



**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MAY 11, 2020**

[www.montgomerytwp.org](http://www.montgomerytwp.org)

Tanya C. Bamford  
Candyce Fluehr Chimera  
Annette M. Long  
Matthew W. Quigg  
Beth A. Staab

Carolyn McCreary  
Township Manager

**ACTION MEETING – 7:00 PM**

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Public Comment
6. Announcement of Executive Session
7. Consider Approval of Minutes of April 27, 2020 Meeting
8. Consider Resolution Recognizing National Public Works Week
9. Consider Resolution Recognizing National Police Week
10. Consider Authorization to Apply for Access to PennDOT's Crash Information Tool
11. Consider Request for Fee Waiver: Mary Mother of the Redeemer Classroom Project
12. Consider Authorization to Prepare and Advertise Bid Specifications for HVAC Replacement
13. Consider Approval of Access Security Upgrade for Township Building
14. Consider Updates to Employee Handbook – Telecommuting and FFCRA Policies
15. Consider Payment of Bills
16. Other Business
17. Adjournment

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announcements

MEETING DATE: May 11, 2020

ITEM NUMBER: # 3.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX    Policy:    Discussion:    Information:

INITIATED BY: Tanya C. Bamford, Chair

BOARD LIAISON:

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BACKGROUND:

Here are a few announcements to be made:

**Kids University Summer Program is cancelled** - Due to the COVID-19 pandemic, we have made the difficult decision to cancel Kids University this summer. While disappointing to both our residents and staff it is the Township' responsibility to ensure the safety of everyone involved and under the Governor's reopening phases large gatherings are not permitted until we are in the green phase. We continue to follow all the guidelines set forth by the Commonwealth of Pennsylvania and the Federal CDC. All program registrants will receive a full refund for all fees that were paid.

**Leaf and Yard Waste Pickup** has been rescheduled for four (4) consecutive days beginning next Monday, May 18<sup>th</sup> through Thursday, May 21<sup>st</sup>. Please have your leaf and yard waste bagged in biodegradable bags curbside by the evening of Sunday, May 17<sup>th</sup>. Thank you for your patience as the bags will be picked up over the course of those four days to ensure proper social distancing of the workers. Please contact the Township on Friday, May 22<sup>nd</sup> if your bags were not picked up.

**Committee Meetings** – All committee meetings scheduled for May will be held virtually. The Township building remains closed to the public.

**Board of Supervisors Meeting** – The next Board of Supervisors meeting is Tuesday, May 26 because of the Memorial Day holiday. It will be live-streamed with the link provided on the Township website the day of the meeting.

**COVID-19** – The Township continues to regularly update its website with the latest information available to us. There is a banner at the top of the homepage that will take you directly to this information.

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Roll Call

MEETING DATE:

ITEM NUMBER: #4.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Deborah Rivas  
Recording Secretary

BOARD LIAISON:

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BACKGROUND:

Deb Rivas will take the roll call for this evening's meeting.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

ALTERNATIVES/OPTIONS:

BUDGET IMPACT:

RECOMMENDATION:

MOTION/RESOLUTION:

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Public Comment

MEETING DATE: May 11, 2020                      ITEM NUMBER: #5.

MEETING/AGENDA: WORK SESSION                      ACTION XX                      NONE

REASON FOR CONSIDERATION: Operational: XX    Information:    Discussion:    Policy:

INITIATED BY: Tanya C. Bamford,  
Chairman, Board of Supervisors                      BOARD LIAISON: N/A

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BACKGROUND:

**Chair: "Persons wishing to make public comment during this meeting on any items not listed on the agenda may do so at this time.**

**Public comment will also be provided following each item on the agenda.**

**If you are viewing our live Board meeting event, you will see a window to the right of your screen that will allow you to type in a comment or question to be presented to the Board of Supervisors.**

**Please remember to list your name and address for the record.**

**The Township also previously provided an email address to send your comments or questions to the Board. At this time, have we received any comments or questions from our email options or our live chat?"**

*Deb Rivas will respond with any comments received at this time.*

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Announcement of Executive Session

MEETING DATE: May 11, 2020 ITEM NUMBER: #6.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Tanya C. Bamford, BOARD LIAISON: N/A  
Chairman, Board of Supervisors

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BACKGROUND:

The Solicitor will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

**May 11, 2020 teleconference at 3:30 p.m. to discuss two personnel matters.**

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: NONE

PREVIOUS BOARD ACTION: NONE

ALTERNATIVES/OPTIONS: NONE

BUDGET IMPACT: NONE

RECOMMENDATION: NONE

MOTION/RESOLUTION: NONE

DISTRIBUTION: Board of Supervisors, Township Solicitor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of Minutes for April 27, 2020

MEETING DATE: May 11, 2020                      ITEM NUMBER: #7.

MEETING/AGENDA: WORK SESSION                      ACTION XX                      NONE

REASON FOR CONSIDERATION: Operational: XX    Information:    Discussion:    Policy:

INITIATED BY: Tanya C. Bamford,                      BOARD LIAISON:  
Chairman, Board of Supervisors

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BACKGROUND:

Please contact Deb Rivas on Monday, May 11, 2020 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

I move that we approve the minutes as submitted.

DISTRIBUTION: Board of Supervisors, Township Manager

**MINUTES OF MEETING  
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
APRIL 27, 2020**

At 7:00 p.m., Chair Tanya C. Bamford called to order the virtual action meeting, which was held remotely by a live-stream event due to the current COVID-19 pandemic and social distancing requirements. The public and all interested parties were invited to view and participate in the meeting via a web link that was accessible on the Township's website and social media pages.

**IN ATTENDANCE:**

Chair Tanya C. Bamford  
Vice Chair Matthew W. Quigg  
Supervisor Candyce Fluehr Chimera  
Supervisor Annette M. Long  
Supervisor Beth A. Staab  
Township Manager Carolyn McCreary  
Township Solicitor Robert J. Iannozi, Esquire

**ALSO IN ATTENDANCE:**

Police Chief J. Scott Bendig  
Director of Finance Brian Shapiro  
Director of Fire Services William Wiegman  
Director of Admin & HR Ann M. Shade  
Director of Planning & Zoning Bruce Shoupe  
Director of Public Works Kevin Costello  
Director of Recreation & CRC Floyd Shaffer  
Director of Information Technology Rich Grier  
Public Information Coordinator Kelsey Whalen  
Recording Secretary Deborah A. Rivas

Chair Tanya C. Bamford thanked the residents of the Township for their patience as the Board of Supervisors works to keep the meetings transparent for everyone. Ms. Bamford stated that thoughts are with our residents who are battling the COVID-19 virus at this time. The Township has a page on its website, [www.montgomerytwp.org](http://www.montgomerytwp.org), dedicated to providing information and resources during this time.

Chair Tanya C. Bamford also provided information on the PA Primary Election date change to June 2, 2020 with applications for mail-in ballots available at [www.votespa.com](http://www.votespa.com); Township committees will be holding virtual meetings during the month of May; residents should complete the 2020 Census if they have not done so at [www.my2020census.gov](http://www.my2020census.gov); Governor Wolf announced that PA Golf Courses will be open on May 1<sup>st</sup>; and on behalf of the Board, Ms. Bamford thanked all frontline COVID-19 participants, first responders, healthcare workers, essential workers. The Township is grateful to all.

Following the Pledge of Allegiance and roll call, Recording Secretary Deborah Rivas announced that the Township Spring Leaf and Yard Waste Curbside pickup had been rescheduled for four consecutive days beginning on Monday, May 18<sup>th</sup> through Thursday, May 21<sup>st</sup>. Residents should place their leaf and yard waste in biodegradable bags curbside by the evening of May 17<sup>th</sup>.

Chair Tanya C. Bamford called for public comment from the audience, which was available by previously submitted email questions and a live chat during the meeting. There was no public comment.

Chair Tanya C. Bamford announced that the Board had met in an executive session prior to this meeting at 3:30 p.m. by conference call to discuss three personnel matters. Ms. Bamford stated that these matters are all legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chair Tanya C. Bamford made a motion to approve the minutes of the April 13, 2020 Board of Supervisors meeting and Supervisor Candyce Fluehr Chimera seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Director of Planning and Zoning Bruce Shoupe reported that the US Environmental Protection Agency (EPA) has requested to install new monitoring groundwater sampling wells for the North Penn Area No. 5. The EPA proposes to use 10 parking spaces to store their equipment in an enclosed fenced in area for approximately 3 months beginning of May through end of July at Whistlestop Park. Mr. Shoupe indicated that the Township would place the information on all media outlets to educate residents about the activity that will occur. Resolution #20-84 made by Chair Tanya C. Bamford, seconded by Vice Chair Matthew W. Quigg and adopted unanimously, approved the consent for access agreement with the US EPA.

Director of Planning and Zoning Bruce Shoupe reported that during the redevelopment of the 309 AMC Movie Theater property located in Horsham Township, Goodman Properties, the owner of the shopping center, made modifications to the traffic signal. The modifications made do not meet PennDOT standards and unfortunately, the modifications were not submitted to PennDOT for approval. Montgomery Township shares this traffic signal with Lower Gwynedd Township and has the lead responsibility for its upkeep and maintenance. Due to this situation, the current traffic signal permit is out of compliance. The Township is requesting its consultant, Traffic Planning and Design (TPD) to amend the plans and submit for an updated permit. However, TPD is also the developer's consultant for work outside of Montgomery Township. Staff is requesting the Board of Supervisors waive any conflict for the Traffic Engineer to perform this work. Resolution #20-85 made by Chair Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, approved the waiver of conflict for TPD to submit the traffic signal modifications to PennDOT for approval.

