ABINGTON TOWNSHIP

APRIL 8, 2021

BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE

TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

A G E N D A
April 8, 2021
7:00 PM

There are two ways for the public to participate in the meeting. Residents can access the meeting online by a computer, iPad, iPhone, or Android at https://zoom.us/j/91432826808. This link will enable residents to hear the meeting and see presentations. There will be no video capabilities. Residents, who are unable to join online, can listen to the meeting by calling 1-929-436-2866 and entering the meeting ID number 914-3282-6808 when prompted.

CALL TO ORDER

CONSIDER APPROVAL OF MINUTES

Consider a motion to approve the Minutes from the Board of Commissioners Committee of the Whole Meeting of March 11, 2021.

PRESENTATIONS

PUBLIC COMMENT ON AGENDA ITEMS ONLY

UNFINISHED BUSINESS

NEW BUSINESS

BOARD OF COMMISSIONERS

a. Consider and discuss approving the Abington Township Existing Conditions Assessment Proposal.

b. Consider approving the agreement between Harout Hamalian and Mary Hamalian of 1733 Melmar Road, Huntingdon Valley, and David Hamalian, an adult individual leasing a portion of 1733 Melmar Road and the Abington Township.

c. Consider extending a policy for outdoor sales of food and merchandise of existing businesses in the Township during the Coronavirus Pandemic for an additional ninety days by adopting a Resolution.

PUBLIC WORKS

a. Consider awarding at the May 13, 2021 Regular Business Meeting the following bids received and opened on March 31, 2021:

2021 Engineered Retaining Wall System Materials Bid to JDM Materials Company in the amount of $40,000.00.
2021 Storm Sewer Inlets and Manhole Structures Bid to Commonwealth Precast, Inc. in the amount of $39,270.00.
2021 Ready Mix Concrete Bid to JDM Materials Company in the amount of $16,947.50.
2021 Superpave Materials Bid Part 1 to Eureka Stone Quarry, Inc. in the amount of $839,250.00, Part 2 and Part 3 to Glasgow, Inc. in the amount of $73,805.00 and to authorize the Township Manager to execute all contracts for all bids here and above awarded.

b. Consider ratifying the Change Order No. 1 prepared by McMahon Associates, Inc. for the 2015 ARLE Grant Intersection Improvements of Mt. Carmel Avenue and North Hills Avenue in the amount of $5,512.10 and approve final payment to Kuharchik Construction, Inc. in the amount of $21,378.70.

LAND USE

a. Consider approving the minor subdivision application by Kyle Dougherty for the Belmont Avenue Lot Line Consolidation located on Belmont Avenue at Artman Street and Westmont Avenue.

b. Consider approving ABP Investments, Inc. for property located at 1051, 1053 and 1057 Easton Road at Tyson Avenue to consolidate the (3) existing parcels and to subsequently subdivide into (2) new lots.

c. Consider approving the proposed Minor Land Development for The Galman Group at property address 1250 Greenwood Avenue. The applicant intends to enclose the existing patio located on the rear of the existing building at The Plaza Apartments.

d. Consider Planning Commission recommended approval for the proposed Minor Land Development for Holy Redeemer Health System located at 1648 Huntingdon Pike. The applicant intends to construct a new 1,772 sf building addition which will be for a new Linear Accelerator use.

e. Consider Planning Commission recommended approval for the proposed Minor Land Development for The Sisters of the Redeemer located at 521 Moredon Road. The applicant intends to construct an accessory building (BARN) to support the existing farm operations that are currently performed in the existing building.

PUBLIC SAFETY

a. Consider approving Officer David Wiley to the rank of Probationary Sergeant effective May 14th, 2021 providing he successfully completes the remaining portions of the promotional process.

b. Consider approving installation of a stop sign as experimental on the North and South side of Elliot Avenue and Crestview Avenue.

c. Consider approving advertisement of Ordinance # XXXX , amending Chapter 156 - "Vehicles and Traffic," Article II - "Traffic Regulations," Section 14 - "Stop Intersections," and Article III - "Parking Regulations," Section 25 - " Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing," and Section 28 - "Special Purpose Parking Zones" to add a stop intersection on Joyce Road at Osbourne Avenue, add no parking except for Sundays on the West side of Fairview Avenue in front of 1673 Fairview, and remove handicap parking signs in front of 300 Tyson Avenue and 2317 Tague Avenue.

d. Consider approving the Electronic Access Agreement for Pennsylvania Crash Information Tool between the Pennsylvania Department of Transportation and the Township of Abington and authorize the Township Manager to execute the agreement.

ADJOURNMENT

BOARD POLICY ON AGENDA ITEMS

For Information Purposes Only

Board President Announcements
This item on the Board of Commissioners Agenda is reserved for the Board President to make announcements that are required under law for public disclosure, such as announcing executive sessions, or for matters of public notice.

Public Comment
Public Comment on Agenda Items is taken at the beginning of regularly scheduled Public Meetings prior to any votes being cast. When recognized by the presiding Officer, the commenter will have three minutes to comment on agenda items at this first public comment period. All other public comment(s) not specific to an agenda item, if any, are to be made near the end of the public meeting prior to adjournment. Public comment on agenda items at regularly scheduled Board of Commissioner Committee meetings will be after a matter has been moved and seconded and upon call of the Chair for public comment.

Presentations
Should the Board of Commissioners have an issue or entity that requires time to present an issue to the Board, that is more than an oral description relating to an agenda item under consideration, The Board may have that matter listed under Presentations. If nothing is listed under presentations, then there is no business to conduct in that manner.

Consent Agenda
Items of business and matters listed under the Consent Agenda are considered to be routine and non-controversial and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired by Board of Commissioner Members, that item is to be identified by the Board member and will be identified and removed from the Consent Agenda, and will be considered separately at the appropriate place on the Agenda.

Unfinished Business
Items for consideration as unfinished business are matters that have been considered for action at a public Board Meeting and have not been tabled to a date certain or voted upon.

New Business
Items for consideration as new business are matters that have been considered for action at the Board Committee Meeting. It is Board practice to not introduce new business at Board Committee Meetings.

BOARD POLICY ON PUBLIC PARTICIPATION

For Information Purposes Only

The Township shall conduct business in accordance with the Commonwealth of Pennsylvania Laws governing the conduct of public meetings and only establish guidelines that shall govern public participation at meetings consistent with the law.

Each commenter shall:

- Direct their comments to the Presiding Officer;
- Speak from the podium or into a microphone designated by the presiding officer;
- State their name for the record;
- Either orally or in writing provide their address for the record;
- Have a maximum of three minutes to make their comments. Each commenter when speaking to a specific agenda item, is to keep their comments relative to that identified agenda item;
- Speak one time per agenda item;
- When commenting on non-agenda items, the commenter is to keep their comments related to matters of the Township of Abington, Montgomery County, Pennsylvania.
- State a question to the Presiding Officer after all commenters have spoken, and;
- Be seated after speaking or upon the request of the presiding officer;
- Not engage in debate, dialogue or discussion;
- Not disrupt the public meeting, and;
- Exercise restraint and sound judgement in avoiding the use of profane language, and the maligning of others.

The stated meeting of the Abington Township Board of Commissioners Committee of the Whole was held as a Zoom webinar and teleconference on Thursday, March 11, 2021 with Vice President Hecker presiding.

CALL TO ORDER: 7:05 p.m.

PRESENT: Commissioners THOMPSON, BRODSKY, BOLE, CARSWELL, ROTHMAN, VAUGHN, MYERS, ZAPPONE, BOWMAN, DiPLACIDO, WINEGRAD, VAHEY, SCHREIBER, HECKER, SPIEGELMAN

CONSIDER APPROVAL OF MINUTES:

Vice President Hecker made a MOTION, seconded by Commissioner Thompson to approve the minutes from the Board of Commissioners Committee of the Whole Meeting of February 11, 2021.

Vice President Hecker asked for any comments from Commissioners.

Commissioner Bowman commented that he likes the minutes, which are the same as he has seen over the many years of reading them and they succinctly capture what various people say in these meetings, and he does not see any need to amend the way the minutes are done.

MOTION was ADOPTED 15-0.

PRESENTATIONS: None.

PUBLIC COMMENT ON AGENDA ITEMS ONLY:

Lora Lehmann, resident, expressed concern about “not getting notice of meetings for the Rothley Avenue item,” and about Molly Court and its “unresolved water issues.”

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Consider approving an extension for the agreements (C000064042 and C000070588) by and between the Department of Community & Economic Development for the Multimodal Transportation Fund Grant that supports the Old York Road/Susquehanna Road project until June 30, 2022:

Manager Manfredi explained that regarding the DCED and multimodal grants for the Old York/Susquehanna Road project; due to the pandemic, we have not taken any steps to move forward with that project in terms of engineering, design, and demolition, so we need to request an extension as we will not meet the current June 30, 2021 deadline. This request will be submitted to the State for another year to proceed when the pandemic ends.

Vice President Hecker asked for any comments from Commissioners.

President Spiegelman asked the Board to consider approving this extension and moving this item directly to the consent agenda of the next Board of Commissioners Regular Meeting.

Commissioner Bole noted that the letter requesting extension has an incorrect date of May 12, 2020 and should be revised to June 30, 2022.

President Spiegelman made a MOTION, seconded by Commissioner Bole to move this agenda item forward to the Consent Agenda of the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

Consider and discuss a Resolution adopting an extension to the existing Intergovernmental Agreement (IGA) for the continued participation in the Wissahickon Clean Water Partnership for 2021:

Mr. George Wrigley, Director of W.W.T.P., explained that this is a continuation of the work that he and his staff have been doing along with other municipalities regarding the Wissahickon Creek Watershed. This is renewal of agreement with a shorter term as the project is further along in preparing a water quality improvement plan, which has been submitted to EPA and DEP for review, and it will be revised to address their comments. Hopefully, by the third or fourth quarter, we will have an approved plan to bring before the Board of Commissioners as well as the other municipalities for approval.

Vice President Hecker asked for any comments from Commissioners. There were none.

Commissioner Zappone made a MOTION, seconded by President Spiegelman to move this item forward to the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

Ratify the extension of the agreement for recycling services with J.P. Mascaro & Sons, dated October 22, 2015, for an additional period of six (6) months with certain price changes for certain services and concurrently approve Resolution No. 20-048 as approved by other Montgomery County participating municipalities:

Manager Manfredi said the Township has an existing agreement with J.P. Mascaro through the consortium, which has been negotiated; however, due to the pandemic, they need more time and have requested another six-month period.

Mike Jones added that we are working with a consultant and studies are underway, and by the end of the six-month period, we hope to have a recommendation to bring before the Board of Commissioners.

Vice President Hecker asked for any comments from Commissioners.

Commissioner Vahey clarified that this is a separate issue from the potential lease of facility on Fitzwatertown Road. Is that correct?

Manager Manfredi replied yes.

Commissioner Zappone made a MOTION, seconded by Commissioner Vahey to move this item forward to the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

Consider and discuss a Resolution recognizing the month of April 2021 as Pennsylvania Safe Digging Month:

Manager Manfredi said this is an annual campaign and the Township was requested to assist with this public awareness program for safe digging.

Vice President Hecker asked for any comments from Commissioners.

Commissioner Zappone clarified that this in conjunction with the PA One Call System. Is that correct?

Manager Manfredi replied yes.

Commissioner Zappone made a MOTION, seconded by Commissioner Thompson to move this item forward to the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

Consider and discuss authorizing advertisement for an Ordinance accepting the dedication of Molly Court Roadway Right-of-Way:

Commissioner Rothman assured the Board and the public that he feels comfortable with moving this matter forward.

Manager Manfredi added that the issues expressed by residents of Molly Court relate to stormwater drainage, but the road dedication is a separate issue. Stormwater management requirements pertaining to Molly Court will be addressed through the various approvals granted through the development process, and the Molly Court road right-of-way dedication is limited to just the road.

Mr. Khaled Hassan, Township Engineer, agreed.

Commissioner Rothman continued that he does not have any concerns with moving Item e. of the agenda forward.

Vice President Hecker asked for any other comments from Commissioners.

Commissioner Brodsky commented that he believes there is potential for a tie-in between Meinel Road and Molly Court and he would be uncomfortable moving this forward until he has time to clarify certain items that would be of concern to his constituents. What is proposed for Molly Court is the same as what is proposed for Meinel Road, and he does not want to set a bad precedent by approving the Molly Court item when the same exact issue exists on Meinel Road. He clarified that they are different issues concerning stormwater management. Is that correct?

Mr. Hassan replied that is correct. The difference is that there is no stormwater facility within Molly Court, and there is a stormwater underground facility on Meinel Road itself.

Commissioner Schreiber clarified that this is not an actual approval but a vote to send the matter to the Board of Commissioners Regular meeting or some other committee, so there would be time for any concerns to be addressed. Is that correct?

Vice President Hecker replied that is correct.

Manager Manfredi added that this agenda item is specific to the dedication of the road at Molly Court and nothing more. There was concern from residents indicating that they did not know that the road was a separate issue from stormwater management, which is being reviewed by Mr. Hassan.

Commissioner Vahey clarified that the next step would be to vote on advertisement of an ordinance, and that would not come before the Board of Commissioners until May at the earliest, so this is very preliminary in the process.

Commissioner Brodsky clarified that he understands those who have simplified the issue; however, he wants to be sure that we are not setting a bad precedent that could impact a different issue in his ward and the Board may be bound to what was done in this matter even though Township Engineer indicated it may be different.

Commissioner Myers said she understands the process; however, it would behoove the Board to have this item discussed at the next committee meeting because it is possible that most of us do not really know where Molly Court is located; also, to be sure that we understand what we are voting on. We have not been sending items to committee, and in some cases, that is a mistake.

Commissioner Brodsky noted that Molly Court is located on the border of Wards 2 and 3 and he encouraged his fellow Board members to visit the sites of both projects.

Commissioner Rothman commented that he does not have a problem with the Board looking into this further if there are concerns, but the miscommunication was clarified. However, if we need more time, then he does not have any problem with moving this item to committee.

Commissioner Bowman commented that if the miscommunication was clarified, he would be in favor of moving this item to the Board of Commissioners Regular meeting and not to committee, which is why we have the Committee of the Whole meeting. The idea was always for Molly Court to be dedicated, which was previously approved.

Commissioner Rothman agreed with Commissioner Bowman, but if there is actual concern, he does not want to stand in the way of collaboration.

Commissioner Thompson noted that the motion tonight is to recommend advertising for the Board of Commissioners to consider.

Commissioner Myers commented there are residents with concerns, and in committee, it is much easier to speak on individual items in helping those to understand. She feels the Board is getting away from holding committee meetings and they were always the true working meetings.

Manager Manfredi suggested that if this is moved to the Board of Commissioners Regular meeting next month, we can provide an overview of the land development that was previously approved regarding the road dedication for consideration of advertising the ordinance. If there is still not enough information, the Board could then send it to committee.

Mr. Hassan note that if the Board would like to move this forward to the Board of Commissioners Regular meeting, he will provide his opinion in writing to Manager Manfredi pertaining to any drainage issues as well as the street dedication prior to that meeting.

Commissioner Brodsky said he understands that the Board is considering advertising an ordinance and we will need to vote on the substance; however, he does not want to be in a position without further evaluation in potentially setting a bad precedent, so he would like this to be sent to committee.

Commissioner Bowman made a MOTION, seconded by Commissioner Winegrad to move this item forward to the Board of Commissioners Regular Meeting in April for consideration of advertising and not send it to committee.

Commissioner Brodsky made a MOTION to AMEND the MOTION to not forward this item to the Board of Commissioners Regular Meeting and to send it to committee in April pending Township Engineer’s report, seconded by Commissioner Zappone.

Vice President Hecker asked for a roll call vote on the amended motion - to send the item to committee - as follows:

Commissioner Thompson voted no.

Commissioner Brodsky voted yes.

Commissioner Bole voted no.

Commissioner Carswell voted no.

Commissioner Rothman voted no.

Commissioner Vaughn voted no.

Commissioner Myers voted yes.

Commissioner Zappone voted yes.

Commissioner Bowman voted no.

Commissioner DiPlacido voted yes.

Commissioner Winegrad voted no.

Commissioner Vahey voted no.

Commissioner Schreiber voted yes.

Vice President Hecker voted no.

President Spiegelman voted no.

MOTION to AMEND the MOTION - FAILED – 5-10.

Vice President Hecker asked for a roll call vote on the original motion - to forward the item to the Board of Commissioners Regular Meeting - as follows:

Commissioner Thompson vote yes.

Commissioner Brodsky voted no.

Commissioner Bole voted yes.

Commissioner Carswell voted yes.

Commissioner Rothman voted yes.

Commissioner Vaughn voted yes.

Commissioner Myers voted no.

Commissioner Zappone voted no.

Commissioner Bowman voted yes.

Commissioner DiPlacido voted no.

Commissioner Winegrad voted yes.

Commissioner Vahey voted yes.

Commissioner Schreiber voted yes.

Vice President Hecker voted yes.

President Spiegelman voted yes.

MOTION was ADOPTED 11-4.

Consider and discuss approving the Land Development Application LD-21-01, AQUA Pennsylvania, Inc. at property address 315 Chelsea Avenue, Glenside, to upgrade and expand the North Hills Pump Station to implement a PFAS treatment system:

Commissioner Thompson said he supports this project as this is one of the most comprehensive land development applications he has seen since he has been on the Board, and he wholeheartedly hopes that the Board will agree to move it forward to our meeting next month for approval.

Mr. Jason Marie, Vice President of Mott MacDonald introduced Mr. Brennan Kelly, Engineer and Project Manager with AQUA PA and Ms. Margie Gray, Principal Engineer with Mott MacDonald to present the project.

Mr. Kelly said this is PFAS treatment system at the North Hills well station that provides drinking water for 2,500 households in the area and has been out-of-service since July 2018. In 2019, we did a 12-month pilot test of various treatment resins that was approved by PADEP, and in August, AQUA received a permit to construct the facility.

Vice President Hecker asked for any other comments from Commissioners.

Commissioner Thompson continued that this is to remove PFAS chemical compounds from the drinking water that we believe came from the Willow Grove Naval Air Station, and everyone deserves clean drinking water, so we should move this item forward to the next Board of Commissioners Regular meeting.

Commissioner Bole said he enthusiastically supports this and acknowledged the great work of Commissioner Thompson, which he has been exemplary in his leadership. How do the neighbors feel about this facility?

Commissioner Thompson replied proposed facility fits in better with the character of the neighborhood and overall feedback has been positive. Everyone is looking forward to seeing this project move forward.

Commissioner Winegrad said he would like to see this facility active as of yesterday, and he wholeheartedly agreed that this item should move forward to the Board of Commissioners Regular Meeting for a vote.

President Spiegelman commended Commissioner Thompson for his many years of work that will help everyone in the Township.

Commissioner Rothman also praised Commissioner Thompson for his work, and he encouraged everyone to keep pushing for clean water.

Commissioner Thompson made a MOTION, seconded by Commissioner Zappone to move this item forward to the Board of Commissioners Regular Meeting of April 8, 2021.

MOTION was ADOPTED 15-0.

Consider and discuss final release of escrow for Sussman Associates II, LP-Kia Dealership, in the amount of $58,430.17, required maintenance either by bond or cash in the amount of $4,682.83:

Mr. Hassan noted that he verified that all public improvements were completed properly and to the satisfaction per approved plan by the Board. Every final release involving public improvements within the right-of-way is subject to a maintenance bond of 15% of total cost of improvements. At the end of 18 months, the maintenance bond will lapse and the amount of $4,682.82 will be returned to the applicant.

Vice President Hecker asked for any comments from Commissioners. There were none.

Commissioner Bowman made a MOTION, seconded by Commissioner Zappone to move this item forward to the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

Consider and discuss final release of escrow on Sussman Mazda Dealership project in the amount of $123,898.58:

Mr. Hassan said the applicant requested release of escrow for public improvements, and he visited the site to confirm that the project has been completed to the satisfaction per approved plan.

Commissioner Zappone made a MOTION, seconded by President Spiegelman to move this item forward to the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

Consider approving the proposed minor subdivision plan for property address 1405 Rothley Avenue – Kevin S. Maguire & James J. Maguire, Jr., to create one new building lot for a single-family dwelling use:

Mr. Hassan said this application was presented at the last Planning Commission meeting and received unanimous recommendation of approval to move forward. There are no new improvements proposed, this is just a simple subdivision of one lot. The existing dwelling will remain, and the second lot will remain vacant for potential future improvements. Waivers requested by the applicant are from Section 146-11 A. (4) – Property Identification Plan; Section 146-11 B. (3) – Existing Features Plan; and Section 146-11 B. (7) Existing Features – Utilities Plan.

Mr. Gary Tilford, PE, with Charles E. Shoemaker, Inc., noted there are additional waiver requests from Section 146 -27 B. (1) – Sidewalks and Curb - the applicant proposes to keep existing sidewalks as is and waiver is requested to permit the existing nonconforming sidewalk to be less than four (4) feet in width in residential areas; and from Section 146-27. C. – Sidewalk Location – the applicant proposes to keep existing sidewalks as is and waiver is requested to allow the existing nonconforming sidewalk to be located between the curb and right-of-way line at more than six (6) inches from the property line.

Mr. Hassan recommended approval of waivers as listed.

Vice President Hecker asked for any comments from Commissioners.

Commissioner Bole clarified that the width of the sidewalk will be compliant and fully accessible for those with mobility issues. Is that correct?

Mr. Tilford replied yes. Also, the Planning Commission reviewed and recommended approval of the waivers as listed.

Manager Manfredi noted that the EAC and Shade Tree Commission provided suggestions in a memo dated February 22, 2021 that should be referenced if there is a motion to send this item forward.

Mr. Tilford replied the applicant is fine with that requirement.

President Spiegelman clarified that the existing sidewalk at its narrowest point is only ¼ inch less than requirement. Is that correct?

Mr. Hassan replied that is correct. This is an existing nonconforming sidewalk, and should the applicant decide to move forward with any improvements in the future, they must comply with sidewalk regulations.

Commissioner Vaughn asked why a waiver is needed since this is an existing sidewalk?

Mr. Hassan replied any land development or subdivision of a property is subject to comply with SALDO, and because the sidewalk does not comply with the current minimum width, the applicant needs to request relief, otherwise, they would need to replace it.

Commissioner Bowman clarified that notice was provided to residents regarding this project in in which the applicant was represented by their attorney at the Zoning Hearing Board meeting, and that original hearing was continued due to residents raising issues, which were addressed, so there was sufficient notice given to the neighbors and everything has been done by the book, and any suggestion to the contrary is erroneous.

Commissioner Myers questioned whether the drawings of the plan have been posted for the public to review as well as the waiver requests.

Manager Manfredi replied everything that is before the Board including the agenda and all supporting documents are available to the public; however, there were two additional waivers.

Commissioner Vaughn made a MOTION, seconded by President Spiegelman to move this item forward to the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

Consider and discuss approving the two additional waiver requests for JJHL Associates, LTD (Faulkner Nissan):

Mr. Hassan said while working with the applicant on recording the plan; two items qualify as waiver requests; one relates to the minimum size of the stormwater pipe and the second is the minimum coverage on top of a pipe. Specifically, Section 146-33 C. pertains to drainage location and the applicant is requesting a waiver to permit storm drainage pipes to have a protected cover less than 24 inches as it is 18 inches. The second waiver is from Section 146-33. D., there is a minimum size permitted for a storm pipe and the applicant is requesting a waiver from providing a high-density polyethylene (HDPE) pipe to be less than 15 inches and the applicant proposes a perforated 12 inches HDPE pipe and a six-inch pipe. He recommended approval of the two waiver requests.

Commissioner Zappone made a MOTION, seconded by Commissioner Winegrad **t**o move this item forward to the Board of Commissioners Regular Meeting on April 8, 2021.

MOTION was ADOPTED 15-0.

ADJOURNMENT: 8:21 p.m.

Respectfully submitted,

Liz Vile, Minutes Secretary

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

RFP Existing Conditions Assessment

EXECUTIVE SUMMARY:

n/a

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Consider and discuss approving the Abington Township Existing Conditions Assessment Proposal.

ABINGTON TOWNSHIP
REQUEST FOR PROPOSALS (RFP):

Existing Conditions Assessment

PROPOSAL INFORMATION

Submittal Deadline:
Friday, April 16, 2021, at 1:00 PM

Submit Proposal to:

Richard J. Manfredi
Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

Any inquiry concerning this RFP should be directed in writing to:

Richard J. Manfredi
c/o Theresa Castorina
tcastorina@abingtonPA.gov

REQUEST FOR PROPOSALS:

TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PA.
EXISTING CONDITIONS ASSESSMENT

Abington Township's Office of the Township Manager will accept sealed proposals for an existing conditions assessment of the Township Building and other specific improvements at other identified facilities until 1:00 PM on Friday, April 16, 2021, at 1176 Old York Road, Abington, Pennsylvania 19001.

All qualifications presented will be in accordance with the Request for Proposal ("RFP") specifications. An original, clearly marked as the "ORIGINAL," two (2) copies, and one (1) electronic copy of each proposal shall be submitted in sealed envelopes and must be marked with "Request for Proposals – Abington Township Existing Conditions Assessment" and addressed to:

Richard J. Manfredi
Township Manager
1176 Old York Road
Abington, PA 19001

The electronic copy of the proposal must be sent to:

Richard J. Manfredi
c/o Theresa Castorina
tcastorina@abingtonPA.gov

The envelopes should be delivered via hand-delivery service or overnight mail delivery service to the Office of the Township Manager, at the address listed above, so as to arrive by the specified date and time specified above.

Abington Township will require one original, two (2) print copies, and one (1) electronic copy of the proposal.

If you have any questions regarding the contents of this RFP, please contact Richard J. Manfredi, Township Manager, as noted on page 5 of this proposal.

{01263184;v2}

ABINGTON TOWNSHIP REQUEST FOR PROPOSAL

EXISTING CONDITIONS ASSESSMENT

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I. GENERAL INFORMATION

A. BACKGROUND

Abington is a Township located in Montgomery County, Pennsylvania, comprised of more than 56,000 residents. The Township functions under a fifteen (15) member Board of Commissioners under a Council Manager form of Governance with an Office of the Township Manager assuring numerous public services to its residents are effectively delivered. This scope of services will include the selection of an architectural firm to produce a report that gives a facilities overview, detailed analysis of existing conditions, and spatial analysis with a range of proposed improvement options accompanied by cost estimates. The report should include sufficient detail for the Township to consider an immediate resolution to potential defects in the facility and for short- and long-term capital planning.

B. PROFESSIONAL CREDENTIALING

The firm selected must be a full-service architectural firm specializing in municipal facilities and have professionals from every discipline of the architectural profession. The firm must also have the ability to employ or partner with licensed professional engineers with expertise in municipal facilities. Firms with experience with Pennsylvania municipalities and knowledge of municipal law preferred.

C. RFP SCHEDULE (SUBJECT TO CHANGE)

This Request for Proposal schedule:

DATE	EVENT
March 19, 2021	Issue and Advertised on Township Website
April 2, 2021	Site Survey Deadline
April 16, 2021	Submission Deadline at 1:00 PM
April 19 - 23, 2021	Review and Evaluation of Submissions
April 26 – 30, 2021	Possible Interviews
May 14, 2021*	Selection (*Scheduled to be by May 14, 2021)

D. QUESTIONS

Any questions regarding this Request for Proposal should be directed to the Office of the Township Manager in writing to:

Richard J. Manfredi
c/o Theresa Castorina
tcastorina@abingtonPA.gov

All questions must be received by 3:00 PM on April 14, 2021. Inquiries received after 3:00 PM will not receive responses. No responses will be provided to telephone inquiries.

D. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the Township deems to be in the interest of all will be made available to all other respondents. Responses to questions will not be issued in the form of an Addendum to the Request for Proposals.

Abington Township may, at our discretion and without explanation to the prospective proposer(s), at any time choose to discontinue this RFP without obligation to any proposer(s) who have submitted a proposal.

II. SCOPE OF WORK

The Township is soliciting proposals from firms interested in serving as an architectural firm to produce a report that gives a facilities overview, detailed analysis of existing conditions, and spatial analysis with a range of proposed improvement options accompanied by cost estimates. The report should include sufficient detail for the Township to address the immediate resolution to potential defects in the facility and to address short- and long-term capital planning, including, but are not limited to, the following:

1) Assess existing conditions of the Abington Township Building HVAC and electrical systems;
2) Evaluate the Abington Township Building to include vehicular circulation and parking, as well as pedestrian pathways and provide a spatial analysis.
3) Assess existing conditions of the Abington Fire Company fire apparatus access and circulation plan;
4) Assess the Abington Free Library and the Ardsley Community Center HVAC systems;
5) Assess the Abington Township Building interior and exterior; including sanitary lines and plumbing;
6) Attend (4) meetings in person or virtually when requested by the Township Manager; and
7) Perform other related architectural services deemed necessary to complete the report.

III. PROPOSAL ELEMENTS

A. GENERAL REQUIREMENTS

1) Proposal Submission: One original, (2) print and one (1) electronic copy of the Proposal shall be received in a sealed envelope and must be prominently marked.
2) Sealed proposals must be submitted Friday, April 16, 2021, at 1:00 PM to:

Office of the Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

Electronically to:
Richard J. Manfredi
c/o Theresa Castorina
tcastorina@abingtonPA.gov

Paper proposals must be mailed or hand delivered. Late proposals will not be accepted.

3) Preparation costs: The Township will not be responsible for any costs associated with the preparation, submission, or presentation of any proposal.
4) **Minority Proposer: Abington Township encourages all qualified businesses, including minority-owned and women-owned businesses, to respond to all invitations to Requests for Proposals.**
5) All submitted qualifications will be the property of Abington Township.
6) Open Records Law/Public Information: Under the Pennsylvania Right-to-Know (the "Law"), 65 P.S., §67.101, eq. seq., as amended, and other applicable laws, a record in the position of the Township is presumed to be a public record subject to disclosure to any legal resident of the United States upon request, unless protected by a statutory exception.

B. FORMAT OF TECHNICAL PROPOSAL

1) Title Page & Table of Contents:
    a. The title page should show the RFP subject; the firm's name; contact name, contact title, office address, telephone number, and e-mail address; and the date of the proposal.
    b. The Table of Contents should identify matters submitted by section and page number.

2) Contact Information: On a single cover sheet in your proposal, please provide:
    a. The name of the firm, owner, address, and telephone number.
    b. The name and contact information for the firm's primary contact.
    c. The e-mail address for firm principals or individuals working with the Township.
    d. The year the firm or individual practice was established.

3) Personnel Qualifications:
    a. Identify the firm team lead who will serve as primary project manager and contact.
    b. Provide a resume and summary of their experience for the individual who will serve in the team lead position.
    c. Provide the same for other architects and firm team members (if any) in the firm who may assist with the provision of services.
    d. Describe your experience assisting municipalities or other public governmental agencies.
    e. Describe any existing or potential legal or other conflicts of interest, or appearance of conflict of interest, you may have, or which reasonably might arise, because of your proposed representation of the Township.
    f. State whether you or any principals in your firm have been (in the past five years) or are currently the subject of any Federal or State investigation or any investigation by any law enforcement agency, and indicate the nature of this investigation.
    g. Indicate any pending litigation in which you are involved which may directly or indirectly affect your ability to complete this project in any manner.
    h. Please indicate the amount of professional liability insurance coverage which you carry.

4) Capability:
    a. Provide information about the firm's capability to perform on short notice and in a timely manner.
    b. Describe the firm's approach to communicating with the Township in regard to the status of reports and recommendations.

5) Client List:
    a. Provide a list of current municipal clients, including at least two references from each of those organizations, including names, contact persons, and phone numbers.
    b. List any clients you have that could cause a conflict of interest with your performing the scope of work for the Township, if selected, and describe how you would be willing to resolve a conflict or any future conflicts of interest.

NOTE: No fees and/or pricing of the RFP should be included in the technical proposal.

C. FORMAT OF COST PROPOSAL

The sealed cost proposal shall contain detailed pricing information relative to the work as described in the RFP.

Please include:

1) All costs for providing the services described above;
2) A list of anticipated reimbursable expenses and the rate charged for each;
3) Any reduced fees offered to other municipalities or government entities; ;and
4) Any other fees or charges not outlined in the other sections of the cost proposal.

Pricing will be reviewed based on reasonableness for services being provided, competitive market fees/rates, and fee structure. The Township is not obligated to select the Proposal with the lowest fee proposal to perform these professional services.

IV. SELECTION PROCESS

A. SELECTION DATE

Selection of the firm(s) will be based on timely written qualifications. Oral interviews may be conducted by telephone, virtual visual media, or in person. It is anticipated that the selection will be made by May 14, 2021 with commencement of the appointment anticipated to start immediately thereafter, subject to execution of a written contract as approved by the Township Solicitor.

B. EVALUATION CRITERIA

1) Any award to be made pursuant to this RFP will be based upon the proposal, with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the proposer' responsiveness to the RFP, and the ability of the proposer to meet the needs of Abington Township.
2) The following elements will be the primary consideration in evaluating all submitted qualifications in the selection of a consultant(s):
    a. Clarity and completeness of the proposal and the apparent understanding of the work to be performed;
    b. General qualifications, experience, and expertise of the Proposer;
    c. Soundness of the methods and approach to the work;
    d. Information derived from reference checks and review of other documents completed by the Proposer; and
    e. Comparative cost of the Firm's proposal.

C. SITE TOURS

Each firm will be provided the opportunity to survey the buildings, property, and grounds that are the subject of the proposal. Once the qualifications have been evaluated, Proposers selected to proceed may receive an invitation for in-person or virtual interviews with their key staff that would be responsible for supporting the Township.

D. RESERVATIONS REGARDING SELECTION

The Township reserves the right to do any or all of the following:

1) Conduct interviews with some or all of the Proposers.

2) Reject any or all Proposals.
3) Waive any informality or irregularity in a Proposal.
4) Hold all Proposals for a period of thirty (30) days after the date fixed for the opening thereof.
5) Enter into good faith negotiations with the Proposers to modify service or project descriptions to a greater or lesser magnitude than described in this RFP or any Proposal.
6) Accept the Proposal that the Township deems at its sole discretion to be the most favorable in the best interest of the Township.
7) Enter into good faith discussions with the selected Proposers regarding the pricing set forth in the Proposal prior to final selection.
8) Re-advertise this RFP for new Proposals as may be deemed necessary at the sole discretion of the Township.

1176 Old York Road, Abington PA 19001 | www.abingtonpa.gov | 267-536-1000 | TTY/TTD: 9-1-1 | Fax 215-884-8271

TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

ADDENDUM NUMBER 1
TO

EXISTING CONDITIONS ASSESSMENT

C. FORMAT OF COST PROPOSAL

Each Respondent shall acknowledge receipt of this Addendum No. 1 in the space provided. Failure to do so may subject the Respondent to disqualification.

5) PROPOSAL TO INCLUDE A LUMP SUM FOR A-F AS WELL AS PRICING FOR EACH FACILITY:
   a. ABINGTON TOWNSHIP BUILDING HVAC AND ELECTRICAL SYSTEMS
   b. ABINGTON TOWNSHIP BUILDING PARKING AND PEDESTRIAN PATHWAYS
   c. ABINGTON FIRE COMPANY
   d. ARDSLEY COMMUNITY CENTER
   e. ABINGTON TOWNSHIP BUILDING INTERIOR AND EXTERIOR
   f. ABINGTON LIBRARY

NOTE: ALL RESPONDENTS MUST SUBMIT WITH THEIR RESPECTIVE PROPOSALS THIS CONFIRMATION OF RECEIPT OF THIS ADDENDUM NO. 1. PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE.

Receipt Acknowledged By: _____

Print Name: _____

Company: _____

Date: _____

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Melmar Road agreement

EXECUTIVE SUMMARY:

n/a

PREVIOUS BOARD ACTIONS:

m\na

RECOMMENDED BOARD ACTIONS:

Consider approving the agreement between Harout Hamalian and Mary Hamalian of 1733 Melmar Road, Huntingdon Valley, and David Hamalian, an adult individual leasing a portion of 1733 Melmar Road and the Abington Township.

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Resolution 20-046 Outdoor Dining

EXECUTIVE SUMMARY:

This Resolution would extend for an additional ninety days from Resolution 20-046 establishing guidelines and policy for outdoor sales of food and merchandise of existing businesses in the Township during the Coronavirus Pandemic.

PREVIOUS BOARD ACTIONS:

June 11, 2020, the Abington Township Board of Commissioners approved Resolution 2020-030, establishing guidelines and a policy for the temporary approval of outdoor sale of merchandise and outdoor dining of existing businesses in the Township for a period of ninety days

RECOMMENDED BOARD ACTIONS:

Consider extending a policy for outdoor sales of food and merchandise of existing businesses in the Township during the Coronavirus Pandemic for an additional ninety days by adopting a Resolution.

ABINGTON TOWNSHIP
RESOLUTION NO.

A RESOLUTION OF ABINGTON TOWNSHIP, MONTGOMERY COUNTY, ESTABLISHING GUIDELINES AND POLICY FOR OUTDOOR SALES OF FOOD AND MERCHANDISE OF EXISTING BUSINESSES IN THE TOWNSHIP DURING THE CORONAVIRUS PANDEMIC

WHEREAS, Governor Wolf issued a Proclamation of Disaster Emergency on March 6, 2020, authorizing political subdivisions to act as necessary within the powers conferred by the Proclamation of Disaster Emergency to meet the exigencies of the emergency; and

WHEREAS, on May 1, 2020, the Governor's Office presented a plan entitled Process to Reopen Pennsylvania which will ease social gathering restrictions in phases based upon public health indicators while requiring ongoing compliance with Centers for Disease Control and Pennsylvania Department of Health guidance for social distancing and workplace safety; and

WHEREAS, federal and state health and regulatory agencies have called for the implementation of safety measures, such as increased workplace ventilation, increased physical distance between employees and customers, and alteration of hours based on building size and number of employees; and

WHEREAS, the safety measures are advanced and made more effective by the temporary allowance of outdoor dining and commercial activity provided such dining and commercial activity occur consistent with all other state and federal statutes, regulations, and orders; and

WHEREAS, on or about June 11, 2020, the Abington Township Board of Commissioners approved Resolution 2020-030, establishing guidelines and a policy for the temporary approval of outdoor sale of merchandise and outdoor dining of existing businesses in the Township for a period of ninety days; and

WHEREAS, on or about October 8, 2021, the Abington Township Board of Commissioners approved Resolution 2020-046, extending for an additional period of ninety days; and

WHEREAS, the Board of Commissioners desires to extend the effective period of Resolution 2020-046 for an additional ninety days.

NOW THEREFORE, **BE IT RESOLVED**, that the Board of Commissioners of Abington Township, hereby extends the provisions of Resolution 2020-046 for an additional ninety days.

BE IT FURTHER RESOLVED:

1. The merchant seeking to use outdoor space to conduct commercial activity or dining shall abide by nuisance and noise regulations found in the Abington Township Code.

2. The merchant seeking to use outdoor space to conduct commercial activity or dining shall comply with all guidance issued by the Pennsylvania Governor's Office, the

Pennsylvania Department of Health and the Montgomery County Board of Health with regard to safety and sanitary protocols and social distancing recommendations, as may be amended from time to time.

3. By submitting a plan, the merchant acknowledges that it does not acquire any vested rights or privileges under the plan and waives any right to continue the permissions granted by the plan beyond the expiration of this Resolution.

4. This Resolution and its authorization to conduct commercial activity and dining in outdoor spaces shall expire ninety days from the extension date.

RESOLVED and **ENACTED** this ___ day of _____, 2021**.**

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

_____ By: _____

Richard J. Manfredi, John L. Spiegelman, *President*
Township Manager & Secretary

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Public Works

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☑ No ☐

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☑ No ☐

AGENDA ITEM:

Bid Award - 2021

EXECUTIVE SUMMARY:

All bids were advertised in the Intelligencer on Sunday, March14, 2021 and again on Sunday, March 21, 2021. All bids were publicly posted on PennBid and also posted on the Township's website. All bids were opened publicly via PennBid on March 31, 2021 at 10:00 AM.

2021 Engineered Retaining Wall System Materials Bid

JDM Materials Company was the single bidder and therefore the lowest responsible bidder with a total bid of **$40,000.00**. JDM Materials Company was awarded the bid in 2019 & 2020 as well. We have been very pleased with JDM Materials Company products and service and are confident that they will continue to provide satisfactory services to the township. The materials from this bid will be used by the Construction Services crew for stormwater Capital Improvement Projects. A copy of the bid tabulation sheet is included for your review.

2021 Storm Sewer Inlets and Manhole Structures Bid

Commonwealth Precast, Inc. was the single bidder and therefore the lowest responsible bidder with a total bid of **$39,270.00**. Commonwealth Precast, Inc. was awarded the bid in 2019 & 2020 as well. We have been very pleased with Commonwealth Precast, Inc's. products and service and are confident

that they will continue to provide satisfactory services to the township. The materials from this bid will primerily be used by the Construction Services crew for Capital Improvement Projects. A copy of the bid tabulation sheet is included for your review.

2021 Ready Mix Concrete Bid

Two bids were received and **JDM Materials Company** was the lowest responsible bidder with a total bid of **$16,947.50**. The second bidder, Delaware Valley Concrete Co., submitted an incomplete bid therefor disqualifying their bid. JDM Materials Company was awarded the bid in 2020 and we have been very satisfied with JDM Materials Company's products and service and are confident that they will continue to provide satisfactory services to the township. The materials from this bid will be used by the Construction Services crew for Capital Improvement Projects, in-kind services for grant work that the township has committed to and for various other projects throughout the township. Multiple departments benefit from this bid. A copy of the bid tabulation sheet is included for your review.

2021 Superpave Materials Bid

Two bids were received and **Eureka Stone Quarry, Inc.** was the lowest responsible bidder of Part 1 of the Superpave Bid in the amount of **$839,250.00**. **Glasgow, Inc.** was the lowest responsible bidder of Part 2 and Part 3 of the Superpave Bid in the amount of **$73,805.00.**

This was a three part bid with each part being awarded separately in order to get the best possible price for the township. We have used both Eureka Stone Quarry and Glasgow in years passed and are satisfied with both their products and service. The materials will be used primarily for our overlay program as well as smaller jobs including pothole repair, permanent road patching. A copy of the Bid tabulation sheet is included for your review.

PREVIOUS BOARD ACTIONS:

All of the bids are bid yearly and are prepared, advertised and managed by the Public Works Department.

RECOMMENDED BOARD ACTIONS:

Consider awarding at the May 13, 2021 Regular Business Meeting the following bids received and opened on March 31, 2021:

2021 Engineered Retaining Wall System Materials Bid to JDM Materials Company in the amount of $40,000.00.
2021 Storm Sewer Inlets and Manhole Structures Bid to Commonwealth Precast, Inc. in the amount of $39,270.00.

2021 Ready Mix Concrete Bid to JDM Materials Company in the amount of $16,947.50.
2021 Superpave Materials Bid Part 1 to Eureka Stone Quarry, Inc. in the amount of $839,250.00, Part 2 and Part 3 to Glasgow, Inc. in the amount of $73,805.00 and to authorize the Township Manager to execute all contracts for all bids here and above awarded.

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
C/o Richard J. Manfredi,
Township Manager
1176 Old York Road
Abington, Pennsylvania, 19001

To Whom It May Concern:

We hereby submit fob Township of Abington, Department of Public Works, Maintenance Garage, Dead-end of Florey Lane, Roslyn Pennsylvania, 19001 for furnishing the following in strict accordance with the attached specifications:

TOTAL BID $40,000.00

EXCLUDE Federal Tax and Pennsylvania Tax

Delivery on or before 60 Day Timeframe

Enclosed is a Bid Bond in the amount equal to 10% of the Bid See attached Bid Bond.

I understand that if our proposal is accepted by the Township, we will provide the Township with a Performance Bond for the full amount of the Bid, satisfactory to the Township Solicitor, to guarantee delivery of the Engineered Retaining Wall System Materials bid, in accordance with the attached specifications

JDM Materials Company
Firm Name

851 County Line Road
Address

Huntingdon Valley, PA 19006-1198

By: _____
Signature James D. Morrissey, III, Vice President

215-357-5505
Telephone Number

GENERAL CONDITIONS

I. Addendum

The Township of Abington, reserves the right to correct, change, add or delete from the Bidding Documents by written addendum. Hereinafter, the Township of Abington shall be referred to as the "Township" or "Owner".

II. Assignment

Manufacturer or Bidder to whom an award is made shall not sublet, transfer, or assign the contract or any portion thereof to any person, firms or corporations without the prior written consent of the Township.

III. Award

Award of any contract hereunder may be made within (60) sixty days following opening of the bids, and the Bidder agrees that his bid will remain open and subject to acceptance for a period of sixty (60) days after opening. In the event two or more responsive and responsible Bidders submit Bid Proposals that are in the exact same amount, the Township will utilize a coin flip to resolve the tie between or among the identical bids. In such event the Township will notify the affected Bidders forty-eight (48) hours prior to the coin flip to permit the Bidders to be present, if they so choose, to witness the coin flip. In addition, the coin flip shall be open to the public. The result of the coin flip shall be final and the award made to the Bidder chosen by the coin flip.

IV. Explanation of Bidding Documents

Any explanation or interpretation of the Bidding Documents by the Township of Abington shall be binding only if in the form of a written addendum. Oral or other explanations or interpretations made prior to the opening of the proposal shall not be binding and should not be relied upon by any Bidder.

V. Exceptions

A. Any deviation from the requirements of the Bidding Documents shall be itemized and fully set forth in a letter of exception attached to the proposal by the bidder and submitted with the proposal.

B. Itemization of exceptions shall whenever possible, be identified with the Section and Subsection to which they relate and set forth in the same sequence.

C. Unless exceptions taken by the Bidder are itemized in the above described method, the material or equipment to be furnished shall meet the requirements of the Bidding Documents in all detail.

VI. Guarantee or Warranties

Bidder is to set forth all guarantees or warranties to be received.

VII. Inquiries

Inquiries may be directed in writing to: Michael A. Jones, Superintendent
Public Works Department
Abington Township
1176 Old York Road
Abington PA 19001

VIII. Law & Ordinances

Successful Bidder shall comply with all laws, ordinances, rules or regulations of any governmental body, agency or commission having jurisdiction in the matter and obtain all necessary permits.

IX. Patented Device

Successful Bidder shall defend and hold harmless the Township of Abington against any and all suits and assume all liability for any and all claims made against the Township or any of its officers or agents for the use of any patented device, process or article forming a part of the specified matter furnished under the contract.

X. Proposal

A. Each proposal shall be made on the proposed form attached hereto and same shall be fully completed.

B. Each proposal shall be submitted electronically via PennBid.

C. Proposal price to remain in effect subject to no increase during the time which an award is made.

D. Township reserves the right to extend the time for receipt and/or opening of proposals.

E. To reserve any consideration by the Township all bid proposals must be received for their opening electronically via PennBid by no later than 9:00 AM Eastern Standard Time.

E. Proposals will be opened on PennBid at **10:00 AM** on **WEDNESDAY, MARCH 31, 2021.**

XI. Proposal Rejection

Township reserves the right to waive any informalities, to reject any or all Bids for any reason, as well as the right to award the contract as may appear in the best interest of the Township.

XII Payment

Payment shall be made on the basis of sixty (60) days after delivery and inspection of the product and/or sixty (60) days after each individual invoice for the product is received, whichever may apply.

V. Delivery

Delivery shall be made within a sixty (60) day time frame from receipt of order.

EXPERIENCE RECORD

Complete the following experience record and attach same to the PROPOSAL covering work performed or contracts held, (whichever applies) during the past five (5) years.

Date Started	Date Finished	Amount of Contract	Name of Client	Name of Project
11/25/19	1/8/20	$148,332.11	The Edgewood Company	Fort Monmouth Parcel C1
5/19/20	7/9/20	$209,376.00	Robert More & Sons	Picotinny Arsenal 8A RW
8/26/20	9/1/20	$105,376.76	The Edgewood Company	Edgemont Preserve
12/26/19	9/25/20	$197,799.69	The Landtek Group	Fairleigh Dickinson University
11/9/20	11/25/20	$104,844.21	Pickering Valley Landscape	Grove Family Farm
11/3/20	12/16/20	$140,514.09	The Edgewood Company	Lancaster Country Club

(We are) (I am) presently working on the following projects:

8/28/20	$1,392,935.60	Hidden Springs Landscape	Northampton Business Center
3/2/21	$ 125,616.53	The Edgewood Company	Country House
3/19/21	$ 181,474.92	Salamone Contractors	Amazon Conshohocken
3/24/21	$ 387,834.34	Mayfield Site Contractors	Amazon Philadelphia

Have you ever defaulted on a project? Yes_____ No X

If yes, give the name of that contract was held with, name of bonding company and circumstances:

J.D.M. Materials Company
Contractor

Date: 3/17/2021 By_____
James D. Morrissey, III, Vice President

NOTE: This experience record must be submitted with the proposal, and failure to submit this, will be considered justification for rejection of the Bidder's proposal.

FINANCIAL STATEMENT OF BIDDER

NOTE: This affidavit must be executed and submitted with the Bid. The data furnished are for the information of the OWNER and will not be made public.

State of Pennsylvania :

: SS

County of Montgomery :

J.D.M. Materials Company, being duly sworn according to law, deposes and says that the following is a true statement of (his) (their) (its) financial condition at the end of the month preceding the date of (his) (their) (its) proposal to the Owner, attached hereto:

See attached financial statement.

BIDDER J.D.M. Materials Company

Date: 3/17/2021

By: _____
James D. Morrissey, III, Vice President

Sworn to and subscribed before me this 17 day of March, 2021

_____
Notary Public

NOTE: This financial statement must be submitted with the proposal and failure to submit will be considered justification for rejection of the Bidders Proposal.

Commonwealth of Pennsylvania - Notary Seal
MARIE A. BERGSTROM , Notary Public
Philadelphia County
My Commission Expires November 22, 2024
Commission Number 1010753

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Financial Statements
with Supplementary Information

December 31, 2019 and 2018

Kreischer Miller

PEOPLE | IDEAS | SOLUTIONS

EUREKA STONE QUARRY, INC. AND SUBSIDIARY
December 31, 2019 and 2018

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Kreischer Miller

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Independent Auditors' Report

The Board of Directors and Stockholders
Eureka Stone Quarry, Inc. and Subsidiary
Philadelphia, Pennsylvania

We have audited the accompanying consolidated financial statements of Eureka Stone Quarry, Inc. and Subsidiary which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of operations and comprehensive income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Eureka Stone Quarry, Inc. and Subsidiary as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the financial statements, Eureka Stone Quarry, Inc. and Subsidiary adopted Financial Accounting Standards Board *Accounting Standards Codification* 606, *Revenue from Contracts with Customers* and Accounting Standards Update 2017-07, *Compensation - Retirement Benefits*. Our opinion is not modified with respect to this matter.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information in Schedules I through V is presented for purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kreischer Miller

Horsham, Pennsylvania
June 12, 2020

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Balance Sheets
December 31, 2019 and 2018

	2019	2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 7,811,274	$ 3,526,010
Accounts receivable:		
Trade	10,593,462	10,601,199
Affiliate	15,393,287	4,879,577
Inventories	3,511,126	3,756,814
Prepaid taxes and expenses	220,878	233,692
Total current assets	37,530,027	22,997,292
Property, plant and equipment:		
Land	3,336,486	3,471,104
Quarry stone reserves	5,887,305	5,887,305
Buildings	1,885,319	1,773,119
Machinery and equipment	45,350,342	38,707,196
Furniture and fixtures	92,877	92,877
Automobiles and trucks	11,976,184	11,516,039
Construction-in-progress	10,500	1,228,327
	68,539,013	62,675,967
Accumulated depreciation and depletion	(35,473,365)	(29,284,577)
	33,065,648	33,391,390
Other assets	17,150	17,150
	$ 70,612,825	$ 56,405,832
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable:		
Trade	$ 4,435,856	$ 5,551,728
Affiliate	4,298,134	643,348
Current maturities of long-term debt	-	1,988,638
Current portion of capital lease obligations	1,079,107	1,036,964
Accrued expenses and taxes	896,766	929,859
Total current liabilities	10,709,863	10,150,537
Long-term debt, less current maturities	-	1,786,170
Capital lease obligations, less current portion	712,898	1,792,005
Accrued pension liability	4,238,516	3,823,741
	15,661,277	17,552,453
Stockholders' equity:		
Common stock	317,430	317,430
Additional paid-in capital	2,052,107	2,052,107
Retained earnings	55,002,125	38,534,185
Accumulated other comprehensive loss	(2,420,114)	(2,050,343)
	54,951,548	38,853,379
	$ 70,612,825	$ 56,405,832

See accompanying notes to consolidated financial statements.

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Statements of Operations and Comprehensive Income
Years Ended December 31, 2019 and 2018

	2019	2018
Sales	$ 105,134,999	$ 85,109,895
Cost of sales	89,064,050	76,730,586
Gross profit from operations	16,070,949	8,379,309
Selling, general and administrative expenses	7,470,375	10,867,804
Profit (loss) from operations	8,600,574	(2,488,495)
Other income (expense):		
Other income	539,477	520,998
Gain on sale of property and equipment	7,592,955	2,524,415
Net periodic benefit cost	(45,004)	17,072
Interest expense	(218,062)	(73,153)
Income before income tax	16,469,940	500,837
State income tax	2,000	2,000
Net income	16,467,940	498,837
Other comprehensive income (loss):		
Net gain (loss) on pension plan assets	(449,852)	21,592
Gain from curtailment	-	327,151
Amortization of pension plan prior service cost	(38,021)	(38,022)
Amortization of pension plan net loss	118,102	136,250
	(369,771)	446,971
Comprehensive income	$ 16,098,169	$ 945,808

See accompanying notes to consolidated financial statements.

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Statements of Changes in Stockholders' Equity
Years Ended December 31, 2019 and 2018

	Common Stock	Additional Paid-In Capital
Balance January 1, 2018	$ 317,430	$ 2,052,107
Net income	-	-
Other comprehensive income	-	-
Distribution to stockholders	-	-
Balance December 31, 2018	317,430	2,052,107
Net income	-	-
Other comprehensive loss	-	-
Balance December 31, 2019	$ 317,430	$ 2,052,107

See accompanying notes to consolidated financial statements.

Retained Earnings	Accumulated Other Comprehensive Loss	Total
$ 41,965,374	$ (2,497,314)	$ 41,837,597
498,837	-	498,837
-	446,971	446,971
(3,930,026)	-	(3,930,026)
38,534,185	(2,050,343)	38,853,379
16,467,940	-	16,467,940
-	(369,771)	(369,771)
$ 55,002,125	$ (2,420,114)	$ 54,951,548

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows
Years Ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net income	$ 16,467,940	$ 498,837
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	6,188,788	5,669,094
Gain on sale of property and equipment	(7,592,955)	(2,524,415)
Bad debt expense	22,256	67,776
(Increase) decrease in assets:		
Accounts receivable:		
Trade	(14,519)	(2,576,630)
Affiliate	(10,513,710)	(4,868,137)
Inventories	245,688	(213,567)
Prepaid taxes and expenses	12,814	6,981
Increase (decrease) in liabilities:		
Accounts payable		
Trade	(1,115,872)	2,308,387
Affiliate	3,654,786	601,821
Accrued expenses and taxes	(33,093)	(705,181)
Accrued pension liability	45,005	115,547
Net cash provided by (used in) operating activities	7,367,128	(1,619,487)
Cash flows from investing activities:		
Purchases of property and equipment	(6,369,798)	(4,884,889)
Proceeds from sale of property and equipment	8,099,706	2,610,592
Net cash provided by (used in) investing activities	1,729,908	(2,274,297)
Cash flows from financing activities:		
Distributions to stockholders	-	(3,930,026)
Proceeds from long-term debt	-	5,965,913
Repayment of long-term debt	(3,774,808)	(2,191,105)
Repayments of capital lease obligations	(1,036,964)	(364,041)
Net cash used in financing activities	(4,811,772)	(519,259)
Net increase (decrease) in cash and cash equivalents	4,285,264	(4,413,043)
Cash and cash equivalents:		
Beginning of year	3,526,010	7,939,053
End of year	$ 7,811,274	$ 3,526,010
Supplemental disclosure of cash flow information:		
Income taxes paid	$ 2,000	$ 2,000
Interest paid	$ 218,062	$ 73,153
Supplemental disclosure of noncash investing and financing activities:		
Purchase of equipment with capital leases	$ -	$ 3,193,010

See accompanying notes to consolidated financial statements.

(1) Nature of Business

Eureka Stone Quarry, Inc. and Subsidiary (the Company) is a supplier of building materials, incorporated on January 24, 1955, under the by-laws of the Commonwealth of Pennsylvania. The Company mines sand and stone and manufactures concrete and asphalt paving materials. The Company sells primarily to general contractors and state and local governments throughout Pennsylvania and New Jersey.

(2) Summary of Significant Accounting Policies

Adopted Accounting Pronouncements

Retirement Benefits

In March 2017, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2017-07, *Compensation - Retirement Benefits,* which requires an employer who offers defined benefit and postretirement benefit plans to report the service cost component of the net periodic benefit cost in the same line item or items as other compensation cost arising from services rendered by employees during the period. The other components of net periodic benefit costs are required to be presented on a retrospective basis in the income statement separately from the service cost component and outside a subtotal of income from operations. ASU 2017-07 is effective for periods beginning after December 15, 2018. The Company adopted this pronouncement in the accompanying consolidated financial statements, and has retrospectively applied the pronouncement in the 2018 consolidated statement of operations and comprehensive loss. As a result, the Company's 2018 loss from operations was increased by $17,072.

Revenue Recognition

In May 2014, FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606), which updates the accounting guidance on revenue recognition. This standard is intended to provide a more robust framework for addressing revenue issues, improve comparability of revenue recognition practices, and improve disclosure requirements. The standard is effective for the Company's 2019 financial statements.

Effective January 1, 2019, the Company adopted FASB *Accounting Standards Codification* (ASC) 606 using the modified retrospective method. As a result, the Company applied ASC 606 only to contracts that were not completed as of December 31, 2018. There was no adjustment to opening retained earnings at January 1, 2019.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Principles of Consolidation

The consolidated financial statements include the financial statements of Eureka Stone Quarry, Inc. and its wholly-owned subsidiary, Contractor's Hauling Service, Inc. All significant intercompany balances and transactions have been eliminated in consolidation.

Revenue and Cost Recognition

The Company primarily sells crushed stone products that are picked up by or shipped to the customer directly from the quarry. The Company recognizes revenue at the point in time when control of the product is transferred to the customer, typically when the customer picks up the aggregate, or the aggregate is shipped. Revenues include sales of materials and services to customers, net of discounts or allowances, if any, and include freight and delivery costs billed to customers. Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue. Payment is typically due at point of sale or 30 days from the transaction date. The Company has elected to account for shipping and handling activities as fulfillment costs. There are no significant costs associated with obtaining customer contracts.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand; cash in banks and certain highly liquid investments with initial maturities of three months or less at the time of purchase.

Accounts Receivable, Trade

Accounts receivable arise in the normal course of business and are recorded based on revenue earned. Accounts are charged to the allowance for bad debts as they are deemed uncollectible based on a periodic review of the accounts. The Company performs ongoing credit evaluations of its customers and generally does not require collateral. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is provided. The Company does not have any significant financing components as payment is received at or shortly after billing.

Inventories

Inventories, consisting primarily of processed sand and stone, are valued at the lower of cost or net realizable value, with cost determined by the first-in, first-out method.

Continued...

(2) **Summary of Significant Accounting Policies, Continued**

Property, Plant and Equipment

Property, plant and equipment are recorded at cost. Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of the assets are capitalized. All assets which are fully depreciated have been removed from the accounts.

Depreciation of property, plant and equipment is computed using the straight-line and accelerated methods over the estimated useful lives of the various classes of assets, as follows:

	Years
Buildings	25-40
Trucks	3-8
Machinery and equipment	8
Passenger automobiles	3
Furniture and fixtures	3-5

Depreciation expense for the years ended December 31, 2019 and 2018 was $6,188,788 and $5,669,094, respectively.

Reclamation Costs

Reclamation costs are the costs that will be incurred by the Company to close the quarry after quarrying operations have ended. Because of the length of time that the quarries are expected to be in operation and based on current legal requirements and the current mining plan, management believes that the amount to be incurred at a future time is not material in relation to the consolidated financial statements as a whole.

Income Taxes

The Company has elected to be treated as a small business corporation (S corporation) for both federal and state income tax purposes. Accordingly, the Company is not a taxable entity and elements of income and expense flow through and are taxed to the stockholders on an individual basis. Therefore, the provision for corporate income taxes has been limited to a surtax on income imposed by the State of New Jersey.

Continued...

(2) **Summary of Significant Accounting Policies, Continued**

Income Taxes, Continued

FASB *Accounting Standards Codification* (ASC) 740, *Income Taxes*, is the authoritative pronouncement on accounting for and reporting income tax liabilities and expense. FASB ASC 740 prescribes a more-likely-than-not recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken. In addition, FASB ASC 740 provides guidance on derecognition, classification and disclosure. The Company is subject to routine tax examinations by federal and state tax authorities, but is no longer subject to tax examinations for tax years before 2016. Management has evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. It is difficult to predict the final timing and resolution of any particular uncertain tax position. Based on the Company's assessment of many factors, including past experience and judgments about future events, the Company does not currently anticipate significant changes in its uncertain tax positions over the next twelve months.

Comprehensive Income

Accounting principles generally require that recognized revenue, expense, gains and losses be included in net income. Certain changes in assets and liabilities, such as certain amounts recognized related to defined benefit pension and postretirement benefit plans (net actuarial gains and losses), are reported as a direct adjustment to the equity section of the consolidated balance sheets. Such items, along with net income or loss, are considered components of comprehensive income.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents and accounts receivable.

Continued...

(2) **Summary of Significant Accounting Policies, Continued**

Concentrations of Credit Risk, Continued

Cash and cash equivalents are maintained in various financial institutions and, at times, balances may exceed federally insured limits. The Company has never experienced any losses related to these balances.

Accounts receivable are dispersed among the Company's many customers. The Company performs ongoing credit evaluations of its customers' account performance and financial condition and does not generally require collateral.

Recent Accounting Pronouncement

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842) and subsequently issued related ASUs. ASU 2016-02 improves transparency and comparability among companies by requiring recognition of lease assets and lease liabilities on the balance sheet, except for leases with lease terms of 12 months or less. Lease assets represent the right to use the underlying asset for the lease term, and lease liabilities represent the liability to make lease payments. Companies are also required to disclose key information about leasing arrangements. ASU 2016-02 is effective for annual periods beginning after December 15, 2021, with early application permitted. The Company is currently evaluating the impact of the provisions of the ASU.

Subsequent Events

The Company has performed an evaluation of subsequent events through June 12, 2020, which is the date the consolidated financial statements were available to be issued.

(3) **Fair Value Measurements**

The Company follows FASB ASC 820, *Fair Value Measurements and Disclosures*, which establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America, and expands disclosure about fair value measurements. The standard requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

Continued...

(3) **Fair Value Measurements, Continued**

The asset fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

For the years ended December 31, 2019 and 2018, the application of valuation techniques applied to similar assets and liabilities has been consistent.

(4) **Long-Term Debt**

In November 2018, the Company entered into a term loan agreement with a bank for $5,965,913, which was used to pay the settlement of a pension partial withdrawal liability (Note 6). The loan bore interest at a fixed rate of 4.24% and was payable in monthly principal installments of $165,720 plus interest. The term loan was repaid in full during 2019.

(5) **Obligations under Capital Leases**

The Company leases equipment under leases that expire at various dates through September 2021, which are classified as capital leases for financial reporting purposes. An asset is recorded at the lower of the present value of the future minimum lease payments or the fair value of the assets. The lease obligation is collateralized by the underlying equipment.

The following is a summary of property and equipment held under the capital leases at December 31, 2019 and 2018:

	2019	2018
Equipment	$ 3,545,902	$ 3,545,902
Accumulated depreciation	(664,866)	(221,622)
	$ 2,881,036	$ 3,324,280

Continued...

(5) **Obligations under Capital Leases, Continued**

Future minimum lease payments under the capital leases as of December 31, 2019 are as follows:

Year Ending December 31,	Amount
2020	$1,131,084
2021	723,401
Total mimum lease payments	1,854,485
Amount representing interest	(62,480)
Present value of net minimum lease payments	$1,792,005

(6) **Employee Benefit Plans**

Pension Plan

The Company, in conjunction with a related entity, participates in a noncontributory defined benefit plan covering all nonunion employees. The plan's benefit is based upon years of service, and monthly and average monthly earnings (as defined). The Company's policy is to fund the plan annually in accordance with statutory and regulatory guidelines.

Effective January 1, 2012, management elected to freeze entry into the plan, while employees in the plan at that date continued to accrue additional benefits at reduced rates. Effective December 31, 2018, all future benefit accruals were frozen, and as a result, the projected benefit obligation was reduced to the accumulated benefit obligation and a curtailment gain of $327,151 was recognized in other comprehensive income for the year ended December 31, 2018.

Continued...

(6) **Employee Benefit Plans, Continued**

Pension Plan, Continued

Obligation and Funded Status

The following table sets forth the funded status of the plan as of December 31, 2019 and 2018 and other plan activity for the years then ended.

	2019	2018
Obligation and funded status at end of years:		
Fair value of plan assets	$19,475,951	$17,041,728
Projected benefit obligation	26,145,300	23,067,200
Funded status	$ (6,669,349)	$ (6,025,472)
Accumulated benefit obligation	$26,145,300	$23,067,200
Employers' contributions	$ 185,874	$ 250,929
Benefits paid	$ (1,044,717)	$ (1,015,222)

The Company recognized the following on its financial statements based on management's allocation of its participation in the plan:

	2019	2018
Amounts recognized on the balance sheets consist of:		
Accrued pension liability	$ 4,238,516	$3,823,741
Amounts recognized in accumulated other comprehensive loss consist of:		
Unrecognized net loss	$ 2,732,601	$2,400,852
Unrecognized prior service cost	(312,487)	(350,509)
Total recognized in accumulated other comprehensive loss	$ 2,420,114	$2,050,343

Continued...

(6) **Employee Benefit Plans, Continued**

Pension Plan, Continued

Obligation and Funded Status, Continued

Net periodic benefit cost	$ 45,004	$ 201,755
Other changes in plan assets and benefit obligations recognized in other comprehensive income (loss):		
Net gain	(449,852)	21,592
Gain from curtailment	-	327,151
Amortization of prior service cost	(38,021)	(38,022)
Amortization of net loss	118,102	136,250
Total other changes in plan assets and benefit obligations recognized in other comprehensive income	(369,771)	446,971
Total recognized in net periodic benefit cost and other comprehensive income	$ 414,775	$ (245,216)

The estimated net loss that will be amortized from accumulated other comprehensive loss into net periodic benefit cost in 2020 is $142,450.

Assumptions:

	2019	2018
Weighted-average assumptions used to determine benefit obligations at end of year:		
Discount rate	3.06%	4.10%
Rate of compensation increase	n/a	3.50%
Weighted-average assumptions used to determine net periodic benefit costs for the year:		
Discount rate	4.10%	3.48%
Expected long-term rate of return on plan assets	6.00%	6.00%
Rate of compensation increase	n/a	3.50%

The expected long-term rate of return on plan assets reflects the average rate of earnings expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. The selected rate considers the historical and expected future investment trends of the present and expected assets in the plan.

Continued...

(6) **Employee Benefit Plans, Continued**

Pension Plan, Continued

Plan Assets

Plan assets are invested in shares of registered investment companies and a cash account at December 31, 2019 and 2018. Investments are valued by the fund trustee based on quoted market prices and are considered to be a level 1 investment in accordance with the fair value measurements hierarchy.

	December 31, 2019			
	Total	Level 1	Level 2	Level 3
Registered investment companies	$18,857,921	$18,857,921	$ -	$ -

	December 31, 2018			
	Total	Level 1	Level 2	Level 3
Registered investment companies	$16,776,447	$16,776,447	$ -	$ -

The plan's weighted-average asset allocations, by asset category, are as follows at December 31:

	2019	2018
Debt securities	34 %	37 %
Equity securities	62 %	62 %
Cash and equivalent funds	4 %	1 %
	100 %	100 %

Continued...

(6) **Employee Benefit Plans, Continued**

Pension Plan, Continued

Plan Assets, Continued

The objective of the portfolio is to provide a total return commensurate with the portfolio's risk while complying with all applicable trust, fiduciary and due diligence requirements that experienced investment professionals would be expected to follow, and to comply with all applicable federal, state and local laws, rules and regulations. The target asset allocations for the plan's asset categories are expected to fall within the following percentage ranges:

Debt securities	25% to 50%
Equity securities	45% to 70%
Cash and equivalent funds	0% to 10%

Cash Flows

The Company made no contributions to the Plan in 2019. The Company contributed $86,208 to the plan in 2018.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid by the plan:

Year Ending December 31,	Amount
2020	$1,167,000
2021	$1,185,700
2022	$1,202,200
2023	$1,230,800
2024	$1,277,000
2025-2029	$6,595,000

Continued...

(6) Employee Benefit Plans, Continued

Pension Plan, Continued

Multi-Employer Pension Plans

The Company contributes to multi-employer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in the multiemployer plans are different from single-employer plans in the following aspects: (a) Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers. (b) If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.

If the Company chooses to stop participating in the multi-employer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability. The Company's participation in the plans for the annual periods ended December 31, 2019, is outlined in the table below. The 'EIN/Pension Plan Number' column provides the Employee Identification Number (EIN) and the three-digit plan number, if applicable. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2019 and 2018 is for the plan's year end at December 31, 2018 and December 31, 2017. The zone status is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded, and plans in the green zone are at least 80% funded. The 'FIP/RP Status Pending/Implemented' column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration date of the collective-bargaining agreement to which the plan is subject. There have been no significant changes, other than volume, that affect the comparability of 2019 and 2018 contributions.

Pension Fund	EIN/Pension Plan Number	Certified Pension Protection Act Zone Status as of December 31, 2019	2018	FIP/RB Status Pending/ Implemented	Contributions 2019	2018	Surcharge Imposed	Expiration Date of Collective Bargaining Agreement
Laborers' Local 57 Industrial Pension Plan of Philadelphia, PA	23-1627410	Green - 7/1/2019	Green - 7/1/2018	No	$ 292,450	$ 256,404	No	6/30/2020
Laborers Local Union No. 158 Pension Fund	23-6580323	Green - 1/1/2019	Green - 1/1/2018	No	$ 321,500	$ 351,318	No	4/30/2025

Continued...

(6) Employee Benefit Plans, Continued

Pension Plan, Continued

Multi-Employer Pension Plans, Continued

Pension Fund	EIN/Pension Plan Number	Certified Pension Protection Act Zone Status as of December 31, 2019	2018	FIP/RB Status Pending/ Implemented	Contributions 2019	2018	Surcharge Imposed	Expiration Date of Collective Bargaining Agreement
Teamsters Pension Trust Fund of Philadelphia & Vicinity	23-1511735	Yellow - 1/1/2019	Yellow - 1/1/2018	Implemented	$ 57,476	$ 51,898	No	4/30/2022
Central Pennsylvania Teamsters Defined Benefit Plan	23-6262789	Green - 1/1/2019	Green - 1/1/2018	No	$ 4,262	$ 10,749	No	4/30/2022
LIUNA National (Industrial) Pension Fund	52-6074345	Yellow - 1/1/2019	Yellow - 1/1/2018	Implemented	$ 25,331	$ 22,253	No	3/31/2021
Central Pension Fund of the IUOE and Participating Employers	36-6052390	Green - 2/1/2019	Green - 2/1/2018	No	$ 62,387	$ 71,421	No	7/24/2024

During 2017 and 2018, the Company received two partial withdrawal liability assessments from the Teamsters Pension Trust Fund of Philadelphia and Vicinity (Pension Fund) based upon an alleged 70 percent decline of its annual contribution base during the three year periods 2012 to 2014 and 2013 to 2015. The Company submitted to the Pension Fund a request for review based on the application of the labor dispute exemption under ERISA. Upon review, and after making required periodic payments during 2017 and 2018, the Company agreed to a final settlement of the assessments of $5,965,913, which was paid to the Pension Fund in November 2018. The settlement amount was funded by a term loan (Note 4) and was included in selling, general and administrative expenses in the accompanying consolidated statements of operations and comprehensive income for year ended December 31, 2018.

401(k) Plan

The Company, in conjunction with a related party, sponsors a defined contribution 401(k) plan covering all full-time employees of the Company, except for employees whose employment is governed by a collective bargaining agreement. Participants may contribute up to the maximum percentage allowed by law. The Company may make a discretionary matching contribution as well as contribute additional profit sharing amounts as determined by the Board of Directors.

(7) Collective Bargaining Agreements

The Company is subject to the terms of various union agreements. These union agreements mandate wage rates, working hours, working conditions and other related policies and procedures for covered employees. The agreements expire at various times through July 2024.

(8) Contingent Liabilities

The Company is involved in various legal proceedings and litigation arising in the ordinary course of business. In the opinion of management, the outcome of such proceedings and litigation will not have a material adverse effect on the Company's financial position.

(9) Common Stock

Common stock consists of the following as of December 31:

	2019	2018
Class A common, voting, par value $1 per share; authorized 100,000 shares, issued and outstanding 48,450 shares.	$ 48,450	$ 48,450
Class B common, non-voting, par value $1 per share; authorized 300,000 shares, issued and outstanding 268,980 shares.	268,980	268,980
	$317,430	$317,430

(10) Related Party Transactions

During the years ended December 31, 2019 and 2018, the Company sold materials to and purchased materials and services from an affiliated corporation controlled by the principal stockholder of the Company. In addition, the Company reimbursed certain costs which the affiliate originally paid. Certain transactions between the Company and the affiliated corporation are not always on terms equivalent to those that prevail in arm's-length transactions. Related party transactions between the Company and this affiliate for the years ended December 31, are summarized as follows:

	2019	2018
Raw material purchases	$1,512,970	$ 1,904,344
Sales of material	$28,181,090	$ 24,682,411
Plant rental expense	$219,781	$ 155,030
Reimbursable costs	$2,693,928	$ 3,333,770

(11) Subsequent Events

COVID-19

In December 2019, a novel strain of coronavirus disease ("COVID-19") was first reported in Wuhan, China. Less than four months later, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic. The extent of COVID-19's effect on the Company's operational and financial performance will depend on future developments, including the duration, spread and intensity of the pandemic, all of which are uncertain and difficult considering the rapidly evolving landscape. As the pandemic continues to evolve into a worldwide health crisis, the disease could have an adverse effect on the Company's activities, results of operations, financial condition, and cash flows.

CARES Act and Paycheck Protection Program

In April 2020, the Company applied for, was approved for and received disbursement of a loan in the amount of approximately $4.6 million from its primary lender pursuant to the Paycheck Protection Program (PPP) administered by the United States Small Business Administration and authorized by the Keeping American Workers Employed and Paid Act, which is part of the Coronavirus Aid, Relief, and Economic Security Act, enacted on March 27, 2020. There can be no assurance that any portion of the loan will be forgiven pursuant to the terms of the PPP and the Company may be responsible for repayment of the entire principal balance in equal monthly installments, plus interest accruing at an annual rate of 1%, over a period ranging from one to five years, as agreed to by the lender.

SUPPLEMENTARY INFORMATION

Schedule I

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Balance Sheet - By Division
December 31, 2019

	Quarry Division	Concrete Division	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 6,083,629	$ 1,727,645	$ 7,811,274
Accounts receivable:			
Trade	2,841,413	7,752,049	10,593,462
Affiliate	15,393,287	-	15,393,287
Inventories	2,930,097	581,029	3,511,126
Advance, interdivision	(3,801,890)	3,801,890	-
Prepaid taxes and expenses	179,375	41,503	220,878
Total current assets	23,625,911	13,904,116	37,530,027
Property, plant and equipment:			
Land	2,634,964	701,522	3,336,486
Quarry stone reserves	3,713,653	2,173,652	5,887,305
Buildings	997,056	888,263	1,885,319
Machinery and equipment	37,299,777	8,050,565	45,350,342
Furniture and fixtures	6,249	86,628	92,877
Automobiles and trucks	2,142,711	9,833,473	11,976,184
Construction-in-progress	-	10,500	10,500
	46,794,410	21,744,603	68,539,013
Accumulated depreciation and depletion	(25,430,372)	(10,042,993)	(35,473,365)
Property, plant and equipment, net	21,364,038	11,701,610	33,065,648
Other assets	-	17,150	17,150
	$ 44,989,949	$ 25,622,876	$ 70,612,825
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Accounts payable:			
Trade	$ 2,442,136	$ 1,993,720	$ 4,435,856
Affiliate	-	4,298,134	4,298,134
Current portion of capital lease obligations	-	1,079,107	1,079,107
Accrued expenses and taxes	570,481	326,285	896,766
Total current liabilities	3,012,617	7,697,246	10,709,863
Capital lease obligations, less current portion	-	712,898	712,898
Accrued pension liability	4,238,516	-	4,238,516
	7,251,133	8,410,144	15,661,277
Stockholders' equity:			
Common stock	317,430	-	317,430
Additional paid-in capital	2,052,107	-	2,052,107
Retained earnings	37,789,393	17,212,732	55,002,125
Accumulated other comprehensive loss	(2,420,114)	-	(2,420,114)
	37,738,816	17,212,732	54,951,548
	$ 44,989,949	$ 25,622,876	$ 70,612,825

Schedule II

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Statement of Operations and Retained Earnings - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Eliminations	Total
Sales	$ 69,626,692	$ 44,225,996	$ (8,717,689)	$ 105,134,999
Cost of sales	58,823,877	38,957,862	(8,717,689)	89,064,050
Gross profit from operations	10,802,815	5,268,134	-	16,070,949
Selling, general and administrative expenses	2,558,170	4,912,205	-	7,470,375
Income from operations	8,244,645	355,929	-	8,600,574
Other income, net	7,582,948	286,418	-	7,869,366
Income before income tax	15,827,593	642,347	-	16,469,940
State income tax	-	2,000	-	2,000
Net income	15,827,593	640,347	-	16,467,940
Retained earnings:				
Beginning of year	21,321,453	17,212,732	-	38,534,185
Interdivision transfer	640,347	(640,347)	-	-
End of year	$ 37,789,393	$ 17,212,732	$ -	$ 55,002,125

Schedule III

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Statement of Cash Flows - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Total
Cash flows from operating activities:			
Net income	$ 15,827,593	$ 640,347	$ 16,467,940
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	4,119,902	2,068,886	6,188,788
Gain on sale of property and equipment	(7,353,135)	(239,820)	(7,592,955)
Bad debt expense	-	22,256	22,256
(Increase) decrease in assets:			
Accounts receivable:			
Trade	485,367	(499,886)	(14,519)
Affiliate	(10,513,710)	-	(10,513,710)
Inventories	54,728	190,960	245,688
Advances, interdivision	(1,780,096)	1,780,096	-
Prepaid taxes and expenses	11,746	1,068	12,814
Increase (decrease) in liabilities:			
Accounts payable:			
Trade	790,558	(1,906,430)	(1,115,872)
Affiliate	-	3,654,786	3,654,786
Accrued expenses and taxes	(170,643)	137,550	(33,093)
Accrued pension liability	45,005	-	45,005
Net cash provided by operating activities	1,517,315	5,849,813	7,367,128
Cash flows from investing activities:			
Purchases of property and equipment	(4,940,781)	(1,429,017)	(6,369,798)
Proceeds from sale of property and equipment	7,859,886	239,820	8,099,706
Net cash provided by (used in) investing activities	2,919,105	(1,189,197)	1,729,908
Cash flows from financing activities:			
Repayment of long-term debt	-	(3,774,808)	(3,774,808)
Repayments of capital lease obligations	-	(1,036,964)	(1,036,964)
Net cash used in financing activities	-	(4,811,772)	(4,811,772)
Net increase (decrease) in cash and cash equivalents	4,436,420	(151,156)	4,285,264
Cash and cash equivalents:			
Beginning of year	1,647,209	1,878,801	3,526,010
End of year	$ 6,083,629	$ 1,727,645	$ 7,811,274
Supplemental disclosure of cash flow information:			
Income taxes paid	$ -	$ 2,000	$ 2,000
Interest paid	$ -	$ 218,062	$ 218,062
Supplemental schedule of noncash transactions:			
Interdivision transfer of equity	$ 640,347	$ (640,347)	$ -

Schedule IV

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Cost of Sales - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Total
Inventories, beginning of year	$ 2,984,825	$ 771,989	$ 3,756,814
Purchases	21,928,244	18,806,279	40,734,523
Manufacturing costs:			
Salaries and wages	8,083,758	7,788,910	15,872,668
Payroll taxes	885,617	788,319	1,673,936
Blasting	1,343,763	-	1,343,763
Diesel fuel	2,858,993	1,913,018	4,772,011
Insurance	1,933,732	1,540,149	3,473,881
Maintenance contract	530,000	-	530,000
Miscellaneous	675,298	933,717	1,609,015
Heating oil	-	205,894	205,894
Electric	1,321,920	372,768	1,694,688
Repairs	7,259,976	2,168,478	9,428,454
Tires	249,339	227,922	477,261
Welding	527,769	-	527,769
Rental of facilities	-	215,880	215,880
Certification and inspection	-	2,838	2,838
Licenses	45,355	308,209	353,564
Depreciation	4,119,902	2,068,886	6,188,788
Welfare and pension funds	1,988,805	1,425,635	3,414,440
Hauling	5,016,678	-	5,016,678
Total manufacturing costs	36,840,905	19,960,623	56,801,528
	61,753,974	39,538,891	101,292,865
Inventories, end of year	2,930,097	581,029	3,511,126
Cost of sales, gross	$ 58,823,877	$ 38,957,862	97,781,739
Interdivisional sales			(8,717,689)
Cost of sales, net			$ 89,064,050

Schedule V

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Selling, General and Administrative Expenses and Other Income - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Total
Selling, general and administrative expenses:			
Officers' salaries	$ 175,020	$ 185,983	$ 361,003
Office salaries and wages	603,165	469,369	1,072,534
Advertising	-	43,249	43,249
Bank fees	-	67,462	67,462
Bad debt expense	-	22,256	22,256
Computer expenses	80,817	124,332	205,149
Consultants' fees	72,807	-	72,807
Contributions	700	8,000	8,700
Dues and subscriptions	1,500	18,954	20,454
Tolls	-	125,554	125,554
Legal and accounting	153,781	2,507,919	2,661,700
Retirement costs	391,995	417,826	809,821
Postage	12,131	11,175	23,306
Sales expense	17,159	63,038	80,197
Stationary and supplies	23,422	94,340	117,762
Taxes:			
Real estate	906,351	596,317	1,502,668
State and local	(4,310)	7,172	2,862
Telephone	123,632	149,259	272,891
	$ 2,558,170	$ 4,912,205	$ 7,470,375
Other income (expense):			
Interest expense	$ -	$ (218,062)	$ (218,062)
Net periodic benefit cost	(45,004)	-	(45,004)
Bank fees	(134,735)	341	(134,394)
Miscellaneous	211,653	60,646	272,299
Rental income	214,212	155,812	370,024
Service charges, net	(16,313)	47,861	31,548
Gain on sale of property and equipment	7,353,135	239,820	7,592,955
	$ 7,582,948	$ 286,418	$ 7,869,366

NON-COLLUSION AFFIDAIT

FOR THE TOWNSHIP OF ABINGTON

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF Montgomery :

I, James D. Morrissey, III, of JDM Materials Company
(Name of Contractor)

in the County of Montgomery and the State of Pennsylvania
of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of JDM Materials Company
The Bidder making the Proposal for the aforementioned project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

JDM Materials Company (Name of Bidder)

(Signature & Title)
James D. Morrissey, III, Vice President

Attest:

R. Scott Barcusky, Treasurer
(Print or Type Name & Title)

Sworn to and subscribed before me this 17th day of March 2021

Marie A Bergstrom
Notary Public

My Commission Expires 11/22/2024 20____.

Commonwealth of Pennsylvania - Notary Seal
MARIE A. BERGSTROM , Notary Public
Philadelphia County
My Commission Expires November 22, 2024
Commission Number 1010753

INSTRUCTIONS TO BIDDERS

Article 1 - Definitions

1.1 The term "Owner" means the Township of Abington.

1.2 The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a Sub-Bidder, who submits a bid to the Bidder.

1.3 The term "Successful Bidder" means the lowest, qualified responsible and responsive Bidder to whom the Owner (on the basis of Owner's Evaluation as hereinafter provided) makes an award.

1.4 The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, and the Bid Proposal (including all addenda issued prior to receipt of bids).

1.5 The term "Work" means the supply of goods and services as set forth in Article 4 of Bid Proposal.

1.6 Terms used in these Instructions to Bidders which are defined in the General Conditions attached hereto have the meanings assigned to them in the General conditions.

Article 2 – Copies of Bidding Documents

2.1 Complete sets of Bidding Documents may, as stated in the Notice to Bidders, be obtained electronically and free of charge on PennBid.

2.2 Complete sets of Bidding documents must be used in preparing Bids; neither Owner nor Public Works Department of Abington Township assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner in making copies of Bidding Documents available on the above terms does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

Article 3 – Qualifications of Bidders

3.1 To demonstrate qualifications to perform the Work, each bidder must submit with its Bid, written evidence as called for below:

3.1.1 An Experience Record containing a list of five (5) recent projects similar in nature and magnitude presently active or completed by the Bidder.

3.1.2 A Financial Balance Statement listing assets and liabilities and an operating statement for the most recent fiscal year, but no earlier than the fiscal year ending 2019.

3.1.3 An Executed Non-Collusion Affidavit properly completed, signed and sealed by a licensed Notary Public.

3.1.4 Proof of Workers Compensation Insurance.

Article 4 – Examination of Bidding Documents

4.1 It is the responsibility of each Bidder submitting a Bid to:

4.1.1 Examine the Bidding Documents thoroughly.

4.1.2 Consider Federal, State and Local taxes and regulations that may affect cost, progress, performance or furnishing the work.

4.1.3 Study and carefully correlate Bidder's observations with Bidding Documents.

4.1.4 Notify the Department of Public Works of Abington Township through the Director of Public Works of all conflicts, errors, or discrepancies in the Bidding Documents.

4.2 The submission of a Bid will constitute incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 5 – Interpretations and Addenda

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Department of Public Works, Abington Township through the Highway Superintendent of Public Works. Interpretation or clarification considered necessary to the department of Public Works of Abington Township in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by the Public Works Department of Abington Township as having received Bidding Documents. Questions received less than ten (10) days prior to the date of the opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Each Bidder shall acknowledge any Addenda in writing as part of the Bid Proposal

Article 6 – Bid Security

6.1 Each Bid must be accompanied by Bid Security made payable to Owner in an amount of ten (10%) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety authorized to conduct business in the Commonwealth of Pennsylvania.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days of the Notice of Award, the Bid Security will be forfeited. The Bid Security submitted by any Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner for a period of sixty (60) days from the date of bid opening.

Article 7 – Contract Time

7.1 The number of days within which, or the dates by which the Work is to be delivered to the Owner and ready for Owner's acceptance of delivery is set forth in the Bid Proposal.

A. When the Bidder is bidding on Road and other Materials, the length of the Contract shall run one (1) calendar year starting from the date the Owner executes the Contract.

Article 8 – Substitute or "OR Equal" Term

The Contract, if awarded will be on the basis of parts, materials, equipment, labor and services specified in Article IV of the Bid Proposal without consideration of possible substitutes of "Or Equal" terms.

Article 9 – Subcontractors, Suppliers and Others

9.1 Each Bid must be accompanied by a written identification of all Subcontractors and Suppliers which the Bidder intends to utilize.

9.2 The Bidder shall be required to obtain Owner's written consent prior to substituting alternate Subcontractors or Suppliers.

9.3 The Bidder may not Subcontract other portions of the Work without Owner's written consent.

9.4 The Bidder may be required to provide an appropriate reduction in contract price to Owner, where applicable, for substitutions of Subcontractors or Suppliers

9.5 No Bidder shall be required to employ any Subcontractor, Supplier, or other person or organization against whom the Bidder has reasonable objection.

Article 10 – Bid Proposal

10.1 The Bid Proposal is included with the Bidding Documents; additional copies may be obtained electronically and at no cost on PennBid.

10.2 All blanks on the Bid Proposal must be completed in ink or typed.

10.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signatures.

10.6 The bid shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on the Bid Proposal).

10.7 The address and telephone number for communications regarding the Bid must be shown.

10.8 Bids must be priced on a lump sum basis for the base contract and include a separate price for each part described in the Bid Specifications as provided for in the Bid Proposal.

10.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

Article 11 – Submission of Bids

11.1 Bids shall be submitted to PennBid at the time and place in the Notice to Bidders.

11.1 Prospective Bidders are expected to submit with their Bid Proposal one copy of the Bid Bond, a Non-Collusion Affidavit, Financial Statement, Experience Record with List of Subcontractors, Suppliers and Others. The Bidding Documents may be retained by the Bidder.

Article 12 – Modifications and Withdrawal of Bids

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 Bids may be withdrawn after bid opening only as set forth in PA Act 4 Pennsylvania Public Contract Bid Withdrawal Law, 72 P.S. § 1601 *et seq.* (Act 4 of 1974), as amended from time to time. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents or supplying any material/labor or performing any work to any person to whom a contract for this work is awarded.

Article 13 – Opening of Bids

13.1 Bids will be opened and displayed publicly as listed in the Notice to Bidders.

Article 14 – Acceptance of Bids

14.1 All Bids will remain subject to acceptance for sixty (60) days after the day of Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

Article 15 – Award of Contract

15.1.1 Owner reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, unbalanced or unconditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit of process will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15-2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the Bid Proposal.

15.3 Owner may consider the qualifications and experience of Subcontractors and Supplies proposed for those portions of the Work as to which the identity of the Subcontractors and Suppliers must be submitted.

15.4 Owner may conduct such investigation as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors and Suppliers to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.

15.5 If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award still be in the best interests of the Township of Abington.

