

**RESOLUTION NO. R-15-1**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON  
TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, BOND AMOUNTS FOR  
TOWNSHIP OFFICERS**

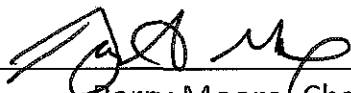
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Northampton Township setting the following Bond Amounts for Township Officers for 2015 as follows:

Treasurer	\$1,000,000.00
Manager	\$1,000,000.00
Finance Director	\$3,000,000.00

**FURTHER, BE IT RESOLVED**, that any resolution or part of a resolution, conflicting with this resolution be and the same is hereby repealed insofar as the same affects of this resolution.

**RESOLVED** this 7<sup>th</sup> day of JANUARY, 2015.

**NORTHAMPTON TOWNSHIP  
BOARD OF SUPERVISORS**

  
Barry Moore, Chairman

**ATTEST:**

  
Eileen Silver, Secretary

**RESOLUTION NO. R-15-2**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP,  
BUCKS COUNTY, PENNSYLVANIA, ESTABLISHING REAL ESTATE TAX MILLAGE FOR 2015**

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Northampton Township to establish the following Real Estate Tax Millage for 2015 as follows:

General Fund	3.9845 mils
Debt Service Fund	4.303 mils
Fire Protection Fund	1 .05 mils
Rescue Squad Fund	.125 mils
Park & Recreation Fund	1.50 mils
Library Fund	1.6 mils
Road Equipment Capital Fund	<u>.365 mils</u>
<b>TOTAL</b>	<b>12.9275 mils</b>

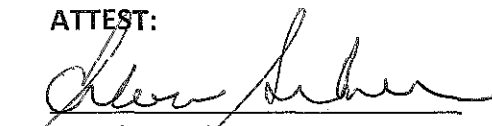
**FURTHER, BE IT RESOLVED**, that any resolution or part of a resolution, conflicting with this resolution be and the same is hereby repealed insofar as the same affects of this resolution.

**RESOLVED** this 7<sup>th</sup> day of JANUARY, 2015.

**NORTHAMPTON TOWNSHIP  
BOARD OF SUPERVISORS**

  
Barry Moore, Chairman

**ATTEST:**

  
Eileen Silver, Secretary

**RESOLUTION R-15-3**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP,  
BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE  
NORTHAMPTON TOWNSHIP FEE SCHEDULE.**

**WHEREAS,** Northampton Township is a legal government entity as provided by the laws  
of the Commonwealth of Pennsylvania and;

**WHEREAS,** Northampton Township intends to revise its fee schedule.

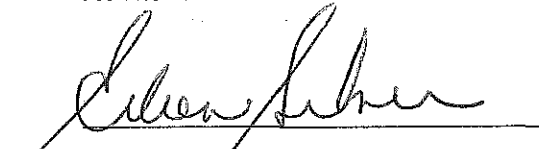
**WHEREAS,** Northampton Township repeals all sections of resolutions establishing fees  
that are inconsistent with this update, including the following resolutions: R-80-24, R-85-18, R-  
87-20, R-91-42, R-98-1, R-03-26, R-10-24, R-11-03, R-12-03, and R-14-03.


**NOW, THEREFORE, BE IT RESOLVED** that the Northampton Township fee schedule is  
adopted with revisions dated December 2014.

**RESOLVED** this 7<sup>th</sup> day of January 2015.

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

**ATTEST:**

  
Eileen Silver, Secretary

  
Barry Moore, Chairman

(Municipal Seal)

RESOLUTION R-15- 4

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP,  
BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE  
NORTHAMPTON TOWNSHIP FEE SCHEDULE.**

**WHEREAS**, Northampton Township is a legal government entity as provided by the laws of the Commonwealth of Pennsylvania and;

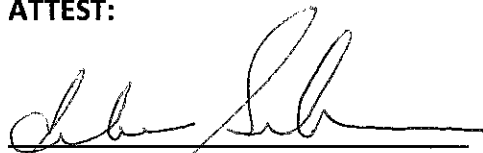
**WHEREAS**, Northampton Township intends to amend its fee schedule adopted on January 7, 2015 by Resolution No. R-15-3;

**NOW, THEREFORE, BE IT RESOLVED** that the Northampton Township fee schedule is hereby amended to add electrical inspection and plan review fees and authorizing United Inspection Agency as the sole electrical provider for Northampton Township.

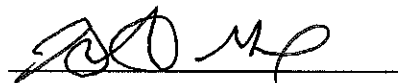
**RESOLVED** this 28<sup>th</sup> day of JANUARY 2015.

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

**ATTEST:**



Eileen Silver, Secretary



Barry Moore, Chair

(Municipal Seal)

**RESOLUTION # R-15- 5**

**A RESOLUTION NAMING TOWNSHIP PROPERTY LOCATED AT  
SECOND STREET PIKE AND TANYARD ROAD IDENTIFIED AS TAX  
MAP PARCEL #31-17-202 AS "IRON WORKS CREEK PARK"**

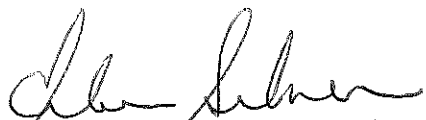
**WHEREAS**, Northampton Township owns an approximate 7 acre property located at Second Street Pike and Tanyard Road identified as Tax Map Parcel #31-17-202 and,

**WHEREAS**, the Board of Supervisors of Northampton Township desire to improve the property and create additional passive recreation opportunities for Township residents and,

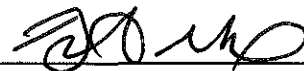
**WHEREAS**, the Board of Supervisors also desires to improve the property to serve as a gateway into the historic village of Richboro,

**NOW THEREFORE IT IS RESOLVED** By the Board of Supervisors of Northampton Township that the property located at Second Street Pike and Tanyard Road identified as Tax Map Parcel #31-17-202 shall be henceforth known as "Iron Works Creek Park".

