

ABINGTON TOWNSHIP

OCTOBER 8, 2020



**BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE**



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

A G E N D A **October 8, 2020** **7:00 PM**

CALL TO ORDER

CONSIDER APPROVAL OF MINUTES

PRESENTATIONS

- a. Brief Presentation on the Public Facing Agenda System
- b. Citizen Portal Presentation

PUBLIC COMMENT ON AGENDA ITEMS ONLY

UNFINISHED BUSINESS

NEW BUSINESS

- a. BOC-01-111220 CDBG HOME Rehabilitation Program and Budget discussion
- b. PW-01-111220 Discuss and consider the Paper Recycling Agreement with Newman & Company, Inc.
- b. PW-02-111220 Consider and discuss the extension of an agreement for recycling services currently being provided by J.P. Mascaro & Sons, through the Montgomery County Consortium of Communities and alternatives.

ADJOURNMENT

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.

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.



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

October 8, 2020

BOC-01-111220

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

CDBG HOME Rehab Program

EXECUTIVE SUMMARY:

n/a

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

CDBG HOME Rehabilitation Program and Budget discussion



TOWNSHIP OF ABINGTON

Community Development

John L. Spiegelman, *Board President*
Thomas Hecker, *Board Vice President*
Richard J. Manfredi, *Township Manager*
Van B. Strother, *Director*

MEMORANDUM

To: Richard J. Manfredi
From: Van B. Strother
Date: August 6, 2020
Re: CARES Act Flexibilities for CDBG Funds

The *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) (Public Law 116-136), was signed into law on March 27, 2020, makes available \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to the coronavirus (CDBG-CV grants). Additionally, the CARES Act provides CDBG grantees with flexibilities that make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG grants for coronavirus response and authorizes the U.S. Department of Housing and Urban Development (HUD) to grant waivers and alternative requirements.

On April 9, 2020, Mr. John Gibbs, Acting Assistant Secretary for Community Planning and Development from HUD issued a memorandum titled “*CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response*”. The attached guidelines to this memorandum describes the immediate availability of a 5-day public comment period for amendments and new plan submissions, uncaps the percentage of CDBG funding for public services to prevent, prepare for, and respond to coronavirus, as well as other flexibilities. Please note that these new provisions are not only applicable to the \$5 billion in CDBG funding from the CARES Act but many of the new provisions are also applicable to FY2019 and FY2020 CDBG funding.

The deadline to submit Consolidated Plans (including CDBG-CV Action Plans and Annual Action Plans); the CARES Act extends the deadline for grantees to submit action plans and other updates to their consolidated plans submissions for fiscal years 2019* and 2020* to August 16, 2021. Grantees are not required to wait and HUD expects most grantees to apply for both grants promptly. *Without extension, the deadline for fiscal year 2020 grants would be August 16, 2020, in accordance with section 116(b) of the HCD Act and 24 CFR 91.15. The deadline for fiscal year 2019 passed on August 16, 2019 (plans due then have been submitted). This deadline also applies to CDBG-CV Action Plan submissions, which are amendments to the consolidated plan.

In summary, if the Abington Township of Board of Commissioners desires to continue their discussion on the use of the FY 2020 CDBG funds in the amount of \$789,251.00, they can continue this conversation beyond the Thursday, August 13, 2020 stated meeting of the governing body provided that a timely waiver request is submitted to HUD. A timely waiver request can be submitted to HUD immediately after the Thursday, August 13, 2020 stated meeting of the governing body. A successfully submitted waiver to HUD by the Township will extend the deadline to submit the FY20 Annual Action Plan (and other related documents) to August 16, 2021.

TOWNSHIP OF ABINGTON

Federal Fiscal Year 2020

Proposed Community Development Block Grant Budget

Friday, July 10, 2020

1.	Administration	157,000.00
2.	Summer Youth Meal Program	1,000.00
3.	Owner Occupied Rehabilitation Program	281,251.00
4.	Public Facilities Improvements	300,000.00
5.	Tenant Rental Assistance	50,000.00
<hr/>		
	TOTAL AMOUNT	\$ 789,251.00



Spruce Real Estate Partners

1639 Poplar Street
 Philadelphia, PA 19130
 Tel: 267.981.8092
 Fax: 215.402.1092

Salem Baptist Church - Seniors Center Annex
 1250 Easton Road -Annex
 Roslyn, PA

August 3, 2020

PROJECT COST

Design Drawings: Space Plans
 Architect of Record: Kramer + Marks
 Plans: SK-1
 Drawing Date: 2/28/2020
 (RSF): 6,800

