LANSDALE
LIFE IN MOTION

AGENDA
LANSDALE BOROUGH COUNCIL MEETING
WEDNESDAY MARCH 16, 2016
1 Vine Street, Lansdale
7:00PM

1. **Meeting called to order by Council President, Denton Burnell**
2. **Pledge of Allegiance**
3. **Silent Meditation**
4. **Roll Call**
5. **President's Comments**
6. **Presentation:**
   - Business of the Month presented by Economic Development Committee
   - Johnson Controls, Inc. – DVRPC Street Light Procurement Program
   - SEPTA – parking garage construction plan
7. **Petitions**– Council may consider receiving written petitions. They may be read to a limit of five minutes being manifestly clear that there will be no verbal discussion or response to the petitions until that time designated for the hearing of persons later in the meeting.
8. **Lansdale residents to be heard on any item (five minutes)**
9. **Action Items:**

   A. **Councilman Van Dame -** Motion to approve the Treasurer's Report.

   B. **Councilman Van Dame -** Motion to approve the Bills over $1,000.00.

   C. **Councilman Van Dame -** Motion to approve the February Council meeting minutes.

   D. **Councilman Van Dame** – Motion to authorize payment #27 for work completed on the municipal complex project.

   E. **Councilman Van Dame** – Motion to adopt Ord. 1883 re: intergovernmental agreement with NPWA for sewer billing services.

   F. **Councilman Van Dame** – Motion to adopt Ord. 1884 re: intergovernmental agreement with NPWA for cost-sharing on Crestview Road project.

   G. **Councilman Van Dame** – Motion to adopt Ord. 1885 re: amending the code of ordinances to add Madison Street parking lot as a municipal parking lot and establish parking meter fees.

   H. **Councilman Van Dame** – Motion to adopt Res. 16-07 re: participate in DVRPC's Street Light Procurement Program.

   I. **Councilman Van Dame** – Motion to adopt Res. 16-08 re: appointing Chief Administrator and adopting professional services contract policy for the Police Pension Board of Trustees.

   J. **Vice President Fuller** – Motion to authorize the use of White's Road Park for St. John's Church Easter Sunrise Service.

K. **Councilman Work** – Motion to adopt Ord. 1886 re: handicapped parking space at 174 E. Second Street

L. **Councilman Work** – Motion to adopt Ord. 1887 re: establish no parking any time on a portion of East Fourth Street near Williamson Court.

M. **Councilman Work** – Motion to adopt Ord. 1888 re: amend Chapter 7, Sections 7-4, 7-5 and 7-6 of the Civil Service Code.

N. **Councilman Malagari** – Motion to approve change order #1 for work completed on the 9th Street Station Off-site Improvements Project.

O. **Councilman Malagari** – Motion to authorize payment #2 to Marino Corporation for work completed on the 9th Street Station Off-site Improvements Project.

P. **Councilman Malagari** – Motion to authorize payment #10 to Laffredo Construction Company for work completed on the 2013 Roads Program (Utilities) – Phase 1.

Q. **Councilman Malagari** – Motion to approve change order #3 for work completed on the Perkiomen Avenue Reconstruction project.

R. **Councilman Malagari** – Motion to authorize payment #4 to Bencardino Excavating for work completed on the Perkiomen Avenue Reconstruction project.

S. **Councilman Malagari** – Motion to approve change order #2 for work completed on the 2014 CDBG Road Program, E. 3rd Street.

T. **Councilman Malagari** – Motion to authorize payment #2 (final) to SJM Construction Company for work completed on the 2014 CDBG Program, E. 3rd Street.

U. **Councilman Malagari** – Motion to authorize payment #14 to Blooming Glen Contractors for work completed on the WWTP Capacity Upgrade project.

V. **Councilman Malagari** – Motion to execute a consent Assessment of Civil Penalty and authorize payment to DEP.

W. **Councilman Malagari** – Motion to advertise an ordinance to amend the Borough's Floodplain ordinance.

X. **Councilman Van Dame** – Motion to appoint Chris Milheim to Lansdale's Planning Commission.

Y. **Councilman Van Dame** – Motion to appoint Bruce Schwartz to Lansdale's Economic Development Committee.

Z. **Councilman Van Dame** – Motion to appoint Ray Liberto to Lansdale's Economic Development Committee.

AA. **Councilman Van Dame** – Motion to appoint Richard Strahm to Lansdale's Economic Development Committee.

BB. **Councilman Van Dame** – Motion to appoint Ellen Foulke to Lansdale's Economic Development Committee.

10. Information Items

A. Mayor's Report

B. Solicitor's Report

C. Borough Manager's Report

D. Comments for the good of Council

11. Old Business

12. New Business

13. Adjournment

*****The Work Session of Lansdale Borough Council will be held on Wednesday, April 6, 2016 at 9:00pm.*** *This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.*

****** The Business Meeting of Lansdale Borough Council will be held on Wednesday, April 20, 2016 at 7:00pm.*** *This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.*

No.: A

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve the Treasurer's Report for the month of February, which shows the expenditures listed on the attachment.

Presented by: Van Dame

Seconded by:

Draft

BOROUGH OF LANSDALE
TREASURER'S REPORT
AS OF FEBRUARY 29, 2016

TD Bank		
Operating Account		$ 3,273,610.92
ACH Deposit Account		19,858.81
Credit Card Deposit Account		161,394.56
Payroll Account		30,081.99
Univest		
Utility Payment Lockbox Account		99,682.49
Parking Meter Collections		644,890.83
Reserves		7,434,536.78
PLGIT		745.78
US Bank		3,451,537.81
PLUS:	Deposit in Transit (TD Bank)	$ 25,049.57
	Deposit in Transit (Credit Cards)	60,653.47
LESS:	Outstanding Checks - Accounts Payable	(1,137,052.27)
	Outstanding Checks - Payroll	(10,280.75)
Cash In Bank		**$ 14,054,709.99**
Beginning Balance		$ 13,472,511.72
ADD:	Receipts/Transfers	7,636,974.62
LESS:	Disbursements/Transfers	(7,054,776.35)
Ending Balance - Total per Borough		**$ 14,054,709.99**

No.: B

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve the bills $1,000.00 and over as per the attachment.

Presented by: Van Dame

Seconded by:

Draft

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Executive	General Fund	LIBERTY PRINTING & OFFICE	2/19/16	CUSTOM FOLDERS/ PRESS LAYO	1,215.00
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	9,624.72
		COMCAST BUSINESS	2/09/16	01-16 COMCAST PHONE SVC	2,948.16
			2/19/16	02-16 COMCAST PHONE SVC	1,055.83
				TOTAL:	14,843.71
Financial Administrati	General Fund	MAILLIE FALCONIERO & CO. LLP	2/19/16	PROCESS BILLING FOR 2015 A	3,000.00
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	5,077.78
		COMCAST BUSINESS	2/09/16	01-16 COMCAST PHONE SVC	2,948.16
			2/19/16	02-16 COMCAST PHONE SVC	1,055.83
				TOTAL:	12,081.77
Legal Services	General Fund	WISLER PEARLSTINE, LLP	2/19/16	Madison Lot/SEPTA	1,903.00
			2/19/16	*Parking Garage - SEPTA	3,180.00
			2/19/16	SEPTA/Liberty Bell Trail	1,814.00
		LAW OFFICE OF SEAN KILKENNY	2/19/16	General Representation	2,349.00
			2/19/16	General Representation	1,116.50
				TOTAL:	10,362.50
General Administration	General Fund	21ST CENTURY MEDIA- PHILLY CLUSTER	2/19/16	BALANCE DUE ON INV#775071	1,190.00
			2/19/16	BALANCE DUE ON INV#791886	1,190.00
				TOTAL:	2,380.00
Information Technology	General Fund	21ST CENTURY MEDIA- PHILLY CLUSTER	2/19/16	AD	1,024.00
		ALL COVERED	2/19/16	COMPUTER SER/ONSITE SYS AD	1,113.75
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	3,777.73
		SCANTEK	2/19/16	DOCUMENT MNGMT SVC	1,089.00
			2/19/16	Document MGMT Service	1,053.90
		BAE SYSTEMS	2/19/16	01-16 ARCHIVE BILLING	1,220.49
			2/19/16	02-16 ARCHIVE BILLING	1,294.00
		BAE SYSTEMS APPLIED INTELLIGENCE	2/19/16	01-16 ARCHIVE BILLING	1,280.51
				TOTAL:	11,853.38
Buildings and Grounds	General Fund	PECO ENERGY	2/19/16	01-16 GAS- POLICE	1,541.74
			2/19/16	01-16 GAS- BORO HALL	1,179.38
		GRASS CUTTERS PLUS LLC	2/09/16	SIDEWALK SNOW REMOVAL1/22-	3,215.00
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	5,749.32
				TOTAL:	11,685.44
Police Services	General Fund	VERIZON WIRELESS	2/19/16	01/15 CELLUAR PHONE USUAGE	1,892.30
		PA CHIEFS OF POLICE ASSN	2/19/16	CIVIL SVC COMMISS WRITTEN	1,592.50
		STANDARD INSURANCE CO.	2/24/16	02 - LIFE/STD/LTD INSUR PR	1,342.91
		TASER INTERNATIONAL	2/19/16	HANDLES - POLICE	1,571.38
		ALL COVERED	2/19/16	01-16 Computer Service	1,985.00
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	63,780.69
		VERIZON	2/19/16	TELEPHONE - POLICE	1,605.09
		COMMONWEALTH OF PA	2/19/16	UNCLAIMED PROPERTY-POLICE	1,863.72
		COMCAST BUSINESS	2/09/16	01-16 COMCAST PHONE SVC	3,986.84
			2/19/16	02-16 COMCAST PHONE SVC	1,427.81
		CELLEBRITE	2/19/16	YEARLY RENEWAL - CELEBRITE	3,098.99
		H-11 DIGITAL FORENSICS COMPANY	2/23/16	TRAINING- BRUCKNER	2,495.00
				TOTAL:	86,642.23
Code Enforcement & Zon	General Fund	REMINGTON VERNICK & BEACH	2/09/16	ANDALE GREEN LAND DEV	7,202.77
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	13,875.45
		COMCAST BUSINESS	2/09/16	01-16 COMCAST PHONE SVC	2,948.16

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			2/19/16	02-16 COMCAST PHONE SVC	1,055.83
				TOTAL:	25,082.21
Public Works	General Fund	DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	20,450.44
				TOTAL:	20,450.44
Street Cleaning	General Fund	REPUBLIC SERVICES #320	2/09/16	02-16 REFUSE- FEBRUARY	2,290.83
		U.S. MUNICIPAL SUPPLY,INC	2/09/16	RUBBER FLAP L&R SHOE	1,634.68
				TOTAL:	3,925.51
Fleet Maintenance Serv	General Fund	CLYDE S WALTON	2/19/16	GAS - POLICE	1,969.37
		PV TRANSPORT	2/19/16	HYDRAULIC SYSTEM/WHEELS	1,320.81
				TOTAL:	3,290.18
Road & Bridge Maintena	General Fund	B & H INDUSTRIES, INC	2/09/16	WELD ENDS FOR BARRICADES	4,480.00
				TOTAL:	4,480.00
Library	General Fund	DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	12,793.62
				TOTAL:	12,793.62
Insurance	General Fund	UNIVEST INSURANCE, INC.	2/19/16	FIRE DEPT AUTO INSURANCE	2,194.00
		CHUBB GROUP OF INSURANCE COMPANIEA	2/19/16	BOILER & MACHINERY INSURAN	5,596.17
		SELECTIVE INSURANCE COMPANY OF AMERICA	2/19/16	01-16 PACKAGE INSTALLMENT	23,636.46
				TOTAL:	31,426.63
Legal Services	Parking Fund	WISLER PEARLSTINE, LLP	2/19/16	General Representation	1,187.00
				TOTAL:	1,187.00
NON-DEPARTMENTAL	Electric Fund	RUMSEY ELECTRIC CO	2/19/16	400 ALCU TAP CONNECT	1,018.12
		VALLEY POWER INC	2/09/16	POLY NLB CUT OUT	1,860.00
				TOTAL:	2,878.12
Information Technology	Electric Fund	ELSTER SOLUTIONS, LLC	2/19/16	ELSTER TRAINING & CONSULTI	8,253.81
		ALL COVERED	2/19/16	COMPUTER SER/ONSITE SYS AD	2,010.00
		TYLER TECHNOLOGIES, INC	2/09/16	TRANSACTION FEES-UTILITY B	8,330.00
		TELE-WORKS, INC	2/09/16	UTIL WORKR ANN FEE 3/1-2/2	9,792.00
				TOTAL:	28,385.81
Engineering	Electric Fund	PENNONI ASSOCIATES INC.	2/19/16	GENERAL TRAFFIC ENGINEERIN	11,681.50
			2/19/16	GENERAL TRAFFIC ENGINEERIN	29,893.84
		UTILITY ENGINEERS INC	2/19/16	GENERAL SERVICES	9,627.28
			2/19/16	GENERAL SERVICES	1,850.00
				TOTAL:	53,052.62
Buildings and Grounds	Electric Fund	SUPERIOR PLUS ENERGY SVCS INC	2/19/16	HEATING OIL - 649 W 9TH ST	1,522.99
				TOTAL:	1,522.99
Administration	Electric Fund	LIBERTY PRINTING & OFFICE	2/19/16	ELECTRIC/SEWER BILLING	2,700.00
		STANDARD INSURANCE CO.	2/24/16	02 - LIFE/STD/LTD INSUR PR	1,886.39
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	30,275.72
		MAILROOM SYSTEMS INC	2/09/16	ELECTRIC/ SEWER POSTAGE	1,978.90
			2/19/16	ELECTRIC POSTAGE	3,500.00
				TOTAL:	40,341.01
Street Lighting	Electric Fund	VALLEY POWER INC	2/19/16	LED COBRA HEAD	1,680.00
				TOTAL:	1,680.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Fleet Maintenance Serv	Electric Fund	ALTEC INDUSTRIES INC.	2/09/16	SHEAVES,BRCKTS, LABOR-VEH#	1,051.41
				TOTAL:	1,051.41
Electric System	Electric Fund	ALLEGHENY ELECTRIC COOP	2/09/16	01-16 MONTHLY ELECTRIC	19,983.54
		DOWNES ASSOCIATES, INC	2/09/16	TECHNICAL SERVICES- ELEC	5,086.43
		RUMSEY ELECTRIC CO	2/19/16	TRIPLEX 4/3 PKWNKLE 4X500	1,305.00
		AMERICAN MUNICPAL POWER	2/19/16	02-16 MONTHLY ELECTRICITY	860,996.87
		VALLEY POWER INC	2/19/16	SURGE ARRESTER	1,129.50
		WESCO DISTRIBUTION INC	2/19/16	TRANSFORMERS-ELM TERRACE	1,890.87
				TOTAL:	890,392.21
Insurance	Electric Fund	CHUBB GROUP OF INSURANCE COMPANIEA	2/19/16	BOILER & MACHINERY INSURAN	15,580.98
		SELECTIVE INSURANCE COMPANY OF AMERICA	2/19/16	01-16 PACKAGE INSTALLMENT	21,847.74
				TOTAL:	37,428.72
Engineering	Sewer Fund	BURSICH ASSOCIATES INC	2/19/16	EVALUATE RIDGE ST P/S	2,829.50
				TOTAL:	2,829.50
Wastewater Collection	Sewer Fund	AMERIGAS	2/19/16	PROPANE-652 W 9TH	1,529.76
		BUCKMAN'S	2/19/16	HYPOCHLORITE SOLUTION	1,270.00
			2/19/16	HYPOCHLORITE SOLUTION	1,352.55
		DOWNES ASSOCIATES, INC	2/09/16	WWTP GENERATOR LOAD TEST	1,285.00
			2/19/16	WWTP-SWITCHGEAR MAINT	1,128.72
		HACH COMPANY	2/19/16	REFRIGERATED SAMPLER	5,671.52
		LRM	2/19/16	PROMINENT PUMP	1,391.00
		HATFIELD TOWNSHIP	2/19/16	02-16 SLUDGE HAULING	4,608.00
		QUALITY ROOFING SUPPLY CO	2/09/16	ROOFING SUPPLIES/REPAIRS	1,681.70
		SUPERIOR PLUS ENERGY SVCS INC	2/19/16	HEATING FUEL-652 W 9TH ST	2,170.30
		WATER COOLING CORPORATION	2/19/16	WATCO SUPPLIES - WWTP	2,047.05
		INSTRUMENTAL CONTROL & ENERGY ENGINEER	2/19/16	WWTP HVAC STUDY	3,116.14
				TOTAL:	27,251.74
Administration	Sewer Fund	STANDARD INSURANCE CO.	2/24/16	02 - LIFE/STD/LTD INSUR PR	1,492.44
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	30,657.90
				TOTAL:	32,150.34
Fleet Maintenance Serv	Sewer Fund	BERGEY'S	2/19/16	EGR VALVE & COOLER CLOG #1	1,508.99
		DEL-VAL INTERNATIONAL	2/09/16	REPAIRS TRUCK #21	2,866.75
				TOTAL:	4,375.74
Insurance	Sewer Fund	CHUBB GROUP OF INSURANCE COMPANIEA	2/19/16	BOILER & MACHINERY INSURAN	2,734.24
		SELECTIVE INSURANCE COMPANY OF AMERICA	2/19/16	01-16 PACKAGE INSTALLMENT	14,673.04
				TOTAL:	17,407.28
Fleet Maintenance Serv	Parks and Recreati	OLD FORGE MOTOR CARS INC	2/09/16	FORD ESCAPTE REPR- VEH#36	1,525.09
				TOTAL:	1,525.09
Recreation Administrat	Parks and Recreati	GILL ASSOCIATES	2/09/16	PRINT- MEMBSHP CARDS & LAB	2,991.50
		LIBERTY PRINTING & OFFICE	2/09/16	CUSTOM PRINTING, ART SETUP	1,033.20
		DELAWARE VALLEY HEALTH INSURANCE	2/09/16	02/2016- HEALTH INSU PREMI	11,427.74
				TOTAL:	15,452.44
Participant Recreation	Parks and Recreati	VIVA COMMUNITY FITNESS LLC	2/19/16	YOGA & ZUMBA INSTRUCTOR	1,638.40
				TOTAL:	1,638.40
Insurance	Parks and Recreati	CHUBB GROUP OF INSURANCE COMPANIEA	2/19/16	BOILER & MACHINERY INSURAN	1,079.94

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		SELECTIVE INSURANCE COMPANY OF AMERICA	2/19/16	01-16 PACKAGE INSTALLMENT	6,416.08
				TOTAL:	7,496.02
Legal Services	Downtown Revit Fun	LAW OFFICE OF SEAN KILKENNY	2/19/16	General Representation	1,087.50
				TOTAL:	1,087.50
Executive	Capital Fund	UTILITY ENGINEERS INC	2/09/16	LION SWITCHGEAR REPLACEMEN	6,200.00
				TOTAL:	6,200.00
Information Technology	Capital Fund	CITIZENS BANK	2/19/16	PURCHASING CARD JAN- B POS	1,093.95
		APPLIED VIDEO TECHONOLOGY, INC	2/19/16	AUDIO VISUAL EQUIP- WWTP	2,608.00
				TOTAL:	3,701.95
Engineering	Capital Fund	LAFFREDO CONSTRUCTION	2/23/16	2013 ROADS PROGRAM	19,134.22
		BERCARDINO EXCAVATING	2/23/16	PAYMENT#3 PERKIOMEN AVE	102,562.74
				TOTAL:	121,696.96
Buildings and Grounds	Capital Fund	SPIEZLE ARCHITECTURAL GROUP, INC	2/19/16	COMBINED MUNICIPAL BUILDIN	1,157.02
		GORDON H BAVER, INC	2/23/16	PAYMENT#26 MUNCIPAL COMPLE	69,125.57
				TOTAL:	70,282.59
Wastewater Collection	Capital Fund	EARTH ENGINEERING INC	2/19/16	WWTP - LV INSPECTION	1,189.00
		EVOQUA WATER TECHNOLOGIES LLC (SIEMENS	2/19/16	EXTERNALIFT SCREW PUMP	5,043.80
		BLOOMING GLEN CONTRACTORS	2/09/16	PYMT #12-WWTP CAPACITY UPG	187,756.72
			2/23/16	WWTP CAPACITY UPGRADE	150,544.18
		HAZEN & SAWYER, P.C.	2/19/16	WWTP CAPACITY UPGRADE	4,711.27
			2/19/16	WWTP CAPACITY UPGRADE	2,650.86
		ATC GROUP SERVICES	2/19/16	WWTP CAPACITY UPGRADE	10,557.03
				TOTAL:	362,452.86
Electric System	Capital Fund	T & R ELECTRIC SUPPLY CO	2/19/16	TRANSFORMER	4,300.00
		CARGO TRAILER SALES INC	2/19/16	FIBER OPTIC SPLICING TRAIL	24,000.00
		SCHAEDLER YESCO	2/19/16	CIRCUIT BREAKERS	28,100.00
		PROBEWELL	2/19/16	Portable Wh Meter tester	9,210.00
				TOTAL:	65,610.00
Snow & Ice Removal	Highway Aid Fund	PK MOYER & SONS INC	2/19/16	SNOW PLOWING 1/23, 1/24, 1	25,240.26
		OCEANPORT	2/19/16	DEICING SALT - PW	5,028.22
			2/19/16	DEICING SALT	8,035.12
		MORTON SALT	2/09/16	DEICING SALT (COSTARS CONT	8,904.49
			2/09/16	DEICING SALT (COSTARS CONT	5,260.67
			2/19/16	SALT	7,449.28
			2/19/16	SALT	1,488.05
				TOTAL:	61,406.09

No.: C

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that Borough Council approve the following meeting minutes:

Work Session: February 3, 2016

Business Meeting: February 17, 2016

Presented by: Van Dame

Seconded by:

Draft

No.: D

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council authorize Payment #27 in the amount of $31,820.07 to Gordon H. Baver, Inc. for work completed on the municipal complex building per the recommendation Spiezle Architectural Group, Inc. This project is being funded through the 2012 General Obligation Bond.

Presented by: Van Dame

Seconded by:

Draft

spiezle
ARCHITECTURAL GROUP

SPIEZLE ARCHITECTURAL GROUP, INC.

321 W. State Street
Media, PA 19063

866-974-7666

www.spiezle.com

February 24, 2016

Jake Ziegler
Interim Borough Manager
645 W. 9th Street
Lansdale, PA 19446

Re: Lansdale Borough Hall / Police Building
Spiezle 13M004
Gordon H. Baver – Payment Application No. 27

Dear Jake:

Payment Application No. 27, in the amount of $31,820.07 is attached. Spiezle Architectural Group, Inc. has certified this application for payment and recommends that the Borough process it at the next Council Meeting.

Please call if you have any questions.

Scott L. Malin, AIA, PP, LEED™ *ap*
Senior Associate

Attachments
Pay App 27, signed by Spiezle

CC: John Ernst, Borough of Lansdale

Draft

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: BOROUGH OF LANSDALE
ONE VINE STREET

LANSDALE PA 19446

PROJECT: LANSDALE MUNICIPAL BUILDING
1 VINE STREET
LANSDALE, PA

APPLICATION NO: 27
PERIOD ENDING : 02/15/16

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: GORDON H. BAVER, INC.
187 WEST EIGHTH STREET
PENNSBURG PA 18073

VIA: SPIEZLE ARCHITECTURAL GROUP
321 WEST STATE STREET

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: MUNICIPAL BUILDING

CONTRACT DATE: 11/15/13

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
Total	675,932.65	.00
Approved This Month		
Number Date		
Totals	675,932.65	.00
et change by Change Orders	675,932.65	

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 10,898,125.00
2. NET CHANGE BY CHANGE ORDERS ..... $ 675,932.65
3. CONTRACT SUM TO DATE (Line 1+2) ..... $ 11,574,057.65
4. TOTAL COMPLETED & STORED TO DATE ..... $ 11,512,572.14
   (Column G on G703)
5. RETAINAGE
   a. 2.00 % of Completed Work
      (Column D+E on G703)
   b. 2.00 % of Stored Material
      (Column F on G703)
   Total Retainage (Line 5a + 5b or
      Total in Column I of G703) ..... $ 230,251.44
6. TOTAL EARNED LESS RETAINAGE ..... $ 11,282,320.70
   (Line 4 less Line 5 total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 11,250,500.63
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... $ 31,820.07
9. BALANCE TO FINISH, PLUS RETAINAGE ..... $ 291,736.95

e undersigned contractor certifies that to the best the contractor's knowledge, information and belief work covered by this Application for Payment has n completed in accordance with the contract uments, that all amounts have been paid by the tractor for work for which previous Certificates Payment were issued and payments received from owner, and that current payment shown herein is due.

