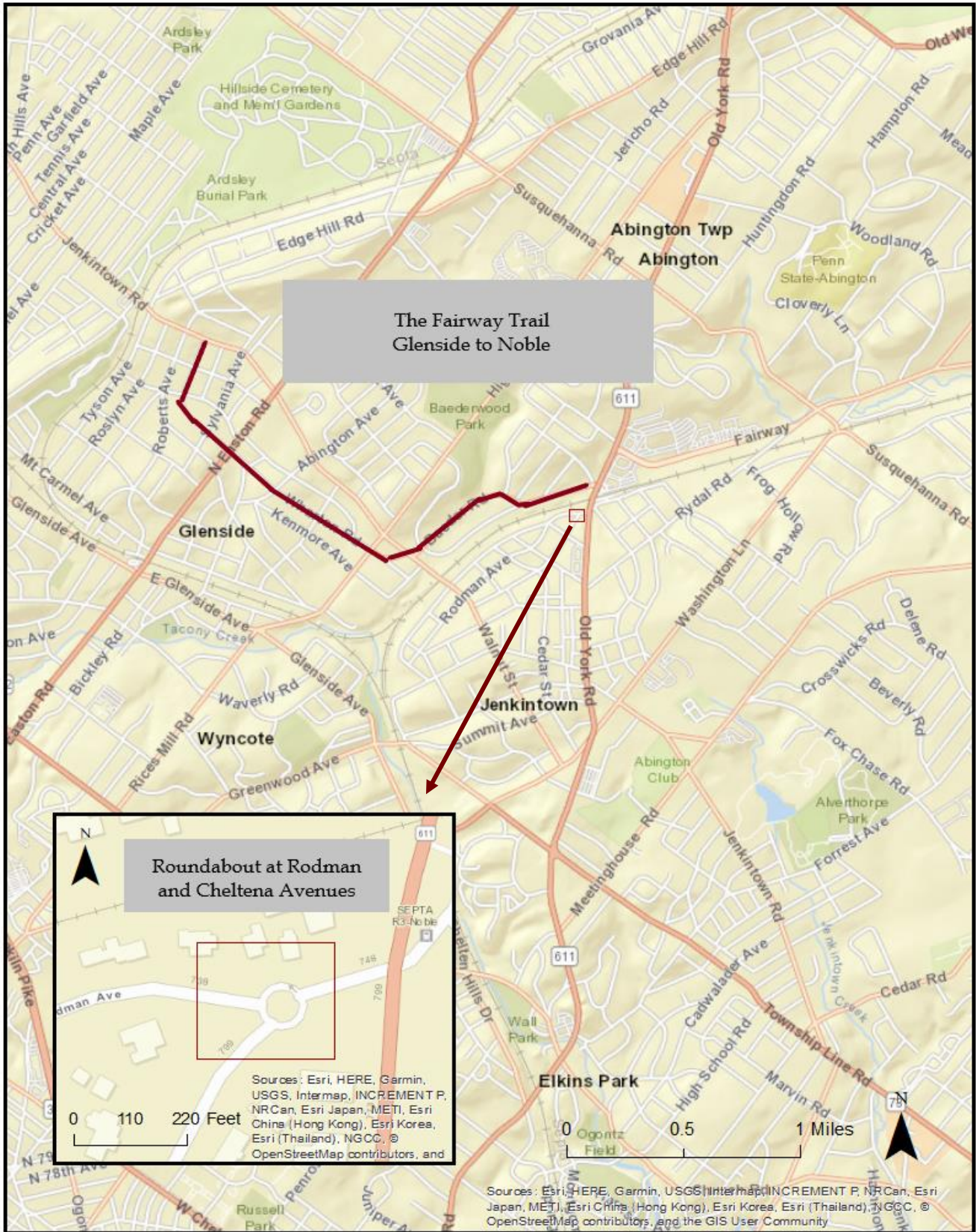
- 4 - W16-1 Use Full Lane (as needed)
- 4 - W11-1 Bicycle Crossing (at major intersections, both directions)
- 4 - Confirmation Signs (posted every 1,300 - 2600 ft along straight segments)
- 2 - Turn Signs (where route turns from one street to another)
- 2 - Decision Sigs (marks junction of two bikeways)

Example of signage:





ATTACHMENT A
Location Map

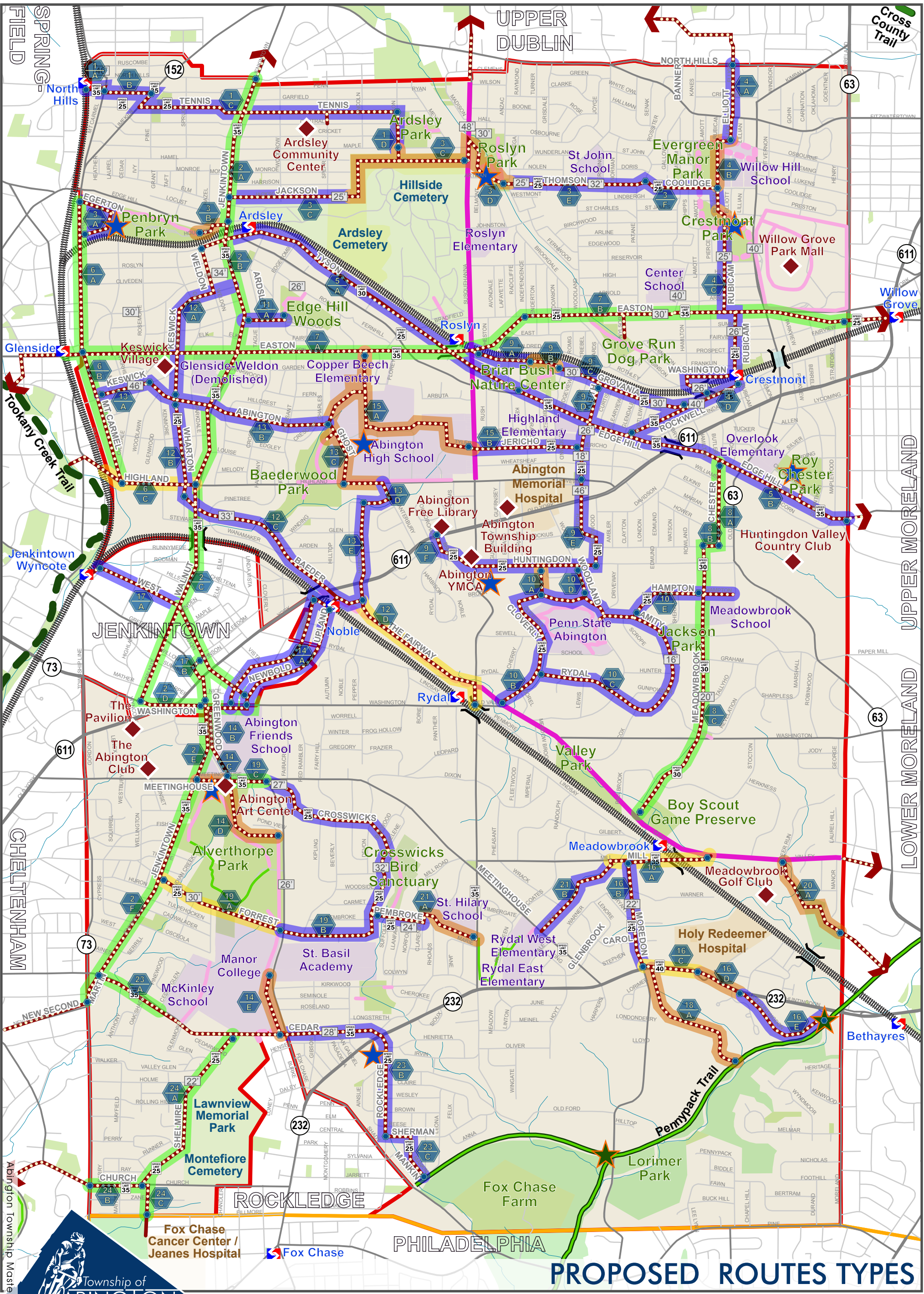




ATTACHMENT B Project Plans



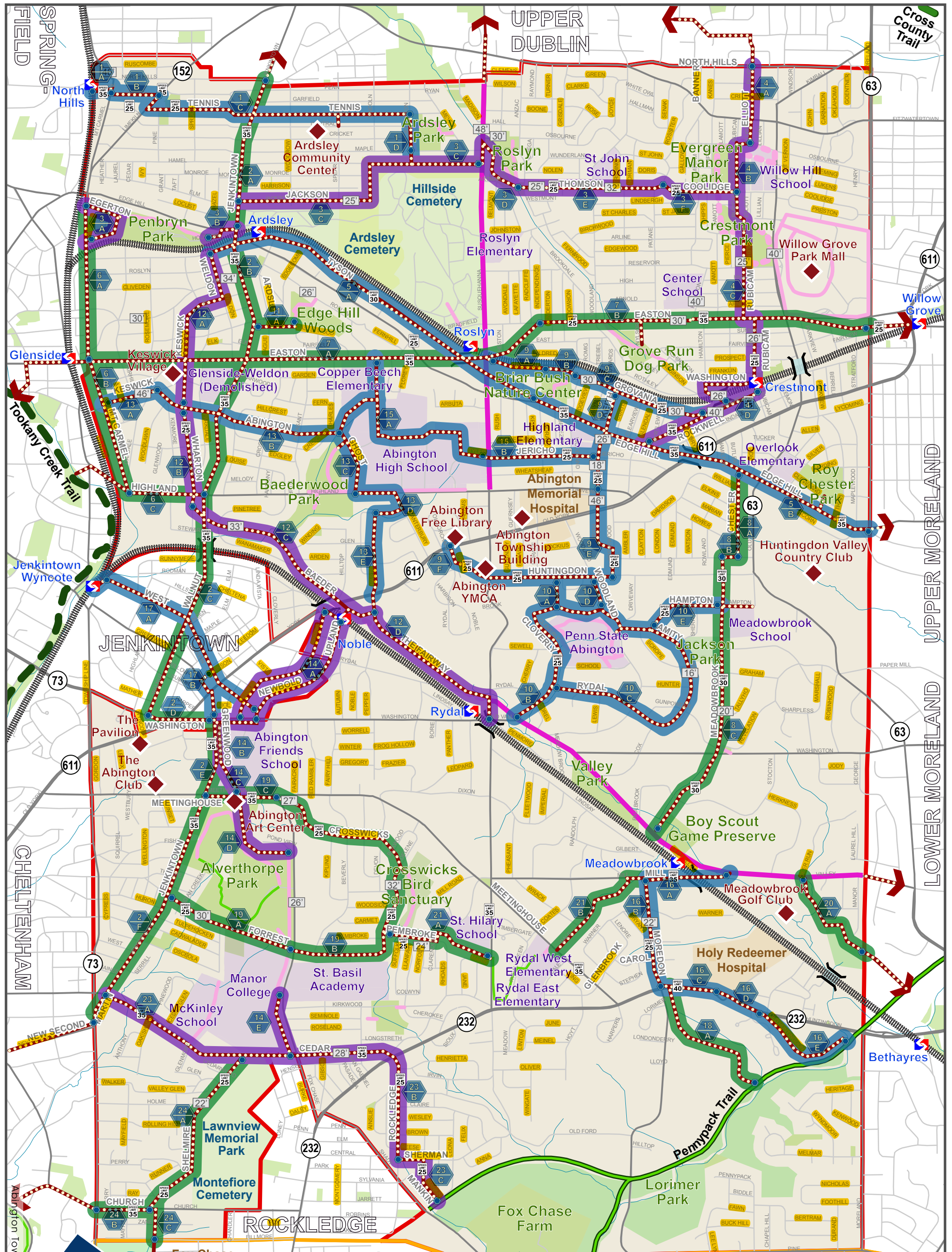
Fairway Bike Trail
Route Name: 12 A, B and C



Township of ABINGTON
Master Bicycle Plan

North
0 1000' 2000'
ASD 8.24.15

- | | | | |
|-------------------|---------------------|----------------------------------|-------------------------------------|
| Park | Place of Interest | Existing Bike Route | Route Segment Identification Number |
| Cemetery | Transit Station | Existing Trail | Bike Lanes |
| School | Road Pavement Width | Existing Trail (Circuit) | Sharrow |
| Hospital | Traffic Signal | Planned Trail (Circuit) | Signage Only |
| Existing Bridge | State Road | Existing Trail (Open Space Plan) | Off Road / Multi-use Trail |
| Township boundary | Existing Trailhead | Proposed Trail (Open Space Plan) | |
| Railroad | Proposed Trailhead | Proposed Route | |



Township of
ABINGTON
Master Bicycle Plan

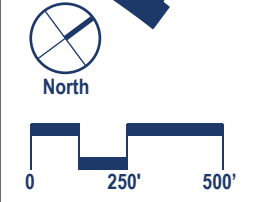
North

0 1000' 2000'

ASD 8.24.15

BIKE ROUTE IMPLEMENTATION PRIORITIES MAP

Park	Place of Interest	Existing Trail (Circuit)	Priority (short-term)
Cemetery	Transit Station	Planned Trail (Circuit)	Priority (mid-term)
School	Road Pavement Width	Existing Trail (Open Space Plan)	Priority (long-term)
Hospital	Traffic Signal	Proposed Trail (Open Space Plan)	Proposed Route
Existing Bridge	State Road	Route Segment Identification Number	
Township boundary	Existing Bike Route		
Railroad	Existing Trail		

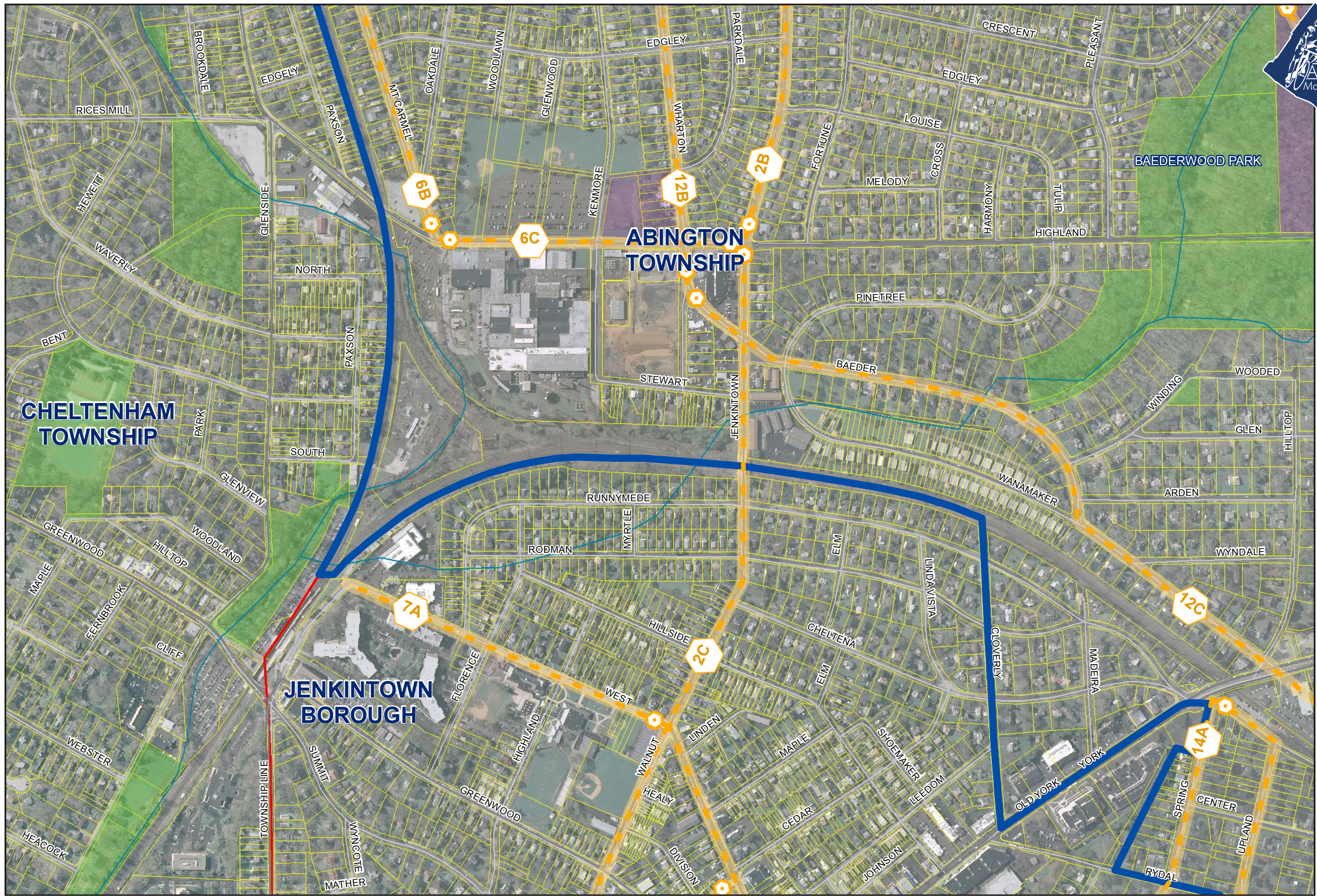
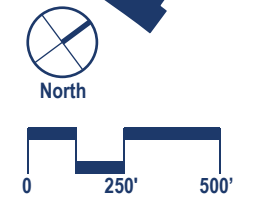


- Legend**
- Parcel
 - Municipal Boundary
 - Abington Township
 - County Boundary
 - Stream
 - Bike Route
 - 16E Segment Label
 - End of Segment
 - Existing Trail
 - Institutional

- Designated Open Space**
- County
 - Municipality

1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18

MAP 4

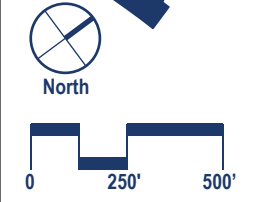
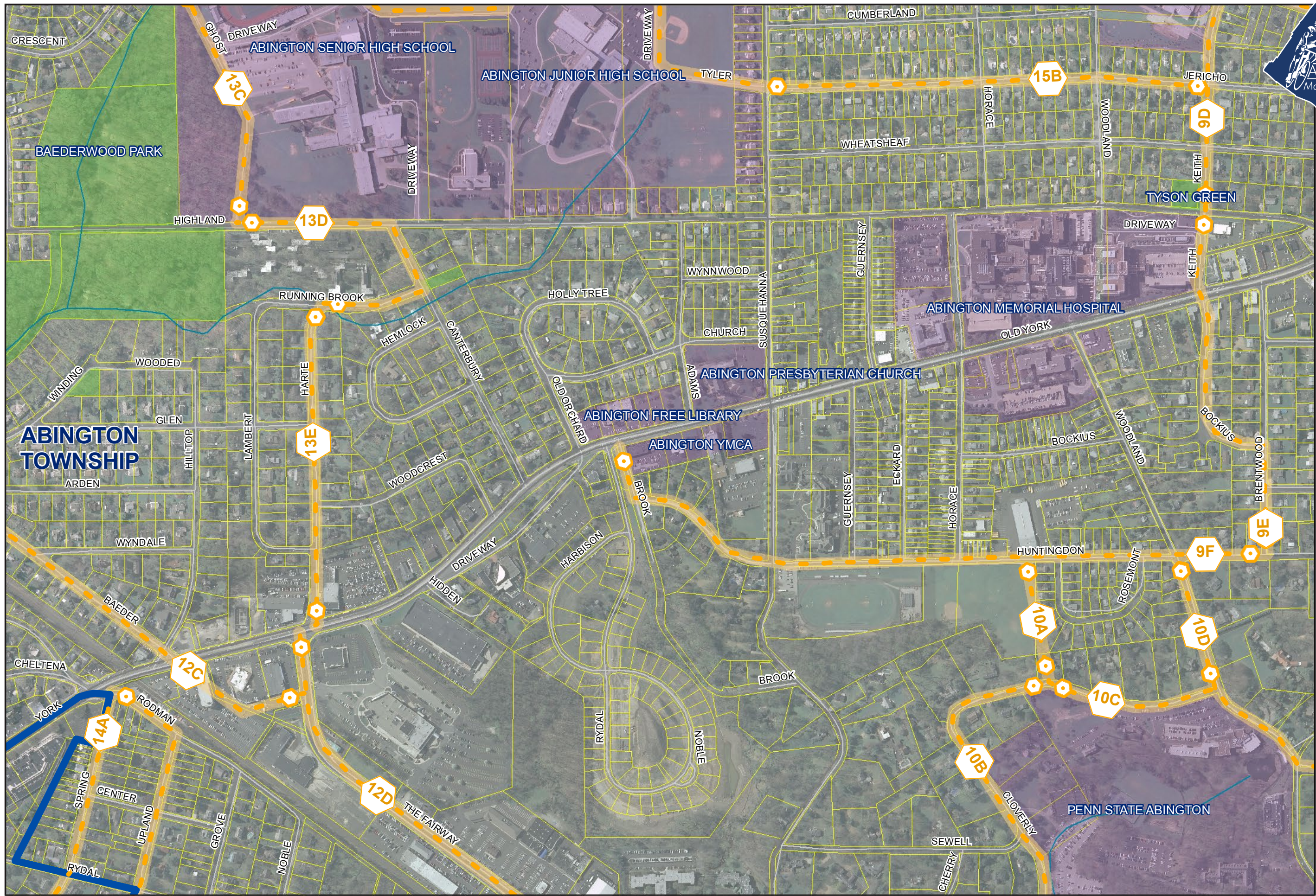


- Legend**
- Parcel
 - Municipal Boundary
 - Abington Township
 - County Boundary
 - Stream
 - Bike Route
 - Segment Label
 - End of Segment
 - Existing Trail
 - Institutional

- Designated Open Space**
- County
 - Municipality

1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18

MAP 7



- Legend**
- Parcel
 - Municipal Boundary
 - Abington Township
 - County Boundary
 - Stream
 - Bike Route
 - Segment Label
 - End of Segment
 - Existing Trail
 - Institutional

- Designated Open Space**
- County
 - Municipality

1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18

MAP 8

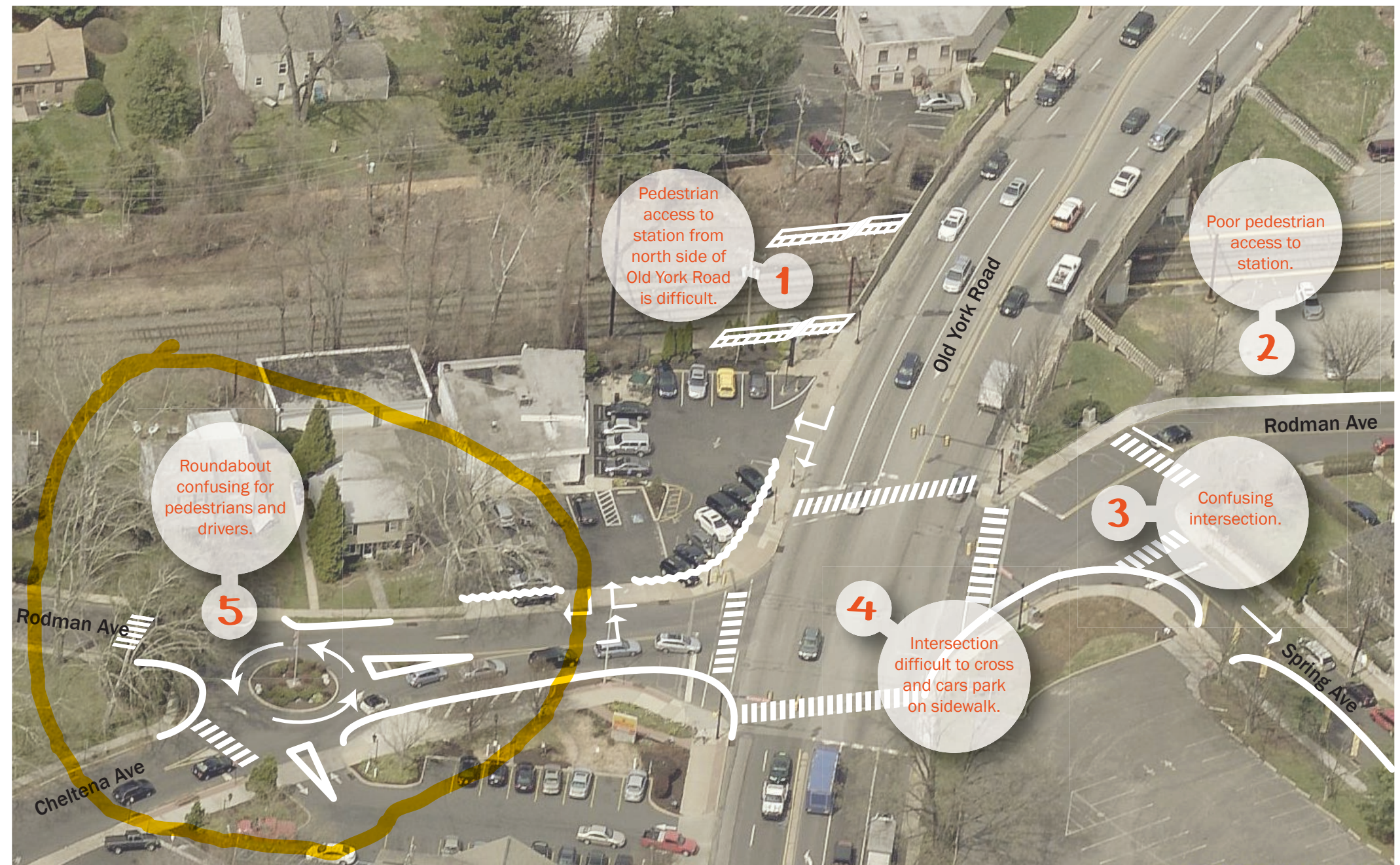


Roundabout at Rodman and Cheltena Avenues

Transit Oriented Walkability

Area A: Noble Train Station, Rodman Ave and Old York Road

- 1 SOLUTION:** Add stairs and ramps on north side of the Old York Road bridge that lead directly to the train station platforms. Fix sidewalks on bridge.
POTENTIAL COST: \$\$\$\$
- 2 SOLUTION:** Add sidewalk along Rodman Avenue leading to station.
POTENTIAL COST: \$\$\$
- 3 SOLUTION:** Add bulbout, ramps, gateway area, stop bar, and new crosswalk. Eliminate poorly located ramps. Use zebra or continental style crosswalks. Consider reversing one-way street.
POTENTIAL COST: \$\$\$
- 4 SOLUTION:** Add zebra or continental style crosswalks with bulbouts. Improve access ramps. Adjust signal timing for shorter wait time for pedestrians. Reconfigure coffee shop parking, driveway turning movements, and driveway widths, while adding barriers between parking and sidewalks.
POTENTIAL COST: \$\$\$\$
- 5 SOLUTION:** Modernize roundabout with yield signs, a narrower cartway, painted directional arrows, and a splitter in the driveway entrance. Trim bushes, add crosswalk and ramps, and redesign splitter islands for pedestrians.
POTENTIAL COST: \$\$\$



HIGH PRIORITY RECOMMENDATIONS



Noble

Noble Station is located on Old York Road (Route 611) near The Fairway commercial district. The area surrounding the station has previously been identified as a candidate for Transit Oriented Development (TOD). Several residents identified Route 611 as a major obstacle to pedestrian access.