DESCRIPTION	SUBCONTRACTOR	\$/ SF
General Carpentry		
ADA Lift Shaft	\$ 57,380	\$ 8.44
2nd floor Commercial Kitchen Renovation	\$ 36,960	\$ 5.44
2nd Floor Resource Center	\$ 47,550	\$ 6.99
1st Floor Renovation and ADA Restroom	\$ 50,600	\$ 7.44
2nd Floor ADA Restroom	\$ 16,575	\$ 2.44
Commercial Kitchen Equipment	\$ 63,450	\$ 9.33
ADA Lift		
ADA 3 Stop Lift	\$ 27,581	\$ 4.06
Concrete / Paving		
ADA Walkway to side door	\$ 4,600	\$ 0.68
Expanded Parking Area and Driveway	\$ 35,475	\$ 5.22
Storm Water Management		
Install storm water management system to offset new paving - Aqua block system	\$ 25,000	\$ 3.68
Security and Surveillance		
Keycard System	\$ 12,480	\$ 1.84
Surveillance Cameras & Network	\$ 26,500	\$ 3.90
Roof Repair	\$ 7,910	\$ 1.16
HVAC (Replace Oil Furnaces & New Gas Service)	\$ 140,522	\$ 20.67
Architectural/Engineering Fees	\$ 32,000	\$ 4.71
TOTAL:	\$ 584,583	\$ 85.97



Salem Baptist Church - Interfaith Food Cupboard
 1256 Easton Road - Parrsiah House
 Roslyn, PA

Spruce Real Estate Partners
 1639 Poplar Street
 Philadelphia, PA 19130
 Tel: 267.981.8092
 Fax: 215.402.1092

August 3, 2020

PROJECT COST

Design Drawings: TBD
 Architect of Record: Kramer + Marks
 Plans: TBD
 Drawing Date:
 (RSF): 2,500

DESCRIPTION	SUBCONTRACTOR	\$/ SF
General Carpentry		
Demo the 1st Floor to provide wide open plan	\$ 26,565	\$ 10.63
2nd Floor Restroom Renovation	\$ 9,200	\$ 3.68
Basement - Seal walls and install closets	\$ 9,250	\$ 3.70
2nd floor - handicap ramp fit out, including all labor and materials, demo and rebuild.	\$ 50,600	\$ 20.24
Rebuilding 2nd story stairway to wrap around the building and provide loading ramp for deliveries	\$ 48,500	\$ 19.40
Commercial Kitchen Equipment	\$ 63,450	\$ 25.38
Relocate Basement Access and install electric conveyor	\$ 14,565	\$ 5.83
Paving		
Reinstall previously permitted driveway	\$ 17,680	\$ 7.07
Storm Water Management		
Install storm water management system to offset new paving - Aqua block system	\$ 10,000	\$ 4.00
HVAC		
Install Outdoor Units on Level Pad,,Install New Electrical Disconnects, and Whips	\$ 14,447	\$ 5.78
Electrical		
Upgrade current electric throughout the building	\$ 13,500	\$ 5.40
Security and Surveillance		
Keycard System	\$ 6,300	\$ 2.52
Surveillance Cameras & Network	\$ 13,500	\$ 5.40
		\$ -
		\$ -
Architectural/Engineering Fees	\$ 14,000	\$ 5.60
TOTAL:	\$ 311,557	\$ 124.62



BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE

AGENDA ITEM

October 8, 2020

PW-01-111220

DATE

AGENDA ITEM NUMBER

Public Works

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Resolution to extend Paper Recycling Agreement with Newman & Company, Inc., 6101 Tacony Street, Philadelphia, PA 19135 for a one (1) year term expiring October 15, 2021.

EXECUTIVE SUMMARY:

The original agreement between the Township and Newman & Company, Inc. was for an initial period of three (3) years beginning October 15, 2017. At the end of the initial term of the agreement and with mutual written consent, the agreement can be extended for up to two (2) one (1) year periods. This extension will be the first, one (1) year period.

PREVIOUS BOARD ACTIONS:

No previous action.

RECOMMENDED BOARD ACTIONS:

Discuss and consider the Paper Recycling Agreement with Newman & Company, Inc.