15.6 If the contract is to be awarded Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

Article 16 – Contract Security

16.1 When the Successful Bidder delivers the contract to the Owner, it must be accompanied by the required performance bond. Each Bid Proposal shall be accompanied by a consent of surety from an approved surety company that is authorized to conduct business in the Commonwealth of Pennsylvania, and such letter shall state that the surety bond and any bond that is made a condition of the awarding of this contract and anywhere in this proposal will be provided.

Article 17 – Signing of Contract

17.1 When Owner gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract. Within Five (5) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract to Owner with the required Performance Bond. Within thirty (30) days thereafter Owner shall deliver one fully signed Counterpart to Successful Bidder.

Article 18 – Sales and Use Taxes

18.1 The Township is exempt from Federal tax and Pennsylvania State, Sales and Use taxes on all goods and services it purchases. Said taxes shall not be included in the Contract price.

Article 19 - Right To Know Law

19.1 The Pennsylvania Right-to-Know-Law provides for the access to public records to legal residents of the United States. If you submit a bid, please be aware that under the Right-to-Know-Law all bidding documents will be subject to disclosure upon request. If you are the successful bidder, documents in your possession which directly relate to the governmental function of Abington Township and are not otherwise exempt under the Right-to-Know-Law may be considered a public record and may be subject to disclosure.

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY, PENNSYLVANIA

BID PROPOSAL

Project Identifications:

Proposal of: JDM Materials Company
(Name)
851 County Line Road, Huntingdon Valley, PA 19006-1198
(Address)

an individual, partnership, corporation registered in the State of Pennsylvania
(delete titles not applicable above) for furnishing all parts, materials, labor and services for the Engineered Retaining Wall System Material Bid, as specified in Article 4 herein for the Township of Abington, Montgomery County, Pennsylvania.

TO: Township of Abington
1176 Old York Road
Abington, PA 19001

Attention: Michael A. Jones, Superintendent
Public Works Department

Article I: Pursuant to, and in compliance with your instructions, Bidders for the furnishing of all parts, material, equipment, labor and services for "ENGINEERED RETAINING WALL SYSTEM MATERIALS BID" had having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders and Bid Proposal and all other documents bound therewith together with all addenda thereto the materials, equipment, labor, and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all addenda issued by the Owner prior to the date of opening of Bids whether received by undersigned or not, for the lump sum price as outlined in the space provided below.

Article II Bidder accepts all terms and conditions of Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for sixty (60) days after the date of the Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within ten (10) days after the date of the Owner's Notice of Award.

Article III: In submitting the Bid, Bidder represents that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged).

Date	Number
No Addendums	

B. Bidder has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and laws and regulations that in any manner may affect cost or performance.

C. Bidder has correlated the results of all observations, examinations, investigations, explorations tests, reports and studies with the terms and conditions of the Bidding Documents.

D. Bidder has given the Department of Public Works Highway Superintendent, written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents.

E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder.

ARTICLE IV: The Bidder proposes and agrees to supply to the Township of Abington the following specified items all of which shall be for the prices set forth on township provided BID FORM.

ENGINEERED RETAINING WALL SYSTEM MATERIALS BID

Commissioners of Abington Township
1176 Old York Road
Abington PA 19001

To Whom it May Concern:

The undersigned herewith submits bids for furnishing Engineered Retaining Wall System Materials as specified in this proposal. Quantities may be less or exceed the stated amount at the Township's discretion.

NAME OF VENDOR J.D.M. Materials Company

ADDRESS OF VENDOR 851 County Line Road, Huntingdon Valley, PA 19006-1198

BID ITEMS

41" Base Sections $107.75 unit price per each

41" Riser Sections $107.75 unit price per each

41" Top Sections $105.50 unit price per each

41" Half Sections $54.00 unit price per each

28" Base Sections $105.50 unit price per each

28" Riser Sections $105.50 unit price per each

28" Top Sections $103.50 unit price per each

28" Half Sections $53.00 unit price per each

*Delivery charge to location within Abington Township @ $400.00 per truck load.

Precast Modular Block Retaining Wall

General Specifications:

1. Furnishing materials required for the design and construction of a precast concrete modular block retaining wall with or without geosynthetic reinforcement. Precast modular block retaining wall blocks shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds (450 kg) per unit.
2. The work shall consist of furnishing materials plus delivery to a site within Abington Township of a precast modular block retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design and dimensions shown in the project site plans.
3. Bid Items shall include manufacturing and separate delivery fee to work site within Abington Township.
4. All blocks will have a 6 square foot (+/-) textured face and include bases, risers, top landscape blocks as well a half block totaling 3 square foot (+/-) textured face.

Materials:

A. All units shall be wet cast precast modular retaining wall units conforming with ASTM C1776.
B. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years or the total time the manufacturer has been licensed, whichever is less.
C. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the properties as shown in the following table.

Concrete Mix Properties

Freeze Thaw Exposure Class[1]	Minimum 28-Day Compressive Strength[2]	Maximum Water Cement Ratio	Nominal Maximum Aggregate Size	Aggregate Class Designation[3]	Air Content[4]
Moderate	4,000 psi (27.6 MPa)	0.45	1 inch (25 mm)	3M	4.5% +/- 1.5%
Severe	4,000 psi (27.6 MPa)	0.45	1 inch (25 mm)	3S	6.0% +/- 1.5%
Very Severe	4,500 psi (30.0 MPa)	0.40	1 inch (25 mm)	4S	6.0% +/- 1.5%
Maximum Water-Soluble Chloride Ion (Cl^-) Content in Concrete, Percent by Weight of Cement[5,6]					0.15
Maximum Chloride as Cl^- Concentration in Mixing Water, Parts Per Million					1000
Maximum Percentage of Total Cementitious Materials By Weight [7,9] (Very Severe Exposure Class Only):					
Fly Ash or Other Pozzolans Conforming to ASTM C618					25
Slag Conforming to ASTM C989					50
Silica Fume Conforming to ASTM C1240					10
Total of Fly Ash or Other Pozzolans, Slag, and Silica Fume[8]					50
Total of Fly Ash or Other Pozzolans and Silica Fume[8]					35
Alkali-Aggregate Reactivity Mitigation per ACI 201					
Slump (Conventional Concrete) per ASTM C143[10]				5 inches +/- 1½ inches (125 mm +/- 40 mm)	
Slump Flow (Self-Consolidating Concrete) per ASTM C1611				18 inches – 32 inches (450 mm – 800 mm)	

[1]Exposure class is as described in ACI 318. "Moderate" describes concrete that is exposed to freezing and thawing cycles and occasional exposure to moisture. "Severe" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture. "Very Severe" describes concrete that is exposed to freezing and thawing cycles and in continuous contact with moisture and exposed to deicing chemicals. Exposure class should be specified by owner/purchaser prior to order placement.

[2]Test method ASTM C39.

[3]Defined in ASTM C33 Table 3 *Limits for Deleterious Substances and Physical Property Requirements of Coarse Aggregates for Concrete.*

[4]Test method ASTM C231.

[5]Test method ASTM C1218 at age between 28 and 42 days.

[6]Where used in high sulfate environments or where alkali-silica reactivity is an issue, water soluble chloride shall be limited to no more than trace amounts (from impurities in concrete-making components, not intended constituents.)

[7]The total cementitious material also includes ASTM C150, C595, C845, C1157 cement. The maximum percentages shall include:

(a) Fly ash or other pozzolans in type IP, blended cement, ASTM C595, or ASTM C1157.
(b) Slag used in the manufacture of an IS blended cement, ASTM C595, or ASTM C1157.
(c) Silica fume, ASTM C1240, present in a blended cement.

[8]Fly ash or other pozzolans and silica fume shall constitute no more than 25 and 10 percent, respectively, of the total weight of the cementitious materials.

[9]Prescriptive limits shown may be waived for concrete mixes that demonstrate excellent freeze/thaw durability in a detailed and current testing program.

[10]Slump may be increased by a high-range water-reducing admixture.

D. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown.

Block Type	Dimension	Nominal Value	Tolerance
28" (710 mm) Block	Height	18" (457 mm)	+/- 3/16" (5 mm)
	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	28" (710 mm)	+/- 1/2" (13 mm)
41" (1030 mm) Block	Height	18" (457 mm)	+/- 3/16" (5 mm)
	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	40-1/2" (1030 mm)	+/- 1/2" (13 mm)
60" (1520 mm) Block	Height	18" (457 mm)	+/- 3/16" (5 mm)
	Length	46-1/8" (1172 mm)	+/- 1/2" (13 mm)
	Width*	60" (1520 mm)	+/- 1/2" (13 mm)

* Block tolerance measurements shall exclude variable face texture

E. Individual block units shall have a nominal height of 18 inches (457 mm).

F. With the exception of half-block units, corner units and other special application units, the precast modular block units shall have two (2), circular dome shear knobs that are 10 inches (254 mm), 7.5 inches (190 mm), or 6.75 inches (171 mm) in diameter and 4 inches (102 mm) or 2 inches (51 mm) in height. The shear knobs shall fully index into a continuous semi-cylindrical shear channel in the bottom of the block course above. ThePeak interlock shear between any two (2) vertically stacked precast modular block units, with 10 inch (254 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 6,500 lb/ft (95 kN/m) at a minimum normal load of 500 lb/ft (7kN/m). as well as an ultimate peak interface shear capacity in excess of 11,000 lb/ft (160 kN/m). The peak interlock shear between any two (2) vertically stacked precast modular block units, with 7.5 inch (190 mm) or 6.75 inch (171 mm) diameter shear knobs, measured in accordance with ASTM D6916 shall exceed 1,850 lb/ft (27 kN/m) at a minimum normal load of 500 lb/ft (7kN/m) as well as an ultimate peak interface shear capacity in excess of 10,000 lb/ft (146 kN/m).Test specimen blocks tested under ASTM D6916 shall be actual, full-scale production blocks of known compressive strength. The interface shear capacity reported shall be corrected for a 4,000 psi (27.6 MPa) concrete compressive strength. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.

G. The 28" (710 mm) and 41" (1030 mm) precast modular block units shall be cast with a 13" (330 mm) wide, continuous vertical core slot that will permit the insertion of a 12" (305 mm) inch wide strip of geogrid reinforcement to pass completely through the block. When installed in this manner, the geogrid reinforcement shall form a non-normal load dependent, posltive connection between the block unit and the reinforcement strip. The use of steel for the purposes of creating the geogrid to block connection is not acceptable.

H. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 ft 6 in (4.42 m).

I. The precast modular block units shall be manufactured with an integrally cast shear knobs that establishes a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal set-back facing batter options listed below:

Horizontal Set-Back/Blk. Course	Max. Facing Batter
3/8" (10 mm)	1.2°

1-5/8" (41 mm)	5.2°
9-3/8" (238 mm)	27.5°
16-5/8" (422 mm)	42.7°

The precast modular block units shall be furnished with the required shear knobs that provide the facing batter required in the construction shop drawings.

J. The precast modular block unit face texture shall be selected by the owner from the available range of textures available from the precast modular block manufacturer. Each textured block facing unit shall be a minimum of 5.76 square feet (0.54 square meters) with a unique texture pattern that repeats with a maximum frequency of once in any 15 square feet (1.4 square meters) of wall face.

K. The block color shall be selected by the owner from the available range of colors available from the precast modular block manufacturer.

L. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impair the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. Chips smaller than 1.5" (38 mm) in its largest dimension and cracks not wider than 0.012" (0.3 mm) and not longer than 25% of the nominal height of the PMB unit shall be permitted. PMB units with bug holes in the exposed architectural face smaller than 0.75" (19 mm) in its largest dimension shall be permitted. Bug holes, water marks, and color variation on non-architectural faces are acceptable. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.

M. Preapproved Manufacturers.
Manufacturers of Redi-Rock Retaining Wall Systems as licensed by Redi-Rock International, LLC, 05481 US 31 South, Charlevoix, MI 49720 USA; telephone (866) 222-8400; website www.redi-rock.com.

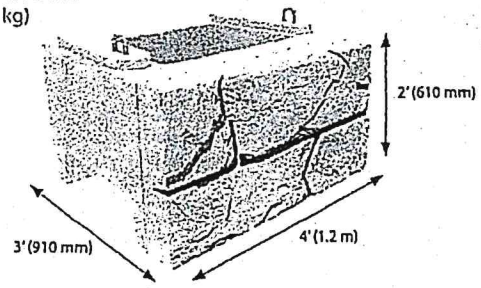
N. Substitutions. Technical information demonstrating conformance with the requirements of this specification for an alternative precast modular block retaining wall system must be submitted for preapproval at least 14 calendar days prior to the bid date. Acceptable alternative PMB retaining wall systems, otherwise found to be in conformance with this specification, shall be approved in writing by the owner 7 days prior to the bid date. The Owner's Representative reserves the right to provide no response to submissions made out of the time requirements of this section or to submissions of block retaining wall systems that are determined to be unacceptable to the owner.

O. Value Engineering Alternatives. The owner may evaluate and accept systems that meet the requirements of this specification

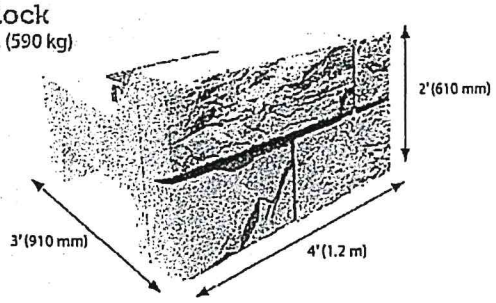
Example - ONLY
Verti-Block Units OR Equal

Verti-Block is available in a range of shapes to accommodate all your landscape design needs

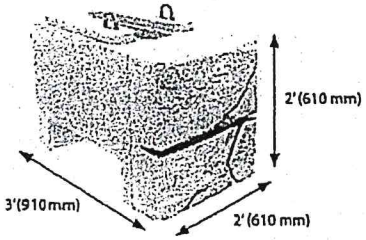
Standard Block
1,755 lbs. (790 kg)



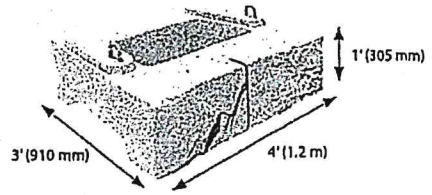
Top Block
1,308 lbs. (590 kg)



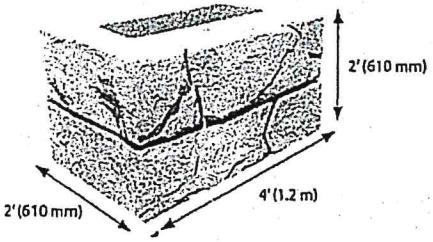
Half Block
1,066 lbs. (480 kg)



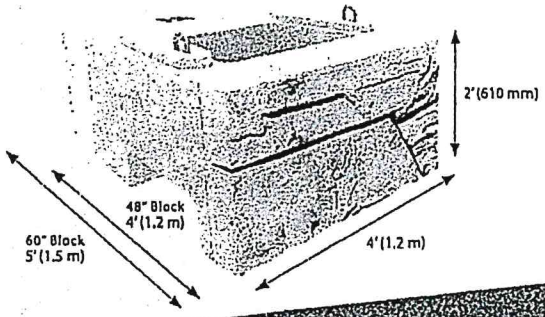
Half Step Block
973 lbs. (440 kg)



Corner Block
1,596 lbs. (720 kg)



Mass Extender
48" Block 2,674 lbs. (1,210 kg)
60" Block 3,509 lbs. (1,590 kg)



Verti-Block Units

Recognized worldwide for outstanding aesthetics and a patented system that produces top-quality construction materials, Verti-Block continues to help contractors, developers, and property owners with smart precast solutions.

M&W Precast is your local, licensed Verti-Block manufacturer. Please contact us for a quote or additional information on your next retaining wall project.

 Example - ONLY

Redi-Rock 41" (1030 mm) Retaining Blocks or equal

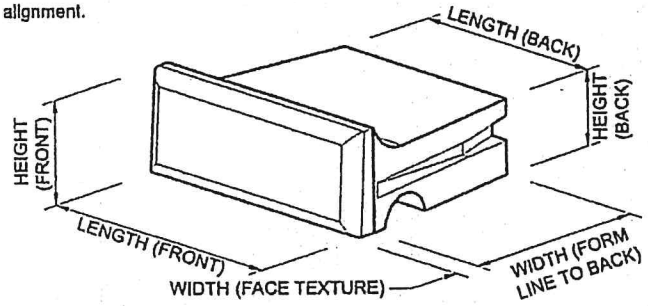
DESIGN PROPERTIES

HORIZONTAL SETBACK / WALL FACE BATTER OPTIONS		BLOCK TO BLOCK INTERFACE SHEAR [13]
10 inch (254 mm) KNOB	1 5/8 inch (41 mm) PER BLOCK COURSE (5.2° BATTER)	V = 6,061 + N tan 44° ≤ 11,276 lb/ft (88.4 + N tan 44° ≤ 164.5 kN/m)
7 1/2 inch (190 mm) KNOB	3/8 inch (10 mm) PER BLOCK COURSE (1.2° BATTER)	V = 1,178 + N tan 54° ≤ 10,970 lb/ft (17.2 + N tan 54° ≤ 160.1 kN/m)
6 3/4 inch (171 mm) KNOB	NO SETBACK (NO BATTER) [12]	V = 1,178 + N tan 54° ≤ 10,970 lb/ft (17.2 + N tan 54° ≤ 160.1 kN/m)

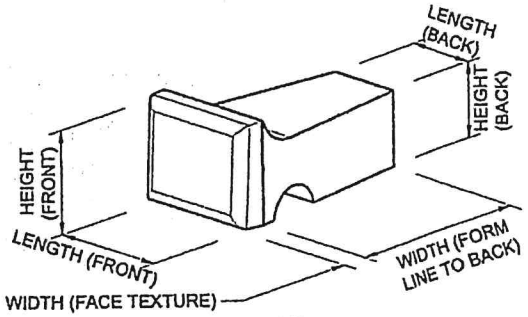
INFILLED UNIT WEIGHT FOR WALL STABILITY CALCULATIONS [14]	
LIMESTONE / COBBLESTONE BLOCKS	130 lb/ft^3 (2082 kg/m^3)
LEDGESTONE BLOCKS	126 lb/ft^3 (2018 kg/m^3)

MINIMUM CONSTRUCTION RADIUS [15]	
CONCAVE CURVE	14 ft 6 in (4.42 m)
CONVEX CURVE	14 ft 6 in (4.42 m)

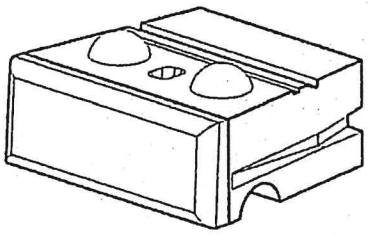
[12] Special consideration should be given to the design of vertical retaining walls subject to active lateral earth pressure.
[13] Values based on full scale testing performed in October 2011. Copies of the full test reports are available at www.redi-rock.com.
[14] The infilled unit weights shown here are based on an assumed concrete unit weight of 143 lb/ft^3 (2291 kg/m^3) and an assumed soil unit weight of 100 lb/ft^3 (1602 kg/m^3). They are reference values. Several factors can cause the unit weights of both concrete and infill soil to vary. The designer should use sound engineering judgement when assigning an infilled unit weight value for analysis.
[15] The minimum construction radius stated is applicable to both concave and convex curved retaining wall sections. Increases to this minimum radius are required to account for wall batter. Special consideration should be given to block selection, facing batter, and wall height when selecting the minimum radius for the final wall alignment.



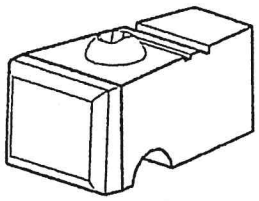
TOP



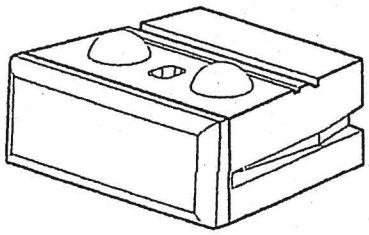
HALF TOP



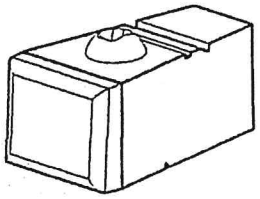
MIDDLE



HALF MIDDLE



BOTTOM



HALF BOTTOM

Revised 032315

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: ACE American Insurance Company — 22667
INSURED J.D.M. Materials Company 851 County Line Road Huntingdon Valley, PA 19006	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W20372744 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50803363	04/30/2020	04/01/2021	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 03/17/2021 WITH ID: W20367668.

(WORKERS' COMPENSATION COVERAGE IS NOT PROVIDED IN THE FOLLOWING MONOPOLISTIC STATES - OH, ND, WY AND WA. BY LAW, COVERAGE MUST BE PURCHASED THROUGH THE APPLICABLE STATE FUND)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

SR ID: 20861073 BATCH: 2024689

851 County Line Road
Huntingdon Valley, PA 19006-1198
www.JDM-INC.com

215.357.5505
Fax 215.357.6979

JDM
MATERIALS COMPANY

ABINGTON TOWNSHIP "ENGINEERED RETAINING WALL SYSTEM MATERIALS BID"

LIST OF PROPOSED SUBCONTRACTORS & PROPOSED SUPPLIERS

SUBCONTRACTORS

CHS Hauling
851 County Line Road
Huntingdon Valley, PA 19006-1198
Deliveries

Township of Abington

2021 Engineered Retaining Wall System Materials Bid Tabulation

Bid Opening: Wednesday, March 31, 2021 at 10:00 AM via PennBid

Bidder Name & Address	Bid Complete	Deviations/Substitutions	Bid Items	
JDM Materials Company	Yes	No	41" Base Sections: *$107.75*	28" Base Sections: *$105.50*
851 County Line Road			41" Riser Sections: *$107.75*	28" Riser Sections: *$105.50*
Huntingdon Valley, PA 19006			41" Top Sections: *$105.50*	28" Top Sections: *$103.50*
James D. Morrissey, III, VP			41" Half Sections: *$54.00*	28" Half Sections: *$53.00*
			**Delivery Charge per truck load: *$400.00*	
Bidder Name & Address	**Bid Complete**	**Deviations/Substitutions**	**Bid Items**	
Bidder Name & Address	**Bid Complete**	**Deviations/Substitutions**	**Bid Items**	
Bidder Name & Address	**Bid Complete**	**Deviations/Substitutions**	**Bid Items**	

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
C/o Richard J. Manfredi
Township Manager
1176 Old York Road
Abington, Pennsylvania 19001

To Whom It May Concern:

We hereby submit F.O.B., Township of Abington, Department of Public Works, 1176 Old York Road, Abington, Pennsylvania, 19001 for furnishing the following in strict accordance with the attached specifications:

TOTAL BID $39,270.00

EXCLUDE Federal Tax and Pennsylvania Tax

Delivery on or before 3/31/21

Enclosed is a Bid Bond in the amount equal to 10% of the Bid $3,927.00

I understand that if our proposal is accepted by the Township, we will provide the Township with a Performance Bond for the full amount of the Bid, satisfactory to the Township Solicitor, to guarantee delivery of the storm sewer inlets and manhole structures bid, in accordance with the attached specifications.

Commonwealth Precast Inc.
Firm Name

694 Forman Rd.
Address

Souderton, PA 18964

By Timothy Smith
Signature

215-721-6005
Telephone Number

COMMONWEALTH PRECAST, INC.
694 FORMAN ROAD
SOUDERTON, PA 18964

March 26, 2021

Township of Abington

1176 Old York Road

Abington, PA 19001

Attn: Michael A. Jones, Highway Superintendent

Mr. Jones:

I give Elizabeth Smith, Secretary and Treasurer of Commonwealth Precast, Inc., authority to execute and sign all documents pertaining to the 2020 Storm Sewer Inlets and Manhole Structures Bid.

Truly yours,

Timothy W. Smith

President, Commonwealth Precast, Inc.

694 Forman Rd, Souderton, PA 18964

Attest:

EXPERIENCE RECORD

Complete the following experience record and attach same to the PROPOSAL covering work performed or contracts held, (whichever applies) during the past five (5) years.

Date Started	Date Finished	Amount of Contract	Name of Client	Name of Project
4/6/19	1/16/20	$193,924.62	Wolverine	Stone Hill
11/15/19	1/14/21	$157,923.04	B&J Excav.	Lochiel Farms
5/16/19	9/10/20	$96,660.34	B&J Excav.	Flat Rock Tract
11/30/17	11/8/19	$178,457.00	T&T	Courts @ Brynwood
11/2/18	3/21/19	$102,595.28	T.S. Hess	Bittenhouse Tract
3/5/20	8/27/20	$89,715.88	Allan Myers	615 Egypt Rd.
3/1/20	3/31/21	$64,040.00	Abington Twp.	2020 Roads

(We are) (I am) presently working on the following projects:

Watts Services	Arrowhead Elementary
Wolverine Const.	Reserve @ Emerson Farm
Wolverine Const.	Fonthill Court
Allan Myers	Yardley Preserve
T.S. Hess's	Grove Valley Farm
B&J Excavating	Northgate

Have you ever defaulted on a project? Yes_____ No ✓

If yes, give the name of that contract was held with, name of bonding company and circumstances:

Commonwealth Precast Inc.
Contractor

Date: 3/26/21 By Timothy Smith

NOTE: This experience record must be submitted with the proposal, and failure to submit this, will be considered justification for rejection of the Bidder's proposal.

FINANCIAL STATEMENT OF BIDDER

NOTE: This affidavit must be executed and submitted with the Bid. The data furnished are for the information of the OWNER and will not be made public.

State of PA :

: SS

County of Montgomery :

Elizabeth Smith, being duly sworn according to law, deposes and says that the following is a true statement of (his) (their) (its) financial condition at the end of the month preceding the date of (his) (their) (its) proposal to the Owner, attached hereto:

As of 2/28/21	
checking -	$ 131,292.28
money market -	$ 273,974.85
outstanding loans/mortgages -	$ 0.00

BIDDER

Date: 3/26/21 By: Elizabeth Smith

Sworn to and subscribed before me this 29th day of MARCH, 2021

Commonwealth of Pennsylvania - Notary Seal
KATHRYN MUSSELMAN - Notary Public
Montgomery County
My Commission Expires Mar 13, 2023
Commission Number 1345620

Kathryn Musselman
Notary Public

NOTE: This financial statement must be submitted with the proposal and failure to submit will be considered justification for rejection of the Bidders Proposal.

NON-COLLUSION AFFIDAIT

FOR THE TOWNSHIP OF ABINGTON

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF MONTGOMERY :

I, ELIZABETH SMITH, of COMMONWEALTH PRECAST
(Name of Contractor)

in the County of MONTGOMERY and the State of PA
of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of COMMONWEALTH PRECAST
The Bidder making the Proposal for the aforementioned project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

Commonwealth Precast, Inc. (Name of Bidder)

Elizabeth Smith Sec/Treas
(Signature & Title)

Attest:

Tony Hug Elizabeth Smith Sec/Treas.
(Print or Type Name & Title)

Sworn to and subscribed before me this 29TH day of MARCH 2021

Kathryn Musselman
Notary Public

My Commission Expires MARCH 13, 2023.

Commonwealth of Pennsylvania - Notary Seal
KATHRYN MUSSELMAN - Notary Public
Montgomery County
My Commission Expires Mar 13, 2023
Commission Number 1345620

INSTRUCTIONS TO BIDDERS

Article 1 – Definitions

1.1 The term "Owner" means the Township of Abington.

1.2 The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a Sub-Bidder, who submits a bid to the Bidder.

1.3 Highway Aid Funds (Liquid Fuel Taxes) are not being used in whole or in part to fund this contract. Accordingly, no asphalt (or similar material) price adjustment, including, without limitation those provisions set forth in the Pennsylvania Department of Transportations Publication 408 and Publication 9, will have any applicability to this contract. No asphalt price adjustment, or price adjustment for similar materials, will be allowed under this contract.

Timothy Smith
Contractor's Signature

1.4 The term "Successful Bidder" means the lowest, qualified responsible and responsive Bidder to whom the Owner (on the basis of Owner's Evaluation as hereinafter provided) makes an award.

1.5 The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, and the Bid Proposal (including all addenda issued prior to receipt of bids).

1.6 The term "Work" means the supply of goods and services as set forth in Article 4 of Bid Proposal.

1.7 Terms used in these Instructions to Bidders which are defined in the General Conditions attached hereto have the meanings assigned to them in the General conditions.

Article 2 – Copies of Bidding Documents

2.1 Complete sets of Bidding Documents may, as stated in the Notice to Bidders, be obtained electronically and free of charge on PennBid.

2.2 Complete sets of Bidding documents must be used in preparing Bids; neither Owner nor Public Works Department of Abington Township assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner in making copies of Bidding Documents available on the above terms does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

Article 3 – Qualifications of Bidders

3.1 To demonstrate qualifications to perform the Work, each bidder must submit with its Bid, written evidence as called for below:

3.1.1 An Experience Record containing a list of five (5) recent projects similar in nature and magnitude presently active or completed by the Bidder.

3.1.2 A Financial Balance Statement listing assets and liabilities and an operating statement for the most recent fiscal year, but no earlier than the fiscal year ending 2019.

3.1.3 An Executed Non-Collusion Affidavit properly completed, signed and sealed by a licensed Notary Public.

3.1.4 Proof of Workers Compensation Insurance.

Article 4 – Examination of Bidding Documents

4.1 It is the responsibility of each Bidder submitting a Bid to:

4.1.1 Examine the Bidding Documents thoroughly.

4.1.2 Consider Federal, State and Local taxes and regulations that may affect cost, progress, performance or furnishing the work.

4.1.3 Study and carefully correlate Bidder's observations with Bidding Documents.

4.1.4 Notify the Department of Public Works of Abington Township through the Highway Superintendent of Public Works of all conflicts, errors, or discrepancies in the Bidding Documents.

4.2 The submission of a Bid will constitute incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 5 – Interpretations and Addenda

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Department of Public Works, Abington Township through the Highway Superintendent of Public Works. Interpretation or clarification considered necessary to the department of Public Works of Abington Township in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by the Public Works Department of Abington Township as having received.

5.2 Bidding Documents. Questions received less than ten (10) days prior to the date of the opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Each Bidder shall acknowledge any Addenda in writing as part of the Bid Proposal.

Article 6 – Bid Security

6.1 Each Bid must be accompanied by Bid Security made payable to Owner in an amount of ten (10%) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety authorized to conduct business in the Commonwealth of Pennsylvania.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days of the Notice of Award, the Bid Security will be forfeited. The Bid Security submitted by any Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner for a period of sixty (60) days from the date of bid opening.

Article 7 – Contract Time

7.1 The number of days within which, or the dates by which the Work is to be delivered to the Owner and ready for Owner's acceptance of delivery is set forth in the Bid Proposal.

A. When the Bidder is bidding on Road and other Materials, the length of the Contract shall run one (1) calendar year starting from the date the Owner executes the Contract.

Article 8 – Substitute or "OR Equal" Term

The Contract, if awarded will be on the basis of parts, materials, equipment, labor and services specified in Article IV of the Bid Proposal without consideration of possible substitutes of "Or Equal" terms.

Article 9 – Subcontractors, Suppliers and Others

9.1 Each Bid must be accompanied by a written identification of all Subcontractors and Suppliers which the Bidder intends to utilize.

9.2 The Bidder shall be required to obtain owners written consent prior to substituting alternate Subcontractors or Suppliers.

9.3 The Bidder may not Subcontract other portions of the Work without Owner's written consent.

9.4 The Bidder may be required to provide an appropriate reduction in contract price to Owner, where applicable, for substitutions or Subcontractors or Suppliers

9.5 No Bidder shall be required to employ any Subcontractor, Supplier, or Other person or organization against whom the Bidder has reasonable objection.

Article 10 – Bid Proposal

10.1 The Bid Proposal is included with the Bidding Documents; additional copies may be obtained electronically and at no cost on PennBid.

10.2 All blanks on the Bid Proposal must be completed in ink or typed.

10.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signatures

10.6 The bid shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on the Bid Proposal).

10.7 The address and telephone number for communications regarding the Bid must be shown.

10.8 Bids must be priced on a lump sum basis for the base contract and include a separate price for each part described in the Bid Specifications as provided for in the Bid Proposal.

10.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

Article 11 – Submission of Bids

11.1 Bids shall be submitted to PennBid at the time and place in the Notice to Bidders.

11.2 Prospective Bidders are expected to submit with their Bid Proposal one copy of the Bid Bond, a Non-Collusion Affidavit, Financial Statement, Experience Record with List of Subcontractors, Suppliers and Others. The Bidding Documents may be retained by the Bidder.

Article 12 – Modifications and Withdrawal of Bids

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 Bids may be withdrawn after bid opening only as set forth in PA Act 4 Pennsylvania Public Contract Bid Withdrawal Law, 72 P.S. § 1601 *et seq*. (Act 4 of 1974), as amended from time to time. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents or supplying any material/labor or performing any work to any person to whom a contract for this work is awarded.

Article 13 – Opening of Bids

13.1 Bids will be opened and displayed publicly as listed in the Notice to Bidders.

Article 14 – Acceptance of Bids

14.1 All Bids will remain subject to acceptance for sixty (60) days after the day of Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

Article 15 – Award of Contract

15.1.1 Owner reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive, unbalanced or unconditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit of process will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15-2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the Bid Proposal.

15.3 Owner may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work as to which the identity of the Subcontractors and Suppliers must be submitted.

15.4 Owner may conduct such investigation as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors and Suppliers to perform and furnish the Work in accordance with the Bidding Documents to Owners satisfaction within the prescribed time.

15.5 If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award still be in the best interests of the Township of Abington.

15.6 If the contract is to be awarded Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

Articles 16 – Contract Security

16.1 When the Successful Bidder delivers the contract to the Owner, it must be accompanied by the required performance bond. Each Bid Proposal shall be accompanied by a consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state that the surety bond and any bond that is made a condition of the awarding of this contract and anywhere in this proposal will be provided.

Article 17 – Signing of Contract

17.1 When Owner gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract. Within five (5) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract to Owner with the required Performance Bond. Within thirty (30) days thereafter Owner shall deliver one fully signed Counterpart to Successful Bidder.

Article 18 – Sales and Use Taxes

18.1 The Township is exempt from Federal tax and Pennsylvania State, Sales and Use taxes on all goods and services it purchases. Said taxes shall not be included in the Contract price.

Article 19 - Right To Know Law

19.1 The Pennsylvania Right-to-Know-Law provides for the access to public records to legal residents of the United States. If you submit a bid, please be aware that under the Right-to-Know-Law all bidding documents will be subject to disclosure upon request. If you are the successful bidder, documents in your possession which directly relate to the governmental function of Abington Township and are not otherwise exempt under the Right-to-Know-Law may be considered a public record and may be subject to disclosure.

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY, PENNSYLVANIA

BID PROPOSAL

Project Identifications: 2021 Storm Sewer Inlets and Manholes Structures

Proposal of: Commonwealth Precast, Inc.
(Name)
694 Forman Rd, Souderton, PA 18964
(Address)

an individual, partnership, corporation registered in the State of Pennsylvania (delete titles not applicable above) for furnishing all parts, materials, labor and services for the Township of Abington, as specified in Article 4 herein for the Township of Abington, Montgomery County, Pennsylvania.

TO: Township of Abington
1176 Old York Road
Abington, PA 19001

Attention: Michael A. Jones, Highway Superintendent
Public Works Highway Department

Article I: Pursuant to, and in compliance with your instructions, Bidders for the furnishing of all parts, material, equipment, labor and services for "2021 STORM SEWER INLETS AND MANHOLE STRUCTURES" had having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders and Bid Proposal and all other documents bound therewith together with all addenda thereto the materials, equipment, labor, and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all addenda issued by the Owner prior to the date of opening of Bids whether received by undersigned or not, for the lump sum price as outlined in the space provided below.

Article II Bidder accepts all terms and conditions of Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within ten (10) days after the date of the Owner's Notice of Award.

Article III: In submitting the Bid, Bidder represents that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged).

Date	Number
N/A	

B. Bidder has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and laws and regulations that in any manner may affect cost or performance.

C. Bidder has correlated the results of all observations, examinations, investigations, explorations tests, reports and studies with the terms and conditions of the Bidding Documents.

D. Bidder has given the Department of Public Works Director, written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents.

E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder.

ARTICLE IV: The Bidder proposes and agrees to supply to the Township of Abington the following specified items all of which shall be for the prices set forth on township provided BID FORM.

Bid for Storm Sewer Inlets and Manhole Structures

Township of Abington
1176 Old York Road
Abington, PA 19001

To Whom it May Concern:

The undersigned herewith submits bids for furnishing Storm Sewer Inlets and Manhole Structures as specified in the proposal. Amounts of Storm Sewer Inlets and Manhole Structures listed are approximate. Quantities may be less or exceed the stated amount at the Township's discretion.

VENDOR NAME: Commonwealth Precast, Inc.

VENDOR ADDRESS: 694 Forman Rd, Souderton , PA 18964

Township of Abington
2021 Storm Sewer Inlet and Manhole Structures Bid
List of Materials for Bid
Quantity: Approximately 50 Storm Sewer Inlets
Quantity: Approximately 5-10 Manhole Structures

TITLE	Unit Price Per Item
2 X 2 X 24" KNOCKOUT BOX	$ 304.00
2 X 2 FRAME	$ 86.00
2 X 2 BIKE-SAFE GRATE	$ 180.00
2 X 4 X 30" KNOCKOUT BOX	$ 370.00
4' TYPE 'M' TOP (8") W/ FISH LOGO	$ 180.00
4' TYPE 'C' TOP (6" REVEAL) W/ FISH LOGO	$ 230.00
H20 4' BIKE-SAFE GRATE	$ 340.00
48" DIA. STORM MANHOLE	$ 492.00
26" DIA. STORM MANHOLE FRAME	$ 200.00
26" DIA. STORM MANHOLE COVER	$ 182.00

Commonwealth Precast, Inc.

694 Forman Road
Souderton, PA 18964

Quote

Date	Estimate #
3/26/2021	20210217

Name / Address
Abington Township 1176 Old York Road Abington PA 19001

Customer Contact	Customer Fax	Terms	Plans:	Job Name:
John Patti	215-884-0301	Net 30		2021 Storm Inlets and MHs

Qty	Item	Description	Unit Price	Total
1	YD	2 x 2 x 24" Knockout Box	304.00	304.00
1	Frames	2 x 2 Frame	86.00	86.00
1	Grate	2 x 2 Bike-Safe Grate	180.00	180.00
1	INL	2 x 4 x 30" Knockout Box	370.00	370.00
1	M Top	4' Type 'M' Top (No Grate) w/ Fish Logo	180.00	180.00
1	C Top L/P	4' Type 'C' Top (No Grate) 6" Reveal w/ Fish Logo	230.00	230.00
1	Bike-Safe Grate	H20 4' Bike- Safe Grate	340.00	340.00
1	MH	48" Dia. Storm Manhole	492.00	492.00
1	F&C	26" Dia. Storm Manhole Frame & Cover	382.00	382.00

Prepared by Tim Smith

Subtotal	$2,564.00
Sales Tax (6.0%)	$0.00
Total	$2,564.00

Prices quoted herein are valid for 30 days from date of quote. Prices are based on approval of Commonwealth Precast, Inc. submittals.

Phone #	Fax #	E-mail
215-721-6005	215-721-6035	commonwealthprecast@gmail.com

Commonwealth Precast, Inc.

694 Forman Road
Souderton, PA 18964

Quote

Date	Estimate #
3/26/2021	20210218

Name / Address
Abington Township 1176 Old York Road Abington PA 19001

Customer Contact	Customer Fax	Terms	Plans:	Job Name:
John Patti	215-884-0301	Net 30		2021 Storm inlets and MHs

Qty	Item	Description	Unit Price	Total
20	Inlets	2 x 4 x 30 Inlet w/ 'M' Top and Bike-Safe Grate	890.00	17,800.00
30	YD	2 x 2 x 24" Knockout Box w/ Frame & Bike-Safe Grate	570.00	17,100.00
5	Manhole	48" Dia. Storm Manhole w/ F&C	874.00	4,370.00

Prepared by Tim Smith

Subtotal	$39,270.00
Sales Tax (6.0%)	$0.00
Total	$39,270.00

Prices quoted herein are valid for 30 days from date of quote. Prices are based on approval of Commonwealth Precast, Inc. submittals.

Phone #	Fax #	E-mail
215-721-6005	215-721-6035	commonwealthprecast@gmail.com

111

Township of Abington

2021 Storm Sewer Inlets and Manhole Structures Bid Tabulation

Bid Opening: Wednesday, March 31, 2021 at 10:00 AM via PennBid

Bidder Name & Address	Bid Complete	Deviations/Substitutions	Bid Items	Unit Price
Commonwealth Precast, Inc.	Yes	No	2 X 2 X 24" KNOCKOUT BOX	$304.00
694 Forman Road			2 X 2 FRAME	$86.00
Souderton, PA 18964			2 X 2 BIKE-SAFE GRATE	$180.00
Timothy Smith			2 X 4 X 30" KNOCKOUT BOX	$370.00
			4' TYPE 'M' TOP (8") W/ FISH LOGO	$180.00
			4' TYPE 'C' TOP (6" REVEAL) W/ FISH LOGO	$230.00
			H20 4' BIKE-SAFE GRATE	$340.00
			48" DIA. STORM MANHOLE	$492.00
			26" DIA. STORM MANHOLE FRAME	$200.00
			26" DIA. STORM MANHOLE COVER	$182.00
Bidder Name & Address	**Bid Complete**	**Deviations/Substitutions**	**Bid Items**	**Unit Price**
Bidder Name & Address	**Bid Complete**	**Deviations/Substitutions**	**Bid Items**	**Unit Price**
Bidder Name & Address	**Bid Complete**	**Deviations/Substitutions**	**Bid Items**	**Unit Price**

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY, PENNSYLVANIA

BID PROPOSAL

Project Identifications:

Proposal of: JDM MATERIALS COMPANY
(Name)
851 COUNTY LINE ROAD, HUNTINGDON VALLEY, PA 19006
(Address)

an individual, partnership, corporation registered in the State of PENNSYLVANIA (delete titles not applicable above) for furnishing all parts, materials, labor and services for the READY MIX CONCRETE, as specified in Article 4 herein for the Township of Abington, Montgomery County, Pennsylvania.

TO: Township of Abington
1176 Old York Road
Abington, PA 19001

Attention: Michael A. Jones, Superintendent
Public Works Department

Article I: Pursuant to, and in compliance with your instructions, Bidders for the furnishing of all parts, material, equipment, labor and services for "2021 READY MIX CONCRETE" had having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders and Bid Proposal and all other documents bound therewith together with all addenda thereto the materials, equipment, labor, and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all addenda issued by the Owner prior to the date of opening of Bids whether received by undersigned or not, for the lump sum price as outlined in the space provided below.

Article II Bidder accepts all terms and conditions of Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for sixty (60) days after the date of the Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within ten (10) days after the date of the Owner's Notice of Award.

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
C/o Richard J. Manfredi,
Township Manager
1176 Old York Road
Abington, Pennsylvania, 19001

To Whom It May Concern:

We hereby submit fob Township of Abington, Department of Public Works, Maintenance Garage, Dead-end of Florey Lane, Roslyn Pennsylvania, 19001 for furnishing the following in strict accordance with the attached specifications:

TOTAL BID $16947.50

EXCLUDE Federal Tax and Pennsylvania Tax

Delivery on or before As Requested

Enclosed is a Bid Bond in the amount equal to 10% of the Bid 10%

I understand that if our proposal is accepted by the Township, we will provide the Township with a Performance Bond for the full amount of the Bid, satisfactory to the Township Solicitor, to guarantee delivery of the ready mix concrete bid, in accordance with the attached specifications.

JDM Materials Company
Firm Name Div. of Eureka Stone Quarry

851 County Line Rd.
Address

Huntingdon Valley, PA 19006

By: [signature]
Signature Frank Cucchiara

215-357-5505
Telephone Number

BID FOR READY MIX CONCRETE

Commissioners of Abington Township
1176 Old York Road
Abington PA 19001

To Whom it May Concern:

The undersigned herewith submits bids for furnishing Ready Mix Concrete specified in this proposal. Amounts of Ready Mix Concrete listed are approximate. Quantities may be less or exceed the stated amount at the Township's discretion. The vendor's plant for material to be picked up shall be within a fifteen (15) mile radius of the Abington Public Works Yard.

NAME OF VENDOR JDM MATERIALS COMPANY

ADDRESS OF VENDOR 851 COUNTY LINE ROAD
HUNTINGDON VALLEY, PA 19006

Approximately 200 cubic yards of 3,500 lb. air entrained concrete delivered to various locations in Abington Township:

1-5 Cubic Yards @ 86.50 Cost per Cubic yard *plus* Delivery Charge @ 250.00 = TOTAL $ 2547.50

6-10 Cubic Yards @ 86.50 Cost per Cubic yard *plus* Delivery Charge @ 250.00 = TOTAL $ 4710.00

TOTAL $ 7257.50

Approximately 60 yards of 3,500 lb. air entrained concrete picked up at vendor's plant by Abington Township trucks @ 161.50 per cubic yard.

TOTAL $ 9690.00

TOTAL BID $ 16947.50

EXPERIENCE RECORD

Complete the following experience record and attach same to the PROPOSAL covering work performed or contracts held, (whichever applies) during the past five (5) years.

Date Started	Date Finished	Amount of Contract	Name of Client	Name of Project

(We are) (I am) presently working on the following projects:

N/A

Have you ever defaulted on a project? Yes_____ No X

If yes, give the name of that contract was held with, name of bonding company and circumstances:

JDM MATERIALS COMPANY

Contractor

Date: March 23, 2021

By _____

NOTE: This experience record must be submitted with the proposal, and failure to submit this, will be considered justification for rejection of the Bidder's proposal.

FINANCIAL STATEMENT OF BIDDER

NOTE: This affidavit must be executed and submitted with the Bid. The data furnished are for the information of the OWNER and will not be made public.

State of PENNSYLVANIA :

: SS

County of Philadelphia :

ANTHONY ROCKEY, being duly sworn according to law, deposes and says that the following is a true statement of (his) (their) (its) financial condition at the end of the month preceding the date of (his) (their) (its) proposal to the Owner, attached hereto:

A FINANCIAL STATEMENT IS BEING SUBMITTED WITH EUREKA STONE QUARRY ASPHALT BID

BIDDER JDM MATERIALS COMPANY

Date: 3.23.2021

By: Anthony Rockey
ANTHONY ROCKEY - CREDIT MANAGER

Sworn to and subscribed before me this 23rd day of March, 2021

Ann Marie Baldassarre
Notary Public

NOTE: This financial statement must be submitted with the proposal and failure to submit will be considered justification for rejection of the Bidders Proposal.

Commonwealth of Pennsylvania - Notary Seal
ANN MARIE BALDASSARRE, Notary Public
Philadelphia County
My Commission Expires November 25, 2022
Commission Number 1005908

NON-COLLUSION AFFIDAIT

FOR THE TOWNSHIP OF ABINGTON

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF Philadelphia :

I, FRANK CUCCHIARA, of JDM MATERIALS COMPANY
(Name of ~~Contractor~~) SUPPLIER

in the County of Montgomery and the State of PENNSYLVANIA
of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of JDM MATERIALS COMPANY
The Bidder making the Proposal for the aforementioned project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

JDM MATERIALS COMPANY (Name of Bidder)

SALES DIR
(Signature & Title)
FRANK CUCCHIARA

Attest:

ANTHONY ROCKEY CREDIT MANAGER
(Print or Type Name & Title)

Sworn to and subscribed before me this 23rd day of March 20 21

Ann Marie Baldassarre
Notary Public

My Commission Expires November 25 20 22.

-6-

Commonwealth of Pennsylvania - Notary S
ANN MARIE BALDASSARRE, Notary Public
Philadelphia County
My Commission Expires November 25, 2022
Commission Number 1005908

{00886818;v3}

Article III: In submitting the Bid, Bidder represents that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged).

Date	Number

B. Bidder has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and laws and regulations that in any manner may affect cost or performance.

C. Bidder has correlated the results of all observations, examinations, investigations, explorations tests, reports and studies with the terms and conditions of the Bidding Documents.

D. Bidder has given the Department of Public Works Director, written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents.

E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder.

ARTICLE IV: The Bidder proposes and agrees to supply to the Township of Abington the following specified items all of which shall be for the prices set forth on Township provided Bid Form.

851 County Line Road
Huntingdon Valley, PA 19006
www.JDM-INC.com

215-357-5505
FAX 215-357-6979
sales@jdm-inc.com

JDM MATERIALS COMPANY

QUOTE# FCC20-786

Sales Department

COST OF ADDITIVES

CORROSION INHIBITOR	$8.00 PER GALLON	SYNTHETIC ¾" FIBER	+ $8.00 PER LB.
PUMP MIX (IF NECESSARY)	+ $3.00 CY	1% RETARDER	+ $1.00 CY
1% CALCIUM CHLORIDE	+ $2.50 C	SUPER PLASTICIZER / PLANT SUPER PLASTICIZER / JOB	+ $6.50 CY + $7.50 CY
2% CALCIUM CHLORIDE	+ $5.00 CY	½" STONE	+ $6.50 CY
3% CALCIUM CHLORIDE	+ $7.50 CY	EXTRA 50LBS CEMENT	+ $5.00 CY
1% NON-CHLORIDE ACCELERATOR	+ $4.00 CY	EXTRA 100LBS CEMENT	+ $10.00 CY
2% NON-CHLORIDE ACCELERATOR	+$8.00 CY	RIVER GRAVEL	+ $45.00 CY
3% NON-CHLORIDE ACCELERATOR	+ $12.00 CY	TRUCK WASHOUT FOR DYE	+ $100.00 PER TRUCK

WINTER CONCRETE

DURING THE PERIOD OF NOVEMBER 1st THRU APRIL 15TH, THERE IS AN ADDITIONAL CHARGE OF $5.00 PER CUBIC YARD FOR CONCRETE. HOWEVER THIS CHARGE WILL APPLY PRIOR TO NOVEMBER 1st. OR AFTER APRIL 15th IF TEMPERATURE WARRANTS.

SATURDAY CHARGES

IN ADDITION TO THE COST OF THE CONCRETE AND DELIVERY CHARGE, ALL SATURDAY DELIVERIES BETWEEN THE HOURS OF 7:00 AM AND 12:00 NOON WILL BE CHARGED AN ADDITIONAL $200.00 PER TRUCK LOAD REGARDLESS OF CUBIC YARDS ORDERED.

CUSTOMER, ACCEPTED BY: _____
DATE: _____

851 County Line Road
Huntingdon Valley, PA 19006
www.JDM-INC.com

215-357-5505
FAX 215-357-6979
sales@jdm-inc.com

QUOTE# FCC20-786
Sales Department

EXCESSIVE TRUCK TIME

CUSTOMER IS ALLOTED (7) MINUTES PER YARD TO UNLOAD. EXCESSIVE TRUCK TIME WILL BE CHARGED AT THE RATE OF $125.00 PER HOUR AND BILLED TO THE NEAREST QUARTER (¼) HOUR. THIS WILL BE STRICTLY ADHERED TO.

CANCELLATION CHARGE

THERE IS A CANCELLATION CHARGE FOR ANY LOAD OF CONCRETE THAT IS CANCELLED ON A SATURDAY MORNING.

ALL LOADS MUST BE RELEASED FOR DELIVERY ON FRIDAY AFTERNOON NO LATER THAN 2:00 PM. WHEN AN ACCOUNT CUSTOMER CANCELS THE NEXT MORNING, THEIR ACCOUNT WILL BE CHARGED $250.00 PER LOAD OF CONCRETE, REGARDLESS OF LOAD SIZE. FOR EXAMPLE, IF A CUSTOMER ORDERS 28 CUBIC YARDS, RELEASES ON FRIDAY AFTERNOON AND THEN CANCELS ON SATURDAY MORNING, THERE ACCOUNT WILL BE CHARGED $750.00.

PREMIUM CHARGES FOR WEEKDAYS

DELIVERIES REQUESTED BETWEEN 3:30PM AND 4:30PM WILL BE CHARGED AN ADDITIONAL $200.00 PER TRUCK LOAD REGARDLESS OF CUBIC YARDS ORDERED.

FOR WEEKDAY DELIVERIES PRIOR TO 7:00AM OR AFTER 3:30PM PLEASE INQUIRE ABOUT OUR PREMIUM RATES FOR PLANT AND DRIVERS ALSO, PLEASE CONTACT OUR SALES DEPARTMENT FOR WEEKEND PREMIUM RATES

CAUTION: ***Ready mix concrete contains cement, which has been shown to cause irritation to sensitive people. You should limit prolonged exposure and wash hands after coming in contact with concrete or cement.***

CUSTOMER, ACCEPTED BY: _____
DATE: _____

851 County Line Road
Huntingdon Valley, PA 19006
www.JDM-INC.com

215-357-5505
FAX 215-357-6979
sales@jdm-inc.com

JDM MATERIALS COMPANY

QUOTE# FCC20-786

GENERAL TERMS AND CONDITIONS

CONTINGENCIES: We will not be responsible for failure to make delivery when prevented by strikes, including labor troubles, accident or necessary repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, or in the event of inability to obtain, at reasonable costs, electric power, or operating materials or machinery; or by reason of any other contingencies beyond our control.

DELIVERIES: Delivery instructions must be given within a reasonable time before deliveries are to be made. Arrangements for pours exceeding 100 cu. yds.. Must be made at least one day in advance. All deliveries will be made to the best of our ability and dispatch, but no claims will be allowed because of delays.

DELIVERY CONDITIONS: The purchaser agrees to provide suitable roadways or approaches to points of delivery other than paved streets. We reserve the right to stop deliveries if the roadways or approaches are unsatisfactory to us.

In the event purchaser orders delivery beyond curb line, we will not assume liability for damage to sidewalks, driveways or other property and purchaser hereby agrees to indemnify and hold J.D.M. MATERIALS CO. harmless against all liability, loss and expense incurred as a result of such deliveries.

DAMAGE TO TRUCKS AND EQUIPMENT: Purchaser agrees to pay any and all costs of repairs, necessitated by damage to our trucks and/or equipment resulting from any cause whatever during the process of delivery on the work-site, other than negligence on the part of J.D.M. MATERIALS CO. employee or mechanical failure of J.D.M. MATERIALS CO. equipment.

STRENGTH: When the compressive strength of the concrete is to be guaranteed by J.D.M. MATERIALS CO. the properties shall be set by J.D.M. MATERIALS CO. and shall be equal to or greater than that guaranteed. Unless otherwise specified, guaranteed strength concrete is to have an average slump of not over 6" when tested in accordance with the standards of the A.S.T.M.. Where the purchaser requests concrete of greater slump, the additional cement required to maintain the specified strength and/or water cement ratio will be charged for.

CHILLED WATER OR ADDING ICE: Unless stated otherwise in this quotation, J.D.M. MATERIALS CO. will not be responsible for using chilled water or adding ice to the mix.

VOLUME: Concrete prices and quantities are based upon the wet volume at the time of discharge from the deliver truck.

TEMPERATURE DISCLAIMER: This quote does not provide or include methods of dealing with temperature extremes. Temperature control of concrete is the contractor's responsibility. Use of ice, chilled water of liquid nitrogen is an extra cost item over and above quoted prices.

PLANT HOURS: 7:00 AM to 3:30 PM. All deliveries before and after hours and Saturdays, Sundays and Holidays will be charged at prevailing overtime charges. Legal Holidays are those which Banks recognize.

TERMS: On approved credit 30 days net cash. A service charge of 1.50% per month will be levied on any account balance past due. If at any time the financial responsibility of the customer becomes unsatisfactory to us, cash payment or sufficient security may be required. These terms are the essence of this quotation and of any contract for deliveries made hereunder.

CUSTOMER, ACCEPTED BY: _____

DATE: _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Eureka Stone Quarry, Inc.
800 Lower State Road
Chalfont, PA 18914

COVERAGES **CERTIFICATE NUMBER:** W20378642 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			HDO G71080079	04/30/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H09094039	04/30/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			US00074867LI20A	05/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50803363	04/30/2020	04/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(WORKERS' COMPENSATION COVERAGE IS NOT PROVIDED IN THE FOLLOWING MONOPOLISTIC STATES - OH, ND, WY AND WA. BY LAW, COVERAGE MUST BE PURCHASED THROUGH THE APPLICABLE STATE FUND)

CERTIFICATE HOLDER

Township of Abington
1176 Old York Road
Abington, PA 19001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

SR ID: 20866645 BATCH: 2026247

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Contractors Hauling Service, Inc.
851 County Line Road
Huntingdon Valley, PA 19006

COVERAGES **CERTIFICATE NUMBER:** W20378643 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			HDO G71080079	04/30/2020	04/01/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H09094039	04/30/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			US00074867LI20A	05/01/2020	04/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50803363	04/30/2020	04/01/2021	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(WORKERS' COMPENSATION COVERAGE IS NOT PROVIDED IN THE FOLLOWING MONOPOLISTIC STATES - OH, ND, WY AND WA. BY LAW, COVERAGE MUST BE PURCHASED THROUGH THE APPLICABLE STATE FUND)

CERTIFICATE HOLDER

Township of Abington
1176 Old York Road
Abington, PA 19001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 20866645 BATCH: 2026247

Abington Township Department Of Public Works
Ready Mix Concrete Bid
Bid Opening: 3/31/2021 10:00 AM via PennBid

BIDDER	1-5 Cu. Yards Delivered	6-10 Cu. Yards Delivered		Delivery Fee		60 Yards Picked-Up
JDM Materials Company	**$86.50**	**$86.50**		**$250.00**		**$161.50**
851 County Line Road						
Huntingdon Valley, PA 19006						
Frank Cucchiara						
Delaware Valley Concrete Co.	**$330.00**	**$314.00**		**included**		**$106.00**
248 E. County Line Road						
Hatboro, PA 19040						
INCOMPLETE BID - BID DISQUALIFIED						

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
C/o Richard J. Manfredi,
Township Manager
1176 Old York Road
Abington, Pennsylvania, 19001

To Whom It May Concern:

We hereby submit f.o.b., Township of Abington, Department of Public Works, Maintenance Garage, Dead-end of Florey Lane, Roslyn Pennsylvania, 19001 for furnishing the following in strict accordance with the attached specifications:

TOTAL BID 914,420.00

EXCLUDE Federal Tax and Pennsylvania Tax

Delivery on or before MARCH 31, 2021

Enclosed is a Bid Bond in the amount equal to 10% of the Bid YES

I understand that if our proposal is accepted by the Township, we will provide the Township with a Performance Bond for the full amount of the Bid, satisfactory to the Township Solicitor, to guarantee delivery of the superpave bid, in accordance with the attached specifications.

Eureka Stone Quarry, Inc.
Firm Name

P.O. Box 249
Address

Chalfont, PA 18914

By _____
Signature Alice Meehan, Vice President

215-822-0593
Telephone Number

GENERAL CONDITIONS

I. Addendum

The Township of Abington, reserves the right to correct, change, add or delete from the Bidding Documents by written addendum. Hereinafter, the Township of Abington shall be referred to as the "Township" or "Owner".

II. Assignment

Manufacturer or Bidder to whom an award is made shall not sublet, transfer, or assign the contract or any portion thereof to any person, firms or corporations without the prior written consent of the Township.

III. Award

Award of any contract hereunder may be made within (60) sixty days following the opening of the bids, and the Bidder agrees that his bid will remain open and subject to acceptance for a period of sixty (60) days after opening.

Part "I", Part "II", and Part "III" will be awarded separately.

In the event two or more responsive and responsible Bidders submit Bid Proposals that are in the exact same amount, the Township will utilize a coin flip to resolve the tie between or among the identical bids. In such event the Township will notify the affected Bidders forty-eight (48) hours prior to the coin flip to permit the Bidders to be present, if they so choose, to witness the coin flip. In addition, the coin flip shall be open to the public. The result of the coin flip shall be final and the award made to the Bidder chosen by the coin flip.

IV. Explanation of Bidding Documents

Any explanation or interpretation of the Bidding Documents by the Township of Abington shall be binding only if in the form of a written addendum. Oral or other explanations or interpretations made prior to the opening of the proposal shall not be binding and should not be relied upon by any Bidder.

V. Exceptions

A. Any deviation from the requirements of the Bidding Documents shall be itemized and fully set forth in a letter of exception attached to the proposal by the bidder and submitted with the proposal.

B. Itemization of exceptions shall whenever possible, be identified with the Section and Subsection to which they relate and set forth in the same sequence.

C. Unless exceptions taken by the Bidder are itemized in the above described method, the material or equipment to be furnished shall meet the requirements of the Bidding Documents in all detail.

VI. Guarantee or Warranties

Bidder is to set forth all guarantees or warranties to be received.

VII. Inquiries

Inquiries may be directed in writing to: Michael A. Jones, Superintendent
Public Works Highway Department
Abington Township
1176 Old York Road
Abington PA 19001

VIII. Law & Ordinances

Successful Bidder shall comply with all laws, ordinances, rules or regulations of any governmental body, agency or commission having jurisdiction in the matter and obtain all necessary permits.

IX. Patented Device

Successful Bidder shall defend and hold harmless the Township against any and all suits and assume all liability for any and all claims made against the Township or any of its officers or agents for the use of any patented device, process or article forming a part of the specified matter furnished under the contract.

X. Proposal

A. Each proposal shall be made on the proposed form attached hereto and same shall be fully completed.

B. Each proposal shall be submitted electronically via PennBid.

C. The facility from which the bidder proposes to make deliveries of material under this contract must be located within 17 statute miles, measured in a straight line, from the township's Public Works facility located at 2201 Florey Lane in the Roslyn section of Abington Township.

Contractor's Signature
Alice Meehan, Vice President

D. Proposal price to remain in effect subject to no increase during the time which an award is made.

E. Township reserves the right to extend the time for receipt and/or opening of proposals.

F. To reserve any consideration by the Township all bid proposals must be received for their opening electronically via PennBid by no later than 9:00 AM Eastern Standard Time.

G. Proposals will be opened by the Township on MARCH 31, 2021.

XI. Proposal Rejection

Township reserves the right to waive any informalities, to reject any or all Bids for any reason, as well as the right to award the contract as may appear in the best interest of the Township.

XII Payment

Payment shall be made on the basis of sixty (60) days after delivery and inspection of the product and/or sixty (60) days after each individual invoice for the product is received, whichever may apply.

V. Delivery

Delivery shall be made within a sixty (60) day time frame from receipt of order.

EXPERIENCE RECORD

Complete the following experience record and attach same to the PROPOSAL covering work performed or contracts held, (whichever applies) during the past five (5) years.

Date Started	Date Finished	Amount of Contract	Name of Client	Name of Project
2/2020	2/2021	$800,000.00	Bucks County Consortium	Road Materials
2/2029	2/2021	$461,330.75	Upper Moreland Twp	Road Materials
2/2020	2/2021	$885,600.00	Abington Twp	Super Pave Bid
3/2020	3/2021	$20,000.00	Solebury Twp.	Super Pave Bid
5/2020	12/2020	$57,000.00	Middletown Twp	Road Materials

(We are) (I am) presently working on the following projects:

10/2018 - PennDOT - SR 202 Section 61N	$4,500,000.00
11/2018 - PennDOT - SR 84 Section 450	$26,800,000.00
9/2019 - PennDOT - SR 309 Sec PM1	$10,555,724.98
10/2019 - PennDOT - SR 202 Section 65S	$5,297,877.10
12/2020 - PennDOT - SR 2038 Section M04	$2,500,000.00

Have you ever defaulted on a project? Yes_____ No X

If yes, give the name of that contract was held with, name of bonding company and circumstances:

Eureka Stone Quarry, Inc.
Contractor

Date: March 18, 2021
By _____
Alice Meehan, Vice President

NOTE: This experience record must be submitted with the proposal, and failure to submit this, will be considered justification for rejection of the Bidder's proposal.

FINANCIAL STATEMENT OF BIDDER

NOTE: This affidavit must be executed and submitted with the Bid. The data furnished are for the information of the OWNER and will not be made public.

State of Pennsylvania :

: SS

County of Philadelphia :

Alice Meehan, being duly sworn according to law, deposes and says that the following is a true statement of (his) (their) (its) financial condition at the end of the month preceding the date of (his) (their) (its) proposal to the Owner, attached hereto:

BIDDER Eureka Stone Quarry, Inc.

Date: March 18, 2021 By:

Alice Meehan, Vice President

Sworn to and subscribed before me this 18th day of March, 20 21

Marie A Bergstrom

Notary Public

NOTE: This financial statement must be submitted with the proposal and failure to submit will be considered justification for rejection of the Bidders Proposal.

Commonwealth of Pennsylvania - Notary Seal
MARIE A. BERGSTROM, Notary Public
Philadelphia County
My Commission Expires November 22, 2024
Commission Number 1010753

NON-COLLUSION AFFIDAIT

FOR THE TOWNSHIP OF ABINGTON

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF Philadelphia :

I, Alice Meehan, of Eureka Stone Quarry, Inc.
(Name of Contractor)

in the County of Bucks and the State of Pennsylvania
of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President of the firm
Eureka Stone Quarry, Inc.,
the Bidder making the Proposal for the aforementioned project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

Eureka Stone Quarry, Inc. (Name of Bidder)

(Signature & Title) Alice Meehan, Vice President

Attest:

R. Scott Barcusky, Treasurer
(Print or Type Name & Title)

Sworn to and subscribed before me this 18th day of March 20 21

Marie A Bergstrom
Notary Public

Commonwealth of Pennsylvania - Notary Seal
MARIE A. BERGSTROM , Notary Public
Philadelphia County
My Commission Expires November 22, 2024
Commission Number 1010753

My Commission Expires November 22 20 24

INSTRUCTIONS TO BIDDERS

Article 1 – Definitions

1.1 The term "Owner" means the Township of Abington.

1.2 The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a Sub-Bidder, who submits a bid to the Bidder.

1.3 Highway Aid Funds (Liquid Fuel Taxes) are not being used in whole or in part to fund this contract. Accordingly, no asphalt (or similar material) price adjustment, including, without limitation those provisions set forth in the Pennsylvania Department of Transportations Publication 408 and Publication 9, will have any applicability to this contract. No asphalt price adjustment, or price adjustment for similar materials, will be allowed under this contract.

Contractor's Signature Alice Meehan, Vice President

1.4 The term "Successful Bidder" means the lowest, qualified responsible and responsive Bidder to whom the Owner (on the basis of Owner's Evaluation as hereinafter provided) makes an award.

1.5 The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, and the Bid Proposal (including all addenda issued prior to receipt of bids).

1.6 The term "Work" means the supply of goods and services as set forth in Article 4 of Bid Proposal.

1.7 Terms used in these Instructions to Bidders which are defined in the General Conditions attached hereto have the meanings assigned to them in the General conditions.

Article 2 – Copies of Bidding Documents

2.1 Complete sets of Bidding Documents may, as stated in the Notice to Bidders, be obtained electronically and free of charge on PennBid.

2.2 Complete sets of Bidding documents must be used in preparing Bids; neither Owner nor Public Works Department of Abington Township assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner in making copies of Bidding Documents available on the above terms does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

Article 3 – Qualifications of Bidders

3.1 To demonstrate qualifications to perform the Work, each bidder must submit with its Bid, written evidence as called for below:

3.1.1 An Experience Record containing a list of five (5) recent projects similar in nature and magnitude presently active or completed by the Bidder.

3.1.2 A Financial Balance Statement listing assets and liabilities and an operating statement for the most recent fiscal year, but no earlier than the fiscal year ending 2019.

3.1.3 An Executed Non-Collusion Affidavit properly completed, signed and sealed by a licensed Notary Public.

3.1.4 Proof of Workers Compensation Insurance.

Article 4 – Examination of Bidding Documents

4.1 It is the responsibility of each Bidder submitting a Bid to:

4.1.1 Examine the Bidding Documents thoroughly.

4.1.2 Consider Federal, State and Local taxes and regulations that may affect cost, progress, performance or furnishing the work.

4.1.3 Study and carefully correlate Bidder's observations with Bidding Documents.

4.1.4 Notify the Department of Public Works of Abington Township through the Highway Superintendent of Public Works of all conflicts, errors, or discrepancies in the Bidding Documents.

4.2 The submission of a Bid will constitute incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ODUCER llis Towers Watson Northeast, Inc. o 26 Century Blvd O. Box 305191 shville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

SURED
reka Stone Quarry, Inc.
0 Lower State Road
alfont, PA 18914

OVERAGES CERTIFICATE NUMBER: W20392492 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

R	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH)	N/A		WLR C50803363	04/30/2020	04/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RKERS' COMPENSATION COVERAGE IS NOT PROVIDED IN THE FOLLOWING MONOPOLISTIC STATES - OH, ND, WY AND WA. BY LAW, ERAGE MUST BE PURCHASED THROUGH THE APPLICABLE STATE FUND)

RTIFICATE HOLDER

dence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Financial Statements
with Supplementary Information

December 31, 2019 and 2018

Kreischer Miller

PEOPLE | IDEAS | SOLUTIONS

EUREKA STONE QUARRY, INC. AND SUBSIDIARY
December 31, 2019 and 2018

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Independent Auditors' Report

The Board of Directors and Stockholders
Eureka Stone Quarry, Inc. and Subsidiary
Philadelphia, Pennsylvania

We have audited the accompanying consolidated financial statements of Eureka Stone Quarry, Inc. and Subsidiary which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of operations and comprehensive income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Eureka Stone Quarry, Inc. and Subsidiary as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the financial statements, Eureka Stone Quarry, Inc. and Subsidiary adopted Financial Accounting Standards Board *Accounting Standards Codification* 606, *Revenue from Contracts with Customers* and Accounting Standards Update 2017-07, *Compensation - Retirement Benefits*. Our opinion is not modified with respect to this matter.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information in Schedules I through V is presented for purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kreischer Miller

Horsham, Pennsylvania
June 12, 2020

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Balance Sheets
December 31, 2019 and 2018

ASSETS	2019	2018
Current assets:		
Cash and cash equivalents	$ 7,811,274	$ 3,526,010
Accounts receivable:		
Trade	10,593,462	10,601,199
Affiliate	15,393,287	4,879,577
Inventories	3,511,126	3,756,814
Prepaid taxes and expenses	220,878	233,692
Total current assets	37,530,027	22,997,292
Property, plant and equipment:		
Land	3,336,486	3,471,104
Quarry stone reserves	5,887,305	5,887,305
Buildings	1,885,319	1,773,119
Machinery and equipment	45,350,342	38,707,196
Furniture and fixtures	92,877	92,877
Automobiles and trucks	11,976,184	11,516,039
Construction-in-progress	10,500	1,228,327
	68,539,013	62,675,967
Accumulated depreciation and depletion	(35,473,365)	(29,284,577)
	33,065,648	33,391,390
Other assets	17,150	17,150
	$ 70,612,825	$ 56,405,832
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable:		
Trade	$ 4,435,856	$ 5,551,728
Affiliate	4,298,134	643,348
Current maturities of long-term debt	-	1,988,638
Current portion of capital lease obligations	1,079,107	1,036,964
Accrued expenses and taxes	896,766	929,859
Total current liabilities	10,709,863	10,150,537
Long-term debt, less current maturities	-	1,786,170
Capital lease obligations, less current portion	712,898	1,792,005
Accrued pension liability	4,238,516	3,823,741
	15,661,277	17,552,453
Stockholders' equity:		
Common stock	317,430	317,430
Additional paid-in capital	2,052,107	2,052,107
Retained earnings	55,002,125	38,534,185
Accumulated other comprehensive loss	(2,420,114)	(2,050,343)
	54,951,548	38,853,379
	$ 70,612,825	$ 56,405,832

See accompanying notes to consolidated financial statements.

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Statements of Operations and Comprehensive Income
Years Ended December 31, 2019 and 2018

	2019	2018
Sales	$ 105,134,999	$ 85,109,895
Cost of sales	89,064,050	76,730,586
Gross profit from operations	16,070,949	8,379,309
Selling, general and administrative expenses	7,470,375	10,867,804
Profit (loss) from operations	8,600,574	(2,488,495)
Other income (expense):		
Other income	539,477	520,998
Gain on sale of property and equipment	7,592,955	2,524,415
Net periodic benefit cost	(45,004)	17,072
Interest expense	(218,062)	(73,153)
Income before income tax	16,469,940	500,837
State income tax	2,000	2,000
Net income	16,467,940	498,837
Other comprehensive income (loss):		
Net gain (loss) on pension plan assets	(449,852)	21,592
Gain from curtailment	-	327,151
Amortization of pension plan prior service cost	(38,021)	(38,022)
Amortization of pension plan net loss	118,102	136,250
	(369,771)	446,971
Comprehensive income	$ 16,098,169	$ 945,808

See accompanying notes to consolidated financial statements.

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Statements of Changes in Stockholders' Equity
Years Ended December 31, 2019 and 2018

	Common Stock	Additional Paid-In Capital
Balance January 1, 2018	$ 317,430	$ 2,052,107
Net income	-	-
Other comprehensive income	-	-
Distribution to stockholders	-	-
Balance December 31, 2018	317,430	2,052,107
Net income	-	-
Other comprehensive loss	-	-
Balance December 31, 2019	$ 317,430	$ 2,052,107

See accompanying notes to consolidated financial statements.

Retained Earnings	Accumulated Other Comprehensive Loss	Total
$ 41,965,374	$ (2,497,314)	$ 41,837,597
498,837	-	498,837
-	446,971	446,971
(3,930,026)	-	(3,930,026)
38,534,185	(2,050,343)	38,853,379
16,467,940	-	16,467,940
-	(369,771)	(369,771)
$ 55,002,125	$ (2,420,114)	$ 54,951,548

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows
Years Ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net income	$ 16,467,940	$ 498,837
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	6,188,788	5,669,094
Gain on sale of property and equipment	(7,592,955)	(2,524,415)
Bad debt expense	22,256	67,776
(Increase) decrease in assets:		
Accounts receivable:		
Trade	(14,519)	(2,576,630)
Affiliate	(10,513,710)	(4,868,137)
Inventories	245,688	(213,567)
Prepaid taxes and expenses	12,814	6,981
Increase (decrease) in liabilities:		
Accounts payable		
Trade	(1,115,872)	2,308,387
Affiliate	3,654,786	601,821
Accrued expenses and taxes	(33,093)	(705,181)
Accrued pension liability	45,005	115,547
Net cash provided by (used in) operating activities	7,367,128	(1,619,487)
Cash flows from investing activities:		
Purchases of property and equipment	(6,369,798)	(4,884,889)
Proceeds from sale of property and equipment	8,099,706	2,610,592
Net cash provided by (used in) investing activities	1,729,908	(2,274,297)
Cash flows from financing activities:		
Distributions to stockholders	-	(3,930,026)
Proceeds from long-term debt	-	5,965,913
Repayment of long-term debt	(3,774,808)	(2,191,105)
Repayments of capital lease obligations	(1,036,964)	(364,041)
Net cash used in financing activities	(4,811,772)	(519,259)
Net increase (decrease) in cash and cash equivalents	4,285,264	(4,413,043)
Cash and cash equivalents:		
Beginning of year	3,526,010	7,939,053
End of year	$ 7,811,274	$ 3,526,010
Supplemental disclosure of cash flow information:		
Income taxes paid	$ 2,000	$ 2,000
Interest paid	$ 218,062	$ 73,153
Supplemental disclosure of noncash investing and financing activities:		
Purchase of equipment with capital leases	$ -	$ 3,193,010

See accompanying notes to consolidated financial statements.

(1) Nature of Business

Eureka Stone Quarry, Inc. and Subsidiary (the Company) is a supplier of building materials, incorporated on January 24, 1955, under the by-laws of the Commonwealth of Pennsylvania. The Company mines sand and stone and manufactures concrete and asphalt paving materials. The Company sells primarily to general contractors and state and local governments throughout Pennsylvania and New Jersey.

(2) Summary of Significant Accounting Policies

Adopted Accounting Pronouncements

Retirement Benefits

In March 2017, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2017-07, *Compensation - Retirement Benefits*, which requires an employer who offers defined benefit and postretirement benefit plans to report the service cost component of the net periodic benefit cost in the same line item or items as other compensation cost arising from services rendered by employees during the period. The other components of net periodic benefit costs are required to be presented on a retrospective basis in the income statement separately from the service cost component and outside a subtotal of income from operations. ASU 2017-07 is effective for periods beginning after December 15, 2018. The Company adopted this pronouncement in the accompanying consolidated financial statements, and has retrospectively applied the pronouncement in the 2018 consolidated statement of operations and comprehensive loss. As a result, the Company's 2018 loss from operations was increased by $17,072.

Revenue Recognition

In May 2014, FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606), which updates the accounting guidance on revenue recognition. This standard is intended to provide a more robust framework for addressing revenue issues, improve comparability of revenue recognition practices, and improve disclosure requirements. The standard is effective for the Company's 2019 financial statements.

Effective January 1, 2019, the Company adopted FASB *Accounting Standards Codification* (ASC) 606 using the modified retrospective method. As a result, the Company applied ASC 606 only to contracts that were not completed as of December 31, 2018. There was no adjustment to opening retained earnings at January 1, 2019.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Principles of Consolidation

The consolidated financial statements include the financial statements of Eureka Stone Quarry, Inc. and its wholly-owned subsidiary, Contractor's Hauling Service, Inc. All significant intercompany balances and transactions have been eliminated in consolidation.

Revenue and Cost Recognition

The Company primarily sells crushed stone products that are picked up by or shipped to the customer directly from the quarry. The Company recognizes revenue at the point in time when control of the product is transferred to the customer, typically when the customer picks up the aggregate, or the aggregate is shipped. Revenues include sales of materials and services to customers, net of discounts or allowances, if any, and include freight and delivery costs billed to customers. Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue. Payment is typically due at point of sale or 30 days from the transaction date. The Company has elected to account for shipping and handling activities as fulfillment costs. There are no significant costs associated with obtaining customer contracts.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand; cash in banks and certain highly liquid investments with initial maturities of three months or less at the time of purchase.

Accounts Receivable, Trade

Accounts receivable arise in the normal course of business and are recorded based on revenue earned. Accounts are charged to the allowance for bad debts as they are deemed uncollectible based on a periodic review of the accounts. The Company performs ongoing credit evaluations of its customers and generally does not require collateral. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is provided. The Company does not have any significant financing components as payment is received at or shortly after billing.

Inventories

Inventories, consisting primarily of processed sand and stone, are valued at the lower of cost or net realizable value, with cost determined by the first-in, first-out method.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Property, Plant and Equipment

Property, plant and equipment are recorded at cost. Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of the assets are capitalized. All assets which are fully depreciated have been removed from the accounts.

Depreciation of property, plant and equipment is computed using the straight-line and accelerated methods over the estimated useful lives of the various classes of assets, as follows:

	Years
Buildings	25-40
Trucks	3-8
Machinery and equipment	8
Passenger automobiles	3
Furniture and fixtures	3-5

Depreciation expense for the years ended December 31, 2019 and 2018 was $6,188,788 and $5,669,094, respectively.

Reclamation Costs

Reclamation costs are the costs that will be incurred by the Company to close the quarry after quarrying operations have ended. Because of the length of time that the quarries are expected to be in operation and based on current legal requirements and the current mining plan, management believes that the amount to be incurred at a future time is not material in relation to the consolidated financial statements as a whole.

Income Taxes

The Company has elected to be treated as a small business corporation (S corporation) for both federal and state income tax purposes. Accordingly, the Company is not a taxable entity and elements of income and expense flow through and are taxed to the stockholders on an individual basis. Therefore, the provision for corporate income taxes has been limited to a surtax on income imposed by the State of New Jersey.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Income Taxes, Continued

FASB *Accounting Standards Codification* (ASC) 740, *Income Taxes,* is the authoritative pronouncement on accounting for and reporting income tax liabilities and expense. FASB ASC 740 prescribes a more-likely-than-not recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken. In addition, FASB ASC 740 provides guidance on derecognition, classification and disclosure. The Company is subject to routine tax examinations by federal and state tax authorities, but is no longer subject to tax examinations for tax years before 2016. Management has evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. It is difficult to predict the final timing and resolution of any particular uncertain tax position. Based on the Company's assessment of many factors, including past experience and judgments about future events, the Company does not currently anticipate significant changes in its uncertain tax positions over the next twelve months.

Comprehensive Income

Accounting principles generally require that recognized revenue, expense, gains and losses be included in net income. Certain changes in assets and liabilities, such as certain amounts recognized related to defined benefit pension and postretirement benefit plans (net actuarial gains and losses), are reported as a direct adjustment to the equity section of the consolidated balance sheets. Such items, along with net income or loss, are considered components of comprehensive income.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents and accounts receivable.

Continued...

(2) Summary of Significant Accounting Policies, Continued

Concentrations of Credit Risk, Continued

Cash and cash equivalents are maintained in various financial institutions and, at times, balances may exceed federally insured limits. The Company has never experienced any losses related to these balances.

Accounts receivable are dispersed among the Company's many customers. The Company performs ongoing credit evaluations of its customers' account performance and financial condition and does not generally require collateral.

Recent Accounting Pronouncement

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842) and subsequently issued related ASUs. ASU 2016-02 improves transparency and comparability among companies by requiring recognition of lease assets and lease liabilities on the balance sheet, except for leases with lease terms of 12 months or less. Lease assets represent the right to use the underlying asset for the lease term, and lease liabilities represent the liability to make lease payments. Companies are also required to disclose key information about leasing arrangements. ASU 2016-02 is effective for annual periods beginning after December 15, 2021, with early application permitted. The Company is currently evaluating the impact of the provisions of the ASU.

Subsequent Events

The Company has performed an evaluation of subsequent events through June 12, 2020, which is the date the consolidated financial statements were available to be issued.

(3) Fair Value Measurements

The Company follows FASB ASC 820, *Fair Value Measurements and Disclosures*, which establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America, and expands disclosure about fair value measurements. The standard requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

Continued...

(3) Fair Value Measurements, Continued

The asset fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

For the years ended December 31, 2019 and 2018, the application of valuation techniques applied to similar assets and liabilities has been consistent.

(4) Long-Term Debt

In November 2018, the Company entered into a term loan agreement with a bank for $5,965,913, which was used to pay the settlement of a pension partial withdrawal liability (Note 6). The loan bore interest at a fixed rate of 4.24% and was payable in monthly principal installments of $165,720 plus interest. The term loan was repaid in full during 2019.

(5) Obligations under Capital Leases

The Company leases equipment under leases that expire at various dates through September 2021, which are classified as capital leases for financial reporting purposes. An asset is recorded at the lower of the present value of the future minimum lease payments or the fair value of the assets. The lease obligation is collateralized by the underlying equipment.

The following is a summary of property and equipment held under the capital leases at December 31, 2019 and 2018:

	2019	2018
Equipment	$ 3,545,902	$ 3,545,902
Accumulated depreciation	(664,866)	(221,622)
	$ 2,881,036	$ 3,324,280

Continued...

(5) Obligations under Capital Leases, Continued

Future minimum lease payments under the capital leases as of December 31, 2019 are as follows:

Year Ending December 31,	Amount
2020	$1,131,084
2021	723,401
Total mimum lease payments	1,854,485
Amount representing interest	(62,480)
Present value of net minimum lease payments	$1,792,005

(6) Employee Benefit Plans

Pension Plan

The Company, in conjunction with a related entity, participates in a noncontributory defined benefit plan covering all nonunion employees. The plan's benefit is based upon years of service, and monthly and average monthly earnings (as defined). The Company's policy is to fund the plan annually in accordance with statutory and regulatory guidelines.

Effective January 1, 2012, management elected to freeze entry into the plan, while employees in the plan at that date continued to accrue additional benefits at reduced rates. Effective December 31, 2018, all future benefit accruals were frozen, and as a result, the projected benefit obligation was reduced to the accumulated benefit obligation and a curtailment gain of $327,151 was recognized in other comprehensive income for the year ended December 31, 2018.

Continued...

(6) Employee Benefit Plans, Continued

Pension Plan, Continued

Obligation and Funded Status

The following table sets forth the funded status of the plan as of December 31, 2019 and 2018 and other plan activity for the years then ended.

	2019	2018
Obligation and funded status at end of years:		
Fair value of plan assets	$19,475,951	$17,041,728
Projected benefit obligation	26,145,300	23,067,200
Funded status	$ (6,669,349)	$ (6,025,472)
Accumulated benefit obligation	$26,145,300	$23,067,200
Employers' contributions	$ 185,874	$ 250,929
Benefits paid	$ (1,044,717)	$ (1,015,222)

The Company recognized the following on its financial statements based on management's allocation of its participation in the plan:

	2019	2018
Amounts recognized on the balance sheets consist of:		
Accrued pension liability	$ 4,238,516	$3,823,741
Amounts recognized in accumulated other comprehensive loss consist of:		
Unrecognized net loss	$ 2,732,601	$2,400,852
Unrecognized prior service cost	(312,487)	(350,509)
Total recognized in accumulated other comprehensive loss	$ 2,420,114	$2,050,343

Continued...

(6) **Employee Benefit Plans, Continued**

Pension Plan, Continued

Obligation and Funded Status, Continued

Net periodic benefit cost	$ 45,004	$ 201,755
Other changes in plan assets and benefit obligations recognized in other comprehensive income (loss):		
Net gain	(449,852)	21,592
Gain from curtailment	-	327,151
Amortization of prior service cost	(38,021)	(38,022)
Amortization of net loss	118,102	136,250
Total other changes in plan assets and benefit obligations recognized in other comprehensive income	(369,771)	446,971
Total recognized in net periodic benefit cost and other comprehensive income	$ 414,775	$ (245,216)

The estimated net loss that will be amortized from accumulated other comprehensive loss into net periodic benefit cost in 2020 is $142,450.

Assumptions:

	2019	2018
Weighted-average assumptions used to determine benefit obligations at end of year:		
Discount rate	3.06%	4.10%
Rate of compensation increase	n/a	3.50%
Weighted-average assumptions used to determine net periodic benefit costs for the year:		
Discount rate	4.10%	3.48%
Expected long-term rate of return on plan assets	6.00%	6.00%
Rate of compensation increase	n/a	3.50%

The expected long-term rate of return on plan assets reflects the average rate of earnings expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. The selected rate considers the historical and expected future investment trends of the present and expected assets in the plan.

Continued...

(6) Employee Benefit Plans, Continued

Pension Plan, Continued

Plan Assets

Plan assets are invested in shares of registered investment companies and a cash account at December 31, 2019 and 2018. Investments are valued by the fund trustee based on quoted market prices and are considered to be a level 1 investment in accordance with the fair value measurements hierarchy.

	December 31, 2019			
	Total	Level 1	Level 2	Level 3
Registered investment companies	$18,857,921	$18,857,921	$ -	$ -

	December 31, 2018			
	Total	Level 1	Level 2	Level 3
Registered investment companies	$16,776,447	$16,776,447	$ -	$ -

The plan's weighted-average asset allocations, by asset category, are as follows at December 31:

	2019	2018
Debt securities	34 %	37 %
Equity securities	62 %	62 %
Cash and equivalent funds	4 %	1 %
	100 %	100 %

Continued...

(6) Employee Benefit Plans, Continued

Pension Plan, Continued

Plan Assets, Continued

The objective of the portfolio is to provide a total return commensurate with the portfolio's risk while complying with all applicable trust, fiduciary and due diligence requirements that experienced investment professionals would be expected to follow, and to comply with all applicable federal, state and local laws, rules and regulations. The target asset allocations for the plan's asset categories are expected to fall within the following percentage ranges:

Debt securities	25% to 50%
Equity securities	45% to 70%
Cash and equivalent funds	0% to 10%

Cash Flows

The Company made no contributions to the Plan in 2019. The Company contributed $86,208 to the plan in 2018.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid by the plan:

Year Ending December 31,	Amount
2020	$1,167,000
2021	$1,185,700
2022	$1,202,200
2023	$1,230,800
2024	$1,277,000
2025-2029	$6,595,000

Continued...

(6) Employee Benefit Plans, Continued

Pension Plan, Continued

Multi-Employer Pension Plans

The Company contributes to multi-employer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in the multiemployer plans are different from single-employer plans in the following aspects: (a) Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers. (b) If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.

If the Company chooses to stop participating in the multi-employer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability. The Company's participation in the plans for the annual periods ended December 31, 2019, is outlined in the table below. The 'EIN/Pension Plan Number' column provides the Employee Identification Number (EIN) and the three-digit plan number, if applicable. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2019 and 2018 is for the plan's year end at December 31, 2018 and December 31, 2017. The zone status is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded, and plans in the green zone are at least 80% funded. The 'FIP/RP Status Pending/Implemented' column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration date of the collective-bargaining agreement to which the plan is subject. There have been no significant changes, other than volume, that affect the comparability of 2019 and 2018 contributions.

Pension Fund	EIN/Pension Plan Number	Certified Pension Protection Act Zone Status as of December 31, 2019	2018	FIP/RB Status Pending/ Implemented	Contributions 2019	2018	Surcharge Imposed	Expiration Date of Collective Bargaining Agreement
Laborers' Local 57 Industrial Pension Plan of Philadelphia, PA	23-1627410	Green - 7/1/2019	Green - 7/1/2018	No	$ 292,450	$ 256,404	No	6/30/2020
Laborers Local Union No. 158 Pension Fund	23-6580323	Green - 1/1/2019	Green - 1/1/2018	No	$ 321,500	$ 351,318	No	4/30/2025

Continued...

