

A regular meeting of the **BOARD OF COMMISSIONERS** was held this evening, President Art Haywood presiding. Members present were Commissioners Hampton, Norris, Portner, Sharkey, and Simon.

Staff present were Charlyn Battle, Human Resources Director; Michael Fleming, Public Works Coordinator; Nancy Gibson, Public Information and Complaint Officer; Brian Hinson, Acting Director of Parks and Recreation; David Jones, Interim Township Planner/Zoning Officer; John Norris, Chief of Police; Bruce Rangnow, Acting Director of Fiscal Affairs; and Bryan T. Havir, Township Manager. Also present was Joseph M. Bagley, Esq., Township Solicitor. A Public Attendance List is attached.

1. The meeting commenced at 7:30 p.m. with the Pledge of Allegiance being led by Commissioner Norris.

Mr. Haywood announced that Commissioner McKeown was not present due to recent surgery.

2. Each member having received a copy of the Commissioners' Regular Meeting Minutes dated July 17, 2013, upon motion of Mr. Portner, the Minutes were unanimously approved by the Board of Commissioners.

3. Each member having received a copy of the Executive Summary Financial Report of the Manager/Secretary for the month of July, 2013, upon motion of Mr. Portner, the Report was unanimously approved by the Board of Commissioners.

4. Each member having received a copy of the Accounts Paid Report for the month of July, 2013, upon motion of Mr. Portner, the Report was unanimously approved by the Board of Commissioners.

5. Review of the Public Works Committee Regular Meeting Minutes dated August 14, 2013:

a. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously concurred with a Montgomery County Consortium Contract made by the Lower Merion Township Board of Commissioners at its June 19, 2013, meeting for Furnishing Fuel Oil #2 to Isobunkers, LLC for the period August 1, 2013 through July 31, 2014.

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application W13-104 to Frank Farley, owner of 309 Bent Road, Wyncote, relating to roof replacement as informally recommended by the Wyncote Board of Historical and Architectural Review ("BHAR") since there was no quorum of the BHAR members present.

c. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved the Township entering into a Supplemental General Reimbursement Agreement and execute Utility Form D-401 for Federal Aid Projects with PennDOT regarding the Ashmead Road Bridge utility agreements for AQUA PA, PECO and Verizon (see attached).

d. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 37-13** to authorize the execution of an agreement with the Pennsylvania Department of Transportation (PennDOT) specifically for the replacement of the Ashmead Road Bridge over Tookany Creek (see attached).

e. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously granted the request by Bernard Dupuy, President of Dupuy Construction Services, Inc., on behalf of Einstein-Moss Rehab, Elkins Park, for a waiver from the requirements that a Land Development Plan be required for the construction of a greenhouse structure at Moss Rehab, 60 Township Line Road, contingent upon the Applicant's acceptance of the recommendations imposed by David Jones, Interim Township Planner/Zoning Officer.

f. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously granted a request by Harold Lichtman, GLP Architects, PC, on behalf of Arcadia University, for a waiver from the requirements that a Land Development Plan be required for renovations and improvements to the existing apartment building and site at 777 Limekiln Pike.

g. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously granted a request by Andrew R. Freimuth, Esq., Attorney for the Cheltenham School District, for an extension of the time period in which Cheltenham Township Development Application No. 13-0510 Record Plan Wyncote Elementary School – 333 Rices Mill Road is to be acted upon by the Township to October 11, 2013 (current plan expired on August 11, 2013).

h. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Contract to Jemar Contracting, LLC of Huntingdon Valley, PA, in the amount of \$53,930 for the partial Roofing Replacement Project and replacement of the gutter on the main roof at the Glenside Free Library, 215 S. Keswick Avenue, Glenside, being the lowest qualified and responsible bidder.

i. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously accepted the Public Works Committee Regular Meeting Minutes dated August 15, 2013.

6. Review of the Public Safety Committee Regular Meeting Minutes dated August 7, 2013:

a. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2270-13** amending Chapter 285, thereof, entitled "Vehicles and Traffic" (see attached).

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously accepted the Public Safety Committee Regular Meeting Minutes dated August 7, 2013.

7. Review of the Public Affairs Committee Regular Meeting Minutes dated August 7, 2013:

There was no recommended action for the Board of Commissioners to take.

Upon motion of Ms. Hampton, the Board of Commissioners unanimously accepted the Public Affairs Committee Regular Meeting Minutes dated August 7, 2013.

8. Review of the Building and Zoning Committee Regular Meeting Minutes dated August 7, 2013:

There was no recommended action for the Board of Commissioners to take.

Upon motion of Mr. Simon, the Board of Commissioners unanimously accepted the Building and Zoning Committee Regular Meeting Minutes dated August 7, 2013.

9. Review of the Pension Board Regular Meeting Minutes dated August 2, 2013 and Item 11(a) under New Business on the Agenda – Discussion of management change and fees for the Township's four (4) Pension Plans:

a. Mr. Norris gave an update on the discussions that took place at the August 2, 2013 meeting of the Pension Board including the two (2) options available to the Township to realize savings related to the management fees of its four (4) pension plans as presented by PFM Asset Management LLC ("PFM"). Mr. Norris stated that there was no quorum at said meeting but the consensus among the members who were presented supported PFM's Option #2, which could reduce costs by indexing all pension equity investments but would provide PFM with discretionary authority in the management of all of the fixed income assets of the pension plans.