Gordon H. Baver, Inc.
RACTOR: David G. Baver, President

Date: 2/22/2016

State of: Pennsylvania County of: Montgomery

Subscribed and sworn to before me this 23rd day of February 2016

Notary Public:

My commission expires: 7/28/16

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia Ann Baver, Notary Public
Pennsburg Boro, Montgomery County
My Commission Expires July 28, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ITECT'S CERTIFICATE FOR PAYMENT

ccordance with the contract documents, based on lte observations and the data comprising the application, the architect certifies to the that to the best of the architect's knowledge, mation and belief the work has progressed as ated, the quality of the work is in accordance the contract documents, and the contractor is led to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 31,820.07

ARCHITECT:

By: Date: 2/24/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or contractor under this contract.

Draft

Job Number: 1324 LANSDALE MUNICIPAL BUILDING
Project #:

Application No.:
Invoice Number : 1991

Period From:
Thru:

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	----WORK COMPLETED---- PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
CT	CONTRACT								
001	BONDS	74,175.00	74,175.00	.00	.00	74,175.00	200	.00	1,483.50
002	GENERAL CONDITIONS	76,719.00	76,719.00	.00	.00	76,719.00	100	.00	1,534.38
003	SURVERY & LAYOUT	23,500.00	23,500.00	.00	.00	23,500.00	100	.00	470.00
004	TEMPORARY PROTECTION	18,500.00	18,500.00	.00	.00	18,500.00	100	.00	370.00
005	TEMPORARY CLEAN/DUMPSTER	29,000.00	29,000.00	.00	.00	29,000.00	100	.00	580.00
006	CLOSEOUT DOCUMENTS	3,500.00	2,800.00	.00	.00	2,800.00	80	700.00	56.00
007	AS BUILTS	600.00	300.00	.00	.00	300.00	50	300.00	6.00
008	FINAL CLEANING	25,000.00	25,000.00	.00	.00	25,000.00	100	.00	500.00
009	SUPERVISION	220,101.00	220,101.00	.00	.00	220,101.00	100	.00	4,402.02
010	SITE EARTHWORKS - LABOR	153,500.00	153,500.00	.00	.00	153,500.00	100	.00	3,070.00
011	SITE EARTHWORKS-MATERIAL	394,700.00	394,700.00	.00	.00	394,700.00	100	.00	7,894.00
012	STRUCTURAL DEMO-PHASE I	187,939.00	187,939.00	.00	.00	187,939.00	100	.00	3,758.78
013	BUILDING EARTHWORK-LABOR	48,615.00	48,615.00	.00	.00	48,615.00	100	.00	972.30
014	BUILDING EARTHWORK	20,000.00	20,000.00	.00	.00	20,000.00	100	.00	400.00
015	SHORING	82,037.00	82,037.00	.00	.00	82,037.00	100	.00	1,640.74
016	SITE CONCRETE-LABOR	32,000.00	32,000.00	.00	.00	32,000.00	100	.00	640.00
017	SITE CONCRETE-MATERIALS	82,193.00	82,193.00	.00	.00	82,193.00	100	.00	1,643.86
018	UNIT PAVING-LABOR	10,732.00	10,732.00	.00	.00	10,732.00	100	.00	214.64
019	UNIT PAVING-MATERIALS	16,000.00	16,000.00	.00	.00	16,000.00	100	.00	320.00
020	SITE FURNISHINGS-LABOR	4,816.00	4,816.00	.00	.00	4,816.00	100	.00	96.32
021	SITE FURNISHINGS-MATERIAL	30,000.00	30,000.00	.00	.00	30,000.00	100	.00	600.00
022	FENCES & GATES-LABOR	4,675.00	4,675.00	.00	.00	4,675.00	100	.00	93.50
023	FENCES & GATES-MATERIAL	14,000.00	14,000.00	.00	.00	14,000.00	100	.00	280.00
024	LANDSCAPING-LABOR	24,009.00	24,009.00	.00	.00	24,009.00	100	.00	480.18
025	LANDSCAPING-MATERIALS	45,000.00	45,000.00	.00	.00	45,000.00	100	.00	900.00
026	TRELLIAGE-SHOP/SUBMITTALS	500.00	500.00	.00	.00	500.00	100	.00	10.00
027	TRELLIAGE-LABOR	8,350.00	8,350.00	.00	.00	8,350.00	100	.00	167.00
028	TRELLIAGE-MATERIALS	15,000.00	15,000.00	.00	.00	15,000.00	100	.00	300.00
029	ASBESTOS-PHASE I	14,616.00	14,616.00	.00	.00	14,616.00	100	.00	292.32
030	ASBESTOS-PHASE II	20,900.00	20,900.00	.00	.00	20,900.00	100	.00	418.00
031	CAST IN PLACE CONCRETE-LABOR	250,300.00	250,300.00	.00	.00	250,300.00	100	.00	5,006.00
032	CAST IN PLACE CONCRETE-MATERI	166,863.00	166,863.00	.00	.00	166,863.00	100	.00	3,337.26
033	CEMENT UNDERLAYMENT-LABOR	10,800.00	10,800.00	.00	.00	10,800.00	100	.00	216.00
034	CEMENT UNDERLAYMENT-MATERIAL	7,208.00	7,208.00	.00	.00	7,208.00	100	.00	144.16
035	MASONRY RESTORE	45,020.00	45,020.00	.00	.00	45,020.00	100	.00	900.40
036	UNIT MASONRY - LABOR	536,400.00	536,400.00	.00	.00	536,400.00	100	.00	10,728.00
037	UNIT MASONRY-MATERIAL	197,052.00	197,052.00	.00	.00	197,052.00	100	.00	3,941.04
038	CAST STONE	15,720.00	15,720.00	.00	.00	15,720.00	100	.00	314.40
039	STRUCTUAL STEEL-SHOPS	31,600.00	31,600.00	.00	.00	31,600.00	100	.00	632.00
040	STRUCTUAL STEEL & FABRICATION	490,450.00	490,450.00	.00	.00	490,450.00	100	.00	9,809.00
041	JOIST & DECK	46,360.00	46,360.00	.00	.00	46,360.00	100	.00	927.20
042	STRUCTURAL STEEL-INSTALLATION	168,243.00	168,243.00	.00	.00	168,243.00	100	.00	3,364.86
043	MISCELLANEOUS STEEL	51,123.00	51,123.00	.00	.00	51,123.00	100	.00	1,022.46
044	GLASS RAILING	55,025.00	55,025.00	.00	.00	55,025.00	100	.00	1,100.50
045	ROUGH CARPENTRY-LABOR	17,000.00	17,000.00	.00	.00	17,000.00	100	.00	340.00
046	ROUGH CARPENTRY-MATERIALS	9,316.00	9,316.00	.00	.00	9,316.00	100	.00	186.32
047	WOOD TRIM (SALVAGE)-LABOR	26,000.00	26,000.00	.00	.00	26,000.00	100	.00	520.00
048	WOOD TRIM(SALVAGE)-MATERIALS	6,066.00	6,066.00	.00	.00	6,066.00	100	.00	121.32
049	FINISH CARPENTRY-LABOR	21,000.00	21,000.00	.00	.00	21,000.00	100	.00	420.00
050	FINISH CARPENTRY-MATERIAL	15,043.00	15,043.00	.00	.00	15,043.00	100	.00	300.86
051	BITUMOUS DAMPPROOFING-LABOR	2,760.00	2,760.00	.00	.00	2,760.00	100	.00	55.20
052	BITUMINOUS DAMPPROOFING-MTLS	1,842.00	1,842.00	.00	.00	1,842.00	100	.00	36.84
053	SHEET WATERPROOFING-LABOR	2,370.00	2,370.00	.00	.00	2,370.00	100	.00	47.40
054	SHEET WATERPROOFING-MATERIAL	1,581.00	1,581.00	.00	.00	1,581.00	100	.00	31.62
055	PENTRATION FIRESTOP-LABOR	5,800.00	5,800.00	.00	.00	5,800.00	100	.00	116.00

Draft

Job Number:: 1324 LANSDALE MUNICIPAL BUILDING
Project # :

Application No.:
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Thru:

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056	PENTRATION FIRESTOP-MATERIAL	5,655.00	5,655.00	.00	.00	5,655.00	100	.00	113.10
057	THERMAL INSULATION-LABOR	8,000.00	8,000.00	.00	.00	8,000.00	100	.00	160.00
058	THERMAL INSULATION-MATERIAL	11,984.00	11,984.00	.00	.00	11,984.00	100	.00	239.68
059	APPLIED FIREPROOFING-LABOR	1,200.00	1,200.00	.00	.00	1,200.00	100	.00	24.00
060	APPLIED FIREPROOFING-MATERIAL	3,302.00	3,302.00	.00	.00	3,302.00	100	.00	66.04
061	AIR MEMBRANE-LABOR	17,770.00	17,770.00	.00	.00	17,770.00	100	.00	355.40
062	AIR MEMBRANE-MATERIAL	11,843.00	11,843.00	.00	.00	11,843.00	100	.00	236.86
063	METAL WALL/ROOF PNLS-ENGINEER	15,800.00	15,800.00	.00	.00	15,800.00	100	.00	316.00
064	METAL WALL/ROOF PANELS-FABRIC	42,100.00	42,100.00	.00	.00	42,100.00	100	.00	842.00
065	METAL WALL/ROOF PANELS-LABOR	117,170.00	117,170.00	.00	.00	117,170.00	100	.00	2,343.40
066	METAL WALL/ROOF PANELS-MTLS	195,000.00	195,000.00	.00	.00	195,000.00	100	.00	3,900.00
067	EPDM ROOFING-LABOR	118,950.00	118,950.00	.00	.00	118,950.00	100	.00	2,379.00
068	EPDM ROOFING-MATERIALS	224,480.00	224,480.00	.00	.00	224,480.00	100	.00	4,489.60
069	JOINT SEALANT-LABOR	13,205.00	13,205.00	.00	.00	13,205.00	100	.00	264.10
070	JOINT SEALANTS-MATERIALS	6,504.00	6,504.00	.00	.00	6,504.00	100	.00	130.08
071	DOOR, FRAMS & HARDWARE-LABOR	60,038.00	60,038.00	.00	.00	60,038.00	100	.00	1,200.76
072	DOORS, FRAMES & HARDWARE-MTLS	172,000.00	172,000.00	.00	.00	172,000.00	100	.00	3,440.00
073	OVERHEAD DOORS-LABOR	10,514.00	10,514.00	.00	.00	10,514.00	100	.00	210.28
074	OVERHEAD DOORS-MATERIALS	20,000.00	20,000.00	.00	.00	20,000.00	100	.00	400.00
075	ALUMINUM GLAZING-SHOPS/SUBMIT	6,000.00	6,000.00	.00	.00	6,000.00	100	.00	120.00
076	ALUMINUM GLAZING-LABOR	116,462.00	116,462.00	.00	.00	116,462.00	100	.00	2,329.24
077	ALUMINUM GLASING-MATERIALS	350,000.00	350,000.00	.00	.00	350,000.00	100	.00	7,000.00
078	ALUM CLAD WOOD WINDOWS-LABOR	10,975.00	10,975.00	.00	.00	10,975.00	100	.00	219.50
079	ALUM CLAD WOOD WINDOWS-MATERI	45,000.00	45,000.00	.00	.00	45,000.00	100	.00	900.00
080	GYPSUM BOARD ASSEMB-SHOPS/SUB	9,675.00	9,675.00	.00	.00	9,675.00	100	.00	193.50
081	GYPSUM BOARD ASSEMB-LABOR	349,320.00	349,320.00	.00	.00	349,320.00	100	.00	6,986.40
082	GYPSUM BOARD ASSEMB-MATERIALS	150,702.00	150,702.00	.00	.00	150,702.00	100	.00	3,014.04
083	TILING-LABOR	33,371.00	33,371.00	.00	.00	33,371.00	100	.00	667.42
084	TILING-MATERIALS	78,000.00	78,000.00	.00	.00	78,000.00	100	.00	1,560.00
085	ACOUSTIAL CEILINGS(ALT3)-SHOP	320.00	320.00	.00	.00	320.00	100	.00	6.40
086	ACOUST CEILIINGS (ALT3)-LABOR	73,134.00	73,134.00	.00	.00	73,134.00	100	.00	1,462.68
087	ACOUST CEILIINGS (ALT3)-MTLS	40,330.00	40,330.00	.00	.00	40,330.00	100	.00	806.60
088	SECURITY CEILINGS-SHOPS/SUBMI	3,200.00	3,200.00	.00	.00	3,200.00	100	.00	64.00
089	SECURITY CEILINGS-LABOR	10,824.00	10,824.00	.00	.00	10,824.00	100	.00	216.48
090	SECURITY CEILINGS-MATERIALS	40,000.00	40,000.00	.00	.00	40,000.00	100	.00	800.00
091	RESILIENT & CARPET-LABOR	82,793.00	82,793.00	.00	.00	82,793.00	100	.00	1,655.86
092	RESILIENT & CARPET-MATERIALS	55,000.00	55,000.00	.00	.00	55,000.00	100	.00	1,100.00
093	EPOXY RESIN FLOOR-LABOR	12,635.00	12,635.00	.00	.00	12,635.00	100	.00	252.70
094	EPOXY RESIN FLOOR-MATERIALS	6,800.00	6,800.00	.00	.00	6,800.00	100	.00	136.00
095	PAINTING-LABOR	60,239.00	60,239.00	.00	.00	60,239.00	100	.00	1,204.78
096	PAINTING-MATERIALS	25,000.00	25,000.00	.00	.00	25,000.00	100	.00	500.00
097	TOILET PARTITIONS-LABOR	3,805.00	3,805.00	.00	.00	3,805.00	100	.00	76.10
098	TOILET PARTITIONS-MATERIALS	9,000.00	9,000.00	.00	.00	9,000.00	100	.00	180.00
099	BIKE RACK-LABOR	168.00	168.00	.00	.00	168.00	100	.00	3.36
100	BIKE RACK - MATERIALS	350.00	350.00	.00	.00	350.00	100	.00	7.00
101	SIGNS-LABOR	4,845.00	4,845.00	.00	.00	4,845.00	100	.00	96.90
102	SIGNS-MATERIALS	19,000.00	19,000.00	.00	.00	19,000.00	100	.00	380.00
103	LOCKERS-LABOR	3,773.00	3,773.00	.00	.00	3,773.00	100	.00	75.46
104	LOCKERS-MATERIALS	47,000.00	47,000.00	.00	.00	47,000.00	100	.00	940.00
105	EQUIPMENT SCREEN-LABOR	15,605.00	15,605.00	.00	.00	15,605.00	100	.00	312.10
106	EQUIPMENT SCREEN-MATERIALS	35,000.00	35,000.00	.00	.00	35,000.00	100	.00	700.00
107	OPERABLE PARTITIONS-LABOR	1,251.00	1,251.00	.00	.00	1,251.00	100	.00	25.02
108	OPERABLE PARTITIONS-MATERIAL	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	60.00
109	TOILET ACCESSORIES-LABOR	7,136.00	7,136.00	.00	.00	7,136.00	100	.00	142.72
110	TOILET ACCESSORIES-MATERIALS	18,000.00	18,000.00	.00	.00	18,000.00	100	.00	360.00
111	FIRE EXTINGUISHERS-LABOR	1,396.00	1,396.00	.00	.00	1,396.00	100	.00	27.92

Draft

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112	FIRE EXTINGUISHERS-MATERIALS	3,500.00	3,500.00	.00	.00	3,500.00	100	.00	70.00
113	DETENTION EQUIPMENT-SHOP/SUB	6,800.00	6,800.00	.00	.00	6,800.00	100	.00	136.00
114	DETENTION EQUIPMENT-LABOR	24,050.00	24,050.00	.00	.00	24,050.00	100	.00	481.00
115	DETENTION EQUIPMENT-MATERIALS	123,400.00	123,400.00	.00	.00	123,400.00	100	.00	2,468.00
116	CASEWORK-SHOP/SUB	3,000.00	3,000.00	.00	.00	3,000.00	100	.00	60.00
117	CASEWORK-LABOR	15,326.00	15,326.00	.00	.00	15,326.00	100	.00	306.52
118	CASEWORK-MATERIALS	40,000.00	40,000.00	.00	.00	40,000.00	100	.00	800.00
119	WINDOW SHADES-LABOR	8,485.00	8,485.00	.00	.00	8,485.00	100	.00	169.70
120	WINDOW SHADES-MATERIALS	35,000.00	35,000.00	.00	.00	35,000.00	100	.00	700.00
121	CUPOLA-SHOPS/SUBMITTALS	2,500.00	2,500.00	.00	.00	2,500.00	100	.00	50.00
122	CUPOLA-LABOR	15,555.00	15,555.00	.00	.00	15,555.00	100	.00	311.10
123	CUPOLA-MATERIALS	58,000.00	58,000.00	.00	.00	58,000.00	100	.00	1,160.00
124	SAFETY PADDING-LABOR	622.00	622.00	.00	.00	622.00	100	.00	12.44
125	SAFETY PADDING-MATERIALS	900.00	900.00	.00	.00	900.00	100	.00	18.00
126	ELEVATOR-SHOPS/SUBMITTALS	25,000.00	25,000.00	.00	.00	25,000.00	100	.00	500.00
127	ELEVATOR-LABOR	22,509.00	22,509.00	.00	.00	22,509.00	100	.00	450.18
128	ELEVATOR-MATERIALS	60,000.00	60,000.00	.00	.00	60,000.00	100	.00	1,200.00
129	PLUMBING-B/G DRAINAGE MTL	40,616.00	40,616.00	.00	.00	40,616.00	100	.00	812.32
130	PLUMBING-B/G DRAINAGE LABOR	41,657.00	41,657.00	.00	.00	41,657.00	100	.00	833.14
131	PLUMBING-B/G DRAINAGE EXCAVAT	20,828.00	20,828.00	.00	.00	20,828.00	100	.00	416.56
132	PLUMBING-A/G DRAINAGE MTL	12,497.00	12,497.00	.00	.00	12,497.00	100	.00	249.94
133	PLUMBING-A/G DRAINAGE LABOR	14,580.00	14,580.00	.00	.00	14,580.00	100	.00	291.60
134	PLUMBING-A/G WATER-MTL	49,989.00	49,989.00	.00	.00	49,989.00	100	.00	999.78
135	PLUMBING-A/G WATER-LABOR	44,781.00	44,781.00	.00	.00	44,781.00	100	.00	895.62
136	PLUMBING-FIXTURES-MATERIAL	91,646.00	91,646.00	.00	.00	91,646.00	100	.00	1,832.92
137	PLUMBING- FIXTURES-LABOR	34,367.00	34,367.00	.00	.00	34,367.00	100	.00	687.34
138	PLUMBING INSULATION-MATERIAL	11,455.00	11,455.00	.00	.00	11,455.00	100	.00	229.10
139	PLUMBING-INSULATION-LABOR	16,663.00	16,663.00	.00	.00	16,663.00	100	.00	333.26
140	PLUMBING-WATER HEATER-MATERIA	10,935.00	10,935.00	.00	.00	10,935.00	100	.00	218.70
141	PLUMBING-WATER HEATER-LABOR	1,562.00	1,562.00	.00	.00	1,562.00	100	.00	31.24
142	PLUMBIING-BOOSTER PUMP-MATERI	27,077.00	27,077.00	.00	.00	27,077.00	100	.00	541.54
143	PLUMBING-BOOSTER PUMP-LABOR	5,207.00	5,207.00	.00	.00	5,207.00	100	.00	104.14
144	PLUMBING-PUNCH LIST	5,207.00	5,207.00	.00	.00	5,207.00	100	.00	104.14
145	PLUMBING-SUBMITTALS	3,131.00	3,131.00	.00	.00	3,131.00	100	.00	62.62
146	FIRE PROTECTION-SUBMITTALS	5,210.00	5,210.00	.00	.00	5,210.00	100	.00	104.20
147	FIRE PROTECITON-SHOP DRAWINGS	8,340.00	8,340.00	.00	.00	8,340.00	100	.00	166.80
148	FIRE PROTECT-1ST FLR ROUGH-MT	23,000.00	23,000.00	.00	.00	23,000.00	100	.00	460.00
149	FIRE PROTECT-1ST FLR ROUGH-LA	10,350.00	10,350.00	.00	.00	10,350.00	100	.00	207.00
150	FIRE PROTECT-1ST FLR SPRIN-MT	6,500.00	6,500.00	.00	.00	6,500.00	100	.00	130.00
151	FIRE PROTECT-1ST FLR SPRIN-LA	3,920.00	3,920.00	.00	.00	3,920.00	100	.00	78.40
152	FIRE PROTECT-2ND FLR ROUGH-MT	18,000.00	18,000.00	.00	.00	18,000.00	100	.00	360.00
153	FIRE PROTECT-2ND FLR ROUGH-LA	4,930.00	4,930.00	.00	.00	4,930.00	100	.00	98.60
154	FIRE PROTECT-2ND FLR SPRINK-M	5,500.00	5,500.00	.00	.00	5,500.00	100	.00	110.00
155	FIRE PROTECT-2ND FLR SPRI-LAB	2,840.00	2,840.00	.00	.00	2,840.00	100	.00	56.80
156	FIRE PROTECT-RISER-MTL	11,000.00	11,000.00	.00	.00	11,000.00	100	.00	220.00
157	FIRE PROTECT-RISER-LABOR	2,030.00	2,030.00	.00	.00	2,030.00	100	.00	40.60
158	FIRE PROTECT-FIRE PUMP-MTL	14,000.00	14,000.00	.00	.00	14,000.00	100	.00	280.00
159	FIRE PROTECT-FIRE PUMP-LABOR	1,635.00	1,635.00	.00	.00	1,635.00	100	.00	32.70
160	FIRE PROTECTION-TESTING	1,150.00	1,150.00	.00	.00	1,150.00	100	.00	23.00
161	FIRE PROTECTION-O & M'S	1,150.00	.00	1,150.00	.00	1,150.00	100	.00	23.00
162	HVAC - INSURANCE	5,580.00	5,580.00	.00	.00	5,580.00	100	.00	111.60
163	HVAC - MOBILIZE	15,654.00	15,654.00	.00	.00	15,654.00	100	.00	313.08
164	HVAC - BOILERS-LABOR	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36
165	HVAC - BOILERS-MATERIAL	109,548.00	109,548.00	.00	.00	109,548.00	100	.00	2,190.96
166	HVAC-PUMPS-LABOR	5,739.00	5,739.00	.00	.00	5,739.00	100	.00	114.78
167	HVAC-PUMPS-MATERIAL	25,568.00	25,568.00	.00	.00	25,568.00	100	.00	511.36

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Job.Number: '1324 LANSDALE MUNICIPAL BUILDING Application No.: Period From: Page Number 5
Project # : Invoice Number : 1991 Thru:

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	----WORK COMPLETED---- PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
168	HVAC-VFD'S-LABOR	782.00	782.00	.00	.00	782.00	100	.00	15.64
169	HVAC-VFD'S-MATERIAL	9,653.00	9,653.00	.00	.00	9,653.00	100	.00	193.06
170	HVAC-EX TANKS-LABOR	1,565.00	1,565.00	.00	.00	1,565.00	100	.00	31.30
171	HVAC-EX TANKS-MATERIAL	5,739.00	5,739.00	.00	.00	5,739.00	100	.00	114.78
172	HVAC-AIRE SEP - LABOR	1,461.00	1,461.00	.00	.00	1,461.00	100	.00	29.22
173	HVAC-AIR SEP-MATERIAL	2,713.00	2,713.00	.00	.00	2,713.00	100	.00	54.26
174	HVAC-COOLING TOWER-LABOR	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36
175	HVAC-COOLING TOWER-MATERIAL	93,924.00	93,924.00	.00	.00	93,924.00	100	.00	1,878.48
176	HVAC-CHILLER-LABOR	15,654.00	15,654.00	.00	.00	15,654.00	100	.00	313.08
177	HVAC-CHILLER-MATERIAL	161,759.00	161,759.00	.00	.00	161,759.00	100	.00	3,235.18
178	HVAC-RTU-LABOR	31,308.00	31,308.00	.00	.00	31,308.00	100	.00	626.16
179	HVAC-RTU-MATERIAL	143,757.00	143,757.00	.00	.00	143,757.00	100	.00	2,875.14
180	HVAC-FCU-LABOR	3,130.00	3,130.00	.00	.00	3,130.00	100	.00	62.60
181	HVAC-FCU-MATERIAL	10,436.00	10,436.00	.00	.00	10,436.00	100	.00	208.72
182	HVAC-BC-LABOR	2,609.00	2,609.00	.00	.00	2,609.00	100	.00	52.18
183	HVAC-BC-MATERIAL	7,827.00	7,827.00	.00	.00	7,827.00	100	.00	156.54
184	HVAC-VAV-LABOR	8,348.00	8,348.00	.00	.00	8,348.00	100	.00	166.96
185	HVAC-VAV-MATERIAL	15,654.00	15,654.00	.00	.00	15,654.00	100	.00	313.08
186	HVAC-CUH-LBAOR	3,652.00	3,652.00	.00	.00	3,652.00	100	.00	73.04
187	HVAC-CUH-MATERIAL	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36
188	HVAC-UH-LABOR	3,130.00	3,130.00	.00	.00	3,130.00	100	.00	62.60
189	HVAC-UH-MATERIAL	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36
190	HVAC-FT-LABOR	2,087.00	2,087.00	.00	.00	2,087.00	100	.00	41.74
191	HVAC-FT-MATERIAL	2,609.00	2,609.00	.00	.00	2,609.00	100	.00	52.18
192	HVAC-RAD-LABOR	1,565.00	1,565.00	.00	.00	1,565.00	100	.00	31.30
193	HVAC-RAD-MATERIAL	1,565.00	1,565.00	.00	.00	1,565.00	100	.00	31.30
194	HVAC-HWC-LABOR	2,348.00	2,348.00	.00	.00	2,348.00	100	.00	46.96
195	HVAC-HWC-MATERIAL	5,218.00	5,218.00	.00	.00	5,218.00	100	.00	104.36
196	HVAC-DUCTLESS-LABOR	10,436.00	10,436.00	.00	.00	10,436.00	100	.00	208.72
197	HVAC-DUCTLESS-MATERIAL	26,090.00	26,090.00	.00	.00	26,090.00	100	.00	521.80
198	HVAC-HYDRONIC PIPING-LABOR3	166,977.00	166,977.00	.00	.00	166,977.00	100	.00	3,339.54
199	HVAC-HYDRONIC PIPING-MATERIAL	166,977.00	166,977.00	.00	.00	166,977.00	100	.00	3,339.54
200	HVAC-ATC CONTROLS-SHOP DWGS	10,436.00	10,436.00	.00	.00	10,436.00	100	.00	208.72
201	HVAC-ATC CONTROLS-ENGINEERING	26,090.00	26,090.00	.00	.00	26,090.00	100	.00	521.80
202	HVAC-ATC CONTROLS-CONDUIT/WIR	109,578.00	109,578.00	.00	.00	109,578.00	100	.00	2,191.56
203	HVAC-ATC CONTROLS-EQUIPMENT	52,180.00	52,180.00	.00	.00	52,180.00	100	.00	1,043.60
204	HVAC-BALANCE	15,654.00	10,957.80	4,696.20	.00	15,654.00	100	.00	313.08
205	HVAC-INSULATION-PIPING	52,180.00	52,180.00	.00	.00	52,180.00	100	.00	1,043.60
206	HVAC-INSULATION-DUCT	62,616.00	62,616.00	.00	.00	62,616.00	100	.00	1,252.32
207	HVAC-INSULATION-WATER TREATME	7,827.00	7,827.00	.00	.00	7,827.00	100	.00	156.54
208	HVAC-DUCT-LABOR	102,691.00	102,691.00	.00	.00	102,691.00	100	.00	2,053.82
209	HVAC-DUCT-MATERIAL	77,227.00	77,227.00	.00	.00	77,227.00	100	.00	1,544.54
210	HVAC-DUCT EQUIP-LABOR	84,198.00	84,198.00	.00	.00	84,198.00	100	.00	1,683.96
211	HVAC-DUCT EQUIP-MATERIAL	61,906.00	61,906.00	.00	.00	61,906.00	100	.00	1,238.12
212	HVAC-SHOP DRAWINGS	11,270.00	11,270.00	.00	.00	11,270.00	100	.00	225.40
213	ELECTRIC-BOND	18,025.00	18,025.00	.00	.00	18,025.00	100	.00	360.50
214	ELECTRIC-MOBILIZATION	4,635.00	4,635.00	.00	.00	4,635.00	100	.00	92.70
215	ELECTRIC-GENERAL EXPENSES	26,780.00	26,780.00	.00	.00	26,780.00	100	.00	535.60
216	ELECTRIC-DEMOLITION	2,060.00	2,060.00	.00	.00	2,060.00	100	.00	41.20
217	ELECTRIC-TEMPORARY	10,300.00	10,300.00	.00	.00	10,300.00	100	.00	206.00
218	ELECTRIC-SITE WORK LABOR	41,200.00	41,200.00	.00	.00	41,200.00	100	.00	824.00
219	ELECTRIC-SITEWORK-MATERIAL	61,801.00	61,801.00	.00	.00	61,801.00	100	.00	1,236.02
220	ELECTRIC-FEEDERS-LABOR	30,900.00	30,900.00	.00	.00	30,900.00	100	.00	618.00
221	ELECTRIC-FEEDERS-MATERIAL	20,600.00	20,600.00	.00	.00	20,600.00	100	.00	412.00
222	ELECTRIC-BRANCH WIRING-LABOR	77,251.00	77,251.00	.00	.00	77,251.00	100	.00	1,545.02
223	ELECTRIC-BRANCH WIRING-MATERI	25,750.00	25,750.00	.00	.00	25,750.00	100	.00	515.00

Draft

Job Number: 1324 LANSDALE MUNICIPAL BUILDING
Project # :

Application No.:
Invoice Number : 1991

Period From:
Thru:

ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	----WORK COMPLETED---- PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
224	ELECTRIC-INTERIOR LIGHTING	257,504.00	257,504.00	.00	.00	257,504.00	100	.00	5,150.08
225	ELECTRIC-INT LIGHTING-LABOR	139,052.00	139,052.00	.00	.00	139,052.00	100	.00	2,781.04
226	ELECTRIC-INT LIGHTING-MATERIA	15,450.00	15,450.00	.00	.00	15,450.00	100	.00	309.00
227	ELECTRIC-SWITCH GEAR	144,202.00	144,202.00	.00	.00	144,202.00	100	.00	2,884.04
228	ELECTRIC-SWITCH GEAR-LABOR	92,701.00	92,701.00	.00	.00	92,701.00	100	.00	1,854.02
229	ELECTRIC-SWITCH GEAR MATERIAL	10,300.00	10,300.00	.00	.00	10,300.00	100	.00	206.00
230	ELECTRIC-FIRE ALARM LABOR	30,900.00	30,900.00	.00	.00	30,900.00	100	.00	618.00
231	ELECTRIC-FIRE ALARM MATERIAL	30,900.00	30,900.00	.00	.00	30,900.00	100	.00	618.00
232	ELECTRIC-LOWVOLTAGE SYSTEMS	113,302.00	113,302.00	.00	.00	113,302.00	100	.00	2,266.04
233	ELECTRIC-GENERATOR	154,502.00	154,502.00	.00	.00	154,502.00	100	.00	3,090.04
234	ELECTRIC-GENERATOR LABOR	10,300.00	10,300.00	.00	.00	10,300.00	100	.00	206.00
235	ELECTRIC-GENERATOR MATERIAL	30,910.00	30,910.00	.00	.00	30,910.00	100	.00	618.20
236	ELECTRIC-FINALS & PUNCH LIST	10,300.00	10,300.00	.00	.00	10,300.00	100	.00	206.00
237	ALLOWANCE	130,070.00	42,961.23	26,623.26	.00	69,584.49	54	60,485.51	1,391.69
	Total CONTRACT	10898125.0	10804170.0	32,469.46	.00	10836639.5	99	61,485.51	216732.79
GC	CHANGE ORDERS								
02	CHANGE ORDER GC-02	13,535.02	13,535.02	.00	.00	13,535.02	100	.00	270.70
03	CHANGE ORDER GC-03	1,731.83	1,731.83	.00	.00	1,731.83	100	.00	34.64
04	CAHNGE ORDER GC-04	5,424.66	5,424.66	.00	.00	5,424.66	100	.00	108.49
05	CHANGE ORDER GC-05	180,275.00	180,275.00	.00	.00	180,275.00	100	.00	3,605.50
06	CHANGE ORDER GC-06	18,952.57	18,952.57	.00	.00	18,952.57	100	.00	379.05
07	CHANGE ORDER GC-07	28,118.72	28,118.72	.00	.00	28,118.72	100	.00	562.37
08	CHANGE ORDER GC-08	172,487.26	172,487.26	.00	.00	172,487.26	100	.00	3,449.75
09	CHANGE ORDER GC-09	20,664.57	20,664.57	.00	.00	20,664.57	100	.00	413.29
10	CHANGE ORDER GC-10	71,737.06	71,737.06	.00	.00	71,737.06	100	.00	1,434.74
11	CHANGE ORDER GC-11	112,487.20	112,487.20	.00	.00	112,487.20	100	.00	2,249.74
12	CHANGE ORDER GC-12	50,518.76	50,518.76	.00	.00	50,518.76	100	.00	1,010.38
	Total CHANGE ORDERS	675,932.65	675,932.65	.00	.00	675,932.65	100	.00	13,518.65
	J o b T o t a l s	11574057.7	11480102.7	32,469.46	.00	11512572.1	99	61,485.51	230251.44

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Ordinance 1883 to approve an Intergovernmental Agreement between Lansdale Borough and the North Penn Water Authority for sewer billing services as required by the Pennsylvania Intergovernmental Agreement Cooperation Act.

Presented by: _____ Van Dame

Seconded by: _____

Draft

LANSDALE BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2016-1883

AN ORDINANCE OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN LANSDALE BOROUGH AND THE NORTH PENN WATER AUTHORITY FOR BILLING SERVICES, AS REQUIRED BY THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION ACT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lansdale Borough (the "Borough") and the North Penn Water Authority ("NPWA") have entered into negotiations on an agreement under which NPWA would issue invoices to customers of the Borough's sewer service at the same time that NPWA bills its customers for public water service; and

WHEREAS, the Borough and NPWA have reached an agreement (the "Agreement") regarding NPWA issuing a joint bill for water and sewer service; and

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, *et seq.* requires all agreements between two or more municipal entities to be approved by ordinance; and

WHEREAS, the Borough desires to approve the Agreement and authorize it to be executed by the appropriate Borough officials;

NOW, THEREFORE, be it, and it is hereby **ORDAINED** by Lansdale Borough Council, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. The attached Agreement between the Borough and NPWA is hereby approved.

II. The President of Borough Council and the Borough Secretary are hereby authorized to execute the Agreement on behalf of the Borough.

III. All ordinances or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

IV. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance.

V. This Ordinance shall become effective five (5) days following its legal enactment.

ENACTED and **ORDAINED** this 16th day of March, 2016.

Draft

ATTEST:

LANSDALE BOROUGH COUNCIL

Jacob I. Ziegler,
Borough Secretary

Denton Burnell,
Council President

APPROVED by the Mayor of Lansdale Borough this 16th day of March, 2016.

G. Andrew Szekely,
Mayor

Draft

NPWA Sewer Billing - Schedule A

Billing		
Print	$ 0.04000	
Fold/Inset/Mail	0.04000	
Postage	0.36800	
Bill Stock	0.02825	
# 10 Envelope window	0.02975	
# 9 Envelope	0.03250	
		$ 0.54
Collection (Lockbox)		
LockBox	0.16000	
		0.16
Past Due Notice (15% of customers)		
Print	0.04000	
Fold/Inset/Mail	0.04000	
Postage	0.36800	
Bill Stock	0.02825	
# 10 Envelope window	0.02975	
		0.51
Past Due Letters (9% of customers)		
Print	0.04000	
Fold/Inset/Mail	0.04000	
Postage	0.46000	
Bill Stock	0.02825	
		0.57

****

Number of Accounts	5,300		
Billing	5,300	0.54	$ 2,854.05
Collection (Lockbox)	5,300	0.16	848.00
Past Due Notice (15% of customers)	795	0.51	402.27
Past Due Letters (9% of customers)	477	0.57	271.06
			4,375.38

Total Cost	$ 4,375.38
Number of Accounts	5,300
Cost per account	**$ 0.83**

H:\Workbooks\Sewer Billing.xlsx

Draft

AGREEMENT

THIS AGREEMENT is made this _____day of _____, 2016, between **NORTH PENN WATER AUTHORITY** ("North Penn") and **LANSDALE BOROUGH** ("Lansdale").

RECITALS:

A. North Penn is a Pennsylvania municipal authority with a principal office located at 300 Forty Foot Road, Lansdale, Pennsylvania 19446 and is the entity designated for providing public water service, and the billing and collection for same, in Lansdale Borough.

B. Lansdale is a Pennsylvania borough with a principal office located at One Vine Street, Lansdale, PA 19446 and is the entity responsible for providing public sanitary sewer service, and the billing and collection for same, in Lansdale Borough.

C. Lansdale and North Penn, in an effort to reduce costs, provide economy of scales, and enhanced customer service to joint customers, engaged each other to have a single water and sewer bill and collection service by North Penn.

D. The Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S.A. § 2301, et seq., authorizes municipalities and municipal authorities to enter into agreements with other like entities in order to cooperate in performing governmental powers, duties and functions and in carrying into effect provisions of law relating to said subjects which are common to such political subdivisions.

E. Lansdale and North Penn desire to set forth in writing their understandings relating to North Penn providing sewer billing and collection services for Lansdale.

Draft

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. North Penn agrees to provide the sewer billing and collection services for Lansdale to those customers utilizing Lansdale's public sewer system as follows:

a). North Penn shall issue a joint water and sewer bill to Lansdale customers, provided Lansdale provides North Penn with the information necessary to generate the sewer bill five (5) days prior to the issuance of bills. The contents of such bill, and the issuance of same, shall be in accordance with North Penn's standard billing policies and schedules. Lansdale agrees to amend its applicable ordinances and/or resolutions to reflect the standard sewer billing and collection practices of North Penn provided that such proposed ordinances and/or resolutions are acceptable to the Lansdale Borough Solicitor and Lansdale Borough Council.

b). If the Lansdale customer utilizes a private well, Lansdale shall provide North Penn with the information necessary to generate a sewer bill five (5) days prior to issuance of bills. Lansdale shall provide North Penn with a list of those customers utilizing private wells.

c). Lansdale agrees to provide North Penn with at least thirty (30) days' notice of any increase in its sewer rates and charges.

d). All user charges, including sewer charges, shall be payable to North Penn Water Authority.

e). Within thirty (30) days of receipt of a sewer payment, North Penn shall remit such payment to Lansdale. No payments shall be required from North Penn on delinquent accounts until such time as North Penn is in receipt of such payment.

Draft

2. Lansdale agrees to pay North Penn $.90 per bill issued to Lansdale sewer customers for 2016. North Penn shall invoice Lansdale monthly for the collection of such fee, and Lansdale agrees to remit payment to North Penn within thirty (30) days of receipt of such invoice. The parties agree that such rate will increase as outlined in Exhibit "A" attached hereto and incorporated herein for the initial term of this Agreement. Should the parties agree to an increase above what is provided for in Exhibit "A" for any given year, such increase shall be agreed to in writing between the parties. Should this Agreement extend past the initial term, the parties shall amend Exhibit "A", however should no amendment be made, the billing rate shall continue to be the rate of the prior year until such time as Exhibit "A" is revised to account for the extension.

3. North Penn shall file all notices and collect all delinquent fees in accordance with the Municipal Claims and Tax Liens Act, 53 P.S. 7101 et. seq. Any legal fees incurred by North Penn as a result of collection of both delinquent sewer and water accounts shall be divided equally between North Penn and Lansdale. Should North Penn initiate water shut off proceedings for delinquent accounts, North Penn agrees to comply with the Water Services Act of 2006 as well as all applicable laws and regulations. North Penn shall copy Lansdale on any shut off notice to a Lansdale customer. Such shut off notice shall provide at least ten (10) days' notice prior to the intended shut off date. Should Lansdale request that North Penn refrain from shutting off water service to a customer, North Penn shall adhere to this request for a time period as agreed to by the parties.

4. Partial payments received from a customer for water and sewer services will be allocated between water and sewer invoices based on the weighted share of each service included in the invoice calculation unless such payment clearly indicates which service is being paid for, this includes payment on delinquent accounts.

Draft

5. North Penn agrees to provide Lansdale with all necessary financial reports within 15 (fifteen) days after each billing. North Penn agrees to provide Lansdale, all other necessary information to ensure compliance with audits and other matters.

6. North Penn shall indemnify, defend and hold harmless Lansdale, its employees, agents and assigns from and against any and all causes of actions or claims arising out of or relating to this Agreement, including collection of delinquent fees and water shut off for delinquent accounts.

7. The initial term of the Agreement shall be five (5) years from the date above written, and shall continue in full force and effect thereafter until a party hereto elects to terminate the Agreement by providing the other party ninety (90) days written notice. This Agreement may be terminated for any reason, including during the initial term, by either party, provided such party gives ninety (90) days written notice of such termination. This Agreement may be amended only by a written instrument signed by both parties.

8. Lansdale agrees to share fifty percent (50%) of the initial software implementation costs. In the event North Penn offers sewer billing services to other entities, Lansdale shall be entitled to a pro-rated share of that entity's upfront costs.

9. This Agreement shall be construed in accordance with the Laws of the Commonwealth of Pennsylvania.

10. This Agreement constitutes the entire agreement between the parties and there are no other understandings written or oral.

11. If any term or provision of this Agreement, or any part of such term or provision, or the application thereof to any person or circumstance shall to any extent be held invalid or

Draft

unenforceable, the remainder of this Agreement or the application of such term or provision or remainder thereof shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. This Agreement shall extend to and bind the successors and assigns of the respective parties hereto, as well as the parties hereunder; provided that neither party may assign its rights and obligations under this Agreement without the written consent of the other party.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the year and date first written above.

ATTEST: **NORTH PENN WATER AUTHORITY**

_____ By: _____

ATTEST: **LANSDALE BOROUGH**

_____ By: _____

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Ordinance 1884 to approve an Intergovernmental Agreement between Lansdale Borough and the North Penn Water Authority for cost-sharing involved in performing improvements to Crestview Road, as required by the Pennsylvania Intergovernmental Cooperation Act.

Presented by: Van Dame

Seconded by: _____

Draft

LANSDALE BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2016-1884

AN ORDINANCE OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN LANSDALE BOROUGH AND THE NORTH PENN WATER AUTHORITY FOR COST-SHARING INVOLVED IN PERFORMING IMPROVEMENTS TO CRESTVIEW ROAD, AS REQUIRED BY THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION ACT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lansdale Borough (the "Borough") and the North Penn Water Authority ("NPWA") have entered into negotiations on an agreement under which the Borough would bid certain work it intends to undertake within the public right-of-way of Crestview Road between Highland Avenue and Third Street, which bid would include the replacement of a water main owned by NPWA, and a cost-sharing arrangement whereby NPWA would reimburse the Borough for work performed on NPWA's behalf; and

WHEREAS, the Borough and NPWA have reached an agreement (the "Agreement") regarding the scope of work and cost-sharing for the respective work to be performed for each municipal entity; and

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, *et seq.* requires all agreements between two or more municipal entities to be approved by ordinance; and

WHEREAS, the Borough desires to approve the Agreement and authorize it to be executed by the appropriate Borough officials;

NOW, THEREFORE, be it, and it is hereby **ORDAINED** by Lansdale Borough Council, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. The attached Agreement between the Borough and NPWA is hereby approved.

II. The President of Borough Council and the Borough Secretary are hereby authorized to execute the Agreement on behalf of the Borough.

III. All ordinances or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

IV. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance.

V. This Ordinance shall become effective five (5) days following its legal enactment.

ENACTED and **ORDAINED** this 16th day of March, 2016.

Draft

ATTEST:

LANSDALE BOROUGH COUNCIL

_____

Jacob I. Ziegler,
Borough Secretary

_____

Denton Burnell,
Council President

APPROVED by the Mayor of Lansdale Borough this 16th day of March, 2016.

_____

G. Andrew Szekely,
Mayor

Draft

COST SHARING AGREEMENT

THIS AGREEMENT is made this _____day of _____, 2016, between **NORTH PENN WATER AUTHORITY** ("North Penn") and **LANSDALE BOROUGH** ("Lansdale").

RECITALS:

A. North Penn is a Pennsylvania municipal authority with a principal office located at 300 Forty Foot Road, Lansdale, Pennsylvania 19446.

B. Lansdale is a Pennsylvania borough with a principal office located at One Vine Street, Lansdale, PA 19446.

C. Lansdale is proposing certain public roadway improvements in and along Crestview Road between Highland Avenue and Third Street, including sanitary sewer, storm sewer, curbing and sidewalk upgrades ("Lansdale's Work").

D. North Penn has existing infrastructure within the area of Lansdale's Work and desires to upgrade the same in conjunction with Lansdale's Work.

E. North Penn is proposing the replacement of 545 LF of 6" cast iron main with 545 LF of 8" ductile iron main and the renewal of 4 existing water services ("North Penn's Work").

F. Lansdale has agreed to bid and award the entire scope of both Lansdale's Work and North Penn's Work. Lansdale's Work and North Penn's Work shall collectively be referred to as the "Project". Each party's respective scope of responsibility is detailed on Exhibit "A".

G. Lansdale shall be responsible for constructing and paying for all of the improvements associated with the Project. While North Penn's Work will be included in the Project bids, North Penn is solely responsible for the costs associated with North Penn's Work.

Draft

H. Lansdale and North Penn desire to set forth in writing their understandings relating to the bidding, construction and payment for the Project.

AGREEMENT

In consideration for the mutual promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Lansdale agrees to advertise for bids for the acquisition of all materials and the performance of all construction and services required to complete the Project.

2. Lansdale agrees that it will bid North Penn's Work as an alternate bid item or bid in such a way that the North Penn's Work will stand on its own. Lansdale will present the bid tabulations and lowest responsible bidder to North Penn for timely review and approval. In the event North Penn does not approve the bid, Lansdale may proceed with Lansdale's Work and North Penn will be responsible for any future bidding of North Penn's Work. North Penn understands, acknowledges and agrees that the ultimate determination of lowest responsible bid lies with Lansdale. In the event North Penn does not approve the lowest responsible bidder, as determined by Lansdale, this Agreement shall terminate and neither party shall thereafter have any further obligation to the other. Nothing in this Agreement shall bind either party to accept a contract bid until the bid is accepted by formal action of such party. In the event that North Penn is in agreement with the lowest responsible bidder, Lansdale and North Penn agree that this Agreement shall remain in full force and effect, and shall control administration of the Project.

3. The parties agree that all official contacts with the contractor determined to be the lowest responsible bidder relating to the Project ("Contractor") shall be made by Lansdale, but North Penn agrees to timely provide all necessary input with regard to water related issues.