Resolved this 28<sup>TH</sup> Day of January 2015.



Eileen Silyer, Secretary



Barry Moore, Chairman



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

DEP Code No.  
1-09937-402-3J

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Northampton  
(TOWNSHIP) (BOROUGH) (CITY), Bucks COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Gabriel Building Group has proposed the development of a parcel of land identified as  
land developer

Juliette's Gardens Subdivision, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☐ sewer tap-ins, ☒ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify).

**WHEREAS**, Northampton Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Northampton hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

[Signature]  
(Signature)

Secretary, Northampton

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # R-15-6, adopted, JANUARY 28, 2015.

Municipal Address:

Northampton Township

55 Township Road

Richboro, PA 18954-1592

Telephone 215-357-6800

Seal of

Governing Body

RESOLUTION R-15- 7

**WHEREAS**, the Board of Supervisors of Northampton Township hereby finds that a disaster, (as defined in Act No. 32, of the 1978 Session of the Pennsylvania Legislature) has occurred (or is imminent) based upon the following facts and information:

A winter storm impacting the region has necessitated the use of contractors to support the Municipal Public Works Department in snow removal efforts. Timely snow removal from public streets is essential to the health, safety and welfare of our community.

**THEREFORE, BE IT RESOLVED**, by the said Board of Supervisors pursuant to and under the authority of the aforesaid Act, that local disaster/limited state of emergency is hereby declared effective January 24, 2015 at 0300 hours.

The Township Coordinator of Emergency Management is hereby directed to give prompt and general publicity to this Declaration, and also to file it promptly with the Bucks County Emergency Management Agency.

The Declaration shall activate any and all applicable local emergency management plans of the Township, and shall authorize the furnishing of aid and assistance hereunder.

**RESOLVED** this 25<sup>th</sup> day of February 2015.

**FURTHER, WHEREAS** the weather conditions as of 1330 hours, January 24, 2015 have now changed to a point that it was deemed no longer necessary to maintain a limited state of emergency.

**THEREFORE, BE IT RESOLVED** by the Board of Supervisors that, as of 1330 hours on January 24, 2015 the limited state of emergency is declared to no longer be in effect.

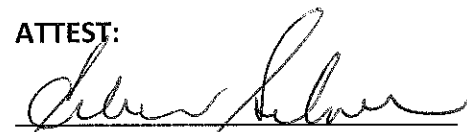
**RESOLVED** 25<sup>th</sup> day of February 2015

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**



Barry Moore, Chairman

**ATTEST:**

  
Eileen Silver, Secretary

RESOLUTION R-15- 8

**WHEREAS**, the Board of Supervisors of Northampton Township hereby finds that a disaster, (as defined in Act No. 32, of the 1978 Session of the Pennsylvania Legislature) has occurred (or is imminent) based upon the following facts and information:

A winter storm impacting the region has necessitated the use of contractors to support the Municipal Public Works Department in snow removal efforts. Timely snow removal from public streets is essential to the health, safety and welfare of our community.

**THEREFORE, BE IT RESOLVED**, by the said Board of Supervisors pursuant to and under the authority of the aforesaid Act, that local disaster/limited state of emergency is hereby declared effective January 26, 2015 at 1600 hours.

The Township Coordinator of Emergency Management is hereby directed to give prompt and general publicity to this Declaration, and also to file it promptly with the Bucks County Emergency Management Agency.

The Declaration shall activate any and all applicable local emergency management plans of the Township, and shall authorize the furnishing of aid and assistance hereunder.

**RESOLVED** this 25<sup>th</sup> day of February 2015.

**FURTHER, WHEREAS** the weather conditions as of 1630 hours, January 27, 2015 have now changed to a point that it was deemed no longer necessary to maintain a limited state of emergency.


**THEREFORE, BE IT RESOLVED** by the Board of Supervisors that, as of 1630 hours on January 27, 2015 the limited state of emergency is declared to no longer be in effect.

**RESOLVED** 25<sup>th</sup> day of February 2015

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

  
Barry Moore, Chairman

**ATTEST:**

  
Eileen Silver, Secretary



RESOLUTION R-15- 9

**WHEREAS**, the Board of Supervisors of Northampton Township hereby finds that a disaster, (as defined in Act No. 32, of the 1978 Session of the Pennsylvania Legislature) has occurred (or is imminent) based upon the following facts and information:

A winter storm impacting the region has necessitated the use of contractors to support the Municipal Public Works Department in snow removal efforts. Timely snow removal from public streets is essential to the health, safety and welfare of our community.

**THEREFORE, BE IT RESOLVED**, by the said Board of Supervisors pursuant to and under the authority of the aforesaid Act, that local disaster/limited state of emergency is hereby declared effective February 17, 2015 at 0300 hours.

The Township Coordinator of Emergency Management is hereby directed to give prompt and general publicity to this Declaration, and also to file it promptly with the Bucks County Emergency Management Agency.

The Declaration shall activate any and all applicable local emergency management plans of the Township, and shall authorize the furnishing of aid and assistance hereunder.

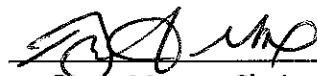
**RESOLVED** this 25<sup>th</sup> day of February 2015.

**FURTHER, WHEREAS** the weather conditions as of 1500 hours February 17, 2015 have now changed to a point that it was deemed no longer necessary to maintain a limited state of emergency.

**THEREFORE, BE IT RESOLVED** by the Board of Supervisors that, as of 1500 hours on February 17, 2015 the limited state of emergency is declared to no longer be in effect.

