



BOROUGH OF NORTH WALES

300 School Street, North Wales, PA 19454

Phone: 215-699-4424 • Fax: 215-699-3991

<http://northwalesborough.org>

COUNCIL MEETING Tuesday, August 27, 2019

Salvatore Amato
James Cherry
Ronald S. Little, Jr.
Wendy McClure
Sally Neiderhiser

Eion O'Neill
Daniel H. O'Connell, Sr.
James Sando
Paula Scott
Gregory J. D'Angelo, Mayor

Call to Order, Date and Time
Roll Call
Pledge of Allegiance

1. Public Comment

2. Presentation: 2018 Municipal Annual Audit & Financial Report

3. Consideration: Acceptance of Donation from Tex-Mex Connection

4. Consideration: Approval of Streetlight Purchasing & Participation Agreement

5. Consideration: Final Escrow Release: 715 E. Montgomery Avenue

6. Consideration: Certificate of Appropriateness: 300 Shearer Street

7. Consideration: Approval of Volunteer Fire Service Tax Credit Ordinance #813

8. Consideration: Resignation of Regina Jansen from Parks & Recreation Board

9. Consideration: Traffic Signage Approval Application for PennDOT

10. Consideration: Disbursements: \$66,789.08

11. Old Business/Committee & Board Reports/Zoning Applications

12. Solicitor / Mayor / Council / Chief of Police / Manager

Adjournment

Mayor's Office Hours

2 nd & 4 th Tuesdays	2:00 - 4:00 PM
2 nd & 4 th Wednesdays	7:00 - 8:30 PM

Monthly Meeting Information:

Boards and Commissions

Borough Council	2 nd & 4 th Tuesday of Month
Zoning Hearing Board	1 st Tuesday of Month as Needed
Planning Commission	1 st Wednesday of Month
HARB	3 rd Wednesday of Month
Park & Recreation Board	2 nd Thursday of Month
Shade Tree Commission	2 nd Thursday of Month
Nor-Gwyn Pool Commission	2 nd Thursday of Month – 7:30 PM
Historic Commission	3 rd Tuesday of Month

All above meetings begin at 7 P.M. in the Municipal Building, unless noted otherwise.

North Wales Water Authority	2nd & 4th Wednesday of Month 5:00 PM, 200 W. Walnut Street
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Please note: The meeting is being digitally recorded.

June 7, 2019

To the Borough Council
North Wales Borough
North Wales, Pennsylvania

We have audited the financial statements of North Wales Borough included in the DCED prescribed form permitted by the Pennsylvania Department of Community and Economic Development as of and for the year ended December 31, 2018, and have issued our report thereon dated May 31, 2019. Professional standards require that we advise you of the following matters relating to our audit.

OUR RESPONSIBILITY IN RELATION TO THE FINANCIAL STATEMENT AUDIT

As communicated in our engagement letter dated November 29, 2018, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with the DCED prescribed form using the modified accrual basis of accounting permitted by the Pennsylvania Department of Community and Economic Development. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, as part of our audit, we considered the internal control of North Wales Borough solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

PLANNED SCOPE AND TIMING OF THE AUDIT

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

To the Borough Council
North Wales Borough

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June 7, 2019

COMPLIANCE WITH ALL ETHICS REQUIREMENTS REGARDING INDEPENDENCE

The engagement team, others in our firm, as appropriate, our firm and our network firms have complied with all relevant ethical requirements regarding independence.

QUALITATIVE ASPECTS OF THE ENTITY'S SIGNIFICANT ACCOUNTING PRACTICES

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimate affecting the financial statements is:

Management's estimate of the fair market value of investments is based on quoted market prices

Financial Statement Disclosures

The financial statement disclosures are neutral, consistent and clear.

SIGNIFICANT DIFFICULTIES ENCOUNTERED DURING THE AUDIT

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

To the Borough Council
North Wales Borough

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June 7, 2019

UNCORRECTED AND CORRECTED MISSTATEMENTS

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances, or disclosures and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The attached schedule of misstatements, some of which are material, that we identified as a result of our audit procedures was brought to the attention of, and corrected by, management.

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to North Wales Borough's financial statements or the auditors' report. No such disagreements arose during the course of the audit.

REPRESENTATIONS REQUESTED FROM MANAGEMENT

We have requested certain written representations from management, which are included in the management representation letter dated May 31, 2019.

MANAGEMENT'S CONSULTATIONS WITH OTHER ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

OTHER SIGNIFICANT MATTERS, FINDINGS OR ISSUES

In the normal course of our professional association with North Wales Borough, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as North Wales Borough's auditors.

To the Borough Council
North Wales Borough

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June 7, 2019

MODIFICATION OF AUDITORS' REPORT

We have made the following modification to the auditors' report:

Basis for Qualified Opinion: North Wales Borough's financial statements do not disclose an accounting of general fixed assets, which is required to be reported in the DCED prescribed form under the General Fixed Assets Account Group.

This report is intended solely for the information and use of the Borough Council and management of North Wales Borough and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



MAILLIE LLP
*Certified Public Accountants and
Business Consultants*

Client: 60546 - North Wales Borough
Engagement: 2018 - North Wales Borough
Period Ending: 12/31/2018
Workpaper:

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
To adjust accrued payroll.			
01-40110	WAGES - MANAGER	3,042.00	
01-40112	WAGES - ASST. SECRETARY	1,822.00	
01-41010	WAGES - CHIEF	4,038.00	
01-48617	SOCIAL SECURITY/MEDICARE	681.00	
01-20500	ACCRUED WAGES		8,902.00
01-20510	ACCRUED PAYROLL TAXES		681.00
Total		9,583.00	9,583.00

Adjusting Journal Entries JE # 2

To record transfer tax receivable.

01-14000	A/R - REAL ESTATE TAXES	2,842.00	
01-31010	REAL ESTATE TRANSFER TAXES		2,842.00
Total		2,842.00	2,842.00

Adjusting Journal Entries JE # 3

To record EIT accrued and deferred revenue.

01-14000	A/R - REAL ESTATE TAXES	4,598.00	
01-14000	A/R - REAL ESTATE TAXES	9,089.00	
01-25220	DEFERRED REVENUE - R/E TAXES		9,089.00
01-31021	EARNED INCOME TAXES		4,598.00
Total		13,687.00	13,687.00

Adjusting Journal Entries JE # 4

To record deferred taxes.

01-14000	A/R - REAL ESTATE TAXES	25,386.00	
02-14000	A/R - R/E TAXES (21..)	1,258.00	
03-14000	A/R - R/E TAXES (31..)	826.00	
18-14000	A/R - R/E TAXES (18..)	1,590.00	
23-14000	A/R - R/E TAXES (23..)	1,415.00	
43-14000	A/R - R/E TAXES (43..)	826.00	
01-25220	DEFERRED REVENUE - R/E TAXES		14,784.00
01-30110	REAL ESTATE TAXES-CURRENT		10,602.00
02-252200.00	DEFERRED REVENUE - R/E TAXES		733.00
02-30110	R/E TAXES-CURRENT 2301100		525.00
03-25220	DEFERRED REVENUE- R/E TAXES		481.00
03-30110	R/E TAXES-CURRENT 33		345.00
18-25220	DEFERRED REVENUE -R/E TAXES		926.00
18-30110	R/E-CURRENT 18		664.00
23-25220	DEFERRED REVENUE - R/E TXS		824.00
23-30110	R/E TAXES-CURRENT 23		591.00

Client: 60546 - North Wales Borough
Engagement: 2018 - North Wales Borough
Period Ending: 12/31/2018
Workpaper:

Account	Description	Debit	Credit
43-25220	DEFERRED REVENUE -R/E TXS		481.00
43-301-100.00	REAL ESTATE TAXES-CURRENT		345.00
Total		31,301.00	31,301.00

Adjusting Journal Entries JE # 5

To record 4th quarter Comcast franchise fee.

01-14549	GF ACCOUNTS RECEIVABLE	8,345.00	
01-32180	CABLE TELEVISION FRANCHISE		8,345.00
Total		8,345.00	8,345.00

Adjusting Journal Entries JE # 6

To adjust interest income.

05-10710	FIRST INTERNET BANK - CD	3,624.00	
05-10925	PENN LIBERTY / WSFS CD	2,489.00	
05-10930	AMERICAN HERITAGE CD	4,086.00	
05-10940	AMBLER SAVINGS BANK CD #1516	4,007.00	
05-34110	INTEREST EARNINGS 05		14,206.00
Total		14,206.00	14,206.00

NOTICE

As per the requirements of the Borough Code as amended, the following presents the financial statement (General Fund) of North Wales Borough for the year ended December 31, 2018.

NORTH WALES BOROUGH

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GENERAL FUND

YEAR ENDED DECEMBER 31, 2018

REVENUES

Taxes	\$ 1,231,552
Licenses and permits	77,548
Fines and forfeits	24,301
Interest, rents and royalties	66,213
Intergovernmental revenues	82,137
Charges for services	93,014
Miscellaneous revenue	34,671
TOTAL REVENUES	<u>1,609,436</u>

EXPENDITURES

General government	313,359
Public safety	598,154
Public works, highways, roads, streets and other	100,786
Culture and recreation	2,878
Employer paid withholding	62,480
Employer paid benefits	117,562
Insurance	75,599
Workmen's compensation	41,794
Miscellaneous expense	413
TOTAL EXPENDITURES	<u>1,313,025</u>

EXCESS OF REVENUES OVER EXPENDITURES	<u>296,411</u>
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OTHER FINANCING USES

Contributions transferred to pension	(48,176)
Operating transfers out	(161,428)
TOTAL OTHER FINANCING USES	<u>(209,604)</u>

NET CHANGE IN FUND BALANCE	86,807
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FUND BALANCE AT BEGINNING OF YEAR	<u>3,792,512</u>
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FUND BALANCE AT END OF YEAR	<u>\$ 3,879,319</u>
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A complete copy of the audit report prepared by an independent certified public accountant will be available for public inspection from 8:30 a.m. to 4:30 p.m. at the North Wales Borough Administration Building, 300 School Street, North Wales, Pennsylvania.

NORTH WALES BOROUGH
MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT
(DCED-CLGS-30)

Year Ended December 31, 2018



Certified Public Accountants and Business Consultants

NORTH WALES BOROUGH
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YEAR ENDED DECEMBER 31, 2018

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Independent Auditors' Report

To the Borough Council
North Wales Borough
North Wales, Pennsylvania

We have audited the accompanying financial statements of North Wales Borough as of and for the year ended December 31, 2018.

Management's Responsibility for the Financial Statements

North Wales Borough's management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions prescribed or permitted by the Pennsylvania Department of Community and Economic Development (DCED). Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of 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 financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the 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 financial statements.

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

Basis for Qualified Opinion

North Wales Borough's financial statements do not disclose an accounting of General Fixed Assets, which is required to be reported in the DCED prescribed form under the General Fixed Assets Account Group.

To the Borough Council
North Wales Borough

Qualified Opinion

In our opinion, except for the omission of the information described in the Basis for Qualified Opinion paragraph, the financial statements referred to above present fairly, in all material respects, the assets, liabilities and fund balances of the North Wales Borough as of December 31, 2018, and its revenues and expenditures for the year then ended, on the basis of accounting described above.

Basis of Accounting

We draw attention to the basis of accounting, which is described in the second paragraph of this report. The financial statements are prepared on the basis of the financial reporting provisions prescribed or permitted by the DCED, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the DCED. Our opinion is not modified with respect to this matter.

Maillie LLP

Oaks, Pennsylvania
May 31, 2019



2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT

Department of Community & Economic Development
Governor's Center for Local Government Services
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225
ph: 888-223-6837 | fax: 717-783-1402

Borough of: North Wales Borough County: Montgomery County

Section I - Introduction

Statutory Requirements

- State law, under the provisions of the Borough Code, First Class Township Code and Second Class Township Code, requires that either the borough controller, elected auditors or appointed auditors file an Annual Audit and Financial Report.
- State law, under the provisions of the Third Class City Code, requires a city's Director of Accounts and Finance to file an Annual Audit and Financial Report.
- The state's Administrative Code requires home rule municipalities to file an Annual Audit and Financial Report.
- The Annual Audit and Financial Report forms, supplied by the Pennsylvania Department of Community and Economic Development (DCED), were developed and approved by a Uniform Forms Committee composed of representatives of the respective municipal associations.
- Form DCED-CLGS-30 (See Section IV) is the form adopted by the Committee for use by all municipalities in Pennsylvania to fulfill their statutory reporting requirements.

One Form

All municipalities are required to submit forms electronically to the DCED. The online form contains the same categories as in previous years: assets, liabilities, revenues and expenditures. Enter data only for those funds that your municipality uses. Leave the remaining columns blank. The online form will automatically calculate the amounts in the "Total" column.

Submitting the Report

- File one copy by the designated date at each of the places listed on page 9.
- DO NOT submit a paper copy of this report to the DCED. Reports must be submitted online at: munstats.pa.gov/forms (Please see the e-filing instructions on page 7.)
- The online system will automatically round all figure to the nearest whole dollar. The system will also add all rows and columns, following basic accounting principles.
- Appointed independent auditors should attach their own opinion in the "Final Review" step of the online form. Additionally, appointed independent auditors should place a checkmark in Section II at the bottom of the "Final Review" step, then choose the "Appointed Auditor/CPA" title from the dropdown and provide a name and contact number in order to submit the form online.
- Elected controllers should place a checkmark in the box in Section I at the bottom of the "Final Review" step of the online form then choose the "Controller" title from the dropdown and provide a name and contact number in order to submit the form online.
- Elected Auditors must place a check mark in the box in Section I of the "Final Review" step of the online form, then choose the "Elected Auditor" title from the dropdown and provide the name and phone number for **at least 2 of the 3 elected auditors**. If you appointed an auditor to fill an elected auditor position, please choose the "Elected Auditor" title, not the "Appointed Auditor/CPA" title when submitting online.
- If you need assistance or have any questions when completing this report, please contact the Governor's Center for Local Government Services (GCLGS) toll-free at 888-223-6837.

BALANCE SHEET

December 31, 2018

GOVERNMENTAL FUNDS				
ASSETS AND OTHER DEBITS	General Fund	Special Revenue	Capital Projects	Debt Service
		(Including State Liquid Fuels)		
100-120 Cash and Investments.....	3,975,454	602,491	225,631	119,558
140-144 Tax Receivable.....	41,915	4,500	-	1,415
121-129				
145-149 Accounts Receivable (excluding taxes).....	8,345	-	-	-
130 Due From Other Funds.....	2,244	5,000	36,428	-
131-139				
150-159 Other Current Assets.....	-	-	-	-
160-169 Fixed Assets.....	-	-	-	-
180-189 Other Debits.....	24,600	-	-	-
TOTAL ASSETS AND OTHER DEBITS.....	\$ 4,052,558	\$ 611,991	\$ 262,059	\$ 120,973

LIABILITIES AND OTHER CREDITS				
210-229 Payroll Taxes and Other Payroll Withholdings.....	27,544	-	-	-
200-209				
231-239 All Other Current Liabilities.....	104,267	2,621	-	824
230 Due To Other Funds.....	41,428	-	2,244	-
260-269 Long-Term Liabilities.....	-	-	-	-
240-259 Current Portion of Long-Term Debt & Other Credits...	-	-	-	-
TOTAL LIABILITIES AND OTHER CREDITS.....	173,239	2,621	2,244	824

FUND AND ACCOUNT GROUP EQUITY				
281-284 Contributed Capital.....	-	-	-	-
290 Investment in General Fixed Assets.....	-	-	-	-
270-289 Fund Balance/Retained Earnings on 12/31.....	3,879,319	609,370	259,815	120,149
291-299 Other Equity.....	-	-	-	-
TOTAL FUND AND ACCOUNT GROUP EQUITY.....	3,879,319	609,370	259,815	120,149

Total Assets and Other Debits minus Total Liabilities and Other Credits must equal the Total Fund and Account Group Equity.

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | BALANCE SHEET

	PROPRIETARY FUNDS		FIDUCIARY FUND	ACCOUNT GROUPS		TOTAL
	Enterprise	Internal Service	Trust and Agency	General Fixed Assets	General Long Term Debt	Memorandum Only
ASSETS AND OTHER DEBITS						
100-120 Cash and Investments.....	-	-	1,755,381	-	-	6,678,515
140-144 Tax Receivable.....	-	-	-	-	-	47,830
121-129						
145-149 Accounts Receivable (excluding taxes).....	-	-	5,490	-	-	13,835
130 Due From Other Funds.....	-	-	-	-	-	43,672
131-139						
150-159 Other Current Assets.....	-	-	-	-	-	-
160-169 Fixed Assets.....	-	-	-	-	-	-
180-189 Other Debits.....	-	-	-	-	-	24,600
TOTAL ASSETS AND OTHER DEBITS.....	\$ -	\$ -	\$ 1,760,871	\$ -	\$ -	\$ 6,808,452

LIABILITIES AND OTHER CREDITS						
210-229 Payroll Taxes and Other Payroll Withholdings.....	-	-	-	-	-	27,544
200-209						
231-239 All Other Current Liabilities.....	-	-	-	-	-	107,712
230 Due To Other Funds.....	-	-	-	-	-	43,672
260-269 Long-Term Liabilities.....	-	-	-	-	-	-
240-259 Current Portion of Long-Term Debt & Other Credits.....	-	-	-	-	-	-
TOTAL LIABILITIES AND OTHER CREDITS.....	-	-	-	-	-	178,928

FUND AND ACCOUNT GROUP EQUITY						
281-284 Contributed Capital.....	-	-	-	-	-	-
290 Investment in General Fixed Assets.....	-	-	-	-	-	-
270-289 Fund Balance/Retained Earnings on 12/31.....	-	-	1,760,871	-	-	6,629,524
291-299 Other Equity.....	-	-	-	-	-	-
TOTAL FUND AND ACCOUNT GROUP EQUITY.....	-	-	1,760,871	-	-	6,629,524

TOTAL LIABILITIES AND FUND AND ACCOUNT GROUP EQUITY.....	\$ 6,808,452
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Total Assets and Other Debits minus Total Liabilities and Other Credits must equal the Total Fund and Account Group Equity.

STATEMENT OF REVENUES AND EXPENDITURES

December 31, 2018

REVENUES		GOVERNMENTAL FUNDS			
		Special Revenue (Including State Liquid Fuels)			
TAXES		General Fund	Capital Projects	Debt Service	
301.00	Real Estate Taxes.....	618,572	109,947	-	34,559
305.00	Occupation Taxes (levied under municipal code).....	-	-	-	-
308.00	Residence Taxes (levied by cities of the 3rd Class).....	-	-	-	-
309.00	Regional Asset District Sales Tax (Allegheny County municipalities only).....	-	-	-	-
310.00	Per Capita Taxes.....	-	-	-	-
310.10	Real Estate Transfer Taxes.....	84,952	-	-	-
310.20	Earned Income Taxes/Wage Taxes.....	479,560	-	-	-
310.30	Business Gross Receipts Taxes.....	-	-	-	-
310.40	Occupation Taxes (levied under Act 511).....	-	-	-	-
310.50	Local Services Tax**.....	48,468	-	-	-
310.60	Amusement/Admission Taxes.....	-	-	-	-
310.70	Mechanical Device Taxes.....	-	-	-	-
310.90	Other Local Tax Enabling Act/Act 511 Taxes.....	-	-	-	-
				
				
				
TOTAL TAXES.....		\$ 1,231,552	\$ 109,947	\$ -	\$ 34,559

LICENSES & PERMITS					
320-322	All Other Licenses and Permits.....	20,695	-	-	-
321.80	Cable Television Franchise Fees.....	56,853	-	-	-
TOTAL LICENSES & PERMITS.....		77,548	-	-	-

FINES & FORFEITS					
330-332	Fines and Forfeits.....	24,301	-	-	-
TOTAL FINES & FORFEITS.....		24,301	-	-	-

INTEREST, RENTS & ROYALTIES					
341.00	Interest Earnings.....	41,119	2,104	304	303
342.00	Rents and Royalties.....	25,094	-	-	31,813
TOTAL INTEREST, RENTS & ROYALTIES.....		66,213	2,104	304	32,116

**This tax was known as the Occupational Privilege Tax (OPT) prior to 2005 and the Emergency and Municipal Services Tax prior to 2008.

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | STATEMENT OF REVENUES AND EXPENDITURES

REVENUES		PROPRIETARY FUNDS		FIDUCIARY FUND	TOTAL
TAXES		Enterprise	Internal Service	Trust and Agency	Memorandum Only
301.00	Real Estate Taxes.....	-	-	-	763,078
305.00	Occupation Taxes (levied under municipal code).....	-	-	-	-
308.00	Residence Taxes (levied by cities of the 3rd Class).....	-	-	-	-
309.00	Regional Asset District Sales Tax (Allegheny County municipalities only).....	-	-	-	-
310.00	Per Capita Taxes.....	-	-	-	-
310.10	Real Estate Transfer Taxes.....	-	-	-	84,952
310.20	Earned Income Taxes/Wage Taxes.....	-	-	-	479,560
310.30	Business Gross Receipts Taxes.....	-	-	-	-
310.40	Occupation Taxes (levied under Act 511).....	-	-	-	-
310.50	Local Services Tax**.....	-	-	-	48,468
310.60	Amusement/Admission Taxes.....	-	-	-	-
310.70	Mechanical Device Taxes.....	-	-	-	-
310.90	Other Local Tax Enabling Act/Act 511 Taxes.....	-	-	-	-
				
				
				
TOTAL TAXES.....		\$ -	\$ -	\$ -	\$ 1,376,058

LICENSES & PERMITS					
320-322	All Other Licenses and Permits.....	-	-	-	20,695
321.80	Cable Television Franchise Fees.....	-	-	-	56,853
TOTAL LICENSES & PERMITS.....		-	-	-	77,548

FINES & FORFEITS					
330-332	Fines and Forfeits.....	-	-	-	24,301
TOTAL FINES & FORFEITS.....		-	-	-	24,301

INTEREST, RENTS & ROYALTIES					
341.00	Interest Earnings.....	-	-	2,243	46,073
342.00	Rents and Royalties.....	-	-	-	56,907
TOTAL INTEREST, RENTS & ROYALTIES.....		-	-	2,243	102,980

**This tax was known as the Occupational Privilege Tax (OPT) prior to 2005 and the Emergency and Municipal Services Tax prior to 2008.