A project (MPMS # 16214) to replace the Old York Road bridge over the SEPTA West Trenton Line is currently under design by PennDOT. The start of the project's construction is tentatively scheduled for 2018.

There have been several previous planning studies done for the station and the surrounding area:

- *DVRPC Route 611 and Route 263 Corridor Study Phase 1* (2008)

- *DVRPC Route 611 and Route 263 Corridor Study Phase 2* (2009)
- *Noble Station TRID Study* (2013)
- *MCPC Walk Montco Study* (2016)

The project team reviewed the findings and recommendations of the previous studies. Based on discussions with the steering committee and PennDOT, several of the recommendations of the Walk Montco study have been included in the recommendations below.

Recommendations

The project team recommends the following access improvements on the surrounding roadway network:

1. Modernize the roundabout at the intersection of Rodman Avenue & Cheltena Avenue. As identified in the *Walk Montco*



study, the existing roundabout could be upgraded with a narrower cartway, improved signage and pavement markings, and redesigned splitter islands.

2. Add continental crosswalks at the intersection of Old York Road & Rodman Avenue. Add curb extensions on the eastern and western legs of the intersection to reduce the crossing distance for pedestrians crossing Rodman Avenue.

3. Investigate whether a replacement pedestrian access (stairs, ramps, etc.) can be added on the west side of the Route 611 Bridge over the railroad tracks. If pedestrians were able to use new stairs or ramps on the west side to cross beneath the bridge, it would reduce the need for pedestrian crossings on Route 611. The addition of a pedestrian access facility may not be feasible due to physical constraints and ADA requirements. However, the Township may wish to coordinate with PennDOT and SEPTA to determine if the addition of such access may be

feasible in conjunction with future SEPTA station renovations.

4. At the intersection of Old York Road & Baeder Road/Hilltop Road, consider adding an additional crosswalk across Baeder Road. A crosswalk at this location would provide a more direct pedestrian path through the intersection. The safety of pedestrians at this crosswalk, as vehicles traveling southbound on Old York Road speed up before turning right onto Baeder Road, would have to be examined.

5. Modify the traffic signal phasing at the intersection of Old York Road & Baeder Road/Hilltop Road to include a pedestrian phase for crossing the southern leg of the intersection (Old York Road) concurrent with the green phase for eastbound Baeder Road. Further investigation is required to determine if the phasing change can be made with the existing signal equipment and to ensure that any disruption of the signal coordination on Old York Road is mitigated.



ATTACHMENT C Cost Estimate

Engineers and Township Conceptual Opinion of Cost

Project: The Fairway Trail and Noble Mobility Improvement Project

Applicant: Abington Township

Costs were provided in the application project budget form. Construction estimates are based on quantities derived from the conceptual plan and unit prices from recently bid local projects.

The following costs are rough estimates for budgeting purposes only: Design, Engineering and Permitting, Construction, and Inspections. The costs associated with these items will need to be determined through the development of the project.

The Engineer's Conceptual Opinion of Cost does not include relocating or resetting existing underground utilities within the limits of the project or the provision of any future utilities. Impacts to existing underground utilities will need to be determined during the preliminary engineering of the project through subsurface utility engineering.

The Engineer's Conceptual Opinion of Cost does not include any environmental remediation (including but not limited to removal and replacement of contaminated soils) or environmental impact mitigation. Post-construction stormwater management is included in the estimate for each segment. However, these estimates do not consider credits or deductions from other Township capital projects.

Disclaimer: This opinion of cost has been provided as requested by the client, Abington Township, for the purpose of the MontCo 2040 Implementation Grant application. Please note that opinions of cost are subject to change based on plan/design revisions, fluctuations in unit costs, field conditions, and differences in the locale. Opinions of cost are provided for use in budgeting, but in no way intended to be construed as a final cost for the project. Final costs are contingent only on actual bids from contractors. The preparer will not be held responsible for the differences between this opinion of cost and contractor bid costs.

1. Complete narrative description of the project and its expected benefits. Provide details on who will benefit from the project and the extent of the project's impacts. Point out any connections to county-owned assets.
2. Identify the goal(s) from the Montco 2040 comprehensive plan being addressed through the project.
3. Include a map and photos of the project location(s) and the project municipality. The map should be on an 8½ by 11 inch page. Photos are very useful in conveying the location and context of the proposed improvement.
4. Plans for the project, if applicable. Plans should be reduced to fit on an 8½ by 11 inch page; full sized plans may be submitted as an addendum.
5. A list and explanation of any parties responsible for implementing the project.
6. An explanation of permits needed and their status.
7. A description of public knowledge of and involvement in this application, including any letters of support and public meetings.
8. Demonstrate consistency with the municipal and regional comprehensive plans (if applicable), as well as any other active local planning documents. Note if the project is specifically addressed as an action item in any local plans.
9. A detailed maintenance plan for the project including frequency, cost, and how it will be funded.
10. Discuss any educational or public engagement opportunities that the project will present.
11. Provide an itemized budget for the project in addition to the Project Budget Form on the following page. Include appraisals for any land acquisition or easement projects.
12. A resolution from the municipal governing body authorizing the project application.

Funding Sources

In the table below, please outline the proposed method(s) of financing the total project costs. The total project cost is equal to **only** the summation of project costs or the project phases' costs **that are covered in this application**. The first line should indicate the amount of the Montco 2040 grant request, and all eligible local match costs should total at least 20% of the Montco 2040 request.

	Amount	Percent of Total	Source of Funds (CDBG, local budget, grant, etc.)	Are Funds Committed or Pending?	Date of Commitment, if Applicable	Type of Commitment (form, letter, etc.)
<i>County Funds</i>			Montco 2040 Grant	NA	NA	NA
	\$ 179,710	75%		Pending		
<i>Local Funds</i>	\$ 60,000	25%		Pending	03/12/2020	Resolution
<i>Private Funds</i>						
<i>State Funds</i>						
<i>Federal Funds</i>						
<i>Other Funds</i>						
Total Project Cost	\$ 239,710	100%				

Project Budget Form
Montco 2040 Implementation Grant Program
Montgomery County, Pennsylvania

Please provide any more detailed budget information, if available, in the attached project narrative

	Total	Enter \$ amount for all sources of funds that apply						
		Private Loans	Private Equity	Federal Funds	State Funds	County Funds	Local Funds	Other Funds
ACQUISITION								
Real Estate Purchase	\$0							
Real Estate Rental	\$0							
Easement Acquisition	\$0							
<i>Subtotal</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION								
New Building Construction	\$0							
Renovations and Upgrades	\$0							
Tenant Fit Out	\$0							
Equipment Purchases	\$0							
<i>Subtotal</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INFRASTRUCTURE & SITE WORK								
Roads & Streets	\$75,000					\$75,000		
Parking – Surface or Structured	\$0							
Signage & Wayfinding	\$20,837					\$20,837		
Public Safety Improvements	\$1,000					\$1,000		
Water	\$0							
Sewer	\$0							
Utilities	\$0							
Demolition	\$10,000					\$10,000		
Excavation/Grading	\$25,000					\$25,000		
Environmental Remediation	\$0							
Streetscape Improvements	\$5,000					\$5,000		
<i>Subtotal</i>	\$136,837	\$0	\$0	\$0	\$0	\$136,837	\$0	\$0
OPERATING COSTS								
Working Capital	\$0							
Salaries & Benefits	\$42,873					\$42,873		
Training, Education & Technical Assistance	\$0							
Promotions & Public Relations	\$0							
Procedural or Regulatory Streamlining	\$0							
<i>Subtotal</i>	\$42,873	\$0	\$0	\$0	\$0	\$42,873	\$0	\$0
PLANNING COSTS								
Plans & Plan Preparation	\$16,000						\$16,000	
Conceptual Site Layouts	\$0							
Site Surveys	\$0							
Appraisals	\$0							
Environmental Assessments	\$0							
Market Analysis	\$0							
Engineering/Architecture	\$44,000						\$44,000	
<i>Subtotal</i>	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0
OTHER – Soft Costs	\$0							
OTHER – Developer Fees/Profits	\$0							
OTHER – Government Fees/Permits	\$0							
TOTAL	\$239,710	\$0	\$0	\$0	\$0	\$179,710	\$60,000	\$0



ATTACHMENT D
Municipal Resolution

RESOLUTION NO. 20-014

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
FOR THE 2020 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT
PROGRAM**

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

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

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

WHEREAS, Abington Township wishes to obtain \$179,710 from the Montco 2040 Implementation Grant Program to provide funding for the Fairway Trail and Noble Mobility Improvement Project which is based upon recommendations that have been identified in the Abington Township Master Bicycle Plan, Walk, Park, Train Abington, Walk Montco and Bike Montco planning documents; and

WHEREAS, Abington Township is aware that this grant program will require a local match and the Township intends to exceed a 20% match; and

IN WITNESS THEROF, I affix my hand and attach the seal of the Abington Township Board of Commissioners this 12th day of March 2020.

ABINGTON TOWNSHIP

John L. Spiegelman, President
Board of Commissioners

ATTEST:

Richard J. Manfredi,
Township Manager & Secretary



PUBLIC WORKS COMMITTEE

AGENDA ITEM

March 4, 2020

DATE

Administration

DEPARTMENT

PW-10-031220

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Abington Township Per Diem Employees Union Agreement

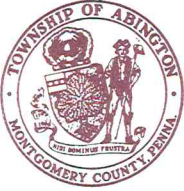
EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTION:

Motion to approve the agreement between the Township of Abington and the Abington Per Diem Employees Union.



Office of the Treasurer
&
Tax Collector

JAY W. BLUMENTHAL

ABINGTON TOWNSHIP

1176 OLD YORK ROAD,
ABINGTON, PENNSYLVANIA 19001-3713

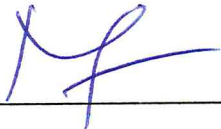
P. 267.536.1024 F. 215.572.3935

www.abington.org

ABINGTON TOWNSHIP REVENUES DEPOSITED INTO REPUBLIC BANK

FEBRUARY 2020 & YEAR TO DATE

	<u>This Month</u>	<u>Year to Date</u>
Code Enforcement	98,067	219,436
Engineering	7,181	27,420
Finance Department	389,935	552,871
<i>Finance ACHs & Credit Cds</i>	2,589,918	3,280,709
<i>Tax Office Real Estate Taxes</i>	1,026,803	1,026,803
Fire Marshal's Office	9,889	18,344
Parks and Recreation	15,399	37,546
Plumbing	4,070	11,529
Police	19,459	72,527
Refuse	3,769	8,524
Tax Office		
<i>Business Privilege Tax</i>	264,253	336,636
<i>Mercantile Tax</i>	74,851	98,588
<i>Local Services Tax</i>	148,939	239,060
<i>Business Tax Audits</i>	<u>0</u>	<u>0</u>
Tax Office Total	<u>488,043</u>	<u>674,284</u>
TOTALS	4,652,533	5,929,993
LAST YEAR	<u>4,157,917</u>	<u>6,082,051</u>
INCREASE/(DECREASE)	<u>494,616</u>	<u>(152,058)</u>



MONTHLY REPORT

By The Abington Township Treasurer
 To the Board of Commissioners

DEPOSITS OF REAL ESTATE TAXES AND FEES TRANSFERRED TO FINANCE DEPARTMENT

MONTH OF February 2020 YEAR TO DATE

	RECEIPTS			
	Adjusted Assessments	Month	Year To Date	Balance To Collect
Township	13,574,686	472,543	472,543	13,102,143
Fire	3,177,001	110,607	110,607	3,066,394
Sewer Fees	7,711,747	247,733	247,733	7,464,014
Refuse Fees	5,016,975	195,920	195,920	4,821,055
TOTALS	29,480,409	1,026,803	1,026,803	28,453,606
PERCENTAGE	100%		3%	97%

COMMENTS:	February 2019	894,896
	Increase	131,907



Respectfully Submitted,
 Jay W. Blumenthal
 Treasurer



FINANCE COMMITTEE

AGENDA ITEM

February 18, 2020

DATE

FC-02-031220

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Expenditures/Salaries and Wages

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to approve the January expenditures in the amount of \$2,732,474.72 and salaries and wages in the amount of \$3,272,796.44, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of April 2020.

EXPENDITURES:

Total Payroll in January	3,272,796.44
Total Accounts Payable in January	2,582,581.36
Total Bank Wires	156,405.98
Less Void and Stop Payments	<u>(6,512.62)</u>
Total Payments	6,005,271.16

Bank wires (total included above) payable to:

US Bank	2010 G. O. Bond	0.00
US Bank	2012 G. O. Bond	0.00
US Bank	2013 G. O. Bond	0.00
US Bank	2014 G. O. Bond	26,874.98
Republic Bank	2017 G. O. Note	0.00
Keystone Agency	1100 & 1102 OYR	0.00
Delaware Valley Reg.	Digital Radio Fund	<u>129,531.00</u>
Total Wires		156,405.98

Voided checks:

59016	US Municipal Supply	(6,312.62)
59292	Bryan Stuckert	<u>(200.00)</u>
		(6,512.62)

Payroll Related Expenditures:

	<u>January</u>	<u>YTD</u>
FICA Taxes	159,018.96	159,018.96
Hospitalization	351,706.76	351,706.76
Prescription	150,253.70	150,253.70
Dental	25,796.41	25,796.41
Disability and Life Insurance	11,165.39	11,165.39
Unemployment Compensation	<u>0.00</u>	<u>0.00</u>
	697,941.22	697,941.22

Outstanding Debt Obligations

Bond & Note Debt – General, Refuse & Sewer Operating

<u>Issue</u>	<u>Paying Agent</u>	Total Outstanding Principal	Total Outstanding Interest	
2010 G. O. Bond Issue	U.S. Bank	0.00	36,888.00	
2012 G. O. Bond Issue	U.S. Bank	0.00	10,500.00	
2013 G. O. Bond Issue	U.S. Bank	2,595,000.00	60,155.01	
2014 G. O. Bond Issue	U.S. Bank	1,075,000.00	244,124.72	
2017 G. O. Note	Republic Bank	<u>1,536,237.00</u>	<u>124,198.19</u>	
		5,206,237.00	475,865.92	5,682,102.92
Lease Debt Obligation				
Principal & Interest through 1/31/20		37,956.50		

EXHIBIT "A"

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
The major areas of expenditures in the month of January 2020 (\$2,247,911.02 or 84%) were paid as follows:		
Fidelio Insurance Co.	January Dental Premium	10,825.52
DVHT	January Prescription	150,253.70
Delaware Valley Health	January Health & Dental Insurance Premium	366,677.65
Boston Mutual	January Life & Disability Insurance	11,165.39
Allied Concrete & Supply	War Memorial/Decorative Walls-Business District	11,762.38
Atlantic Tactical	Gun Exchange	11,087.63
Axon Enterprises	Body Cameras - Year 2	109,657.40
Biase Landscaping	Business District	25,916.40
Campbell, Durrant, Beatty et al.	Labor and Employment Matters	21,792.43
Cheltenham Township	3rd Quarter 2019 Wastewater City of Phila.	316,025.64
City of Philadelphia	November Payment	131,048.29
Covanta	Solid Waste Disposal	129,265.15
Delaware Valley Regional Finance	Montgomery County 911 Radio Financing	129,531.00
Gatso-USA	Red Light Camera-October & November 2018	84,000.00
IT Savvy	Licenses and Replacement Computer	10,494.40
J.P. Mascaro	Single Waste Streaming	12,717.36
KOCH 33 Ford	2019 Ford Explorer	354,128.40
Land Tech Enterprises	Growing Greener Stormwater Management	126,156.60
Overhead Door Corporation	Doors For Abington Library	30,533.00
PA Chief of Police Associatin	Livescan Contract/Maintenance/Accreditation Fee	10,190.00
PECO	Street Lights	28,972.60
Petroleum Traders Corporation	Fuel for Township Fleet	24,529.78
Rudolph Clark, LLC	Retainer	8,750.00
	Land Development/Litigation	48,423.50
Second Alarmers	Monthly Services	15,625.00
Sliwinski Floor Covering	Flooring for the Library	19,709.19
Turtle & Hughes	Colonial LED Fixtures	10,710.00
US Bank	2014 G. O. Bond	26,874.98
	Total	<u>2,236,823.39</u>

TABLE A	
If Budget Number Begins With:	The Fund Name Is:
01	General Fund
02	Sewer Operations
03	Highway Aid
05	Health Care Fund
06	Grant Fund
07	Permanent Improvement Fund
08	Parks Capital
10	Tuition Reimbursement
12	Clearing Fund
13	Workers' Compensation
14	Refuse Fund
15	Main Street Mgr./Economic Dvlpmnt.. Fund
16	S.I.U.
17	Sewer Capital

TABLE B	
Department Codes in General Fund (Example 01- <u>01</u> -002-0101 = Administration)	
Administration	01
Tax Collector	02
Police	04
Finance	05
Code Enforcement	06
Engineering	07
Community Development	08
WWTP	02-10
Public Works	13
Vehicle Maintenance	14
Fire Services	15
Library	23
Parks & Recreation	24
Miscellaneous (Administration)	27
Insurance	28
Debt Service	30

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59403	1/2/2020	00005	ABINGTON FIRE CO	LOSAP PAYMEN	LOSAP PAYMENT	
		YTD Amount: 9,171.00			LOSAP PAYMENT	
					07-00-000-5999	9,171.00
					Total :	9,171.00
59404	1/2/2020	13612	COMCAST	JANUARY	INTERNET FOR POLICE ADMINIS	
		YTD Amount: 21.00			INTERNET FOR POLICE ADMINIS	
					01-04-040-5307	21.00
					Total :	21.00
59405	1/2/2020	14883	COMCAST	JANUARY	FAX LINES FOR TOWNSHIP BUIL	
		YTD Amount: 560.47			FAX LINES FOR TOWNSHIP BUIL	
					01-01-002-5305	560.47
					Total :	560.47
59406	1/2/2020	05441	COMCAST CABLE	JANUARY	CABLE YORK & HORACE	
		YTD Amount: 22.11			CABLE SERVICE YORK & HORAC	
					01-01-002-5305	22.11
					Total :	22.11
59407	1/2/2020	05860	COMCAST CABLE	JANUARY	ARDSLEY COMMUNITY CENTER	
		YTD Amount: 211.68			ARDSLEY COMMUNITY CENTER	
					01-24-152-5305	211.68
					Total :	211.68

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59408	1/2/2020	07316	COMCAST CABLE	JANUARY	CABLE SERVICE CRESTMONT P	
		YTD Amount: 121.85			CABLE SERVICE CRESTMONT P	
					01-24-153-5305	121.85
					Total :	121.85
59409	1/2/2020	07317	COMCAST CABLE	JANUARY	CABLE SERVICE PENBRYN POO	
		YTD Amount: 121.85			CABLE SERVICE PENBRYN POO	
					01-24-154-5305	121.85
					Total :	121.85
59410	1/2/2020	08543	COMCAST CABLE	JANUARY	SURVEILLANCE CAMERA REFUS	
		YTD Amount: 133.40			SURVEILLANCE CAMERA REFUS	
					14-12-103-5305	133.40
					Total :	133.40
59411	1/2/2020	15313	COMCAST CABLE	JANUARY	INTERNET FOR SPECIAL VIDEO.	
		YTD Amount: 47.30			INTERNET FOR SPECIAL VIDEO.	
					01-01-030-5305	47.30
					Total :	47.30
59412	1/2/2020	12791	CUSTOMER COMMUNICATIONS, TOUCH 9081		ESTIMATED POSTAGE OF THE 2	
		YTD Amount: 3,000.00			ESTIMATED POSTAGE OF THE 2	
					01-02-021-5300	3,000.00
					Total :	3,000.00
59413	1/2/2020	15405	DE LAGE LANDEN FINANCIAL	JANUARY	COPIER FOR WWTP	
		YTD Amount: 143.00				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59413	1/2/2020	15405	DÉLAGE LANDEN FINANCIAL	(Continued)	COPIER FOR WWTP 02-28-207-5213	143.00
					Total :	143.00
59414	1/2/2020	14523	E Z STORAGE	JANUARY	STORAGE FOR 2053 PARKDALE	
	YTD Amount:	123.00			STORAGE FOR 2053 PARKDALE 01-06-088-5305	123.00
					Total :	123.00
59415	1/2/2020	03600	EASTERN MONTGOMERY COUNTY	MEMBERSHIP	MEMBERSHIP FOR T.WEHMEYEI	
	YTD Amount:	200.00			MEMBERSHIP FOR T.WEHMEYEI 01-01-002-5301	200.00
					Total :	200.00
59416	1/2/2020	00389	EDGE HILL FIRE CO	LOSAP PAYMEN	LOSAP PAYMENT	
	YTD Amount:	9,171.00			LOSAP PAYMENT 07-00-000-5999	9,171.00
					Total :	9,171.00
59417	1/2/2020	10689	GFOA-PA	MEMBERSHIP	DUES FOR JEANNETTE HERMAN	
	YTD Amount:	150.00			DUES FOR JEANNETTE HERMAN 01-05-010-5301	150.00
					Total :	150.00
59418	1/2/2020	14457	MARLIN BUSINESS BANK	JANUARY	COPIER ON FINANCE DEPARTMI	
	YTD Amount:	515.00				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59418	1/2/2020	14457	MARLIN BUSINESS BANK	(Continued)	COPIER ON FINANCE DEPARTMI 01-30-011-5213	515.00 Total : 515.00
59419	1/2/2020	14726	MARLIN BUSINESS BANK	JANUARY	COPIER FOR POLICE RECORDS COPIER FOR POLICE RECORDS 01-30-011-5213	124.00 Total : 124.00
59420	1/2/2020	00893	McKINLEY FIRE CO	LOSAP PAYMEN	LOSAP PAYMENT LOSAP PAYMENT 07-00-000-5999	9,171.00 Total : 9,171.00
59421	1/2/2020	00051	P.S.A.T.C.	DUES	MEMBERSHIP DUES MEMBERSHIP DUES 01-01-001-5301	3,634.55 Total : 3,634.55
59422	1/2/2020	03204	PA- DEP	1132323	REGISTER STORAGE TANKS REGISTER STORAGE TANKS 02-10-200-5305	150.00 Total : 150.00
59423	1/2/2020	00980	ROSLYN FIRE CO	LOSAP PAYMEN	LOSAP PAYMENT	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59423	1/2/2020	00980	RÔSLYN FIRE CO	(Continued)	LOSAP PAYMENT 07-00-000-5999	9,171.00 Total : 9,171.00
59424	1/2/2020	04072	VERIZON	JANUARY	MONTHLY CONDUIT RENTAL MONTHLY CONDUIT RENTAL 01-01-002-5307	70.11 Total : 70.11
59425	1/2/2020	01035	WELDON FIRE CO	LOSAP PAYMENT	LOSAP PAYMENT LOSAP PAYMENT 07-00-000-5999	9,171.00 Total : 9,171.00
		23 Vouchers for bank code :		ap2		Bank total : 55,204.32
		23 Vouchers in this report				Total vouchers : 55,204.32

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59426	1/9/2020	00017	ACKER'S HARDWARE, INC.	1912-065353	TAPE FOR LEAF MACHINE HOSE	
		YTD Amount: 24.76				
				73047	TAPE FOR LEAF MACHINE HOSE	
					01-14-186-5304	24.76
					Total :	24.76
59427	1/9/2020	00301	AIKIDO USA LLC	CLASS	AIKIDO INSTRUCTOR	
		YTD Amount: 1,064.00				
				73051	AIKIDO INSTRUCTOR	
					01-24-156-5331	1,064.00
					Total :	1,064.00
D-10 59428	1/9/2020	15843	ALLEN, AYANA	REFUND	REFUND CLASS	
		YTD Amount: 130.00				
					REFUND CLASS	
					01-00-000-4427	130.00
					Total :	130.00
59429	1/9/2020	07350	ALLIED CONCRETE & SUPPLY CORP	681345	DECORATIVE WALLS	
		YTD Amount: 11,762.38				
				73078	DECORATIVE WALLS	
					07-13-575-7552	3,870.91
				SEE LIST	MATERIAL FOR WAR MEMORIAL	
					MATERIAL FOR WAR MEMORIAL	
					12-00-000-2511	7,891.47
					Total :	11,762.38
59430	1/9/2020	05205	AMERICAN UNIFORM	184720 02 03 18	2 - PERFORMANCE POLO LONG	
		YTD Amount: 3,219.28				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59430	1/9/2020	05205	AMERICAN UNIFORM	(Continued)		
				72258	2 - Performance Polo Long Sleeve	
					01-04-060-5316	93.93
				72258	1 - Wave Cap - Ziegler	
					01-04-048-5316	31.50
			196389-01	1963	19 - SHORT SLEEVE SHIRT~	
				73007	19 - Short Sleeve Shirt~	
					01-04-048-5316	2,516.50
			197420		CSO - ERIC WILEY~	
				72259	CSO - Dan Shields~	
					01-04-060-5316	203.00
			200493-01		BADGE FOR WARNER, TWO SER	
				73097	badge for Warner, two sergeants b	
					01-04-043-5316	235.95
			201064-01		NEW EMPLOYEE UNIFORM	
				72781	New employee uniform	
					01-24-159-5316	138.40
					Total :	3,219.28
59431	1/9/2020	02053	ANALYTICAL LABORATORIES, INC.	TESTING	LABORATORY ANALYSIS TESTIN	
			YTD Amount: 1,215.00			
					LABORATORY ANALYSIS TESTIN	
				73058	02-10-200-5305	1,215.00
					Total :	1,215.00
59432	1/9/2020	10829	AUSTIN - EDWARD COMPANY	4670	ATFD FIREFIGHTER SAFETY PRO	
			YTD Amount: 34.00			
					ATFD Firefighter Safety Program. :	
				73039	01-15-064-5322	34.00
					Total :	34.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59433	1/9/2020	10132	BAXTER, LEVAR		REIMBURSEMENT FOR DE-ESC/	
		YTD Amount: 150.00			REIMBURSEMENT FOR DE-ESC/	
					01-04-056-5234	150.00
					Total :	150.00
59434	1/9/2020	13853	BDI	9500978839	MARKING PAINT	
		YTD Amount: 63.57				
				73062	MARKING PAINT	
					02-10-205-5304	63.57
					Total :	63.57
59435	1/9/2020	00825	BERGEY'S INC.	SEE LIST	MACK TRUCK PARTS & SUPPLIE	
		YTD Amount: 1,085.42				
				72597	MACK TRUCK PARTS & SUPPLIE	
					01-14-186-5304	1,085.42
					Total :	1,085.42
59436	1/9/2020	07170	BERKHEIMER TAX ADMINISTRATOR	DECEMBER	EIT Commission	
		YTD Amount: 4,169.70			EIT Commission	
					01-02-021-5305	4,169.70
					Total :	4,169.70
59437	1/9/2020	00707	BILLOWS ELECTRIC SUPPLY INC	4651880 00 01	LIGHTS FOR ACEC	
		YTD Amount: 378.55				
				73084	Lights for ACEC	
					01-24-152-5323	378.55
					Total :	378.55
59438	1/9/2020	15267	BOUCHER & JAMES, INC	1926009R	JEFFERSON AVE LD 19-06	
		YTD Amount: 3,563.75				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59438	1/9/2020	15267	BÔÛCHER & JAMES, INC	(Continued)	JEFFERSON AVE LD 19-06	
					07-00-000-2442	141.25
			91383		ABINGTON HOSPITAL PARKING (
					ABINGTON HOSPITAL PARKING (
					07-00-000-2451	500.00
			91385		BEADERWOOD LD 19-09	
					BEADERWOOD LD 19-09	
					07-00-000-2442	2,922.50
					Total :	3,563.75
59439	1/9/2020	12200	COLONIAL ELECTRIC SUPPLY CO	13170403 13191	STARTER OVERLOADS ~	
		YTD Amount: 1,211.80				
				73000	STARTER OVERLOADS ~	
					17-10-851-7477	1,211.80
					Total :	1,211.80
59440	1/9/2020	14979	COMCAST	DECEMBER	NEW INTERNET SERVICE FOR T	
		YTD Amount: 3,020.06				
					PUBLIC WORKS, TRAINING CEN	
					01-01-002-5307	3,020.06
					Total :	3,020.06
59441	1/9/2020	11148	COMTEC	1535 105	ANNUAL FM-200 INSPECTION SE	
		YTD Amount: 490.00				
				73037	annual fm-200 inspection server ro	
					01-01-005-5305	490.00
					Total :	490.00
59442	1/9/2020	08628	CONTRACT & COMMERCIAL INC., STAPL 334244587		OFFICE SUPPLIES	
		YTD Amount: 1,886.79				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59442	1/9/2020	08628	CÔNTRACT & COMMERCIAL INC., STAPL (Continued)			
					OFFICE SUPPLIES	
			SEE ATTACHEE	73029	01-01-005-5322 NOTEPADS, WIPES FOR AFIS M/ notepads, wipes for afis machine	12.05
			SEE LIST	73057	01-04-053-5300 UPS BACKUP POWER SUPPLIES UPS BACKUP POWER SUPPLIES	62.51
				73057	02-10-203-5317 OFFICE SUPPLIES	334.89
				73001	02-10-201-5300 2 - Staples Notepads, 8.5" x 11.75"	95.42
			STAPLES	72909	01-04-048-5300 EQUIPMENT AND MATERIAL - M. Equipment and Material - Major.~	312.96
					01-15-057-5320	1,068.96
					Total :	1,886.79
59443	1/9/2020	08023	DEHART & SON, H.A.	X101003819 01	HOSE FOR LEAF MACHINE	
			YTD Amount: 857.68			
				72974	HOSE FOR LEAF MACHINE	
					01-14-186-5304	857.68
					Total :	857.68
59444	1/9/2020	09177	DEX MEDIA	DECEMBER	BLUE PAGES OF PHONE BOOK	
			YTD Amount: 21.00			
					BLUE PAGES OF PHONE BOOK	
					01-01-002-5307	21.00
					Total :	21.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59445	1/9/2020	13766	DÖÖRCHECK, INC, JAMES	722422 722424	REPLACEMENT DOORS FOR ABI	
		YTD Amount: 3,563.94			REPLACEMENT DOORS FOR ABI	
					07-23-071-7496	3,563.94
					Total :	3,563.94
59446	1/9/2020	02074	DSI MEDICAL SERVICES, INC.	DRUG TEST FIF	FIRE DEPT DRUG & SUBSTANCI	
		YTD Amount: 130.74			FIRE DEPT DRUG & SUBSTANCI	
					01-15-064-5305	130.74
					Total :	130.74
59447	1/9/2020	01096	EAGLE POWER & EQUIP CORP	P13837	RADIATOR FOR LOADER #152	
		YTD Amount: 1,553.68			RADIATOR FOR LOADER #152	
				72917	01-14-186-5304	1,553.68
					Total :	1,553.68
59448	1/9/2020	12461	EVANS, CAROLYN BRAUN	REIMBURSEME	REIMBURSEMENT FOR TRAIN F/	
		YTD Amount: 15.30			REIMBURSEMENT FOR TRAIN F/	
					01-01-002-5340	11.52
					REIMBURSEMENT FOR TRAIN F/	
					01-00-000-2512	3.78
					Total :	15.30
59449	1/9/2020	08830	FERGUSON ENTERPRISES LLC	4092650	SUPPLIES FOR SINK AT ANNEX	
		YTD Amount: 62.28			supplies for sink at annex	
				73096	01-04-062-5317	62.28
					Total :	62.28