(6) Employee Benefit Plans, Continued

Pension Plan, Continued

Multi-Employer Pension Plans, Continued

Pension Fund	EIN/Pension Plan Number	Certified Pension Protection Act Zone Status as of December 31, 2019	2018	FIP/RB Status Pending/ Implemented	Contributions 2019	2018	Surcharge Imposed	Expiration Date of Collective Bargaining Agreement
Teamsters Pension Trust Fund of Philadelphia & Vicinity	23-1511735	Yellow - 1/1/2019	Yellow - 1/1/2018	Implemented	$ 57,476	$ 51,898	No	4/30/2022
Central Pennsylvania Teamsters Defined Benefit Plan	23-6262789	Green - 1/1/2019	Green - 1/1/2018	No	$ 4,262	$ 10,749	No	4/30/2022
LIUNA National (Industrial) Pension Fund	52-6074345	Yellow - 1/1/2019	Yellow - 1/1/2018	Implemented	$ 25,331	$ 22,253	No	3/31/2021
Central Pension Fund of the IUOE and Participating Employers	36-6052390	Green - 2/1/2019	Green - 2/1/2018	No	$ 62,387	$ 71,421	No	7/24/2024

During 2017 and 2018, the Company received two partial withdrawal liability assessments from the Teamsters Pension Trust Fund of Philadelphia and Vicinity (Pension Fund) based upon an alleged 70 percent decline of its annual contribution base during the three year periods 2012 to 2014 and 2013 to 2015. The Company submitted to the Pension Fund a request for review based on the application of the labor dispute exemption under ERISA. Upon review, and after making required periodic payments during 2017 and 2018, the Company agreed to a final settlement of the assessments of $5,965,913, which was paid to the Pension Fund in November 2018. The settlement amount was funded by a term loan (Note 4) and was included in selling, general and administrative expenses in the accompanying consolidated statements of operations and comprehensive income for year ended December 31, 2018.

401(k) Plan

The Company, in conjunction with a related party, sponsors a defined contribution 401(k) plan covering all full-time employees of the Company, except for employees whose employment is governed by a collective bargaining agreement. Participants may contribute up to the maximum percentage allowed by law. The Company may make a discretionary matching contribution as well as contribute additional profit sharing amounts as determined by the Board of Directors.

(7) Collective Bargaining Agreements

The Company is subject to the terms of various union agreements. These union agreements mandate wage rates, working hours, working conditions and other related policies and procedures for covered employees. The agreements expire at various times through July 2024.

(8) Contingent Liabilities

The Company is involved in various legal proceedings and litigation arising in the ordinary course of business. In the opinion of management, the outcome of such proceedings and litigation will not have a material adverse effect on the Company's financial position.

(9) Common Stock

Common stock consists of the following as of December 31:

	2019	2018
Class A common, voting, par value $1 per share; authorized 100,000 shares, issued and outstanding 48,450 shares.	$ 48,450	$ 48,450
Class B common, non-voting, par value $1 per share; authorized 300,000 shares, issued and outstanding 268,980 shares.	268,980	268,980
	$317,430	$317,430

(10) Related Party Transactions

During the years ended December 31, 2019 and 2018, the Company sold materials to and purchased materials and services from an affiliated corporation controlled by the principal stockholder of the Company. In addition, the Company reimbursed certain costs which the affiliate originally paid. Certain transactions between the Company and the affiliated corporation are not always on terms equivalent to those that prevail in arm's-length transactions. Related party transactions between the Company and this affiliate for the years ended December 31, are summarized as follows:

	2019	2018
Raw material purchases	$1,512,970	$ 1,904,344
Sales of material	$28,181,090	$ 24,682,411
Plant rental expense	$219,781	$ 155,030
Reimbursable costs	$2,693,928	$ 3,333,770

(11) Subsequent Events

COVID-19

In December 2019, a novel strain of coronavirus disease ("COVID-19") was first reported in Wuhan, China. Less than four months later, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic. The extent of COVID-19's effect on the Company's operational and financial performance will depend on future developments, including the duration, spread and intensity of the pandemic, all of which are uncertain and difficult considering the rapidly evolving landscape. As the pandemic continues to evolve into a worldwide health crisis, the disease could have an adverse effect on the Company's activities, results of operations, financial condition, and cash flows.

CARES Act and Paycheck Protection Program

In April 2020, the Company applied for, was approved for and received disbursement of a loan in the amount of approximately $4.6 million from its primary lender pursuant to the Paycheck Protection Program (PPP) administered by the United States Small Business Administration and authorized by the Keeping American Workers Employed and Paid Act, which is part of the Coronavirus Aid, Relief, and Economic Security Act, enacted on March 27, 2020. There can be no assurance that any portion of the loan will be forgiven pursuant to the terms of the PPP and the Company may be responsible for repayment of the entire principal balance in equal monthly installments, plus interest accruing at an annual rate of 1%, over a period ranging from one to five years, as agreed to by the lender.

SUPPLEMENTARY INFORMATION

Schedule I

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Balance Sheet - By Division
December 31, 2019

	Quarry Division	Concrete Division	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 6,083,629	$ 1,727,645	$ 7,811,274
Accounts receivable:			
Trade	2,841,413	7,752,049	10,593,462
Affiliate	15,393,287	-	15,393,287
Inventories	2,930,097	581,029	3,511,126
Advance, interdivision	(3,801,890)	3,801,890	-
Prepaid taxes and expenses	179,375	41,503	220,878
Total current assets	23,625,911	13,904,116	37,530,027
Property, plant and equipment:			
Land	2,634,964	701,522	3,336,486
Quarry stone reserves	3,713,653	2,173,652	5,887,305
Buildings	997,056	888,263	1,885,319
Machinery and equipment	37,299,777	8,050,565	45,350,342
Furniture and fixtures	6,249	86,628	92,877
Automobiles and trucks	2,142,711	9,833,473	11,976,184
Construction-in-progress	-	10,500	10,500
	46,794,410	21,744,603	68,539,013
Accumulated depreciation and depletion	(25,430,372)	(10,042,993)	(35,473,365)
Property, plant and equipment, net	21,364,038	11,701,610	33,065,648
Other assets	-	17,150	17,150
	$ 44,989,949	$ 25,622,876	$ 70,612,825
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Accounts payable:			
Trade	$ 2,442,136	$ 1,993,720	$ 4,435,856
Affiliate	-	4,298,134	4,298,134
Current portion of capital lease obligations	-	1,079,107	1,079,107
Accrued expenses and taxes	570,481	326,285	896,766
Total current liabilities	3,012,617	7,697,246	10,709,863
Capital lease obligations, less current portion	-	712,898	712,898
Accrued pension liability	4,238,516	-	4,238,516
	7,251,133	8,410,144	15,661,277
Stockholders' equity:			
Common stock	317,430	-	317,430
Additional paid-in capital	2,052,107	-	2,052,107
Retained earnings	37,789,393	17,212,732	55,002,125
Accumulated other comprehensive loss	(2,420,114)	-	(2,420,114)
	37,738,816	17,212,732	54,951,548
	$ 44,989,949	$ 25,622,876	$ 70,612,825

Schedule II

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Statement of Operations and Retained Earnings - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Eliminations	Total
Sales	$ 69,626,692	$ 44,225,996	$ (8,717,689)	$ 105,134,999
Cost of sales	58,823,877	38,957,862	(8,717,689)	89,064,050
Gross profit from operations	10,802,815	5,268,134	-	16,070,949
Selling, general and administrative expenses	2,558,170	4,912,205	-	7,470,375
Income from operations	8,244,645	355,929	-	8,600,574
Other income, net	7,582,948	286,418	-	7,869,366
Income before income tax	15,827,593	642,347	-	16,469,940
State income tax	-	2,000	-	2,000
Net income	15,827,593	640,347	-	16,467,940
Retained earnings: Beginning of year	21,321,453	17,212,732	-	38,534,185
Interdivision transfer	640,347	(640,347)	-	-
End of year	$ 37,789,393	$ 17,212,732	$ -	$ 55,002,125

Schedule III

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Statement of Cash Flows - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Total
Cash flows from operating activities:			
Net income	$ 15,827,593	$ 640,347	$ 16,467,940
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	4,119,902	2,068,886	6,188,788
Gain on sale of property and equipment	(7,353,135)	(239,820)	(7,592,955)
Bad debt expense	-	22,256	22,256
(Increase) decrease in assets:			
Accounts receivable:			
Trade	485,367	(499,886)	(14,519)
Affiliate	(10,513,710)	-	(10,513,710)
Inventories	54,728	190,960	245,688
Advances, interdivision	(1,780,096)	1,780,096	-
Prepaid taxes and expenses	11,746	1,068	12,814
Increase (decrease) in liabilities:			
Accounts payable:			
Trade	790,558	(1,906,430)	(1,115,872)
Affiliate	-	3,654,786	3,654,786
Accrued expenses and taxes	(170,643)	137,550	(33,093)
Accrued pension liability	45,005	-	45,005
Net cash provided by operating activities	1,517,315	5,849,813	7,367,128
Cash flows from investing activities:			
Purchases of property and equipment	(4,940,781)	(1,429,017)	(6,369,798)
Proceeds from sale of property and equipment	7,859,886	239,820	8,099,706
Net cash provided by (used in) investing activities	2,919,105	(1,189,197)	1,729,908
Cash flows from financing activities:			
Repayment of long-term debt	-	(3,774,808)	(3,774,808)
Repayments of capital lease obligations	-	(1,036,964)	(1,036,964)
Net cash used in financing activities	-	(4,811,772)	(4,811,772)
Net increase (decrease) in cash and cash equivalents	4,436,420	(151,156)	4,285,264
Cash and cash equivalents:			
Beginning of year	1,647,209	1,878,801	3,526,010
End of year	$ 6,083,629	$ 1,727,645	$ 7,811,274
Supplemental disclosure of cash flow information:			
Income taxes paid	$ -	$ 2,000	$ 2,000
Interest paid	$ -	$ 218,062	$ 218,062
Supplemental schedule of noncash transactions:			
Interdivision transfer of equity	$ 640,347	$ (640,347)	$ -

Schedule IV

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Cost of Sales - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Total
Inventories, beginning of year	$ 2,984,825	$ 771,989	$ 3,756,814
Purchases	21,928,244	18,806,279	40,734,523
Manufacturing costs:			
Salaries and wages	8,083,758	7,788,910	15,872,668
Payroll taxes	885,617	788,319	1,673,936
Blasting	1,343,763	-	1,343,763
Diesel fuel	2,858,993	1,913,018	4,772,011
Insurance	1,933,732	1,540,149	3,473,881
Maintenance contract	530,000	-	530,000
Miscellaneous	675,298	933,717	1,609,015
Heating oil	-	205,894	205,894
Electric	1,321,920	372,768	1,694,688
Repairs	7,259,976	2,168,478	9,428,454
Tires	249,339	227,922	477,261
Welding	527,769	-	527,769
Rental of facilities	-	215,880	215,880
Certification and inspection	-	2,838	2,838
Licenses	45,355	308,209	353,564
Depreciation	4,119,902	2,068,886	6,188,788
Welfare and pension funds	1,988,805	1,425,635	3,414,440
Hauling	5,016,678	-	5,016,678
Total manufacturing costs	36,840,905	19,960,623	56,801,528
	61,753,974	39,538,891	101,292,865
Inventories, end of year	2,930,097	581,029	3,511,126
Cost of sales, gross	$ 58,823,877	$ 38,957,862	97,781,739
Interdivisional sales			(8,717,689)
Cost of sales, net			$ 89,064,050

Schedule V

EUREKA STONE QUARRY, INC. AND SUBSIDIARY

Supplementary Information
Consolidating Selling, General and Administrative Expenses and Other Income - By Division
Year Ended December 31, 2019

	Quarry Division	Concrete Division	Total
Selling, general and administrative expenses:			
Officers' salaries	$ 175,020	$ 185,983	$ 361,003
Office salaries and wages	603,165	469,369	1,072,534
Advertising	-	43,249	43,249
Bank fees	-	67,462	67,462
Bad debt expense	-	22,256	22,256
Computer expenses	80,817	124,332	205,149
Consultants' fees	72,807	-	72,807
Contributions	700	8,000	8,700
Dues and subscriptions	1,500	18,954	20,454
Tolls	-	125,554	125,554
Legal and accounting	153,781	2,507,919	2,661,700
Retirement costs	391,995	417,826	809,821
Postage	12,131	11,175	23,306
Sales expense	17,159	63,038	80,197
Stationary and supplies	23,422	94,340	117,762
Taxes:			
Real estate	906,351	596,317	1,502,668
State and local	(4,310)	7,172	2,862
Telephone	123,632	149,259	272,891
	$ 2,558,170	$ 4,912,205	$ 7,470,375
Other income (expense):			
Interest expense	$ -	$ (218,062)	$ (218,062)
Net periodic benefit cost	(45,004)	-	(45,004)
Bank fees	(134,735)	341	(134,394)
Miscellaneous	211,653	60,646	272,299
Rental income	214,212	155,812	370,024
Service charges, net	(16,313)	47,861	31,548
Gain on sale of property and equipment	7,353,135	239,820	7,592,955
	$ 7,582,948	$ 286,418	$ 7,869,366

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Eureka Stone Quarry, Inc.
300 Lower State Road
Chalfont, PA 18914

COVERAGES CERTIFICATE NUMBER: W20392492 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50803363	04/30/2020	04/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WORKERS' COMPENSATION COVERAGE IS NOT PROVIDED IN THE FOLLOWING MONOPOLISTIC STATES - OH, ND, WY AND WA. BY LAW, OVERAGE MUST BE PURCHASED THROUGH THE APPLICABLE STATE FUND)

ERTIFICATE HOLDER

vidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Article 5 – Interpretations and Addenda

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Department of Public Works, Abington Township through the Highway Superintendent of Public Works. Interpretation or clarification considered necessary to the department of Public Works of Abington Township in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by the Public Works Department of Abington Township as having received Bidding Documents. Questions received less than ten (10) days prior to the date of the opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Each Bidder shall acknowledge any Addenda in writing as part of the Bid Proposal.

Article 6 – Bid Security

6.1 Each Bid must be accompanied by Bid Security made payable to Owner in an amount of ten (10%) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety authorized to conduct business in the Commonwealth of Pennsylvania.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days of the Notice of Award, the Bid Security of the Bidder's The Bid Security submitted by any Bidder who Owner believes to have a reasonable chance of receiving the award may be retained by Owner for a period of sixty (60) days from the date of bid opening.

Article 7 – Contract Time

7.1 The number of days within which, or the dates by which the Work is to be delivered to the Owner and ready for Owner's acceptance of delivery, is set forth in the Bid Proposal.

A. When the Bidder is bidding on Road and other Materials, the length of the Contract shall run one (1) calendar year starting from the date the Owner executes the Contract.

Article 8 – Substitute or "OR Equal" Term

The Contract, if awarded will be on the basis of parts, materials, equipment, labor and services specified in Article IV of the Bid Proposal without consideration of possible substitutes of "Or Equal" terms.

Article 9 – Subcontractors, Suppliers and Others

9.1 Each Bid must be accompanied by a written identification of all Subcontractors and Suppliers.

9.2 The Bidder shall be required to obtain Owner's written consent prior to substituting alternate Subcontractors or Suppliers.

9.3 The Bidder may not Subcontract other portions of the Work without Owner's written consent.

9.4 The Bidder may be required to provide an appropriate reduction in contract price to Owner, where applicable, for substitutions of Subcontractors or Suppliers.

9.5 No Bidder shall be required to employ any Subcontractor, Supplier, or Other person or organization against whom the Bidder has reasonable objection.

Article 10 – Bid Proposal

10.1 The Bid Proposal is included with the Bidding Documents; additional copies may be obtained electronically and at no cost on PennBid.

10.2 All blanks on the Bid Proposal must be completed in ink or typed.

10.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signatures.

10.6 The bid shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on the Bid Proposal).

10.7 The address and telephone number for communications regarding the Bid must be shown.

10.8 Bids must be priced on a lump sum basis for the base contract and include a separate price for each part described in the Bid Specifications as provided for in the Bid Proposal. Bid for Part "I", Part "II" and Part "III" will be awarded separately.

10.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

Article 11 – Submission of Bids

11 Bids shall be submitted electronically via PennBid.

11.1 Prospective Bidders are expected to submit with their Bid Proposal one copy of the Bid Bond, a Non-Collusion Affidavit, Financial Statement, Experience Record with List of Subcontractors, Suppliers and Others. The Bidding Documents may be retained by the Bidder.

Article 12 – Modifications and Withdrawal of Bids

12.1 Bids may be modified or withdrawn electronically at any time prior to the opening of Bids.

12.2 Bids may be withdrawn after bid opening only as set forth in PA Act 4 Pennsylvania Public Contract Bid Withdrawal Law, 72 P.S. § 1601 *et seq.* (Act 4 of 1974), as amended from time to time. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents or supplying any material/labor or performing any work to any person to whom a contract for this work is awarded.

Article 13 – Opening of Bids

13.1 Bids will be opened and displayed publicly on PennBid as listed in the Notice to Bidders.

Article 14 – Acceptance of Bids

14.1 All Bids will remain subject to acceptance for sixty (60) days after the day of Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

Article 15 – Award of Contract

15.1 Owner reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive, unbalanced or unconditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit of process will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the Bid Proposal.

15.3 Owner may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work as to which the identity of the Subcontractors and Suppliers must be submitted.

15.4 Owner may conduct such investigation as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors and Suppliers to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.

15.5 If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award still be in the best interests of the Township of Abington.

15.6 If the contract is to be awarded Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

15.7 Bids for Part "I", Part "II", and Part "III" will be awarded separately.

Articles 16 – Contract Security

16.1 When the Successful Bidder delivers the contract to the Owner, it must be accompanied by the required performance bond. Each Bid Proposal shall be accompanied by a consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state that the surety bond and any bond that is made a condition of the awarding of this contract and anywhere in this proposal will be provided.

Article 17 – Signing of Contract

17.1 When Owner gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract. Within five (5) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract to Owner with the required Performance Bond. Within thirty (30) days thereafter Owner shall deliver one fully signed Counterpart to Successful Bidder.

Article 18 – Sales and Use Taxes

18.1 The Township is exempt from Federal tax and Pennsylvania State, Sales and Use taxes on all goods and services it purchases. Said taxes shall not be included in the Contract price.

Article 19 - Right to Know Law

19.1 The Pennsylvania Right-to-Know-Law provides for the access to public records to legal residents of the United States. If you submit a bid, please be aware that under the Right-to-Know-Law all bidding documents will be subject to disclosure upon request. If you are the successful bidder, documents in your possession which directly relate to the governmental function of Abington Township and are not otherwise exempt under the Right-to-Know-Law may be considered a public record and may be subject to disclosure.

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY, PENNSYLVANIA

BID PROPOSAL

Project Identifications:

Proposal of:

Eureka Stone Quarry, Inc.

(Name)

P.O. Box 249, Chalfont, PA 18914

(Address)

an individual, partnership, corporation registered in the State of Pennsylvania (delete titles not applicable above) for furnishing all parts, materials, labor and services for the Superpave Materials - 2021, as specified in Article 4 herein for the Township of Abington, Montgomery County, Pennsylvania.

TO: Township of Abington
1176 Old York Road
Abington, PA 19001

Attention: Michael A. Jones, Highway Superintendent
Public Works Department

Article I: Pursuant to, and in compliance with your instructions, Bidders for the furnishing of all parts, material, equipment, labor and services for "SUPER PAVE MATERIAL" had having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders and Bid Proposal and all other documents bound therewith together with all addenda thereto the materials, equipment, labor, and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all addenda issued by the Owner prior to the date of opening of Bids whether received by undersigned or not, for the lump sum price as outlined in the space provided below.

Article II Bidder accepts all terms and conditions of Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within ten (10) days after the date of the Owners Notice of Award.

Article III: In submitting the Bid, Bidder represents that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged).

Date	Number
NONE	NONE

B. Bidder has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and laws and regulations that in any manner may affect cost or performance.

C. Bidder has correlated the results of all observations, examinations, investigations, explorations tests, reports and studies with the terms and conditions of the Bidding Documents.

D. Bidder has given the Department of Public Works Highway Superintendent, written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents.

E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder.

ARTICLE IV: The Bidder proposes and agrees to supply to the Township of Abington the following specified items all of which shall be for the prices set forth on Township provided Bid Forms.

BID FORM FOR SUPERPAVE MATERIAL

COMMISSIONERS OF ABINGTON TOWNSHIP
1176 Old York Road
Abington PA 19001

The undersigned herewith submits bids for furnishing Superpave Materials. All quantities are approximate. Quantities may be less or exceed the stated amounts at the Township's discretion.

Vendor: Eureka Stone Quarry, Inc.

Vendor Address: P.O. Box 249, Chalfont, PA 18914

Signature of Bidder: _____
Alice Meehan, Vice President

PART I: SUPERPAVE ASPHALT MIXTURE DESIGN SPECIFICATIONS: Delivered to Abington Township and deposited in Paver hopper.

Superpave Asphalt Mixture Design, 9.5 mm, PG 64 – 22, Wearing Course, 0.0 to 0.3 million ESAL's, SRL H, $ 55.95 Per Ton

Approximate Tons: 15,000 Tons

PART II SUPERPAVE ASPHALT MIXTURE DESIGN SPECIFICATIONS: Picked up at Vendor's Plant by Township trucks

Superpave Asphalt Mixture Design, 9.5 mm, PG 64 – 22,
Wearing Course, 0.0 to 0.3 million ESAL's, SRL H, $ 50.95 Per Ton

Approximate Tons: 600 Tons

PART III SUPERPAVE ASPHALT MIXTURE DESIGN SPECIFICATIONS:

Superpave Asphalt Mixture Design, 25.0 mm, PG 64 – 22,
Base Course, 0.0 to 0.3 million ESAL's, SRL H $ 42.45 Per Ton

Approximate Tons: 500 Tons Picked Up

Superpave Asphalt Mixture Design, 19.0 mm, PG 64 - 22,
Binder Course, 0.0 to 0.3 million ESAL's, SRL H $ 46.75 Per Ton

Approximate Tons: 500 Tons Picked Up

SPECIFICATIONS FOR SUPERPAVE MATERIALS

This composition of the Superpave Mix Designs with PG Binders.

Source of Aggregates: Eureka Stone Quarry, Inc.

Location of Plant: CHALFONT PA

Successful Bidder will be required to accept milled and/or broken blacktop removed in preparation of streets scheduled to be paved. This material will be transported by Abington Township only in the event that the Township deems no need for the material. Milled and/or broken blacktop will be hauled by Abington Township either prior, during or after paving.

Once material is delivered it is the responsibility of the successful Bidder to dispose of the material in a manner as deemed appropriate by all Local, State and Federal laws and guidelines.

NOTICE TO BIDDERS

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY PENNSYLVANIA

SEALED BIDS FOR "SUPERPAVE MATERIALS" ARE BEING ACCEPTED ELECTRONICALLY VIA PENNBID BY THE TOWNSHIP OF ABINGTON, DEPARTMENT OF PUBLIC WORKS BY 9:00 A.M., WEDNESDAY, MARCH 31, 2021. BIDS WILL BE OPENED AND DISPLAYED PUBLICLY ON PENNBID AT 10:00AM ON WEDNESDAY, MARCH 31, 2021.

SUPER PAVE MATERIAL

BIDS must show price for materials and/or equipment delivered to the Township Building, 1176 Old York Road.

THE TOWNSHIP reserves the right to reject any and all bids. A performance bond will be required from the successful bidder.

Bidding Documents including instructions to Bidders and Bid Proposals are available at no cost on PennBid.

Very truly yours,

Richard J. Manfredi
Township Manager

{01253603;v2}

3/24/2021 12:40:08 PM 178

COMMISSIONERS OF THE TOWNSHIP OF ABINGTON
C/o Richard J. Manfredi,
Township Manager
1176 Old York Road
Abington, Pennsylvania, 19001

To Whom It May Concern:

We hereby submit f.o.b., Township of Abington, Department of Public Works, Maintenance Garage, Dead-end of Florey Lane, Roslyn Pennsylvania, 19001 for furnishing the following in strict accordance with the attached specifications:

TOTAL BID $955,805.00

EXCLUDE Federal Tax and Pennsylvania Tax

Delivery on or before 3+/- from date of order

Enclosed is a Bid Bond in the amount equal to 10% of the Bid total $955,805.00

I understand that if our proposal is accepted by the Township, we will provide the Township with a Performance Bond for the full amount of the Bid, satisfactory to the Township Solicitor, to guarantee delivery of the superpave bid, in accordance with the attached specifications.

Glasgow, Inc.
Firm Name

104 Willow Grove Ave, PO Box 1089
Glenside, PA 19038
Address

By _____
Signature

Bruce B. Rambo, President

(215) 884-8800
Telephone Number

AbingtonTwp_BID PACKET 2021.pdf 2

GENERAL CONDITIONS

I. Addendum

The Township of Abington, reserves the right to correct, change, add or delete from the Bidding Documents by written addendum. Hereinafter, the Township of Abington shall be referred to as the "Township" or "Owner".

II. Assignment

Manufacturer or Bidder to whom an award is made shall not sublet, transfer, or assign the contract or any portion thereof to any person, firms or corporations without the prior written consent of the Township.

III. Award

Award of any contract hereunder may be made within (60) sixty days following the opening of the bids, and the Bidder agrees that his bid will remain open and subject to acceptance for a period of sixty (60) days after opening.

Part "I", Part "II", and Part "III" will be awarded separately.

In the event two or more responsive and responsible Bidders submit Bid Proposals that are in the exact same amount, the Township will utilize a coin flip to resolve the tie between or among the identical bids. In such event the Township will notify the affected Bidders forty-eight (48) hours prior to the coin flip to permit the Bidders to be present, if they so choose, to witness the coin flip. In addition, the coin flip shall be open to the public. The result of the coin flip shall be final and the award made to the Bidder chosen by the coin flip.

IV. Explanation of Bidding Documents

Any explanation or interpretation of the Bidding Documents by the Township of Abington shall be binding only if in the form of a written addendum. Oral or other explanations or interpretations made prior to the opening of the proposal shall not be binding and should not be relied upon by any Bidder.

V. Exceptions

A. Any deviation from the requirements of the Bidding Documents shall be itemized and fully set forth in a letter of exception attached to the proposal by the bidder and submitted with the proposal.

B. Itemization of exceptions shall whenever possible, be identified with the Section and Subsection to which they relate and set forth in the same sequence.

C. Unless exceptions taken by the Bidder are itemized in the above described method, the material or equipment to be furnished shall meet the requirements of the Bidding Documents in all detail.

VI. Guarantee or Warranties

Bidder is to set forth all guarantees or warranties to be received.

VII. Inquiries

Inquiries may be directed in writing to: Michael A. Jones, Superintendent
Public Works Highway Department
Abington Township
1176 Old York Road
Abington PA 19001

VIII. Law & Ordinances

Successful Bidder shall comply with all laws, ordinances, rules or regulations of any governmental body, agency or commission having jurisdiction in the matter and obtain all necessary permits.

IX. Patented Device

Successful Bidder shall defend and hold harmless the Township against any and all suits and assume all liability for any and all claims made against the Township or any of its officers or agents for the use of any patented device, process or article forming a part of the specified matter furnished under the contract.

X. Proposal

A. Each proposal shall be made on the proposed form attached hereto and same shall be fully completed.

B. Each proposal shall be submitted electronically via PennBid.

C. The facility from which the bidder proposes to make deliveries of material under this contract must be located within 17 statute miles, measured in a straight line, from the township's Public Works facility located at 2201 Florey Lane in the Roslyn section of Abington Township.

Contractor's Signature
Bruce B. Rambo, President

D. Proposal price to remain in effect subject to no increase during the time which an award is made.

E. Township reserves the right to extend the time for receipt and/or opening of proposals.

F. To reserve any consideration by the Township all bid proposals must be received for their opening electronically via PennBid by no later than 9:00 AM Eastern Standard Time.

G. Proposals will be opened by the Township on MARCH 31, 2021.

XI. Proposal Rejection

Township reserves the right to waive any informalities, to reject any or all Bids for any reason, as well as the right to award the contract as may appear in the best interest of the Township.

XII Payment

Payment shall be made on the basis of sixty (60) days after delivery and inspection of the product and/or sixty (60) days after each individual invoice for the product is received, whichever may apply.

V. Delivery

Delivery shall be made within a sixty (60) day time frame from receipt of order.

{01253603;v2}

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

AIA Document A310™ - 2010 Bid Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR
(Name, legal status and address):
Glasgow, Inc.
P.O. Box 1089
Glenside, PA 19038-1089

OWNER
(Name, legal status and address):
Abington Township
1176 Old York Road
Abington, PA 19001

BOND AMOUNT 10% Ten Percent of Amount Bid

SURETY
(Name, legal status and principal place of business):
Federal Insurance Company
202B Halls Mill Rd., PO Box 1650
Whitehouse Station, NJ 08889-1650

PROJECT
(Name, location or address, and Project number, if any)

2021 Superpave Materials, Abington Township, Montgomery County, PA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March, 2021

Glasgow, Inc.

By: _____

(Witness) RACHEL R. MCCOOL
SECRETARY

(Principal) BRUCE B. RAMBO
PRESIDENT

(Title)

(Corporate Seal)

Federal Insurance Company

By: _____

(Witness) Pablo Rios, Jr.

(Attorney-in-Fact) Wendy Lee Wadkins

FEDERAL INSURANCE COMPANY · INDIANA · (Corporate Seal)

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in AIA Document A310™ - 2010.

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Wendy Lee Wadkins

Surety Bond Number: Bid Bond
Obligee: Abington Township

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **November, 2019.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **1st** day of **November, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 31, 2021.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

3/24/2021 12:40:10 PM

EXPERIENCE RECORD

Complete the following experience record and attach same to the PROPOSAL covering work performed or contracts held, (whichever applies) during the past five (5) years.

Date Started	Date Finished	Amount of Contract	Name of Client	Name of Project
Please see attached sheet Schedule A				

(We are) (~~Xxxx~~) presently working on the following projects:

Please see attached sheet Schedule B

Have you ever defaulted on a project? Yes_____ No ✓

If yes, give the name of that contract was held with, name of bonding company and circumstances:

Glasgow, Inc.
Contractor

Date: March 31, 2021
By _____
Bruce B. Rambo, President

NOTE: This experience record must be submitted with the proposal, and failure to submit this, will be considered justification for rejection of the Bidder's proposal.

FINANCIAL STATEMENT OF BIDDER

NOTE: This affidavit must be executed and submitted with the Bid. The data furnished are for the information of the OWNER and will not be made public.

State of Pennsylvania :

: SS

County of Montgomery :

Glasgow, Inc., being duly sworn according to law, deposes and says that the following is a true statement of ~~(his) (their)~~ (its) financial condition at the end of the month preceding the date of ~~(his) (their)~~ (its) proposal to the Owner, attached hereto:

**Please see attached sheet* Schedule C*

BIDDER

Date: March 31, 2021 By:

Bruce B. Rambo, President

Sworn to and subscribed before me this 31st day of March, 20 21

Notary Public

NOTE: This financial statement must be submitted with the proposal and failure to submit will be considered justification for rejection of the Bidders Proposal.

Commonwealth of Pennsylvania - Notary Seal
Renata T. Nandial, Notary Public
Montgomery County
My commission expires April 6, 2024
Commission number 1297432

GLASGOW, INC.
HEAVY & HIGHWAY CONTRACTOR
MATERIALS PRODUCER

SCHEDULE A

MAJOR COMPLETED CONTRACTS

JOB	CONTRACTED PARTY	PROJECT LOCATION	CLASS OF WORK	CONTRACT AMOUNT	COMPLETION DATE
2146719	PA Turnpike Commission	I-276/I-95 Section D10, I-276 Milepost 355.6 to Milepost 356.8 and I-95 Milepost 40.4 to Milepost 42.4	Roadway Reconstruction	$9,838,471.46	Oct 2019
2176751	PennDOT Engineering District 6-0	Various Roads, Montgomery County	Street Paving	$4,581,098.33	Oct 2017
2176752	Plymouth Township	Various Roads, Plymouth Township, Montgomery Co.	2017 Road Program, Milling & Paving	$325,352.99	May 2017
2176753	Springfield Township	Various Roads, Springfield Township, Montgomery County	2017 Road Program, Milling & Paving	$549,849.90	Sep 2017
2176754	Hatfield Township	Various Roads, Hatfield Township, Montgomery County	2017 Road Program, Milling & Paving	$433,982.72	Sep 2017
2176755	Concord Township	Various Roads, Concord Township, Delaware County	2017 Road Program, Milling & Paving	$861,693.60	Aug 2017
2176756	Upper Uwchlan Township	Various Roads, Upper Uwchlan Township, Chester County	2017 Road Program, Milling & Paving	$382,300.02	Oct 2017
2176757	Municipality of Norristown, Mont. Co.	2017 Road Program Phase 1/ Priority I	Milling & Paving Project	$741,854.25	Nov 2017
2186759	West Goshen Township, Chester Co.	Various Roadways	Milling & Paving, Pavement Repair	$674,999.53	Jul 2018
2186761	Hatfield Township, Montgomery Co.	2018 Paving Township Roads	Milling & Paving	$514,920.00	Aug 2018
2186762	Plymouth Township, Montgomery Co.	Various Roadways	Milling & Paving	$265,590.00	Aug 2018
2186763	Tredyffrin Township, Montgomery Co.	Superpave Street Resurfacing 2018TT-PW01	Milling & Paving	$865,625.43	Sep 2018
2186764	Newtown Township, Delaware Co.	Various Roadways	Milling & Paving	$1,016,767.78	Sep 2018
2186765	Westtown Township, Chester Co.	2018 Maintenance Program (Re-bid)	Milling & Paving	$803,350.20	Nov 2018
2186766	Upper Uwchlan Township, Chester Co.	2018 Road Milling & Paving Proposal	Milling & Paving	$402,992.90	Oct 2018
2186767	Municipality of Norristown, Montgomery County	Various Roadways	Milling & Paving and ADA Ramp Installation	$1,866,160.00	Oct 2017
2186768	Upper Merion Township, Montgomery	2018 Road Resurfacing Program	Milling & Paving	$844,181.00	Nov 2018
2196769	Professional Construction Contractors Inc	U. Merion Twp., Mont. Co., Covered Bridge Road	Covered Bridge Road Resufacing	$16,863.00	May 2019
2196770	Easttown Township, Chester County	2019 General Fund Paving	Milling & Paving	$391,090.00	Apr 2019
2196771	Tredyffrin Township, Chester County	Superpave 2019TT-PW01	Milling & Paving	$1,035,828.09	Aug 2019
2196772	Nether Providence Township, Delaware County	2019 Road Program	Milling & Paving	$575,570.00	May 2019
2196773	Arcadia University, Cheltenham Twp., Mont. Co.	2019 Milling and Paving Project	Milling & Paving	$127,200.00	Jun 2019
2196774	Upper Dublin Township, Montgomery County	2019 Mill and Overlay Project	Milling & Paving	$546,261.56	May 2019
2196775	Easttown Township, Chester County	Liquid Fuels Paving 2019	Milling & Paving	$186,746.85	Jun 2019
2196776	Worcester Township, Chester County	2019 Roadway Improvement Program	Milling & Paving	$765,252.50	Aug 2019
2196777	Norristown Municipality, Montgomery County	2019 Road Milling & Paving Phase 3	Milling & Paving	$572,202.50	Oct 2019
2196778	West Whiteland Township, Chester County	Roadwork Project 2019-11	Milling & Paving	$308,752.90	Jun 2019
2196779	Lower Gwynedd Township, Montgomery County	2019 Milling and Paving Program	Milling & Paving	$395,129.40	Aug 2019
2196780	Plymouth Township, Montgomery County	Highway Material and Street Paving	Milling & Paving	$305,639.74	Aug 2019
2196781	Swarthmore Borough, Delaware County	2019 Road Program	Milling & Paving	$99,953.40	Jun 2019
2196782	Marple Township, Delaware County	2019 Road Program	Milling & Paving	$1,321,338.24	Sep 2019
2196783	Springfield Township, Delaware County	2019 Road Program	Milling & Paving	$851,475.20	Sep 2019
2196784	Radnor Township, Delaware County	2019 Superpave Street Resurfacing	Milling & Paving	$800,966.45	Aug 2019
2196785	Willistown Township, Chester County	2019 Road Resurfacing Program	Milling & Paving	$287,107.31	Aug 2019
2196786	Stuart Creek Farms HOA, Montgomery County	Stuart Creek Farms HOA	Milling & Paving	$27,560.00	Sep 2019
2196787	Upper Uwchlan Township, Chester County	2019 Road Milling & Paving	Milling & Paving	$414,364.50	Sep 2019
2196788	Upper Merion Township, Montgomery County	2019 Road Program	Milling & Paving	$590,274.00	Oct 2019
2196789	JPC Group	East Park Resevoir	Paving	$914,636.83	Dec 2019
2206791	Plymouth Township, Montgomery County	Street Paving Milling and Overlay Project	Milling and Paving	$291,301.25	Jun 2020
2206792	Thornbury Township, Delaware County	2020 Road Program	Milling and Paving	$262,556.30	May 2020
2206793	Newtown Township, Delaware County	2020 Road Program	Township Mill & Pave	$4,159,187.97	Sep 2020
2206795	Neither Providence Township, Delaware County	2020 Road Program	Milling and Paving	$463,599.38	Sep 2020
2206796	Springfield Township, Montgomery County	2020 Highway Resufacing Project	Milling and Paving	$362,789.91	Aug 2020
2206797	West Norriton Township, Montgomery County	Brandon Road and Juniata Road Mill & Overlay	Mill & Overlay	$123,480.00	Sep 2020
2206798	Pottstown Borough, Montgomery County	2020 Street Overlay Paving Project	Mill & Overlay	$807,729.72	Oct 2020

Updated 3/4/2021

GLASGOW, INC.
HEAVY & HIGHWAY CONTRACTOR
MATERIALS PRODUCER

SCHEDULE B

STATUS OF CONTRACTS ON HAND

Job No.	Owner	Project Location	Project Description	Adj. Contract Amt	Billings to Date	Bal. to be Completed	Est. End Date
2206790	PennDOT	SR 95, Section MB4	ECMS No. 107709, I-95 Bridge Repairs	$1,332,113.75	$0.00	$1,332,113.75	Dec 2023
2206794	Buckley & Company Inc.	SR 95, Section BR2	ECMS No. 79904, I-95 Betsy Ross Ramps	$982,203.86	$135,804.54	$846,399.32	Sep 2023
			TOTAL:	$2,314,317.61	$135,804.54	$2,178,513.07	

Updated 3/4/2021

AbingtonTwp BID PACKET 2021.pdf 10

GLASGOW, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET - NOVEMBER 30, 2019

ASSETS

CURRENT ASSETS:		
CASH AND MARKETABLE SECURITIES	$	69,719,858
MORTGAGE RECEIVABLE		874,529
ACCOUNTS RECEIVABLE:		
CONTRACT BILLINGS AND OTHER TRADE ACCOUNTS		15,715,799
CONTRACT RETAINAGE		0
INVENTORIES, PRINCIPALLY QUARRIED STONE		8,992,167
PREPAID INCOME TAXES		0
PREPAID EXPENSES AND OTHER CURRENT ASSETS		1,445,552
TOTAL CURRENT ASSETS		**96,747,905**
PROPERTY, PLANT AND EQUIPMENT AT COST		137,367,450
LESS ACCUMULATED DEPRECIATION AND DEPLETION		105,562,575
NET		**31,804,875**
INVESTMENT IN UNIMPROVED LAND		589,689
CASH SURRENDER VALUE - OFFICER'S LIFE INSURANCE		1,107,537
MORTGAGE RECEIVABLE		600,000
OTHER ASSETS		0
TOTAL OTHER ASSETS		**2,297,226**
TOTAL ASSETS	**$**	**130,850,006**

LIABILITIES

CURRENT LIABILITIES:		
LONG TERM DEBT - CURRENT PORTION	$	978,060
ACCOUNTS PAYABLE		4,475,362
ACCRUED LIABILITIES:		
INCOME TAXES		1,849,495
OTHER		1,042,802
TOTAL CURRENT LIABILITIES		**8,345,719**
LONG-TERM LIABILITIES:		
LONG TERM DEBT		70,560
DEFERRED INCOME TAX LIABILITY		1,159,000
ACCRUED PENSION LIABILITY		3,803,977
TOTAL LIABILITIES		**13,379,256**

STOCKHOLDERS' EQUITY

CAPITAL STOCK:	
COMMON, PAR $100, AUTHORIZED AND ISSUED 400 SHARES	40,000
ADDITIONAL PAID-IN CAPITAL	11,297,872
RETAINED EARNINGS	121,149,794
TREASURY STOCK	(12,744,730)
UNREALIZED GAIN/LOSS ON INVESTMENTS	6,489,813
COMPREHENSIVE PENSION ADJUSTMENT	(8,761,999)
TOTAL STOCKHOLDERS' EQUITY	**117,470,750**
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	**$ 130,850,006**

Schedule C

3/24/2021 12:40:12 PM

NON-COLLUSION AFFIDAIT

FOR THE TOWNSHIP OF ABINGTON

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF Montgomery :

I, Bruce B. Rambo, of **Glasgow, Inc.**
(Name of Contractor)

in the County of Montgomery and the State of Pennsylvania
of full age, being duly sworn according to law on my oath depose and say that:

I am **Bruce B. Rambo, President** of the firm
Glasgow, Inc.,
the Bidder making the Proposal for the aforementioned project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Abington relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project, undersigned, on behalf of the bidder, has not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

Glasgow, Inc. (Name of Bidder)

(Signature & Title) **Bruce B. Rambo, President**

Attest:

Rachel R. McCool, Secretary
(Print or Type Name & Title)

Sworn to and subscribed before me this 31st day of March 20 21

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Renata T. Nandlal, Notary Public
Montgomery County
My commission expires April 6, 2024
Commission number 1297432

My Commission Expires _____ 20____.

{01253603;v2}

INSTRUCTIONS TO BIDDERS

Article 1 – Definitions

1.1 The term "Owner" means the Township of Abington.

1.2 The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a Sub-Bidder, who submits a bid to the Bidder.

1.3 Highway Aid Funds (Liquid Fuel Taxes) are not being used in whole or in part to fund this contract. Accordingly, no asphalt (or similar material) price adjustment, including, without limitation those provisions set forth in the Pennsylvania Department of Transportations Publication 408 and Publication 9, will have any applicability to this contract. No asphalt price adjustment, or price adjustment for similar materials, will be allowed under this contract.

Contractor's Signature
Bruce B. Rambo, President

1.4 The term "Successful Bidder" means the lowest, qualified responsible and responsive Bidder to whom the Owner (on the basis of Owner's Evaluation as hereinafter provided) makes an award.

1.5 The term "Bidding Documents" includes the Notice to Bidders, Instructions to Bidders, and the Bid Proposal (including all addenda issued prior to receipt of bids).

1.6 The term "Work" means the supply of goods and services as set forth in Article 4 of Bid Proposal.

1.7 Terms used in these Instructions to Bidders which are defined in the General Conditions attached hereto have the meanings assigned to them in the General conditions.

Article 2 – Copies of Bidding Documents

2.1 Complete sets of Bidding Documents may, as stated in the Notice to Bidders, be obtained electronically and free of charge on PennBid.

2.2 Complete sets of Bidding documents must be used in preparing Bids; neither Owner nor Public Works Department of Abington Township assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner in making copies of Bidding Documents available on the above terms does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

Article 3 – Qualifications of Bidders

3.1 To demonstrate qualifications to perform the Work, each bidder must submit with its Bid, written evidence as called for below:

3.1.1 An Experience Record containing a list of five (5) recent projects similar in nature and magnitude presently active or completed by the Bidder.

3.1.2 A Financial Balance Statement listing assets and liabilities and an operating statement for the most recent fiscal year, but no earlier than the fiscal year ending 2019.

3.1.3 An Executed Non-Collusion Affidavit properly completed, signed and sealed by a licensed Notary Public.

3.1.4 Proof of Workers Compensation Insurance.

Article 4 – Examination of Bidding Documents

4.1 It is the responsibility of each Bidder submitting a Bid to:

4.1.1 Examine the Bidding Documents thoroughly.

4.1.2 Consider Federal, State and Local taxes and regulations that may affect cost, progress, performance or furnishing the work.

4.1.3 Study and carefully correlate Bidder's observations with Bidding Documents.

4.1.4 Notify the Department of Public Works of Abington Township through the Highway Superintendent of Public Works of all conflicts, errors, or discrepancies in the Bidding Documents.

4.2 The submission of a Bid will constitute incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 5 – Interpretations and Addenda

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Department of Public Works, Abington Township through the Highway Superintendent of Public Works. Interpretation or clarification considered necessary to the department of Public Works of Abington Township in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by the Public Works Department of Abington Township as having received Bidding Documents. Questions received less than ten (10) days prior to the date of the opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Each Bidder shall acknowledge any Addenda in writing as part of the Bid Proposal.

Article 6 – Bid Security

6.1 Each Bid must be accompanied by Bid Security made payable to Owner in an amount of ten (10%) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety authorized to conduct business in the Commonwealth of Pennsylvania.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days of the Notice of Award, the Bid Security of the Bidder's The Bid Security submitted by any Bidder who Owner believes to have a reasonable chance of receiving the award may be retained by Owner for a period of sixty (60) days from the date of bid opening.

Article 7 – Contract Time

7.1 The number of days within which, or the dates by which the Work is to be delivered to the Owner and ready for Owner's acceptance of delivery, is set forth in the Bid Proposal.

A. When the Bidder is bidding on Road and other Materials, the length of the Contract shall run one (1) calendar year starting from the date the Owner executes the Contract.

Article 8 – Substitute or "OR Equal" Term

The Contract, if awarded will be on the basis of parts, materials, equipment, labor and services specified in Article IV of the Bid Proposal without consideration of possible substitutes of "Or Equal" terms.

Article 9 – Subcontractors, Suppliers and Others

9.1 Each Bid must be accompanied by a written identification of all Subcontractors and Suppliers.

9.2 The Bidder shall be required to obtain Owner's written consent prior to substituting alternate Subcontractors or Suppliers.

9.3 The Bidder may not Subcontract other portions of the Work without Owner's written consent.

9.4 The Bidder may be required to provide an appropriate reduction in contract price to Owner, where applicable, for substitutions of Subcontractors or Suppliers.

9.5 No Bidder shall be required to employ any Subcontractor, Supplier, or Other person or organization against whom the Bidder has reasonable objection.

Article 10 – Bid Proposal

10.1 The Bid Proposal is included with the Bidding Documents; additional copies may be obtained electronically and at no cost on PennBid.

10.2 All blanks on the Bid Proposal must be completed in ink or typed.

10.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signatures.

10.6 The bid shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on the Bid Proposal).

10.7 The address and telephone number for communications regarding the Bid must be shown.

10.8 Bids must be priced on a lump sum basis for the base contract and include a separate price for each part described in the Bid Specifications as provided for in the Bid Proposal. Bid for Part "I", Part "II" and Part "III" will be awarded separately.

10.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

Article 11 – Submission of Bids

11 Bids shall be submitted electronically via PennBid.

11.1 Prospective Bidders are expected to submit with their Bid Proposal one copy of the Bid Bond, a Non-Collusion Affidavit, Financial Statement, Experience Record with List of Subcontractors, Suppliers and Others. The Bidding Documents may be retained by the Bidder.

Article 12 – Modifications and Withdrawal of Bids

12.1 Bids may be modified or withdrawn electronically at any time prior to the opening of Bids.

12.2 Bids may be withdrawn after bid opening only as set forth in PA Act 4 Pennsylvania Public Contract Bid Withdrawal Law, 72 P.S. § 1601 *et seq.* (Act 4 of 1974), as amended from time to time. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents or supplying any material/labor or performing any work to any person to whom a contract for this work is awarded.

Article 13 – Opening of Bids

13.1 Bids will be opened and displayed publicly on PennBid as listed in the Notice to Bidders.

Article 14 – Acceptance of Bids

14.1 All Bids will remain subject to acceptance for sixty (60) days after the day of Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

Article 15 – Award of Contract

15.1 Owner reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive, unbalanced or unconditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit of process will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and such alternates, unit prices and other data, as may be requested in the Bid Proposal.

15.3 Owner may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work as to which the identity of the Subcontractors and Suppliers must be submitted.

15.4 Owner may conduct such investigation as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors and Suppliers to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.

15.5 If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award still be in the best interests of the Township of Abington.

15.6 If the contract is to be awarded Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

15.7 Bids for Part "I", Part "II", and Part "III" will be awarded separately.

Articles 16 – Contract Security

16.1 When the Successful Bidder delivers the contract to the Owner, it must be accompanied by the required performance bond. Each Bid Proposal shall be accompanied by a consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter shall state that the surety bond and any bond that is made a condition of the awarding of this contract and anywhere in this proposal will be provided.

Article 17 – Signing of Contract

17.1 When Owner gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract. Within five (5) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract to Owner with the required Performance Bond. Within thirty (30) days thereafter Owner shall deliver one fully signed Counterpart to Successful Bidder.

Article 18 – Sales and Use Taxes

18.1 The Township is exempt from Federal tax and Pennsylvania State, Sales and Use taxes on all goods and services it purchases. Said taxes shall not be included in the Contract price.

Article 19 - Right to Know Law

19.1 The Pennsylvania Right-to-Know-Law provides for the access to public records to legal residents of the United States. If you submit a bid, please be aware that under the Right-to-Know-Law all bidding documents will be subject to disclosure upon request. If you are the successful bidder, documents in your possession which directly relate to the governmental function of Abington Township and are not otherwise exempt under the Right-to-Know-Law may be considered a public record and may be subject to disclosure.

TOWNSHIP OF ABINGTON

MONTGOMERY COUNTY, PENNSYLVANIA

BID PROPOSAL

Project Identifications:

Proposal of:

Glasgow, Inc.

(Name)

104 Willow Grove Avenue PO Box 1089, Glenside, PA 19038

(Address)

an individual, partnership, corporation registered in the State of Pennsylvania (delete titles not applicable above) for furnishing all parts, materials, labor and services for the Superpave Materials Bid, as specified in Article 4 herein for the Township of Abington, Montgomery County, Pennsylvania.

TO: Township of Abington
1176 Old York Road
Abington, PA 19001

Attention: Michael A. Jones, Highway Superintendent
Public Works Department

Article I: Pursuant to, and in compliance with your instructions, Bidders for the furnishing of all parts, material, equipment, labor and services for "SUPER PAVE MATERIAL" had having carefully examined the Bidding Documents comprised of the Notice to Bidders, Instructions to Bidders and Bid Proposal and all other documents bound therewith together with all addenda thereto the materials, equipment, labor, and services necessary or proper or incidental as required by and in strict accordance with the applicable provisions of the Bidding Documents and all addenda issued by the Owner prior to the date of opening of Bids whether received by undersigned or not, for the lump sum price as outlined in the space provided below.

Article II Bidder accepts all terms and conditions of Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for sixty (60) days after the day of the Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within ten (10) days after the date of the Owners Notice of Award.

Article III: In submitting the Bid, Bidder represents that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged).

Date	Number
_____	_____
_____	_____
_____	_____

B. Bidder has familiarized itself with the nature and extent of the Bidding Documents, and all local conditions and laws and regulations that in any manner may affect cost or performance.

C. Bidder has correlated the results of all observations, examinations, investigations, explorations tests, reports and studies with the terms and conditions of the Bidding Documents.

D. Bidder has given the Department of Public Works Highway Superintendent, written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents.

E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion or otherwise to obtain for itself any advantage over any other Bidder.

ARTICLE IV: The Bidder proposes and agrees to supply to the Township of Abington the following specified items all of which shall be for the prices set forth on Township provided Bid Forms.

BID FORM FOR SUPERPAVE MATERIAL

COMMISSIONERS OF ABINGTON TOWNSHIP
1176 Old York Road
Abington PA 19001

The undersigned herewith submits bids for furnishing Superpave Materials. All quantities are approximate. Quantities may be less or exceed the stated amounts at the Township's discretion.

Vendor: **Glasgow, Inc.**

Vendor Address: 104 Willow Grove Avenue PO Box 1089, Glenside, PA 19038

Signature of Bidder: _____
Bruce B. Rambo, President

PART I: SUPERPAVE ASPHALT MIXTURE DESIGN SPECIFICATIONS: Delivered to Abington Township and deposited in Paver hopper.

Superpave Asphalt Mixture Design, 9.5 mm, PG 64 – 22,
Wearing Course, 0.0 to 0.3 million ESAL's, SRL H, $ 58.80 Per Ton

Approximate Tons: 15,000 Tons

PART II SUPERPAVE ASPHALT MIXTURE DESIGN SPECIFICATIONS: Picked up at Vendor's Plant by Township trucks

Superpave Asphalt Mixture Design, 9.5 mm, PG 64 – 22, Wearing Course, 0.0 to 0.3 million ESAL's, SRL H, $\$__49.80__$ **Per Ton**

Approximate Tons: 600 Tons



PART III SUPERPAVE ASPHALT MIXTURE DESIGN SPECIFICATIONS:

Superpave Asphalt Mixture Design, 25.0 mm, PG 64 – 22, Base Course, 0.0 to 0.3 million ESAL's, SRL H $\$__41.90__$ **Per Ton**

Approximate Tons: 500 Tons Picked Up

Superpave Asphalt Mixture Design, 19.0 mm, PG 64 - 22, Binder Course, 0.0 to 0.3 million ESAL's, SRL H $\$__45.95__$ **Per Ton**

Approximate Tons: 500 Tons Picked Up

$20,950.00
$22,975.00
$43,925

SPECIFICATIONS FOR SUPERPAVE MATERIALS

This composition of the Superpave Mix Designs with PG Binders.

Source of Aggregates: McCoy Quarry

Location of Plant: Church & Flint Hill Roads, King of Prussia, PA

Successful Bidder will be required to accept milled and/or broken blacktop removed in preparation of streets scheduled to be paved. This material will be transported by Abington Township only in the event that the Township deems no need for the material. Milled and/or broken blacktop will be hauled by Abington Township either prior, during or after paving.

Once material is delivered it is the responsibility of the successful Bidder to dispose of the material in a manner as deemed appropriate by all Local, State and Federal laws and guidelines.

Abington Township Department Of Public Works
Super Pave Material
Bid Opening 3/31/2021 via PennBid

BID ITEMS	PART 1 DELIVERED 15,000 TONS Wearing 9.5M.M.		PART 2 PICKED UP 600 TONS Wearing 9.5M.M.		PART 3 PICKED UP 500 TONS Base 25M.M.	PART 3 PICKED UP 500 TONS Binder 19.0 M.M.
BIDDER						
Eureka Stone Quarry, Inc.	$55.95		$50.95		$42.45	$46.75
PO Box 249						
Chalfont, PA 18914						
Total Bid: $914,420.00						
Glasgow, Inc.	$58.80		$49.80		$41.90	$45.95
PO Box 1089						
Glenside, PA 19038						
Total Bid: $955,805.00						

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Public Works

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☑ No ☐

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

2015 ARLE Grant Mt. Carmel Avenue and North Hills Avenue Intersection Improvements Change Order Approval and Final Payment Approval

EXECUTIVE SUMMARY:

The need for this change order is due to a conflict with underground utilities. Township Traffic Signal Maintenance crews working on-site witnessed the conflict and the need for the change. Underground electrical lines had to be rerouted due to the conflict increasing the original length of the proposed trench and the proposed type of trench. The type of trench had to be changed to a "Type 3" trench that required a modification to a more costly type of fill, additional conduit and additional pavement markings upon completion. The change order prepared by McMahon Associates, Inc. illustrates the base contract amount of $208,274.90 plus the change order amount of $5,512.10 adjusting the contract total to $213,787.00. McMahon Associates, Inc. reviewed the costs associated with the change order and recommends acceptance by the township.

The final payment due to Kuharchik Construction, Inc. including the change order amount is $21,378.70.

PREVIOUS BOARD ACTIONS:

Resolution 16-026 adopted by the Board of Commissioners August 11, 2016 designating Wayne C. Luker, President of the Board of Commissioners and Michael LeFevre, Township Manager, as the officials authorized and directed to sign the 2015 ARLE project funding agreement on the township's behalf.

Resolution 18-031 adopted by the Board of Commissioners August 9, 2018 authorizing and directing the township manager to submit an application for Traffic Signal Approval to PennDot and sign the application on behalf of the township.

February 14, 2019, Board of Commissioners awarded the construction contract bid to Kuharchik Construction, Inc. in the amount of $208,274.90.

RECOMMENDED BOARD ACTIONS:

Consider ratifying the Change Order No. 1 prepared by McMahon Associates, Inc. for the 2015 ARLE Grant Intersection Improvements of Mt. Carmel Avenue and North Hills Avenue in the amount of $5,512.10 and approve final payment to Kuharchik Construction, Inc. in the amount of $21,378.70.

TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates, Inc.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
P. 215.283.9444
mcmahonassociates.com

March 15, 2021

Mr. Richard Manfredi
Abington Township
1176 Old York Road
Abington, PA 19001

RE: **Change Order Request #1**
Mount Carmel Avenue (SR 2027) and North Hills Avenue
Abington Township, Montgomery County, PA
McMahon Project No. 811393.3C

Dear Mr. Manfredi:

As requested, McMahon has reviewed Change Order #1, in the amount of $5,512.10 for the Mount Carmel Avenue (SR 2027) and North Hills Avenue Project. This change order is for modifications to quantities for conduit, trenching, and pavement markings as determined in the field during construction.

Base Contract Amount			$208,274.90
Change Order #1	Quantity	Unit Cost	
2” Conduit	89 LF	$2.90	$258.10
3” Conduit	192 LF	$3.10	$595.20
Trench and Backfill, Type I	-20 LF	$14.80	-$296.00
Trench and Backfill, Type II	125 LF	$71.00	$8,875.00
Trench and Backfill, Type III	-50 LF	$71.00	-$3,550.00
4” Yellow Thermoplastic Paint	-90 LF	$0.95	-85.50
6” White Thermoplastic Paint	-33 LF	$4.60	-$151.80
24” White Thermoplastic Paint	-46 LF	$11.50	-$529.00
Thermoplastic “ONLY” Legend	1 EACH	$288.00	$288.00
Thermoplastic “Right Arrow” Legend	1 EACH	$230.00	$230.00
Thermoplastic “Yield Lines”	1 LF	$57.50	$57.50
Pavement Marking Removal	78 SF	$2.30	$179.40
		Change Order #1 Total	**$5,512.10**
Adjusted Contract Total			**$213,787.00**

McMahon Associates, Inc. has reviewed the costs associated with the change order and recommends acceptance by the Township. The final project invoice has been included with this letter.

Please feel free to contact me at (215) 283-9444 if you require additional information.

Sincerely,

Anton Kuhner, P.E.
Senior Project Manager

AKK/smd
Attachment

cc: Ashley McIlvaine, Abington Township
Monica Embrey, Abington Township

I:\eng\811393\Correspondence\Construction\Change Orders\2021_03_15 Change Order 01.doc

Application and Certificate for Payment

TO (OWNER):	Abington Township 1176 York Road Abington, pa 19001	**PROJECT:**	Montg Co Mt SR 2027 & N Hills Abington Mt. Carmel and North Hills	**APPLICATION NO:**	5 (3687)
				PERIOD TO:	16-Mar-20
FROM (CONT):	Kuharchik Construction, Inc. 420 Schooley Avenue Exeter, PA 18643	**VIA ENGINEER:**	McMahon Associates, Inc. 425 Commerce Drive Fort Washington, PA 19034	**PROJECT NO:**	811393.3B
CONTRACT FOR:	Intersection Improvement Project			**CONTRACT DATE:**	March-19

Distribution To: Owner, Architect, Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Change orders approved in previous months by Owner		
Change orders approved in current month by Owner		
	ADDITIONS	DEDUCTIONS
Overruns/Underruns	$5,512.10	
Net Change by Change Orders	**$5,512.10**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

M. JONES

CONTRACTOR: KUHARCHIK CONSTRUCTION, INC

By: Patricia Fink *Date:* 3/16/20

Application is made for Payment, as shown below, in connection with the contract.

Continuation Sheet is attached.

1	**ORIGINAL CONTRACT SUM**	s/b 208,247.90	$208,274.90
2	**Net Change by Change Orders**	should this change	$5,512.10
3	**CONTRACT SUM TO DATE**	based on above?	$213,787.00
4	**TOTAL COMPLETE & STORED TO DATE** (Column G)		$213,787.00
5	**RETAINAGE:**		
	a. 10% of Completed Work (Column D&E)		$0.00
	b. 0% of Stored Material (Column F)		$0.00
	Total Retainage (Line 5a+5b) or Column I		$0.00
6	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$213,787.00
7	**LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 Prior Certificate)**	192,408.50	$192,408.30
8	**CURRENT PAYMENT DUE**	21,378.50	**$21,378.70**
9	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$0.00

State of: Pennsylvania *County of:* Luzerne

Subscribed and Sworn to before me this 16th *day of* March, 2020

Notary Public: [signature]

My Commission expires: 1/10/23

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ *Date:* _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment are without prejudice to any rights of the Owner or Contractor under this contract.

Commonwealth of Pennsylvania - Notary Seal
JEAN TALAMELLI - Notary Public
Luzerne County
My Commission Expires Jan 10, 2023
Commission Number 1229356

KUHARCHIK CONSTRUCTION, INC.

Owner/Contractor:
Abington Township
1176 York Road
Abington, pa 19001
ABI01

420 SCHOOLEY AVENUE EXETER, PA 18643
APPLICATION FOR PAYMENT
APPLICATION NUMBER 005
PERIOD 01/30/20 THRU 03/16/20
INVOICE NUMBER 36875

Montg Co Mt SR 2027 & N Hills Abington
McMahon Proj# 811393.3B
Intersection Improvement Project
Mt. Carmel and North Hills

ITEM NO.	DESCRIPTION OF WORK	UNIT	ORIGINAL QUANTITY	UNIT PRICE	SCHEDULED VALUE	*** QUANTITIES *** PREVIOUS APPLICATION	THIS PERIOD	TO DATE	*** AMOUNT *** PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED	TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE (IF VARIABLE RATE)
0608-0001	Mobilization	LS	1.00	$17,100.00	$17,100.00	1.00		1.00	$17,100.00		$0.00	$17,100.00	100.00%	$0.00	$0.00
0901-0001	MPT	LS	1.00	$14,000.00	$14,000.00	1.00		1.00	$14,000.00		$0.00	$14,000.00	100.00%	$0.00	$0.00
4910-2012	15 Foot Barcket Arm, Painted Black (Ma	EA	2.00	$1,388.00	$2,776.00	2.00		2.00	$2,776.00		$0.00	$2,776.00	100.00%	$0.00	$0.00
4910-2828	LED (250 Watt High Pressure Sodium E	EA	2.00	$510.00	$1,020.00	2.00		2.00	$1,020.00		$0.00	$1,020.00	100.00%	$0.00	$0.00
4910-4116	AWG 8 Underground Cable, Copper, 1 (	LF	450.00	$0.60	$270.00	450.00		450.00	$270.00		$0.00	$270.00	100.00%	$0.00	$0.00
0935-0001	Post Mounted Signs, Type F	SF	5.00	$182.40	$912.00	5.00		5.00	$912.00		$0.00	$912.00	100.00%	$0.00	$0.00
4936-0200	Structure Mounted Flat Sheet Aluminur	SF	43.00	$21.00	$903.00	43.00		43.00	$903.00		$0.00	$903.00	100.00%	$0.00	$0.00
4951-0125	Traffic Signal Support, 25' Mast Arm, P	EA	1.00	$8,825.00	$8,825.00	1.00		1.00	$8,825.00		$0.00	$8,825.00	100.00%	$0.00	$0.00
4951-2125	Traffic Signal Support, 25' Mast Arm w/	EA	2.00	$9,820.00	$19,640.00	2.00		2.00	$19,640.00		$0.00	$19,640.00	100.00%	$0.00	$0.00
4951-0135	Traffic Signal Support, 35' Mast Arm, P	EA	1.00	$12,300.00	$12,300.00	1.00		1.00	$12,300.00		$0.00	$12,300.00	100.00%	$0.00	$0.00
4951-4014	Traffic Signal Support, 14' Pedestal, Pa	EA	2.00	$850.00	$1,700.00	2.00		2.00	$1,700.00		$0.00	$1,700.00	100.00%	$0.00	$0.00
4951-4022	Pedestrian Stub Pole, Type B, Painted I	EA	6.00	$275.00	$1,650.00	6.00		6.00	$1,650.00		$0.00	$1,650.00	100.00%	$0.00	$0.00
4952-1000	Time Clock, GPS (Material Only)	EA	1.00	$390.00	$390.00	1.00		1.00	$390.00		$0.00	$390.00	100.00%	$0.00	$0.00
4952-1030	NEMA TS2; Type 1 Controller Assy, Typ	EA	1.00	$14,000.00	$14,000.00	1.00		1.00	$14,000.00		$0.00	$14,000.00	100.00%	$0.00	$0.00
0954-0012	2 Inch Conduit (PVC)	LF	699.00	$2.90	$2,027.10	699.00		699.00	$2,027.10		$0.00	$2,027.10	100.00%	$0.00	$0.00
0954-0013	3 Inch Conduit (PVC)	LF	722.00	$3.10	$2,238.20	722.00		722.00	$2,238.20		$0.00	$2,238.20	100.00%	$0.00	$0.00
0954-0151	Trench and Backfill, Type I	LF	0.00	$14.80	$0.00	0.00		0.00	$0.00		$0.00	$0.00	#DIV/0!	$0.00	$0.00
0954-0152	Trench and Backfill, Type II	LF	275.00	$71.00	$19,525.00	275.00		275.00	$19,525.00		$0.00	$19,525.00	100.00%	$0.00	$0.00
0954-0153	Trench and Backfill, Type III	LF	130.00	$71.00	$9,230.00	130.00		130.00	$9,230.00		$0.00	$9,230.00	100.00%	$0.00	$0.00
4954-0201	Signal Cable, 14 AWG, 3 Conductor (Ma	LF	800.00	$0.45	$360.00	800.00		800.00	$360.00		$0.00	$360.00	100.00%	$0.00	$0.00
4954-0202	Signal Cable, 14 AWG, 5 Conductor (Ma	LF	1,500.00	$0.60	$900.00	1500.00		1500.00	$900.00		$0.00	$900.00	100.00%	$0.00	$0.00
4954-0203	Signal Cable, 14 AWG, 7 Conductor (Ma	LF	1,200.00	$0.85	$1,020.00	1200.00		1200.00	$1,020.00		$0.00	$1,020.00	100.00%	$0.00	$0.00
0954-0302	Junction Box, JB-27	EA	2.00	$690.00	$1,380.00	2.00		2.00	$1,380.00		$0.00	$1,380.00	100.00%	$0.00	$0.00
4954-0600	Uninterruptible Power Supply (UPS) (M	EA	1.00	$2,800.00	$2,800.00	1.00		1.00	$2,800.00		$0.00	$2,800.00	100.00%	$0.00	$0.00
4955-3208	Vehicular Signal Head, Three 12" Secti	EA	13.00	$550.00	$7,150.00	13.00		13.00	$7,150.00		$0.00	$7,150.00	100.00%	$0.00	$0.00
4955-3722	LED Countdown Pedestrian Signal Hea	EA	8.00	$355.00	$2,840.00	8.00		8.00	$2,840.00		$0.00	$2,840.00	100.00%	$0.00	$0.00
4956-0500	Pedestrian Push Button (Material Only)	EA	8.00	$180.00	$1,440.00	8.00		8.00	$1,440.00		$0.00	$1,440.00	100.00%	$0.00	$0.00
4956-0700	Video Detector (Material Only)	EA	2.00	$4,150.00	$8,300.00	2.00		2.00	$8,300.00		$0.00	$8,300.00	100.00%	$0.00	$0.00
4956-0771	Radar Detection System, Dilemma Zon	EA	1.00	$12,850.00	$12,850.00	1.00		1.00	$12,850.00		$0.00	$12,850.00	100.00%	$0.00	$0.00
4956-0801	Optical Preemption System (Material O	EA	1.00	$5,360.00	$5,360.00	1.00		1.00	$5,360.00		$0.00	$5,360.00	100.00%	$0.00	$0.00
0960-0001	4" White Hot Thermoplastic Pavement Ma	LF	380.00	$0.95	$361.00	380.00		380.00	$361.00		$0.00	$361.00	100.00%	$0.00	$0.00
0960-0002	4" Yellow Hot Thermoplastic Pavement M	LF	510.00	$0.95	$484.50	510.00		510.00	$484.50		$0.00	$484.50	100.00%	$0.00	$0.00
0960-0005	6" White Hot Thermoplastic Pavement Ma	LF	426.00	$4.60	$1,959.60	426.00		426.00	$1,959.60		$0.00	$1,959.60	100.00%	$0.00	$0.00
0960-0021	24" White Hot Thermoplastic Pavement M	LF	95.00	$11.50	$1,092.50	95.00		95.00	$1,092.50		$0.00	$1,092.50	100.00%	$0.00	$0.00
0960-0101	White Hot Thermoplastic Legend, "ONLY"	EA	2.00	$288.00	$576.00	2.00		2.00	$576.00		$0.00	$576.00	100.00%	$0.00	$0.00
0960-0222	White Hot Thermoplastic Legend, "RIGHT	EA	2.00	$230.00	$460.00	2.00		2.00	$460.00		$0.00	$460.00	100.00%	$0.00	$0.00
0960-0255	White Hot Thermoplastic Legend, "Yield L	LF	10.00	$57.50	$575.00	10.00		10.00	$575.00		$0.00	$575.00	100.00%	$0.00	$0.00
0963-0001	Pavement Marking Removal	SF	627.00	$2.30	$1,442.10	627.00		627.00	$1,442.10		$0.00	$1,442.10	100.00%	$0.00	$0.00
9000-0001	Junction Box, 17"x30"	EA	3.00	$1,210.00	$3,630.00	3.00		3.00	$3,630.00		$0.00	$3,630.00	100.00%	$0.00	$0.00

KUHARCHIK CONSTRUCTION, INC.

Owner/Contractor:
Abington Township
1176 York Road
Abington, pa 19001
ABI01

420 SCHOOLEY AVENUE EXETER, PA 18643
APPLICATION FOR PAYMENT
APPLICATION NUMBER 005
PERIOD 01/30/20 THRU 03/16/20
INVOICE NUMBER 36875

Montg Co Mt SR 2027 & N Hills Abington
McMahon Proj# 811393.3B
Intersection Improvement Project
Mt. Carmel and North Hills

ITEM NO.	DESCRIPTION OF WORK	UNIT	ORIGINAL QUANTITY	UNIT PRICE	SCHEDULED VALUE	*** QUANTITIES *** PREVIOUS APPLICATION	THIS PERIOD	TO DATE	*** AMOUNT *** PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED	TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE (IF VARIABLE RATE)
9000-0002	Traffic Signal Support, 25' Mast Arm, Four	EA	1.00	$3,500.00	$3,500.00	1.00		1.00	$3,500.00		$0.00	$3,500.00	100.00%	$0.00	$0.00
9000-0003	Traffic Signal Support, 25' Mast Arm, w/Lu	EA	2.00	$4,000.00	$8,000.00	2.00		2.00	$8,000.00		$0.00	$8,000.00	100.00%	$0.00	$0.00
9000-0004	Traffic Signal Support, 35' Mast, Foundati	EA	1.00	$3,500.00	$3,500.00	1.00		1.00	$3,500.00		$0.00	$3,500.00	100.00%	$0.00	$0.00
9000-0005	Traffic Signal Support, 14' Pedestal, Foun	EA	2.00	$2,500.00	$5,000.00	2.00		2.00	$5,000.00		$0.00	$5,000.00	100.00%	$0.00	$0.00
9000-0006	Pedestrian Stub Pole, Type B, Foundation	EA	6.00	$1,300.00	$7,800.00	6.00		6.00	$7,800.00		$0.00	$7,800.00	100.00%	$0.00	$0.00
9000-0007	NEAM TS2; Type 1 Controller Assembly w	EA	1.00	$2,500.00	$2,500.00	1.00		1.00	$2,500.00		$0.00	$2,500.00	100.00%	$0.00	$0.00
			-	-	$213,787.00	-	-	-	$213,787.00	$0.00	$0.00	$213,787.00	100.00%	$0.00	$0.00

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Belmont Avenue

EXECUTIVE SUMMARY:

Applicant, Kyle J. Dougherty is proposing a lot consolidation of lands located on Belmont Avenue at Artman Street and Westmont Avenue to create a conforming residential building lot for future development.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTIONS:

Consider approving the minor subdivision application by Kyle Dougherty for the Belmont Avenue Lot Line Consolidation located on Belmont Avenue at Artman Street and Westmont Avenue.

APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT

PROJECT TITLE: BELMONT AVENUE LOT LINE CONSOLIDATION

APPLICANT NAME: KYLE DOUGHERTY

TO BE COMPLETED BY THE TOWNSHIP
Submission Information:

Application Number: SD-20-01
Received By: A. Montgomery
File Date: 9/9/2020

Date Complete: 9/16/2020
90 Day Date: Waived
Ward No. 15

REQUIRED MATERIAL FOR ALL SUBDIVISION/LAND DEVELOPMENT APPLICATIONS:

1. This form **MUST** be completed and submitted.
2. A Subdivision/ Land Development Application MUST include all of the items listed in the application checklist in Section V to be considered complete.
3. Incomplete application will **NOT** be placed on the Planning Commission agenda. Incomplete applications will be returned to the applicant.
4. Complete applications must be received at least 45 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard.
5. Ten (10) full size paper copies, and one (1) 11x17 reduced copy of the plans, plus three (3) copies of each report or study are to be submitted in the initial submission of the complete application. A digital copy of all submitted documents must be included with the application.

   ***It is highly encouraged to submit applications in a digital format**

I. CONTACT INFORMATION

Applicant Information

Kyle Dougherty
Name

3028 Raymond Avenue, Abington, PA 19001
Address

215-767-1527
Phone Fax

kyledoc5@gmail.com
Email Address

Property Owners Information (if different than applicant)

Same
Name

Address

Phone Fax

Email Address

Architect/ Planner

Name

Address

Phone Fax

Email Address

Engineer/ Surveyor

Charles E. Shoemaker, Inc. c/o Gary Tilford, PLS
Name

1007 Edge Hill Road, Abington PA 19001
Address

Engineer/ Surveyor Cont'd

215-887-2165 | 215-576-7791
Phone | Fax

gtilford@ceshoemaker.com
Email Address

Attorney

Thomas Bowman, Esquire
Name

1156 Easton Road, Roslyn, PA 19001
Address

215-886-7489
Phone | Fax

tbowman1999@aol.com
Email Address

II. PROJECT INFORMATION

Application Type:

- [✔] Minor Subdivision
- [ ] Preliminary Major Subdivision
- [ ] Final Major Subdivision
- [ ] Minor Land Develop.
- [ ] Prelim. Major Land Develop.
- [ ] Final Major Land Develop.
- [ ] Preliminary Major SD & LD
- [ ] Final Major SD & LD

Full street address of the property: Belmont Avenue, TPN: 30-00-03664-00-5 & 30-00-03660-00-9

Tax Parcel No.: See above County Deed Book No.: 6183 Page No.: 00336

Description of Proposed Work: Consolidation of two undersized parcels to create one single-family building lot

Total Tract Acreage: 0.2984 Ac. Project Acreage: 0.2984 Ac.

Zoning District: R4 Existing Number of Lots: Two Proposed Number of Lots: One

Existing Sewer Flows: Zero Proposed Sewer Flows: 265 gal/day (1 EDU)

Proposed Land Use:

- [✔] Single Family Detached
- [ ] Single Family Attached
- [ ] Single Family Semi-Detached
- [ ] Multi-Family
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other (Describe):

III. REVIEW

Please complete the following section by circling a response:

- Have you met with the Zoning Officer regarding this plan? Yes ○ No ◉
- Are there known variances/any zoning relief necessary for this project?* Yes ○ No ◉
- If YES, have you submitted an application to the Zoning Hearing Board? Yes ○ No ◉
- Has this plan been heard by the Zoning Hearing Board? Yes ○ No ◉

*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Township a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

It is recommended that ALL Land Development and Major Subdivision applications have a pre-submission meeting to discuss the project prior to full application submittal.

Minor Subdivision applications may request a pre-submission meeting; if one is desired.

Meetings are held the fourth Tuesday of each month beginning at 9:30 a.m. at the Township Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.

_____ _____

Applicant signature Date

To schedule a pre-submission meeting, please contact the office of the Township Manager at 267-536-1003 or email tcastorina@abingtonpa.gov

IV. WAIVERS

List of Requested Waivers: Attach separate sheet if required.

Section/Requirement:	**Relief Requested:**
Sec. 146-11.A.(4)	PROPERTY IDENTIFICATION PLAN
Sec. 146-11.B.(3)	EXISTING FEATURES PLAN
Sec. 156-11.B.(7)	EXISTING FEATURES PLAN
Sec. 146-11.F.a.	STORMWATER MANAGEMENT PLAN
Sec. 146-11.L.	ARCHITECTUAL PLAN
Sec. 146-24.4.A.	STREET PAVEMENT WIDENING
Sec. 146-27.1.	SIDEWALK AND CURB

V. SUBMISSION

APPLICATION CHECKLIST

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Applications for the Township of Abington.

- [x] Application Form: completed and signed by the owner/applicant
- [x] 10 (ten) copies of the proposed plan, folded to legal file size. Plan should not be smaller than 1" = 50'and not exceed a sheet size of 24"x 36"
- [x] One (1) reduced copy of the proposed plan, no larger than 11"x17"
- [ ] Two (2) sets of tentative architectural plans for all applications proposing construction or land development
- [ ] One (1) copy of the Recreation Facilities Plan (if required by §146-40)
- [x] Letter of Sanitary Sewer availability from the Township Wastewater Treatment Department Two
- [x] (2) copies of Sewage Facilities Planning Module Applications
- [x] Letter of Water availability from AQUA PA
- [ ] One (1) copy of any previous Zoning Hearing Board decisions related to the subject property
- [x] One (1) Digital copy of all submitted documents
- [x] Application Fee: Check made payable to the Township of Abington
- [x] Escrow Fee: Check made payable to the Township of Abington. Separate check from application fee

VI. SIGNATURE

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct, and complete.

Kyle Daughton — Signature of Applicant

9/3/2020 — Date

Signature of Property Owner (if different than applicant)

Date

THE FOLLOWING IS FOR INTERNAL USE ONLY:

PAYMENT

☑ Application Fee Amount: $ 300.00 Check No.: # 106

☑ Review Escrow Fee Amount: $ 2,500.00 Check No.: # 107

DECISION INFORMATION

Approval ☐ Denial ☐ Decision Date: _____

Comments/Conditions:

PLANNING PROCESS EXTENSION AGREEMENT

FOR

Kyle J. Daugherty - Lot Line Consolidation

PROJECT NAME

The Pennsylvania Municipality Planning Code (MPC) and the Abington Township Subdivision and Land Development Ordinance state that action must be taken by the Township within ninety (90) days after a complete application is filed with the Township. In the Township, complicated, unique, and community impactful projects have or may require additional time in order to complete a thorough review before being considered for approval. As such, an applicant may voluntarily waive the timing requirement at any time, but is encouraged to submit this waiver with the completed application.

I, the applicant, hereby voluntarily waive the timing requirement as set forth in the MPC (Section 53 P.S. 10508) and the Abington Township Subdivision and Land Development Ordinance (Section 146-13). Applicant acknowledges that this waiver can be revoked at any time upon written notice to the Township Manager. The time limitations set forth in 53 P.S. 10508 and Section 146-13 of the Abington Township Code shall be calculated from the date that the written revocation is received by the Township Manager.

Signed: Kyle Daugherty _____ Date: 9/3/2020
Applicant

Received: _____ Date: 9/16/2020
Township

ESCROW AGREEMENT FOR PROFESSIONAL REVIEW FEES FOR SUBDIVISION/LAND DEVELOPMENT APPLICATIONS

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Township's Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Township. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or $250, whichever is greater, the Township may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed: Kyle Daughtry
Applicant

Date: 9/3/2020

Boucher & James, Inc.
CONSULTING ENGINEERS
AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
215-345-9400
Fax 215-345-9401

2756 Rimrock Drive
Stroudsburg, PA 18360
570-629-0300
Fax 570-629-0306
Mailing:
P.O. Box 699
Bartonsville, PA 18321

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

October 19, 2020

Mr. Richard Manfredi, Manager
Abington Township
1176 Old York Road
Abington, PA 19001

SUBJECT: BELMONT AVENUE LOT LINE CONSOLIDATION
MINOR SUBDIVISION/ LOT LINE CONSOLIDATION PLAN REVIEW NO. 1
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
PROJECT NO. 2026025R

Dear Mr. Manfredi:

Pursuant to the Township's request, we have completed our first review of the Minor Subdivision/ Lot Line Consolidation Application for the Belmont Avenue Lot Line Consolidation. The submitted information consists of the following items:

- Township of Abington SD/LD Review Application #SD20-01
- Township of Abington Planning Process Extension Agreement
- Township of Abington Escrow Agreement for Professional Review Fees for Subdivision/Land Development Applications
- Cover letter, dated August 28, 2020, prepared by Charles E. Shoemaker, Inc.
- Requested Waivers letter, dated August 28, 2020, prepared by Charles E. Shoemaker, Inc
- Sanitary Sewer Availability letter, dated August 27, 2020, prepared by Township of Abington Wastewater Department,
- Minor Subdivision/Lot Line Consolidation Plan (Sheet 1 of 1) prepared by Charles E. Shoemaker, Inc., dated August 17, 2020.

BACKGROUND INFORMATION

The Owner/Applicant, Kyle Dougherty, is proposing a lot consolidation of lands located on Belmont Avenue in Abington, PA to create a conforming residential building lot for future development. No building or construction is proposed at this time.

The existing lots (Tax Parcel Numbers 30-00-03664-00-5 and 30-00-03660-00-9) are located on Belmont Avenue, west of the intersection with Westmont Avenue, within the R4 High Density Residential Zoning District. The two parcels are vacant, grassed lots with large mature evergreen trees along the frontage. The total lot area post consolidation will be 13,000 square feet.

Based on our review of the above information, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 602 and Figure 6.1, the minimum lot area is 7,500 square feet. The existing lot areas are less than the required and are existing non-conformities. The proposed lot consolidation creates a total net lot area of 13,000 square feet and removes the existing non-conformity.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

2. In accordance with Section 146-10.B.(5), the submission type as set forth in Section 146-9.D shall be indicated on the plan.

3. In accordance with Sections 146-11.A.(4) and 146-11.B.(3), tract boundaries with tax parcel numbers, owner's names, and approximate acreage of lots surrounding and within 400-feet of the project site must be provided. Waivers are requested from Sections 146-11.A.(4) and 146-11.B.3. The Plan shows immediately adjacent property owner information but should be revised to include the area, in acres or square feet, of the immediately adjacent properties and the properties across the street.

4. In accordance with Section 146.11.A.(10), the zoning classification applicable to the tract along with all zoning boundaries that traverse or are within 400 feet of the tract, together with a citation of any variances or special exceptions which may have been granted for or affecting the site must be shown on the plans. The Plans must be revised in accordance with this Section.

5. In accordance with Section 146-11.B.(7), existing waterlines, sanitary sewer lines, storm sewer lines, electric lines, telephone lines, gas mains, fire hydrants, and streetlights located on and within 400 feet of the project site must be shown on the plan. A waiver is requested from Section 146-11.B.(7). An aerial photograph delineating the project site and showing existing features within 400-feet of the project site shall be provided with the requested waiver.

6. A waiver is requested from Section 146-11.F.(1) to not be required to include stormwater calculations, drainage area plans, and facility designs. No construction is proposed with this Lot Consolidation Plan. No development is proposed with this submission and the request indicates that stormwater management is deferred until a building permit application is submitted.

   The waiver section shall be corrected in the Requested Waivers letter and reference Section 146-11.F.(1).

7. In accordance with Sections 146-11.K and 146-35.B.(1), an approved Sewage Facilities

Planning Module, where applicable, must be provided to the Township.

8. A waiver is requested from Section 146-11.L to not be required to provide architectural plans. No development is proposed with this submission.

9. In accordance with Section 146-11.M.(1),(b), a letter certifying the availability of a central water supply system from the appropriate utility must be provided, if applicable.

10. The Applicant is requesting a waiver from Section 146-24.D.(4)(A) to not be required to widen Belmont Avenue to a 30-foot wide cartway. The request indicates that additional right-of-way (5-feet wide) is offered for dedication. No development is proposed with this submission.

    The waiver section shall be corrected in the Requested Waivers letter and reference Section 146-24.D.(4)(A).

11. Waivers are requested from Sections 146-27 and 146-27.1 to not be required to install concrete sidewalk and curb along Belmont Avenue street frontage. No development is proposed with this submission. If waivers are approved the required note in Section 146-12.E.(6) must be provided on the plan.

12. In accordance with Section 146-32.A, monuments shall be of stone or concrete and located on the right-of-way lines at corners, angle points, beginning and end of curves and as otherwise required. Monuments shall be indicated on all plans. A certified copy of this referenced information shall be given to the Township Engineer. Permanent reference monuments of concrete or durable stone 20 inches by four inches by four inches with forty-five-degree beveled edges shall be set by the subdivider/land developer or builder. The Plan must be revised to show a proposed monument where the proposed ultimate right-of way line ties into the legal right-of way line (northwest corner).

MISCELLANEOUS COMMENTS

13. A list of requested waivers shall be provided on the plan.

14. The Abington Township Application number (SD-20-01) must be added to the Plan.

The above comments represent a thorough and comprehensive review of the information submitted with the intent of giving the Township the best direction possible. However, due to the nature of the comments, the receipt of a revised plan submission may generate new comments.

In order to facilitate an efficient re-review of revised plans, the Design Engineer shall provide a letter, addressing item by item, their action in response to each of our comments.

We recommend the above comments be addressed to the satisfaction of Abington Township prior to approval of the proposed Lot Consolidation Plan.

If you should have any questions regarding the above, please call me.

Sincerely,

Melissa E. Prugar, P.E.
Municipal Engineer

MEP/mes/clg

cc: Amy Riddle Montgomery, Director of Engineering – Abington Township
Shaun Littlefield, Interim Officer, Zoning– Abington Township
Michael P. Clark, Esquire, Rudolph Clarke, LLC – Abington Township Solicitor
Kyle Dougherty – Applicant/ Property Owner
Gary A. Tilford, RLA, Charles E. Shoemaker, Inc. – Applicant's Registered Surveyor
Michael Narcowich, Montgomery County Planning Commission
Maryellen Saylor, P.E. – Boucher & James, Inc.

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MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER

MONTGOMERY COUNTY
PLANNING COMMISSION

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

October 23, 2020
Mr. Rich Manfredi, Manager
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: MCPC #20-0184-001
Plan Name: Kyle Dougherty Lot Line Consolidation
(1 lot comprising 0.30 acres)
Situate: Belmont Avenue at Artman Street and Westmont Avenue
Abington Township

Dear Mr. Manfredi:

We have reviewed the above-referenced minor subdivision plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on September 22, 2020. We forward this letter as a report of our review.

BACKGROUND

Kyle J. Dougherty, the applicant, proposes to combine two lots into one 0.30 acre lot through a (reverse) subdivision. The properties are located in the R4 High Density Residential District. The proposal would combine two nonconforming lots and create a lot that conforms to minimum lot size.

The plan states that it is served by public sewer and water; however, the applicant included a letter from the township's wastewater department stating that there is no existing sanitary sewer service main along Belmont Avenue adjacent to the properties, and that sanitary sewer service is available west of the parcels along Belmont Avenue and into lands owned by the township. The applicant has submitted a minor plan, dated August 17, 2020.

COMPREHENSIVE PLAN COMPLIANCE

The plan is consistent with *MONTCO 2040: A New Vision, the Comprehensive Plan for Montgomery County*. This plan designates the project area as "Suburban Residential." The proposal is also consistent with the Abington Comprehensive Plan (2007).

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issue that the applicant and township may wish to consider. Our comments are as follows:

REVIEW COMMENTS

UTILITIES

A. We recommend the applicant clarify the situation with public sewer service. Is the property served?

TRANSPORTATION

A. Sidewalk. The applicant has requested a waiver from the requirement to construct a sidewalk. We recommend that either the applicant provide sidewalk, or the township and applicant consider whether a waiver might be granted, and In lieu of sidewalk, the applicant should improve the condition of the nearest portion of the existing path to the adjacent Roslyn Park (see image below).



CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the township's planning objectives for residential development.

Please note that the review comments and recommendations contained in this report are advisory to the township and final disposition for the approval of any proposal will be made by the township.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal

seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (20-0184-001) on any plans submitted for final recording.