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | STATEMENT OF REVENUES AND EXPENDITURES

INTERGOVERNMENTAL REVENUES		GOVERNMENTAL FUNDS			
		Special Revenue (Including State Liquid Fuels)			
FEDERAL		General Fund		Capital Projects	Debt Service
351.03	Highways and Streets.....	-	-	-	-
351.09	Community Development.....	-	-	-	-
351.00	All Other Federal Capital and Operating Grants.....	-	-	-	-
352.01	National Forest.....	-	-	-	-
352.00	All Other Federal Shared Revenue & Entitlements.....	-	-	-	-
353.00	Federal Payments in Lieu of Taxes.....	-	-	-	-
TOTAL FEDERAL		-	-	-	-

STATE					
354.03	Highways and Streets.....	-	-	-	-
354.09	Community Development.....	-	-	-	-
354.15	Recycling/Act 101.....	-	13,794	-	-
354.00	All Other State Capital and Operating Grants.....	-	-	33,442	-
355.01	Public Utility Realty Tax (PURTA).....	1,380	-	-	-
355.02 - 355.03	Motor Vehicle Fuel Tax (Liquid Fuels Tax) and State Road Turnback.....	-	99,164	-	-
355.04	Alcoholic Beverage Licenses.....	600	-	-	-
355.05	General Municipal Pension System State Aid.....	46,844	-	-	-
355.07	Foreign Fire Insurance Tax Distribution.....	18,541	-	-	-
355.08	Local Share Assessment/Gaming Proceeds.....	-	-	-	-
355.09	Marcellus Shale Impact Fee Distribution.....	-	-	-	-
355.00	All Other State Shared Revenues & Entitlements.....	1,723	4,985	-	-
356.00	State Payments in Lieu of Taxes.....	-	-	-	-
TOTAL STATE		69,088	117,943	33,442	-

LOCAL GOVERNMENT UNITS					
357.03	Highways and Streets.....	-	-	-	-
357.00	All Other Local Governmental Units Capital and Operating Grants.....	-	-	-	-
358.00	Local Government Unit Shared Payments for Contracted Intergovernmental Services.....	13,049	-	-	-
359.00	Local Governmental Units, Authorities Payments and Payments in Lieu of Taxes.....	-	-	-	-
TOTAL LOCAL GOVERNMENT UNITS		13,049	-	-	-

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | STATEMENT OF REVENUES AND EXPENDITURES

INTERGOVERNMENTAL REVENUES		PROPRIETARY FUNDS		FIDUCIARY FUND	TOTAL
		Enterprise	Internal Service	Trust and Agency	Memorandum Only
FEDERAL					
351.03	Highways and Streets.....	-	-	-	-
351.09	Community Development.....	-	-	-	-
351.00	All Other Federal Capital and Operating Grants.....	-	-	-	-
352.01	National Forest.....	-	-	-	-
352.00	All Other Federal Shared Revenue & Entitlements.....	-	-	-	-
353.00	Federal Payments in Lieu of Taxes.....	-	-	-	-
TOTAL FEDERAL		-	-	-	-

STATE					
354.03	Highways and Streets.....	-	-	-	-
354.09	Community Development.....	-	-	-	-
354.15	Recycling/Act 101.....	-	-	-	13,794
354.00	All Other State Capital and Operating Grants.....	-	-	-	33,442
355.01	Public Utility Realty Tax (PURTA).....	-	-	-	1,380
355.02 - 355.03	Motor Vehicle Fuel Tax (Liquid Fuels Tax) and State Road Turnback.....	-	-	-	99,164
355.04	Alcoholic Beverage Licenses.....	-	-	-	600
355.05	General Municipal Pension System State Aid.....	-	-	-	46,844
355.07	Foreign Fire Insurance Tax Distribution.....	-	-	-	18,541
355.08	Local Share Assessment/Gaming Proceeds.....	-	-	-	-
355.09	Marcellus Shale Impact Fee Distribution.....	-	-	-	-
355.00	All Other State Shared Revenues & Entitlements.....	-	-	-	6,708
356.00	State Payments in Lieu of Taxes.....	-	-	-	-
TOTAL STATE		-	-	-	220,473

LOCAL GOVERNMENT UNITS					
357.03	Highways and Streets.....	-	-	-	-
357.00	All Other Local Governmental Units Capital and Operating Grants.....	-	-	-	-
358.00	Local Government Unit Shared Payments for Contracted Intergovernmental Services.....	-	-	-	13,049
359.00	Local Governmental Units, Authorities Payments and Payments in Lieu of Taxes.....	-	-	-	-
TOTAL LOCAL GOVERNMENT UNITS		-	-	-	13,049

TOTAL INTERGOVERNMENTAL REVENUES	233,522
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REVENUES		GOVERNMENTAL FUNDS			
		Special Revenue (Including State Liquid Fuels)			
CHARGES FOR SERVICE		General Fund	Capital Projects	Debt Service	
361.00	General Government.....	13,457	-	-	-
362.00	Public Safety.....	79,557	-	-	-
363.20	Parking.....	-	-	-	-
363.00	All Other Charges for Highway & Streets Services.....	-	-	-	-
364.10	Wastewater/Sewage Charges.....	-	-	-	-
364.30	Solid Waste Collection & Disposal Charge (trash).....	-	-	-	-
364.60	Host Municipality Benefit Fee for Solid Waste Facility.....	-	-	-	-
364.00	All Other Charges for Sanitation Services.....	-	-	-	-
365.00	Health.....	-	-	-	-
366.00	Human Services.....	-	-	-	-
367.00	Culture and Recreation.....	-	-	-	-
368.00	Airports.....	-	-	-	-
369.00	Bars.....	-	-	-	-
370.00	Cemeteries.....	-	-	-	-
372.00	Electric System.....	-	-	-	-
373.00	Gas System.....	-	-	-	-
374.00	Housing System.....	-	-	-	-
375.00	Markets.....	-	-	-	-
377.00	Transit Systems.....	-	-	-	-
378.00	Water System.....	-	-	-	-
379.00	All Other Charges for Service.....	-	-	-	-
TOTAL CHARGES FOR SERVICE		93,014	-	-	-

UNCLASSIFIED OPERATING REVENUES					
383.00	Assessments.....	640	-	-	-
386.00	Escheats (sale of personal property).....	-	-	-	-
387.00	Contributions & Donations from Private Sectors.....	150	8,523	-	-
388.00	Fiduciary Fund Pension Contributions.....				
389.00	All Other Unclassified Operating Revenues***.....	2,749	801	-	-
TOTAL UNCLASSIFIED OPERATING REVENUES		3,539	9,324	-	-

OTHER FINANCING SOURCES					
391.00	Proceeds of General Fixed Asset Disposition.....	22	-	-	-
392.00	Interfund Operating Transfers**.....	-	-	161,428	-
393.00	Proceeds of General Long-Term Debt.....	-	-	-	-
394.00	Proceeds of Short-Term Debt.....	-	-	-	-
395.00	Refunds of Prior Year Expenditures.....	31,110	-	-	-
TOTAL OTHER FINANCING SOURCES		31,132	-	161,428	-

TOTAL REVENUES	1,609,436	239,318	195,174	66,675
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** The total of line 392.00 must match the total of line 492.00

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*** This amount cannot be greater than 1% of "TOTAL REVENUES" in each of the funds.

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | STATEMENT OF REVENUES AND EXPENDITURES

REVENUES		PROPRIETARY FUNDS		FIDUCIARY FUND	TOTAL
CHARGES FOR SERVICE		Enterprise	Internal Service	Trust and Agency	Memorandum Only
361.00	General Government.....	-	-	-	13,457
362.00	Public Safety.....	-	-	-	79,557
363.20	Parking.....	-	-	-	-
363.00	All Other Charges for Highway & Streets Services.....	-	-	-	-
364.10	Wastewater/Sewage Charges.....	-	-	-	-
364.30	Solid Waste Collection & Disposal Charge (trash).....	-	-	-	-
364.60	Host Municipality Benefit Fee for Solid Waste Facility.....	-	-	-	-
364.00	All Other Charges for Sanitation Services.....	-	-	-	-
365.00	Health.....	-	-	-	-
366.00	Human Services.....	-	-	-	-
367.00	Culture and Recreation.....	-	-	-	-
368.00	Airports.....	-	-	-	-
369.00	Bars.....	-	-	-	-
370.00	Cemeteries.....	-	-	-	-
372.00	Electric System.....	-	-	-	-
373.00	Gas System.....	-	-	-	-
374.00	Housing System.....	-	-	-	-
375.00	Markets.....	-	-	-	-
377.00	Transit Systems.....	-	-	-	-
378.00	Water System.....	-	-	-	-
379.00	All Other Charges for Service.....	-	-	-	-
TOTAL CHARGES FOR SERVICE		-	-	-	93,014

UNCLASSIFIED OPERATING REVENUES					
383.00	Assessments.....	-	-	-	640
386.00	Escheats (sale of personal property).....	-	-	-	-
387.00	Contributions & Donations from Private Sectors.....	-	-	-	8,673
388.00	Fiduciary Fund Pension Contributions.....			70,779	70,779
389.00	All Other Unclassified Operating Revenues***.....	-	-	-	3,550
TOTAL UNCLASSIFIED OPERATING REVENUES		-	-	70,779	83,642

OTHER FINANCING SOURCES					
391.00	Proceeds of General Fixed Asset Disposition.....	-	-	-	22
392.00	Interfund Operating Transfers**.....	-	-	-	161,428
393.00	Proceeds of General Long-Term Debt.....	-	-	-	-
394.00	Proceeds of Short-Term Debt.....	-	-	-	-
395.00	Refunds of Prior Year Expenditures.....	-	-	-	31,110
TOTAL OTHER FINANCING SOURCES		-	-	-	192,560

TOTAL REVENUES	-	-	73,022	2,183,625
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** The total of line 392.00 must match the total of line 492.00

*** This amount cannot be greater than 1% of "TOTAL REVENUES" in each of the funds.

EXPENDITURES		GOVERNMENTAL FUNDS			
		Special Revenue (Including State Liquid Fuels)			
GENERAL GOVERNMENT		General Fund		Capital Projects	Debt Service
400.00	Legislative (Governing) Body.....	10,758	-	-	-
401.00	Executive (Manager or Mayor).....	153,436	-	-	-
402.00	Auditing Services/Financial Administration.....	15,006	-	-	-
403.00	Tax Collection.....	17,221	-	-	-
404.00	Solicitor/Legal Services.....	38,226	-	-	-
405.00	Secretary/Clerk.....	-	-	-	-
406.00	Other General Government Administration.....	12,082	-	-	-
407.00	IT-Networking Services-Data Processing.....	-	-	-	-
408.00	Engineering Services.....	37,158	-	-	-
409.00	General Government Buildings and Plant.....	29,472	-	14,787	-
TOTAL GENERAL GOVERNMENT		313,359	-	14,787	-

PUBLIC SAFETY					
410.00	Police.....	529,286	2,545	44,541	-
411.00	Fire.....	50,087	19,500	-	-
412.00	Ambulance/Rescue.....	-	-	-	-
413.00	UCC and Code Enforcement.....	15,312	-	-	-
414.00	Planning and Zoning.....	3,469	-	-	-
415.00	Emergency Management & Communications.....	-	-	-	-
416.00	Militia and Armories.....	-	-	-	-
417.00	Examination of Licensed Occupations.....	-	-	-	-
418.00	Public Scales (weights and measures).....	-	-	-	-
419.00	Other Public Safety.....	-	-	-	-
TOTAL PUBLIC SAFETY		598,154	22,045	44,541	-

HEALTH AND HUMAN SERVICES					
420.00-425.00	Health and Human Services.....	-	-	-	-

PUBLIC WORKS - SANITATION					
426.00	Recycling Collection and Disposal.....	-	-	-	-
427.00	Solid Waste Collection and Disposal (trash).....	-	-	-	-
428.00	Weed Control.....	-	-	-	-
429.00	Wastewater/Sewage Collection & Treatment.....	-	-	-	-
TOTAL PUBLIC WORKS - SANITATION		-	-	-	-

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | STATEMENT OF REVENUES AND EXPENDITURES

EXPENDITURES		PROPRIETARY FUNDS		FIDUCIARY FUND	TOTAL
		Enterprise	Internal Service	Trust and Agency	Memorandum Only
GENERAL GOVERNMENT					
400.00	Legislative (Governing) Body.....	-	-	-	10,758
401.00	Executive (Manager or Mayor).....	-	-	-	153,436
402.00	Auditing Services/Financial Administration.....	-	-	-	15,006
403.00	Tax Collection.....	-	-	-	17,221
404.00	Solicitor/Legal Services.....	-	-	-	38,226
405.00	Secretary/Clerk.....	-	-	-	-
406.00	Other General Government Administration.....	-	-	-	12,082
407.00	IT-Networking Services-Data Processing.....	-	-	-	-
408.00	Engineering Services.....	-	-	-	37,158
409.00	General Government Buildings and Plant.....	-	-	-	44,259
TOTAL GENERAL GOVERNMENT		-	-	-	328,146

PUBLIC SAFETY					
410.00	Police.....	-	-	-	576,372
411.00	Fire.....	-	-	-	69,587
412.00	Ambulance/Rescue.....	-	-	-	-
413.00	UCC and Code Enforcement.....	-	-	-	15,312
414.00	Planning and Zoning.....	-	-	-	3,469
415.00	Emergency Management & Communications.....	-	-	-	-
416.00	Militia and Armories.....	-	-	-	-
417.00	Examination of Licensed Occupations.....	-	-	-	-
418.00	Public Scales (weights and measures).....	-	-	-	-
419.00	Other Public Safety.....	-	-	-	-
TOTAL PUBLIC SAFETY		-	-	-	664,740

HEALTH AND HUMAN SERVICES					
420.00-425.00	Health and Human Services.....	-	-	-	-

PUBLIC WORKS - SANITATION					
426.00	Recycling Collection and Disposal.....	-	-	-	-
427.00	Solid Waste Collection and Disposal (garbage).....	-	-	-	-
428.00	Weed Control.....	-	-	-	-
429.00	Wastewater/Sewage Collection & Treatment.....	-	-	-	-
TOTAL PUBLIC WORKS - SANITATION		-	-	-	-

EXPENDITURES		GOVERNMENTAL FUNDS			
		Special Revenue (Including State Liquid Fuels)			
PUBLIC WORKS - HIGHWAYS & STREETS		General Fund		Capital Projects	Debt Service
430.00	General Services - Administration.....	94,782	-	12,285	-
431.00	Cleaning of Streets and Gutters.....	-	-	-	-
432.00	Winter Maintenance - Snow Removal.....	-	5,540	-	-
433.00	Traffic Control Devices.....	-	1,235	-	-
434.00	Street Lighting.....	-	25,805	-	-
435.00	Sidewalks and Crosswalks.....	-	-	-	-
436.00	Storm Sewers and Drains.....	-	-	-	-
437.00	Repairs of Tools and Machinery.....	-	399	-	-
438.00	Maintenance & Repairs of Roads & Bridges.....	-	224,324	-	-
439.00	Highway Construction and Rebuilding Projects.....	6,004	-	-	-
TOTAL PUBLIC WORKS - HIGHWAYS & STREETS.....		100,786	257,303	12,285	-

PUBLIC WORKS - OTHER SERVICES					
440.00	Airports.....	-	-	-	-
441.00	Cemeteries.....	-	-	-	-
442.00	Electric System.....	-	-	-	-
443.00	Gas System.....	-	-	-	-
444.00	Markets.....	-	-	-	-
445.00	Parking	-	-	-	-
446.00	Storm Water and Flood Control.....	-	-	-	-
447.00	Transit System.....	-	-	-	-
448.00	Water System.....	-	-	-	-
449.00	Water Transport and Terminals.....	-	-	-	-
TOTAL PUBLIC WORKS - OTHER SERVICES.....		-	-	-	-

CULTURE AND RECREATION					
451.00	Culture-Recreation Administration.....	-	-	-	-
452.00	Participant Recreation.....	-	-	-	-
453.00	Spectator Recreation.....	-	-	-	-
454.00	Parks.....	2,878	24,156	-	-
455.00	Shade Trees.....	-	-	-	-
456.00	Libraries.....	-	19,500	-	-
457.00	Civil and Military Celebrations.....	-	-	-	-
458.00	Senior Citizens' Centers.....	-	-	-	-
459.00	All Other Culture and Recreation.....	-	-	-	-
TOTAL CULTURE AND RECREATION.....		2,878	43,656	-	-

COMMUNITY DEVELOPMENT					
461.00	Conservation of Natural Resources.....	-	-	-	-
462.00	Community Development and Housing.....	-	-	-	-
463.00	Economic Development.....	-	-	-	-
464.00	Economic Opportunity.....	-	-	-	-
465.00 - 469.00	All Other Community Development.....	-	-	-	-
TOTAL COMMUNITY DEVELOPMENT.....		-	-	-	-

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | STATEMENT OF REVENUES AND EXPENDITURES

EXPENDITURES		PROPRIETARY FUNDS		FIDUCIARY FUND	TOTAL
		Enterprise	Internal Service	Trust and Agency	Memorandum Only
PUBLIC WORKS - HIGHWAYS & STREETS					
430.00	General Services - Administration.....	-	-	-	107,067
431.00	Cleaning of Streets and Gutters.....	-	-	-	-
432.00	Winter Maintenance - Snow Removal.....	-	-	-	5,540
433.00	Traffic Control Devices.....	-	-	-	1,235
434.00	Street Lighting.....	-	-	-	25,805
435.00	Sidewalks and Crosswalks.....	-	-	-	-
436.00	Storm Sewers and Drains.....	-	-	-	-
437.00	Repairs of Tools and Machinery.....	-	-	-	399
438.00	Maintenance & Repairs of Roads & Bridges.....	-	-	-	224,324
439.00	Highway Construction and Rebuilding Projects.....	-	-	-	6,004
TOTAL PUBLIC WORKS - HIGHWAYS & STREETS.....		-	-	-	370,374

PUBLIC WORKS - OTHER SERVICES					
440.00	Airports.....	-	-	-	-
441.00	Cemeteries.....	-	-	-	-
442.00	Electric System.....	-	-	-	-
443.00	Gas System.....	-	-	-	-
444.00	Markets.....	-	-	-	-
445.00	Parking	-	-	-	-
446.00	Storm Water and Flood Control.....	-	-	-	-
447.00	Transit System.....	-	-	-	-
448.00	Water System.....	-	-	-	-
449.00	Water Transport and Terminals.....	-	-	-	-
TOTAL PUBLIC WORKS - OTHER SERVICES.....		-	-	-	-

CULTURE AND RECREATION					
451.00	Culture-Recreation Administration.....	-	-	-	-
452.00	Participant Recreation.....	-	-	-	-
453.00	Spectator Recreation.....	-	-	-	-
454.00	Parks.....	-	-	401	27,435
455.00	Shade Trees.....	-	-	-	-
456.00	Libraries.....	-	-	-	19,500
457.00	Civil and Military Celebrations.....	-	-	-	-
458.00	Senior Citizens' Centers.....	-	-	-	-
459.00	All Other Culture and Recreation.....	-	-	-	-
TOTAL CULTURE AND RECREATION.....		-	-	401	46,935

COMMUNITY DEVELOPMENT					
461.00	Conservation of Natural Resources.....	-	-	-	-
462.00	Community Development and Housing.....	-	-	-	-
463.00	Economic Development.....	-	-	-	-
464.00	Economic Opportunity.....	-	-	-	-
465.00 - 469.00	All Other Community Development.....	-	-	-	-
TOTAL COMMUNITY DEVELOPMENT.....		-	-	-	-

EXPENDITURES		GOVERNMENTAL FUNDS			
		Special Revenue (Including State Liquid Fuels)			
		General Fund		Capital Projects	Debt Service
DEBT SERVICE					
471.00	Debt Principal (short-term and long-term).....	-	-	-	-
472.00	Debt Interest (short-term and long-term).....	-	-	-	-
475.00	Fiscal Agent Fees.....	-	-	-	-
TOTAL DEBT SERVICE		-	-	-	-

EMPLOYER PAID BENEFITS & WITHHOLDING ITEMS					
481.00	Employer Paid Withholding Taxes and Unemployment Compensation.....	62,480	-	-	-
482.00	Judgments and Losses.....	-	-	-	-
483.00	Pension/Retirement Fund Contributions.....	48,176	-	-	-
484.00	Worker Compensation Insurance.....	41,794	-	-	-
487.00	Group Insurance and Other Benefits.....	117,562	-	-	-
EMPLOYER PAID BENEFITS & WITHHOLDING ITEMS		270,012	-	-	-

INSURANCE					
486.00	Insurance, Casualty and Surety.....	75,599	-	-	-

UNCLASSIFIED OPERATING EXPENDITURES					
488.00	Fiduciary Fund Benefits and Refunds Paid.....				
489.00	All Other Unclassified Expenditures***.....	413	-	-	-
TOTAL UNCLASSIFIED OPERATING EXPENDITURES		413	-	-	-

OTHER FINANCING USES					
491.00	Refund of Prior Year Revenues.....	-	-	-	-
492.00	Interfund Operating Transfers**.....	161,428	-	-	-
493.00	All Other Financing Uses.....	-	-	-	-
TOTAL OTHER FINANCING USES		161,428	-	-	-

TOTAL EXPENDITURES		1,522,629	323,004	71,613	-
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EXCESS/DEFICIT OF REVENUES OVER EXPENDITURES		86,807	(83,686)	123,561	66,675
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** The total of line 492.00 must match the total of line 392.00

*** This amount cannot be greater than 1% of "TOTAL EXPENDITURES" in each of the funds.

2018 MUNICIPAL ANNUAL AUDIT AND FINANCIAL REPORT | STATEMENT OF REVENUES AND EXPENDITURES

EXPENDITURES	PROPRIETARY FUNDS		FIDUCIARY FUND	TOTAL
	Enterprise	Internal Service	Trust and Agency	Memorandum Only
DEBT SERVICE				
471.00 Debt Principal (short-term and long-term).....	-	-	-	-
472.00 Debt Interest (short-term and long-term).....	-	-	-	-
475.00 Fiscal Agent Fees.....	-	-	-	-
TOTAL DEBT SERVICE.....	-	-	-	-

EMPLOYER PAID BENEFITS & WITHHOLDING ITEMS				
481.00 Employer Paid Withholding Taxes and Unemployment Compensation.....	-	-	-	62,480
482.00 Judgments and Losses.....	-	-	-	-
483.00 Pension/Retirement Fund Contributions.....	-	-	-	48,176
484.00 Worker Compensation Insurance.....	-	-	-	41,794
487.00 Group Insurance and Other Benefits.....	-	-	-	117,562
EMPLOYER PAID BENEFITS & WITHHOLDING ITEMS.....	-	-	-	270,012

INSURANCE				
486.00 Insurance, Casualty and Surety.....	-	-	-	75,599

UNCLASSIFIED OPERATING EXPENDITURES				
488.00 Fiduciary Fund Benefits and Refunds Paid.....			95,392	95,392
489.00 All Other Unclassified Expenditures***.....	-	-	-	413
TOTAL UNCLASSIFIED OPERATING EXPENDITURES.....	-	-	95,392	95,805

OTHER FINANCING USES				
491.00 Refund of Prior Year Revenues.....	-	-	-	-
492.00 Interfund Operating Transfers**.....	-	-	-	161,428
493.00 All Other Financing Uses.....	-	-	-	-
TOTAL OTHER FINANCING USES.....	-	-	-	161,428

TOTAL EXPENDITURES.....	-	-	95,793	2,013,039
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EXCESS/DEFICIT OF REVENUES OVER EXPENDITURES.....	-	-	(22,771)	170,586
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** The total of line 492.00 must match the total of line 392.00

*** This amount cannot be greater than 1% of "TOTAL EXPENDITURES" in each of the funds.

DEBT STATEMENT

Purpose	Bond (B) Note (N)	Issue Date (year)	Maturity Date (year)	Original Amount of Issue	Outstanding Beginning of Year	Principal Incurred This Year (Additions)	Principal Paid This Year	Current Year Accretion of Compound Interest Bonds	Outstanding Year End	Plus (less) Unamortized Premium (Discount)	Total Balance
GENERAL OBLIGATION BONDS AND NOTES											
									-	-	\$ -
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
REVENUE BONDS AND NOTES											
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
LEASE RENTAL DEBT/GENERAL LEASES											
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
OTHER											
									-		\$ -
									-		\$ -
									-		\$ -
									-		\$ -
Total bonds and notes outstanding.....										\$	-
Capitalized lease obligations.....											-
Other debt.....											-
TOTAL OUTSTANDING DEBT.....										\$	-

STATEMENT OF CAPITAL EXPENDITURES

CATEGORY:	Capital Purchases	Capital Construction	Total
Community Development.....	-	-	-
Electric.....	-	-	-
Fire.....	-	-	-
Gas System.....	-	-	-
General Government.....	-	-	-
Health.....	-	-	-
Housing.....	-	-	-
Libraries.....	-	-	-
Mass Transit.....	-	-	-
Parks.....	-	-	-
Police.....	-	-	-
Recreation.....	-	-	-
Sewer.....	-	-	-
Solid Waste.....	-	-	-
Streets/Highways.....	-	238,238	238,238
Water.....	-	-	-
Other (Please specify)	-	-	-
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TOTAL CAPITAL EXPENDITURES* \$ 238,238

**Capital expenditures are generally considered to be those which result in additions to the value of fixed assets (land, buildings and other structures, machinery and equipment).*

EMPLOYEE COMPENSATION

Total salaries, wages, commissions, etc. paid this year
(including all employees and elected officials)** \$ 672,508

***Use income from box 16 of the W-3 Statement*



North Wales Borough Police Department

300 School Street, North Wales, Pa. 19454

Phone: 215-699-9279 Fax: 215-699-3765

E-Mail: NWPD@northwalesborough.org

Michael Eves

Chief of Police

meves@northwalesborough.org

August 22, 2019

Tex Mex Connection
201 E Main Street
North Wales, PA 19454

Dear Ms. Keyes,

Thank you for the donation of \$2500.00 to the North Wales Borough Police Department. Your generosity and stewardship help strengthen our community. We as a community are extremely grateful.

The donation has been earmarked for the D.A.R.E. program at North Wales Elementary School. D.A.R.E.'s *keepin' it REAL* Elementary School curriculum continues a more than thirty year commitment to providing cutting edge instruction that helps prevent drug use by developing basic, core skills needed for safe and responsible choices...skills that extend well beyond drugs to healthy and mature choices in life.

North Wales Borough operates as a political sub-division. Charitable contributions to governmental units are tax-deductible under section 170 (c) (1) of the Internal Revenue Code if made for a public purpose. No goods or services have been rendered in receipt of this gift.

As a Pennsylvania political subdivision operating under the above stated authority, contributions of gifts to the Borough of North Wales constitute a charitable deduction for federal tax purposes. The Borough's tax identification number is 23-60029196.

Thank you again and if you have any further questions, please feel free to contact me at 215-699-4424, ext 104.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Eves".

Chief Mike Eves, North Wales Borough Police Department

CC: Borough Council

C Hart, Borough Manager

J Covone, Principal North Wales Elementary

Roadway, Street & Area Lighting Upgrade Project Specifications & Proposal

Borough of North Wales
8/22/19

Prepared by:



Keystone Lighting Solutions
Michael Fuller, President

In Partnership with:

**Delaware Valley Regional Planning Commission's
Regional Streetlight Procurement Program**

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Executive Summary

RSLPP Overview

The Delaware Valley Regional Planning Commission's Regional Streetlight Procurement Program (RSLPP) allows regional municipalities to improve the performance of municipal street lighting, and specifically to design, procure, install, and finance the transition to light-emitting-diode (LED) lighting technology, and to maintain those improvements. The RSLPP is organized in four Phases: Phase 1: Feasibility; Phase 2: Project Development; Phase 3: Construction; and Phase 4: Post-Construction Operations and Maintenance.

