

September 9, 2009
Township Building

The regular meeting of the **Public Works Committee** was held tonight, Chairman Michael J. Swavola, presiding. Members present were Commissioners McKeown, Muldawer, Sharkey and Simon. Staff members present were Assistant Township Manager Havir, Assistant to the Director of Engineering, Zoning and Inspections Reitano, Public Works Superintendent McDonnell, Public Works Coordinator Kasthuber and Township Manager Kraynik. A copy of the Public Attendance Sheet is attached.

1. Upon motion of Mr. Sharkey, approved by the Committee, the Report of the Highway Department for the month of August 2009 was received.

2. Upon motion of Mr. Muldawer, approved by the Committee, the Report of the Refuse Department for the month of July 2009 was received.

3. Upon motion of Mr. Simon, approved by the Committee, the Report of the Parks Maintenance Department for the month of August 2009 was received.

4. Upon motion of Mr. Sharkey, approved by the Committee, the Report of the Sewer Department for the month of August 2009 was received.

5. Mr. Simon asked for a status report on 517 Boyer Road. Mr. Kasthuber said the Township has filed a civil action complaint with Montgomery County Court of Common Pleas and no court date has been assigned as yet.

Upon motion of Mr. Muldawer, approved by the Committee, the Report of the Code Administrator for the month of August 2009 was received.

6. Upon motion of Mr. Simon, approved by the Committee, it was recommended that the Board of Commissioners approve the 2009-2010 Montgomery County Snow and Ice Reimbursement Agreement in the amount of \$5067.80. See attached.

7. Upon motion of Mr. Simon, approved by the Committee, it was recommended that the Board of Commissioners approve the new five (5) year Winter Traffic Services Agreement with PennDOT for Snow and Ice Removal on state roads in the amount of \$46,485.65. See attached.

8. Upon motion of Mr. Simon, approved by the Committee, it is recommended that the Board of Commissioners concur with the Montgomery County Consortium Contract Award for Rock Salt for the 2009-10 Winter Season made by the Upper Dublin Township Board of Commissioners at its August 11, 2009, meeting to International Salt Co., LLC, Clarks Summit, PA @ \$63.31/per ton/delivered.

9. It was noted that there were no minutes of the August 27, 2009, Shade Tree Advisory Commission Meeting as it was canceled.

10. Upon motion of Mr. Muldawer, approved by the Committee, the LaMott Board of Historical and Architectural Review Meeting Minutes of September 3, 2009, were received.

11. Upon motion of Mr. Muldawer, approved by the Committee, it was recommended that the Board of Commissioners approve a Certificate of Appropriateness for Application No. W803 to Eric and Lydia Gaudlis, owners of premises known as 135 Webster Avenue, Wyncote to construct an addition to the back of the house and the replacement of windows as recommended by the Wyncote Board of Historical and Architectural Review.

12. Upon motion of Mr. Muldawer, approved by the Committee, the Wyncote Board of Historical and Architectural Review Meeting Minutes of September 3, 2009, were received.

13. The Committee reviewed the Zoning Hearing Board's decision on Appeal No. 3330: Thor Cheltenham Mall LP, 2385 W. Cheltenham Avenue, Wyncote, PA 19095 for

installation of a free-standing archway sign, with the bottom of the 16 feet above grade and a sign area measuring 383.3 feet (38.33 feet in width and 10 feet in height) at the rear entrance to the Cheltenham Square Mall adjacent to the "Target" store creating a less than required rear yard setback and having a greater than permitted sign area and sign height.

The Zoning Hearing Board granted relief sought by Applicant.

Upon motion of Mr. Muldawer, and unanimously approved by the Committee, no action was taken.

14. The Committee reviewed the Zoning Hearing Board's decision on Appeal No. 3333: Charles and Nota Henderson, 8210 Old York Road Spur, Elkins Park, PA 19027, for the relocation of the northeast leg of a semi-circular driveway approximately 12 feet to the southwest and creating a greater than allowed driveway width.

The Zoning Hearing Board granted relief sought by Applicant.

Upon motion of Mr. Simon, and unanimously approved by the Committee, no action was taken.

15. The Committee reviewed the Zoning Hearing Board's decision on Appeal No. 3338: Debra D. Oliver, 1635 W. Cheltenham Avenue, Elkins Park, PA 19027 for the construction of a deck, measuring 9.5 feet in width and 15.5 feet in length, to the rear of the residence as an expansion of a non-conforming structure and creating lesser side and rear yard setbacks.