Draft

4. North Penn agrees to pay Lansdale the total sum required for the completion of North Penn's Work detailed in the Project specifications, payable within thirty (30) days from the dates on which such invoices are submitted by Lansdale to North Penn for water work performed by the Contractor. North Penn's payments shall be made at such times and in such amounts so that Lansdale is not required to "advance" funds on behalf of North Penn.

5. North Penn agrees to advise Lansdale promptly of any change orders which may be required for North Penn's Work and will assume all costs related thereto. North Penn must obtain Lansdale's prior written consent and approval for any change orders that expand the scope of North Penn's Work.

6. Each party shall perform all inspection work related to their Work associated with the Project at their sole cost and expense. Neither party shall be responsible for inspecting any portion of the other's Work. Each party shall be responsible for paying its own inspection costs.

7. The parties agree to provide continuous communication with each other concerning the progress of their respective Work and the parties agree to respond promptly to any requests for information submitted to them by the other party.

8. Upon completion of construction of the Project, Lansdale shall own and be responsible for all costs of maintaining all of the improvements associated with the Project except for North Penn's Work. North Penn shall own and be responsible for the costs of maintaining the improvements associated with North Penn's Work.

9. North Penn agrees to indemnify and hold harmless Lansdale from any and all damages, claims and causes of action relating to the construction of the North Penn's Work and/or inclusion of North Penn's Work into Lansdale's contract for the Project, provided such damage, claim or cause of action was not caused by Lansdale.

Draft

10. Lansdale agrees to indemnify and hold harmless North Penn from any and all damages, claims and causes of action relating to the construction of Lansdale's Work, provided such damage, claim or cause of action was not caused by North Penn.

11. The parties agree that any matters not resolved by this Agreement shall immediately be submitted to the executive director of each entity for discussion and resolution. Any matter not resolved between the parties shall be submitted to binding arbitration utilizing the services of the Davenport Dispute Resolution Center of the Montgomery Bar Association.

12. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and may be modified by a written document executed by the signatories to this Agreement.

The parties set their hands and seals to this document the day and date set out in the introduction to this Agreement.

Draft

ATTEST:

Kenneth V. Farrell, Secretary

NORTH PENN WATER AUTHORITY

By: Robert A. Fisher, Chair

ATTEST:

_____

LANSDALE BOROUGH

By: _____

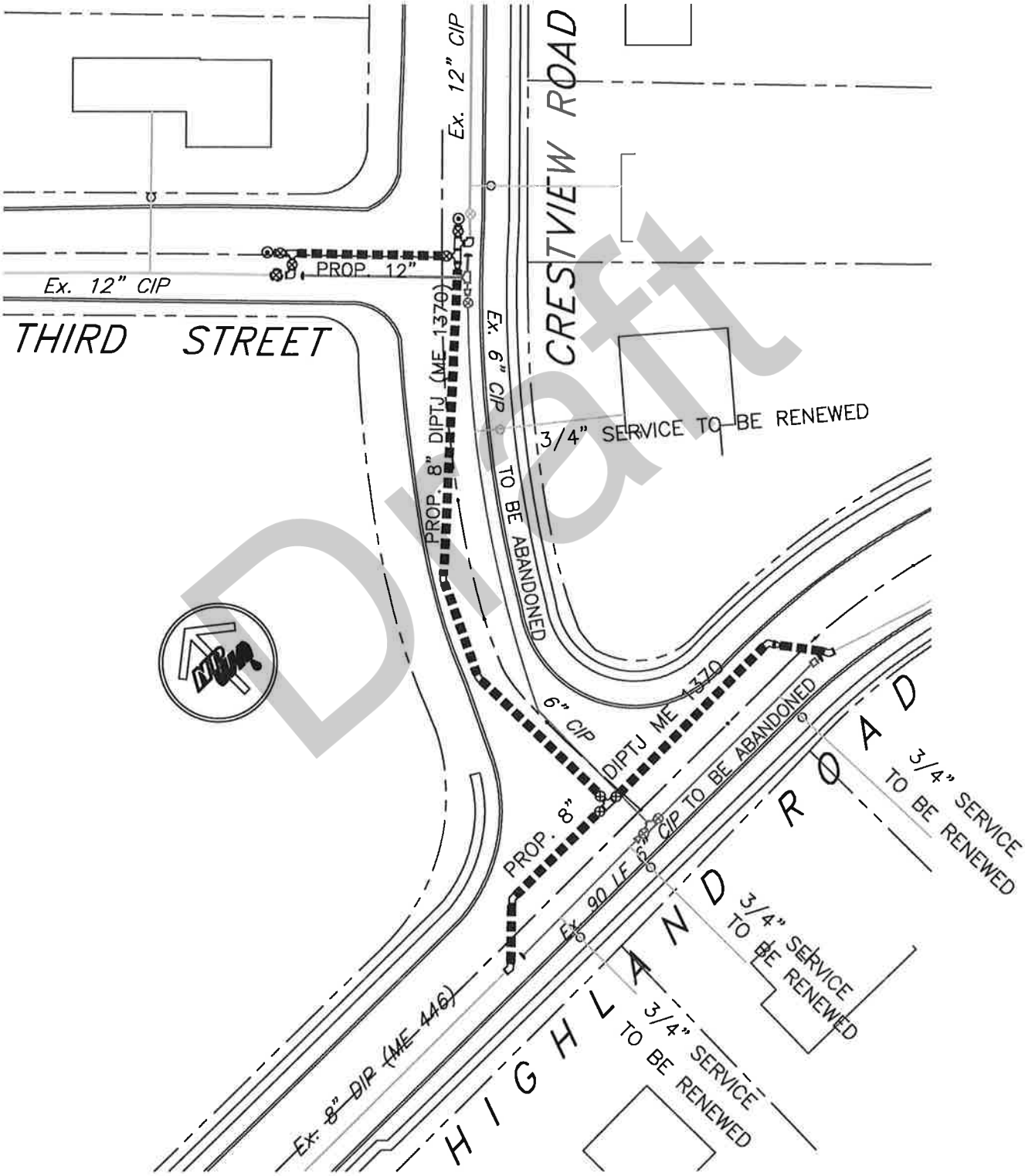
Exhibit "A"

Scope

Draft

M.E. 1370

Crestview Road, Lansdale



NOT TO SCALE

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Ordinance 1885 amending the Code of Ordinances of Lansdale Borough to add the Madison Street Parking Lot as a municipal parking lot, to describe its location, and to designate its parking spaces according to the parking meter fee charged.

Presented by: Van Dame

Seconded by: _____

Draft

LANSDALE BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2016-1885

AN ORDINANCE OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE CODE OF ORDINANCES OF LANSDALE BOROUGH TO ADD THE MADISON STREET PARKING LOT AS A MUNICIPAL PARKING LOT, TO DESCRIBE ITS LOCATION, AND TO DESIGNATE ITS PARKING SPACES ACCORDING TO THE PARKING METER FEE CHARGED; REPEALING ALL INCONSISTENT ORDINANCES OF PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lansdale Borough Council has enacted the Code of Ordinance of Lansdale Borough, which contains, inter alia., provisions establishing municipal parking lots in Lansdale Borough, designating their location, and designating the type of parking permitted therein according to the parking meter fee charged for the use of spaces in each municipal parking lot; and

WHEREAS, Council desires to add the Madison Street Parking Lot to the list of municipal parking lots in Lansdale Borough, to describe its location, and to designate its parking spaces according to the parking meter fee charged; and

WHEREAS, Council is authorized to operate municipal parking lots and charge fees for the use thereof pursuant to Section 1202(2) of the Pennsylvania Borough Code, 8 Pa.C.S. §1202(2);

NOW, THEREFORE, be it, and it is hereby ORDAINED by the Lansdale Borough Council, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. The Lansdale Borough Code of Ordinances is amended to add a new Section 56-10A. as follows:

"**56-10A. Madison Street Lot.**

A. **Location**. Bordered by Wood Street (both sides of Wood Street north of Madison Street), Madison Street, and the Bethlehem Branch Railroad Line, with vehicular access to Wood Street and Madison Street.

B. **General Designation of Parking Spots.** The Madison Street Lot consists of 157 parking spaces which shall be designated as follows:

(1) 12 spaces – 30 minute maximum – Free

(2) 121 spaces – 2 hour maximum - $0.50 per hour

(3) 24 spaces – 6 hour maximum - $0.25 per every 3 hours

II. All ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of the inconsistency.

Draft

III. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a court of competent jurisdiction, such determination shall have no effect on the remaining provisions of this Ordinance or on the provisions of the Code of Ordinance of Lansdale Borough.

IV. This Ordinance shall be effective five (5) days following its legal enactment.

ENACTED and **ORDAINED** this 16th day of March, 2016.

ATTEST: **LANSDALE BOROUGH COUNCIL**

Jacob I. Ziegler,
Borough Secretary

Denton Burnell,
Council President

APPROVED by the Mayor of Lansdale Borough this 16th day of March, 2016.

G. Andrew Szekely,
Mayor

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion ( )

Resolution (X)

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Resolution 16-07 authorizing the Borough's participation in the Delaware Valley Regional Planning Commission's Street Light Procurement Program by entering into the attached "guaranteed energy savings agreement " with Johnson Controls, Inc. as it's qualified provider under this program.

Presented by: Van Dame

Seconded by: _____

Draft

BOROUGH OF LANSDALE,
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2016-07

WHEREAS, The Borough of Lansdale is located in Montgomery County, Pennsylvania (the "Borough"); and

WHEREAS, the Borough constitutes a "governmental unit" as such term is defined under Pennsylvania's Guaranteed Energy Savings Act (62 Pa C.S. §3751 *et seq.*) (the "**Act**"); and

WHEREAS, the Delaware Valley Regional Planning Commission ("**DVRPC**") has established a Regional Streetlight Procurement Program (the "**Program**") to facilitate the implementation of "energy conservation measures" as such term is defined under the Act; and

WHEREAS, the Borough, in its capacity as a governmental unit, has participated in the Program solicitation process and desires to implement the energy conservation measures the Program contemplates; and

WHEREAS, the Borough seeks to appoint a "qualified provider," as such term is defined under the Act, to evaluate, recommend, design, implement, and install the energy conservation measures ("**ECMs**") to be installed or implemented as a result of the Borough's participation in the Program (the "**Project**"); and

WHEREAS, the Borough seeks to enter into a "guaranteed energy savings contract" with a qualified provider for the evaluation, recommendation, and implementation of ECMs for the Project (the "**Guaranteed Savings Agreement**"), substantially in the form attached hereto as Exhibit A; and

WHEREAS, Johnson Controls, Inc. ("**JCI**"), a [Wisconsin corporation] serving energy needs in Pennsylvania, desires to be selected as the Borough's qualified provider and desires to enter into the Guaranteed Savings Agreement with the Borough; and

WHEREAS, as part of its proposal to be selected as the Borough's qualified provider, and in accordance with the Act, on [February 2, 2016] JCI presented a report as part of its proposal to become the Borough's qualified provider (the "**Preliminary Audit**"), available for public inspection, summarizing estimates of the costs of installation, maintenance, repairs and debt service and estimates of the amounts by which energy or operating costs will be reduced; and

WHEREAS, under the Act, a governmental unit may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conversation measures recommended in the qualified provider's proposal would not exceed the amount of energy savings resulting from the energy conservation measures within a period not to exceed 20 years from the date of final installation if the recommendations in the proposal were followed, and the qualified provider provides a written guarantee that the energy savings will meet or exceed the cost of the contract; and

WHEREAS, after reviewing the Preliminary Audit, the Borough has found that the amount it would spend on the energy conservation measures recommended in JCI's Preliminary

Draft

Audit will not exceed the amount of energy cost savings resulting from the energy conservation measures within a period not to exceed 20 years from the date of final installation if the recommendations in the Preliminary Audit are followed; and

WHEREAS, JCI desires to perform a comprehensive investment grade energy use and savings analysis, including accompanying schedules (the "**Investment Grade Audit**") for the Borough that will specify the ECMs for the Project; and

WHEREAS, under the terms of the Guaranteed Savings Agreement, JCI will have completed an investment grade audit (the "**Investment Grade Audit**") under which JCI will guarantee to the Borough that, through its participation in the Program, the Borough will achieve energy savings as a result of the Project that will meet or exceed the cost of implementing the energy conservation measures contemplated (the "**Energy Savings**") in an amount equal to or at least 90% of the per unit savings projected in the Preliminary Audit during the period commencing at the installation of the ECMs and running until the bonds issued to finance the Project are paid in full; and

WHEREAS, under the terms of the Guaranteed Savings Agreement, if JCI conducts an Investment Grade Audit that meets the requirements of the preceding paragraph, the Borough will have an obligation to pay JCI the ESCO break fee as outlined in the Guaranteed Savings Agreement incurred in connection with conducting the Investment Grade Audit but the Borough will have no obligation to proceed with the Project at any time prior to the date on which it agrees to the final schedules to the Guaranteed Savings Agreement (the "**Schedules**"), and, in its sole discretion, may determine whether or not to proceed with the Project until such time as it approves such Schedules.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough hereby authorizes the Borough to participate in the Program; and it is

FURTHER RESOLVED that the Council of the Borough hereby appoints JCI as its qualified provider and will make its Preliminary Audit publicly available; and it is

FURTHER RESOLVED that the Council of the Borough hereby authorizes the Borough to enter into the Guaranteed Savings Agreement with JCI, such agreement to be in substantially the same form of the draft attached as Exhibit A hereto, with such changes therein as the Borough's [authorized persons] or designee (an "**Authorized Person**") shall approve, to be conclusively established by the Authorized Person's execution of such agreement; and it is

FURTHER RESOLVED that the Council of the Borough hereby authorizes and directs one or more of its Authorized Person to take all such further actions and to execute and deliver all such instruments and other documents as such Authorized Persons may consider necessary or appropriate to enable the Borough to carry out the intent and purposes of the foregoing resolutions and the transactions contemplated thereby.

[Signatures on Following Page]

Draft

IN WITNESS WHEREOF, the Council of the Borough of Lansdale has adopted and enacted this Resolution this 16th day of March, 2016.

ATTEST:

BOROUGH OF LANSDALE

_____

Jacob I. Ziegler
Borough Secretary

_____

Denton Burnell,
Council President

Draft

Exhibit A

Guaranteed Savings Agreement

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion ( )

Resolution (X)

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Resolution 16-08 appointing a Chief Administrative Officer for the Borough of Lansdale's Pension Plan, and adopting a professional services contract policy for the Borough's Pension Plan, as required by Act 44 of 2009.

Presented by: Van Dame

Seconded by: _____

Draft

BOROUGH OF LANSDALE,
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2016 - 08

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, APPOINTING A CHIEF ADMINISTRATIVE OFFICER FOR THE BOROUGH OF LANSDALE'S PENSION PLAN, AND ADOPTING A PROFFESIONAL SERVICES CONTRACT POLICY FOR THE BOROUGH OF LANSDALE'S PENSION PLAN, AS REQUIRED BY ACT 44 OF 2009.

WHEREAS, the Borough of Lansdale has previously established a pension plan for the employees of the Borough of Lansdale; and

WHEREAS, the Pennsylvania legislature enacted Act 44 on September 18, 2009; and

WHEREAS, the Borough is required by Act 44 of 2009 to establish policies and procedures for the procurement of professional services for municipal pension systems; and

WHEREAS, the Borough desires to establish policies and procedures for Act 44 of 2009 compliance; and

WHEREAS, the Borough desires to appoint the Chief Administrative Officer for Borough of Lansdale's Pension Plan.

NOW THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Lansdale herby adopts the Professional Services Contract Policy for the Lansdale Borough's Pension Plan, attached hereto as "Exhibit A".

FURTHER RESOLVED, That Borough Council of the Borough of Lansdale hereby appoint Brian Shapiro as Chief Administrative Officer for the Borough of Lansdale's Pension Plan, and authorizes such Chief Administrative Officer to administer the Borough of Lansdale's Pension Plan in accordance with the Municipal Pension Plan Funding Standard and Recovery Act.

FURTHER RESOLVED, that if any provision, sentence, clause, section, or part of this Resolution shall for any reason be found to be unconstitutional, illegal, or invalid, such determination shall not affect or impair any of the remaining provisions ,sentences ,clauses ,sections , or parts of this resolution, and it is hereby declared to be the intent of the Borough Council of the Borough of Lansdale that this Resolution would have been adopted had such unconstitutional, illegal, or invalid provision, sentence, clause, section or part not been included herein.

FURTHER RESOLVED, that all resolutions or parts of Resolutions inconsistent with this resolution are hereby superseded.

FURTHER RESOLVED, that the Resolution shall become effective immediately.

Draft

IN WITNESS WHEREOF, the Borough of Lansdale Borough Council has caused this Resolution to be passed on this 16th day of March, 2016.

Borough of Lansdale
Montgomery County, Pennsylvania

_____
Denton Burnell,
Council President

ATTEST _____
Jacob I. Ziegler,
Borough Secretary

Draft

EXHIBIT A

Professional Services Contract Policy Borough of Lansdale's Pension Plan.

The purpose of this policy is to assure compliance with Act 44 of 2009, 53 PS. 895..701-A through 895..707-A, by setting forth policies and procedures applicable to any pension plan or system in which the Borough of Lansdale employees participate.

The Chief Administrative Officer Shall be responsible for distributing and receiving information relating to or arising from this policy in accordance with the following guidelines:

I. DEFINITIONS

AFFILIATED entity- Any of the following:

(1) A subsidiary or holding company of a lobbying firm or other business entity owned in whole or in part by a lobbying firm.
(2) An organization recognized by the internal revenue Service as a Tax-exempt organization under section 501(c) of the Internal Revenue Code 1986 (public law 99-514, 26 U.S.C 501 (c) established by a lobbyist or lobbying firm or an affiliated entity.

Borough- refers to Borough of Lansdale, Montgomery County, Pennsylvania, and includes the Board of Supervisors.

Borough Pension System – Any pension plan operated for the benefit of the Borough of Lansdale Employees, including any plan which is administered through the Pennsylvania Municipal Retirement System.

Contributions- any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance, or deposit of money or any valuable thing, to a candidate or political committee made for the purpose of influencing any election in this Commonwealth or for paying debts incurred by or for a candidate or committee before or after any election. "Contribution" shall also include the purchase of tickets for events such as Dinners, luncheons, rallies and all other fundraising events; the granting of discounts or rebates not available to the general public ; or the granting of discounts or rebates by television and radio stations and new papers not extended on an equal basis to all candidates for the same office; and any payments provided for the benefit of any candidate, including any payments for the services of any person serving as an agent of a candidate or committee by a person other than the candidate or committee or a person whose expenditures the candidate or committee must report under this act the word "contribution" includes any receipt or use of anything of value received by a political committee (section 1621 of the act of June 3,1937(P.L.1333, NO.320), known as the Pennsylvania Election Code.

Executive level employee- An employee of a person or person's affiliated entity who:

(1) Can affect or influence the outcome of the person's or affiliated entity's actions, policies or decisions relating to pensions and the conduct of business with the Borough or the Borough's pension system; or

Draft

(2) Is directly involved in the implementation or development of policies relating to pensions, investments, contracts or procurement or to the conduct of business with the Borough or Borough's pension system.

Political Committee – As defined in section 1621 of the act of June 3, 1937 (PL 1333, NO 320), Known as the Pennsylvania Election Code ("any committee, club, association or other group of persons which receives contributions or makes expenditures.")

Professional services contract- A contract to which the Borough pension system is a party that is

(1) For the purpose or provision of professional services, including investment services, legal services, real estate services and other consulting services; and
(2) Not subject to a requirement that the lowest bid be accepted.

II. PROCUREMENT FOR PROFESSIONAL SERVICES CONTRACTS

A. Procedures- the procedures developed by the Borough are intended to ensure selection of the most qualified person to enter into a professional services contract. Advertisement of the availability of a professional services contract will occur in a timely and efficient manner. Applications and disclosure forms are to be used to submit a proposal for review and to receive the award of a professional services contract.

B. Advertisement- An advertisement of the availability of a proposal for a professional services contract shall set forth:

1- The services that are the subject of the proposed contract
2- Specifications relating to the services,
3- Procedures to complete the contracts, and
4- Required disclosures

C. Review- Procedures to select the most qualified person shall include the review of the person's qualifications, experience and expertise and the compensation to be charged.

D. Personnel-

1- Prior to entering into a professional services contract with the Borough pension system, the contractor shall disclose the names and titles of each individual who will be providing professional services to the Borough pension system, including advisors or subcontractors of the contractor

2- Disclosure under this subsection shall include all of the following:

(i) Whether the individual is a current or former official or employee of the Borough.
(ii) Whether the individual has been a registered Federal or State Lobbyist.
(iii) A description of the responsibilities of each individual with regard to the contract.

3- The resume of an individual included in the disclosure shall be provided to the Borough upon request.

4- The information required under the subsection shall be updated as changes occur.

Draft

E. Conflict of interest- The Borough's policy relating to a potential conflicts of interest includes a minimum one-year restriction on:

1- Participation by a former employee of a contractor or potential contractor in the review of a proposal or negotiation of a contract with the contractor.
2- Participation by a former employee of the municipal pension system in the submission of a proposal of the performance of a contract.

The Borough may determine whether any restriction imposed due to a conflict of interest should extend beyond one year.

F. Public Information- Following the award of a professional services contract, all applications and disclosure forms shall be public for proprietary information or information protected by law.

G. Increase- A professional services contract shall not be amended to increase the cost of the contract by more than 10 % or $10,000, Whichever is greater, unless the increase and a written justification for the increase are public and posted on the Borough's pension system internet website, if an internet website is maintained, at least (7) days prior to the effective date of the amendment.

H. Notice and Summary- The Relevant Factors that resulted in the award of the professional services contract must be summarized in a written statement to be included in or attached to the documents awarding the contract. Within (10) days of the award of the professional services contract, the original application, a summary of the basis for the award and all required disclosure forms must be transmitted to all unsuccessful applicants. If an internet website is maintained, such documents also must be posted on the municipal pension system's internet website at least (7) days prior to the execution of the professional services contract.

III. AGENTS/SOLICITATION

A. Disclosure- A person or an affiliated entity that intends to enter or enters into a professional services contract shall disclose the employment or compensation of a third party intermediary, agent or lobbyist to directly or indirectly communicate with a Borough pension system official or employee or the Borough official or employee in connection with any transaction or investment involving the contractor and the Borough pension plan. The disclosure shall not apply to an officer or employee of the investment firm who is acting within the scope of the firm's standard professional duties on behalf of the firm, including the actual provision of legal, accounting, engineering, real estate or other professional advice, services or assistance pursuant to a professional services contract with the Borough pension plan.

B. Solicitation- A person that enters into or has applied for, submitted an offer or bid for, responded to a request for a proposal on or otherwise solicited a professional services contract with a Borough pension system or an agent, officer, director or employee of that person may not solicit a contribution to a Borough official or candidate for Borough office or to the political party or political action committee to the official or candidate.

Draft

C. **Limitation on Communication**- Upon the advertisement for the professional services contract by the Borough pension system, the contractor may not cause or agree to allow a third party to communicate with officials or employees of the Borough pension system except for request for technical clarification. Requests for technical clarification shall be made by a designated employee of the Borough pension system. Nothing in this subsection shall preclude a potential contactor from responding to requests for clarification or additional information from the Borough pension system.

IV. DISQUALIFICATION

A. **Contributions** – A person of an affiliated entity that, within the past (2) years, has made a contribution a Borough official or a candidate for Borough office may not enter into a professional services contract with the Borough pension system, except that the two-year restriction shall not apply to any contribution made prior to the effective date of this subsection.

B. **Relationships-** A person or an affiliated entity that enters into a professional services contract with The Borough pension system may not have a direct financial, commercial or business relationship with any official of the Borough pension system or the Borough unless the Borough pension system consents in writing to the relationship following full disclosure.

C. **Gifts-** A person with a professional services contract may not offer or confer a gift having more than a nominal value, including money, services, loans, travel, lodging, entertainment, discount or other thing of value, to any official, employee or fiduciary of the Borough pension system.