Sincerely,

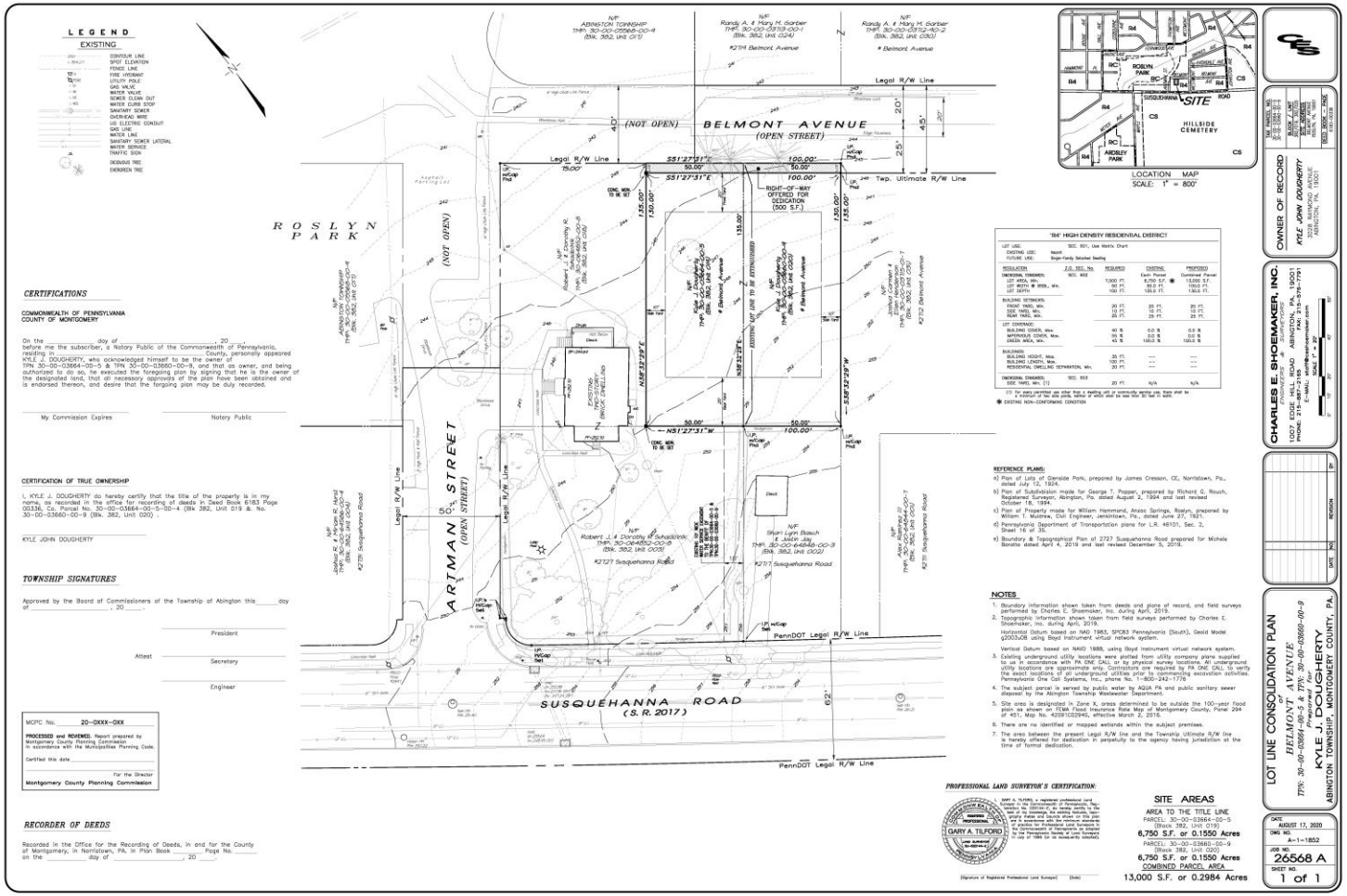
Mike Narcowich, AICP, Assistant Section Chief: Community Planning
mnarcowi@montcopa.org
610-278-5238

c: Kyle J. Dougherty, Applicant
Gary Tilford, P.L.S., Charles E. Shoemaker, Inc.; Applicant's Representative
Lucy Strackhouse, Chair, Township Planning Commission
Amy Montgomery, P.E., Director of Engineering and Code, Abington Township
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: A: Plan
B: Aerial Photo

ATTACHMENTS A & B

Plan –Kyle Dougherty Lot Line Consolidation



Aerial Photo –Kyle Dougherty Lot Line Consolidation



Kyle Dougherty Lot Line Subdivision
MCPC #200184001

Montgomery County Planning Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19404-0311
(p) 610.278.3722 - (f) 610.278.3941
www.montcopa.org/planning
Aerial photography provided by NearMap.

FAX: (215) 576-7791 PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

August 28, 2020
Revised: November 5, 2020

Amy Montgomery
Director of Engineering & Code
Abington Township
1176 Old York Road
Abington, PA 19001

RE: REQUESTED WAIVERS
Kyle J. Dougherty Application
Lot Line Consolidation Plan
Belmont Avenue, Roslyn, PA

Dear Ms. Montgomery:

On behalf of Kyle J. Dougherty, we are requesting consideration of the following waivers in connection with the proposed minor subdivision plan to consolidate two parcels. The proposed subdivision is intended to create one zoning compliant single-family residential building parcel. No public improvements are proposed. Belmont Avenue comes to a dead end at Roslyn Park. The roadway fronting the site has a paved cartway width of twenty feet with no curb or sidewalk. The Applicant wishes to maintain the current conditions and request waiver of pavement widening, curb and sidewalk.

WAIVER LIST:

1. **Section 146-11.A.(4)**
IDENTIFICATION PLAN: From the requirement to include all tax parcel numbers, owner's names, lot acreage surrounding site within 400 feet.

2. **Section 146-11.B.(3)**
EXISTING FEATURES PLAN: From the requirement to include all property lines and names of owners within 400 feet.

3. **Section 146-11.B.(7)**
EXISTING FEATURES PLAN: From the requirement to show all underground and above ground public and private utilities within 400 feet of the site.

4. **Section 146-11.F.(1)**
STORMWATER MANAGEMENT PLAN: From the requirement to include stormwater calculations, drainage area plans, and facility designs. No construction is proposed with this lot consolidation plan. Stormwater management is deferred until a building permit application is presented.

FAX: (215) 576-7791 PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

5. Section 146-11.L.
ARCHITECTUAL PLANS: From the requirement to provide architectural plans.

6. Section 146-24.D.(4)(A)
RIGHT-OF-WAY AND PAVING WIDTH: From the requirement to provide a street cartway width of 30 feet. Additional right-of-way is offered for dedication.

7. Section 146-27.1. & 6.
SIDEWALKS AND CURBS: From the requirement to install concrete sidewalk and curb along Belmont Avenue street frontage.

Please consider our request when reviewing the Minor Land Development Plan.

Sincerely,

Gary A. Tilford, PLS
Charles E. Shoemaker, Inc.

cc: Kyle J. Dougherty, Applicant (via email)
Thomas Bowman, Esquire, (via email)
CES File #26568A

WASTEWATER DEPARTMENT

George Wrigley, Director

August 27, 2020

Mr. Kyle J. Dougherty
Belmont Avenue
Roslyn, PA 19001

RE: Vacant parcels adjacent to 2712 Belmont Ave.: Sanitary Sewer Availability

Dear Mr. Dougherty:

The Township of Abington Wastewater Utilities Department has considered your request for verification of sanitary sewer service availability for the parcel No. 30003664005 and No. 30003660009 along Belmonte Avenue in Roslyn, PA. There is no exiting sanitary sewer main line along Belmont Avenue adjacent to the properties. Sanitary sewer service is available west of the parcels along Belmonte Avenue and into lands owned by Abington Township. Further information regarding the proposed land development will need to be submitted with respect to sewer service design.

Should you have any questions or require any additional information, please contact me at 215-884-8329 or email at gwrigley@abingtonpa.gov.

Sincerely,

George R. Wrigley, Director

Abington Wastewater Utilities Department

pc: Ms. Amy Montgomery, PE., Abington Director of Engineering & Code Enforcement

DocuSign Envelope ID: 5E4379CA-2186-4B89-8258-49BAEE9F92B2

PLANNING COMMISSION RECOMMENDATION FORM

APPLICANT INFORMATION:

Application Number N/A Date November 18, 2020

Name Subdivision Application for the Belmont Avenue Lot Line Consolidation

Address Belmont Avenue at Artman Street and Westmont Avenue, Abington, PA

Overview:

The Owner/Applicant, Kyle J. Dougherty, is proposing a lot consolidation of lands located on Belmont Avenue at Artman Street and Westmont Avenue in Abington, PA to create a conforming residential building lot for future development.

Waivers requested by the applicant are as follows:
Section 146.11.A. (4) – Property Identification Plan
Section 146.11.B. (3) – Existing Features Plan
Section 146.11.B. (7) – Existing Features Plan
Section 146.11 F. a. – Stormwater Management Plan
Section 146.11.L. – Architectural Plan
Section 146.24.D.4.A. – Right-of-Way and Paving Width
Section 146.27.1. – Sidewalks and Curbs

PLANNING COMMISSION COMMENTS AND RECOMMENDATIONS:

Comments and/or Conditions:

Ms. Gauthier made a MOTION, seconded by Mr. Russell to recommend approval of the subdivision application for the Belmont Avenue Lot Line Consolidation located on Belmont Avenue at Artman Street and Westmont Avenue, Abington, PA., subject to review comments as listed in Boucher & James, Inc. review letter dated October 19, 2020 including adding zoning classification to the plan; consult with Fire Marshal about location of the fire hydrants and/or sprinklers needed for future construction of new home; and approval of waivers requested by the applicant as listed.

Recommendations:

The Planning Commission recommends approval of the SD for the Belmont Avenue Lot Line Consolidation at Artman Street and Westmont Avenue.

[X] APPROVED [ ] DENIED VOTE 8 OF 0

DocuSigned by:
BY: _____ DATE: 12/1/2020
B31CE06C53954D8...
Lucy Strackhouse, Chair

DocuSigned by:
BY: _____ DATE: 12/1/2020
476AEA96497443E...
Dale Russell, Vice-Chair

FAX: (215) 576-7791

PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS

SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS

1007 EDGE HILL ROAD

ABINGTON, PENNSYLVANIA 19001

April 6, 2021

Shaun Littlefield, Interim Zoning Officer
Abington Township
1176 Old York Road
Abington, PA 19001

Via email

RE: REVISED WAIVER LIST
Kyle J. Dougherty Application
Final Minor Subdivision Plan
Belmont Avenue, Roslyn, PA

Dear Ms. Montgomery:

On behalf of Kyle J. Dougherty, we are requesting consideration of the following waivers in connection with the proposed minor subdivision plan to consolidate two parcels. The proposed subdivision is intended to create one zoning compliant single-family residential building parcel. No public improvements are proposed. Belmont Avenue comes to a dead end at Roslyn Park. The roadway fronting the site has a paved cartway width of twenty feet with no curb or sidewalk. The Applicant wishes to maintain the current conditions and request waiver of pavement widening, curb and sidewalk.

WAIVER LIST:

1. **Section 146-11.A.(4) & Section 146-11.B.(3)**
IDENTIFICATION & EXISTING FEATURES PLAN: From the requirement to include all tax parcel numbers, owner's names, lot acreage surrounding site within 400 feet.

2. **Section 146-11.B.(7)**
EXISTING FEATURES PLAN: From the requirement to include all property lines, names of owners, underground and above ground utilities within 400 feet of the site. An aerial photo plan has been provided showing existing features within 400 feet of the project site.

3. **Section 146-24.D.(1)**
RIGHT-OF-WAY AND PAVING WIDTH: From the requirement to provide A minimum right-of-way width of fifty feet (50') and a minimum cartway width of thirty feet (30'). Additional right-of-way is offered for dedication.

4. **Section 146-27 & 146-27.1**
SIDEWALKS AND CURBS: From the requirement to install concrete sidewalk and curb along Belmont Avenue street frontage.

FAX: (215) 576-7791 PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

Please consider our request when reviewing the Final Minor Land Development Plan.

Sincerely,

Gary A. Tilford, PLS
Charles E. Shoemaker, Inc.

cc: Kyle J. Dougherty - Applicant/Owner (email)
Khaled R. Hassan, P.E., Pennoni Associates (email)
Terry Castorina, Abington Township Executive Assistant (email)
CES File #26568A

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

ABD Investments, Inc.

EXECUTIVE SUMMARY:

The Applicant, ABP Investments, Inc. proposing to consolidate the (3) existing parcels and to subsequently subdivide into (2) new lots for property located at 1051, 1053 and 1057 Easton Road at Tyson Avenue. Property Lot 1 will have an area of 13,098 sq. ft. and will consist of a triplex (existing twin dwelling plus 2 attached apartments). Proposed Lot 2 will have an area of 17,823 sq. ft. and will consist of proposed (4) unit townhouse building.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTIONS:

Consider approving ABP Investments, Inc. for property located at 1051, 1053 and 1057 Easton Road at Tyson Avenue to consolidate the (3) existing parcels and to subsequently subdivide into (2) new lots.

PLANNING COMMISSION RECOMMENDATION FORM

APPLICANT INFORMATION:

Application Number N/A Date January 23, 2021

Name Land Development Application for Applicant ABD Investments, Inc.

Address 1051, 1053 and 1057 Easton Road at Tyson Avenue, Abington, PA

Overview:

The Applicant, ABD Investments, Inc. is proposing to consolidate the (3) existing parcels and to subsequently subdivide into (2) new lots. Proposed Lot 1 will have an area of 13,098 sq. ft. and will consist of a triplex (existing twin dwelling plus 2 attached apartments). Proposed Lot 2 will have an area of 17,823 sq. ft. and will consist of a proposed (4) unit townhouse building. Driveway access will remain between the existing triplex and proposed townhomes. A parking lot is also proposed in the rear of the property and will be shared by Lots 1 and 2. The proposed land development will also include the construction of stormwater management facilities and storm sewer and the installation of landscaping. Public water and sanitary sewer services will remain.

Waivers requested by the applicant are as follows:

Section 146.11.A.11.B – Property Identification Plan
Section 146.11.B. 7 – Existing Features Plan
Section 146-11.G.1 and 146-11.G.3 – Utility Plan
Section 146-11.J. – Recreational Facilities Plan
Section 146-11.L – Architectural Plan
Section 146-28.B - and to permit driveway less than 24 feet wide as shown on the plan
Section 146-30.A – Irregular Lot Shape – and to permit the proposed shape of Lot 2.
Section 146-33.C – Storm Sewer Protection – and to permit less than 24 inches of cover over storm sewers as shown on the plan.
Section 146-43.C.(3)(a) – Cut and Fill Slopes – and to permit slopes up to 33% due to site limitations for grading

PLANNING COMMISSION COMMENTS AND RECOMMENDATIONS:

Comments and/or Conditions:

Recommendations:

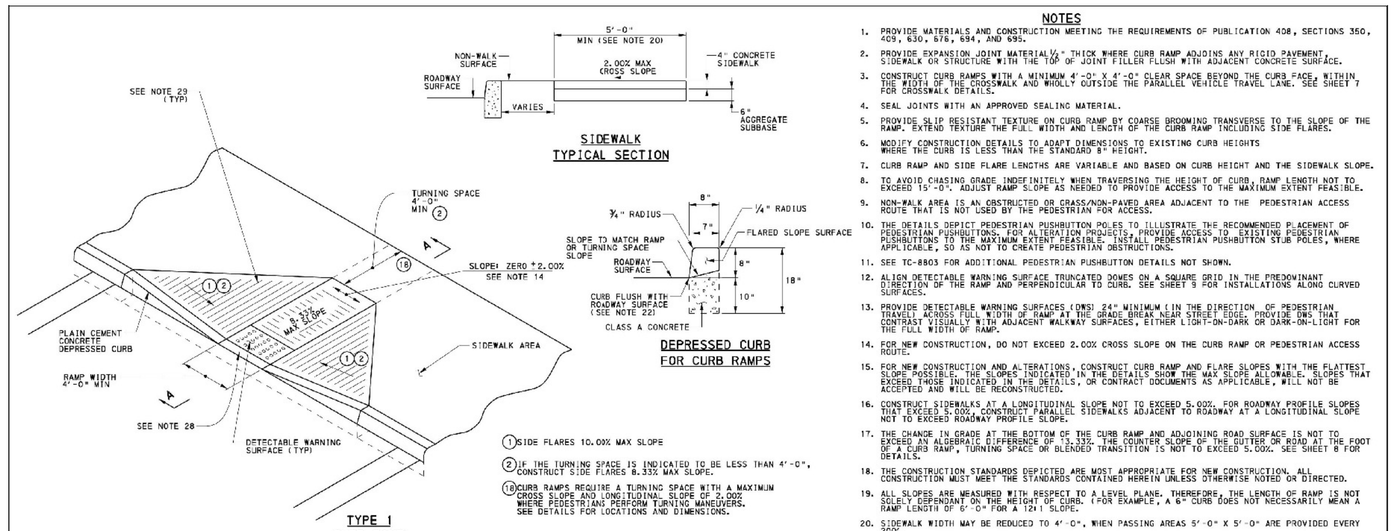
The Planning Commission recommends approval of the Land Development Application LD-20-01, Applicant ABD Investments, Inc. for property located at 1051, 1053 and 1057 Easton Road at Tyson Avenue, Abington, PA to demolish existing one-unit building and to construct proposed four-unit townhouses subject to the applicant complying with the Abington Master Bicycle Plan and coordinate with the Township to determine the appropriate wayfinding signage and installment; subject to the applicant completing any outstanding items as listed in Boucher & James,

Inc.'s review letter dated December 21, 2020, and all waivers requested by the applicant as listed were approved.

[X] APPROVED [ ] DENIED VOTE 9 OF 0

BY:_____ DATE: _____
Lucy Strackhouse, Chair

BY: _____ DATE: _____
Dale Russell, Vice-Chair



NOTES

1. PROVIDE MATERIALS AND CONSTRUCTION MEETING THE REQUIREMENTS OF PUBLICATION 408, SECTIONS 350, 409, 630, 676, 694, AND 696.
2. PROVIDE EXPANSION JOINT MATERIAL ½" THICK WHERE CURB RAMP ADJOINS ANY RIGID PAVEMENT, SIDEWALK OR STRUCTURE WITH THE TOP OF JOINT FILLER FLUSH WITH ADJACENT CONCRETE SURFACE.
3. CONSTRUCT CURB RAMPS WITH A MINIMUM 4'-0" CLEAR SPACE BEYOND THE CURB RAMP, WITHIN THE WIDTH OF THE CROSSWALK AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE. SEE SHEET 7 FOR CROSSWALK DETAILS.
4. SEAL JOINTS WITH AN APPROVED SEALING MATERIAL.
5. PROVIDE SLIP RESISTANT TEXTURE ON CURB RAMP BY COARSE BROOMING TRANSVERSE TO THE SLOPE OF THE RAMP. EXTEND TEXTURE THE FULL WIDTH AND LENGTH OF THE CURB RAMP INCLUDING SIDE FLARES.
6. MODIFY CONSTRUCTION DETAILS TO ADAPT DIMENSIONS TO EXISTING CURB HEIGHTS WHERE THE CURB IS LESS THAN THE STANDARD 6" REVEAL.
7. CURB RAMP AND SIDE FLARE LENGTHS ARE VARIABLE AND BASED ON CURB HEIGHT AND THE SIDEWALK SLOPE.
8. TO AVOID CREATING GRADE INDENTITALLY WHEN TRAVERSING THE HEIGHT OF CURB, RAMP LENGTH NOT TO EXCEED 15'-0". ADJUST RAMP SLOPE AS NEEDED TO PROVIDE ACCESS TO THE MAXIMUM EXTENT FEASIBLE.
9. NON-WALK AREA IS AN UNOBSTRUCTED GRASS/NON-PAVED AREA ADJACENT TO THE PEDESTRIAN ACCESS ROUTE THAT IS NOT USED BY THE PEDESTRIAN FOR ACCESS.
10. THE DETAILS DEPICT PEDESTRIAN PUSHBUTTON POLES TO ILLUSTRATE THE RECOMMENDED PLACEMENT OF PEDESTRIAN PUSHBUTTONS. FOR ALTERATION PROJECTS, PROVIDE ACCESS TO EXISTING PEDESTRIAN PUSHBUTTONS. FOR NEW CONSTRUCTION, PROVIDE ACCESS TO PEDESTRIAN PUSHBUTTON STAR POLES, WHERE APPLICABLE, SO AS NOT TO CREATE PEDESTRIAN OBSTRUCTIONS.
11. SEE TC-8805 FOR ADDITIONAL PEDESTRIAN PUSHBUTTON DETAILS NOT SHOWN.
12. ALIGN DETECTABLE WARNING SURFACE TRUNCATED DOMES ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF THE RAMP AND PERPENDICULAR TO CURB. SEE SHEET 9 FOR INSTALLATIONS ALONG CURVED SURFACES.
13. PROVIDE DETECTABLE WARNING SURFACES (DWS) 24" MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL AND FULL WIDTH OF RAMP AT THE GRADE BREAK NEAR STREET EDGE, PROVIDE DWS THAT CONTRASTS VISUALLY WITH ADJACENT WALKWAY SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT FOR THE FULL WIDTH OF RAMP.
14. FOR NEW CONSTRUCTION, DO NOT EXCEED 2.00% CROSS SLOPE ON THE CURB RAMP OR PEDESTRIAN ACCESS ROUTE.
15. FOR NEW CONSTRUCTION AND ALTERATIONS, CONSTRUCT CURB RAMP AND FLARE SLOPES WITH THE FLATTEST SLOPE POSSIBLE. THE SLOPES INDICATED IN THE DETAILS SHOW ONE WAY SLOPE ALLOWABLE. SLOPES THAT EXCEED THOSE INDICATED IN THE DETAILS, OR CONTRACT DOCUMENTS AS APPLICABLE, WILL NOT BE ACCEPTED AND WILL BE RECONSTRUCTED.
16. CONSTRUCT SIDEWALKS AT A LONGITUDINAL SLOPE NOT TO EXCEED 5.00%. FOR ROADWAY PROFILE SLOPES THAT EXCEED 5.00%, CONSTRUCT PARALLEL SIDEWALKS ADJACENT TO ROADWAY AT A LONGITUDINAL SLOPE NOT TO EXCEED ROADWAY PROFILE SLOPE.
17. THE CHANGE IN GRADE AT THE BOTTOM OF THE CURB RAMP AND ADJOINING ROAD SURFACE IS NOT TO EXCEED AN ALGEBRAIC DIFFERENCE OF 11.32%. THE COUNTER SLOPE OF THE GUTTER OR ROAD AT THE FOOT OF A CURB RAMP, TURNING SPACE OR BLENDED TRANSITION IS NOT TO EXCEED 5.00%. SEE SHEET 9 FOR DETAILS.
18. THE CONSTRUCTION STANDARDS DEPICTED ARE BEST APPROPRIATE FOR NEW CONSTRUCTION. ALL CONSTRUCTION MUST MEET THE STANDARDS CONTAINED HEREIN UNLESS OTHERWISE NOTED OR DIRECTED.
19. ALL SLOPES ARE MEASURED WITH RESPECT TO A LEVEL PLANE, THEREFORE, THE LENGTH OF RAMP IS NOT DIRECTLY DEPENDENT ON THE RAMP SLOPE. FOR EXAMPLE, A 6" CURB DOES NOT NECESSARILY MEAN A RAMP LENGTH OF 5'-0" FOR A 12:1 SLOPE.
20. SIDEWALK WIDTH MAY BE REDUCED TO 4'-0", WHEN PASSING AREAS 5'-0" X 5'-0" ARE PROVIDED EVERY 200'.
21. THE TRAVEL LANE IS DEFINED BY THE OUTSIDE EDGE OF THE WHITE PAVEMENT MARKING LINE. IF A WHITE PAVEMENT MARKING LINE DOES NOT EXIST, THE TRAVEL LANE IS DEFINED BY THE ADJACENT PAVEMENT.
22. CONSTRUCT DEPRESSED CURB FOR CURB RAMPS FLUSH TO ADJACENT ROADWAY. GRADE EDGE OF ROAD ELEVATIONS AT THE GUTTER LINE AT THE BOTTOM OF CURB RAMPS AND FLARES TO MATCH GUTTER ELEVATIONS. ALLOWABLE TOLERANCE IS ½" ABOVE OR BELOW GUTTER ELEVATIONS. FILL THE JOINT BETWEEN DEPRESSED CURB AND ROADWAY, REMOVE EXCESS JOINT SEALER AND COVER THE SEALED AREA WITH A LIGHT APPLICATION OF DRY SAND.
23. CHECK RAILS ARE PERMITTED WHEN ADJACENT TO NON-WALK AREAS OR ELEVATION DIFFERENCES CANNOT BE ACCOMMODATED BY FLARES OR GRADING. GRADE CHECK RAILS AT OTHER NON-WALK AREAS AT 3' OR FLATTER. DO NOT INSTALL CHECK RAILS THAT INTERSECT THE PEDESTRIAN PATH.
24. CONSTRUCT TOP OF PLAIN CEMENT CONCRETE DEPRESSED CURB TO BE FLUSH WITH ADJACENT SURFACES (RAMPS, SIDEWALKS, FLARES).
25. FOR CURB RAMPS THAT LEAD TO A SINGLE CROSSWALK, THE RAMP (EXCLUDING FLARES) TO BE FULLY INSIDE OF MARKED CROSSWALK LINES. SEE SHEET 9 FOR DETAILS.
26. A 4'-0" MAXIMUM DIGITAL DISPLAY LEVEL WILL BE USED TO VERIFY THE SLOPES OF CURB RAMPS AND SIDEWALKS.
27. INSTALL DUMMY JOINTS WHERE RAMPS, TURNING SPACES, FLARES, AND SIDEWALKS ABUT.
28. CONSTRUCT DEPRESSED CURB SLOPE TO MATCH ROADWAY PROFILE AND PAVE & FLUSH CONNECTION. TRANSITION CURB RAMP CROSS SLOPE TO MATCH ROADWAY PROFILE AS GRADUALLY AS POSSIBLE, DO NOT EXCEED 3.00% PER 1'-0" CROSS SLOPE RATE OF CHANGE WHEN TRANSITIONING TO ROADWAY PROFILE.
29. DO NOT SCORE OR MAKE GROOVES ON SLOPED SURFACES. LINES SHOWN ON DETAILS ARE FOR ILLUSTRATION ONLY. SEE NOTE 5.

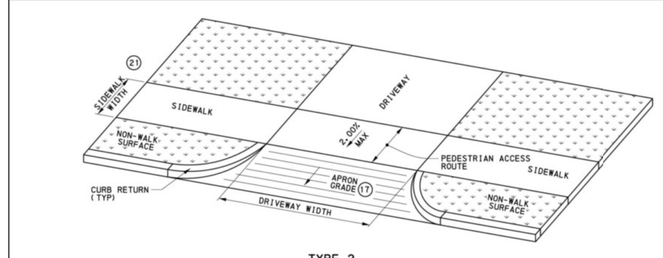
PERCENT SLOPE	EQUIVALENT SLOPE
10.00%	10:1
8.33%	12:1
7.14%	14:1
6.00%	20:1
2.00%	50:1
1.00%	100:1

EQUIVALENT SLOPES

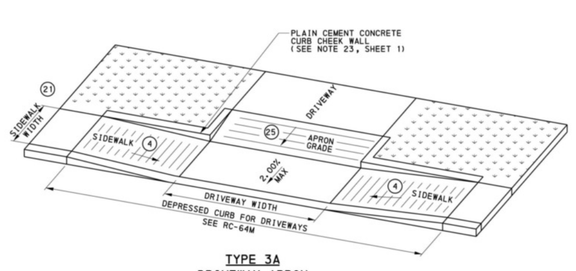
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BUREAU OF PROJECT DELIVERY

CURB RAMPS AND SIDEWALKS
NEW CONSTRUCTION OR
ALTERATION DETAILS
TYPE 1 CURB RAMPS AND
TYPICAL SECTIONS

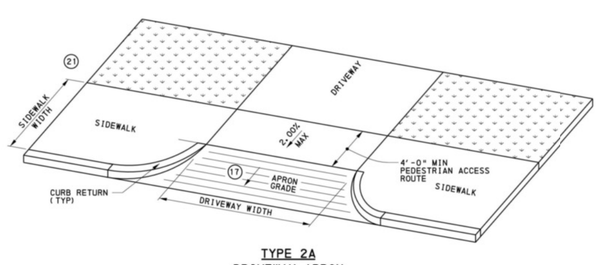
RECOMMENDED JUN.10, 2013 — CHIEF, ENG. DELIVERY SYSTEMS
RECOMMENDED JUN.10, 2013 — ACTING DIR. BUREAU OF PROJECT DELIVERY
SHT 11 OF 14
RC-67M



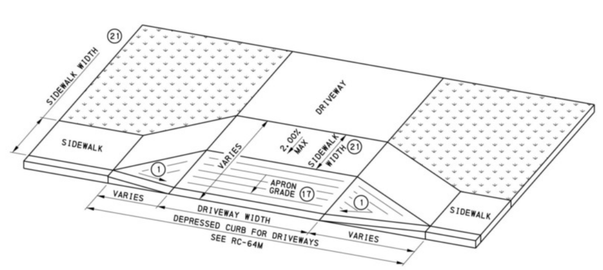
TYPE 2
DRIVEWAY APRON



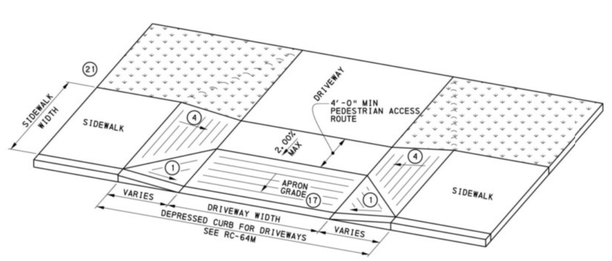
TYPE 3A
DRIVEWAY APRON



TYPE 2A
DRIVEWAY APRON



TYPE 4
DRIVEWAY APRON



TYPE 3
DRIVEWAY APRON

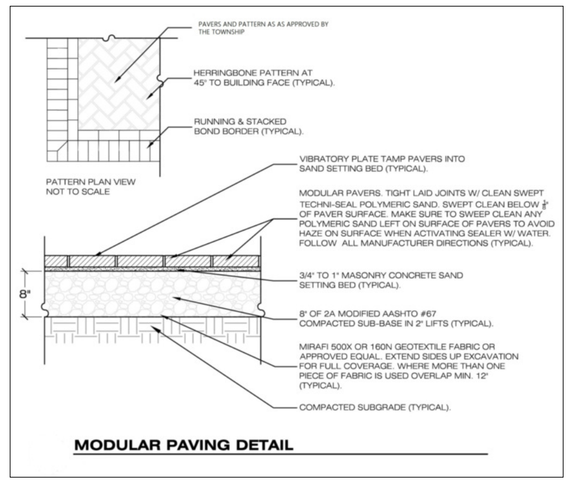
1 SIDE FLARES 10.00% MAX SLOPE.
4 8.33% MAX RAMP SLOPE, SEE NOTE 8 SHEET 1.
7 8.00% MAX CHANGE IN GRADE BETWEEN ROAD SURFACE AND DRIVEWAY.
21 MINIMUM SIDEWALK WIDTH 5'-0" (SEE NOTE 20, SHEET 1)
23 8.00% MAX CHANGE IN GRADE BETWEEN DRIVEWAY SURFACE AND SIDEWALK.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BUREAU OF PROJECT DELIVERY

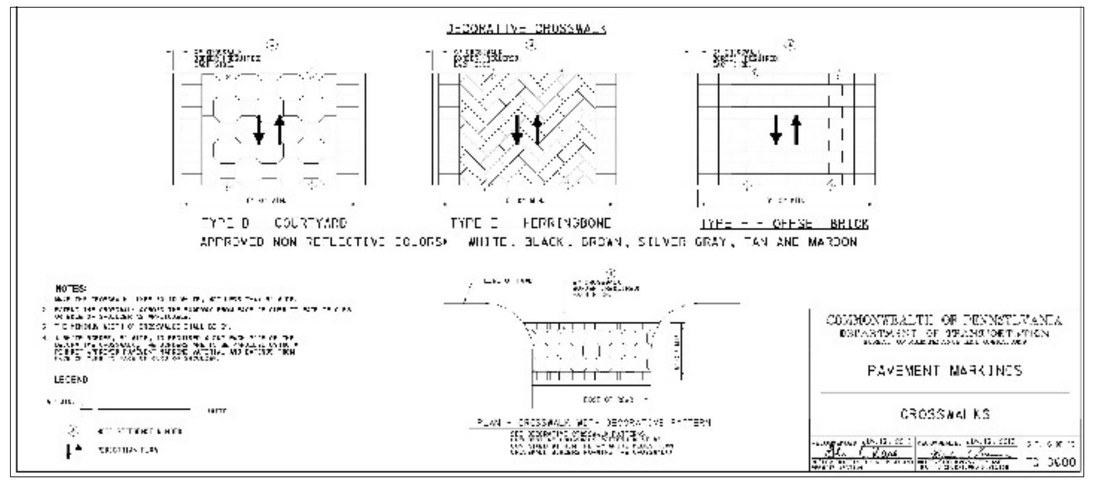
CURB RAMPS AND SIDEWALKS

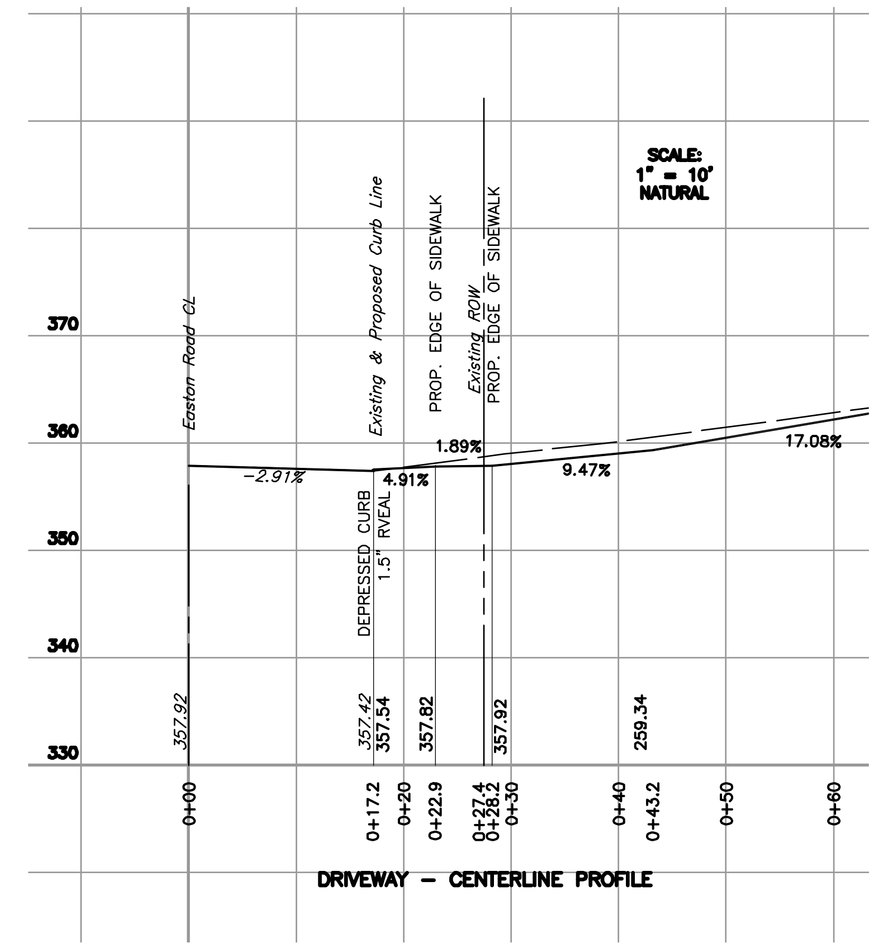
DRIVEWAY APRONS

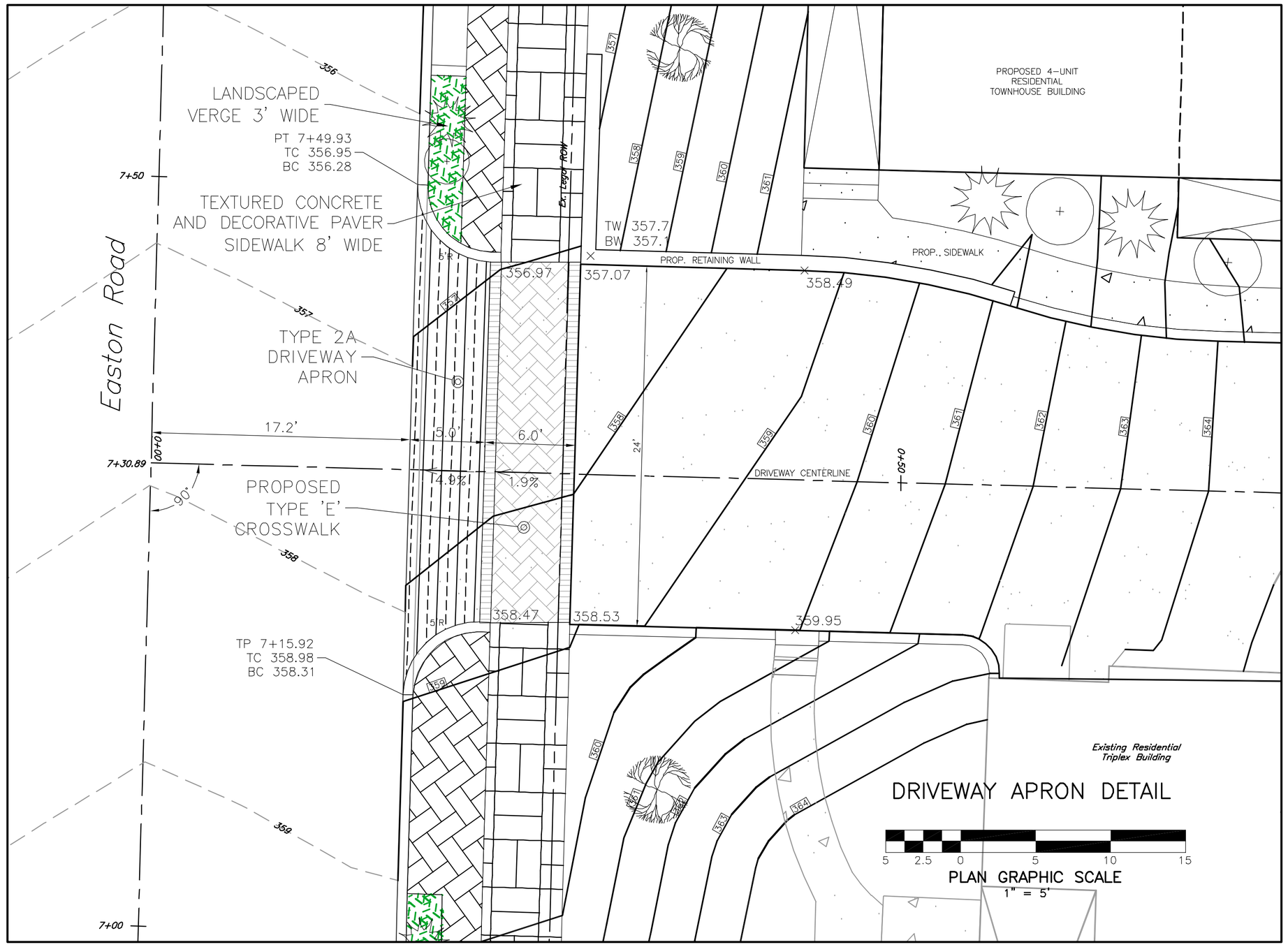
RECOMMENDED JUN.10, 2013 — CHIEF, ENG. DELIVERY SYSTEMS
RECOMMENDED JUN.10, 2013 — ACTING DIR. BUREAU OF PROJECT DELIVERY
SHT 12 OF 14
RC-67M



MODULAR PAVING DETAIL







NORTH ARROW

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No.	Date	Description	By
4	04-22-21	PER ENGINEER'S COMMENTS	BLH
3	02-26-21	PER REVIEW LETTER COMMENTS	BLH
2	11-02-20	PER REVIEW LETTER COMMENTS	BLH
1	06-15-20	PER REVIEW LETTER COMMENTS	BLH

Project Number H2423 | CAD File Name BASE.DWG | File Number --- | Drafter/Engineer JBG/NTR

County ABINGTON | County MONTGOMERY | Date 01-14-20 | Scale 1"=20' | Sheet Number 9 of 9

APPLICATION NUMBER LD-20-01

DRIVEWAY APRON & CURB RAMP PLAN

PREPARED FOR

TAX BLOCK 195 UNITS 19 & 9, AND TAX BLOCK 194, UNIT 36

ProTract Engineering, Inc.
64 East Moreland Avenue, P.O. Box 58
Hatboro, Pennsylvania 19040
Phone (215)442-9230
Fax (215)442-9238

Boucher & James, Inc.
CONSULTING ENGINEERS
AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
215-345-9400
Fax 215-345-9401

2756 Rimrock Drive
Stroudsburg, PA 18360
570-629-0300
Fax 570-629-0306
Mailing:
P.O. Box 699
Bartonsville, PA 18321

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

December 21, 2020

Mr. Richard Manfredi, Manager
Abington Township
1176 Old York Road
Abington, PA 19001

SUBJECT: 1051, 1053, & 1057 EASTON ROAD – ABP INVESTMENTS, INC.
PRELIMINARY/FINAL LAND DEVELOPMENT REVIEW NO. 3
ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
PROJECT NO. 1926016R

Dear Mr. Manfredi:

Pursuant to the Township's request, we have completed our third review of the Preliminary/Final Land Development Plan Application for residential development at 1051, 1053, and 1057 Easton Road. The submitted information was prepared by ProTract Engineering, Inc. and consists of the following items.

- Response letter dated November 9, 2020.
- Post Construction Stormwater Management Report dated January 14, 2020, revised November 2, 2020.
- Preliminary/Final Land Development Plan (8 sheets) dated January 14, 2020, revised November 2, 2020.

BACKGROUND INFORMATION

The Applicant, ABP Investments, Inc., is proposing a residential subdivision and land development located on the eastern side of Easton Road approximately 170 feet south of the intersection with Tyson Road at 1051, 1053, and 1057 Easton Road.

The development area is located within the Main Street Village Center (MS-VC) Zoning District and consists of three (3) existing parcels. Parcel/Unit 19 has an area of 12,839 square feet and consists of a twin dwelling that will remain and a driveway taking access from Easton Road. This driveway access will be removed. Parcel/Unit 9 has an area of 11,526 square feet and consists of two (2) residential apartments that will remain and a driveway taking access from Easton Road. This driveway will remain. Parcel/Unit 36 has an area of 6,556 square feet and consists of a residential dwelling that will be removed. The existing uses are served by public water and sanitary sewer.

The Applicant is proposing to consolidate the three (3) existing parcels and to subsequently subdivide into two (2) new lots.

Proposed Lot 1 will have an area of 13,098 square feet and will consist of a triplex (existing twin dwelling plus 2 attached apartments). Proposed Lot 2 will have an area of 17,823 square feet and will consist of a proposed four (4) unit townhouse building. Driveway access will remain between the existing triplex and proposed townhomes. A parking lot is also proposed in the rear of the property and will be shared by

proposed Lots 1 and 2 and existing Parcel 30-00-14488-00-8 located to the southwest. The proposed land development will also include the construction of stormwater management facilities and storm sewer and the installation of landscaping. Public water and sanitary sewer services will remain.

Based on our review of the above information and our previous letter dated July 27, 2020, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 1006 and Figure 10.20, the maximum build-to line is 25-feet. The existing dwellings are located 31-feet from the Easton Road curbline which exceeds the maximum build-to line and are existing non-conformities. The existing dwelling on Unit 36 will be removed and the existing non-conformity related to this dwelling will be eliminated. The existing triplex will remain; however, the proposed subdivision and land development will not impact the existing non-conformity. ***(Previous Comment 1) No action is required.***

2. The required side yard width for a detached building is 10-feet. The existing garage on Unit 36 is located within the side yard and crosses over the property line, and therefore is an existing non-conformity. The existing garage is proposed to be removed which eliminates the existing non-conformity. ***(Previous Comment 2) No action is required.***

3. In accordance with Section 2310.A, the minimum width of drives and parking aisles shall be 24-feet for two (2) way traffic. The existing width of the driveway taking access from Easton Road is between 20-feet and 22-feet. This is an existing non-conformity that will not be affected by the proposed development. ***(Previous Comment 4) No action is required.***

4. In accordance with Section 2313, a shared access agreement shall be prepared for use of the proposed parking lot by proposed Lots 1 and 2 and existing Parcel 30-00-14488-00-8 located southwest of the development. In addition, it appears access to, from, and through the existing parking area on Parcel 30-00-14488-00-8 will also occur. An agreement supporting access to, from, and through this parking area should also be provided. ***(Previous Comment 5) A proposed access easement crossing the proposed development and existing development to the south is now shown on the plan. The response letter indicates an easement agreement will be executed. A legal description of the access easement should be prepared and submitted and the Land Development Plan (Sheet 1 of 8) should be updated to show the bearings and distances for the access easement.***

5. In accordance with Section 2402.B.2.b, large canopy trees shall be planted at least 15-feet from overhead utilities, including streetlights, and 6-feet from underground utilities. The proposed street trees are located approximately 10-feet and 12-feet from the existing overhead utility lines along Easton Road and approximately 5-feet from proposed Infiltration Beds SB2 and SB3. The proposed street trees must be relocated accordingly. ***(Previous Comment 7) The proposed street trees are now greater than 15-feet from the existing overhead utility lines, however four (4) trees are located less than 6-feet from the existing sanitary sewer lateral, the proposed water services, the proposed storm sewer and/or the Infiltration Bed SB2. The street trees must be relocated accordingly.***

6. In accordance with Section 2504.A, sidewalks shall be constructed of durable, attractive materials like brick, stone, or textured concrete accented with pavers. Proposed sidewalk materials and patterns shall be designed and coordinated to be compatible with those on adjacent properties. The proposed sidewalk detail on Sheet 5 shall be revised to specify "textured concrete." In addition,

the concrete sidewalk must be accented with pavers and the plan must be revised accordingly. ***(Previous Comment 9) The Proposed Sidewalk detail on Sheet 5 must still be revised to show the proposed depth, width, and materials (brick/pavers and concrete) provided for in plan view.***

7. In accordance with Section 2504.F.1.a, a crosswalk must be provided across the access driveway. ***(Previous Comment 10) A crosswalk is now shown across the access driveway. A detail of the proposed crosswalk has been provided on the Detail Plan (Sheet 5 of 8); however, the detail shows three different types of materials and styles for the crosswalk. We recommend that the Township give direction regarding the material type and style which will be acceptable.***

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

8. In accordance with Sections 146-11.A.(4) and 146-11.B.(3), the existing properties with owners and tax parcel numbers within 400-feet of the project site must be shown on the plan. ***(Previous Comment 12) Waivers are requested from Sections 146-11.A.(4) and 146-11.B.(3) to not provide tax parcel information on existing parcels within 400-feet of the project site. Tax parcel information is now provided for adjacent properties.***

9. In accordance with Section 146-11.B.(7), existing waterlines, sanitary sewer lines, storm sewer lines, electric lines, telephone lines, gas mains, fire hydrants, and streetlights located on and within 400 feet of the project site must be shown on the plan. ***(Previous Comment 13) A waiver is requested from Section 146-11.B.(7). An aerial photograph has now been provided.***

10. In accordance with Section 146-11.C.(10), the location and size of all proposed sanitary sewer lines, storm sewer lines and related structures, water mains, fire hydrants, utility lines and on-site sewage disposal facilities must be provided on the plan. ***(Previous Comment 15) The size, type, and length of the proposed storm sewer in the infiltration beds and from Infiltration Bed SB2 to Inlet 5 must be shown on the Utility Plan (Sheet 7 of 8).***

    In addition, there is a text conflict on the Utility Plan (Sheet 7 of 8), the information for Infiltration Bed SB1.

11. Storm sewer profiles and supporting calculations must be provided in accordance with Sections 146-11.F.(4)(a)[5] and 146-11.F.(4)(b). ***(Previous Comment 16) The following comments are related to the storm sewer profiles now provided on Sheet 8 and the submitted storm sewer calculations. The plan, profiles, and calculations must be revised accordingly.***

    a. ***There is a text conflict with the invert of the 15-inch pipe listed at Inlet 2 and the access easement.***

    b. ***The sump elevation of Inlet 3 shown in plan view on Sheet 4 is inconsistent with the sump elevation noted in the profiles on Sheet 8.***

    c. ***There is a text conflict on the Utility Plan (Sheet 7 of 8) between the information for the distribution pipes of Infiltration Bed SB1and the inverts of the distribution pipes listed on Sheet 8 in Infiltration Beds and other labels.***

12. In accordance with Sections 146-11.G.(1) and 146-11.G.(3), the existing and proposed sanitary sewer laterals and water service lines must be located and identified by material and size on the plan. ***(Previous Comment 27) Waivers are requested from Sections 146-11.G.(1) and 146-***

11.G.(3). The location of the existing and proposed water and sanitary sewer services on Lots 1 and 2, and the size and material of the proposed sanitary sewer service are now shown on the plan.

13. A waiver is requested from Section 146-11.J in order to not provide recreational facilities. ***(Previous Comment 20)***

14. A waiver is requested from Section 146-11.L for the submission of complete architectural plans. ***(Previous Comment 21) Floor plans and building elevations were provided with a previous submission.***

15. A Sewage Facilities Planning Module Request for Planning Exemption was provided with this submission. In accordance with Sections 146-11.K, 146-20.B.(2)(a)[1], and 146-35.B.(1), the approved Sewage Facilities Planning Module Exemption must be provided to the Township upon receipt. Additionally, comments received from the Township Wastewater Department dated March 5, 2020 must be addressed to the Department's satisfaction. ***(Previous Comment 22) The response indicates the exemption will be forwarded upon receipt and that the Wastewater Department comments have been addressed concurrently with this submission.***

16. The note in Section 146-12.E.(5) must be provided on the plan. The Applicant shall indicate whether the Montgomery County Department of Roads and Bridges was notified of this project and shall provide any comments received from the Department. ***(Previous Comment 23) A note was added to the plan that indicates a Highway Occupancy Permit from the County Department of Roads and Bridges will be required. A copy of the permit shall be provided upon receipt.***

17. An improvement and completion guarantee must be provided in accordance with Section 146-17. A detailed construction cost estimate with specific line items must be submitted for review. A review will be completed and provided under separate cover once all comments received from the Township and outside agencies have been satisfactorily addressed. ***(Previous Comment 24) The response indicates a cost estimate will be prepared and submitted for review.***

18. In accordance with Section 146-27.E, sidewalks shall be extended to the curbline with ramps for adequate and reasonable access across curbs by physically handicapped persons, including those in wheelchairs. The plan must include detailed ramp design consisting of dimensions, spot elevations, and slopes for each proposed ramp located internal to the project site and along Easton Road. We suggest larger scaled detailed plans be provided for clarity. Review of all handicap ramps will be completed upon receipt of the detailed plans. ***(Previous Comment 25) An enlarged detail of the proposed ramps at Easton Road with proposed spot elevations and slopes must still be provided to demonstrate ADA compliance. In addition, ramped access from the proposed handicap ramp to the existing triplex and proposed townhomes shall also be provided and detailed on the plans.***

19. In accordance with Section 146-28.B, entrances, exits, and driveways in a parking lot shall be a minimum of 24-feet wide. The existing driveway proposed to remain has a width between 20-feet and 22-feet. Refer to Comment 4, a waiver is required. ***(Previous Comment 26) A waiver is requested from Section 146-28.B to maintain the existing driveway width.***

20. In accordance with Section 146-28.E and 146-41, the Township Fire Marshal shall review the proposed land development. ***(Previous Comment 27) The response indicates the Fire Marshal comments will be addressed.***

21. In accordance with Section 146-30.A, a ratio depth to width ratio of 2 ½ to 1 is generally accepted. ***(Previous Comment 28) The proposed depth to width ratio of Lot 2 is approximately 4 to 1. A waiver is requested from Section 146-30.A to permit the proposed configuration of Lot 2.***

22. In accordance with Section 146-33.C, storm sewer shall be protected by a minimum 2-feet of cover. It appears the storm sewer collecting and discharge stormwater to Infiltration Bed SB1 has less than 2-feet of cover. Storm sewer profiles per Comment 26 shall be provided and the storm sewer must be revised where necessary. ***(Previous Comment 30) A waiver is requested from Section 146-33.C to permit cover less than 2-feet. Less than 2-feet of cover is provided immediately adjacent to Inlets 1, 3.1, and 5.***

23. In accordance with Section 146-43.C.(3)(a), cut and fill slopes may not be 15% or steeper. A waiver from Section 146-43.C.(3)(a) is required to permit the proposed 3 to 1 slopes. ***(Previous Comment 48) A waiver is requested from Section 146-43.C.(3)(a) to permit slopes greater than 15%. Proposed grading is shown at a 3 to 1 slope and erosion control blankets are proposed over these areas. (Previous Comment 33)***

STORMWATER MANAGEMENT ORDINANCE COMMENTS

The proposed development is located within the Wissahickon Watershed. A 1,878 square foot reduction of impervious area and 26,000 square feet of disturbed area are proposed. Therefore, per Table 106.1W the project is exempt from peak rate control. Groundwater recharge, water volume control, and water quality are required.

24. In accordance with Section 701.A, a financial guarantee is required for the proposed stormwater management improvements. A detailed construction cost estimate with specific line items must be submitted for review. A review will be completed and provided under separate cover once all comments received from the Township and outside agencies have been satisfactorily addressed. ***(Previous Comment 40) The response letter indicates a construction cost estimate will be provided.***

25. In accordance with Sections 702.A and 704, an operation and maintenance plan and agreement must be provided. Operation and maintenance notes are provided on the Stormwater Management Plan (Sheet 4). An agreement must also be provided. ***(Previous Comment 41) The response letter indicates an agreement will be executed.***

MISCELLANEOUS COMMENTS

26. All comments received from the traffic engineer, shade tree commission, and fire marshal must be addressed to their satisfaction. ***(Previous Comment 46)***

PLAN REVISION COMMENTS

1. On Sheet 4, the invert elevations listed in Note 5 of the Overflow Inlet Detail (Inlet #5) are inconsistent with the plan view and profile view. Note 5 must be revised accordingly. ***(Previous Comment 3)***

2. On Sheet 4, both inverts in must be specified at Inlet 5 in the plan view. ***(Previous Comment 4). The response letter from the Design Engineer indicates that two inverts are shown for Inlet 5 on Sheet 4, however the plan view on Sheets 3, 4, 6 and 7 as well as the profile view on Sheet 8 of***

Inlet 5, show one invert in with an elevation of 355.50. The Engineer should clarify the response.

The above comments represent a thorough and comprehensive review of the information submitted with the intent of giving the Township the best direction possible. However, due to the number and nature of the comments, the receipt of a revised plan submission may generate new comments.

In order to facilitate an efficient re-review of revised plans, the Design Engineer shall provide a letter, addressing item by item, their action in response to each of our comments.

We recommend the above comments be addressed to the satisfaction of Abington Township prior to approval of the proposed Land Development Plan.

If you should have any questions regarding the above, please call me.

Sincerely,

Jon S. Tresslar, P.E., P.L.S.

MES/ss

cc: Amy Riddle Montgomery, Director of Engineering and Code – Abington Township
Michael P. Clark, Esquire, Rudolph Clarke, LLC – Abington Township Solicitor
Art Herling, APB Investments, Inc. – Applicant/Property Owner
Nicholas T. Rose, PE, ProTract Engineer, Inc. – Applicant's Engineer
Michael Narcowich, Montgomery County Planning Commission

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pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

SENT VIA ELECTRONIC MAIL ONLY

December 9, 2020

Mr. Richard Manfredi, Manager
Abington Township
1176 Old York Road
Abington, PA 19001

Re: Act 537, Application for Exemption
1057 Easton Road Townhouses
DEP Code No. 1-46001-245-E
Abington Township
Montgomery County

Dear Mr. Manfredi:

The Department of Environmental Protection ("DEP") has received the above referenced subdivision plan. This letter confirms DEP's determination that the above referenced project is exempt from the requirement to revise the Official Plan for new land development. This determination is based in part on municipal and other sign-offs. The proposed development is located at 1057 Easton Road in Abington Township, Montgomery County.

This project proposes 4 new townhouse style apartments on a single 0.2-acre lot.

The project will be connected to the Abington Township collection system and will generate an additional 795 gallons of sewage per day ("gpd") for a total of 1,060 gpd to be treated at the Abington Township Wastewater Treatment Facility.

This determination is based upon this property remaining under a single ownership and meeting the H-1 Apartment Building zoning requirements under Abington Township's zoning ordinance per the November 16, 2020, e-mail from Mr. Shaun Littlefield, Interim Zoning Officer.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at http://ehb.courtapps.com or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions or concerns, please contact me at 484.250.5186 or at SteRittenh@pa.gov and refer to the project name project name and DEP Code No. as referenced above.

Sincerely,



Stefanie Rittenhouse
Sewage Planning Specialist 2
Clean Water

cc: Montgomery County Health Department
Montgomery County Planning Commission
Montgomery County Conservation District
Mr. Wrigley – Abington Wastewater Utilities Department
ABH Builders, Inc.
Planning Section
Re 30

March 30, 2020

MEMO

To: Lucy Strackhouse, Chair – Abington Township Planning Commission
From: Abington Township Environmental Advisory Council
RE: Review of Land Development Plan for Tax Block 195, Units 19 & 9, and Tax Block 194, Unit 36
1051, 1053 and 1057 Easton Road - Pro-tract Engineering, Inc
Plan Set Date: Jan 14, 2020
EAC Review Date: March 11, 2020

Dear Chairperson Strackhouse:

The members of the Abington Township Environmental Advisory Council (EAC) have reviewed the above referenced site plans and offer the following comments.

Site Summary

Zone – MS-VC Main Street Village Center District
Proposed Use – Residential (Townhouse)

This plan involves combining 3 existing lots of various sizes into 2 conforming lots. Removal of the residential structure at 1057 Easton Road and replacing with 4 unit-townhouse structure. Plan also calls for the reconfiguration of parking and driveway access to meet needs of existing 3-unit triplex at 1051-1053 Easton Road and new 4-unit townhouse via shared access in rear. New parking area is for 13 spaces.

Watershed – Wissahickon Creek Watershed, Sandy Run Tributary

Stormwater Features – Proposed underground infiltration bed beneath new 13-space parking area and 2 smaller infiltration beds in front of structures to capture roof top runoff and paved areas via shared trench grate. None include vegetative components. These systems are designed to capture required volume of runoff from site per township stormwater ordinance. Due to reduction of overall impervious cover (reflecting new lot dimensions), development is exempt from stormwater ordinance's peak rate requirements. This needs to be confirmed by Township Engineer.

Site area slopes from east to west (rear to Easton Road). Two large caliper trees (32" and 34") are slated to be removed. Developer has proposed to replace with 4 new shade trees (3-3.5" caliper). Species selected, size and placement should be reviewed and approved by STC.

EAC Comments and Questions:
Abington's Zoning Ordinance, Article X, Section 1000 MS- Intent - Main Street Districts includes a list of "intents" for development occurring in this zone including:

J. Provide a generous amount of landscaping and green areas, and encourage environmental best management practices

With this in mind, the EAC requests that green stormwater infrastructure elements, where appropriate and feasible, be included. The plans currently provide stormwater management features that are primarily gray. The EAC recommends that bio-infiltration or bioretention system be considered for the two infiltration beds shown on the Easton Road frontage. This could be in the form of a raingarden or through use of flow-through planters to intercept and capture a portion of the proposed townhouse's rooftop runoff. The vegetation in flow through planters filters and transpires water and adds an aesthetic component to the property. (See example below)



Figure 1 - Flow-through planter illustration - Philadelphia Water Department Design Guide

https://www.pwdplanreview.org/manual/chapter-4/4.1-bioinfiltration-bioretention

We also recommend that the developer consider pervious paving over a portion of the rear parking lot. Since this area is being reconstructed to add the underground infiltration bed, using pervious pavement material over the parking stall spaces may be a feasible stormwater management practice and would help in capturing and infiltrating runoff from the back of the site. Pervious paving would also help in minimizing icing in the parking lot area for the residents. We understand that these systems do require special maintenance, but the reconstruction of the parking lot provides an opportunity to evaluate the inclusion of this type of paving system.

Thank you for considering our comments and please let us know if any questions.

Respectfully submitted,

Susan Myerov,
Member, Abington Township EAC

cc: Amy Montgomery
Richard Manfredi
EAC Members

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER

MONTGOMERY COUNTY
PLANNING COMMISSION

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JOHN S. COVER, AICP
INTERIM EXECUTIVE DIRECTOR

April 2, 2020

Mr. Rich Manfredi, Manager
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: MCPC # 20-0053-001
1051, 1053 and 1057 Easton Road at Tyson Avenue
Tract Size: 0.71 Acres
Density: 9.78 Dwelling Units/Acre (Lot 1), 9.98 Dwelling Units/Acre (Lot 2)
Abington Township

Dear Mr. Manfredi:

We have reviewed the above-referenced subdivision and land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 25, 2020. We forward this letter as a report of our review.

BACKGROUND

ABP Investments, Inc., the applicant, has submitted a subdivision and land development plan that would combine three properties totaling 0.71 acres into two properties. The applicant would develop four townhome units on proposed Lot 2. The current properties are Tax Block 195, Unit 19 (12,839 s.f.); Block 195, Unit 9 (11,526 s.f.); and Block 194, Unit 36 (6,556 s.f.). The plan designates the new properties as “Lot 1” (13,098 s.f.) and “Lot 2” (17,823 s.f.). The site has an existing triplex (1,696 s.f.). The applicant proposes removing a two-story residential building, a garage, some driveway area (including the driveway immediately south of the triplex) and wall area, and proposes interconnecting the parking area with the adjacent two-story multifamily development. The site is located in the MS-VC Main Street--Village Center District (MS-VC) and is served by public sewer and water. The applicant has submitted a preliminary plan, dated January 14, 2020.

CONSISTENCY WITH COMPREHENSIVE AND OTHER PLANS

The proposed improvements are generally consistent with *MONTCO 2040: A Shared Vision, The Montgomery County Comprehensive Plan*. The comprehensive plan shows the subject property as located in the "Community Mixed Use" future land use area. This land use area envisions these areas as community focal points. When a residential use is present as a primary use, the plan recommends that the use be higher-density, and that it act as a transition from nonresidential to lower-density residential uses. Developments should be interconnected and share driveways, have extensive buffering and be compatible with abutting village areas.

The proposed development is not consistent with *Walk Montco*: the Montgomery County Walkability Study. That study recommends that residential sidewalks along major streets have a verge that is five-to-eight-feet wide to promote pedestrian traffic and improve safety; the proposed development would not have a verge between the sidewalk and the street. The study recommends a five foot sidewalk; the applicant proposes a four-foot sidewalk.

The plan would be more consistent with the Abington Master Bicycle Plan if it provided wayfinding signage along Easton Road. The Bicycle Plan designates Easton Road between Mt. Carmel Avenue and Independence Avenue a "Long-Term Priority" bicycle route, and recommends that wayfinding signage ("confirmation signs") be used along the road.

The proposed improvements are generally consistent with the Abington Township Comprehensive Plan Update (2007) and Roslyn Revitalization Plan.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Township may wish to consider. Our comments are as follows:

REVIEW COMMENTS

SUBDIVISION AND LAYOUT

A. Lot Shape [§146-30.A.]. The proposed subdivision would create an irregularly shaped lot (proposed Lot 2), with two larger areas connected by a narrow area. The proposed lot line would bifurcate nine of the proposed parking spaces. We recommend drawing the lot line to create a more orderly and logical division of the properties, in part to make future property transactions less complicated.

SIDEWALK AND STREETSCAPE

A. Sidewalk Width. The proposed sidewalk is only four feet wide (please indicate the dimension on the plan, per §146-11.F). Zoning requires an eight-foot (8') minimum width.

B. Decorative Verge. Zoning requires a decorative verge [see §2504.E for requirements] located between said sidewalk and curb in the MS-VC District [§2504.B]. Plantings should be specified, per §146-11.H.

Verge: A strip separating a sidewalk from the curb, and consisting of grass, landscaping, or decorative paving.

Violation: An infraction of any provision or use expressed in this Ordinance for which remedies are set forth by law and within this Ordinance.

Walls, Blank: Building facades lacking doors or windows.

Water Course: Any permanent or intermittent stream, river, brook, creek, or a channel, ditch, or swale, whether natural or man-

Figure 2.8: Verge

Verge

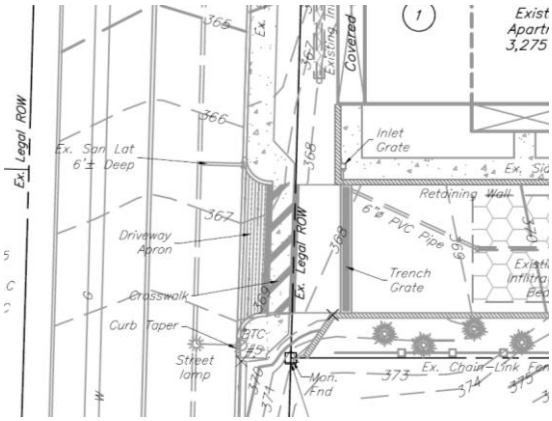


Per Comment B.: Illustration of "Verge", From Abington Zoning Ordinance

C. Street Furniture. Multi-building lots shall provide street furniture in the amount of one bench and waste receptacle for every 100 linear feet of street frontage or access drive [§1007.M].

D. Walkway to Front Doors. We recommend pavement markings be used to delineate a short walkway connecting the Easton Road sidewalk with the sidewalk providing access to the





Per Comment D.: The plan shows an existing, hatched crosswalk in this location but the image does not. Per Comment E.: As with the existing, adjacent multifamily development (pictured), the street sidewalk does not connect to the sidewalk in front of the dwellings.

fronts of the townhomes.

E. Existing Crosswalk. The plan shows an existing crosswalk parallel to the Easton Road sidewalk on the adjacent property with a multifamily residential use. However, the Google Streetview image, below, from October 2019, doesn't show a crosswalk—just a sidewalk.

DESIGN OF BUILDING AND TRASH ENCLOSURE

A. Architectural Renderings. The applicant is required to submit renderings of all sides of the townhomes to illustrate compliance with building design requirements and the need for buffering [§1007.B, H., §146-11.L.].

B. Trash Enclosure. A chain link fence is prohibited as a trash enclosure gate [§2601.N]. The applicant proposes a chain link gate. Also, gates shall be self-closing.

COMMON AREAS

C. Maintenance. It appears that the property will be operated under a condominium form or ownership. What arrangement will be made for the maintenance of the common areas?

D. Stormwater Management Areas. We recommend the applicant provide plan notes indicating how the stormwater management areas near Easton Road will be maintained.

LANDSCAPING AND SCREENING

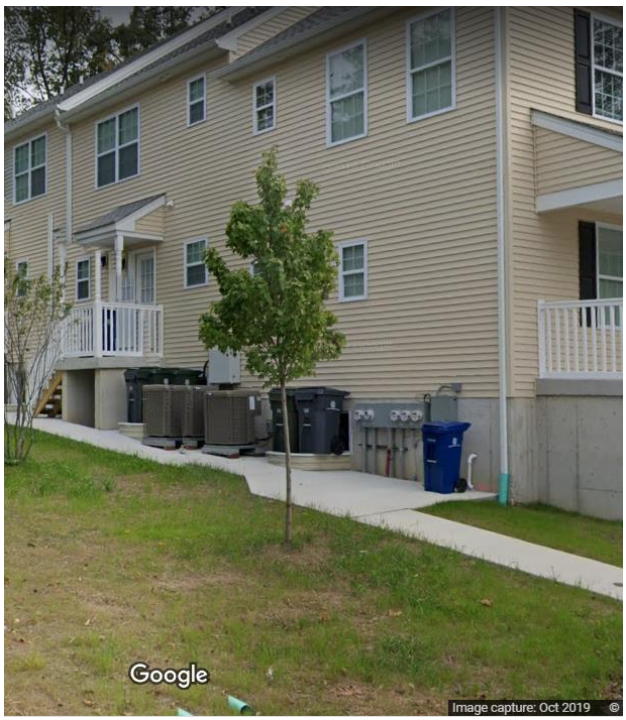
A. Screening. The rear of the proposed units requires a low-intensity screen [§2403.C; Figure 24.7]. As shown in the image on right, the four similar townhomes that were just built on the adjacent tract have utility meters and trash containers that are not screened and are plainly visible from the public right-of-way.

B. Green Parking. Apart from two trees to the east of the proposed parking area, no parking area landscaping has been proposed.

   (1) One planting island with a shade tree is required by zoning [§2402.A.2.a.(1)].

   (2) A parking lot perimeter buffer is required [§2402.A.5].

C. Features within 400 Feet. The applicant has requested a waiver from the



Per Comment A: The rear of the proposed units should be screened so that the view of trash and utility boxes is mitigated. The image shows the adjacent, multifamily residential building (which is not well-

requirement to provide features within 400 feet of the site [§146-11.B]. We feel that the information for the area to the rear of the proposed townhomes is important for understanding how the proposed use would affect the adjacent ones, and vice versa, including the need for screening (this could be an aerial photo with an overlay of the proposed building footprint).

D. Tree Removal. Is the applicant removing trees from the rear of the site? It appears as if there may be a wooded area in that location, based on aerial imagery. The plans do not show this [Vegetation Resource Identification §146-11.B., Landscaping and Shade Tree Plan §146-11.H].

OTHER PLAN INFORMATION

A. Cartway. Cartway dimensions shall be shown [§146-11.A].

B. Building Dimensions. Dimension of all proposed buildings [§146-11.C]. For example, building footprint, such as that shown on the adjacent four-unit apartment building.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the Township's planning objectives for residential development in Roslyn.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number #20-0053-001 on plans submitted for final recording.

Sincerely,

Mike Narcowich, AICP
Assistant Section Chief: Community Planning
610.278.5238 - mnarcowi@montcopa.org

c: ABP Investments Inc. Applicant
Nick T. Rose, P.E., ProTract Engineering, Inc., Applicant's Representative
Amy Montgomery, P.E., Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Montgomery County Roads & Bridges
Manasa L. Kondreddi, EIT, McCormick Taylor, for Montgomery County Roads & Bridges

Attachments: APPENDIX 1: Aerial Image, Project Site
APPENDIX 2: Applicant's Plan

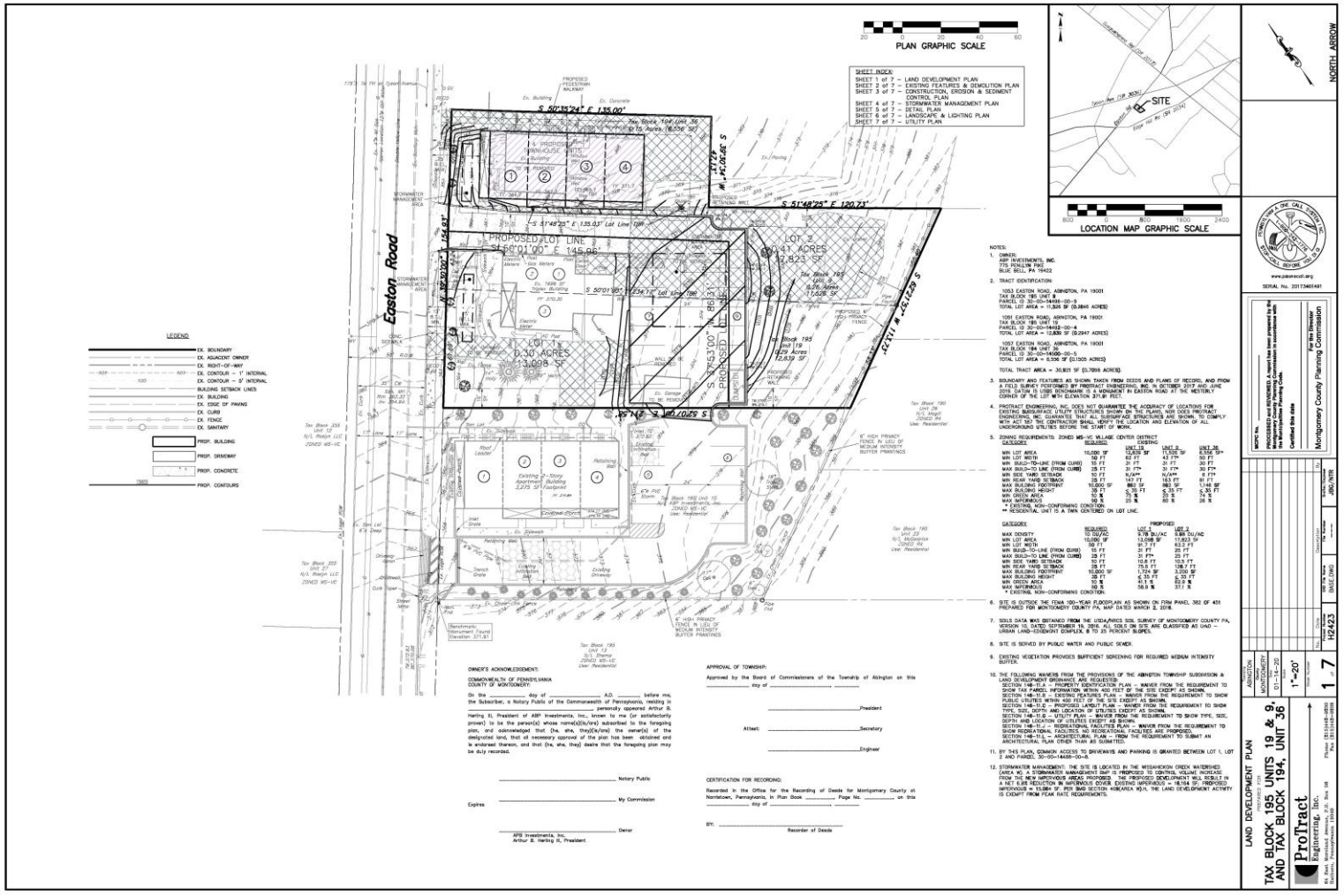
Aerial Image, Project Site



Easton Road Townhomes
MCPC #200053001

Montgomery County Planning Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19404-0311
(p) 610.278.3722 - (f) 610.278.3941
www.montcopa.org/plancom
Year 2017 aerial photography provided by Pictometry

Applicant's Plan



LD 20-01 1051, 1053 & 1057 Easton Road (A Herling)
"LD for Tax Block 195 Unites 19 & 9 & Tax Block 194 Unit 36"
Proposed Development- Self Storage Facility
STC discussion 3-11-2020

Participants:
Owner representative: Arthur Hurling
STC Appointees: Carl Andresen, John Kennedy, Rita Stevens (plus review by Joe Ascenzi and Collin Watson)

The participants reviewed the proposed development at 1051, 1053, and 1057 Easton Road, dated 1/14/20. Mr. Hurling provided an overview, including the removal of an existing building, removal of 2 mature canopy trees, rationalization of entry and exit lanes and parking areas, addition of a new 4-unit townhouse, and restoration of the existing 3-unit home. Our discussion focused on the proposed landscape features detailed on page 6 of the submitted plans.

The STC recommends the following changes to the proposed landscape plan:

Street Trees:

Upright habit: Rather than the proposed 5 Acer Rubrum, (RM) specify trees that have a more upright habitat, thereby preventing conflict with overhead utilities. Select 5 of the same cultivar to provide beauty and continuity of streetscape. Recommended cultivars are:

- Maples:
    - Acer x freemanii 'Armstrong' (Armstrong Freeman's Maple)
    - Acer rubrum 'JFS-KW78' PP 25301 (Armstrong Gold® Maple)
- Hornbeams:
    - Carpinus betulus 'Frans Fontaine' (Frans Fontaine Hornbeam)
    - Carpinus betulus 'JFS-KW1CB' PP 22814(Emerald Avenue® Hornbeam)
    - Carpinus betulus 'Columnaris' (Columnar European Hornbeam)

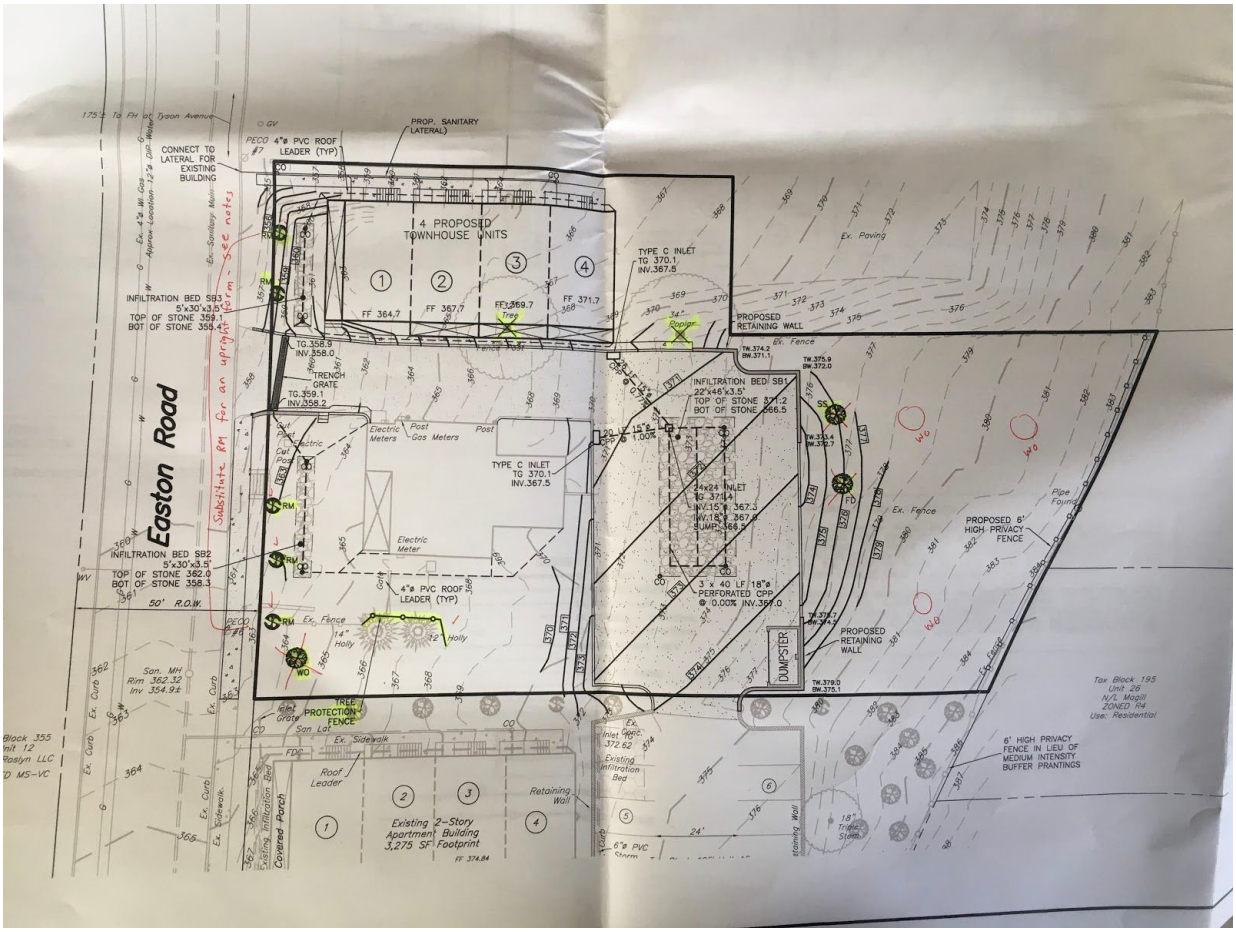
- Oaks:
    - Quercus bicolor 'Bonnie and Mike' (Beacon® Oak)
    - Quercus robur x Q. alba 'Crimschmidt' (Crimson Spire™ Oak)
    - Quercus robur x bicolor ‘Long’ (Regal Prince® oak)

Root barrier along the sidewalk: In order to be effective, the specified 20” biobarrier should be placed at least 18 inches (45 cm) deep, and the top must be above the soil and mulch surface.

Planting pit: Strive for a minimum sized tree pit of 5'x5' or 4'x6' with at least 2 feet of good soil depth. Go wider where possible. If possible, create longer tree pits that would be continuous to plant 2 or 3 street trees within to help drive up more soil volume.

Backyard Trees:
True Canopy Trees: There is plenty of room to establish three (3) true canopy trees in the backyard, and to place them in a manner that complements those in the backyard of the apartment building located at 1433 Easton Road, which was developed in 2019. This will provide a shady respite for residents, as well as enhance stormwater infiltration on the site. The STC recommendation:

- Move the proposed Quercus alba (White Oak, WO) from the front of the lot to the backyard.
- Replace the proposed backyard ornamental trees: eliminate Cornus florida (Flowering Dogwood,FD) and Amelanchier canadensis (Shadowbow Serviceberry, SS) and add two additional Quercus alba (White Oak, WO) to the back yard.
- Arrange the resulting three Quercus in a triangular layout as shown below


Easton Road
4 PROPOSED TOWNHOUSE UNITS
PROP. SANITARY LATERAL)
CONNECT TO LATERAL FOR EXISTING BUILDING
4"ø PVC ROOF LEADER (TYP)
INFILTRATION BED SB3
5'x30'x3.5'
TOP OF STONE 359.1
BOT OF STONE 355.6
INFILTRATION BED SB2
5'x30'x3.5'
TOP OF STONE 362.0
BOT OF STONE 358.3
TRENCH GRATE
TG 359.1
INV 358.2
TG 358.9
INV 358.0
TYPE C INLET
TG 370.1
INV.367.5
INFILTRATION BED SB1
22'x46'x3.5'
TOP OF STONE 371.2
BOT OF STONE 366.5
24x24 INLET
TG 371.4
INV.15"ø 367.3
INV.18"ø 367.6
SUMP 366.5
3 x 40 LF 18"ø PERFORATED CPP @ 0.00% INV.369.0
PROPOSED RETAINING WALL
PROPOSED 6' HIGH PRIVACY FENCE
6' HIGH PRIVACY FENCE IN LIEU OF MEDIUM INTENSITY BUFFER PRANTINGS
DUMPSTER
TREE PROTECTION FENCE
Existing 2-Story Apartment Building 3,275 SF Footprint
Existing Infiltration Bed
Roof Leader
Covered Porch
Retaining Wall
Ex. Sidewalk
Ex. Curb
Ex. Fence
Ex. Paving
Electric Meters
Gas Meters
Electric Meter
Post
Gate
50' R.O.W.
San. MH
Rim 362.32
Inv 354.9±
Tax Block 195
Unit 26
N/L Magill
ZONED R4
Use: Residential
Block 355
Unit 12
Rosslyn LLC
D MS-VC
Substitute RM for an upright Ilex - see notes

WASTEWATER DEPARTMENT

George Wrigley, Director

March 5, 2020

Mr. Arthur Herling
ABH Builders, Inc
775 Penllyn Blue Bell Pike
Blue Bell, PA 19442

RE: Abington: 1057 Easton Road (Parcel # 300014500005) - Sanitary Sewer Review

Dear Mr. Herling:

The Abington Township Wastewater Utilities Department has reviewed the land development plans dated January 14, 2020 prepared by ProTract Engineering, Inc. in regards to the proposed sanitary sewer connections and the projected sanitary sewer generation rates in the existing sanitary collection, conveyance and treatment plant systems. We have the following comments:

Estimated sanitary generation rates:

The criteria for verifying the existing sanitary sewer collection and conveyance systems are based on the water consumption rates for similar "townhouse style" residential buildings throughout Abington Township. The average sanitary generation rate is 265 gallons per day (gpd) per unit. There are four (4), two story residential units proposed for the development and the existing single residence structure is proposed to be demolished. The total additional number of Equivalent Dwelling Units (EDU) for the proposed development is three (3), which equates to a total of 795 gpd (3 X 265 gpd/EDU=795 gpd). The tapping / capacity fee for the additional 3 EDU's at $3,500.00 /EDU totals $10,500.00.

Development plan review:

The following comments are based on the set of development plans consisting of Sheet 1 of 7 thru 7 of 7 dated January 14, 2020.

Sheet 1 of 7 - The Location Map at the top right of the sheet does not appear to indicate the correct location of this project. Please verify and revise as required.

Sheet 7 of 7 - The sanitary sewer laterals for the adjacent 1051 and 1053 Easton Road parcels should be indicated on the plan.

Sheet 7 of 7 - A profile of the proposed common sewer line along the rear of the proposed structures should be prepared and included in the project's plan set for construction purposes. The common sewer pipe should be 6 inch diameter in size and each of the residential unit's sewer pipes should be 4 inch diameter pipe. The common sewer main should connect into the existing

WASTEWATER DEPARTMENT

George Wrigley, Director

6" diameter clay lateral near the curbline utilizing a rubber gasketted type fitting. All sanitary pipe shall be installed in accordance with Township of Abington Details (see enclosed Detail No.'s 2, and 38).

Digital files of the revised sheets should be submitted to be included with the DEP submission.

DEP Planning Module Exemption Mailer:

The DEP mailer form provided was in a non-editable PDF format. Either an editable PDF or WORD digital file should be provided. Since the development plans encompass three (3) parcels, a written narrative should be submitted describing the demolition of the existing 1057 Easton Road home and the replacement with four (4) new single family residences and that the 1051 and 1053 structures will remain. (provide details for their current use and proposed changes if any). NOTE: if the 1051 and 1053 structures would possibly have any change in their use, the DEP submission must be revised to document these changes at this time. The quantity of EDU's and the connection fees may need to be revised.

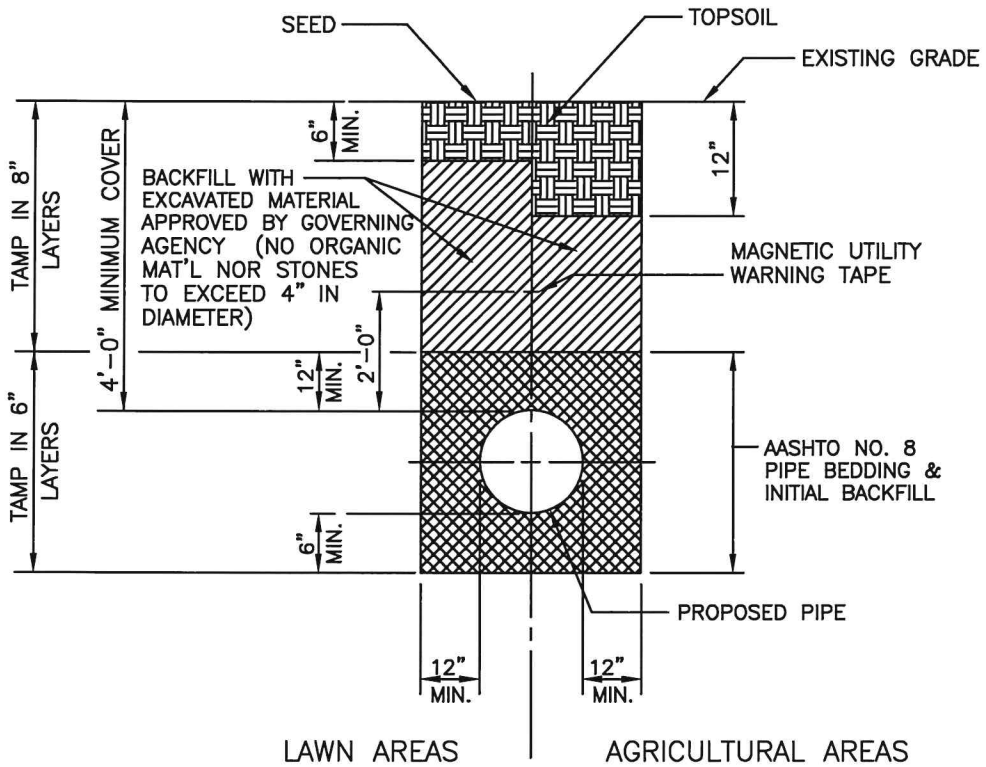
Should you have any questions or require any additional information, please contact me at 215-884-8329 or email at gwrigley@abington.org.

Sincerely,

George R. Wrigley, Director
Abington Township Wastewater Utilities Department

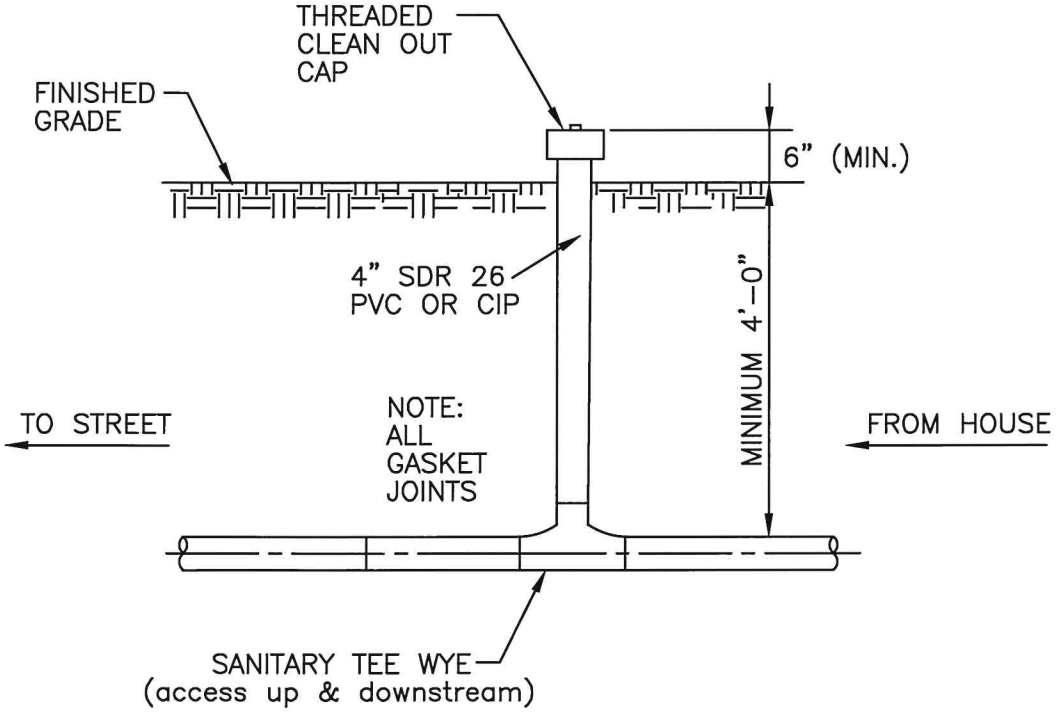
pc: Ms. Amy Montgomery, PE., Abington Township Director of Engineering & Code Enforcement
Mr. Nicholas Rose, PE., Project Manager, ProTract Engineering, Inc.

Enclosures



Township of Abington STANDARD DETAIL - SEWER SYSTEM	
TRENCH RESTORATION LAWN / AGRICULTURAL AREAS	DATE: NOVEMBER 2015
	DETAIL: 2

NOTE:
CAPS TO REMAIN ABOVE GRADE AT ALL TIMES DURING & AFTER INSTALLATION.