The Zoning Hearing Board granted relief sought by Applicant.

Upon motion of Mr. Muldawer, and unanimously approved by the Committee, no action was taken.

16. The Committee reviewed the Zoning Hearing Board's decision on Appeal No. 3339: Rosemary and Raymond E. Miller, Jr., 768 Church Road, Elkins Park, PA 19027, for the construction of a deck, measuring 22 feet by 19 feet (Irr.), to the rear of the residence which is an

expansion of a non-conforming structure and which creates less than required front and side yard setbacks.

The Zoning Hearing Board granted relief sought by Applicant.

Upon motion of Mr. Muldawer, and unanimously approved by the Committee, no action was taken.

17. The Committee reviewed the Zoning Hearing Board's decision on Appeal No. 3341: Randal S. and Florence E. Wachsmuth, 8228 Marion Road, Elkins Park, PA 19027, for the construction of a two-story addition, measuring 16 feet in width and 28.33 feet in length, to the front of the residence which creates a less than required front and side yard setbacks and a greater than allowed building area.

The Zoning Hearing Board granted relief sought by Applicant.

Upon motion of Mr. Simon, and unanimously approved by the Committee, no action was taken.

18. The Committee then considered bids received for Commercial District Wayfinding Signage opened on August 26, 2009. Mr. Havar distributed colored drawings of the proposed signage. He said this gateway signage will be placed in all five business districts. Mr. Havar stated this bid was placed on the internet with the requirement that anyone interested had to first submit confirmation they intended to bid. Six bidders submitted responses that were interested. Two days later, four potential bidders pulled out because they could not get bonding since they were out of state. Mr. Sharkey said he understood why after driving around different communities and seeing faded and tattered banners why this Township wanted high standards. He thought this proposal and drawings looked terrific. He asked if this was delayed now, was there any guarantee on the signage. Mr. Kraynik said there is no guarantee, the Board has the option to either accept this bid, reject it and go out and rebid again, or forego the project. Mr. McKeown

said it has taken a lot of years to get to this point and he felt the price was OK. He said he was satisfied with Staff's recommendation. Discussion followed regarding the number and placement of these signs, the advantage of metal over wood signs and the maintenance of fabric banners. Mr. Swavola questioned the thought process of putting two of these signs on Cheltenham Avenue while doing nothing else in the area. He thought it could result in a negative impact. Mr. Kraynik said the EDTF felt it was important to show some physical progress in each district.

An attendee, Arthur Haywood, said the bid differential is too large and he suggested that the Township go out and rebid. Another attendee, Mary Beth Carroll, said she has had some experience with fabric banners and they still looked good after they were up two years. She asked why the Township was not considering wood signs and was told wood signs would rot out. She thought since the Township's proposal did not contain a budget, the bidders had no limits to set for their creation.

Mr. Havir said the apparent low bid was submitted by Bunting Graphics, Inc., Verona, PA. He along with Staff, the design consultant and the Township Solicitor recommended rejecting this low bid as it was non-responsive in dealing with issues of responsibility as outlined by the Township Solicitor's memorandum dated September 3, 2009, and when calls were made for references, the responses were not positive. The bid documentation submitted by the second bidder, Eastern Sign Tech, LLC, Burlington, NJ, is responsive and responsible in meeting the minimum qualifications, standards and criteria set forth in the Township's bid package.

Upon motion of Mr. Sharkey, approved by the Committee, it was recommended that the Board of Commissioners reject the Bunting Graphics bid opened August 26, 2009, to furnish Commercial District Wayfinding Signage for submitting a non-responsive bid and for said bid not being in the best interest of the Township.

Upon motion of Mr. Sharkey, approved by the Committee, it was recommended that the Board of Commissioners award a contract to furnish Commercial District Wayfinding Signage to Eastern Sign Tech, LLC, Burlington, NJ 08016, in the amount of \$254,681.00 being the lowest responsible bidder meeting Township specifications and budgetary limitation per bids received August 26, 2009.