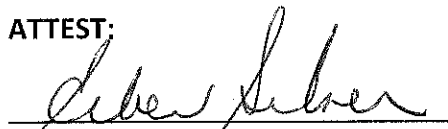
**RESOLVED** 25<sup>th</sup> day of February 2015

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**



Barry Moore, Chairman

**ATTEST:**

  
Eileen Silver Secretary

**RESOLUTION R-15- 10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP, BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING APPLICATION TO THE 2015 PECO GREEN REGION OPEN SPACE PROGRAM FOR THE IRONWORKS CREEK PARK PROJECT**

**WHEREAS**, Northampton Township desires to undertake a project to develop Iron Works Creek Park as a passive recreational area; and

**WHEREAS**, Northampton Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

**WHEREAS**, Northampton Township received the 2015 PECO Green Region Open Space Program Guidelines and understands the requirements of the program;

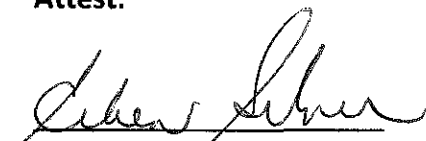
**NOW THEREFORE BE IT RESOLVED**, that Northampton Township Board of Supervisors hereby approves the Iron Works Creek Park project and authorizes an application to the PECO Green Region Open Space Program in the amount of \$10,000; and

**BE IT FURTHER RESOLVED** that Northampton Township commits to the expenditure of matching funds in the amount of \$10,000 necessary for the project's success.

**RESOLVED** this 25th day of February 2015.

**NORTHAMPTON TOWNSHIP BOARD OF SUPERVISORS**

**Attest:**

  
Eileen Silver, Secretary

  
Barry Moore, Chairman



## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Northampton  
(TOWNSHIP) (BOROUGH) (CITY), Bucks COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Steve Jacobson (or behalf of Jake's Eatery) has proposed the development of a parcel of land identified as

N/A (Address: 869 Bustleton Pike) and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☐ sewer tap-ins, ☐ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☒ other, (please specify). increasing EDU's as required for additional sewage use.

**WHEREAS**, Northampton finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township),

(Borough) (City) of Northampton hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

Eileen Silver, Secretary, Eileen Silver  
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of

the Township (Borough) (City) Resolution # R-15-11, adopted, 25 February, 2015.

Municipal Address:

Northampton Township  
55 Township Road  
Richboro, PA 18954

Telephone 215-357-6800 ✕

Seal of  
Governing Body

RESOLUTION R-15- 12

A RESOLUTION OF THE TOWNSHIP OF NORTHAMPTON, BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE INCURRING OF LEASE/PURCHASE OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$560,000 TO BE EVIDENCED BY A LEASE PURCHASE AGREEMENT WITH BANK OF AMERICA PUBLIC CAPITAL CORPORATION ("LESSOR") TO WHICH NORTHAMPTON TOWNSHIP WILL PAY TO LESSOR THE LEASE/PURCHASE PAYMENTS FOR THE PURPOSES OF PROVIDING CERTAIN EQUIPMENT FOR NORTHAMPTON TOWNSHIP; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LEASE/PURCHASE AGREEMENTS; SETTING THE AMOUNTS OF THE LEASE/PURCHASE PAYMENTS TO BE MADE THEREUNDER AND COVENANTING TO PAY SUCH AMOUNTS FROM CURRENT REVENUES, SUBJECT TO ANNUAL APPROPRIATION; AUTHORIZING AND DIRECTING THE TAKING OF NECESSARY OR APPROPRIATE ACTIONS, INCLUDING EXECUTION AND DELIVERY OF REQUISITE DOCUMENTS IN CONNECTION WITH THE LEASE/ PURCHASE AGREEMENT; AND TAKING RELATED ACTION.

**WHEREAS**, Northampton Township has determined that it is in the best interests of Northampton Township to finance certain capital equipment ("Equipment") as more particularly described in Exhibit "A" annexed hereto and made part hereof and;

**WHEREAS**, Northampton Township desires by this resolution to authorize the execution and delivery on behalf of Northampton Township of a Lease Purchase Agreement, and to authorize the taking of necessary or appropriate actions in connection with the Lease Purchase Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Northampton Township as follows:

**Section 1.** The Board of Supervisors of Northampton Township hereby authorizes and approves the financing of capital equipment pursuant to a Lease Purchase Agreement with Bank of America Capital Corporation, and to incur lease purchase obligations in an aggregate principal amount not to exceed \$560,000 by the execution and delivery of a Lease Purchase Agreement. Northampton Township has determined that the realistic estimated useful life of the equipment is at least five (5) years or (7) years.

**Section 2. Form of Lease Purchase Agreement.** The Lease Purchase Agreement will be in form and substance satisfactory to Northampton Township, with the advice of counsel, and shall provide for Northampton Township's repayment obligations thereunder.

**Section 3. Execution and Delivery of Lease Purchase Agreement.** Northampton Township designates and authorizes the Township Manager Finance Director to execute, attest, seal and deliver the Lease Purchase Agreement in the form provided in Section 2 hereof. Such execution, attestation, and delivery of the Lease Purchase Agreement shall constitute conclusive evidence of such approval.

**Section 4. Lease Purchase Payments from Current Revenues.** Northampton Township covenants to pay Lessor the lease payments from current revenues or capital reserve funds subject to annual appropriation.

**Section 5. Qualified Tax Exempt Obligations.** Northampton Township designates its obligations under the Lease Purchase Agreement as "qualified tax exempt obligations" as defined in and for purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

**Section 6. Headings & Preambles.** The preambles and headings of this Resolution are inserted for ease of reference only and shall not constitute a part of this Resolution.

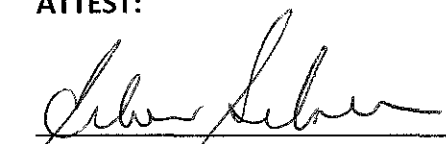
**Section 7. Inconsistent Ordinances are Repealed.** All ordinances and resolutions to the extent inconsistent herewith shall be and the same are hereby rescinded, cancelled, and annulled.