Director of Public Works Kevin Costello reported that the Township Traffic Engineer, along with staff, has updated the Traffic Signal Specifications for the Township. The purpose of the update is to provide design engineers and qualified traffic signal contractors with the general requirements for installation of traffic signals and flashing warning devices in Montgomery Township. The majority of changes reflect the rapidly changing technology and to maintain compliance with the PennDOT regulations. Resolution #20-86 made by Chair Tanya C. Bamford, seconded by Supervisor Annette M. Long and adopted unanimously, approved the updated Traffic Signal Specifications dated February 2020.

Township Manager Carolyn McCreary reported that every three years, Montgomery County is required to identify municipalities that wish to participate in the County's Community Development Block Grant (CDBG) program. The purpose of this process is to establish the Urban County's population base in order to calculate the amount of funding the County will receive from the US Department of Housing and Urban Development. By participating in the County program, the Township would compete for CDBG grant funding with other communities and non-profit organizations within Montgomery County. The Township has participated in this program since its inception in the late 1970s. Resolution #20-87 made by Chair Tanya C. Bamford, seconded by Supervisor Candyce Fluehr Chimera and adopted unanimously, authorized the Township to continue in this program for the periods of 2021-2023 inclusive.

A motion to approve the payment of bills was made by Chair Tanya C. Bamford, seconded by Vice Chair Matthew W. Quigg, and adopted unanimously, approving the ratification of the payment of bills as submitted for April 27, 2020.



Township Manager Carolyn McCreary reported that the Township Departments submitted monthly reports for the month of March in the meeting packet. Director of Fire Services Bill Wiegman provided a brief summary of recent COVID-19 activities in the Township. Mr. Wiegman reported that the department has been reaching out to the various long-term care facilities, grocery stores, Costco, BJ's and other such businesses for needs assessment and support on a weekly basis since March 17, 2020. The department was able to procure masks for one long-term care facility that was running low on supplies. Mr. Wiegman stated that all facilities are now reporting that they have proper equipment and are following the CDC guidelines.

Under other business, several Board members mentioned resources that are open and available to residents who may be experiencing difficult circumstances at home during this time, including domestic violence advocates and child advocacy groups, such as the Laurel House, the Montgomery Child Advocacy Project and the Montgomery County Courthouse, which is open for protection from abuse orders and other urgent matters.

There being no further business to come before the Board, the meeting adjourned at 7:25 p.m.

Respectfully submitted,

Deborah A. Rivas, Recording Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

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SUBJECT: Recognize National Public Works Week

MEETING DATE: May 11, 2020

ITEM NUMBER: #8.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Kevin A. Costello,  
Director of Public Works

BOARD LIAISON: Tanya C. Bamford,  
Board of Supervisors Chairman

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BACKGROUND:

Since 1960, the American Public Works Association has sponsored "National Public Works Week" and this year it is being celebrated the week of May 17<sup>th</sup> through May 23<sup>rd</sup> 2020. Across the nation, the APWA membership uses this week to energize and educate the public on the importance of Public Works contributions to their daily lives such as planning, building, managing and operating the heart of our communities and providing a great quality of life.

The theme for this year is "The Rhythm of Public Works" which speaks to the essential nature of Public Works role as a coordinator and orchestrator of providing safe roadways, infrastructure improvements, implementing smart transportation systems and maintaining parks and open space. Overall, the citizen's quality of life starts with public works which provides safe, vibrant and well maintained communities.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

ALTERNATIVES/OPTIONS:

BUDGET IMPACT:

RECOMMENDATION:

Recognize the week of May 17<sup>th</sup> through May 23<sup>rd</sup>, 2020 as "National Public Works Week"

MOTION/RESOLUTION:

**BE IT RESOLVED** by the Board of Supervisors of Montgomery Township that we hereby recognize the week of May 17<sup>th</sup> through May 23<sup>rd</sup> 2020 as National Public Works Week and extend our appreciation to the fine men and women of the Montgomery Township Public Works Department for their efforts on behalf of the residents and visitors to Montgomery Township.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Annette M. Long	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Beth A. Staab	Aye	Opposed	Abstain	Absent
Tanya C. Bamford	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Township Solicitor



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Resolution Authorizing Submission of Application to PennDOT  
Electronic Access Agreement for Pennsylvania Crash Information Tool

MEETING DATE: May 11, 2020 ITEM NUMBER: # 10.

MEETING/AGENDA: ACTION NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: J. Scott Bendig BOARD LIAISON: Tanya C. Bamford  
Chief of Police Chair, Board of Supervisors

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BACKGROUND:

The Police Department is requesting authorization to apply for access to PennDOT's Crash Information Tool (PCIT). PCIT provides tools for recipients of PennDOT's Highway Safety grants, allowing access to relevant and up-to-date crash data to effectively plan law enforcement activities and other proactive measures in an effort to make our community safer.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None

RECOMMENDATION:

It is recommended that the Board authorize the execution of the necessary resolution and application for access to PennDOT's Crash Information Tool.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the resolution authorizing the submission of an application to PennDOT for access to their Crash Information Tool.

BE IT FURTHER RESOLVED that we hereby authorize the Chair of the Board of Supervisors to execute the Signatory Authority document.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Annette M. Long	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Beth A. Staab	Aye	Opposed	Abstain	Absent
Tanya C. Bamford	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Township Solicitor

**RESOLUTION**

BE IT RESOLVED, by authority of the **Board of Supervisors** of the **Township of Montgomery, Montgomery County**, and it is hereby resolved by authority of the same, that the **Chair** of said MUNICIPALITY is authorized and directed to submit the attached Application for Pennsylvania Crash Information Tool (PCIT) to the Pennsylvania Department of Transportation and to sign these Applications on behalf of the MUNICIPALITY.

**ATTEST**

**MONTGOMERY TOWNSHIP**

\_\_\_\_\_  
(Signature and designation  
of official title)

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

**Carolyn McCreary,  
Township Manager/Secretary**

**Tanya C. Bamford  
Chair**

\_\_\_\_\_  
Print or type above name and  
title

\_\_\_\_\_  
Print or type above name and  
title

(SEAL)

I, **Carolyn McCreary, Township Manager/Secretary** of the **Board of Supervisors of Montgomery Township**, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the **Board of Supervisors of Montgomery Township**, held the **11<sup>th</sup>** day of **May**, 2020.

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

\_\_\_\_\_  
(Signature and designation  
of official title)

**Carolyn McCreary,  
Township Manager/Secretary**

\_\_\_\_\_  
Print or type above name/title

EFFECTIVE DATE: 4/8/20  
(Department will insert)

AGREEMENT NO.: BOMO4944CE  
FEDERAL I.D. NO.: 236005687  
SAP VENDOR NO.:

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**ELECTRONIC ACCESS AGREEMENT FOR  
PENNSYLVANIA CRASH INFORMATION TOOL**

This Electronic Access Agreement for Pennsylvania Crash Information Tool ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania Department of Transportation ("PennDOT")

and

Montgomery Township ("Applicant").

**BACKGROUND**

The Applicant desires to obtain electronic access to the Pennsylvania Crash Information Tool (the "System") for retrieving data from the System to be used in a manner consistent with this Agreement. The System is statutorily required to be created and maintained by PennDOT to generate accident frequency histories and other comparative site-specific and route specific accident data. This data may be shared with Applicant because the Applicant is an official agency, entity or person who has responsibility in the highway transportation system and intends to use the System only for traffic safety-related planning or research consistent with the requirements of PennDOT's regulations.

The parties, intending to be legally bound, agree as follows:

1. **Access and Usage**
  - a. **Authorization.** PennDOT grants Applicant access to the System under the terms and conditions of this Agreement.

b. **Costs.** The Applicant is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System including an operating system, an Internet browser and any software needed to operate a modem.

c. **Procurement.** The Applicant is responsible for the procurement and cost of: any data communications lines required to connect to the System; telephone lines; and usage.

d. **Liability.** The Applicant shall be liable for any damage to PennDOT's databases or software owned or licensed by PennDOT in the event a computer virus originated from the Applicant, its agents or employees to the extent that such computer virus was introduced on PennDOT's computer systems or networks as a result of Applicant 's negligence and Applicant has not used reasonable care to detect and eliminate computer viruses using then-current industry standard security and anti-virus tools. The term "computer virus" used in this Agreement shall mean and include any undocumented or hidden functionality or performance capability contained in software or data which is designed to facilitate the theft of, destroy or corrupt data or software, or disable or lock software or a computer system, or any undocumented and unauthorized method for gaining access electronically to software or other corporate resources or data.

2. **Term.** The term of this Agreement shall commence on the Effective Date (as defined below) and shall remain in effect unless terminated pursuant to Section 7 below. The Effective Date shall be the date that this Agreement is fully executed by the Applicant and PennDOT and all approvals as required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, the Commonwealth shall insert the Effective Date on Page 1.