Township of Abington

STANDARD DETAIL - SEWER SYSTEM

TYPICAL BUILDING SEWER CLEANOUT ASSEMBLY

DATE: JANUARY 2016

DETAIL: 38

PA ONE CALL SUBSCRIBER LIST:

COMPANY: ABINGTON TOWNSHIP WASTEWATER DEPARTMENT
ADDRESS: 1000 FITZWATERTOWN ROAD
ABINGTON, PA. 19001
CONTACT: GEORGE WRIGLEY
EMAIL: GWRIGLEY@ABINGTON.ORG

COMPANY: COMCAST
ADDRESS: 4400 WAYNE AVENUE
PHILADELPHIA, PA. 19140
CONTACT: ROBERT HARVEY
EMAIL: bob_harvey@cable.comcast.com

COMPANY: COMCAST
ADDRESS: 4400 WAYNE AVENUE
PHILADELPHIA, PA. 19140
CONTACT: ROBERT HARVEY
EMAIL: bob_harvey@cable.comcast.com

COMPANY: AQUA PENNSYLVANIA INC
ADDRESS: 762 W LANCASTER AVE
BRYN MAWR, PA. 19010
CONTACT: STEVE PIZZI
EMAIL: sbpizzi@aquaamerica.com

COMPANY: PECO ENERGY C/O USIC
ADDRESS: 450 S HENDERSON RD SUITE B
KING OF PRUSSIA, PA. 19406
CONTACT: NIKKIA SIMPKINS
EMAIL: NIKKIASIMPKINS@USICLLC.COM

COMPANY: ZAYO BANDWIDTH FORMERLY PPL TELCOM LLC
ADDRESS: 1060 HARDEES DR UNIT H
ABERDEEN, MD. 21001
CONTACT: GEORGE HUSS
EMAIL: george.huss@zayo.com

COMPANY: SOUTHEASTERN PA TRANSPORTATION AUTHORITY
ADDRESS: 1234 MARKET ST 12TH FL
PHILADELPHIA, PA. 19107
CONTACT: DAVID MONTVYDAS
EMAIL: dmontvydas@septa.org

COMPANY: VERIZON PENNSYLVANIA LLC
ADDRESS: 1050 VIRGINIA DR
FORT WASHINGTON, PA. 19034
CONTACT: LAURA LIPPINCOTT
EMAIL: LAURA.M.LIPPINCOTT@ONE.VERIZON.COM

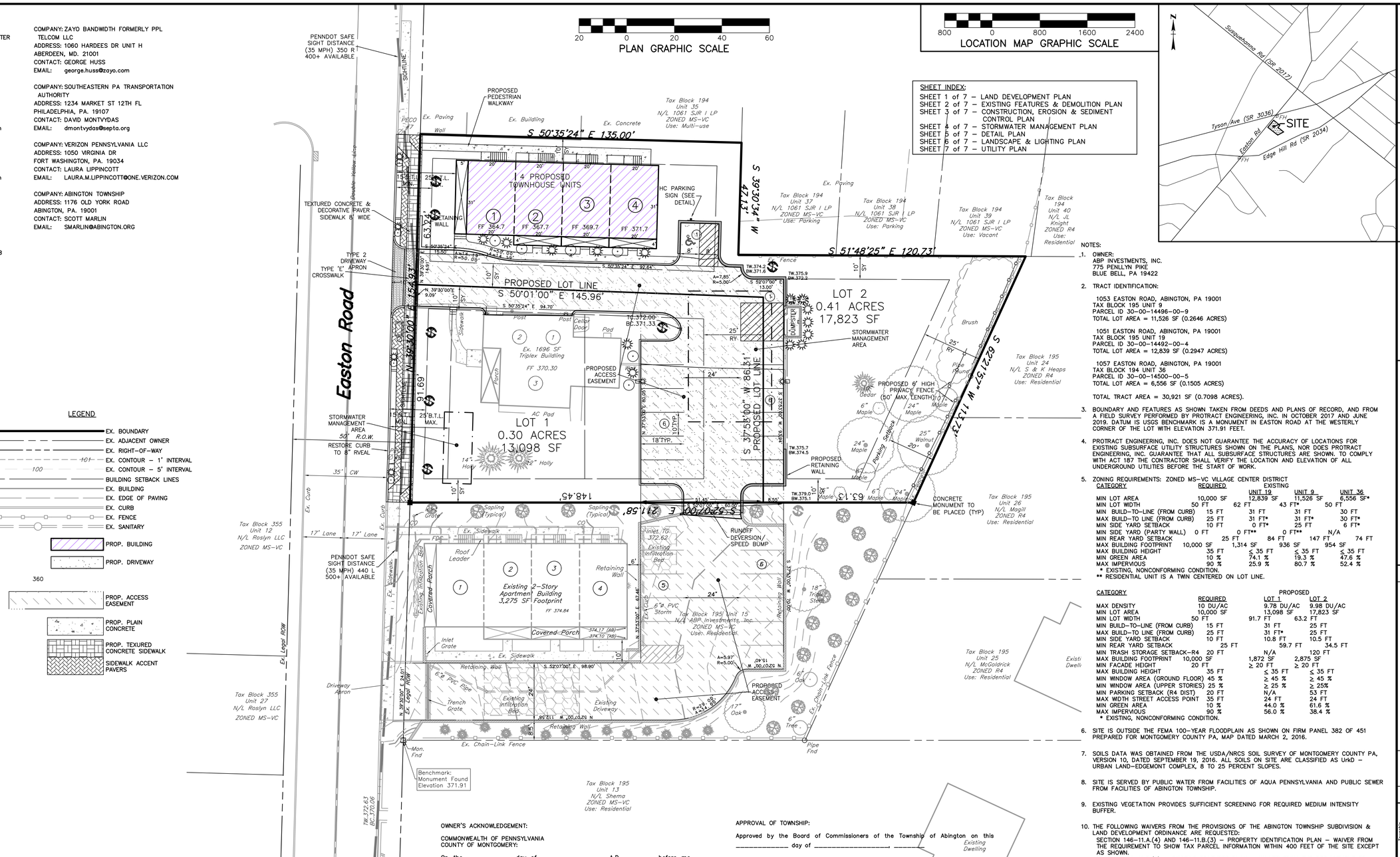
COMPANY: ABINGTON TOWNSHIP
ADDRESS: 1176 OLD YORK ROAD
ABINGTON, PA. 19001
CONTACT: SCOTT MARLIN
EMAIL: SMARLIN@ABINGTON.ORG

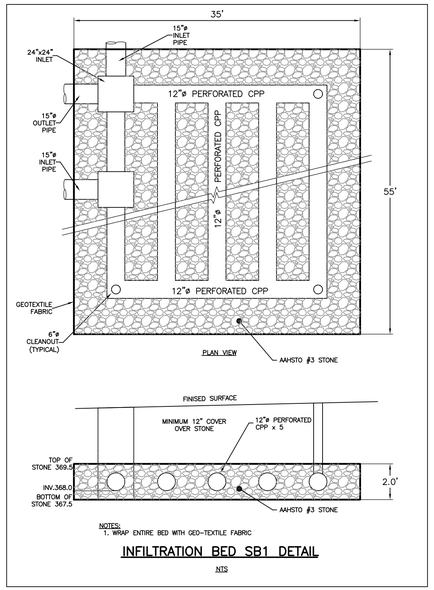
PLAN GRAPHIC SCALE
20 0 20 40 60

LOCATION MAP GRAPHIC SCALE
800 0 800 1600 2400

SHEET INDEX:

SHEET 1 of 7 – LAND DEVELOPMENT PLAN
SHEET 2 of 7 – EXISTING FEATURES & DEMOLITION PLAN
SHEET 3 of 7 – CONSTRUCTION, EROSION & SEDIMENT CONTROL PLAN
SHEET 4 of 7 – STORMWATER MANAGEMENT PLAN
SHEET 5 of 7 – DETAIL PLAN
SHEET 6 of 7 – LANDSCAPE & LIGHTING PLAN
SHEET 7 of 7 – UTILITY PLAN

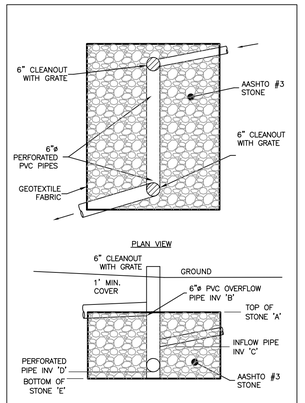

Easton Road
PROPOSED LOT LINE
S 50°01'00" E 145.96'
LOT 1
0.30 ACRES
13,098 SF
LOT 2
0.41 ACRES
17,823 SF
4 PROPOSED TOWNHOUSE UNITS
FF 364.7
FF 367.7
FF 369.7
FF 371.7
Existing 2-Story Apartment Building 3,275 SF Footprint
FF 374.84
Ex. 1696 SF Triplex Building
FF 370.30
S 50°35'24" E 135.00'
S 39°24'36" W 47.13'
S 51°48'25" E 120.73'
S 62°21'57" W 113.73'
S 37°55'00" W 86.51'
S 52°07'00" E 211.58'
N 39°30'00" E 154.53'
N 39°30'00" E 91.69'
148.45'
63.24'
63.13'
PROPOSED ACCESS EASEMENT
PROPOSED RETAINING WALL
STORMWATER MANAGEMENT AREA
PROPOSED 6' HIGH PRIVACY FENCE (50' MAX. LENGTH)
CONCRETE MONUMENT TO BE PLACED (TYP)
RUNOFF DIVERSION/ SPEED BUMP
PROPOSED ACCESS EASEMENT
Existing Infiltration Bed
Existing Driveway
Covered Porch
Retaining Wall
Ex. Sidewalk
Ex. Chain-Link Fence
Mon. Fnd
Pipe Fnd
Benchmark: Monument Found Elevation 371.91
PENNDOT SAFE SIGHT DISTANCE (35 MPH) 350 R 400+ AVAILABLE
PENNDOT SAFE SIGHT DISTANCE (35 MPH) 440 L 500+ AVAILABLE
TEXTURED CONCRETE & DECORATIVE PAVER SIDEWALK 8' WIDE
TYPE 2 DRIVEWAY TYPE 'E' APRON CROSSWALK
RESTORE CURB TO 8" RVEAL
Ex. Curb
17' Lane
17' Lane
Ex. Legal ROW
Driveway Apron
Tax Block 355 Unit 27 N/L Rosyln LLC ZONED MS-VC
Tax Block 355 Unit 12 N/L Rosyln LLC ZONED MS-VC
Tax Block 194 Unit 35 N/L 1061 SJR I LP ZONED MS-VC Use: Multi-use
Tax Block 194 Unit 37 N/L 1061 SJR I LP ZONED MS-VC Use: Parking
Tax Block 194 Unit 38 N/L 1061 SJR I LP ZONED MS-VC Use: Parking
Tax Block 194 Unit 39 N/L 1061 SJR I LP ZONED MS-VC Use: Vacant
Tax Block 194 Unit 40 N/L JL Knight ZONED R4 Use: Residential
Tax Block 195 Unit 24 N/L S & K Heaps ZONED R4 Use: Residential
Tax Block 195 Unit 26 N/L Magill ZONED R4 Use: Residential
Tax Block 195 Unit 25 N/L McGoldrick ZONED R4 Use: Residential
Tax Block 195 Unit 15 N/L ABP Investments, Inc. ZONED MS-VC Use: Residential
Tax Block 195 Unit 13 N/L Sherna ZONED MS-VC Use: Residential
Existing Dwelling
HC PARKING SIGN (SEE DETAIL)
DUMPSTER
Brush Pile
Tree Cedar
Maple
Walnut
Oak
Trees
Fence
Post
Cellar Door
Pad
Porch
Sidewalk
Shed
Grate
Inlet
Sapling (Typical)
Roof Leader
Existing Infiltration Bed
Covered Porch
Retaining Wall
6" PVC Storm
Inlet Grate
6" PVC Pipe
Trench Grate
Existing Infiltration Bed
Existing Driveway
Ex. Chain-Link Fence
Ex. Legal ROW
Ex. Curb
Ex. Sidewalk
Ex. Paving
PECO #7
Pseudo Yellow Line
SIGHTLINE
AC Pad
Triplex Stoop
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NOTES:
1. WRAP ENTIRE BED WITH GEO-TEXTILE FABRIC

INFILTRATION BED SB1 DETAIL

NTS



TYPICAL CROSS-SECTION

NOTES:
1. CONNECT ROOF DRAINS TO SEEPAGE BED AS SHOWN.
2. WRAP ENTIRE BED WITH GEO-TEXTILE FABRIC

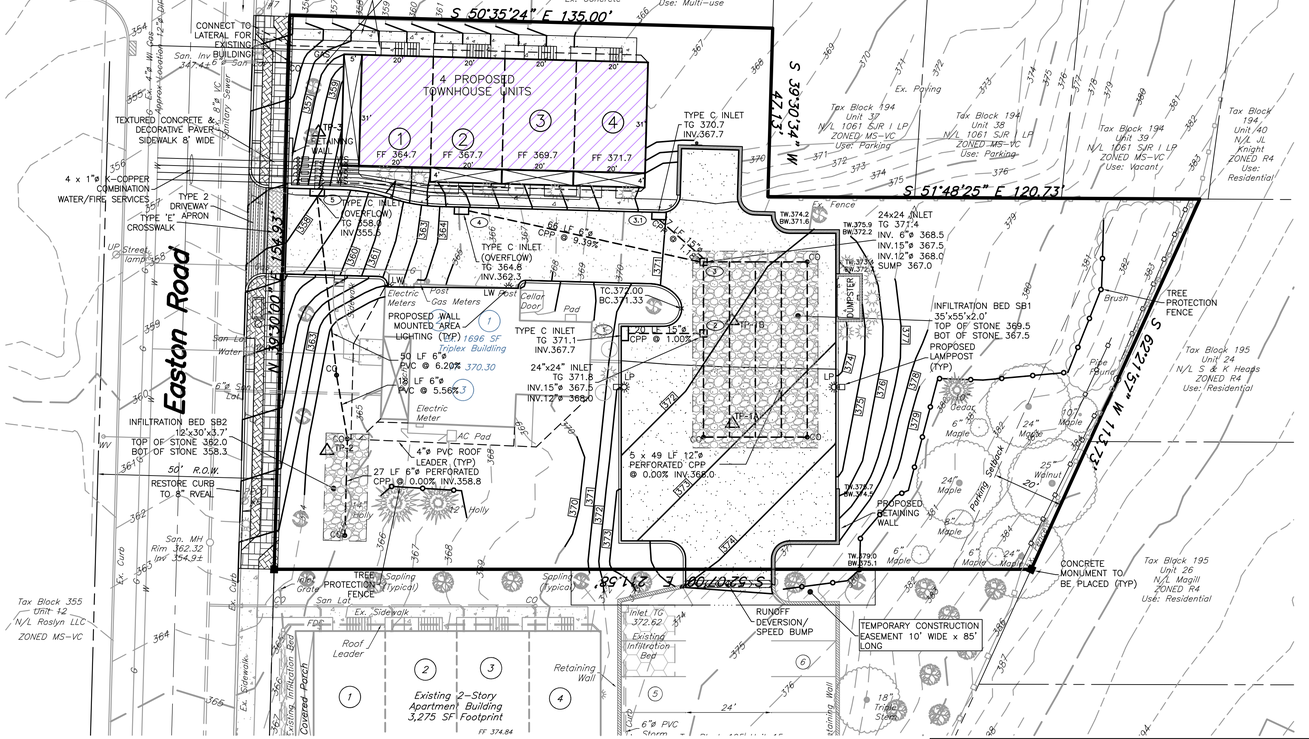
INFILTRATION BED SB2 DETAIL

NOT TO SCALE

INFILTRATION BED DIMENSIONS		
INFILTRATION BED	SB2	
BED WIDTH x LENGTH x DEPTH	12 x30 x 3.7	
'A' TOP OF STONE	362.0	
OVERFLOW PIPE SIZE	6"Ø	
'B' OVERFLOW INVERT	361.8	
'C' INFLOW INVERT	359±	
'D' DISTRIBUTION PIPE INVERT	358.8	
'E' BOTTOM OF STONE	358.3	

LEGEND

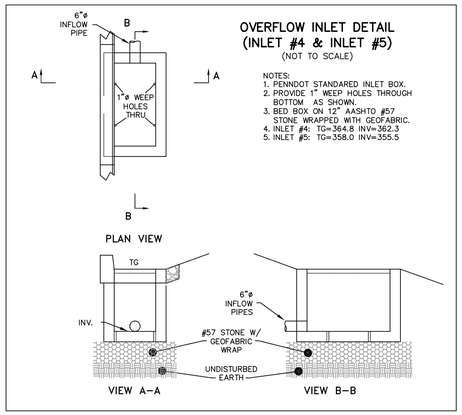
- EX. BOUNDARY
- EX. ADJACENT OWNER
- EX. RIGHT-OF-WAY
- 101 / 101 — EX. CONTOUR – 1' INTERVAL
- 100 — EX. CONTOUR – 5' INTERVAL
- BUILDING SETBACK LINES
- EX. BUILDING
- EX. EDGE OF PAVING
- EX. CURB
- EX. FENCE
- EX. SANITARY
- PROP. BUILDING
- PROP. DRIVEWAY
- 360 — PROP. CONTOURS
- TEMP. TREE PROTECTION FENCE



All soils within the site are classified as follows by the Soils Survey of Montgomery County September 2016:				
Symbol	Description	Group	Limitations	Resolutions
UckD	Urban land - Edgemont complex, 8 to 25 % slopes	B	Cutbacks cave, corrosive to concrete, droughty, hydric inclusions, slow percolation, poor as topsoil, frost action.	Trench protection, protect concrete, pump groundwater in excavations to a suitable silt control or dirt bag, provide erosion blanket in channels and on steep embankments, stockpile existing topsoil for reuse.

Infiltration Test Tabulation					
Test Pit No.	Approx. Ground Surface (ft)	Infiltration Test Depth (ft)	Approx. Test Elevation (ft)	Infiltration Rate (in/hr)	Limiting Zone Elevation (ft)
1A	373.5	6.0	367.5	0.08	None
1B	373.2	5.5	367.7	0.26	None
2	363.9	5.0	358.9	3.88	None
3	360.4	5.0	355.4	0.00	None

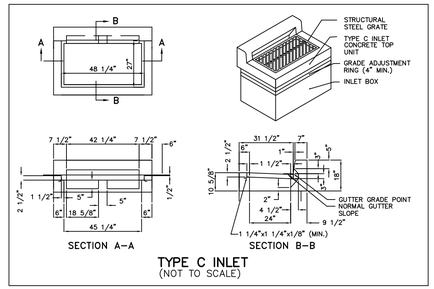
Reference: Stormwater Infiltration Testing by Penn's Trail, LLC 05-08-20



OVERFLOW INLET DETAIL (INLET #4 & INLET #5)

(NOTO TO SCALE)

NOTES:
1. PENNDOT STANDARED INLET BOX.
2. PROVIDE 1" WEEP HOLES THROUGH BOTTOM AS SHOWN.
3. BED BOX ON 12" AASHTO #57 STONE WRAPPED WITH GEOFABRIC.
4. INLET #4: TG=364.8 INV=362.3
5. INLET #5: TG=358.0 INV=355.5



24"x24" INLET DETAIL

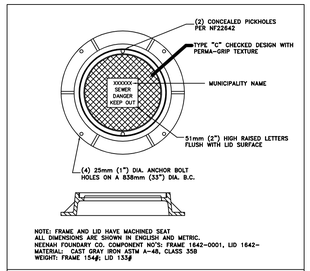
NOT TO SCALE

TYPE C INLET

(NOT TO SCALE)

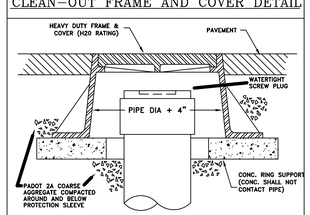


PLAN GRAPHIC SCALE



NOTE: FRAME AND LID HAVE MACHINED SEAT
ALL DIMENSIONS ARE SHOWN IN ENGLISH AND METRIC.
NEENAH FOUNDARY CO. COMPONENT NO'S: FRAME 1642-0001, LID 1642-
MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B
WEIGHT: FRAME 154#; LID 133#

CLEAN-OUT FRAME AND COVER DETAIL



NOTES:
1. FRAME AND COVER SHALL BE NEENAH FOUNDRY COMPANY MODEL R-1976, OR QUINN, OR APPROVED EQUAL
2. CLEAN-OUT PROTECTION SLEEVES ARE TO BE INSTALLED FOR CLEAN-OUTS LOCATED IN PAVED AREAS, OR LESS THAN 3 FEET FROM A PAVED AREA.

CLEAN-OUT PROTECTION SLEEVE

(FOR USE IN OR NEAR PAVED OR SIDEWALK AREAS)
N.T.S.

DETENTION SYSTEM MAINTENANCE NOTES:

THE DETENTION SYSTEM IS A PERMANENT FACILITY AND SHALL NOT BE MODIFIED OR REMOVED UNLESS PRIOR APPROVAL IS GRANTED BY ABINGTON TOWNSHIP. THE PROPERTY OWNER OR OWNERS,HIS/THEIR SUCCESSOR OR ASSIGNS SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL GRADES AND ELEVATIONS OF SUCH FACILITIES, AND SHALL DO NOTHING TO ALTER OR DAMAGE SAME OR OTHER DETENTION STRUCTURES AND DEVICES.

THESE RESPONSIBILITIES SHALL INCLUDE REMOVING SILT, TRASH AND DEBRIS AND DISPOSING OF IT IN A MANNER AND AT A LOCATION APPROVED BY THE COUNTY CONSERVATION DISTRICT AND THE TOWNSHIP; RESTORING ERODED AND SETTLED AREAS. ABINGTON TOWNSHIP SHALL HAVE PERPETUAL EASEMENT ON AND OVER THE AREAS OF THE DETENTION SYSTEM FOR THE PURPOSE OF EMERGENCY MAINTENANCE AND REPAIR OF SAID PERMANENT FACILITIES.

THE AFORESAID RESPONSIBILITIES OF THE PROPERTY OWNERS SHALL BE SUBJECT TO ENFORCEMENT BY ABINGTON TOWNSHIP. IN THE EVENT THAT THE OWNER FAILS TO HONOR THE RESPONSIBILITY SET FORTH HEREIN, IN ANY MANOR, ABINGTON TOWNSHIP SHALL HAVE THE RIGHT OF ENTRY UPON AND WITHIN THE DETENTION SYSTEM, TO UNDERTAKE SUCH CORRECTIVE FOR MAINTENANCE EFFORTS. THE COST OF SUCH AS WELL AS ADMINISTRATIVE, ENGINEERING, AND LEGAL COSTS FOR ENFORCEMENT, MAY BE IMPOSED UPON THE RESPONSIBLE LOT.

FAILURE TO REMEDY ALL ASSOCIATED COSTS DESCRIBED, MAY BE SUBJECT TO THE IMPOSITION OF A LIEN BY THE TOWNSHIP AGAINST THE LOT OR LOTS IN QUESTION, IN THE SAME MANNER AS THE TOWNSHIP MIGHT OTHERWISE BE EMPOWERED BY LAW TO ASSESS OR OPPOSE A LIEN AGAINST A PROPERTY FOR MUNICIPAL IMPROVEMENTS.

INSPECTION ACTIVITIES:
THE SYSTEM SHALL BE INSPECTED EVERY 3 MONTHS FOR OBSTRUCTION OF INLET GRATES, ACCUMULATED SILT, LEAVES AND OTHER DEBRIS IN INLETS AND PIPES. ANY SILT, SOIL, LEAVES OR DEBRIS WILL NEGATIVELY IMPACT THE PERFORMANCE OF THE SYSTEM. IF NECESSARY, THE OWNER SHALL RETAIN THE SERVICES OF A LICENSED ENGINEER TO EVALUATE ANY PERSISTENT PROBLEMS.

MAINTENANCE ACTIVITIES:
DEBRIS AND SILT SHALL BE REMOVED, AND CLOGGED STONE AREAS REMOVED AND REPLACED. PARTICULAR ATTENTION SHOULD BE PAID TO PREVENTING SEDIMENT AND SOIL FROM ENTERING THE DETENTION BED. ALL DOWNSPOUTS AND OVERFLOW PIPES SHOULD BE KEPT IN GOOD WORKING ORDER. SILT AND SILTED FILTER MATERIAL SHALL BE DISPOSED OF IN A MANNER AND AT A LOCATION APPROVED BY THE COUNTY CONSERVATION DISTRICT AND THE TOWNSHIP.

OWNER'S ACKNOWLEDGMENT OF STORMWATER FACILITIES

I, ARTHUR B. HERLING III, PRESIDENT OF ABP INVESTMENTS, INC. (PROPERTY OWNERS), ACKNOWLEDGE THAT ANY REVISION REVISION TO THE APPROVED DRAINAGE PLAN MUST BE APPROVED BY THE MUNICIPALITY AND THAT A REVISED EROSION & SEDIMENT CONTROL PLAN MUST BE SUBMITTED TO THE COUNTY CONSERVATION DISTRICT FOR APPROVAL.

_____

DESIGN ENGINEER CERTIFICATION

I, NICHOLAS T. ROSE, P.E. (PA 039251–E), ON THIS DATE _____, HEREBY CERTIFY THAT THIS DRAINAGE PLAN MEETS ALL REQUIREMENTS OF DEPARTMENT OF ENVIRONMENTAL PROTECTION'S (DEP'S) REGULATIONS AND THE STORMWATER MANAGEMENT ORDINANCE OF ABINGTON TOWNSHIP.

_____

TOPOGRAPHIC VERIFICATION NOTES:

THE CONTRACTOR SHALL FIELD VERIFY THE TOPOGRAPHY OF THE AREAS PROPOSED FOR CONSTRUCTION PRIOR TO THE START OF CONSTRUCTION. ELEVATIONS FOR AREAS WHERE PROPOSED PAVING MEETS EXISTING PAVING SHALL BE CHECKED IN THE FIELD. ANY DISCREPANCIES THAT HAVE AN IMPACT ON THE DESIGN AS SHOWN ON THESE PLANS SHALL BE REPORTED TO THE DESIGN ENGINEER PRIOR TO ANY CORRECTIVE ACTION BEING TAKEN.

PRIOR TO THE INSTALLATION OF THE SANITARY SEWER AND/OR STORM SEWER SYSTEMS, THE EXISTING SEWER INVERT ELEVATION AT ANY PROPOSED CONNECTION POINT(S) SHALL BE VERIFIED. ANY DISCREPANCIES IN THE ACTUAL INVERT ELEVATION AND THE INVERT ELEVATION SHOWN ON THIS PLAN SHALL BE REPORTED TO THE DESIGN ENGINEER PRIOR TO THE COMMENCEMENT OF THE SEWER INSTALLATION.

NORTH ARROW

PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776 STOP-CALL BEFORE YOU DIG
www.paonecall.org
SERIAL No. 20173461491

No.	Date	Description	By
3	02-26-21	PER REVIEW LETTER COMMENTS	BLH
2	11-02-20	PER REVIEW LETTER COMMENTS	BLH
1	06-15-20	PER REVIEW LETTER COMMENTS	BLH

Project Number H2423 | CAD File Name BASE.DWG | Drafter/Engineer JBG/NTR | Sheet Number 4 of 8 | File Number --- | Scale 1"=20' | Date 01-14-20 | County MONTGOMERY | Township ABINGTON

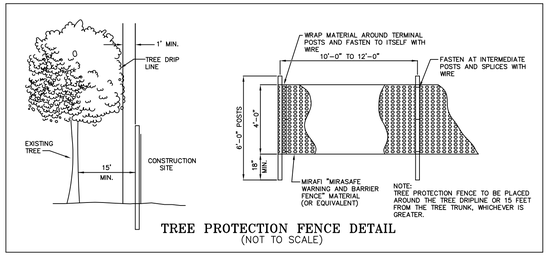
APPLICATION NUMBER LD-20-01

STORMWATER MANAGEMENT PLAN

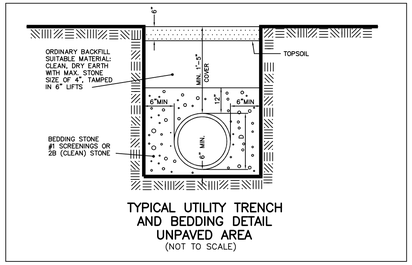
PREPARED FOR

TAX BLOCK 195 UNITS 19 & 9, AND TAX BLOCK 194, UNIT 36

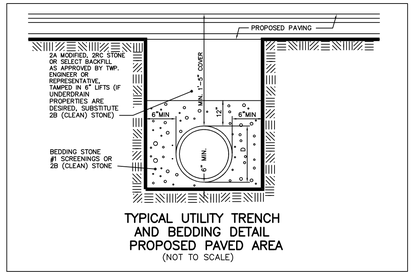
ProTract Engineering, Inc.
64 East Moreland Avenue, P.O. Box 58
Hatboro, Pennsylvania 19040
Phone (215)442-9230
Fax (215)442-9238



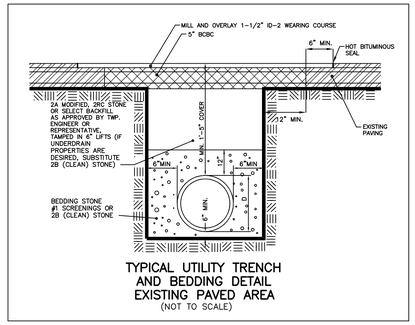
TREE PROTECTION FENCE DETAIL
(NOT TO SCALE)



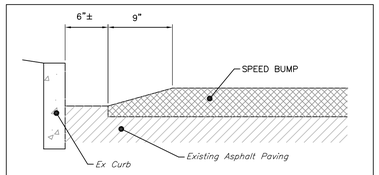
TYPICAL UTILITY TRENCH AND BEDDING DETAIL UNPAVED AREA
(NOT TO SCALE)



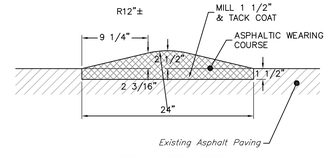
TYPICAL UTILITY TRENCH AND BEDDING DETAIL PROPOSED PAVED AREA
(NOT TO SCALE)



TYPICAL UTILITY TRENCH AND BEDDING DETAIL EXISTING PAVED AREA
(NOT TO SCALE)



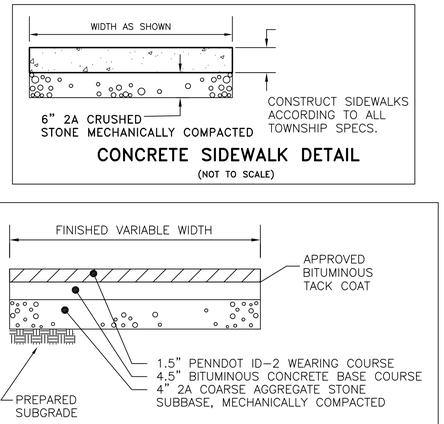
TYPICAL END TREATMENT



TYPICAL CROSS-SECTION

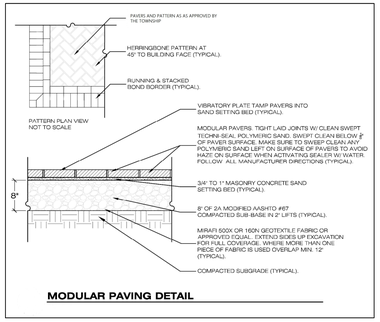
NOTES:
1. MILL EXISTING WEARING COURSE 1.5" AND TACK COAT BEFORE PLACING SPEED BUMP.
2. SEAL ALL EDGES OF SPEED BUMP USING PG 64-22 ASPHALT SEALANT.
3. FINISHED SPEED BUMP TO BE PAINTED YELLOW WITH AN APPROVED PAVING PAINT.
4. A "SPEED BUMP" SIGN (SIMILAR TO THOSE CURRENTLY IN USE ON COLLEGE DRIVE & CAMPUS DRIVE) SHALL BE INSTALLED AT EACH END OF THE SPEED BUMP, FACING THE APPROACHING TRAVEL LANE.

RUNOFF DEVERTER/
SPEED BUMP DETAIL
NTS

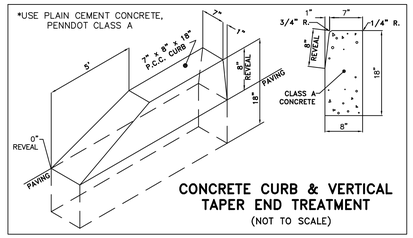


NON-RESIDENTIAL AND MULTI-RESIDENTIAL DRIVEWAYS AND PARKING AREAS - PAVING SECTION
NOT TO SCALE

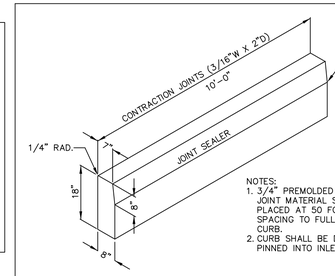
CONCRETE SIDEWALK DETAIL
(NOT TO SCALE)



MODULAR PAVING DETAIL

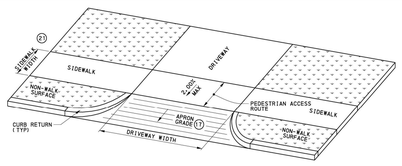


CONCRETE CURB & VERTICAL TAPER END TREATMENT
(NOT TO SCALE)



NOTES:
1. 3/4" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE PLACED AT 50 FOOT MAXIMUM SPACING TO FULL DEPTH OF CURB.
2. CURB SHALL BE DOWEL PINNED INTO INLETS.

PLAIN CEMENT CONCRETE CURB
(NOT TO SCALE)



TYPE 2
DRIVEWAY APRON

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH PENNDOT STANDARD DETAIL RC-67M.
2. ALL CONCRETE SHALL BE PENNDOT CLASS A.
3. BASE SHALL BE 4" DEEP CRUSHED STONE (2A MODIFIED) MECHANICALLY TAMPED.
4. DRIVEWAY APRON SHALL 6" THICK BE REINFORCED WITH WWF 6x6 w2.9xw2.9.4. 8.33%
5. MAX. RAMP SLOPE.

17. 8.00% MAX CHANGE IN GRADE BETWEEN ROAD SURFACE AND DRIVEWAY.

21. MINIMUM SIDEWALK WIDTH 5'-0".

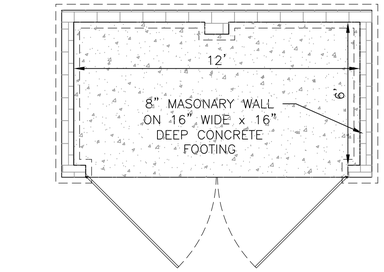


COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE AND OPERATIONS

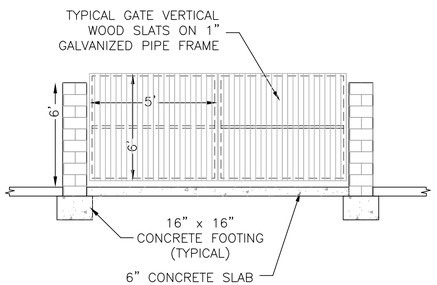
PAVEMENT MARKINGS

CROSSWALKS

RECOMMENDED JUN 13, 2013 — CHIEF, TRAFFIC ENGINEERING AND PERMITS SECTION
RECOMMENDED JUN 13, 2013 — CHIEF, TRAFFIC ENGINEERING AND PERMITS SECTION
SHT. 6 OF 13
TC-8600



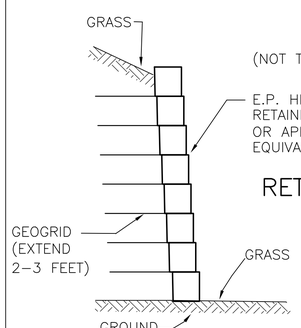
PLAN VIEW



FRONT ELEVATION

NOTES:
1. MASONARY TO BE HARDSCAPING STYLE BLOCK TO MATCH ADJACENT RETAINING WALLS
2. GATES TO BE SELF-CLOSING

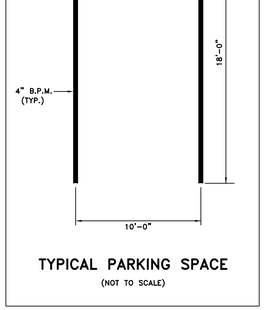
DUMPSTER BAY & GATE DETAIL
NTS



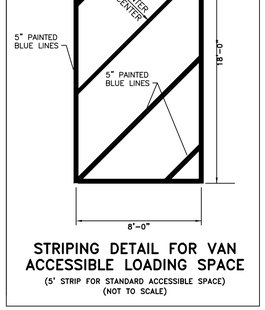
RETAINING WALL DETAIL

DESIGN CALCULATIONS AND PLANS SIGNED AND SEALED BY A PA REGISTERED ENGINEER ARE REQUIRED TO BE SUBMITTED TO THE TOWNSHIP ENGINEER FOR REVIEW PRIOR TO WALL CONSTRUCTION

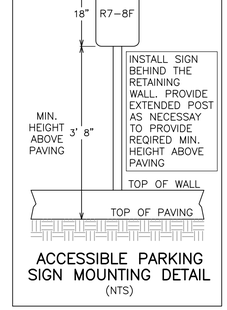
NOTE: SHOP DRAWINGS OF RETAINING WALL WILL BE SUBMITTED PRIOR TO CONSTRUCTION.



TYPICAL PARKING SPACE
(NOT TO SCALE)



STRIPING DETAIL FOR VAN ACCESSIBLE LOADING SPACE
(5' STRIP FOR STANDARD ACCESSIBLE SPACE)
(NOT TO SCALE)



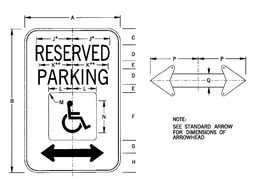
ACCESSIBLE PARKING SIGN MOUNTING DETAIL
(NTS)

R7-8
RESERVED PARKING SIGN

The Reserved Parking Sign (R7-8) is authorized to mark the location of a parking space which is reserved for handicapped persons or severely disabled veterans.

When used the R7-8 sign should generally be installed at the front of each reserved parking stall, except in the case of parallel parking, it should be installed at intervals not exceeding 100' along the side of the stalls. When installed at the front of the parking stalls, the single or double headed arrow may be deleted from the R7-8 sign and the message may be spaced accordingly.

The Reserved Parking Penalties Sign (R7-8F) shall be posted in conjunction with the R7-8 sign. When used, the R7-8F sign shall be placed below the R7-8 sign.



NOTE: SEE STANDARD ARROW FOR DIMENSIONS OF ARROWHEAD

DIMENSIONS - IN																				
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	M	N	P	Q	MAN-DOR-DIS	DOR-DOR	BLANK STD.
12" x 18"	2	2C	1	6	1.6	2.4	4.9	4.3	3	0.4	4	3.8	0.8	0.4	0.4	B5-1218

* REDUCE SPACING 50%
** REDUCE SPACING 33%

COLOR:
LEGEND, ARROW AND BORDER: GREEN (REFLECTORIZED)
BACKGROUND AND SYMBOL: WHITE (REFLECTORIZED)
SYMBOL BACKGROUND: BLUE (REFLECTORIZED)

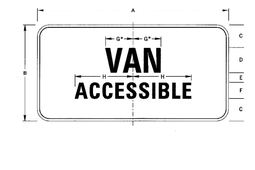
APPROVED FOR THE SECRETARY OF TRANSPORTATION
By: J. C. Rovi
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations
Date: 02-29-12

R7_8.DGN

R7-8P
VAN ACCESSIBLE SIGN

The Van Accessible Sign (R7-8P) may be used as a supplemental sign to indicate that a parking space signed with the Reserved Parking Sign (R7-8) is of sufficient size for use by the disabled to accommodate vans disclosing a handicapped or severely disabled veteran registration plate or placard.

One in every eight reserved parking spaces for the disabled, but not less than one, shall be designated with the R7-8P sign. When used, the R7-8P sign shall be placed immediately below the Reserved Parking Sign (R7-8).



DIMENSIONS - IN									
SIGN SIZE A x B	C	D	E	F	G	H	MAN-DOR-DIS	DOR-DOR	BLANK STD.
12" x 6"	1.4	1.60	0.6	1D	2.1	4	0.4	0.4	B5-1206

* INCREASE SPACING 50%

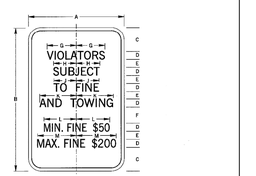
COLOR:
LEGEND AND BORDER: GREEN (REFLECTORIZED)
BACKGROUND: WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION
By: J. C. Rovi
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations
Date: 02-29-12

R7_8P.DGN

R7-8F
RESERVED PARKING PENALTIES SIGN

The Reserved Parking Penalties Sign (R7-8F) shall be installed with the Reserved Parking Sign (R7-8). When used, the R7-8F sign shall be placed below the R7-8 Sign. In order to improve visibility of signs installed at the front of reserved stalls, a substandard height for the bottom of the sign of approximately 3'-0" above the parking stall elevation may be used.



DIMENSIONS - IN																				
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	M	MAN-DOR-DIS	DOR-DOR	BLANK STD.
12" x 18"	3	1C	1	2	3	2.4	2.3	3.6	4	4.6	0.4	0.4	B5-1218

COLOR:
LEGEND AND BORDER: RED (REFLECTORIZED)
BACKGROUND: WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION
By: J. C. Rovi
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations
Date: 02-29-12

R7_8F.DGN

APPLICATION NUMBER LD-20-01

DETAIL PLAN
PREPARED FOR
TAX BLOCK 195 UNITS 19 & 9, AND TAX BLOCK 194, UNIT 36

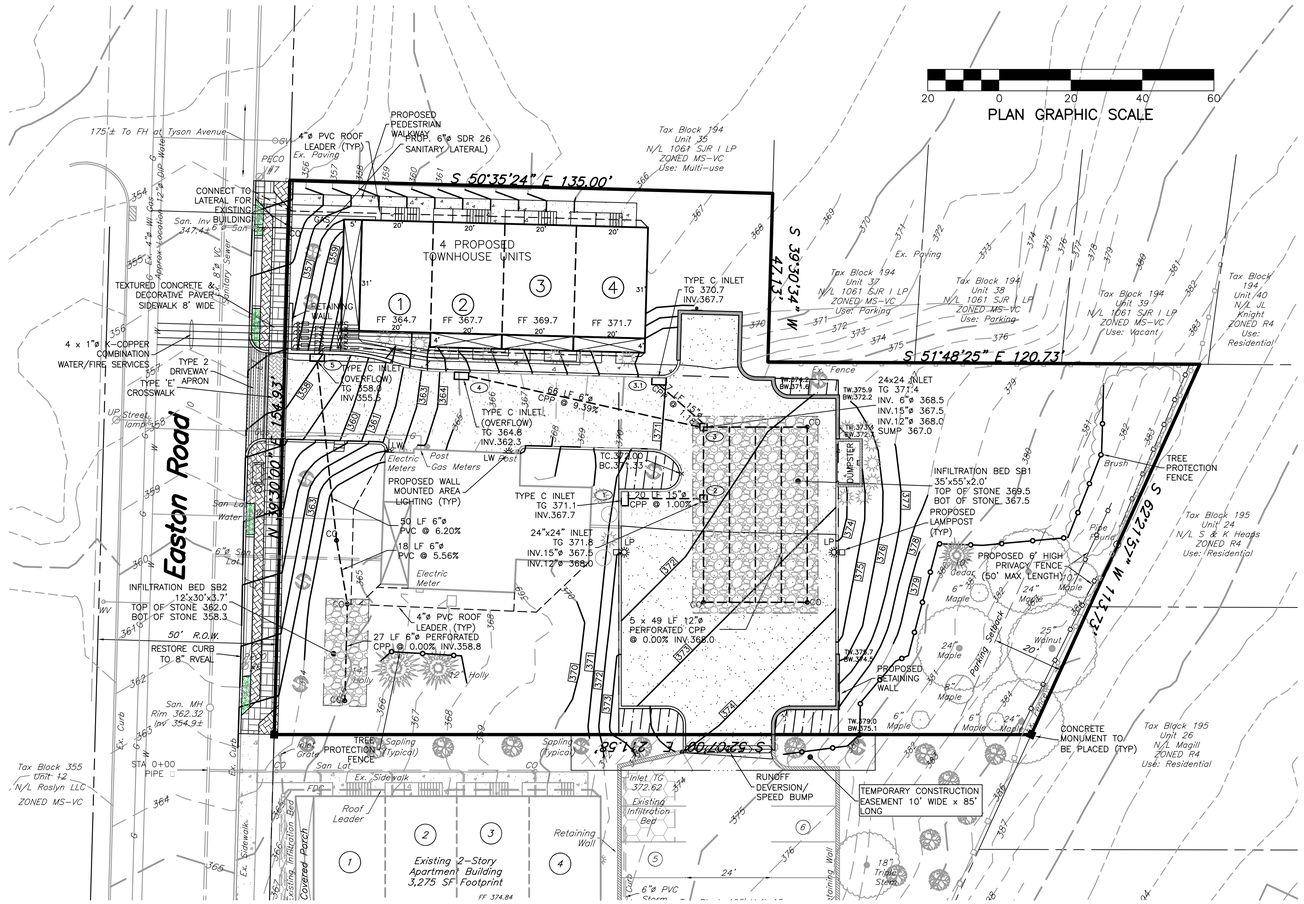
ProTract Engineering, Inc.
64 East Moreland Avenue, P.O. Box 58
Hatboro, Pennsylvania 19040
Phone (215)442-9230
Fax (215)442-9238

No.	Date	Description	By
3	02-26-21	PER REVIEW LETTER COMMENTS	BLH
2	11-02-20	PER REVIEW LETTER COMMENTS	BLH
1	06-15-20	PER REVIEW LETTER COMMENTS	BLH

Project Number H2423
File Number ---
CAD File Name BASE.DWG
Drafter/Engineer JBG/NTR

Township ABINGTON
County MONTGOMERY
Date 01-14-20
Scale AS SHOWN
Sheet Number 5 of 8

NORTH ARROW



TOPOGRAPHIC VERIFICATION NOTES:

THE CONTRACTOR SHALL FIELD VERIFY THE TOPOGRAPHY OF THE AREAS PROPOSED FOR CONSTRUCTION PRIOR TO THE START OF CONSTRUCTION. ELEVATIONS FOR AREAS WHERE PROPOSED PAVING MEETS EXISTING PAVING SHALL BE CHECKED IN THE FIELD. ANY DISCREPANCIES THAT HAVE AN IMPACT ON THE DESIGN AS SHOWN ON THESE PLANS SHALL BE REPORTED TO THE DESIGN ENGINEER PRIOR TO ANY CORRECTIVE ACTION BEING TAKEN.

PRIOR TO THE INSTALLATION OF THE SANITARY SEWER AND/OR STORM SEWER SYSTEMS, THE EXISTING SEWER INVERT ELEVATION AT ANY PROPOSED CONNECTION POINT(S) SHALL BE VERIFIED. ANY DISCREPANCIES IN THE ACTUAL INVERT ELEVATION AND THE INVERT ELEVATION SHOWN ON THIS PLAN SHALL BE REPORTED TO THE DESIGN ENGINEER PRIOR TO THE COMMENCEMENT OF THE SEWER INSTALLATION.

CONSTRUCTION NOTES:

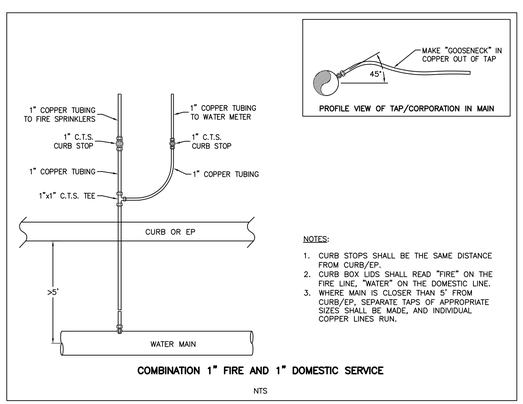
1. PROTRACT ENGINEERING, INC. DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS FOR EXISTING SUBSURFACE UTILITY STRUCTURES SHOWN ON THE PLANS, NOR DOES PROTRACT ENGINEERING, INC. GUARANTEE THAT ALL SUBSURFACE STRUCTURES ARE SHOWN. TO COMPLY WITH ACT 187 THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES BEFORE THE START OF WORK.
2. SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF ABINGTON TOWNSHIP.
   - ALL SANITARY SEWER PIPING WITHIN THE PUBLIC RIGHT-OF-WAY IS REQUIRED TO BE DUCTILE IRON PIPE.
   - NO TREES, BUSHES SHEDS, STORAGE BUILDINGS, STRUCTURES, POOLS NOR FENCES SHALL BE ERECTED WITHIN 10 FEET, EACH SIDE OF THE CENTERLINE OF THE COMMON SANITARY SEWER.
   - THE COMMON SERER LATERAL SHALL BE 6 INCH DIAMETER PIPE AND EACH RESIDENTIAL UNIT PIPE SHALL BE 4 INCH DIAMETER
   - THE EXISTING SEWER LATERAL SERVING THE BUILDING TO BE DEMOLISHED SHALL BE REMOVED TO NEAR THE CURB LINE IN EASTON ROAD. THE NEW 6" DIAMETER COMMON LATERAL SERVING THE NEW BUILDING SHALL BE CONNECTED TO THE EXISTING CLAY LATERAL UTILIZING A RUBBER GASKETTED TYPE FITTING.
3. WHEREVER POSSIBLE, SANITARY SEWERS SHOULD BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAINS. IF THIS SEPARATION IS NOT POSSIBLE (INCLUDING AT CROSSINGS) THE ELEVATION OF THE TOP OF THE SEWER SHOULD BE AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN. WHERE LESS THAN AN 18"VERTICAL SEPARATION EXISTS BETWEEN THE WATER AND SEWER LINES, THE SEWER LINE SHOULD BE CONCRETE ENCASED FOR 10 FEET ON EACH SIDE OF THE WATER MAIN. IF POSSIBLE, SEWERS CROSSING WATER MAINS SHALL BE CONSTRUCTED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS.
4. CONSTRUCTION SPECIFICATIONS:

   A) EARTHWORK/CLEARING/GRUBBING; ALL WORK IN THIS CATEGORY SHALL COMPLY WITH COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408 (SPECIFICATIONS) SECTION 200. REMOVE ALL DEBRIS TO A SUITABLE WASTE LOCATION. TOPSOIL; ALL WORK IN THIS CATEGORY SHALL COMPLY WITH COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408(SPECIFICATIONS) SECTION 802. SODDING/MULCHING/SEEDING; ALL WORK IN THIS CATEGORY SHALL COMPLY WITH COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408 SPECIFICATIONS) SECTIONS 804, 805, AND 809.

   B) STORM SEWER; ALL WORK IN THIS CATEGORY SHALL COMPLY WITH COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408 (SPECIFICATIONS) SECTION 600. STORM SEWERS SHALL BE SMOOTH LINED CORRUGATED PLASTIC PIPE OR REINFORCED CONCRETE PIPE AS SHOWN ON THE PLAN. STORM PIPES AND INLET STRUCTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

   C) CONCRETE SIDEWALK; ALL WORK IN THIS CATEGORY SHALL COMPLY WITH COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408 (SPECIFICATIONS) SECTION 630 AND CURRENT TOWNSHIP SPECIFICATIONS.

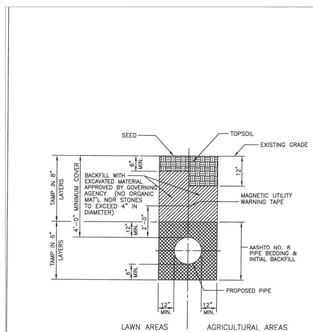
   D) BITUMINOUS PAVING; ALL WORK IN THIS CATEGORY SHALL COMPLY WITH COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PUBLICATION 408 (SPECIFICATIONS) SECTIONS 401, 420 AND CURRENT TOWNSHIP SPECIFICATIONS. KEY CUT & MATCH AT JUNCTIONS BETWEEN EXISTING AND PROPOSED PAVING.
5. ALL UTILITY SERVICES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH THE PREVAILING STANDARDS OF THE UTILITY OR OTHER COMPANY PROVIDING SUCH SERVICES.



NOTES:
1. CURB STOPS SHALL BE THE SAME DISTANCE FROM CURB/EP.
2. CURB BOX LIDS SHALL READ "FIRE" ON THE FIRE LINE, "WATER" ON THE DOMESTIC LINE.
3. WHERE MAIN IS CLOSER THAN 5' FROM CURB/EP, SEPARATE TAPS OF APPROPRIATE SIZES SHALL BE MADE, AND INDIVIDUAL COPPER LINES RUN.

COMBINATION 1" FIRE AND 1" DOMESTIC SERVICE

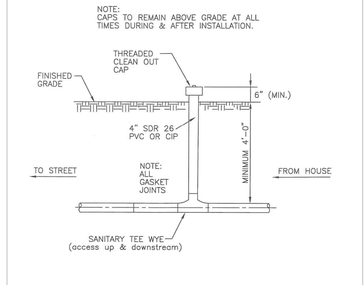
NTS



Township of Abington
STANDARD DETAIL - SEWER SYSTEM

TRENCH RESTORATION
LAWN / AGRICULTURAL AREAS

DATE: NOVEMBER 2015
DETAIL: 2



Township of Abington
STANDARD DETAIL - SEWER SYSTEM

TYPICAL BUILDING SEWER CLEANOUT ASSEMBLY

DATE: JANUARY 2016
DETAIL: 38

LEGEND

- EX. BOUNDARY
- EX. ADJACENT OWNER
- EX. RIGHT-OF-WAY
- 101 EX. CONTOUR – 1' INTERVAL
- 100 EX. CONTOUR – 5' INTERVAL
- BUILDING SETBACK LINES
- EX. BUILDING
- EX. EDGE OF PAVING
- EX. CURB
- EX. FENCE
- EX. SANITARY
- PROP. BUILDING
- PROP. DRIVEWAY
- 360 PROP. CONTOURS
- TEMP. TREE PROTECTION FENCE

NORTH ARROW

PENNSYLVANIA ONE CALL SYSTEM, INC.
1-800-242-1776
STOP-CALL BEFORE YOU DIG
www.paonecall.org
SERIAL No. 20173461491

No.	Date	Description	By
3	02-26-21	PER REVIEW LETTER COMMENTS	BLH
2	11-02-20	PER REVIEW LETTER COMMENTS	BLH
1	06-15-20	PER REVIEW LETTER COMMENTS	BLH

Project Number H2423 | File Number --- | CAD File Name BASE.DWG | Drafter/Engineer JBG/NTR

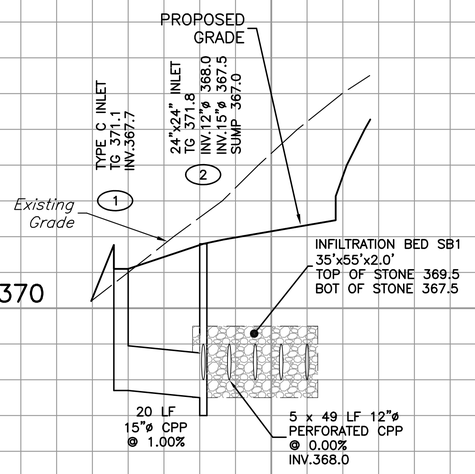
Township ABINGTON
County MONTGOMERY
Date 01-14-20
Scale 1"=20'
Sheet Number 7 of 8

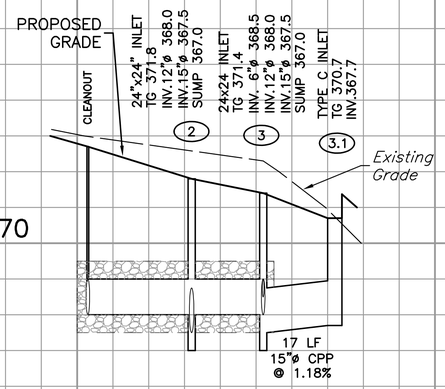
APPLICATION NUMBER LD-20-01

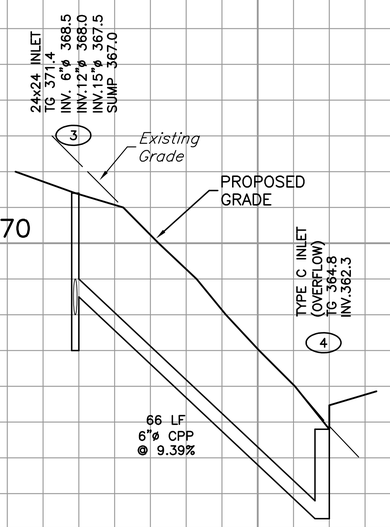
UTILITY PLAN
PREPARED FOR

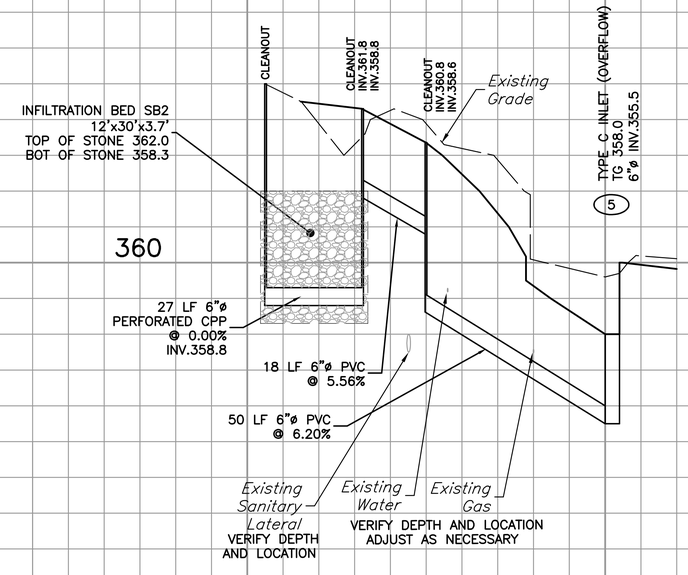
TAX BLOCK 195 UNITS 19 & 9, AND TAX BLOCK 194, UNIT 36

ProTract Engineering, Inc.
64 East Moreland Avenue, P.O. Box 58
Hatboro, Pennsylvania 19040
Phone (215)442-9230
Fax (215)442-8238









STORM SEWER
PROFILES
SCALES: H 1" = 20'
V 1" =2'

NORTH ARROW

APPLICATION NUMBER LD-20-01

STORM PIPE PROFILE PLAN

PREPARED FOR

TAX BLOCK 195 UNITS 19 & 9,
AND TAX BLOCK 194, UNIT 36

ProTract
Engineering, Inc.
64 East Moreland Avenue, P.O. Box 58
Hatboro, Pennsylvania 19040
Phone (215)442-9230
Fax (215)442-9238

Township	County	Date	Scale	Sheet Number
ABINGTON	MONTGOMERY	01-14-20	AS SHOWN	8 of 8

No.	Date	Description	By
3	02-26-21	PER REVIEW LETTER COMMENTS	BLH
2	11-02-20	PER REVIEW LETTER COMMENTS	BLH
1	06-15-20	PER REVIEW LETTER COMMENTS	BLH

Project Number	CAD File Name	File Number	Drafter/Engineer
H2423	BASE.DWG	---	JBG/NTR

271

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

The Galman Group

EXECUTIVE SUMMARY:

The Galman Group applicant intends to enclose the existing patio located on the rear of the existing building at The Plaza Apartments at property address 1250 Greenwood Avenue, Jenkintown

PREVIOUS BOARD ACTIONS:

The applicant went in front of the Planning Commission on March 23, 2021.

RECOMMENDED BOARD ACTIONS:

Consider approving the proposed Minor Land Development for The Galman Group at property address 1250 Greenwood Avenue. The applicant intends to enclose the existing patio located on the rear of the existing building at The Plaza Apartments.

Township of Abington

Engineering & Code Department

John L Spiegelman, President
Thomas Hecker, Vice President

Richard J. Manfredi, Manager

SD/LD Review Tracking Application # LD-21-02

Project Name: Minor Land Development - The Gilman Group
1250 Greenwood Ave, Jenkintown - Addition

File Date: 1/14/21 Date Complete _____ 90 Day Clock _____

	Sub. #	Date Sent:	Review Ltr. Recv'd:	Comments (Y/N)
[ ] Reviewing Engr.				
[ ] Traffic Engineer				
[ ] MCPC				
[ ] Fire Marshal				
[ ] Traffic Safety				
[ ] Wastewater/DEP				
[ ] Shade Tree				
[ ] EAC				
[ ] Planning Commission				
[ ] ZHB				
[ ] Solicitor				
[ ] Other:				

1176 Old York Road, Abington PA 19001 | www.abington.org | 267-536-1000 | TTY/TTD: 9-1-1 | Fax 215-884-8271

APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT

PROJECT TITLE: The Plaza Apartments

APPLICANT NAME: Jerry Slipakoff

TO BE COMPLETED BY THE TOWNSHIP
Submission Information:

Application Number: LD 21-02
Received By: Stacey Littlefield
File Date: 1/14/21

Date Complete: _____
90 Day Date: _____
Ward No. 7

REQUIRED MATERIAL FOR ALL SUBDIVISION/LAND DEVELOPMENT APPLICATIONS:

1. This form **MUST** be completed and submitted.
2. A Subdivision/ Land Development Application MUST include all of the items listed in the application checklist in Section V to be considered complete.
3. Incomplete application will **NOT** be placed on the Planning Commission agenda. Incomplete applications will be returned to the applicant.
4. Complete applications must be received at least 45 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard.
5. Ten (10) full size paper copies, and one (1) 11x17 reduced copy of the plans, plus three (3) copies of each report or study are to be submitted in the initial submission of the complete application. A digital copy of all submitted documents must be included with the application.

   ***It is highly encouraged to submit applications in a digital format**

I. CONTACT INFORMATION

Applicant Information

Jerry Slipakoff - The Galman Group
Name

261 Old York Road, Suite 110, Jenkintown, PA 19046
Address

215 886 2000
Phone

Fax

jslip@galmangroup.com
Email Address

Property Owners Information (if different than applicant)

The Galman Group
Name

261 Old York Road, Suite 110, Jenkintown, PA 19046
Address

215 886 2000
Phone

Fax

jslip@galmangroup.com
Email Address

Architect/ Planner

Brian Mann
Name

323 South York Road, Hatboro ,PA 19040
Address

(215) 442-1780
Phone

Fax

brian@theomniagroup.com
Email Address

Engineer/ Surveyor

Christos Dinoulis -Bohler Engineering
Name

1515 Market Street, Suite 920, Philadelphia, PA 19102
Address

Engineer/ Surveyor Cont'd

267-402-3400
Phone

Fax

cdinoulis@bohlereng.com
Email Address

Attorney

Marc Jonas, Esq.
Name

470 Norristown Road, Suite 302, Blue Bell, PA 19422
Address

(215) 542-9345
Phone

Fax

mjonas@eastburngray.com
Email Address

II. PROJECT INFORMATION

Application Type:

☐ Minor Subdivision	☑ Minor Land Develop.	☐ Preliminary Major SD & LD
☐ Preliminary Major Subdivision	☐ Prelim. Major Land Develop.	☐ Final Major SD & LD
☐ Final Major Subdivision	☐ Final Major Land Develop.	

Full street address of the property: 1250 Greenwood Ave, Jenkintown, PA 19046

Tax Parcel No.: 30-00-49660-10-9 County Deed Book No.: 5750 Page No.: 01262

Description of Proposed Work: The applicant intends to enclose the existing patio located on the rear of the existing building.

Total Tract Acreage: 11.17 acres Project Acreage: 0.01 acres (479 s.f.)

Zoning District: BC Existing Number of Lots: 1 Proposed Number of Lots: 1

Existing Sewer Flows: No change Proposed Sewer Flows: No change

Proposed Land Use:

☐ Single Family Detached	☐ Single Family Attached	☐ Single Family Semi-Detached	
☑ Multi-Family	☐ Commercial	☐ Office	☐ Industrial
☐ Other (Describe):			

III. REVIEW

Please complete the following section by circling a response:

- Have you met with the Zoning Officer regarding this plan? Yes ◯ No ◉
- Are there known variances/any zoning relief necessary for this project?* Yes ◯ No ◉
- If YES, have you submitted an application to the Zoning Hearing Board? Yes ◯ No ◉
- Has this plan been heard by the Zoning Hearing Board? Yes ◯ No ◉

*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Township a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

It is recommended that ALL Land Development and Major Subdivision applications have a pre-submission meeting to discuss the project prior to full application submittal.

Minor Subdivision applications may request a pre-submission meeting; if one is desired.

Meetings are held the fourth Tuesday of each month beginning at 9:30 a.m. at the Township Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.

Applicant signature

12.17.2020
Date

To schedule a pre-submission meeting, please contact the office of the Township Manager at 267-536-1003 or email tcastorina@abingtonpa.gov

IV. WAIVERS

List of Requested Waivers: Attach separate sheet if required.

Section/Requirement:	**Relief Requested:**

V. SUBMISSION

APPLICATION CHECKLIST

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Applications for the Township of Abington.

- [x] Application Form: completed and signed by the owner/applicant
- [x] 10 (ten) copies of the proposed plan, folded to legal file size. Plan should not be smaller than 1" = 50'and not exceed a sheet size of 24"x 36"
- [x] One (1) reduced copy of the proposed plan, no larger than 11"x17"
- [x] Two (2) sets of tentative architectural plans for all applications proposing construction or land development
- [ ] One (1) copy of the Recreation Facilities Plan (if required by §146-40)
- [ ] Letter of Sanitary Sewer availability from the Township Wastewater Treatment Department Two
- [ ] (2) copies of Sewage Facilities Planning Module Applications
- [ ] Letter of Water availability from AQUA PA
- [ ] One (1) copy of any previous Zoning Hearing Board decisions related to the subject property
- [x] One (1) Digital copy of all submitted documents
- [x] Application Fee: Check made payable to the Township of Abington
- [x] Escrow Fee: Check made payable to the Township of Abington. Separate check from application fee

VI. SIGNATURE

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct, and complete.

Signature of Applicant — 12.17.2020 Date

Signature of Property Owner (if different than applicant) VP — 12.17.2020 Date

THE FOLLOWING IS FOR INTERNAL USE ONLY:

PAYMENT

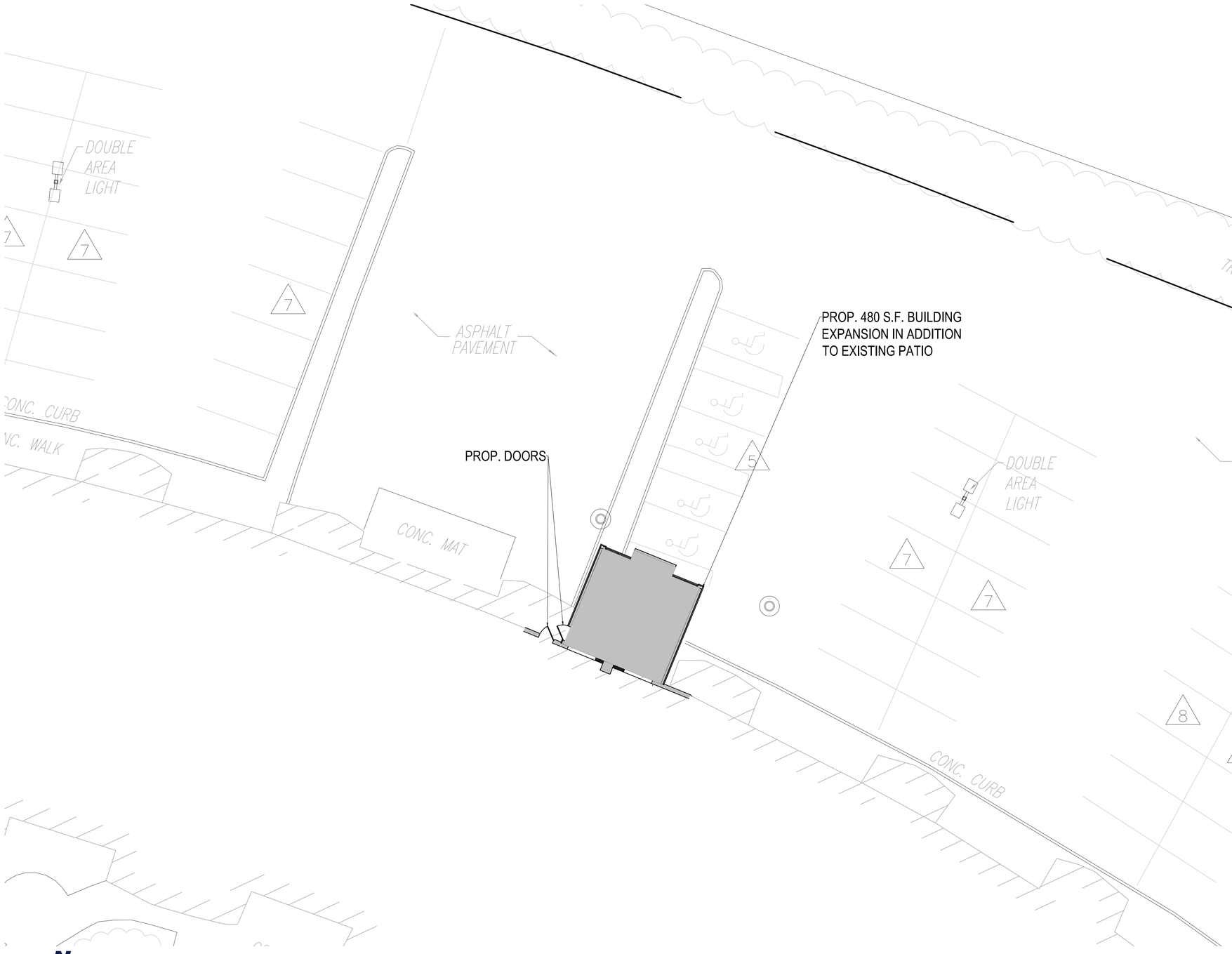
☑ Application Fee Amount: $ 300.00 Check No.: # 1266488

☑ Review Escrow Fee Amount: $ 2,500.00 Check No.: # 1266487

DECISION INFORMATION

Approval ☐ Denial ☐ Decision Date: _____

Comments/Conditions:



SITE PLAN GENERAL NOTES

1.) THIS DRAWING REFERENCES A PLAN BY:
a.) CONTROL POINT ASSOCIATES, INC.
1600 MANOR DRIVE, SUITE 210
CHALFONT, PA 18914
ENTITLED: "BOUNDARY & TOPOGRAPHIC SURVEY
PREPARED FOR: GALMAN GROUP"
FILE NO: CP02043
DATED: 05-01-2007

2.) ALL ELEVATIONS SHOWN ARE IN ACCORDANCE WITH THE REFERENCED SURVEYOR'S BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO GROUNDBREAK.

3.) ALL ACCESSIBLE PARKING STALLS, ACCESSIBLE ROUTES, RAMPS AND ALL OTHER PROVISIONS FOR ADA COMPLIANCE (INTERNALLY TO SITE FEATURES AND FROM SITE FEATURES TO PUBLIC WAYS) SHALL BE CONSTRUCTED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS AND REGULATIONS. THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR ADA COMPLIANCE FOR ALL PROPOSED FEATURES DEPICTED ON THESE PLANS. IT IS THE OWNER'S RESPONSIBILITY TO ESTABLISH AND MAINTAIN CONTINUED COMPLIANCE WITH THE ADA REGULATIONS PERTAINING TO ON AND OFF SITE FEATURES.

4.) ALL FEATURES ARE EXISTING TO REMAIN UNLESS OTHERWISE NOTED.

5.) FEATURES TO BE REMOVED ARE NOTED (TBR).

6.) PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.

7.) THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR ANY/ALL CERTIFICATIONS, INSPECTIONS, ETC. REQUIRED BY ALL GOVERNING JURISDICTIONAL AGENCIES DURING AND AFTER CONSTRUCTION FOR SIGN-OFF AND CERTIFICATE OF OCCUPANCY ISSUANCE, INCLUDING BUT NOT LIMITED TO PROCUREMENT OF SERVICES, SCHEDULING OF FIELD OBSERVATIONS AND COORDINATION WITH REPRESENTATIVES OF THE APPROPRIATE PARTIES. CONTRACTOR IS RESPONSIBLE TO COORDINATE CERTIFICATIONS, SIGN-OFFS, ETC. NECESSARY FOR JOB CLOSE-OUT AND ISSUANCE OF CERTIFICATE OF OCCUPANCY.

8.) ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, REFERENCED DOCUMENTS, AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.

9.) THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN SOILS REPORT & PLANS, ETC.

10.) THE PROPERTY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.

11.) THESE PLANS ARE BASED ON INFORMATION PROVIDED TO OUR OFFICE AT THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY OUR OFFICE IF ACTUAL SITE CONDITIONS DIFFER FROM THAT SHOWN ON THE PLAN, OR IF THE PROPOSED WORK WOULD BE INHIBITED BY ANY OTHER SITE FEATURES.

12.) ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

13.) THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS AND SITE LIGHTING ELECTRICAL DESIGN AND LAYOUT.

14.) DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE AND FEDERAL LAWS AND APPLICABLE CODES. CONTRACTOR SHALL PROPERLY REMOVE & DISPOSE OF HAZARDOUS/UNSUITABLE MATERIAL OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES & LAWS.

15.) THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.

16.) THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURE, ETC. TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES AS NECESSARY TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT TO REMAIN, AND PROVIDE A SAFE WORK AREA.

17.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECT CABLE, CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION.

18.) THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING THE DAMAGE DONE TO ANY EXISTING ITEM DURING CONSTRUCTION SUCH AS BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIR SHALL BE EQUAL TO OR BETTER THAN, EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION START.

19.) ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS INDICATED IN SPECIFICATIONS AND REFERENCED DOCUMENTS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

20.) THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS/MEANS FOR COMPLETION OF THE WORK DEPICTED ON THESE PLANS NOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR RESPONSIBLE FOR DETERMINING METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFICATION OF OWNER AND ENGINEER OF RECORD WHEN A CONFLICT IS IDENTIFIED.

21.) THE ENGINEER OF RECORD HEREIN IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS HE BEEN RETAINED FOR SUCH PURPOSES.

22.) ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME BOHLER ENGINEERING, INC., ITS SUB CONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH BOHLER ENGINEERING, INC. WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS BOHLER ENGINEERING, INC. AND ITS SUB CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

23.) NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER ENGINEERING, INC., NOR THE PRESENCE OF BOHLER ENGINEERING, INC. OR ITS EMPLOYEES AND SUB CONSULTANTS AT A CONSTRUCTION/PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. BOHLER ENGINEERING, INC. AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. BOHLER ENGINEERING, INC. SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE MADE ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

24.) BOHLER ENGINEERING, INC. SHALL REVIEW AND ADVISE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. BOHLER ENGINEERING'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT BOHLER ENGINEERING, INC. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER ENGINEERING, INC. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF BOHLER ENGINEERING, INC. IN WRITING BY THE CONTRACTOR. BOHLER ENGINEERING, INC. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

25.) IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CONNECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

LEGEND
EXISTING/PROPOSED

- TRACT BOUNDARY
- ZONING BOUNDARY
- CONDOMINIUM UNIT LINE
- MONUMENT/IRON PIPE
- EXISTING TREELINE
- PROPOSED TREELINE
- UTILITY POLE
- INLET
- MANHOLE
- WATER VALVE
- AREA LIGHT
- WATER METER
- TRAFFIC LIGHT
- PROPOSED AREA LIGHTS
- PROPOSED SIGN
- PROPOSED MANHOLE
- PROPOSED INLET
- PROPOSED ENDWALL
- PROPOSED GUIDE RAIL
- PROPOSED FENCE

LEGEND
EXISTING/PROPOSED

- PROPOSED PAVEMENT MARKINGS (STOP)
- ADA PARKING STALLS
- PARKING SPACE COUNT (11)
- PROPOSED BOLLARD
- PROPOSED CURB
- PROPOSED BUILDING AREA
- PROPOSED RETAINING WALL
- LIMITS OF BASIN AREAS
- PROPOSED RIVERSTONE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED RIP-RAP
- PROPOSED GREEN AREA

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABILITY DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE INFORMATION, DESIGN AND CONTENT OF THESE PLANS IS PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED & SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.
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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

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WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
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THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	PP180614
DRAWN BY:	TS
CHECKED BY:	CD
DATE:	11/4/2020
CAD I.D.:	PP203231-SPP-0

PROJECT:
PRELIMINARY/ FINAL LAND DEVELOPMENT PLANS
FOR
GALMAN GROUP

PROPOSED DEVELOPMENT
OLD YORK ROAD & MEETINGHOUSE RD
ABINGTON TOWNSHIP
MONTGOMERY COUNTY
PENNSYLVANIA
BLOCK & LOT: ___-___

BOHLER
1515 MARKET STREET, SUITE 920
PHILADELPHIA, PA 19102
Phone: (267) 402-3400
Fax: (267) 402-3401
www.BohlerEngineering.com

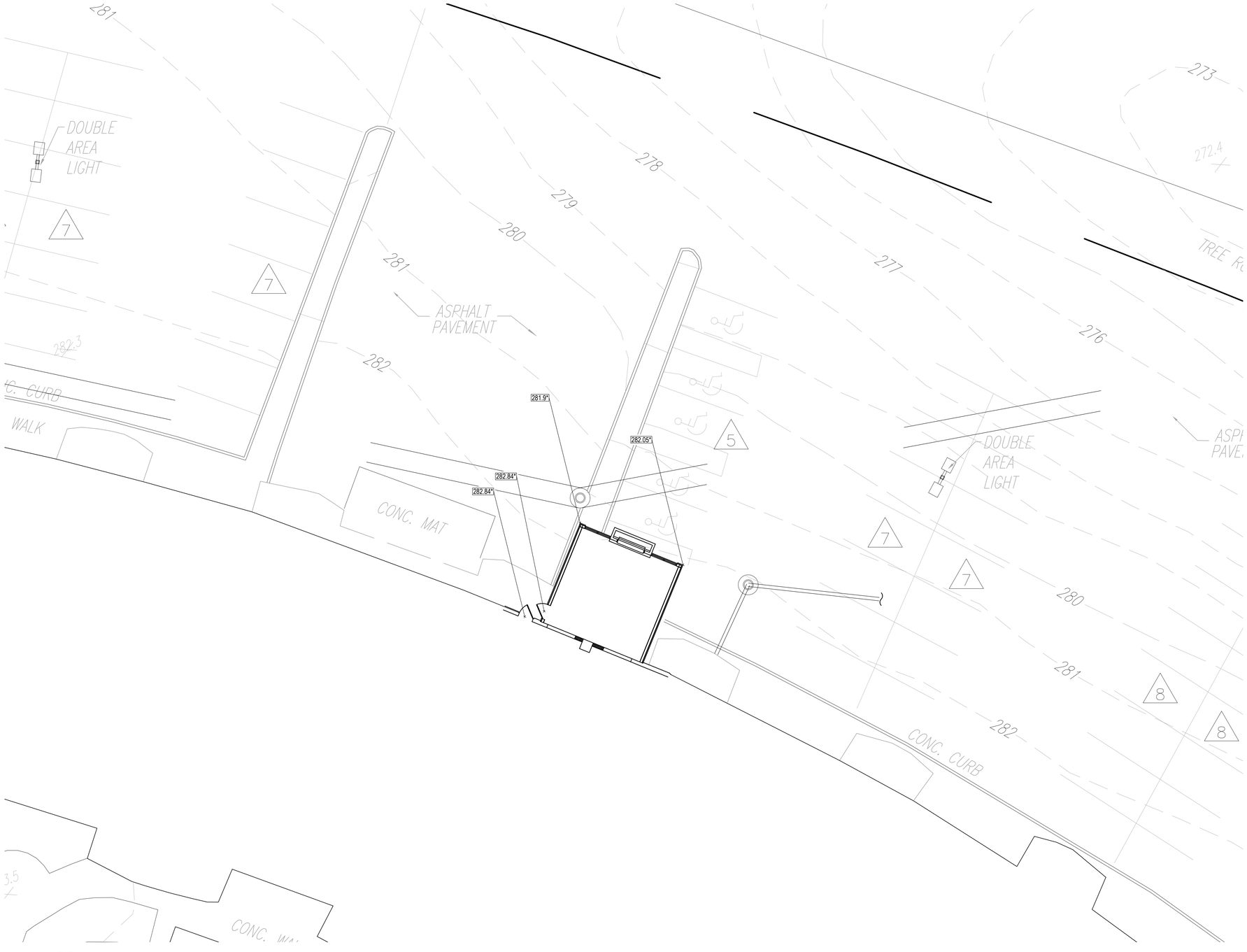
C. BROWN
PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE No. PE075317
DELAWARE LICENSE No. 18093
NEW JERSEY LICENSE No. 24GE05041400

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C-302

ORG. DATE - 11/4/2020

R:\PP\203231\DRAWINGS\PLAN SETS\LAND DEVELOPMENT\REVISION 0\PP203231-SPP-0_-_LAYOUT_C-302.SITE
TS



GRADING & UTILITY NOTES

1.) THE LOCATION OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. SANITARY SEWER AND ALL OTHER UTILITY SERVICE CONNECTION POINTS SHALL BE CONFIRMED INDEPENDENTLY BY THE CONTRACTOR IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL DISCREPANCIES SHALL BE REPORTED IMMEDIATELY IN WRITING TO THE ENGINEER. CONSTRUCTION SHALL COMMENCE BEGINNING AT THE LOWEST INVERT (POINT OF CONNECTION) AND PROGRESS UP GRADIENT. PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

2.) ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE, SHALL BE VERTICALLY AND HORIZONTALLY LOCATED. THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY NOTIFICATION SYSTEM TO LOCATE ALL THE UNDERGROUND UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION, AT NO COST TO THE OWNER.

3.) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS, SPECIFICATIONS, AND REFERENCED DOCUMENTS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR APPLICABLE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH LOCAL REGULATIONS AND CODES.

4.) DEFINE AND LOCATE VERTICALLY AND HORIZONTALLY ALL ACTIVE UTILITY AND/OR SERVICE SYSTEMS THAT ARE NOT TO REMAIN. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN ALL ACTIVE SYSTEMS THAT ARE NOT BEING REMOVED/RELOCATED DURING SITE ACTIVITY.

5.) THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER REQUIREMENTS AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION AS IDENTIFIED OR REQUIRED FOR PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.

6.) THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF SITE PLAN DOCUMENTS AND ARCHITECTURAL DESIGN FOR EXACT BUILDING UTILITY CONNECTION LOCATIONS, GREASE TRAP REQUIREMENTS/DETAILS, DOOR ACCESS, AND EXTERIOR GRADING. THE UTILITY SERVICE SIZES ARE TO BE DETERMINED BY ARCHITECT. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES/SERVICES WITH THE INDIVIDUAL COMPANIES, TO AVOID CONFLICTS AND ENSURE PROPER DEPTHS ARE ACHIEVED. THE TOWN UTILITY REQUIREMENTS SHALL ALSO BE MET, AS WELL AS COORDINATING THE UTILITY TIE-INS/CONNECTIONS PRIOR TO CONNECTING TO THE EXISTING UTILITY/SERVICE. WHERE CONFLICTS EXIST WITH THESE PLANS, THE ENGINEER OF RECORD SHALL BE NOTIFIED PRIOR TO CONSTRUCTION TO RESOLVE SAME.

7.) WATER SERVICE MATERIALS, BURIAL DEPTH, AND COVER REQUIREMENTS SHALL BE SPECIFIED BY THE LOCAL UTILITY COMPANY. CONTRACTOR'S PRICE FOR WATER SERVICE SHALL INCLUDE ALL FEES AND APPURTENANCES REQUIRED BY THE UTILITY TO PROVIDE A COMPLETE WORKING SERVICE.

8.) ALL NEW UTILITIES/SERVICES, INCLUDING ELECTRIC, TELEPHONE, CABLE TV, ETC. ARE TO BE INSTALLED UNDERGROUND. ALL NEW UTILITIES/SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY/SERVICE PROVIDER INSTALLATION SPECIFICATIONS AND STANDARDS.

9.) ALL UTILITIES SHOULD BE KEPT TEN (10) FEET APART (PARALLEL), OR WHEN CROSSING, AT 18 INCHES VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.) PROVIDE 4.0 FEET OF COVER OVER WATER LINES. A MINIMUM OF 18 INCHES SHALL BE MAINTAINED BETWEEN SANITARY SEWER LINES AND STORM LINES OR WATER LINES. IF THE MINIMUM CLEARANCE CAN NOT BE MAINTAINED, A CONCRETE ENCASEMENT SHALL BE PROVIDED.

10.) ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH THRUST BLOCKING AT ALL CHANGES IN DIRECTION, AND/OR AS DEFINED IN THE SPECIFICATIONS/DETAILS.

11.) THE INSTALLATION OR REPAIR OF ANY UNDERGROUND FACILITIES OR PIPING WHICH CONNECTS TO OR FURNISHES WATER FOR THE FIRE PROTECTION SPRINKLER SYSTEM SHALL BE PERFORMED ONLY BY A LICENSED UTILITY CONTRACTOR, FIRE PROTECTION SPRINKLER CONTRACTOR, OR LICENSED PLUMBER. SEE O.C.G.A. TITLE 25_11-7-(1). A COPY OF THE LICENSE OR CERTIFICATE OF COMPETENCY SHALL BE PROVIDED TO THE INSPECTOR AT THE FINAL INSPECTION.

12.) SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, AND REFERENCED DOCUMENTS, AND THE RECOMMENDATIONS SET FORTH IN THE REPORT PREPARED AS A RESULT OF THE GEOTECHNICAL INVESTIGATION AND REFERENCED IN THIS PLAN SET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL BE SUBMITTED IN COMPACTION REPORT PREPARED BY A QUALIFIED SOILS ENGINEER, REGISTERED WITH THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT. SUBBASE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE BY OWNER OR OWNER'S REPRESENTATIVE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED TO 95% OPTIMUM DENSITY (AS DETERMINED BY MODIFIED PROCTOR METHOD).

13.) SEE SPECIFICATIONS FOR BACKFILLING AND COMPACTION REQUIREMENTS ON UTILITY TRENCH. ALL FILL, COMPACTION, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION SHALL BE AS PER THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT AND SHALL BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY SPECIFICATIONS.

14.) THE CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES, OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE "MEANS AND METHODS" REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF OSHA, AS WELL AS ANY OTHER ENTITY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES.

15.) PAVEMENT SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM REMOVAL OPERATIONS SHALL BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.

16.) THE TOPS OF EXISTING MANHOLES, INLET STRUCTURES, AND SANITARY CLEANOUT TOPS SHALL BE ADJUSTED, IF REQUIRED, TO MATCH THE GRADING AND UTILITY PLAN(S). THE SANITARY CLEANOUT TOPS SHALL BE RE-INSTALLED IN THE SAME MANNER AS THE ORIGINAL CLEANOUTS.

17.) THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO ENSURE 0.75% MINIMUM SLOPE AGAINST ALL ISLANDS, GUTTERS, AND CURBS, 1.0% ON ALL CONCRETE SURFACES, AND 1.5% MINIMUM ON ASPHALT, AND 2.0% MINIMUM IN LANDSCAPED AREAS TO PREVENT PONDING. ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PROJECT COST MUST BE IDENTIFIED TO THE ENGINEER IN WRITING IMMEDIATELY. PROCEEDING WITH CONSTRUCTION WITHOUT NOTIFICATION IS DONE SO AT THE CONTRACTOR'S OWN RISK.

18.) PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 6" ABOVE EXISTING LOCAL ASPHALT GRADE UNLESS OTHERWISE NOTED. FIELD ADJUST TO CREATE A MINIMUM OF 0.75% GUTTER GRADE ALONG CURB FACE. ENGINEER TO APPROVE FINAL CURBING CUT SHEETS PRIOR TO INSTALLATION.

19.) REFER TO THE SITE / RECORD PLAN FOR ADDITIONAL NOTES.

20.) IN CASE OF DISCREPANCIES BETWEEN PLANS, THE SITE / RECORD PLAN WILL SUPERSEDE IN ALL CASES. THE ENGINEER OF RECORD MUST BE IMMEDIATELY NOTIFIED IN WRITING OF ANY CONFLICTS.

21.) THE CONTRACTOR SHALL BE REQUIRED TO SECURE ALL NECESSARY PERMITS (INCLUDING D.E.P., ETC.) FOR ALL OFF-SITE HAUL AND/OR BORROW SITES. CONTRACTOR SHALL SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATING WORK.

22.) TOP AND BOTTOM OF WALL ELEVATIONS (TW & BW) REPRESENT THE PROPOSED FINISHED GRADE AT THE FACE OF WALL AND DO NOT REPRESENT THE ELEVATION OF THE PROPOSED WALL (INCLUDING THE CAP UNIT OR FOOTING). THE CONTRACTOR MUST ENSURE ALL WALLS SHOWN HEREON MUST BE DESIGNED BY A LICENSED STRUCTURAL ENGINEER AND THAT SIGNED AND SEALED SHOP DRAWINGS ARE APPROVED BY THE MUNICIPALITY PRIOR TO THEIR CONSTRUCTION. FURTHER THE CONTRACTOR SHALL ENSURE THAT FENCING, GUIDERAIL, UTILITIES, AND OTHER SITE AMENITIES IN THE VICINITY OF THE RETAINING WALL(S), PROPOSED SCHEMATICALLY IN THESE PLANS, SHALL BE CONSIDERED AND INCORPORATED INTO THE RETAINING WALL DESIGN (BY OTHERS).