Marc Ammaturo, Management Director of PFM Asset Management LLC, reviewed a Fee and Performance Analysis (see attached). Currently, management fees for the four (4) Pension Plans total \$318,000 per year. Under Mr. Ammaturo's Option #2, the Township could realize savings of approximately \$160,000 in management fees, there would be an introduction of Index Funds that try to replicate rather than outperform the market, and the equity portion of the portfolios in these Index Funds would be complimented with an actively managed portfolio. He stated that his plan is in compliance with the Township's current investment policy.

In response to questions from Mr. Haywood, Mr. Ammaturo reviewed performance comparison and confirmed that all investments would conform with the Township's policy of adopting the Sandy Hook Principles.

In response to a question from Mr. Simon, Mr. Ammaturo confirmed that his performance analysis uses the funds he is recommending under his new proposal vs. the actual results of the current investment manager; the current does not invest in Index Funds; the current manager is on a 'watch list' due to the underperformance of several funds.

Upon motion of Mr. Norris, the Board of Commissioners unanimously approved the termination of C.S. McKee LP as the current investment manager for the Township's four (4) Pension Plans and appointed PFM Asset Management LLC as the Township's new investment manager for the Township's four (4) Pension Plans, to be managed in accordance with what was proposed by PFM this evening and to the Pension Board under PFM's Option #2, and PFM's role would be changed to a discretionary one on the fixed-income portion of the portfolios, and there would be a change to Index Funds on the equity portion of the portfolios (see attached).

Mr. Simon asked PFM to continue to actively monitor the equity portion of the portfolios even though they would be invested in Index Funds and clarified that discretionary authority means that PFM will not have the latitude to change fund investments and not have to wait for the Commissioners input at committee meetings. PFM would continue to attend the quarterly Pension Board meetings.

b. Upon motion of Mr. Norris, the Board of Commissioners unanimously accepted the Pension Board Regular Meeting Minutes dated August 2, 2013.

10. Under New Business:

a. a. In accordance with the Code of the Township of Cheltenham and Article XIII, Section 1302, of the Home Rule Charter, the President of the Board presented new appointments to citizens' committees for the advice and consent of the Board.

Upon motion of Mr. Portner, the Board of Commissioners unanimously approved the following appointments:

Wendy Egelkamp, Library Board  
David K. Flaks, Human Relations Commission

11. Under New Business – None

12. Under Citizens' Forum – None

There being no further business, upon motion of Ms. Hampton, and unanimously approved by the Board of Commissioners, the meeting was adjourned at 8 p.m.



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Bryan T. Havir  
Township **Manager**

as per Anna Marie Felix





# Cheltenham Township Pension Plans Fee and Performance Analysis

**PFM Asset Management LLC**

**Marc D. Ammaturo, Managing Director**

Two Logan Square, Suite 1600  
18th & Arch Streets  
Philadelphia, PA 19103  
(215) 567-6100

[ammaturom@pfm.com](mailto:ammaturom@pfm.com)

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# I. Fee Comparison

# Current Manager Fees

## Based on 3/31/13 Allocation

Fund	Expense Ratio	Police	Salaried	Hourly	Commissioners'	Total
CS McKee Large Cap Core	0.40%	27.20%	27.30%	28.90%	-	
CS McKee - Liberty All Star	1.05%	-	-	-	28.10%	
CS McKee Small Cap Core	0.40%	14.80%	14.50%	15.00%	-	
CS McKee - Vanguard Small Cap	0.17%	-	-	-	17.80%	
CS McKee - International Equity	1.01%	17.50%	17.50%	15.70%	14.90%	
Oppenheimer Developing Markets	1.03%	5.80%	5.80%	5.60%	5.70%	
Cohen & Steers REIT	0.75%	4.70%	5.50%	5.50%	5.70%	
PIMCO Commodity Real Return	0.74%	2.50%	2.60%	2.20%	2.40%	
CS McKee Core Fixed Income	0.40%	20.10%	14.10%	13.20%	21.90%	
Hartford Life and Annuity	0.24%	6.00%	11.60%	12.30%	1.70%	
Schwab Money Market	0.20%	1.50%	1.10%	1.50%	1.70%	
<b>Weighted Average Expense Ratio</b>		<b>0.56%</b>	<b>0.55%</b>	<b>0.53%</b>	<b>0.69%</b>	<b>0.58%</b>
<b>Market Value @ 3/31/13</b>		<b>\$26,125,285</b>	<b>\$12,265,071</b>	<b>\$8,670,301</b>	<b>\$237,546</b>	<b>\$47,298,203</b>
<b>Annual Money Manager Fees (\$)</b>		<b>\$1,321</b>	<b>\$47,740</b>	<b>\$139,692</b>	<b>\$84,641</b>	<b>\$273,394</b>
<b>PFM Consulting Fee (\$)</b>						<b>\$45,000*</b>
<b>Grand Total</b>						<b>\$318,394</b>

removed -  
 because  
 of Sandy  
 Hook  
 principals

\* Assumes 2 annual money manager searches (\$5,000 charge per search) and fixed annual consulting fee (\$35,000).