**Section 8. Reimbursement from Proceeds.** The Township declares its intent to be reimbursed from proceeds of the lease purchase obligation for any temporary advances from its capital reserve funds used to pay for any equipment acquired prior to the execution of this document.

RESOLVED this 25<sup>th</sup> day of February 2015.

BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP

ATTEST:

  
Eileen Silver, Secretary

  
Barry Moore, Chairman

RESOLUTION R-15- 13

**WHEREAS**, the Board of Supervisors of Northampton Township hereby finds that a disaster, (as defined in Act No. 32, of the 1978 Session of the Pennsylvania Legislature) has occurred (or is imminent) based upon the following facts and information:

A winter storm impacting the region has necessitated the use of contractors to support the Municipal Public Works Department in snow removal efforts. Timely snow removal from public streets is essential to the health, safety and welfare of our community.

**THEREFORE, BE IT RESOLVED**, by the said Board of Supervisors pursuant to and under the authority of the aforesaid Act, that local disaster/limited state of emergency is hereby declared effective February 21, 2015 at 1900 hours.

The Township Coordinator of Emergency Management is hereby directed to give prompt and general publicity to this Declaration, and also to file it promptly with the Bucks County Emergency Management Agency.

The Declaration shall activate any and all applicable local emergency management plans of the Township, and shall authorize the furnishing of aid and assistance hereunder.

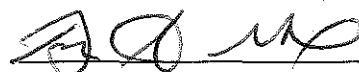
**RESOLVED** this 25<sup>th</sup> day of March 2015.

**FURTHER, WHEREAS** the weather conditions as of 0900 hours, February 22, 2015 have now changed to a point that it was deemed no longer necessary to maintain a limited state of emergency.

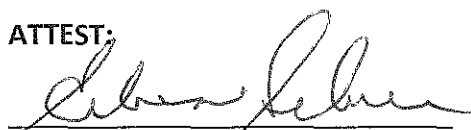
**THEREFORE, BE IT RESOLVED** by the Board of Supervisors that, as of 0900 hours on February 22, 2015 the limited state of emergency is declared to no longer be in effect.

**RESOLVED** 25<sup>th</sup> day of March 2015

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

  
Barry Moore, Chairman

**ATTEST:**

  
Eileen Silver, Secretary

RESOLUTION R-15- 14

**WHEREAS**, the Board of Supervisors of Northampton Township hereby finds that a disaster, (as defined in Act No. 32, of the 1978 Session of the Pennsylvania Legislature) has occurred (or is imminent) based upon the following facts and information:

A winter storm impacting the region has necessitated the use of contractors to support the Municipal Public Works Department in snow removal efforts. Timely snow removal from public streets is essential to the health, safety and welfare of our community.

**THEREFORE, BE IT RESOLVED**, by the said Board of Supervisors pursuant to and under the authority of the aforesaid Act, that local disaster/limited state of emergency is hereby declared effective March 5, 2015 at 1000 hours.

The Township Coordinator of Emergency Management is hereby directed to give prompt and general publicity to this Declaration, and also to file it promptly with the Bucks County Emergency Management Agency.

The Declaration shall activate any and all applicable local emergency management plans of the Township, and shall authorize the furnishing of aid and assistance hereunder.

**RESOLVED** this 25<sup>th</sup> day of March 2015.

**FURTHER, WHEREAS** the weather conditions as of 0130 hours, March 6, 2015 have now changed to a point that it was deemed no longer necessary to maintain a limited state of emergency.

**THEREFORE, BE IT RESOLVED** by the Board of Supervisors that, as of 0130 hours on March 6, 2015 the limited state of emergency is declared to no longer be in effect.

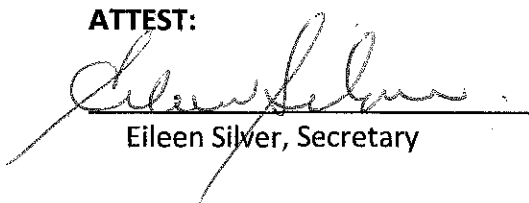
**RESOLVED** 25<sup>th</sup> day of March 2015

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**



Barry Moore, Chairman

**ATTEST:**



Eileen Silver, Secretary

RESOLUTION R-15- 15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP, BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AND SUBMITTING AN APPLICATION FOR TRAFFIC SIGNAL APPROVAL TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND TO SIGN THE APPLICATION ON BEHALF OF NORTHAMPTON TOWNSHIP

BE IT RESOLVED, by authority of the Board of Supervisors of Northampton Township, Bucks, County, and it is hereby resolved by authority of the same, that the Township Manager of Northampton Township be authorized and directed to execute the attached application for Traffic Signal Approval (Form TE-160) and submit it to the Pennsylvania Department of Transportation for review and approval.

BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP

ATTEST:

  
Eileen Silver, Secretary

  
Barry Moore, Chairman

(Municipal Seal)



RESOLUTION R-15- 116

**WHEREAS**, the Board of Supervisors of Northampton Township hereby finds that a disaster, (as defined in Act No. 32, of the 1978 Session of the Pennsylvania Legislature) has occurred (or is imminent) based upon the following facts and information:

A winter storm impacting the region has necessitated the use of contractors to support the Municipal Public Works Department in snow removal efforts. Timely snow removal from public streets is essential to the health, safety and welfare of our community.

**THEREFORE, BE IT RESOLVED**, by the said Board of Supervisors pursuant to and under the authority of the aforesaid Act, that local disaster/limited state of emergency is hereby declared effective March 20, 2015 at 1500 hours.

The Township Coordinator of Emergency Management is hereby directed to give prompt and general publicity to this Declaration, and also to file it promptly with the Bucks County Emergency Management Agency.

The Declaration shall activate any and all applicable local emergency management plans of the Township, and shall authorize the furnishing of aid and assistance hereunder.