LEGEND
EXISTING/PROPOSED

- TRACT BOUNDARY
- ZONING BOUNDARY
- CONDOMINIUM UNIT LINE
- MONUMENT/IRON PIPE
- EXISTING TREELINE
- PROPOSED TREELINE
- UTILITY POLE
- INLET
- MANHOLE
- WATER VALVE (WV)
- AREA LIGHT
- WATER METER
- TRAFFIC LIGHT
- PROPOSED AREA LIGHTS
- PROPOSED SIGN
- PROPOSED MANHOLE
- PROPOSED INLET
- PROPOSED ENDWALL
- PROPOSED GUIDE RAIL
- PROPOSED FENCE

LEGEND
EXISTING/PROPOSED

- PROPOSED PAVEMENT MARKINGS (STOP)
- ADA PARKING STALLS
- PARKING SPACE COUNT (11)
- PROPOSED BOLLARD
- PROPOSED CURB
- PROPOSED BUILDING AREA
- PROPOSED RETAINING WALL
- LIMITS OF BASIN AREAS
- PROPOSED RIVERSTONE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED RIP-RAP
- PROPOSED GREEN AREA

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PROJECT No.: PP180614
DRAWN BY: TS
CHECKED BY: CD
DATE: 11/4/2020
CAD I.D.: PP203231-SPP-0

PROJECT:
PRELIMINARY/ FINAL LAND DEVELOPMENT PLANS
FOR
GALMAN GROUP

PROPOSED DEVELOPMENT
OLD YORK ROAD & MEETINGHOUSE RD
ABINGTON TOWNSHIP
MONTGOMERY COUNTY
PENNSYLVANIA
BLOCK & LOT: ___-___

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1515 MARKET STREET, SUITE 920
PHILADELPHIA, PA 19102
Phone: (267) 402-3400
Fax: (267) 402-3401
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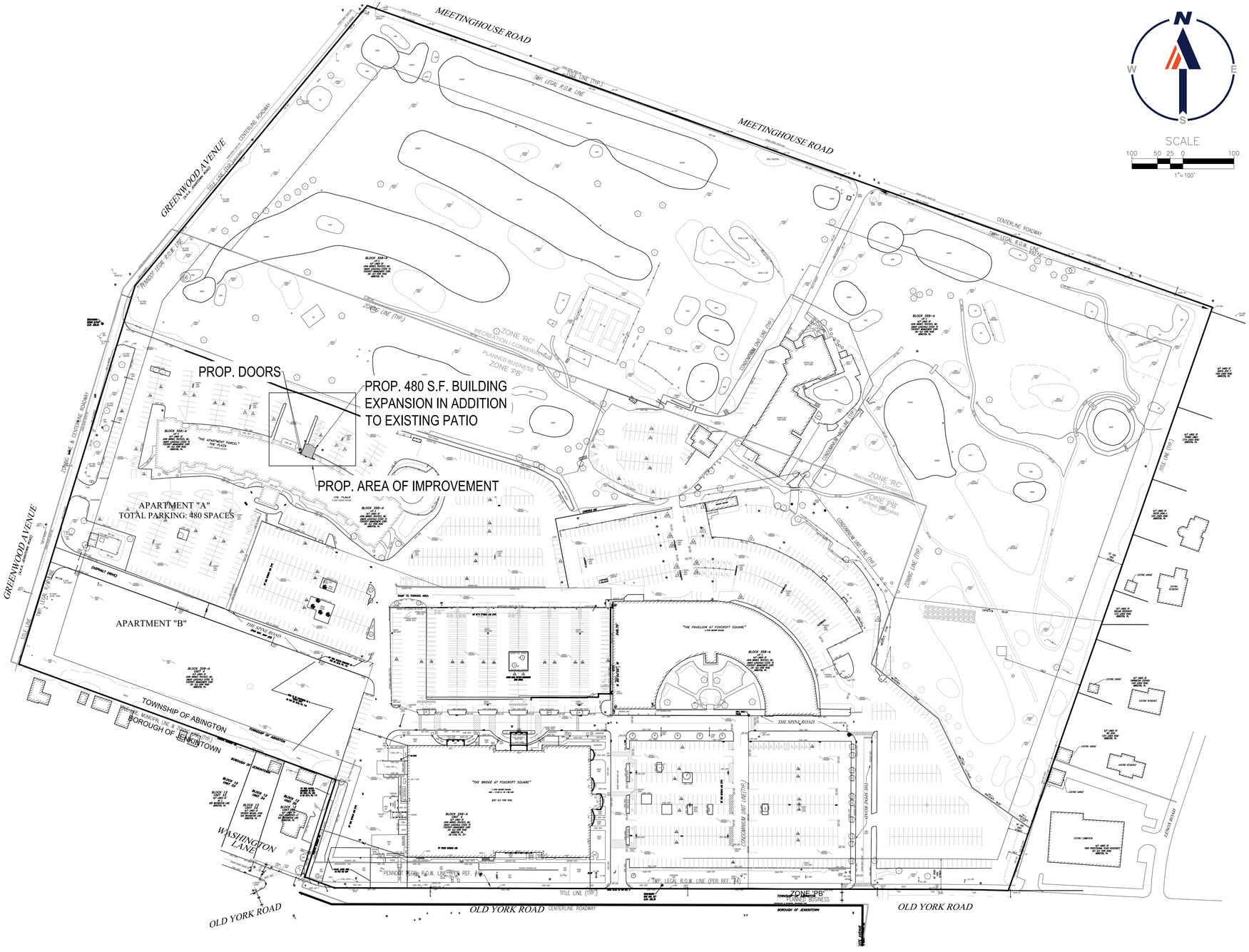
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PROFESSIONAL ENGINEER
PENNSYLVANIA LICENSE No. PE075317
DELAWARE LICENSE No. 18093
NEW JERSEY LICENSE No. 24GE05081400

SHEET TITLE:
GRADING & UTILITIES PLAN

SHEET NUMBER:
C-401

ORG. DATE - 11/4/2020

R:\DWP\2023\1\DRAWINGS\PLAN SETS\LAND DEVELOPMENT\REVISION FP\PP203231-SPP-0_____LAYOUT C-401 GRADING & UTIL





SCALE: NTS

GENERAL NOTES

1.) THIS DRAWING REFERENCES:
A.) A PLAN ENTITLED: "ALTA/ACSM LAND TITLE SURVEY"
PREPARED BY: CONTROL POINT ASSOCIATES, INC.
1600 MANOR DRIVE, SUITE 120
CHALFONT, PA 18914
PREPARED FOR: GALMAN GROUP
FILE NO: CP02043
DATED: 04-29-2002
LAST REVISED: 05-01-2007

2.) EQUITABLE OWNER/APPLICANT:
THE GALMAN GROUP
261 OLD YORK ROAD, SUITE 110
JENKINTOWN, PA 19046

3.) ADDRESS:
1250 GREENWOOD AVENUE
JENKINTOWN, PA

4.) ZONING DATA:
ZONED: BC (BUSINESS CENTER)
EXISTING USE: HIGH RISE HOTEL

5.) ZONING REQUIREMENTS:

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA:	1 ACRE	11.17 ACRES	11.17 ACRES
MAX. BUILDING COVERAGE:	40%	8.2% (40,181 S.F.)	8.2% (40,181 S.F.)
MAX. IMPERVIOUS COVERAGE:	N/A	87%	87%
MAX. BUILDING HEIGHT:	40'	8 STORIES	8 STORIES
MIN. YARD REQUIREMENTS:			
FRONT:	100'	120'	120'
SIDE:	50'	102'	102'
REAR:	50'	296'	296'
MIN. PARKING SETBACKS:	10'	39'	39'

6.) PARKING REQUIREMENTS:

1 SPACE/DWELLING UNIT + 1 PER EMPLOYEE WORKING ON LARGEST SHIFT

TOTAL EXISTING PARKING = 480 SPACES
TOTAL PROPOSED PARKING = 480 SPACES

LEGEND
EXISTING/PROPOSED

- TRACT BOUNDARY
- ZONING BOUNDARY
- CONDOMINIUM UNIT LINE
- MONUMENT/IRON PIPE
- EXISTING TREELINE
- PROPOSED TREELINE
- UTILITY POLE
- INLET
- MANHOLE
- WATER VALVE
- AREA LIGHT
- WATER METER
- TRAFFIC LIGHT
- PROPOSED AREA LIGHTS
- PROPOSED SIGN
- PROPOSED MANHOLE
- PROPOSED INLET
- PROPOSED ENDWALL
- PROPOSED GUIDE RAIL
- PROPOSED FENCE

LEGEND
EXISTING/PROPOSED

- PROPOSED PAVEMENT MARKINGS (STOP)
- ADA PARKING STALLS
- PARKING SPACE COUNT (11)
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PROJECT No.:	PP180614
DRAWN BY:	TS
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DATE:	11/4/2020
CAD I.D.:	PP203231-SPP-0

PROJECT:
PRELIMINARY/ FINAL LAND DEVELOPMENT PLANS
FOR
GALMAN GROUP

PROPOSED DEVELOPMENT

OLD YORK ROAD & MEETINGHOUSE RD
ABINGTON TOWNSHIP
MONTGOMERY COUNTY
PENNSYLVANIA
BLOCK & LOT: ___ - ___

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PENNSYLVANIA LICENSE No. PE075317
DELAWARE LICENSE No. 18093
NEW JERSEY LICENSE No. 24GE05041400

SHEET TITLE:
SITE PLAN OVERALL

SHEET NUMBER:
C-301

ORG. DATE - 11/4/2020

R:\BW\PP203231\DBX\WINGS\PLAN SETS\LAND DEVELOPMENT\REVISION #\PP203231-SPP-0-----LAYOUT C-301 SITE OVERALL



N
W E
S

SCALE
10 5 2.5 0 10
1"=10'

DEMOLITION NOTES

1.) THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
a.) CONTROL POINT ASSOCIATES, INC.
1600 MANOR DRIVE, SUITE 210
CHALFONT, PA 18914
ENTITLED: "BOUNDARY & TOPOGRAPHIC SURVEY"
PREPARED FOR: GALMAN GROUP
FILE NO: CP02043
DATED: 05-01-2007

2.) THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO INSURE PUBLIC AND CONTRACTOR SAFETY.

3.) ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, AND REFERENCED DOCUMENTS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THE ENGINEER IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF ACTIVITY.

4.) PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR/TO:

A. ENSURE COPIES OF ALL PERMITS AND APPROVALS ARE ON SITE FOR REVIEW.

B. THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO SITE DISTURBANCE.

C. ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE, SHALL BE VERTICALLY AND HORIZONTALLY LOCATED. THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY NOTIFICATION SYSTEM TO LOCATE ALL THE UNDERGROUND UTILITIES.

D. PROTECT AND MAINTAIN IN OPERATION, ALL ACTIVE SYSTEMS THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.

E. FAMILIARIZE THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER REQUIREMENT AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION AS IDENTIFIED OR REQUIRED FOR PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.

F. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.

G. A COMPLETE INSPECTION FOR CONTAMINANTS, BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS SOLELY THE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT.

5.) THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE.

6.) IN THE ABSENCE OF SPECIFIC REQUIREMENTS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S GEOTECHNICAL ENGINEER.

7.) EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.

8.) CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.

9.) THE CONTRACTOR SHALL CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO INSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY WHERE REQUIRED.

10.) DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINES, WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.

11.) USE DUST CONTROL MEASURES TO LIMIT THE AMOUNT OF AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR TO WITHIN FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.

12.) THE CONTRACTOR IS RESPONSIBLE TO SAFEGUARD THE SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE UNAUTHORIZED ENTRY OF PERSONS AT ANY TIME.

13.) THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.

14.) THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.

15.) DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES. THE CONTRACTOR SHALL PROPERLY REMOVE AND DISPOSE OF HAZARDOUS/UNSUITABLE MATERIAL OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, AND LAWS.

16.) DEMOLITION OF THE EXISTING STRUCTURES AND FOUNDATIONS SHOULD INCLUDE FULL REMOVAL OF ALL REMNANT UTILITIES, FOOTINGS, FOUNDATION WALLS, AND SLABS. REMNANT FOUNDATIONS AND SLABS MAY REMAIN IN PLACE TWO FEET BELOW PAVEMENT SUBGRADES AND LANDSCAPED AREAS, PROVIDED THEY ARE ADEQUATELY BROKEN TO PROMOTE POSITIVE DRAINAGE AND THAT THEY WILL NOT INTERFERE WITH FUTURE CONSTRUCTION. THE RESULTING EXCAVATIONS SHOULD BE BACKFILLED WITH STRUCTURAL FILL PLACED IN MAXIMUM NINE INCH LOOSE LIFTS AND COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR (ASTM D 1557). ANY IMPORTED MATERIAL PLACED AS STRUCTURAL FILL OR BACKFILL TO RAISE ELEVATIONS OR RESTORE GRADES SHOULD CONSIST OF CLEAN, RELATIVELY WELL GRADED SAND OR GRAVEL WITH A MAXIMUM PARTICLE SIZE OF THREE INCHES AND FIVE PERCENT TO 20 PERCENT OF MATERIAL FINER THAN A #200 SIEVE. SILTY OR CLAYEY SANDS AND GRAVELS WITH HIGHER PERCENTAGE OF FINES AND WITH A LIQUID LIMIT LESS THAN 40 AND A PLASTICITY INDEX LESS THAN 12 MAY BE CONSIDERED SUBJECT TO THE OWNER'S APPROVAL, PROVIDED THAT THE REQUIRED MOISTURE CONTENT AND COMPACTION CONTROLS ARE MET. THE MATERIAL SHOULD BE FREE OF CLAY LUMPS, ORGANICS, AND DELETERIOUS MATERIAL. IMPORTED STRUCTURAL FILL MATERIAL SHOULD BE APPROVED BY A QUALIFIED GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE.

17.) THE CONTRACTOR IS TO NOTIFY THE TOWNSHIP AND TOWNSHIP ENGINEER 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

LEGEND

EXISTING	
TRACT BOUNDARY	
MONUMENT/IRON PIPE	
EXISTING CONTOUR	123
SPOT ELEVATION	
SIGN	
UTILITY POLE	
INLET	
MANHOLE	
WATER VALVE	WV
AREA LIGHT	
WATER METER	
TRAFFIC LIGHT	
CURBLINE	
CURBLINE TO BE REMOVED	
STRIPING	
STORM SEWER	
GAS LINE	G
WATER LINE	W
ELECTRIC LINE	E
TELEPHONE LINE	
OVERHEAD LINE	
SANITARY LINE	
TREELINE	
SOIL TYPE	ComB

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FOR
GALMAN GROUP

PROPOSED DEVELOPMENT

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ABINGTON TOWNSHIP
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BLOCK & LOT: ___ - ___

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NEW JERSEY LICENSE No. 24GE05041400

SHEET TITLE:
EXISTING CONDITIONS/ DEMOLITION PLAN

SHEET NUMBER:
C-201

ORG. DATE - 11/4/2020

R:\BP\PP203231\DRAWINGS\PLAN SETS\LAND DEVELOPMENT\REVISION #\PP203231-SPP-0-----LAYOUT: C-201 DEMO

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PLANNING COMMISSION

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NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

February 25, 2021

Mr. Rich Manfredi, Manager
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: MCPC #21-0038-001
Plan Name: The Galman Group – The Plaza Apartments
480 square foot patio expansion on lot of 11.17 acres
Situate: 1250 Greenwood Avenue
Cross Street: Jenkintown Road
Abington Township

Dear Mr. Manfredi:

We have reviewed the above-referenced patio expansion as you requested on February 8, 2020. We forward this letter as a report of our review.

BACKGROUND

Jerry Slipakoff, the applicant, proposes to expand a patio for the existing Plaza Apartments building by 480 square feet. The property is located in the BC Business Center District: "Foxcroft". The plan is served by public sewer and water. The applicant has submitted a preliminary plan dated December 2, 2020.

COMPREHENSIVE PLAN COMPLIANCE

The plan is consistent with *MONTCO 2040: A New Vision, the Comprehensive Plan for Montgomery County*. This plan designates the project area as "Community Mixed Use." The proposal is also consistent with the Abington Comprehensive Plan (2007).

RECOMMENDATION

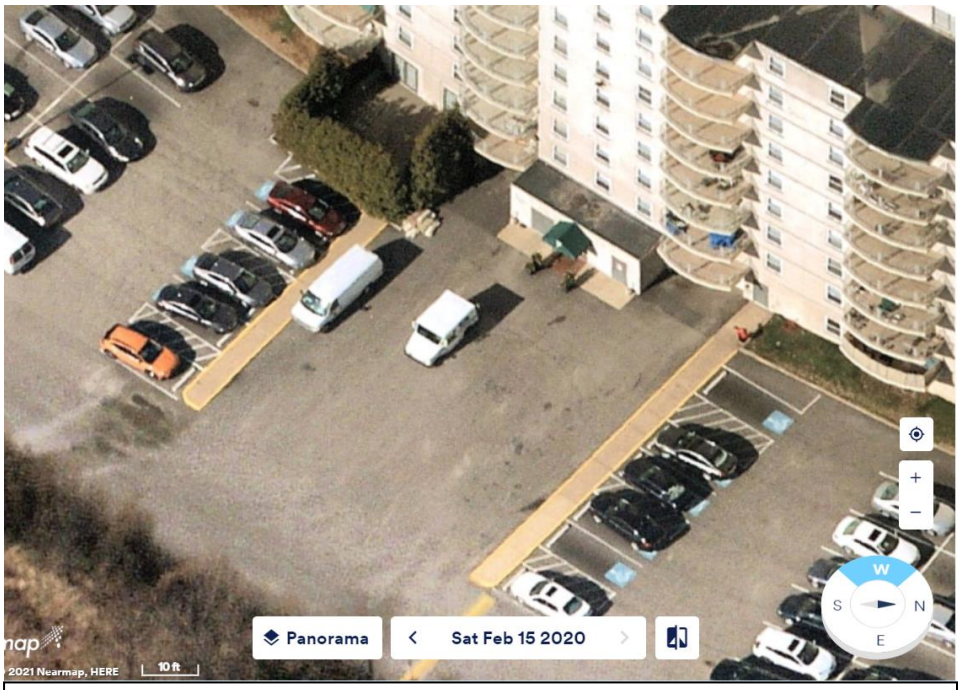
The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and township may wish to consider. Our comments are as follows:

REVIEW COMMENTS

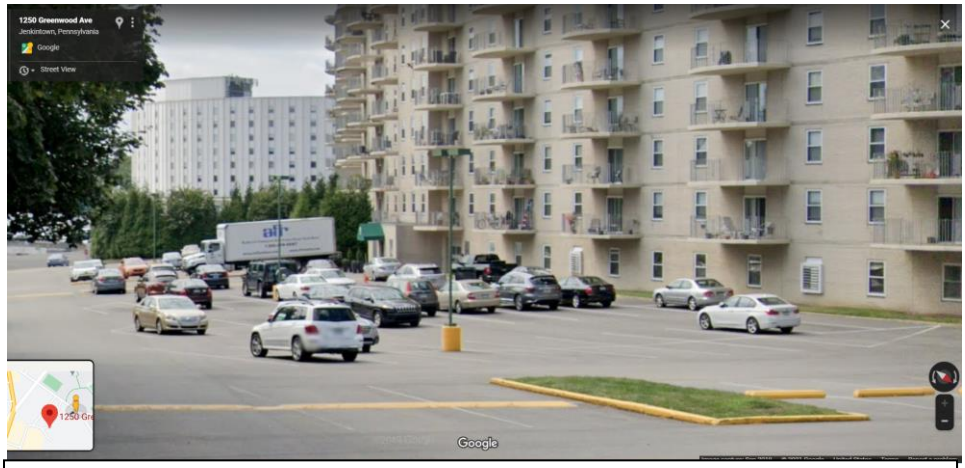
PARKING AND TRANSPORTATION

A. Parking Area

1. Handicapped Parking – Will the existing handicapped loading zone closest to the building be removed (macadam marked with striping)? This should be preserved [§2307. Parking for Individuals with Disbilities].
2. Is there a clear, safe path into the building from the handicapped parking spaces adjacent to the proposed expansion? We ask the applicant to identify such a path. If one does not exist, we



Affected handicapped parking area is pictured on left. Current patio proposed for expansion is shown surrounded by evergreens. Building entrance has green awning.



Extensive parking surrounds the Plaza, but it is difficult to find a shade tree (or other landscaping).

recommend creating one consistent with §2310. Parking Lot and Frontage Development Standards.

3. The parking lot has virtually no greenery (such as, but not limited to, shade trees, planting islands, and planting strips). We recommend retrofitting part of the parking lot as part of this proposed patio expansion [§2402.A. Parking Lot Landscaping].

ONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the township's planning objectives for residential development.

Please note that the review comments and recommendations contained in this report are advisory to the township and final disposition for the approval of any proposal will be made by the township.

Sincerely,

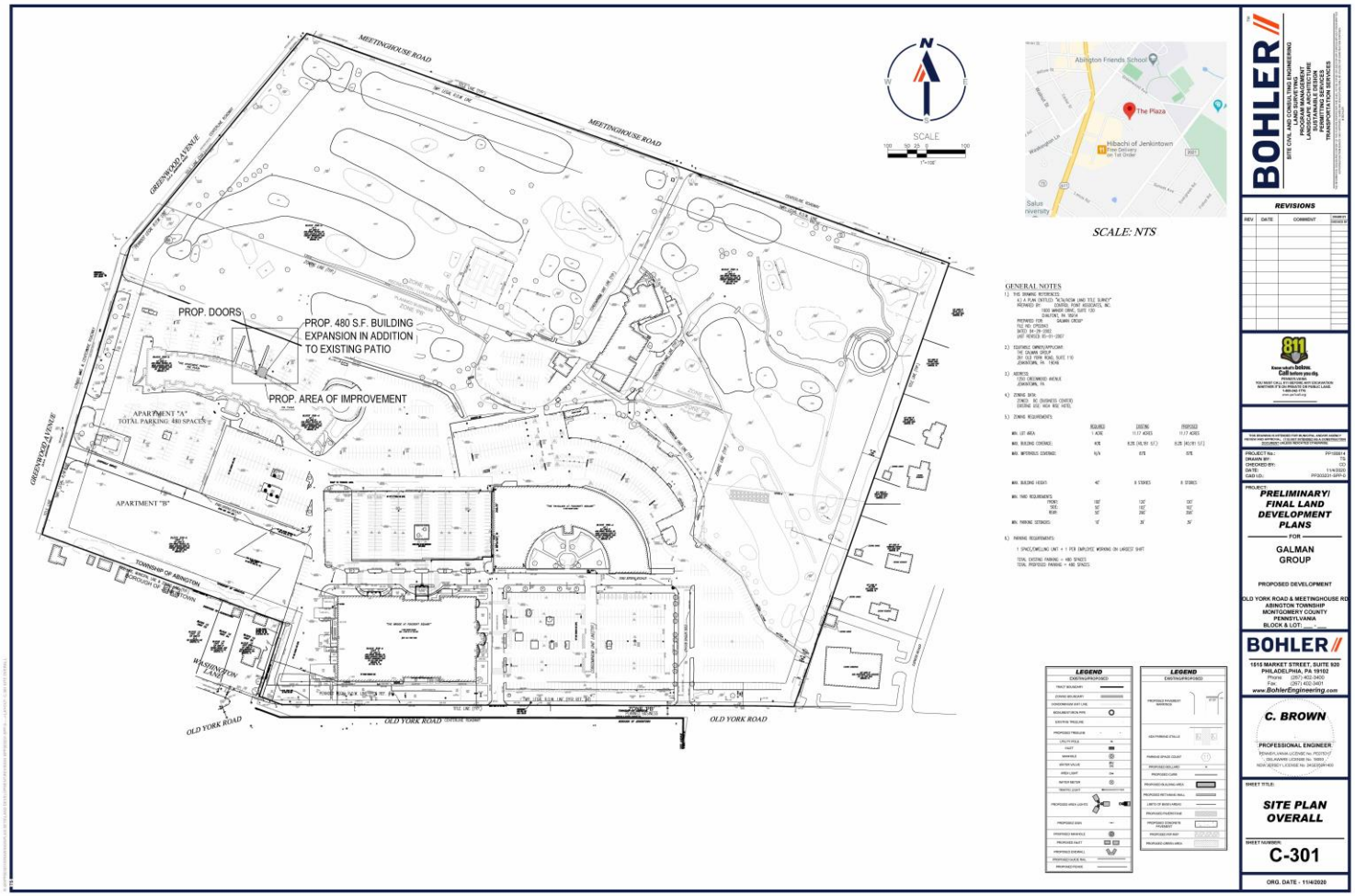
Mike Narcowich, AICP, Assistant Section Chief: Community Planning
mnarcowi@montcopa.org
610-278-5238

c: Christos Dinoulis, Applicant's Representative
Lucy Strackhouse, Chair, Township Planning Commission
Khaled R. Hassan, P.E., Pennoni; Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: 1: Plan
2: Aerial Photo

ATTACHMENTS

Attachment 1: Plan –1405 Rothley Avenue Subdivision



Attachment 2: Aerial Image – 1405 Rothley Avenue Subdivision



The Galman Group
The Plaza Apartments
MCPC #210038001

Montgomery County Planning Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19404-0311
(p) 610.278.3722 • (f) 610.278.3941
www.montcopa.org/plancom
Aerial photography provided by NearMap.

Pennoni

3100 Horizon Drive
King of Prussia, PA 19406
T: 610-277-2402

www.pennoni.com

February 19, 2021

ABINT130009

Mr. Richard Manfredi, Township Manager
Abington Township
1176 Old York Road
Abington, PA 19001

RE: LD-21-02 – Plaza Apartments
PARID: 30-00-49660-10-9/ TMID: 30358A 003
Minor Land Development Plan Review

Dear Mr. Manfredi:

We are in receipt of a Minor Land Development application dated January 14, 2021; prepared by Bohler Engineer, Inc. located at 1515 Market Street, Philadelphia, PA. The following documents have been submitted for review as part of the project:

- Preliminary/Final Land Development Plans (Sheets 4 of 4) dated November 4, 2020
- Architectural Plans (Sheets 12 of 12) dated March 5, 2020, Prepared by The Omnia Group

The owner of the property is the Galman Group located at 261 Old York Road in Jenkintown, Pa. This project is located within the BC – Business Center District in accordance with the 2017 Abington Township Zoning Map and is situated on an approximately 11.17 acre tract of land. The property is currently used for a high-rise apartment building. The building is currently serviced by public water and sewer. The Applicant is seeking approval for a Minor Land Development project to enclose an existing 420 sf patio area with an Apartment Social Room Addition that is 21'-10"x21'-00" in area (480 s.f.). The addition is located in the rear of the building. It is our understanding that this building addition will not be serviced by water and sewer.

We have performed a review of the above referenced plans for compliance with the Zoning Ordinance and the Subdivision and Land Development Ordinance (Chapter 146). We offer the following comments for your consideration:

ZONING COMMENTS

1. Per Section 1103. Dimensional Requirements, Figure 11.9,the minimum required parking setback from a building is ten (10) feet. The proposed building additional (patio) is shown to be approximately 3 feet from an existing handicap parking space. The Applicant shall consider removing this handicap parking space to provide the minimum ten (10) foot setback from the building addition. Please Dimension accordingly on the plans. The Applicant shall consider replacing the handicap parking space to be removed or provide calculations showing that the site is still in compliance with the minimum handicap parking requirements.

2. Per Section 1103. Dimensional Requirements, Figure 11.9, the minimum front yard requirement is sixty (60) feet, and the minimum side yard or rear yard is thirty (30) feet abutting other districts. Please confirm and revise the zoning requirements table in General Note #5 on the Site Overall Plan (Sheet C-301). The front yard setback is called out as being one hundred (100) feet and the side a rear yards as being fifty (50) feet.

3. It appears from the architectural plans that lighting will not be proposed on the outside of the building addition. Please confirm if any lighting will be proposed outside as part of the building addition. Any proposed lighting shall comply with the requirements in Section 1106.

SUBDIVISION AND LAND DEVELOPMENT (SALDO) COMMENTS
(CHAPTER 146)

1. Per Section 146-11.A.(3), a complete boundary survey of the property to be developed, showing all courses, distances, areas and tie-ins to all adjacent street intersections. The survey must be prepared by a Pennsylvania registered land surveyor by on-site field survey and have a closure error not greater than 3/100 of a foot. **Since this is a relatively small addition to the existing building and is centrally located within the lot and will have no bearing on building setbacks, the Applicant may consider requesting a waiver from the requirements of this section.**

2. Per Section 146-11.A.(4), tract boundaries with tax parcel numbers, owner's names and approximate acreage of lots surrounding any portion of the site for a distance of 400 feet. **Since this is a relatively small addition to the existing building and is centrally located within the lot which will have no bearing on the adjacent lots from a zoning standpoint, the Applicant may consider requesting a waiver from the requirements of this section.**

3. Per Section 146-11.A.(7), please provide a note or provide a benchmark on the plans that indicate the elevations are based upon sanitary sewer datum of the Township of Abington.

4. Per Section 146-11.A.(10), the zoning classification applicable to the tract along with all zoning boundaries that traverse or are within 400 feet of the tract, together with a citation of any variances or special exceptions which may have been granted for or affecting the site. The Site Overall Plan (Sheet C-301) indicates this project being located within the PB Planned Business District. Please revise the overall site plan to reference the BC Business Center District accordingly. Please also indicate any variances associated within this project that were obtained as part of the previously approved apartment building. The zoning requirements indicate that the maximum height of the building allowed is forty feet and the existing building height is referenced as being 8 stories or anywhere from 80-90 feet in height which exceeds the maximum height allowed of forty (40) feet.

5. Per Section 146-11.B.(6), the location, size, ownership and purpose of all rights-of-way and easements located within the property boundaries shall be shown on the plans. The Existing Conditions Plan (Sheet C-201) shows an existing forty-eight (48) inch stormwater pipe within close proximity of the proposed building addition. Please indicate if there is an existing drainage easement associated with this pipe and show on the plans. Typically, permanent structures should not be constructed within a drainage easement;

however, if it is confirmed that this is a private stormwater pipe, maintained by the owner, we would have no issues with construction of the building addition within the easement. The Applicant shall also ensure during construction of the building addition/patio that all the necessary precautions/measures shall be followed to avoid damage to the pipe and the surrounding trench.

6. The Applicant may have to provide temporary E&S measures as part of the construction for this project per Section 146-43.A.(3). A note on the plans will suffice indicating that the Applicant will install the necessary E&S measures at the direction of the Township Engineer based if it is determined that during construction E&S measures will be required.

7. Per Section 146-12.B. thru E., the Applicant will need to provide a Record Plan with the applicable certifications and acknowledgements. We recommend that the Site Overall Plan (Sheet C-301) and the Site Plan (Sheet C-302) be recorded as part of this application.

8. Per Section 146-13.I, Minor Land Development Plans do not require Preliminary Plan Submission. Since this is considered a Minor Land Development Plan submission, the plans in the Title Block can be revised to reference a Final land development plan in the Title Block.

GENERAL COMMENTS

9. A note shall be placed on the plans indicating that this project is located within a Zone X Area of minimal flood hazard per Floodmap 42091C0403G effective March 2, 2016.

10. Since this project is proposing to construct this building addition over existing impervious area, this project will not create any additional surface runoff than what is being anticipated under the existing conditions; therefore, this project will not require any stormwater related improvements or backup stormwater calculations to confirm any changes to the stormwater anticipated from the building addition.

11. This project is under one (1) acre of disturbance and will not require submission of a NPDES permit.

12. We defer to the sanitary sewer authority on any comments relating to the sewer and sewer lateral located within the vicinity of this building addition.

13. We defer to the Township Fire Marshal on any fire related issues as part of this project.

We have received the following documents/reviews:

- LD 12-02 Land Development Application (1/14/2021)

We have not received the following documents/reviews:

- Sewer Review letter
- Fire Marshal Review letter

SUMMARY

We do not recommend Final Minor Land Development application approval until the Applicant has addressed at a minimum the zoning comments. Once the zoning comments have been addressed, we will be in a position to recommend Final Minor Land Development approval.

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Executive Assistant
Shaun Littlefield, Interim Zoning Officer
Timothy G. Clark, Assist. Director of Engineering
George R. Wrigley, Director of Wastewater Utilities
Michael P. Clark, Rudolph Clarke, LLC, Township Solicitor
Jerry Slipakoff, The Galman Group, Applicant
Michael Roth, Bohler Engineer PA, LLC., Applicant's Engineer
Michael Narcowich, AICP, Montgomery County Planning Commission

February 22, 2021

MEMO

To: Lucy Strackhouse, Chair – Abington Township Planning Commission
From: Abington Township Environmental Advisory Council
RE: Review of Minor Land Development: 1250 Greenwood Ave. (Plaza Apartments)
Plan Set Date: November 4, 2020
EAC Review Date: February 22, 2021

Dear Chairperson Strackhouse,

The members of the Abington Township Environmental Advisory Council (EAC) have reviewed the above referenced minor land development plan. As this is an addition to the building in a highly impervious site, we encourage the owners to incorporate a greening component to this area to both enhance the site aesthetics and provide management of a portion of stormwater runoff from the new roof addition. This could be accomplished by directing rooftop runoff through vegetated flow-through planters in combination with the use of decorative rain barrels. The EAC can provide assistance in researching these types of stormwater control measures.

Site Summary
Owner: The Galman Group
Zone – BC – Business Center District
Existing Use – Patio
Proposed Use – 480 S.F. Building Expansion to cover existing patio
Watershed – Tookany Creek

Respectfully submitted,

Susan S. Myerov

Susan Myerov,
Member, Abington Township EAC

cc:
Planning Commission Members
EAC Members



3/8/2021

In regards to LD proposal The Plaza Apartments- The Galman Group.
The shade tree commission finds no issues with this proposal.

Sincerely,
Collin Watson
Chair

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Code

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Holy Redeemer Linear Accelerator Building Addition

EXECUTIVE SUMMARY:

The Applicant is proposing to construct a new 1,772 sf building addition which will be for a new Linear Accelerator use. As part of this building addition, approximately 4,150 SF of impervious area will be removed which will consist of pavement, concrete curb, and sidewalk. The remaining impervious area outside of the proposed addition will be converted to grass cover. There will be a net decrease of 2,200 sf of impervious coverage. The application indicates that this project will not be proposing a sewer connection or provide water service.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Consider Planning Commission recommended approval for the proposed Minor Land Development for Holy Redeemer Health System located at 1648 Huntingdon Pike. The applicant intends to construct a

new 1,772 sf building addition which will be for a new Linear Accelerator use.



3/10/2021

In regards to LD proposal HRH, we are seeing that there will be removals of 9 trees. We don't see any installations. Are there areas on the site, not necessarily in the proposed area, we could install some replacements?

Sincerely,
Collin Watson
Chair

Township of Abington

Engineering & Code Department

John L Spiegelman, President
Thomas Hecker, Vice President

Richard J. Manfredi, Manager

SD/LD Review Tracking Application # LD-21-03

Project Name: 1648 Huntingdon Pike Holy Redeemer Hospital Linear Accelerator Addition

File Date: 2/5/21 Date Complete _____ 90 Day Clock _____

	Sub. #	Date Sent:	Review Ltr. Recv'd:	Comments (Y/N)
[ ] Reviewing Engr.	1	2/8/21		
[ ] Traffic Engineer				
[ ] MCPC				
[ ] Fire Marshal				
[ ] Traffic Safety				
[ ] Wastewater/DEP				
[ ] Shade Tree				
[ ] EAC				
[ ] Planning Commission				
[ ] ZHB				
[ ] Solicitor				
[ ] Other:				

APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT

PROJECT TITLE: Holy Redeemer Hospital Linear Accelerator Building Addition

APPLICANT NAME: Holy Redeemer Health System c/o Jack Dempster VP Facilities/Const

TO BE COMPLETED BY THE TOWNSHIP
Submission Information:

Application Number:_____ Date Complete: _____

Received By:_____ 90 Day Date:_____

File Date: _____ Ward No._____

REQUIRED MATERIAL FOR ALL SUBDIVISION/LAND DEVELOPMENT APPLICATIONS:

1. This form **MUST** be completed and submitted.
2. A Subdivision/ Land Development Application MUST include all of the items listed in the application checklist in Section V to be considered complete.
3. Incomplete application will **NOT** be placed on the Planning Commission agenda. Incomplete applications will be returned to the applicant.
4. Complete applications must be received at least 45 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard.
5. Ten (10) full size paper copies, and one (1) 11x17 reduced copy of the plans, plus three (3) copies of each report or study are to be submitted in the initial submission of the complete application. A digital copy of all submitted documents must be included with the application.

   ***It is highly encouraged to submit applications in a digital format**

I. CONTACT INFORMATION

Applicant Information

Holy Redeemer Health System, Jack Dempster
Name

521 Moredon Road, Huntingdon Valley PA 19006
Address

215-938-2022
Phone

Fax

jdempster@holyredeemer.com
Email Address

Property Owners Information (if different than applicant)

Holy Redeemer Health System, c/o Jack Dempster VP Facilities & Construction
Name

Corp. Office: 667 Welsh Rd. Huntingdon Valley PA 19006
Address Project Location: 1648 Huntingdon Pike, Meadowbrook, PA 19046

215-938-2022
Phone

Fax

jdempster@holyredeemer.com
Email Address

Architect/ Planner

Kahler Slater, Travis Ensey
Name

722 Williamson St. Madison Wisconsin 53203
Address

608-283-6300
Phone

Fax

tensey@kahlerslater.com
Email Address

Engineer/ Surveyor

Boles, Smyth Associates Inc. - Tim Boles
Name

2400 Chestnut Street Philadelphia, PA 19103
Address

Engineer/ Surveyor Cont'd	215-561-2644 Phone Fax tfboles@bolessmyth.com Email Address
Attorney	Stradley Ronon Stevens & Young, LLP, Christopher E. Cummings Name 30 Valley Stream Parkway, Malvern, PA 19355-1481 Address 610.640.5812 Phone 610.640.1965 Fax CCummings@STRADLEY.COM Email Address

II. PROJECT INFORMATION

Application Type:

☐ Minor Subdivision	☑ Minor Land Develop.	☐ Preliminary Major SD & LD
☐ Preliminary Major Subdivision	☐ Prelim. Major Land Develop.	☐ Final Major SD & LD
☐ Final Major Subdivision	☐ Final Major Land Develop.	

Full street address of the property: 1648 Huntingdon Pike

Tax Parcel No.: 300030992001 County Deed Book No.: 5201 Page No.: 01701

Description of Proposed Work: 1,722 SF Building Addition for Linear Accelerator.

Total Tract Acreage: 49.69 Project Acreage: 0.15

Zoning District: CS Existing Number of Lots: 1 Proposed Number of Lots: 1

Existing Sewer Flows: Unknown Proposed Sewer Flows: No change

Proposed Land Use:

☐ Single Family Detached	☐ Single Family Attached	☐ Single Family Semi-Detached	
☐ Multi-Family	☐ Commercial	☐ Office	☐ Industrial
☑ Other (Describe): Healthcare			

III. REVIEW

Please complete the following section by circling a response:

- Have you met with the Zoning Officer regarding this plan? Yes (●) No ( )
- Are there known variances/any zoning relief necessary for this project?* Yes ( ) No (●)
- If YES, have you submitted an application to the Zoning Hearing Board? Yes ( ) No (●)
- Has this plan been heard by the Zoning Hearing Board? Yes ( ) No (●)

*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Township a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

It is recommended that ALL Land Development and Major Subdivision applications have a pre-submission meeting to discuss the project prior to full application submittal.

Minor Subdivision applications may request a pre-submission meeting; if one is desired.

Meetings are held the fourth Tuesday of each month beginning at 9:30 a.m. at the Township Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.

Applicant signature _____ Date 1/29/21

To schedule a pre-submission meeting, please contact the office of the Township Manager at 267-536-1003 or email tcastorina@abingtonpa.gov

IV. WAIVERS

List of Requested Waivers: Attach separate sheet if required.

Section/Requirement:	**Relief Requested:**

V. SUBMISSION

APPLICATION CHECKLIST

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Applications for the Township of Abington.

- [x] Application Form: completed and signed by the owner/applicant
- [ ] 10 (ten) copies of the proposed plan, folded to legal file size. Plan should not be smaller than 1" = 50'and not exceed a sheet size of 24"x 36"
- [ ] One (1) reduced copy of the proposed plan, no larger than 11"x17"
- [ ] Two (2) sets of tentative architectural plans for all applications proposing construction or land development
- [ ] One (1) copy of the Recreation Facilities Plan (if required by §146-40)
  N/A
- [ ] Letter of Sanitary Sewer availability from the Township Wastewater Treatment Department Two
  N/A no new sewer connections
- [ ] (2) copies of Sewage Facilities Planning Module Applications
  N/A, No new EDUs
- [ ] Letter of Water availability from AQUA PA
  N/A No new water services required.
- [ ] One (1) copy of any previous Zoning Hearing Board decisions related to the subject property
  N/A
- [x] One (1) Digital copy of all submitted documents
- [ ] Application Fee: Check made payable to the Township of Abington
- [ ] Escrow Fee: Check made payable to the Township of Abington. Separate check from application fee

VI. SIGNATURE

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct, and complete.

Signature of Applicant — Date: 1/29/21

Signature of Property Owner (if different than applicant) — Date

THE FOLLOWING IS FOR INTERNAL USE ONLY:

PAYMENT

☐ Application Fee Amount: $_____ Check No.: #_____

☐ Review Escrow Fee Amount: $_____ Check No.: #_____

DECISION INFORMATION

Approval ☐ Denial ☐ Decision Date: _____

Comments/Conditions:

ESCROW AGREEMENT FOR PROFESSIONAL REVIEW FEES FOR SUBDIVISION/LAND DEVELOPMENT APPLICATIONS

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Township's Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Township. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or $250, whichever is greater, the Township may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed: _____ Date: 1/29/21
Applicant

Applicant Request for County Review

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.

MONTGOMERY COUNTY PLANNING COMMISSION
MCPC
P.O. Box 311, Norristown, PA 19404-0311
Phone: 610-278-3722
Business Hours: 8:30 A.M. to 4:15 P.M.
www.planning.montcopa.org

Date: January 29, 2021
Municipality: Abington Township

Proposal Name: Holy Redeemer Hospital Linear Accelerator

Applicant Name: Holy Redeemer Health System
Address: 1648 Huntingdon Pike
City/State/Zip: Meadowbrook, PA 19046
Phone: 215-938-2022
Email: jdempster@holyredeemer.com

Applicant's Representative: Jack Dempster
Address: 521 Moredon Road
City/State/Zip: Huntingdon Valley PA 19006
Business Phone (required): 215-938-2022
Business Email (required): jdempster@holyredeemer.com

Type of Review Requested:

(Check All Appropriate Boxes)

- [x] Land Development Plan
- [ ] Subdivision Plan
- [ ] Residential Lot Line Change
- [ ] Nonresidential Lot Line Change
- [ ] Zoning Ordinance Amendment
- [ ] Zoning Map Amendment
- [ ] Subdivision Ordinance Amendment
- [ ] Curative Amendment
- [ ] Comprehensive / Other Plan
- [ ] Special Review*

**(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)*

Type of Plan:

- ○ Tentative (Sketch)
- ○ Preliminary / Final

Type of Submission:

- ◉ New Proposal
- ○ Resubmission*

** A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.*

Zoning:

Existing District: Community Service (CS)
Special Exception Granted ○ Yes ◉ No
Variance Granted ○ Yes ◉ No For _____

Plan Information:

Tax Parcel Number(s) 30-00-30992-00-1

Location *(address or frontage)* _____
Nearest Cross Street Holy Redeemer Hosp. Driveway
Total Tract Area 49.69 AC
Total Tract Area Impacted By Development 0.15

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New Lots	Number of New Units	Senior Housing Yes	Senior Housing No	Open Space Acres*	Nonresidential New Square Feet
Single-Family			☐	☐		
Townhouses/Twins			☐	☐		
Apartments			☐	☐		
Commercial						
Industrial						
Office						
Institutional	0					1,722
Other						

**Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.*

Additional Information: 6,400 SF Disturbance 1,722 SF Building Addition 2,200 SF Net Impervious Reduction.

ZONING REGULATIONS - CS COMMUNITY SERVICE

DIMENSION	REQUIRED	EXISTING	PROPOSED
LOT AREA	5 AC	49.69 AC 2,164,555 SF	NA
LOT WIDTH	400 FT	1,676 FT	NA
LOT DEPTH	400 FT	876 FT	NA
FRONT YARD	75 FT	50 FT	50 FT
SIDE YARD	50 FT	59 FT	51 FT
REAR YARD	50 FT	288 FT	288 FT
BUILDING AREA	25% (MAX)	14.53 % 314,568 SF	14.61 % 316,290 SF
IMPERVIOUS COVER	40% (MAX)	42.56 % 921,147 SF	42.45 % 918,947 SF
GREEN AREA	62% (MIN)	57.4 %* 1,243,407 SF	57.5 %* 1,245,607 SF
BUILDING HEIGHT	45 FT (MAX)	VARIES	12'
BUILDING LENGTH	320 FT (MAX)	VARIES	51'
PARKING			
TOTAL SPACES	1,266	1,422	1,416
ACCESSIBLE SPACES	23	70	70
VAN SPACES	3	22	22

* GRAVEL AREAS INCLUDED IN GREEN AREA.

THE ADDITION INCREASES THE BUILDING AREA BY - 1,722 SF (0.08%)
THE IMPROVEMENTS WILL REDUCE IMPERVIOUS COVER BY - 2,200 SF (0.10%)

TOTAL PROPOSED DISTURBED AREA = 6,400 SF

- EXISTING BUILDINGS
- PAVEMENT REMOVAL

SHEET INDEX

C001 - HOSPITAL SITE PLAN (ENTIRE PROPERTY)

C011 - EXISTING SITE & SITE CLEARING PLAN

C021 - PROPOSED SITE PLAN
C022 - SITE SECTIONS
C023 - SITE PHOTOS


N43°33'30"E
263.80'
HUNTINGDON PIKE
SR 0232
N47°00'00"W
168.83'
N.F.
N.F.
N.F.

Kahler Slater

O'DONNELL & NACCARATO CONSULTING ENGINEERS

Boles, Smyth Associates Inc.
Consulting Civil Engineers
Philadelphia PA 19103

TLC ENGINEERING SOLUTIONS
1700 Market Street, Suite 1525
Philadelphia, PA 19103
P 407.841.9050
www.tlc-engineers.com
TLC No: TLCNO
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NOT FOR CONSTRUCTION

PROJECT CONTROL POINTS				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
1	294141.647	2714784.719	233.46	CP1MAG
2	294030.666	2714810.891	239.65	CP2MAG
3	293970.021	2714796.944	240.20	CP3MAG

NOTE: REFERENCE SURVEY CONTROL POINTS PRIOR TO DISTURBANCE.

- IMPERVIOUS PAVING & CURB TO BE REMOVED

0 10' 20'

IMPERVIOUS REMOVAL = 4,105 SF
REMOVE TREE(1)
REMOVE FOUNDATION DRAIN
REMOVE TREES(3)
REMOVE TREES(4)
LIGHT POLE 2 DISCONNECT SERVICE REMOVE POLE & FOUNDATION
REMOVE CURB & SIDEWALK
SIDEWALK TO REMAIN
SURVEY CONTROL POINT 3
REMOVE SIDEWALK
SURVEY CONTROL POINT 2
REMOVE GATE
RELOCATED F/O CABLE (BY OTHERS)
REMOVE JUNCTION BOX RELOCATED F/O JB (BY OTHERS)
REMOVE CURB & PAVEMENT
CURB & PAVEMENT TO REMAIN
SAW CUT CURB & PAV'T
SURVEY CONTROL POINT 1
REMOVE SIGN
REMOVE POSTS/BOLLARDS (4)
REMOVE GATE
PROTECT JUNCTION BOXES
CURB RAMP TO REMAIN
CURB TO REMAIN
REMOVE CURB
SAW CUT PAV'T
RELOCATE SIGN TO TEMP. LOCATION (SIGN 2, NOT ELECTRIFIED)
LIGHT POLE 1 REMOVE & STORE POLE REMOVE FOUNDATION, CONDUIT & WIRING
REMOVE & STORE SIGN 3 (STOP)
REMOVE CURB
REMOVE & STORE PYLON SIGN (SIGN 1, NOT ELECTRIFIED)
REMOVE CONDUIT & WIRE
INSTALL NEW STOP SIGN
EX. Lin. Acc. 1
RAMP
EMERGENCY ROOM
HUNTINGDON PIKE
HOLY REDEEMER HOSPITAL DRIVE
S07°59'00"W 1676.78'

Revisions

SCOPE DOCUMENTS

Drawing Date
January 29, 2021

Holy Redeemer Hospital Linear Accelerator Building Addition

1648 Huntingdon Pike
Meadowbrook, PA 19046

Project No.

Sheet Title
Existing Site & Site Clearing Plan

104 Shockoe Slip, Richmond, Virginia 23219
Telephone 804.767.2500

111 West Wisconsin Avenue, Milwaukee, Wisconsin 53203
Telephone 414.272.2000 Fax 414.272.2001

722 Williamson Street, Madison, Wisconsin 53703
Telephone 608.283.6300 Fax 608.283.6317

Sheet No.
C011

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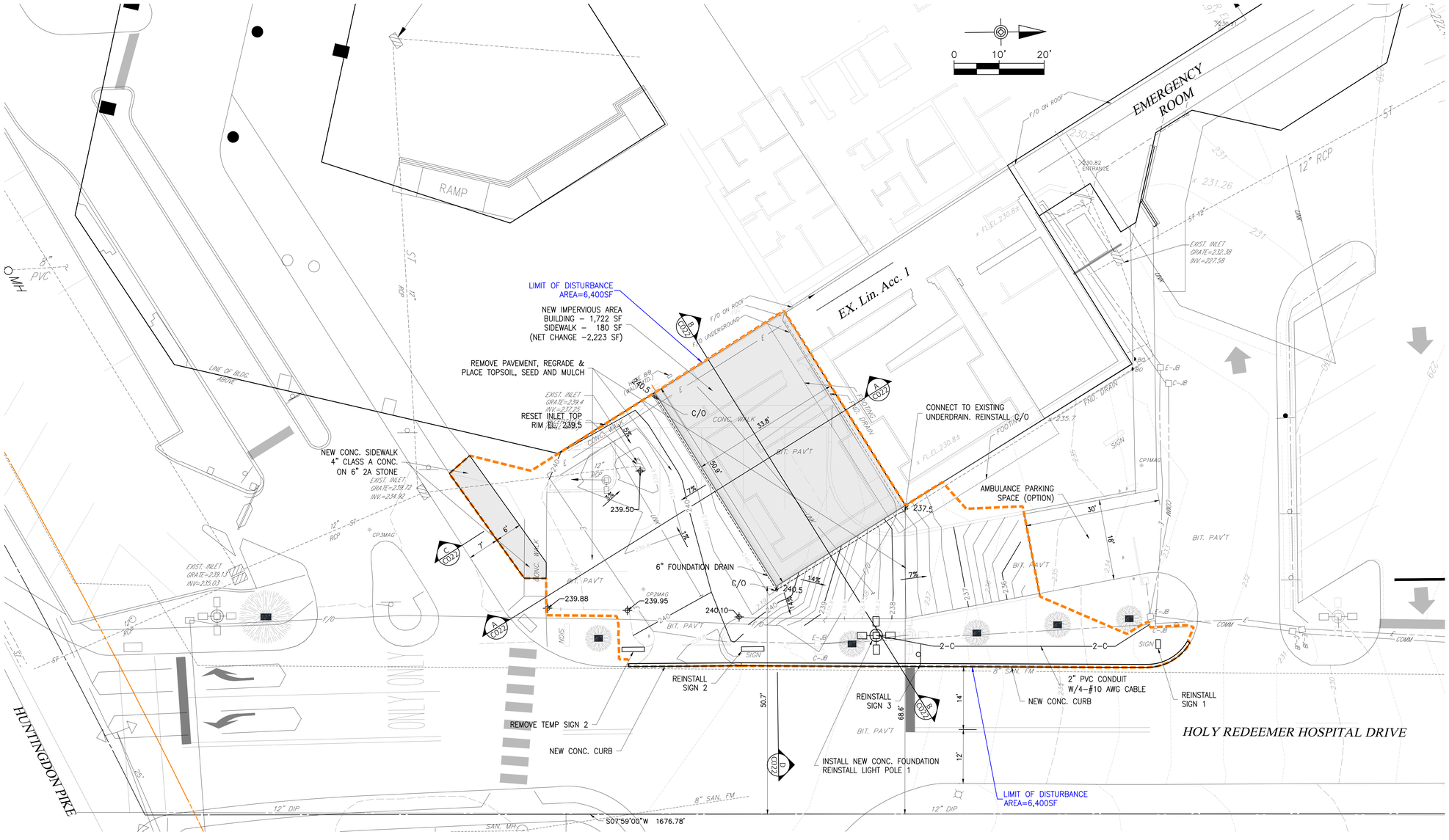
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- PROPOSED BUILDING ADDITION



Revisions

SCOPE DOCUMENTS

Drawing Date
January 29, 2021

Holy Redeemer Hospital Linear Accelerator Building Addition

1648 Huntingdon Pike
Meadowbrook, PA 19046

Project No.

Sheet Title
Proposed Site Plan

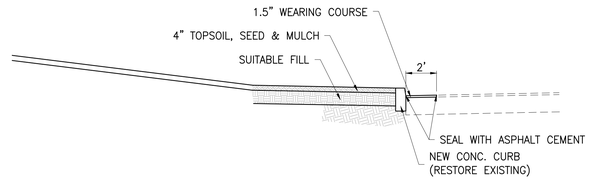
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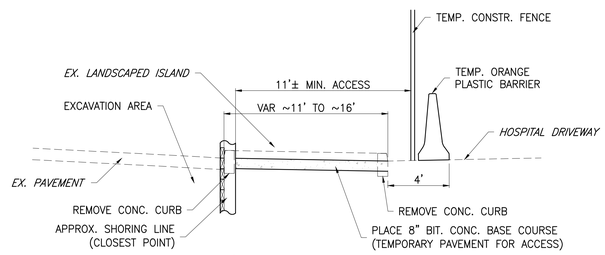
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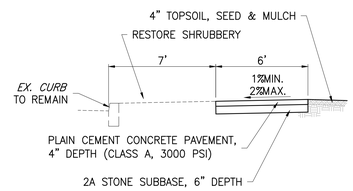
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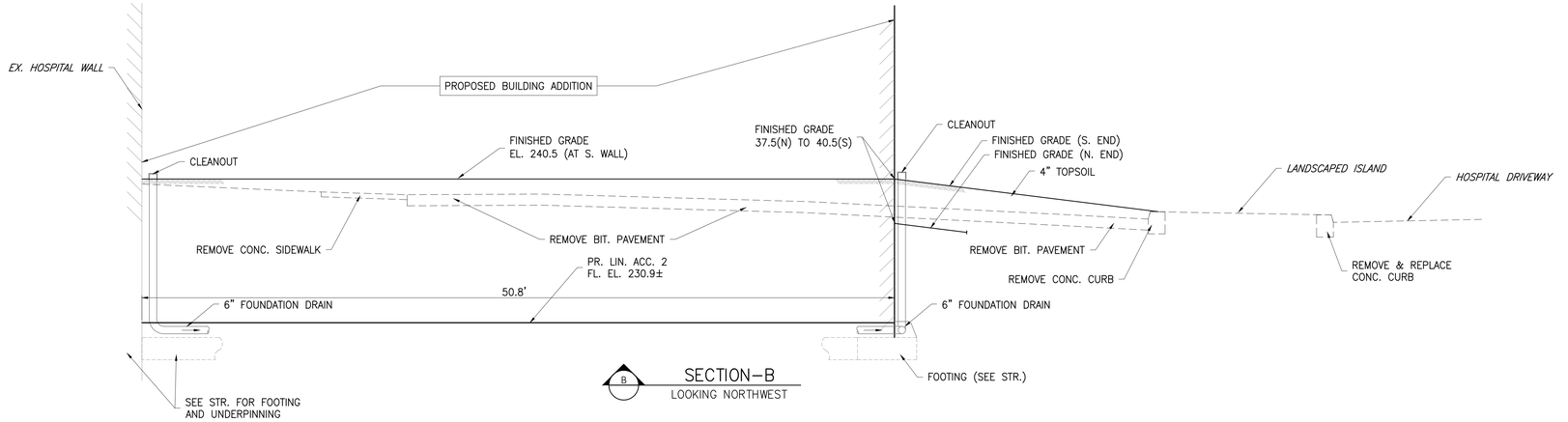
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RESTORED CONDITION



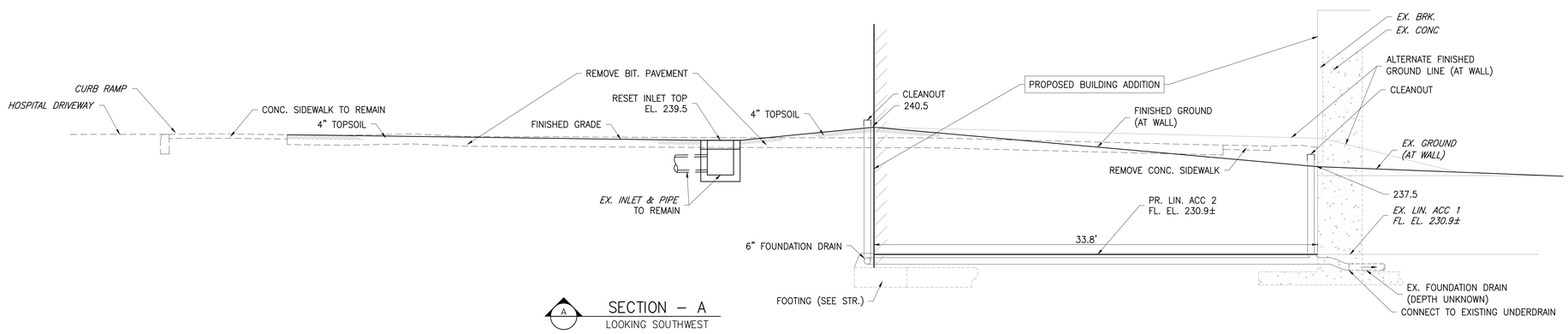
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INTERIM CONDITION
(FOR ACCESS)



C SECTION – C
TYPICAL SIDEWALK SECTION



B SECTION–B
LOOKING NORTHWEST



A SECTION – A
LOOKING SOUTHWEST

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Revisions

SCOPE DOCUMENTS

Drawing Date
January 29, 2021

Holy Redeemer Hospital Linear Accelerator Building Addition

1648 Huntingdon Pike
Meadowbrook, PA 19046

Project No.

Sheet Title
Site Sections

Sheet No.
C022

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LIGHT POLE 2 (Single)



LIGHT POLE 1 (Quad)



JUNCTION BOX 1 & 2



JUNCTION BOX 3 & 4



SIGN 1



SIGN 2



SIGN 3

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Revisions

SCOPE DOCUMENTS

Drawing Date
January 29, 2021

Holy Redeemer Hospital
Linear Accelerator
Building Addition

1648 Huntingdon Pike
Meadowbrook, PA 19046

Project No.

Sheet Title
Site Photos

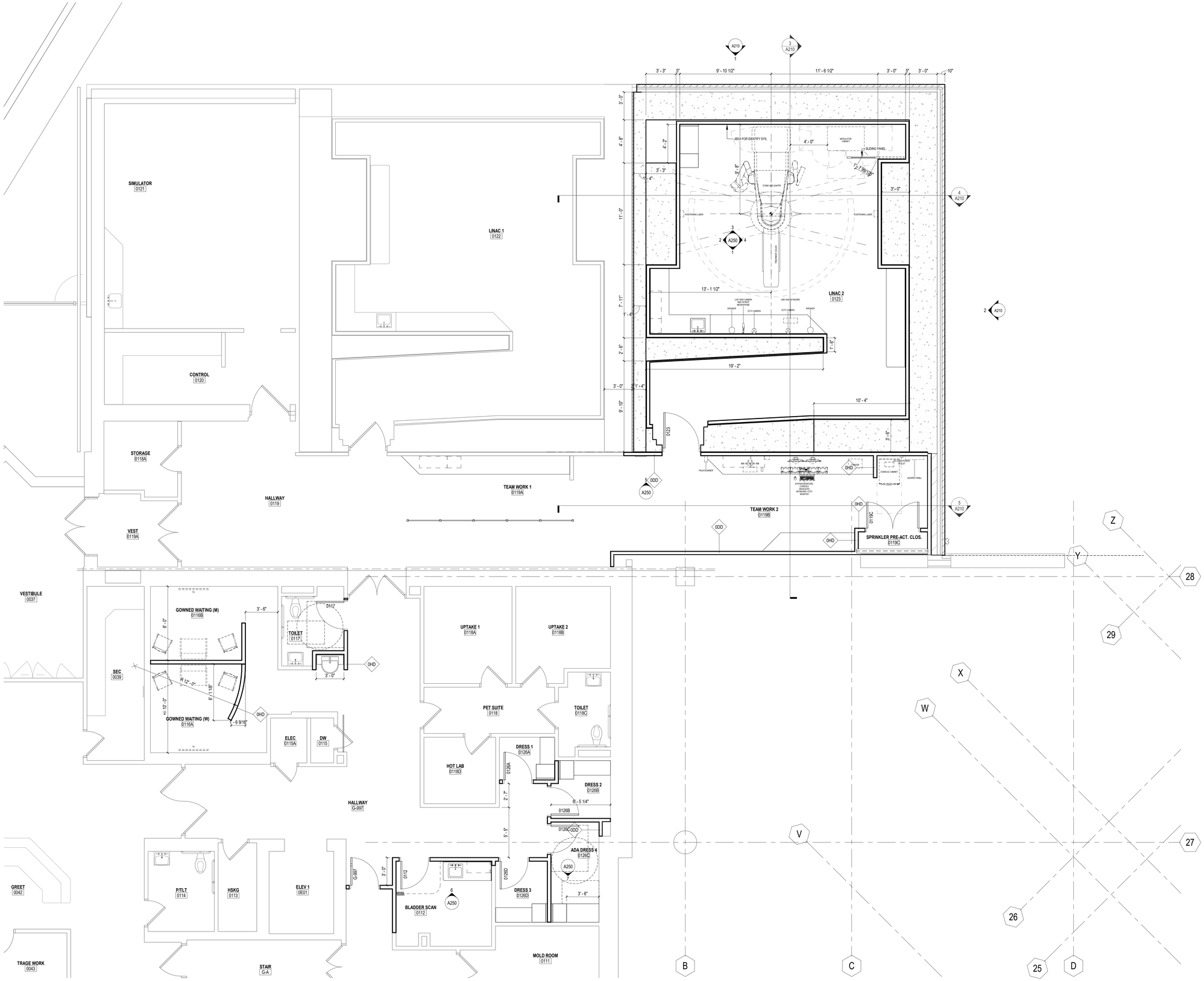
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Telephone 804.767.2500

111 West Wisconsin Avenue, Milwaukee, Wisconsin 53203
Telephone 414.272.2000 Fax 414.272.2001

722 Williamson Street, Madison, Wisconsin 53703
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Sheet No.
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Revisions

50% Progress Set

SCOPE DOCUMENTS

Drawing Date
1/15/2021

HRH - Linear Accelerator Addition

1648 Huntington Pike
Meadowbrook, PA 19046

Project No.
219145.00

Holy Redeemer
000123

Sheet Title
FLOOR PLAN - GROUND FLOOR

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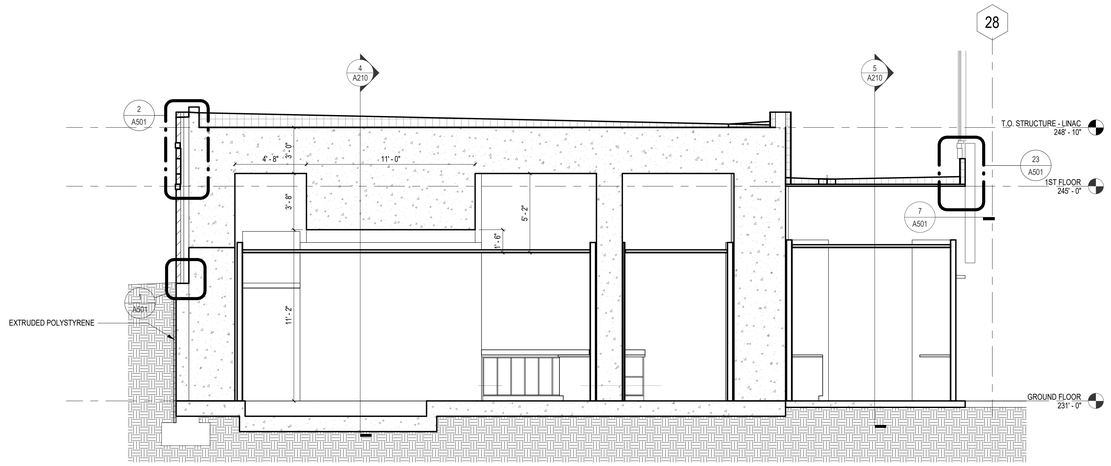
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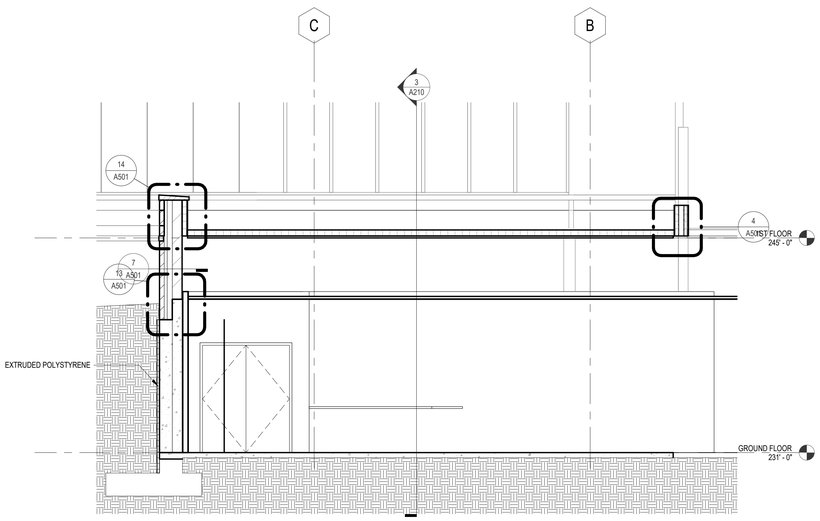
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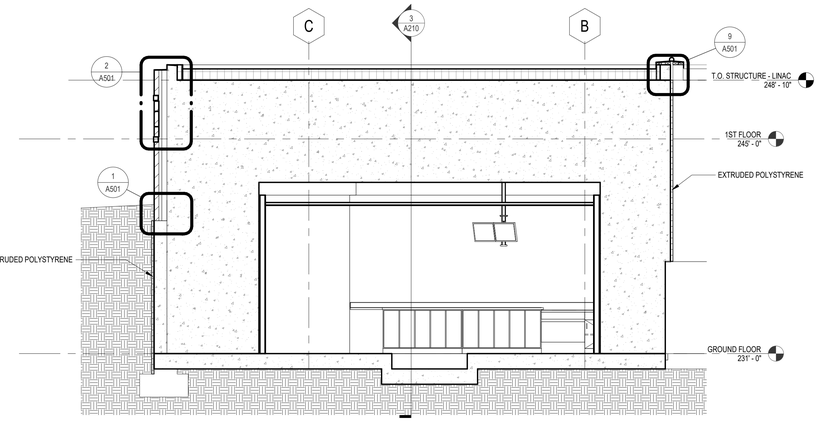
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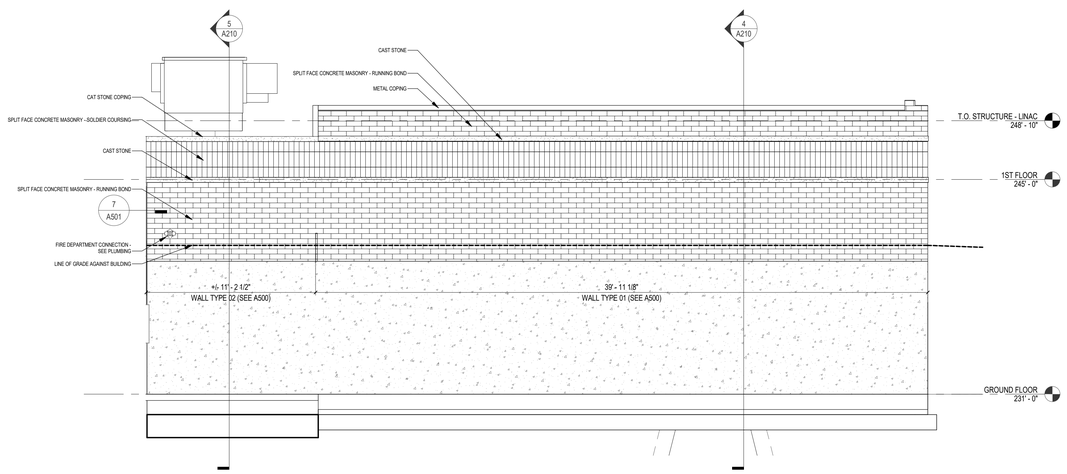
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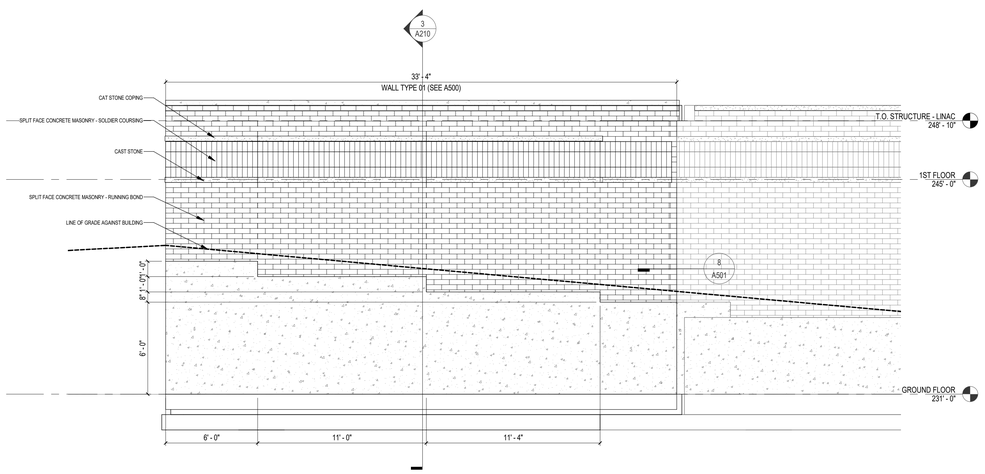
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Revisions

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Drawing Date
1/15/2021

HRH - Linear Accelerator Addition

1648 Huntington Pike
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Project No.
219145.00

Holy Redeemer
000123

Sheet Title
EXTERIOR ELEVATIONS AND SECTIONS

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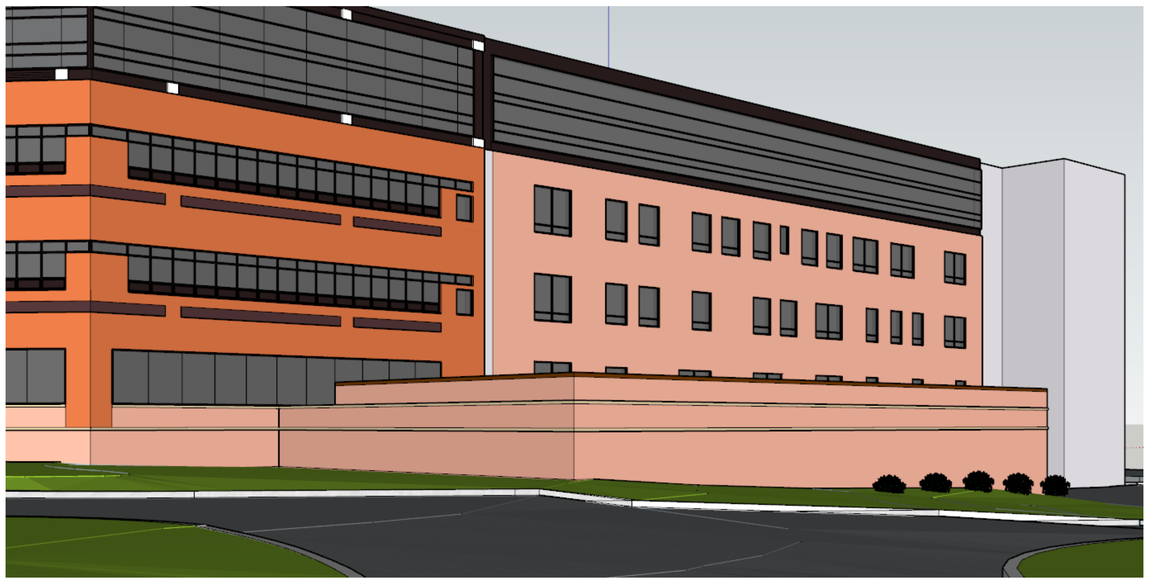
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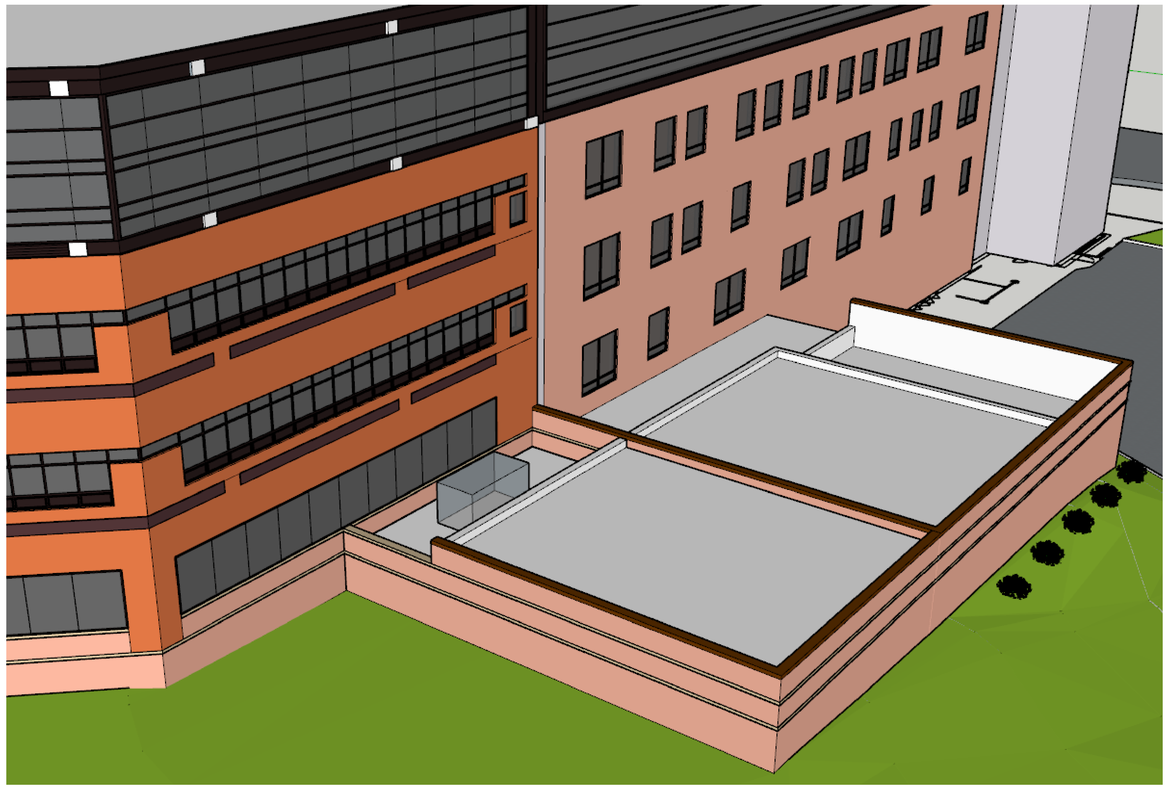
1/5/2021 11:48:42 AM



EXISTING ACCELERATOR VAULT



ACCELERATOR VAULT ADDITION



AREAL VIEW WITH ROOF-TOP UNIT

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March 10, 2021

MEMO

To: Lucy Strackhouse, Chair – Abington Township Planning Commission
From: Abington Township Environmental Advisory Council
RE: Review of Minor Land Development – Holy Redeemer Hospital Linear Accelerator Building Addition
1648 Huntingdon Pike, Huntingdon Valley PA 19006
Plan Set Date: January 29, 2021
EAC Review Date: March 9, 2021

Dear Chairperson Strackhouse,

The members of the Abington Township Environmental Advisory Council (EAC) have reviewed the above referenced minor land development plan and offer the following comments:

Site Summary
Owner: Holy Redeemer Health System
Zone – CS – Community Service
Tract Acreage: 49.69 (2,164,496 s.f.) Project Acreage - .15 acres (6,534 s.f.)
Existing Use – Hospital
Proposed Use – 1,722 Sq. Ft Building Addition for Linear Accelerator
Limit of Disturbance: 6,400 sq. ft.
Watershed – Pennypack Creek

This proposal involves the construction of a 1,722 sq. ft. addition to an existing Linear Accelerator Building currently located on the north side of the Hospital. The proposed work includes removal of a small parking lot area to accommodate this building extension. Aerial view of the location and perspective drawing are attached. According to plan documents, about 4,105 square feet of existing impervious parking and sidewalk areas will be removed allowing the expansion of the building in the same location. Another 180 sq. ft. of sidewalk will also be constructed nearby. According to these calculations, the project results in a net loss of impervious cover of about 2,203 s.f.

The site clearing plan also indicates the 8 existing small trees will be removed; 4 Hawthorn Trees along Holy Redeemer Hospital Drive and 4 adjacent to the existing building. The proposed plans indicate that the pavement area will be replaced by topsoil, seed, and mulch. Since the plans show a net reduction in impervious surface it appears that neither the stormwater ordinance provisions, nor the tree replacement provisions of Abington Zoning Ordinance apply. This should be confirmed by Township staff. Please see note below regarding classification of gravel.

Questions:
It appears as though stormwater will be directed from the building roof into an existing underdrain system, but that needs to be confirmed by the Township Engineer. Will the existing stormwater conveyance infrastructure be adequate to handle the concentrated runoff from the building roof?

Comments:
In order for the EAC and Shade Tree Commission to understand potential impacts it would be helpful if the applicant noted the size and species of the trees being removed on the site plan.

The applicant should consider replacing at least a portion of the trees removed at the site and consider opportunities to increase green space within this location. It is unclear from the proposed site plan if the replacement area is proposed to be lawn. Applicant should evaluate opportunity to include native landscaping alternatives in this area. We recommend that the applicant consult with the Shade Tree Commission for recommendations on potential tree replacement species that may be appropriate for this area.

When proposing building additions and associated site disturbance, applicant should strive to increase green spaces wherever possible, considering that overall site's green space is below the minimum established in this zoning district of 62%. [i] Therefore, the members of the EAC strongly urge the applicants to consider addition of a green roof system for the accelerator building. Green roofs have several energy sustainability benefits for the owners to consider. The insulating properties of green roof systems help reduce heating and cooling costs, as the vegetation reduces solar radiation and roof surface temperatures. Green roof systems typically have a life cycle expectancy of 40 years compared to conventional roofs of about 20 years. From a stormwater management perspective, green roof vegetation and its substrate are able to retain a high percentage of the rain that falls on them, moderating temperature of the water and acting as a natural filter of the portion of the rain that runs off the roof. This also reduces the amount of runoff entering the storm sewer system. Finally, it is our understanding that the rooftop of the accelerator building can be seen from patient rooms directly above. Although this benefit may be harder to quantify, looking out over a landscaped area like this are more aesthetically appealing to patients and hospital staff.

Thank you for considering our questions and comments.

Respectfully submitted,

Susan S. Myerov

Susan Myerov,
Member, Abington Township EAC

cc:
Richard Manfredi
Planning Commission Members
EAC Members
Abington Shade Tree Commission Members

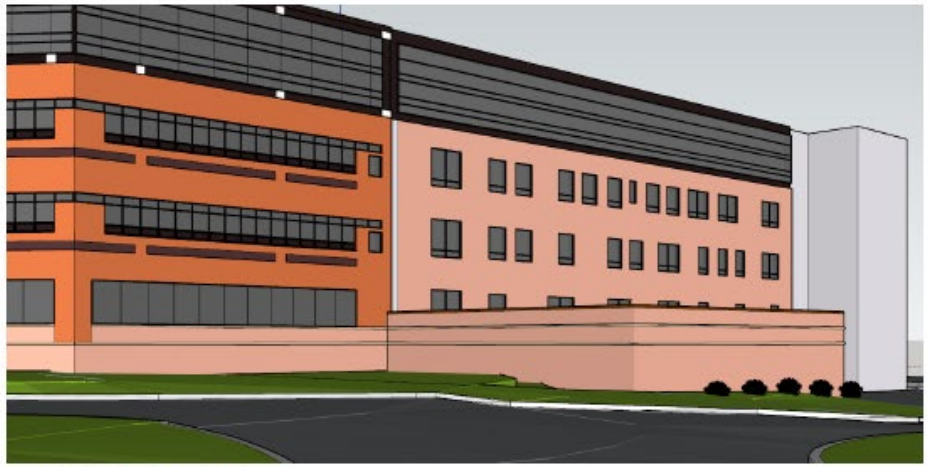
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[i] We believe the applicants calculation regarding the proposed green space percentage may be incorrect. The applicant indicates that the percentage of green space will be slightly increased as a result of this proposed building addition, however the EAC does not agree that gravel areas should be counted as part of green space calculation. Gravel areas should be counted as part of the impervious cover calculations.
This is consistent with definitions found in our Zoning Ordinance as noted below.
Abington's Zoning Ordinance Article 2, Section 201: Specific Definitions
Green Area: The portion of a lot's surface covered **with grass or other vegetation**. Green area shall not include pervious or impervious paving, and shall be covered with vegetation on at least 80% of its surface.
Paved Area: All areas covered by **gravel and/or impervious surfaces**, other than buildings and concrete public sidewalks.

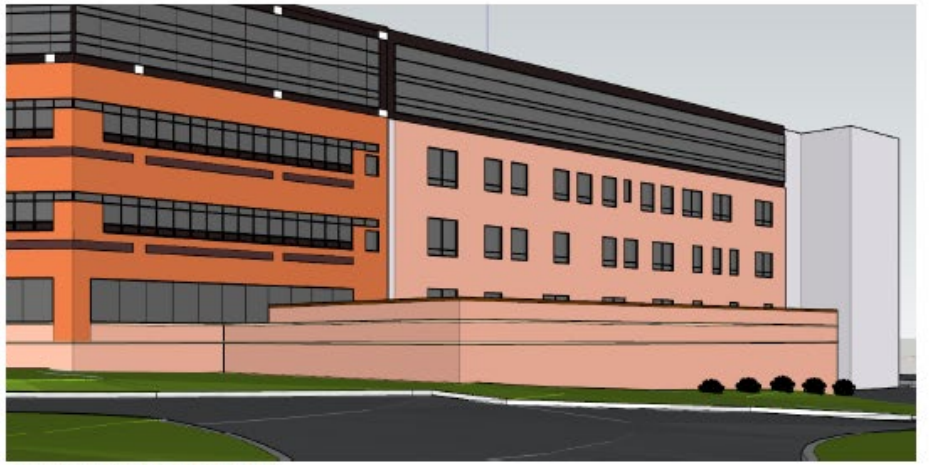
Google Maps 1648 Huntingdon Pike



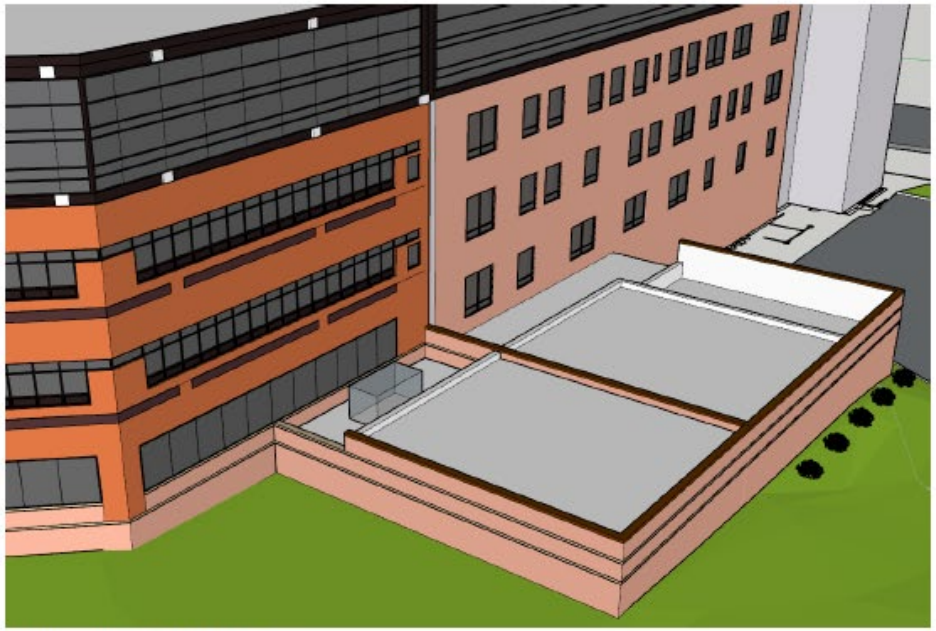
Imagery ©2021 Maxar Technologies, Map data ©2021 20 ft



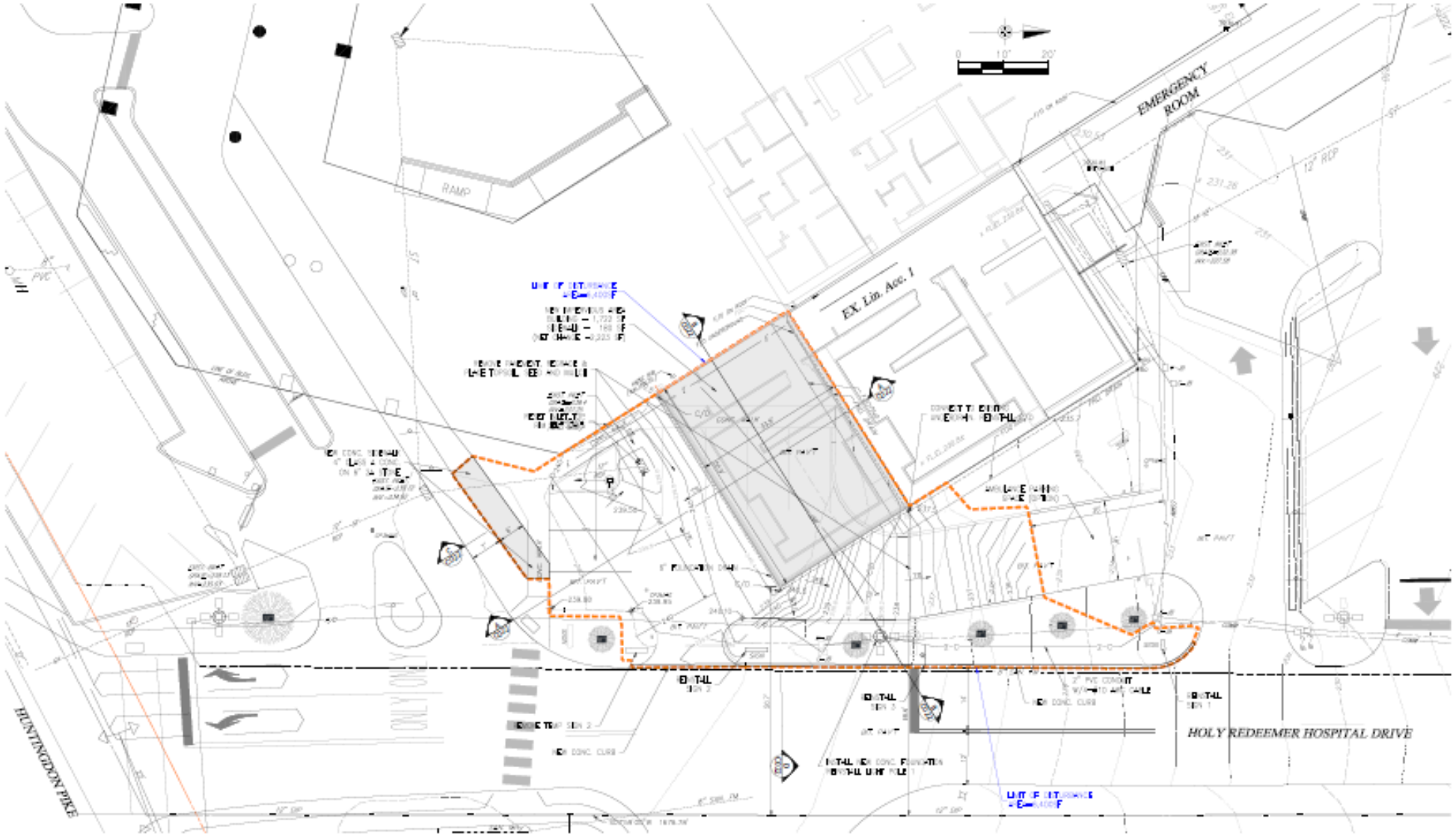
EXISTING ACCELERATOR VAULT



ACCELERATOR VAULT ADDITION



AREAL VIEW WITH ROOF-TOP UNIT



NOT FOR CONSTRUCTION

Revisions

SCOPE DOCUMENTS

Drawing Date
January 29, 2021

Holy Redeemer Hospital
Linear Accelerator
Building Addition

1648 Huntingdon Pike
Meadowbrook, PA 19046

Project No.

Sheet Title
Proposed Site Plan

Sheet No.
C021

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

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KENNETH E. LAWRENCE, JR., VICE CHAIR
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PLANNING COMMISSION

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
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610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

March 18, 2021

Mr. Rich Manfredi, Manager
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: 21-0066-001
Holy Redeemer Hospital Linear Accelerator
1648 Huntingdon Pike (Holy Redeemer Hospital)
1,722 s.f. on a tract of 49.69 Acres
Abington Township

Dear Mr. Manfredi:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 24, 2021. We forward this letter as a report of our review.

BACKGROUND

Holy Redeemer Health Systems, the applicant, has submitted a land development plan that would expand an existing hospital building by 1,722 square feet for a linear accelerator. The project would lead to an increase in building area, but would lead to a decrease in impervious area to make it less nonconforming with zoning. The site is located in the CS Community Service District. The applicant has submitted a preliminary (minor) plan, dated January 29, 2021.

CONSISTENCY WITH COMPREHENSIVE AND OTHER PLANS

The proposed improvements are generally consistent with *MONTCO 2040: A Shared Vision, The Montgomery County Comprehensive Plan*. The comprehensive plan shows the subject property as located in the “Suburban Residential” future land use area. Institutional uses are designated as a primary use in this area. Nonresidential development in this area should be designed to limit impacts of traffic, noise, and light; development in this area often makes use of extensive landscaping.