### 3. **Data and System Security**

a. **Ownership.** The data retrieved through this Agreement are PennDOT's property and PennDOT, in its discretion may restrict access at any time for any reason.

b. **Availability.** Not all the same functionality or features may be accessible or available for all applicants or always. PennDOT can set one or more access limits to the System. For example, certain applicants, such as law enforcement entities, may be able to have access, by law, to additional System features not available to public users. PennDOT can change these access limits at its discretion and without notice to the Applicant. PennDOT may add, remove or change any part or feature of the System, without giving an Applicant notice. This Agreement applies to any of the System parts or features added or changed by PennDOT.

c. **Confidentiality.** The data and information contained in the System may be an essential component of a traffic engineering, in-depth accident investigation or safety study. The data and information contained in the System are provided only to those official agencies or persons who have responsibility in the highway transportation system and shall be used only by such agencies or persons for traffic safety-related planning or research under 67 Pa. Code § 95.1 *et seq.* The data and information are confidential pursuant to 75 Pa. C.S. § 3754 and 23 U.S.C. § 409 and may not be published, reproduced, released, or discussed without PennDOT's prior written permission.

d. **Security.** The Applicant shall implement appropriate security measures to ensure that only authorized employees of the Applicant shall have access to the System. The Applicant shall:



- i. Request User Identification Internet System access codes ("User ID code"), provided to the Applicant by PennDOT, for current employees only;
- ii. Request a separate and distinct User ID code for each current employee who shall electronically query crash data for permissible uses;
- iii. Inform PennDOT to deactivate an employee's User ID code immediately upon the employee's separation or dismissal from the employ of, or association with, the Applicant;
- iv. Not share User ID codes among the Applicant's employees;
- v. Be liable for the items negligently requested under one of its assigned User ID codes and for negligent requests, actions or omissions of anyone using a User ID code of the Applicant or the Applicant's employee; and
- vi. Conduct an annual recertification of its employees and submit to PennDOT proof of compliance. The purpose of this recertification is to allow PennDOT to confirm that accounts are current and in compliance with this Agreement. As a condition of continued access to the System, Applicant's acknowledge PennDOT may require the Applicant to conduct a recertification process at PennDOT's discretion. The Applicant shall designate an employee to serve as the first point of contact for the annual recertification process, system issues or concerns, and any questions that arise throughout the year by giving written notice of the same to PennDOT. During the annual recertification process, the point of contact shall serve as the liaison between Applicant and Department and communicate in writing to PennDOT, confirming that accounts and users are current and in

compliance with this Agreement.

e. **Restrictions.** The Applicant shall not use the System for an illegal or improper purpose, or take steps that could have a negative impact on, interfere with, compromise, or alter the security, integrity or functioning of the System or that could allow unauthorized access to the System. Without the express prior written authorization of PennDOT, the Applicant shall not:

- i. Use external applications that automatically download data from the System;
- ii. Use any data mining robots ("bots"), hardware or software modules that add a specific feature or service by plugging into an existing larger system ("plug-ins"), or other data gathering and extraction tools, scripts, applications, or methods on the System;
- iii. Use any device, software, or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the System, server or activities conducted therein;
- iv. Take any action that, in PennDOT's sole discretion, imposes an unreasonable or disproportionately large load on the System or its network infrastructure or that adversely affects or interferes with PennDOT's network;
- v. Decompile, reverse engineer, modify or disassemble any of the software in or associated with the System;
- vi. Use any meta tags or any other "hidden text" utilizing PennDOT's name or any Commonwealth trademark;
- vii. Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of PennDOT or use any Commonwealth trademark; or

viii. Access or attempt to access private, confidential information of any person, or any individual records, beyond the records that have been authorized.

f. **Monitoring.** PennDOT shall monitor the Applicant's user accounts monthly for frequency of System use, and content being retrieved.

g. **Retention of Queries.** PennDOT may at its sole discretion store the Applicant's queries for up to a period of five years.

#### 4. **Department Technical Assistance**

a. **Resources.** PennDOT shall make basic online help screens available for the Applicant to access when requesting data. PennDOT shall be available for additional help needs during normal business hours (7:30 a.m. through 4:30 p.m. Eastern Standard Time).

b. **Hours.** PennDOT shall make reasonable attempts (barring unforeseen interruptions or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. PennDOT shall provide support only during the normal business hours of PennDOT offices (7:30 a.m. through 4:30 p.m. Eastern Standard Time).

#### 5. **Liability**

a. **Indemnification.** The Applicant shall indemnify the Commonwealth of Pennsylvania and all its agencies and entities, including PennDOT, for all claims, damages, and lawsuits arising from the Applicant's access and usage of the System,

where the claim, damage, or lawsuit derives from the negligence or intentional misconduct of the Applicant, its employees, agents, or contractors.

b. **Sovereign Immunity.** PennDOT cannot waive sovereign immunity and shall not be liable for any damage, including, but not limited to, indirect, consequential, or punitive damages, to the Applicant's databases or software owned, leased or licensed by the Applicant from any source, whatsoever, within or outside PennDOT.

c. **Barred from Lawsuits.** PennDOT shall not be sued for losses arising from the information on the System, including information that does not meet the Applicant's needs, or that is not suitable for any particular purpose; is not timely or accurate; or is unavailable at any time.

6. **Required Contract Provisions:**

a. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 67.3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Applicant shall comply with the clause entitled Contract Provisions - Right to Know Law, attached as Exhibit A. As used in this exhibit, the term "Contractor" refers to the Applicant.

b. **Standard Terms and Conditions.** The Applicant shall comply with the Contractor Integrity Provisions, Provisions Concerning the Americans with Disabilities Act, Contractor Responsibility Provisions, and the Commonwealth Nondiscrimination/Sexual Harassment Clause, Exhibits B, C, D, and E, respectively, which are attached to this Agreement. As used in these exhibits, the term "Contractor" refers to the Applicant.

7. **Termination.** PennDOT may terminate either all or part of this Agreement or suspend or terminate the Applicant's access to the System immediately for any reason whatsoever at any time without prior notice. PennDOT shall not be responsible for any loss or inconvenience that may result from such suspension or termination. The Applicant may terminate this Agreement at any time upon notice to PennDOT, effective a reasonable time after PennDOT receives the notice. Upon termination of this Agreement, Applicant shall cease and shall cause its users to cease attempts to access the System; destroy all User ID codes; and fully comply with Section 3 above, which shall survive termination of the Agreement.

8. **Choice of Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions).

9. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement.

10. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

11. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

12. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

13. **Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Applicant and PennDOT, or as constituting PennDOT as the representative or general agent of Applicant for any purpose whatsoever.

14. **Assignment.** This Agreement may not be assigned by the Applicant, either in whole or in part, without the written consent of PennDOT.

15. **No Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

16. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties, either by regular mail, e-mail, or delivery in person, as follows:

If to PennDOT:

PA Department of Transportation  
Bureau of Maintenance and Operations  
Crash Unit  
PCIT Agreements  
400 North Street  
P.O. Box 2047  
Harrisburg, PA 17105-2047

Email: pcithelp@pa.gov

If to the Applicant:

Tanya Bamford, Chairman  
Montgomery Township Board of Supervisors  
1001 Stump Road  
Montgomeryville, PA 18936  
Email: TCBamford@montgomerytwp.org

17. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

18. **Integration and Merger.** This Agreement and, as applicable, any attachments and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

APPLICANT

Carilyn McCreevy  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Township Mgr. 4/8/20

BY: Tony Buford  
Title Chairperson Date 4/8/20

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO FORM AND LEGALITY

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

Preapproved Form:  
OGC Form No. 18-FA-76.0  
Approved OAG 10/10/18



## Exhibit "A"

### Contract Provisions – Right to Know Law

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

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

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

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

## Exhibit B: Contractor Integrity Provisions

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

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

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

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

### **Exhibit C: Provisions Concerning The Americans With Disabilities Act**

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

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

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

## **Exhibit D: Contractor Responsibility Provisions**

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

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

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

## **Exhibit E: NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

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



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Waiver of Permit Fees - Mary, Mother of the Redeemer Catholic Church – Classroom Wing Project

MEETING DATE: May 11, 2020 ITEM NUMBER: # 11.

MEETING/AGENDA: ACTION XX NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:

INITIATED BY: Bruce Shoupe BOARD LIAISON: Tanya C. Bamford  
Director of Planning and Zoning Chairman

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BACKGROUND:

In the past, it has been the policy of the Board of Supervisors to waive permit fees for non-profit and religious organizations. The Township has received a request from Mary, Mother of the Redeemer Catholic Church to waive all permit fee associated with the construction of the new Classroom Wing project. The existing 6 modular buildings on the property are to be removed to make way for the new 8024 square feet modular buildings with 6 classrooms.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consistent with Township policy on permit fees, it is recommended that the Board approve the waiver of the permit fees if \$10,359.51 for Mary, Mother of the Redeemer Catholic Church Parish building permit.

MOTION/RESOLUTION:

Resolution is attached.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

ROLL CALL:

Tanya C. Bamford	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Resolution #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the request of Mary, Mother of the Redeemer Catholic Church to waive all permit fees in the amount of \$10,359.51 associated with the construction of a new 8,024 sf modular classroom wing on the property, containing 6 classrooms.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, B. Shoupe, Minute Book, Resolution File, File



**Mary, Mother of the Redeemer**  
— CATHOLIC CHURCH —

April 30, 2020

Board of Supervisors  
Ms. Carolyn McCreary, Manager  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

Re: Parish School Classroom Wing Construction

Dear Ms. McCreary,

We are respectfully requesting a Waiver of the Building Permit fee for the construction of a classroom wing and connecting corridor behind our main school building.