**RESOLVED** this 22<sup>nd</sup> day of April 2015.

**FURTHER, WHEREAS** the weather conditions as of 1430 hours, March 21, 2015 have now changed to a point that it was deemed no longer necessary to maintain a limited state of emergency.

**THEREFORE, BE IT RESOLVED** by the Board of Supervisors that, as of 1430 hours on March 21, 2015 the limited state of emergency is declared to no longer be in effect.

**RESOLVED** 22<sup>nd</sup> day of April 2015

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**



Barry Moore, Chairman

**ATTEST:**



Eileen Silver, Secretary

**RESOLUTION R-15- 17**

**RESOLUTION TO AUTHORIZE FILING AN AGREEMENT WITH THE PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION TO AUTHORIZE ELECTRONIC ACCESS TO PENNDOT  
SYSTEMS AND TO AUTHORIZE THE APPROPRIATE OFFICERS OF THE TOWNSHIP TO  
EXECUTE ALL DOCUMENTS IN CONNECTION WITH THE AGREEMENT**

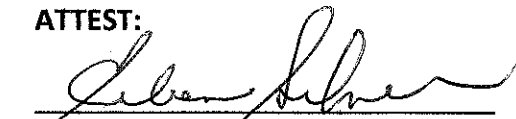
**BE IT RESOLVED**, by authority of the Board of Supervisors of Northampton Township, Bucks County, and it is hereby resolved by authority of the same, that Barry Moore, Chairman of the Northampton Township Board of Supervisors is authorized and directed to sign the attached agreement to authorize electronic access to the PENNDOT ECMS system, and;

**BE IT FURTHER RESOLVED**, that the Northampton Township Board of Supervisors does hereby designate Eileen Silver, Secretary of the Northampton Township Board of Supervisors as the official to attest all documents between Northampton Township and the Pennsylvania Department of Transportation in connection with the agreement.

**RESOLVED** by the Board of Supervisors of Northampton Township this 27<sup>th</sup> day of May 2015.

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

**ATTEST:**


  
Eileen Silver, Secretary

  
Barry Moore, Chairman

I, Robert Pellegrino, Township Manager of Northampton Township, do hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Northampton Township Board of Supervisors at a regular meeting held 27<sup>th</sup> day of May 2015.

**DATE:**

5/27/15

  
Robert M. Pellegrino, Manager

(Municipal Seal)



Agreement No: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

User ID Code: \_\_\_\_\_

AGREEMENT TO AUTHORIZE  
ELECTRONIC ACCESS TO PENNDOT SYSTEMS  
(POLITICAL SUBDIVISIONS)

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Commonwealth of Pennsylvania, acting through the Bureau of Project Delivery of the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

Northampton Township

(NAME OF APPLICANT)

55 Township Road, Richboro, PA 18954

(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

215-357-6800

(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the **Engineering and Construction Management System** (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities and to enter into contracts for this purpose, is willing to permit the APPLICANT to electronically submit technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects as part of the DEPARTMENT'S program to use the System; and

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §§ 511.1) authorizes the DEPARTMENT, through the Secretary of transportation, to enter into all necessary contracts and agreements with the proper agencies of any governmental, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will permit access to the System as the DEPARTMENT shall direct.

3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be liable for the items negligently submitted under one of its assigned User ID codes and for the negligent submissions, actions or omissions of anyone using a User ID code of the APPLICANT or the APPLICANT'S employee.

4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.

5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week. The DEPARTMENT will provide support only during normal business hours of the DEPARTMENT offices (7:30 AM until 4:30 PM.)

6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, the APPLICANT shall cease and shall cause its users to cease attempts to access the System.

7. The APPLICANT shall comply with the current versions of the following:

- Right to Know Law, attached as Exhibit A
- Contractor Integrity Provisions, attached as Exhibit B
- Americans with Disabilities Act, attached as Exhibit C
- Contractor Responsibility Provisions, attached as Exhibit D
- Nondiscrimination/Sexual Harassment Clause, attached as Exhibit E
- Offset Provision, attached as Exhibit F

8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

ATTEST:

Northampton Township  
(Print APPLICANT'S Name)

Eileen Silver 5/27/15  
(Signature) (Date)

Eileen Silver  
Print Name

Secretary  
(Title)

BY: [Signature] 5/27/15  
(Signature) (Date)

BARRY MOORE  
Print Name

Chairman  
(Title)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(DEPARTMENT Signatory and Date)

APPROVED AS TO LEGALITY AND FORM

BY: \_\_\_\_\_  
Chief Counsel DATE

Preapproved form:  
OGC No. 18-FA-28.0  
Approved OAG 05/06/2013

MAIL COMPLETED AGREEMENT TO:  
System Registration  
PA Department of Transportation  
Bureau of Project Delivery, Systems Management Section  
P.O. Box 3662  
Harrisburg, PA 17105-3662



## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Northampton  
(TOWNSHIP) (BOROUGH) (CITY), Bucks COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Emanuel & Rafael Kravci  
land developer

Spaeth Subdivision  
name of subdivision, and described in the attached Sewage Facilities Planning Module, and

proposes that such subdivision be served by: (check all that apply), ☒ sewer tap-ins, ☒ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify) \_\_\_\_\_

**WHEREAS**, Northampton Township  
municipality finds that the subdivision described in the attached

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township)

(Borough) (City) of Northampton hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

Eileen Silver (Signature), Secretary, Northampton Township

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 18, adopted, May 27, 2015.

Municipal Address:

Northampton Township  
55 Township Road  
Richboro, PA 18954  
Telephone 215 357 6800

Seal of  
Governing Body

RESOLUTION R-15- 19

**A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE  
COMMONWEALTH FINANCING AUTHORITY. REQUESTING A GREENWAYS,  
TRAILS, AND RECREATION PROGRAM (GTRP) GRANT AND AUTHORIZING  
THE APPROPRIATE OFFICERS OF THE TOWNSHIP TO EXECUTE ALL  
DOCUMENTS IN CONNECTION WITH THE APPLICATION.**

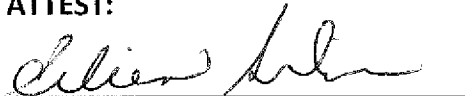
**BE IT RESOLVED**, that the Board of Supervisors of Northampton Township, Bucks County, hereby request a Greenways, Trails, and Recreation Program (GTRP) grant in the amount of \$90,000 from the Commonwealth Financing Authority for the Ironworks Creek Park Project.