Phase 2 Project Development Overview & Approach

Keystone Lighting Solutions (KLS) was competitively selected by the RSLPP to serve as the Design Services Professional for all four Phases of the program.

In Phase 1, KLS was contracted with DVRPC to provide a no-cost Feasibility Study for all participating municipalities. Municipalities proceeded to Phase 2 of the RSLPP by contracting with KLS to provide Project Development services, including a field audit of lighting equipment, analysis of gathered lighting data and attributes, a preliminary design (reviewed by the municipality), and a final design catered to municipal needs. Further, KLS is contracted with DVRPC to, on behalf of all municipalities in the RSLPP, develop and evaluate solicitations for the required vendors (distribution partner, manufacturer, and installation contractor) for this work. Project Development results in the following key deliverables, developed by KLS:

1. All raw data gathered during field auditing, delivered via web map and Excel. Data will have been scrubbed based on municipal feedback for data quality control (e.g. identification of correct boundary fixtures, etc.)
2. Final Project Specifications & Proposal guided by a design process that includes the following two steps. A detailed description of Project Design can be found in the Design Approach and Standardized Upgrade Plan section of this document.
 - a. A preliminary design based on roadway classification, key attributes from the field audit process (e.g. pole spacing, lamp type/wattage, location of intersections, etc.) identification of "special need" areas (e.g. high-crash locations), verified by photometric analysis, then
 - b. A final design, that replaced preliminary design, based on municipal feedback to preliminary design.
3. A Project Installation Worksheet, detailing a line by line installation schedule - provided at a later date with the final construction contract.
4. A Summary Bill of Material that lists unique products, their quantity, and extended total price – provided as Appendix D of this document.
5. A Schedule of Installation Values that lists unique Installation Items (e.g. cobrahead installation), Quantity, Unit Price & Extended Total Price - provided as Appendix C of this document.

6. A summary of DSP and DVRPC Program Fees – provided as Appendix E of this document.

How Contracting will work:

This Final Project Specification & Proposal has been developed by KLS to serve as the basis of your Construction Contract with the Installation Contractor. DVRPC's contracts with each of the RSLPP selected vendors (Distributor, Manufacturer, and Installer) have been assigned to the Installation Contractor who will hold the construction contract with each municipality. Municipality's "piggy-back" off of DVRPC's Construction Contract using Chapter 19 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901 et seq. Items 2-5 listed above will form the unique aspects of each municipalities Construction Contract with the selected RSLPP Installation Contractor, and will guide your construction project. Municipalities that enter into a Construction Contract with the Installation Contractor will have their Construction Contract managed by KLS as part of Phase 3 (Construction) services.

Project Goals and Special Applications

The following list of project goals and special applications was developed during discussions between municipality staff/management and KLS as part of your feasibility study. These goals and special applications were applied to the Final Design presented in this report

- **Project Goals**
 - Reduce Energy Costs
 - Reduce Maintenance Costs
 - Meet or Exceed Existing Lighting System Performance
- **Special Applications**
 - Two new cobrahead fixtures added on existing PECO poles to address currently unsafe street locations.

Project Scope of Work

The following is a list of all possible energy conservation measures (ECMs) presented for the lighting upgrade project. The “In Scope” column indicates which ECMs the municipality has chosen to include in the scope of work for the Final Project Specifications and Proposal:

Upgrade Category	In Scope
PECO Buyback	No
Cobrahead Lighting	Yes
Decorative Lighting	No
Area Lighting	Yes
Traffic Signals	No
Control Alternates*	In Scope
Manual Fixture Controls	Yes
Networked Control System	Option

** Basic photocell or timedclock control is included for all upgrade categories*

Executive Financial Summary

Below is an Executive Financial Summary. This summary table provides Total Annual Operating Cost Savings (includes energy and maintenance cost savings), Total Project Costs, and Payback for each Energy Conservation Measure (ECM).

PECO Baseline Adjustments	Total Operating Savings	Total Project Costs	Payback (Years)	GHG Reduction (MT/Year)
Streetlight Adjustment	(\$430)	\$0	0.0	(2.3)
Traffic Signal Adjustment	\$0	\$0		0.0

Typical ECM Combinations	Total Operating Savings	Total Project Costs	Payback (Years)	GHG Reduction (MT/Year)
Cobrahead Only ¹	\$3,817	\$43,724	11.5	11.3
Decorative Only ¹	\$2,113	\$24,370	11.5	10.3
Area Lighting	\$668	\$4,177	6.3	2.4
Cobrahead + Decorative ¹	\$6,360	\$68,095	10.7	23.9
Cobrahead ¹ + Area Lighting	\$4,484	\$47,901	10.7	15.0
Cobrahead + Decorative ¹ + Area Lighting	\$7,027	\$72,271	10.3	26.3
Cobrahead ¹ + Area Lighting + Manual Controls	\$4,484	\$53,252	11.9	26.3
Cobrahead ¹ + Area Lighting + Network Controls	\$6,477	\$78,909	12.2	26.3
Cobrahead + Decorative ¹ + Area Lighting + Manual Controls	\$7,027	\$77,622	11.0	26.3
Cobrahead + Decorative ¹ + Area Lighting + Network Controls	\$9,020	\$103,280	11.5	26.3

Notes:

1) Includes costs and savings of ECM upgrade + PECO baseline adjustments

Existing Lighting System

Unmetered Streetlight – PECO Energy and Cost Baseline

The table below represents the current Energy and Cost baseline for Unmetered Streetlights in your municipality, developed using the inventory of equipment that is represented on your unmetered PECO streetlight bill. Any energy cost savings realized from upgrades to the unmetered fixtures installed in your community will be realized through changes to this PECO bill(s). Because the quantities, types, and wattages of fixtures reflected on the PECO bill(s) vary from what is actually installed in the municipality, the table on the following page (Verified Existing Street Lighting System) is used as the basis of the Scope of Work for this project.

PECO Unmetered Streetlight Baseline (Consolidated Summary of all PECO Streetlight Bills)								
Fixture Type Code	Fixture Type Description	Location Count	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/Year	Total Annual Electric Costs
Streetlights								
05800S	Streetlight, 70W HPS		131	94	12.3	4,092	50,389	\$3,352
09500S	Streetlight, 100W HPS		39	131	5.1	4,092	20,906	\$1,391
16000S	Streetlight, 150W HPS		42	192	8.1	4,092	32,998	\$2,195
LED70W	Streetlight, 72W LED		14	70	1.0	4,092	4,010	\$267
Streetlight Totals			226		26.5		108,303	\$7,205
Energy Usage Sub-Total			226		26.5		108,303	\$7,205
Locations	Service Locations	204						\$16,353
Total Electric Bill Costs		204						\$23,558

*Service Location Distribution Charge (SLDC), also known as the "Tap Fee" is based on \$6.68 per location, per month. This is a fixed charge on your bill, and it is not impacted by the wattage of the fixture at each location. The costs associated with SLDC are expected to stay the same unless the quantity of service locations changes as a result of your RSLPP project. Estimates for any expected changes in SLDC as a result of the project will be modeled in the following section.

Unmetered Streetlight - Audit Verified Inventory and Adjustments

The table below represents the field-audited lighting inventory for all Unmetered Streetlights located in your municipality. This audit information has been analyzed by KLS and the municipality to ensure its accuracy. The inventory presented in the table below lists the quantities and types of fixtures eligible for conversion to LED, and serves as the basis for the scope of work for your project. Any differences from the existing PECO baseline and the field-audited lighting inventory is reflected in the adjustment table at the bottom of the page and will carry forward in the economic analysis in later sections.

Verified Existing Streetlight System (Based on field audit)								
Fixture Type Code	Fixture Type Description	Location Count	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/Year	Total Annual Electric Costs
Cobrahead								
CH-100W-HPS	Cobrahead, 100W HPS		42	131	5.5	4,092	22,514	\$1,498
CH-250W-HPS	Cobrahead, 250W HPS		2	294	0.6	4,092	2,406	\$160
CH-70W-HPS	Cobrahead, 70W HPS		115	94	10.8	4,092	44,235	\$2,943
CH-51W-LED	Cobrahead, 51W LED		12	51	0.6	4,092	2,504	\$167
CH-99W-LED	Cobrahead, 99W LED		2	99	0.2	4,092	810	\$54
CH-72W-LED	Cobrahead, 72W LED		1	70	0.1	4,092	286	\$19
Cobrahead Totals			174		17.8		72,756	\$4,840
Decorative								
4SC-70W-HPS	4-Sided Colonial, 70W HPS		3	94	0.3	4,092	1,154	\$77
CA-150W-HPS	Caged Acorn, 150W, HPS		52	192	10.0	4,092	40,855	\$2,718
Decorative Totals			55	286	10.3		42,008	\$2,795
Energy Usage Sub-Total			229		28.0		114,764	\$7,635
Locations	Service Locations	204						\$16,353
Total Electric Bill Costs		204						\$23,988

PECO Inventory Adjustment and Impact (PECO bill impact of differences between PECO baseline and audit of existing fixtures)								
Adjustment Type	Location Count	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/Year	Total Annual Electric Costs	
PECO Baseline kWh		226		26.5	4,092	108,303	\$7,205	
Audit Verified Existing kWh		229		28.0	4,092	114,764	\$7,635	
kWh Adjustment Savings (+) and Costs (-)		(3)		(1.6)		(6,461)	(\$430)	
PECO Baseline Locations								
Audit Verified Existing Locations								
Location Adjustment Savings (+) and Costs (-)	0						\$0	
Total Adjustment Savings (+) and Costs (-)							(\$430)	

Metered Area Lighting – Audit Verified Inventory

The table below represents the audit verified inventory of metered area lighting and the associated energy costs. This baseline will be used for comparison to the proposed upgrade solution to determine savings.

Metered Area Lighting Existing (Municipality provided information)							
Fixture Type Code	Fixture Type Description	Fixture Quantity	Fixture Watts	Total kW	Annual Operating Hours	Total kWh/ Year	Total Annual Electric Costs
Cobrahead							
CH-70W-HPS	Cobrahead, 70W HPS	5	94	0.5	4,092	1,923	\$152
SEC-99W-HPS	Security Light, Undefined Lamp Ty	1	131	0.1	4,092	536	\$42
Cobrahead Totals		6		0.6		2,459	\$194
Area Lighting							
BL-175W-MV	Bollard, 175W MV	5	191	1.0	4,092	3,908	\$308
CAN-175W-MV	Canopy, 175W MV	1	191	0.2	4,092	782	\$62
CAN-150W-HPS	Canopy, 150W HPS	1	192	0.2	4,092	786	\$62
SB-150W-HPS	Shoebox Area Light, 250W HPS	7	192	1.3	4,092	5,500	\$434
WP-70W-HPS	Wallpack, 70W HPS	1	94	0.1	4,092	385	\$30
FL-90W-INC	Floodlight, 90W, INC	6	90	0.5	4,092	2,210	\$174
Area Lighting Totals		21		3.3		13,569	\$1,071
Decorative							
CA-150W-HPS	Caged Acorn, 150W, HPS	2	192	0.4	4,092	1,571	\$124
AC-175W-MH	Acorn w/ Cap, 175W, MH	2	192	0.4	4,092	1,571	\$124
Decorative Totals		4		0.8		3,143	\$248
Total Electric Bill Costs		31		4.7		19,171	\$1,513

Design Approach and Standardized Upgrade Plan

Design Approach

The RSLPP is focused on delivering operating cost savings with low project costs while maintaining or improving lighting performance relative to the existing lighting system. The replacement fixtures used for this project were identified during the RSLPP procurement process, which evaluated and selected the best performing LED fixtures that could be applied to typical applications found in our region's roadways. The following typical applications were evaluated during the RSLPP procurement process to select high-performing manufacturer solutions: Cobrahead (Local, Major & Collector roadways) and 4-Sided Colonial (low and high volume Local Residential streets). For each typical application analysis KLS evaluates illumination (quantity of light) levels and uniformity ratios (how light spreads) against IES RP-8 standards. Actual municipality applications will likely not match typical applications (i.e. pole spacing, fixture mounting height) and therefore are likely not to meet IES RP-8 standards. However, evaluation solutions against IES RP-8 standards during the procurement process ensures that the best possible applications will be available for the RSLPP projects.

Lighting performance is not solely based on illumination levels and uniformity, but is also impacted by other factors including high angle glare, source-brightness, uplight/backlight, and color temperature. Many of these factors impact a human's perceived visibility of a lit environment. These factors were also evaluated in the RSLPP procurement process.

The final project design and specifications for LED lighting fixtures represented in this document were developed using the following general approach:

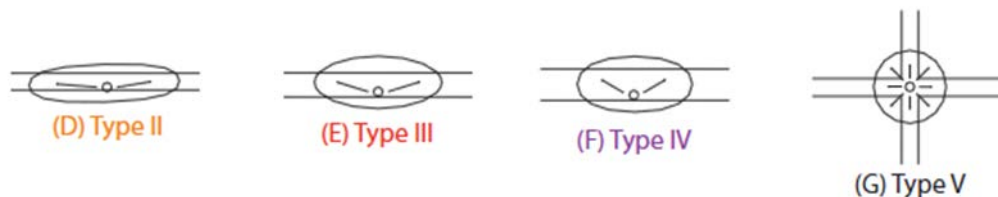
- 1) **Gather field audit information** – The design process begins with a field audit to identify the existing locations and attributes of your incumbent street lighting system and when possible match them with pre-existing PECO address information. The locations of your existing streetlights will remain for your LED conversion project, as moving fixtures to new locations would be cost prohibitive and unnecessary to achieve the RSLPP design goals. During the field audit, KLS gathers many key pieces of information on your existing lighting system, including but not limited to the geolocation of the pole, pole type and style, the fixture style (e.g. cobrahead or decorative), the mounting height of the fixture, length of the arm, angle of the arm to the roadway or intersection, and the wattage of the lamp. These attributes inform the rest of the design process. The audit process uses various sources to identify lamp wattage and type, in preference order: municipality confirmed specifications, observed lamp identified tag on fixture, PECO data when record can be matched to existing information, likely wattage given application and adjacent fixtures with known lamp types and wattages.
- 2) **Identify the correct fixture type for the application** – In most cases the existing fixture style that was identified in the field audit (e.g. cobrahead or decorative) is the appropriate fixture type for the lighting application, and a replacement LED fixture of the same style will be used. If a different fixture style is warranted it will be specified and reviewed with the municipality.
- 3) **Identify the correct LED wattage and lumen package for proposed fixture** – There are two aspects to identifying the correct replacement wattage and lumen package for the new fixture. The first aspect is to identify a replacement LED fixture that meets or exceeds the illumination

levels of the existing fixture. The second aspect is standardizing the replacement fixtures to make sure that similar fixture types and wattages are utilized on similar roadway types defined by traffic volume data or roadway classification and municipal input. See the table in the Standardized Upgrade Plan for an overview of the standardization upgrade strategy applied to RSLPP projects.

Upgrade recommendations will also be advised by a less technical, but equally relevant approach, which is to utilize the general knowledge of what upgrades have worked well on previous rounds of the RSLPP and other KLS projects. This secondary assessment is be used as a “sanity” check to the previous analysis driven approach discussed above. Some municipalities may make a decision, possibly consistent with current illumination levels, to have a relatively higher or lower illumination level than the standard recommended by KLS.

For area lighting applications (non-roadway), spaces to be illuminated are highly variable and not subject to standardization, the design approach of meeting or exceeding the lighting performance of the existing fixture is utilized.

- 4) **Identify the correct fixture distribution type** – All LED fixtures provide options for a distribution type, which is how light spreads out from the fixture to the ground or work surface. These distribution types as defined by the Illumination Engineering Society have the following shapes:



For roadway lighting applications with a fixture and arm, Type II distributions are used for mid-street general roadway applications. For intersections, Type III or V distributions are the options considered. When a single fixture is illuminating an intersection and the arm positioned at an angle (e.g. 45-degree) such that the fixture is in-line with the middle of an intersection a type V distribution is utilized. For all other intersections a Type III distribution will be utilized.

For street lighting applications with a post-top fixture (e.g. 4-Sided Colonial) Type II distributions will be utilized at mid-street locations and Type V at intersections.

For area lighting applications, spaces to be illuminated are highly variable requiring distribution types to be specified on a case by case basis. It is common for forward-throw type IV distributions to be utilized for area lighting applications such as parking lots with fixtures located on the perimeter.

It should be noted that in addition to specifying the correct distribution types that control how light is spread toward the ground, the RSLPP also minimizes uplight through the specification of “cut-off” fixtures. Cut-off fixtures have no uplight (above 90-degrees). All RSLPP cobrahead, shoebox, wallpack types will be specified as “cut-off” fixtures. Due to the nature of the fixture design, decorative fixtures “cut-off” is not typically available for specification, but the RSLPP utilizes fixtures that minimize uplight.

- 5) **Select the preferred color temperature** – Color temperature is the general perception of the light source color. The metric for color temperature is the Correlated Color Temperature (CCT) measured in Kelvin (K) temperature. Older technology color temperatures could range from yellow (high pressure sodium, CCT = ~2200K) to warm-white (incandescent, ~2700K) to white (metal halide, CCT = ~4000K) and blue-white (mercury vapor, CCT = ~5000K+). LED technology is generally available within a range of white options from 3000K (warm white) to 6500K (blue white). The RSLPP offers CCT options from ~3000K (warm white) to ~4000K (white). Municipalities make their selection of color temperature based on preferences utilizing input from KLS and evaluating previous installation in neighboring municipalities. Color temperatures can be mixed within a municipality utilizing different types in different areas (e.g. residential neighborhoods, commercial districts, etc.).
- 6) **Traffic signal lamp and sign upgrades** – LED traffic signal lamp and pedestrian sign upgrades are direct 1-for-1 replacements of the existing lamps and signs. LED upgrades meet the same fit, form and function of the existing lamps and signs while delivering significant operating cost savings for an attractive return on investment.

Standardized Upgrade Plan

Based on the general design approach discussed above, the following standardized upgrade plan has been developed for this lighting upgrade project.

Cobrahead					
Local Roadway					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage ¹	Distribution Type ²	Color Temperature
High Pressure Sodium	70W or 100W	38W	53W	Mid-Street > Type 2 Intersection > Type 3 or 5	Municipality Choice 3000K or 4000K
Metal Halide	100W or 175W	38W	53W		
Mercury Vapor	100W or 175W	38W	53W		
Collector Roadway					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage ¹	Distribution Type	Color Temperature
High Pressure Sodium	150W	73W	88W	Mid-Street > Type 2 Intersection > Type 3 or 5	Municipality Choice 3000K or 4000K
Metal Halide	175W or 250W	73W	88W		
Mercury Vapor	175W or 250W	73W	88W		
Major Roadway					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage ¹	Distribution Type	Color Temperature
High Pressure Sodium	250W or 400W	106W	161W	Mid-Street > Type 2 Intersection > Type 3 or 5	Municipality Choice 3000K or 4000K
Metal Halide	250W or 400W	106W	161W		
Mercury Vapor	250W or 400W	106W	161W		
Notes:					
1) Bump up wattage could be selected for overall higher illumination levels (30-40%) throughout a municipality or at intersections. It also would be the recommended specification level when using controls with the expectation of dimming down to the desired design level at time of installation.					
2) Type 5 distribution to be used at intersections with a single fixture illuminating the interesection with arm positioned on 45-degree angle toward center of the intersection. All other intersection applications should use Type 3.					
4-Sided Colonial					
All Roadway Types					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage ¹	Distribution Type	Color Temperature
High Pressure Sodium	70W or 100W	39W	46W	Mid-Street > Type 2 Intersection > Type 5	Municipality Choice 3000K or 4000K
Metal Halide	100W or 175W	39W	46W		
Mercury Vapor	100W or 175W	39W	46W		
Notes:					
1) Bump up wattage could be selected for overall higher illumination levels throughout a municipality or at intersections					
Premium Decorative Fixtures (Lanterns & Acorns)					
All Roadway Types					
Existing Lamp Type	Typical Lamp Wattage	Proposed LED Fixture Watts	Optional Bump Up Wattage ¹	Distribution Type	Color Temperature
High Pressure Sodium	150W	40W	70W	Mid-Street > Type 2 Intersection > Type 5	Municipality Choice 3000K or 4000K
Metal Halide	175W	40W	70W		
Mercury Vapor	175W	40W	70W		
Notes:					
1) Bump up wattage could be selected for overall higher illumination levels throughout a municipality or at intersections					

Advanced Lighting Control Upgrade Options

Standard control solutions, such as fixture-mounted photocells that are currently being used in the municipality's existing lighting system will be offered as baseline replacement solutions for all new LED fixtures in this project. Retrofit kits will reuse existing photocells. Fixtures that are currently controlled by time clocks and/or master photocells, those centralized control systems will be used to control new LED fixtures. Advanced Lighting Controls can be layered on the standard LED fixture upgrade options in place of or in addition to the standard control solutions. The benefits of Advanced Lighting Control include the potential for additional energy and maintenance savings. There are no additional design costs associated with the specification of advanced lighting controls, but depending on the type of controls specified, there will be additional project costs to purchase and install the controls. The sections below define the available control options that have been identified through the RSLPP procurement process. Savings and project costs for Manual Fixture Controls and Network Control Solutions are provided for consideration in later sections.

Manual Fixture Controls

Manual Fixture Controls are available to control LED cobrahead and 4-sided colonial fixtures solutions selected through the RSLPP, and these would be specified in addition to a standard photocell. A manual fixture control is located in the fixture housing, not visible to the public, and allows for light levels to be adjusted up or down. When this control option is requested, the next higher fixture lumen package is specified and during installation the control is "dialed-down" to the desired wattage and lumen output at the time of installation. This option is not typically used to save energy but rather to provide future flexibility to increase or decrease illumination levels based on application needs. When LED fixtures are dimmed, they do experience longer life, which delivers additional maintenance savings. In Round I of the RSLPP more than 30% of municipalities choose this option. Manual fixture controls are not typically used area lighting fixtures. Below are the components and additional costs associated with these manual fixture controls:

- Cobrahead
 - Manual fixture control adder = \$15.29
 - Next higher lumen package fixture adder = \$10-30
 - No additional installation related costs
- 4-Sided Colonial
 - Manual fixture control adder = \$16.57
 - Next higher lumen package fixture adder = \$0-30
 - No additional installation related costs

Stand-Alone Dimming Controls

Stand-alone dimming controls are typically useful for area lighting fixtures where automatic dimming is desired during the fixture "on" period or where a timeclock is not available to turn lights off during the typical photocell fixture "on" period. Two types of stand-alone dimming controls are available: a **photocell replacement option** or a **separate dimming module** wired as an additional fixture component. These local connected controls allow for "pre-set" dimming schedules to be defined for each fixture. For example, if it is desired for a set of fixtures (e.g. parking lot) to illuminate at dusk, dim down to 30% at 2am and turn off at dawn, the local

connected control can be set for this specific dimming strategy. Often these controls can be connected to a local networking technology (e.g. Bluetooth) and re-programmed on-site. Below are the options and additional costs associated with these stand-alone dimming controls:

- Photocell Replacement Option
 - Photocell replacement unit price adder = \$44.02
 - No additional installation related costs
- Separate Dimming Module
 - Dimming module unit price adder = Pricing not evaluated in the RSLPP procurement process but available upon request
 - Installation unit price adder = Pricing not evaluated in the RSLPP procurement process but available upon request

Network Control System

If a municipality wants complete control of a lighting system with remote networked access, then a network control system can be specified and designed. These control systems allow a municipality to manage and remotely modify master dimming schedules for all connected fixtures. A network control system also monitors the operations of all connected fixtures. Outages or under-performing fixtures can be quickly identified and, in most cases, be included in a proactive reporting to the municipality. This option can be used to save energy but is typically specified for the asset management benefits. In Round I of the RSLPP one municipality choose this option.

For this round of the RSLPP, the network control system selected utilizes fixture mounted nodes that communicate via a mesh network to one or more gateways (municipality size) that communicate to a cloud-based server. Municipalities can access the cloud-based server with a standard internet connection. This control system will likely be eligible for the PECO SL-C tariff which could generate additional energy savings. Municipalities that install a network control system will not also need photocells.

Below are the components and additional costs associated with a network control system:

- Fixture Node
 - Node unit price adder = \$101.32
 - Node replaces standard photocell and associated cost (\$11.87)
 - Node annual fees = \$2/node/year or \$40/node for 20 years
 - No additional installation related costs
- Control System Gateway
 - Gateway unit price adder = \$1,593
 - Installation unit price adder = \$3,000
 - Multiple gateways may be required depending on municipality size

Upgrade Specifications & Savings

Annual Energy Savings – Unmetered Streetlights

The following table shows the energy and cost comparison between the field audit verified existing streetlight system and the proposed LED upgrade solutions. The resulting annual energy savings associated with the LED upgrade is also shown. If any differences were identified between the PECO energy and cost baseline and the field audit verified existing streetlight system, those adjustments and associated cost impacts are reflected in the PECO Inventory Adjustment at the bottom of the chart. The cost or savings impact of any service location adjustments (e.g. due to PECO buyback and tariff change) is also shown in this table.