The new prefabricated classroom wing will be placed on a portion of our property that will be significantly smaller in square footage to the recently-removed modular classroom units.

The general contractor will obtain the necessary permits prior to the beginning of construction, which is expected to begin in late May 2020.

If you should have additional questions, please feel free to contact me.

Thank you for your kind consideration in this matter.

Respectfully,

Rev. Msgr. John T. Conway  
Pastor

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

---

SUBJECT: Consider Authorization to Advertise Bid Specifications for HVAC Replacement

MEETING DATE: May 11, 2020 ITEM NUMBER: #12.

MEETING/AGENDA: WORK SESSION ACTION **XX** NONE

REASON FOR CONSIDERATION: Operational: **XX** Policy: Discussion: Information:

INITIATED BY: Carolyn McCreary Township Manager BOARD LIAISON: Tanya C. Bamford Board of Supervisors Chairperson

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BACKGROUND:

The Township received a quote in September, 2019 for the preparation of bid specifications to replace the remaining original HVAC units which are 25 years old. The quote also includes construction administration.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT:

This project has been planned for and included in the adopted 2020 Capital Reserve Fund budget.

RECOMMENDATION: Staff recommends the Board of Supervisors authorize the preparation and advertisement of the bid specifications per the proposal from Vinokur-Pace Engineering Services, Inc. dated September 30, 2019 in the amount of \$12,000.00 with additional allowances of \$2,500.00 for CAD generated drawings if needed and \$3,000.00 for structural engineering.

MOTION/RESOLUTION:

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby authorize the preparation and advertisement of the rooftop HVAC unit replacement project by Vinokur-Pace Engineering Services, Inc. in the amount of \$17,500.00.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Annette M. Long	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Beth A. Staab	Aye	Opposed	Abstain	Absent
Tanya C. Bamford	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Township Solicitor

VINOKUR-PACE ENGINEERING SERVICES, INC.

September 30, 2019

Kevin A. Costello  
Director of Public Works  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18944

PROJECT: Montgomery Township Building – Rooftop HVAC Unit Replacement

SUBJECT: **MEP ENGINEERING FEE PROPOSAL**

Dear Kevin:

Thank you for considering our firm for the subject project. We visited the building on September 10 and have reviewed the Scatton's budget estimates dated September 4, 2019.

We have structured our proposal in three (3) parts.

- Part A:** Includes the basic services required to work through the design phase, produce construction/permit documents and participate in construction administration through project completion.
- Part B:** Includes issues we feel are necessary to address in conjunction with the construction project.
- Part C:** Includes a listing of specific tasks not included in our design and documentation process.

A. **BASIC SERVICES TO ACCOMPLISH THE NEW WORK:**

1. Design Phase thru Contract Bid Documents (drawings and specifications) for the HVAC Rooftop Unit replacement, natural gas systems and electrical power systems.
2. Design and coordination meetings between VPES Design Team and Montgomery Township (MT) for compliance with the schedule for the various tasks. We include up to four meetings for MEP design phase and coordination activities.
3. Coordination meetings between VPES, the Design Team, Authorities having jurisdiction, Utility Companies, and as required.
4. Coordination of MEP requirements and operating weight loads with MT and the Structural Engineer.
5. Completion of ComCheck energy compliance forms for the Building Permit if required.

6. Review of probable estimated construction costs, with actual detailed estimates performed under the responsibility of a third party.
7. Construction Documents produced utilizing AutoCAD software.
8. Preparation and typing of MEP specifications for our portion of the work.
9. Bidding Administration: Addenda, consultation and analysis of bids.
10. VPES is to provide electronic (PDF) files for each submission.
11. Paper copy engineer-sealed drawings for building Permits.
12. Review of shop drawings and office consultation during Construction Phase.
13. Observation visits during the Construction Phase. A total of 5 field visits is anticipated.
14. Project close-out, Punch List and review of as-built information provided by the Contractor.

B. Based on the RFP, it is our responsibility to provide the following supplementary services during design.

1. Data gathering of existing documents and information as coordinated with the Owner and Architect to identify impact to the existing site Building and demolition of existing systems. Survey of existing Rooftop equipment.
2. Units to be replaced include RTU-1,2,3,4,5,9,10,11 and 13. New Thermostats will be specified.
3. Investigation of electric and gas services and coordination to determine the source of power and required services' upgrades to suit the new construction.
4. HVAC Rooftop Units are to match the existing units in kind. Carrier will be the approved Manufacturer to match-up with existing weights, curb dimensions and opening sizes.
5. We will answer RFIs and issue addenda during the bidding process. We will assist in the de-scoping process and analysis of Contractors' proposal

C. Our fee proposal DOES NOT include the following:

1. Additional services other than basic services as defined in AIA B-141. Re-start of the project after a significant delay shall be considered for additional services for remobilization and staffing of the project.
2. AutoCAD files of architectural, structural and civil drawings are to be provided to VPES by Montgomery Township.

3. Structural Engineering if required by changes in weights of the units.
4. HVAC load calculations and Energy analysis.
5. Design of temporary facilities and utility distribution to support construction activities are not included.
6. General Conditions and a contract will be prepared by MT to be included with the bid documents.

Our proposed fee for the indicated scope of work is \$12,000 broken down as follows:

HVAC Design	\$ 8500
Bid and Award	\$ 1000
Construction Administration	\$ 2500

We suggest the following allowances be carried in your funding:

Cad generated drawings if cad files cannot be obtained by the MT.	\$2500
Structural Engineering	\$3000

Anticipated design schedule is 3 weeks from Notice to Proceed.

Invoices shall be submitted monthly and payments shall be made within thirty (30) days of receipt of payment from the Owner.

Reimbursable expenses for Parts A and B shall include overnight shipping, special printing requests, printing for permits, original drawings, documentation disks, CADD reproductions and scans, as per AIA B-141. Estimated reimbursable costs are \$400 and are to be invoiced as implemented based on the attached schedule.

Changes in scope of work and major changes to final accepted working drawings and specifications through no fault of VPES shall be performed on a Direct Personnel Expense x 2.75 Overhead and Profit Factor. A schedule of our hourly rates is attached.

If you have any questions, please do not hesitate to contact us. We look forward to a professional relationship with Montgomery Township. Thank you.

Sincerely yours,

VINOKUR-PACE ENGINEERING SERVICES, INC.



Ronald J. Pace  
President

RJP:dw

Enclosures: VPES Rate Schedule; VPES Reimbursable Schedule



**VINOKUR - PACE ENGINEERING SERVICES, INC.**

**HOURLY BILLING RATES FOR 2019**

Office billing rates for the various professional disciplines, including direct personnel costs and a 2.75 profit and overhead factor combined into one hourly billing rate, are as follows:

1.	PRINCIPAL ENGINEER	\$190/Hour
2.	PROJECT MANAGER / PROJECT ENGINEER	\$160/Hour
3.	ENGINEER	\$140/Hour
4.	DESIGNER	\$110/Hour
5.	DRAFTSPERSON	\$90/Hour
6.	TECHNICAL TYPIST	\$65/Hour

**VINOKUR - PACE ENGINEERING SERVICES, INC.**

**REIMBURSABLE EXPENSES**

<u>ITEM</u>	<u>COST</u>
CADD DRAWING PLOTS	\$ 5.00
MYLARS	\$20.00
CD'S OR DVD'S	\$20.00
DOCUMENT PRINTING (8½ x 11)	\$ .12
TRAVEL PER MILE	\$ 0.585
AIRFARE, HOTEL, MISC. TRAVEL EXPENSES	At Cost
OVERNIGHT MAIL DELIVERY	\$30.00

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
**BOARD ACTION SUMMARY**

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SUBJECT: Consider Approval of Access Security Upgrade for Township Building

MEETING DATE: May 11, 2020

ITEM NUMBER: #13.

MEETING/AGENDA: WORK SESSION

ACTION **XX**

NONE

REASON FOR CONSIDERATION: Operational: **XX** Policy: Discussion: Information:

INITIATED BY: Carolyn McCreary  
Township Manager

BOARD LIAISON: Tanya C. Bamford  
Board of Supervisors Chairperson

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BACKGROUND:

I am seeking the Board's authorization to move forward with a plan to provide secure access to the Township building by expanding the system already in place for the Community Recreation Center and both fire battalions. This improvement in building access/security will ensure the safety of the employees and the proper securing of the building after hours. It includes both external and internal doors to the various offices in the building. The Police Department is secured by a separate access system.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT:

Township Building improvements have been included in the adopted 2020 Capital Reserve Fund budget.

RECOMMENDATION:

Staff recommends the Board of Supervisors approve the proposal from The Protection Bureau for the installation of card access for the Township building, connecting to the existing system that supports the fire battalions and Community Recreation Center.