19. Discussion of Staff's recommendations to retain a Land Developer and Traffic Consultant followed. Mr. Kraynik said the Commissioners asked for recommendations for a land planner and a traffic consultant to be retained to review the proposed developments at Ashbourne Country Club and the Hansen Project in Laverock. To that end, Township Solicitor Bagley, Township Engineer Lynch and himself interviewed three land planning firms. Discussion followed as to the scope of work involved for a land planner.

Mr. Kraynik said the interview with Mr. Kenneth Amey stood out. Mr. Amey had direct experience in Montgomery Township where it had to take an Age Restricted Ordinance and revise it; he has the best record as an expert witness in the areas of land planning, zoning, code compliance and building construction and he pointed out pertinent issues of the land development plans provided for his review at the interview. Accordingly to Mr. Kraynik, on paper, the three firms were close but Staff came away with a much higher comfort level with Mr. Amey. Mr. Swavola asked Mr. Kraynik if he had a sense that Mr. Amey could work with initially uncooperative groups. Mr. Kraynik answered that of the three firms, he thought the style of Mr. Amey's firm was the best suited to the Township's interests.

Upon motion of Mr. Simon, approved by the Committee, it was recommended that the Board of Commissioners award a Professional Services Contract to Kenneth Amey, AICP, Lower Gwynedd, PA, to perform land planning services as it pertains to the proposed developments at Ashbourne Country Club and the Hansen Project in Laverock in the amount of \$8,260.

Upon motion of Mr. Muldawer, approved by the Committee, it was recommended that the Board of Commissioners award a Professional Services Contract to F. Tavani Associates, St. Peters, PA, to perform an analysis of the traffic impact studies submitted by both developers of the Ashbourne Country Club and the Hansen Project in Laverock and to offer recommendations in the amount of \$8,950.

20. Mr. Swavola asked Ms. Barbara Duffy if she wanted to add any comments to the Environmental Advisory Council ("EAC") meeting minutes. He commented on the extensive list of EAC's achievements from July 2007 to July 2009 attached to their minutes. Ms. Duffy said EAC took the highlights out of all of their meeting minutes and compiled a list. Mr. Simon thanked Ms. Duffy for all of this Committee's time and accomplishments.

The Committee then considered EAC's recommendation to have PECO purchase Positive Energy Software®, a behavior modification software for residential customers.

Ms. Carroll said Act 129 was established by the state to require electric power companies to develop a plan that will reduce energy consumption by the public and entice people to voluntarily reduce the amount of electricity they used. PECO's plan offers rebates to families for the purchase of energy efficient projects. PECO plans to distribute one million compact florescent light bulbs. Ms. Carroll referred the Committee's attention to the clipping from *The New York Times* attached to its minutes telling of a company which gives a special grid on top of its utility bill indicating a neighborhood comparison of energy usage. Mr. Swavola asked if the EAC would like the Township to communicate with PECO on this matter. Ms. Carroll said EAC had already written a letter and will forward it to Mr. Kraynik.

Mr. Swavola said the Committee supports the EAC's proposal to send a letter regarding the recommendation to have PECO purchase Positive Energy Software®, a behavior modification software for residential customers and to enter into a joint publicity program with PECO budgeted

under their energy reduction program to promote full participation of Township residents in energy reduction.

21. Upon motion of Mr. Sharkey, approved by the Committee, the Environmental Advisory Council Meeting Minutes of August 17, 2009, were received.

22. Mr. Kraynik reported on Staff's redesign of the Township's website. He stated that this effort was performed at the staff level by Bryan Havir, Nancy Gibson, Anna Marie Felix and himself. Yesterday, the new home page went live and Mr. Kraynik said he was happy to say he has already received positive comments. The goal was to make it a lot cleaner, attractive, easier to read and interactive. One new feature is an Email Subscription Program. The plan is to use this program frequently for zoning notices, agendas, police alerts, etc. Mr. Kraynik said he wanted to make sure the Committee was aware of the website's redesign. In the memo he sent to the Board the other day, he said he was going to go out and get prices for a professional web redesign. Mr. Simon said in Mr. Kraynik's memo, he wrote that Staff was doing "the best it could" with ten year old software. Mr. Simon said the age of the software would probably affect the expense. Mr. Kraynik said that will be part of the equation in determining the price. New software could allow residents to sign up for programs and services on-line. Mr. Sharkey suggested possibly having the *Update* and *Township Calendar* available on-line which could reduce our mailing costs. Ms. Carroll said it would be a good idea that when residents subscribe to the email subscription listing, they include their ward. This way the Commissioner of that particular ward would be aware of his or her constituents' interests.