# Option 1: Consulting & Low Cost Managers

## Consulting & Low Cost Managers

Fund	Expense Ratio	Police	Salaried	Hourly	Commissioners'	Total
Vanguard 500 Index Fund	0.05%	37.50%	37.50%	37.50%	37.50%	
Vanguard MidCap Index	0.10%	12.50%	12.50%	12.50%	12.50%	
Vanguard Developed Market Index	0.10%	15.00%	15.00%	15.00%	15.00%	
Vanguard Emerging Market Stock Index	0.18%	5.00%	5.00%	5.00%	5.00%	
Vanguard Global ex-US Real Estate Index	0.32%	4.00%	4.00%	4.00%	4.00%	
Vanguard Total Bond Market Index	0.10%	12.00%	6.40%	5.70%	16.30%	
Vanguard Short-Term Corporate Bond Index	0.12%	8.00%	8.00%	8.00%	8.00%	
Hartford Life Annuity	0.24%	6.00%	11.60%	12.30%	1.70%	
<b>Weighted Average Expense Ratio</b>		<b>0.10%</b>	<b>0.11%</b>	<b>0.11%</b>	<b>0.10%</b>	<b>0.11%*</b>
<b>Market Value @ 3/31/13</b>		<b>\$26,125,285</b>	<b>\$12,265,071</b>	<b>\$8,670,301</b>	<b>\$237,546</b>	<b>\$47,298,203</b>
<b>Annual Money Manager Fees (\$)</b>		<b>\$27,183</b>	<b>\$13,723</b>	<b>\$9,786</b>	<b>\$233</b>	<b>\$50,925</b>
<b>PFM Consulting Fee (\$)</b>						<b>\$45,000**</b>
<b>Grand Total</b>						<b>\$95,925</b>

\* Assume institutional share classes are available at Charles Schwab.

\*\* Assumes 2 annual money manager searches (\$5,000 charge per search) and fixed annual consulting fee (\$35,000).

Note: This proposed portfolio does not hold Alliant Techsystems, Smith & Wesson or Sturn Ruger & Co. as of 3/31/13.

# Option 2: Consulting and Discretionary Management

## Equity – Consulting Fixed Income - Discretionary

Fund	Expense Ratio	Police	Salaried	Hourly	Commissioners'	Total
Vanguard 500 Index Fund	0.05%	37.50%	37.50%	37.50%	37.50%	
Vanguard Mid Cap Index	0.10%	12.50%	12.50%	12.50%	12.50%	
Vanguard Developed Market Index	0.10%	15.00%	15.00%	15.00%	15.00%	
Vanguard Emerging Market Stock Index	0.18%	5.00%	5.00%	5.00%	5.00%	
Vanguard Global ex-US Real Estate Index	0.32%	4.00%	4.00%	4.00%	4.00%	
Hartford Life and Annuity Fund	0.24%	6.00%	11.60%	12.30%	1.70%	
PIMCO Total Return	0.46%	6.50%	3.70%	3.35%	8.60%	
Metropolitan West Total Return Bond Fund	0.40%	6.50%	3.70%	3.35%	8.70%	
Vanguard Intermediate Investment Grade	0.10%	1.75%	1.75%	1.75%	1.75%	
Alliance Bernstein High Income	0.81%	1.75%	1.75%	1.75%	1.75%	
Pacific Life Floating Rate Income	0.65%	1.75%	1.75%	1.75%	1.75%	
TICW Emerging Markets	0.87%	1.75%	1.75%	1.75%	1.75%	
<b>Weighted Average Expense Ratio</b>	<b>0.18%</b>	<b>0.17%</b>	<b>0.17%</b>	<b>0.17%</b>	<b>0.19%*</b>	
<b>Market Value @ 3/31/13</b>		<b>\$26,125,285</b>	<b>\$12,265,071</b>	<b>\$8,670,301</b>	<b>\$237,546</b>	<b>\$47,298,203</b>
<b>Annual Money Manager Fees (\$)</b>		<b>\$50,193</b>	<b>\$22,259</b>	<b>\$15,620</b>	<b>\$476</b>	<b>\$88,548</b>
<b>PFM Consulting Fee (\$)</b>						<b>\$30,000**</b>
<b>PFM Discretionary Fee (\$)</b>						<b>\$39,765***</b>
<b>Grand Total (\$)</b>						<b>\$158,313</b>

\*Assumes institutional share classes are available at Charles Schwab. 6.035  
 \*\*Assumes 1 annual money manager search (\$5,000 charge per search) and fixed annual consulting fee (\$25,000).  
 \*\*\*Cheltenham Total Fixed Income assets as of 3/31/13 (\$8,836,771) \* PFM's Discretionary Management Fee (0.45%).  
 Note: This proposed portfolio does not hold Affiant Techsystems, Smith & Wesson or Sturm Ruger & Co. as of 3/31/13. 40,000 Discretion