V. DISCLOSURES

A. Contractors-

(1) A person or an affiliated entity that has a professional services contract with the Borough pension system shall disclose all contributions to which all of the following apply:

(i) The contribution was made within the last five years.

(ii) The contribution was made by an officer, director, executive –level employee or owner of at least 5% of the pension or affiliated entity

(iii) The amount of the contribution was at least $ 500 in the form of:

A- A single contribution by a person included in subparagraph(ii), Or

B- The aggregate of contributions by all persons listed in subparagraph (ii)

(iv) The contribution was made to:

(A) A candidate for any public office in the Commonwealth or to an individual who holds that office, or

(B) A political committee of a candidate for the public office in the Commonwealth or of an individual who holds that office

(2) The information provided under this subsection shall be updated annually

B. **Additional disclosure**- A person or an affiliated entity that has a professional services contract with the Borough pension system shall disclose all of the following:

Draft

1) Information relating to individuals making contributions, including:
   (i) The name and address of the contribution.
   (ii) The contributor's relationship to the contractor.
   (iii) The name and office or position of each person receiving a contribution.
   (iv) The amount of the contribution.
   (v) The date of the contribution.
2) Gifts to an official or employee of the Borough pension system or the Borough
3) The employment or retention of any third- party intermediary, agent or lobbyist and the duties of that person.
4) The existence of any financial relationship under section IV (B) above.

C. Applicability- The provisions of section IV(A) above shall apply to a person and an affiliated entity that has applied for, submitted an offer or bid for, responded to a request for proposal or otherwise solicited a professional services contract with the Borough pension system.

D. Forms- Required disclosure shall be made on a form prepared by the Borough pension system. The form will be attached to the contract and posted on the system's internet website during the term of the contract; an updated form shall be filed annually in accordance with procedures adopted by the plan.

E. Penalties- The following shall apply:

1) The Borough's pension system shall void the professional services contract of a person that knowingly makes a material misstatement or omission in a disclosure form under this chapter and shall prohibit the person from entering into a contract for a period of up to (3) years.

2) If a contractor or person that has submitted a proposal or bid in a violation of paragraph (1) more than two times in a 36- month period, all contracts between that contractor and the Borough pension system shall be void and that person shall be debarred for a period of at least (3) years from the date of last violation.

VI. DUTY TO ACT

If a person that enters into or has applied for, submitted an offer or bid for, responded to a request for proposal on or otherwise solicited a contract with the Borough system or an officer. Director or employee of the Borough pension system is aware and reasonably should be aware of an apparent, potential or actual conflict of interest; the person shall disclose the conflict and promptly eliminate the conflict.

VII. NO PREEMPTION OF STRICTER RULES OR LAWS

This Policy shall not be construed to preempt or limit the application of any provision, regulation or law imposing a stricter code of ethics.

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council authorize the use of White's Road Park for the Easter Sunrise Service on Sunday, March 27, 2016 from 6:30am to 8:30am by St. John's United Church of Christ subject to the Borough's receipt and approval of the required Certificate of Insurance.

Presented by: _____ Fuller

Seconded by: _____

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Ordinance 1886 amending chapter 114-5 of the Lansdale Lansdale Borough code to add an additional location for handicapped parking located at 174 East Second Street.

Presented by: _____ Work

Seconded by: _____

Draft

BOROUGH OF LANSDALE
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2016-1886

AN ORDINANCE OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING CHAPTER 114-5 OF THE LANSDALE BOROUGH CODE TO ADD AN ADDITIONAL LOCATION FOR HANDICAPPED PARKING; REPEALING ALL INCONSISTENT ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND CONTAINING AN EFFECTIVE DATE

WHEREAS, the Pennsylvania Borough Code authorizes the Borough to enact ordinances in the best interest of the public health, safety, and welfare; and

WHEREAS, Lansdale Borough Council has determined that it is in the best interest of the residents to provide for handicapped parking as provided herein.

NOW, THEREFORE, Council of the Borough of Lansdale does hereby **ENACT** and **ORDAIN** as follows:

SECTION I. AMENDMENT TO LANSDALE BOROUGH CODE

The Lansdale Borough Code is amended to add the following location for handicapped parking to Chapter 114-5 (D)(2):

"174 East Second Street; 95 feet to 115 feet in a westerly direction along the South curbline measured from the west curbline with North Line Street."

SECTION II. SEVERABILITY

In the event that any section, sentence, clause, or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose the validity of the remaining portions of this Ordinance.

SECTION III. REPEALER

All ordinances or resolutions or parts thereof inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

SECTION IV. EFFECTIVE DATE

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

ORDAINED AND ENACTED by the Borough Council of the Borough of Lansdale, Montgomery County, Pennsylvania this 16th day of March, 2016.

Draft

LANSDALE BOROUGH COUNCIL

By: _____
Denton Burnell
Council President

Attest: _____
Jacob I. Ziegler
Borough Secretary

APPROVED this 16th day of March, 2016.

_____
G. Andrew Szekely,
Mayor

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Ordinance 1887 amending the Code of Ordinances of Lansdale Borough to add a "No Parking At Any Time" zone on the north side of East Fourth Street from its intersection with Line Street, eastward to an additional 100 feet past the eastern curb of Williamson Court Homeowner's Association street.

Presented by: _____ Work

Seconded by: _____

Draft

BOROUGH OF LANSDALE
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2016-1887

AN ORDINANCE OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE CODE OF ORDINANCES OF LANSDALE BOROUGH TO ADD A NO-PARKING AT ANY TIME ZONE ON THE NORTH SIDE OF EAST 4TH STREET FROM ITS INTERSECTION WITH LINE STREET, EASTWARD TO AN ADDITIONAL 100 FEET PAST THE EASTERN CURB OF WILLIAMSON COURT' HOMEOWNERS' ASSOCIATION'S STREET; REPEALING ALL INCONSISTENT ORDINANCE OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lansdale Borough Council has enacted the Code of Ordinances of Lansdale Borough, which contains, inter alia, provisions prohibiting parking of vehicles at all times on specific streets in Lansdale Borough; and

WHEREAS, the Borough has determined that the sight distance exiting onto E. 4th Street from both Williamson Court and the parallel alley is often blocked by vehicles parked on the north side of East 4th Street at those locations, which presents a hazard to the safety to the residents of the Borough and the traveling and pedestrian public; and

WHEREAS, Borough Council is authorized by the Pennsylvania Vehicle Code to prohibit parking of vehicles at all times at certain locations within Lansdale Borough, and has determined that such a prohibition is required at the location stated above in order to protect the health, safety and welfare of the residents of Lansdale Borough and the traveling and pedestrian public;

NOW, THEREFORE, be it, and it is hereby **ORDAINED** by the Lansdale Borough Council, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. The Code of Ordinance of Lansdale Borough is amended to add the following location to the existing list of locations at which parking is prohibited at all times:

NAME OF STREET	SIDE	LOCATION
East 4th Street	North point	From the intersection of Line Street, eastward to a an additional 100 feet past the eastern curb of Williamson Court's Homeowners' Association's street

II. The appropriate no-parking signs are hereby authorized to be erected to provide notice of the provisions of this Ordinance.

III. The Lansdale Police Department is authorized to enforce the provisions of this Ordinance.

IV. All ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of the inconsistency.

Draft

V. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance or on the provisions of the Code of Ordinance of Lansdale Borough.

VI. This Ordinance shall take effect five (5) days following its legal enactment.

ENACTED and **ORDAINED** this 16th day of March, 2016.

Jacob I. Ziegler, Borough Secretary	**Denton Burnell,** Council President

APPROVED by the Mayor of Lansdale Borough on this 16th day of March, 2016.

G. Andrew Szekely,
Mayor

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council adopt attached Ordinance 1888 to amend Sections 7-4 and 7-5 of the Code of Ordinances of Lansdale Borough in their entireties to restate the provisions for "Applications and Qualifications" and "Examination and Grading Procedure" for the Lansdale Borough Civil Service Commission and to amend Section 7-6 of the Code of Ordinances to cross-reference the performance requirements for the rank of Lieutenant.

Presented by: _____ Work

Seconded by: _____

Draft

BOROUGH OF LANSDALE,
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2016-1888

AN ORDINANCE OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, TO AMEND SECTIONS 7-4 AND 7-5 OF THE CODE OF ORDINANCES OF LANSDALE BOROUGH IN THEIR ENTIRETIES TO RESTATE THE PROVISIONS FOR "APPLICATIONS AND QUALIFICATIONS" AND "EXAMINATION AND GRADING PROCEDURE" FOR THE LANSDALE BOROUGH CIVIL SERVICE COMMISSION, AND TO AMEND SECTION 7-6 OF THE CODE OF ORDINANCES OF LANSDALE BOROUGH TO CROSS-REFERENCE THE PERFORMANCE REQUIREMENTS FOR THE RANK OF LIEUTENANT; REPEALING ALL INCONSISTENT ORDINANCE OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lansdale Borough Council has enacted the Code of Ordinances of Lansdale Borough which contains, *inter alia*, provisions governing the Lansdale Borough Civil Service Commission, and specifically provisions governing "Applications and Qualifications", "Examination and Grading Procedure" and "Certification of the List of Eligibles and Appointment"; and

WHEREAS, Borough Council desires to amend the above-referenced provisions of the Civil Service Commission regulations to include general qualifications for applicants for the rank of lieutenant, to add examination requirements for the rank of lieutenant, to remove the requirement for a physical agility test for the rank of sergeant, and to add a cross-reference to the requirement of fulfilling the performance requirement for the rank of lieutenant; and

WHEREAS, the proposed amendments to the Civil Service Commission regulations are declared to be in the best interests of the health, safety and welfare of the residents of Lansdale Borough;

NOW, THEREFORE, be it, and it is hereby **ORDAINED** by Lansdale Borough Council, and it is hereby **ENACTED** and **ORDAINED** by authority of same as follows:

I. Section 7-4 of the Code of Ordinances of Lansdale Borough is amended in its entirety to read as follows:

§7-4. Applications and qualifications.

A. Eligibility for examination.

(1) In order to be included for participation in any examination for any position with the Police Department, every applicant must submit a completed application to the Commission before the deadline stated by the Commission before the deadline stated by the Commission for that specific examination.

(2) The statements made by the applicant in the application shall contain no falsification, omission or concealment of material fact. The applicant must make an oath to the penalties of 18 Pa.C.S.A. §4904. Should investigation disclose any willful misstatement, falsification, omission or concealment with respect to any item contained in an application,

Draft

a. The application shall be invalid and the applicant shall be disqualified from examination;

b. If the applicant shall have been examined, the name of such applicant shall be removed from the eligible list; or

c. If the applicant shall have been appointed, such willful misstatement, falsification, omission or concealment shall constitute grounds for dismissal from the Police Department.

B. Discrimination. The Borough of Lansdale is an equal opportunity employer. It is the policy of the Borough of Lansdale and the Commission to grant equal employment opportunities to qualified persons without regard to race, religion, color, national origin, gender, age, veteran's status, marital status, sexual orientation, or non-job related physical or mental handicaps or disabilities. The Borough of Lansdale and the Commission will provide equal opportunities in employment and promotion.

C. Availability of application. Application forms shall be available to all interested persons in the office of the Borough Secretary and from such other offices and officers that the Commission, from time to time, may choose to designate. Application forms may be mailed upon written or telephone request. However, the Commission assumes no responsibility for missed filing deadlines due to delay in the mail.

D. Age and residency requirements. Each applicant must have reached his 21st birthday before the deadline for submitting completed applications. An applicant must agree in writing to establish his permanent residence within a ten-mile radius of the Borough Hall within six months after completing his probationary period.

E. General qualifications for all applicants. Each applicant for any position in the Police Department shall:

(1) Be a citizen of the United States of America. In the case of a naturalized citizen, evidence of naturalization satisfactory to the Commission shall be provided by the applicant.

(2) Have completed a course of study at a police academy certified by the MPOETC and be able to meet the standards of the MPOETC as required by Act 120 or qualify for a waiver of training under the standards of the MPOETC. In the event that an applicant receives a partial waiver of MPOETC requirements, applicant will complete necessary courses to receive full MPOETC accreditation prior to employment.

(3) Meet one of the following education and/or experience requirements:

a. Have completed a minimum of two years (60 semester hours) from an accredited college (any credits awarded from MPOETC are applicable); or

b. Have completed two years' active duty military experience with an honorable discharge and/or eligibility for honorable discharge if still engaged in military service at the time of application; or

Draft

c. Have two years' experience as a certified law enforcement officer with a minimum of 1,000 hours of actual on-the-job experience.

(4) Possess a valid motor vehicle operator's license valid in the Commonwealth of Pennsylvania, which license shall not be suspended or revoked at the time of filing this application.

(5) Be of good moral character and be physically and mentally fit to perform the full duties of a police officer.

(6) Not have been convicted of any local, state or federal offense that is classified as a misdemeanor or felony.

(7) Be able to perform and meet the essential job functions and personal characteristics requirements as adopted by the Commission in §7-10 hereof.

F. General qualifications for applicant for Sergeant.

(1) (Reserved)

(2) Each applicant for the position of Sergeant shall:

a. Have at least two years of experience in the Lansdale Borough Police Department;

b. Have satisfactorily completed a basic training program for police officers and be currently certified by the MPOETC;

c. Have demonstrated an ability to carry out orders from supervisors;

d. Demonstrate a working knowledge of police science and administration as ascertained by an appropriate promotional examination;

e. Demonstrate an ability to deliver and supervise the work of subordinates;

f. Have received an overall evaluation of average or above and shall not have received an unacceptable rating in any category on the last performance evaluation.

g. Not have been suspended from duty for more than two (2) total days in the two (2) years prior to the date on which an application for Sergeant is made available.

G. General qualifications for applicant for Lieutenant.

(1) Each applicant for the position of Lieutenant shall:

a. Have a minimum of four (4) years of experience in the Lansdale Borough Police Department, a minimum of two (2) of such years must have been in the rank of police Sergeant;

Draft

b. Have satisfactorily completed a basic training program for police officers and be currently certified by the MPOETC;

c. Have demonstrated an ability to carry out orders from supervisors;

d. Demonstrate a working knowledge of police science and administration as ascertained by an appropriate promotional examination;

e. Have knowledge of department policies, rules, regulations and administrative practices;

f. Demonstrate an ability to deliver and supervise the work of subordinates;

g. Have received an overall evaluation of average or above and shall not have received an unacceptable rating in any category on the last performance evaluation; and

h. Must have strong leadership, management, organizational and communication skills, be self-motivated and able to build a team environment.

i. Not have been suspended from duty for more than three (3) total days in the five (5) years prior to the date on which an application for Lieutenant is made available.

H. Disqualification of applicant. The Commission may refuse to examine or, if examined, may refuse to designate as eligible after examination any applicant who is found to lack any of the minimum qualifications for examination prescribed in these rules and regulations for the particular position for which the applicant has applied. In addition, the Commission may refuse to examine or, if examined, may refuse to designate as eligible any applicant who is physically or mentally unfit to perform the full duties of the position to which he or she seeks employment or who is a habitual substance abuser, who is guilty of any crime involving moral turpitude or of infamous or notoriously disgraceful conduct, or who has been dismissed from public service for delinquency or misconduct in office, or who is affiliated with any group whose policies or activities are subversive to the form of government set forth in the Constitution of the United States and of the Commonwealth of Pennsylvania.

I. Recording and filing applications. Applications for positions in the Police Department shall be available pursuant to §7-4.C hereof only after an examination has been properly advertised and before the deadline for receiving applications which shall be set forth in the public advertisement. Applications will be received by the person designated in the public advertisement or his designee. That person shall record the receipt of all applications and provide each applicant with notice of the time and place for the first portion of the testing procedure, the written examination. Any application containing material errors or omissions may, at the discretion of the Commission, be returned to the applicant for correction prior to the deadline for filing applications, after which no new applications or amended applications will be accepted. An application shall become invalid one year after the date upon which is was received.

II. Section 7-5 of the Code of Ordinances of Lansdale Borough is amended in its entirety to read as follows:

§7-5. Examination and grading procedure.

Draft

A. Public notice. Public notice of the time and place of the examination, together with information as to the position to be filled, shall be given by publication in the newspaper of general circulation in the Borough of Lansdale. The public notice shall be published at least two (2) weeks prior to an examination, and a copy of the notice shall be posted on the bulletin board in the Borough Hall. Additional public notice by publication, posting or otherwise, may be given at any time at the direction of the Commission.

B. Notice of examination.

(1) In addition to the public announcement of the written examination, the Secretary shall give timely written notice as follows:

a. By mailing or otherwise delivering to each applicant who shall have passed the written examination and who is scheduled by the Commission for oral and polygraph examination notice which shall include the date, time, place and duration of the oral examination and polygraph examination.

b. Every such notice shall be mailed or otherwise delivered at least seven (7) days prior to the date fixed for that portion of this examination. Only an applicant receiving notice to report shall be permitted to participate, and each applicant shall present his notice to the examiner before he or she shall be examined. Failure to report for any portion of the examination in accordance with the instructions contained in the written notice shall disqualify the applicant, and the conditional offer of employment (if applicable) shall be immediately withdrawn except that, in the case of a medical or psychological examination, the applicant, with the prior approval of the medical examiner and/or psychologist designated in the notice, may fix another date and time for such examination; provided, however, that any such date or time shall be within a period of five (5) days from the date established in the written notice.

C. Appointment of examiners. The Commission may, from time to time, appoint one or more qualified examiners to supervise or conduct all portions of the examinations required by these rules and regulations.

D. Conditional offer of employment. Every applicant receiving a conditional offer of employment and accepting same shall be required to submit to a medical examination and a psychological examination and shall meet the minimum requirements specified by the MPOETC and the Commission.

E. Report of examiner. The Commission may furnish each examiner with forms upon which the examiner shall state the physical and/or mental condition of each applicant. The report of each examination shall be submitted to the Commission within five (5) days after the date of the examination.

F. Rejection of unfit applicants. If the examiner shall deem any applicant unfit for performance of duties of a police officer because of any physical or mental defect, whether or not the defect shall be specifically stated as cause for rejection in the statement of medical requirements, or because of any requirement of Act 120 established and regulated by the MPOETC or if any applicant fails to meet the provisions of the conditional offer of employment, the conditional offer of employment shall be withdrawn and such applicant shall be rejected and a brief statement of the reasons for rejection shall be entered in the file of the applicant.

Draft

G. Reexamination of fitness. Each applicant, to be eligible for appointment to any position in the Police Department, shall be deemed fit as determined by the testing procedures set forth in Subsection H hereof and by current Act 120 certification. If, in the judgment of the Commission, there shall have been any change in the fitness of any applicant, whether or not such changes shall have been reported by the applicant, the Commission may require the applicant to submit to a further testing before being certified for appointment.

H. Examination for entry-level police positions:

(1) The examination for the position of police officer shall consist of the follow parts:

Step	Element	Passing Score	Weighting
1	Written examination	75%	60%
2	Agility test	Pass/Fail	Pass/Fail
3	Oral examination	75%	40%
4	Background investigation	Pass/Fail	Pass/Fail
5	Polygraph	Pass/Fail	Pass/Fail
6	Medical examination	---	Pass/Fail
7	Psychological examination	---	Pass/Fail

During probationary period:

8	Field training program	---	Pass/Fail
9	Random drug and alcohol Testing	---	Pass/Fail

(2) The examination for the position of Sergeant shall consist of the following parts:

Step	Element	Passing Score	Weighting
1	Performance rating	70%	Pass/Fail
2	Written examination	70%	50%
3	Oral examination	70%	50%
4	Medical examination	---	Pass/Fail
5	Psychological examination	---	Pass/Fail

(3) The examination for the position of Lieutenant shall consist of the following parts:

Step	Element	Passing Score	Weighting
1	Performance rating	---	Pass/Fail
2	Written examination	70%	40%
3	Oral interview	70%	60%
4	Medical examination	---	Pass/Fail
5	Psychological examination	---	Pass/Fail

Draft

(4) The examination for the position of Police Chief shall consist of the following parts:

Step	Element	Passing Score	Weighting
1	Written examination[1]	70%	Pass/Fail
2	Oral Interview	70%	100%
3	Background investigation	---	Pass/Fail
4	Medical examination	---	Pass/Fail
5	Psychological examination	---	Pass/Fail

I. Percentage of value of examination elements. Each of the written examinations and oral examinations shall be graded on a scale of 100% and shall be weighted as indicated in subsection H.

J. Passing grades. The minimum passing grade for an examination for the position of Sergeant, Lieutenant, and Chief of Police shall be a score of 70%, and each applicant for any such position shall score at least 70% on each element (excluding pass/fail elements) of the examination. The minimum passing grade for an examination for the position of police officer shall be a score of 75%, and each applicant for such position shall score at least 75% on each element (excluding pass/fail elements) of the examination. Every applicant for the position of police officer who receives a score of at least 75% on the examination and who is entitled by law to additional credit for service in the Armed Forces of the United States shall have his or her total score adjusted by the addition of 10 points. An applicant claiming veterans' preference shall submit additional satisfactory proof of active service and honorable discharge whenever the Commission shall so demand.

K. Notice of applicant's grade. When the grading of each portion of any examination is completed, the Secretary shall give each applicant written notice of his grade.

L. Ineligibility for future examination for six months. If an applicant fails to obtain a passing grade in any examination, he or she shall not be permitted to participate in a subsequent examination for a position, excluding promotional positions, in the Police Department of the Borough of Lansdale for six (6) months.

M. Administering examinations. The Commission may designate any recognized examining agency to act as examiner for any examination portion thereof. The Commission shall reserve the right to accept or reject for cause, in whole or in part, the recommendation of the appointed examining agency.

N. Conduct of written examinations. The Commission shall prepare a statement of instructions and rules for the conduct of written examinations. The appointed examiner shall administer each examination in accordance with the instructions of the Commission and shall be responsible for enforcing the rules of conduct for written examinations.

O. Background investigation of applicant.

[1] Optional

Draft

(1) The Commission shall request the Chief of Police, or his designee, to conduct a background investigation on each applicant. The background investigation shall include but not be limited to the completion of a background questionnaire, interviews with the applicant's family, acquaintances, current and former employers, current and former neighbors, references and current and former teachers and school officials. In addition, the applicant's credit history and record of criminal convictions shall be investigated. The information obtained during the background investigation may be verified during the polygraph portion of the examination.

(2) The applicant may be interviewed directly when the information collected during the background investigation requires clarification or explanation. After the background investigation is complete, the Chief or his designee shall make a written recommendation to the Commission on whether the applicant is appropriate for consideration for appointment as a police officer. Appropriateness of the applicant shall be based on the criteria set forth in §7-4 of these rules and regulations. This recommendation shall be in writing, and if the recommendation is to disqualify, then a detailed written explanation of the reasons for disqualification must be included. The Commission shall make the final determination on whether the information collected during the background investigation warrants rejection of the candidate.

P. Penalty for improper conduct. Should an applicant intentionally commit any act tending to defeat the proper conduct or the result of any examination, his or her name shall be removed from the eligible list resulting from the examination and the applicant shall not be permitted to make future application for any position in the Police Department.

Q. Number of applicants to be tested. Notwithstanding any contrary provision of these rules and regulations, the Commission may, at its election, limit the number of applicants for police officer who shall be permitted to participate at the oral examination and subsequent stages, regardless of the total number of applicants passing the written examination.

III. Section 7-6.A. of the Code of Ordinances of Lansdale Borough is amended to read as follows:

A. Creation of eligible list. At the completion of the written examination, oral examination, background investigation and polygraph examination, the Commission shall rank all passing applicants on a list with the applicant receiving the highest score at the top of the list and the applicant receiving the lowest passing score at the bottom of the list. Applicants who qualify for veterans' preference points shall have those points added to their passing score prior to being ranked on the eligible list. For Sergeant positions, fulfilling the performance requirements set forth in §7-4.F is also required, and for Lieutenant positions, fulfilling the performance requirements set forth in §7-4.G is also required. In the case of tied scores, the tie will be broken by giving preference to the applicant who submitted a final completed application first. If both the tied applicants submitted their completed applications on the same day, then the applicants shall be ranked in alphabetical order by surname. The eligibility list shall be valid for one (1) year from the date the Commission ranks all passing applicants, assigns veterans' preference points and formally adopts the eligibility list. The Commission may, at its sole discretion, by a vote of the majority of the Commission at a duly authorized Commission meeting, extend the list for an additional one (1) year. The Commission may, at its sole discretion, void an eligibility list at any time for any reason.