6101 TACONY STREET
PHILADELPHIA, PA 19135

August 17, 2020

Township of Abington
Attn: Mr. Mark Maxwell
Public Works Department
2201 Florey Lane
Abington, Pa 19001

RE: Newman & Company/ Township of Abington Agreement-Optional 1-year extension

Dear Mr. Maxwell,

Per the Newman & Company, Inc/ Township of Abington dated October 15th, 2017 between both parties, this letter shall serve to advise you of the upcoming extension option.

The Township of Abington may exercise the option to renew for an additional year at this time.

Please sign and return the letter at your earliest convenience confirming your desire to proceed.

Sincerely,

Newman & Company, Inc.

David Newman

Vice President-General Manager

DN/cc

ACCEPTANCE OF OPTIONAL 1 YEAR AGREEMENT RENEWAL

Signature: _____

Printed Name: _____

Date of Acceptance: _____

Date of Expiration: _____



COPY
Township of Abington

Wayne C. Luker, *President*
Steven N. Kline, *Vice President*
Richard J. Manfredi, *Manager*
Jay W. Blumenthal, *Treasurer*

October 18, 2017

Newman Paper Company
6101 Tacony Street
Philadelphia, Pa 19135

Attention: David Newman

Enclosed please find the signed agreement between Newman & Company, Inc. and the Township of Abington.

It is always a pleasure doing business with you David.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Ed Micciolo,
Director of Public Works

EM\em



Copy

6101 TACONY STREET
 PHILADELPHIA, PA 19135
 215-333-8700
 FAX 215-332-8586

AGREEMENT

AGREEMENT made this 15th day of October 2017 by and between NEWMAN & COMPANY, INC., a corporation duly organized under the laws of Pennsylvania, having its principal place of business at 6101 Tacony Street, Philadelphia, Pennsylvania, 19135 (hereinafter "Newman") and the TOWNSHIP OF ABINGTON (hereinafter "Township").

WITNESSETH:

WHEREAS, Township as part of its recycling program is collecting Newspapers, Junk Mail and Mixed Paper, and

WHEREAS, Newman agrees to accept all such unbaled Newspapers, Junk Mail and Mixed Paper (the "Newspapers, Junk Mail and Mixed Paper") from Township,

NOW, THEREFORE, the parties hereto each intending to be legally bound hereby, agree as follows:

I. Product

During the term of this agreement, Township will deliver to Newman, or have delivered, its Newspapers, Junk Mail and Mixed Paper at its facilities located at 6101 Tacony Street, Philadelphia, and Newman agrees to accept and process all of the Newspapers, Junk Mail and Mixed Paper under the following terms and conditions:

- A. Newman will provide at its aforesaid facilities an area acceptable to the Township for the deposit of the Newspapers, Junk Mail and Mixed Paper and a means acceptable to the Township for deposit of the Newspapers, Junk Mail and Mixed Paper.
- B. Newman shall be responsible to assure there is minimal waiting time to deposit the Newspapers, Junk Mail and Mixed Paper.

II. Costs or Payment

Newman agrees to pay the Township \$38 per ton over the OBM Yellow Sheet, #54 Mixed Paper, New York High Side Price for all curbside collected paper delivered to Newman's facility. This price will be adjusted monthly based on the exact changes in the PPI Yellow Sheet. Township will never be paid less than \$30.00 per ton nor more than \$105.00 per ton even if the PPI Yellow Sheet payment falls below or rises above the mentioned differentials.

Transportation

If Township elects to have Newman pick-up the product at the Township's facility in Abington, Pennsylvania, the following will apply:

- C. Newman & Company will dispatch a walking floor trailer to be live-loaded.
- D. Loading will be accomplished within roughly one (1) hour.
- E. Newman will pay \$15 per ton less for any product picked-up at the Township's facility.
- F. The above freight allocation noted in C. is based on a minimum of 18 tons per load.
- G. Abington will widen its unloading pit to accommodate wider trailers.

II. Municipal Waste Planning, Recycling and Waste Reduction Act (the "Act")

- A. Township agrees that it will not adopt any resolutions, ordinances, regulations or orders under the Act or any other authority that adversely affect the implementation of the terms of this agreement.
- B. Township agrees that any plan previously submitted or to be submitted to Montgomery County or any other government agency pursuant to the Act was or will be consistent with the intent and terms of this agreement and will acknowledge its existence and that the Township will oppose any attempt by Montgomery County or any other governmental agency to require Township to alter its method of handling the services to be provided under this agreement.
- C. Township agrees that it is responsible for the implementation of its recycling and waste reduction program pursuant to Section 1501 of the Act (the "implementation") and that Newman is responsible for the implementation only to the extent of its

specific obligations under this agreement. Township agrees to indemnify, save harmless and defend Newman from all claims, actions, causes of action and demands arising out of any allegation that Newman is responsible for the implementation, except for Newman's specific obligations under this agreement.