MOTION/RESOLUTION:

**Be it resolved** by the Board of Supervisors of Montgomery Township that we hereby accept the proposal from The Protection Bureau dated April 28, 2020 in the amount of \$43,500.00 and authorize the Township Manager to execute the agreement on behalf of the Township.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Annette M. Long	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Beth A. Staab	Aye	Opposed	Abstain	Absent
Tanya C. Bamford	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Township Solicitor



Proposal: 20596-1-0

## Montgomery Township Admin Bldg Access

Proposal Issued:  
**4/29/2020**

Proposal Valid To:  
**5/29/2020**

Prepared for:  
Rich Grier

**Montgomery Township**  
1001 Stump Road  
Montgomeryville, PA 18936

P (215) 393-6917  
E [rgrier@montgomerytwp.org](mailto:rgrier@montgomerytwp.org)  
C (267) 249-8437

## DESCRIPTION

### CLIENT INFORMATION

**Name: Montgomery Township**

**Site**

Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

**Billing**

Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936

**Contact**

Rich Grier, Technology Manager  
**P** (215) 393-6917  
**E** rgrier@montgomerytp.org  
**C** (267) 249-8437

**PROJECT NAME: Montgomery Township Admin Bldg Access**

### PROJECT SCOPE

Install card access on the Administration Building doors and connect to the existing S2 system that supports the Rec Center and Fire Houses.

Install S2 Node in basement and connect to customer's network

Install lock power supply

Install card access and alarm devices on eleven door locations. See attached plan.

Main Entry. Mount reader on existing pedestal and tie reader into existing door operator.

Computer Room

Admin Access

Lobby Office

Planning Door

HR Door

Finance Door

Staff Entry. At this one door, install a reader that can read both cards and Mobile ID's.

Meeting Room

Employee Lounge

Sewer Authority

The main entry and staff entry doors will be fit with mag locks. The rest of the doors will be fit with electric strikes. And we will reuse the electric strike at the Admin access door.

Update the S2 software to the latest version.

Help the customer set up the HID mobile ID account and show them how to program the IDs into S2.

This quote includes 40 mobile IDs at the price of \$5.75 per year per ID. HID's mobile ID is a subscription based product.

Others to provide: 120 vac outlet for the node and power supply in basement

Fire alarm system relay in the basement

REFERENCE AGREEMENT: This Agreement shall be governed by the same conditions as agreement #1207123\_JHL as specified above between the parties dated 12/15/2007 with the same full force and effect as if those terms were reprinted herein in their entirety, except as any of those terms may be modified herein. It is agreed that a FAXED signed copy of this Agreement shall serve as and be construed as an equal to an original in all respects. The Protection Bureau may withdraw this Agreement, at any time and without notice, should the Agreement be modified in any part by Client without Bureau's written approval, or should Agreement not be accepted by means of signature being affixed hereto within forty-five (45) days of the date written above

## PROJECT BUDGET

### Access

QTY	Manufacture	Part #	Description
1	S2	S2-NN-E-WM	S2 NETWORK NODE. NO ACCESSORY APPLICATION BLADES
6	S2	S2-ACM	ACCESS CONTROL BLADE. SUPPORTS 2 READERS
1	HID	920PMNNEKEA003	RP40 ICLASS SE READER - BLUETOOTH MOBILE ENABLED
10	HID	920PTNNEK00000	RP40 READER- SINGLE GANG BLACK,ICLASS SE/HID PROX
3	Generic	712 BATTERY	12 VOLT 7AH BATTERY
11	DETECTION SYSTEMS	DS160	REQUEST TO EXIT MOTION DETECTOR
2	SECURITRON	EEB2	EMERGENCY EXIT BUTTON. 30 SECOND TIMER-SINGLE GANG
9	HES	1500C-630	LOW PROFILE STRIKE KIT FOR CYLINDRICAL AND MORTICE
4	Various	LOCKWORK H	LOCK ALLOWANCE
9	GEORGE RISK IND.	184-12WH	1 RECESSED DOOR CONTACT N/C - WHITE
2	LIFE SAFETY POWER	C8	8 OUTPUT ACCESS CONTROL BOARD
1	FPO75/250-E2	FPO75/250-E2	75WATT/250 WATT POWER SUPLPY IN MEDIUM ENCLOSURE
2	Grainger	1W950	CORD PIGTAIL 14/3 LOT=EACH
100	HID	1346LNSMN	ISOPROX III PROX TAG . BLAN FRONT/BACK, SEQUENTIA
40	MID-SUB-T100	MID-SUB-T100	MOBILE ID

## Investment Summary

<b>Total Proposal Amount</b>	<b>\$43,500.00</b>
<b>Deposit Due in Advance</b>	<b>\$13,050.00</b>
<b>Balance Due Upon Completion</b>	<b>\$30,450.00</b>

*Note: The above price does not include tax*

### Investment Total

The Protection Bureau will provide the proposed system as described in this proposal for the sum of: **\$43,500.00**

The price above includes: material, equipment and labor as described within this proposal.

Expedited Shipping, if required, will be billed separately.

### PRIOR TO START OF WORK:

If a permit is required by the municipality to perform this work, the normal lead time for approval is 30 business days. Additionally, the average lead time to prepare the permit submission is typically 5-7 business days. Some systems will require more time due to the size of the system, architectural seal requirements or third party coordination. Client is responsible for all permit fees and associated costs, including Bureau's processing fee of \$50.00. Bureau will use commercially reasonable efforts to expedite this process. Bureau's permit coordinator will keep Client informed on the permit process and work with Bureau's project manager to finalize the project start date. Bureau cannot proceed with installation until permit(s) are acquired. The authority having jurisdiction may require permitting for low voltage work including camera installations.

Unless indicated, pricing does not include Prevailing Wage. If project requires Prevailing Wage, then Client agrees to pay difference between quoted amount and Prevailing Wage.

### Payment Terms:

Provide a deposit in the amount of **30%** of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by The Protection Bureau with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.



**Proposal Acceptance:**

THIS AGREEMENT IS MADE BETWEEN Philadelphia Protection Bureau, Inc. t/a The Protection Bureau, 197 Philips Road, Exton, PA 19341 (610) 903-4900 ("Bureau"), and Montgomery Township, 1001 Stump Road, Montgomeryville, PA 18936 ("Client").

**THE PROTECTION BUREAU**

**Montgomery Township**

By

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Must be an officer of Bureau)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Names

## TERMS & CONDITIONS

### REFERENCE AGREEMENT:

This Agreement shall remain in full force and effect for five years from the date of signing and shall be governed by the same terms and conditions as the agreement as specified above between the parties with the same full force and effect as if those terms were reprinted herein in their entirety, except as any of those terms may be modified herein. It is agreed that a FAXED signed copy of this Agreement shall serve as and be construed as an equal to an original in all respects.

The Protection Bureau may withdraw this Agreement, at any time and without notice, should the Agreement be modified in any part by Client without Bureau's written approval, or should Agreement not be accepted by means of signature being affixed hereto within forty-five (45) days of the date written above

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Updates to Employee Handbook

MEETING DATE: May 11, 2020

ITEM NUMBER: #14.

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Ann M. Shade  
Director of Administration  
& HR

BOARD LIAISON: Tanya C. Bamford  
Chairman, Board of Supervisors

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BACKGROUND:

Montgomery Township maintains an employee handbook of personnel policies that is provided to all employees. As laws, practices, and procedures change, the Township determines the need to update existing policies or to add new policies.

The following policies have been created due to the current COVID-19 pandemic. Copies of both policies are attached and are being presented for approval:

- **Temporary Telecommuting Policy** – this policy outlines the procedures and the guidelines for the safe and effective implementation of telecommuting on a limited, as-needed basis.
- **Emergency Family and Medical Leave Act (EFMLA) and Emergency Paid Sick Leave Act (EPSLA)** – this policy complies with the Families First Coronavirus Response Act (FFCRA) and is in place to assist employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave. This is effective through December 31, 2020.

In preparation for the Board of Supervisors approval, these policies have been reviewed by the labor attorneys of Eckert Seamans.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: None

RECOMMENDATION:

Consider the approval of the Temporary Telecommuting Policy and the Emergency Family and Medical Leave Act (EFMLA) and Emergency Paid Sick Leave Act (EPSLA) Policy for distribution to employees and inclusion in the Montgomery Township Employee Handbook.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the Temporary Telecommuting Policy and the Emergency Family and Medical Leave Act (EFMLA) and Emergency Paid Sick Leave Act (EPSLA) Policy for distribution to employees and inclusion in the Montgomery Township Employee Handbook.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL:

Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Annette Long	Aye	Opposed	Abstain	Absent
Matthew W. Quigg	Aye	Opposed	Abstain	Absent
Beth Staab	Aye	Opposed	Abstain	Absent
Tanya C. Bamford	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Township Solicitor



Employee Handbook - **Section 3**  
**Employee and Township Responsibilities**  
Date Approved: May 11, 2020 (*Pending BOS Approval*)

## **TEMPORARY TELECOMMUTING**

### **Purpose**

In the event of an emergency such as inclement weather or a pandemic, or under other extenuating circumstances, Montgomery Township may allow or require positions to temporarily work from home or telecommute, to ensure continuity of Township operations. Telecommuting may be appropriate for some positions and duties, but not necessarily viable for all positions.

### **Guidelines**

- A. Montgomery Township may require or allow on an approved basis, employees in certain positions to work remotely during an emergency or under other extenuating circumstances. Preferably, preparations should be made in advance or as soon as practicable to allow remote work if necessary in emergency circumstances. This includes determining appropriate equipment needs, such as hardware, software, and telephone and data lines.