Draft

IV. All ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of the inconsistency.

V. The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Ordinance or on the provisions of the Code of Ordinances of Lansdale Borough.

VI. This Ordinance shall become effective five (5) days following its legal enactment.

ENACTED and **ORDAINED** this 16th day of March, 2016.

Jacob I. Ziegler,
Borough Secretary

Denton Burnell,
Council President

APPROVED by the Mayor of Lansdale Borough this 16th day of March, 2016.

G. Andrew Szekely,
Mayor

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve Change Order #1 in the amount of $13,121.00 (addition) for the 9th Street Station Off-Site Improvements Project per the recommendation of Remington, Vernick & Beach, engineering consultants for this project. This project will be paid for with the money received from the Lansdale Parking Authority in exchange for the 9th Street Station parking lot parcel.

Presented by: _____ Malagari

Seconded by: _____

Draft

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

Professional Excellence Since 1901

SENIOR PRINCIPALS
Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME *(deceased 2006)*
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES
Charles E. Adamson, PLS, AET
John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE
Annina Hogan, PE, RA, CME, CPWM, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME
Gregory J. Sullivan, PE, PP, CME

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
☐ (609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
☐ (240) 544-5382

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
☐ (610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
☐ (302) 266-0212

Remington, Vernick & Arango Engineers
The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

February 22, 2016

Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Attn: Mr. Jake Ziegler
Borough Manager

Re: Borough of Lansdale
9th Street Station Off-Site Improvements
Change Order#1
Our File# PMLDT053

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Change Order #1 for the above referenced project.

This change order reflects changes due to unforeseen field conditions.

Once the change order is approved, please have both copies of the change order signed by the proper officers. Please return one (1) signed copy to our office for further distribution, and retain one (1) signed copy for your file.

Should you have any questions please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio. P.E., C.M.E.
Principal

Enclosure

cc: Dan Shinskie, Borough of Lansdale
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Paul W. Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

S:\Lansdale\PMLDT053 - 9th Street Extension\Construction Management\Payments, Change Orders\PMLDT053-Change Order#1 2.22.16.doc

Draft

REMINGTON VERNICK & BEACH ENGINEERS

CHANGE ORDER #1

9th Street Station Off-Site Improvements
PMLDT053
February 12, 2016

OWNER: Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

CONTRACTOR: Marino Corp.
1400 Cressman Road
Skippack, PA 19474

Reason for Change: Changes due to unforeseen field conditions.

The time provided for completion of the contract is *INCREASED* by 0 calendar days.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
	description	1	LS	$0.00	$0.00
					$0.00
REDUCTIONS					
	description	1	LS	$0.00	$0.00
					$0.00
SUPPLEMENTALS					
CO#101	Remediation of Unsuitabe Subgrade Material	478.55	SY	$20.00	$9,571.00
	Premium Time 10/31/15	1	LS	$1,650.00	$1,650.00
	Premium Time 11/6/15	1	LS	$1,900.00	$1,900.00
					$13,121.00
	ORIGINAL CONTRACT AMOUNT				$247,604.00
	+ Extras		$0.00		
	- Reductions		$0.00		
	+ Supplements		$13,121.00		$13,121.00
	ADJUSTMENT AMOUNT BASED ON **Change Order #1**				**$260,725.00**

ACCEPTED BY: Marino Corp. Kristen Gaffney — Date 2/19/16

Daniel Beach, Contract Administrator — Date 2/19/16

RECOMMENDED BY: Thomas F. Beach, PE, CME, Executive Vice President — Date 2-22-16

APPROVED BY: Borough of Lansdale — Date

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve Payment #2 in the amount of $119,643.62 to Marino Corporation for work completed on the 9th Street Extension Off-Site Improvement Project per the recommendation of Remington, Vernick & Beach, engineering consultants for this project. This project will be paid for with the money received from the Lansdale Parking Authority in exchange for the 9th Street Station parking lot parcel.

Presented by: _____ Malagari

Seconded by: _____

Draft

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

Professional Excellence Since 1901

SENIOR PRINCIPALS
Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
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Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME
Gregory J. Sullivan, PE, PP, CME

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220

3 Jocama Boulevard, Suite 300-400
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(732) 955-8000

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Newark, DE 19702
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Cinnaminson, NJ 08077
(856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137

February 22, 2016

Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Attn: Mr. Jake Ziegler
Borough Manager

Re: Borough of Lansdale
9th Street Station Off-Site Improvements
Payment Certificate #2
Our File# PMLDT053

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Payment Certificate 1 for the above referenced project.

RVB recommends payment to Marino Corp. (hereafter referred to as "Contractor"), in the amount of $119,643.62. The amount of $26,072.50 is being held for 10% retainage.

Please review and process for payment to the Contractor. Should you have any questions, please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio, P.E., C.M.E.
Principal

Enclosure

cc: Dan Shinskie, Borough of Lansdale
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Paul Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

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Draft

REMINGTON VERNICK & BEACH ENGINEERS

Payment Certificate No. 2

Project Name: 9th Street Station Off-Site Improvements

Project Number: PMLDT053

Application Date: 2/10/2016

Owner
Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Contractor
Marino Corp.
1400 Cressman Road
Skippack, PA 19474

No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 2	Amount Complete Cert. 2	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
1	Mobilization	1	LS	$1,900.00	$1,900.00	0.4	$760.00	0.6	$1,140.00	**1**	$1,900.00
2	Maintenance and Protection of Traffic	1	LS	$1,400.00	$1,400.00		$0.00	1	$1,400.00	**1**	$1,400.00
3	Construction Layout	1	LS	$3,400.00	$3,400.00	0.34	$1,156.00	0.66	$2,244.00	**1**	$3,400.00
4	Record Drawings	1	LS	$3,500.00	$3,500.00	1	$3,500.00	0	$0.00	**1**	$3,500.00
5	Site Clearing and Grubbing	1	LS	$20,400.00	$20,400.00		$0.00	1	$20,400.00	**1**	$20,400.00
6	Filter Sock, 12"	1000	LF	$5.00	$5,000.00		$0.00	1000	$5,000.00	**1000**	$5,000.00
7	Inlet Protection	6	EA	$144.00	$864.00		$0.00	6	$864.00	**6**	$864.00
8	Roadway Excavation, Unclassified	850	CY	$34.00	$28,900.00	450	$15,300.00	400	$13,600.00	**850**	$28,900.00
9	PennDOT No. 2A Course Aggregate, Subbase, 6" Depth	2500	SY	$8.00	$20,000.00	250	$2,000.00	2250	$18,000.00	**2500**	$20,000.00
10	Thermoplastic Traffic Striping	1	LS	$1,600.00	$1,600.00	1	$1,600.00	0	$0.00	**1**	$1,600.00
11	Tie-in to Existing Storm Sewer Structure	1	EA	$1,200.00	$1,200.00		$0.00	1	$1,200.00	**1**	$1,200.00
12	Inlet, Type M	3	EA	$2,600.00	$7,800.00	1	$2,600.00	2	$5,200.00	**3**	$7,800.00
13	Storm Sewer Manhole	1	EA	$2,900.00	$2,900.00		$0.00	1	$2,900.00	**1**	$2,900.00
14	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, .3 to 3 Million ESALS, 1.5" Depth, SRL-H	225	TON	$124.00	$27,900.00	225	$27,900.00	0	$0.00	**225**	$27,900.00
15	Superpave Asphalt Base Course, 25MM, PG 64-22, .3 to 3 Million ESALS, 4.5" Depth	650	TON	$76.00	$49,400.00	650	$49,400.00	0	$0.00	**650**	$49,400.00
16	Storm Sewer Trench Restoration, Including Installation of 4.5" 25MM Base Course and 1.5" of 9.5MM Wearing Course, All Inclusive	220	SY	$60.00	$13,200.00	220	$13,200.00	0	$0.00	**220**	$13,200.00
17	Rolled Asphalt Curb	500	LF	$14.00	$7,000.00	500	$7,000.00	0	$0.00	**500**	$7,000.00
18	15" High Density Polyethylene Pipe, Including Trench Backfill	510	LF	$58.00	$29,580.00	51	$2,958.00	459	$26,622.00	**510**	$29,580.00
19	18" High Density Polyethylene Pipe, Including Trench Backfill	330	LF	$62.00	$20,460.00	27	$1,674.00	303	$18,786.00	**330**	$20,460.00
20	Site Signage	1	LS	$1,200.00	$1,200.00	1	$1,200.00	0	$0.00	**1**	$1,200.00
CO#101	Remediation of Unsuitabe Subgrade Material	478.55	SY	$20.00	$9,571.00	478.55	$9,571.00	0	$0.00	**478.55**	$9,571.00
CO#102	Premium Time 10/31/15	1	LS	$1,650.00	$1,650.00	1	$1,650.00	0	$0.00	**1**	$1,650.00
CO#103	Premium Time 11/6/15	1	LS	$1,900.00	$1,900.00	1	$1,900.00	0	$0.00	**1**	$1,900.00
Totals					$260,725.00		$143,369.00		$117,356.00		$260,725.00

Draft

Payment Summary

Payments			
1	$115,008.88	2	$119,643.62

Total Completed to Date:	$260,725.00
Less 10% Retainage:	$26,072.50
Subtotal:	$234,652.50
Total Payments to Date:	$115,008.88
Amount Due This Period:	**$119,643.62**

Contract Adjustment Summary

Change Orders			
1	$13,121.00	Additional Days	
2			
3			

Original Contract Amount:	$247,604.00
Total Change Orders:	$13,121.00
Adjusted Contract Amount:	$260,725.00
Original Contract Expiration:	11/17/15
Extension (in days):	0
Ammended Contract Expiration:	11/17/15

Payment Recommendation

Amount Certified this Period: $119,643.62

Marino Corp. 2/19/16 Date

Thomas F Beach, P.E., C.M.E. 2-22-16 Date

Daniel Beach, Contract Administrator 2/19/16 Date

Borough of Lansdale Date

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council authorize Payment #10 in the amount of $11,196.20 to Laffredo Construction Company for work completed on the 2013 Roads Program (Utilities) - Phase I per the recommendation of Remington, Vernick & Beach, Inc., engineering consultants for this project. This project is being funded through the Capital Reserves Fund.

Presented by: _____ Malagari

Seconded by: _____

Draft

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

Professional Excellence Since 1901

SENIOR PRINCIPALS
Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
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Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

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Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME
Gregory J. Sullivan, PE, PP, CME

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jocama Boulevard, Suite 300-400
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845 North Main Street
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Wildwood City, NJ 08260
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Pittsburgh, PA 15205
☐ (412) 263-2200

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Newark, DE 19702
☐ (302) 266-0212

Remington, Vernick & Arango Engineers
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Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

February 24, 2016

Borough of Lansdale
One Vine Street, Suite 201
Lansdale, PA 19446

Attn: Mr. Jacob I. Ziegler
Borough Manager

Re: Borough of Lansdale
2013 Road Program (Utilities) Project
Release of Certificate #10 Funds
Our File# PMLDT030

Dear Jake:

Enclosed, please find a copy of our original Certificate #10 recommendation.

Payment on this certificate was held by the Borough due to non-payment of subcontractors. It is our understanding, in conjunction with the Borough Solicitor, that this matter has been resolved and the funds should be released to Laffredo Construction.

Please review and process for payment to Laffredo Construction. Should you have any questions please feel free to contact our office (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio, P.E., C.M.E.
Principal

Enclosure

cc: Laffredo Construction
Rick Delong, Lansdale, sent via email rdelong@lansdale.org
Dan Shinski, Lansdale, sent via email dshinskie@lansdale.org
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Paul W. Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

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REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
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Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
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(856) 795-1882 (fax)

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(732) 505-8416 (fax)

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Old Bridge, NJ 08857
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(732) 591-2815 (fax)

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(609) 645-7076 (fax)

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(609) 522-5150
(609) 522-5313 (fax)

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Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

73 West Main Street, Rear
Mechanicsburg, PA 17055
(717) 766-1775
(717) 766-0232 (fax)

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Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

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(302) 266-6208 (fax)

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(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

December 12, 2013

Borough of Lansdale
One Vine Street
Lansdale, PA 19446

Attn: Timothea M. Kirchner
Borough Manager

Re: Borough of Lansdale
2013 Road Program (Utilities) Project
Certificate #10
Our File# PMLDT030

Dear Timothea:

Enclosed, please find two (2) copies of Certificate #10.

We recommend payment to the contractor in the amount of $11,196.20. The amount of $19,767.42 is being held for 2.5% retainage.

Please review, process for payment to Laffredo Construction. Should you have any questions please feel free to contact our office (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio, P.E., C.M.E.
Senior Associates, Regional Manager

Enclosure

cc: Laffredo Construction
Jacob Ziegler, Director of Utilities
Thomas F. Beach, P.E., C.M.E.
Daniel S. Beach, Contract Administrator

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Draft

Payment Certificate No. 10

Project Name: 2013 Road Program (Utilities) Project

Project Number: PMLDT030

Application Date: 12/12/2013

Owner
Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Contractor
Laffredo Construction, Inc.
31 Trinley Road
Linfield, PA 19468

No.	Description		QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 10	Amount Complete Cert. 10	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
1	Mobilization (Max. 2.5% up to $10,000)		1	LS	$8,500.00	$8,500.00		$0.00	1	$8,500.00	1	$8,500.00
2	Maintenance and Protection of Traffic		1	LS	$8,800.00	$8,800.00		$0.00	1	$8,800.00	1	$8,800.00
3	Sanitary Sewer Manhole,	M	7	EA	$1,600.00	$11,200.00		$0.00	6	$9,600.00	6	$9,600.00
	IncludingTemporary 1.5" Hot Asphalt Trench Stabilization	L	7	EA	$1,872.95	$13,110.65		$0.00	6	$11,237.70	6	$11,237.70
3R	CO#3		-1	EA	$3,472.95	($3,472.95)		$0.00	0	$0.00	0	$0.00
4	Spray Applied Sanitary Sewer Manhole Liner, Per Linear Foot of Manhole Depth		150	LF	$175.35	$26,302.50	88.16	$15,458.86	0	$0.00	88.16	$15,458.86
5	Replace Manhole Frame and Cover	M	5	EA	$560.00	$2,800.00		$0.00	4	$2,240.00	4	$2,240.00
		L	5	EA	$259.35	$1,296.75		$0.00	4	$1,037.40	4	$1,037.40
5R	CO#3		-1	EA	$819.35	($819.35)		$0.00	0	$0.00	0	$0.00
6	12" SDR-26 PVC Sanitary Sewer Main and	M	430	LF	$21.75	$9,352.50		$0.00	404.5	$8,797.87	404.5	$8,797.87
	Fittings, Including Temporary 1.5" Hot Asphalt Trench Stabilization	L	430	LF	$75.20	$32,336.00		$0.00	404.5	$30,418.40	404.5	$30,418.40
6R	CO#1		-25.5	LF	$96.95	($2,472.23)		$0.00	0	$0.00	0	$0.00
7	10" SDR-26 PVC Sanitary Sewer Main and	M	30	LF	$20.00	$600.00		$0.00	2	$40.00	2	$40.00
	Fittings, Including Temporary 1.5" Hot Asphalt Trench Stabilization	L	30	LF	$230.05	$6,901.50		$0.00	2	$460.10	2	$460.10
7R	CO#3		-28	LF	$250.05	($7,001.40)		$0.00	0	$0.00	0	$0.00
8	8" SDR-26 PVC Sanitary Sewer Main and	M	1600	LF	$14.00	$22,400.00		$0.00	1539	$21,546.00	1539	$21,546.00
	Fittings, Including Temporary 1.5" Hot Asphalt Trench Stabilization	L	1600	LF	$66.35	$106,160.00		$0.00	1539	$102,112.65	1539	$102,112.65
8R	CO#3		-61	LF	$80.35	($4,901.35)		$0.00	0	$0.00	0	$0.00
9	6" SDR-26 PVC Sanitary Sewer Lateral and	M	1000	LF	$18.00	$18,000.00		$0.00	830.25	$14,944.50	830.25	$14,944.50
	Fittings, Including Strongback Fernco Coupling to Existing, and Temporary 1.5" Hot Asphalt Trench Stabilization	L	1000	LF	$48.50	$48,500.00		$0.00	830.25	$40,267.12	830.25	$40,267.12
9R	CO#3		-169.75	LF	$66.50	($11,288.38)		$0.00	0	$0.00	0	$0.00
10	8" SDR-26 PVC WYE Fitting Installed at	M	10	EA	$65.00	$650.00		$0.00	8	$520.00	8	$520.00
	Existing Break-In Connection, Including 8" SDR-26 PVC Pipe, Fernco Connections to Existing Main, and Temporary 1.5" Hot Asphalt Trench Stabilization	L	10	EA	$682.50	$6,825.00		$0.00	8	$5,460.00	8	$5,460.00

Draft

No.	Description		QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 10	Amount Complete Cert. 10	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
10R	CO#3		-2	EA	$747.50	($1,495.00)		$0.00	0	$0.00	0	$0.00
11	PVC Sanitary Sewer Lateral Cleanout,	M	10	EA	$27.00	$270.00		$0.00	9	$243.00	9	$243.00
	Including All Necessary Fittings and Solid	L	10	EA	$475.15	$4,751.50		$0.00	9	$4,276.35	9	$4,276.35
11R	CO#3		-1	EA	$502.15	($502.15)		$0.00	0	$0.00	0	$0.00
12	8" Cured-In-Place Resin Impregnated Liner		1750	LF	$32.55	$56,962.50		$0.00	1475	$48,011.25	1475	$48,011.25
13	12" Cured-In-Place Resin Impregnated Liner		340	LF	$60.90	$20,706.00		$0.00	320	$19,488.00	320	$19,488.00
14	Fill Abandoned Sanitary Sewer Lines with Flowable Fill		1	LS	$2,862.00	$2,862.00		$0.00	0.75	$2,146.50	0.75	$2,146.50
15	Storm Sewer Pipe Connection to Existing Structure		6	EA	$1,220.35	$7,322.10		$0.00	3	$3,661.05	3	$3,661.05
15R	CO#3		-3	EA	$1,220.35	($3,661.05)		$0.00	0	$0.00	0	$0.00
16	"Replace Inlet Top Unit, Type "C", Including	M	5	EA	$595.00	$2,975.00		$0.00	5	$2,975.00	**5**	$2,975.00
	Temporary 1.5" Hot Asphalt Trench Stabilization	L	5	EA	$223.15	$1,115.75		$0.00	2	$446.30	2	$446.30
16E	CO#2		2	EA	$818.15	$1,636.30		$0.00	0	$0.00	0	$0.00
17	Doghouse Inlet, Type "M", Including	M	1	EA	$1,030.00	$1,030.00		$0.00	1	$1,030.00	**1**	$1,030.00
	Temporary 1.5" Hot Asphalt Trench Stabilization	L	1	EA	$689.40	$689.40		$0.00	1	$689.40	**1**	$689.40
17E	CO#3		1	EA	$1,719.40	$1,719.40		$0.00	1	$1,719.40	**1**	$1,719.40
18	Inlet, Type "C", Including Temporary 1.5"	M	8	EA	$860.00	$6,880.00		$0.00	8	$6,880.00	**8**	$6,880.00
	Hot Asphalt Trench Stabilization	L	8	EA	$1,053.75	$8,430.00		$0.00	8	$8,430.00	**8**	$8,430.00
18E	CO#2		2	EA	$1,913.75	$3,827.50		$0.00	2	$3,827.50	**2**	$3,827.50
19	Inlet, Type "C", Type 4, with Oil-Water-	M	1	EA	$2,020.00	$2,020.00		$0.00	1	$2,020.00	**1**	$2,020.00
	Debris Separator, Including Temporary 1.5" Hot Asphalt Trench Stabilization	L	1	EA	$2,651.20	$2,651.20		$0.00	1	$2,651.20	**1**	$2,651.20
20	Storm Manhole, with Oil-Water-Debris	M	1	EA	$2,300.00	$2,300.00		$0.00	1	$2,300.00	**1**	$2,300.00
	Separator	L	1	EA	$2,634.50	$2,634.50		$0.00	1	$2,634.50	**1**	$2,634.50
21	Doghouse Storm Manhole, Including	M	4	EA	$1,200.00	$4,800.00		$0.00	4	$4,800.00	**4**	$4,800.00
	Temporary 1.5" Hot Asphalt Trench Stabilization	L	4	EA	$2,175.20	$8,700.80		$0.00	3	$6,525.60	3	$6,525.60
21R	CO#3		-1	EA	$3,375.20	($3,375.20)		$0.00	0	$0.00	0	$0.00
22	15" HDPE Pipe, Including Temporary 1.5" Hot Asphalt Trench Stabilization		400	LF	$58.70	$23,480.00		$0.00	400	$23,480.00	**400**	$23,480.00
22E	CO#2		520	LF	$58.70	$30,524.00		$0.00	520	$30,524.00	**520**	$30,524.00
23	6" Schedule 40 PVC Roof Drain Collection	M	550	LF	$18.00	$9,900.00		$0.00	550	$9,900.00	**550**	$9,900.00
	System, Including all Fittings and Cleanouts	L	550	LF	$13.30	$7,315.00		$0.00	550	$7,315.00	**550**	$7,315.00
23E	CO#2		236.5	LF	$31.30	$7,402.45		$0.00	236.5	$7,402.45	**236.5**	$7,402.45
24E	CO#3		44	LF	$31.30	$1,377.20		$0.00	44	$1,377.20	**44**	$1,377.20
24	6" Schedule 40 PVC Roof Drain Extension to	M	140	LF	$18.00	$2,520.00		$0.00	140	$2,520.00	**140**	$2,520.00
	Storm Sewer, Including Clean out and Inserta-Tee Connection	L	140	LF	$85.50	$11,970.00		$0.00	140	$11,970.00	**140**	$11,970.00

Draft

No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 10	Amount Complete Cert. 10	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
25	Plain Concrete Curb, Including Permanent Pavement Restorations	700	LF	$45.50	$31,850.00		$0.00	700	$31,850.00	**700**	$31,850.00
25E	CO#3	188.74	LF	$45.50	$8,587.67		$0.00	188.74	$8,587.67	**188.74**	$8,587.67
26	Plain Concrete Sidewalk	50	SY	$124.00	$6,200.00		$0.00	39.22	$4,863.28	39.22	$4,863.28
27	Plain Concrete Sidewalk for Handicapped Ramps, Including Cast-In-Place Detectable Warning Surfaces	350	SY	$139.45	$48,807.50		$0.00	326.64	$45,549.94	326.64	$45,549.94
28	Permanent Pavement Restorations, Superpave Asphalt Base Course, 25 MM Mix, 0.3 to 3 Million ESALS, 6" Depth	1700	SY	$68.45	$116,365.00		$0.00	1162.01	$79,539.58	1162.01	$79,539.58
28E	CO#2	200	SY	$68.45	$13,690.00		$0.00	0	$0.00	0	$0.00
28R	CO#3	-610.34	SY	$68.45	($41,777.77)		$0.00	0	$0.00	0	$0.00
29	Concrete Pavement Removal, Hudson Alley	1	LS	$2,938.70	$2,938.70		$0.00	1	$2,938.70	**1**	$2,938.70
30	Concrete Road Base Restoration, 4th Street and Cannon Avenue, Match Existing Concrete Base Thickness, Maximum 12" Thickness	100	SY	$268.25	$26,825.00		$0.00	0	$0.00	0	$0.00
30R	CO#3	-100	SY	$268.25	($26,825.00)		$0.00	0	$0.00	0	$0.00
CO# 101	Rock Excavation, including Hydraulic Hammer, Machine, and Operator	11	DAY	$1,350.00	$14,850.00		$0.00	11	$14,850.00	**11**	$14,850.00
CO# 102	Remove Existing RCP Pipe, Core Drill Manhole, and Replace RCP Pipe, Not to Exceed	1	LS	$2,315.89	$2,315.89		$0.00	1	$2,315.89	**1**	$2,315.89
CO# 103	Modify Manhole For Unknown Connections and Change of Invert for Utility Conflicts	1	LS	$1,500.00	$1,500.00		$0.00	1	$1,500.00	**1**	$1,500.00
CO#30 1	Re-Connection of Roof Drains	12	EA	$195.00	$2,340.00		$0.00	12	$2,340.00	**12**	$2,340.00
CO#30 2	3" Mill and 3" Base Course on 4th Street from Curb to Curb	2947.77	SY	$29.20	$86,074.88		$0.00	2947.77	$86,074.88	**2947.77**	$86,074.88
CO#30 3	2" Concrete Mill at Cannon Avenue Intersection	208	SY	$9.80	$2,038.40		$0.00	208	$2,038.40	**208**	$2,038.40
CO#30 4	Install Stone Subbase and Grade on 4th Street	1	LS	$3,100.00	$3,100.00		$0.00	1	$3,100.00	**1**	$3,100.00
CO#30	2' x 6' Inlet Top, Type "M"	1	EA	$1,200.00	$1,200.00		$0.00	1	$1,200.00	**1**	$1,200.00
CO#30 6	Downtime for Relocation of Doghouse Manhole and Borough Verification of Unknown Pipe Condition	1	LS	$3,264.00	$3,264.00		$0.00	1	$3,264.00	**1**	$3,264.00
Totals					$826,862.71		$15,458.86		$775,237.78		$790,696.64

Draft

Payment Summary

Payments

1	$100,887.62	2	$12,359.03
3	$25,977.89	4	$38,275.60
5	$41,705.46	6	$35,259.97
7	$102,249.67	8	$129,528.11
9	$273,489.67	10	$11,196.20

Total Completed to Date:	$790,696.64
Less 2.5% Retainage:	$19,767.42
Subtotal:	$770,929.22
Total Payments to Date:	$759,733.02
Amount Due This Period:	**$11,196.20**

Contract Adjustment Summary

Change Orders

1	$18,665.89	Additional Days	
2	$57,080.25		58
3	$2,109.72		45
4			
5			
6			
7			
8			

Original Contract Amount:	$749,006.85
Total Change Orders:	$77,855.86
Adjusted Contract Amount:	$826,862.71
Original Contract Expiration:	08/08/13
Extension (in days):	103
Ammended Contract Expiration:	11/19/13

Payment Recommendation

Amount Certified this Period: $11,196.20

Laffredo Construction, Inc. — Date 12/11/2013

Daniel Beach, Contract Administrator — Date 12/12/13

Thomas F Beach, P.E., C.M.E. — Date 12/12/13

Borough of Lansdale — Date

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve Change Order #3 in the amount of $17,780.90 (addition) for the Reconstruction of Perkiomen Avenue per the recommendation of Remington, Vernick & Beach, engineering consultants for this project.