Mr. Simon said he noticed that the only place he found the updated zoning write up for the Ashbourne Country Club ("ACC") was under the Zoning Hearing Board meeting notice. He did not think this position was a very user friendly place for it. Mr. Kraynik said he would check into

this tomorrow but believed said zoning notice was available on the link to the ACC development plan.

NEW BUSINESS

23. Mr. Swavola said that for several months the Township has been in discussions with owners of Melrose Shopping Center regarding a fence that was erected over a year ago. He indicated that the neighbors voiced safety and aesthetic concerns about the fence. The Township issued citations against the property owner and the matter has been in front of Magisterial Judge McHugh for several months.

Mr. Swavola, working with the neighbors and the owners of the shopping center, believes he has reached an agreement that will satisfy all parties. That agreement will be for the developer to install chain-link fencing from the ground to approximately 16 feet high along a 100 foot area from the Dewey Road frontage going westbound from Front Street. Also, chain-link fencing will be installed at the bottom of the fence for several hundred feet to prevent litter blowing onto Dewey Road properties. Furthermore, vegetation will be planted along portions of the fenced area. Mr. Swavola said the developer has agreed to pay approximately \$20,000 to make these improvements. Mr. Swavola asked the Commissioners to have the Township pay \$8,000 toward these improvements in an effort to provide the security and aesthetic improvements to the neighbors.

Upon motion of Mr. Swavola, the Committee unanimously agreed to contribute \$8,000 to the fence improvements at the Melrose Shopping Center as described above. Furthermore, if this agreement is executed by both parties, existing citations filed by the Township will be waived and the shopping center owners will submit a revised land development plan for approval by the Township. The Committee agreed to waive the application fee for said revised land development

amendment. The Committee directed Solicitor Bagley to seek continuance of the case in front of Judge McHugh until a signed agreement between both parties is completed.

24. There being no further business, upon motion of Mr. Greenwald, approved by the Committee, the meeting was adjourned.



David G. Kraynik
Township Manager

Per Mary Raab

THIS AGREEMENT, made and entered into this _____ day of _____

by and between the County of Montgomery, Pennsylvania, hereinafter called the COUNTY and CHELTENHAM TOWNSHIP of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY:

WITNESSETH

WHEREAS, certain public highways, including bridges with their sidewalks and approaches, in the MUNICIPALITY have been adopted and taken over as part of the COUNTY Highway System, to be constructed improved and maintained by the COUNTY; and

WHEREAS, the MUNICIPALITY has the equipment, materials, personnel and procedures available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain COUNTY highways, including bridges and sidewalks on bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COUNTY during the winter season of 2009-2010 (the winter season) shall for the purpose of this Agreement, be the period from October 1, 2009 to April 30, 2010 subject to payment by the COUNTY to the MUNICIPALITY the sum of FIVE THOUSAND SIXTY SEVEN DOLLARS AND EIGHTY CENTS as hereinafter provided; and

WHEREAS, the MUNICIPALITY will conduct its winter traffic services in a manner satisfactory to the COUNTY, in order to facilitate the safe and unimpeded flow of vehicular traffic and pedestrian traffic on bridge sidewalks over said COUNTY highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in the Agreement; and

WHEREAS, the MUNICIPALITY will conduct the winter traffic services for and in the aforementioned amount during the term of this Agreement, regardless of the amount of work required, it is being understood that the costs of such work can vary from one winter season to another, that the MUNICIPALITY does not receive additional amounts when the stated sum is exceeded for a particular winter season, and that payment of a lump sum obviates the necessity for a detailed and costly audit by the COUNTY;

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

1. The MUNICIPALITY will, provide the necessary equipment, material and personnel, in accordance with the special procedures set up for such purposes, undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for said COUNTY highways, including bridges and their sidewalks and approaches, as indicated below, in a prompt and efficient manner, during the period from October 1, 2009 to April 30, 2010 and will conduct its winter traffic services, in such a manner as will, in the judgment of the COUNTY, facilitate the safe and unimpeded flow of vehicular traffic over the COUNTY highways within the MUNICIPALITY.