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59450	1/9/2020	01778	FINK, STEVEN		TUITION REIMBURSEMENT	
		YTD Amount: 3,922.82			TUITION RIEMBURSEMENT	
					01-04-040-5190	3,922.82
					Total :	3,922.82
59451	1/9/2020	01102	GARDEN STATE HWY PRODUCTS, INC	PSIN010975	SIGNS FOR P.W. DEPT.	
		YTD Amount: 147.10				
				73005	SIGNS FOR P.W. DEPT.	
					01-13-131-5323	147.10
					Total :	147.10
59452	1/9/2020	11873	GEORGE'S TOOL RENTAL	231629-1	FLOOR GRINDER RENTAL	
		YTD Amount: 250.28				
				73080	Floor Grinder Rental	
					01-24-151-5323	250.28
					Total :	250.28
59453	1/9/2020	00512	GEPPERT INC., WILLIAM A	21838	CRACK SEALANT, SPRAY FOAM	
		YTD Amount: 1,610.80				
				73070	CRACK SEALANT, SPRAY FOAM	
					02-10-203-5322	12.48
			SEE ATTACHED		SUPPLIES FOR REPLACEMENT I	
					SUPPLIES FOR REPLACEMENT I	
					07-23-071-7496	1,598.32
					Total :	1,610.80
59454	1/9/2020	15823	GLATTHORN, KATHY	REFUND	Refund large item pick up	
		YTD Amount: 10.00				
					Refund large item pick up	
					14-00-000-4397	10.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59454	1/9/2020	15823	GLATTHORN, KATHY	(Continued)		Total : 10.00
59455	1/9/2020	01110	GRAINGER, INC.	93893124296	1" ASCO GAS VALVE FOR MEADK	
		YTD Amount: 352.45		73069	1" ASCO GAS VALVE FOR MEADK	
					17-10-851-7477	352.45
						Total : 352.45
59456	1/9/2020	15840	GRANITE MASTERS	L191226602	MATERIALS FOR ALVERTHORPE	
		YTD Amount: 1,950.00		73075	Materials for Alverthorpe Park Cont	
					01-24-151-5323	1,950.00
						Total : 1,950.00
D-17 59457	1/9/2020	09020	HAFER PETROLEUM EQUIPMENT LTD	0184072 IN	REPLACEMENT HOSE FOR GAS	
		YTD Amount: 628.84		72877	REPLACEMENT HOSE FOR GAS	
					01-14-186-5310	628.84
						Total : 628.84
59458	1/9/2020	15299	HEI-WAY, LLC	91206022	TEMPORARY COLD-PATCH	
		YTD Amount: 1,120.52		72987	TEMPORARY COLD-PATCH	
					07-00-967-7200	1,120.52
						Total : 1,120.52
59459	1/9/2020	00851	HOME DEPOT CREDIT SERVICES	5358603	MATERIALS FOR WAR MEMORIA	
		YTD Amount: 4,372.05			MATERIALS FOR WAR MEMORIA	
					12-00-000-2511	2,519.86

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59459	1/9/2020	00851	HÔME DEPOT CREDIT SERVICES (Continued) 8044562	73087	REPLACEMENT TOOLS FOR TRU REPLACEMENT TOOLS FOR TRU	
				73087	07-13-575-7556 CLEANING SUPPLIES FOR P.W. I	78.83
			see attached	73046	01-13-131-5323 ALVERTHORPE PARK PRESCHO Alverthorpe Park Preschool Restro	5.14
					01-24-151-5323	1,768.22
					Total :	4,372.05
59460	1/9/2020	05090	HOUDINI LOCK & SAFE	9115	REPAIRS AND MAINTENENACE T	
	YTD Amount: 544.90			72534	Repairs and maintenence to ID ca	
					01-24-150-5304	544.90
					Total :	544.90
59461	1/9/2020	10423	INTER-STATE SIGNS	16003	SIGNS FOR PARKS	
	YTD Amount: 192.00			72952	Signs for parks	
					01-24-158-5323	192.00
					Total :	192.00
59462	1/9/2020	10249	ITSAVVY LLC	01157575	6 REPLACEMENT COMPUTERS,	
	YTD Amount: 10,494.40			73042	6 replacement computers, various i	
					01-01-005-5305	3,557.70
			0157907	73038	20 OFFICE 2019 LICENSCESES 20 Office 2019 Licensces	
					01-01-005-5319	6,936.70

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59462	1/9/2020	10249	ITSAVVY LLC	(Continued)		Total : 10,494.40
59463	1/9/2020	12348	J.P. MASCARO & SONS	000000433	SINGLE & COMMINGLE TONNAG	
		YTD Amount: 12,717.36			SINGLE & COMMINGLE TONNAG	
					14-12-103-5305	12,717.36
					Total :	12,717.36
59464	1/9/2020	13273	KOCH 33 FORD	SEE LIST	8 POLICE VEHICLES WITH ALL E	
		YTD Amount: 354,128.40				
				69806	8 police vehicles with all equipment	
					07-04-525-7540	335,000.00
				69806	8 police vehicles with all equipment	
					01-14-186-5304	19,128.40
					Total :	354,128.40
59465	1/9/2020	04394	LANCASTER TRUCK BODIES INC	6163084	SALT SPREADER FOR TRUCK #1	
		YTD Amount: 3,921.00				
				72304	SALT SPREADER FOR TRUCK #1	
					03-13-148-5320	3,921.00
					Total :	3,921.00
59466	1/9/2020	13362	LANDSCAPE ARCHITECTURE, SIMONE-C 13439		ABINGTON TAP TRAIL CD'S	
		YTD Amount: 1,344.98				
					ABINGTON TAP TRAIL CD'S	
					07-01-500-7524	1,344.98
					Total :	1,344.98
59467	1/9/2020	13663	LANDTECH ENTERPRISES, INC.	65432	GROWING GREENER 2016 PRO.	
		YTD Amount: 126,156.60				
					GROWING GREENER 2016 PRO.	
					06-07-302-5305	126,156.60

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59467	1/9/2020	13663	LANDTECH ENTERPRISES, INC.	(Continued)		Total : 126,156.60
59468	1/9/2020	12818	LANSDALE CHRYSLER	112702	PARTS FOR 29-12	
		YTD Amount: 255.23				
				73072	PARTS FOR 29-12	
					01-14-186-5304	255.23
						Total : 255.23
59469	1/9/2020	09843	LAUREL HILL GARDENS	7006	EMERGENCY TREE REMOVAL~	
		YTD Amount: 559.50				
				73079	Emergency Tree Removal~	
					07-24-800-7580	559.50
						Total : 559.50
D-20 59470	1/9/2020	12761	LITTLE, INC, ROBERT E.	04-699085	CHAIN SAWS	
		YTD Amount: 2,208.94				
				73076	Chain saws	
					01-24-158-5323	2,208.94
						Total : 2,208.94
59471	1/9/2020	05516	LOWE'S BUSINESS ACCOUNT	01222	SUPPLIES FOR ABINGTON LIBR/	
		YTD Amount: 70.50				
					SUPPLIES FOR ABINGTON LIBR/	
					07-23-071-7496	70.50
						Total : 70.50
59472	1/9/2020	10770	M.E.G. CONTRACTORS, INC.	711	ATFD FIRE TRAINING FACILITY -	
		YTD Amount: 850.00				
				73040	ATFD Fire Training Facility - Techni	
					01-15-064-5305	850.00
						Total : 850.00

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59473	1/9/2020	15291	MÃNFREDI, RICHARD		PHONE REIMBURSEMENT	
		YTD Amount: 182.71			PHONE REIMBURSEMENT	
					01-01-002-5307	182.71
					Total :	182.71
59474	1/9/2020	09136	MASON CO., INC., W.B.	205856344	ABINGTON TOWNSHIP PUBLIC S	
		YTD Amount: 232.48			Abington Township Public Safety	
				72989	01-15-064-5322	232.48
					Total :	232.48
59475	1/9/2020	11137	MELILLO CONSULTING INC	48318	8 EMERGENCY CONSULTING CC	
		YTD Amount: 1,800.00			8 emergency consulting contract hc	
				73035	01-01-005-5305	1,800.00
					Total :	1,800.00
59476	1/9/2020	01034	NAPAAUTO PARTS	4607-542191	1 - TOGGLE SWITCH	
		YTD Amount: 4.66			1 - TOGGLE SWITCH	
				73061	02-10-203-5304	4.66
					Total :	4.66
59477	1/9/2020	14881	NEXTGEN FURNITURE INC.	3535	4 TABLES - BOARD ROOM ~	
		YTD Amount: 4,639.41			4 Tables - Board Room ~	
				73071	07-01-500-7532	2,625.84

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59477	1/9/2020	14881	NËXTGEN FURNITURE INC. (Continued) 3548		TWO OFFICE DESKS	
				72997	Two office desks	
				72997	01-24-150-5300 Two office desks	1,880.31
					01-24-152-5300	133.26
					Total :	4,639.41
59478	1/9/2020	14878	NORTH AMERICAN SYSTEMS INT.	61018	EXTEND AND EXPAND ANTI-VIRU	
	YTD Amount:	4,436.00				
				73036	Extend and expand anti-virus contr:	
					01-01-005-5305	4,436.00
					Total :	4,436.00
59479	1/9/2020	12333	NUCHEM CORP.	191998	SLUDGE BOILERS WATER TREA	
	YTD Amount:	290.34				
				73059	SLUDGE BOILERS WATER TREA	
					02-10-200-5305	290.34
					Total :	290.34
59480	1/9/2020	04265	OFFICE BASICS, INC.	L-1407168	WHITE COPY PAPER FOR TOWN	
	YTD Amount:	304.04				
				73074	White Copy Paper For Township	
					01-01-002-5300	294.90
				73074	Pencil Holder for Finance Office	
					01-05-010-5300	4.99
				73074	Paper Clip Holder for Finance Offic	
					01-05-010-5300	4.15
					Total :	304.04

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59481	1/9/2020	03683	PARK AUTO REPAIR INC.	1242	PLOW CONTROLER	
		YTD Amount: 855.71				
				73073	PLOW CONTROLER	
			46361		01-14-186-5304	335.86
				73056	EMISSION TEST & ALIGNMENTS	
					01-14-186-5304	519.85
					Total :	855.71
59482	1/9/2020	02204	PENNSYLVANIA STATE UNIVERSITY	106471	BIOSOLIDS SAMPLE ANALYSIS	
		YTD Amount: 405.00				
				73060	BIOSOLIDS SAMPLE ANALYSIS	
					02-10-200-5305	405.00
					Total :	405.00
59483	1/9/2020	15774	PEPPERBALL	0047844	QUOTE 47844 - SLING AND GLAS	
		YTD Amount: 770.00				
				72381	Quote 47844 - sling and glass brea	
					01-04-043-5323	770.00
					Total :	770.00
59484	1/9/2020	12563	PETROLEUM TRADERS CORPORATION	1490790	6000 GALLONS OF DIESEL FUEL	
		YTD Amount: 12,589.80				
				73077	6000 GALLONS OF DIESEL FUEL	
					01-14-186-5304	12,589.80
					Total :	12,589.80
59485	1/9/2020	09002	PINELANDS NURSERY & SUPPLY	017321	TREES	
		YTD Amount: 3,998.75				
				72982	Trees	
					07-24-800-7582	3,998.75

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59485	1/9/2020	09002	PINELANDS NURSERY & SUPPLY	(Continued)		Total : 3,998.75
59486	1/9/2020	15831	POLICE DEPARTMENT, UPPER GWYNEC SOBRIETY CHE		DUI CHECKPOINT DRE - LOWER	
	YTD Amount:	1,098.60				
				73032	DUI Checkpoint DRE - Lower More	
					06-04-077-5333	366.20
				73031	DUI Checkpoint DRE - Upper Dubli	
					06-04-077-5333	366.20
				73034	DUI Checkpoint DRE - Whitemarsh	
					06-04-077-5333	366.20
					Total :	1,098.60
D-24 59487	1/9/2020	15436	PORTER, BONNIE	REFUND	REFUND CLASS	
	YTD Amount:	130.00			REFUND CLASS	
					01-00-000-4427	130.00
					Total :	130.00
59488	1/9/2020	10427	POSEN INC, JOHN S.	170520	ATFD FIRE TRAINING AND COMM	
	YTD Amount:	77.00				
				72988	ATFD Fire Training and Community	
					01-15-064-5305	77.00
					Total :	77.00
59489	1/9/2020	04032	PREMIUM CLEANING SERVICE CORP	509095	DECEMBER	
	YTD Amount:	225.00				
				69589	December	
					01-24-157-5305	225.00
					Total :	225.00
59490	1/9/2020	00962	PRIMEX CENTERS, INC.	1 952801	DEER REPELENT	
	YTD Amount:	117.00				

Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59490	1/9/2020	00962	PRIMEX CENTERS, INC.	(Continued)		
				72953	Deer repelent	
					01-24-158-5323	117.00
					Total :	117.00
59491	1/9/2020	14648	QUAKERTOWN VETERINARY CLINIC	1065863	INVOICE FOR JASO BOARDING /	
	YTD Amount:	630.90				
				73098	Invoice for Jaso boarding and chec	
					01-04-049-5305	630.90
					Total :	630.90
59492	1/9/2020	07388	RED THE UNIFORM TAILOR INC, GALLS I014431433 BC0		INVOICE 014431433 - TOURNIQU	
	YTD Amount:	442.90				
				73050	Invoice 014431433 - tourniquets for	
					01-04-044-5316	334.40
				73050	J. Jones - BC0995030 - 1/4 zip flee	
					01-04-044-5316	108.50
					Total :	442.90
59493	1/9/2020	13056	REPUBLIC SERVICES INC	0320 003775313	GRIT & SCREENING DISPOSAL S	
	YTD Amount:	956.40				
				73065	GRIT & SCREENING DISPOSAL S	
					02-10-200-5305	956.40
					Total :	956.40
59494	1/9/2020	07194	RIVIERA D'ITALIA	084196	INVOICE 084796 - TRUCK DETAIL	
	YTD Amount:	57.15				
				73048	Invoice 084796 - truck detail lunch	
					01-04-048-5305	57.15
					Total :	57.15

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59495	1/9/2020	00984	S & S WORLDWIDE, INC.	IN1003266397	RECREATION MATERIALS	
		YTD Amount: 471.16				
				72908	Recreation materials	
					01-24-156-5324	471.16
					Total :	471.16
59496	1/9/2020	10044	SANDS, ROBERT	REIMBURSEME	FOOD FOR ALL SUPERVISOR'S M	
		YTD Amount: 77.80				
				73019	Food for all supervisor's meeting	
					01-04-043-5340	77.80
					Total :	77.80
59497	1/9/2020	00053	SAXON OFFICE TECHNOLOGY, INC.	96473	MONTHLY PRINTER MANAGEME	
		YTD Amount: 752.00				
					MONTHLY PRINTER CONTACT	
					01-01-005-5305	752.00
					Total :	752.00
59498	1/9/2020	15124	SHECHTMAN TREE CARE, LLC	21117	EMERGENCY TREE WORK~	
		YTD Amount: 2,300.00				
				73055	Emergency Tree Work~	
					07-24-800-7580	2,300.00
					Total :	2,300.00
59499	1/9/2020	15844	SHERMAN, HEATHER	REFUND	Refund large item pick up	
		YTD Amount: 10.00				
					Refund large item pick up	
					14-00-000-4397	10.00
					Total :	10.00
59500	1/9/2020	15301	SHRED-IT USA	143364	ON SITE SHREDDING CONFIDEN	
		YTD Amount: 112.35				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59500	1/9/2020	15301	SHRED-IT USA	(Continued)	ON SITE SHREDDING CONFIDEN 14-12-103-5305	112.35 Total : 112.35
59501	1/9/2020 YTD Amount: 495.50	07569	SNELLBAKER PRINTING COMPANY	72859 72859	10M-#10 REGULAR ENVELOPES- 10M-#10 Regular Envelopes-\$500. 01-01-002-5300	495.50 Total : 495.50
59502	1/9/2020 YTD Amount: 186.00	12111	SORRENTINO, JOHN	REIMBURSEME	REIMBURSEMENT FOR EAC TEE REIMBURSEMENT FOR EAC TEE 01-01-002-5340	186.00 Total : 186.00
59503	1/9/2020 YTD Amount: 13.00	00175	SOUTHEASTERN PENNSYLVANIA	134666	RIGHT-OF-WAY-RENTAL- ADDITI RIGHT-OF-WAY-RENTAL- ADDITI 02-10-203-5305	13.00 Total : 13.00
59504	1/9/2020 YTD Amount: 356.00	03986	SPRINGFIELD POLICE DEPT.	SOBRIETY CHE 72801	ROVING PATROL JULY 6TH, 2019 Roving Patrol July 6th, 2019 06-04-077-5333	356.00 Total : 356.00
59505	1/9/2020 YTD Amount: 238.30	10821	STEVENS, RITA	REIMBURSEME	REIMBURSEMENT FOR TREE ST	

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Voucher List
TWP OF ABINGTON

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59505	1/9/2020	10821	STEVENS, RITA	(Continued)	REIMBURSEMENT FOR TREE ST 01-24-158-5340	238.30 Total : 238.30
59506	1/9/2020	15540	THE HOME DEPOT PRO	520875139	AT LIBRARY SUPPLIES - NOV. - \$	
	YTD Amount: 559.41			73099	AT Library Supplies - Nov. - \$275.7	
					01-01-030-5318	275.73
			525208401	73100	AT LIBRARY SUPPLIES - DEC. - \$	
					AT Library Supplies - Dec. - \$283.6	
					01-01-030-5318	283.68
					Total :	559.41
D-28 59507	1/9/2020	15442	THE KAPOOR COMPANY	12/24/2019	PORFESSIONAL SERVICES	
	YTD Amount: 5,152.50				PORFESSIONAL SERVICES	
					01-01-003-5201	5,152.50
					Total :	5,152.50
59508	1/9/2020	15270	THE MACK SERVICE GROUP	1348319 134831	HEATING OIL FOR 1833 HARDINC	
	YTD Amount: 377.37				HEATING OIL FOR 1833 HARDINC	
					01-24-157-5309	377.37
					Total :	377.37
59509	1/9/2020	10627	TRAFFIC PLANNING & DESIGN INC	TPD18169	FOXCROFT SQUARE LD 19-08	
	YTD Amount: 5,328.50				FOXCROFT SQUARE LD 19-08	
					07-00-000-2451	645.00

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59509	1/9/2020	10627	TRAFFIC PLANNING & DESIGN INC (Continued) TPD18170		ABTO 00021 CHOP ABTO 00021 CHOP	
			TPD18171		07-00-000-2451 1538-46 EASTON ROAD 1538-46 EASTON ROAD	3,563.30
			TPD18172		07-00-000-2451 1057 EASTON ROAD ~ 1057 EASTON ROAD ~	560.10
					07-00-000-2451	560.10
					Total :	5,328.50
D-29 59510	1/9/2020	01119	TRAFFIC PRODUCTS, INC.	2019-495	(10) TOMAR SD 4091 PRE-EMPTI	
	YTD Amount: 3,700.00			72204	(10) TOMAR SD 4091 PRE-EMPTI	
					03-13-146-5304	3,700.00
					Total :	3,700.00
59511	1/9/2020	13647	TRUCKPRO, LLC	NOVEMBER	TRUCK PARTS FOR TWP. FLEET	
	YTD Amount: 1,646.05			72615	TRUCK PARTS FOR TWP. FLEET	
					01-14-186-5304	1,646.05
					Total :	1,646.05
59512	1/9/2020	14228	UNIFIRST	5886758	REPLENISH FIRST AID KITS	
	YTD Amount: 69.76			73049	replenish first aid kits	
					01-04-053-5340	46.22
				73101	First Aid Safety Supplies - \$23.54	
					01-01-002-5300	23.54

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59512	1/9/2020	14228	UNIFIRST	(Continued)		Total : 69.76
59513	1/9/2020	04380	UPPER DUBLIN POLICE DEPT.	SOBRIETY CHE	DUI CHECKPOINT - LOWER MOF	
		YTD Amount: 414.20		72505	DUI Checkpoint - Lower Moreland -	
					06-04-077-5333	414.20
					Total :	414.20
59514	1/9/2020	00269	USA BLUE BOOK	093418	PH BUFFER FOR THE LAB	
		YTD Amount: 114.77		72966	PH BUFFER FOR THE LAB	
					02-10-200-5335	114.77
					Total :	114.77
D-30 59515	1/9/2020	07500	VILE, SUSAN ELIZABETH	12/27/2019	TRANSCRIPTION/EDITING OF MI	
		YTD Amount: 441.00			Transcription/Editing of minutes for	
					01-01-002-5305	441.00
					Total :	441.00
90 Vouchers for bank code : ap2					Bank total :	624,541.87
90 Vouchers in this report					Total vouchers :	624,541.87

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59516	1/13/2020	15328	AGENCY360		FTO SOFTWARE - ANNUAL FEES	
		YTD Amount: 1,197.00				
				73090	FTO software - annual fees	
					01-04-043-5320	1,197.00
					Total :	1,197.00
59517	1/13/2020	14346	ANDERSON & ASSOCIATES, INC, THOMAS SERVICES		CONSULTING SERVICES FOR 20	
		YTD Amount: 3,900.00				
					CONSULTING SERVICES FOR 20	
					01-28-012-5215	3,900.00
					Total :	3,900.00
D-31 59518	1/13/2020	02821	APCO INSTITUTE		APCO CERTIFICATION FOR BERNIE	
		YTD Amount: 213.00				
				73147	APCO Certification for Bernie	
					01-04-055-5305	213.00
					Total :	213.00
59519	1/13/2020	02776	ARCHIE, JOHN		REIMBURSE RETIREES INSURANCE	
		YTD Amount: 194.78				
					REIMBURSE RETIREES INSURANCE	
					05-01-028-5102	194.78
					Total :	194.78
59520	1/13/2020	15235	COMCAST		INTERNET FOR CRESTMONT CLUB	
		YTD Amount: 113.35				
					INTERNET FOR CRESTMONT CLUB	
					01-24-153-5305	113.35
					Total :	113.35