Presented by: Malagari

Seconded by: _____

Draft

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

Professional Excellence Since 1901

SENIOR PRINCIPALS
Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

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Alan Dittenhofer, PE, PP, CME
Leonard A. Falola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

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Annina Hogan, PE, RA, CME, CPWM, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CFA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
☐ (609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
☐ (240) 544-5382

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
☐ (610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
☐ (302) 266-0212

Remington, Vernick & Arango Engineers
The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

March 10, 2016

Borough of Lansdale
One Vine Street
Lansdale, PA 19446

Attn: Mr. Jake Ziegler
Borough Manager

Re: Borough of Lansdale
Reconstruction of Perkiomen Avenue
Change Order#3
Our Job# PMLDT049

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Change Order #3 for the above referenced project.

This change order reflects additional work due to unforeseen field conditions.

Once the change order is approved, please have both copies of the change order signed by the proper officers. Please return one (1) signed copy to our office for further distribution, and retain one (1) signed copy for your file.

Should you have any questions please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio, P.E., C.M.E.
Principal

cc: Dan Shinskie, Utility Superintendent
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Paul Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

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RV&B Remington Vernick & Beach Engineers

CHANGE ORDER #3

Reconstruction of Perkiomen Avenue
PMLDT049
March 10, 2016

OWNER: Borough of Lansdale
645 West Ninth Street
Lansdale, PA 19446

CONTRACTOR: Bencardino Excavating, Inc.
1423 Wells Drive
Bensalem, PA 19020

Reason for Change: Additional work due to unforeseen field conditions.

The time provided for completion of the contract is *INCREASED* by 0 calendar days.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
	description	1	LS	$0.00	$0.00
					$0.00
REDUCTIONS					
	description	1	LS	$0.00	$0.00
					$0.00
SUPPLEMENTALS					
CO#301	Perform Test Holes on 10/22 as per COR1	1	LS	$5,452.00	$5,452.00
CO#302	Additional Excavation for Sanitary Laterals on 10/28 as per COR3	1	LS	$1,675.00	$1,675.00
CO#303	Driveway Adjustments as per COR9	1	LS	$3,409.25	$3,409.25
CO#304	Driveway Extensions as per COR10	1	LS	$7,244.65	$7,244.65
					$17,780.90
	ORIGINAL CONTRACT AMOUNT				$648,102.00
	+ Extras		$0.00		
	- Reductions		$0.00		
	+ Supplementals		$17,780.90		$17,780.90
	ADJUSTMENT AMOUNT BASED ON Change Order #1 through #2				$662,951.15
	Change Order #1 through #3				**$680,732.05**

Accepted By: _____ March 10, 2016
Bencardino Excavating, Inc. Date

_____ 3/10/16
Daniel Beach, Contract Administrator Date

Recommended By: _____ 3-10-16
Thomas F. Beach, PE, CME, Executive Vice President Date

Approved By: _____
Borough of Lansdale Date

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve Payment #4 in the amount of $84,748.77 to Bencardino Excavating for work completed on the Reconstruction of Perkiomen Avenue per the recommendation of Remington, Vernick & Beach, engineering consultants for this project. This project is being funded through the Capital Reserves Fund.

Presented by: Malagari

Seconded by: _____

Draft

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Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CEA

PLEASE REPLY TO THE NOTED OFFICE

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☐ (856) 795-9595

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☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

March 10, 2016

Borough of Lansdale
One Vine Street
Lansdale, PA 19446

Attn: Mr. Jake Ziegler
Borough Manager

Re: Borough of Lansdale
Reconstruction of Perkiomen Avenue
Certificate #4
Our File# PMLDT049

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Payment Certificate #4 for the above referenced project.

RVB therefore recommends payment to Bencardino Excavating, Inc. (hereafter referred to as "Contractor"), in the amount of $84,748.77. The amount of $12,413.79 is being held for 2.5% retainage.

Please review and process for payment to the Contractor. Should you have any questions, please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio, P.E., C.M.E.
Principal

Enclosure

cc: Dan Shinskie, Utility Superintendant
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Daniel S. Beach, Contract Administrator

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RV&B Remington Vernick & Beach Engineers

Payment Certificate No. 4

Project Name: Reconstruction of Perkiomen Avenue

Project Number: PMLDT049

Application Date: 3/8/2016

Owner
Borough of Lansdale
645 West Ninth Street
Lansdale, PA 19446

Contractor
Bencardino Excavating, Inc.
1423 Wells Drive
Bensalem, PA 19020

No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 4	Amount Complete Cert. 4	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
Base Bid											
1	Mobilization	1	LS	$24,600.00	$24,600.00		$0.00	1	$24,600.00	**1**	$24,600.00
2	Maintenance & Protection of Traffic	1	LS	$7,650.00	$7,650.00		$0.00	1	$7,650.00	**1**	$7,650.00
3	Plain Cement Concrete Curb, including pavement restoration	240	LF	$92.30	$22,152.00		$0.00	240	$22,152.00	**240**	$22,152.00
3E	CO#2	61.5	LF	$92.30	$5,676.45		$0.00	61.5	$5,676.45	**61.5**	$5,676.45
4	Plain Concrete Sidewalk	160	SY	$87.50	$14,000.00		$0.00	31.6	$2,765.00	31.6	$2,765.00
4R	CO#2	-128.4	SY	$87.50	($11,235.00)		$0.00	0	$0.00	0	$0.00
5	Plain Concrete Sidewalk for Handicapped Ramps, Including Detectable Warning	210	SY	$240.00	$50,400.00		$0.00	186.2	$44,688.00	186.2	$44,688.00
6	Plain Concrete Driveway Apron, 8" thick with 6x6 WWF Reinforcment	40	SY	$170.00	$6,800.00		$0.00	40	$6,800.00	**40**	$6,800.00
6E	CO#2	6	SY	$170.00	$1,020.00		$0.00	6	$1,020.00	**6**	$1,020.00
7	Plain Cement Concrete Curb & Gutter, per detail provided	850	LF	$43.50	$36,975.00		$0.00	808.6	$35,174.10	808.6	$35,174.10
7R	CO#2	-41.4	LF	$43.50	($1,800.90)		$0.00	0	$0.00	0	$0.00
8	Inlet, Type C	7	EA	$2,870.00	$20,090.00		$0.00	7	$20,090.00	**7**	$20,090.00
9	Inlet, Type C, Type 4 Box	1	EA	$3,100.00	$3,100.00		$0.00	1	$3,100.00	**1**	$3,100.00
10	Inlet, Type M	2	EA	$3,100.00	$6,200.00		$0.00	2	$6,200.00	**2**	$6,200.00
11	Precast Storm Doghouse Manhole, 4'	1	EA	$5,850.00	$5,850.00		$0.00	1	$5,850.00	**1**	$5,850.00
12	Tie-in to existing storm sewer structure	1	EA	$4,500.00	$4,500.00		$0.00	1	$4,500.00	**1**	$4,500.00
13	12" Ductile Iron Pipe (DIP), including trench backfill and temporary hot asphalt	300	LF	$150.00	$45,000.00		$0.00	226	$33,900.00	226	$33,900.00
13R	CO#1	-74	LF	$150.00	($11,100.00)		$0.00	0	$0.00	0	$0.00
14	15" High Density Polyethylene Pipe, including trench backfill and temporary hot asphalt stabilization	300	LF	$120.00	$36,000.00		$0.00	276	$33,120.00	276	$33,120.00
14R	CO#1	-24	LF	$120.00	($2,880.00)		$0.00	0	$0.00	0	$0.00
15	Asphalt Milling, Variable Depth	5700	SY	$4.00	$22,800.00		$0.00	0	$0.00	0	$0.00
16	Storm Sewer Trench Restoration, Including removal of temporary hot asphalt stabilization and the installation of 4" 25MM Base Course and 1.5" of 9.5MM Wearing Course. All Inclusive	400	SY	$40.00	$16,000.00		$0.00	335	$13,400.00	335	$13,400.00
16R	CO#1	-65	SY	$40.00	($2,600.00)		$0.00	0	$0.00	0	$0.00
17	Base Repair, Partial Depth, 4", Including Excavation and Subbase Compaction, if & where directed	550	SY	$76.70	$42,185.00		$0.00	0	$0.00	0	$0.00

Draft

No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 4	Amount Complete Cert. 4	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
18	Superpave Asphalt Leveling Course, 9.5MM, PG 64-22, .3 to 3 Million ESALS, Variable	200	TON	$104.00	$20,800.00		$0.00	0	$0.00	0	$0.00
19	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, .3 to 3 Million ESALS, 1.5" Depth,	510	TON	$91.00	$46,410.00		$0.00	0	$0.00	0	$0.00
20	Thermoplastic Traffic Striping, replace in	1	LS	$2,100.00	$2,100.00		$0.00	0	$0.00	0	$0.00
21	Record Drawings	1	LS	$1,575.00	$1,575.00		$0.00	0	$0.00	0	$0.00
22	12" PVC pipe, including trench backfill and restoration of grass strip	160	LF	$89.00	$14,240.00		$0.00	146	$12,994.00	146	$12,994.00
22R	CO#1	-14	LF	$89.00	($1,246.00)		$0.00	0	$0.00	0	$0.00
Alternate #1											
101	Cured In Place Pipe Lining of existing 8" TCP sanitary sewer	1500	LF	$36.20	$54,300.00	910	$32,942.00	0	$0.00	910	$32,942.00
101R	CO#1	-438	LF	$36.20	($15,855.60)		$0.00	0	$0.00	0	$0.00
102	Spray Applied Sewer Manhole Liner, Per Linear Foot of Manhole Depth	30	LF	$188.00	$5,640.00	26.59	$4,998.92	0	$0.00	26.59	$4,998.92
103	Sanitary Sewer Lateral Replacement, 6" PVC SDR-26, Including Pipe, Fittings, Couplings and including trench backfill and temporary hot asphalt stabilization	360	LF	$166.00	$59,760.00		$0.00	360	$59,760.00	**360**	$59,760.00
103E	CO#1	135	LF	$166.00	$22,410.00		$0.00	135	$22,410.00	**135**	$22,410.00
104	Sewer Manhole Frame and Cover Replacement	4	EA	$1,200.00	$4,800.00		$0.00	0	$0.00	0	$0.00
105	Sanitary Sewer Trench Restoration, Including removal of temporary hot asphalt stabilization and the installation of 4" 25MM Base Course and 1.5" of 9.5MM Wearing Course. All Inclusive	420	SY	$40.00	$16,800.00	420	$16,800.00	0	$0.00	**420**	$16,800.00
105E	CO#1	360	SY	$40.00	$14,400.00	360	$14,400.00	0	$0.00	**360**	$14,400.00
Alternate #3											
301	Precast Sanitary Sewer Manhole, Complete in-place	5	EA	$3,430.00	$17,150.00		$0.00	3	$10,290.00	3	$10,290.00
301R	CO#1	-2	EA	$3,430.00	($6,860.00)		$0.00	0	$0.00	0	$0.00
302	Test Excavation to determine sewer main invert, including backfill and tempoary 1.5" hot asphalt stabilization	5	EA	$880.00	$4,400.00		$0.00	5	$4,400.00	**5**	$4,400.00
302E	CO#1	1	EA	$880.00	$880.00		$0.00	1	$880.00	**1**	$880.00
303	Sanitary Sewer Trench Restoration, Including removal of temporary hot asphalt stabilization and the installation of 4" 25MM Base Course and 1.5" of 9.5MM Wearing Course. All Inclusive	100	SY	$41.70	$4,170.00		$0.00	100	$4,170.00	**100**	$4,170.00
Alternate #4											
401	Mobilization	5	EA	$1,525.00	$7,625.00		$0.00	0	$0.00	0	$0.00
402	Asphalt Milling, Variable Depth	1100	SY	$8.30	$9,130.00		$0.00	0	$0.00	0	$0.00
403	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, .3 to 3 Million ESALS, 1.5" Depth,	100	TON	$149.00	$14,900.00		$0.00	0	$0.00	0	$0.00

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No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 4	Amount Complete Cert. 4	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
Supplemental Change Orders											
CO# 101	Sanitary Sewer Main, 8" PVC SDR-26, Including Pipe, Fittings, trench backfill and temporary hot asphalt stabilization	438	LF	$41.40	$18,133.20		$0.00	438	$18,133.20	**438**	$18,133.20
CO#201	Excavate and Install Inlet CB8, Adjust Inlet CB4, and Manhole DMH#1	1	LS	$3,715.00	$3,715.00		$0.00	1	$3,715.00	**1**	$3,715.00
CO#202	Additional Excavation for Inlet CB4 and Manhole DMH#1	1	LS	$2,192.00	$2,192.00		$0.00	1	$2,192.00	**1**	$2,192.00
CO#301	Perform Test Holes on 10/22 as per COR1	1	LS	$5,452.00	$5,452.00	1	$5,452.00	0	$0.00	**1**	$5,452.00
CO#302	Additional Excavation for Sanitary Laterals on 10/28 as per COR3	1	LS	$1,675.00	$1,675.00	1	$1,675.00	0	$0.00	**1**	$1,675.00
CO#303	Driveway Adjustments as per COR9	1	LS	$3,409.25	$3,409.25	1	$3,409.25	0	$0.00	**1**	$3,409.25
CO#304	Driveway Extensions as per COR10	1	LS	$7,244.65	$7,244.65	1	$7,244.65	0	$0.00	**1**	$7,244.65
Totals					$680,732.05		$86,921.82		$409,629.75		$496,551.57

Payment Summary

Payments

1	$130,062.86	2	$166,763.41
3	$102,562.74	4	$84,748.77

Total Completed to Date:	$496,551.57
Less 2.5% Retainage:	$12,413.79
Subtotal:	$484,137.78
Total Payments to Date:	$399,389.01
Amount Due This Period:	**$84,748.77**

Contract Adjustment Summary

Change Orders

1	$15,281.60	Additional Days	
2	($432.45)		
3	$17,780.90		
4			
5			

Original Contract Amount:	$648,102.00
Total Change Orders:	$32,630.05
Adjusted Contract Amount:	$680,732.05
Original Contract Expiration:	09/27/16
Extension (in days):	0
Ammended Contract Expiration:	09/27/16

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Payment Recommendation

Amount Certified this Period: $84,748.77

Bencardino Excavating, Inc.	Mar. 14, 2016 Date	Thomas F Beach, P.E., C.M.E.	3-10-16 Date
Daniel Beach, Contract Administrator	3/10/16 Date	Borough of Lansdale	Date

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve Change Order #2 in the amount of $2,400.00 (addition) for the 2014 CDBG Road Program (E. Third Street) per the recommendation of Remington, Vernick & Beach engineering consultants for this project.

Presented by: Malagari

Seconded by: _____

Draft

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

Professional Excellence Since 1901

SENIOR PRINCIPALS
Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS
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Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Fariola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

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John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, ACCE
Annina Hogan, PE, RA, CME, CPWM, LEED AP
Kenneth C. Hessler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CFA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
(240) 544-5382

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212

Remington, Vernick & Arango Engineers
The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
(856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137

March 10, 2016

Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Attn: Mr. Jake Ziegler
Borough Manager

Re: Borough of Lansdale
2015 Lansdale Road Program
Change Order #2
Our File# PMLDT045

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Change Order #2 for the above referenced project.

This change order reflects additional work due to unforeseen field conditions.

Please have both copies of the change order signed by the proper officers if acceptable. One copy should be retained for your records and the remaining copy returned to our office.

Should you have any questions please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio, P.E., C.M.E.
Regional Manager

Enclosure

cc: Terence McMullen, Montgomery County
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Christopher J. Fazio, P.E., C.M.E., Principal
Paul Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

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REMINGTON VERNICK & BEACH ENGINEERS

CHANGE ORDER #2

2013 Lansdale Road Program
PMLDT045
March 10, 2016

OWNER: Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

CONTRACTOR: SJM Construction Co., Inc.
PO Box 373
Spring House, PA 19477

Reason for Change: Additional work due to unforseen field conditions.

The time provided for completion of the contract is *INCREASED* by 66 calendar days.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
	description	1	LS	$0.00	$0.00
					$0.00
REDUCTIONS					
	description	1	LS	$0.00	$0.00
					$0.00
SUPPLEMENTALS					
CO#201	Inlet Top, Type M	2	EA	$1,200.00	$2,400.00
					$2,400.00
	ORIGINAL CONTRACT AMOUNT				$394,360.00
	+ Extras		$0.00		
	- Reductions		$0.00		
	+ Supplementals		$2,400.00		$2,400.00
	ADJUSTMENT AMOUNT BASED ON Change Order #1				$376,808.66
	Change Order #1 through #2				**$379,208.66**

Accepted By: SJM Construction Co., Inc. President — Date 3/11/16

Daniel Beach, Contract Administrator — Date 3/11/16

Recommended By: Thomas F. Beach, PE, CME, Executive Vice President — Date 3-10-16

Approved By: Borough of Lansdale — Date

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council approve Payment #2 in the amount of $13,965.22 (Final) to SJM Construction Company for work completed on the 2014 CDBG Roads Program (E. Third Street) per the recommendation of Remington, Vernick & Beach, engineering consultants for this project. This project is partially funded by the Montgomery County Community Development Block Grant Program and the Capital Reserves Fund.

Draft

Presented by: _____ Malagari

Seconded by: _____

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AND AFFILIATES

Professional Excellence Since 1901

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Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CEA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
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Cinnaminson, NJ 08077
(856) 303-1245

300 Pehlhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137

March 10, 2016

Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Attn: Mr. Jacob Ziegler
Borough Manager

Re: Borough of Lansdale
2015 Lansdale Road Program
Payment Certificate #2 Final
Our File# PMLDT045

Dear Jake:

Remington, Vernick & Beach Engineers (RVB), has enclosed two (2) copies of Payment Certificate #2 Final for the above referenced project.

RVB recommends payment to SJM Construction Co., Inc. (hereafter referred to as "Contractor"), in the amount of $13,965.22. No retainage is being held, this is for final payment.

Please review and process for payment to the Contractor. Payment shall be held until the Maintenance Bond is submitted to the Borough. Should you have any questions, please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers

Christopher J. Fazio, P.E., C.M.E.
Principal

Enclosure

cc: Terence McMullen, Montgomery County
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Paul W. Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

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Draft

APPLICATION FOR PAYMENT

To: Jacob Ziegler, Borough Manager
Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Project No.: PMLDT045
Project Name: 2015 CDBG Road Program

Contractor: SJM Construction Co., Inc.
Address: PO Box 373
Spring House, PA 19477

Application No.: 2 - FINAL

For Period From: 10/1/2015 To: 11/30/2015

Application is made for payment, as hereinafter shown, in connection with the above project.

The present status of the account for this contract is as follows:

Original Contract Sum	$	394,360.00
Net Change by Change Order(s)	$	(15,151.34)
Contract Sum to Date	$	379,208.66

Total Completed and Stored to Date	$	379,208.66
Less 0 % Retainage	$	-
Total Earned Less Retainage	$	379,208.66
Less Previous Application(s) for Payment	$	365,243.44
Current Payment Due	$	13,965.22

This is to certify that the work as listed hereafter has been completed in accordance with the approved plans and specifications. Submitted this 11 day of March, 2016.

By: _____
Contractor

The undersigned, based on field observation and the data comprising the above application, hereby certifies that the work has progressed to the point indicated; that according to the best knowledge, information and belief the quality of the work is in accordance with the contract documents and the contractor is entitled to payment of the amount certified.

Approved this 10 day of March, 2016.

By: _____
Engineer

Draft

CONTRACTOR NAME: SJM Construction Company, Inc.