**BE IT FURTHER RESOLVED**, that the Northampton Township Board of Supervisors does hereby designate Barry Moore, Chairman and Eileen Silver, Secretary of the Northampton Township Board of Supervisors as the officials to execute all documents and agreements between Northampton Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**RESOLVED by** the Board of Supervisors of Northampton Township this 24<sup>th</sup> day of June 2015.

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

**ATTEST:**

  
Eileen Silver, Secretary

  
Barry Moore, Chairman

(Municipal Seal)

RESOLUTION R-15- 20

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO ELECTRONICALLY OR OTHERWISE EXECUTE A COMMONWEALTH PERFORMANCE AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH PENNDOT'S LOCAL BRIDGE BUNDLING PROGRAM**

**WHEREAS**, the Northampton Township Board of Supervisors authorized participation on the Pennsylvania Department of Transportation Local Bridge Bundling Program by adopting Resolution R-15-17 on My 27, 2015, and

**WHEREAS**, the Local Bridge Bundling Program additionally requires the execution of an Agreement outlining the Commonwealth's and local Municipalities performance requirements for participation in the program, and

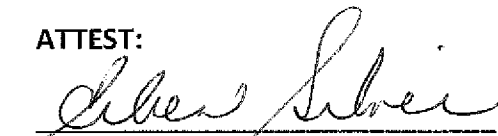
**WHEREAS**, the "Agreement for Commonwealth's Performance of Locally-Owned Multi-Bridge (Bridge Bundling) Projects" outlines the various responsibilities of the Commonwealth and Northampton Township for a project to replace the bridge on Willow Road over Iron Works Creek;

**NOW THEREFORE BE IT RESOLVED**, by authority of the Board of Supervisors of Northampton Township, Bucks, County, Pennsylvania that Robert M. Pellegrino, Township Manager, is authorized and directed to execute electronically or otherwise the attached Commonwealth Performance of Locally Owned Multi-Bridge Projects Agreement.

**RESOLVED** by the Board of Supervisors of Northampton Township this 22<sup>nd</sup> day of July 2015.

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

**ATTEST:**

  
Eileen Silver, Secretary

  
Barry Moore, Chairman



RESOLUTION R-15- 21

**A RESOLUTION OF THE NORHAMPTON TOWNSHIP BOARD OF SUPERVISORS,  
BUCKS COUNTY, PENNSYLVANIA AUTHORIZING PARTICIPATION IN THE  
2015 ROAD RESURFACING PROGRAM OF WHITPAIN TOWNSHIP,  
MONTGOMERY COUNTY, PENNSYLVANIA**

**WHEREAS**, Whitpain Township, Montgomery County, Pennsylvania publicly advertised and awarded bids for its 2015 Road Resurfacing Program, and

**WHEREAS**, Whitpain Township awarded said bids with the intention of opening the process to other municipalities that are current members of the Delaware Valley Consortiums or the Montgomery County Public Works Association, and


**WHEREAS**, Northampton Township qualifies for participation in the Whitpain Township 2015 road resurfacing program as a member of the Delaware Valley Consortiums and the Montgomery County Public Works Association and desires to participate in the Whitpain Township 2015 Road resurfacing Program for micro-surfacing application in the Tanyard Farms Development;

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of Northampton Township, Bucks, County, Pennsylvania that Northampton Township participate with Whitpain Township and other consortium communities in the 2015 Whitpain Township contract for road resurfacing which shall include micro-surfacing and other bituminous surface treatments and materials.

**RESOLVED** by the Board of Supervisors of Northampton Township this 22<sup>nd</sup> day of July 2015.

**BOARD OF SUPERVISORS  
NORTHAMPTON TOWNSHIP**

**ATTEST:**

  
Eileen Silver, Secretary

  
Barry Moore, Chairman

RESOLUTION R-15-22

**A RESOLUTION OF The BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP ADMINISTRATION TO FILE AN APPLICATION FOR A MULTI-MODAL TRANSPORTATION FUND GRANT WITH THE COMMONWEALTH FINANCING AUTHORITY FOR PRELIMINARY ENGINEERING DESIGN OF ROAD IMPROVEMENTS AT BUSTLETON PIKE AND SECOND STREET PIKE**

**WHEREAS**, the Board of Supervisors of Northampton Township desires to mitigate traffic congestion on Township roadways by periodically undertaking projects to improve roadway intersections or provide alternatives to existing traffic patterns by the construction of new roads, and

**WHEREAS**, the intersection of Bustleton Pike and Second Street Pike is identified as a location for intersection improvements including a possible extension of Township Road to relieve congestion at the intersection of Almshouse Road and Newtown-Richboro Road and by modifying the existing method of controlling traffic at the intersection, and

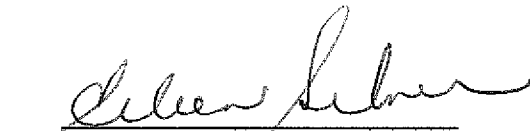
**WHEREAS**, grant funds are available from the Multi-modal Transportation Fund administered by the Commonwealth Financing Authority for engineering design and construction of road improvements, and

**WHEREAS**, the Board of Supervisors of Northampton Township wishes to obtain funds for preliminary design to extend Township Road and modify the Bustleton Pike and Second Street Pike intersection,

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors of Northampton Township hereby authorizes the Township Administration to file a Multimodal Transportation Fund Grant of \$350,000 from the Commonwealth Financing Authority to be used for preliminary engineering of road improvements at Bustleton Pike and Second Street Pike as part of an overall Road Improvement Plan for the Village of Richboro in Northampton Township.