- D. Township acknowledges that, in implementing its recycling program, it is providing a preference to Newman pursuant to Section 1501(f) of the Act.

III. Term

This agreement shall be in effect and binding upon the parties for a Thirty Six (36) month period, commencing upon the date of execution of this agreement. At the end of the initial term, this agreement can be extended for up to two one (1) year options. This will be accomplished by mutual written consent of both parties sixty (60) days prior to the 36th and/or 48th month anniversaries. The term of this agreement may be extended from time to time upon mutual written agreement of the parties.

IV. Indemnification

- A. Newman hereby agrees to indemnify, save harmless and defend the Township from all claims, actions, causes of action and demands including bodily injury and property damage arising out of any negligent acts, effort or omissions of Newman in the performance of its services under this agreement.
- B. Township hereby agrees to indemnify, save harmless and defend Newman from all claims, actions, causes of action and demands including bodily injury and property damage arising out of any negligent acts, errors or omissions of Township in the performance of its activities under this agreement.

V. Agreement

- A. This instrument contains the entire agreement between the parties and no modification of this agreement shall be effective unless made in writing.
- B. Any provision of this agreement found to be invalid under the laws of the Commonwealth of Pennsylvania, shall be deemed

inoperative without invalidating or otherwise affecting any other provisions of this agreement.

VI. Governing Law

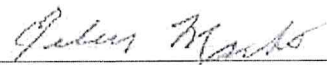
This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

TOWNSHIP OF ABINGTON

Attest:

By: 



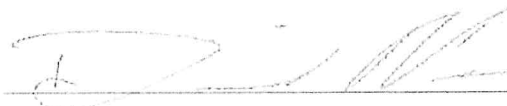
Witness

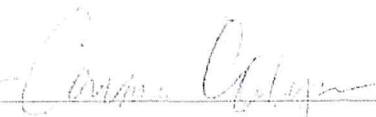
Name: ED Micciolo
(please print)

Title: PUBLIC WORKS DIRECTOR

NEWMAN & COMPANY, INC.

Attest:

By: 



Witness

Name: David Newman
(please print)

Title: Vice President/General Manager



*BOARD OF COMMISSIONERS COMMITTEE
OF THE WHOLE*

AGENDA ITEM

October 8, 2020

PW-02-111220

DATE

AGENDA ITEM NUMBER

Public Works

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000

Yes No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes No

AGENDA ITEM:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF ABINGTON TOWNSHIP AUTHORIZING THE EXTENSION OF THE AGREEMENT FOR RECYCLING SERVICES WITH J.P. MASCARO & SONS, DATED OCTOBER 22, 2015, FOR AN ADDITIONAL PERIOD OF SIX MONTHS, WITH CERTAIN PRICE CHANGES FOR CERTAIN SERVICES

EXECUTIVE SUMMARY:

The Montgomery County Consortium of Communities and the Township of Abington executed an Agreement for Recycling Services with J.P.

Mascaro & Sons, dated October 22, 2015, for a term of three (3) years with options to renew for up to an additional two (2) years.

The Consortium and Township exercised both renewal options to extend and renew the Agreement, which renewal term is set to expire on or about November 20, 2020.

The requested extension will extend the terms of that Agreement for an additional six (6) month period, subject to certain changes in terms regarding index price rates, as shown on attached Exhibit "A".

During the six month extension it is the township's intention, along with the Recycling Consortium of Communities of Montgomery County and with Technical Assistance Grants from the Department of Environmental Protection to explore all options prior to the expiration of the extension. Those options include putting forth a request for bid proposals for the current operation and disposal of the consortium's recycling, the consortium running the operation at the same facility, a private industry partnership for a possible Mini MRF (materials recovery facility) at the same facility and a possible Mini MRF at another consortium members property among other ideas. The Consortium of Communities is

committed to securing a fiscally responsible and secure solution for the future.

PREVIOUS BOARD ACTIONS:

No previous board action.

RECOMMENDED BOARD ACTIONS:

Consider and discuss the extension of an agreement for recycling services currently being provided by J.P. Mascaro & Sons, through the Montgomery County Consortium of Communities and alternatives.