80/20

Fixed income  
 Discretionary  
 with money manager

half of portfolio  
 lowers consultancy fees to 25,000  
 25,000

U.S. Bank 2 1/2 basis pts



## II. Performance

# Option 1 – Performance Comparison

## Trailing Years As of 6/30/13

	YTD	1 Year	3 Years
Option 1: Consulting & Low Cost Managers	6.55%	14.38%	12.59%
Cheltenham Police	4.75%	10.95%	10.06%

## Calendar Years

	2012	2011	2010
Option 1: Consulting & Low Cost Managers	14.49%	-1.59%	13.60%
Cheltenham Police	11.50%	-1.82%	12.28%

Option 1 and Option 2 performance is calculated based upon the assumption that the current manager line-ups remain static for the trailing 3 years.

# Option 2 – Performance Comparison

## Trailing Years As of 6/30/13

	YTD	1 Year	3 Years
Option 2: Discretionary Management	6.54%	15.28%	13.26%
Cheltenham Police	4.75%	10.95%	10.06%

## Calendar Years

	2012	2011	2010
Option 2: Discretionary Management	16.10%	-1.87%	14.75%
Cheltenham Police	11.50%	-1.82%	12.28%

Option 1 and Option 2 performance is calculated based upon the assumption that the current manager line-ups remain static for the trailing 3 years.



### III. Appendix

# Appendix

## Annual Fee Schedule for PFMAM Discretionary Services:

First \$10 million	0.45%
Next \$10 million	0.35%
Next \$30 million	0.25%
Next \$50 million	0.20%
Assets in excess of \$100 million	0.15%

# PFM Composite Performance – March 31, 2013

## PFM MULTI-ASSET CLASS COMPOSITES

Strategy/Description	Average Annual Total Returns for periods ended March 31, 2013										No. of Accounts	Assets (in \$ million)
	1Q13	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	10 Years				
Philadelphia Opportunity Fund 60% Russell 3000, 20% MSCI EAFE, 20% Barclays Aggregate*	7.74%	12.86%	7.43%	10.20%	17.86%	6.96%	5.85%	9.57%	171.8	1	171.8	
PFM Multi Asset Class 75:25 Composite	6.95%	11.07%	6.77%	9.28%	16.76%	5.09%	4.57%	7.82%	10.1	2	10.1	
42% Russell 3000, 23% MSCI ACWI ex US, 39% Barclays Aggregate	6.16%	10.40%	7.04%	9.33%	17.03%	6.62%	5.14%	18.2	6	18.2		
PFM Multi Asset Class 70:30 Composite	5.63%	10.82%	7.26%	9.01%	15.96%	5.62%	5.03%	239.8	20	239.8		
46% Russell 3000, 24% MSCI ACWI ex US, 30% Barclays Aggregate	5.76%	9.90%	7.03%	8.89%	16.30%	5.62%	5.03%	654.7	45	654.7		
PFM Multi Asset Class 68:32 Composite	6.30%	10.80%	6.99%	8.75%	15.27%	5.03%	5.32%	804.8	2	804.8		
42% Russell 3000, 23% MSCI ACWI ex US, 35% Barclays Aggregate	5.26%	9.52%	6.91%	8.77%	16.83%	5.14%	5.14%	2.1	1	2.1		
PFM Multi Asset Class 60:40 Composite	5.03%	10.66%	7.00%	8.57%	14.60%	6.42%	6.42%	36.4	9	36.4		
36% Russell 3000, 21% MSCI ACWI ex US, 40% Barclays Aggregate	4.88%	9.11%	6.88%	8.57%	14.60%	6.42%	6.42%	198.9	18	198.9		
PFM Multi Asset Class 60:40 Index Funds Composite	5.03%	9.36%	7.21%	8.45%	14.60%	6.42%	6.42%	61.5	4	61.5		
39% Russell 3000, 21% MSCI ACWI ex US, 40% Barclays Aggregate	4.88%	9.11%	6.88%	8.57%	14.60%	6.42%	6.42%	41.7	6	41.7		
39% Russell 3000, 21% MSCI ACWI ex US, 40% Barclays Aggregate	4.88%	9.11%	6.88%	8.57%	14.60%	6.42%	6.42%	38.2	3	38.2		
39% Russell 3000, 21% MSCI ACWI ex US, 40% Barclays Aggregate	4.88%	9.11%	6.88%	8.57%	14.60%	6.42%	6.42%	10.6	2	10.6		
39% Russell 3000, 21% MSCI ACWI ex US, 40% Barclays Aggregate	4.88%	9.11%	6.88%	8.57%	14.60%	6.42%	6.42%	6.9	1	6.9		
39% Russell 3000, 21% MSCI ACWI ex US, 40% Barclays Aggregate	4.88%	9.11%	6.88%	8.57%	14.60%	6.42%	6.42%	2,022.7	120	2,022.7		

\*1Q13: 6.95%, 2011: 6.0%, 2010: 20%, Barclays Aggregate  
 The performance data shown represents past performance, which is not a guarantee of future results. Investment returns are subject to volatility and risk. Data shown is subject to the availability of investment advisory fees. ©2013 PFM Asset Management LLC. All rights reserved. Performance data is available upon request.