PROJECT NUMBER: PMLDT045

APPLICATION FOR PAYMENT NO: 2 - FINAL

CONTRACTOR ADDRESS: P.O. Box 373
Spring House, PA 19477

OWNER NAME: Borough of Lansdale

PERIOD: 10/01/15

PROJECT NAME: 2013 Lansdale CDBG Road Program

DATE: 11/30/15

CONTRACTOR TELEPHONE NO.:

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL	PREV QNTY	PREV AMT	PR QNTY	PR AMT	TOTAL QNTY	TOTAL AMT	BAL QNTY	BAL AMT
Base CDBG													
1	Mobilization	LS	1	$8,700.00	$ 8,700.00	1	$ 8,700.00		$ -	1	$ 8,700.00	0	$ -
2	Maintenance Protection of Traffic	LS	1	$3,850.00	$ 3,850.00	1	$ 3,850.00		$ -	1	$ 3,850.00	0	$ -
3	Plain Cement Concrete Curb	LF	870	$41.50	$ 36,105.00	870	$ 36,105.00		$ -	870	$ 36,105.00	0	$ -
4	Plain Concrete Sidewalk	SY	440	$102.00	$ 44,880.00	440	$ 44,880.00		$ -	440	$ 44,880.00	0	$ -
4E	CO#1	SY	15.5	$102.00	$ 1,581.00	15.5	$ 1,581.00		$ -	15.5	$ 1,581.00	0	$ -
5	Plain Concrete Sidewalk for Handicapped Ramps, Including	SY	90	$200.00	$ 18,000.00	75.6	$ 15,120.00		$ -	75.6	$ 15,120.00	14.4	$ 2,880.00
5R	CO#1	SY	-14.4	$200.00	$ (2,880.00)		$ -						
6	Plain Concrete Driveway Apron, 8 Thick with 6x6 WWF	SY	50	$157.00	$ 7,850.00	45	$ 7,065.00		$ -	45	$ 7,065.00	5	$ 785.00
6R	CO#1	SY	-5	$157.00	$ (785.00)		$ -						
7	Inlet, Type C	EA	3	$2,540.00	$ 7,620.00	3	$ 7,620.00		$ -	3	$ 7,620.00	0	$ -
8	Inlet, Type M	EA	2	$2,510.00	$ 5,020.00	2	$ 5,020.00		$ -	2	$ 5,020.00	0	$ -
9	Precast Storm Manhole, 4' Diameter	EA	1	$2,590.00	$ 2,590.00	1	$ 2,590.00		$ -	1	$ 2,590.00	0	$ -
10	Tie-in to existing storm sewer structure	EA	2	$1,050.00	$ 2,100.00	2	$ 2,100.00		$ -	2	$ 2,100.00	0	$ -
11	12 Ductile Iron Pipe (DIP), including trench backfill and	LF	60	$184.00	$ 11,040.00	52	$ 9,568.00		$ -	52	$ 9,568.00	8	$ 1,472.00
11R	CO#1	LF	-8	$184.00	$ (1,472.00)		$ -						
12	15 High Density Polyethylene Pipe, including trench backfill and	LF	150	$136.00	$ 20,400.00	128	$ 17,408.00		$ -	128	$ 17,408.00	22	$ 2,992.00
12R	CO#1	LF	-22	$136.00	$ (2,992.00)		$ -						
13	Asphalt Milling, Variable Depth	SY	1730	$7.00	$ 12,110.00	716	$ 5,012.00		$ -	716	$ 5,012.00	1014	$ 7,098.00
13R	CO#1	SY	-1014	$7.00	$ (7,098.00)		$ -						
14	Permanent Trench Restoration, Including removal of temporary	SY	350	$53.00	$ 18,550.00	350	$ 18,550.00		$ -	350	$ 18,550.00	0	$ -
14E	CO#1	SY	95	$53.00	$ 5,035.00	95	$ 5,035.00		$ -	95	$ 5,035.00	0	$ -

Draft

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL	PREV QNTY	PREV AMT	INV QNTY	INV AMT	TOTAL QNTY	TOTAL AMT	BAL QNTY	BAL AMT
15	Base Repair, Partial Depth, 4, Including Excavation and	SY	160	$52.00	$ 8,320.00		$ -		$ -	0	$ -	160	$ 6,320.00
15R	CO#1	SY	-160	$52.00	$ (8,320.00)		$ -						
16	Superpave Asphalt Leveling Course, 9.5MM, PG 64-22, .3 to 3	TON	50	$119.00	$ 5,950.00	50	$ 5,950.00		$ -	50	$ 5,950.00	0	$ -
16E	CO#1	TON	12	$119.00	$ 1,428.00	12	$ 1,428.00		$ -	12	$ 1,428.00	0	$ -
17	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, .3 to 3	TON	160	$119.00	$ 19,040.00	140.52	$ 16,721.88		$ -	140.52	$ 16,721.88	19.48	$ 2,318.12
17R	CO#1	TON	-19.48	$119.00	$ (2,318.12)		$ -						
18	Thermoplastic Traffic Striping, replace in kind	LS	1	$1,000.00	$ 1,000.00		$ -	1	$ 1,000.00	1	$ 1,000.00	0	$ -
19	Record Drawings	LS	1	$1,200.00	$ 1,200.00		$ -	1	$ 1,200.00	1	$ 1,200.00	0	$ -
Base Sewer													
101	Sanitary Sewer Main, 8 PVC SDR-26, Including Pipe, Fittings,	LF	375	$108.00	$ 40,500.00	373	$ 40,284.00		$ -	373	$ 40,284.00	2	$ 216.00
101R	CO#1	LF	-2	$108.00	$ (216.00)		$ -						
102	Sanitary Sewer Lateral Replacement, 6 PVC SDR-26,	LF	225	$159.00	$ 35,775.00	225	$ 35,775.00		$ -	225	$ 35,775.00	0	$ -
102E	CO#1	LF	17	$159.00	$ 2,703.00	17	$ 2,703.00		$ -	17	$ 2,703.00	0	$ -
103	Precast Sanitary Sewer Manhole, Complete in place	EA	3	$4,400.00	$ 13,200.00	3	$ 13,200.00		$ -	3	$ 13,200.00	0	$ -
104	Spray Applied Sewer Manhole Liner, Per Linear Foot of Manhole	LF	25	$380.00	$ 9,500.00	17.16	$ 6,520.80		$ -	17.16	$ 6,520.80	7.84	$ 2,979.20
104R	CO#1	LF	-7.84	$380.00	$ (2,979.20)		$ -						
105	8 Cured in Place	LF	260	$81.00	$ 21,060.00	249	$ 20,169.00		$ -	249	$ 20,169.00	11	$ 891.00
105R	CO#1	LF	-11	$81.00	$ (891.00)		$ -						
Alternate #1													
201	Allowance for drainage on Ridge St.	LS	1	$40,000.00	$ 40,000.00		$ -		$ -	0	$ -	1	$ 40,000.00
201R	CO#1	LS	-1	$40,000.00	$ (40,000.00)		$ -						
CO#101	Inlet, Type M	EA	1	$2,510.00	$ 2,510.00	1	$ 2,510.00		$ -	1	$ 2,510.00	0	$ -
CO#102	Inlet, Type C, Type 4 Box	EA	2	$5,200.00	$ 10,400.00	2	$ 10,400.00		$ -	2	$ 10,400.00	0	$ -
CO#103	15" High Density Polyethylene Pipe, including trench backfill and	LF	150	$149.00	$ 22,350.00	150	$ 22,350.00		$ -	150	$ 22,350.00	0	$ -
CO#104	Permanent Trench Restoration, Including removal of temporary	SY	102.66	$53.00	$ 5,440.98	102.66	$ 5,440.98		$ -	102.66	$ 5,440.98	0	$ -
CO#105	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, .3 to 3	TON	8	$119.00	$ 952.00	8	$ 952.00		$ -	8	$ 952.00	0	$ -
CO#201	Inlet Top, Type M	EA	2	$1,200.00	$ 2,400.00		$ -	2	$ 2,400.00	2	$ 2,400.00	0	$ -
				TOTAL	$ 379,208.66		$ 374,608.66		$ 4,600.00		$ 379,208.66		$ 69,951.32

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council authorize Payment #14 in the amount of $18,540.11 for Blooming Glen Contractors for work completed on the Wastewater Treatment Plant Capacity Upgrade Project per the recommendation of Hazen & Sawyer, PC., engineering consultants for this project. This project is being funded through the 2014 General Obligation Bond.

Presented by: _____ Malagari

Seconded by: _____

Draft

Hazen and Sawyer
2134 Sandy Drive, Suite 4
State College, PA 16803 • 814.272.3332

VIA E-MAIL/REGULAR MAIL

March 3, 2016

Donna Renner-Markley, Administrative Assistant
Borough of Lansdale
649 W. 9th Street
Lansdale, PA 19446

Re: Wastewater Treatment Plant Capacity Upgrade
Application for Payment No. 14
Blooming Glen Contractors, Inc.

Dear Ms. Renner-Markley:

We are in receipt of Application for Payment Number Fourteen as submitted by Blooming Glen Contractors, Inc. for the Wastewater Treatment Plant Capacity Upgrade Project. Upon review of the application we recommend approval of payment in the amount of $18,540.11.

If you have any questions or require additional information, feel free to contact me.

Very Truly Yours,

Mark Strahota, P.E.
Project Manager

Enclosure

Cc: Daniel Shinskie, Borough of Lansdale, (via e-mail)
Mark Messina, Cardno BCM (RPR)
Blooming Glen Contractors, Inc.
File

O:\90145-CIN\90145-001\Eng\Construction Admin\Application for Payment\Pay Apps\Recommend - Pay App No. 14 3-3-2016.docx

Draft

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 14

Application Period: 2/1/2016 to 2/29/2016		Application Date: 2/29/2016
To (Owner): Borough of Lansdale, Lansdale, PA 19446	From (Contractor): BLOOMING GLEN CONTRACTORS, INC.	Via (Engineer): Hazen and Sawyer, PC, 330 Innovation Blvd., Suite 104, State College,PA 16803
Project: Wastewater Treatment Plant Capacity Upgrade	Contract: Wastewater Treatment Plant Capacity Upgrade	
Owner's Contract No.: 2014-WWTP-R	Contractor's Project No.: CL-141A	Engineer's Project No.: 90145-001

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
C001	$81,063.00	
C002	$62,244.31	
C003	$69,469.49	
TOTALS	$212,776.80	
NET CHANGE BY CHANGE ORDERS	$212,776.80	

1. ORIGINAL CONTRACT PRICE	$	$3,278,650.00
2. Net change by Change Orders	$	$212,776.80
3. Current Contract Price (Line 1 ± 2)	$	$3,491,426.80
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	$3,475,670.17
5. RETAINAGE:		
a. 5% X $3,475,670.17 Work Completed	$	$173,783.51
b. X Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	$173,783.51
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$3,301,886.66
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$3,283,346.55
8. AMOUNT DUE THIS APPLICATION	$	$18,540.11
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	$189,540.14

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

State of: Pennsylvania County of: Montgomery

Subscribed and sworn to before me this 29th day of February, 2016

Notary Public: Lisa Y. Lyons

My Commission expires:

By: H. Christian Budenz, Vice-Pres. Asst.Sect.

Date: 2/29/2016

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LISA Y. LYONS, Notary Public
Skippack Twp., Montgomery County
My Commission Expires October 1, 2016

Payment of: $ 18,540.11
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 3/3/16
(Engineer) (Date)

Payment of: $ 18,540.11
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ 3/16/16
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Draft

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APP NUMBER 014

DATE: 02/29/2016

OWNER: Borough of Lansdale

NAME OF PROJECT: Lansdale Boro WWTP Capacity Upgrade

JOB NO.: CL-141A

CONTRACTOR: Blooming Glen Contractors, Inc.

Unit Price	Unit	Item No.	Description	Quantity	Total Amount	Previous Applications		This Application		Complete To Date		Balance To Finish	
					C	D		E		F		G	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
146,660.00	LS	1000-0102	PUMP STATION SITEWORK	1	$146,660.00	0.97	142260.2			0.970	142260.2	0.03	4,399.80
263,813.00	LS	1000-0110	PUMP STATION CONCRETE CONSTRUC	1	$263,813.00	1	263813			1.000	263813		
347,683.00	LS	1000-0120	MECHANICAL WORK IN VAULTS	1	$347,683.00	1	347683			1.000	347683		
203,204.00	LS	1000-0500	MOBILIZATION	1	$203,204.00	1	203204			1.000	203204		
220,980.00	LS	2000-0100	FORCEMAIN PIPING THRU YARD	1	$220,980.00	1	220980			1.000	220980		
392,918.00	LS	3000-0300	REPLACE 24" SE PIPE W/ 36"	1	$392,918.00	1	392918			1.000	392918		
63,970.00	LS	3000-0400	INSTALL 12" SL PIPE FROM PS3 T	1	$63,970.00	1	63970			1.000	63970		
144,554.00	LS	3000-0600	REPLACE 18"/24" PIPE W/ 24"/3	1	$144,554.00	1	144554			1.000	144554		
1,714.00	LS	3000-0720	CL2 TANK DEMOLITION	1	$1,714.00	1	1714			1.000	1714		
35,553.00	LS	3000-0750	CL2 TANK MECHANICAL WORK	1	$35,553.00	1	35553			1.000	35553		
101,128.00	LS	3000-0770	CL2 TANK CONCRETE MODIFICATION	1	$101,128.00	1	101128			1.000	101128		
6,776.00	LS	3000-0800	MODIFY CHLORINE ROOM FOR NEW M	1	$6,776.00	1	6776			1.000	6776		
4,709.00	LS	3000-0850	MODIFY T12 ANALYZER BLDG FOR E	1	$4,709.00	1	4709			1.000	4709		
31,790.00	LS	3000-0900	REPLACE 6" AIR PIPE W/ 12" TO	1	$31,790.00	1	31790			1.000	31790		
82,613.00	LS	4000-0100	REPLACE AERATION SYSTEM T3 & T	1	$82,613.00	1	82613			1.000	82613		
64,022.00	EA	4000-0115	REPLACE CLARIFIER DRIVE T15	1	$64,022.00	1	64022			1.000	64022		
167,255.00	LS	4000-0120	SS AERATION T-11 THRU T-12 TRA	1	$167,255.00	1	167255			1.000	167255		
187,424.00	LS	4000-0130	FLANGED 24" SE PIPE THRU T11-T	1	$187,424.00	1	187424			1.000	187424		
20,777.00	LS	4000-0140	NEW DIP 12" AIR PIPE TO T-11 T	1	$20,777.00	1	20777			1.000	20777		
35,884.00	LS	4000-0150	FIBERGLASS BAFFLES T-11 AND	1	$35,884.00	1	35884			1.000	35884		
17,877.00	LS	5000-0160	CONCRETE WALKWAY RESTORATION	1	$17,877.00	0.8	14301.6			0.800	14301.6	0.20	3,575.40
6.06	SF	5000-0170	RESTORE TRENCH AREAS	2700	$16,362.00	2025	12271.5			2,025.000	12271.5	675	4,090.50
4,800.00	LS	5000-0180	YARD RESTORATION	1	$4,800.00	0.75	3600			0.750	3600	0.25	1,200.00
389,623.00	LS	6000-0190	ELECTRICAL MODIFICATIONS	1	$389,623.00	0.985	383778.66	0.015	5844.34	1.000	389623		
19,161.00	LS	7000-0210	DEMOBILIZATION/CLOSEOUT	1	$19,161.00	0.5	9580.5	0.37	7089.57	0.870	16670.07	0.13	2,490.93
219,400.00	LS	8000-0220	ALLOWANCE FOR INSTRUMENTATION	1	$219,400.00	0.97	212818	0.03	6582	1.000	219400		
88,000.00	LS	8000-0225	SCREW PUMP SPIRAL AND TORQUE T	1	$88,000.00	1	88000			1.000	88000		
			Change Order 1										
43,563.00	LS	8000-0255-C	Cost of Aeration T11-T12 "C"	1	$43,563.00	1	43563			1.000	43563		
37,500.00	LS	8000-0256-C	Install new Mixer T11, Train 1	1	$37,500.00	1	37500			1.000	37500		
			Change Order C002										
62,244.31	LS	9000-0007	CHANGE ORDER REQUEST #5	1	$62,244.31	1	62244.31			1.000	62244.31		
			Change Order C003										
69,469.49	LS	9000-0006	14" FORCEMAIN T&M	1	$69,469.49	1	69469.49			1.000	69469.49		
			PROJECT TOTAL:		$3,491,426.80		3,456,154.26		19,515.91		3,475,670.17		15,756.63

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council authorize the Borough Council President to execute a Consent Assessment of Civil Penalty substantially in the form attached hereto, as may be amended or revised subject to the approval of the Borough Manager and Borough Solicitor, and further authorize the payment of a Civil Penalty in the amount not to exceed $3,842.00 as set forth in the Consent Agreement of Civil Penalty.

Presented by: _____ Malagari

Seconded by: _____

Draft

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Borough Manager's Office

February 9, 2016

CERTIFIED MAIL NO. 7015 0640 0002 3145 9625

Ms. Timothea M. Kirchner
Borough Manager
Lansdale Borough
One Vine Street
Lansdale, PA 19446

Re: Clean Water/Operations/Sewage
NPDES Permit No. PA0026182
Lansdale Borough
Collection System
Lansdale Borough
Montgomery County

Dear Ms. Kirchner:

Enclosed, please find three copies of a Consent Assessment of Civil Penalty ("CACP") that we are proposing in order to resolve the Clean Streams Law violations resulting unpermitted discharges, SSO's and DMR violations, which occurred over the last 5-year period. This CACP excludes those violations addressed by the CACP which was executed on July 10, 2012.

The Department of Environmental Protection (Department) is responsible for enforcement of the Pennsylvania Clean Streams Law, including the recovery of monetary civil penalties for the violations of Commonwealth Law. To avoid litigation, we are willing to resolve this matter by accepting a monetary civil penalty payment for the specific violations described in the Consent Assessment.

If our settlement proposal is acceptable, please have all copies of this agreement signed and dated on or before May 9, 2016. The Department requests that two officers sign if possible. Please return all copies of this agreement and the required penalty payment to our office address located in the footer below. We will then execute the agreement on behalf of the Department and return an executed copy to you for your records.

Draft

In the meantime, should you have any questions, please contact me.

Sincerely,

Steven J. Flannery
Compliance Specialist
Clean Water

Enclosures

cc: Mr. O'Neil
Re 30 (GJE16CLW)040-1

Draft

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Lansdale Borough	:	Sewage
Lansdale Borough	:	Violation of Clean Streams Law
Montgomery County	:	

CONSENT ASSESSMENT OF CIVIL PENALTY

This Consent Assessment of Civil Penalty ("CACP") is entered into this ___ day of _____2016, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Lansdale Borough ("Lansdale").

The Department has found and determined the following:

A. The Department is the agency with the authority to administer and enforce the Clean Streams Law, the Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1 et seq. ("Clean Streams Law"), and the Rules and Regulations promulgated thereunder.

B. Lansdale is a Pennsylvania "municipality," as that term is defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1, with business offices at One Vine Street, Lansdale, PA 19446.

C. Lansdale owns and operates the sanitary sewage collection system within Lansdale Borough.

D. On January 4, 2015, Lansdale discharged approximately 3,000 gallons of sewage from manhole B-100A which flowed into the stormwater inlet on Wedgewood Drive which drains to an unnamed tributary to the West Branch of the Neshaminy Creek, a water of the Commonwealth. This discharge is a dry weather Sanitary Sewer Overflow ("SSO").

E. On January 5, 2015, the Department conducted a complaint investigation, confirming and documenting the SSO, referenced in Paragraph D above.

F. On January 29, 2015, the Department issued a NOV to Lansdale Borough for the SSO.

G. On February 25, 2015, Lansdale Borough responded to the NOV indicating the measures that will be taken to prevent future occurrences of SSO's as requested.

Draft

H. On May 15, 2015, the Department conducted an Administrative review of the eDMR and EFACTS open violation data and found four violations that occurred between March 31, 2013, and January 5, 2015. The effluent violations were for Exceeding the Instantaneous Maximum Concentration for Fecal Coliform bacteria in the effluent, and the fourth is directly related to the SSO.

I. Sections 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202, prohibit the discharge of sewage into Waters of the Commonwealth, except as provided under the Clean Streams Law and the Rules and Regulations of the Department.

J. The discharge of sewage into Waters of the Commonwealth by Lansdale, as described in Paragraphs E, herein was not authorized by NPDES Permit, or by regulation, and thereby constitutes a violation of §§ 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202.

K. Section 401 of the Clean Streams Law, 35 P.S. § 691.401, prohibits the discharge of any polluting substance into waters of the Commonwealth resulting in pollution.

L. The discharge of sewage into Waters of the Commonwealth by Lansdale, as described in Paragraphs E herein, was not authorized by NPDES Permit, or by regulation, and thereby constitutes a violation of § 401 of the Clean Streams Law, 35 P.S. § 691.401.

M. Section 91.34(a) of the Department's Rules and Regulations, 25 Pa. Code § 91.34(a), states: "Persons engaged in an activity which includes the impoundment, production, processing, transportation, storage, use, application or disposal of pollutants shall take necessary measures to prevent the substances from directly or indirectly reaching waters of this Commonwealth, through accident, carelessness, maliciousness, hazards of weather or from another cause."

N. Lansdale's failure to take appropriate measures to prevent the release of a polluting substance from being released to Waters of the Commonwealth is a violation of 25 Pa. Code § 91.34(a).

O. The violations described in the preceding paragraphs constitute unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611, and subject Lansdale to a claim for civil penalties under Section 605 of the Clean Streams Law, 35 P.S. § 691.605.

After full and complete negotiation of all matters set forth in this CACP and upon mutual exchange of the covenants herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby **ASSESSED** by the Department and **AGREED** to by Lansdale as follows:

1. **Assessment.** In resolution of the Department's claim for civil penalties, which the Department is authorized to pursue under Section 605 of the Clean Streams Law, 35 P.S. § 691.605, the Department hereby assesses a civil penalty of **THREE THOUSAND EIGHT HUNDRED FORTY TWO DOLLARS ($3,842)**, which Lansdale hereby agrees to pay.

Draft

2. **Civil Penalty Settlement.** Upon signing this CACP, Lansdale shall pay the civil penalty assessed in Paragraph 1. The payment is in settlement of the Department's claim for civil penalties for the violations set forth in Paragraphs D, H, J, L and N, above, for the dates set forth in Paragraphs D through H, above. The payment of **$3,842** shall be by corporate check or the like, made payable to "The Commonwealth of Pennsylvania, Clean Water Fund" and shall be sent to: Mr. Steve Flannery, Compliance Specialist, PA Department of Environmental Protection, Southeast Regional Office, 2 East Main Street, Norristown, PA 19401.

3. **Findings.**

(a) Lansdale agrees that the findings in Paragraphs A through O are true and correct and, in any matter or proceeding involving Lansdale and the Department, Lansdale shall not challenge the accuracy or validity of these findings.

(b) The parties do not authorize any other persons to use the findings in this CACP in any matter or proceeding.

4. **Reservation of Rights.** The Department reserves all other rights with respect to any matter addressed by this CACP, including the right to require abatement of any conditions resulting from the events described in the Findings. Lansdale reserves the right to challenge any action which the Department may take, but waives the right to challenge the content or validity of this CACP.

Draft

IN WITNESS WHEREOF, the parties have caused this CACP to be executed by their duly authorized representatives. The undersigned representatives of Lansdale certify, under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this CACP on behalf of Lansdale; that Lansdale consents to the entry of this CACP as an **ASSESSMENT** of the Department; that Lansdale hereby knowingly waives any right to a hearing under the statutes referenced in this CACP and that Lansdale knowingly waives its right to appeal this CACP, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law.

FOR LANSDALE BOROUGH:

Name:

Title:

Name:

Title:

FOR THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Jenifer Fields, P.E.
Regional Manager
Clean Water

Anderson Lee Hartzell
Regional Counsel
Office of Chief Counsel

Re 30 (GJE16CLW)040-2

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council advertise an ordinance amending the Floodplain ordinance to incorporate provisions required by FEMA for enactment at Council's business meeting on April 20, 2016.

Presented by: Malagari

Seconded by: _____

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council appoint Chris Milheim to fill the unexpired term of Gary Kulp on the Lansdale Borough Planning Commission. This term is effective immediately and expires on May 31, 2017.

Presented by: Van Dame

Seconded by: _____

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council appoint Bruce Schwartz to a 2-year term on the Lansdale Borough Economic Development Committee. This term is effective immediately and expires on March 31, 2018.

Presented by: Van Dame

Seconded by: _____

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council appoint Ray Liberto to a 2-year term on the Lansdale Borough Economic Development Committee. This term is effective immediately and expires on March 31, 2018.

Presented by: Van Dame

Seconded by: _____

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council appoint Richard Strahm to a 2-year term on the Lansdale Borough Economic Development Committee. This term is effective immediately and expires on March 31, 2018.

Presented by: Van Dame

Seconded by: _____

Draft

No.: _____

BOROUGH OF LANSDALE, PA.

COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ( )

Record statement ( )

Check one of the above with an (X)

Date: March 16, 2016

I move that: Borough Council appoint Ellen Foulke to a 2-year term on the Lansdale Borough Economic Development Committee. This term is effective immediately and expires on March 31, 2018.

Presented by: Van Dame

Seconded by: _____

Draft