The plan's consistency with the Abington Master Bicycle Plan depends on if an asphalt trail on the south side of the road (no action required), or bike lanes (action required) are determined most appropriate for this portion of Huntingdon Pike.

The proposed improvements are generally consistent with the Abington Township Comprehensive Plan Update (2007).

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Township may wish to consider. Our comments are as follows:

REVIEW COMMENTS

DESIGN

A. Will the rooftop HVAC equipment be screened from the sidewalk and access driveways? It's difficult to tell from the renderings how much, if any, of the equipment will be visible. The equipment shall be contained in a muffled compartment enclosure [§903.C.1; §2601.J].

B. Blank Walls. In the interest of discouraging "blank walls" and promoting public safety, windows are required on each story of each wall facing a public way (street, sidewalk, trail, or parking area). For each wall facing a public street, minimum glazing area shall be at least 10% [§903.D].

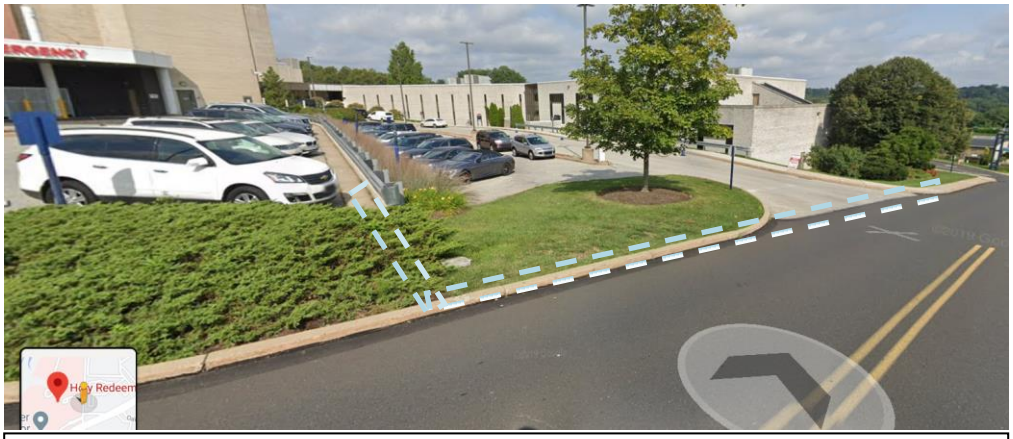
TRANSPORTATION

A. Abington Master Bicycle Plan. The township's bicycle plan recommends improvements to Huntingdon Pike in the area of Holy Redeemer Hospital. Specifically, it recommends either a 10 foot asphalt trail be constructed along the south side of Huntingdon Pike from the signalized intersection to Old Huntingdon Pike, or bike lanes be added to the road. It notes that this route "…will have to be analyzed and engineered prior to implementation" (see pp.52 and 95 of the plan[1]). We recommend the applicant communicate with the township about whether bike lanes are the preferred option. If pursued, the parties would need to coordinate with PennDOT.

B. Sidewalks and Crosswalk.

[1] https://www.abingtonpa.gov/home/showpublisheddocument?id=2246

(1) The applicant proposes to remove some sidewalk as part of this project. We suggest replacing it with a short segment of sidewalk and a crosswalk that would fill a small gap in the on-site pedestrian network (see dashed white lines on image).



The sidewalk that would be removed for this project could be replaced with a sidewalk and crosswalk 100 feet to the north, on Holy Redeemer Hospital Drive.

(2) The crosswalk over Holy Redeemer Hospital Drive at Huntingdon Pike is difficult to see. We recommend repainting it using the continental design (see red arrow on image).



LANDSCAPING

A. Plan. No landscaping plan was provided as required by §146-11.H. It would be useful to see a planting schedule and have the information about species and caliper of trees being removed.

OTHER PLAN INFORMATION

A. Zoning Boundary. Since the property abuts another zoning district, we recommend showing the boundary, as required by §146-11.A.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the Township's planning objectives for institutional development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (#21-0066-001) on any plans submitted for final recording.

Sincerely,

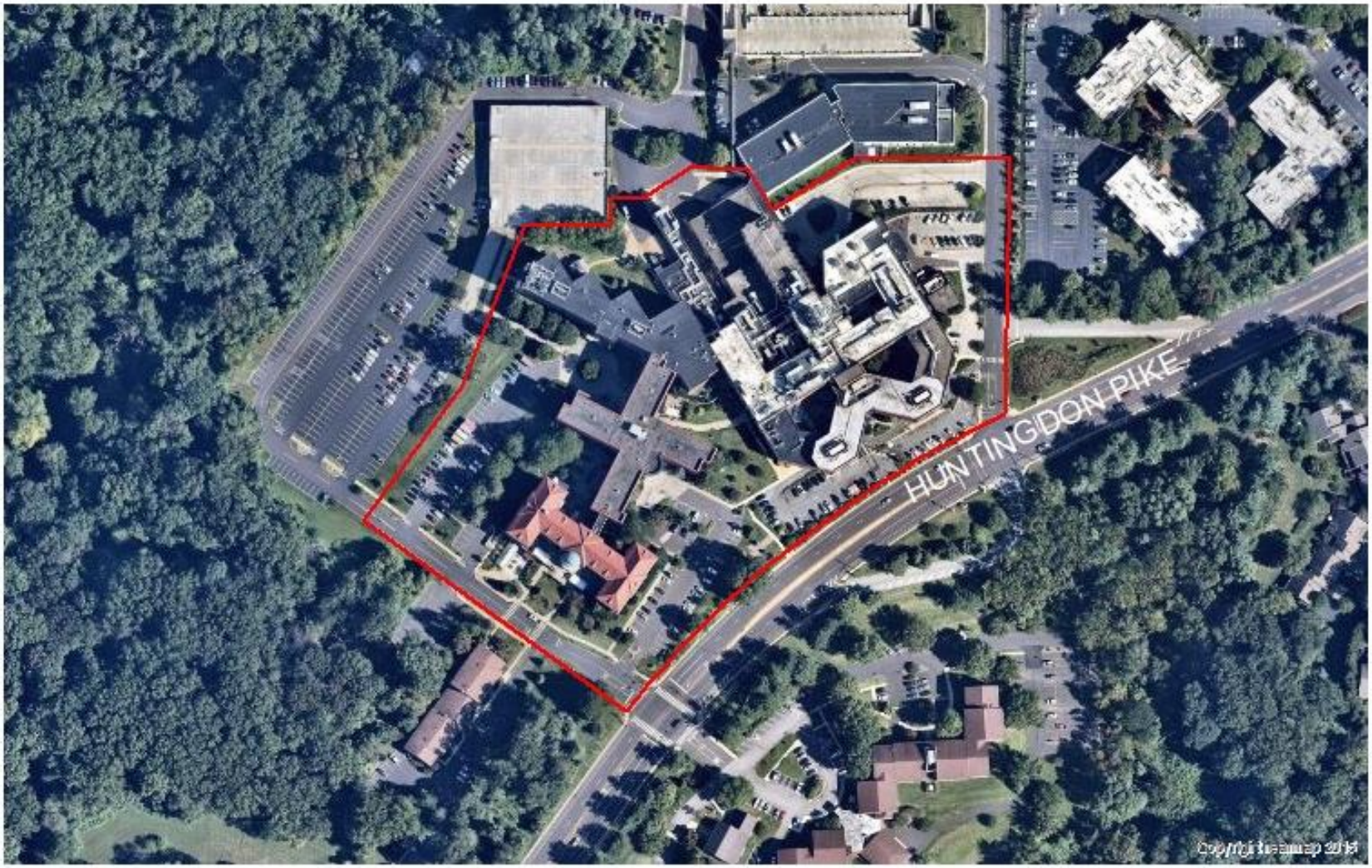
Mike Narcowich, AICP
Assistant Section Chief: Community Planning
610.278.5238 - mnarcowi@montcopa.org

c: Holy Redeemer Health System, Applicant
Jack Dempster, Applicant's Representative
Khaled R. Hassan, P.E., Pennoni, Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor
Fran Hanney, P.E., PennDOT District 6-0

Attachments: APPENDIX 1: Aerial Images, Project Site
APPENDIX 2: Applicant's Plan

Aerial Images, Project Site

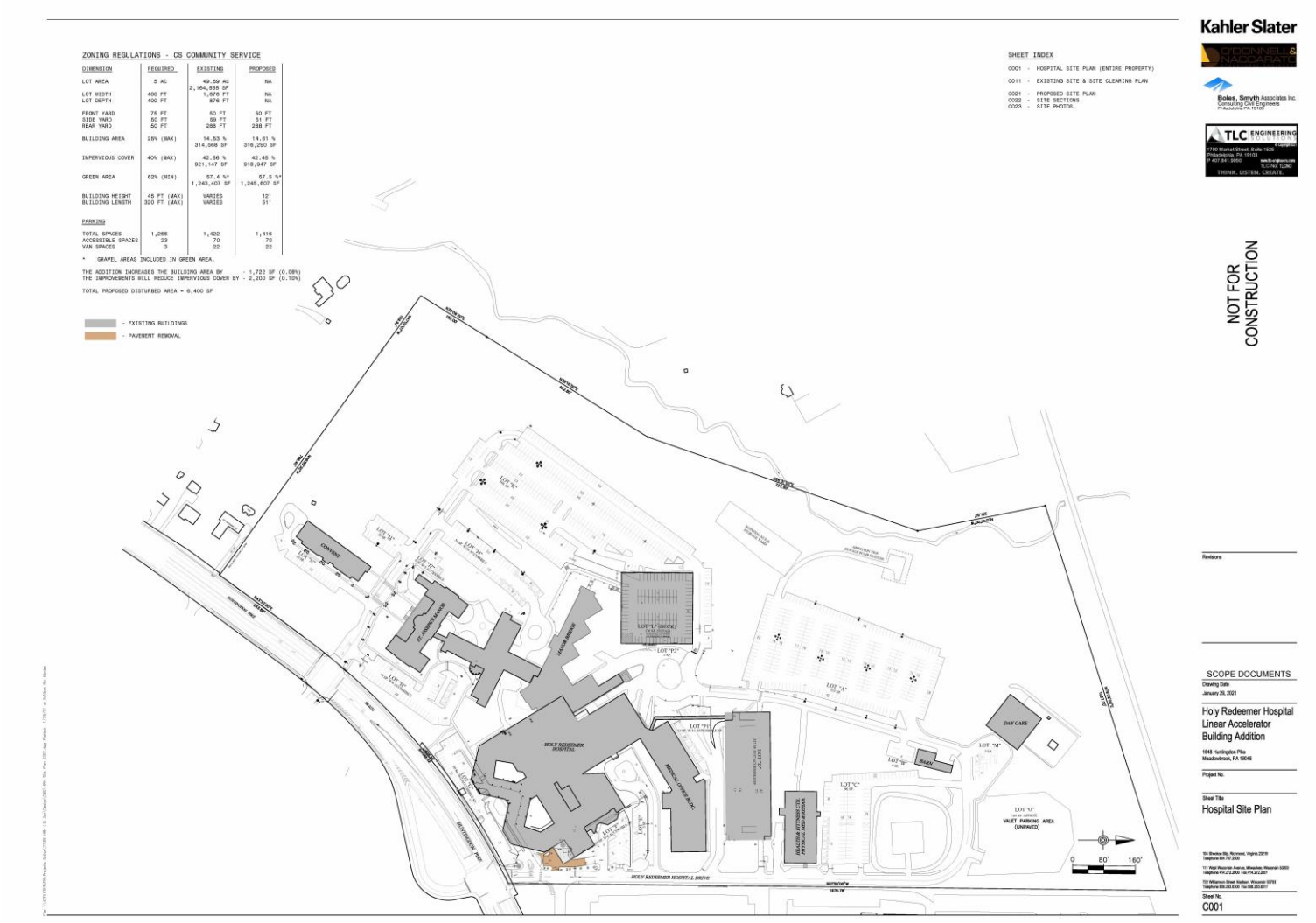




Holy Redeemer Hospital
Linear Accelerator
MCPC #210066001

Montgomery County Planning Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19404-0311
(p) 610.278.3722 - (f) 610.278.3941
www.montcopa.org/planncom
Aerial photography provided by NearMap.

Applicant's Plan


ZONING REGULATIONS - CS COMMUNITY SERVICE
DIMENSION | REQUIRED | EXISTING | PROPOSED
LOT AREA | 5 AC | 49.69 AC 2,164,555 SF | NA
LOT WIDTH | 400 FT | 1,676 FT | NA
LOT DEPTH | 400 FT | 876 FT | NA
FRONT YARD | 75 FT | 50 FT | 50 FT
SIDE YARD | 50 FT | 59 FT | 51 FT
REAR YARD | 50 FT | 288 FT | 288 FT
BUILDING AREA | 28% (MAX) | 14.53 % 314,568 SF | 14.61 % 316,290 SF
IMPERVIOUS COVER | 40% (MAX) | 42.56 % 921,147 SF | 42.45 % 918,947 SF
GREEN AREA | 62% (MIN) | 57.4 %* 1,243,407 SF | 57.5 %* 1,245,607 SF
BUILDING HEIGHT | 45 FT (MAX) | VARIES | 12'
BUILDING LENGTH | 320 FT (MAX) | VARIES | 51'
PARKING
TOTAL SPACES | 1,266 | 1,422 | 1,416
ACCESSIBLE SPACES | 23 | 70 | 70
VAN SPACES | 3 | 22 | 22
* GRAVEL AREAS INCLUDED IN GREEN AREA.
THE ADDITION INCREASES THE BUILDING AREA BY - 1,722 SF (0.08%)
THE IMPROVEMENTS WILL REDUCE IMPERVIOUS COVER BY - 2,200 SF (0.10%)
TOTAL PROPOSED DISTURBED AREA = 6,400 SF
- EXISTING BUILDINGS
- PAVEMENT REMOVAL
SHEET INDEX
C001 - HOSPITAL SITE PLAN (ENTIRE PROPERTY)
C011 - EXISTING SITE & SITE CLEARING PLAN
C021 - PROPOSED SITE PLAN
C022 - SITE SECTIONS
C023 - SITE PHOTOS
CONVENT
ST. ANDREW MANOR
MANOR BUILDING
HOLY REDEEMER HOSPITAL
MEDICAL OFFICE BUILDING
HEALTH & FITNESS CTR. PHYSICIAN MED-B BUILDING
DAY CARE
BARN
VALET PARKING AREA (UNPAVED)
HOLY REDEEMER HOSPITAL DRIVE
HUNTINGDON PIKE
0 80' 160'
Kahler Slater
O'DONNELL & NAACCARATO
Boles, Smyth Associates Inc.
Consulting Civil Engineers
TLC ENGINEERING SOLUTIONS
THINK. LISTEN. CREATE.
NOT FOR CONSTRUCTION
Revisions
SCOPE DOCUMENTS
Drawing Date
January 29, 2021
Holy Redeemer Hospital
Linear Accelerator
Building Addition
1648 Huntingdon Pike
Meadowbrook, PA 19046
Project No.
Sheet Title
Hospital Site Plan
Sheet No.
C001

Pennoni

3100 Horizon Drive
Suite 200
King of Prussia, PA 19406
T: 610-277-2402
F: 610-277-7449

www.pennoni.com

March 19, 2021

ABINT130010

Mr. Richard Manfredi, Township Manager
Abington Township
1176 Old York Road
Limerick, PA 19468

RE: LD-21-03 - 1648 Huntingdon Pike Holy Redeemer Hospital
Linear Accelerator Building Addition
Final Minor Land Development Plan Review (1st Submission)

Dear Mr. Manfredi:

We have received a copy of Final Minor Land Development Plans consisting of five (5) plan sheets dated January 29, 2021; prepared by Boles, Smyth Associates, Inc. located at 2400 Chestnut Street in Philadelphia, PA for the above referenced project.

Under this Application, the Applicant is proposing to construct a new 1,772 sf building addition which will be for a new Linear Accelerator use. As part of this building addition, approximately 4,150 SF of impervious area will be removed which will consist of pavement, concrete curb, and sidewalk. The remaining impervious area outside of the proposed addition will be converted to grass cover. There will be a net decrease of 2,200 sf of impervious coverage. The application indicates that this project will not be proposing a sewer connection or provide water service.

This site is located on Huntingdon Pike and is bounded by residential dwellings in all directions. Access to/from the site is by way of an existing driveway entrance that intersects Holy Redeemer Hospital Drive which has a cartway width of 26 feet. This project is located within the CS Community Service Zoning District.

The following documents have been reviewed:

Title	Sheet	Dated	Revised
Hospital Site Plan	C001	01/21/21	-----
Existing Site & Site Clearing Plan	C011	01/21/21	-----
Proposed Site Plan	C021	01/21/21	-----
Site Sections	C022	01/21/21	-----
Site Photos	C023	01/21/21	-----

We have performed a review of the above referenced plans for compliance with the Zoning Ordinance; Subdivision and Land Development Ordinance (Chapter 146) and the Stormwater Management Ordinance (Chapter 142). We offer the following comments for your consideration:

ZONING COMMENTS

1. **Per Section 904, an expansion of a permitted by-right use is allowed up to 25% of the existing building as of the date of amendment of the zoning ordinance; however, based on Township records it has been confirmed with the zoning officer that the hospital use required approval as a special exception within the District it was located at that time and was not permitted by-right; therefore, since this is not a by-right use, the Applicant shall be required to apply for a Conditional Use for the building addition.**

2. Per §2402.B.1.d, street trees shall be required along each frontage on all existing drives. Since the proposed development will be removing existing street trees as indicated on Sheet C1011, along Holy Redeemer Hospital Drive, the Applicant will be required to plant replacement trees to maintain compliance with this requirement.

3. Per §2601.H., the Applicant shall indicate if any lighting is being proposed on the exterior of the building. Any proposed lighting shall comply with the requirements in §2601.H.

4. Per §2601.O., all building and any parking setbacks shall be shown on the Site plans (Sheets C001 & C021) and dimensioned accordingly to confirm compliance with the requirements in the zoning regulation table and to verify and indicate any existing nonconformities.

5. The Applicant shall indicate the proposed use on the Master Site Plan and show the zoning regulations table on the Site Plan (Sheet C021).

CHAPTER 146
SUBDIVISION & LAND DEVELOPMENT COMMENTS

6. Per Section 146-11.A.(3), a complete boundary survey of the property to be developed, showing all courses, distances, areas and tie-ins to all adjacent street intersections. The survey must be prepared by a Pennsylvania registered land surveyor by on-site field survey and have a closure error not greater than 3/100 of a foot. **The Applicant shall provide a surveyor certification that the Hospital Site Plan (Sheet C001) a boundary survey has been completed and closes within the required error of closure; otherwise, the Applicant should consider requiring a waiver.**

7. Per Section 146-11.A.(4), tract boundaries with tax parcel numbers, owner's names and approximate acreage of lots surrounding any portion of the site for a distance of 400 feet. **Since this is a relatively small addition to the existing building and is located within the lot which will have no bearing on the adjacent lots from a Zoning and Land Development standpoint, the Applicant may consider requesting a waiver from the requirements of this section.**

8. Per Section 146-11.A.(7), please provide a note or provide a benchmark on the plans that indicate the elevations are based upon sanitary sewer datum of the Township of Abington.

9. Per Section 146-11.A.(10), the zoning classification applicable to the tract along with all zoning boundaries that traverse or are within 400 feet of the tract, together with a citation of any variances or special exceptions which may have been granted for or affecting the site. Please indicate if there

are any variances or if a conditional use approval associated within this project was obtained as part of the previously approved hospital.

10. Per Section 146-11.B.(6), the location, size, ownership and purpose of all rights-of-way and easements, if any, located within the property boundaries shall be shown on the plans. Please confirm if there are any easements within the vicinity of the work being proposed.

11. The Applicant may have to provide temporary E&S measures as part of the construction for this project per Section 146-43.A.(3). A note on the plans will suffice indicating that the Applicant will install the necessary E&S measures at the direction of the Township Engineer based if it is determined that during construction E&S measures will be required.

12. Per Section 146-12.B. thru E., the Applicant will need to provide a Record Plan with the applicable certifications and acknowledgements. We recommend that the Site Overall Plan (Sheet C-301) and the Site Plan (Sheet C-302) be recorded as part of this application.

13. Per Section 146-13.I, Minor Land Development Plans do not require Preliminary Plan Submission. Since this is considered a Minor Land Development Plan submission, the plans in the Title Block can be revised to reference a Final land development plan in the Title Block.

14. Per §146-11., the plans shall be revised to include the following information in §146-11.A thru H. Based on this type of development, the Applicant should provide at a minimum an existing features plan and grading and utility plan.

15. Per §146-23.G., building setback lines shall be shown and dimensioned from the right-of-way lines on the plans.

16. Per §146-39.A.(1)., the Applicant is indicating that eight (8) trees are being removed as part of this project, however they do not say how many trees are being planted. On the Proposed Site Plan (Sheet 3) there are four (4) trees shown on the western portion of the building that are labeled to be removed based on the Existing Site & Site Clearing Plan (Sheet 2). The Applicant shall confirm that these trees will be removed or if they are any trees being proposed.

GENERAL STORMWATER MANAGEMENT COMMENTS

17. Since this project is proposing to construct this building addition over existing impervious area, this project will not create any additional surface runoff than what is being anticipated under the existing conditions; therefore, this project will not require any stormwater related improvements or backup stormwater calculations to confirm any changes to the stormwater anticipated from the building addition.

18. The Applicant shall confirm that the existing foundation drain will safely convey the additional stormwater captured from the proposed building addition foundation drain.

19. The Applicant shall confirm if there are any roof drain downspouts being proposed. If so, the Applicant shall show the location of the downspouts and ensure that all drainage will have positive flow to a nearby inlet.

20. The Applicant appears to be disturbing less than one (1) acre of land, therefore a NPDES permit is not required. The Applicant shall call out the limit of disturbance area to confirm that less than one (1) acre is being disturbed.

GENERAL COMMENTS

21. The Land Development Application indicates that there will not be water and sewer service provided to this building addition; however, based on the architectural plans, it appears there is a sink proposed. Please confirm this discrepancy. If there is going to be water and sewer service to this building addition, please indicate if service will be provided from the existing building or if new water and sewer service lines will be provided to the addition. If sewer service is proposed to be provided, we defer to the Township Sewer Authority to review this project for any sewer related comments.

22. The Applicant shall provide a legend on all sheets showing all line types and features, both existing and proposed.

23. There is a hose bib located in the area of the proposed addition. The Applicant shall confirm the relocation of the hose bib, or if the existing hose bib is being removed.

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SUMMARY

We do not recommend Final Minor Land Development plan approval until the Applicant addresses the above referenced comments, in particular the Zoning comments. Once the zoning comments have been addressed, we will be in a position to recommend final approval.

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Executive Assistant
Shaun Littlefield, Interim Zoning Officer
Timothy G. Clark, Assist. Director of Engineering
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor
Michael Narcowich, AICP, MCPC
Jack Dempster, Holy Redeemer Health System, Applicant
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March 19, 2021

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- Escrow Review
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- Descriptions (If Applicable)

SUMMARY

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If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI

Khaled Hassan

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Executive Assistant
Shaun Littlefield, Interim Zoning Officer
Timothy G. Clark, Assist. Director of Engineering
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor
Michael Narcowich, AICP, MCPC
Jack Dempster, Holy Redeemer Health System, Applicant
Tim Boles, Boles, Smyth Associates Inc., Engineer of Record

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Code

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Holy Redeemer Barn

EXECUTIVE SUMMARY:

The Sisters of the Holy Redeemer are requesting to construct an accessory building (BARN) to support the existing farm operations that are currently performed in the existing building.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Consider Planning Commission recommended approval for the proposed Minor Land Development for The Sisters of the Redeemer located at 521 Moredon Road. The applicant intends to construct an accessory building (BARN) to support the existing farm operations that are currently performed in the

existing building.



3/10/2021

In regards to LD proposal RV Farm Barn
The shade tree commission finds no issues with this proposal.

Sincerely,
Collin Watson
Chair

Township of Abington

Engineering & Code Department

John L Spiegelman, President
Thomas Hecker, Vice President

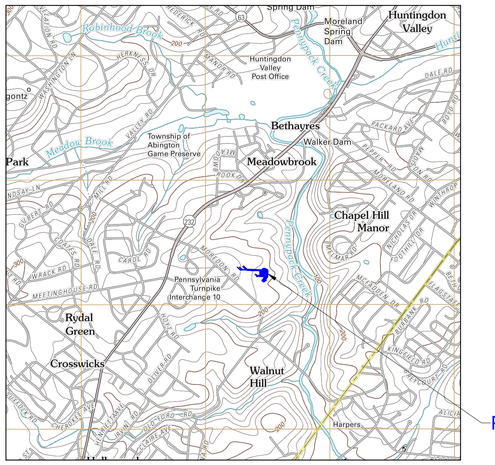
Richard J. Manfredi, Manager

SD/LD Review Tracking Application # LD-21-04

Project Name: Sisters of Redeemer 521 Moredon Rd. Barn Addition

File Date: 2/5/21 Date Complete _____ 90 Day Clock _____

	Sub. #	Date Sent:	Review Ltr. Recv'd:	Comments (Y/N)
[ ] Reviewing Engr.	1	2/8/21		
[ ] Traffic Engineer				
[ ] MCPC				
[ ] Fire Marshal				
[ ] Traffic Safety				
[ ] Wastewater/DEP				
[ ] Shade Tree				
[ ] EAC				
[ ] Planning Commission				
[ ] ZHB				
[ ] Solicitor				
[ ] Other:				



LOCATION MAP
SCALE: 1"=2000'
USGS QUAD: Frankford PA-NJ (2011)



AERIAL PHOTOGRAPH
SCALE: 1"=250'
(MARCH 2019)

NOTES:

1. THE PROJECT AREA IS NOT LOCATED IN A FLOOD HAZARD AREA.
2. NO WETLANDS WERE OBSERVED WITHIN THE PROJECT AREA.
3. NO TREES ARE PLANNED TO BE REMOVED AS PART OF THE PROPOSED IMPROVEMENTS.

ZONING REGULATIONS - R1 LOW DENSITY RESIDENTIAL

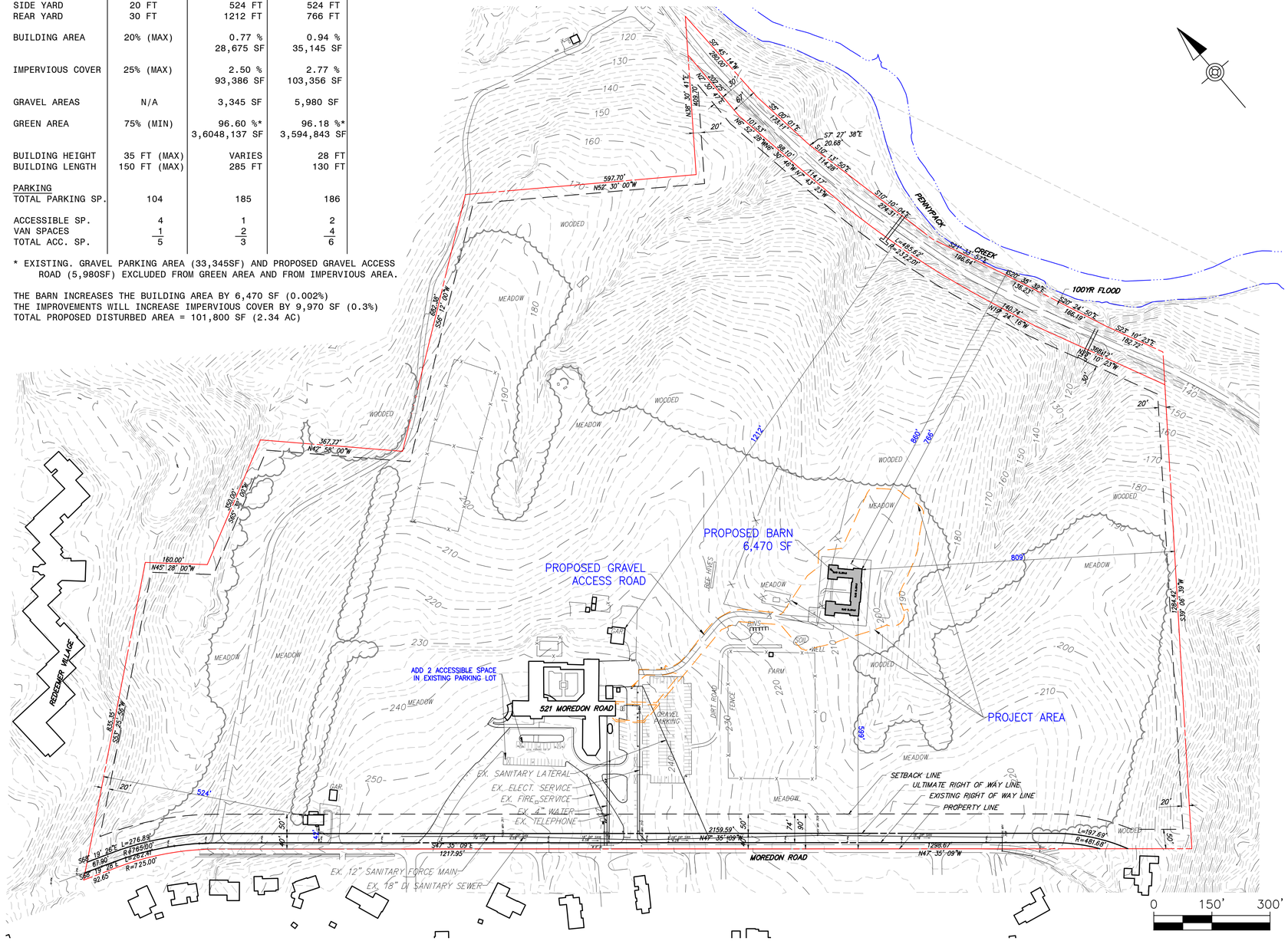
DIMENSION	REQUIRED	EXISTING	PROPOSED
LOT AREA	1 AC	85.66446 AC 3,731,544 SF	NO CHANGE
LOT WIDTH	200 FT	2,702 FT	NO CHANGE
LOT DEPTH	100 FT	2,149 FT	NO CHANGE
FRONT YARD	50 FT	42 FT	42 FT
SIDE YARD	20 FT	524 FT	524 FT
REAR YARD	30 FT	1212 FT	766 FT
BUILDING AREA	20% (MAX)	0.77 % 28,675 SF	0.94 % 35,145 SF
IMPERVIOUS COVER	25% (MAX)	2.50 % 93,386 SF	2.77 % 103,356 SF
GRAVEL AREAS	N/A	3,345 SF	5,980 SF
GREEN AREA	75% (MIN)	96.60 %* 3,6048,137 SF	96.18 %* 3,594,843 SF
BUILDING HEIGHT	35 FT (MAX)	VARIES	28 FT
BUILDING LENGTH	150 FT (MAX)	285 FT	130 FT
PARKING			
TOTAL PARKING SP.	104	185	186
ACCESSIBLE SP.	4	1	2
VAN SPACES	1	2	4
TOTAL ACC. SP.	5	3	6

* EXISTING. GRAVEL PARKING AREA (33,345SF) AND PROPOSED GRAVEL ACCESS ROAD (5,980SF) EXCLUDED FROM GREEN AREA AND FROM IMPERVIOUS AREA.

THE BARN INCREASES THE BUILDING AREA BY 6,470 SF (0.002%)
THE IMPROVEMENTS WILL INCREASE IMPERVIOUS COVER BY 9,970 SF (0.3%)
TOTAL PROPOSED DISTURBED AREA = 101,800 SF (2.34 AC)

SHEET LIST

DESCRIPTION	SHEET
C1.1 PROPERTY PLAN	1
C1.2 EXISTING SITE PLAN	2
C2.1 PROPOSED SITE & GRADING PLAN	3
C3.1 UTILITY PLAN	4



CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE - STOP CALL
PA ONE CALL SYSTEM, INC.
SERIAL NUMBERS: 2020__
LOCATION:
CALL DATES:
CALL 1-800-242-1776 CALL TYPE: DESIGN

No	Date	Description	REVISIONS

ENGINEER:
Boles, Smyth Associates Inc.
Consulting Civil Engineers
2400 Chestnut Street - Philadelphia PA, 19103
215-561-2644 (P) - 215-561-0501 (F)

OWNER/DEVELOPER:
Sisters of the Redeemer
1600 Huntingdon Pike
Meadowbrook, PA 19046

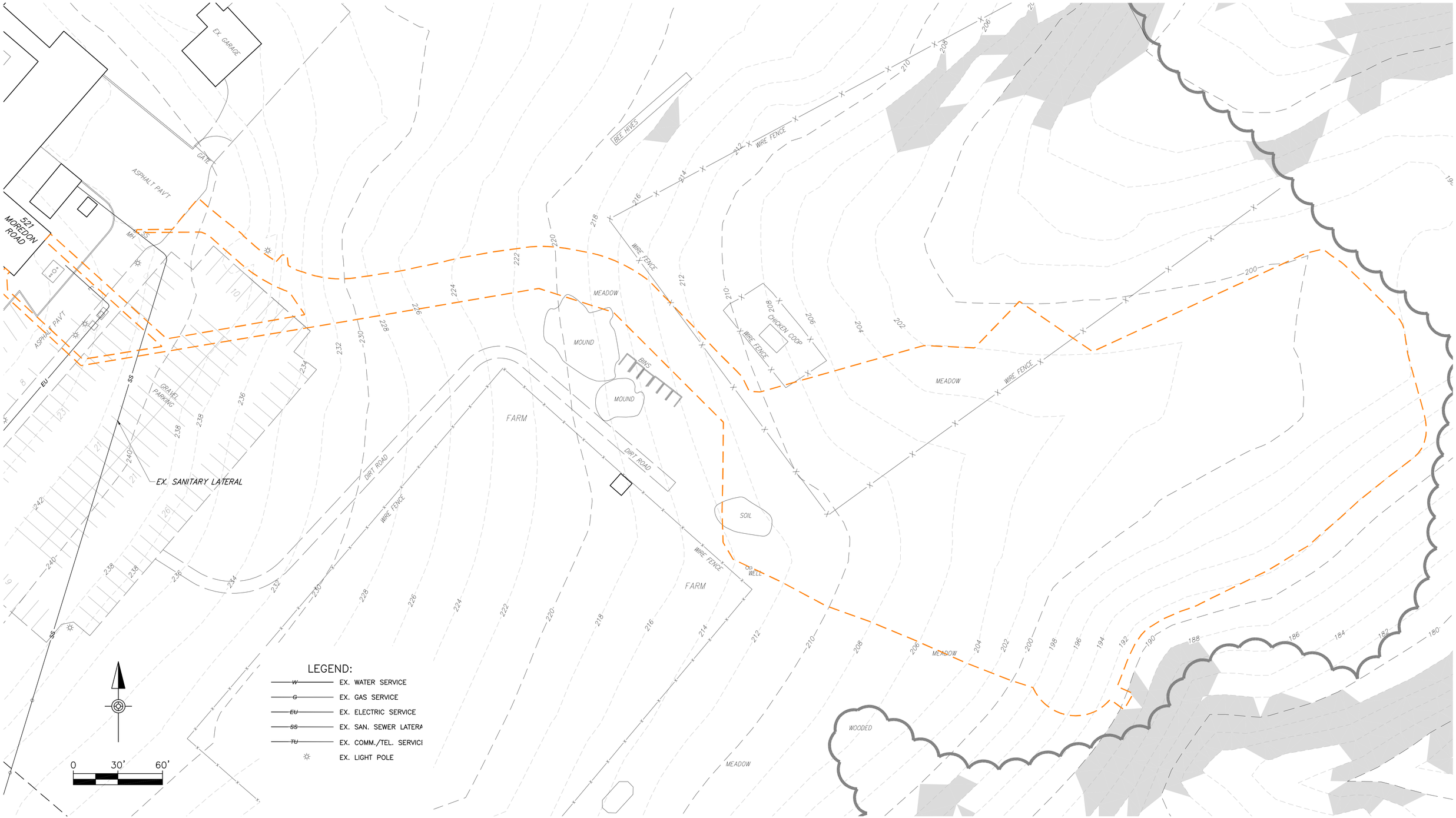
PROJECT:
BARN FOR REDEEMER VALLEY FARM

PROJECT ADDRESS:
521 Moredon Road
Huntingdon Valley, PA 19006

SHEET:
PROPERTY PLAN

Project No.: 78.02
Date: 01-29-2021 Scale: As Noted
Drawn by: CH Checked: TFB

Dwg No. C1.1



File: Barn_C1.1_Existing_Site.dwg Plotted: 1/29/21 at 1:22pm By: tfboles

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PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE – STOP CALL
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CALL 1-800-242-1776
SERIAL NUMBERS: 2020___
LOCATION:
CALL DATES:
CALL TYPE: DESIGN

No	Date	Description
		REVISIONS

ENGINEER:
Boles, Smyth Associates Inc.
Consulting Civil Engineers
2400 Chestnut Street - Philadelphia PA, 19103
215-561-2644 (P) - 215-561-0501 (F)

OWNER/DEVELOPER:
Sisters of the Redeemer
1600 Huntingdon Pike
Meadowbrook, PA 19046

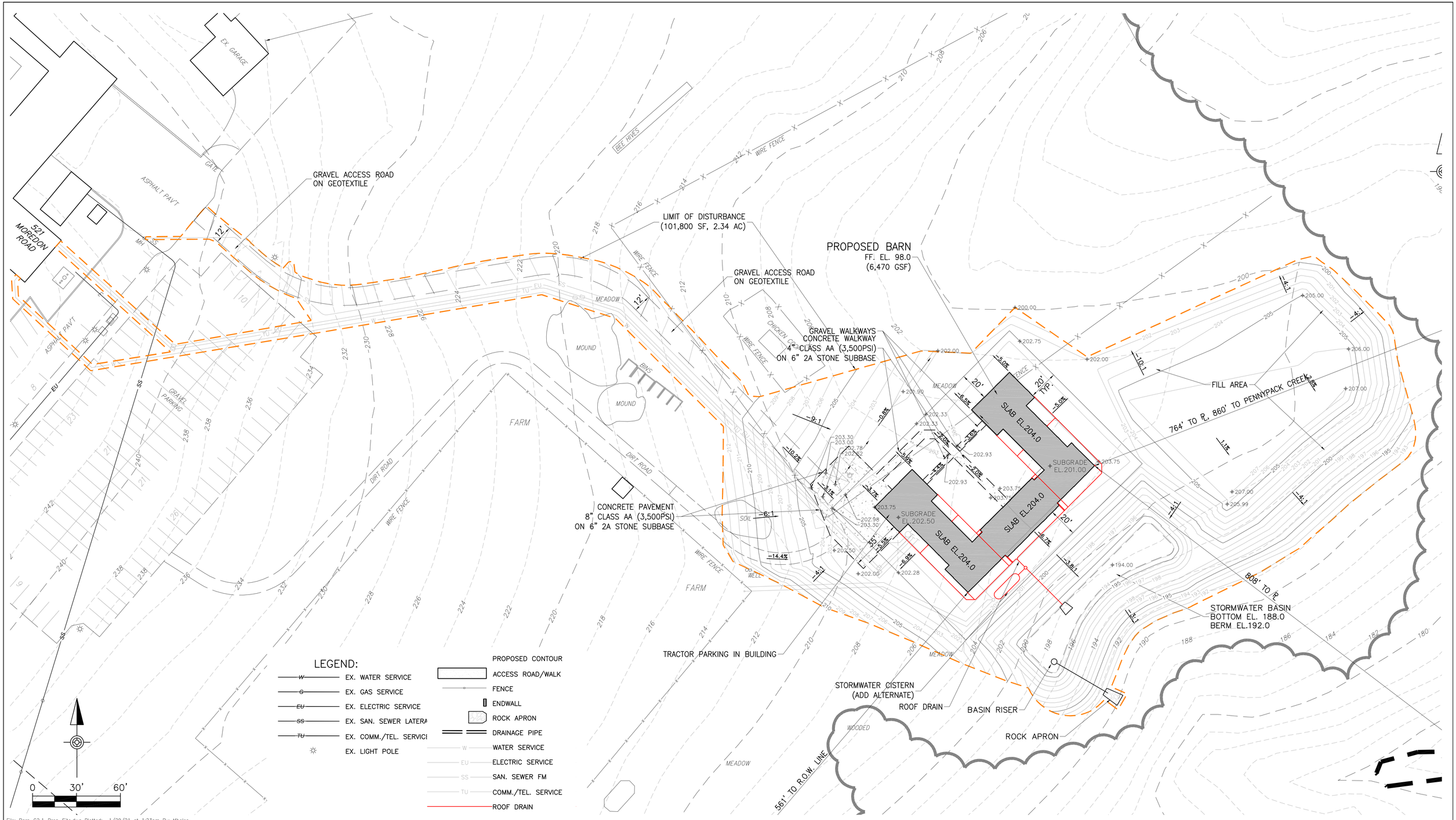
PROJECT:
BARN FOR REDEEMER
VALLEY FARM

PROJECT ADDRESS:
521 Moredon Road
Huntingdon Valley, PA 19006

SHEET:
EXISTING SITE PLAN

Project No.: 78.02
Date: 01-29-2021
Scale: As Noted
Drawn by: CH
Checked: TFB

Dwg No.
C1.2



LEGEND:

- EX. WATER SERVICE
- EX. GAS SERVICE
- EX. ELECTRIC SERVICE
- EX. SAN. SEWER LATERA
- EX. COMM./TEL. SERVICI
- EX. LIGHT POLE
- PROPOSED CONTOUR
- ACCESS ROAD/WALK
- FENCE
- ENDWALL
- ROCK APRON
- DRAINAGE PIPE
- WATER SERVICE
- ELECTRIC SERVICE
- SAN. SEWER FM
- COMM./TEL. SERVICE
- ROOF DRAIN

File: Barn_C2.1_Prop_Site.dwg Plotted: 1/29/21 at 1:23pm By: tfboles

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PA ONE CALL SYSTEM, INC.
SERIAL NUMBERS: 2020___
LOCATION:
CALL DATES:
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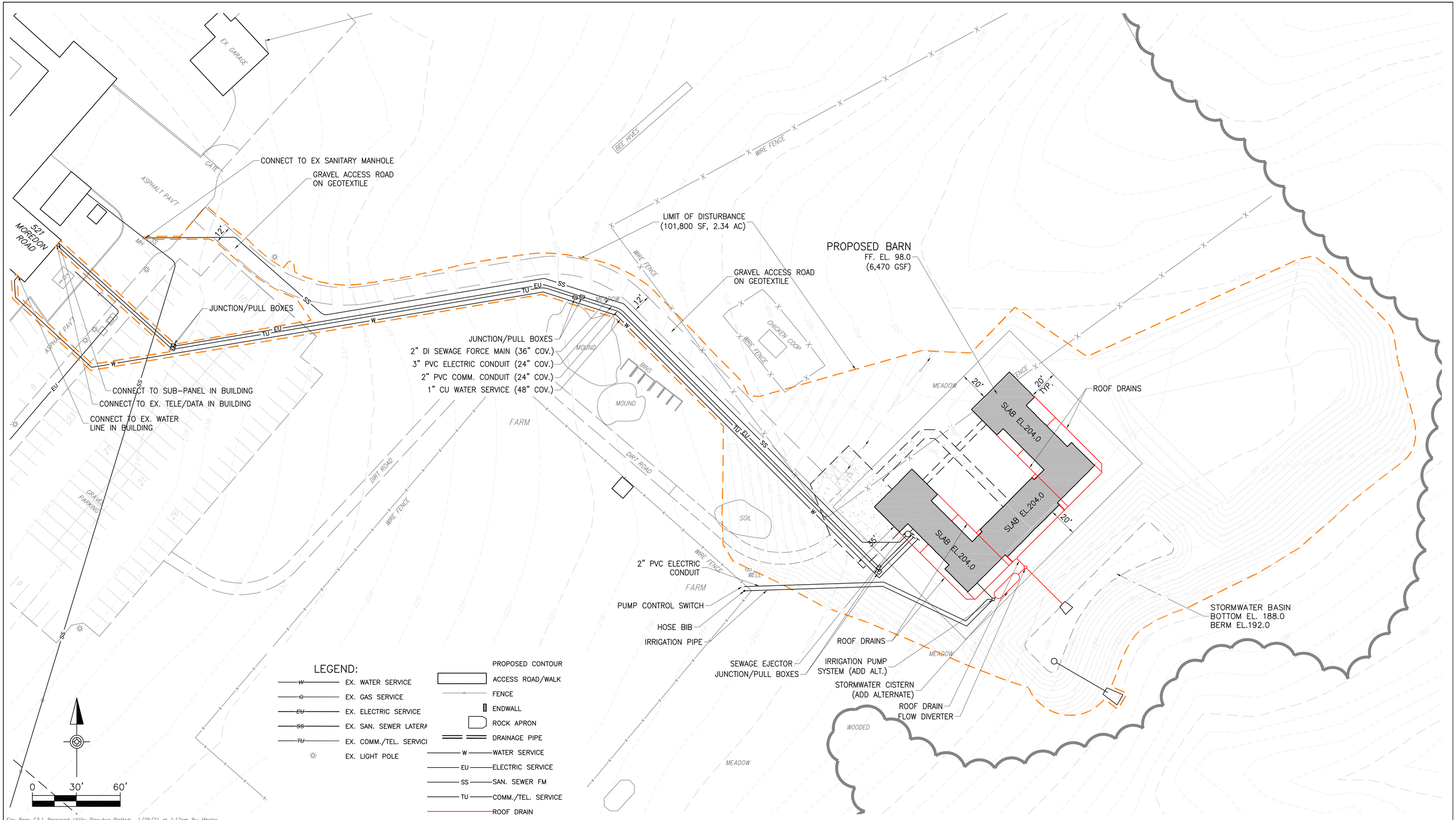
PROJECT:
BARN FOR REDEEMER
VALLEY FARM

PROJECT ADDRESS:
521 Moredon Road
Huntingdon Valley, PA 19006

SHEET:
PROPOSED SITE & GRADING PLAN

Project No.: 78.02
Date: 01-29-2021
Scale: As Noted
Drawn by: CH
Checked: TFB

Dwg No.
C2.1



File: Barn_C3.1_Proposed_Utility_Plan.dwg Plotted: 1/29/21 at 1:17pm By: tfboles

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LOCATION:
CALL DATES:
CALL TYPE: DESIGN
CALL 1-800-242-1776

No	Date	Description
		REVISIONS

ENGINEER:
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OWNER/DEVELOPER:
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1600 Huntingdon Pike
Meadowbrook, PA 19046

PROJECT:
BARN FOR REDEEMER VALLEY FARM

PROJECT ADDRESS:
521 Moredon Road
Huntingdon Valley, PA 19006

SHEET:
UTILITY PLAN

Project No.: 78.02
Date: 01-29-2021
Scale: As Noted
Drawn by: CH
Checked: TFB

Dwg No.
C3.1

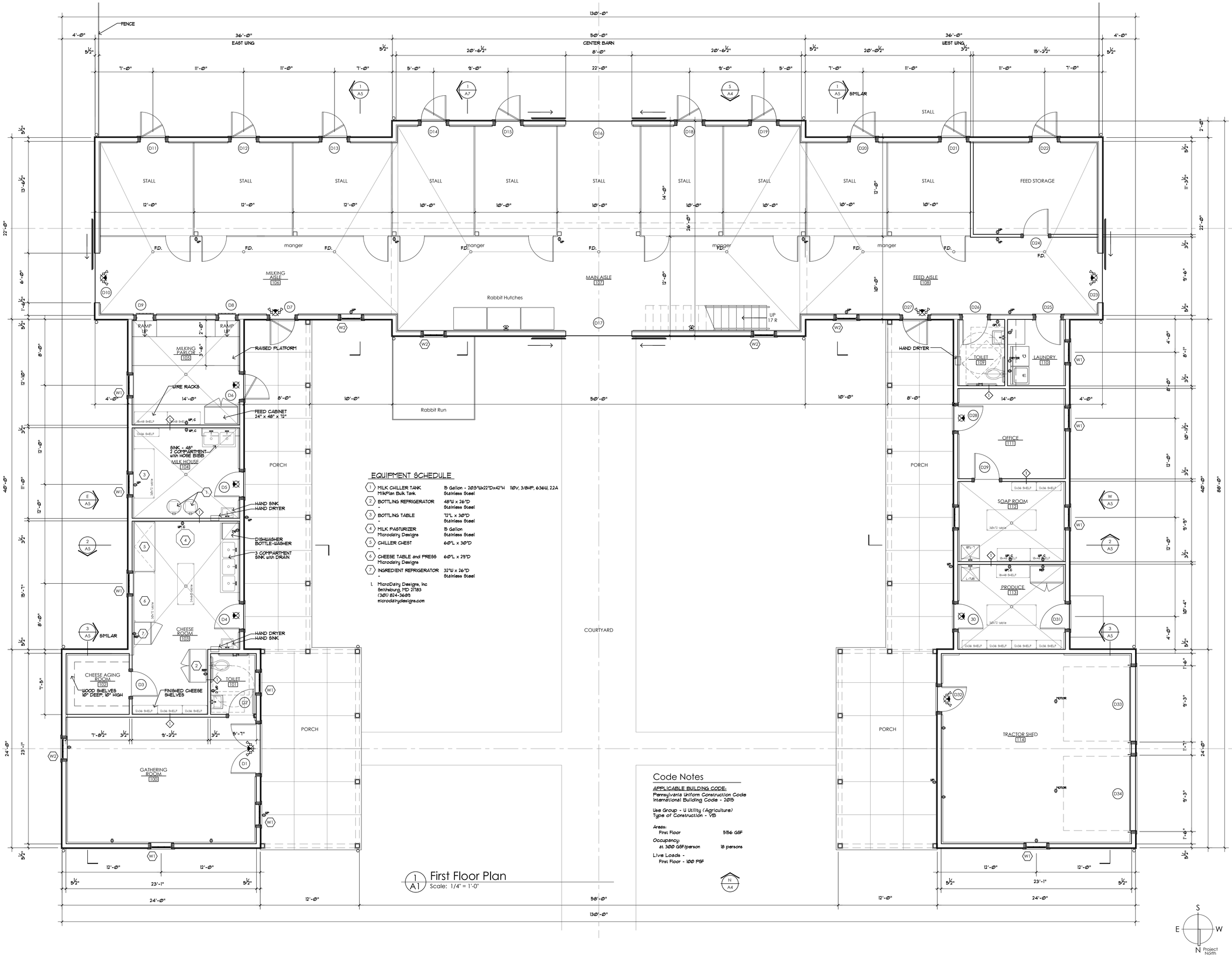
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pickellarchitecture.com

Christopher Pickell, AIA
NJ: AI 10409
NY: 027694-1
PA: RA 015382-B

Redeemer Valley Farm Barn
Sisters of the Redeemer

521 Moredon Raod
Huntingdon Valley, Pennsylvania 19006

Block: - -
Lot: - -


FENCE
4'-Ø"
36'-Ø"
EAST WING
50'-Ø"
CENTER BARN
36'-Ø"
WEST WING
4'-Ø"
130'-Ø"
5½"
7'-Ø"
11'-Ø"
11'-Ø"
7'-Ø"
5'-Ø"
9'-Ø"
22'-Ø"
9'-Ø"
5'-Ø"
7'-Ø"
11'-Ø"
11'-Ø"
7'-Ø"
20'-6½"
8'-Ø"
20'-6½"
20'-6½"
15'-2½"
3½"
1 A5
1 A7
S A4
1 A5 SIMILAR
STALL
STALL
STALL
STALL
STALL
STALL
STALL
STALL
STALL
STALL
STALL
FEED STORAGE
12'-Ø"
10'-Ø"
14'-Ø"
26'-Ø"
12'-Ø"
D11
D12
D13
D14
D15
D16
D18
D19
D20
D21
D22
D24
D23
F.D.
manger
MILKING AISLE 106
MAIN AISLE 107
FEED AISLE 108
Rabbit Hutches
Rabbit Run
D10
D9
D8
D7
D17
D27
D26
D25
RAMP UP
MILKING PARLOR 105
RAISED PLATFORM
WIRE RACKS
FEED CABINET 24" x 48" x 72"
W1
W2
D6
D28
D29
HAND DRYER
TOILET 109
LAUNDRY 110
OFFICE 111
SOAP ROOM 112
PRODUCE 113
SINK - 48" 2 COMPARTMENT with HOSE BIBB
MILK HOUSE 104
HAND SINK
HAND DRYER
DISHWASHER BOTTLE-WASHER
3 COMPARTMENT SINK with DRAIN
CHEESE ROOM 103
HAND DRYER
HAND SINK
CHEESE AGING ROOM 102
WOOD SHELVES 10" DEEP, 10" HIGH
FINISHED CHEESE SHELVES
TOILET 101
GATHERING ROOM 100
PORCH
COURTYARD
TRACTOR SHED 114
D1
D2
D3
D4
D5
D30
D31
D32
D33
D34
E A5
2 A5
3 A5
W A5
30
MOTOR
40'-Ø"
11'-Ø"
15'-7"
8'-Ø"
7'-5"
24'-Ø"
23'-1"
88'-Ø"
11'-6"
9'-3"
1'-7"
1'-6"
8'-1"
10'-11½"
10'-4"
5½"
3½"
9'-6"
2'-Ø"
11'-3½"
22'-Ø"
6'-Ø"
1'-4½"
13'-6½"
5'-Ø"
2'-Ø"
12'-Ø"
12'-Ø"
12

Structural Specifications - Outline Form

Note: Certain Sections below may not be used in this particular project:

EXCAVATION & BACKFILL - SECTION Ø2100

1. If no soils testing/geotechnical report is available to the Architect, then the Architect assumes no responsibility for any site/soils/water related problems - such as, but not limited to - surface water, subsurface water, rock, ledge, bearing capacity, backfill materials, etc.
2. Footings are designed to bear on undisturbed soil having a minimum safe bearing capacity of 15 tons per square foot. Confirm in field prior to placing footings.
3. Finish all footing excavations by hand. No footings shall be placed in water or on frozen ground. Protect footings from frost after they are placed.
4. Fill and backfill material - Clean run-of-bank material, free of deleterious organic material. Conform to the following graduation: 100% smaller than 4" sieve, max. 15% smaller than #200 sieve.
5. Do not place fill or backfill unless foundation walls are adequately braced.

CAST-IN-PLACE CONCRETE - SECTION Ø3300

1. Concrete shall attain the following compressive strengths at 28 days:

Basement walls and foundations not exposed to weather -	2500 psi
Basement slabs and interior slabs-on-grade -	2500 psi
Basement walls, foundation & other walls exposed to weather -	3000 psi
Porches, slabs and steps exposed to weather and garage floors -	3500 psi

2. Concrete exposed to the weather shall be air-entrained, 5% to 7% by volume.
3. Reinforce all slabs-on-grade with 6x6 W1.4 x W1.4 WWF, minimum.
4. Concrete work shall be designed, reinforced, placed and cured in conformance with the latest edition of the ACI Building Code.

CONCRETE MASONRY - SECTION Ø4200

1. Concrete masonry units (CMU) shall be lightweight aggregate, and shall conform to ASTM C-90.
2. Provide all masonry work in accordance with IBC or IRC and other applicable codes.
3. Mortar shall be ASTM C 270, Type M for below grade and Type M or S for above grade work.
4. Horizontal reinforcing - No. 9 gauge truss-type "Dur-O-Wall" or equal, spaced @ 16" o.c. vertically and above all lintels.
5. Provide fabricated corner sections at all corners and intersections.
6. Solid grout at cells as indicated - Type M mortar or 2500 PSI concrete in accordance with ASTM C 476, install in accordance with ACI-531 for High or low lift procedures.

STEEL FABRICATIONS - SECTION Ø5500

1. Provide structural steel shapes, tubes, pipes, bars and/or rods conforming to ASTM A-36.
2. Fabricate and erect structural steel in accordance with the latest specifications of the AISC.
3. Galvanize all structural steel exposed to the weather, shop prime all interior steel.
4. Steel pipe columns (where indicated) - 4" diameter schedule 40 steel pipe with 8"x8"x¼" steel base plate, fastened with (2) ¾" @ anchor bolts & a 6½"x10"x¾" cap plate with (4) ¾" @ lag bolts.

ROUGH CARPENTRY - SECTION Ø6100

FRAMING LUMBER (CONVENTIONAL)

1. Structural framing lumber - S4S Douglas Fir or Southern Pine No. 2 or better, as graded by WCLIB or WWPA. Fb = 1200 PSI minimum, E = 1500,000 minimum, 19 % moisture content at time of dressing.
2. Light framing members - S4S construction grade Douglas Fir or Southern Pine or better, as graded by WCLIB or WWPA, 19 % moisture content at time of dressing.
3. Boards - construction grade minimum, or as noted.
4. Comply with the recommendations of the NFoPA Manual for House Framing, NFoPA Recommended Nailing Schedule, and National Design Specification for Wood Construction.

STRUCTURAL SHEATHING

1. Provide panels rated for span, use and exposure. Comply with the recommendations of the APA Design & Construction Guide - Residential & Commercial.
2. Floor sheathing - APA sheathing, 3/4" thick T & G 48/24 span rating, APA "Sturd-I-Floor" or equal. Glue and screw sheathing to floor joists (glue and nail to I-joists).
3. Wall sheathing - APA sheathing CDX Exposure 1, or OSB structural panels - 1/2" thick.
4. Roof sheathing - APA sheathing, C-D Exterior, 5/8" thick. Fasten with 8d galvanized nails.

ENGINEERED WOOD PRODUCTS

1. Wood I-Joists - Provide engineered wood I-Joists, sizes and series as shown, as manufactured by Georgia-Pacific, Trus-Joist, Boise-Cascade, or approved equal. Install in strict compliance with the manufacturer's standard recommendations and details, including construction bracing, minimum bearing lengths, web stiffeners, squash blocks, blocking, knockouts and holes, etc.
2. Rim boards - Provide continuous 1¼" thick rim boards, "Timberstrand LSL" as manufactured by Trus-Joist, or approved equal. Install in compliance with the manufacturer's recommendations at the perimeter of all floor platforms.
3. Engineered beams - Provide engineered beams, sizes as shown, "Microlam" LVL or "Parallam" PSL as manufactured by Trus-Joist, or approved equal. Install in strict compliance with the manufacturer's standard recommendations and details.

FASTENING

1. Fastening Schedule - Comply with the most restrictive of either the manufacturer's recommended fastening schedules, or with the most current IRC or IBC fastening schedules.
2. Provide metal fastening components where indicated, as manufactured by Simpson Strong-Tie, or approved fasteners with equivalent structural loading capacities.
3. Provide G90 min. galvanized steel fasteners at all preservative treated wood.

PRESERVATIVE TREATED WOOD

1. Provide preservative treated lumber at all sill plates, at all lumber in contact with concrete or masonry, and at all exterior decks or as otherwise noted.
2. Provide arsenic- and chromium-free treatments, produced in accordance with ACQ Preserve Standard ACQ-'04 and AWPA Standards C1, C2, C9 & C18.

Wood Header Schedule

ROUGH OPENING WIDTH:	HEADER: For 2x4 stud wall:	For 2x6 stud wall:	
Up to 3'-0" W	(2) 2x6	(3) 2x6	(1) jack stud each end
3'-1" W - 4'-0" W	(2) 2x8	(3) 2x8	(1) jack stud each end
4'-1" W - 6'-0" W	(2) 2x10	(3) 2x10	(2) jack studs each end
6'-1" W - 8'-0" W	(2) 2x12	(3) 2x12	(2) jack studs each end
Over 8'-1" W	SEE PLAN	SEE PLAN	

Floor Loading Schedule

DEAD LOAD:		
HARDWOOD ¾" /TILE FLOORING	3.0	PSF
PLYWOOD SUBFLOOR - ¾"	2.5	PSF
FLOOR JOISTS - 2x10 @ 16" oc	2.4	PSF
GYPSUM BOARD - ½"	2.0	PSF
BATT INSULATION	1.0	PSF
MISCELLANEOUS	0.5	PSF
TOTAL DEAD LOAD	12. 0	PSF
LIVE LOAD:		
SLEEPING ROOMS	30. 0	PSF
ALL OTHER ROOMS	40. 0	PSF

LATERAL LIVE LOAD:

PARTITIONS	5. 0	PSF

WIND EXPOSURE CATEGORY (IRC 2015 - R301.2.4)
EXPOSURE B - URBAN & SUBURBAN, WOODED
BASIC WIND SPEED (IRC 2015 - FIGURE R301.2(4)A)
115 MPH, 3 sec PEAK GUST

Roof Loading Schedule

DEAD LOAD:		
ROOFING SHINGLES	2.5	PSF
PLYWOOD SHEATHING - ⅝"	2.0	PSF
ROOF RAFTERS - 2x10 @ 16"	2.4	PSF
MECH/ELEC.	1.0	PSF
MISCELLANEOUS	1.0	PSF
TOTAL DEAD LOAD	10. 0	PSF
LIVE LOAD:		
DESIGN LOAD	30. 0	PSF
GROUND SNOW LOAD	30. 0	PSF

Timber Frame Work

TIMBER FRAME WORK - SECTION Ø6130

1. All timber framing shall be performed under the supervision of qualified carpenters, with a minimum of 5 years of experience with traditional timber framing tools, materials and techniques.
2. Timber frame work shall follow generally accepted practices and publications, such as "Historic American Timber Joinery" by Jack A. Sobon and the "Timber Frame Joinery & Design Workbook", both published by the Timber Framers Guild.
3. Replace missing members with sound, rough saun wood of the same species and size as the original.
4. Repair damaged or deteriorated existing hand haun timber frame members with sound rough saun wood of the same species and dimensions as the original.
5. Provide multiple carriage bolts to connect new wood to original wood.
6. Provide epoxy adhesive and filler as required, take care to minimize the amount and location of epoxy repairs exposed to the interior.

TRUSS NOTES:

1. PREFABRICATED WOOD TRUSSES SHALL BE DESIGNED AND MANUFACTURED BY THE TRUSS MANUFACTURER.
2. DESIGN TRUSSES PER LATEST CODE LOADING FOR THIS LOCATION AND EXPOSURE:
   LIVE LOADS:
   DESIGN LOAD 30 P.S.F.
   GROUND SNOW LOAD (Pg) 30 P.S.F.
   Ce=1.0, I=1.0, Ct=1.0
   Pf = 0.7 x Ce x I x Ct x Pg = 21 P.S.F.
3. PRIOR TO TRUSS FABRICATION OR ERECTION, SUBMIT SHOP DRAWINGS and CALCULATIONS for REVIEW, SIGNED AND SEALED by A NEW JERSEY LICENSED P.E.
4. INSTALL TRUSSES IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN RECOMMENDATIONS. BRACE ALL TRUSSES DURING ERECTION PER THE MANUFACTURER'S WRITTEN RECOMMENDATIONS.

Foundation Plan Notes

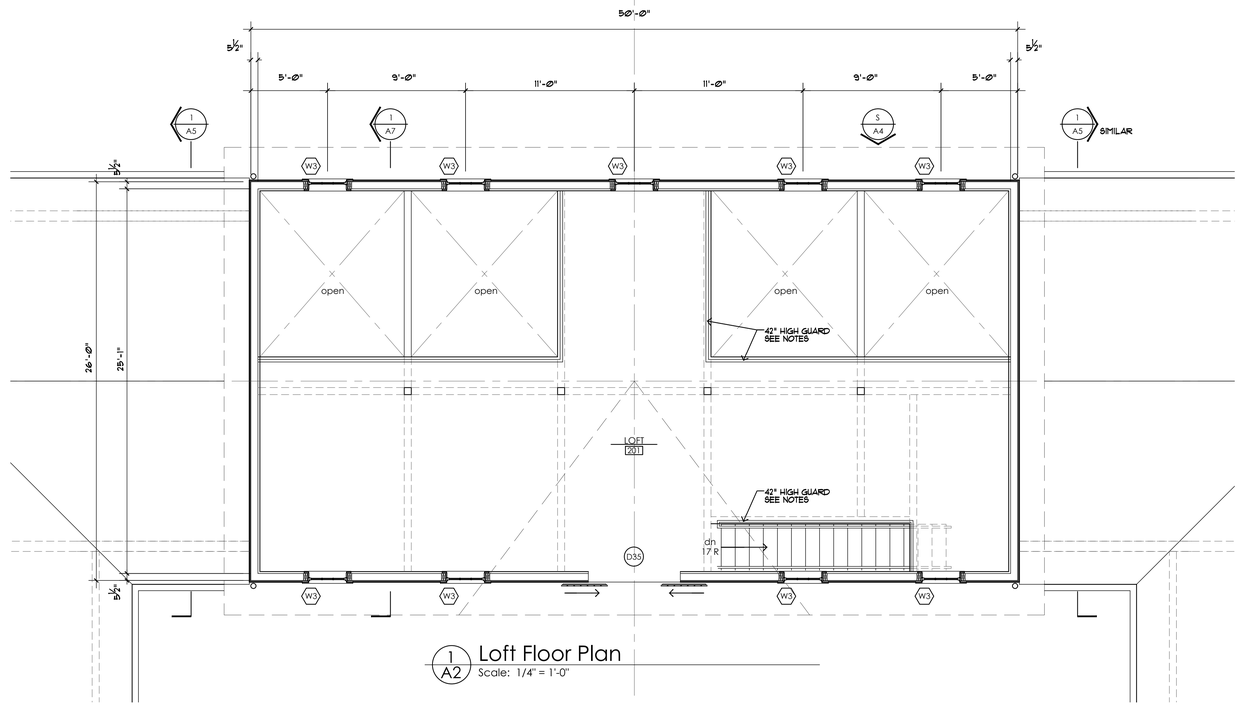
1. Site grading shall direct surface water away from the foundation wall, taking settlement into account.
2. Elevation to the bottom of all concrete footings shall be a minimum of 3'-0" below finished grade.
3. Depths of footings are shown as minimums, additional depth may be required to reach good bearing.
4. Reinforce all concrete & concrete masonry foundation and/or retaining walls (Soil more than 4'-0" higher one side than the other) as shown on the drawings. Grout masonry cores solid at reinforcing.
5. Provide horizontal joint reinforcing (9 gauge Duro-Wall) in concrete masonry walls at 1'-4" o.c. vertically minimum, and above all lintels.
6. Coordinate concrete & masonry work with the requirements of other trades, utilities and with all built-in items.
7. Provide solid concrete masonry units or grout cells solid at bearing points for all beams or point loads.
8. Provide temporary bracing of all foundation walls during back filling and compaction, unless permanent restraints, such as floor joists, are in place.
9. Anchor sill plates to the foundations with anchor bolts. Provide ½" diameter anchor bolts with 7" min. embedment in the masonry or concrete foundation wall. Grout concrete masonry cells solid at anchor bolts. Locate anchor bolts at 6'-0" on center maximum, and within 1'-0" of the ends of each plate section.

Framing Plan Notes

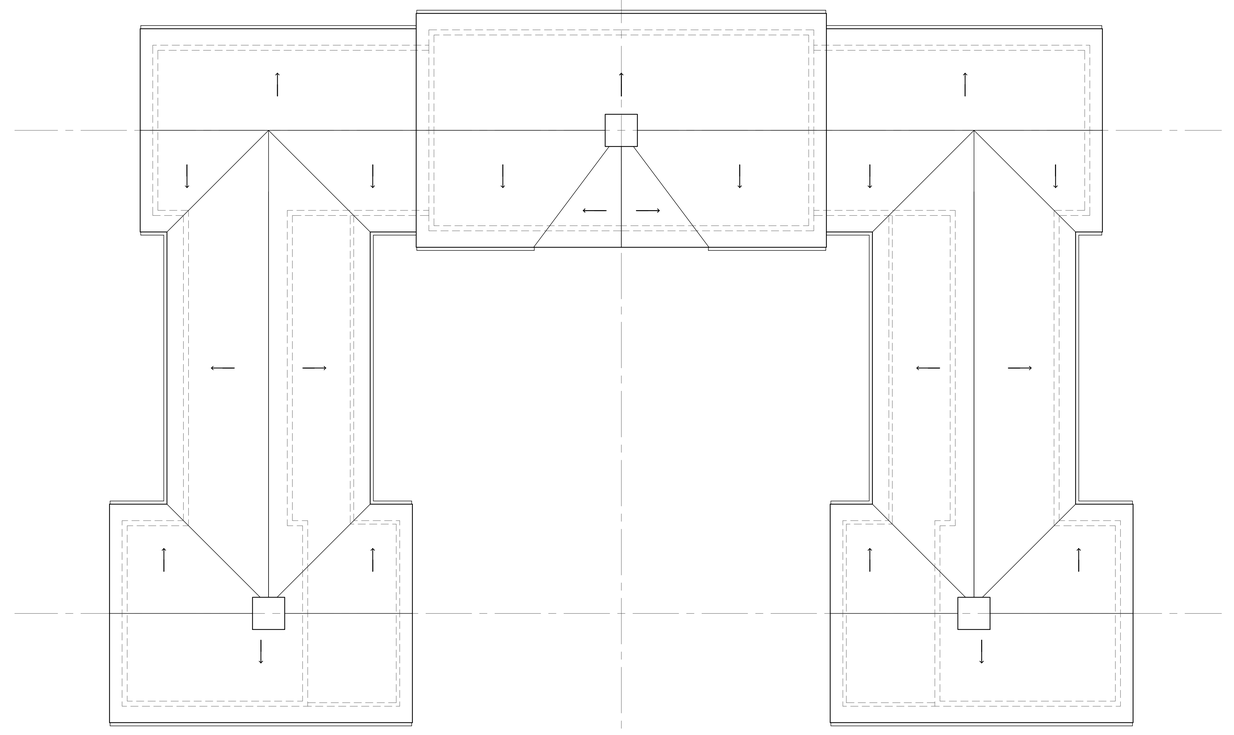
1. Refer to Basement/Foundation Details for sill plate and anchor bolt sizes and locations.
2. All conventional lumber posts shall be 6x6 solid wood or (4) 2x6's gang-nailed, unless otherwise noted.
3. Provide additional joists below all parallel partitions.
4. Provide doubled joists below all bathtubs.
5. Provide solid wood firestops at all connections between vertical and horizontal spaces, such as soffits, dropped ceilings, kneewalls etc.
6. Provide structural headers over all door and window openings per the Header Schedule.
7. Notches in 2x & 3x solid lumber joists, rafters and beams shall not exceed one-sixth the depth of the member, shall be no more than one-third the length of the member, and shall not be located in the middle third of the span. Notches at the ends of members shall not exceed one-fourth the depth of the member. The diameter of holes bored into members shall not exceed one-third the depth of the member. Holes shall not be closer than 2" to the top or bottom, or to any other hole in the member.
8. Comply with the latest edition of the AFPA "National Design Specification for Wood Construction."

Guard & Handrail Notes - IBC:

1. Provide 42 inch high guards at open-sided walking surfaces, stairs & ramps which are located more than 30 inches above the floor or grade below, where indicated on the plans.
   a. Open guards shall have balusters or ornamental patterns such that a 4 inch diameter sphere cannot pass through any opening up to a height of 34 inches.
   b. From a height of 34 inches to 42 inches above the adjacent walking surfaces, a sphere 4-3/8 inches in diameter shall not pass.
   c. The triangular openings formed by the riser, tread and bottom rail at the open side of a stairway shall be of a maximum size such that a sphere of 6 inches in diameter cannot pass through the opening.
2. Provide continuous handrails on each side of each stairway and ramp, as follows:
   a. Handrail height, measured above stair tread nosings or ramp shall be uniform, not less than 34 inches and not more than 38 inches.
   b. Handrails with a circular cross-section shall have an outside diameter of at least 1.25 inches and not greater than 2 inches. If the handrail is not circular, it shall have a perimeter dimension of at least 4 inches and not greater than 6.25 inches with a maximum cross-section dimension of 2.25 inches.
   c. Handrails shall return to a wall, guard or the walking surface or shall be continuous to the handrail of an adjacent stair flight or ramp run. At stairways where the handrails are not continuous between flights, the handrails shall extend horizontally at least 12 inches beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser.
   d. The clearance between a handrail and a wall or other surface shall be a minimum of 1.5 inches.



1 A2 Loft Floor Plan
Scale: 1/4" = 1'-0"



R A2 Roof Plan
Scale: 1/8" = 1'-0"

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Redeemer Valley Farm Barn
Sisters of the Redeemer
521 Moredon Raod
Huntingdon Valley, Pennsylvania 19006

Block: - -
Lot: - -

Issues & Revisions:
Issued for Review 8/20/20

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Loft Plan
Roof Plan
and Notes

S E W N Project North

A2

August 20, 2020
Sheet 2 of 8

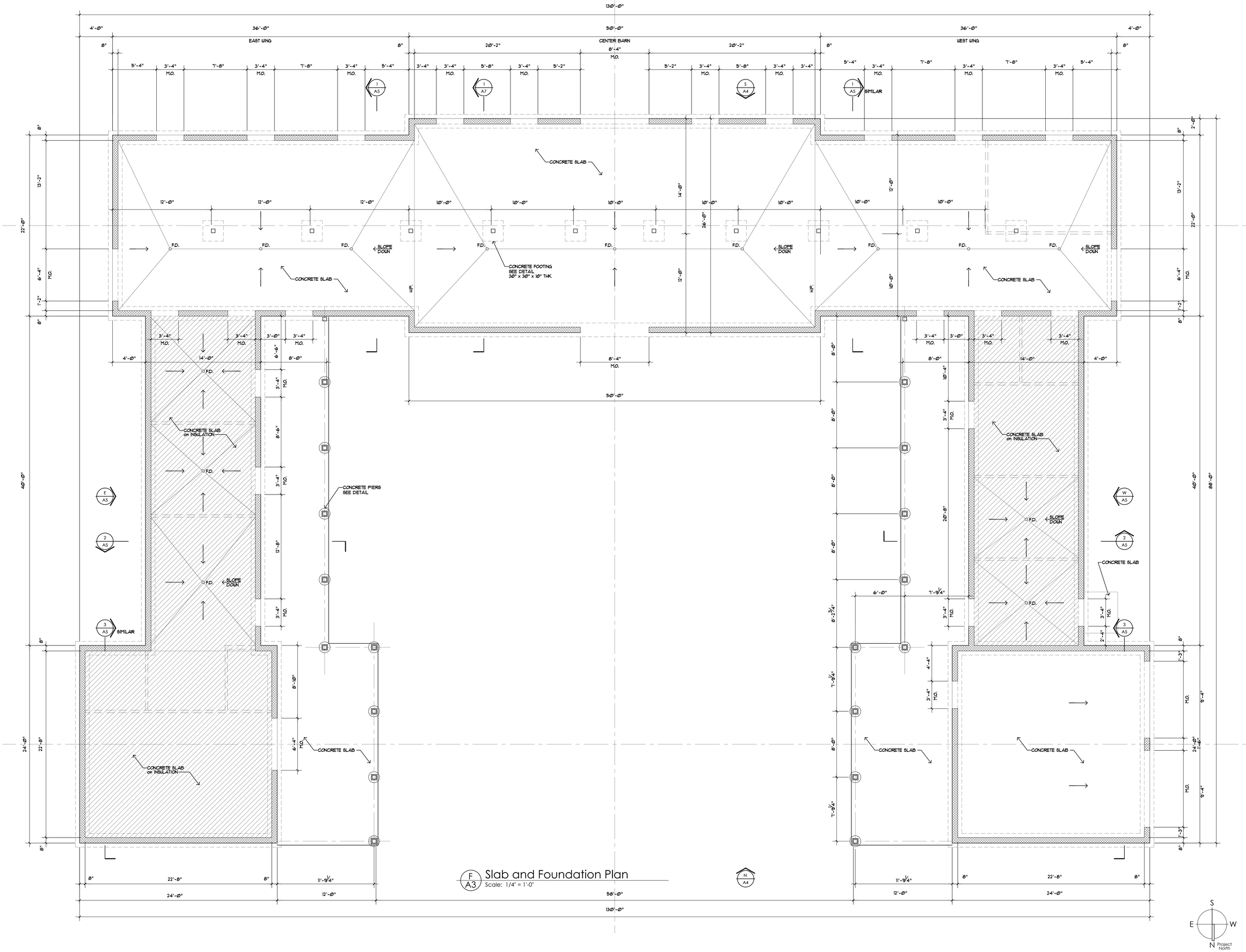
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Sisters of the Redeemer

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Block: - -
Lot: - -



F A3 Slab and Foundation Plan
Scale: 1/4" = 1'-0"

Issues & Revisions:

Issued for Review	8/20/20
-	-

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Slab and Foundation Plan

A3

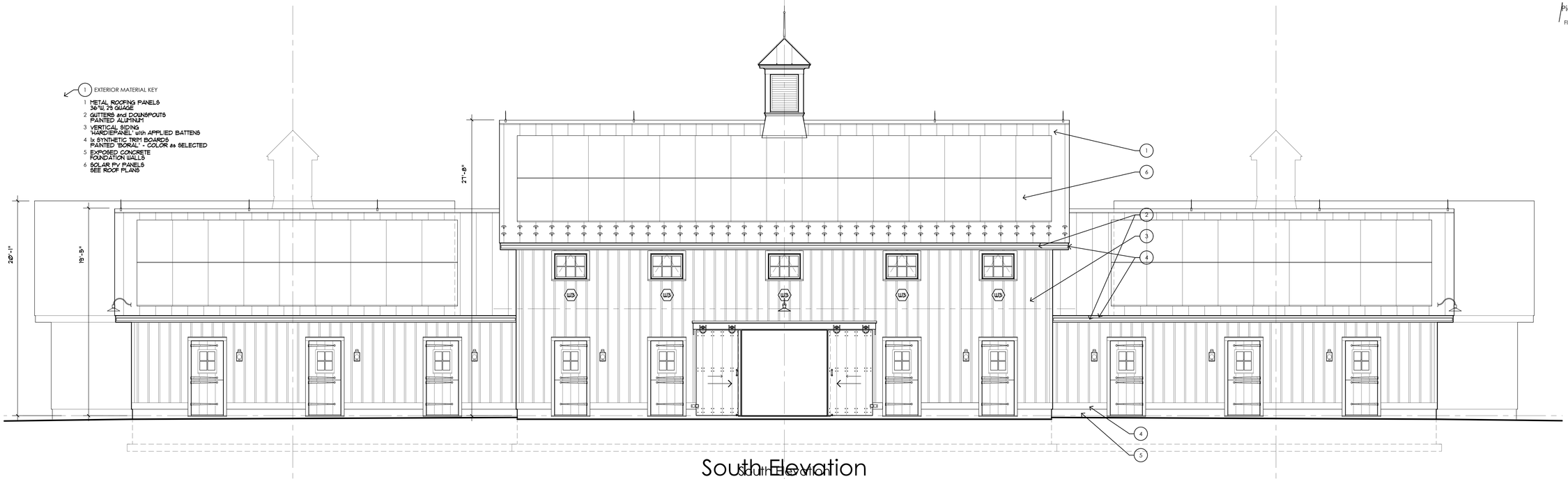
August 20, 2020
Sheet 3 of 8

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Christopher Pickell, AIA
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NY: 027694-1
PA: RA 015382-8

1 EXTERIOR MATERIAL KEY

1 METAL ROOFING PANELS
36"W, 29 GUAGE
2 GUTTERS and DOWNSPOUTS
PAINTED ALUMINUM
3 VERTICAL SIDING
'HARDIEPANEL' with APPLIED BATTENS
4 1x SYNTHETIC TRIM BOARDS
PAINTED 'BORAL' - COLOR as SELECTED
5 EXPOSED CONCRETE
FOUNDATION WALLS
6 SOLAR PV PANELS
SEE ROOF PLANS

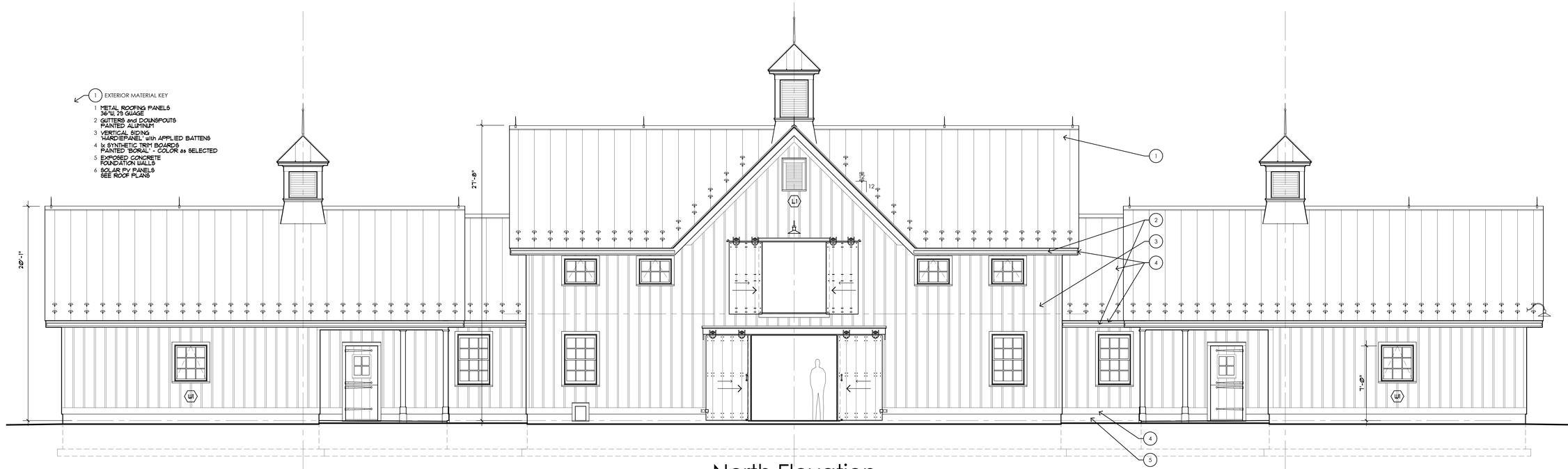


South Elevation

S A4 South Elevation
Scale: 1/4" = 1'-0"

1 EXTERIOR MATERIAL KEY

1 METAL ROOFING PANELS
36"W, 29 GUAGE
2 GUTTERS and DOWNSPOUTS
PAINTED ALUMINUM
3 VERTICAL SIDING
'HARDIEPANEL' with APPLIED BATTENS
4 1x SYNTHETIC TRIM BOARDS
PAINTED 'BORAL' - COLOR as SELECTED
5 EXPOSED CONCRETE
FOUNDATION WALLS
6 SOLAR PV PANELS
SEE ROOF PLANS



North Elevation

N A4 North Elevation - Looking into Courtyard
Scale: 1/4" = 1'-0"

Redeemer Valley Farm Barn
Sisters of the Redeemer

521 Maredon Road
Huntingdon Valley, Pennsylvania 19006

Block: - -
Lot: - -

Issues & Revisions:

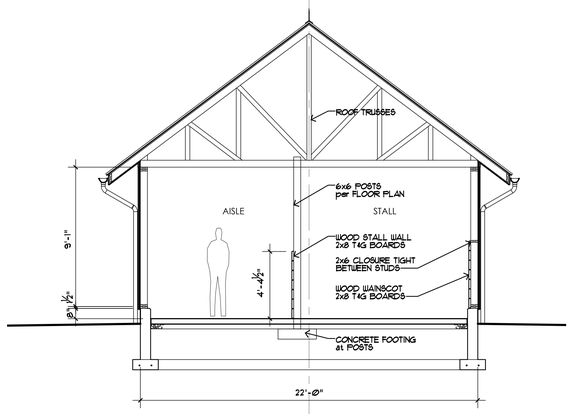
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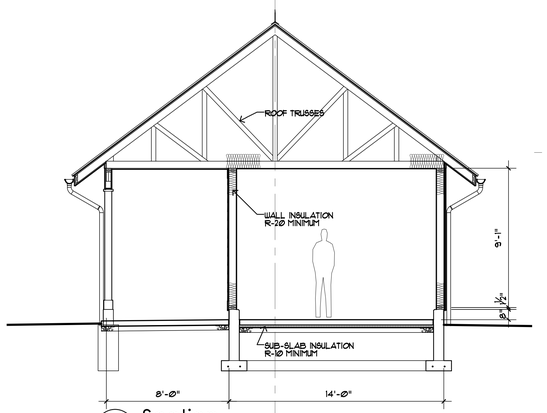
North & South Elevations

A4

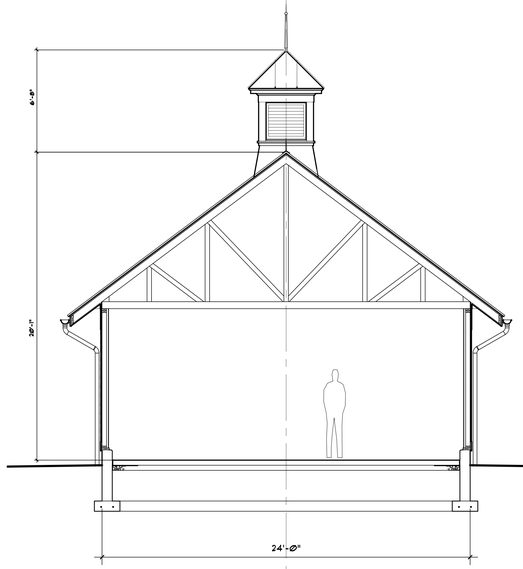
August 20, 2020
Sheet 4 of 8



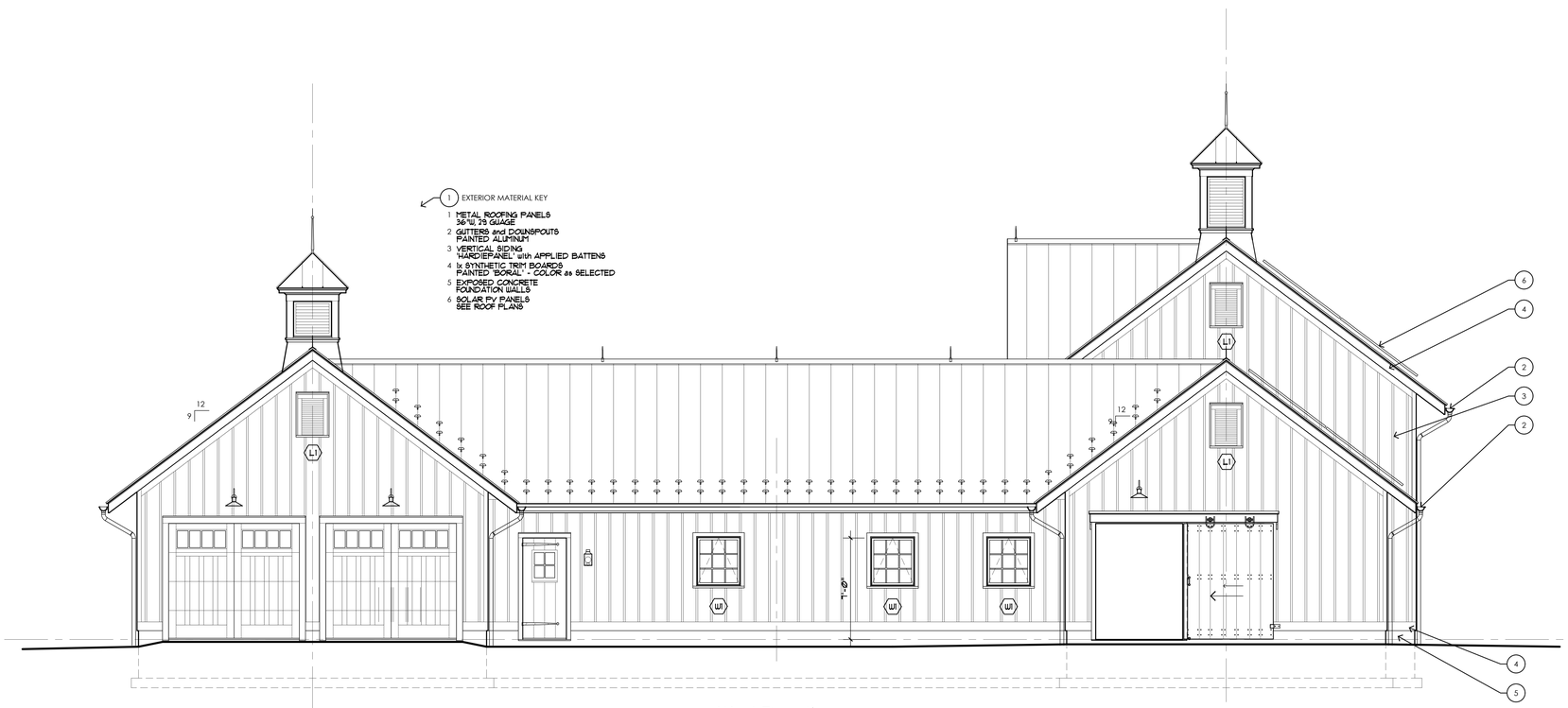
1 A5 Section
Scale: 1/4" = 1'-0"



2 A5 Section
Scale: 1/4" = 1'-0"

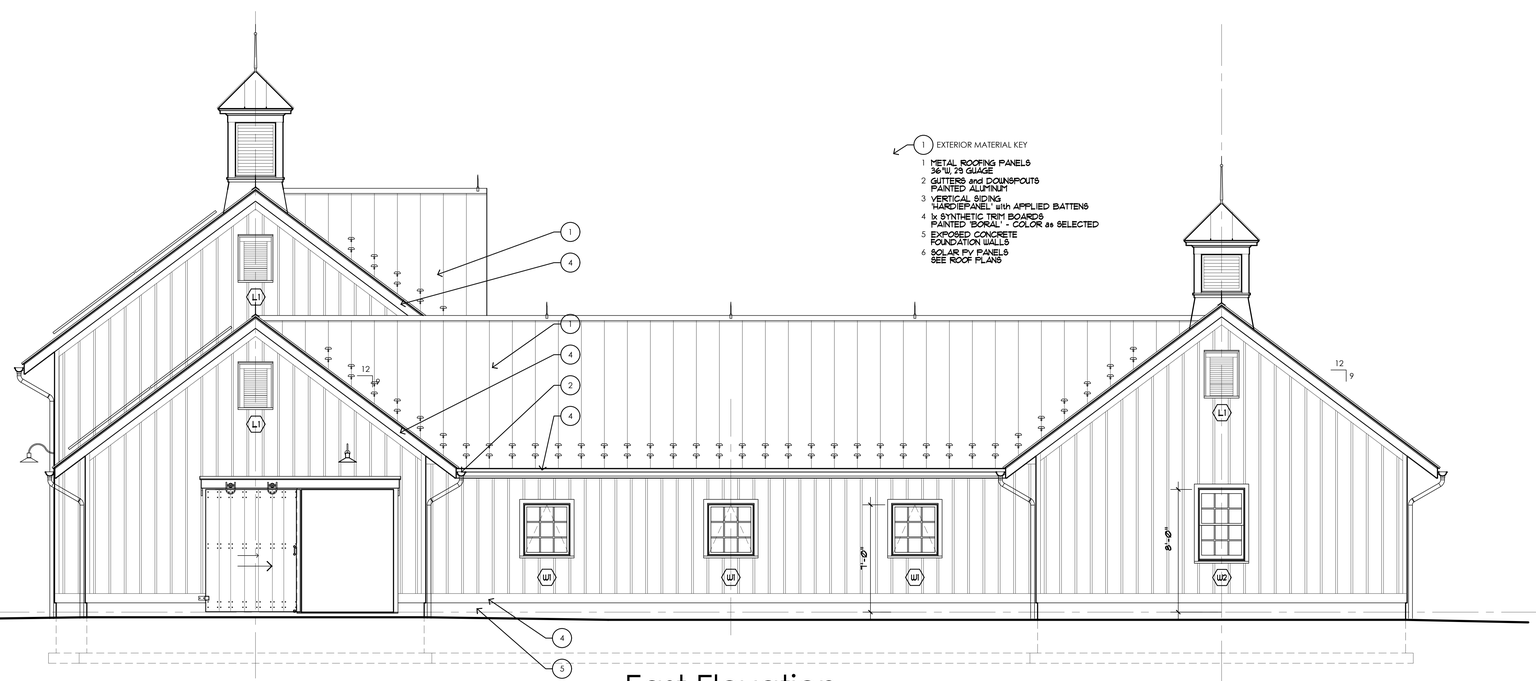


3 A5 Section
Scale: 1/4" = 1'-0"



West Elevation

W A5 West Elevation
Scale: 1/4" = 1'-0"



East Elevation

E A5 East Elevation
Scale: 1/4" = 1'-0"

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Christopher Pickell, AIA
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PA: RA 015382-B

Redeemer Valley Farm Barn
Sisters of the Redeemer

521 Maredon Road
Huntingdon Valley, Pennsylvania 19006

Block: - -
Lot: -

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East & West Elevations

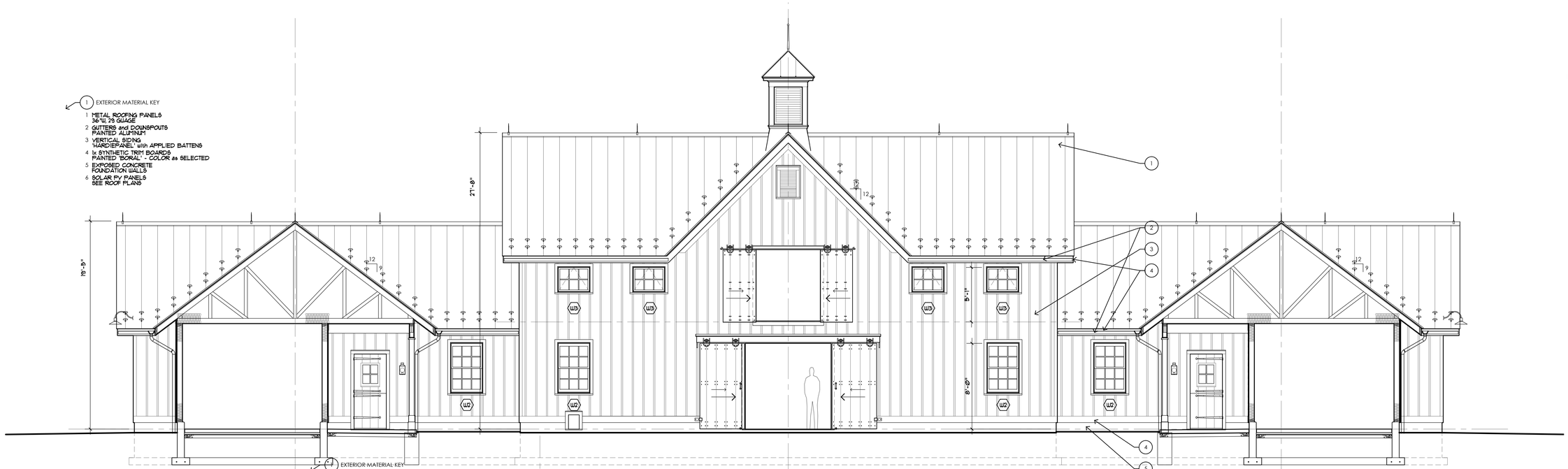
A5

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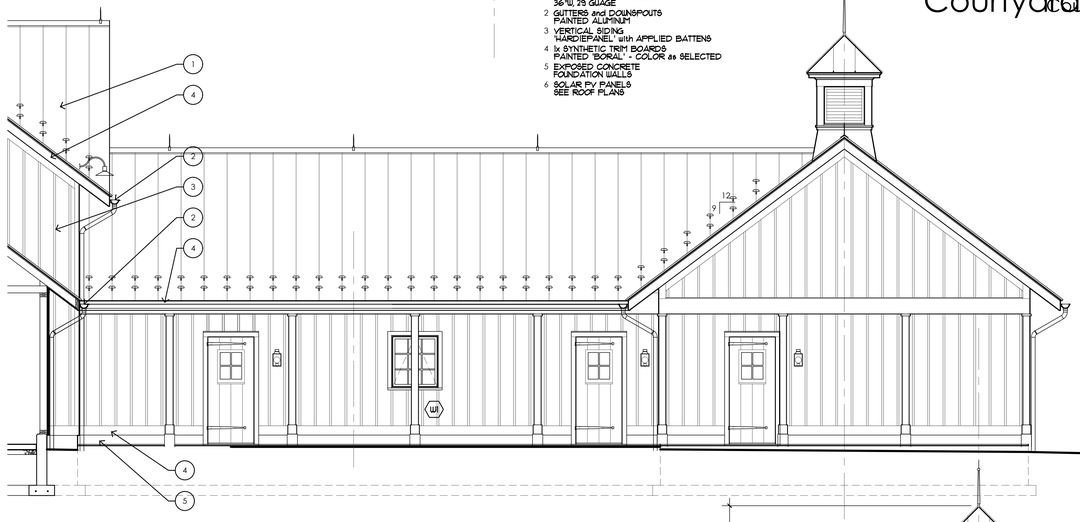
1 EXTERIOR MATERIAL KEY
1 METAL ROOFING PANELS 36"W, 29 GUAGE
2 GUTTERS and DOWNSPOUTS PAINTED ALUMINUM
3 VERTICAL SIDING 'HARDIEPANEL' with APPLIED BATTENS
4 1x SYNTHETIC TRIM BOARDS PAINTED 'BORAL' - COLOR as SELECTED
5 EXPOSED CONCRETE FOUNDATION WALLS
6 SOLAR PV PANELS SEE ROOF PLANS



Courtyard Elevation - Looking South

C1 / A6 Courtyard Elevation - Looking South
Scale: 1/4" = 1'-0"

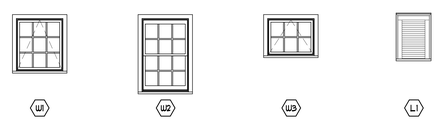
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5 EXPOSED CONCRETE FOUNDATION WALLS
6 SOLAR PV PANELS SEE ROOF PLANS



C3 / A6 Courtyard Elevation - Looking West
Scale: 1/4" = 1'-0"

WINDOW SCHEDULE

WINDOW and EXTERIOR DOOR SCHEDULE NOTES:
1. Provide standard and custom windows and doors as manufactured by Andersen Windows, Ekagort Minnesota, or Approved Equal.
2. Provide clad wood windows and doors, factory-primed and field painted.
3. Provide awning, casement and double-hung windows as scheduled.
4. Provide manufacturer's Simulated Divided Light with Exterior and Interior grilles, double-glazed window with Low E II coating and Argon.
5. Provide manufacturer's standard 7/8" wide vertical and horizontal muntins, in custom equal light patterns as shown.
6. Provide manufacturer's standard window hardware, in White finish.
7. Provide manufacturer's standard window insect screens, with white metal surrounds.
8. Provide extension jambs, coordinate depth of extension jambs with wall thicknesses.
9. Provide exterior 5/4 x 'Azek' head and jamb casings as detailed.
10. Provide custom 2" thick 'Azek' sill, extend sill horns to align with jamb casings. No exterior apron trim below sills.
11. Provide interior wood head and jamb casings as detailed.
12. Provide interior window stool and apron as detailed.
13. 'T' designates Tempered glass.
14. GC to submit window supplier's order to Architect for review prior to finalizing the window order.