### **Procedures**

- A. An employee may request or Department Head may initiate a discussion about a teleworking arrangement.
  1. In cases where an employee initiates a request to telework, the employee must provide the specific reason(s) for the request along with a detailed plan for accomplishing job duties to his/her/their Department Head for consideration.
  2. The Department Head will review the employee's job responsibilities and determine if the job functions and duties are appropriate for a telecommuting arrangement, in conjunction with the extenuating circumstance, including equipment needs, workspace design considerations, and scheduling issues.
- B. Telecommuting may be fixed and ongoing, such as working a set number of hours from an alternate location each week, or it may be limited in duration, such as working from home for a few days or intermittently.
- C. The Department Head and employee will complete a telecommuting agreement in consultation with Human Resources, which the Department Head will then submit to the Township Manager for approval. The agreement shall specify the days/times telecommuting will occur and the work to be completed by the employee. Agreements may be discontinued at any time at the sole discretion of the Township.
- D. Telecommuters are expected to be actively working during the agreed upon hours of work and must be available to communicate via email or telephone or via any other means of virtual communication. Daily contact between the



## Employee Handbook - Section 3

### Employee and Township Responsibilities

Date Approved: May 11, 2020 (*Pending BOS Approval*)

employee and Department Head should occur to verify that the employee is actively working as well as to resolve any problems that may arise. Telecommuting may require more frequent interaction and communication between the telecommuter and his/her Department Head and other employees. Communication must be at a level consistent with employees working at the office or in a manner and frequency appropriate for the job and the individuals involved.

#### **Work Environment and Equipment**

- A. The employee will establish a suitable work environment within his or her home for work purposes. The area should be free from obvious safety hazards and suitable for the type of work being performed by the employee. Montgomery Township will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
- B. Montgomery Township will determine the equipment needs for each employee on a case-by-case basis, in accordance with its standard policies and procedures. Unbudgeted items shall follow Township-approved guidelines for purchases. Equipment supplied by the organization is to be used for Township purposes only. The IT department is available to review these equipment needs with management and employees and to provide support to employees in emergency telework situations.

#### **Security and Safety**

Consistent with Montgomery Township's expectations of information security for employees who have a physical presence working at the office, telecommuting employees will be expected to ensure the protection of confidential information accessible while working from home. Any information that is considered confidential or protected will not be removed from Township premises unless expressly approved in a written Telecommuting Agreement or approved in advance by the Township Manager.

#### **Policies**

Montgomery Township policies and procedures remain in effect while telecommuting. Telecommuting employees are expected to adhere to all applicable Township policies while working remotely.

Leave used on a scheduled telecommuting day will be administered under the same provisions as leave used on days an employee would otherwise report to his/her/their regular work location.



Employee Handbook - **Section 3**  
**Employee and Township Responsibilities**  
Date Approved: May 11, 2020 (*Pending BOS Approval*)

**Time worked**

- A. Employees should not assume that emergency telework arrangements are approved for any specified period of time, and Montgomery Township may require employees to return to regularly scheduled, in-office work at any time in its sole discretion.
  
- B. The employee and the Department Head shall mutually agree upon a daily work plan. The Department Head will adjust the work plan based upon department and Township operational priorities.
  
- C. Telecommuters, at management discretion, may be required to record hours worked in addition to providing detail of the agreed-upon tasks and projects to work on and complete. Telecommuting employees will be required to accurately record all hours worked. Employees who are classified as non-exempt under the Fair Labor Standards Act must obtain advanced approval from their Department Head prior to working in excess of their scheduled hours per day and hours per workweek.



Employee Handbook - **Section 6**  
**BENEFITS**

Date Approved: May 11, 2020 (*Pending BOS Approval*)

**EMERGENCY FAMILY AND MEDICAL LEAVE ACT (EFMLA) & EMERGENCY PAID SICK LEAVE ACT (EPSLA)**

**Purpose**

To comply with the Families First Coronavirus Response Act (FFCRA) and to assist employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave.

**Effective: April 1, 2020 through December 31, 2020.**

**Definitions**

**“Child”** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- a. Under 18 years of age; or
- b. 18 years of age or older and incapable of self-care because of a mental or physical disability.

**“Childcare provider”** means a provider who provides childcare services on a regular basis, including:

- A center-based childcare provider
- A group home childcare provider
- A family childcare provider (one individual who provides childcare services for fewer than 24 hours per day, as the sole caregiver, and in a private residence)
- Other licensed provider of childcare services for compensation
- A childcare provider that is 18 years of age or older who provides childcare services to children who are either the grandchild, great grandchild, sibling (if such provider lives in a separate residence), niece, or nephew of such provider, at the direction of the parent, or a family member or friend who regularly cares for the employee's child.

**“School”** means an elementary or secondary school

Time taken under the EFMLA or the EPSLA must be in full-day increments.

**Emergency Family & Medical Leave Act (EFMLA)**

Montgomery Township's existing Family Medical Leave Act (FMLA) leave policy applies to all other reasons for leave outside of this policy.

**Guidelines**

- A. **Eligibility:** All employees who have been employed with Montgomery Township for at least 30 days. Pursuant to Sections 3105 and 5102 of the Families First Coronavirus Response Act, emergency responder employees are exempted from the leave provisions of the Act. This includes the Township's police officers and firefighters.





Employee Handbook - **Section 6**  
**BENEFITS**

Date Approved: May 11, 2020 (*Pending BOS Approval*)

- B. Qualifying Reasons for Leave: Eligible employees who are unable to work (or telework) due to a need to care for their child when the school or place of care has been closed, or the regular childcare provider is unavailable due to a public health emergency with respect to COVID-19.
- C. Duration of Leave: Employees will have up to 12 weeks of leave to use from April 1, 2020 through December 31, 2020, for the purposes stated above. This time is *included in and not in addition to* the total FMLA leave entitlement of 12 weeks in a 12-month period.

For example, if an employee has already taken six weeks of FMLA leave, the employee would be eligible for another six weeks of FMLA leave for qualifying circumstances under this policy.

- D. Pay during Leave: Leave will be unpaid for the first ten (10) days; however, employees may use any accrued paid vacation, sick or personal leave during this time. The employee may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act (EPSLA), as further explained below. After the first ten (10) days, leave will be paid at two-thirds of an employee's regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Paid leave provided under this policy will not exceed \$200 per day, and \$10,000 in total, and any unused portion of available leave will not carry over to the next year.
- E. Employee Status and Benefits during Leave: While an employee is on paid leave pursuant to this policy, the Township will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the Township will continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee must continue to make this payment per instructions from Human Resources.
- F. Procedure for Requesting Leave: Employees shall submit requests for leave in writing to their manager. Verbal notice will be accepted until written notice can be provided. The notice provided by the employee should include a brief statement as to the reason for the request for leave and, if possible, the expected duration.

Within five (5) business days of receiving the employee's request for leave, Human Resources will complete and provide the employee with any Department of Labor (DOL) required notices.

The Township may require an employee on leave to report periodically on the employee's status and intent to return to work, in accordance with the FMLA.



Employee Handbook - **Section 6**  
**BENEFITS**

Date Approved: May 11, 2020 (*Pending BOS Approval*)

**Emergency Paid Sick Leave Act (EPSLA)**

In addition to any other paid leave provided by the Township, eligible employees may take a paid leave of absence, up to a maximum of two (2) weeks or eighty (80) hours, for the reasons outlined below. This policy will be in effect from April 1, 2020 through December 31, 2020.

**Guidelines**

- A. **Eligibility:** All employees are eligible for Emergency Paid Sick Leave (EPSL), with the exception of emergency responders. Pursuant to Sections 3105 and 5102 of the Families First Coronavirus Response Act, emergency responder employees are exempted from the leave provisions of the Act. This includes the Township's police officers and firefighters.
1. Eligible full-time employees are eligible for up to a maximum of 80 hours of EPSL between April 1, 2020 through December 31, 2020.
  2. Eligible part-time employees are entitled to the number of hours worked, on average, over a two-week period.
- B. **Reasons for Leave:** An employee may use EPSL if the employee is unable to work or telework for one of the following qualifying reasons:
1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
  2. The employee has been advised by a health-care provider to self-quarantine because of COVID-19 concerns;
  3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
  4. The employee is caring for an individual who is subject to a federal, state, or local quarantine or isolation order related to COVID-19, or who has been advised by a health provider to self-quarantine due to concerns related to COVID-19;
  5. The employee is caring for the employee's child because the child's school or place of child care has been closed, or the child's child care provider is unavailable, due to COVID-19 precautions; or
  6. The employee is experiencing any other substantially similar condition as may be specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor.
- C. **Pay during Leave:** Eligible employees may receive up to two weeks (80 hours, or an eligible part-time employee's two-week equivalent) of paid sick leave in the following amounts:
1. 100% for qualifying reasons # 1, 2, and 3 above, up to \$511 daily and \$5,110 total;
  2. 2/3 for qualifying reasons # 4, 5, and 6 above, up to \$200 daily and \$2,000 total.