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59521	1/13/2020	10783	COMCAST CABLE	JANUARY	MONTHLY CABLE ROSLYN PARK	
		YTD Amount: 88.40			MONTHLY CABLE ROSLYN PARK	
					01-24-158-5305	88.40
					Total :	88.40
59522	1/13/2020	04594	D.V.H.T.	JANUARY	MONTHLY HEALTH INSURANCE I	
		YTD Amount: 351,706.76			Police retirees	
					05-01-028-5111	35,597.86
					Non-Police retirees	
					05-01-029-5111	20,842.80
					Active employees	
					01-00-000-2455	321,162.29
					Cobra	
					01-28-012-5111	2,627.49
					Rate stabilization credit	
					01-00-000-2520	-28,523.68
					Total :	351,706.76
59523	1/13/2020	07121	D.V.H.T.	JANUARY	MONTHLY DENTAL INSURANCE I	
		YTD Amount: 14,970.89			MONTHLY DENTAL INSURANCE I	
					01-00-000-2459	14,730.53
					COBRA & COMMISSIONERS DEN	
					01-28-012-5111	240.36
					Total :	14,970.89
59524	1/13/2020	14374	D.V.H.T.	JANUARY	PRESCRIPTION PLAN	
		YTD Amount: 150,253.70				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59524	1/13/2020	14374	D.V.H.T.	(Continued)	PRESCRIPTION PLAN	
					01-00-000-2458	140,542.97
					PRESCRIPTION PLAN	
					05-01-028-5111	8,870.48
					PRESCRIPTION PLAN	
					01-28-012-5111	840.25
					Total :	150,253.70
59525	1/13/2020	14523	E Z STORAGE	FEBRUARY REI	FEBRUARY STORAGE RENTAL F	
			YTD Amount: 246.00		FEBRUARY STORAGE RENTAL F	
					01-06-088-5305	123.00
					Total :	123.00
59526	1/13/2020	11851	FBINAA	DUES	2020 FBINAA MEMBERSHIP DUE:	
			YTD Amount: 125.00		2020 FBINAA Membership dues	
				73234	01-04-040-5301	125.00
					Total :	125.00
59527	1/13/2020	00970	FIDELIO INSURANCE CO.	JANUARY	MONTHLY DENTAL INSURANCE I	
			YTD Amount: 10,825.52		DENTAL INSURANCE PREMIUM	
					01-00-000-2459	10,528.45
					COBRA/COMMISSIONERS DENT,	
					01-28-012-5111	297.07
					Total :	10,825.52
59528	1/13/2020	14425	FRANKFORD, CECILIA	JANUARY	REIMBURSE RETIREES INSURAN	
			YTD Amount: 194.78			

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59528	1/13/2020	14425	FRANKFORD, CECILIA	(Continued)	REIMBURSE RETIREES INSURAN 05-01-029-5102	194.78 Total : 194.78
59529	1/13/2020	05119	INTERNATIONAL ASSOC CHIEFS	DUES	DEPUTY CHIEF WARNER - MEME	
	YTD Amount:	190.00		73088	Deputy Chief Warner - membership 01-04-040-5301	190.00 Total : 190.00
59530	1/13/2020	08105	LENTES, MARIANNE	JANUARY	REIMBURSE RETIREES INSIURA	
	YTD Amount:	194.78			REIMBURSE RETIREES INSURAN 05-01-029-5102	194.78 Total : 194.78
59531	1/13/2020	06010	MacFARLAND, JAMES	JANUARY	REIMBURSE RETIREES INSURAN	
	YTD Amount:	194.78			REIMBURSE RETIREES INSURAN 05-01-029-5102	194.78 Total : 194.78
59532	1/13/2020	09136	MASON CO., INC., W.B.	206405246	BOXES FOR THE ROC	
	YTD Amount:	326.68		73095	boxes for the ROC 01-04-055-5300	94.20 Total : 94.20
59533	1/13/2020	12454	MICROSOFT	SEE LIST	JANUARY 2020 OFFICE365 SERV	
	YTD Amount:	1,647.40				

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59533	1/13/2020	12454	MICROSOFT (Continued)	73113	January 2020 Office365 service 01-01-005-5305	1,647.40 Total : 1,647.40
59534	1/13/2020 YTD Amount: 194.78	15196	MURPHY, JACK JANUARY		RETIREES INSURANCE REIMBUI RETIREES REIMBURSEMENT 05-01-029-5102	194.78 Total : 194.78
59535	1/13/2020 YTD Amount: 350.00	01104	OF TOWNSHIP COMMISSIONERS, MONT DUES		YEARLY ASSOCIATION DUES YEARLY ASSOCIATION DUES 01-01-001-5301	350.00 Total : 350.00
59536	1/13/2020 YTD Amount: 10,190.00	03020	PA CHIEFS OF POLICE ASSOC 2812	73092	ACCREDITATION ANNUAL FEE - I Accreditation Annual Fee - Invoice :	
			2938	73093	01-04-063-5305 LIVESCAN/CPIN YEARLY MAINTENANCE Livescan/CPIN yearly maintenance	1,000.00
			3117	73091	01-04-040-5305 LIVESCAN/CPIN MAINTENANCE - Livescan/CPIN maintenance - yearl	8,200.00
					01-04-040-5305	990.00 Total : 10,190.00
59537	1/13/2020 YTD Amount: 750.00	01339	PENNSYLVANIA MUNICIPAL LEAGUE MEMBERSHIP		YEARLY MEMBERSHIP	

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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59537	1/13/2020	01339	PENNSYLVANIA MUNICIPAL LEAGUE	(Continued)	YEARLY MEMBERSHIP 01-01-002-5301	750.00 Total : 750.00
59538	1/13/2020	06968	POLICE CHIEFS ASSOC OF S.E. PA	MEMBERSHIP	PORTER - ANNUAL FEE FOR AC	
		YTD Amount: 100.00		73208	Porter - annual fee for Active and	
				73235	01-04-040-5301 2020 Membership dues - Chief Mol	50.00
					01-04-040-5301	50.00 Total : 100.00
59539	1/13/2020	03511	RED SKY MARKETING LLC	MAILING	BUNDLE, & DELIVERY OF 2020 C	
		YTD Amount: 2,735.55			BUNDLE, & DELIVERY OF 2020 C	
					01-00-000-2510	2,735.55 Total : 2,735.55
59540	1/13/2020	01784	ROMAN, PHILLIP A.	JANUARY	RETIREES MEDICAL REIMBURSE	
		YTD Amount: 478.41			REIMBURSE RETIREE'S INSURAI	
					05-01-029-5102	478.41 Total : 478.41
59541	1/13/2020	12730	STATE WORKER'S INS. FUND	2 OF 11	SWIF PAYMENT	
		YTD Amount: 3,196.00			SWIF PAYMENT	
					01-15-091-5215	3,196.00 Total : 3,196.00

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59542	1/13/2020	15845	THOMPSON, MICHAEL		REFUND FOR JANUARY PRESCF	
		YTD Amount: 85.56			REFUND FOR JANUARY PRESCF	
					05-00-000-4428	85.56
					Total :	85.56
59543	1/13/2020	08728	TOWNSEND, RAYMOND		REIMBURSEMENT FOR STICKER	
		YTD Amount: 289.00			reimbursement for APD stickers	
				73165	01-04-060-5323	289.00
					Total :	289.00
59544	1/13/2020	10730	U.S. POSTAL SERVICE		YEARLY PERMIT 65 FEE	
		YTD Amount: 235.00			YEARLY PERMIT 65 FEE	
					01-01-002-5306	235.00
					Total :	235.00
59545	1/13/2020	11899	USPCA REGION 6		SGT. DOYLE AND BELLA - YEARL	
		YTD Amount: 50.00			Sgt. Doyle and Bella - yearly	
				73089	01-04-049-5340	50.00
					Total :	50.00
59546	1/13/2020	12843	VERIZON WIRELESS		MODEMS/POLICE CARS	
		YTD Amount: 1,080.33			MODEMS FOR POLICE CARS	
					01-04-055-5305	1,080.33
					Total :	1,080.33
59547	1/13/2020	02975	APPLIED MICRO SYSTEMS, LTD.		MONTHLY SOFTWARE CONTRA	
		YTD Amount: 146.00				

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59547	1/13/2020	02975	APPLIED MICRO SYSTEMS, LTD.	(Continued)	MONTHLY SOFTWARE CONTRACT 01-01-005-5305	146.00 Total : 146.00
59548	1/13/2020	08345	BLUMENTHAL, JAY W	JANUARY	COLLECTION REFUSE & SEWER COLLECTION REFUSE & SEWER 01-02-020-5305	1,000.00 Total : 1,000.00
59549	1/13/2020	12951	CLARKE, LLC, RUDOLPH	JANUARY	LEGAL SERVICES-RETAINER LEGAL SERVICES-RETAINER 01-01-003-5200	8,750.00 Total : 8,750.00
59550	1/13/2020	01311	COMPUTYME INC	JANUARY	TIME SHARING COMPUTER TIME SHARING COMPUTER 01-01-005-5305 TIME SHARING COMPUTER 01-00-000-1300	625.00 Total : 1,250.00
59551	1/13/2020	13978	DE LAGE FINANCIAL SERVICES INC	JANUARY	DE LAGE LANDEN FINANCIAL COPIERS FOR HR.AND POLICE 01-30-011-5213	220.00 Total : 220.00

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59552	1/13/2020	15405	DE LAGE LANDEN FINANCIAL	FEBRUARY	COPIER FOR WWTP	
		YTD Amount: 286.00			COPER FOR WWTP	
					02-28-207-5213	143.00
					Total :	143.00
59553	1/13/2020	15848	DE LAGE LANDEN FINANCIAL	JANUARY	COPIER FOR REFUSE & HIGHW/	
		YTD Amount: 127.80			REFUSE & HIGHWAY	
					01-13-130-5300	63.90
					REFUSE & HIGHWAY	
					14-12-100-5300	63.90
					Total :	127.80
D-39 59554	1/13/2020	13845	DE LAGE LANDEN FINANCIAL SERV	JANUARY	BRIAR BUSH AND CODE COPIER	
		YTD Amount: 142.00			COPIER FOR BRIAR BUSH AND C	
					01-30-011-5213	142.00
					Total :	142.00
59555	1/13/2020	14133	DE LAGE LANDEN FINANCIAL SERVI	JANUARY	COPIER FOR PARKS AND RECRE	
		YTD Amount: 189.00			COPIER FOR PARKS AND RECRE	
					01-30-011-5213	189.00
					Total :	189.00
59556	1/13/2020	14276	DELAGE FINANCIAL SERVICES	JANUARY	COPIER FOR POLICE PATROL AN	
		YTD Amount: 105.50			COPIER FOR POLICE PATROL AN	
					01-30-011-5213	105.50
					Total :	105.50

Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59557	1/13/2020	00960	ECKEL, BRUCE J.	JANUARY	LEGAL SERVICES	
		YTD Amount: 1,750.00			LEGAL SERVICES	
					01-06-087-5305	1,750.00
					Total :	1,750.00
59558	1/13/2020	15731	LEAF	JANUARY	COPIER FOR DETECTIVES	
		YTD Amount: 133.00			COPIER FOR DETECTIVES	
					01-30-011-5213	133.00
					Total :	133.00
59559	1/13/2020	14457	MARLIN BUSINESS BANK	FEBRUARY	COPIER FOR FINANCE OFFICE	
		YTD Amount: 1,030.00			COPIER FOR 2ND FLOOR KITCH	
					01-30-011-5213	515.00
					Total :	515.00
59560	1/13/2020	14726	MARLIN BUSINESS BANK	FEBRUARY	COPIER FOR POLICE RECORDS	
		YTD Amount: 248.00			Copier for Records department	
					01-30-011-5213	124.00
					Total :	124.00
59561	1/13/2020	10838	PITNEY BOWES GLOBAL FINANCIAL	JANUARY	POSTAGE METER	
		YTD Amount: 155.00			POSTAGE METER	
					01-30-011-5213	155.00
					Total :	155.00
59562	1/13/2020	13582	PITNEY BOWES RESERVE ACCOUNT	JANUARY	REPLENISH POSTAGE METER	
		YTD Amount: 3,000.00				

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59562	1/13/2020	13582	PITNEY BOWES RESERVE ACCOUNT	(Continued)	REPLENISH POSTAGE METER 01-01-002-5306	3,000.00 Total : 3,000.00
59563	1/13/2020	00996	SECOND ALARMERS ASSN	JANUARY	MONTHLY SERVICES MONTHLY SERVICES 01-27-013-5305	15,625.00 Total : 15,625.00
59564	1/13/2020	02776	ARCHIE, JOHN	JANUARY	REIMBURSE MEDICARE MEDICARE PREMIUM 05-01-028-5101	134.00 Total : 134.00
59565	1/13/2020	10406	ARCHIE, MARGARET	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	121.00 Total : 121.00
59566	1/13/2020	08319	BOERNER, ALLEN P	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	141.60 Total : 141.60
59567	1/13/2020	08164	BOERNER, SONJA M	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59567	1/13/2020	08164	BÖERNER, SONJA M	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	Total : 140.60 140.60
59568	1/13/2020	09840	CILIBERTO, ANTHONY	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	Total : 144.60 144.60
59569	1/13/2020	12623	CILIBERTO, VIRGINA	JANUARY	REIMBURSE MEIDCARE REIMBURSE MEDICARE 05-01-028-5101	Total : 135.50 135.50
59570	1/13/2020	12622	CLARK, BARBARA	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	Total : 135.50 135.50
59571	1/13/2020	03941	CLARK, CHARLES	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	Total : 135.50 135.50
59572	1/13/2020	15653	CLARK, ELIZABETH	JANAURY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59572	1/13/2020	15653	CLARK, ELIZABETH	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59573	1/13/2020 YTD Amount: 144.60	14873	CLARK, KENNETH	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59574	1/13/2020 YTD Amount: 104.90	02273	CLEWELL, LOUIS, J	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	104.90 Total : 104.90
59575	1/13/2020 YTD Amount: 202.00	01618	CONOVER, JOSEPH	JANUARY	REIMBURSE MEDICARE REIMBURSE MEIDCARE 05-01-028-5101	202.00 Total : 202.00
59576	1/13/2020 YTD Amount: 202.00	14474	CONOVER, MARY	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	202.00 Total : 202.00
59577	1/13/2020 YTD Amount: 140.60	12984	CREEDEN, JOHN S.	JANUARY	REIMBURSE MEIDCARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59577	1/13/2020	12984	CRÉEDEN, JOHN S.	(Continued)	RETIREES' REIMBURSEMENT 05-01-028-5101	140.60 Total : 140.60
59578	1/13/2020	14248	CREEDEN, MARGARET	JANUARY	REIMBURSE MEDICARE REIMBURSE INSURANCE 05-01-028-5101	144.60 Total : 144.60
59579	1/13/2020	01941	CRISTALDI, ANTHONY J	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59580	1/13/2020	11622	DARCY, MARY	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59581	1/13/2020	11772	DARCY, THOMAS	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	137.60 Total : 137.60
59582	1/13/2020	03953	DAVIS SR., GLENN A	JANUARY	REIMBURSE MEDICARE	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59582	1/13/2020	03953	DAVIS SR., GLENN A	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59583	1/13/2020	13128	DAVIS, NANCY C.	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	128.60 Total : 128.60
59584	1/13/2020	09673	DEAN, BRUCE L	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59585	1/13/2020	10130	EVANGELISTA, MICHAEL J	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	104.90 Total : 104.90
59586	1/13/2020	11838	EVANGELISTA, VIRGINIA	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	104.90 Total : 104.90
59587	1/13/2020	01596	HASLAM, BRUCE	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59587	1/13/2020	01596	HÂSLAM, BRUCE	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	289.20 Total : 289.20
59588	1/13/2020 YTD Amount: 462.70	15292	HASSON, PETE	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	462.70 Total : 462.70
59589	1/13/2020 YTD Amount: 99.90	11179	HOLT, REGINA	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	99.90 Total : 99.90
59590	1/13/2020 YTD Amount: 99.90	00107	HOLT, WILLIAM A	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	99.90 Total : 99.90
59591	1/13/2020 YTD Amount: 135.50	15293	HURTADO, JAMES	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	135.50 Total : 135.50
59592	1/13/2020 YTD Amount: 144.60	02255	HUTCHINSON, GEORGE A	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59592	1/13/2020	02255	HUTCHINSON, GEORGE A	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59593	1/13/2020 YTD Amount: 135.50	03822	HUTCHINSON, JOAN L.	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	135.50 Total : 135.50
59594	1/13/2020 YTD Amount: 504.30	14462	KELLY, AILEEN	JANUARY	REIMBURSE MEDICARE REIMBURSE MEIDCARE 05-01-028-5101	504.30 Total : 504.30
59595	1/13/2020 YTD Amount: 135.00	15294	KELLY, DONNA	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	135.00 Total : 135.00
59596	1/13/2020 YTD Amount: 144.60	06154	KELLY, GERALD W	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59597	1/13/2020 YTD Amount: 433.40	14739	KELLY, WILLIAM	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59597	1/13/2020	14739	K ^{^^} LLY, WILLIAM	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	433.40 Total : 433.40
59598	1/13/2020 YTD Amount: 144.60	09404	LAMPHERE, KATHRYN	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59599	1/13/2020 YTD Amount: 144.60	04091	LAMPHERE, ROBERT	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59600	1/13/2020 YTD Amount: 118.00	07363	LEWIS, CARL J	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	118.00 Total : 118.00
59601	1/13/2020 YTD Amount: 130.00	08729	LEWIS, YVONNE L.	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	130.00 Total : 130.00
59602	1/13/2020 YTD Amount: 289.20	14871	LIVINGOOD, JOHN	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59602	1/13/2020	14871	LIVINGOOD, JOHN	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	289.20 Total : 289.20
59603	1/13/2020 YTD Amount: 289.20	14872	LIVINGOOD, MARYJANE	JANUARY	REIMBURSE MEDICARE REIMBURSE MEIDCARE 05-01-028-5101	289.20 Total : 289.20
59604	1/13/2020 YTD Amount: 144.60	14460	MANN, JOANNE	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59605	1/13/2020 YTD Amount: 135.50	01143	McCLELLAND, RICHARD	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	135.50 Total : 135.50
59606	1/13/2020 YTD Amount: 144.60	14798	MCCREARY, CHRISTINE	JANUARY	REIMBURSE MEDICARE REIMBURSE RETIREES MEDICAR 05-01-028-5101	144.60 Total : 144.60
59607	1/13/2020 YTD Amount: 135.50	05904	McCREARY, KEVIN	JANUARY	REIMBURSE MEDICARE	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59607	1/13/2020	05904	McCREARY, KEVIN	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	135.50 Total : 135.50
59608	1/13/2020 YTD Amount: 202.40	15324	MCNAMARA, CHERYL	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	202.40 Total : 202.40
59609	1/13/2020 YTD Amount: 202.40	14908	MCNAMARA, THOMAS	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	202.40 Total : 202.40
59610	1/13/2020 YTD Amount: 202.40	14489	MILETTO, MADELINE	JANUARY	REIMBURSE MEDICARE REIMBURSE RETIREES INSURAN 05-01-028-5101	202.40 Total : 202.40
59611	1/13/2020 YTD Amount: 202.40	13417	MILETTO, MICHAELA	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	202.40 Total : 202.40
59612	1/13/2020 YTD Amount: 126.60	10131	MYERS, JOHN J	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59612	1/13/2020	10131	MYERS, JOHN J	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	126.60 Total : 126.60
59613	1/13/2020 YTD Amount: 144.60	10226	MYERS, PAUL	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59614	1/13/2020 YTD Amount: 144.60	11621	MYERS, PETRA	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59615	1/13/2020 YTD Amount: 135.50	14159	O'CONNOR, NANCY	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	135.50 Total : 135.50
59616	1/13/2020 YTD Amount: 106.00	01805	PARKS, JOHN	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	106.00 Total : 106.00
59617	1/13/2020 YTD Amount: 144.60	08918	QUINN, JOSEPH	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59617	1/13/2020	08918	QUINN, JOSEPH	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59618	1/13/2020	10954	QUINN, NANCY C	JANUARY	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59619	1/13/2020	12174	RICE, GEORGIANNA M	JANUARY	REIMBURSE MEDICARE 05-01-028-5101	142.60 Total : 142.60
59620	1/13/2020	12163	RICE, MELVIN	JANUARY	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59621	1/13/2020	11932	RIDGE, CAROL	JANUARY	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59622	1/13/2020	02538	RIDGE, PHILIP	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59622	1/13/2020	02538	RIDGE, PHILIP	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59623	1/13/2020	00943	STEIN, KENNETH	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	121.80 Total : 121.80
59624	1/13/2020	13756	STEIN, PATRICIA	JANUARY	REIMBURSE MEDICARE MEDICARE REIMBURSEMENT 05-01-028-5101	134.00 Total : 134.00
59625	1/13/2020	04528	TERRENZIO, JOSEPHINE M	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	121.60 Total : 121.60
59626	1/13/2020	02219	TERRENZIO, LOUIS A	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	125.50 Total : 125.50
59627	1/13/2020	05785	THOMPSON, JOHN F	JANUARY	REIMBURSE MEDICARE	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59627	1/13/2020	05785	THOMPSON, JOHN F	(Continued)	REIMBURSE MEDICARE 05-01-028-5101	135.50 Total : 135.50
59628	1/13/2020	07364	THOMPSON, MARYANN T	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	118.00 Total : 118.00
59629	1/13/2020	01030	TOMLINSON, DAVID J	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	144.60 Total : 144.60
59630	1/13/2020	04527	TRUDEAU, MARIE A	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	104.90 Total : 104.90
59631	1/13/2020	01683	TRUDEAU, RONALD J	JANUARY	REIMBURSE MEDICARE REIMBURSE MEDICARE 05-01-028-5101	104.90 Total : 104.90
116 Vouchers for bank code : ap2						Bank total : 600,266.97
116 Vouchers in this report						Total vouchers : 600,266.97

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59632	1/14/2020	15754	& CONSULTANTS, PHARMACY INVESTIG	02288	O'NEILL LITIGATION	
		YTD Amount: 1,650.00			O'NEILL LITIGATION	
					01-01-003-5201	1,650.00
					Total :	1,650.00
59633	1/14/2020	00017	ACKER'S HARDWARE, INC.	1910-058175	SUPPLIES	
		YTD Amount: 90.81			SUPPLIES	
					07-00-967-7200	66.05
					Total :	66.05
D-55 59634	1/14/2020	05838	AQUA PENNSYLVANIA	012481	1010 FITZWATERTOWN	
		YTD Amount: 674.46			1010 FITZWATERTOWN	
					02-10-200-5311	674.46
					Total :	674.46
59635	1/14/2020	15149	BAINBRIDGE, PATRICIA	DECEMBER	REIMBURSE REITREES INSURAN	
		YTD Amount: 137.50			REIMBURSE RETIREES INSURAN	
					05-01-029-5102	137.50
					Total :	137.50
59636	1/14/2020	15830	BENCHMARK ANALYTICS LLC, BENCHM/231		NEW MANAGEMENT SYSTEM FC	
		YTD Amount: 8,370.00			new management system for police	
				73027	01-04-040-5305	8,370.00
					Total :	8,370.00

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59637	1/14/2020	00707	BILLOWS ELECTRIC SUPPLY INC		ROLL ROOM PROJECT	
		YTD Amount: 1,230.97			ROLL ROOM PROJECT	
			4585780-00			
			4631879-00	73154	07-01-500-7532 ELECTRICAL SUPPLIES FOR BAS Electrical supplies for basement wc	354.86
					01-24-155-5323	497.56
					Total :	852.42
59638	1/14/2020	08346	BLUMENTHAL, JAY W		MONTHLY COM	
		YTD Amount: 3,943.08			511 taxes Commission	
					511 taxes Commission	
					01-02-021-5305	3,943.08
					Total :	3,943.08
59639	1/14/2020	10610	BURGER KING #3284		MEALS	
		YTD Amount: 194.80			DECEMBER PRISONER MEALS	
				73109	December prisoner meals	
					01-04-043-5330	194.80
					Total :	194.80
59640	1/14/2020	14688	CARDMEMBER SERVICE		APPLE STORE, FRUIT ARRANGE	
		YTD Amount: 6,660.32				
			4795510063319			

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59640	1/14/2020	14688	CARDMEMBER SERVICE	(Continued)	APPLE STORE, FRUIT ARRANGE	
					01-01-001-5301	94.98
					APPLE STORE, FRUIT ARRANGE	
					01-01-002-5303	31.79
					APPLE STORE, FRUIT ARRANGE	
					01-24-156-5331	3,610.00
					APPLE STORE, FRUIT ARRANGE	
					01-05-010-5300	269.55
					APPLE STORE, FRUIT ARRANGE	
					01-01-005-5322	2,654.00
					Total :	6,660.32
D-57 59641	1/14/2020	06812	CDW-GOVERNMENT, INC.	WDV1882	ATFD COMPUTER NETWORK RE	
						YTD Amount: 277.18
				73105	ATFD Computer Network Records	
					01-15-064-5302	277.18
					Total :	277.18
59642	1/14/2020	02899	CHELTENHAM POLICE DEPT.	SOBRIETY CHE	DUI CHECKPOINT - WHITEMARS	
						YTD Amount: 734.80
				72497	DUI Checkpoint - Whitemarsh - 10/	
					06-04-077-5333	387.40
				SOBRIETY CHE	DUI CHECKPOINT - LOWER MOR	
				72496	DUI Checkpoint - Lower Moreland -	
					06-04-077-5333	347.40
					Total :	734.80
59643	1/14/2020	09840	CILIBERTO, ANTHONY	DECEMBER	REIMBURSE RETIREES INSURAN	
						YTD Amount: 419.60

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59643	1/14/2020	09840	ANTHONY, CILIBERTO	(Continued)	REIMBURSE MEDICAL INSURANCE 05-01-028-5102	275.00 Total : 275.00
59644	1/14/2020	08363	CODE INSPECTIONS INC	L-121639	BCO SERVICES-DECEMBER 2019	
	YTD Amount:	1,007.50		73103	BCO SERVICES-DECEMBER 2019 01-06-084-5305	1,007.50 Total : 1,007.50
59645	1/14/2020	12135	COMCAST CABLE	DECEMBER	BRIAR BUSH NATURE CENTER C CABLE FOR BRIAR BUSH	
	YTD Amount:	137.31			01-24-155-5305	137.31 Total : 137.31
59646	1/14/2020	03261	CONROY'S CLEANING INC	CLEANING	CLEANING SERVICE - DEC. \$1,290	
	YTD Amount:	1,970.00		73173	CLEANING SERVICE - Dec. \$1,290 01-01-030-5305	1,290.00
				73146	CLEANING SERVICE - December 01-04-062-5317	680.00 Total : 1,970.00
59647	1/14/2020	15382	CONSTELLATION NEW ENERGY	OCTOBER	GS SUPPLY	
	YTD Amount:	85.08			GS SUPPLY 01-01-030-5308	85.08 Total : 85.08

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59648	1/14/2020	15417	C ^o N ^o STELLATION NEW ENERGY	OCTOBER	GAS SUPPLY	
					GAS SUPPLY	
					01-24-157-5308	5.89
Total :						5.89
59649	1/14/2020	15419	CON ^o STELLATION NEW ENERGY	OCTOBER	GAS SUPPLY	
					GAS SUPPLY	
					01-24-155-5308	48.84
Total :						48.84
59650	1/14/2020	15420	CON ^o STELLATION NEW ENERGY	OCTOBER	GAS SUPPLY	
					GAS SUPPLY	
					01-24-152-5308	178.55
Total :						178.55
59651	1/14/2020	15421	CON ^o STELLATION NEW ENERGY	OCTOBER	GAS SUPPLY	
					GAS SUPPLY	
					01-13-130-5308	105.28
Total :						105.28
59652	1/14/2020	15422	CON ^o STELLATION NEW ENERGY	OCTOBER	GAS SUPPLY	
					GAS SUPPLY	
					02-10-200-5308	42.11
					GAS SUPPLY	
					02-10-203-5308	9.31
Total :						51.42

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Voucher List
TWP OF ABINGTON