Existing							Upgrade							Savings
Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Annual Energy Cost Savings
Cobrahead														
CH-100W-HPS	Cobrahead, 100W HPS	131	4	0.5	2,144	\$143	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	4	0.4	1,735	\$115	\$27
CH-100W-HPS	Cobrahead, 100W HPS	131	7	0.9	3,752	\$250	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	106	7	0.7	3,036	\$202	\$48
CH-100W-HPS	Cobrahead, 100W HPS	131	9	1.2	4,824	\$321	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	106	9	1.0	3,904	\$260	\$61
CH-100W-HPS	Cobrahead, 100W HPS	131	7	0.9	3,752	\$250	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	38	7	0.3	1,088	\$72	\$177
CH-100W-HPS	Cobrahead, 100W HPS	131	6	0.8	3,216	\$214	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	38	6	0.2	933	\$62	\$152
CH-100W-HPS	Cobrahead, 100W HPS	131	9	1.2	4,824	\$321	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	9	0.3	1,399	\$93	\$228
CH-250W-HPS	Cobrahead, 250W HPS	294	2	0.6	2,406	\$160	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	2	0.2	868	\$58	\$102
CH-70W-HPS	Cobrahead, 70W HPS	94	2	0.2	769	\$51	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	2	0.2	868	\$58	(\$7)
CH-70W-HPS	Cobrahead, 70W HPS	94	3	0.3	1,154	\$77	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	106	3	0.3	1,301	\$87	(\$10)
CH-70W-HPS	Cobrahead, 70W HPS	94	2	0.2	769	\$51	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	106	2	0.2	868	\$58	(\$7)
CH-70W-HPS	Cobrahead, 70W HPS	94	60	5.6	23,079	\$1,535	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	38	60	2.3	9,330	\$621	\$915
CH-70W-HPS	Cobrahead, 70W HPS	94	13	1.2	5,000	\$333	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	38	13	0.5	2,021	\$134	\$198
CH-70W-HPS	Cobrahead, 70W HPS	94	35	3.3	13,463	\$896	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	35	1.3	5,442	\$362	\$534
CH-51W-LED	Cobrahead, 51W LED	51	12	0.6	2,504	\$167	No Upgrade	No Upgrade	51	12	0.6	2,504	\$167	\$0
CH-99W-LED	Cobrahead, 99W LED	99	2	0.2	810	\$54	No Upgrade	No Upgrade	99	2	0.2	810	\$54	\$0
CH-72W-LED	Cobrahead, 72W LED	70	1	0.1	286	\$19	No Upgrade	No Upgrade	70	1	0.1	286	\$19	\$0
New	New Installation						CH-38W-LED-T2-4K (+PC, +ARM6')	Cobrahead, LED, 38W, Type 2 (New Install with 6' Arm)	38	2	0.1	311	\$21	(\$21)
Cobrahead Total			174	17.8	72,756	\$4,840				176	9.0	36,705	\$2,442	\$2,398
Decorative														
4SC-70W-HPS	4-Sided Colonial, 70W HPS	94	1	0	384.6	26	4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	39	1	0.0	160	\$11	\$15
4SC-70W-HPS	4-Sided Colonial, 70W HPS	94	2	0	769.3	51	4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	39	2	0.1	319	\$21	\$30
CA-150W-HPS	Caged Acorn, 150W, HPS	192	32	6	25,141.2	1,673	RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	40	32	1.3	5,238	\$348	\$1,324
CA-150W-HPS	Caged Acorn, 150W, HPS	192	20	4	15,713.3	1,045	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	40	20	0.8	3,274	\$218	\$828
Decorative Total			55	10.3	42,008	\$2,795				55	2.2	8,990	\$598	\$2,197
Existing and Upgrade Totals			229	28.0	114,764	\$7,635				231	11.2	45,695	\$3,040	\$4,595
Baseline Adjustments														
kWh Adjustment Locations	PECO Inventory kWh Adjustment			(1.6)	(6,461)	(\$430)								(\$430)
Adjustment Locations	PECO Inventory Locations Adjustment													\$0
Baseline Adjustments Total				(1.6)	(6,461)	(\$430)					0.0	0	\$0	(\$430)
Streetlight Total			229	26.5	108,303	\$7,205				231	11.2	45,695	\$3,040	\$4,165

PECO Streetlight Bill Comparison – Unmetered Streetlights

The following table provides a comparison of what how the existing PECO streetlight bill compares to the proposed PECO streetlight bill and the resulting project savings.

Existing Bill						Upgrade Bill						Project Savings	
Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kWh/ Year	Annual Electric Costs	Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kWh/ Year	Annual Electric Costs	Annual kWh Savings	Annual Energy Cost Savings
Streetlights						Cobraheads							
05800S	Streetlight, 70W HPS	94	131	50,389	\$3,352	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	106	11	4,771	\$317		
09500S	Streetlight, 100W HPS	131	39	20,906	\$1,391	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	106	8	3,470	\$231		
16000S	Streetlight, 150W HPS	192	42	32,998	\$2,195	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	106	10	4,338	\$289		
LED70W	Streetlight, 72W LED	70	14	4,010	\$267	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	38	69	10,729	\$714		
						CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	38	19	2,954	\$197		
						CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	44	6,842	\$455		
						CH-51W-LED	Cobrahead, 51W LED	51	12	2,504	\$167		
						CH-99W-LED	Cobrahead, 99W LED	99	2	810	\$54		
						CH-72W-LED	Cobrahead, 72W LED	70	1	286	\$19		
						Cobrahead Sub-Total			176	36,705	\$2,442		
						Decorative							
						4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	39	1	160	\$11		
						4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	39	2	319	\$21		
						RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	40	32	5,238	\$348		
						RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	40	20	3,274	\$218		
						Decorative Sub-Total			55	8,990	\$598		
Streetlight Energy			226	108,303	\$7,205	Streetlight Energy			231	45,695	\$3,040	62,608	\$4,165
Streetlight Locations			204		\$16,353	Streetlight Locations			204		\$16,353		\$0
Streetlight Total Bill					\$23,558	Streetlight Total Bill					\$19,393		\$4,165

Annual Energy Savings – Metered Area Lighting

The following table shows the energy and cost comparison between the field audit verified existing metered area lighting and the proposed LED upgrade solutions. The resulting annual energy savings associated with the LED upgrade is also shown.

Existing							Upgrade							Savings
Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Fixture Type Code	Fixture Type Description	Watts/ Fixture	Fixture Quantity	Total kW	Total kWh/ Year	Annual Electric Costs	Annual Energy Cost Savings
Metered Area Lighting														
Cobrahead														
CH-70W-HPS	Cobrahead, 70W HPS	94	5	0	1,923.2	\$152	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	5	0.2	777	\$61	\$90
SEC-99W-HPS	Security Light, Undefined Lamp Type and Watts	131	1	0	536.1	\$42	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	38	1	0.0	155	\$12	\$30
Cobrahead Total			6	0.6	2,459	\$194				6	0.2	933	\$74	\$120
Area Lighting														
BL-175W-MV	Bollard, 175W MV	191	5	1.0	3,908	\$308	No Upgrade	No Upgrade	191	5	1.0	3,908	\$308	\$0
CAN-175W-MV	Canopy, 175W MV	191	1	0.2	782	\$62	CAN-50W-LED-T4-4K	Canopy, 50W, LED	50	1	0.1	205	\$16	\$46
CAN-150W-HPS	Canopy, 150W HPS	192	1	0.2	786	\$62	CAN-50W-LED-T4-4K	Canopy, 50W, LED	50	1	0.1	205	\$16	\$46
SB-150W-HPS	Shoebox Area Light, 250W HPS	192	7	1.3	5,500	\$434	SB-71W-LED-T5-4K	Shoebox, 71W, LED, Type 5, 4000K	71	7	0.5	2,034	\$161	\$274
WP-70W-HPS	Wallpack, 70W HPS	94	1	0.1	385	\$30	WP-35W-LED-T4-4K	Wallpack, 35W, LED	35	1	0.0	143	\$11	\$19
FL-90W-INC	Floodlight, 90W, INC	90	6	0.5	2,210	\$174	18PARLED	PAR Lamp, 18W, LED	18	6	0.1	442	\$35	\$140
Area Lighting			21	3.3	13,569	\$1,071				21	1.7	6,936	\$547	\$523
Decorative														
CA-150W-HPS	Caged Acorn, 150W, HPS	94	5	0.5	1,923	\$152	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	40	2	0.1	327	\$26	\$98
AC-175W-MH	Acorn w/ Cap, 175W, MH	131	1	0	536.1	\$42	RTK-AC-40W-LED-T5-4K	Acorn w/ Cap Retrofit Kit, 40W, LED	40	2	0.1	327	\$26	\$98
Decorative Total			6	0.6	2,459	\$194				4	0.2	655	\$52	\$196
Metered Area Lighting Total			33	4.5	18,488	\$1,459				31	2.1	8,524	\$673	\$840

Annual Maintenance Savings – Unmetered Streetlights

The following table shows the annual maintenance savings for each existing fixture type and the upgrade recommendation. Average annual maintenance expenses were modeled for both the existing and proposed fixture types. Average annual maintenance expenses for proposed fixtures were further reduced to reflect a 1-year labor warranty and a 10-year parts warranty. The assumptions used to estimate Annual Maintenance savings are provided in Appendix B, Project Assumptions. If any differences were identified between the PECO inventory baseline and the field audit verified existing streetlight system, those maintenance related cost impacts are reflected in the PECO Inventory Adjustment at the bottom of the chart.

Existing				Upgrade				Savings
Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Annual Maintenance Savings
Cobrahead								
CH-100W-HPS	Cobrahead, 100W HPS	9	\$129	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	9	\$37	\$92
CH-100W-HPS	Cobrahead, 100W HPS	4	\$57	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	4	\$17	\$41
CH-100W-HPS	Cobrahead, 100W HPS	7	\$100	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	7	\$29	\$71
CH-100W-HPS	Cobrahead, 100W HPS	7	\$100	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	7	\$26	\$74
CH-100W-HPS	Cobrahead, 100W HPS	6	\$86	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	6	\$22	\$64
CH-100W-HPS	Cobrahead, 100W HPS	9	\$129	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	9	\$34	\$95
CH-250W-HPS	Cobrahead, 250W HPS	2	\$29	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	2	\$8	\$20
CH-70W-HPS	Cobrahead, 70W HPS	2	\$29	CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	2	\$8	\$20
CH-70W-HPS	Cobrahead, 70W HPS	2	\$29	CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	2	\$8	\$20
CH-70W-HPS	Cobrahead, 70W HPS	3	\$43	CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	3	\$12	\$31
CH-70W-HPS	Cobrahead, 70W HPS	60	\$859	CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	60	\$224	\$635
CH-70W-HPS	Cobrahead, 70W HPS	13	\$186	CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	13	\$49	\$138
CH-70W-HPS	Cobrahead, 70W HPS	35	\$501	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	35	\$131	\$371
CH-51W-LED	Cobrahead, 51W LED	12	\$74	No Upgrade	No Upgrade	12	\$74	\$0
CH-99W-LED	Cobrahead, 99W LED	2	\$12	No Upgrade	No Upgrade	2	\$12	\$0
CH-72W-LED	Cobrahead, 72W LED	1	\$6	No Upgrade	No Upgrade	1	\$6	\$0
New	New Installation			CH-38W-LED-T2-4K (+PC, +ARM6')	Cobrahead, LED, 38W, Type 2 (New Install with 6' Arm)	2	\$7	(\$7)
Cobrahead Total		174	\$2,369			176	\$705	\$1,664
Decorative								
4SC-70W-HPS	4-Sided Colonial, 70W HPS	1	\$10	4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	1	\$8	\$2
4SC-70W-HPS	4-Sided Colonial, 70W HPS	2	\$20	4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	2	\$16	\$5
CA-150W-HPS	Caged Acorn, 150W, HPS	32	\$262	RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	32	\$180	\$82
CA-150W-HPS	Caged Acorn, 150W, HPS	20	\$164	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	20	\$113	\$51
Decorative Total		55	\$456			55	\$316	\$140
Existing and Upgrade Totals		229	\$2,826			231	\$1,021	\$1,804

Annual Maintenance Savings – Unmetered Streetlights

The following table shows the annual maintenance savings for each existing fixture type and the upgrade recommendation. Average annual maintenance expenses were modeled for both the existing and proposed fixture types. Average annual maintenance expenses for proposed fixtures were further reduced to reflect a 1-year labor warranty and a 10-year parts warranty. The assumptions used to estimate Annual Maintenance savings are provided in Appendix B, Project Assumptions.

Existing				Upgrade				Savings
Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Fixture Type Code	Fixture Type Description	Fixture Quantity	Annual Maintenance Costs	Annual Maintenance Savings
Metered Area Lighting								
Cobrahead								
CH-70W-HPS	Cobrahead, 70W HPS	5	\$72	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	5	\$19	\$53
SEC-99W-HPS	Security Light, Undefined Lamp Type and Watts	1	\$14	CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	1	\$4	\$11
Cobrahead Total		6	\$86			6	\$22	\$64
Area Lighting								
BL-175W-MV	Bollard, 175W MV	5	\$61	No Upgrade	No Upgrade	5	\$61	\$0
CAN-175W-MV	Canopy, 175W MV	1	\$12	CAN-50W-LED-T4-4K	Canopy, 50W, LED	1	\$10	\$3
CAN-150W-HPS	Canopy, 150W HPS	1	\$8	CAN-50W-LED-T4-4K	Canopy, 50W, LED	1	\$10	(\$1)
SB-150W-HPS	Shoebox Area Light, 250W HPS	7	\$57	SB-71W-LED-T5-4K	Shoebox, 71W, LED, Type 5, 4000K	7	\$26	\$31
WP-70W-HPS	Wallpack, 70W HPS	1	\$8	WP-35W-LED-T4-4K	Wallpack, 35W, LED	1	\$1	\$7
FL-90W-INC	Floodlight, 90W, INC	6	\$123	18PARLED	PAR Lamp, 18W, LED	6	\$18	\$104
Area Lighting		21	\$270			21	\$126	\$144
Decorative								
CA-150W-HPS	Caged Acorn, 150W, HPS	2	\$16	RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	2	\$11	\$5
AC-175W-MH	Acorn w/ Cap, 175W, MH	2	\$16	RTK-AC-40W-LED-T5-4K	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$11	\$5
Decorative Total		4	\$33			4	\$23	\$10
Unmetered Total		31	\$389			31	\$171	\$218

Bill of Material and Project Costs

The following table shows the bill of material (BOM) for proposed upgrade scope of work. In addition to material and installation costs, a summary of DSP Fees and Program Fees are included – all per unit costs associated with, material, installation, DSP fees, and Program fees are further defined in Appendix C. Rebates from PECO and PJM (regional transmission organization) are also included in this table and further defined in Appendix B.

Fixture Type Code	Fixture Type Description	Fixture Quantity	Material Costs	Install Costs	Rebates	KLS Fees	DVRPC Program Fees	Contingency	Total Project Costs
Cobrahead									
CH-106W-LED-T3-4K (+PC)	Cobrahead, LED, 106W, Type 3	8	\$1,624	\$680	(\$177)	\$272	\$83	\$230	\$2,712
CH-106W-LED-T5-4K (+PC)	Cobrahead, LED, 106W, Type 5	10	\$2,030	\$850	(\$8)	\$340	\$103	\$288	\$3,603
CH-106W-LED-T2-4K (+PC)	Cobrahead, LED, 106W, Type 2	11	\$2,233	\$935	(\$12)	\$374	\$114	\$317	\$3,961
CH-38W-LED-T2-4K (+PC)	Cobrahead, LED, 38W, Type 2	67	\$8,651	\$5,695	(\$3,591)	\$2,278	\$544	\$1,435	\$15,012
CH-38W-LED-T3-4K (+PC)	Cobrahead, LED, 38W, Type 3	19	\$2,453	\$1,615	(\$1,027)	\$646	\$154	\$407	\$4,248
CH-38W-LED-T5-4K (+PC)	Cobrahead, LED, 38W, Type 5	50	\$6,456	\$4,250	(\$2,690)	\$1,700	\$406	\$1,071	\$11,193
CH-51W-LED	No Upgrade, Include in Audit	12	\$0	\$0	\$0	\$408	\$20	\$0	\$428
CH-99W-LED	No Upgrade, Include in Audit	2	\$0	\$0	\$0	\$68	\$3	\$0	\$71
CH-72W-LED	No Upgrade, Include in Audit	1	\$0	\$0	\$0	\$34	\$2	\$0	\$36
CH-38W-LED-T2-4K (+PC, +ARM6')	Cobrahead, LED, 38W, Type 2 (New Install with 6' Arm)	2	\$258	\$1,850	\$5	\$68	\$67	\$211	\$2,458
Cobrahead Total		182	\$23,707	\$15,875	(\$7,501)	\$6,188	\$1,497	\$3,958	\$43,724
Decorative									
4SC-39W-LED-T2-4K (+PC)	4-Sided Colonial, 39W, LED	1	\$356	\$85	(\$53)	\$34	\$15	\$44	\$481
4SC-39W-LED-T5-4K (+PC)	4-Sided Colonial, 39W, LED	2	\$712	\$170	(\$107)	\$68	\$30	\$88	\$961
RTK-CA-40W-LED-T2-4K	Caged Acorn Retrofit Kit, 40W, LED	32	\$7,341	\$5,600	(\$2,692)	\$1,088	\$443	\$1,294	\$13,073
RTK-CA-40W-LED-T5-4K	Caged Acorn Retrofit Kit, 40W, LED	22	\$5,047	\$3,850	(\$1,851)	\$748	\$304	\$890	\$8,988
RTK-AC-40W-LED-T5-4K	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$459	\$350	(\$118)	\$68	\$28	\$81	\$867
Decorative Total		59	\$13,914	\$10,055	(\$4,821)	\$2,006	\$819	\$2,397	\$24,370
Area Lighting									
BL-175W-MV	No Upgrade, Include in Audit	5	\$0	\$0	\$0	\$170	\$9	\$0	\$179
CAN-50W-LED-T4-4K	Canopy, 50W, LED	2	\$777	\$320	(\$127)	\$68	\$36	\$110	\$1,184
SB-71W-LED-T5-4K	Shoebox, 71W, LED, Type 5, 4000K	7	\$1,394	\$875	(\$576)	\$238	\$80	\$227	\$2,239
WP-35W-LED-T4-4K	Wallpack, 35W, LED	1	\$165	\$125	(\$64)	\$34	\$10	\$29	\$300
18PARLED	PAR Lamp, 18W, LED	6	\$60	\$150	(\$176)	\$204	\$17	\$21	\$276
Area Lighting Total		21	2,397	1,470	(942)	714	152	387	\$4,177
BOM Total		262	\$40,017	\$27,400	(\$13,264)	\$8,908	\$2,468	\$6,742	\$72,271

Control Options

The following tables shows two advanced control options as defined in the previous Design Approach and Standardized Upgrade Plan section of this document. For both options a summary of existing fixture types, control upgrade costs and savings are provided.

Manual Fixture Controls														
Specified Fixture Type Code	Fixture Watts	Control Fixture Type Code	Fixture Watts	Wattage Selector	Design Watts	Annual Energy Savings	Control Unit Price ¹	Upgrade Fixture Adder	Total Unit Cost	Quantity	Total Control Price	DVRPC Fees	Contingency	Total Control Price with DVRPC Fees, Contingency & Interest
4SC-39W-LED	39	4SC-46W-LED	46	85%	39	\$0.00	\$16.57	\$0.00	\$16.57	3	\$50	\$1	\$5	\$56
CH-38W-LED	38	CH-53W-LED	53	72%	38	\$0.00	\$15.29	\$16.57	\$31.86	132	\$4,206	\$126	\$421	\$4,752
CH-73W-LED	73	CH-88W-LED	88	83%	73	\$0.00	\$15.29	\$22.94	\$38.23	0	\$0	\$0	\$0	\$0
CH-106W-LED	106	CH-161W-LED	161	66%	106	\$0.00	\$15.29	\$1.27	\$16.57	29	\$480	\$14	\$48	\$543
Totals						\$0.00				164	\$4,736	\$142	\$474	\$5,351
1) Control unit price includes field adjustable wattage selector														

Network Control System															
Specified Fixture Type Code	Fixture Watts	Control Fixture Type Code	Fixture Watts	Wattage Selector	Design Watts	Annual Energy Savings	SL-C Tariff Savings	Control Unit Price ²	Upgrade Fixture Adder	Total Unit Cost	Quantity	Total Control Price	DVRPC Fees	Contingency	Total Control Price with DVRPC Fees, Contingency & Interest
4SC-39W-LED	39	4SC-46W-LED	46	85%	39	\$0.00		\$125.76	\$0.00	\$125.76	3	\$377	\$11	\$38	\$426
CH-38W-LED	38	CH-53W-LED	53	72%	38	\$0.00		\$125.76	\$16.57	\$142.32	132	\$18,787	\$564	\$1,879	\$21,229
CH-73W-LED	73	CH-88W-LED	88	83%	73	\$0.00		\$125.76	\$22.94	\$148.70	0	\$0	\$0	\$0	\$0
CH-106W-LED	106	CH-161W-LED	161	66%	106	\$0.00		\$125.76	\$1.27	\$127.03	29	\$3,684	\$111	\$368	\$4,163
SL-C Tariff Savings							\$1,992					\$0	\$0	\$0	\$0
Gateway - Equipment										1,593	1	\$1,593	\$48	\$159	\$1,800
Gateway - Installation										3,000	1	\$3,000	\$90	\$300	\$3,390
Totals						\$0.00	\$1,992				166	\$27,441	\$823	\$2,744	\$31,008
2) Control unit price includes node + 20 years of annual fees (\$2/year) - standard photocell not needed															

Financial Analysis & Summary

Payback Analysis Matrix

The payback analysis matrix is provided as a decision-making tool to assess the opportunity of ECMs available and to define a project scope that best meets the needs of the municipality. If a PECO buyback is planned prior to this project being implemented, we show the payback associated with that activity. If the Phase 2 field audit identified differences between the unmetered PECO inventory and what is verified to be existing, those adjustments are reflected below as “PECO Inventory Adjust.” The PECO Inventory Adjust amount will occur for all cobrahead or decorative ECMs, and therefore this amount is included in these ECMs values shown in the table below. A separate payback calculation is made for each ECM as well as for common control alternates to be considered. The full-implementation total includes the total payback calculations if all ECMs are completed.

PECO Baseline Adjustments	Energy Savings/ Year	Maintenance Savings/ Year	Total Operating Savings/ Year	Material Costs	Install Costs	KLS Fees	DVRPC Program Costs	Cost Contingency	Interest Costs	Rebates	Total Project Costs	Payback (Years)	Payback w/o Financing (Years)
Streetlight Adjustment	(\$430)	\$0	(\$430)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0	0.0

Typical ECM Combinations	Energy Savings/ Year	Maintenance Savings/ Year	Total Operating Savings/ Year	Material Costs	Install Costs	KLS Fees	DVRPC Program Costs	Cost Contingency	Interest Costs	Rebates	Total Project Costs	Payback (Years)	Payback w/o Financing (Years)
Cobrahead Only ¹	\$2,089	\$1,728	\$3,817	\$23,707	\$15,875	\$6,188	\$1,497	\$3,958	\$0	(\$7,501)	\$43,724	11.5	11.5
Decorative Only ¹	\$1,963	\$150	\$2,113	\$13,914	\$10,055	\$2,006	\$819	\$2,397	\$0	(\$4,821)	\$24,370	11.5	11.5
Area Lighting	\$523	\$144	\$668	\$2,397	\$1,470	\$714	\$152	\$387	\$0	(\$942)	\$4,177	6.3	6.3
Cobrahead + Decorative ¹	\$4,482	\$1,878	\$6,360	\$37,621	\$25,930	\$8,194	\$2,316	\$6,355	\$0	(\$12,322)	\$68,095	10.7	10.7
Cobrahead ¹ + Area Lighting	\$2,612	\$1,872	\$4,484	\$26,103	\$17,345	\$6,902	\$1,649	\$4,345	\$0	(\$8,443)	\$47,901	10.7	10.7
Cobrahead + Decorative ¹ + Area Lighting	\$5,005	\$2,022	\$7,027	\$40,017	\$27,400	\$8,908	\$2,468	\$6,742	\$0	(\$13,264)	\$72,271	10.3	10.3
Cobrahead ¹ + Area Lighting + Manual Controls	\$2,612	\$1,872	\$4,484	\$30,839	\$17,345	\$6,902	\$1,791	\$4,818	\$0	(\$8,443)	\$53,252	11.9	11.9
Cobrahead ¹ + Area Lighting + Network Controls	\$4,605	\$1,872	\$6,477	\$48,952	\$21,938	\$6,902	\$2,472	\$7,089	\$0	(\$8,443)	\$78,909	12.2	12.2
Cobrahead + Decorative ¹ + Area Lighting + Manual Controls	\$5,005	\$2,022	\$7,027	\$44,753	\$27,400	\$8,908	\$2,610	\$7,215	\$0	(\$13,264)	\$77,622	11.0	11.0
Cobrahead + Decorative ¹ + Area Lighting + Network Controls	\$6,998	\$2,022	\$9,020	\$62,865	\$31,993	\$8,908	\$3,291	\$9,486	\$0	(\$13,264)	\$103,280	11.5	11.5

Notes:

1) Includes costs and savings of ECM upgrade + PECO baseline adjustments

Cash Flow Analysis

The cash flow analysis shows how the project savings offset project costs, resulting in little to no capital outlay for this project.