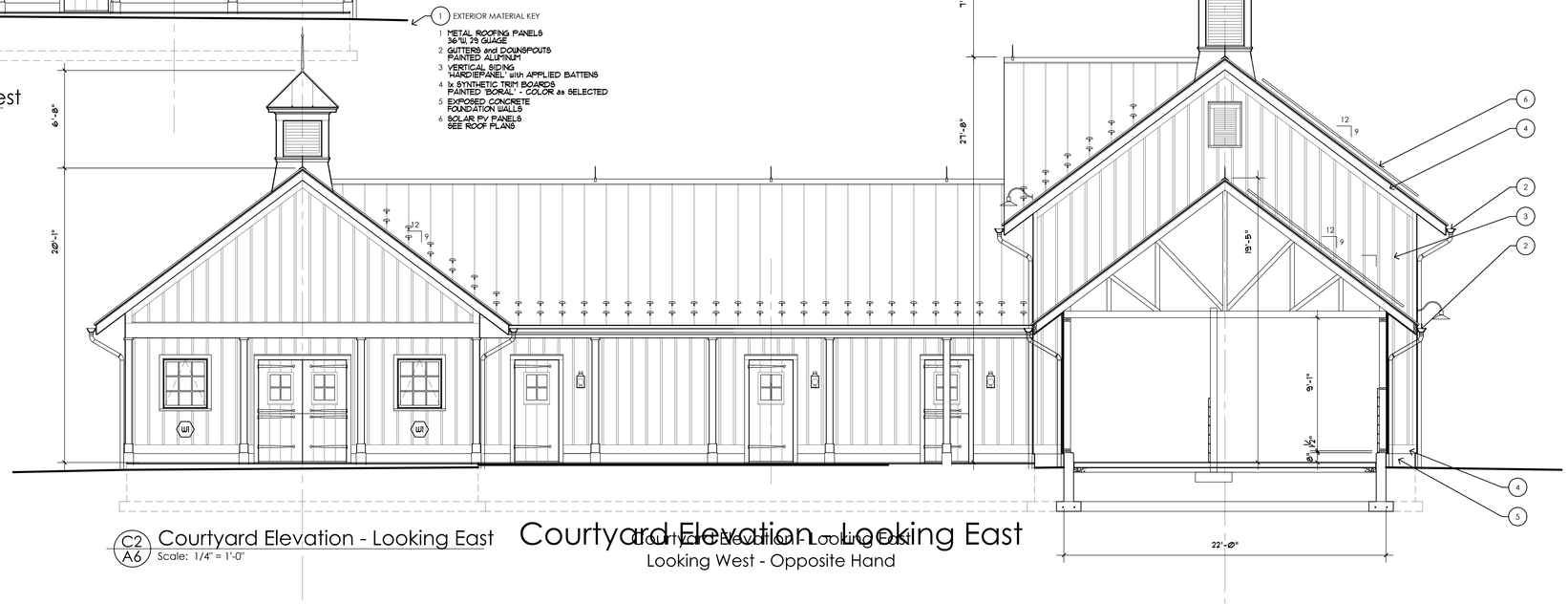
ANDERSEN '400-SERIES' AWNING
A333S
3'-0⅛" W x 3'-5¼" H r.o.
9 Equal Lights

ANDERSEN '400-SERIES' TILT-WASH DOUBLE HUNG
TW2I046
3'-0⅛" W x 4'-8⅛" H r.o.
6 over 6 Lights

ANDERSEN '400-SERIES' AWNING
AW3I
3'-0⅛" W x 2'-0⅜" H r.o.
6 Equal Lights

Louvers with Insect Screen
Painted Cedar
-
1'-6" W x 2'-6" H ±

1 EXTERIOR MATERIAL KEY
1. METAL ROOFING PANELS 36"W, 29 GUAGE
2. GUTTERS and DOWNSPOUTS PAINTED ALUMINUM
3. VERTICAL SIDING 'HARDIEPANEL' with APPLIED BATTENS
4. 1x SYNTHETIC TRIM BOARDS PAINTED 'BORAL' - COLOR as SELECTED
5. EXPOSED CONCRETE FOUNDATION WALLS
6. SOLAR PV PANELS SEE ROOF PLANS



C2 / A6 Courtyard Elevation - Looking East
Scale: 1/4" = 1'-0"

Courtyard Elevation - Looking East
Looking West - Opposite Hand

Redeemer Valley Farm Barn
Sisters of the Redeemer

521 Moredon Raod
Huntingdon Valley, Pennsylvania 19006

Block: - Lot: -

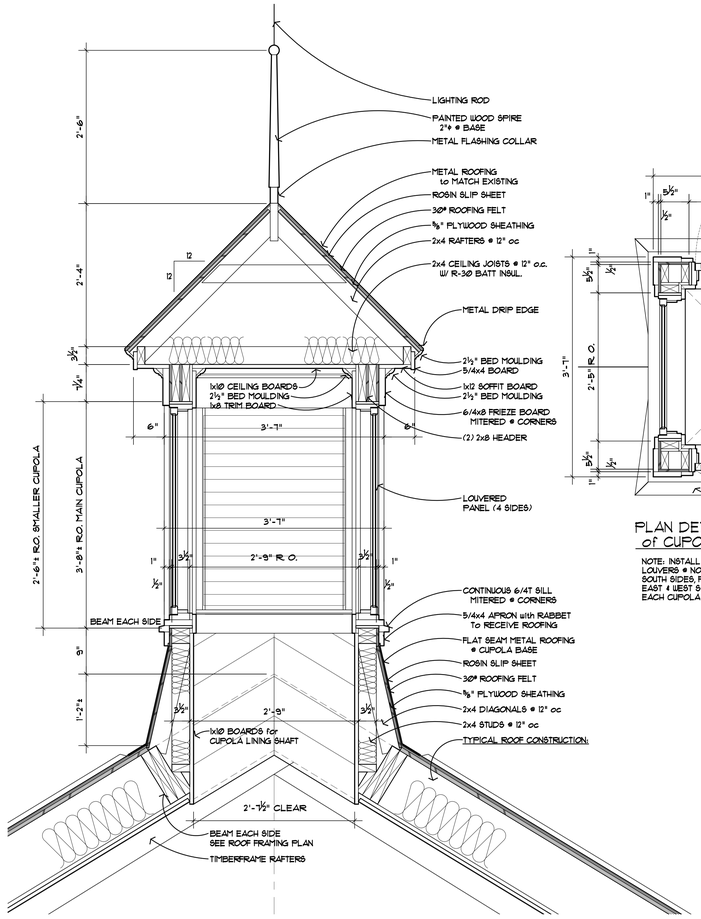
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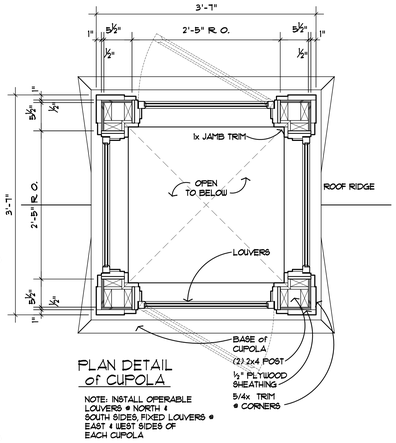
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Courtyard Elevations

A6

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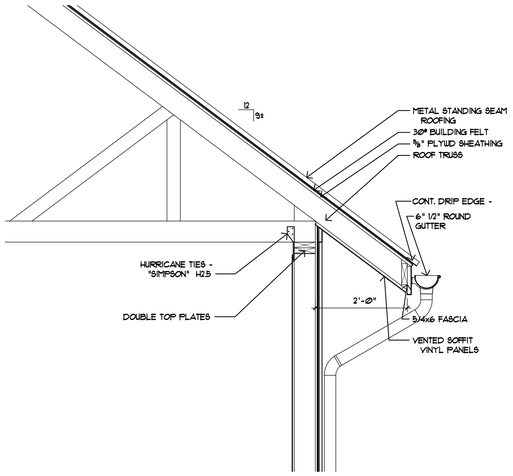




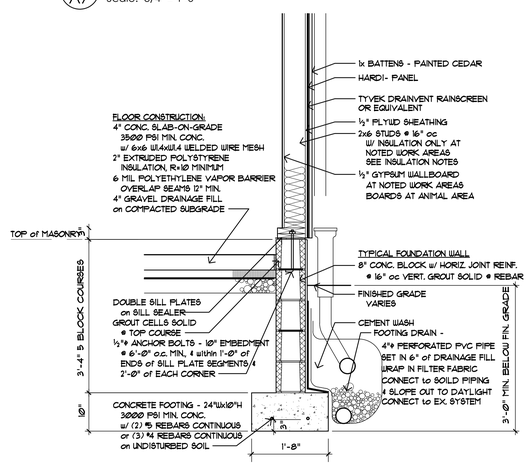
PLAN DETAIL of CUPOLA

NOTE: INSTALL OPERABLE LOUVERS @ NORTH & SOUTH SIDES, FIXED LOUVERS @ EAST & WEST SIDES OF EACH CUPOLA

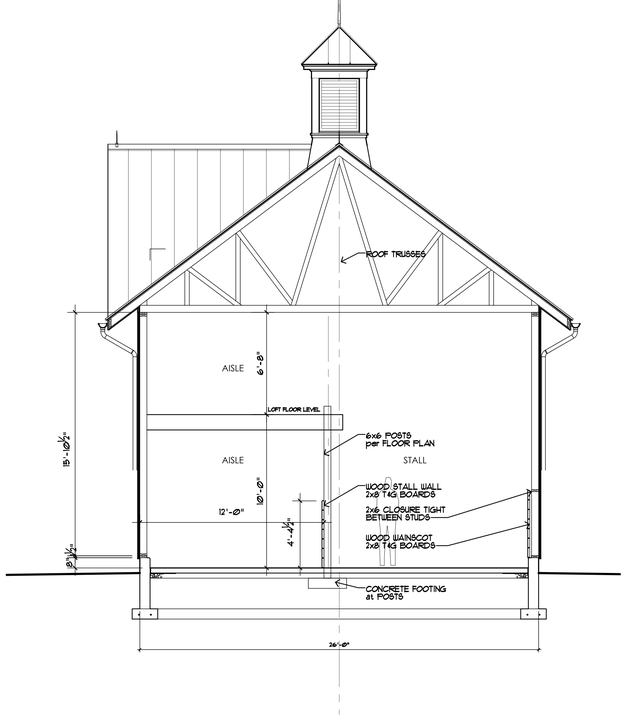
7 / A7 Cupola Detail
Scale: 1/8" = 1'-0"



6 / A7 Typical Eave Detail
Scale: 3/4" = 1'-0"



5 / A7 Typical Foundation Detail
Scale: 3/4" = 1'-0"



1 / A7 Section at Loft
Scale: 1/2" = 1'-0"

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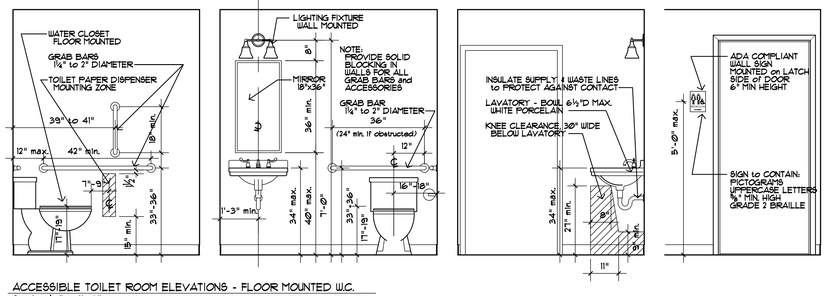
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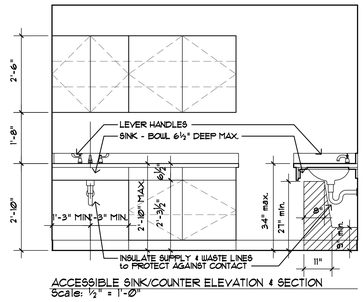
Sections and Details

A7

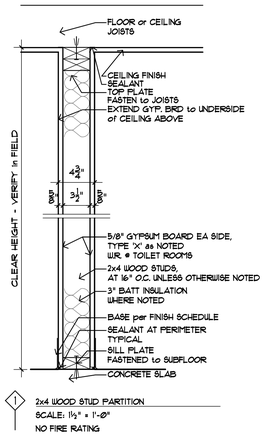
August 20, 2020
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ACCESSIBLE TOILET ROOM ELEVATIONS - FLOOR MOUNTED W.C.
Scale: ½" = 1'-0"



ACCESSIBLE SINK/COUNTER ELEVATION & SECTION
Scale: ½" = 1'-0"



1 2x4 WOOD STUD PARTITION
SCALE: 1½" = 1'-0"
NO FIRE RATING

ROOM FINISH SCHEDULE

ROOM NO.	NAME	FLOOR MATERIAL	FLOOR BASE	WALLS MATERIAL	CEILING FINISH (FOR HEIGHT SEE REFL.CLG.PLAN)	REMARKS
100	GATHERING ROOM	LVT	R	PTD GWB	PTD GWB	-
101	TOILET ROOM	LVT	R	PTD GWB	PTD GWB	SOUND BATTS
102	CHEESE AGING ROOM	EPOXY	R	SAN FIN	SAN FIN	-
103	CHEESE ROOM	EPOXY	R	SAN FIN	SAN FIN	-
104	MILK HOUSE	EPOXY	R	SAN FIN	SAN FIN	-
105	MILKING PARLOR	EPOXY	R	SAN FIN	SAN FIN	
106	EAST WING	CONC	CONC	EXP STRUCT	EXP STRUCT	WOOD WAINSCOT
107	MAIN ISLE	CONC	CONC	EXP STRUCT	EXP STRUCT	WOOD WAINSCOT
108	WEST WING	CONC	CONC	EXP STRUCT	EXP STRUCT	WOOD WAINSCOT
109	LAUNDRY	LVT	R	PTD GWB	PTD GWB	-
110	TOILET ROOM	LVT	R	PTD GWB	PTD GWB	SOUND BATTS
111	OFFICE	LVT	R	PTD GWB	PTD GWB	-
112	SOAP ROOM	CONC	R	PTD GWB	PTD GWB	-
113	PRODUCE	CONC	R	SAN FIN	SAN FIN	-
114	TRACTOR SHED	CONC	MAS	EXP STRUCT	EXP STRUCT	-
201	LOFT	FLY WD	-	EXP STRUCT	EXP STRUCT	-

FINISH SCHEDULE NOTES:

1. ACP = SUSPENDED ACOUSTICAL CEILING PANELS
   CPT = CARPET TILE
   CMU = CONCRETE MASONRY UNIT
   CONC = CONCRETE FLOOR
   GWB = GYPSUM WALLBOARD
   EX = EXISTING
   EXP = EXPOSED
   FIN = FINISH, FINISHED
   LVT = LUXURY VINYL TILE
   MAS = MASONRY
   PTD = PAINTED
   R = RESILIENT BASE - 4" HIGH
   SAN = SANITARY - 'ACROLYN' or SIMILAR
   STRUCT = STRUCTURE
   VCT = VINYL COMPOSITION TILE - 12"x12"
   WD = WOOD
2. CLOSETS RECEIVE THE SAME FINISHES AS THE ROOM.
3. ALL COLORS AS SELECTED BY OWNER/ARCHITECT.
4. PROVIDE CODE REQUIRED SIGNAGE at ALL TOILET ROOMS.
5. INTERIOR FINISH REQUIREMENTS - IBC TABLE 803.9

Use Group:	Exits:	Corridors:	Rooms:
B	Class B	Class C	Class C

Class A - Flame spread 0-25, Smoke developed 0-450
Class B - Flame spread 26-75, Smoke developed 0-450
Class C - Flame spread 76-200, Smoke developed 0-450

INTERIOR FLOOR FINISHES - IBC Section 804:

Use Group:	Exits & Corridors:	Rooms:
A, B, I-4	Class II or DOC FF-1 "Pill Test"	Class II

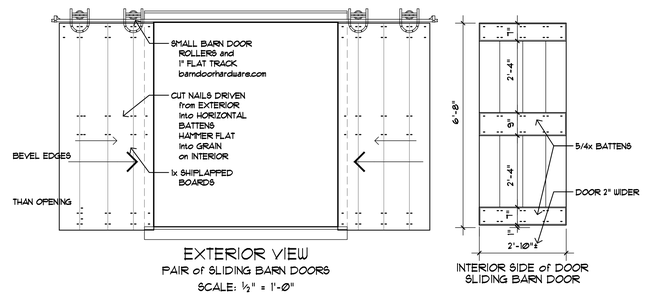
DOOR SCHEDULE

OPNG NO.	W x H x T	DOOR TYPE	DOOR MAT'L	FRAME TYPE	FRAME MAT'L	DETAILS HEAD	DETAILS JAMB	DETAILS SILL	LABEL (HOURS)	HOUR SET	REMARKS
D1	6'-0"x7'-0"x1¾"	2A	WD	F2	WD	-	-	-	Ø	-	EXTERIOR
D2	3'-0"x7'-0"x1¾"	C	WD	F1	WD	-	-	-	Ø	-	-
D3	3'-0"x7'-0"x1¾"	C	WD	F1	WD	-	-	-	Ø	-	-
D4	3'-0"x7'-0"x1¾"	A	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D5	3'-0"x7'-0"x1¾"	A	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D6	3'-0"x7'-0"x1¾"	A	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D7	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D8	2'-0"x4'-0"x1¾"	H	WD	F3	WD	-	-	-	Ø	-	UPWARD ACTING
D9	2'-0"x4'-0"x1¾"	H	WD	F3	WD	-	-	-	Ø	-	UPWARD ACTING
D10	6'-0"x7'-0"x1¾"	F	WD	F1	WD	-	-	-	Ø	-	SINGLE SLIDING BARN DOOR
D11	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D12	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D13	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D14	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D15	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D16	8'-0"x7'-0"x1¾"	D	WD	F1	WD	-	-	-	Ø	-	DOUBLE SLIDING BARN DOOR
D17	8'-0"x7'-0"x1¾"	D	WD	F1	WD	-	-	-	Ø	-	DOUBLE SLIDING BARN DOOR
D18	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D19	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D20	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D21	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D22	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR / DUTCH
D23	6'-0"x7'-0"x1¾"	F	WD	F1	WD	-	-	-	Ø	-	SINGLE SLIDING BARN DOOR
D24	3'-0"x7'-0"x1¾"	C	WD	F1	WD	-	-	-	Ø	-	-
D25	3'-0"x7'-0"x1¾"	C	WD	F1	WD	-	-	-	Ø	-	-
D26	3'-0"x7'-0"x1¾"	C	WD	F1	WD	-	-	-	Ø	-	-
D27	3'-0"x7'-0"x1¾"	B	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D28	3'-0"x7'-0"x1¾"	A	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D29	3'-0"x7'-0"x1¾"	C	WD	F1	WD	-	-	-	Ø	-	
D30	3'-0"x7'-0"x1¾"	A	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D31	3'-0"x7'-0"x1¾"	A	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D32	3'-0"x7'-0"x1¾"	A	WD	F1	WD	-	-	-	Ø	-	EXTERIOR
D33	9'-3"x7'-0"x1¾"	G	WD	F1	WD	-	-	-	Ø	-	EXTERIOR OVERHEAD
D34	9'-3"x7'-0"x1¾"	G	WD	F1	WD	-	-	-	Ø	-	EXTERIOR OVERHEAD
D35	6'-0"x7'-0"x1¾"	E	WD	F1	WD	-	-	-	Ø	-	DOUBLE BARN DOOR

ABBREVIATIONS: HM = HOLLOW METAL
SC-WD = SOLID CORE FLUSH WOOD
SR-WD = STILE & RAIL WOOD
EXTR = EXTERIOR
X = PROVIDE ELECTRIC STRIKE

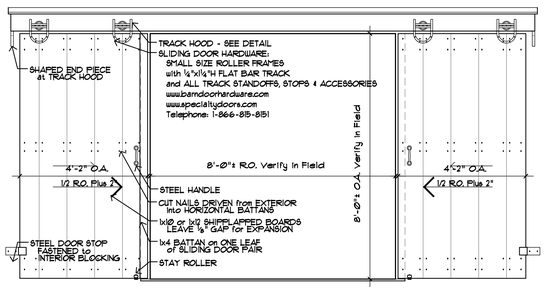
HARDWARE SETS:

1. STANDARD SINGLE DOORS
   1 LOCKSET
   1½ PAIR BUTT HINGES
   1 DOOR STOP
   SILENCERS
2. STANDARD DOOR PAIRS
   1 LOCKSET
   1 DUMMY LOCKSET
   3 PAIR BUTT HINGES
   2 DOOR STOPS
   SILENCERS
3. EXTERIOR DOOR PAIRS
   2 PANIC BAR
   AUTOMATIC DOOR OPENERS
   2 DOOR CLOSER
   3 PAIR BUTT HINGES
   2 DOOR STOP
   SILENCERS
4. CLOSET DOORS
   1 DOOR PULL
   1½ PAIR BUTT HINGES
   SILENCERS
5. TOILET ROOM DOORS
   1 PULL
   1 PUSH
   1 DOOR CLOSER
   1½ PAIR BUTT HINGES
   1 DOOR STOP
   SILENCERS
6. FIRE DOORS
   1 RATED LATCHSET
   1½ PAIR BUTT HINGES
   1 DOOR STOP
   SILENCERS
7. PASSAGE DOORS
   1 PASSAGE LATCHSET
   1½ PAIR BUTT HINGES
   1 DOOR STOP
   SILENCERS

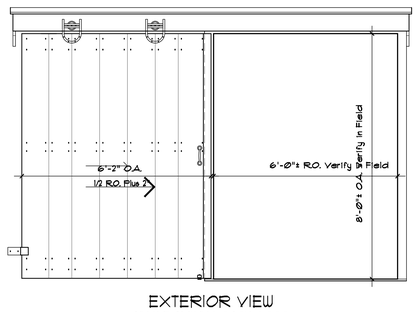


EXTERIOR VIEW
PAIR of SLIDING BARN DOORS
SCALE: ½" = 1'-0"
'E'

INTERIOR SIDE of DOOR
SLIDING BARN DOOR



EXTERIOR VIEW
PAIR of SLIDING BARN DOORS
SCALE: ½" = 1'-0"
'D'



EXTERIOR VIEW
SINGLE SLIDING BARN DOOR
SCALE: ½" = 1'-0"
'F'



'A' DOOR with LIGHT
'B' DOOR with LIGHT
'C' DOOR - 4 PANEL
'2A' DOORS with LIGHTS
'G' GARAGE DOORS with LIGHTS

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Issued for Review 8/20/20

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Schedules

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August 20, 2020
Sheet 8 of 8

APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT

PROJECT TITLE: Barn for Redeemer Valley Farm

APPLICANT NAME: Sisters of the Redeemer, c/o Jack Dempster VP Facilities/Constr.

TO BE COMPLETED BY THE TOWNSHIP
Submission Information:

Application Number: _____ Date Complete: _____

Received By: _____ 90 Day Date: _____

File Date: _____ Ward No. _____

REQUIRED MATERIAL FOR ALL SUBDIVISION/LAND DEVELOPMENT APPLICATIONS:

1. This form **MUST** be completed and submitted.
2. A Subdivision/ Land Development Application MUST include all of the items listed in the application checklist in Section V to be considered complete.
3. Incomplete application will **NOT** be placed on the Planning Commission agenda. Incomplete applications will be returned to the applicant.
4. Complete applications must be received at least 45 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard.
5. Ten (10) full size paper copies, and one (1) 11x17 reduced copy of the plans, plus three (3) copies of each report or study are to be submitted in the initial submission of the complete application. A digital copy of all submitted documents must be included with the application.

   ***It is highly encouraged to submit applications in a digital format**

I. CONTACT INFORMATION

Applicant Information

Holy Redeemer Health System, Jack Dempster
Name

521 Moredon Road, Huntingdon Valley PA 19006
Address

215-938-2022 _____
Phone Fax

jdempster@holyredeemer.com
Email Address

Property Owners Information (if different than applicant)

Sisters of the Redeemer, (Sisters of the Holy Redeemer), c/o Sr. Ellen Marvel, CSR
Name

Office: 1600 Huntingdon Pike, Meadowbrook, PA 19046
Address Project Location: 521 Moredon Road, Huntingdon Valley PA 19006

215-914-4003 _____
Phone Fax

emarvel@holyredeemer.com
Email Address

Architect/ Planner

Christopher Pickell, AIA
Name

115 Main Street Flemington, New Jersey 08822
Address

908-788-0048 _____
Phone Fax

www.pickellarchitecture.com
Email Address

Engineer/ Surveyor

Boles, Smyth Associates Inc. - Tim Boles
Name

2400 Chestnut Street Philadelphia, PA 19103
Address

Engineer/ Surveyor Cont'd	215-561-2644 Phone Fax tfboles@bolessmyth.com Email Address
Attorney	Stradley Ronon Stevens & Young, LLP, Christopher E. Cummings Name 30 Valley Stream Parkway, Malvern, PA 19355-1481 Address 610.640.5812 Phone 610.640.1965 Fax CCummings@STRADLEY.COM Email Address

II. PROJECT INFORMATION

Application Type:

☐ Minor Subdivision	☑ Minor Land Develop.	☐ Preliminary Major SD & LD
☐ Preliminary Major Subdivision	☐ Prelim. Major Land Develop.	☐ Final Major SD & LD
☐ Final Major Subdivision	☐ Final Major Land Develop.	

Full street address of the property: 521 Moredon Road

Tax Parcel No.: 30-00-22412-00-4 County Deed Book No.: 5132 Page No.: 1511

Description of Proposed Work: Accessory building (BARN) to support existing farm operations that are currently performed in the existing building.

Total Tract Acreage: 90.41 Project Acreage: 2.34

Zoning District: R1 Existing Number of Lots: 1 Proposed Number of Lots: 1

Existing Sewer Flows: Unknown Proposed Sewer Flows: No change

Proposed Land Use:

☐ Single Family Detached	☐ Single Family Attached	☐ Single Family Semi-Detached	
☐ Multi-Family	☐ Commercial	☐ Office	☐ Industrial
☑ Other (Describe): Barn to support existing farm operations			

III. REVIEW

Please complete the following section by circling a response:

- Have you met with the Zoning Officer regarding this plan? Yes (●) No ( )
- Are there known variances/any zoning relief necessary for this project?* Yes ( ) No (●)
- If YES, have you submitted an application to the Zoning Hearing Board? Yes ( ) No (●)
- Has this plan been heard by the Zoning Hearing Board? Yes ( ) No (●)

*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Township a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

It is recommended that ALL Land Development and Major Subdivision applications have a pre-submission meeting to discuss the project prior to full application submittal.

Minor Subdivision applications may request a pre-submission meeting; if one is desired.

Meetings are held the fourth Tuesday of each month beginning at 9:30 a.m. at the Township Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.

Sister Ellen Marvel — Applicant signature

1/29/2021 — Date

To schedule a pre-submission meeting, please contact the office of the Township Manager at 267-536-1003 or email tcastorina@abingtonpa.gov

IV. WAIVERS

List of Requested Waivers: Attach separate sheet if required.

Section/Requirement:	**Relief Requested:**

V. SUBMISSION

APPLICATION CHECKLIST

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Applications for the Township of Abington.

- [x] Application Form: completed and signed by the owner/applicant
- [ ] 10 (ten) copies of the proposed plan, folded to legal file size. Plan should not be smaller than 1" = 50' and not exceed a sheet size of 24"x 36"
- [ ] One (1) reduced copy of the proposed plan, no larger than 11"x17"
- [ ] Two (2) sets of tentative architectural plans for all applications proposing construction or land development
- [ ] One (1) copy of the Recreation Facilities Plan (if required by §146-40)
  N/A
- [ ] Letter of Sanitary Sewer availability from the Township Wastewater Treatment Department Two
  N/A no new sewer connections
- [ ] (2) copies of Sewage Facilities Planning Module Applications
  N/A, No new EDUs
- [ ] Letter of Water availability from AQUA PA
  N/A No new water services required.
- [ ] One (1) copy of any previous Zoning Hearing Board decisions related to the subject property
  N/A
- [x] One (1) Digital copy of all submitted documents
- [ ] Application Fee: Check made payable to the Township of Abington
- [ ] Escrow Fee: Check made payable to the Township of Abington. Separate check from application fee

VI. SIGNATURE

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct, and complete.

Sister Ellen Marvel — Signature of Applicant

1/29/2021 — Date

Signature of Property Owner (if different than applicant)

Date

THE FOLLOWING IS FOR INTERNAL USE ONLY:

PAYMENT

☐ Application Fee Amount: $_____ Check No.: #_____

☐ Review Escrow Fee Amount: $_____ Check No.: #_____

DECISION INFORMATION

Approval ☐ Denial ☐ Decision Date: _____

Comments/Conditions:

ESCROW AGREEMENT FOR PROFESSIONAL REVIEW FEES FOR SUBDIVISION/LAND DEVELOPMENT APPLICATIONS

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Township's Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Township. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or $250, whichever is greater, the Township may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed: Lester Eden Married Date: 1/29/2021
Applicant

Applicant Request for County Review

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.

MONTGOMERY COUNTY PLANNING COMMISSION
MCPC
P.O. Box 311, Norristown, PA 19404-0311
Phone: 610-278-3722
Business Hours: 8:30 A.M. to 4:15 P.M.
www.planning.montcopa.org

Date: January 29, 2021
Municipality: Abington Township

Proposal Name: Barn for Redeemer Valley Farm

Applicant Name: Sisters of the Redeemer
Address: 1600 Huntingdon Pike
City/State/Zip: Meadowbrook, PA 19046
Phone: 215-914-4003
Email: emarvel@holyredeemer.com

Applicant's Representative: Jack Dempster
Address: 521 Moredon Road
City/State/Zip: Huntingdon Valley PA 19006
Business Phone (required): 215-938-2022
Business Email (required): jdempster@holyredeemer.com

Type of Review Requested:

(Check All Appropriate Boxes)

- [x] Land Development Plan
- [ ] Subdivision Plan
- [ ] Residential Lot Line Change
- [ ] Nonresidential Lot Line Change
- [ ] Zoning Ordinance Amendment
- [ ] Zoning Map Amendment
- [ ] Subdivision Ordinance Amendment
- [ ] Curative Amendment
- [ ] Comprehensive / Other Plan
- [ ] Special Review*

**(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)*

Type of Plan:

- ○ Tentative (Sketch)
- ○ Preliminary / Final

Type of Submission:

- ◉ New Proposal
- ○ Resubmission*

** A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.*

Zoning:

Existing District: R1 low density residential
Special Exception Granted ○ Yes ◉ No
Variance Granted ○ Yes ◉ No For _____

Plan Information:

Tax Parcel Number(s) 30-00-22412-00-4

Location *(address or frontage)* _____
Nearest Cross Street Huntingdon Pike
Total Tract Area 85.66
Total Tract Area Impacted By Development 2.34

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New Lots	Number of New Units	Senior Housing Yes	Senior Housing No	Open Space Acres*	Nonresidential New Square Feet
Single-Family			☐	☐		
Townhouses/Twins			☐	☐		
Apartments			☐	☐		
Commercial						
Industrial						
Office						
Institutional	0					6,470
Other						

**Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.*

Additional Information: Construction of Barn to serve Farm operations on the site.

March 10, 2021

MEMO

To: Lucy Strackhouse, Chair – Abington Township Planning Commission
From: Abington Township Environmental Advisory Council
RE: Review of Minor Land Development – Barn for Redeemer Valley Farm
521 Moredon Road, Meadowbrook, PA 19046
Plan Set Date: January 29, 2021
EAC Review Date: March 9, 2021

Dear Chairperson Strackhouse,

The members of the Abington Township Environmental Advisory Council (EAC) have reviewed the above referenced minor land development plan and offer the following comments:

Site Summary
Owner: Sisters of the Redeemer
Zone – R1- Low Density Residential
Tract Acreage: Site Area: 85.66 Acres **Project Area**: 2.34 Acres
Existing Use –Mixed Use – Farm operations and residential
Proposed Use – 6,470 sq ft. Barn Addition (Accessory Use) to support existing farm operations. Addition of a 5,980 s.f. gravel access road and stormwater management features.
Limit of Disturbance: 2.34 Acres
Watershed – Pennypack Creek

This proposal involves the construction of a new 6,470 sq. ft. barn of timber frame construction within the redeemer valley farm area. The proposed work also includes the addition of a gravel access road. An aerial view of the location, the proposed site plan and sample architectural elevation drawings are attached.

The proposed plans indicate several sustainable practices including a Cistern for water collection and stormwater detention basin feature for building runoff – It is unclear from the plans reviewed, what type of basin system is being proposed. The EAC supports and recommends construction of a naturalized basin to help slow and filter runoff from the new barn during both small and large rain events which will enhance water quality benefits and native habitat. In addition to the rainwater collection and stormwater control measures, the building will include a series of solar panels to be placed on the roof. The EAC members fully support and welcome these sustainable features.

Based on Abington Zoning Ordinance definition of paved area and green spaces, gravel roads should be included in the impervious cover calculations. We have reached out to the Zoning officer for clarification as it could impact stormwater calculations.[i]

Thank you for considering our questions and comments.

Respectfully submitted,

Susan S. Myerov

Susan Myerov,
Member, Abington Township EAC

cc:
Richard Manfredi
Planning Commission Members
EAC Members
Abington Shade Tree Commission Members

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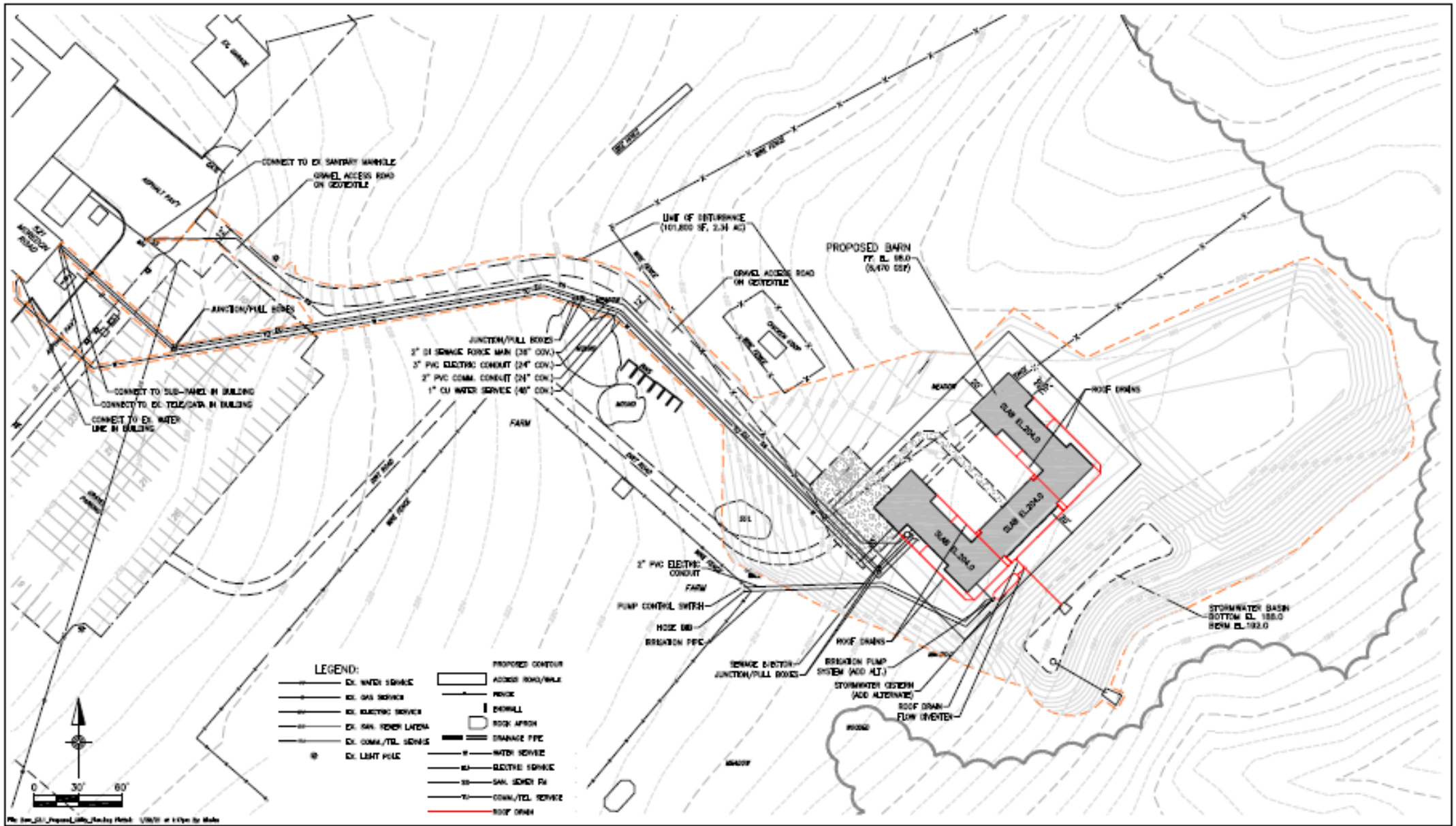
[i] Abington's Zoning Ordinance Article 2, Section 201: Specific Definitions
Green Area: The portion of a lot's surface covered **with grass or other vegetation**. Green area shall not include pervious or impervious paving, and shall be covered with vegetation on at least 80% of its surface.
Paved Area: All areas covered by **gravel and/or impervious surfaces**, other than buildings and concrete public sidewalks.

Existing Aerial View



Proposed Location





CALL BEFORE YOU DIG!

PA 1

Boles, Smyth Associates Inc.
Consulting Civil Engineers
2400 Chestnut Street - Philadelphia PA, 19103

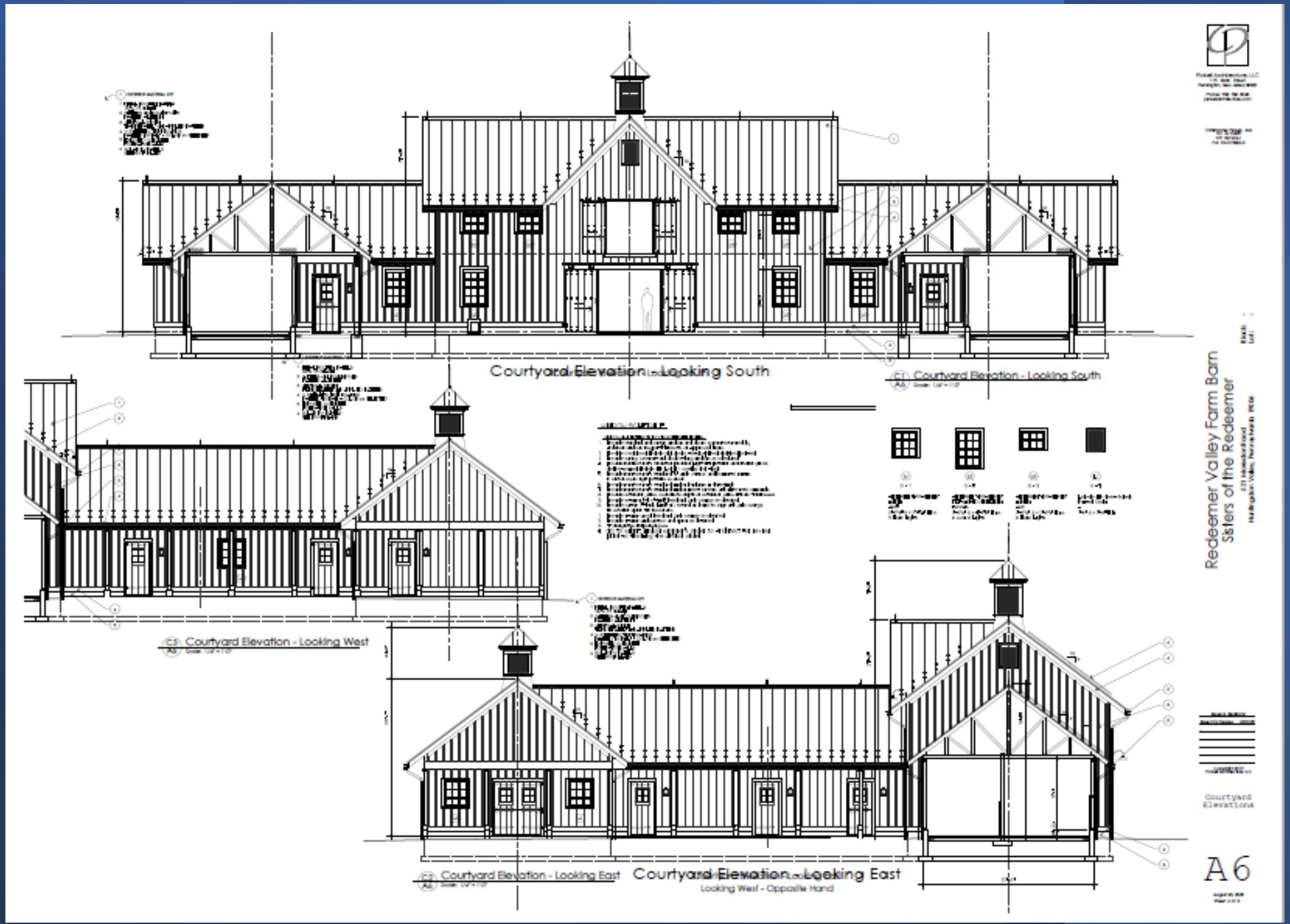
Sisters of the Redeemer
1600 Huntingdon Pike
Meadowbrook, PA 19046

BARN FOR REDEEMER
VALLEY FARM

521 Moredon Road
Huntingdon Valley, PA 19006

UTILITY PLAN

C3.1


Courtyard Elevation - Looking South
C1 Courtyard Elevation - Looking South
C3 Courtyard Elevation - Looking West
C2 Courtyard Elevation - Looking East
Courtyard Elevation - Looking East
Looking West - Opposite Hand
Redeemer Valley Farm Barn
Sisters of the Redeemer
Courtyard Elevations
A6

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER

MONTGOMERY COUNTY
PLANNING COMMISSION

MONTGOMERY COUNTY COURTHOUSE • PO BOX 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

March 19, 2021

Mr. Rich Manfredi, Manager
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: 21-0067-001
Barn for Redeemer Valley Farm
6,470 s.f. on a tract of 85.66 Acres
1600 Huntingdon Pike
Abington Township

Dear Mr. Manfredi:

We have reviewed the above-referenced land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 24, 2021. We forward this letter as a report of our review.

BACKGROUND

Sisters of the Redeemer, the applicants, have submitted a land development plan that would construct a 6,470 square foot barn. The barn would be an accessory building used to support existing farm operations that are currently performed in the existing building. The site is located in the R1 Low Density Residential District, and would be served by public water and sewer. The applicants have submitted a preliminary (minor) plan, dated January 29, 2021.

CONSISTENCY WITH COMPREHENSIVE AND OTHER PLANS

The proposed improvements are generally consistent with *MONTCO 2040: A Shared Vision, The Montgomery County Comprehensive Plan*. The comprehensive plan shows the subject property as located in the “Suburban Residential” future land use area. Institutional uses are designated as a primary use in this area. Nonresidential development in this area should be designed to limit the impacts of traffic, noise, and light; development in this area often makes use of extensive landscaping.

The plan's consistency with the Abington Master Bicycle Plan depends upon whether the second alternative to access the Pennypack Trail in the eastern quadrant of the township is pursued. See "Review Comments," below, for additional information.

The proposed improvements are generally consistent with the Abington Township Comprehensive Plan Update (2007).

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Township may wish to consider. Our comments are as follows:

REVIEW COMMENTS

TRANSPORTATION

A. Pedestrian Connections. There is a bus line on Huntingdon Pike that stops at Moredon Road. There is a continuous sidewalk on the south side of Moredon Road, between the bus stop and the applicant's property [§146-27]. We recommend the applicant construct a crosswalk over Moredon Road at the intersection with Londonderry Lane, and add signage alerting motorists to the crosswalk's location. We also suggest that a sidewalk or pathway be added to connect that crosswalk to the main building.

B. Driveway Through Meadow. The driveway in the northwestern portion of the tract perambulates, criscrossing the property line repeatedly. Does the applicant have an easement to use the portion of the driveway on the neighboring property?

C. Abington Master Bicycle Plan. The plan designates the property as the location for a potential bicycle access route to the Pennypack Trail (see p.52)[1]. We recommend the applicant consult with the township to determine if this is the access route that the township would like to see implemented.

> *Route #18 – Moredon Trail (Moredon Road to Pennypack Trail)*
>
> *This route, through a property owned by Sisters of the Holy Redeemer is recommended as a second alternative to access the Pennypack Trail in the eastern quadrant of the Township. This very large property contains an existing gravel road and a significant amount of open space that could accommodate a public trail without much disturbance to the property's existing activity. Further discussion with the Sisters of the Holy Redeemer as well as an easement or agreement is needed to implement this segment.*

[1] https://www.abingtonpa.gov/home/showpublisheddocument?id=2246

LANDSCAPING

A. Street Trees. We recommend that street trees be planted in the gaps along Moredon Road where none exist—including the area between the two ends of the main driveway, and the area to the northwest of the main driveway [§2402.B].

B. A Landscaping and Shade Tree Plan – is required by the SALDO [§146-11.H]. What trees and vegetation are proposed? (which types, sizes, and in which locations?)

C. Naturalized Basin – The plan shall show the proposed landscping for the stormwater basin [§146-11.F]. We recommend the basin be naturalized with a variety of trees, shrubs, and grasses appropriate for such a location.

DESIGN

A. What will the roof of the barn look like? There are roof design requirements in the Community Service zoning district [§903.C].

B. Where is the trash container located? [§2601.N]

OTHER PLAN INFORMATION

A. Zoning Boundary. Since the property appears to abut another zoning district, we recommend showing the boundary, as required by §146-11.A.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the Township's planning objectives for institutional development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Please print the assigned MCPC number (#21-0067-001) on any plans submitted for final recording.

Sincerely,

Mike Narcowich, AICP
Assistant Section Chief: Community Planning
610.278.5238 - mnarcowi@montcopa.org

c: Holy Redeemer Health System, Applicant
Jack Dempster, Vice President for Facilities and Construction, Holy Redeemer Health System, Applicant's Representative
Khaled R. Hassan, P.E., Pennoni, Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: APPENDIX 1: Page from Abington Master Bicycle Plan
APPENDIX 2: Aerial Image, Project Site
APPENDIX 3: Aerial Image
APPENDIX 4: Plan

Page from Abington Master Bicycle Plan



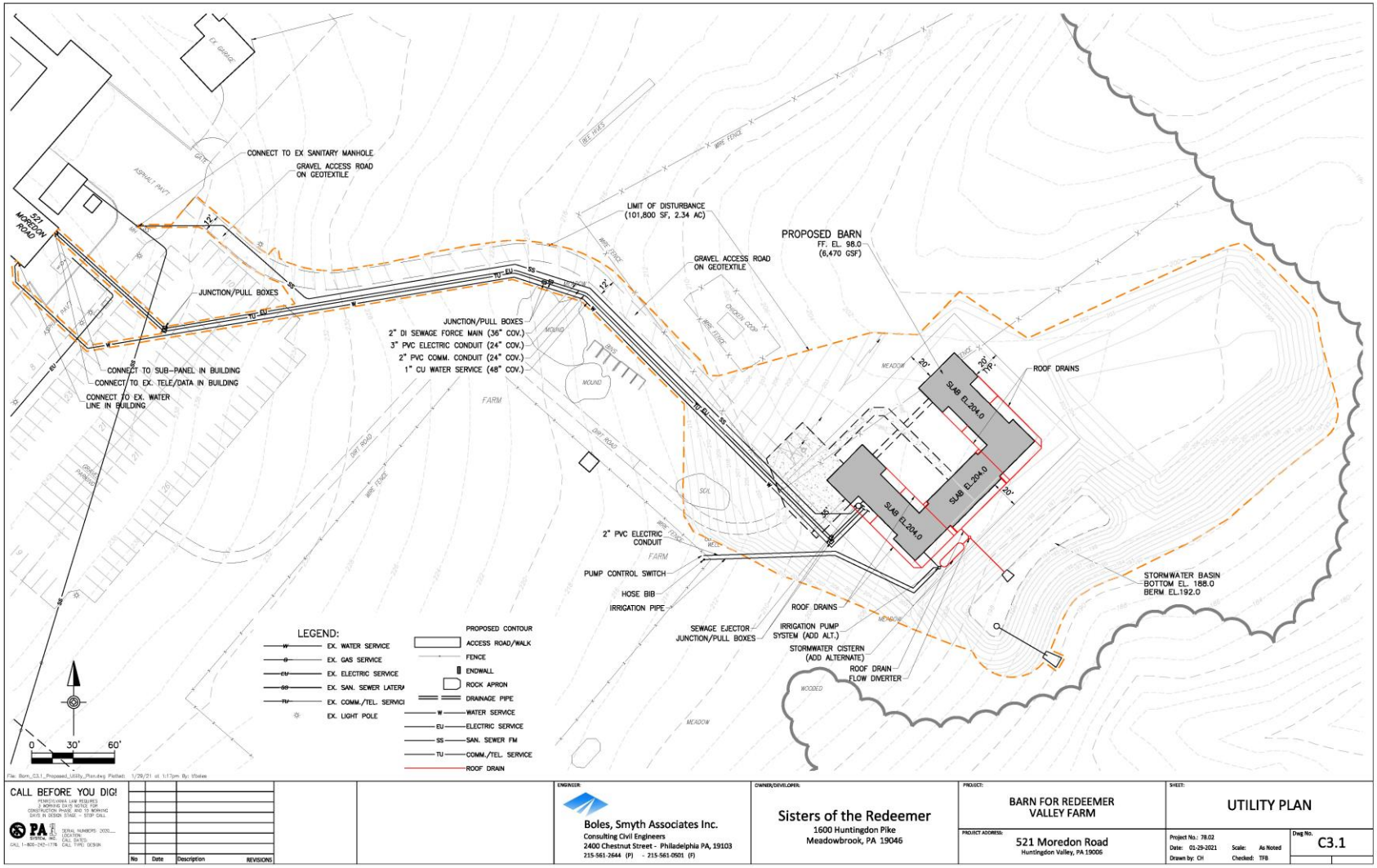
Aerial Image, Project Site



Barn for Redeemer Valley Farm
MCPC #210067001

Montgomery County Planning Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19404-0311
(p) 610.278.3722 - (f) 610.278.3941
www.montcopa.org/plancom
Aerial photography provided by NearMap

Applicant's Plan



3100 Horizon Drive
Suite 200
King of Prussia, PA 19406
T: 610-277-2402
F: 610-277-7449

www.pennoni.com

March 23, 2021

ABINT130011

Mr. Richard Manfredi, Township Manager
Abington Township
1176 Old York Road
Limerick, PA 19468

RE: LD-21-04-521 Moredon Road (Sisters of the Redeemer)
Barn for Redeemer Valley Farm
Preliminary/Final Minor Land Development Plan Review (1st Submission)

Dear Mr. Manfredi:

We have received a copy of the Preliminary/Final Minor Land Development Plans consisting of four (4) sheets dated January 29, 2021 and Architectural Plans consisting of eight (8) sheets and dated August 20, 2020; prepared by Boles, Smyth Associates, Inc. located at 2400 Chestnut Street in Philadelphia, PA for the above referenced project.

Under this Application, the Applicant is proposing to construct a 6,470 SF barn on the same parcel of land as an existing single family detached dwelling and an existing church. As part of the construction of the barn, the Applicant is also proposing a stone access driveway, a stormwater cistern for irrigation purposes and a stormwater basin to manage the surface runoff from barn roof. The barn is proposed to be serviced with public sewer and water, electric and communication lines. The subject parcel is fronted by Moredon Road classified with an existing 40 ft right-of-way and existing 26-ft cartway and bounded by Pennypack Creek to the northeast and residential uses to the north and south. Access to/from the site will be by way of two (2) driveway entrances that intersects Moredon Road. This project is located within the R1 Low Density Residential Zoning District.

The following documents have been reviewed:

Title	Sheet	Dated	Revised
Property Plan	1 of 4	01/29/21	-----
Existing Site Plan	2 of 4	01/29/21	-----
Proposed Site & Grading Plan	3 of 4	01/29/21	-----
Utility Plan	4 of 4	01/29/21	-----
Architectural Plans	8 Sheets	08/20/20	-----

We have performed a review of the above referenced plans for compliance with the Zoning Ordinance (Chapter 162); Subdivision and Land Development Ordinance (Chapter 146); Stormwater Management Ordinance (Chapter 142). We offer the following comments for your consideration:

ZONING COMMENTS

1. **Per §2103.A Use A-16.1 – Nonresidential Accessory Structure –** It is our opinion that the proposed barn is considered a Non-residential Accessory use subordinate to the church that is also proposing an agricultural use. Since it has been confirmed by the Township Zoning officer that the church was approved as a special exception, the barn use will also need to obtain approval by special exception in accordance with this section.

2. **Per §2103.A Use A-16.3 – Nonresidential Accessory Structure –** Nonresidential Accessory Structures are limited to in size to 25% of the ground floor area of the principal building which it serves. The existing ground floor area of the existing church shall be provided to ensure that the specifications of this section are met for the proposed barn area.

3. The Applicant shall provide a narrative of the uses being proposed as part of the barn and what animals will be kept in the proposed stalls within the barn. This information shall be needed to determine compliance with the accessory use regulations in **Section 2103 and the Agricultural Use in Section 2103.B. In particular, but not limited to, the Applicant shall indicate whether the accessory use of keeping chickens will be proposed which shall comply with the requirements in Use A-5. Please note, Per Section 2103, Use A-5, Roosters are prohibited.**

4. According to the FIRM map for this project, the area of proposed construction is located zone X outside the 100-yr floodplain which is classified to be the area of minimal flood hazard per map 42091C0402G effective March 2, 2016; however, the property along the northeastern side abuts the Penny Pack Creek and is located within 100-yr floodplain. The Applicant shall show the location of the floodplain on the plans in accordance with the requirements in **Section 1402**. Please note on the Record Plan that this project has areas that are inundated within the 100-yr floodplain and are designated to be within the Floodplain Conservation Overlay District and that this project does not propose any development within the Floodplain Conservation Overlay District.

5. **Per §1502.A.1 and Figure 15.2**, this project is partially located within the Riparian Corridor Conservation District based on the Pennypack Creek and two (2) unnamed tributaries to the Pennypack Creek. The seventy-five (75) foot Riparian Corridor shall be shown on the plans for these identified waterways indicated on the Riparian Corridor Map for Figure 15.2.

6. **Per §1502.A.2.,** the plans shall show the width of the zones (Zone 1 and Zone 2) within the Riparian Corridor. The Applicant shall confirm the location of the 100-year floodplain as well as any steep slopes in the area of zone one. Our calculations indicate that this project will be outside the Riparian Corridor with no construction taking place in the corridor.

7. **Per §1601 – Delineation of Steep Slope Conservation District.** Based on our review, it seems this project is partially located within the Steep Slope Conservation District. Please delineate the location of steep slopes within the property boundary for the following slopes:
    a. Precautionary Slope: those slopes greater than 15% and less than or equal to 25%, measured over a ten (10) foot run.
    b. Prohibitive Slope: those slopes greater than 25%, measured over a ten (10) foot run.

8. **Per §1605 – Requirements for Site Plan –** it appears that this project will be proposing earth moving activities outside of the Steep Slope Conservation District; however, the Applicant is required to ensure that the plans provide the applicable information specified in §1605.A.1 thru 10. Once this information has been provided, the Township Engineer shall review the plans for compliance in

§1605.B.

9. **Per §1606.B – Special Steep Slope Conservation District Requirements –** the use of conservation easements on steep slopes shall be required to preserve the area in perpetuity. A conservation easement for the slope area required to be preserved shall be delineated on the plan. The Plan shall also clearly note any restrictions on earthmoving activities on the plan. This information shall also be recorded with the approved plan.

10. **Per §1701.A – Qualifying Parcels –** this property is located within the Land Preservation District Overlay since it has a gross site area of fifteen (15) acres or more within the R1 Low Density Residential District. **Per §1701.B,** a plan shall exhibit certain physical features such that standard R1 Low-Density Residential District development would adversely affect those features and that the implementation of this ordinance on the subject land parcel would protect and preserve these features. The Physical features are as follows:
    1. Topography
    2. Woodland Areas
    3. Waterways
    4. Wetlands
    5. Natural buffers to neighboring residential parcels

    The plans are generally in compliance with the above referenced features.

11. **Per §1701.C.(1),** under the Land Preservation Overlay District, a portion of the land for this project shall be permanently preserved on the parcel with is primarily woodlands areas within the buffer. The restricted area shall be set aside as Open Space and be deed restricted as such and calculated in accordance with Section **§1703** which is achieved by multiplying the Net Site Area (in acres) by the land preservation factor of (50%). The preserved area and calculation shall be shown on the Record Plan.

12. **Per §1707.A thru D.,** The Applicant is required to prepare a conceptual sketch plan and site inventory plan which will contain site elements inventoried and mapped in sufficient detail to allow an evaluation of the proposed development relative to the intent of the district. **Per §1708.A thru E,** the plan will be reviewed by the Township Staff and the Planning Commission to determine compliance with the provisions of the district. The Commission will provide feedback and indicate its development preference or conditions. Following this review, the Applicant may file for a formal land development application. Based on our review, the plans are in general compliance with the required features to be shown on the plans and can proceed with this Land Development application.

13. **Per §2402.B.1.a. & §2402.B.2.c – Street Trees –** Street trees shall be required along each frontage on all existing streets when they abut or lie within a proposed subdivision of land development. Trees shall be planted at a ratio of at least one tree per 40 linear feet of frontage or fraction thereof. Based on a site visit, the Applicant shall plant additional street trees along the frontage of Moredon Road to fill in the areas along the frontage that are missing street trees.

14. **Per 2403.B.5 – Buffers Requirements –** The Applicant may consider utilizing the existing healthy trees, shrubs, or woodlands to be substituted for part or all of the required plant material required for buffering. It is our opinion that the existing woodlands will provide sufficient buffer screening for this project. A landscaping plan shall be prepared which shows and notes the existing vegetation being proposed as a substitute for the buffer requirement.

15. **Per 2403.C.7 – Site Element Screens –** The Applicant may consider utilizing the existing healthy trees, shrubs, or woodlands to be submitted for part or all of the required plant material. It is our opinion that the existing woodlands will provide sufficient site element screening for this project. A landscaping plan shall be prepared which shows and notes the existing vegetation being proposed as a substitute for the buffer requirement.

16. **Per §2601.H – Lighting Standards –** the Applicant shall confirm if there is any lighting being proposed for this project. It appears the architectural plans may be proposing wall mounted lighting for this project. This lighting may have to comply with the standards set forth in §2601.H.1 thru 10.

CHAPTER 146
SUBDIVISION & LAND DEVELOPMENT COMMENTS

17. **Per §146.9.C.(2).(b).[2] – Land Development Plan –** a land development plan shall not be required for approval by the township when development involves the addition of an accessory building, including farm buildings, on a lot or lots subordinate to an existing principal structure. **It shall be discussed with the Township Staff and Solicitor to determine if this project would require an application for a land development if it were considered a farm building that is subordinate to the church.**

18. **Per §146.10.A.(3) – Drafting Standards –** if two or more sheets comprise a submission, all sheets shall be of the same size, and each shall be consecutively numbered and titled to show and describe its relation to the total number of sheets comprising the plan (i.e., Grading Plan Sheet 3 of 6). The Applicant shall consecutively number the sheets in the plan submission.

19. **Per §146.10.B.(2).(b) – General Standards –** the name, address, seal and signature of the engineer, surveyor, architect, or landscape architect responsible for preparing the plans shall be shown on each sheet constituting a plan submission. The Applicant shall provide this information on a record plan sheet in the submission.

20. **Per §146.10.B.(2).(g) – General Standards -** a legend clearly indicating the engineering symbols utilized in drafting and depicting all existing and proposed features shall be shown on each sheet constituting a plan submission. The Applicant shall provide this information on all sheets in the submission.

21. **Per §146.10.B.(4) – General Standards –** the boundary line of the site undergoing subdivision or land development shall be shown as a heavy solid line on each sheet constituting a plan submission. The Applicant shall provide this on all sheets in the submission.

22. **Per §146.10.B.(5) – General Standards –** the submission type (Preliminary/Final Minor LD) as set forth in §146-9.D shall be indicated on the plan sheets and shall be marked “not to be recorded”.

23. **Per §146-11.A.(4) – Property Identification Plans –** the property identification plans shall contain tract boundaries with tax parcel numbers, owner’s names, and approximate acreage of lots surrounding any portion of the site for a distance of 400 feet. **The Applicant may consider requesting a waiver from the requirements of this section if it is determined that a LD application shall be submitted for this project.**

24. **Per §146-11.A.(5) – Property Identification Plans** The property identification plans shall contain the tax map parcel number of the site and total acreage.

25. **Per §146-11.A.(6) – Property Identification Plans –** the property identification plans shall contain the location of all existing monuments and iron pins on or defining the site.

26. **Per §146-11.A.(7) – Property Identification Plans –** the property identification plans shall contain an indication that the elevations are based upon sanitary sewer datum of the Township of Abington. The Record Plan shall provide a note indicating the reference datum used to obtain the elevations for this project.

27. **Per §146-11.A.(9) – Property Identification Plans –** the property identification plans shall contain the names and addresses of the landowner, applicant, and subdivider or land developer. With respect to the owner, the names of the real (title) owners, the names of all equitable owners, and the names of all opinion holders shall be listed on the Record Plan.

28. **Per §146-11.A.(10) – Property Identification Plans –** the property identification plans shall contain the zoning classification applicable to the tract along with all zoning boundaries that traverse or are within 400 feet of the tract, together with a citation of any variances or special exemptions which may have been granted for or affecting the site.

29. **Per §146-11.B.(5) – Existing Features Plan –** the existing features plan shall contain the location and dimensions of all existing buildings and man-made structures, or surfaces located on the site, with notation as to which ones will remain and which will be removed. The Applicant shall indicate which structures and features will be removed and which will remain.

30. **Per §146-11.B.(7) – Existing Features Plan –** the existing features plan shall contain the location, size, and ownership of all underground and above ground public or private utilities, on the site and within 400 feet of any portion of the site, including waterlines, sanitary sewer lines, storm sewer lines, electric lines, telephone lines, gas mains, fire hydrants, and streetlights.

31. **Per §146-11.B.(8).(b) – Existing Features Plan –** the existing features plan shall contain the datum to which the contour lines refer. A note on the plan shall be added calling out which datum the contours are based on.

32. **Per §146-11.B.(8).(d).[1]&[2] – Existing Features Plan –** the existing features plan shall contain steep slope delineation by shading and notation of all areas of slope with 15% to 25% and areas greater than 25% slope.

33. **Per §146-11.B.(9) – Existing Features Plan –** the existing features plan shall contain soli identification including soil types within the site, based on maps contained in the soil survey of Montgomery county, United Stated Department of Agriculture, Soil Conservation Service, 1967, as amended. An attached table shall indicate each soils development limitation, i.e., bearing value, depth to bedrock, seasonable water table, etc. A delineation of floodplain soils should also be added to the plan.

34. **Per §146-11.B.(10).(a)&(c) – Existing Features Plan –** the existing features plan shall contain the 100-year floodplain areas from Pennypack Creek as well as the location of any permanent and intermittent watercourses, including streams, swales, culverts, lakes, ponds, and springs.

35. **Per §146-11.B.(11).(b) – Existing Features Plan –** the existing features plan shall contain vegetation resource identification of stand-alone trees with calipers of 10 inches or greater, measured at a point four feet above grade, with indication of which trees are to be removed and which are to remain.

36. **Per §146-11.E – Erosion Control Plan –** an erosion control plan shall be submitted as part of this plan set. The plan shall meet the specifications as required in §146.11.E.(1) thru (3).

37. **Per §146-11.F.(4).(a).[5] – Storm Sewer Facilities –** the improvement construction plan shall contain hydraulic and structural design data and calculations for storm sewers. The discharge location from the basin to the outfall structure shall be provided with hydraulic design data in a stormwater report for review and approval.

38. **Per §146-11.F.(4).(b) – Storm Sewer Facilities –** a profile for the proposed outfall to basin riser will need to be provided. The profile should adhere to the specifications as indicated in §146-11.F.(4).(b).[1] thru [6] for review and approval.

39. **Per §146-11.F.(4).(d).[1] – Detention Basins –** the improvement construction plan shall contain a horizontal plan showing the proposed detention basins and appurtenances for review and approval.

40. **Per §146-11.F.(4).(d).[3] – Detention Basins –** the improvement construction plan shall contain contours of the complete basin and outline of basin bottom and high-water elevation.

41. **Per §146-11.F.(4).(d).[4] – Detention Basins –** the improvement construction plan shall contain complete structural details of outlet control structures for review and approval.

42. **Per §146-11.G.(1).(d) – Utility Plan –** the utility plan shall include the location, size, type, and where applicable, elevations of the fire hydrants, fire lanes, and Fire Department connections.

43. **Per §146-11.M.(1).(a) – Documentations –** a letter certifying the availability of public sanitary sewer facilities from the appropriate utility shall be provided.

44. **Per §146-11.M.(1).(b) – Documentations –** a letter certifying the availability of a central water system from the appropriate utility shall be provided.

45. **Per §146-12 – Record Plan –** a record plan is required to be included in the plan set including all applicable seals per §146-12.B, all applicable acknowledgements per §146-12.C, all applicable approval notations and signatures per §146-12.D, and all applicable recording notations per §146-12.E.

46. **Per §146-28.A – Off-street Parking Areas –** All parking spaces for vehicles shall be 10 feet wide by 20 feet long. All spaces shall have adequate maneuvering room with clear access for entering and exiting the space. The proposed parking spaces on the concrete lot adjacent to the barn are 18 feet long by 9 feet wide. The Applicant shall revise the parking spots to be the required 20 feet long by 10 feet wide. The Applicant shall also revise the parking area to allow for adequate maneuverability for the parking spot to the right of the handicap spot. With the current layout there is no room for the car to properly maneuver in and out of the spot. The Applicant may consider requesting a waiver from the requirements of the parking space area since it is preferred to reduce the amount of impervious cover areas to the maximum extent possible.

47. **Per §146-28.C – Off-street Parking Areas –** Entrances, exits, and driveways in a parking lot shall be a minimum of 24 feet wide, excluding parking areas designated for parking vehicles. The proposed gravel access road on geotextile is only 12 feet wide.

48. **Per §146-32.A – Survey Monuments –** monuments shall be of stone or concrete and located on the right-of-way lines at corners, angle points, beginning and end of curves and as otherwise required. Proposed monuments shall be indicated on the plans.

49. **Per §146-39.A.(1) – Landscaping –** shade trees shall be provided by the subdivider/land developer and planted approximately five (5) feet inside the lot line paralleling the right-of-way line. The trees shall be placed to provide an approximate average spacing of one tree every 50 linear feet. The Applicant is indicating that eight (8) trees are being removed as part of this project, however they do not say hoe many trees are being planted. On the Proposed Site Plan (Sheet 3) there are four (4) trees shown on the western portion of the building that are labeled to be removed based on the Existing Site & Site Clearing Plan (Sheet 2). The Applicant shall confirm that these trees will be removed or if they are any trees being proposed.

CHAPTER 142
STORMWATER MANAGEMENT COMMENTS

50. **Per §142-401.D – General Requirements –** DEP regulations require an erosion and sediment control plan for any earth disturbing activity of 5,000 square feet or more, under 25 Pa. Code §102.4(b). The Applicant shall submit an Erosion Control Plan for review and approval. In addition, under 25 PA Code Chapter 92, a DEP NPDES construction activities permit is required for regulated earth disturbance activities. A copy of the erosion and sediment control plan and any required permit, as required by DEP regulations, shall be available on the project site at all times.

51. **Per §142-405.B – Groundwater Recharge Requirements –** a detailed soils evaluation of the project site shall be required to determine the suitability of infiltration facilities. The evaluation shall be performed by a qualified person, and at a minimum address soil permeability, depth to bedrock, and subgrade stability.

GENERAL COMMENTS

52. The area between the title line and the legal right-of-way line should be offered for dedication to the Township. A description of the area and an exhibit on 8.5”x11.0” sheet shall be submitted for review and approval.

53. On the Proposed Site & Grading Plan, it is hard to tell what an existing grade is and what is being proposed. The proposed grades shall be a thicker line type to easily differentiate which grade is existing and which is proposed.

54. Once an Erosion and Sedimentation Control Report and plans and Stormwater Report and plans have been submitted, additional comments may follow based on our review of these documents and plans.

55. Wheel stops shall be provided in the proposed parking spots adjacent to the barn.

56. A details sheet shall be submitted as part of the plan set with all relevant details on it.

57. We defer to the Fire Marshall to review this project for any fire related comments.

58. We defer to the Township Sewer Authority to review this project for any sewer related comments.

We have received the following documents/permits/reviews:

- Application (January 29, 2021)
- Montgomery County Planning Commission Review letter (March 19, 2021)
- Shade Tree Commission (March 10, 2021)

We have not received the following documents/permits/reviews:

- Traffic Review letter
- Sewer Review letter
- EAC Review Memo
- Fire Marshall Review
- Financial Escrow
- BMP O&M Agreement
- Legal Descriptions & Exhibits

SUMMARY

We do not recommend Preliminary/Final Minor Land Development plan approval until the Applicant addresses the above referenced comments, in particular the Zoning comments. Once the zoning comments have been addressed, we will be in a position to recommend Preliminary/Final Minor Land Development.

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI

Khaled Hassan

Khaled R. Hassan, PE
Township Engineer

cc: Terry Castorina, Executive Assistant
Shaun Littlefield, Interim Zoning Officer
Timothy G. Clark, Assist. Director of Engineering
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor
Michael Narcowich, AICP, MCPC
Jack Dempster, Holy Redeemer Health System, Applicant
Tim Boles, Boles, Smyth Associates Inc., Engineer of Record

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Police

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Conditional Promotion to the Rank of Sergeant.

EXECUTIVE SUMMARY:

This is budgeted position to fill the Supervisory vacancy created by the retirement of Sergeant Rick Kondan.

A Civil Service Eligibility list for the Rank of Sergeant was certified on February 10, 2020 and extended by the Civil Service Commission on February 2, 2021.

Officer Wiley is the next eligible candidate Certified Civil Service Eligibility List.

PREVIOUS BOARD ACTIONS:

None.

RECOMMENDED BOARD ACTIONS:

Consider approving Officer David Wiley to the rank of Probationary Sergeant effective May 14th, 2021

providing he successfully completes the remaining portions of the promotional process.

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Police

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Approve other traffic safety locations as experimental locations.

EXECUTIVE SUMMARY:

Consider a motion to install stop signs as experimental on the North and South side of Elliott Avenue at Crestview Avenue.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Consider approving installation of a stop sign as experimental on the North and South side of Elliot Avenue and Crestview Avenue.

ABINGTON TOWNSHIP POLICE DEPARTMENT

TO: Richard J. Manfredi, Township Manager
FROM: Patrick Molloy, Chief of Police
DATE: March 4, 2021
SUBJECT: Traffic Safety Disposition Review List

On Thursday, June 14th, 2018 the Abington Township Board of Commissioners adopted Resolution 18-026 establishing a uniform policy and procedure for consideration of traffic regulations and the installation of proper signs and markings. The below intersections were requested to be considered for ALL-WAY stop signs by their respective Commissioner. Upon review by the Traffic Safety Unit, it was determined that these intersections do not meet the requirements for ALL-WAY stop sign installation. It is my recommendation that these intersections be considered for experimental stop sign installation in accordance with Chapter 156, Vehicles and Traffic, subsection 156-4.

Commissioner	Traffic Measure	Appendix
	Stop Sign	
Commissioner Myers	Elliott Avenue at Crestview Avenue	1

1	The request for a Stop Sign is not recommended. There have been no crashes reported at the above listed intersection in the last 5 years. Sight distance measurements exceeds what is needed for a 25 MPH roadway. At this time the intersection would not meet the warrant criteria for an ALL-WAY stop sign. Referred to the Township Manager for Experimental options.

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Police

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Advertise Ordinance # XXXX

EXECUTIVE SUMMARY:

Motion to advertise Ordinance # XXXX, amending Chapter 156 - "Vehicles and Traffic," Article II - "Traffic Regulations," Section 14 - "Stop Intersections," and Article III - "Parking Regulations," Section 25 - "Parking Prohibited at All Times; No Parking Between Signs, No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing," and Section 28 - "Special Purpose Parking Zones" to add a stop intersections on Joyce Road at Osbourne Avenue, add no parking except for Sundays on the West side of Fairview Avenue in front of 1673 Fairview, and remove handicap parking signs in front of 300 Tyson Avenue and 2317 Tague Avenue.

PREVIOUS BOARD ACTIONS:

Motion to adopt Ordinance #2112, amending Chapter 156 - "Vehicles and Traffic," Article III - "Special Purpose Parking Zones" to add handicap parking in front of 300 Tyson Avenue.

Motion to adopt Ordinance # 2170, amending Chapter 156 - "Vehicles and Traffic," Article III - "Special Purpose Parking Zones" to add handicap parking in front of 2317 Tague Avenue.

RECOMMENDED BOARD ACTIONS:

Consider approving advertisement of Ordinance # XXXX , amending Chapter 156 - "Vehicles and

Traffic," Article II - "Traffic Regulations," Section 14 - "Stop Intersections," and Article III - "Parking Regulations," Section 25 - " Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing," and Section 28 - "Special Purpose Parking Zones" to add a stop intersection on Joyce Road at Osbourne Avenue, add no parking except for Sundays on the West side of Fairview Avenue in front of 1673 Fairview, and remove handicap parking signs in front of 300 Tyson Avenue and 2317 Tague Avenue.

TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING
CHAPTER 156 – "VEHICLES AND TRAFFIC,"
ARTICLE II – "TRAFFIC REGULATIONS," SECTION 14 – "STOP INTERSECTIONS"
ARTICLE III – "PARKING REGULATIONS"
SECTION 25 – "PARKING PROHIBITED AT ALL TIMES; NO PARKING BETWEEN SIGNS; NO PARKING HERE TO CORNER; PARKING PROHIBITED EXCEPT CERTAIN HOURS; NO STOPPING OR STANDING"
SECTION 28 – "SPECIAL PURPOSE PARKING ZONES"

WHEREAS, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code ("Code") at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

WHEREAS, pursuant to section 1502.10 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56510, the Board of Commissioners has the authority to take all needful means for securing the safety of persons or property within the Township; and

WHEREAS, pursuant to section 1502.49 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56549, the Board of Commissioners has the authority to regulate traffic and parking; and

WHEREAS, the Board of Commissioners of the Township of Abington has determined that the Code of Ordinances of the Township of Abington shall be amended at Chapter 156 – "Vehicles and Traffic," Article II – "Traffic Regulations," at Section 14 – "Stop Intersections,"

Article III – "Parking Regulations," at Section 25 – "Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing" and Section 28 – "Special Purpose Parking Zones," should be amended for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

NOW, THEREFORE, the Board of Commissioners of the Township of Abington does hereby **ENACT** and **ORDAIN** as follows:

1. Chapter 156 – "Vehicles and Traffic," Article II, "Traffic Regulations," Section 14 – Stop Intersections shall be amended to **add** the following restrictions:

Stop Sign On Joyce Road	Direction of Travel South	At Intersection of Osbourne Avenue

2. Chapter 156 – "Vehicles and Traffic," Article III – "Parking Regulations," Section 25 – "Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping or Standing" shall be amended to **add** the following restrictions:

Name of Highway	**Side**	**Hours**	**Location**
Fairview Avenue	West	Except Sunday	From Rubicam Avenue to the property line on 1676 and 1678 Fairview Avenue.

3. Chapter 156 – "Vehicles and Traffic," Article III, "Parking Regulations," Section 28 – Special Purpose Parking Zones shall be amended to **remove** the following restrictions:

Name of Highway	**Authorized Purpose of Vehicle**	**Location**
Tyson Avenue	Handicapped Parking	300 Tyson Avenue
Tague Avenue	Handicapped Parking	2317 Tague Avenue

4. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance are hereby repealed.

5. This Ordinance shall become effective five (5) days after enactment.

ORDAINED AND ENACTED this _____ day of _____, 2021.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

_____ By: _____
Richard J. Manfredi, John Speigleman, President
Township Manager & Secretary

{00822611;v2}

BOARD OF COMMISSIONERS COMMITTEE OF THE WHOLE

AGENDA ITEM

April 8, 2021

DATE

AGENDA ITEM NUMBER

Police

DEPARTMENT

FISCAL IMPACT
Cost > $10,000
Yes ☐ No ☑

PUBLIC BID REQUIRED
Cost > $20,100
Yes ☐ No ☑

AGENDA ITEM:

Electronic Access Agreement for the Pennsylvania Crash Information Tool system

EXECUTIVE SUMMARY:

The Pennsylvania Crash Information Tool system will provide the Department with more accurate and detailed crash statistics for Abington Township and the surrounding areas. It will used by members of the Department and the Traffic Safety Division to aid in addressing traffic safety concerns throughout the Township.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Consider approving the Electronic Access Agreement for Pennsylvania Crash Information Tool between the Pennsylvania Department of Transportation and the Township of Abington and authorize the Township Manager to execute the agreement.

EFFECTIVE DATE: _____
(Department will insert)

AGREEMENT NO.: BOMO4944BN
FEDERAL I.D. NO.: 236000025
SAP VENDOR NO.:

ELECTRONIC ACCESS AGREEMENT FOR PENNSYLVANIA CRASH INFORMATION TOOL

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

and

Township of Abington ("Applicant").

BACKGROUND

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

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

1. **Access and Usage**

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

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

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

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

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

3. **Data and System Security**

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

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

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

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

i. Request User Identification Internet System access codes ("User ID code"), provided to the Applicant by PennDOT, for current employees only;

ii. Request a separate and distinct User ID code for each current employee who shall electronically query crash data for permissible uses;

iii. Inform PennDOT to deactivate an employee's User ID code immediately upon the employee's separation or dismissal from the employ of, or association with, the Applicant;

iv. Not share User ID codes among the Applicant's employees;

v. Be liable for the items negligently requested under one of its assigned User ID codes and for negligent requests, actions or omissions of anyone using a User ID code of the Applicant or the Applicant's employee; and

vi. Conduct an annual recertification of its employees and submit to PennDOT proof of compliance. The purpose of this recertification is to allow PennDOT to confirm that accounts are current and in compliance with this Agreement. As a condition of continued access to the System, Applicant's acknowledge PennDOT may require the Applicant to conduct a recertification process at PennDOT's discretion. The Applicant shall designate an employee to serve as the first point of contact for the annual recertification process, system issues or concerns, and any questions that arise throughout the year by giving written notice of the same to PennDOT. During the annual recertification process, the point of contact shall serve as the liaison between Applicant and Department and communicate in writing to PennDOT, confirming that accounts and users are current and in

compliance with this Agreement.

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

i. Use external applications that automatically download data from the System;

ii. Use any data mining robots ("bots"), hardware or software modules that add a specific feature or service by plugging into an existing larger system ("plug-ins"), or other data gathering and extraction tools, scripts, applications, or methods on the System;

iii. Use any device, software, or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the System, server or activities conducted therein;

iv. Take any action that, in PennDOT's sole discretion, imposes an unreasonable or disproportionately large load on the System or its network infrastructure or that adversely affects or interferes with PennDOT's network;

v. Decompile, reverse engineer, modify or disassemble any of the software in or associated with the System;

vi. Use any meta tags or any other "hidden text" utilizing PennDOT's name or any Commonwealth trademark;

vii. Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of PennDOT or use any Commonwealth trademark; or

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

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

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

4. **Department Technical Assistance**

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

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

5. **Liability**

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

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

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

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

6. **Required Contract Provisions**:

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

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

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

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

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

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

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

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

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

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

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

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

If to PennDOT:

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

Email: pcithelp@pa.gov

If to the Applicant:

Richard Manfredi
1176 Old York Road
Abington, PA 19001
Email: rmanfredi@abintonPA.gov

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

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

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

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

ATTEST:

_____
Title Date

APPLICANT

BY: _____
Title Date

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY:_____
Title Date

APPROVED AS TO FORM AND LEGALITY

BY:_____
for Chief Counsel Date

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

Exhibit "A"

Contract Provisions – Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

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

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

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

Exhibit B: Contractor Integrity Provisions

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

   a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

   b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

   c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

   d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

   e. **"Financial Interest"** means either:

      (1) Ownership of more than a five percent interest in any business; or

      (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

   f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

   g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

   a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).*

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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

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

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

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.,* the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the *"General Prohibitions Against Discrimination," 28 C. F. R. § 35.130,* and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

Exhibit D: Contractor Responsibility Provisions

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at **http://www.dgs.state.pa.us/** or contacting the:

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

Exhibit E: NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act,* as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

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

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.