01/14/2020 4:14:12PM

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59653	1/14/2020	15424	C [^] ONSTELLATION NEW ENERGY	OCTOBER	GAS SUPPLY	
		YTD Amount: 69.47			GAS SUPPLY	
					01-04-062-5308	69.47
					Total :	69.47
59654	1/14/2020	15426	CONSTELLATION NEW ENERGY	OCTOBER	GAS SUPPLY	
		YTD Amount: 12.20			GAS SUPPLY	
					01-24-157-5308	12.20
					Total :	12.20
09-D-59655	1/14/2020	08628	CONTRACT & COMMERCIAL INC., STAPL 3434633294 29		ENGINEERING & CODE ENFORC	
		YTD Amount: 3,148.65				
				73222	OFFICE SUPPLIES-PLANNER, PE	
					01-06-081-5300	158.31
				73222	OFFICE SUPPLIES- SPRAY DUST	
					01-06-081-5300	30.42
			see attached		MINOR EQUIPMENT. STAPLES C	
				72975	Minor Equipment. Staples Comme	
					01-15-057-5322	386.09
				72975	Equipment and Material - Major.~	
					01-15-057-5320	632.38
				72975	Office Materials and Supplies.	
					01-15-057-5323	31.06
					Total :	1,238.26
59656	1/14/2020	13388	COVANTA ENERGY, LLC	DECEMBER	MUNICIPAL WASTE	
		YTD Amount: 129,265.15			MUNICIPAL WASTE	
					14-12-103-5305	129,265.15

Voucher List
TWP OF ABINGTON

01/14/2020 4:14:12PM

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59656	1/14/2020	13388	COVANTA ENERGY, LLC	(Continued)		Total : 129,265.15
59657	1/14/2020	12390	DIGIULIO'S FRANKFORD	UNIFORMS	UNIFORMS - EMPLOYEES	
		YTD Amount: 2,697.93			uniforms - employees	
					01-13-130-5316	838.43
					uniforms - employees	
					01-24-157-5316	517.35
					uniforms - employees	
					02-10-200-5316	249.15
					uniforms - employees	
					14-12-101-5316	1,093.00
					Total :	2,697.93
D-61 59658	1/14/2020	02074	DSI MEDICAL SERVICES, INC.	TOXICOLOGY S	FORENSIC TOXICOLOGY SERVI	
		YTD Amount: 817.97			FORENSIC TOXICOLOGY SERVI	
					01-28-012-5111	664.13
					FORENSIC TOXICOLOGY SERVI	
					02-10-200-5111	23.10
					Total :	687.23
59659	1/14/2020	06452	DUFFY BROTHERS LLC, E	10061	WINDOW CLEANING TWP BUILD	
		YTD Amount: 605.00			WINDOW CLEANING TWP BUILD	
					01-01-030-5317	605.00
					Total :	605.00
59660	1/14/2020	01778	FINK, STEVEN	ER REIMBURSE	ER VISIT REIMBURSEMENT	
		YTD Amount: 4,022.82				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59660	1/14/2020	01778	FINK, STEVEN		(Continued)	
					ER VISIT REIMBURSEMENT	
					01-28-012-5111	100.00
					Total :	100.00
59661	1/14/2020	15847	FOLEY, NICHOLAS & KELLY		ASSESSMENT CHANGE	
			YTD Amount: 2.00		ASSESSMENT CHANGE	
					01-00-000-4030	1.00
					ASSESSMENT CHANGE	
					01-00-000-4075	1.00
					Total :	2.00
D-9662	1/14/2020	00462	FRIENDS OF BRIAR BUSH		REIMBURSEMENT	
			YTD Amount: 1,500.00			
				73151	Balance due for roof repairs.	
					06-24-169-5323	1,500.00
					Total :	1,500.00
59663	1/14/2020	14383	GANGES, SARAH		OCT/NOV/DEC	
			YTD Amount: 412.50		REIMBURSE RETIREES INSURANCE	
					REIMBURSE RETIREES INSURANCE	
					05-01-029-5102	412.50
					Total :	412.50
59664	1/14/2020	00512	GEPPERT INC., WILLIAM A		22674	
			YTD Amount: 1,817.60			
				73156	Building materials for basement	
					01-24-155-5323	149.77

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59664	1/14/2020	00512	GEPPERT INC., WILLIAM A (Continued) 22746	73107	ATFD FIRE TRAINING PROGRAM ATFD Fire Training Program.~ 01-15-064-5322	57.03 Total : 206.80
59665	1/14/2020 YTD Amount: 937.27	05517	GLASGOW, INC.	122542 122541 71658	ROADWAY PAVING ROADWAY PAVING 07-00-967-7200	937.27 Total : 937.27
D-63 59666	1/14/2020 YTD Amount: 1,434.50	12070	GRIN AND WEAR IT	CODE DEPARTI 73216	ENGINEERING & CODE SHIRTS ENGINEERING & CODE ENFORC 01-06-081-5300	1,434.50 Total : 1,434.50
59667	1/14/2020 YTD Amount: 31.22	00541	HIBBERT'S INC	023105 73160	IN HONOR OF PLATE AND LETTE In honor of plate and letter charge. 01-24-155-5303	31.22 Total : 31.22
59668	1/14/2020 YTD Amount: 5,424.10	00851	HOME DEPOT CREDIT SERVICES	1515306 73143 7042008 73155	SUPPLIES FOR TRAFFIC SIGNAL SUPPLIES FOR TRAFFIC SIGNAL 01-13-117-5320 BUILDING MATERIALS FOR BASE Building materials for basement 01-24-155-5323	70.01 754.13

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59668	1/14/2020	00851	HOME DEPOT CREDIT SERVICES (Continued) 8026323		SUPPLIES FOR PARKS SUPPLIES FOR PARKS	
			8044561	73157	01-24-152-5323 BUILDING MATERIALS FOR BASE Building materials for basement	32.57
					01-24-155-5323	195.34
					Total :	1,052.05
59669	1/14/2020	12881	JONES, MARGARET	SEPT/OCT/NOV	REIMBURSE RETIREES INSURAN	
			YTD Amount: 1,100.00		REIMBURSE RETIREES INSURAN	
					05-01-029-5102	1,100.00
					Total :	1,100.00
59670	1/14/2020	05516	LOWE'S BUSINESS ACCOUNT	87229 02804 01	BUILDING MATERIALS FOR BASE	
			YTD Amount: 1,929.68		Building materials for basement	
				73159	06-24-169-5323	1,859.18
					Total :	1,859.18
59671	1/14/2020	07062	MANJARDI, MARK	ZHB	MINUTES ZONING HEARING BOA	
			YTD Amount: 805.00		MINUTES ZONING HEARING BOA	
					01-06-081-5305	805.00
					Total :	805.00
59672	1/14/2020	15689	MATCO TOOLS	158120	TRUCK SCANNER	
			YTD Amount: 2,999.95		TRUCK SCANNER	
				73086	01-14-186-5304	2,999.95

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59672	1/14/2020	15689	MATCO TOOLS	(Continued)	Total :	2,999.95
59673	1/14/2020	10456	MEGELSH, GEORGE	DECEMBER	RETIREES MEDICARE INSURANCE	
	YTD Amount:	352.00			RETIREES MEDICARE INSURANCE	
					05-01-028-5102	352.00
					Total :	352.00
59674	1/14/2020	03690	METRO ELEVATOR CO., INC.	102977	MAINTENANCE CONTRACT FOR	
	YTD Amount:	122.60				
				73175	Maintenance Contract for Quarter -	
					01-01-030-5305	31.98
			102978		MONTHLY MAINTENANCE CONT	
				73176	Monthly Maintenance Contract - \$9	
					01-01-030-5305	90.62
					Total :	122.60
59675	1/14/2020	11845	MOYER INDOOR/OUTDOOR	DECEMBER	EXTERMINATING	
	YTD Amount:	425.50				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59675	1/14/2020	11845	MÖYER INDOOR/OUTDOOR	(Continued)	ADMINISTRATION/POLICE	
					01-01-030-5305 TRAINING CENTER	44.00
					01-04-062-5317 PUBLIC WORKS	56.00
					01-13-130-5305 ARDSLEY COMMUNITY CENTER	56.00
					01-24-152-5305 BRIAR BUSH NATURE CENTER	52.00
					01-24-155-5305 ALVERTHORPE~	38.00
					01-24-157-5305 431 HOUSTON ROAD	45.00
					01-24-157-5305 WWTP	32.00
					02-10-200-5305 REFUSE	56.50
					14-12-100-5305	46.00
					Total :	425.50
59676	1/14/2020	01034	NAPA AUTO PARTS	4607-545057	4 - SPARK PLUGS	
			YTD Amount: 12.66			
				73104	4 - SPARK PLUGS	
					02-10-203-5304	8.00
					Total :	8.00
59677	1/14/2020	03897	NORRIS SALES CO., INC.	375280	CONSTRUCTION TOOLS AND SL	
			YTD Amount: 611.40			

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59677	1/14/2020	03897	NORRIS SALES CO., INC. (Continued)	69487	CONSTRUCTION TOOLS AND SL 07-00-967-7200	611.40 Total : 611.40
59678	1/14/2020 YTD Amount: 899.98	00326	NORTHERN TOOL & EQUIP CO.	43626594	POWERHORSE 2000 WATT GENI	
				72582	POWERHORSE 2000 WATT GENI 03-13-148-5320	899.98 Total : 899.98
59679	1/14/2020 YTD Amount: 101.26	14925	PAYMENT PROCESSING, PECO	DECEMBER	GAS FOR ROUND HOUSE AT CRI GAS FOR ROUND HOUSE 01-24-157-5308	101.26 Total : 101.26
59680	1/14/2020 YTD Amount: 8.28	01889	PECO ENERGY	SHELMIRE	TRAFFIC LIGHT ACCOUNT-DISTF TRAFFIC LIGHT ACCOUNT-DISTF 03-13-146-5308	8.28 Total : 8.28
59681	1/14/2020 YTD Amount: 303.81	01061	PENNA ONE CALL SYSTEMS, INC.	00000843515	MONTHLY CHARGES ONE CALL	
				69339	MONTHLY CHARGES ONE CALL 01-07-110-5305	303.81 Total : 303.81
59682	1/14/2020 YTD Amount: 46.24	10464	PETSMART	BRIAR BUSH	ANIMAL FOOD AND ANIMAL CAR	

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Voucher List
TWP OF ABINGTON

01/14/2020 4:14:12PM

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59682	1/14/2020	10464	PETSMART (Continued)	72558	Animal food and animal care produ 01-24-155-5323	46.24 Total : 46.24
59683	1/14/2020	14887	PORTER, CHRIS	PETTY CASH	PETTY CASH	
	YTD Amount:	263.81			PETTY CASH 01-04-040-5340	78.77
					PETTY CASH 01-04-062-5300	17.94
					PETTY CASH 01-04-043-5340	65.70
					PETTY CASH 01-04-053-5340	101.40
					Total :	263.81
59684	1/14/2020	04032	PREMIUM CLEANING SERVICE CORP	509089	MONTHLY CLEANING SERVICE.	
	YTD Amount:	576.00			73153 Monthly cleaning service.	
					01-24-155-5305	351.00
					Total :	351.00
59685	1/14/2020	14691	PROCESSING CENTER/SUMMARY BILL, NOVEMBER		SUMMARY BILLING ACCT #3019C	
	YTD Amount:	16,528.11				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59685	1/14/2020	14691	PROCESSING CENTER/SUMMARY BILL, (Continued)		ELECTRIC FOR TOWNSHIP ACCO	
					01-01-030-5308	3,000.07
					ELECTRIC FOR FIRE TRAINING C	
					01-15-064-5308	59.65
					ELECTRIC FOR POLICE TRAININ	
					01-04-062-5308	805.67
					ELECTRIC FOR HIGHWAY	
					01-13-130-5308	2,737.54
					ELECTRIC FOR REFUSE	
					14-12-100-5308	112.16
					ELECTRIC FOR ARDSLEY COMM	
					01-24-152-5308	1,834.29
					ELECTRIC FOR CRESTMONT PC	
					01-24-153-5308	215.75
					ELECTRIC FOR PENBRYN POOL	
					01-24-154-5308	79.89
					ELECTRIC FOR BRIAR BUSH NA	
					01-24-155-5308	497.14
					ELECTRIC FOR PARKS FACILITIE	
					01-24-157-5308	7,185.95
						Total : 16,528.11
59686	1/14/2020	12995	READY REFRESH	DECEMBER	ADMINISTRATION BUILDING	
			YTD Amount: 108.77		ADMINISTRATOIN BUILDING	
					01-01-030-5311	108.77
						Total : 108.77

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59687	1/14/2020	07498	REHRIG PACIFIC COMPANY	50066043	95 GALLON - GREEN CANS	
		YTD Amount: 86.00				
				70220	8" BMSO Wheels for 35 Gallon Car	
					14-00-000-7522	86.00
					Total :	86.00
59688	1/14/2020	00981	ROSLYN SUPPLY-GULFEAGLE 103	S8999213.001	WINDOWS FOR THE PRESCHOC	
		YTD Amount: 643.50				
				73044	Windows for the Preschool Building	
					01-24-151-5323	643.50
					Total :	643.50
59689	1/14/2020	00053	SAXON OFFICE TECHNOLOGY, INC.	96499	MAGENTA, YELLOW AND BLUE T	
		YTD Amount: 1,108.74				
				73015	magenta, yellow and blue toner for	
					01-04-053-5304	356.74
					Total :	356.74
59690	1/14/2020	01882	SHERWIN WILLIAMS CO.	3069-5 3070-3	PAINT FOR BASEMENT RENOVAT	
		YTD Amount: 247.18				
				73158	Paint for basement renovations.	
					06-24-169-5323	247.18
					Total :	247.18
59691	1/14/2020	00175	SOUTHEASTERN PENNSYLVANIA	134676	RIGHT-OF-WAY-RENTAL	
		YTD Amount: 33.85				
					RIGHT-OF-WAY-RENTAL	
					02-10-203-5305	20.85
					Total :	20.85
59692	1/14/2020	06102	SPOK	DECEMBER	MONTHLY PAGING SERVICES	
		YTD Amount: 35.84				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59692	1/14/2020	06102	SPÖK			
			(Continued)			
					Parks paging services	
					01-24-150-5307	18.20
					Wastewater paging services	
					02-10-200-5307	17.64
					Total :	35.84
59693	1/14/2020	00929	STAHL, ROBERT	DECEMBER	REIMBURSE RETIREES INSURAN	
			YTD Amount: 275.00		REIMBURSE RETIREES INSURAN	
					05-01-029-5102	275.00
					Total :	275.00
D-71 59694	1/14/2020	04544	SWANN, ROBERT	532043	POLICE DEPT/K9 TRAINING - 4TH	
			YTD Amount: 360.00			
				73141	POLICE DEPT/K9 TRAINING - 4th	
					01-04-049-5305	360.00
					Total :	360.00
59695	1/14/2020	15540	THE HOME DEPOT PRO	527888622	2019 TWNSHP. BLDG. SUPPLIES	
			YTD Amount: 1,448.00			
				73177	2019 Twnshp. Bldg. Supplies - \$31:	
					01-01-030-5318	312.87
				528267735	SUPPLIES FOR TWP & POLICE D	
					SUPPLIES FOR TWP & POLICE D	
					01-01-030-5318	575.72
					Total :	888.59
59696	1/14/2020	13060	TRADS	348119	DECEMBER 2019	
			YTD Amount: 64.60			

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59696	1/14/2020	13060	TRÂDS (Continued)	73179	December 2019 01-04-053-5305	64.60 Total : 64.60
59697	1/14/2020	10627	TRAFFIC PLANNING & DESIGN INC	TPD18168	OLD YORK ROAD AND SUSQUEH OLD YORK ROAD AND SUSQUEH 06-01-218-5305	6,983.39 Total : 6,983.39
59698	1/14/2020	15772	TURTLE & HUGHES	3815435-00	COLONIAL LED FIXTURES COLONIAL LED FIXTURES 07-13-575-7553	10,710.00 Total : 10,710.00
59699	1/14/2020	00495	UNITED PARCEL SERVICE	SHIPPER #F11F	OVERNIGHT MAILINGS OVERNIGHT MAILINGS 01-01-002-5306	17.59 Total : 17.59
59700	1/14/2020	00114	VERIZON	DECEMBER	TELEPHONE BILLINGS	

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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59700	1/14/2020	00114	VERIZON	(Continued)	TELEPHONE BILLINGS ~	
					01-01-002-5307	432.07
					TELEPHONE BILLINGS~	
					01-15-091-5307	125.92
					TELEPHONE BILLINGS~	
					01-24-150-5307	64.07
					TELEPHONE BILLINGS~	
					01-24-154-5307	18.73
					TELEPHONE BILLINGS~	
					02-10-200-5307	210.21
					TELEPHONE BILLINGS~	
					02-10-203-5307	89.90
					Total :	940.90
59701	1/14/2020	03210	VERIZON	LONG DISTANC	Long Dist Centrex lines outside twp	
					Long Dist Centrex lines outside twp	
					01-01-002-5307	6.92
					Long Dist Centrex lines outside twp	
					02-10-200-5307	3.55
					Long Dist Centrex lines outside twp	
					01-00-000-1300	0.46
					Total :	10.93
59702	1/14/2020	08044	VERIZON WIRELESS	DECEMBER	MONTHLY VERIZON WIRELESS	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59702	1/14/2020	08044	VERIZON WIRELESS	(Continued)	MONTHLY VERIZON WIRELESS~ 01-00-000-2155	346.16
					MONTHLY VERIZON WIRELESS~ 01-01-002-5307	230.00
					MONTHLY VERIZON WIRELESS~ 01-04-040-5307	976.16
					MONTHLY VERIZON WIRELESS~ 01-04-048-5323	33.17
					MONTHLY VERIZON WIRELESS~ 01-04-057-5323	117.96
					MONTHLY VERIZON WIRELESS~ 01-04-060-5323	62.20
					MONTHLY VERIZON WIRELESS~ 01-07-110-5305	95.68
					MONTHLY VERIZON WIRELESS~ 01-13-130-5305	493.49
					MONTHLY VERIZON WIRELESS~ 01-15-057-5307	135.69
					MONTHLY VERIZON WIRELESS~ 01-15-063-5307	55.67
					MONTHLY VERIZON WIRELESS~ 01-24-150-5307	111.34
					MONTHLY VERIZON WIRELESS~ 02-10-200-5307	307.97
					MONTHLY VERIZON WIRELESS~ 14-12-100-5307	167.01

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Voucher List
TWP OF ABINGTON

01/14/2020 4:14:12PM

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59702	1/14/2020	08044	VÉRIZON WIRELESS	(Continued)	TECHNOLOGY	
					01-01-005-5322	320.08
					POLICE CAR COMPUTERS - DAT.	
					01-04-043-5323	40.01
					POLICE CAR COMPUTERS - DAT.	
					01-04-057-5320	40.01
					Total :	3,532.60
59703	1/14/2020	12631	VILE, EILEEN	NOV	REIMBURSE RETIREES INSURAN	
			YTD Amount: 275.00		REIMBURSE RETIREES INSURAN	
					05-01-029-5102	275.00
					Total :	275.00
59704	1/14/2020	07500	VILE, SUSAN ELIZABETH	12/042019	TRANSCRIPTION/EDITING OF MI	
			YTD Amount: 724.50		Transcription/Editing of minutes for	
					01-01-002-5305	157.50
				12/18/2019	TRANSCRIPTION/EDITING OF MI	
					Transcription/Editing of minutes for	
					01-01-002-5305	126.00
					Total :	283.50
73 Vouchers for bank code : ap2						Bank total : 220,304.16
73 Vouchers in this report						Total vouchers : 220,304.16

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59705	1/20/2020	09703	COEH ACCOUNTS RECEIVABLE, ABINGT 3787		COLLECTION SERVICE~	
		YTD Amount: 90.00			COLLECTION SERVICE~	
					01-14-186-5111	90.00
					Total :	90.00
59706	1/21/2020	00004	ABINGTON AUTO CARE	12/31/2019	ATFD FIRE TRAINING PROGRAM	
		YTD Amount: 190.00			ATFD Fire Training Program: Vehic	
				73294	01-15-064-5305	190.00
					Total :	190.00
D-76 59707	1/21/2020	02961	ACKER'S HARDWARE, INC.	1912-064179	A/C COVERS, LOCK DE-ICER, LA	
		YTD Amount: 28.93			A/C covers, lock de-icer, latch	
				72726	01-24-157-5323	28.93
					Total :	28.93
59708	1/21/2020	13293	ADVANCED AUTO PARTS	6604933949825	TRAILER HITCH REPLACEMENT	
		YTD Amount: 166.99			trailer hitch replacement	
				73268	01-04-048-5305	166.99
					Total :	166.99
59709	1/21/2020	05205	AMERICAN UNIFORM	189193 200493	LT. PORTER BADGE - 189193	
		YTD Amount: 3,388.78			Lt. Porter badge - 189193~	
				73291	01-04-040-5316	169.50
					Total :	169.50

Voucher List
TWP OF ABINGTON

01/21/2020 8:06:17AM

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59710	1/21/2020	13451	BËRËBEN INSIGNIA COMPANY	42306	NAMEPLATES FOR AUXILIARY P	
		YTD Amount: 31.00				
				73267	Nameplates for auxiliary police	
					01-04-041-5316	31.00
					Total :	31.00
59711	1/21/2020	11962	BERKHEIMER	4TH QTR 2019 I	WWTP LST WITHHOLDINGS	
		YTD Amount: 216.00				
					WWTP LST WITHHOLDINGS	
					01-00-000-2035	216.00
					Total :	216.00
D-77 59712	1/21/2020	00707	BILLOWS ELECTRIC SUPPLY INC	SEE LIST	COMPRESSION SLEEVES	
		YTD Amount: 2,953.39				
				72305	COMPRESSION SLEEVES	
					01-13-117-5320	809.94
				72583	SLIDING WRACKS, STORAGE BC	
					03-13-148-5320	789.54
				73243	PD Roll Room Project - \$122.94~	
					07-01-500-7532	122.94
					Total :	1,722.42
59713	1/21/2020	15267	BOUCHER & JAMES, INC	15267	1051,1053 AND 1057 EASTON RC	
		YTD Amount: 8,619.42				
					1051,1053 AND 1057 EASTON RC	
					07-00-000-2451	243.67
				91771	FOXCROFT SQUARE	
					FOXCROFT SQUARE	
					07-00-000-2451	2,000.00

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59713	1/21/2020	15267 BOUCHER & JAMES, INC	(Continued) 91772		ABINGTON HOSPITAL GARAGE ABINGTON HOSPITAL GARAGE	
			91773		07-00-000-2451 ABINGTON TERRACE ABINGTON TERRACE	11.25
			91774		07-00-000-2451 BAEDERWOOD LD 19-09 BAEDERWOOD LD 19-09	512.00
			91776		07-00-000-2442 966 AND 968 OLD YORK ROAD 966 AND 968 OLD YORK ROAD	105.00
					07-00-000-2442	2,183.75
					Total :	5,055.67
59714	1/21/2020	09703 COEH ACCOUNTS RECEIVABLE, ABINGT DRUG TESTING			TESTING SUBSTANCE ABUSE	
		YTD Amount: 1,439.00			TESTING SUBSTANCE ABUSE	
					01-28-012-5111	1,439.00
					Total :	1,439.00
59715	1/21/2020	10224 COMMUNICATION SOLUTIONS	14665A		ATFD FULL SERVICE PUBLIC REI	
		YTD Amount: 700.00		73190	ATFD Full Service Public Relations	
					06-15-067-5319	700.00
					Total :	700.00
59716	1/21/2020	03261 CONROY'S CLEANING INC	CLEANING		CLEANING SERVICE CRESTMON	
		YTD Amount: 2,120.00		72356	CLEANING SERVICE CRESTMON	
					01-24-152-5305	150.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59716	1/21/2020	03261	CONROY'S CLEANING INC	(Continued)		Total : 150.00
59717	1/21/2020	15472	COOPER, GUY M.	S19-3076	REPLACE BURNER & ASSEMBLY	
		YTD Amount: 5,900.00				
				73174	Replace Burner & Assembly - \$5,900.00	
					07-01-500-7511	5,900.00
					Total : 5,900.00	
59718	1/21/2020	09949	COURIER TIMES, INC.	0000075445	LEGAL ADVERTISING	
		YTD Amount: 1,262.97				
					LEGAL ADVERTISING	
					01-06-081-5303	351.54
					LEGAL ADVERTISING	
					01-01-002-5303	911.43
					Total : 1,262.97	
59719	1/21/2020	02074	DSI MEDICAL SERVICES, INC.	TOXICOLOGY S	FORENSIC TOXICOLOGY SERVICE	
		YTD Amount: 1,746.25				
					FORENSIC TOXICOLOGY SERVICE	
					01-28-012-5111	209.51
					FORENSIC TOXICOLOGY SERVICE	
					02-10-200-5111	89.79
					FORENSIC TOXICOLOGY REFUND	
					14-12-100-5111	244.68
					FORENSIC TOXICOLOGY SERVICE	
					01-28-012-5111	384.30
					Total : 928.28	
59720	1/21/2020	00530	FOLEY CAT	SEE ATTACHED	PAVER PARTS	
		YTD Amount: 739.07				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59720	1/21/2020	00530	FÔLEY CAT (Continued)	73142	PAVER PARTS 01-14-186-5304	739.07 Total : 739.07
59721	1/21/2020	00462	FRIENDS OF BRIAR BUSH YTD Amount: 8,415.24	REIMBURSEME 73150	REPLACE STARLAB LED PROJEC Replace Starlab LED Projector. 01-24-155-5304	6,358.95
				73150	Birdseed for feeders. 01-24-155-5323	59.94
				73150	Animal food and reptile basking spr 01-24-155-5323	49.55
				73150	Surgery and medication for opossu 01-24-155-5323	388.80
				73150	Lab work for opossum. 01-24-155-5323	58.00 Total : 6,915.24
59722	1/21/2020	13361	GATSO GROUP, SENSYS YTD Amount: 84,000.00	2018-1464	RED LIGHT CAMERA OCTOBER RED LIGHT CAMERA OCTOBER 01-00-000-1310	84,000.00 Total : 84,000.00
59723	1/21/2020	00512	GEPPERT INC., WILLIAM A YTD Amount: 1,844.40	17920	SUPPLIES FOR CONSTRUCTION SUPPLIES FOR CONSTRUCTION 07-00-967-7200	26.80 Total : 26.80