Project Cash Flow

Project Summary	
Construction Cost	\$48,184
Buyback Cost	\$0
DSP Fees (KLS)	\$6,902
Program Fees (DVRPC)	\$1,791
Contingency	\$4,818
Total Project Cost	\$61,695
Capital Contribution	\$61,695
Financed Amount	\$0
Loan Rate	0.00%
Loan Term (Years)	0
Loan Payment	#NUM!
Interest Paid	#NUM!

ECM	In Scope
PECO Buyback	No
Cobrahead Lighting	Yes
Decorative Lighting	No
Area Lighting	Yes
Traffic Signals	No
Manual Fixture Controls	Yes
Network Control System	Option

Construction	In Scope
Construction Start Date	Oct-19
Construction Duration (calendar days)	24

Period	Energy Cost Savings	Maintenance Cost Savings	Rebates	Total Savings	Capital Contribution	Loan Payment	Balance
Design					\$4,952		(\$4,952)
Construction					\$56,743		(\$56,743)
1	\$2,612	\$1,872	\$8,443	\$12,928		\$0	\$12,928
2	\$2,612	\$1,872		\$4,484		\$0	\$4,484
3	\$2,612	\$1,872		\$4,484		\$0	\$4,484
4	\$2,612	\$1,872		\$4,484		\$0	\$4,484
5	\$2,612	\$1,872		\$4,484		\$0	\$4,484
6	\$2,612	\$1,872		\$4,484		\$0	\$4,484
7	\$2,612	\$1,872		\$4,484		\$0	\$4,484
8	\$2,612	\$1,872		\$4,484		\$0	\$4,484
9	\$2,612	\$1,872		\$4,484		\$0	\$4,484
10	\$2,612	\$1,872		\$4,484		\$0	\$4,484
11	\$2,612	\$1,872		\$4,484		\$0	\$4,484
12	\$2,612	\$1,872		\$4,484		\$0	\$4,484
13	\$2,612	\$1,872		\$4,484		\$0	\$4,484
14	\$2,612	\$1,872		\$4,484		\$0	\$4,484
15	\$2,612	\$1,872		\$4,484		\$0	\$4,484
16	\$2,612	\$1,872		\$4,484		\$0	\$4,484
17	\$2,612	\$1,872		\$4,484		\$0	\$4,484
18	\$2,612	\$1,872		\$4,484		\$0	\$4,484
19	\$2,612	\$1,872		\$4,484		\$0	\$4,484
20	\$2,612	\$1,872		\$4,484		\$0	\$4,484
Total	\$52,249	\$37,439	\$8,443	\$98,132	\$61,695	\$0	\$36,437

Appendix A:

RSLPP Phase Overview

Phase 1: Feasibility: Data-driven analysis of upgrade opportunities resulting in a no-cost Feasibility Study.

- Municipalities received a data-driven, no-cost Feasibility Study showing estimated savings, project costs, rebates and financial payback. This study is developed by KLS using data, information, and input provided by the municipality.
- **Municipalities used the Feasibility Study as a tool to decide whether to proceed to Phase 2 and contract with KLS for Project Development Services.**
- The RSLPP Project Team provides a contract form and resolution for municipalities to proceed to Phase 2.

Phase 2: Project Development: Field audits, design and analysis resulting in a final design project proposal.

- KLS conducted field audits of the municipality's existing lighting system showing GPS location and attributes of each fixture. KLS also conducted a comprehensive and standardized design of upgraded lighting system.
- KLS developed and DVRPC issues solicitations and contracts for materials, distributor, and installation contractor for the purpose of arranging cooperative purchasing agreements that municipalities are able to piggyback off of.
- The RSLPP Project Team organized a pool of financing for municipalities who wish to finance their projects.
- KLS prepared final design proposal showing forecasted savings, final project costs, rebates, and financial payback.
- **Municipalities use the Final Design Proposal as a tool to decide whether to proceed to Phase 3, Construction.**
- The RSLPP Project Team provides a contract form and resolution for contracting between municipality and installation contractor for construction (the construction contract). Municipalities piggyback off of DVRPC's installation contract for construction.
- Municipalities that finance participate in the pool of financing arranged by the RSLPP.

Phase 3: Construction: Comprehensive Installation Services and Project Management of Installation including reporting and issue resolution during construction.

- Construction, including the procurement of all equipment, is provided by the RSLPP selected installation contractor according to the municipality's construction contract.
- KLS provides robust project management services ensuring consistent communication of progress and issue resolution.
- KLS manages the municipality's PECO Bill Updates and the applicable rebate application processes.

Phase 4: Post Construction Operations and Maintenance Confirmation of project savings and strategies for on-going maintenance.

- KLS provides the municipalities strategies for maintaining new system and on-going standardization, verification of project savings, and (if desired) prepare and/or update municipality lighting ordinances.

Appendix B:

Project Assumptions

The following assumptions were used in the development of this Project Specification and Proposal:

1) Energy Use

a. Un-metered:

- i. **Streetlights:** Energy use for un-metered streetlight service is calculated by PECO using the following algorithm:

- 1. $\text{kWh} = \text{Billed Wattage of fixture} \times \text{quantity of fixture} \times 4092 \text{ (annual operating hours)} / 1000$

- ii. **Traffic Signals:** Energy use for un-metered traffic signal service is calculated by PECO using the following algorithm:

- 1. $\text{kWh} = \text{Billed Wattage of fixture} \times \text{quantity of fixture} \times \text{annual operating hours (yellow} = 175.2 \text{ hours; green} = 3766.8 \text{ hours; red} = 4819 \text{ hours)} / 1000$.

- b. **Metered:** Energy use for metered fixtures is calculated using the estimated wattage of each fixture X annual operating hours (4092 hours assumed for all metered streetlight fixtures and area lighting, while a lower number of hours may be used for other outdoor lighting types if provided or indicated by the municipality)/1000.

2) Energy Costs:

- a. Across the entire RSLPP, energy costs were estimated according to the following PECO rates included in PECO's Current Electric Tariff effective July 1, 2019.
 - i. SL-E, SL-S, SL-C, TSLs, and GS.
- b. KLS used the generation supply rate listed for each PECO account on the utility bills supplied by the municipality.

3) Maintenance Cost Savings

- a. Average annual maintenance expenses were modeled for both the existing and proposed fixture types.
 - i. Maintenance expenses are based on the probability a component (e.g. lamp, ballast/driver, fixture, photocell) will fail multiplied by the material and labor replacement cost. Failure probability is based on the annual operating hours of a component divided by the component's published rated or expected life.
- b. Use of average annual maintenance expenses assumes that both the existing and new lighting systems have a standard distribution of fixture and component ages. Average annual maintenance expenses for proposed LED fixtures were further reduced by 50% to reflect a 1-year labor warranty, a 10-year parts warranty and the expected life of a new fixture and its components.

4) Project rebates: There are two rebate types available to municipalities in the RSLPP:

- a. **PECO Smart Ideas:** Through Phase 3 of Act 129, PECO's offers lighting rebates to municipal customers. These rebates vary from \$25 - \$75 per streetlight and vary from \$10 - \$60 for metered area lighting depending on the watts reduced by each fixture conversion. Rebates have been estimated in Phase 1 based on the scope of work included in this Feasibility Study. Municipalities that proceed to Phase 2 will have a pre-application submitted on their behalf by the KLS to PECO based on the scope of work defined in the municipality's Final Design Proposal. Submitting a pre-application will "reserve" rebates for municipalities that proceed to Phase 3, construction.

- b. **PJM:** PJM, the Regional Transmission Operator for this region offers rebates for outdoor lighting projects through its Capacity Market. Energy efficiency projects can receive PJM Capacity Market rebates for the first four years that a project is installed based on the kW reductions of the project, and the price/kW of this rebate is determined by a “forward auction” in each utility territory within PJM. The current rate for these incentives in PECO territory ranges from \$18.70-\$28.90 per kW reduced depending on the year. The PJM Capacity Market rebate has been estimated based on the scope of work defined in this Feasibility Study, the associated kW reduction and a \$15.00 per kW rebate. Municipalities that proceed to Phase 3 (Construction) of the RSLPP will have the opportunity to have receive this rebate through a RSLPP-arranged aggregator.

5) Project Contingency

- a. For project budgeting we used a **10%** contingency.

6) Material, Distributor, and Installation Costs

- a. All material and Installation Costs shown in this Final Project Specification and Proposal FPSP were the result of the procurement process established for Round 2 of the RSLPP through which KLS developed and DVRPC issued Request for Proposals on behalf of municipalities participating in the RSLPP for Manufacturer Product Solutions (materials), Distribution Partner Services (distributor), and installation contractor. For more information on these solicitations, please visit DVRPC.org/consultant.

Appendix C:

Project Summary Bill of Material

The Project Summary Bill of Material represents the pricing obtained through the RSLPP procurement process. Material Unit Prices include negotiated manufacturer costs, distributor markup and contractor markup.

Fixture Type Code	Manufacturer	Part #	Fixture Type Description	Fixture Quantity	Fixture Unit Price	Fixture Total Cost
Cobrahead						
CH-106W-LED-T2-4K (+PC)	Signify	RFM-108W48LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 2	11	\$203.04	\$2,233
CH-106W-LED-T3-4K (+PC)	Signify	RFM-108W48LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 3	8	\$203.04	\$1,624
CH-106W-LED-T5-4K (+PC)	Signify	RFM-108W48LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 5	10	\$203.04	\$2,030
CH-38W-LED-T2-4K (+PC)	Signify	RFS-35W16LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 2	67	\$129.12	\$8,651
CH-38W-LED-T3-4K (+PC)	Signify	RFS-35W16LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 3	19	\$129.12	\$2,453
CH-38W-LED-T5-4K (+PC)	Signify	RFS-35W16LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 5	2	\$129.12	\$258
CH-38W-LED-T2-4K (+PC, +ARM6')	Signify	RFS-35W16LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 2 (New Install with 6' Arm)	50	\$129.12	\$6,456
Cobrahead Total				167		\$23,707
Decorative						
4SC-39W-LED-T2-4K (+PC)	Acuity	247L P40 AS 40K R2 AY	4-Sided Colonial, 39W, LED	1	\$355.97	\$356
4SC-39W-LED-T5-4K (+PC)	Acuity	247L P40 AS 40K R5 AY	4-Sided Colonial, 39W, LED	2	\$355.97	\$712
RTK-CA-40W-LED-T2-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	32	\$229.39	\$7,341
RTK-CA-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	22	\$229.39	\$5,047
RTK-AC-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$229.39	\$459
Decorative Total				59		\$13,914
Area Lighting						
CAN-50W-LED-T4-4K	TBD	TBD	Canopy, 50W, LED	2	\$388.50	\$777
SB-71W-LED-T5-4K	Acuity	ATB0 20BLEDE10 MVOLT R5 MP	Shoebox, 71W, LED, Type 5, 4000K	7	\$199.21	\$1,394
WP-35W-LED-T4-4K	Acuity	LPW16-30-NW-G3-4-UNV-MGY	Wallpack, 35W, LED	1	\$165.03	\$165
18PARLED	TBD	Existing	PAR Lamp, 18W, LED	6	\$10.00	\$60
Area Lighting Total				16		\$2,397
BOM Total				226		\$40,017

Appendix D:

Project Schedule of Installation Values

The Project Schedule of Installation Values represents the pricing obtained through the RSLPP procurement process. Installation Unit Prices are an all-inclusive turnkey unit price including installation contractor prevailing wage costs, equipment costs, bonding costs, overhead and profit.

Fixture Type Code	Manufacturer	Part #	Fixture Type Description	Fixture Quantity	Installation Unit Price	Fixture Total Cost	Construction Duration (Working Days)
Cobrahead							
CH-106W-LED-T2-4K (+PC)	Signify	RFM-108W48LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 2	11	\$85	\$935	1
CH-106W-LED-T3-4K (+PC)	Signify	RFM-108W48LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 3	8	\$85	\$680	1
CH-106W-LED-T5-4K (+PC)	Signify	RFM-108W48LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 106W, Type 5	10	\$85	\$850	1
CH-38W-LED-T2-4K (+PC)	Signify	RFS-35W16LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 2	67	\$85	\$5,695	2
CH-38W-LED-T3-4K (+PC)	Signify	RFS-35W16LED4K-G2-R3M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 3	19	\$85	\$1,615	1
CH-38W-LED-T5-4K (+PC)	Signify	RFS-35W16LED4K-G2-R5-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 5	2	\$85	\$170	1
CH-38W-LED-T2-4K (+PC, +ARM6')	Signify	RFS-35W16LED4K-G2-R2M-UNV-DMG-RCD7-GY2	Cobrahead, LED, 38W, Type 2 (New Install with 6' Arm)	50	\$925	\$46,250	1
Cobrahead Total				167		\$56,195	8
Decorative							
4SC-39W-LED-T2-4K (+PC)	Acuity	247L P40 AS 40K R2 AY	4-Sided Colonial, 39W, LED	1	\$85	\$85	1
4SC-39W-LED-T5-4K (+PC)	Acuity	247L P40 AS 40K R5 AY	4-Sided Colonial, 39W, LED	2	\$85	\$170	1
RTK-CA-40W-LED-T2-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	32	\$175	\$5,600	1
RTK-CA-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Caged Acorn Retrofit Kit, 40W, LED	22	\$175	\$3,850	1
RTK-AC-40W-LED-T5-4K	Evluma	OM-40-4K-MO	Acorn w/ Cap Retrofit Kit, 40W, LED	2	\$175	\$350	1
Decorative Total				59		\$10,055	5
Area Lighting							
CAN-50W-LED-T4-4K	TBD	TBD	Canopy, 50W, LED	2	\$160	\$320	1
SB-71W-LED-T5-4K	Acuity	ATB0 20BLEDE10 MVOLT R5 MP	Shoebbox, 71W, LED, Type 5, 4000K	7	\$125	\$875	1
WP-35W-LED-T4-4K	Acuity	LPW16-30-NW-G3-4-UNV-MGY	Wallpack, 35W, LED	1	\$125	\$125	1
18PARLED	TBD	Existing	PAR Lamp, 18W, LED	6	\$25	\$150	1
Area Lighting Total				16		\$1,470	4
Installation Schedule Total				226		\$67,720	17

Appendix E:

DSP & Program Fees Breakdown

Design Service Professional (KLS) Unit Pricing & DVRPC Program Fees

DVRPC conducted a comprehensive RFP process to identify and select a design services professional to support all four Phases of the RSLPP. Municipalities are able to “piggy-back” off the DVRPC’s cooperative purchasing agreement for DSP services. The table below not only defines the final DSP unit priced fee structure but also shows the assumed volume for your project and the total associated fees. The finance resolution provided for RSLPP municipalities who wish to proceed to Phase 2, Project Development, includes provisions for reimbursement of Project Development Phase fees with a financing package put in place for the Construction Phase.

DSP Unit Price Schedule and Payment Milestones

DSP Service Item	KLS Unit Price (Fee) Schedule	KLS Billing Milestones	Fixture & Signal Quantity	KLS Fees	DVRPC Program Fees	Total KLS & DVRPC Fees
Project Development (Phase II)						
Field Audit	\$9/Fixture	100% at Completion of audit (if less than 1 month); Otherwise on monthly auditing progress	262	\$2,358	\$118	\$2,476
Field Audit (Traffic Signals)	\$8/Signal (not lamp)		0	\$0	\$0	\$0
Mapping	\$1/Fixture or Signal		262	\$262	\$13	\$275
Design	\$7/Fixture or Signal	50% at Preliminary Design Review; 50% at Final Design Review	262	\$1,834	\$92	\$1,926
Design (Traffic Signals)	\$6/Signal (not lamp)		0	\$0	\$0	\$0
Utility bill update & rebate processes	\$1/Fixture or Signal	50% at Final Utility Bill Update; 50% at Final Rebate Submittal	262	\$262	\$13	\$275
Project Development Sub-Total				\$4,716	\$236	\$4,952
Construction Project Management (Phase III)						
Project Management Services	\$10/Fixture or Signal	20% at Pre-Construction Meeting; Remainder on Monthly Installation Progress Billing	262	\$2,620	\$1,577	\$4,197
PECO Buyback	\$5/Fixture (with max fee of \$5,000 and min fee of \$1,000)	At Buyback Completion		\$0	\$0	\$0
Field deployable installation data capture	\$3/Fixture or Signal	Monthly Installation Progress Billing	262	\$786	\$39	\$825
Project Management Sub-Total				\$3,406	\$1,616	\$5,022
Post-Construction Services (Phase IV)						
Project annual Energy and Operational Savings Report	\$1/Fixture or Signal	100% at Report Delivery	262	\$262	\$13	\$275
Operations and Maintenance Plan for a municipality's new LED system.	\$1/Fixture or Signal	100% at Plan Delivery	262	\$262	\$13	\$275
Development of Operation and Maintenance Manual	\$1/Fixture or Signal	100% at Manual Delivery	262	\$262	\$13	\$275
Development or update of a lighting ordinance	\$1,000/municipality (minimum)	Estimated Cost Between \$1,000 - \$10,000	0	\$0	\$0	\$0
Post-Construction Sub-Total				\$786	\$39	\$825
Total Fees				\$8,908	\$1,891	\$10,799

Notes:

- 1) All unit prices above are "not to exceed" as defined in the municipalities DSP contract.
- 2) DVRPC program fees are based on the RSLPP LOI signed by each participating municipality.

DVRPC Program Fees

The following Program Fees have been established by DVRPC to allow DVRPC to recoup the upfront costs DVRPC has incurred for program development, program management, and for the development and issuance of contracts and solicitations associated with material, distributor, installation contractor, and finance. These fees are reflected throughout this Feasibility Study as “Program Fees”:

- 5% of DSP Total Fees
- Up to 3% of Construction Costs (Material & Installation costs only).
 - 3% has been used as a conservative estimate for this proposal.

RESOLUTION

OF THE _____ [Governing Body] OF THE

_____ [select one: City/Township/Borough] OF

_____ [proper name],

[_____] COUNTY, PENNSYLVANIA

**Authorizing cooperative purchasing and participation
in Phases 3 and 4 of the Regional Streetlight
Procurement Program administered by the Delaware
Valley Regional Planning Commission**

WHEREAS, the _____ [select one: City/Township/Borough] of _____
_____ [insert proper name of the municipality] is located in _____
County, Pennsylvania (the “_____”[City/Township/Borough]); and

WHEREAS, the _____ [City/Township/Borough] qualifies as a
“local public procurement unit” as defined under Chapter 19 of the Commonwealth Procurement
Code, 62 Pa C.S. §1901 et seq. (the “Code”); and

WHEREAS, the Delaware Valley Regional Planning Commission (“DVRPC”) qualifies
as a “public procurement unit” under the Code, and has established a Regional Streetlight
Procurement Program (the “Program”) for the purpose or entering into “cooperative purchasing”
agreements with regional municipalities; and

WHEREAS, the _____ [City/Township/Borough], in its capacity as a
local public procurement unit, agreed to participate in the Program, as reflected by the adoption
of a letter of intent in connection with the Program’s Phase 1, and by the adoption of a resolution
authorizing the participation in the Program’s Phase 2; and

WHEREAS, full participation in the Program’s additional Phase 3 (Project Management)
and Phase 4 (Post Construction Operations and Maintenance Services) will allow the
_____ [City/Township/Borough] to implement the project (the “Project”) and
improve the performance of municipal street lighting; and

WHEREAS, DVRPC entered into a contract with Keystone Lighting Solutions (“KLS”)
to provide design services as part of Phase 2 of the Program and at the option of participating
municipalities to extend services provided in Phases 3 and 4; and

WHEREAS, pursuant to its authority under the Code, _____ [City/Township/Borough] entered into contract with KLS for Project Development Phase 2 for professional design services to evaluate, recommend, audit, design and manage the Project with the option to proceed with Phases 3 and 4; and

WHEREAS, KLS has completed the services required in connection with Project Development Phase 2; and

WHEREAS, as part of Project Development Phase 2, KLS presented a Final Project Specification and Proposal (the "Proposal"), and in this Proposal KLS estimated the costs to the _____ [City/Township/Borough] associated with KLS' services for Phases 3 and 4; and

WHEREAS, also in the Proposal KLS provided a "Total Project Cost" found in the Project Cashflow, which establishes the total price to the _____ [City/Township/Borough] associated with this Project; and

WHEREAS, the _____ [City/Township/Borough] wishes to exercise its option to proceed with Phases 3 and 4 under its existing contract with KLS and to secure its professional assistance in connection with the procurement and installation of these improvements; and

WHEREAS, DVRPC has entered into a contract with Armour & Sons Electric, Inc. ("Armour") to provide construction installation services and assigned to Armour DVRPC's contracts for manufacture and distribution of equipment; and

WHEREAS, participating municipalities, including the _____ [City/Township/Borough], are able to "piggyback off of" the contract entered into by DVRPC for installation, in accordance with the Code; and

WHEREAS, continued participation in the Program will allow the _____ [City/Township/Borough] to implement its project (the "Project") and improve the performance of municipal street lighting, and specifically to manage and administer the procurement, installation, and financing of the transition to light-emitting-diode (LED) street lighting and other street light improvements, and the maintenance of those improvements; and

WHEREAS, the _____ [City/Township/Borough] has determined that its interests warrant piggybacking off of DVRPC's contract with Armour, thereby forming a separate and new contract between the _____ [City/Township/Borough] and Armour in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the _____ [governing body] of the _____ [City/Township/Borough] hereby authorizes the _____ [City/Township/Borough] to exercise its option under the existing cooperative purchasing contract with KLS and to proceed to Phase 3 and Phase 4 of the Program for Project Management and Post Construction Operation and Maintenance Services; and it is

FURTHER RESOLVED that the _____ [governing body] of the _____ [City/Township/Borough] hereby authorizes the _____ [City/Township/Borough] to enter into cooperative purchasing in the form of a contract with Armour & Sons Electric, Inc. for installation of equipment; and it is

FURTHER RESOLVED that the _____ [governing body] of the _____ [City/Township/Borough] hereby authorizes and directs its officials, employees, agents and representatives to take all such further actions and to execute and deliver all such instruments and other documents as may be necessary or appropriate to enable the _____ [City/Township/Borough] to carry out the intent and purposes of the foregoing resolutions and the transactions contemplated hereby.

IN WITNESS WHEREOF, the _____ [governing body] of the _____ [City/Township/Borough] has adopted and enacted this Resolution this ____ day of _____, 2019.

[Signatures on following pages]

07/25/19

For the _____ [City/Township/Borough]

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

07/25/19

EXHIBIT A
[Contract]

AGREEMENT FOR INSTALLATION SERVICES
REGIONAL STREETLIGHT PROCUREMENT PROGRAM

THIS AGREEMENT, made this ____ day of _____, 20__, by and between _____
_____ [select one: City/Township/Borough] of _____
_____ [insert proper name of the municipality], with offices at _____

[insert address], and Armour & Sons Electric, Inc., with offices at 23 East Cabot Blvd,
Langhorne, PA 19047, agree as follows:

RECITALS

WHEREAS, the Delaware Valley Regional Planning Commission (“DVRPC”) has undertaken the Regional Streetlight Procurement Program, or RSLPP (the “Program”) as a professional service to municipalities that choose to participate, and

WHEREAS, participation in the Program allows regional municipalities to improve the performance of municipal street lighting, and specifically to design, procure, install, and finance the transition to light-emitting-diode (LED) street lighting and other street light improvements, and to maintain those improvements, and

WHEREAS, the Program will provide comprehensive technical design assistance and project management support to participating municipalities, and

WHEREAS, pursuant to the Program, DVRPC solicited proposals using a request-for-proposal (RFP) in order to identify and select a design services professional (“DSP”), to provide technical design solutions tailored to the needs of each participating municipality, and

WHEREAS, in response to the RFP, Keystone Lighting Solutions (“KLS”) submitted a Proposal, dated October 12, 2018 (the “Proposal”), and

WHEREAS, DVRPC selected KLS to provide technical design solutions for the participating municipalities, and

WHEREAS, pursuant to the Program, DVRPC solicited proposals using a request-for-proposal (RFP) in order to identify and select installers meeting responsiveness and responsibility requirements so that participating municipalities would be able to secure the installation of LED street lighting and other street light improvements; and

WHEREAS, DVRPC selected Armour & Sons Electric, Inc. (the “Installer”) to provide for the installation of equipment in compliance with the technical design provided by KLS, and

WHEREAS, participating municipalities including the _____
 _____ [City/Township/Borough], are able to utilize cooperative purchasing
 contracts entered into by DVRPC for design services, equipment acquisition, and installation, in
 accordance with Chapter 19 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901 et seq.,
 and

WHEREAS, the _____ [City/Township/Borough] has agreed to participate
 in the Program on the terms and conditions hereinafter set forth and adopt the contracts created
 by DVRPC.