**BE IT FURTHER RESOLVED**, that Robert M. Pellegrino, Township Manager is hereby designated as the official authorized to execute all documents between Northampton Township and The Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**RESOLVED** this 22<sup>nd</sup> Day of July 2015 by the Board of Supervisors of Northampton Township.

  
Eileen Silver, Secretary

NORTHAMPTON TOWNSHIP  
BOARD OF SUPERVISORS

  
Barry Moore, Chairman

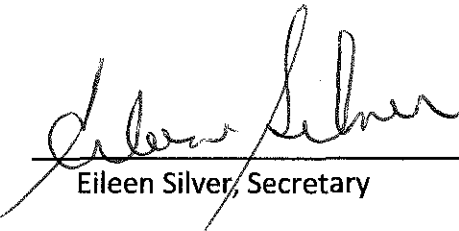
RESOLUTION NO. 2015-R- 23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON TOWNSHIP, BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, TO EXECUTE A 5 YEAR AGREEMENT FOR WINTER TRAFFIC SERVICES WITH THE DEPARTMENT OF TRANSPORTATION

**BE IT RESOLVED**, by the authority of the Board of Supervisors of Northampton Township, Bucks County, and it is hereby resolved by the authority of the same, that the Chairman of the Board of Supervisors of Northampton Township be authorized and directed to sign the attached agreement on its behalf.

**RESOLVED** by the Board of Supervisors of Northampton Township this 16th day September 2015.

**ATTEST:**

  
\_\_\_\_\_  
Eileen Silver, Secretary

**TOWNSHIP OF NORTHAMPTON  
BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Barry Moore, Chairman

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**WINTER TRAFFIC SERVICES 5 – YEAR**

**AGREEMENT NO** 3900037749  
**FID/SSN**  
**SAP VENDOR No.** 138764

**THIS AGREEMENT**, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH").

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

**WITNESSETH;**

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

**WHEREAS**, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of 2015; 2016; 2017; 2018; and 2019. (the "Winter Season" for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

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

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

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

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

## Municipal Winter Traffic Services Agreement

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 6 below.
4. The COMMONWEALTH shall pay the MUNICIPALITY, as consideration for the services contracted for in this Agreement, the total sum of the MUNICIPALITY's eligible actual costs incurred in providing the services under this Agreement, consisting of the items set forth in Paragraph 5 below. As evidence of its actual costs, the MUNICIPALITY shall submit to the COMMONWEALTH a completed Exhibit "E." The amount owed to the MUNICIPALITY shall be capped at the highest snow lane mile rate in the state for that winter season including the Severe Winter Adjustment.
5. Actual costs to the MUNICIPALITY that are eligible for payment shall consist of the following items: labor costs (consisting of salaries and employee overhead), equipment costs (rental costs), salt, salt brine and overhead. Any actual costs incurred by the MUNICIPALITY during the Winter Season shall be paid by the COMMONWEALTH in accordance with Paragraph 4 above.
6. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.
7. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(6)(b)(ii), relating to acts which may impose liability on local agencies.
8. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
9. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.
10. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement prior to the date of termination.

Municipal Winter Traffic Services Agreement

11. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.
12. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
13. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “C” and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions, the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.
14. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
15. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a completed Exhibit “E” with a unique identifying number. The unique number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
16. The DEPARTMENT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY’s performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.
17. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.

Municipal Winter Traffic Services Agreement

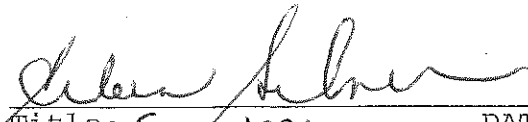
18. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31<sup>st</sup> before the start of the following winter season.
19. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.


**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY - Northampton Township

  
Title: Secretary  
Eileen Silver, DATE

BY   
Title: Chairman  
Barry Moore, DATE

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

DO NOT WRITE BELOW THIS LINE -- FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

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

APPROVED AS TO LEGALITY  
AND FORM

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

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

Contract No. \_\_\_\_\_, is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$ \_\_\_\_\_ for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-\_\_\_\_\_  
Appv'd OAG --/--/\_\_\_\_



3900037749

COUNTY

AGREEMENT #

MUNICIPALITY

YEAR 1 of 5

## WINTER SEASON

2015/2016

TOTAL COST:	\$37,906.00
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"B" rate/lane	<u>1,100.00</u>
"C" rate/lane	<u>1,100.00</u>
"D" rate/lane	<u>1,100.00</u>
"E" rate/lane	1,100.00

MILEAGE TOTALS:

17.23 LINEAR MILES

LANE MILES

MFC "B" 4.32

MFC "C"	22.10
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MFC "D"	8,04
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MFC "E"	0.00
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TOTAL: 34.46 LANE MILES