2. The COUNTY will pay to the MUNICIPALITY, as reimbursement for the services contracted for in paragraph one (1) hereof, the total sum of \$5,067.80 in the following manner:

| | |
|---|------------|
| 50% to be paid on or before November 15, 2009 | \$2,533.90 |
| 50% to be paid on or before January 15, 2010 | \$2,533.90 |

| | |
|---|------------|
| Easton Road from Cheltenham Avenue east of Abington Township Line | |
| 1.65 miles x 4 lanes x \$767.85 per lane mile = | \$5,067.80 |

3. The MUNICIPALITY shall indemnify and save harmless the COUNTY and all its officers, agents and employees from all suits, actions or claims of any type, brought for or on account of the death or injury of any person or damage to property attributable to defective materials or workmanship, neglect in safeguarding work areas or any other act, omission, neglect or misconduct of the MUNICIPALITY, its servants, agents or employees during the effective period of this Agreement.

4. It is agreed by the parties hereto, that this Agreement shall be effective for the period commencing October 1, 2009 and shall terminate and end as of midnight on April 30, 2010 when all obligations hereunder shall cease and terminate.

5. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COUNTY. Such work shall be subject to inspection by the County Commissions, and/or their duly authorized representatives.

6. Finally, it is agreed by the parties that if the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COUNTY, the COUNTY may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. In the event the Agreement is so terminated, then the COUNTY shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COUNTY in proportion to the period of the contract for which services were provided.

7. In the event it is required to load snow to be hauled away at certain sections of COUNTY system, it shall be the COUNTY'S responsibility to load and haul snow at no expense to the MUNICIPALITY.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, attested and sealed by their proper officials, pursuant to due and legal action authorizing the same to be done the day and year first above written.

ATTEST:

COUNTY OF MONTGOMERY

(SEAL)

Commissioner

Commissioner

Commissioner

ATTEST:

MUNICIPALITY

BY _____

Title _____
(SEAL)

Title _____

Contract Form 18-K-244

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO 390035423
FID/SSN # _____
SAP VENDOR # 139206

THIS AGREEMENT, fully executed and approved this _____ day of _____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").

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

WITNESSETH;

WHEREAS, certain public highways, including bridges with their approaches, in the MUNICIPALITY have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by the COMMONWEALTH, upon the terms and conditions and subject to the limitations contained in the Act of May 29, 1945, P.L. 1108; the Act of June 1, 1945, P.L. 1242; and the Act of September 18, 1961, P.L. 1389; all as supplemented and amended; and,

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of 09 - 10 ; 10 - 11 ; 11 - 12 ; 12 - 13 ; and 13 - 14. (the "Winter Season" for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct its winter traffic services in a manner satisfactory to the COMMONWEALTH, in order to facilitate the safe and unimpeded flow of vehicular traffic over said State Highways within the MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in this Agreement; and

WHEREAS, the MUNICIPALITY shall conduct the winter traffic services for and in the agreed amount during the term of this Agreement, regardless of the amount of work required.

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

1. The MUNICIPALITY shall undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for the State Highways, including bridges and their approaches, as indicated in Exhibit "A" attached to and made part of this Agreement. The MUNICIPALITY shall perform all work in accordance with all applicable PennDOT Specifications ("Publication 408"), policies and procedures set forth in the PennDOT MORIS Highway Maintenance Foreman Manual ("Publication 113") and the PennDOT Maintenance Manual ("Publication 23"), which all are incorporated by reference into this Agreement as though physically attached. This work shall be performed in a prompt and efficient manner so as to facilitate the safe and unimpeded flow of vehicular traffic over the State Highways within the MUNICIPALITY.

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile needed permit applications and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved. The MUNICIPALITY shall perform all services for this amount, regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established amount or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. The COMMONWEALTH shall not be liable, nor shall it indemnify, defend, or save harmless the MUNICIPALITY for the negligent acts of the MUNICIPALITY'S employees and/or lessors or contractors during the performance of, or resulting from, the performance under this Agreement.
5. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
6. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Engineer, and/or their duly authorized representatives.
7. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided.
8. Incorporated by reference as part of this Agreement, as though physically attached to it, are the COMMONWEALTH Nondiscrimination / Sexual Harassment Clause (dated June 30, 1999), the Contractor Integrity Provisions (dated December 20, 1991), the Provisions Concerning the Americans with Disabilities Act (January 16, 2001) and the Contractor Responsibility Provisions (dated April 16, 1999).
9. The MUNICIPALITY agrees that the COMMONWEALTH may offset the amount of any state tax or COMMONWEALTH liability of the MUNICIPALITY or its affiliates and subsidiaries that is owed to the COMMONWEALTH against any payments due the MUNICIPALITY under this or any other contract with the COMMONWEALTH.
10. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
 - a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within

10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf) to the Commonwealth's Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower – 6th Floor, 303 Walnut Street, Harrisburg, PA 17101-1830.