NOW THEREFORE, and intending to be legally bound hereby, the parties agree as follows:

1. The _____ [City/Township/Borough] agrees to purchase equipment
 acquisition and installation pursuant to the contracts with the Installer held by DVRPC , in
 accordance with Chapter 19 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901 et seq.
2. The cooperative purchasing shall be in accordance with the terms and conditions of those
 contracts.
3. Attached hereto and made a part of the contract are

 Attachment A – General Conditions
 Attachment B – Roadway, Street & Area Lighting Upgrade Project Specifications &
 Proposal
4. Accordingly, the _____ [City/Township/Borough] and the Installer,
 have formed a separate contract, and a direct contractual relationship.

 Armour & Sons Electric, Inc.

 Signature

 Print name

 Print title

 Print date

[Signatures as per the municipality's requirements to follow]

[select one: City/Township/Borough] of

[insert proper name of the municipality]

Attest: _____

By: _____

Print name: _____

Print name: _____

Print title: _____

Print title: _____

GENERAL CONDITIONS FOR INSTALLATION
SCHEDULE OF ARTICLES

ARTICLE 1 - GENERAL CONTRACT DEFINITIONS

ARTICLE 2 - CONTRACT DOCUMENTS

ARTICLE 3 - INSURANCE

ARTICLE 4 - GOVERNING LAWS

ARTICLE 5 – [Deleted in these General Conditions]

ARTICLE 6 - KNOWLEDGE OF CONTRACT REQUIREMENTS

ARTICLE 7 - CONTRACT ADMINISTRATION

ARTICLE 8 - CONSTRUCTION

ARTICLE 9 - CHANGES IN THE WORK

ARTICLE 10 - CONTRACT COMPLETION TIME

ARTICLE 11 - PAYMENTS AND COMPLETION

ARTICLE 12 - CONTRACT WARRANTY PERIOD

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 14 - MISCELLANEOUS PROVISIONS

ARTICLE 15 – PERFORMANCE AND PAYMENT BONDS

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- 1.3 Owner
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- 1.7 The Work
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ARTICLE 1 - GENERAL CONTRACT DEFINITIONS

1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the documents listed in the Agreement and project documents as hereinafter defined or identified. Project documents are used in the completion of the Work and include the Installation Worksheet, the Bill of Materials, Project Schedule, the Schedule of Installation Values, the Notice to Proceed, the Substantial Completion Form and the Final Completion Form and other Documents identified in these General Conditions.

1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral.

1.3 OWNER

The Owner is identified in the Agreement and is created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the Owner. Delaware Valley Regional Planning Commission and any municipality purchasing installation services pursuant to chapter 19 of the Commonwealth Procurement Code, 62 Pa. C.S. §1901 et seq., may be the "Owner" in these General Conditions. The term, "Owner" includes the Owner's authorized representatives, including the Professional. The Owner will be referred to in the singular and neutral gender.

1.4 PROFESSIONAL

The Professional is lighting design services professional retained by the Owner. The Professional here is identified in the Agreement as Keystone Lighting Solutions, or "KLS." The term "Professional" shall mean the Professional and the Professional's authorized representatives. The Professional will be referred to in the singular and neutral gender.

1.5 CONTRACTOR

The Contractor is the individual, corporation, company, partnership, firm, or other organization that has contracted to perform the Work under the Agreement with the Owner. The Contractor here is identified in the Agreement as the "Installer." The term "Contractor" shall mean the Contractor and the Contractor's authorized representatives. The Contractor must be represented by a designated point person who will be responsible for communication throughout the duration of the Contract with both the Owner and the Professional. The Contractor will be referred to in the singular and neutral gender.

1.6 SUBCONTRACTOR

A Subcontractor is a person or organization who contracts under, or for the performance of part or all of, the Contract between the Owner and the Contractor, and includes sub-subcontractors or whatever tier and materialmen. The subcontract may be direct with the Contractor or with another Subcontractor. The term "Subcontractor" shall mean the Subcontractor and the Subcontractor's authorized representatives. The Subcontractor will be referred to in the singular and neutral gender.

1.7 WORK

The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract.

1.8 PROJECT

The term "Project" shall be the undertaking and completion of the Work defined by the Contract Documents.

1.9 INSTALLATION WORKSHEET

The Installation Worksheet is a detailed description of work and materials utilized for every fixture within the project scope and will be developed by the Professional. Each line of this worksheet will identify a unique fixture location, the existing fixture information and the upgrade plan including, but not limited to, a general upgrade action description, the new fixture, retrofit kit or lamp manufacturer part number to be installed, general specifications including wattage, distribution type, color temperature, the photocell or other lighting control part number to be installed and dim level settings, if applicable.

1.10 BILL OF MATERIALS AND SCHEDULE OF INSTALLATION VALUES

The Bill of Materials is a summary list of unique part numbers to be installed as part of the project specification and will be developed by the Professional. Each line item in the Bill of Materials will include manufacturer name, manufacturer part #, total project quantity, previously negotiated unit pricing and a total extended price. The Bill of Materials will be the basis for a Purchase Order to be placed with a distribution partner selected by RSLPP.

The Schedule of Installation Values is a summary list of unique installation service items to be utilized in the Project and will be developed by the Professional. Each line item in the Schedule of Installation Values will include installation service item description, total project quantity, previously negotiated unit pricing and a total extended price.

The Bill of Materials and Schedule of Installation Values will define the total project construction costs and the Contract Sum.

1.1.1 THE PROJECT SCHEDULE

The Project Schedule indicates the project start date, project duration (calendar days) and project completion date. The project start date will be defined by the Professional as part of a scheduling effort and confirmed with the Contractor. The project duration is calculated using the summary Schedule of Installation Values and the installation efficiency values (units installed per day per person) for each fixture type and the Contractor installation crew size provided by the Contractor and confirmed in the Contractor Installation Services Agreement. The above information will define the total working days for a project. Assuming two weekend days for every five working days, the total calendar days will be determined. The project completion date will be based on the project start date plus the project duration.

1.12 DAY

Whenever the word "day" is used in the Contract Documents, it shall be interpreted to mean a calendar day unless otherwise noted.

1.13 CONTRACT SUM

The Contract Sum is the total compensation payable to the Contractor for performing the Work as specified in the Contract Documents or subsequently adjusted by modification to the Contract.

1.14 CONTRACT TIME

The Contract Time is the duration to complete the Work stated in Days. The Contract Time is based on installation productivity rates provided by the Contractor. The project start date, project duration and project completion date are reflected in the Project Schedule developed and published by the Professional.

1.15 CLAIM

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Contractor.

1.16 STATEMENT OF WORK

The Work includes construction activities that are reasonably contemplated, required, implied or inferable by the Contract Documents, whether or not explicitly contained in the Contract Documents.

1.17 SUBSTANTIAL COMPLETION

Substantial Completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose. If Substantial Completion is achieved but some items in the Work are not completed, they must be documented as part of punch list and completed within a reasonable time.

1.18 PUNCHLIST

Punchlist shall mean the list, prepared during performance or near the completion of the Work, or any portion thereof, indicating items to be furnished, performed, completed or corrected in accordance with the Contract Documents.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 OWNERSHIP AND USE OF DOCUMENTS

All Contract Documents and other documents of the Work furnished by the Professional are and shall remain the Professional's property. They are not to be used by the Contractor on other projects or for any other purpose without written consent of the Owner and the Professional.

2.2 COPIES FURNISHED - DRAWINGS AND SPECIFICATIONS

The Professional will furnish to the Contractor, free of charge, all Contract Documents required to complete the Work.

2.3 DRAWINGS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain with each installation crew one copy of the Installation Worksheet.

2.4 INSTALLATION STATUS REPORTING

The Contractor shall as part of its Work provide an installation status for each unique line item on the Installation Worksheet. The Professional will provide the Contractor with a field-based electronic data capture tool that represents all line items on the Installation Worksheet and allows input by the Contractor on installation status and other relevant comments. The Contractor inputs into the field-based electronic data capture tool will be used to generate interim installation status reports/downloads and ultimately a final as-built report/download.

2.5 INTERRELATIONSHIP AND INTENT OF DOCUMENTS

- 2.5.1 The intent of this Contract is to require complete, correct, and timely execution of the Work. Any Work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Sum.
- 2.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 2.5.3 When a word, term, or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein, or in accordance with its generally accepted meaning in the construction industry, or in accordance to its common and customary usage.

- 2.5.4 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."
- 2.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, nonspecified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.
- 2.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 2.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Professional of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Professional to only prepare documents for the Project, which are accurate, adequate, consistent, coordinate and sufficient for construction. Neither the Owner nor the Professional makes any representations or warranties of any nature whatsoever to the Contractor concerning such documents. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.
- 2.5.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent of the Work to be performed by Subcontractors.

ARTICLE 3 - INSURANCE

3.1 CONTRACTOR'S INSURANCE

3.1.1 Before commencing the Work and as a condition precedent to payment, the Contractor shall procure and maintain the following insurance, in amounts not less than that specified for each type:

3.1.1.1 **Workers' Compensation** for statutory obligations imposed by workers' compensation and occupational disease laws. **Employers' Liability** insurance shall be provided with limits not less than:

- a) \$500,000 bodily injury by accident per accident
- b) \$500,000 bodily injury by disease policy limit
- c) \$500,000 bodily injury by disease per employee

3.1.1.2 **Business Automobile Liability** (bodily injury liability and property damage liability) for all owned, leased, hired, non-owned vehicles with limits not less than \$1,000,000 Combined Single Limit.

3.1.1.3 **Commercial General Liability** insurance including coverage for bodily injury, property damage, and personal and advertising injury, for premises and operations, products and completed operations, and contractual liability arising from all operations, written on an occurrence basis with limits not less than:

FOR PROJECTS UNDER \$1,000,000

- a) Per occurrence: \$1,000,000
- b) General aggregate: \$2,000,000
- c) Products/completed operations aggregate: \$2,000,000
- d) Personal and advertising injury limit: \$1,000,000
- e) Medical Expense Limit: \$10,000

The Contractor shall maintain completed operations liability insurance for not less than one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.

FOR PROJECTS OVER \$1,000,000

- a) Per occurrence: \$5,000,000
- b) General aggregate: \$5,000,000
- c) Products/completed operations aggregate: \$5,000,000
- d) Personal and advertising injury limit: \$5,000,000
- e) Medical Expense Limit: \$10,000

The Contractor shall maintain completed operations liability insurance for not less than two years after Substantial Completion, or as required by the Contract Documents, whichever is longer.

- 3.1.1.4 **Pollution Liability** insurance: If the nature of the Work involves professional services, evaluating, testing, remediation, abatement, removal, storage, and transportation of hazardous materials or substances or pollutants, the Contractor and those Subcontractors involved in such work shall obtain Pollution Liability insurance applicable to their work, for bodily injury and property damage with limits not less than:

FOR PROJECTS UNDER \$1,000,000

- a) Per occurrence or claim: \$1,000,000
- b) Aggregate: \$1,000,000

FOR PROJECTS OVER \$1,000,000

- a) Per occurrence or claim: \$5,000,000
- b) Aggregate: \$5,000,000

The Pollution Liability insurance must include coverage for completed operations extending three (3) years after final acceptance of the project by the Owner or such longer period as the Contract Documents may require. The definition of property damage shall include clean-up costs. If the insurance is written on a claims-made basis, the policy retroactive date shall be prior to the start of the Contractor's Work, and the renewal policies shall maintain the same retroactive date.

- 3.1.2 The insurance limits required for the Employers' Liability, Business Automobile Liability and CGL coverage required under Paragraph 3.1.1 may be provided by a combination of primary and Excess or Umbrella Liability policies.

- 3.1.3 The Owner must be named on the Contractor's Commercial General Liability insurance as an additional insured.

- 3.1.4 The Contractor shall maintain in effect all insurance coverage required under Article 3 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located.

- 3.1.5 If the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Contractor or terminate this

Agreement.

- 3.1.6 Insurance policies required under Paragraph 3.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company.
- 3.1.7 Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Contractor shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under Paragraph 3.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.
- 3.1.8 The Contractor's insurance shall be primary and non-contributory to the Owner's insurance.
- 3.1.9 Failure of the Contractor to procure, carry, and maintain the required insurance shall not relieve the Contractor, and any Subcontractor thereof, of any obligation or liability assumed under this Agreement, nor of any obligation or liability imposed by law.
- 3.1.10 Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of the Contractor.

3.2 PROPERTY INSURANCE

- 3.2.1 Before commencing the Work, the Owner may at its option obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship or material and material or equipment stored offsite, onsite or in transit. This policy shall provide for a waiver of subrogation in favor of the Contractor, Subcontractors, Subsubcontractors, Material Suppliers and Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

3.2.1.1 The Builder's Risk property insurance may have a deductible. The Contractor shall be responsible for any such deductible, up to the maximum amount of \$10,000.

- 3.2.2 If the Owner does not intend to purchase the Builder's Risk property insurance, the Owner shall give written notice to the Contractor and the Professional before the Work is commenced. The Contractor may then provide insurance to protect its interests and the interests of the Subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Contractor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

- 3.2.3 Owner and Contractor waive all rights against each other and their respective employees, agents, subcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Contractor may have for the failure of the Owner to obtain and maintain property insurance in compliance with Paragraph 3.2.1.
- 3.2.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Contractor until the Date of Substantial Completion.

3.3 OWNER'S INSURANCE

- 3.3.1 OWNER'S LIABILITY INSURANCE The Owner shall maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including loss of use and claims, losses and expenses arising out of the Owner's acts or omissions.

ARTICLE 4 - GOVERNING LAWS

4.1 GOVERNING LAW

The Contract shall be governed by the law of the Commonwealth of Pennsylvania. In the event litigation arises out of this Contract, the parties agree to submit any claim to the competent court of common pleas in the county where the Project is located.

4.2 COMPLIANCE WITH LAWS

- 4.2.1 The Contractor at all times shall observe and comply with all Federal, State and Local laws, by-laws, ordinances, codes and regulations, in any manner affecting the conduct of the Work or applying to any employees on the Project, as well as all orders or decrees which have been promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the Work, materials, employees or the Contract.
- 4.2.1 Contractor shall indemnify and save harmless the Owner and all its officers, employees and agents from all suits, actions, or claims of any character or description brought for, made on account of, or arising from the violation of any such law, by-law, ordinance, regulation, order or decree by the Contractor.
- 4.2.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Professional and Owner in writing, and necessary changes shall be accomplished by appropriate modification.
- 4.2.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Professional and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

4.3 PREVAILING WAGE ACT

- 4.3.1 The Contractor is hereby notified that this Contract is subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, Act No. 442, August 15, 1961 (P.L. 987), and as amended August 9, 1963, Act No. 342; and said Act and its associated regulations are incorporated herein by reference as fully as though fully set forth.
- 4.3.2 Prevailing Minimum Wages: The Minimum Wage Rates for Labor performed on the Project as determined by the Commonwealth of Pennsylvania, Department of Labor and Industry, and by inclusion are a part of the Contract. The Contractor shall obtain a copy of the Wage Rates for the various crafts and classifications and post same in a conspicuous place. In submitting each

Application for Payment, the Contractor warrants that no employee of the Contractor, his subcontractors or sub-subcontractors was paid less than the minimum hourly rate as posted for his particular craft or trade or classification for all work performed. The Contractor shall submit, as requested by the Professional, Payroll Classification for the Project on the required form, properly executed and notarized. Failure to submit required forms shall result in the withholding of payments to the Contractor that would otherwise be due.

4.4 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work on portions thereof provided by the Contractor which are legally enacted when proposal was submitted.

4.5 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees, and defend all suits or Claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such royalties and license fees and loss when a particular design or process, or the product of a particular manufacturer or manufacturers is specified; provided, however, if the Contractor has reason to believe the design, process or product specified constitutes an infringement of a patent, the Contractor shall be responsible for such royalties, license fees and loss unless the Contractor promptly gives such information to the Owner and the Professional.

4.6 FEDERAL CLEAN AIR ACT

The Contractor agrees to fully protect, indemnify, hold harmless and defend the Owner against any and all liability, including assessed violation fines, for failure to comply with the Federal Clean Air Act [42 U.S.C. §7401 et seq., amended 1990], with regards to handling, venting, and/or disposing of any and all refrigerants used in the performance of the Work. A copy of employee(s) or subcontractor(s) Federal Certification numbers shall be provided to the Owner upon request.

ARTICLE 5 – Deleted in these General Conditions

ARTICLE 6 - KNOWLEDGE OF CONTRACT REQUIREMENTS

6.1 NOTICE

The Contractor and its Subcontractors shall consult in detail all Contract Documents for instructions and requirements pertaining to the Work, and at its and their cost shall provide all labor, materials, equipment and services necessary to furnish, install and complete the Work in strict conformance with all provisions thereof.

6.2 EXAMINATION AND CONDITIONS AT THE SITE

The Contractor is responsible for having general knowledge of municipality roadway and area lighting applications and for having informed itself and its Subcontractors of all pertinent local conditions such as location, accessibility, and general character of the site or building, the character and extent of existing Work within and adjacent to the site, any other Work being performed thereon at the time of the submission of the Contractor's proposal, and subsurface conditions. Any failure to do so will not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the Owner.

6.3 EXAMINATION OF CONTRACT DOCUMENTS

- 6.3.1 The Contractor will be held to have examined the Contract Documents, and Modifications thereto, as they may affect the Work and to have informed itself and its Subcontractors of all provisions thereof affecting the prosecution of the Work.
- 6.3.2 The Work is not limited to that described in the Installation Worksheet information, but includes all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended.
- 6.3.3 The Contractor shall at once report to the Professional errors, inconsistencies or omissions

discovered. The Contractor shall not be liable to the Owner or Professional for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and failed to report it to the Professional. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Professional, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

6.4 LABOR

The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the location of the Project, including, but not limited to, unions, incentive pay, procurement, living and commuting conditions, and to have informed its Subcontractors thereof.

ARTICLE 7 - CONTRACT ADMINISTRATION

7.1 GENERAL ADMINISTRATION

The Professional will provide general administration of the Contract beginning with the execution of the Agreement between the Contractor and the Owner. The Professional shall advise and consult with the Owner and will have authority to act on behalf of the Owner.

7.2 CONTRACT ADMINISTRATION COMMUNICATIONS AND INTERPRETATION

- 7.2.1 Communications: The Owner's instructions to the Contractor will generally be issued through the Professional except that the Owner reserves the right on appropriate occasions to issue instructions directly to the Contractor through the Owner's representatives.
- 7.2.2 Interpretation: The Professional shall be, in the first instance, the interpreter of the requirements of the Contract Documents. The Professional will, within a reasonable time, render such interpretation as the Professional may deem necessary for the proper execution or progress of the Work. All interpretations by the Professional shall be defined in writing and/or by drawing and shall be consistent with the intent of the Contract Documents.

7.3 ACCESS TO AND INSPECTION OF THE WORK

- 7.3.1 The Professional, the Owner and their authorized representatives shall be provided full and safe access to the Work at all times by the Contractor for their observation and/or inspection of same. The Professional is not empowered to authorize deviations from the Contract, except by a written modification to the Contract Documents. Neither is the Professional empowered to undertake responsibility for supervision and construction means, methods, techniques, sequences, procedures or coordination or for safety of persons and property.
- 7.3.2 The Professional, the Owner and their authorized representatives reserve the right to inspect, at their sources, all materials, supplies or services not manufactured or performed within the Contractor's on-site facility. Such inspection shall not constitute acceptance, nor shall it replace in any way the Contractor's responsibility for inspection or requirement to furnish acceptable materials. The Owner will notify the Contractor of any non-compliance with the Contract Documents and the action required, and the Contractor shall take immediate corrective action.

7.4 SEPARATE CONTRACTS – Deleted in these General Conditions

7.5 CLAIMS AND DISPUTES

- 7.5.1 Claims: Claims by the Contractor must be made within twenty-one (21) days after occurrence of the first event giving rise to such Claim. Claims must be made by written notice. Pending final resolution of a Claim unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- 7.5.2 Claims for Concealed or Unknown Conditions: If conditions are encountered at the site which are concealed physical conditions which differ materially from those indicated in the Contract

Documents or of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Professional and the Owner promptly before conditions are disturbed and no later than forty-eight (48) hours after first observance of the conditions. In such circumstances, the Owner shall cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work as an equitable adjustment in the Contract Sum or Contract Time, or both. The failure by the Contractor to make the written notice and claims as provided in this subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

- 7.5.3 Claims for Additional Cost: If the Contractor wishes to make Claim for an increase in the Contract Sum, the Contractor shall give written notice of such claim to the Professional and the Owner within twenty-one (21) days after the occurrence of the event or first appearance of the condition giving rise to such Claim and before proceeding to execute the Work. The failure by the Contractor to give such notice within the time permitted and prior to executing the Work shall constitute a waiver of claim for additional compensation. In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Sum, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.
- 7.5.4 Claims for Additional Time: If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given to the Professional and the Owner at the time of any Change Order proposal submitted. If the Contractor fails to make such claim as required in this subparagraph within twenty-one (21) days of such occurrence giving rise to the claim, any claim for extension of time shall be waived.
- 7.5.5 Injury or Damage to Person or Property: If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first becoming aware of such injury or damage.
- 7.5.6 Decision of the Professional: Claims of the Contractor, including those alleging an error or omission by the Professional, shall be referred initially to the Professional for action as provided in Subparagraph 7.5.7. A decision by the Professional, as provided in Subparagraph 7.5.7, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due.
- 7.5.7 Resolution of Claims and Disputes: The Professional will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Professional expects to take action, and (3) reject the Claim in whole or in part, stating reasons for rejection. If a Claim has not been resolved, the Contractor shall, within ten (10) days after the Professional's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Professional, (2) modify the initial Claim or (3) notify the Professional that the initial Claim stands. The Owner promptly thereafter shall render a first-step decision, granting the Claim in whole or in part or denying the Claim.
- 7.5.8 Second-step Administrative Proceeding: Should the Contractor not be satisfied with Owner's first-step decision regarding a claim or dispute, Contractor may request an administrative determination. Owner shall, within thirty (30) days of a demand for an administrative determination or on its own initiative, designate an individual to serve as Claims Administrator. The parties shall attend administrative conferences at the call of the Claims Administrator. Owner and Contractor shall cooperate fully in the administrative investigation conducted by the Claims Administrator at the administrative conference and at such other times as the Claims Administrator shall determine, and shall furnish documents and other information required by the Claims Administrator. Within thirty (30) days of the completion of the administrative investigation, the Claims Administrator will render a decision and recommendation to the parties. The decision and the recommendation shall not be binding on any party and will not be admissible in any proceeding. Unless the decision and recommendation is accepted, Contractor may submit a claim to the court of common pleas in the county where the Project is

located.

7.6 CONTRACT TERMINATION

7.6.1 Termination by Contractor: If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon ten (10) additional days' written notice to the Owner and the Professional, terminate the Contract and recover from the Owner payment for all Work executed and for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit associated with such Work or losses and reasonable expenses resulting from such termination. If the cause of the Work stoppage is removed prior to the end of the ten (10) day notice period, the Contractor may not terminate the Contract.

7.6.2 Termination by Owner: If the Contractor refuses or fails to supply enough properly skilled workmen or proper materials to satisfactorily perform the Work, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is in violation of a provision of the Contract Documents, is insolvent, declares bankruptcy, or fails to so prosecute the Work as to insure its completion, within the time, or any extension thereof, specified in this Contract, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and its surety ten (10) days' written notice, terminate the Work and services of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. The Owner may arrange for completion of the Work and deduct the cost thereof from the unpaid Contract Sum remaining, including the cost of additional professional services made necessary by such default or neglect, in which event no further payment shall then be made by the Owner until all costs of completing the Work shall have been paid.

7.6.3 Termination for Convenience of Owner: Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in its sole discretion. Upon such an occurrence, the following procedures will be adhered to:

- 7.6.3.1 The Owner will immediately notify the Professional and the Contractor in writing, specifying the effective termination date of the Contract.
- 7.6.3.2 After receipt of the notice of termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

- (1) Stop all Work.
- (2) Place no further subcontracts or orders for materials or services.
- (3) Cancel all material and equipment orders as applicable.
- (4) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.

The termination shall have the effect of assigning all subcontracts to the Owner.

7.6.4 Written Notice: Written notice shall be considered to have been duly given if delivered to the Owner, Contractor, or other individual for whom it is intended, or sent by United States mail, using the principal address of the individual or entity.

ARTICLE 8 - CONSTRUCTION

8.1 PROJECT SCHEDULE AND SUPERVISION

8.1.1 Project Schedule: The Contractor, promptly after being awarded the Contract, shall commence work according to the Project Schedule (or the "Schedule") provided by the Professional. The commencement date, duration of the work and completion date for the Project will be based on

Contractor's provided productivity rate.

- 8.1.2 Supervision: The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall employ a competent superintendent satisfactory to the Professional and the Owner, and shall not be replaced except with the written approval of the Professional on behalf of the Owner. The superintendent shall represent the Contractor and shall have full authority to act on the Contractor's behalf. All communications given to the superintendent shall be as binding as if given to the Contractor. All oral communications affecting contract time, contract cost and contract interpretation will be confirmed in writing.
- 8.1.3 Contractor shall comply with all project management, coordination, and compliance and activities as may be reasonably requested by the Professional including, but not limited to, participation in all pre-construction activities, order management reporting requirements, installation reporting requirements and status meetings.