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59724	1/21/2020	15840	1050.00 GRANITE MASTERS	L191226601	TWNSHP. BLDG. RESTROOMS -	
		YTD Amount: 6,350.00				
				73244	TwnsHP. Bldg. Restrooms - \$4,400.	
					07-01-500-7532	4,400.00
					Total :	4,400.00
59725	1/21/2020	00851	HOME DEPOT CREDIT SERVICES	1613735	POP UP TENTS FOR CAMPS	
		YTD Amount: 5,664.00				
				71179	Pop up tents for camps	
					01-24-156-5324	239.90
					Total :	239.90
59726	1/21/2020	13825	INTERSTATE GRAPHICS	2023 1986	GRAPHICS FOR POLICE VEHICLI	
		YTD Amount: 7,160.00				
				70435	GRAPHICS FOR POLICE VEHICLI	
					01-14-186-5304	7,160.00
					Total :	7,160.00
59727	1/21/2020	10249	ITSAVVY LLC	01153752	NEW OFFICE COMPUTER	
		YTD Amount: 11,204.30				
				72824	New Office Computer	
					01-24-150-5302	709.90
					Total :	709.90
59728	1/21/2020	05516	LOWE'S BUSINESS ACCOUNT	02775	MATERIALS FOR BASEMENT REI	
		YTD Amount: 1,962.46				
				73252	Materials for basement renovations	
					01-24-155-5317	32.78
					Total :	32.78
59729	1/21/2020	13181	MT. PENN TOOL & MACHINE CO INC	523016	ATFD FIRE TRAINING FACILITY.	
		YTD Amount: 119.99				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59729	1/21/2020	13181	MT. PENN TOOL & MACHINE CO INC (Continued)	73106	ATFD Fire Training Facility. ~ 01-15-064-5322	119.99 Total : 119.99
59730	1/21/2020 YTD Amount: 119.22	08537	OFFICE DEPOT	see attached 73052	HANGING FILE FOLDERS, COPY Hanging file folders, copy paper, lal 01-24-150-5300	119.22 Total : 119.22
59731	1/21/2020 YTD Amount: 280.00	00941	PA RECREATION & PARK SOCIETY	36318 72565	PLAYGROUND MAINTENANCE W Playground Maintenance Workshop 01-24-150-5301	280.00 Total : 280.00
59732	1/21/2020 YTD Amount: 220.19	10464	PETSMART	11/14/2019 72723	FOOD AND SUPPLIES FOR K9 R/ food and supplies for K9 Ralph 01-04-049-5323	173.95 Total : 173.95
59733	1/21/2020 YTD Amount: 93.35	12992	READY REFRESH	DECEMBER	REFUSE DEPARTMENT REFUSE DEPARTMENT 14-12-100-5311 REFUSE DEPT 01-13-130-5311	46.67 Total : 93.35

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Voucher List
TWP OF ABINGTON

01/21/2020 8:06:17AM

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59734	1/21/2020	12994	RÊADY REFRESH	DECEMBER	POLICE DEPARTMENT	
		YTD Amount: 180.59			POLICE DEPARTMENT	
					01-04-040-5340	180.59
					Total :	180.59
59735	1/21/2020	07388	RED THE UNIFORM TAILOR INC, GALLS I012817374		OFC JEROME - BIKE UNIFORM -	
		YTD Amount: 751.80				
				70517	Ofc Jerome - Bike Uniform - flexite	
					01-04-044-5316	81.95
			014110503	73266	2 BIKE UNIFORM POLO SHIRTS -	
					2 bike uniform polo shirts - for Sgt	
					01-04-044-5316	178.00
			BC0948538 014	73287	BLYTHE - POLO SHIRT - ORIGIN/	
					Blythe - polo shirt - original invoice	
					01-04-043-5316	48.95
					Total :	308.90
59736	1/21/2020	00979	ROSENAU CO INC., PHILIP	400379172	WALK BEHIND SCRUBBER	
		YTD Amount: 6,716.00				
				72827	Walk behind floor scrubber	
					07-24-800-7561	6,716.00
					Total :	6,716.00
59737	1/21/2020	00981	ROSLYN SUPPLY-GULFEAGLE 103	S9011716-001	SHINGLES AND SUPPLIES	
		YTD Amount: 1,063.97				
				73026	Shingles and supplies	
					01-24-157-5317	420.47
					Total :	420.47

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59738	1/21/2020	15850	TAILLORED CLUB LTD.	28048	SAMPLE CUSTOM UNIFORMS - L	
		YTD Amount: 940.00				
				73295	Sample custom uniforms - Lt. Fink	
					01-04-044-5316	940.00
					Total :	940.00
59739	1/21/2020	15540	THE HOME DEPOT PRO	527888630	BABY CHANGING STATIONS, OD	
		YTD Amount: 2,255.39				
				73082	Baby Changing Stations, Odor Absor	
					01-24-151-5323	803.52
			528449713		1 WHITEBOARD ERASER - \$3.87	
				73305	1 Whiteboard Eraser - \$3.87	
					01-01-030-5318	3.87
					Total :	807.39
59740	1/21/2020	15023	THE HOMER GROUP	191090	ATFD NEW MEMBER RECRUITMI	
		YTD Amount: 3,158.00				
				73194	ATFD New Member Recruitment ar	
					06-15-067-5319	3,158.00
					Total :	3,158.00
59741	1/21/2020	10015	USDA, APHIS WS	3003339742	GOOSE MANAGEMENT PROGRA	
		YTD Amount: 896.68				
				73164	Goose Management Program	
					07-24-800-7578	896.68
					Total :	896.68
59742	1/21/2020	01027	VALLEY POWER INC	S1169819011	REPARS TO BBNC	
		YTD Amount: 583.94				
				71920	Repars to BBNC	
					01-24-157-5323	583.94

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59742	1/21/2020	01027	VALLEY POWER INC	(Continued)		583.94
59743	1/21/2020	01028	VAN'S LOCK SHOP, INC	0000105521	SCREW	
		YTD Amount: 3.50		73213	Screw	
					01-24-157-5323	3.50
						3.50
59744	1/21/2020	01032	WEINSTEIN SUPPLY CORP.	S024492808.00	REPAIRS TO ALVERTHORPE PAR	
		YTD Amount: 39.36		72996	Repairs to Alverthorpe Park Contro	
					01-24-151-5323	39.36
						39.36
						Bank total : 137,115.79
						Total vouchers : 137,115.79

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40 Vouchers for bank code : ap2

40 Vouchers in this report

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59745	1/22/2020	12791	CUSTOMER COMMUNICATIONS, TOUCH POSTAGE		PRINTING, MAILING AND ADDITK	
		YTD Amount: 5,905.09			PRINTING, MAILING AND ADDITK	
					01-02-021-5300	2,905.09
					Total :	2,905.09
59746	1/22/2020	01306	ABINGTON TWP PUBLIC LIBRARY	APPROPRIATE	LIBRARY APPROPRIATION	
		YTD Amount: 4,451.75			LIBRARY APPROPRIATION	
					01-23-072-5334	4,451.75
					Total :	4,451.75
D-86 986 59747	1/22/2020	02961	ACKER'S HARDWARE, INC.	SEE LIST	CONTROL BUILDING RESTROOM	
		YTD Amount: 186.12				
				73215	Control Building Restroom at	
					01-24-151-5323	157.19
					Total :	157.19
59748	1/22/2020	13293	ADVANCED AUTO PARTS	6604000094264	BALL MOUNT - TRAFFIC SAFETY	
		YTD Amount: 199.98				
				73269	ball mount - traffic safety vehicle	
					01-04-048-5305	32.99
					Total :	32.99
59749	1/22/2020	08855	AIRGAS USA LLC	9967217592	JAUARY ACETYLENE/OXYGEN C	
		YTD Amount: 106.84				
				73170	JAUARY ACETYLENE/OXYGEN C	
					01-24-157-5323	106.84
					Total :	106.84

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59750	1/22/2020	11828	ARSON INVESTIGATORS, INTERNATION	23840	2020 ASSOCIATION MEMBERSHI	
		YTD Amount: 100.00				
				73309	2020 Association Membership Due	
					01-15-057-5301	100.00
					Total :	100.00
59751	1/22/2020	12809	ASCAP	500579253	LICENSE FEE-1-1-2020-12-31-202	
		YTD Amount: 725.00				
				73242	License Fee-1-1-2020-12-31-2020-	
					01-01-030-5305	725.00
					Total :	725.00
59752	1/22/2020	15384	AXON ENTERPRISES, INC	SI-1630226	INVOICE SI-1630226 - YEAR 2 PA	
		YTD Amount: 109,657.40				
				73205	Invoice SI-1630226 - Year 2 payme	
					07-04-525-7550	109,657.00
				73205	.	
					01-04-043-5340	0.40
					Total :	109,657.40
59753	1/22/2020	15856	BAD ELF LLC	200002	GNSS SURVEYOR	
		YTD Amount: 2,211.96				
					GNSS SURVEYOR	
					07-01-500-7529	2,211.96
					Total :	2,211.96
59754	1/22/2020	07878	BUCKS COUNTY COMMUNITY COLLEGE MEMBERSHIP		ATFD TRAINING	
		YTD Amount: 1,200.00				
				73110	ATFD 2020 Daytime and Evening F	
					01-15-064-5305	1,200.00
					Total :	1,200.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59755	1/22/2020	06866	CENTER FOR PUBLIC SAFETY		CENTER FOR PUBLIC SAFETY E	
			FEE			
				73111	Center for Public Safety Excellence	
					01-15-064-5305	1,480.00
					Total :	1,480.00
59756	1/22/2020	14978	COMCAST		TELEPHONE CHARGES FOR PUI	
			JANUARY		PHONE SERVICE	
					01-13-130-5305	56.19
					Total :	56.19
59757	1/22/2020	15371	COMCAST		PHONE SERVICE FOR CRESTMC	
			JANUARY		PHONE SERVICE FOR CRESTMC	
					01-08-085-5307	62.35
					Total :	62.35
59758	1/22/2020	06524	COMCAST BUSINESS		PARKS DEPT PHONES JANUARY	
			JANUARY			
				73180	PARKS DEPT PHONES JANUARY	
					01-24-150-5307	241.17
				73180	PARKS DEPT PHONES JANUARY	
					01-24-151-5307	120.95
				73180	PARKS DEPT PHONES JANUARY	
					01-24-152-5307	137.75
				73180	PARKS DEPT PHONES JANUARY	
					01-24-155-5307	397.71
					Total :	897.58

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59759	1/22/2020	13058	COMMONWEALTH OF PA		ANNUAL FEE	INVOICE 10020 - ANNUAL FEE FC
		YTD Amount: 550.00				
				73260	Invoice 10020 - Annual fee for 2020	
					01-04-043-5305	550.00
					Total :	550.00
59760	1/22/2020	15325	CONROY, RACHEL		REIMBURSEME	RUSH ORDER OF RECRUITING C
		YTD Amount: 52.79				
				73288	Rush order of recruiting cards	
					01-04-055-5303	52.79
					Total :	52.79
59761	1/22/2020	08628	CONTRACT & COMMERCIAL INC., STAPL SEE ATTACHEE			OFFICE SUPPLIES FOR HIGHWA
		YTD Amount: 3,482.20				
				73094	office supplies for Highway	
					01-14-180-5300	42.72
				73094	office supplies for Highway	
					01-13-130-5300	114.55
				73094	office supplies for Highway	
					14-12-100-5300	114.54
				73102	Desk organizer, post cards, paper	
					01-24-150-5300	61.74
					Total :	333.55
59762	1/22/2020	12791	CUSTOMER COMMUNICATIONS, TOUCH MAILING			POSTAGE OF THE 2020 REAL ES
		YTD Amount: 11,500.00				
					POSTAGE OF THE 2020 REAL ES	
					01-02-020-5300	4,250.00
					POSTAGE OF THE 2020 REAL ES	
					01-00-000-1304	4,250.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59762	1/22/2020	12791	CUSTOMER COMMUNICATIONS, TOUCH (Continued)			Total : 8,500.00
59763	1/22/2020	11851	FBINAA	DUES	WARNER - ANNUAL MEMBERSHI	
	YTD Amount:	250.00				
				73286	Warner - annual membership fees :	
					01-04-040-5301	125.00
					Total :	125.00
59764	1/22/2020	00462	FRIENDS OF BRIAR BUSH	REIMBURSEME	ANIMAL FOOD FOR REPTILES, C	
	YTD Amount:	8,552.94				
				73178	Vet visit for chincilla.	
					01-24-155-5323	137.70
					Total :	137.70
D-90 59765	1/22/2020	11873	GEORGE'S TOOL RENTAL	232283-1	TOOL RENTALS FOR CONTROL I	
	YTD Amount:	439.52				
				73256	Tool rentals for Control Room Resti	
					01-24-151-5323	189.24
					Total :	189.24
59766	1/22/2020	00512	GEPPERT INC., WILLIAM A	23254	REPAIRS TO ACEC	
	YTD Amount:	1,902.50				
				73166	Repairs to ACEC	
					01-24-152-5323	58.10
					Total :	58.10
59767	1/22/2020	00851	HOME DEPOT CREDIT SERVICES	5357246	CORDLESS CUT OFF SAW FOR :	
	YTD Amount:	5,943.00				
				73108	CORDLESS CUT OFF SAW FOR :	
					03-13-143-5325	279.00
					Total :	279.00

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59768	1/22/2020	09182	IAFC MEMBERSHIP		2020 ASSOCIATION MEMBERSHI	
		YTD Amount: 645.00				
				73311	2020 Association Membership Due	
					01-15-057-5301	430.00
				73112	International Association of Fire	
					01-15-063-5301	215.00
					Total :	645.00
59769	1/22/2020	12661	INNOVATIVE IT CONCEPTS	INF-9015	ATFD COMPUTER NETWORK, RI	
		YTD Amount: 2,856.00				
				73293	ATFD Computer Network, Records	
					01-15-064-5302	2,856.00
					Total :	2,856.00
D-91 59770	1/22/2020	05119	INTERNATIONAL ASSOC CHIEFS	RENEWAL NOT	WARNER - ANNUAL DUES FOR 2	
		YTD Amount: 380.00				
				73285	Warner - annual dues for 2020	
					01-04-040-5301	190.00
					Total :	190.00
59771	1/22/2020	05767	IPMBA	MEMBERSHIP	LT. PORTER - ANNUAL DUES	
		YTD Amount: 60.00				
				73209	Lt. Porter - annual dues	
					01-04-040-5301	60.00
					Total :	60.00
59772	1/22/2020	13194	LAYNE LABORATORIES, INC	150182	ANIMAL FOOD FOR REPTILES, C	
		YTD Amount: 775.99				
				73251	Animal food for reptiles, owls and	
					01-24-155-5323	775.99
					Total :	775.99

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59773	1/22/2020	01314	LÔWËR MORELAND TOWNSHIP	1ST QTR OF 20	QUARTERLY SEWER RENTALS	
		YTD Amount: 3,805.83			QUARTERLY SEWER RENTALS	
					02-11-202-5333	3,805.83
					Total :	3,805.83
59774	1/22/2020	09136	MASON CO., INC., W.B.	206608411	OFFICE SUPPLIES FOR ADMIN	
		YTD Amount: 560.60				
				73204	Office supplies for Admin	
					01-04-040-5300	233.92
					Total :	233.92
D-92 59775	1/22/2020	15196	MURPHY, JACK	20201	GUN RACKS FOR EVIDENCE RO	
		YTD Amount: 324.78				
				73233	Gun racks for evidence room	
					01-04-053-5322	130.00
					Total :	130.00
59776	1/22/2020	10766	N.A.F.I.	DUES	2020 ASSOCIATION MEMBERSHI	
		YTD Amount: 195.00				
				73312	2020 Association Membership Due	
					01-15-057-5301	195.00
					Total :	195.00
59777	1/22/2020	06294	NEW CONCEPTS ONLINE INC	8789	INTRANET HOSTING FOR WEBS	
		YTD Amount: 350.00				
				73264	Intranet hosting for website/police	
					01-04-055-5305	350.00
					Total :	350.00
59778	1/22/2020	08736	NFPA	RENEWAL NOT	NATIONAL FIRE CODES ONLINE	
		YTD Amount: 1,345.50				

Voucher List
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01/22/2020 9:15:02AM

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59778	1/22/2020	08736	NFPA	(Continued)		
				73313	National Fire Codes Online Subscri 01-15-057-5234	1,345.50
					Total :	1,345.50
59779	1/22/2020	04265	OFFICE BASICS, INC.	L 1421761	COPY PAPER FOR POLICE DEPA	
		YTD Amount: 1,778.54				
				73225	copy paper for police department 01-04-055-5322	1,474.50
					Total :	1,474.50
59780	1/22/2020	03020	PA CHIEFS OF POLICE ASSOC	13162	REGISTRATION FEE FOR ANNUA	
		YTD Amount: 10,290.00				
				73262	Registration fee for annual 01-04-063-5234	100.00
					Total :	100.00
59781	1/22/2020	05910	PENNBC	1465	2020 ASSOCIATION MEMBERSHI	
		YTD Amount: 85.00				
				73314	2020 Association Membership Due 01-15-057-5301	85.00
					Total :	85.00
59782	1/22/2020	10464	PETSMART	01/08/2020	FOOD AND SUPPLIES FOR K9 BE	
		YTD Amount: 390.08				
				73138	Food and supplies for K9 Bella 01-04-049-5340	169.89
					Total :	169.89
59783	1/22/2020	07612	PROTECTION BUREAU, THE	239995	ANNUAL CONTRACT 1/1/20 TO 1:	
		YTD Amount: 3,390.00				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59783	1/22/2020	07612	PRÔTECTION BUREAU, THE (Continued)			
				73168	Annual Contract 1/1/20 to 12/31/20	
					01-24-152-5305	1,950.00
				73168	Monthly Fire Alarm Monitoring ACE	
					01-24-152-5305	360.00
				73168	Monthly Cellular Monitoring ACEC	
					01-24-152-5305	360.00
				73168	Monthly Monitoring Commercial Cr	
					01-24-153-5305	360.00
				73168	Monthly Monitoring Commercial Pe	
					01-24-154-5305	360.00
					Total :	3,390.00
D-94 59784	1/22/2020	03426	SCOTT, THOMAS MATTHEW	REIMBURSEME	REIMBURSEMENT FOR ANNUAL	
						YTD Amount: 190.00
				73261	Reimbursement for annual membe	
					01-04-040-5301	190.00
					Total :	190.00
59785	1/22/2020	13059	SESAC	67232	MUSIC LICENSING 2020	
						YTD Amount: 919.00
				73169	Music Licensing 2020	
					01-24-150-5323	919.00
					Total :	919.00
59786	1/22/2020	01012	SPAHR-EVANS PRINTERS	31626	5,000 LARGE ITEM FORMS	
						YTD Amount: 1,484.00
				73137	5,000 large item forms	
					14-12-100-5322	1,484.00
					Total :	1,484.00

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59787	1/22/2020	15540 THE HOME DEPOT PRO	528971814		HEAVY DUTY SPONGE - TWNSHI	
		YTD Amount: 2,823.68				
				73246	Heavy Duty Sponge - Twnshp. - \$8.	
					01-01-030-5318	8.88
			528971822		2020 LIBRARY PAPER SUPPLY O	
				73245	2020 Library Paper Supply Order -	
					01-01-030-5318	559.41
					Total :	568.29
59788	1/22/2020	15270 THE MACK SERVICE GROUP	1369969		HEATING OIL	
		YTD Amount: 810.99				
					HEATING OIL	
					01-24-157-5309	212.22
			1369970		HEATING OIL	
					HEATING OIL	
					01-24-157-5309	221.40
					Total :	433.62
59789	1/22/2020	00112 VERIZON	JANUARY		TELEPHONE BILLINGS~	
		YTD Amount: 242.49				
					TELEPHONE BILLINGS~	
					01-24-153-5307	121.06
					TELEPHONE BILLINGS~	
					03-13-146-5304	41.22
					TELEPHONE BILLINGS pump stat	
					02-10-203-5307	41.88
					TELEPHONE BILLINGS-FERNWO	
					02-10-200-5307	38.33
					Total :	242.49

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59790	1/22/2020	08719	VERIZON	JANUARY	Police & Fire training facility~	
		YTD Amount: 81.41			Police & Fire training facility~	
					01-15-064-5307	81.41
					Total :	81.41
59791	1/22/2020	15732	VERIZON	JANUARY	SERVICE FOR NORTH HILLS PUI	
		YTD Amount: 40.19			SERVICE AT NORTH HILLS PUMF	
					02-10-203-5307	40.19
					Total :	40.19
47 Vouchers for bank code : ap2					Bank total :	154,035.35
47 Vouchers in this report					Total vouchers :	154,035.35

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59792	1/27/2020	11828	ARSON INVESTIGATORS, INTERNATION/24581		2020 ASSOCIATION MEMBERSHI	
		YTD Amount: 225.00		73322	2020 Association Membership Due 01-15-057-5301	125.00
					Total :	125.00
59793	1/27/2020	00078	ASSOC FOR PA MUNICIPAL MGMT	2020345	MEMBERSHIP ASS'T. TWNSHP M	
		YTD Amount: 150.00		73337	MEMBERSHIP Ass't. Twnshp Mgr. 01-01-002-5301	150.00
					Total :	150.00
D-97 59794	1/27/2020	15149	BAINBRIDGE, PATRICIA	JANUARY	REIMBURSE RETIREES INSURAN	
		YTD Amount: 234.89			REIMBURSE RETIREES INSURAN 05-01-029-5102	97.39
					Total :	97.39
59795	1/27/2020	15853	BEACON HILL STAFFING GROUP	REFUND LST	LST REFUND	
		YTD Amount: 13.00			LST refund 01-00-000-4312	13.00
					Total :	13.00
59796	1/27/2020	13182	BOSTON MUTUAL LIFE INSURANCE	JANUARY	MONTHLY LIFE AND DISABILITY I	
		YTD Amount: 11,165.39				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59796	1/27/2020	13182	BOSTON MUTUAL LIFE INSURANCE	(Continued)	MONTHLY LIFE AND DISABILITY I 01-00-000-2460	4,762.35
					MONTHLY LIFE AND DISABILITY I 01-00-000-2461	3,571.16
					MONTHLY LIFE AND DISABILITY I 01-00-000-2250	2,642.88
					05-01-029-5215	189.00
					Total :	11,165.39
86-01 59797	1/27/2020	15005	CAMPBELL, DURANT P.C	667757	GENERAL LABOR & EMPLOYMEN	
	YTD Amount: 21,792.43				GENERAL LABOR & EMPLOYMEN	
					01-01-003-5201	11,994.83
				67504	GENERAL LABOR & EMPLOYMEN	
					01-01-003-5201	9,797.60
					Total :	21,792.43
59798	1/27/2020	06812	CDW-GOVERNMENT, INC.	WJM0942	USB HUBS, USB CABLES, DDR R	
	YTD Amount: 593.04				73140	USB hubs, USB cables, DDR Ram
					01-04-043-5322	175.64
				WJM4633	NEW MONITOR FOR LT. PORTEF	
				73139	New monitor for Lt. Porter's Office	
					01-04-040-5322	140.22
					Total :	315.86

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59799	1/27/2020	12500	CLEAN MACHINE CARWASH	JAN WASHES	CAR WASHES FOR JANAURY	
		YTD Amount: 11.00			CAR WASHES FOR JANAURY	
					01-14-186-5304	11.00
					Total :	11.00
59800	1/27/2020	12630	CLUTTON, SHARON	JANUARY	REIMBURSE RETIREES INSURAN	
		YTD Amount: 97.39			REIMBURSE RETIREES INSUAN	
					05-01-029-5102	97.39
					Total :	97.39
D-99 59801	1/27/2020	13415	COMCAST	JANUARY	8499 10 138 0274354	
		YTD Amount: 36.65			HIGHWAY PUBLIC WORKS	
					01-13-130-5305	36.65
					Total :	36.65
59802	1/27/2020	05441	COMCAST CABLE	JANUARY	CABLE SERVICE YORK & HORAC	
		YTD Amount: 44.25			CABLE SERVICE YORK & HORAC	
					01-01-030-5305	22.14
					Total :	22.14
59803	1/27/2020	08182	COMCAST CABLE	JANUARY	INTERNET SERVICE FOR ANNEX	
		YTD Amount: 167.99			INTERNET SERVICE FOR ANNEX	
					01-04-062-5305	167.99
					Total :	167.99
59804	1/27/2020	04050	CROMPCO LLC	759039	EPA ANNUAL WALK THROUGH IN	
		YTD Amount: 2,322.12				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59804	1/27/2020	04050	CRÖMPCO LLC (Continued)	73316	EPA ANNUAL WALK THROUGH IN 01-14-186-5310	900.00
			759524	73328	DROP TUBE REPLACEMENT FOF DROP TUBE REPLACEMENT FOF 01-14-186-5310	1,422.12
					Total :	2,322.12
59805	1/27/2020	15849	DAVIS, SR., GLENN A.	REFUND	REFUND OF JANUARY 2020 PRE REFUND OF JANUARY 2020 PRE 05-00-000-4428	501.83
		YTD Amount: 501.83			Total :	501.83
D-100 59806	1/27/2020	09525	DVMMA	ABINGT 1ST Q	FIRTS QTR WORKERS COMPEN: FIRTS QTR WORKERS COMPEN: 13-00-000-5803	1,250.00
		YTD Amount: 1,250.00			Total :	1,250.00
59807	1/27/2020	01096	EAGLE POWER & EQUIP CORP	P14111	LIGHT FOR TRUCK #152	
		YTD Amount: 1,970.68		73202	LIGHT FOR TRUCK #152 01-14-186-5304	132.00
				P14202 14111	PARKING BREAK FOR #152	
				73248	PARKING BREAK FOR #152 01-14-186-5304	285.00
					Total :	417.00
59808	1/27/2020	14387	FLOWERS BY NICOLE	4020	FLOWERS FOR MLK DAY	
		YTD Amount: 96.93				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59808	1/27/2020	14387	FLOWERS BY NICOLE	(Continued)	FLOWERS FOR MLK DAY 01-01-001-5301	96.93 Total : 96.93
59809	1/27/2020 YTD Amount: 684.04	01110	GRAINGER, INC.	9405291973	12 PK 123 BATTERIES FOR AED I	
				73220	12 pk 123 batteries for AED machir 01-04-043-5320	331.59 Total : 331.59
59810	1/27/2020 YTD Amount: 21.00	15169	HENRI, DEBRA L	REFUND LST	LST REFUND LST refund 01-00-000-4312	21.00 Total : 21.00
59811	1/27/2020 YTD Amount: 6,463.08	00851	HOME DEPOT CREDIT SERVICES	1022105	MINI-RIDGE FOR ADMIN	
				73340	mini-fridge for Admin 01-04-040-5322	169.00
			7042590 (-less s	73358	CHAINS AND PADLOCKS FOR TR chains and padlocks for traffic safe	
			8340813	73240	01-04-048-5323 SAW BLADES & SHELVING UNIT SAW BLADES & SHELVING UNIT	211.70
			WA77361488	73320	03-13-143-5325 BATTERIES FOR BARRICADES BATTERIES FOR BARRICADES	100.41
					03-13-143-5325	38.97