Employee Handbook - **Section 6**  
**BENEFITS**

Date Approved: May 11, 2020 (*Pending BOS Approval*)

- D. Procedure for Requesting Leave: Employees who would like to use EPSL shall submit a request in writing to their supervisor or department head stating the reason the leave is requested. Verbal notice will otherwise be accepted until written notice can be provided. The written notice must include the following:
- the employee's name
  - the dates for which the employee requests leave
  - the qualifying reason, *and*
  - an *oral or written* statement that the employee is unable to work because of the qualifying reason.
- E. Overtime: EPSL does not count as hours worked for purposes of calculating an employee's entitlement to overtime.
- F. Reasonable Notice: After the first workday (or portion thereof) an employee receives EPSL under this Policy, the Township may, in its sole discretion, require the employee to provide reasonable notice of the need for additional EPSL in order to continue receiving such EPSL.
- G. Interaction with Other Paid Leave: An employee may use EPSL before using any other accrued paid time off for the qualifying reasons stated above. An employee on EFMLA leave under this policy may use EPSL during the first ten days of normally unpaid FMLA leave.
- H. Documentation: The Township may, in its sole discretion, request that employees provide documentation to support a request for EPSL, and will notify employees if documentation will be required.
- I. Termination: If an employee's employment should end for any reason, any unused EPSL will not be paid out as wages upon termination, and shall be forfeited by the employee.
- J. Return to Work: Where applicable, prior to returning to work, employees will be required to complete a Fit for Duty Form, certifying that the employee does not present a risk of spreading COVID-19 in the workplace.
- K. Coordination with Other Laws: The Township will comply with any and all federal and state laws enacted to address the COVID-19 virus, and this policy is drafted in accordance with the provisions of the federal FFCRA. This policy may be amended at any time by the Township in its sole discretion to address any conflict between the policy and the FFCRA or any other applicable state or federal law.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Ratification of Paid Bills

MEETING DATE: May 11, 2020 ITEM NUMBER: #15.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Tanya C. Bamford BOARD LIAISON:  
Chairman, Board of Supervisors

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BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

I move that we ratify the paid bills as submitted.

DISTRIBUTION: Board of Supervisors, Township Solicitor

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
04/29/2020	01	78233	00000006	ACME UNIFORMS FOR INDUSTRY	388.91
04/29/2020	01	78234	100000892	ADAM ZWISLEWSKI	55.00
04/29/2020	01	78235	00001875	ADVANCED COLOR AND GRIND LLC	3,200.00
04/29/2020	01	78236	00000340	ADVENT SECURITY CORPORATION	516.96
04/29/2020	01	78237	100000814	AMAZON.COM SERVICES, INC	150.30
04/29/2020	01	78238	100000888	ANDREW WEINER	15.00
04/29/2020	01	78239	100001352	BIPIN SOLANKI	78.00
04/29/2020	01	78240	100001244	BRANDI BLUSIEWICZ	45.00
04/29/2020	01	78241	100000979	BRANDON UZDZIENSKI	75.00
04/29/2020	01	78242	100000405	C.E.S.	42.68
04/29/2020	01	78243	100000319	CANDORIS	2,684.00
04/29/2020	01	78244	100000878	CARL HERR	40.00
04/29/2020	01	78245	00001601	CDW GOVERNMENT, INC.	740.60
04/29/2020	01	78246	100001347	CHRISTINA FILOMENO	103.75
04/29/2020	01	78247	100000829	COLROM LLC	4,108.72
04/29/2020	01	78248	00000363	COMCAST	499.37
04/29/2020	01	78249	00000335	COMCAST CORPORATION	627.58
04/29/2020	01	78250	00000602	CONRAD SIEGEL	1,140.00
04/29/2020	01	78251	00903100	COURIER TIMES, INC.	312.32
04/29/2020	01	78252	100001342	DATA-FLO	75.00
04/29/2020	01	78253	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	2,156.10
04/29/2020	01	78254	00000125	DISCHELL, BARTLE DOOLEY PC	4,985.00
04/29/2020	01	78255	00000125	VOID	0.00
04/29/2020	01	78256	100000893	DONALD TUCKER	60.00
04/29/2020	01	78257	100001338	DONNA MOESTA	110.00
04/29/2020	01	78258	00001166	DRUMHELLER CONSTRUCTION, INC.	73,629.22
04/29/2020	01	78259	00000152	ECKERT SEAMANS CHERIN &	5,087.50
04/29/2020	01	78260	00001837	ESI EQUIPMENT, INC.	860.00
04/29/2020	01	78261	00000174	FISHER & SON COMPANY, INC.	699.00
04/29/2020	01	78262	100001344	FRAN D'ANGELO	35.00
04/29/2020	01	78263	100000258	FRANK J. COLELLI	1,117.80
04/29/2020	01	78264	03214568	FULTON CARDMEMBER SERVICES	9,569.61
04/29/2020	01	78265	00001504	GALETON GLOVES	101.84
04/29/2020	01	78266	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	621.00
04/29/2020	01	78267	00001709	GOULDEY WELDING & FABRICATIONS, INC	650.30
04/29/2020	01	78268	00000229	GRAINGER	122.23
04/29/2020	01	78269	00000203	GRANTURK EQUIPMENT CO., INC.	454.38
04/29/2020	01	78270	00000903	HOME DEPOT CREDIT SERVICES	168.57
04/29/2020	01	78271	00000555	J & J TRUCK EQUIPMENT	458.65
04/29/2020	01	78272	100000882	JACOB MILLEVOI	90.00
04/29/2020	01	78273	100000889	JACOB WELTMAN	30.00
04/29/2020	01	78274	100001337	JI LEE	166.00
04/29/2020	01	78275	100000881	JOHN H. MOGENSEN	105.00
04/29/2020	01	78276	100000887	JON WASHINGTON	90.00
04/29/2020	01	78277	00000740	K.J. DOOR SERVICES INC.	307.50
04/29/2020	01	78278	100001348	KAREN LISTER	78.75
04/29/2020	01	78279	100000554	KEITH GRIERSON	15.00
04/29/2020	01	78280	100001339	LAUREN KECHELIN	1,280.00
04/29/2020	01	78281	100001340	LIYUN LODISE	590.00
04/29/2020	01	78282	100001350	MATTHEW SCHMIDT	260.00
04/29/2020	01	78283	100000875	MICHAEL BEAN	45.00
04/29/2020	01	78284	100000885	MICHAEL SHEARER	30.00
04/29/2020	01	78285	100001343	NAFI - NATIONAL ASSOCIATION OF	55.00
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04/29/2020	01	78287	100001343	NAFI - NATIONAL ASSOCIATION OF	55.00
04/29/2020	01	78288	100001343	NAFI - NATIONAL ASSOCIATION OF	55.00
04/29/2020	01	78289	00000356	NORTH WALES WATER AUTHORITY	24.00
04/29/2020	01	78290	00000270	NYCE CRETE AND LANDIS CONCRETE	316.80
04/29/2020	01	78291	100001336	PATTY GALLAGHER	80.00
04/29/2020	01	78292	100000890	PAUL MOGENSEN	180.00
04/29/2020	01	78293	100001137	PAULA MCKAY	90.00
04/29/2020	01	78294	100001345	PETER DOSUNMU	100.00
04/29/2020	01	78295	100000754	PETROLEUM TRADERS CORP.	1,200.08
04/29/2020	01	78296	00001171	PHILA OCCEALTH/DBA WORKNET OCC	104.00
04/29/2020	01	78297	00000446	PHISCON ENTERPRISES, INC.	300.00
04/29/2020	01	78298	100001010	RACHEL GIBSON	150.00
04/29/2020	01	78299	100000886	RACHEL TROUTMAN	30.00
04/29/2020	01	78300	100000989	ROBERT MCOMNAGLE	15.00
04/29/2020	01	78301	100000884	RYAN RUDELLE	30.00
04/29/2020	01	78302	100000874	SEAN ALLISON	60.00
04/29/2020	01	78303	100001353	SHAH YOGENDRA	210.00
04/29/2020	01	78304	00000833	SHERWIN WILLIAMS COMPANY	417.63
04/29/2020	01	78305	00001030	SIGNAL CONTROL PRODUCTS, INC.	1,075.21
04/29/2020	01	78306	00001394	STANDARD INSURANCE COMPANY	7,943.83
04/29/2020	01	78307	00003015	STEPHEN A. SPLENDIDO	30.00
04/29/2020	01	78308	100001346	TORRIE DUCKSON	80.00
04/29/2020	01	78309	100001341	TOUCHPOINT	689.49
04/29/2020	01	78310	00001984	TRAFFIC PLANNING AND DESIGN, INC.	26,106.22