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# Township of Cheltenham

Montgomery County, Pennsylvania

## Board of Commissioners

Art Haywood, *President*  
Harvey Portner, *Vice President*  
Kathy A. Hampton  
Charles D. McKeown  
Daniel B. Norris  
J. Andrew Sharkey  
Morton J. Simon, Jr.

## Township Manager

Bryan T. Havir



## Administration Building

8230 Old York Road  
Elkins Park, PA 19027-1589

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Phone: 215 887-1000  
FAX: 215 887-1561  
[WWW.CHELTENHAMDOWNSHIP.ORG](http://WWW.CHELTENHAMDOWNSHIP.ORG)

August 21, 2013

The information noted below is being disclosed as a requirement of Act 44 since the compensation arising from said amendment for a professional services agreement for investment advisory services to the Township's investment advisor, PFM Asset Management, LLC, increases the cost of the existing contract by more than 10% or \$10,000.

The Cheltenham Township Board of Commissioners, at its regular meeting on Wednesday, August 21, 2013, explored options to lower the overall cost of managing the pension funds while, at the same time, maintaining, if not improving, the investment returns of the Cheltenham Township Pension Funds. The current annual cost to manage Cheltenham's pensions fund totals approximately \$318,000. With PFM continuing as the consultant on the equity piece of the portfolio and assuming discretionary management authority on the fixed income portion, the overall cost would be lowered to approximately \$158,000. Although the overall cost to manage the Township's pension funds decreased, the cost to PFM will increase. PFM's current fee for consulting services for the pension funds is \$45,000 which includes two annual money manager searches per year. PFM's fee for the expanded services is approximately \$70,000. The higher cost is due to the expanded scope of services. In addition to consulting on a portion of the assets, PFM has increased their responsibility by assuming an active discretionary role in managing the fixed income allocation of the pension funds' portfolios.

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LOCATION (County/Municipality):  
Montgomery County/Cheltenham Township

AGREEMENT: 067417B

MUNICIPALITY: Cheltenham Township

FEDERAL ID NO.: 23-6004587

MPMS NUMBER: 16610

PROGRAM: Bridge Bill

SUPPLEMENTAL  
GENERAL REIMBURSEMENT AGREEMENT  
FOR  
FEDERAL AID PROJECTS

DESIGN

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation, hereinafter called DEPARTMENT,

AND

Township of Cheltenham, a political subdivision of the Commonwealth of Pennsylvania, acting through it's proper officials, hereinafter called MUNICIPALITY:

WITNESSETH

WHEREAS, the COMMONWEALTH and the MUNICIPALITY under the date of October 17, 2006 entered into an Agreement designated in the COMMONWEALTH's files as No. 067417, wherein the COMMONWEALTH and the MUNICIPALITY agreed to participate in a Federal-Aid Highway Program to construct the replacement of the Ashmead Road Bridge over Tookany Creek ; and

WHEREAS, the design of said construction of the replacement of the Ashmead Road Bridge over Tookany Creek has shown that the costs will be in excess of the shown in Agreement No. 067417; and

WHEREAS; both COMMONWEALTH and MUNICIPALITY are both desirous of supplementing Agreement No. 067417 for all the additional costs;

NOW, THEREFORE, the parties hereto, for and in consideration of the foregoing promises and mutual promises hereinafter set forth, with the intention of being legally bound hereby, agree as follows;

1. Exhibit "AA" of Agreement No. 067417A is hereby revise in accordance with Exhibit "AAA" attached hereto and made a part hereof.
2. Agreement No. 067417B, is split 80%, expenditure amount of Six Hundred Forty One Thousand Six Hundred (\$ 641,600) dollars for Federal Funds and 15%, expenditure amount of One Hundred Sixteen Thousand Two Hundred Fifty (\$ 116,250) dollars for State Funds. The related Federal Assistance Program name and number is Bridge Bill; Appropriation No. 183. The Related State Assistance Program name and number is Bridge Bill; 223.
3. Paragraph 6 of the original agreement is hereby deleted and replaced with the following:

RIGHT-OF-WAY ACQUISITION

The DEPARTMENT certifies that it shall acquire all right-of-way necessary to construct this Project in accordance with all of the applicable federal and state laws, policies and procedures pertinent to right-of-way acquisition; the most current version of DEPARTMENT Publication No. 98, *Guide for Local Public Agency Acquisition of Right-of-Way*; and *Procedures for Right-of-Way Acquisition by Department—Federal*, the latter of which is attached to and made a part of this Agreement as Exhibit "BB." Exhibit "B" of the original agreement is hereby deleted.

4. The first sentence of Paragraph 11(c) of the original agreement is hereby deleted and replaced with the following: " The MUNICIPALITY shall pay the federal, the DEPARTMENT and the MUNICIPALITY shares to its consultant(s) or contractor(s) within ten (10) calendar days of the Department's payment."