8.2 SUBCONTRACTS

Any subcontractors not previously identified and approved by the Professional, must be approved by the Professional on behalf of the Owner. A change in any approved Subcontractor or the addition of any new Subcontractor may not be made without the written approval of the Professional on behalf of the Owner. The Contractor agrees to bind every Subcontractor, and every Subcontractor agrees to be bound, by the terms of the Contract Documents insofar as they are applicable to the Subcontractor's respective portion of the Work. The Contractor shall further more fully inform each of its Subcontractors, prior to executing an agreement with, conformance with related documents. The Contractor shall indemnify the Owner for any Subcontractor's claim which may result from the failure of the Contractor to incorporate the provisions of this Contract in the Contractor's agreements with any of its Subcontractors.

8.3 PERMITS, FEES AND NOTICES

To the extent required by applicable law, the Contractor shall secure and pay for, with the exception of the building permit, all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work.

8.4 ACTS AND OMISSIONS

The Contractor shall be responsible for acts and omissions of the Contractor's employees and Subcontractors, their agents and employees and other persons performing portions of the Work under a contract with the Contractor. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Professional in the Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

8.5 PROTECTION OF PERSONS AND PROPERTY

- 8.5.1 OSHA: It shall be the duty and responsibility of the Contractor and all its Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor to be familiar and comply with all requirements of Public Law 91-596, the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of this Act.
- 8.5.2 Emergencies: In an emergency affecting safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss.
- 8.5.3 Precautions: The Contractor shall take appropriate precautions for safety of and shall provide necessary protection to prevent damage, injury or loss to:
- 8.5.3.1 Employees of the Owner at the Work and other persons who may be affected thereby.
 - 8.5.3.2 The Work and materials and equipment to be incorporated therein, whether in

storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors.

8.5.3.3 Other property at the site or adjacent thereto that are not designated for removal, relocation or replacement in the course of construction.

8.5.3.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, all necessary safeguards for safety and protection, including posting of danger signs, installing project fencing, and other warnings against hazards.

8.5.4 Lighting Product Waste: The Contractor is responsible for the appropriate disposal of all used lighting materials in accordance with local, state and federal laws. Used lighting materials include, but are not limited to, lighting fixtures, ballasts, drivers, lamps, capacitors, photocells, wiring/cable. When applicable, certificates of recycling or disposal should be provided to the Professional and Owner.

8.5.5 Hazardous Material: Other than the planned lighting product waste, the Contractor and all its Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic material. If the Contractor encounters or suspects hazardous or toxic material, the Contractor shall advise the Owner immediately. The Work in the affected area shall not be resumed by the Contractor until the hazardous material has been removed or rendered harmless by the Owner.

8.6 MATERIALS AND WORKMANSHIP

8.6.1 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

8.6.2 All Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, the finish specified and of the best workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

8.6.3 The Contractor shall provide, without extra charge, all incidental items required as a part of the Work, even though not particularly specified nor indicated and, if the Contractor has good reason for objecting to the use of a material, appliance, or method of construction as shown or specified, the Contractor shall register its objections to the Professional, in writing, sending a copy to the Owner; otherwise, the Contractor shall proceed with the Work, with the understanding that a satisfactory job is required.

8.6.4 Use of Site: The Contractor shall confine operations at the site to areas reasonably required to conduct work and shall not unreasonably encumber the site with materials or equipment. Subject to prior approval of the Owner, the Contractor may use spaces within the building or at a defined site location for shops and the storage of materials and equipment. Every space so used shall be repaired, patched, cleaned and restored to new condition by the Contractor.

8.6.5 Utility Work and Safety Requirements: The Contractor shall be responsible for adhering to all PECO work and safety requirements. Failure to meet these requirements and the cost to remedy will be the sole responsibility of the Contractor.

8.6.6 Code Requirements: The Contractor shall be responsible for adhering to all current electrical code requirements. The Contractor is responsible to notify the Professional and Owner of any conditions to be deemed unsafe and to recommend corrective actions. Failure to identify conditions not meeting code or general safety requirements and the cost to remedy

will be the sole responsibility of the Contractor.

8.7 [Deleted in these General Conditions]

8.8 UNCOVERING, REJECTION AND CORRECTION OF WORK

- 8.8.1 Uncovering of Work: If any portion of the Work is covered contrary to the Professional's request or to the requirements of the Contract Documents, it must, if requested by the Professional, be uncovered for observation. All costs of uncovering, recovering and replacing of Work not installed in accordance with the Contract Documents shall be borne by the Contractor and with no change in Contract Time. The cost of any other portion of the Work requested to be uncovered by the Professional and found to be in accordance with the Contract Documents shall be borne by the Owner by appropriate Change Order.
- 8.8.2 Rejection and Correction of Work by the Owner: Any Work rejected by the Professional and found not to be in accordance with the Contract Documents shall be corrected promptly by the Contractor at its cost and with no change in Contract Time. If the Contractor fails to correct rejected or nonconforming Work, the Owner may correct it in accordance with Paragraph 8.9.
- 8.8.3 Acceptance of Nonconforming Work: If the Owner prefers to accept Work found not to be in accordance with the Contract Documents, the Owner may do so, in which case the Contract Sum will be reduced downward appropriately as determined by the Owner and memorialized in a deduct Change Order.

8.9 OWNER'S RIGHT TO STOP AND/OR CARRY OUT THE WORK

- 8.9.1 Owner's Right to Stop the Work: If the Contractor fails to correct rejected or nonconforming Work as required in Paragraph 8.8 or fails to carry out Work in accordance with the Contract Documents, the Owner may, in writing, order the Contractor to stop the Work or any portion thereof until the proper corrective action has been implemented.
- 8.9.2 Owner's Right to Carry Out the Work: If the Contractor fails or neglects to carry out the Work in accordance with the Contract Documents, or ceases Work for a period of seven (7) consecutive days, the Owner may, without prejudice to other remedies the Owner may have, perform or cause to be performed the Work. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of performing Work pursuant to this Subparagraph. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

8.10 CLEANUP

The Contractor shall keep the work site clean at all times of dirt, rubbish and debris resulting from the Work, and shall remove rubbish and debris from each installation location. Prior to substantial completion of the Work, the Contractor shall do the final cleaning and polishing of the surfaces of the Contractor's installations as may be required. If the Contractor fails to clean up as outlined above, the Owner may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 9 - CHANGES IN THE WORK

9.1 CHANGES

- 9.1.1 Except as provided in this article, no order, oral statement or direction of the Professional or the Owner shall be treated as a Change Order or entitle the Contractor to an adjustment to the Contract Sum and/or the Contract Time.
- 9.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order.

- 9.1.3 If the Contractor identifies conditions that could justify a change in work, they must give notice in writing to the Professional within (7) days all relevant details pertaining to the condition. The Professional may request the Contractor to prepare a Change Order Request document for the Owner to review and approval if acceptable.

9.2 CHANGE ORDERS

- 9.2.1 A Change Order is a written order to the Contractor, signed by the Owner and issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time.
- 9.2.2 It is recognized by the parties hereto and agreed by them that the Contract Documents may or may not be complete or free from errors, omissions and imperfections or require changes or additions in order for the Work to be completed in accordance with the Contract Documents and to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Contract Documents or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of contract, quantum meruit, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, whether direct, consequential or otherwise in any ways incident to, arising out of, or resulting directly or indirectly from the Work performed by Contractor under such Change Order.

9.3 CHANGE ORDER CONTRACT SUM ADJUSTMENTS

Adjustments in the Contract Sum for Work covered by a Change Order shall be computed on the basis of one or more of the following procedures. The Contractor shall have a maximum time of fourteen (14) calendar days to submit change order pricing, unless otherwise directed by the Professional.

- 9.3.1 Unit Prices: Unit prices if stated in the Contract Documents or if subsequently mutually agreed upon by the Owner and the Contractor for the increase or reduction in the Work or portion thereof. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined in the Contract Documents for each category of Work.
- 9.3.2 Lump Sum: A lump sum agreed upon by the Owner and Contractor based on an estimated cost of the increase or reduction in the Work properly itemized and supported by sufficient substantiating data to permit evaluation.
- 9.3.3 Gross Cost of Increase or Reduction in the Work: Only to the extent that Unit Prices are not required or Unit Prices and Lump Sum are not agreed upon, the Change Order may be based upon the gross cost to the Contractor for the estimated or if available the actual and reasonable cost of the Work and may include an allowance for overhead and profit. The Contractor or Subcontractor actually performing the Work will be allowed a maximum markup for overhead and profit of 10% on labor only and 10% on material and equipment, plus sales tax to the extent applicable. No other costs or markups will be permitted by any other tiered Contractor or Subcontractor.
- 9.3.4 If no mutual agreement can be reached between the Owner and the Contractor as to the method to complete the Work covered by a Change Order, the change in the Contract Sum, if any, shall then be determined in accordance with the disputes provisions of these General Conditions.
- 9.3.5 If a Change Order submission is rejected and the work is considered part of the Contract Sum by the Professional, the submission may at Contractor's option be considered a Claim. Pending final resolution of the Claim, the Contractor shall proceed diligently with performance of the Contract. If the Contractor refuses to complete the Work the Owner may terminate the Contract for

cause.

- 9.3.8 Mark-up on bond premium increases and/or insurance premium increases due to Change Orders is not permitted.

9.4 CHANGE ORDER CONTRACT TIME ADJUSTMENTS

Adjustments in the time required for performance of the Contract for Work covered by a Change Order shall be as agreed upon by the Owner and the Contractor as part of a Change Order. If the parties are unable to agree on the time extension or reduction, the Professional shall make a determination of the time extension or reduction to be allowed. If the request for an increase in the Contract Time is rejected, or if a reduction in the Contract Time is directed by the Professional, the Contractor may proceed in accordance with the disputes provisions of these General Conditions.

9.5 MINOR CHANGES IN THE WORK

The Professional, with the Owner's approval, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes will be effected by written order which the Contractor shall carry out promptly.

9.6 PRE-APPROVED MINOR FIELD CHANGES

The Owner may provide the Contractor pre-approval to conduct field changes up to a defined quantity or cost limit. Unit prices and limits of work for such changes will be established prior to execution of this contract and represented in the Installation Services Schedule of Values.

9.7 NOTICE TO SURETY: CONSENT

The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to such Change Order, and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

9.8 EFFECT OF EXECUTED CHANGE ORDER

The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Sum and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

ARTICLE 10 - CONTRACT COMPLETION TIME

10.1 NOTICE TO PROCEED

The Contract Time will begin on the date designated in the Notice to Proceed issued by the Owner. The Contractor is required to complete the Work in the time stated in the Contract Documents.

10.2 PROGRESS AND COMPLETION

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

10.3 DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Professional, or of an employee of either, or by changes ordered in the Work, or by material delays, severe weather, labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the

Professional determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Professional may determine with the Owner's approval. Any delay attributable to lack of coordination or cooperation by or between the Contractor and its Subcontractor(s) will not be recognized by the Owner as the basis for any claim for increase in the Contract Sum or Contract Time.

10.4 COMPLETION AND LIQUIDATION DAMAGES

The Contractor shall substantially complete all of the Work included in the Contract Documents ready for the Owner's use and occupancy, in the Contract Time. Pursuant to the provisions of Paragraph 10.4, for each calendar day's delay beyond 150% of the Contract Time, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500) to compensate the Owner for its additional administrative and operational costs.

10.5 SUBSTANTIAL COMPLETION

When the Contractor considers that the Work, or a portion thereof which the Owner wishes or agrees to accept separately, is substantially complete in accordance with Paragraph 1.15, the Contractor shall prepare a Substantial Completion Form. A template for the Substantial Completion Form will be provided by the Professional. The Substantial Completion Form identifies the date that Substantial Completion was achieved and requires signatures from the Contractor and the Professional. If there are items not complete, a punch list of items to be completed or corrected will be attached to the Substantial Completion Form. The failure to include any items on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Professional and the Owner, on the basis of an inspection, determine that the Work is substantially complete, the Professional shall sign the Substantial Completion Form.

ARTICLE 11 - PAYMENTS AND COMPLETION

11.1 APPLICATIONS FOR PAYMENT

11.1.1 Contractor applications for payment should utilize AIA Forms G702 and G703. The schedule of values represented on AIA Form G703, should be broken into separate items for Material (#1), Labor (#2). Additional line items can be added for change orders. The Contractor can invoice for stored materials if they provide proof of receipt by distribution partner or Contractor. A 10% retainage will apply to all pay applications until the Project is 50% complete, and a 5% retainage pending the final pay application. The maximum allowed frequency of Contractor pay applications is monthly. Installation progress billing must match the installation status reporting for the indicated pay application time period.

11.1.2 The Professional and Owner agree to review all Contractor pay applications within (14) days of submission. Within (7) days of approval of a Contractor pay application, the Owner will submit the pay application for payment. If the Professional or Owner do not approve the Contractor pay application, written communication of dispute will be provided to the Contractor for correction or resolution.

11.2 FINAL COMPLETION AND FINAL PAYMENT

11.2.1 When the Work is completed, the Contractor shall prepare a Final Completion Form. A template for the Final Completion Form will be provided by the Professional. The Final Completion Form identifies the date that Final Completion was achieved and requires signatures from the Contractor and Owner. When the Professional and the Owner, on the basis of an inspection, determine that the Work is complete, the Professional or Owner sign the Final Completion Form.

11.2.2 The final payment application shall be for retainage only. Final payment will be approved by the Professional and Owner, upon confirmation that all project work, including change orders, is complete and operational.

ARTICLE 12 - CONTRACT WARRANTY PERIOD

12.1 WARRANTY

Except where a longer warranty is specified, the Contractor warrants and guarantees all Work against defects in materials, equipment and/or workmanship for a period of one (1) year from the date of Substantial Completion of the Project. This period of one (1) year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This warranty and guarantee is not the exclusive remedy of the Owner but is in addition to the general obligation of the Contractor to faithfully perform the Contract, and it in no way limits the responsibility of the Contractor for faulty materials or workmanship.

12.2 CORRECTION OF DEFECTS

- 12.2.1 Upon receipt of written or verbal notice from the Owner or Professional of the discovery of any defects in materials, equipment and/or workmanship, the Contractor shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period. Any defects discovered in materials, equipment and/or workmanship which are included in any manufacturer's written warranty certificate shall be remedied in accordance with the manufacturer's recommendations and procedures.
- 12.2.2 If any of the Work is found to be not in accordance with the requirements of the Contract Documents, including substitutions not properly approved and authorized, such Work will be considered defective and shall be corrected promptly by the Contractor after receipt of notice from the Professional.
- 12.2.3 If the Contractor, after notice, fails to proceed promptly and remedy such defects within thirty (30) days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

12.3 ONE-YEAR INSPECTION

- 12.3.1 Prior to the expiration of the one (1) year guarantee period against defective materials, equipment and/or workmanship, the Professional and Owner shall conduct an inspection to determine any other defects in material, equipment and/or workmanship not previously noticed and corrected as outlined in Paragraph 12.2 above.
- 12.3.2 Should any additional defects be discovered, the Contractor, upon receipt of written notice from the Professional, shall promptly remedy the defects and replace any property damaged therefrom.
- 12.3.3 If the Contractor, after notice, fails to proceed promptly and remedy such defects within thirty (30) days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY

13.1 NON-DISCRIMINATION CLAUSE

During the term of this Contract, Contractor agrees as follows:

- 13.1.1 Contractor shall not discriminate against any employee, applicant for employment, any independent Contractor or any other person because of race, color, religious creed, ancestry, national origin, service in the uniformed services (as defined in state and federal law), veteran status, age, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by law.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, service in the uniformed services (as defined in state and federal law), veteran status, age, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by

law. Such affirmative action shall include, but is not limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

- 13.1.2 Contractor shall in solicitations or advertisements placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
- 13.1.3 Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notices shall be sent to every other source of recruitment utilized by Contractor.
- 13.1.4 It shall be no defense to a finding of a non-compliance with Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that recipient had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations.
- 13.1.5 Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, the Contractor shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, national origin, sex, or age, taking affirmative action to obtain qualified minority group persons.
- 13.1.6 Contractor shall comply with all rules, regulations and orders issued by the Governor, the Attorney General, and the Human Relations Commission relating to laws, prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and recipient may be declared ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation or order of the Governor, Attorney General, or the Human Relations Commission, or as otherwise provided by law.
- 13.1.7 Contractor shall furnish all information and reports required by the Governor, Attorney General, and the Human Relations Commission and will permit access to its books, records and accounts by the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with provisions of Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause.
- 13.1.8 Contractor shall actively recruit minority Subcontractors or Subcontractors with substantial minority representation among their employees.
- 13.1.9 Contractor shall include the provisions of Paragraphs 13.1.1 through 13.1.10 in every Subcontract or Purchase Order, so that such provisions will be binding upon each Subcontractor or vendor or other person.
- 13.1.10 The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Ch. 49.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No actions or failure to act by the Owner, Professional or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

ARTICLE 15 – PERFORMANCE AND PAYMENT BONDS

- 15.1 At the time of signing the Contract and before it becomes effective, the Contractor and its surety, acceptable to the Owner, shall execute two bonds each in the amount of 100% of the Contract Sum for the Work awarded to the Contractor. The Bonds shall be written by a Surety authorized to do business in the Commonwealth of Pennsylvania and shall be delivered to the Owner prior to award of Contract and within three (3) days of the Owner's request thereof. The Attorney-in-Fact who signs the Bonds must be a resident of the Commonwealth of Pennsylvania and shall file with each Bond a certified and effectively dated copy of the Attorney-in-Fact's Power of Attorney.
- 15.2 One bond shall be a performance bond covering the faithful performance by the Contractor of all covenants and agreements on the part of the Contractor contained in this Contract.
- 15.3 The other bond shall be a labor and material payment bond protecting all parties that have performed labor or supplied material on this Contract from suffering any loss due to the failure of the Contractor to pay any or all obligations incurred under this Contract.
- 15.4 The Contractor shall pay all premiums for all bonds.
- 15.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor or Owner shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 16 - INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, and hold harmless the Owner, Professional, and their officers, officials, representatives, consultants, agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, of whatsoever nature caused in whole or in part by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 16.

In claims against any person or entity indemnified under this Article 16 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 16 shall not be limited by a limitation on amount or type of damages, compensation or benefits payment by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Article 16 shall not extend to the liability of the Professional, the Professional's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Professional, the Professional's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

The status of the Contractor in the Work to be performed by it under this Contract is that of an Independent Contractor and as such the Contractor shall properly safeguard against any and all personal injury including death, or damage to the public, to public and private property, materials, and things; and as such, the Contractor alone shall be responsible for any and all damage, loss, or injury to persons or property that may arise or be incurred in or during the conduct or progress of said Work without regard to whether or not the Contractor, its Subcontractors, Agents, or Employees have been negligent; and the Contractor shall keep the Owner and Professional indemnified from and discharged of and from any and

all responsibility and liability for risks and casualties of every description, as provided in the Agreement between the Owner and the Contractor.

GENERAL CONDITIONS OF THE CONTRACT: APRIL 2019

715 E. Montgomery Avenue - Escrow		Date	Amount	Balance Remaining
Initial Deposit		10/27/2017	\$ 4,000.00	\$ 4,000.00
Engineer Boucher and James		1/22/2018	\$ (732.50)	\$ 3,267.50
Engineer Boucher and James		2/14/2018	\$ (460.00)	\$ 2,807.50
Engineer Boucher and James		5/4/2018	\$ (1,070.10)	\$ 1,737.40
Engineer Boucher and James		8/22/2018	\$ (1,881.05)	\$ (143.65)
Engineer Boucher and James		9/19/2018	\$ (571.25)	\$ (714.90)
Additional Deposit		10/26/2018	\$ 5,114.90	\$ 4,400.00
Tree Waiver \$1,000, Bench \$500, LED Conversion Kit \$425		10/26/2018	\$ (1,925.00)	\$ 2,475.00
Solicitor Rubin, Glickman, Steinberg and Gifford		11/30/2018	\$ (90.00)	\$ 2,385.00
Solicitor Rubin, Glickman, Steinberg and Gifford		2/8/2019	\$ (232.50)	\$ 2,152.50
Engineer Boucher and James		5/16/2019	\$ (495.78)	\$ 1,656.72
Engineer Boucher and James		6/7/2019	\$ (1,007.75)	\$ 648.97
Engineer Boucher and James		8/8/2019	\$ (304.40)	\$ 344.57



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
Barlonsville, PA 18321

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

August 8, 2019

Christine Hart, Borough Manager
North Wales Borough
300 School Street
North Wales, Pennsylvania 19454

SUBJECT: AS-BUILT PLAN REVIEW NO. 2
WBG PROPERTIES, L.P. – 715 EAST MONTGOMERY AVENUE
NORTH WALES BOROUGH, MONTGOMERY COUNTY, PA
PROJECT NO. 1768016R

Dear Ms. Hart:

We have completed our second review of the As-Built Plan submitted for the above referenced project. The submitted information was prepared by Dennis M. Litzenberger (Professional Land Surveyor) and consists of a one (1) plan sheet dated April 19, 2019, last revised July 22, 2019. A response letter prepared by Lenape Valley Engineering, dated June 17, 2019 was also submitted.

Based on our review of the submitted plan, our previous letter dated May 3, 2019, and with respect to the previously approved land development plans, we have no further comments.

Please contact me if you have any additional questions or concerns.

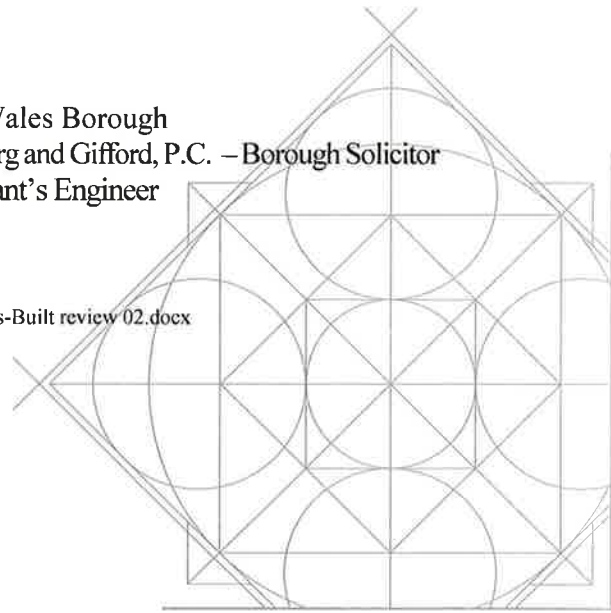
Sincerely,

Melissa E. Prugar, P.E.
Borough Engineer

MEP/cg

cc: Alan R. Guzzardo, Assistant Borough Manager – North Wales Borough
Gregory R. Gifford, Attorney at Law – Rubin, Glickman, Steinberg and Gifford, P.C. – Borough Solicitor
Jason T. Smeland, P.E., Lenape Valley Engineering – Applicant's Engineer
Brian Webb, WBG Properties, L.P. – Owner/Applicant
Dennis M. Litzenberger – Applicant's Surveyor

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Bartonsville, PA 18321

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

August 8, 2019

Brian Webb
WBG Properties, LP
1529 Easton Road, Suite 101
Warrington, PA 18976

**SUBJECT: WBG PROPERTIES, L.P. – 715 EAST MONTGOMERY AVENUE
PUNCH LIST NO. 2
NORTH WALES BOROUGH, MONTGOMERY COUNTY, PA
PROJECT NO. 1768016R**

Dear Mr. Webb:

Based on our previous inspection and recent review of the submitted as-built plan we find that all items listed in Punch List No. 1 have been completed.

If you have any questions concerning this information, please contact me.

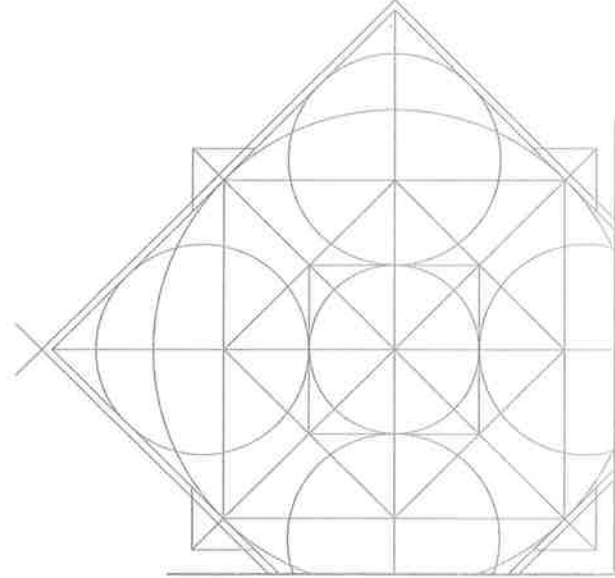
Sincerely,

Melissa E. Prugar, P.E.
Project Engineer

MEP/clg

cc: Christine Hart, Borough Manager – North Wales Borough
Alan M. Guzzardo, Assistant Borough Manager – North Wales Borough
Gregory R. Gifford, Attorney at Law – Rubin, Glickman, Steinberg and Gifford, P.C. – Borough Solicitor

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North Wales

HISTORICAL ARCHITECTURAL REVIEW BOARD

Record of Action

Date 8.22.2019

Application: 0819-01

Application date: 8.18.2019

Applicant/Property Owner: Adam Fedale for
Madelyn Vesci
300 Shearer St.
North Wales, PA

Block/Unit # _____

Request: New asphalt shingle main roof and porch roof

Submittals: Application, photographs and formal estimate
• • •

HARB Meeting: August 21, 2019

In attendance: Mr. Joseph Del Ciotto
Mr. Charles Guttenplan
Mr. James Schiele
Mr. Ray Tschoepe

Applicant in Attendance: Adam Fedale of G. Fedale Roofing and Siding

Action: Approve as presented

Findings of fact. The Sec. of the Interior recommends "Replacing in kind an entire feature of the roof that is too deteriorated to repair... If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered."