(b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.

(c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

11. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
12. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before September 15th of the Winter Season in question.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Title: DATE

BY _____
Title: DATE

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

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive Date

APPROVED AS TO LEGALITY
AND FORM

for Chief Counsel Date

Certified Funds Available Under
SAP DOCUMENT NO. _____
SAP FUND _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____
BY _____
for Comptroller Date

Contract No. _____, is split _____%, expenditure amount of _____ for federal funds and _____%, expenditure amount of _____ for state funds. The related federal assistance program name and number is _____; _____. The state assistance program name and SAP Fund is _____; _____.

EXHIBIT "A"

Montgomery COUNTY
Cheltenham Township MUNICIPALITY

YEAR 1 of 5
WINTER SEASON

AGREEMENT # 3900035423
164048
09/10

| SR | LOCAL NAME | DESCRIPTION | LINEAR MILES | MFC CLASS | RATE / LANE | NUMBER OF LANES | COST |
|-------------|-----------------------|--|--------------|-----------|-------------|-----------------|-------------|
| 611 | York Road | Cheltenham Avenue to Township Line Road | 1.90 | B | 767.85 | 4.00 | \$1,535.70 |
| 73 | Township Line Road | Hashook Avenue to Township Line Road | 0.76 | B | 767.85 | 2.00 | \$1,167.13 |
| 2023 | Church Road | Township Line Road to Washington Lane | 2.74 | C | 767.85 | 2.00 | \$4,207.82 |
| 73 | Church Road | Washington Lane to Edman Road | 2.47 | B | 767.85 | 2.00 | \$3,793.18 |
| 152 | Limoklin Pike | Easton Road to Edge Hill Road | 1.20 | B | 767.85 | 4.00 | \$3,685.68 |
| 2056 | SR 73 Washington Lane | Cheltenham Avenue to Township Line Road | 1.74 | B | 767.85 | 4.00 | \$5,344.24 |
| 2054 | Greenwood Avenue | Ogonitz/309 to Township Line Road | 1.50 | C | 767.85 | 2.00 | \$2,303.55 |
| 2025 | Ashbourne Road | Washington Lane to Cottman Street | 4.05 | D | 767.85 | 2.00 | \$6,219.59 |
| 2058 | Cedar Lane | Church Road to Township Line Road | 0.66 | D | 767.85 | 2.00 | \$1,013.56 |
| 2062 | Oak Lane | Cheltenham Avenue to Ashbourne Road | 0.90 | D | 767.85 | 2.00 | \$1,382.13 |
| 2060 | New Second Street | Cheltenham Avenue to Woodland Avenue | 1.79 | C | 767.85 | 2.00 | \$2,748.90 |
| 2034 | Willow Grove Avenue | Cheltenham Avenue to Edgell Road | 1.77 | D | 767.85 | 2.00 | \$2,718.19 |
| 2054 | Township Line Road | Washington Lane to Greenwood Avenue | 0.34 | C | 767.85 | 2.00 | \$522.14 |
| 1007 | Cheltenham Avenue | Westbound Lane on Montg. Sider/Crescent Rd. to Broad St. | 3.61 | B | 767.85 | 2.00 | \$5,543.88 |
| TOTAL COST: | | | | | | | \$46,485.65 |

TERMS OF PAYMENT(S)

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

| | |
|---------------|--------|
| "B" rate/lane | 767.85 |
| "C" rate/lane | 767.85 |
| "D" rate/lane | 767.85 |
| "E" rate/lane | 767.85 |

| | |
|-----------------|-------|
| MILEAGE TOTALS: | |
| LANE MILES | 25.43 |
| MFC "B" | 33.04 |
| MFC "C" | 12.74 |
| MFC "D" | 14.76 |
| MFC "E" | 0.00 |
| TOTAL: | 60.54 |
| LANE MILES | |