5. Paragraph 7.a of Agreement No. 067417A is hereby deleted and replaced with the following:

a. The DEPARTMENT will make payments to the MUNICIPALITY through ACH. Within ten (10) days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on an ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired, to the Commonwealth of Pennsylvania's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.

6. Paragraph 12 of the original agreement is hereby deleted and replaced with the following:

The MUNICIPALITY shall maintain, and shall require its consultants and contractors to maintain, all books, documents, papers, records, supporting cost proposals, accounting records, employees' time cards, payroll records and other evidence pertaining to costs incurred in the Project and shall make these materials available at all reasonable times during the contract period and for three (3) years from the date of submission of the final voucher to the FHWA, for inspection or audit by the DEPARTMENT, the FHWA, or any other authorized representatives of the federal or state government; and copies thereof shall be furnished, if requested. Time records for personnel performing any work shall account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the MUNICIPALITY shall keep, and shall require its consultants or contractors, as applicable, to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project will not be acceptable.

7. Paragraph 18 of the original agreement is hereby amended to remove the following text:

"and the *Commonwealth Nondiscrimination/Sexual Harassment Clause*, dated June 30, 1999,"

Exhibit "F" of the original agreement is hereby deleted.

8. Paragraph 19 of the original agreement is hereby deleted and replaced with the following:

CONTRACTOR INTEGRITY PROVISIONS

"The MUNICIPALITY shall comply, and shall cause its consultants and contractors to comply, with the *Contractor Integrity Provisions*, dated June 17, 2010 (Revised March 4, 2011), which are attached as Exhibit "GG" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY." Exhibit "G" of the original agreement is hereby deleted and replaced with the attached Exhibit "GG".

9. Paragraph 20 of the original agreement is hereby deleted and replaced with the attached Exhibit "Q"

10. Paragraph 25 of the original agreement is hereby deleted and replaced with the following:

#### PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

The MUNICIPALITY shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the *Provisions Concerning the Americans with Disabilities Act* dated October 14, 2011, which are attached as Exhibit "MM" and made a part of the Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY. Exhibit "M" of the original agreement is hereby deleted and replaced with the attached Exhibit "MM".

11. Paragraph 26 of the original agreement is hereby deleted and replaced with the following:

#### CONTRACTOR RESPONSIBILITY PROVISIONS

"The MUNICIPALITY shall comply, and shall cause its consultants and contractors to comply, with the *Contractor Responsibility Provisions*, which are attached as Exhibit "NN" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the MUNICIPALITY." Exhibit "N" of the original agreement is hereby deleted and replaced with the attached Exhibit "NN".

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

13. As a recipient of federal funding, MUNICIPALITY shall provide to the Commonwealth the information specified in the document entitled *Federal Funding Accountability and Transparency Act of 2006 – Grantee Information*, attached as Exhibit "S" and made a part of this Agreement, to ensure that the Commonwealth can meet the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006. As used in the exhibit, the term "Grantee" refers to the MUNICIPALITY.

14. All other provisions of Agreement No. 067417, unaffected by this Supplemental Agreement, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

MUNICIPALITY\*

\_\_\_\_\_  
Title: \_\_\_\_\_ Date

BY \_\_\_\_\_  
Title: \_\_\_\_\_ Date

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO LEGALITY  
AND FORM

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

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE  
UNDER  
ACTIVITY PROGRAM \_\_\_\_\_  
SYMBOL \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
for Comptroller Date

BY \_\_\_\_\_  
Deputy Attorney General Date

Contract No. 067417B, is split 80%, expenditure amount of \$ 641,600 for Federal Funds and 15%, expenditure amount of \$ 116,250 dollars for State Funds. The related Federal Assistance Program name and number is Bridge Bill; Appropriation No. 183. The Related State Assistance Program name and number is Bridge Bill; 223.

**\*MUNICIPALITY's resolution authorizing execution and attestation must accompany this Agreement; please indicate the signers' titles in the blanks provided and date all signatures.**

**PROJECT ESTIMATED COSTS**

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Preliminary			
Engineering	\$300,000	\$2,000	\$302,000
Final Design	\$398,000	\$2,000	\$400,000
Utilities	\$0	\$0	\$0
Right-of-Way	\$77,000	\$23,000	\$100,000
Construction	\$0	\$0	\$0
Constr. Inspect.	\$0	\$0	\$0
<b>SUBTOTALS</b>	<b>\$775,000</b>	<b>\$27,000</b>	<b>\$802,000</b>

**COST SHARING** (Municipality Incurred Costs)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 ( % ) (If Applicable)	Phase Subtotals
Preliminary					
Engineering	\$240,000	\$45,000	\$15,000	\$0	\$300,000
Final Design	\$318,400	\$59,700	\$19,900	\$0	\$398,000
Utilities	\$0	\$0	\$0	\$0	\$0
Right-of-Way	\$61,600	\$11,550	\$3,850	\$0	\$77,000
Construction	\$0	\$0	\$0	\$0	\$0
Constr. Inspect.	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>	<b>\$620,000</b>	<b>\$116,250</b>	<b>\$38,750</b>	<b>\$0</b>	<b>\$775,000</b>