**ATTACHMENT "A"**

**MUNICIPAL WINTER TRAFFIC SERVICES AGREEMENTS RATE SCHEDULE**

Published by the

**COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF TRANSPORTATION**

**BUREAU OF MAINTENANCE AND OPERATIONS**

For use during Fiscal Year 2015/16

County	"C"	"D"/"E"	County	"C"	"D"/"E"	
Crawford	\$1,832.69	\$1,656.22	Bucks	\$874.24	\$874.24	
Erie	\$1,832.69	\$1,656.22	Chester	\$874.24	\$874.24	
Forest	\$1,302.14	\$1,137.21	Delaware	\$874.24	\$874.24	
Mercer	\$1,302.14	\$1,137.21	Montgomery	\$874.24	\$874.24	
Venango	\$1,302.14	\$1,137.21	Adams	\$874.24	\$710.48	
Warren	\$1,832.69	\$1,656.22	Cumberland	\$874.24	\$710.48	
Centre	\$1,241.02	\$1,079.54	Franklin	\$874.24	\$710.48	
Clearfield	\$1,302.14	\$1,137.21	York	\$874.24	\$710.48	
Clinton	\$1,241.02	\$1,079.54	Dauphin	\$874.24	\$710.48	
Cameron	\$1,241.02	\$1,079.54	Lancaster	\$874.24	\$710.48	
McKean	\$1,602.01	\$1,422.08	Lebanon	\$874.24	\$710.48	
Potter	\$1,400.18	\$1,224.86	Perry	\$1,062.24	\$886.94	
Mifflin	\$1,062.23	\$888.08	Bedford	\$1,062.24	\$886.94	
Elk	\$1,302.14	\$1,137.21	Blair	\$1,062.24	\$886.94	
Juniata	\$1,062.23	\$888.08	Cambria	\$1,745.02	\$1,583.56	
Columbia	\$1,062.23	\$888.08	Fulton	\$959.59	\$814.27	
Lycoming	\$1,241.02	\$1,079.54	Huntingdon	\$1,062.23	\$886.94	
Montour	\$1,062.23	\$888.08		\$1,745.02	\$1,583.56	
Northumberland	\$1,062.23	\$888.08	Armstrong	\$1,302.14	\$1,137.21	
Snyder	\$1,062.23	\$888.08	Butler	\$1,302.14	\$1,137.21	
Sullivan	\$1,241.02	\$1,079.54	Clarion	\$1,302.14	\$1,137.21	
Tioga	\$1,400.18	\$1,224.86	Indiana	\$1,302.14	\$1,137.21	
Union	\$1,062.23	\$888.08	Jefferson	\$1,302.14	\$1,137.21	
Bradford	\$1,400.18	\$1,224.86	"B"	"C"	"D"/"E"	
Lackawanna	\$1,400.18	\$1,224.86	Allegheny	\$1,596.25	\$1,302.14	\$1,137.21
Luzerne	\$1,400.18	\$1,224.86	Beaver	\$1,596.25	\$1,302.14	\$1,137.21
Pike	\$1,241.02	\$1,079.54	Lawrence	\$1,302.14	\$1,302.14	\$1,137.21
Susquehanna	\$1,400.18	\$1,224.86	"C"	"D"/"E"		
Wayne	\$1,241.02	\$1,079.54	Fayette	\$1,468.23	\$1,288.29	
Wyoming	\$1,241.02	\$1,079.54	Greene	\$1,302.14	\$1,137.21	
Berks	\$874.24	\$710.48	Washington	\$1,302.14	\$1,137.21	
Carbon	\$1,241.02	\$1,079.54	Westmoreland	\$1,468.23	\$1,288.29	
Lehigh	\$874.24	\$710.48				
Monroe	\$1,241.02	\$1,079.54	In the event MFC "B" roads are serviced by the Municipalities, they are to be paid at "C" rates (except 11-0)			
Northampton	\$874.24	\$710.48				
Schuylkill	\$1,062.23	\$888.08				

**NO MFC "A" ROADS ARE TO BE SERVICED BY MUNICIPALITIES!**

EXHIBIT "B"

**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 "C"

**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, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15<sup>th</sup> of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. 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.
7. 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.

## EXHIBIT "C"

## 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 "C"

**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"

## Submission Date:

State Road SLM Serviced:

Total Municipality SLM Serviced:

Representative's Phone:

COSTARS (Y/N): Cost per Ton of Salt:

Date \_\_\_\_\_

Date \_\_\_\_\_

### *Detail Fields*

Complete all fields above the expenditures table (gray fields).

If your organization is a COSTARS participant, the COSTARS price of salt (\$/Ton) is automatically factored into the Total Salt Cost.

If your organization is not a COSTARS participant, enter your price of salt (\$/Ton) in the Cost per Ton of Salt field following the COSTARS (Y/N) field.

"State Road SLM Serviced" refers to the number of lane-miles of state roads that are serviced by your organization within the municipality.

"Total Municipality SLM Serviced" refers to the number of total lane-miles that are serviced by your organization within the municipality.

### *Expenditures Table*

Costs by your organization for the servicing of all roads within the municipality are to be entered in the table.

Complete all columns left-to-right in the table: The "Total Salt Cost" and "Total Cost" fields are automatically calculated.

If events carry through two or more dates, start a new line for each subsequent date and enter costs only charged per each day.

### *Signature Fields*

A signature by an officer within the municipality is required for submittal.

Email the form to [hquinn@pa.gov](mailto:hquinn@pa.gov) for electronic filing (signed/scanned pdf or excel format).

RESOLUTION R-15-

24

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHAMPTON  
TOWNSHIP, BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA,  
AUTHORIZING APPLICATION TO THE 2015 PECO GREEN REGION OPEN  
SPACE PROGRAM FOR THE IRONWORKS CREEK PARK PROJECT**

**WHEREAS**, Northampton Township desires to undertake the Ironworks Creek Park Project; and

**WHEREAS**, Northampton Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and

**WHEREAS**, Northampton Township has received and understands the 2015 PECO Green Region Open Space Program Guidelines.

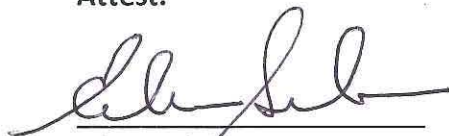
**THEREFORE, BE IT RESOLVED THAT**, Northampton Township Board of Supervisors hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of \$10,000; and

**BE IT FURTHER RESOLVED, THAT**, if the application is granted, Northampton Township commits to the expenditure of matching funds in the amount of \$10,000 necessary for the project's success.

**RESOLVED** this 29<sup>th</sup> day of October 2015

**Northampton Township  
Board of Supervisors**

**Attest:**

  
Eileen Silver, Secretary

  
Barry Moore, Chairman