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59811	1/27/2020	00851	HOME DEPOT CREDIT SERVICES	(Continued)		Total : 520.08
59812	1/27/2020	15858	KRUEGER, MAUREEN	REFUND	Refund large item pick up	
		YTD Amount: 10.00			Refund large item pick up	
					14-00-000-4397	10.00
						Total : 10.00
59813	1/27/2020	04799	KUTER, BARBARA	JANUARY	REIMBURSE RETIREES INSURAN	
		YTD Amount: 194.78			REIMBURSE RETIREES INSURAN	
					05-01-029-5102	194.78
						Total : 194.78
D-102 59814	1/27/2020	15846	LOUGHNEY, ROBERT C	REFUND	REFUND BUSINESS PRIVILEGE	
		YTD Amount: 28.00			Refund business privledge tax	
					01-00-000-4312	28.00
						Total : 28.00
59815	1/27/2020	05516	LOWE'S BUSINESS ACCOUNT	02924	LASER LEVEL FOR P.W. #135	
		YTD Amount: 2,368.63				
				73239	LASER LEVEL FOR P.W. #135	
					01-13-131-5323	242.10
				08152	MATERIALS FOR CONSTRUCTIO	
					MATERIALS FOR CONSTRUCTIO	
					07-00-967-7200	164.07
						Total : 406.17
59816	1/27/2020	14905	MARKS, EILEEN	JANUARY	REIMBURSE RETIREES INSURAN	
		YTD Amount: 97.39				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59816	1/27/2020	14905	MARRKS, EILEEN	(Continued)	REIMBURSE RETIREES INSURAN 05-01-029-5102	97.39 Total : 97.39
59817	1/27/2020 YTD Amount: 194.78	14147	MATIZA, SUSAN	JANUARY	REIMBURSE RETIREES INSURAN REIMBURSE RETIREES INSURAN 05-01-029-5102	194.78 Total : 194.78
59818	1/27/2020 YTD Amount: 60.95	12834	MCANENEY, TOM	REIMBURSEME 73326	REIMBURSEMENT FOR DONUTS reimbursement for donuts and coffe 01-04-057-5323	60.95 Total : 60.95
59819	1/27/2020 YTD Amount: 95.63	15867	MCILVAINE, ASHLEY	REIMBURSEME	REIMBURSEMENT FOR MLK EVE REIMBURSEMENT FOR MLK EVE 01-01-001-5301	95.63 Total : 95.63
59820	1/27/2020 YTD Amount: 194.78	14906	MICCIOLO, EDMUND	JANUARY	RETIREE INSURANCE RETIREE INSURANCE 05-01-029-5102	194.78 Total : 194.78
59821	1/27/2020 YTD Amount: 49.91	15559	NURSING UNLIMITED INC	REFUND LST	LST REFUND	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59821	1/27/2020	15559	NURSING UNLIMITED INC	(Continued)	LST refund 01-00-000-4312	49.91 Total : 49.91
59822	1/27/2020	15868	OVERHEAD DOOR CORPORATION	340133929	DOORS FOR ABINGTON LIBRAR' DOORS FOR ABINGTON LIBRAR' 07-23-071-7496	30,533.00 Total : 30,533.00
59823	1/27/2020	15341	PAYCHEX INC	REFUND LST	LST REFUND LST refund 01-00-000-4312	162.00 Total : 162.00
59824	1/27/2020	00277	PENDERGAST SAFETY EQUIP. CO.	308274	GLOVES FOR REFUSE DEPARTM 73162 GLOVES FOR REFUSE DEPARTM 14-12-100-5322	301.96 Total : 301.96
59825	1/27/2020	12563	PETROLEUM TRADERS CORPORATION	15000591	6000 GALLONS OF DIESEL FUEL 73338 6000 GALLONS OF DIESEL FUEL 01-14-186-5310	11,939.98 Total : 11,939.98
59826	1/27/2020	15862	ROSEN, MICHAEL	REFUND	Refund large item pick up	20.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59826	1/27/2020	15862	RÖSEN, MICHAEL	(Continued)	Refund large item pick up 14-00-000-4397	20.00 Total : 20.00
59827	1/27/2020 YTD Amount: 2.00	15852	SERVICE MANAGEMENT SYSTEMS INC	REFUND LST	LST REFUND LST refund 01-00-000-4312	2.00 Total : 2.00
59828	1/27/2020 YTD Amount: 469.78	00929	STAHL, ROBERT	JANUARY	REIMBURSE RETIREES INSURAN REIMBURSE RETIREES INSURAN 05-01-029-5102	194.78 Total : 194.78
37 Vouchers for bank code : ap2						Bank total : 83,940.90
37 Vouchers in this report						Total vouchers : 83,940.90

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59829	1/28/2020	10093	ARDMORE TIRE COMPANY		MONTHLY FOR TIRES	
		YTD Amount: 4,311.05				
				72839	MONTHLY FOR TIRES 01-14-186-5304	4,311.05
					Total :	4,311.05
59830	1/28/2020	01280	ASSOCIATED TRUCK PARTS		MONTHLY TRUCK	
		YTD Amount: 409.07				
				72840	MONTHLY TRUCK 01-14-186-5304	409.07
					Total :	409.07
D-106 59831	1/28/2020	09635	BARNDT, LINDA		REIMBURSE RETIREES INSURAN	
		YTD Amount: 825.00				
					REIMBURSE MEDICAL INSURAN	
					05-01-029-5102	825.00
					Total :	825.00
59832	1/28/2020	15395	BERGEY'S TRUCK CENTERS		MACK TRUCK PARTS	
		YTD Amount: 1,710.76				
				72841	MACK TRUCK PARTS 01-14-186-5304	1,710.76
					Total :	1,710.76
59833	1/28/2020	11955	BEST LINE EQUIPMENT	W34086	MONTHLY REPAIRS FOR CHAIN :	
		YTD Amount: 119.73				
				72842	MONTHLY REPAIRS FOR CHAIN : 01-14-186-5304	119.73
					Total :	119.73

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59834	1/28/2020	07829	BIASE LANDSCAPING LLC		REMOVE CONCRETE AND TREE	
		YTD Amount: 4,241.00				
				73085	REMOVE CONCRETE AND TREE	
					07-13-575-7551	4,241.00
					Total :	4,241.00
59835	1/28/2020	00707	BILLOWS ELECTRIC SUPPLY INC	4584640 457145	MONTHLY ELECTRICAL SUPPLIE	
		YTD Amount: 5,260.54				
				73325	MONTHLY ELECTRICAL SUPPLIE	
					01-13-117-5320	2,307.15
					Total :	2,307.15
59836	1/28/2020	15267	BOUCHER & JAMES, INC	91777	1538-1546 EASTON ROAD	
		YTD Amount: 8,935.69				
					1538-1546 EASTON ROAD	
					07-00-000-2451	316.27
					Total :	316.27
59837	1/28/2020	15393	BRIGHT IDEAS LIGHTING SOLUTION	INV 000200	ABINGTON TOWNSHIP PUBLIC S	
		YTD Amount: 1,097.75				
				73323	Abington Township Public Safety	
					01-15-064-5305	1,097.75
					Total :	1,097.75
59838	1/28/2020	09457	CARTER, ELIAS	JULY TO DEC	REIMBURSE RTIREES INSURAN	
		YTD Amount: 1,198.18				
					REIMBURSE RETIREES INSURAN	
					05-01-029-5102	1,198.18
					Total :	1,198.18
59839	1/28/2020	12432	CINTAS	SEPT-DEC	UNIFORMS FOR V.M.	
		YTD Amount: 828.17				

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59839	1/28/2020	12432	CINTAS	(Continued)		
				73324	UNIFORMS FOR V.M.	
					01-14-180-5316	828.17
					Total :	828.17
59840	1/28/2020	01308	CITY OF PHILA/WATER DEPT	NOVEMBER	MONTHLY WASTEWATER CHARGE	
			YTD Amount: 131,048.29		MONTHLY WASTEWATER CHARGE	
					02-11-202-5333	131,048.29
					Total :	131,048.29
59841	1/28/2020	12951	CLARKE, LLC, RUDOLPH	74279	1745 RESERVOIR AVE	
			YTD Amount: 28,268.00		1745 RESERVOIR AVE	
					01-01-003-5201	425.50
				74280	1907 SUSQUEHANNA ROAD	
					1907 SUSQUEHANNA ROAD	
					01-01-003-5201	259.00
				74281	GLAMAN GROUP	
					GLAMAN GROUP	
					07-00-000-2451	225.00
				74282	2820 W MORELAND ROAD	
					2820 W MORELAND ROAD	
					07-00-000-2436	1,282.50
				74283	2907 JEFFERSON AVE	
					2907 JEFFERSON AVE	
					07-00-000-2451	825.00
				74284	2947 ELLIOTT AVE	
					2947 ELLIOTT AVE	
					07-00-000-2436	180.00

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59841	1/28/2020	12951	CLARKE, LLC, RUDOLPH			
			(Continued)			
			74285		401 CADWALADER AVE 401 CADWALADER AVE	
			74286		01-01-003-5201 829 ROSLYN AVE 829 ROSLYN AVE	37.00
			74288		07-00-000-2436 AMERBACH-LITIGATION AMERBACH-LITIGATION	45.00
			74289		01-01-003-5201 BAEDERWOOD RESIDENTAIL PA BAEDERWOOD RESIDENTAIL PA	666.00
			74292		07-00-000-2442 SWITCHVILLE CROSSING SWITCHVILLE CROSSING	45.00
			74293		07-00-000-2451 G H REAL HOLDING G H REAL HOLDING	1,215.00
			74294		01-01-003-5202 JEFFERSON HEALTH JEFFERSON HEALTH	240.50
			74295		07-00-000-2451 LEHMAN , LORA LTIGATION LEHMAN , LORA LTIGATION	1,305.00
			74297		01-01-003-5201 SUSSMAN MAZDA DEALERSHIP SUSSMAN MAZDA DEALERSHIP	1,831.50
					07-00-000-2451	967.50

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59841	1/28/2020	12951 CLARKE, LLC, RUDOLPH	(Continued) 74298		NATELLI, KIMBERLY LITIGATION NATELLI, KIMBERLY LITIGATION	
			74299		01-01-003-5201 O'NEILL CONSULTING O'NEILL CONSULTING	943.50
			74301		01-01-003-5201 PENN STATE PENN STATE	4,014.50
			74302		07-00-000-2451 PREIT WILLOW GROVE MALL PREIT WILLOW GROVE MALL	2,092.50
			74303		07-00-000-2451 RYDAL WATERS RYDAL WATERS	90.00
			74304		07-00-000-2451 SCHULZ, EDWARDS SCHULZ, EDWARDS	225.00
			74305		01-01-003-5201 SUSSMAN ASSOCIATES SUSSMAN ASSOCIATES	203.50
			74307		07-00-000-2451 145 ROLLING HILL ROAD 145 ROLLING HILL ROAD	1,530.00
					01-01-003-5201	869.50
					Total :	19,518.00
59842	1/28/2020	12500 CLEAN MACHINE CARWASH	DECEMBER		POLICE VEHICLE CAR WASHING	
	YTD Amount: 137.50					

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59842	1/28/2020	12500	CLEAN MACHINE CARWASH	(Continued)		
				72843	POLICE VEHICLE CAR WASHING	
					01-14-186-5304	126.50
					Total :	126.50
59843	1/28/2020	08649	DCED	4TH QTR	QUARTERLY FEES COLLECTED	
	YTD Amount:	2,583.00			QUARTERLY FEES COLLECTED	
					12-00-000-2510	2,583.00
					Total :	2,583.00
59844	1/28/2020	12372	DEJANA TRUCK & UTILITY EQUIP	PAP2432	WESTERN PLOW PARTS	
	YTD Amount:	992.38				
				72944	WESTERN PLOW PARTS	
					01-14-186-5304	992.38
					Total :	992.38
59845	1/28/2020	12390	DIGIULIO'S FRANKFORD	367	UNIFORMS - EMPLOYEES	
	YTD Amount:	8,410.78				

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59845	1/28/2020	12390	66767 DIGIULIO'S FRANKFORD		(Continued)	
					uniforms - employees	
					01-13-130-5316	1,415.24
					uniforms - employees	
					01-14-180-5316	471.01
					uniforms - employees	
					01-24-157-5316	396.73
					uniforms - employees	
					02-10-200-5316	235.50
					uniforms - employees	
					02-10-205-5316	600.85
					uniforms - employees	
					14-12-101-5316	2,593.52
					Total :	5,712.85
59846	1/28/2020	07484	EAGLE TRUCK EQUIPMENT	18594	MONTHLY TRUCK PARTS FOR T	
			YTD Amount: 298.58			
				72844	MONTHLY TRUCK PARTS FOR T	
					01-14-186-5304	298.58
					Total :	298.58
59847	1/28/2020	12977	EAW SECURITY	53497	ADD-ON CAMERA FOR POLICE A	
			YTD Amount: 848.54			
				72933	add-on camera for police administr:	
					07-04-525-7450	848.54
					Total :	848.54
59848	1/28/2020	14730	ENVIRONMENTAL SOLUTIONS, COVANT, CI69620		CONSULTING SERVICES-STORM	
			YTD Amount: 220.00			

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59848	1/28/2020	14730	ENVIRONMENTAL SOLUTIONS, COVANT,	(Continued)	CONSULTING SERVICES-STORM 14-12-103-5305	220.00 Total : 220.00
59849	1/28/2020	00419	FEDERAL EXPRESS	5-403-55311	OVERNIGHT MAILINGS OVERNIGHT MAILINGS 01-01-002-5306	28.68 Total : 28.68
59850	1/28/2020	08830	FERGUSON ENTERPRISES LLC	SEE ATTACHEE 73210	REPAIRS TO ACEC AND CONTRC Repairs to ACEC and Control Buildi 01-24-151-5323	372.48 Total : 372.48
59851	1/28/2020	00576	GRAN TURK EQUIPMENT CO INC	1135435-01 113: 72846	PARTS & SUPPLIES FOR TWP. F PARTS & SUPPLIES FOR TWP. F 01-14-186-5304	698.56 Total : 698.56
59852	1/28/2020	09020	HAFER PETROLEUM EQUIPMENT LTD	0184389-IN 73259	REPAIR OF POLICE DEPARTMEN REPAIR OF POLICE DEPARTMEN 01-14-186-5310	1,453.56 Total : 1,453.56
59853	1/28/2020	10673	IEH AUTO PLUS LLC	DECEMBER	MISC. AUTO PARTS FOR TWP. F	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59853	1/28/2020	10673	IEH AUTO PLUS LLC (Continued)	72847	misc. auto parts for twp. fleet 01-14-186-5304	1,224.49 Total : 1,224.49
59854	1/28/2020 YTD Amount: 586.75	10824	INTERSTATE BATTERY SYSTEM DECEMBER	72848	BATTERIES FOR CARS & TRUCK BATTERIES FOR CARS & TRUCK 01-14-186-5304	586.75 Total : 586.75
59855	1/28/2020 YTD Amount: 2,343.82	03119	JOHN KENNEDY FORD JENKINTOWN DECEMBER	72849	FORD PARTS & SUPPLIES FORD PARTS & SUPPLIES 01-14-186-5304	2,343.82 Total : 2,343.82
59856	1/28/2020 YTD Amount: 382.59	04019	KSG INDUSTRIAL SUPPLIES INC SEE LIST	72850	TRUCK PARTS & SUPPLIES TRUCK PARTS & SUPPLIES 01-14-186-5304	382.59 Total : 382.59
59857	1/28/2020 YTD Amount: 275.00	06989	MATTEO, LARRY DEC		REIMBURSE RETIREES INSURAN REIMBURSE RETIREES INSURAN 05-01-029-5102	275.00 Total : 275.00
59858	1/28/2020 YTD Amount: 4,763.04	00928	MUNICIPAL SUPPLY CO.,INC, U.S. 6159857 615833		PARTS FOR LEAF MACHINE #142	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59858	1/28/2020	00928	MUNICIPAL SUPPLY CO.,INC, U.S.	(Continued)		
				72207	PARTS FOR LEAF MACHINE #142	
					01-14-186-5304	4,179.30
			6162616		ROAD EQUIPMENT & SUPPLIES	
				72856	ROAD EQUIPMENT & SUPPLIES	
					01-14-186-5304	583.74
					Total :	4,763.04
59859	1/28/2020	01034	NAPA AUTO PARTS	DECEMBER	PARTS & SUPPLIES FOR TWP. F	
	YTD Amount: 1,057.86					
				72851	PARTS & SUPPLIES FOR TWP. F	
					01-14-186-5304	1,045.20
					Total :	1,045.20
D-115 59860	1/28/2020	01189	PENNONI ASSOCIATES INC.	10007313	REDSTONE AT BAEDERWOOD	
	YTD Amount: 1,017.50					
					REDSTONE AT BAEDERWOOD	
					07-00-000-2442	442.50
			1007314		MAPLE AVE STORMWATER PRO.	
					MAPLE AVE STORMWATER PRO.	
					01-00-000-5862	575.00
					Total :	1,017.50
59861	1/28/2020	06510	PSATS	INV 58748 XBK:	WEBINAR-AMY MONTGOMERY	
	YTD Amount: 30.00					
				73249	WEBINAR-UNDER FIRE:TRENDS	
					01-06-081-5301	30.00
					Total :	30.00
59862	1/28/2020	15842	RESEARCH INSTITUTE INC, ENVIRONME	96378471	GEOGRAPHIC INFORMATION SY	
	YTD Amount: 9,285.00					

Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59862	1/28/2020	15842	RESEARCH INSTITUTE INC, ENVIRONME (Continued)	73066	Geographic Information Systems si 07-01-500-7529	9,285.00 Total : 9,285.00
59863	1/28/2020 YTD Amount: 144.29	00989	SAYRE, INC., G. L.	DECEMBER 72852	MONTHLY PURCHASE ORDERS MONTHLY PURCHASE ORDERS 01-14-186-5304	144.29 Total : 144.29
59864	1/28/2020 YTD Amount: 19,709.19	12311	SLIWINSKI FLOOR COVERING, INC	1 7497 72461	REPLACE CARPET IN LIBRARY REPLACE CARPET ON LOWER L 07-23-071-7497	19,709.19 Total : 19,709.19
59865	1/28/2020 YTD Amount: 1,747.84	15153	TIREHUB, LLC	11703040 11724 72854	TIRES & TREAD FOR TWP. FLEE TIRES & TREAD FOR TWP. FLEE 01-14-186-5304	1,747.84 Total : 1,747.84
59866	1/28/2020 YTD Amount: 495.99	08347	TOLEDO, OSWALDO	REFUND	REFUND FICA 4TH QTR 2019 HL/ REFUND FICA 4TH QTR 2019 HL/ 01-00-000-2510	495.99 Total : 495.99
59867	1/28/2020 YTD Amount: 1,783.37	13647	TRUCKPRO, LLC	DECEMBER	TRUCK PARTS FOR TWP. FLEET	

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Voucher List
TWP OF ABINGTON

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59867	1/28/2020	13647 TRUCKPRO, LLC	(Continued)	72855	TRUCK PARTS FOR TWP. FLEET 01-14-186-5304	137.32 Total : 137.32
59868	1/28/2020 YTD Amount: 550.00	12631 VILE, EILEEN	DEC		REIMBURSE RETIREES INSURAN REIMBURSE RETIREES INSURAN 05-01-029-5102	275.00 Total : 275.00
59869	1/28/2020 YTD Amount: 976.50	07500 VILE, SUSAN ELIZABETH	NOVEMBER 20,		TRANSCRIPTION/EDITING OF MI Transcription/Editing of minutes for 01-01-002-5305	252.00 Total : 252.00
59870	1/28/2020 YTD Amount: 5,749.42	12505 VP AUTOWORKS	3542972	73273	ACCIDENT REPAIR 29-14 ACCIDENT REPAIR 29-14 01-14-186-5332	5,151.42
			3941388	73238	HOOD REPAIR FOR #222 HOOD REPAIR FOR #222 01-14-186-5304	598.00 Total : 5,749.42
59871	1/28/2020 YTD Amount: 2,918.65	02905 WELLS FARGO INST. RET. & TRUST	CONTRIBUTION		TOWNSHIP PENSION CONTRIBL	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59871	1/28/2020	02905	WELLS FARGO INST. RET. & TRUST	(Continued)	TOWNSHIP PENSION CONTRIBL	
					01-28-012-5215	2,766.65
					TOWNSHIP PENSION CONTRIBL	
					13-00-000-5805	152.00
					Total :	2,918.65
59872	1/28/2020	12892	WRIGLEY, GEORGE R.	REIMBURSEME	TRAVEL REIMBURSEMENT	
	YTD Amount: 80.63				TRAVEL REIMBURSEMENT	
					02-10-200-5301	80.63
					Total :	80.63
					Bank total :	233,729.27
44 Vouchers for bank code : ap2					Total vouchers :	233,729.27
44 Vouchers in this report						

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59873	1/30/2020	00941	PA RECREATION & PARK SOCIETY	38283	CPSI COURSE AND EXAM~	
		YTD Amount: 2,005.00				
				72449	CPSI course and exam~	
					01-24-150-5301	1,725.00
					Total :	1,725.00
59874	1/30/2020	00005	ABINGTON FIRE CO	FIRE TAX	FIRE TAXES COLLECTED	
		YTD Amount: 12,151.48				
					FIRE TAXES COLLECTED	
					01-15-091-5236	2,980.48
					Total :	2,980.48
D-119 59875	1/30/2020	08369	ATLANTIC TACTICAL	SI 8066160	INVOICE SI80676160 - PARTIAL P	
		YTD Amount: 11,087.63				
				73347	Invoice SI80676160 - partial payme	
					06-04-069-5322	11,087.63
					Total :	11,087.63
59876	1/30/2020	07829	BIASE LANDSCAPING LLC	BUSINESS DIS	HARDSCAPING IN OUR BUSINES	
		YTD Amount: 21,532.06				
				73250	HARDSCAPING IN OUR BUSINES	
					07-13-575-7551	17,291.06
					Total :	17,291.06
59877	1/30/2020	00707	BILLOWS ELECTRIC SUPPLY INC	4657629-00	LED DRIVER	
		YTD Amount: 5,315.09				
				73334	LED Driver	
					01-24-152-5323	54.55
					Total :	54.55

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59878	1/30/2020	15005 CAMPBELL, DURANT P.C	67769		GENERAL LABOR & EMPLOYMEN	
		YTD Amount: 28,577.53			GENERAL LABOR & EMPLOYMEN	
					01-01-003-5201	6,785.10
					Total :	6,785.10
59879	1/30/2020	01453 CHELTENHAM TOWNSHIP	3RD QTR		WASTEWATER CHRGS CITY OF	
		YTD Amount: 316,025.64			WASTEWATER CHRGS CITY OF	
					02-11-202-5333	316,025.64
					Total :	316,025.64
59880	1/30/2020	08628 CONTRACT & COMMERCIAL INC., STAPL	3434244588		COFFEE CUPS	
		YTD Amount: 3,572.29			COFFEE CUPS	
					01-01-002-5300	90.09
					Total :	90.09
59881	1/30/2020	02360 COOPER, INC., GUY	S19-2961		REPAIRS TO HEATER AT ACEC	
		YTD Amount: 1,151.50			Repairs to heater at ACEC	
				73274	01-24-152-5305	1,151.50
					Total :	1,151.50
59882	1/30/2020	14024 DNH CATERERS LLC	12/19/2019		HOLIDAY LUNCHEON	
		YTD Amount: 2,320.00			Holiday Luncheon	
				73241	01-01-002-5340	2,320.00
					Total :	2,320.00
59883	1/30/2020	13766 DOORCHECK, INC, JAMES	725240		RESTROOM DOORS FOR THE C	
		YTD Amount: 5,457.09				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59883	1/30/2020	13766	DOORCHECK, INC, JAMES	(Continued)		
				73045	Restroom doors for the Control Bui	
					01-24-151-5323	1,893.15
					Total :	1,893.15
59884	1/30/2020	00389	EDGE HILL FIRE CO	FIRE TAX	FIRE TAXES COLLECTED	
			YTD Amount: 12,151.48		FIRE TAXES COLLECTED	
					01-15-091-5236	2,980.48
					Total :	2,980.48
59885	1/30/2020	08830	FERGUSON ENTERPRISES LLC	SEE ATTACHEE	HOT WATER HEATER	
			YTD Amount: 1,294.95		HOT WATER HEATER	
				73063	02-10-200-5317	428.60
				73063	DOUBLE BACKFLOW PREVENTE	
					17-10-851-7477	431.59
					Total :	860.19
59886	1/30/2020	03395	GIBBS, D. ANDREW	EDUCATION RE	EDUCATION REIMBURSEMENT	
			YTD Amount: 994.00		EDUCATION REIMBURSEMENT	
					01-04-040-5190	994.00
					Total :	994.00
59887	1/30/2020	01110	GRAINGER, INC.	9384257599	1 - 8 PIN ELECTRICAL TIMING RE	
			YTD Amount: 759.33		1 - 8 PIN ELECTRICAL TIMING RE	
				71469	02-10-203-5304	75.29
					Total :	75.29

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59888	1/30/2020	00541	HIBBERT'S INC	023047	NAME PLATES FOR BILL BOLE AI	
		YTD Amount: 67.52			NAME PLATES FOR BILL BOLE AI	
					01-01-001-5301	36.30
					Total :	36.30
59889	1/30/2020	10249	ITSAVVY LLC	01153171 0115:	DESKTOP COMPUTER FOR CAR	
		YTD Amount: 11,837.19			DESKTOP COMPUTER FOR CAR	
				72821	02-10-205-5320	632.89
					Total :	632.89
59890	1/30/2020	15865	JONAS, MICHELE	REFUND	REFUND CLASS	
		YTD Amount: 25.00			REFUND CAKE DECORATING CI	
					01-00-000-4427	25.00
					Total :	25.00
59891	1/30/2020	09766	MAILLIE, FALCONIERO & CO LLP	AUDIT	FIRE DEPT AUDITING SERVICES	
		YTD Amount: 1,000.00			FIRE DEPT AUDITING SERVICES	
					01-15-064-5305	1,000.00
					Total :	1,000.00
59892	1/30/2020	09136	MASON CO., INC., W.B.	201098921	HANGING FILE FOLDER	
		YTD Amount: 719.47			HANGING FILE FOLDER	
					01-01-002-5300	75.89
				206027320	TABLE COVER AND FOAM CUPS	
					TABLE COVER AND FOAM CUPS	
					01-01-002-5300	82.98

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59892	1/30/2020	09136	MASON CO., INC., W.B.	(Continued)	Total :	158.87
59893	1/30/2020	00893	McKINLEY FIRE CO	FIRE TAX	FIRE TAXES COLLECTED	
	YTD Amount:	12,151.48			FIRE TAXES COLLECTED	
					01-15-091-5236	2,980.48
					Total :	2,980.48
59894	1/30/2020	00941	PA RECREATION & PARK SOCIETY	DISCOUNT TIC	DECEMBER DICOUNT TICKET SA	
	YTD Amount:	848.00			December Dicount Ticket Sales	
				73335	01-24-156-5331	568.00
					Total :	568.00
D-123 59895	1/30/2020	01889	PECO ENERGY	DECEMBER	TRAFFIC LIGHT ACCOUNT-DISTF	
	YTD Amount:	1,214.40			TRAFFIC LIGHT ACCOUNT-DISTF	
					03-13-146-5308	1,205.07
				SHELMIRE	TRAFFIC LIGHT ACCOUNT-DISTF	
					TRAFFIC LIGHT ACCOUNT-DISTF	
					03-13-146-5308	1.05
					Total :	1,206.12
59896	1/30/2020	01890	PECO ENERGY	DECEMBER	STREET LIGHT ACCOUNT-DISTR	
	YTD Amount:	28,972.60			STREET LIGHT ACCOUNT-DISTR	
					03-13-146-5308	28,972.60
					Total :	28,972.60
59897	1/30/2020	12566	PROFESSIONAL HEALTH SERVICES	111269	ATFD FIREFIGHTER PHYSICAL P	
	YTD Amount:	376.00				

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59897	1/30/2020	12566	PROFESSIONAL HEALTH SERVICES (Continued)	73348	ATFD Firefighter Physical Program. 01-15-091-5217	376.00 Total : 376.00
59898	1/30/2020 YTD Amount: 23.11	12990	READY REFRESH	DECEMBER	ALVERTHORPE MANOR ALVERTHORPE MANOR 01-24-157-5311	23.11 Total : 23.11
59899	1/30/2020 YTD Amount: 11.18	12991	READY REFRESH	NOV/DECEMBE	ALVERTHORPE PARK ALVERTHORPE PARK 01-24-157-5311	11.18 Total : 11.18
59900	1/30/2020 YTD Amount: 207.00	15347	REBMANN MAXWELL & HIPPEL LLP, OBE 38390		PROFESSIONAL SERVICES THRU PROFESSIONAL SERVICES THRU 07-00-967-7201	207.00 Total : 207.00
59901	1/30/2020 YTD Amount: 122.50	01732	REDEVELOPMENT AUTHORITY OF	JANUARY 13,20	YORK & SUSQUEHANNA PROJE YORK & SUSQUEHANNA PROJE 01-01-003-5201	122.50 Total : 122.50
59902	1/30/2020 YTD Amount: 150.00	05194	RODON SIGNS INC.	18238	ROLL SIGN PRINT	