**TOWNSHIP OF UPPER DUBLIN
BOARD OF COMMISSIONERS**

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
UPPER DUBLIN TOWNSHIP AUTHORIZING THE EXTENSION
OF THE AGREEMENT FOR RECYCLING SERVICES WITH J.P.
MASCARO & SONS, DATED OCTOBER 22, 2015, FOR AN
ADDITIONAL PERIOD OF SIX MONTHS, WITH CERTAIN
PRICE CHANGES FOR CERTAIN SERVICES**

WHEREAS, the Township of Upper Dublin, Montgomery County, Pennsylvania (the "Township") executed an Agreement for Recycling Services (the "Agreement") with J.P. Mascaro & Sons, dated October 22, 2015, for a term of three (3) years, with Township options to renew for up to an additional two (2) years; and

WHEREAS, the Township has exercised both renewal options to extend and renew the Agreement, which renewal term is set to expire on or about November 20, 2020; and

WHEREAS, in response to the outbreak of the COVID-19 virus, on March 6, 2020, the Governor's Office of the Commonwealth of Pennsylvania Office issued a Proclamation of Disaster Emergency which authorized "the governing bodies and executive officers of all political subdivisions affected by this emergency to act as necessary to meet the current exigencies as legally authorized under this Proclamation, namely, by the employment of temporary workers, by the rental of equipment, and by entering into such contracts and agreements as may be required to meet the emergency, all without regard to those time consuming procedures and formalities normally prescribed by law, mandatory constitutional requirements excepted"; and

WHEREAS, On June 3, 2020, the Governor issued an Amendment to Proclamation of Disaster Emergency which renewed the March 6, 2020 Proclamation of Disaster Emergency for a period of 90 days; and

WHEREAS, Section 7501 of the Emergency Management Services Code (35 PA C.S., Section 7501, as amended) (the "Code") also authorizes local governing bodies to declare a disaster emergency and authorizes political subdivisions to "enter into contracts and incur obligations necessary to disaster emergency management, response and recovery"; and

WHEREAS, on March 13, 2020, the Township of Upper Dublin adopted a Declaration of Disaster Emergency pursuant to the Code; and

WHEREAS, in order to meet and respond to the ongoing public health emergency caused by the COVID-19 pandemic and avoid an interruption in service, the Township must extend the current contract for recycling services beyond its current expiration; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Upper Dublin Township that the Township of Upper Dublin is hereby authorized to enter into an Amendment to the Agreement for Recycling Services with J.P. Mascaro & Sons, dated October 22, 2015, in order to extend the term of that Agreement for an additional six (6) month period, subject to certain changes in terms regarding index price rates, as shown on attached Exhibit “A”.

RESOLVED by the Board of Commissioners of Upper Dublin Township meeting “virtually” the 11th day of August, 2020.

ATTEST:

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF UPPER DUBLIN

Paul A. Leonard,
Secretary/Township Manager

Ira S. Tackel,
President

Upper Dublin Township on behalf of the
 Montgomery County Consortium of Recycling Communities
 Monthly Invoice Calculation
 For the Month of

May 2020

	<u>Month</u>	<u>Tons Processed</u>
<u>Commingle Materials</u>	May	270.46

<u>Material</u>	<u>Index Price</u>	<u>% Alloc.</u>	<u>Composition Net Price</u>
PET	\$ 184.29	9.36%	\$ 17.25
HD-NAT	\$ 800.00	2.30%	\$ 18.40
HD-PIG	\$ 80.00	4.78%	\$ 3.82
MIX PLASTICS	\$ -	1.34%	\$ -
TIN	\$ 15.00	3.56%	\$ 0.53
ALUM	\$ 800.00	1.74%	\$ 13.92
ASEPTIC	\$ 22.50	0.25%	\$ 0.06
RIGID	\$ 60.00	1.94%	\$ 1.16
RESIDUE	\$ (80.00)	17.61%	\$ (14.09)
GLASS	\$ (27.50)	57.12%	\$ (15.71)
TOTAL		100.00%	\$ 25.34