**COST SHARING** (Commonwealth Incurred Cost)

	Federal (80%)	State (15%)	Municipality (5%)	State Act 26 ( % ) (If Applicable)	Phase Subtotals
Preliminary					
Engineering	\$1,600	\$300	\$100	\$0	\$2,000
Final Design	\$1,600	\$300	\$100	\$0	\$2,000
Utilities	\$0	\$0	\$0	\$0	\$0
Right-of-Way	\$18,400	\$3,450	\$1,150	\$0	\$23,000
Construction	\$0	\$0	\$0	\$0	\$0
Constr. Inspect.	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>	<b>\$21,600</b>	<b>\$4,050</b>	<b>\$1,350</b>	<b>\$0</b>	<b>\$27,000</b>

**TOTAL COST**

Federal	State	Municipality	Total
\$641,600	\$120,300	\$40,100	\$802,000

COUNTY: Montgomery County  
MUNICIPALITY: Cheltenham Township  
PROJECT NAME: Ashmead Road Bridge over Tookany Creek

PROCEDURES FOR  
RIGHT-OF-WAY ACQUISITION BY DEPARTMENT—FEDERAL

- a. The DEPARTMENT, for the MUNICIPALITY and in the MUNICIPALITY's name, and subject to the terms set forth in this Exhibit, shall acquire all necessary right-of-way for this Project by gift, agreement, purchase or any combination of these methods.
- b. The MUNICIPALITY shall acquire all necessary right-of-way that can be obtained only by condemnation. The MUNICIPALITY shall strictly comply with all applicable right-of-way acquisition procedures set forth in the applicable federal and state right-of-way acquisition laws and policies, including but not limited to, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the most current version of DEPARTMENT Publication No. 98, *Guide for Local Public Agency Acquisition of Right-of-Way*.
- c. The DEPARTMENT, for all right-of-way acquisitions for this Project that are subject to MUNICIPALITY reimbursement at intervals determined by the DEPARTMENT, shall perform the following tasks:
  - (1) Prepare title reports;
  - (2) Prepare initial appraisals;
  - (3) Review appraisals—to be conducted by District Office and Central Office, if necessary;
  - (4) Secure MUNICIPALITY approval of appraisals and offers based on appraisals;
  - (5) Conduct negotiations with affected property owners; and
  - (6) Prepare declaration of taking at the MUNICIPALITY's request.
- d. The MUNICIPALITY, except as otherwise provided in this Exhibit, shall be responsible for the initial payment of all right-of-way costs and other property damages for all claims, whether the right-of-way was obtained by an amicable acquisition; by the DEPARTMENT in the name of the MUNICIPALITY; or by settlement or litigation. The DEPARTMENT shall not be responsible for payment of any claims or acquisitions.
- e. The MUNICIPALITY shall be responsible for the conduct of, and all costs incidental to, any litigation that may result from the acquisition of right-of-way or challenge to the acquisition. The DEPARTMENT, upon request, may render advice to the MUNICIPALITY's legal counsel on questions pertaining to litigation at the viewers, trial, appellate level or any combination of these levels. These costs shall include, but are not limited to:

- (1) Payment of claims of the affected property owners;
  - (2) Photographic, appraisal and engineering services;
  - (3) Title reports;
  - (4) Reasonable counsel fees and reasonable expert witness fees required for the adjudication of all property damage claims;
  - (5) Transcripts of testimony before a board of view, court of common pleas, or both; and
  - (6) All recording costs, including printing costs, in case of appeal to an appellate court.
- f. The DEPARTMENT, with funds allocated to it by the FHWA, and with funds made available under Act 235 of 1982, as amended, and Act 26 of 1991, as amended (if applicable), shall reimburse the MUNICIPALITY for the federal and the DEPARTMENT shares of the incurred right-of-way costs as provided in Paragraph 11 of this Agreement.
- g. The DEPARTMENT shall not reimburse the MUNICIPALITY for:
- (1) Right-of-way administrative costs; or
  - (2) Any items that are not compensable:
    - (i) Under the Eminent Domain Code of 1964, Act of June 22, 1964, P.L. 84, as amended; or
    - (ii) Pursuant to appellate court order or agreement between the DEPARTMENT and the MUNICIPALITY.
- h. The MUNICIPALITY shall reimburse the DEPARTMENT for all DEPARTMENT-incurred costs pursuant to performance of its obligations under Section c.
- i. The following terms apply for determining an acquisition price for the property to be acquired
- (1) If any parcel or property is to be acquired prior to a court of common pleas verdict, an acquisition agreement shall be executed only after the MUNICIPALITY and the DEPARTMENT have agreed, in writing, on the acquisition price, including all damage items.