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59902	1/30/2020	05194	RÔDON SIGNS INC.	(Continued)		
				72293	Roll Sign Print	
					01-24-157-5323	150.00
					Total :	150.00
59903	1/30/2020	00980	ROSLYN FIRE CO	FIRE TAX	FIRE TAXES COLLECTED	
	YTD Amount:	12,151.48			FIRE TAXES COLLECTED	
					01-15-091-5236	2,980.48
					Total :	2,980.48
59904	1/30/2020	07191	SHADES OF GREEN, INC.	22898	TREE REMOVAL~	
	YTD Amount:	1,200.00				
				72832	Tree Removal~	
					07-24-800-7580	1,200.00
					Total :	1,200.00
59905	1/30/2020	00559	STARR TRANSIT CO., INC.	72123	TRANSPORATION FOR RADIO CI	
	YTD Amount:	1,600.00				
				72924	Transporation for Radio City Music	
					01-24-156-5331	1,600.00
					Total :	1,600.00
59906	1/30/2020	01015	STRAUB INC., FRED H.	88616	CLOCK-COMMISSIONER KLINE~	
	YTD Amount:	465.00				
					CLOCK-COMMISSIONER KLINE~	
					01-01-001-5301	465.00
					Total :	465.00
59907	1/30/2020	15723	SUNBELT RENTALS, INC.	SEE ATTACHEE	EQUIPMENT RENTAL TO REMOV	
	YTD Amount:	6,953.89				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59907	1/30/2020	15723	SUNBELT RENTALS, INC.	(Continued)		
				73265	Equipment rental to remove invasiv 07-24-800-7582	6,953.89
					Total :	6,953.89
59908	1/30/2020	15540	THE HOME DEPOT PRO	527888622	BABY CHANGING STATIONS, OD	
	YTD Amount:	3,136.55				
				73082	Baby Changing Stations, Odor Absor	
					01-24-151-5323	312.87
					Total :	312.87
59909	1/30/2020	00112	VERIZON	DECEMBER	TELEPHONE BILLINGS	
	YTD Amount:	291.31			TELEPHONE BILLINGS	
					02-10-203-5307	48.82
					Total :	48.82
59910	1/30/2020	08425	VERIZON WIRELESS	DECEMBER	WWTP PUMP STATIONS	
	YTD Amount:	84.24			WWTP PUMP STATIONS - METEOR	
					02-10-203-5307	84.24
					Total :	84.24
59911	1/30/2020	01035	WELDON FIRE CO	FIRE TAX	FIRE TAXES COLLECTED	
	YTD Amount:	12,151.48			FIRE TAXES COLLECTED	
					01-15-091-5236	2,980.48
					Total :	2,980.48
39 Vouchers for bank code : ap2						Bank total : 419,409.99
39 Vouchers in this report						Total vouchers : 419,409.99

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59912	1/24/2020	15013	AQUA PA		ROUND HOUSE-WATER	
		YTD Amount: 101.10			WATER FOR ROUND HOUSE AT	
					01-24-153-5311	101.10
					Total :	101.10
59913	1/24/2020	15014	AQUA PA		SPRINKLER FOR ROUND HOUSE	
		YTD Amount: 93.70			SPRINKLER FOR ROUND HOUSE	
					01-24-153-5311	93.70
					Total :	93.70
D-127 59914	1/24/2020	05812	AQUA PENNSYLVANIA		1176 OLD YORK RD	
		YTD Amount: 93.70			1176 OLD YORK RD	
					01-01-030-5311	93.70
					Total :	93.70
59915	1/24/2020	05813	AQUA PENNSYLVANIA		1176 OLD YORK RD	
		YTD Amount: 196.30			1176 OLD YORK RD	
					01-01-030-5311	196.30
					Total :	196.30
59916	1/24/2020	05814	AQUA PENNSYLVANIA		1166 OLD YORK RD	
		YTD Amount: 135.80			1166 OLD YORK RD	
					01-01-030-5311	135.80
					Total :	135.80

Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59917	1/24/2020	05815	AQUA PENNSYLVANIA		2201 FLOREY	
					2201 FLOREY	
					01-13-130-5311	184.40
					Total :	184.40
59918	1/24/2020	05816	AQUA PENNSYLVANIA		925 FITZWATERTOWN	
					925 FITZWATERTOWN	
					14-12-100-5311	66.78
					Total :	66.78
59919	1/24/2020	05817	AQUA PENNSYLVANIA		2828 SPEAR	
					2828 SPEAR	
					01-24-152-5311	176.73
					Total :	176.73
59920	1/24/2020	05818	AQUA PENNSYLVANIA		ES DUMONT RD	
					ES DUMONT RD	
					01-24-154-5311	220.06
					Total :	220.06
59921	1/24/2020	05820	AQUA PENNSYLVANIA		1212 EDGE HILL	
					1212 EDGE HILL	
					01-24-155-5311	77.12
					Total :	77.12
59922	1/24/2020	05823	AQUA PENNSYLVANIA		1383 EASTON RD	

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59922	1/24/2020	05823	AQUA PENNSYLVANIA	(Continued)	1383 EASTON RD 01-24-157-5311	18.00 Total : 18.00
59923	1/24/2020	05825	AQUA PENNSYLVANIA	WATER	BAEDERWOOD SKATING HIGHL/ BAEDERWOOD SKATING HIGHL/ 01-24-157-5311	52.50 Total : 52.50
59924	1/24/2020	05826	AQUA PENNSYLVANIA	WATER	NS CLEVELAND NS CLEVELAND 01-24-157-5311	52.50 Total : 52.50
59925	1/24/2020	05831	AQUA PENNSYLVANIA	WATER	WS FORREST WS FORREST 01-24-157-5311	64.40 Total : 64.40
59926	1/24/2020	05832	AQUA PENNSYLVANIA	WATER	1013 INDIAN CREEK 1013 INDIAN CREEK 01-24-157-5311	151.27 Total : 151.27
59927	1/24/2020	05833	AQUA PENNSYLVANIA	WATER	865 JENKINTOWN	18.00

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59927	1/24/2020	05833	AQUA PENNSYLVANIA	(Continued)	865 JENKINTOWN 01-24-157-5311	18.00 Total : 18.00
59928	1/24/2020	05834	AQUA PENNSYLVANIA	WATER	511 MEETINGHOUSE 511 MEETINGHOUSE 01-24-157-5311	256.95 Total : 256.95
59929	1/24/2020	05835	AQUA PENNSYLVANIA	WATER	NS JEFFERSON NS JEFFERSON 01-24-157-5311	18.00 Total : 18.00
59930	1/24/2020	05836	AQUA PENNSYLVANIA	WATER	1010 FITZWATERTOWN 1010 FITZWATERTOWN 02-10-200-5311	206.40 Total : 206.40
59931	1/24/2020	05838	AQUA PENNSYLVANIA	WATER	1010 FITZWATERTOWN 1010 FITZWATERTOWN 02-10-200-5311	669.25 Total : 669.25
59932	1/24/2020	05840	AQUA PENNSYLVANIA	WATER	NS KIMBALL	73.92

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59932	1/24/2020	05840	AQUA PENNSYLVANIA	(Continued)	NS KIMBALL 02-10-203-5311	73.92 Total : 73.92
59933	1/24/2020	05841	AQUA PENNSYLVANIA	WATER	1119 TOWNSHIP LINE 1119 TOWNSHIP LINE 02-10-203-5311	53.69 Total : 53.69
YTD Amount: 53.69						
59934	1/24/2020	05843	AQUA PENNSYLVANIA	WATER	ES VALLEY ES VALLEY 02-10-203-5311	33.28 Total : 33.28
YTD Amount: 33.28						
59935	1/24/2020	05845	AQUA PENNSYLVANIA	WATER	1858 OLD WELSH 1858 OLD WELSH 02-10-203-5311	18.00 Total : 18.00
YTD Amount: 18.00						
59936	1/24/2020	05846	AQUA PENNSYLVANIA	WATER	BRIARCLIFF BRIARCLIFF 02-10-203-5311	18.00 Total : 18.00
YTD Amount: 18.00						
59937	1/24/2020	05847	AQUA PENNSYLVANIA	WATER	WS DAVISVILLE	
YTD Amount: 18.23						

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59937	1/24/2020	05847	AQUA PENNSYLVANIA	(Continued)	WS DAVISVILLE 02-10-203-5311	18.23 Total : 18.23
59938	1/24/2020	05848	AQUA PENNSYLVANIA	WATER	635 MOREDON 635 MOREDON 02-10-203-5311	18.00 Total : 18.00
59939	1/24/2020	05849	AQUA PENNSYLVANIA	WATER	2571 RUBICAM CRESTMONT PO 2571 RUBICAM CRESTMONT PO 01-24-153-5311	143.90 Total : 143.90
59940	1/24/2020	07415	AQUA PENNSYLVANIA	WATER	MEADOWBROOK BIRD SANCTU MEADOWBROOK BIRD SANCTU 01-24-157-5311	18.00 Total : 18.00
59941	1/24/2020	10094	AQUA PENNSYLVANIA	WATER	86 NORTH HILL 86 NORTH HILL 02-10-203-5311	52.50 Total : 52.50
59942	1/24/2020	15814	AQUA PENNSYLVANIA	WATER	WAR MEMORIAL PARK	18.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59942	1/24/2020	15814	AQUA PENNSYLVANIA	(Continued)	WATER AT WAR MEMORIAL PARK 01-01-030-5311	18.00 Total : 18.00
59943	1/31/2020 YTD Amount: 367.06	02961	ACKER'S HARDWARE, INC.	SEE LIST	CONTROL BUILDING RESTROOM	
				73296	Control Building Restroom at 01-24-151-5323	158.37
				73364	Alverthorpe Park Control Building 01-24-151-5323	22.57 Total : 180.94
D-133 59944	1/31/2020 YTD Amount: 315.00	00078	ASSOC FOR PA MUNICIPAL MGMT	DUES	MEMBERSHIP	
					MEMBERSHIP 01-01-002-5301	165.00 Total : 165.00
59945	1/31/2020 YTD Amount: 167.25	02910	BELL MEDICAL SERVICES INC	5162653	POLICE/DISPOSABLE BED SHEET	
				73327	POLICE/DISPOSABLE Bed Sheets 01-04-043-5330	167.25 Total : 167.25
59946	1/31/2020 YTD Amount: 25,916.46	07829	BIASE LANDSCAPING LLC	JANUARY 12, 20	HARDSCAPING BUSINESS DIST	
				73255	HARDSCAPING BUSINESS DIST 07-13-575-7566	4,384.40 Total : 4,384.40

Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59947	1/31/2020	06812 CDW-GOVERNMENT, INC.	WKX3477		LAPTOP DOCKING STATION FOR	
		YTD Amount: 2,193.67				
				73203	laptop docking station for Ofc. Towr	
			WLR7818		01-04-043-5322	193.55
				73271	UPGRADE 4 PC'S ON PA STATE F upgrade 4 PC's on PA state police	
			WLT2636		01-04-055-5322	72.96
				73290	MONITOR WITH HDMI CABLE FC monitor with HDMI cable for ROC	
			WVLT0190		01-04-055-5322	515.47
				73289	PC FOR OFC COUGHLIN PC for Ofc Coughlin	
					01-04-048-5305	818.65
					Total :	1,600.63
59948	1/31/2020	12951 CLARKE, LLC, RUDOLPH	74642		939 MOREDON RD & 979 DALE R	
		YTD Amount: 49,921.50				
					939 MOREDON RD & 979 DALE R	
			74643		07-00-000-2436	67.50
					2620 W MORELAND ROD 2620 W MORELAND ROD	
			74644		07-00-000-2436	1,800.00
					2907 JEFFERSON AVE 2907 JEFFERSON AVE	
			74645		07-00-000-2451	967.50
					2947 ELLIOTT AVE 2947 ELLIOTT AVE	
					07-00-000-2436	990.00

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59948	1/31/2020	12951 CLARKE, LLC, RUDOLPH	(Continued) 74646		401 CADWALADER AVE 401 CADWALADER AVE	
			74647		01-01-003-5201 629 ROSLYN AVENUE 629 ROSLYN AVENUE	351.50
			74648		07-00-000-2436 AMERBACH LITIGATION AMERBACH LITIGATION	112.50
			74651		01-01-003-5201 ECONOMIC DEVELOPE CORP ECONOMIC DEVELOPE CORP	37.00
			74652		01-01-003-5201 G H REAL HOLDING G H REAL HOLDING	55.50
			74653		01-01-003-5202 1057 EASTON ROAD 1057 EASTON ROAD	74.00
			74654		07-00-000-2451 ISABELLA LITIGATION ISABELLA LITIGATION	67.50
			74655		01-01-003-5201 LEHMAN, LORA LITIGATION LEHMAN, LORA LITIGATION	18.50
			74657		01-01-003-5201 MACY 'S RETAIL HOLDINGS MACY 'S RETAIL HOLDINGS	1,480.00
					01-01-003-5202	55.50

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59948	1/31/2020	12951 CLARKE, LLC, RUDOLPH	(Continued) 74658		SUSSMAN SUSSMAN	
			74659		07-00-000-2451 O'NEILL CONSULTING O'NEILL CONSULTING	472.50
			74660		01-01-003-5201 OLD YORK ROAD OLD YORK ROAD	10,600.50
			74661		01-01-003-5202 PACKER, ESTATE OF GRACE PACKER, ESTATE OF GRACE	758.50
			74662		01-01-003-5201 PENN STATE PENN STATE	18.50
			74663		07-00-000-2451 PETER E HARPER-LITIGATION PETER E HARPER-LITIGATION	1,552.50
			74664		01-01-003-5202 PREIT-WILLOW GROVE MALL PREIT-WILLOW GROVE MALL	92.50
			74665		07-00-000-2451 SUSSMAN SUSSMAN	292.50
			74666		07-00-000-2451 2053 PARKDALE AVE 2053 PARKDALE AVE	337.50
					01-01-003-5201	92.50

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59948	1/31/2020	12951 CLARKE, LLC, RUDOLPH	(Continued) 74667		1235 MEINEL RD 1235 MEINEL RD	
			74668		07-00-000-2442 1538-46 EASTON ROAD 1538-46 EASTON ROAD	112.50
			74670		07-00-000-2451 1907 SUSQUEHANNA ROAD 1907 SUSQUEHANNA ROAD	180.00
			74671		01-01-003-5201 2620 W MORELAND ROAD 2620 W MORELAND ROAD	166.50
			74672		07-00-000-2436 2907 JEFFERSON AVE 2907 JEFFERSON AVE	450.00
			7649		07-00-000-2451 BAEDERWOOD RESIDENTIAL BAEDERWOOD RESIDENTIAL	45.00
					07-00-000-2442	405.00
					Total :	21,653.50
59949	1/31/2020	13433 COMCAST	JANUARY		ALVERTHORPE PARK CONTROL	
		YTD Amount: 198.92				
				73184	ALVERTHORPE PARK CONTROL	
					01-24-151-5305	198.92
					Total :	198.92
59950	1/31/2020	14883 COMCAST	JANUARY		FAX LINES FOR TOWNSHIP BUII	
		YTD Amount: 1,117.86				

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59950	1/31/2020	14883	COMCAST		(Continued)	
					MODEM FOR TOWNSHIP BUILDII	
					01-01-005-5305	557.39
					Total :	557.39
59951	1/31/2020	14979	COMCAST		JANUARY	
					NEW INTERNET SERVICE FOR T	
					PUBLIC WORKS, TRAINING CEN	
					01-01-002-5307	2,936.94
					Total :	2,936.94
59952	1/31/2020	05894	COMCAST CABLE		JANUARY	
					MONTHLY CABLE 515 MEETINGH	
					MONTHLY CABLE 515 MEETINGH	
				73183	01-24-150-5302	203.48
					Total :	203.48
59953	1/31/2020	09245	COMCAST CABLE		JANUARY	
					PARKS MAINT OFFICE -FOX CHA	
					PARKS MAINT OFFICE -FOX CHA	
				73182	01-24-158-5305	88.40
					Total :	88.40
59954	1/31/2020	00512	GEPPERT INC., WILLIAM A		23435	
					NEW CONCRETE BY PARKING LI	
					NEW CONCRETE BY PARKING LI	
					07-01-500-7523	38.90

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59954	1/31/2020	00512	GEPPERT INC., WILLIAM A			
			(Continued)			
			23537 23141 110	73253	FIVE GALLON INDUSTRIAL PAINT Five gallon industrial paint pail.	
				73253	01-24-155-5323 Halogen bulbs and coiled lightning	9.18
			23854 23856	73370	01-24-155-5323 MATERIALS NEEDED FOR BASEI Materials needed for basement rep	28.60
			24544	73369	01-24-155-5323 MATERIALS NEEDED FOR BASEI Materials needed for basement rep	28.12
					01-24-155-5323 Total :	26.97 131.77
59955	1/31/2020	00541	HIBBERT'S INC	023127	4 PLAQUES FOR AWARD RECIPE	
			YTD Amount: 463.98		4 PLAQUES FOR AWARD RECIPE	
					01-01-001-5301 Total :	396.46 396.46
59956	1/31/2020	09182	IAFC MEMBERSHIP	dues	INTERNATIONAL ASSOCIATION C	
			YTD Amount: 885.00		International Association of Fire	
				73292	01-15-063-5301 Total :	240.00 240.00
59957	1/31/2020	13300	KEY BUSINESS DRIVE	15382	INK FOR POSTAGE MACHINE	
			YTD Amount: 112.39		INK FOR POSTAGE MACHINE	
					01-01-002-5306	112.39

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59957	1/31/2020	13300	KEY BUSINESS DRIVE	(Continued)	Total :	112.39
59958	1/31/2020	07062	MANJARDI, MARK	01/21/2020	MINUTES ZONING HEARING BOA	
		YTD Amount: 1,030.00			MINUTES ZONING HEARING BOA	
					01-06-081-5305	225.00
					Total :	225.00
59959	1/31/2020	15540	THE HOME DEPOT PRO	529681868	CENTER PULL PAPERTOWELS, (
		YTD Amount: 4,617.32				
				73365	Center pull papertowels, cleaning	
					01-24-155-5317	250.94
				530886357	PAPER TOWELS, TOILET PAPER	
					Paper towels, toilet paper, scrub br	
				73257	01-24-152-5318	1,229.83
					Total :	1,480.77
59960	1/31/2020	00941	PA RECREATION & PARK SOCIETY	47403	PRPS CONFERENCE~	
		YTD Amount: 2,868.00				
				73167	PRPS Conference~	
					01-24-150-5301	295.00
					Total :	295.00
59961	1/31/2020	12951	CLARKE, LLC, RUDOLPH	74673	401 CADWALADER AVE	
		YTD Amount: 35,520.00				
					401 CADWALADER AVE	
					01-01-003-5201	758.50
				74674	AMERACH-LITIGATION	
					AMERACH-LITIGATION	
					01-01-003-5201	74.00

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59961	1/31/2020	12951 CLARKE, LLC, RUDOLPH	(Continued) 74675		ARMSTRONG, JOSEPH ARMSTRONG, JOSEPH	
			74676		01-01-003-5202 BAEDERWOOD RESIDENTIAL BAEDERWOOD RESIDENTIAL	18.50
			74677		07-00-000-2442 G H REAL HOLDING G H REAL HOLDING	225.00
			74678		01-01-003-5202 1057 EASTON ROAD 1057 EASTON ROAD	18.50
			74679		07-00-000-2451 KURCZ, DANUTE KURCZ, DANUTE	450.00
			74680		01-01-003-5202 LEHMAN, LORA, LITIGATION LEHMAN, LORA, LITIGATION	74.00
			74682		01-01-003-5201 MEALEY, DAN MEALEY, DAN	1,443.00
			74683		01-01-003-5202 O'NEILL CONSULTING O'NEILL CONSULTING	37.00
			74684		01-01-003-5201 O'NEILL CONSULTING O'NEILL CONSULTING	1,646.50
					01-01-003-5201	3.50

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Voucher List
TWP OF ABINGTON

Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59961	1/31/2020	12951 CLARKE, LLC, RUDOLPH	(Continued) 74685		OLD YORK ROAD OLD YORK ROAD	
			74686		01-01-003-5202 PENN STATE PENN STATE	148.00
			74687		07-00-000-2451 PETER E HARPER PETER E HARPER	697.50
			74688		01-01-003-5202 PREIT-WILLOW GROVE PREIT-WILLOW GROVE	37.00
			74689		07-00-000-2451 RYDAL WATERS RYDAL WATERS	1,012.50
			74690		07-00-000-2451 SCHORSCH, PETER SCHORSCH, PETER	90.00
			74691		01-01-003-5202 SUSSMAN SUSSMAN	74.00
			74692		07-00-000-2451 TELEGADIS TELEGADIS	315.00
			74693		01-01-003-5201 MITTLEMAN V PHILADELPHIA PF MITTLEMAN V PHILADELPHIA PF	74.00
					01-01-003-5201	37.00

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59961	1/31/2020	12951	CLARKE, LLC, RUDOLPH (Continued) 74694		2053 PARKDALE AVE 2053 PARKDALE AVE 01-01-003-5201	18.50 Total : 7,252.00
59962	1/31/2020	08628	CONTRACT & COMMERCIAL INC., STAPL 3436565395		OFFICE MATERIALS AND SUPPLI	
		YTD Amount: 3,758.36		73331	Office Materials and Supplies.	
				73331	01-15-057-5323 Office Materials and Supplies.	27.43
					01-15-063-5300	158.64
					Total :	186.07
D-143 59963	1/31/2020	15866	MARQUARDT, DON		Refund large item pick up	
		YTD Amount: 20.00			Refund large item pick up	
					14-00-000-4397	20.00
					Total :	20.00
59964	1/31/2020	09136	MASON CO., INC., W.B.		4 WHITE 2 INCH BINDERS, 2 3 IN	
		YTD Amount: 1,172.46		206912725		
				73330	4 white 2 inch binders, 2 3 inch	
				73330	01-04-043-5300	65.49
				73330	1000 paper disposable cups for pris	
				73330	01-04-043-5330	79.60
					1 tub of gym wipes, 30 rolls of pape	
					01-04-043-5323	307.90
					Total :	452.99

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59965	1/31/2020	09282	MASTERCRAFT PAINTING FINISHES	01/17/2020	ATFD FIRE TRAINING FACILITY. -	
		YTD Amount: 4,050.00				
				73359	ATFD Fire Training Facility. ~	
					01-15-064-5305	4,050.00
					Total :	4,050.00
59966	1/31/2020	11465	PA DEPT OF LABOR & INDUSTRY-B'	BOILER CERT	BOILER CERTIFICATIONS	
		YTD Amount: 158.56				
					BOILER CERTIFICATIONS	
					01-01-030-5317	158.56
					Total :	158.56
D-144 59967	1/31/2020	00265	PA DEPT OF LABOR & INDUSTRY-E	ELEVATORS CE	CERT OPERATION ELEVATORS	
		YTD Amount: 74.61				
				73336	CERT OPERATION ELEVATORS	
					01-24-157-5323	74.61
					Total :	74.61
59968	1/31/2020	00941	PA RECREATION & PARK SOCIETY	MEMBERSHIPS	16 PRPS MEMBERSHIPS	
		YTD Amount: 3,933.00				
				73221	16 PRPS Memberships	
					01-24-150-5301	1,360.00
					Total :	1,360.00
59969	1/31/2020	15729	READY REFRESH	JANUARY	WATER FOR PARKS MAINTENAN	
		YTD Amount: 10.33				
					PARKS DEPT MAINTENACE GAR	
					01-24-157-5311	10.33
					Total :	10.33
59970	1/31/2020	10317	SIR SPEEDY	48227	SUMMER CAMP BROCHURE.	
		YTD Amount: 886.00				

Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
59970	1/31/2020	10317	SIR SPEEDY	(Continued)		
				73366	Summer camp brochure.	
					01-24-155-5303	886.00
					Total :	886.00
59971	1/31/2020	06102	SPOK	JANUARY	MONTHLY PAGING SERVICES	
	YTD Amount:	71.57			Parks paging services	
					01-24-150-5307	18.15
					Wastewater paging services	
					02-10-200-5307	17.58
					Total :	35.73
D-145 59972	1/31/2020	05328	TAYLOR, SHAHEED	CDL LICENSE	CDLLICENSE REIMBURSEMENT	
	YTD Amount:	64.00			CDLLICENSE REIMBURSEMENT	
					01-13-131-5323	64.00
					Total :	64.00
59973	1/31/2020	01028	VAN'S LOCK SHOP, INC	0000106293	NEW LOCKS FOR ALVERTHORPI	
	YTD Amount:	145.34			New Locks for Alverthorpe Park	
				73308	01-24-151-5323	141.84
					Total :	141.84
59974	1/31/2020	14709	VECTOR SECURITY	65187104	MONTHLY MONITORING FEE.	
	YTD Amount:	92.95			Monthly monitoring fee.	
				73367	01-24-155-5305	92.95
					Total :	92.95

Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
59975	1/31/2020	00112	VERIZON	JANUARY	TELEPHONE BILLINGS~		
		YTD Amount: 643.25			TELEPHONE BILLINGS~		
					03-13-146-5304	34.05	
					TELEPHONE BILLINGS pump stat		
					02-10-203-5307	317.89	
					Total :	351.94	
59976	1/31/2020	07500	VILE, SUSAN ELIZABETH	01/24/2020	TRANSCRIPTION/EDITING OF MI		
		YTD Amount: 1,535.50			Transcription/Editing of minutes BC		
					01-01-002-5305	301.00	
					Transcription/Editing of minutes for		
					01-01-002-5305	204.25	
				01/27/2020	TRANSCRIPTION/EDITING OF MI		
					Transcription/Editing of minutes for		
					01-01-002-5305	53.75	
					Total :	559.00	
65 Vouchers for bank code : ap2						Bank total :	54,032.74
65 Vouchers in this report						Total vouchers :	54,032.74

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Voucher List
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Bank code : ap2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
2337	1/31/2020	13296 US BANK	2014 G O BOND		2014 G O BOND SERIES INTERE:		
		YTD Amount: 26,874.98			2014 G O BOND SERIES INTERE:		
					01-30-011-5212	26,874.98	
					Total :	26,874.98	
2338	1/31/2020	14380 REGIONAL FINANCE AUTHORITY, DELAV FINAL PRINCIP,			MONTGOMERY COUNTY 911 RAI		
		YTD Amount: 129,531.00			MONTGOMERY COUNTY 911 RAI		
					01-00-000-1301	50,090.84	
					MONTGOMERY COUNTY 911 RAI		
					01-00-000-1302	6,738.80	
					MONTGOMERY COUNTY 911 RAI		
					07-04-525-7552	72,701.36	
					Total :	129,531.00	
2 Vouchers for bank code : ap2						Bank total :	156,405.98
2 Vouchers in this report						Total vouchers :	156,405.98

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