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
04/29/2020	01	78311	100000897	TREVOR DALTON	15.00
04/29/2020	01	78312	100001181	TURTLE & HUGHES ELECTRICAL &	991.85
04/29/2020	01	78313	00000040	VERIZON	35.81
04/29/2020	01	78314	00000040	VERIZON	62.92
04/29/2020	01	78315	00000040	VERIZON	185.61
04/29/2020	01	78316	00000038	VERIZON WIRELESS SERVICES, LLC	2,250.40
04/29/2020	01	78317	100001349	VICTORIA PENZO	60.00
04/29/2020	01	78318	100000854	VINAY SETTY	210.00
04/29/2020	01	78319	00001329	WELDON AUTO PARTS	61.97
04/29/2020	01	78320	100001042	ZACHARY EIDEN	45.00
05/07/2020	01	78321	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,470.24
05/07/2020	01	78322	00000006	ACME UNIFORMS FOR INDUSTRY	163.17
05/07/2020	01	78323	100000892	ADAM ZWISLEWSKI	80.00
05/07/2020	01	78324	100000372	ADRIANNA CILIBERTO	1,248.97
05/07/2020	01	78325	100000814	AMAZON.COM SERVICES, INC	1,270.43
05/07/2020	01	78326	100001357	ASHINI DESAI	167.00
05/07/2020	01	78327	00000031	AT&T	121.55
05/07/2020	01	78328	100000915	AUSTIN NEDWICK	15.00
05/07/2020	01	78329	100000870	AXON ENTERPRISE, INC	3,035.00
05/07/2020	01	78330	00000043	BERGEY'S	3,439.92
05/07/2020	01	78331	00000209	BOUCHER & JAMES, INC.	358.00
05/07/2020	01	78332	00000209	BOUCHER & JAMES, INC.	12,273.06
05/07/2020	01	78333	100001244	BRANDI BLUSIEWICZ	45.00
05/07/2020	01	78334	100000979	BRANDON UZDZIENSKI	50.00
05/07/2020	01	78335	00000101	BRIAN GERRARD	2,781.12
05/07/2020	01	78336	100000331	BSN SPORTS, LLC	125.22
05/07/2020	01	78337	03214625	BUX-MONT AWARDS & ENGRAVING	19.00
05/07/2020	01	78338	100000405	C.E.S.	5,014.25
05/07/2020	01	78339	00000072	CANON FINANCIAL SERVICES, INC	1,622.00
05/07/2020	01	78340	100000878	CARL HERR	40.00
05/07/2020	01	78341	MISC	CHILI'S RESTAURANT #68	1,737.02
05/07/2020	01	78342	03214597	CHRISTINE RIDDELL	190.00
05/07/2020	01	78343	00000363	COMCAST	399.02
05/07/2020	01	78344	00000222	COMMONWEALTH PRECAST, INC.	200.00
05/07/2020	01	78345	100000213	DOG TOWN	329.94
05/07/2020	01	78346	100000893	DONALD TUCKER	60.00
05/07/2020	01	78347	00000967	DVHT - DELAWARE VALLEY HEALTH TRUST	194,029.30
05/07/2020	01	78348	00000161	EUREKA STONE QUARRY, INC.	392.44
05/07/2020	01	78349	00001504	GALETON GLOVES	5.99
05/07/2020	01	78350	00000188	GALLS, AN ARAMARK CO., LLC	96.15
05/07/2020	01	78351	00001524	GEMPLER'S	497.56
05/07/2020	01	78352	00000198	GLASGOW, INC.	104.86
05/07/2020	01	78353	00001323	GLICK FIRE EQUIPMENT COMPANY INC	1,293.54
05/07/2020	01	78354	00000219	GLOBAL EQUIPMENT COMPANY	93.97
05/07/2020	01	78355	00001784	GOOGLE INC.	30.00
05/07/2020	01	78356	00000608	GOOSE SQUAD L.L.C.	900.00
05/07/2020	01	78357	00000229	GRAINGER	159.64
05/07/2020	01	78358	100000478	GRANAHAAN ELECTRICAL CONTRACTORS, IN	3,825.00
05/07/2020	01	78359	00000213	HAJOCA CORPORATION	20.02
05/07/2020	01	78360	00000903	HOME DEPOT CREDIT SERVICES	25.83
05/07/2020	01	78361	00441122	HORSHAM CAR WASH	54.00
05/07/2020	01	78362	00001729	INTERNATIONAL BRONZE, LTD	139.00
05/07/2020	01	78363	00000102	INTERSTATE BATTERY SYSTEMS OF	248.90
05/07/2020	01	78364	100000882	JACOB MILLEVOI	75.00
05/07/2020	01	78365	100000889	JACOB WELTMAN	30.00
05/07/2020	01	78366	100001355	JENNA JOSS	83.00
05/07/2020	01	78367	100000881	JOHN H. MOGENSEN	75.00
05/07/2020	01	78368	100000887	JON WASHINGTON	180.00
05/07/2020	01	78369	00000740	K.J. DOOR SERVICES INC.	1,788.50
05/07/2020	01	78370	100001358	KEVIN HARTE SR.	40.00
05/07/2020	01	78371	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	376.96
05/07/2020	01	78372	00902583	LAUREN WILSON	600.00
05/07/2020	01	78373	00902223	LILY VANDERMOLEN	1,030.00
05/07/2020	01	78374	100001356	LISA MORELLO	78.00
05/07/2020	01	78375	00001706	LOWE'S COMPANIES INC.	88.25
05/07/2020	01	78376	00001065	MAILLIE LLP	20,350.00
05/07/2020	01	78377	100001283	MANISH REDDY KOTHAPALLY	100.00
05/07/2020	01	78378	MISC	MCWEENEY DAVID	1,200.00
05/07/2020	01	78379	100000875	MICHAEL BEAN	45.00
05/07/2020	01	78380	100000885	MICHAEL SHEARER	15.00
05/07/2020	01	78381	100000515	MICHELLE IMBROGNO	980.00
05/07/2020	01	78382	100000389	MISTRAS GROUP, INC	775.00
05/07/2020	01	78383	100000188	MJ EARL	135.00
05/07/2020	01	78384	MISC	MOTHERHOOD MATERNITY #231	10.77
05/07/2020	01	78385	00665599	MYREC.COM	4,970.00
05/07/2020	01	78386	MISC	NORTH EAST VACUUM CO.	15.00
05/07/2020	01	78387	00000270	NYCE CRETE AND LANDIS CONCRETE	761.89
05/07/2020	01	78388	00001134	OFFICE DEPOT, INC	190.47
05/07/2020	01	78389	100000890	PAUL MOGENSEN	90.00
05/07/2020	01	78390	00000595	PENN VALLEY CHEMICAL COMPANY	4,460.42
05/07/2020	01	78391	100000754	PETROLEUM TRADERS CORP.	683.12

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/07/2020	01	78392	100000755	PETROLEUM TRADERS CORP.	880.31
05/07/2020	01	78393	00000252	PURE CLEANERS	567.25
05/07/2020	01	78394	100001010	RACHEL GIBSON	95.00
05/07/2020	01	78395	100000886	RACHEL TROUTMAN	15.00
05/07/2020	01	78396	MISC	RHINO MONTGOMERYVILLE INC	1,755.40
05/07/2020	01	78397	100000873	RYAN ALLISON	15.00
05/07/2020	01	78398	100000884	RYAN RUDELL	45.00
05/07/2020	01	78399	00000969	SAFETY-KLEEN SYSTEMS, INC.	343.06
05/07/2020	01	78400	00000653	SCATTON'S HEATING & COOLING, INC.	2,873.30
05/07/2020	01	78401	100000874	SEAN ALLISON	60.00
05/07/2020	01	78402	100001354	SELEX ES INC.	1,720.00
05/07/2020	01	78403	MISC	SMILESTONE DENTAL	45.26
05/07/2020	01	78404	100000701	STAPLES BUSINESS CREDIT	533.95
05/07/2020	01	78405	00003015	STEPHEN A. SPLENDIDO	30.00
05/07/2020	01	78406	100001172	STREET COP TRAINING	175.00
05/07/2020	01	78407	MISC	TAKE CARE HEALTH SERVICES	58.27
05/07/2020	01	78408	MISC	TAMMY MCCONEGHY	4.50
05/07/2020	01	78409	00002020	THOMSON REUTERS	231.53
05/07/2020	01	78410	00001771	TIMAC AGRO USA	745.00
05/07/2020	01	78411	100000897	TREVOR DALTON	15.00
05/07/2020	01	78412	MISC	UNIQLO	571.81
05/07/2020	01	78413	00000040	VERIZON	144.99
05/07/2020	01	78414	00000040	VERIZON	263.70
05/07/2020	01	78415	00000040	VERIZON	263.03
05/07/2020	01	78416	00000038	VERIZON WIRELESS SERVICES, LLC	480.12
05/07/2020	01	78417	100000854	VINAY SETTY	90.00
05/07/2020	01	78418	100000891	VINCENT ZIRPOLI	90.00
05/07/2020	01	78419	MISC	W. DEAN KARRASH, CFO	530.43
05/07/2020	01	78420	MISC	WALTON INC, CLYDE S.	90.00
05/07/2020	01	78421	00001329	WELDON AUTO PARTS	302.32
05/07/2020	01	78422	100000530	WHITE OAK LANDSCAPING, INC	3,600.00
05/07/2020	01	78423	00001084	WITMER ASSOCIATES, INC.	4,571.58
05/07/2020	01	78424	00000760	WM CORPORATE SERVICES, INC	1,544.25
05/07/2020	01	78425	MISC	XPO LAST MILE, INC	25.00
05/07/2020	01	78426	100001042	ZACHARY EIDEN	60.00
05/07/2020	01	78427	00906111	THE PROTECTION BUREAU	13,050.00

01 TOTALS:

(1 Check Voided)

Total of 194 Disbursements:

475,525.01

For Checks Dated 04/28/2020 - 05/11/2020

<b>Check Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
04/30/20	US Treasury	941 Payment	\$ 78,647.47
04/30/20	BCG 401	401 Payment	\$ 12,751.89
04/30/20	BCG 457	457 Payment	\$ 12,130.05
04/30/20	PBA	PBA Payment	\$ 1,303.00
04/30/20	PA SCU	Withholding Payment	\$ 470.02
05/01/20	ICMA	DROP Payment	\$ 10,862.09
05/06/20	State of PA	State Tax Payment	\$ 8,660.86
<b>Total Checks: 7</b>			<b>\$ 124,825.38</b>