	<u>Month</u>	<u>Tons Processed</u>
<u>Single Stream Materials</u>	May	1,204.99

<u>Material</u>	<u>Index Price</u>	<u>% Alloc.</u>	<u>Composition Net Price</u>
ONP	\$ 15.00	33.15%	\$ 4.97
OCC	\$ 120.00	13.33%	\$ 16.00
PET	\$ 184.29	5.39%	\$ 9.93
HD-NAT	\$ 800.00	1.50%	\$ 12.00
HD-PIG	\$ 80.00	1.53%	\$ 1.22
MIX PLASTICS	\$ -	0.17%	\$ -
TIN	\$ 15.00	2.53%	\$ 0.38
ALUM	\$ 800.00	1.65%	\$ 13.20
ASEPTIC	\$ 22.50	0.09%	\$ 0.02
RIGID	\$ 60.00	0.98%	\$ 0.59
RESIDUE	\$ (80.00)	17.57%	\$ (14.06)
GLASS	\$ (27.50)	22.11%	\$ (6.08)
TOTAL		100.00%	\$ 38.17

\$ 80 → \$ 84 / ton

INVOICE CALCULATION:

Commodity Value	Commingle	\$ (25.34)
Fixed Processing Cost		\$ 98.78
Total Per Ton		\$ 73.44
Tons Processed		270.46
Invoice Amount	May	\$ 19,862.58

\$ 98.78 → \$ 135 / ton

Commodity Value	Single Stream	\$ (38.17)
Fixed Processing Cost		\$ 98.78
Total Per Ton		\$ 60.61
Tons Processed		1,204.99
Invoice Amount	May	\$ 73,034.46

Grand Total Invoice Amount
\$ 92,897.04

Note: Positive amount indicates amount due from MCCRC to J.P. Mascaro & Sons
 Negative amount indicates amount due from J.P. Mascaro & Sons to MCCRC

Remit To: J.P. Mascaro & Sons
 PO Box 7250
 Audubon, PA 19407-7250
 Attention: Accts Receivable

**TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS
RESOLUTION NO. _____**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF ABINGTON
TOWNSHIP AUTHORIZING THE EXTENSION OF THE AGREEMENT FOR
RECYCLING SERVICES WITH J.P. MASCARO & SONS, DATED OCTOBER 22, 2015,
FOR AN ADDITIONAL PERIOD OF SIX MONTHS, WITH CERTAIN PRICE
CHANGES FOR CERTAIN SERVICES**

WHEREAS, the Township of Abington, Montgomery County, Pennsylvania (the "Township") executed an Agreement for Recycling Services (the "Agreement") with J.P. Mascaro & Sons, dated October 22, 2015, for a term of three (3) years, with Township options to renew for up to an additional two (2) years; and

WHEREAS, the Township has exercised both renewal options to extend and renew the Agreement, which renewal term is set to expire on or about November 20, 2020; and

WHEREAS, in response to the outbreak of the COVID-19 virus, on March 6, 2020, the Governor's Office of the Commonwealth of Pennsylvania Office issued a Proclamation of Disaster Emergency which authorized "the governing bodies and executive officers of all political subdivisions affected by this emergency to act as necessary to meet the current exigencies as legally authorized under this Proclamation, namely, by the employment of temporary workers, by the rental of equipment, and by entering into such contracts and agreements as may be required to meet the emergency, all without regard to those time consuming procedures and formalities normally prescribed by law, mandatory constitutional requirements excepted"; and

WHEREAS, On June 3, 2020, the Governor issued an Amendment to Proclamation of Disaster Emergency which renewed the March 6, 2020 Proclamation of Disaster Emergency for a period of 90 days; and

WHEREAS, Section 7501 of the Emergency Management Services Code (35 PA C.S., Section 7501, as amended) (the "Code") also authorizes local governing bodies to declare a disaster emergency and authorizes political subdivisions to "enter into contracts and incur obligations necessary to disaster emergency management, response and recovery"; and

WHEREAS, on March 16, 2020, the Township of Abington adopted a Declaration of Disaster Emergency pursuant to the Code; and

WHEREAS, in order to meet and respond to the ongoing public health emergency caused by the COVID-19 pandemic and avoid an interruption in service, the Township must extend the current contract for recycling services beyond its current expiration; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Abington Township that the Township of Abington is hereby authorized to enter into an Amendment to the Agreement for Recycling Services with J.P. Mascaro & Sons, dated October 22, 2015, in order to extend the term of that Agreement for an additional six (6) month period, subject to certain changes in terms regarding index price rates, as shown on attached Exhibit “A”.

RESOLVED by the Board of Commissioners of Abington Township meeting the 8th day of October, 2020.

ATTEST: BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON

Richard J. Manfredi
Secretary/Township Manager

John L. Spiegelman
President