- (2) If time constraints dictate (i.e., at a pretrial conference or at trial), the MUNICIPALITY and the DEPARTMENT may agree orally, provided that such agreement be confirmed in writing immediately thereafter.
  - (3) The acquisition price shall not exceed the amount of the court verdict, plus applicable detention damages and other items of special damages, unless the DEPARTMENT and the MUNICIPALITY, in writing, have first agreed otherwise.
  - (4) The MUNICIPALITY agrees to notify promptly the DEPARTMENT of all board of view awards and verdicts of the court of common pleas. The DEPARTMENT and the MUNICIPALITY agree that appeal will be taken from any award of judgment whenever the DEPARTMENT or the MUNICIPALITY deems it necessary or advisable.
- j. The terms, "right-of-way costs" and "other property damages," as used in this Agreement, shall include, but are not limited to:
- (1) Consequential damages;
  - (2) Damages from de facto or inverse takings;
  - (3) Special damages for displacement;
  - (4) Damages for the preemption, destruction, alteration, blocking and diversion of drainage facilities; and
  - (5) Any other damages that may be claimed or awarded under the applicable federal and state laws and policies referenced in Section b. above.
- k. Prior to advertisement for the receipt of bids, the MUNICIPALITY shall certify to the DEPARTMENT that all right-of-way acquired by the MUNICIPALITY for the Project was acquired in accordance with all applicable federal and state laws and policies, including, but not limited to, the most current version of DEPARTMENT Publication No. 98.

June 17, 2010  
(Revised March 4, 2011)

### 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 procurement process.

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

1. 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 with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the

performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
  - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1) obtaining;
  - (2) attempting to obtain; or
  - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director,

associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.
14. 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.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.
16. 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.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - d. "Financial interest" means:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - e. "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.
  - f. "Immediate family" means a spouse and any unemancipated child.
  - 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.

- h.** "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

October 14, 2011

**PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

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

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

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

EXHIBIT "MM"

## **Contractor Responsibility Provisions**

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

### **Offset Provision**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

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

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

Revised February 1, 2010

## FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 – GRANTEE INFORMATION

### 1. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

### 2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides this information.

### 3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received--

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Grantee provides such information responding to this question.

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

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

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

**RESOLUTION NO. 37-13**

Be it resolved by authority of the BOARD OF COMMISSIONERS of the TOWNSHIP OF CHELTENHAM, that the BOARD PRESIDENT of said municipality be authorized and directed to execute all agreements with the Pennsylvania Department of Transportation on its behalf in regards to replacement at the Ashmead Road Bridge over Tookany Creek and the TOWNSHIP MANAGER be authorized and directed to attest signature.

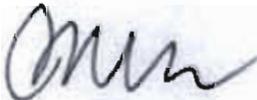
BOARD OF COMMISSIONERS  
TOWNSHIP OF CHELTENHAM  
(A Home Rule Community)

BY:



\_\_\_\_\_  
Art Haywood, President

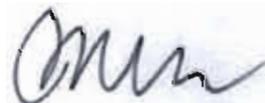
ATTEST:



\_\_\_\_\_  
Bryan T. Havir  
Township Manager

(SEAL)

I, Bryan T. Havir, TOWNSHIP MANAGER AND SECRETARY, of the BOARD OF COMMISSIONERS, do hereby certify that the foregoing is a true Resolution adopted at a regular meeting of the BOARD OF COMMISSIONERS held the 21st day of August, 2013.



DATE: August 21, 2013

\_\_\_\_\_  
Township Manager/Secretary

ORDINANCE NO. 2270-13

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CHELTENHAM, CHAPTER 285 THEREOF, ENTITLED VEHICLES AND TRAFFIC, BY AMENDING CERTAIN STREET AND PARKING REGULATIONS.

The Board of Commissioners of the Township of Cheltenham hereby ordains:

**SECTION 1.** The Code of the Township of Cheltenham, Chapter 285, Article II, entitled Parking Meter Zones, Section 285-20 thereof is hereby amended by **ADDING** the following:

- SYCAMORE AVENUE ( 1 ) STOP STREET at Cheltenham Avenue; at Willow Avenue; at both Juniper Avenue intersections.
- SOUTH AVENUE ( 6 ) HANDICAPPED PARKING. east side 55 feet north of Glenside Avenue to 75 feet north of Glenside Avenue (for 605 E. Glenside Avenue). This addition is effective for the duration period that this resident is eligible for a reserved handicapped parking space.
- WILLOW AVENUE ( 5 ) STOP STREET at Sycamore Avenue; at Penrose Avenue.

**SECTION 2.** The Code of the Township of Cheltenham, Chapter 285, Article IV, entitled Schedule of Traffic Regulations, Section 285-43 thereof is hereby amended by **DELETING** the following:

- SYCAMORE AVENUE ( 1 ) STOP STREET at Cheltenham Avenue; at both Juniper Avenue intersections.
- WILLOW AVENUE ( 5 ) STOP STREET at Penrose Avenue

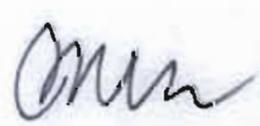
**SECTION 3.** That in all other respects Chapter 285 of the Code of the Township of Cheltenham is hereby approved and accepted as amended, and shall continue in full force and effect.

**SECTION 4.** This Ordinance shall take effect and be in force from and after its approval as required by law.

ENACTED into an Ordinance this 21st of August, A.D., 2013.

BOARD OF COMMISSIONERS  
TOWNSHIP OF CHELTENHAM

By  \_\_\_\_\_

  
ATTEST: \_\_\_\_\_  
Bryan T. Havir, Township Manager