"Recommendation to Council: Issue Certificate of Appropriateness.

Respectfully submitted,



HARB Chairman/Vice-chairman

**BOROUGH OF NORTH WALES
MONTGOMERY COUNTY
PENNSYLVANIA**

ORDINANCE NO. ***

**AN ORDINANCE AMENDING THE NORTH WALES BOROUGH CODE, CHAPTER
187 (TAXATION), BY ADDING A NEW ARTICLE VI (VOLUNTEER SERVICE
EARNED INCOME TAX CREDIT) PROVIDING INCENTIVES FOR
QUALIFYING VOLUNTEERS SERVING A VOLUNTEER FIRE
COMPANY OR A NON-PROFIT EMERGENCY SERVICES AGENCY IN
ACCORD WITH PENNSYLVANIA ACT NO. 172 OF 2016**

IT IS HEREBY ENACTED AND ORDAINED by the Borough Council of the Borough of North Wales as follows:

SECTION 1: Amendment to Chapter 187 (Taxation) providing a new Article VI, which shall read as follows:

**ARTICLE VI
Volunteer Service Earned Income Tax Credit
[Adopted 08/27/2019 by Ord. No. ____]**

§ 187-33. Scope and Purpose.

A. Scope. The scope of this Ordinance relates to Act 172 and its intended incentives for municipal volunteers of fire companies and nonprofit emergency medical services agencies.

B. Purpose: The purpose of this Ordinance is to authorize the Borough to enact a tax credit against a Qualifying Volunteer's tax liability as a financial incentive to (1) acknowledge the value and the absence of any public cost for volunteer fire protection and nonprofit emergency services provided by active volunteers; and (2) encourage individuals to volunteer, or for former volunteers to consider rejoining as active volunteers, in a volunteer fire company or nonprofit emergency medical services agency.

§ 187-33. Qualifying Volunteer.

A. Qualifying Volunteer Criteria. To be a Qualifying Volunteer under this Ordinance, an individual must (1) be a Borough resident; and (2) served as an active volunteer, in good standing for the entire eligibility period and attained annually 75 participation points pursuant to the Bylaws of the North Penn Volunteer Fire Company, or (3) served as an active volunteer, in good standing for the entire eligibility period, as so certified under this Section, a non-profit emergency medical services agency as defined by the Bylaws of Volunteer Medical Services of Lansdale

B. Injured Active Volunteer. An active volunteer who was injured during a response to an emergency call and can no longer serve as an active volunteer because of the injury and who would otherwise be eligible for a tax credit under this Section shall be eligible for tax credits for the succeeding five tax years.

C. Eligibility List. A notarized list of eligible Qualifying Volunteers shall be submitted to the Borough Council no later than 45 days before tax notices are to be distributed, by the Chiefs of each volunteer fire company or Directors of each volunteer non-profit emergency medical service agency, as applicable.

D. Criteria Revision. The Borough Council reserves the right to revise the criteria for a Qualifying Volunteer, in whole or in part, at its sole discretion.

E. Eligibility Period. The eligibility period for 2019 shall run from January 1, 2019 to December 31, 2019. The eligibility period for 2020 and each subsequent year thereafter shall run from January 1 until November 15 of the year for which the tax credit will apply.

§ 187-34. Earned Income Tax Credit.

Each Qualifying Volunteer, as defined and certified in accordance with the provisions of this Ordinance, shall receive an earned income tax credit of up to \$600 of the earned income tax levied by the Borough per year. The credit shall be applied to that portion of the earned income tax that is payable to the Borough only and cannot exceed the Qualifying Volunteer's liability to the Borough for that earned income tax due on wages/net profits earned in that tax year.

§ 187-35. Certification of Qualifying Volunteers.

A. To receive a "Qualifying Volunteer Exemption Certificate" under this Ordinance an individual must (1) meet the Qualifying Volunteer criteria set forth above; and (2) by November 15 of each year in which an individual has served as an active volunteer, sign and submit an "Application for Qualifying Volunteer Exemption Certificate" as a Qualifying Volunteer in a volunteer fire company or volunteer non-profit emergency medical service agency as applicable.

B. Thereafter, the Chief of the volunteer fire company or Director of the emergency medical service agency, as applicable, shall review all Applications submitted, sign each application, and indicate on each application whether he/she recommends the volunteer to be certified as a Qualifying Volunteer.

C. By November 30 of the same year, the volunteer fire company or volunteer emergency medical service agencies' Chief or Director shall forward all Applications received, with all supporting documentation, to the Borough Council.

D. The Borough Council shall review the Applications and supporting documentation and shall, by motion, certify all Qualifying Volunteers on or before December 31 of each year. Only those volunteers so certified by the Borough Council shall receive the earned

income tax credit, and the credit may be utilized for any earned income taxes paid or payable to the Borough during or for the applicable calendar year only.

E. The Borough shall keep an official Tax Credit Register of all Qualifying Volunteers who were issued Qualifying Volunteer Exemption Certificates. The list of earned income tax credit recipients shall be sent to the Earned Income Tax Officer no later than December 31 of each year and the Borough Manager shall issue updates as needed of the official tax credit register to the following:

1. Borough Council;
2. Chief of the Volunteer Fire Company;
3. Director of the nonprofit emergency medical service agency; and
4. Tax Officer of the Montgomery County Earned Income Tax Collection District.;

F. If the Borough Council decides to deny a volunteer Qualifying Volunteer certification, the volunteer shall be notified in writing of the decision. The notice shall include the reason(s) for the denial as well as the volunteer's right to appeal pursuant to § 187-38. of this Ordinance.

§ 187-36. Tax Credit Claim Process.

A. Within 10 days of the Borough Council's decision certifying Qualifying Volunteers, the Borough Manager shall issue a Qualifying Volunteer Exemption Certificate to each Qualifying Volunteer, in a form acceptable to the Tax Officer appointed by the Montgomery County Tax Collection Committee to collect the earned income tax.

B. Earned Income Tax Credit Claim. A Qualifying Volunteer seeking to claim an applicable earned income tax credit shall submit the Qualifying Volunteer Exemption Certificate with the Qualifying Volunteer's annual tax return.

§ 187-37. Rejection of Tax Credit Claim.

A. The Tax Officer may reject an earned income tax credit claim if (1) the Qualifying Volunteer is not on the official tax credit register issued by the Borough Manager; or (2) does not timely provide the information required under § 187-36.B of this Ordinance.

B. Tax credit claim rejection notices from the Tax Officer shall notify the denied Volunteer in writing of the associated claim rejection. The notice shall include the reason(s) for the rejection as well as the volunteer's right to appeal pursuant to § 187-38. of this Ordinance.

§ 187-38. **Appeal.**

A. A volunteer may appeal from (1) a decision of the Borough Council denying a Qualifying Volunteer certification; or (2) a tax claim credit rejection of the Tax Officer.

B. Appeals under this section shall be submitted as a written request for binding arbitration to the Borough Manager within 10 days of the date of the Borough Council's denial decision or the rejection, whichever is applicable. Appeals from tax credit claim rejections shall include notice to the Tax Officer or Borough Manager, whichever is applicable.

C. The binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and any costs for the arbitrator and the proceeding shall be share equally by the parties.

§ 187-39. **False Reporting Penalty.**

A. Any person who knowingly makes, or conspires to make, a false Application for Certification as a Qualifying Volunteer commits a misdemeanor of the first degree punishable by a fine of \$2,500.

B. Any person who knowingly provides, or conspires to provide, a false Certification Recommendation under this Ordinance commits a misdemeanor of the first degree punishable by a fine of \$2,500.

§ 187-40. **Tax Credit Limitations.**

A. The tax credits established by this Ordinance may be used against the Qualifying Volunteer's tax liability for the current taxable year and every taxable year the individual is qualified as a Qualifying Volunteer.

B. The tax credits established by this Ordinance shall remain in effect until the Borough repeals or amends this Ordinance.

SECTION 2. Repeal and Ratification. All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Borough's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. Severability. Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 4. This Ordinance shall become effective 5 days after enactment.

ORDAINED AND ENACTED this ____ day of _____, 2019, by the Borough Council
of the Borough of North Wales.

BOROUGH COUNCIL OF THE
BOROUGH OF NORTH WALES

BY: _____
James Sando, President

ATTEST:

Christine Hart, Secretary

Borough of North Wales
BILLS LIST
August 2019

	Date	Vendor	Account	Amount
0120020 - GENERAL FUND ACCOUNT				
	08/13/2019	REPUBLIC SERVICES #320	0143365 · SOLID WASTE DISPOSAL	\$ 166.82
	08/13/2019	VERIZON S0007570	-SPLIT-	\$ 161.63
	08/13/2019	DELAWARE VALLEY HEALTH TRUST	-SPLIT-	\$ 9,068.53
	08/13/2019	TRANSUNION	0141045 · CONTRACTED SRVCS	\$ 75.00
	08/13/2019	VERIZON WIRELESS	-SPLIT-	\$ 195.42
	08/13/2019	VOYAGER FLEET SYSTEMS INC.	0141033 · GASOLINE, POLICE	\$ 1,035.73
	08/13/2019	COMMONWEALTH OF PENNSYLVANIA - NPDES	0141339 · STATE PERMIT FEES	\$ 500.00
	08/13/2019	PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM	-SPLIT-	\$ 879.18
	08/13/2019	BOROUGH OF NORTH WALES POLICE PENSIONPLAN	0121500 · POLICE PENSION CONTRIBUTIONS 01	\$ 2,476.68
	08/13/2019	PECO 32937-01304 BORO HALL	0140923 · HEATING FUEL 1409230	\$ 33.40
	08/13/2019	HOME DEPOT CREDIT SERVICES	-SPLIT-	\$ 114.35
	08/13/2019	PECO 70344-01702 BORO HALL	0140936 · ELECTRICITY 1409361	\$ 677.51
	08/13/2019	PECO 63864-01609 WALNUT SQUARE	0145436 · ELECTRICITY 1459461	\$ 34.49
	08/13/2019	PECO 66955-01103 PW GARAGE	0143361 · ELECTRICITY 1430361	\$ 95.33
	08/13/2019	PECO 79323-09073 125 N MAIN	0140936 · ELECTRICITY 1409361	\$ 89.64
	08/13/2019	PECO 63863-01003 PW GARAGE	0143023 · HEATING FUEL 1430230	\$ 29.52
	08/13/2019	UNUM LIFE INSURANCE COMPANY	0148620 · LTD/STD/LIFE	\$ 608.34
	08/13/2019	PECO 02951-60039 HESS PARK	0145436 · ELECTRICITY 1459461	\$ 32.22
	08/13/2019	U. S. BANK EQUIPMENT FINANCE	0140637 · REPAIRS/MAINTENANCE	\$ 311.06
	08/13/2019	CARDMEMBER SERVICE	-SPLIT-	\$ 2,292.79
	08/27/2019	METRO ELEVATOR CO.	0140937 · REPAIRS/MAINTENANCE SERVICES	\$ 106.61
	08/27/2019	DAVIDHEISER'S INC.	0141031 · PROFESSIONAL SERVICES, POLICE	\$ 45.00
	08/27/2019	NWWA	0143375 · VEHICLE MAINT/REPAIRS 1430375	\$ 136.45
	08/27/2019	THE PARTNERSHIP TMA	0140142 · DUES, SUBSCRIPTIONS.	\$ 334.20
	08/27/2019	KELLNER'S LAWN & LEISURE	0143374 · EQUIPMENT REPAIRS	\$ 251.78
	08/27/2019	ALLEY AUTOMOTIVE	0141037 · VEHICLE MAINT/REPAIRS	\$ 63.00
	08/27/2019	BOUCHER & JAMES INC.	0141313 · INSPECTION- CONTRACTED SERVICES	\$ 1,072.68
	08/27/2019	LANSDALE POLICE DEPT	0141045 · CONTRACTED SRVCS	\$ 150.00
	08/27/2019	BERGEY'S	0141037 · VEHICLE MAINT/REPAIRS	\$ 116.42
	08/27/2019	21st CENTURY MEDIA - PHILLY CLUSTER	0140634 · ADVERTISING	\$ 502.66
	08/27/2019	COMMONWEALTH PRECAST INC.	0143937 · CONSTRUCTION REPAIRS/MAINT	\$ 360.00
	08/27/2019	UNIFORM GEAR, INC	0141028 · UNIFORMS, POLICE	\$ 1,151.22
	08/27/2019	UNIFORM GEAR, INC	0141028 · UNIFORMS, POLICE	\$ 99.99
	08/27/2019	UNIFORM GEAR, INC	0141028 · UNIFORMS, POLICE	\$ 75.98

Borough of North Wales
BILLS LIST
August 2019

Date	Vendor	Account	Amount
08/27/2019	UNIFORM GEAR, INC	0141028 · UNIFORMS, POLICE	\$ 75.98
08/27/2019	UNIFORM GEAR, INC	0141028 · UNIFORMS, POLICE	\$ 88.31
08/27/2019	WITMER PUBLIC SAFETY GROUP INC.	0141026 · MINOR EQUIPMENT, POLICE	\$ 685.55
08/27/2019	WITMER PUBLIC SAFETY GROUP INC.	0141026 · MINOR EQUIPMENT, POLICE	\$ 1,399.16
08/27/2019	RUBIN GLICKMAN STEINBERG & GIFFORD	0140431 · SOLICITOR	\$ 3,000.00
08/27/2019	SIANA BELLWOAR & MCANDREW LLP	0140431 · SOLICITOR	\$ 763.10
08/27/2019	PA ONE CALL SYSTEM INC.	0143321 · COMMUNICATIONS - PHONE 143	\$ 15.54
08/27/2019	ALLEY AUTOMOTIVE	0141037 · VEHICLE MAINT/REPAIRS	\$ 718.50
08/27/2019	OFFICE BASICS	0143020 · SUPPLIES 1430200	\$ 117.50
08/27/2019	NWWA	0143024 · DIESEL	\$ 196.88
08/27/2019	NWWA	0140222 · OPERATING EXPENSE	\$ 25.90
08/27/2019	RUBIN GLICKMAN STEINBERG & GIFFORD	-SPLIT-	\$ 135.00
08/27/2019	RUBIN GLICKMAN STEINBERG & GIFFORD	-SPLIT-	\$ 45.00
08/27/2019	FISHERS ACE HARDWARE & RENTAL	0143260 · SUPPLIES - SMALL TOOLS	\$ 29.17
08/27/2019	OFFICE BASICS	0141021 · OFFICE SUPPLIES, POLICE	\$ 44.27
08/27/2019	MAGIC SHINE CAR WASH	0141045 · CONTRACTED SRVICS	\$ 32.00
08/27/2019	CHRISTINE HART	-SPLIT-	\$ 49.95
08/27/2019	NWWA	0141037 · VEHICLE MAINT/REPAIRS	\$ 93.11
08/27/2019	BOUCHER & JAMES INC.	0140831 · ENGINEER 1408313	\$ 508.00
08/27/2019	BOUCHER & JAMES INC.	-SPLIT-	\$ 304.40
08/27/2019	BOUCHER & JAMES INC.	-SPLIT-	\$ 984.00
08/27/2019	MIKE COCCIO	0143020 · SUPPLIES 1430200	\$ 24.82
08/27/2019	MONTGOMERY COUNTY TREASURER	0140146 · MEETINGS	\$ 90.00
08/27/2019	MONTGOMERY COUNTY CONSORTIUM	0140142 · DUES, SUBSCRIPTIONS.	\$ 250.00
08/27/2019	SOSMETAL PRODUCTS INC	0143260 · SUPPLIES - SMALL TOOLS	\$ 135.55
08/27/2019	ASSOCIATED IMAGING	-SPLIT-	\$ 5.88
08/27/2019	ASSOCIATED IMAGING	0141024 · OPERATING EXP, POLICE	\$ 25.00
08/27/2019	ASSOCIATED IMAGING	0140222 · OPERATING EXPENSE	\$ 9.20
08/27/2019	BRILLIANT GRAPHICS	-SPLIT-	\$ 728.78
08/27/2019	REPUBLIC SERVICES #320	0143365 · SOLID WASTE DISPOSAL	\$ 106.71
08/27/2019	WILSON'S HARDWARE	0141045 · CONTRACTED SRVICS	\$ 185.00
08/27/2019	WITMER PUBLIC SAFETY GROUP INC.	0141026 · MINOR EQUIPMENT, POLICE	\$ 743.14
08/27/2019	RICHARD HAGY	0140922 · OPERATING EXP	\$ 120.00
08/27/2019	PITNEY BOWES - POSTAGE	0140635 · POSTAGE 1406325	\$ 200.00
08/27/2019	METRO ELEVATOR CO.	0140937 · REPAIRS/MAINTENANCE SERVICES	\$ 106.61

Borough of North Wales
BILLS LIST
August 2019

	Date	Vendor	Account	Amount
	08/27/2019	UNUM LIFE INSURANCE COMPANY	0148620 · LTD/STD/LIFE	\$ 537.02
	08/27/2019	WITMER PUBLIC SAFETY GROUP INC.	0141026 · MINOR EQUIPMENT, POLICE	\$ 153.90
	08/27/2019	WITMER PUBLIC SAFETY GROUP INC.	0141026 · MINOR EQUIPMENT, POLICE	\$ 153.90
	08/27/2019	WITMER PUBLIC SAFETY GROUP INC.	0141026 · MINOR EQUIPMENT, POLICE	\$ 314.76
	08/27/2019	FENCE CITY	0145445 · CONTRACTED SERVICES 14	\$ 6,152.00
				<u>\$ 42,697.22</u>
0220020 · STREET LIGHT ACCOUNT				
	08/27/2019	PECO 67276-01407 STREET LIGHTS	-SPLIT-	\$ 1,991.05
	08/27/2019	VALLEY POWER INC.	-SPLIT-	\$ 250.49
				<u>\$ 2,241.54</u>
1920020 · WEINGARTNER ACCOUNT				
	08/13/2019	PECO 79540-01509 WEINGARTNER	1945436 · ELECTRICITY 1945436	\$ 32.77
				<u>\$ 32.77</u>
3020020 · CAPTIAL IMPROVEMENT				
	08/27/2019	MCMAHON ASSOCIATES INC.	-SPLIT-	\$ 1,718.96
	08/27/2019	MARINO CORPORATION	-SPLIT-	\$ 7,332.62
				<u>\$ 9,051.58</u>
3520020 · LIQUID FUELS ACCOUNT				
	08/13/2019	KENCO HYDRAULICS INC.	3543835 · VEHICLE MAINTENANCE	\$ 136.50
	08/13/2019	PECO 82667-00208 RED LIGHT	3543336 · ELECTRICITY/SIGNAL	\$ 12.47
	08/27/2019	GRAN TURK EQUIPMENT CO.	3543835 · VEHICLE MAINTENANCE	\$ 447.00
				<u>\$ 595.97</u>
4120020 · RECYCLING ACCOUNT				
	08/27/2019	SWANK MOTION PICTURES INC	-SPLIT-	\$ 435.00
	08/27/2019	SWANK MOTION PICTURES INC	-SPLIT-	\$ 435.00
	08/27/2019	STRAUB TREE EXPERTS	-SPLIT-	\$ 695.00
	08/27/2019	STRAUB TREE EXPERTS	-SPLIT-	\$ 10,500.00
				<u>\$ 12,065.00</u>
4220020 · HISTORY ACCOUNT				
	08/27/2019	DISPLAY & SIGN CENTER INC.	-SPLIT-	\$ 105.00
				<u>\$ 105.00</u>
			GRAND TOTAL	<u><u>\$ 66,789.08</u></u>

NOTICE OF PUBLIC HEARING

The North Wales Borough Zoning Hearing Board will hold a meeting on September 3, 2019 at 7:00 P.M. at the Borough Administration Building, 300 School Street, North Wales Borough, PA 19454, to hear and take testimony on the following application:

Z-19-01 – KKR Properties, LLC–The property is located at 690 E. Walnut St., North Wales, PA and is located in the TOD-Transit Oriented Development District. The parcel ID# of the property is 14-00-04500-01-3. The property contains a one-story retail building and applicant proposes to construct a second story for 6 residential apartment units. Applicant is requesting: a variance from Section 208-103.C(1)(b), Lot Width, and Section 208-8, definition of Lot Width, to recognize the asserted non-conformity where the lot width is reflected at its narrowest point as approximately 48 feet or, in the alternative a variance from the required lot width. The lot width for a mixed use building is 25 feet and for an apartment building is 60 feet; a variance from Section 208-105.C(4)(a), Public walkways, for relief concerning the improvement of sidewalks along East Walnut Street and from the installation of sidewalk on the North Sixth Street frontage; and a variance from Section 208-105.E(1), Street/Shade Trees, from the requirement for the placement of street trees along the public right of ways.

All residents of North Wales Borough interested in the above application may appear and be heard. If you are a person with a disability and wish to attend the hearing scheduled for this date and require an auxiliary aid, service or other accommodation to participate in the proceedings, please contact the Borough at (215) 699-4424 to discuss how North Wales Borough may best accommodate your needs.

Zoning Hearing Board of North Wales Borough

By: Alan R. Guzzardo, Zoning Officer
300 School Street
North Wales, PA 19454
215-699-4424, ext. 115

Advertisement: August 16 and 23, 2019 – The Reporter

Boards & Commissions Vacancies

- Historical Architectural Review Board – Term Expires: 12/31/2023 ***Must be a licensed real estate broker.**
- Parks & Recreation Board – Term Expires: 12/31/2019
- Parks & Recreation Board – Term Expires: 12/31/2020
- Shade Tree Commission – Term Expires: 12/31/2019
- Zoning Hearing Board – Term Expires: 12/31/2023

Please submit a letter of interest for any one or more of the above listed openings, addressed to the North Wales Borough Council in care of the Borough Manager. Letters can be submitted electronically to chart@northwalesborough.org.

FALL 2019 NPAA CLASSES @ TREGO

DRAWING WITH CONFIDENCE FOR TEENS AGES 12 & UP

Instructor: Carolyn Niesley

Monday 4-6pm, 6 sessions

Sept 16 - Oct. 21

Cost: \$118 includes basic supplies

Description: Improve your drawing skills at your own pace. Individual instruction geared to your interests. Sketching, comparative measuring to increase precision, perspective and how to add three dimensional values will be discussed and demonstrated. Draw from life to make drawings from your imagination look real. Draw plants, people & animals. Different drawing mediums will be explored.

BEGINNERS/ INTERMEDIATE WATERCOLOR

Instructor: Barbara Moss Buscher

Tuesday 1-3pm, 8 sessions

Sept. 24-Nov.19 (no class 11/5)

Cost: \$125

Description: Learn color theory and composition basics. Exercises utilizing your own photos, still life, and your imagination, will be explored using various color harmonies and painting techniques. Supplies to be discussed in first class. Returning students will continue their journey with watercolor by experimenting with various techniques and subject matter. Please bring a notebook and pencil to class.

PAINT PARTY PAINTING

Instructor: Vicky McGarry

1 session

Thursday Oct.8, 2019

6:30-9:00pm

Cost: \$30 (plus \$10 supply fee payable to instructor)

Description: Seasonal Painting Fun, "Country Pumpkins", an original painting by Vicky will be recreated in step-by-step instruction. Go home with a finished painting!

Please send checks to: North Penn Arts Alliance

P O BOX 947

LANSDALE, PA 19446

Please indicate which class you are enrolling in on your check.

Join us for our...



EMERGENCY RELIEF



DONATION DRIVE



Senator Maria Collett's office is partnering with Keystone Opportunity Center to collect essential items for community members who relied on the recently-eliminated General Assistance Program. Please consider donating!

WE ARE COLLECTING...

School Supplies

- Backpacks
- Pens / Pencils
- Highlighters
- Notebooks
- And other supplies

Household Items

- Toilet Paper
- Paper Towels
- Laundry Detergent
- Ziploc Bags
- And more



**MONDAY AUGUST 12 -
MONDAY SEPTEMBER 2**



Donations are welcome Monday through Friday between 9am and 4:30pm
at Senator Collett's district offices:

Gwynedd Corporate Center
1180 Welsh Rd, Suite 130
North Wales, PA 19454
Phone: 215-368-1429



1410 W Street Rd.
Suite A
Warminster, PA 18974
Phone: 215-674-1246



Wings N' Wheels

Saturday, September 7th

11:00 AM to 4:00 PM

Wings Field (KLOM)

1501 Narcissa Road - Blue Bell, PA 19422



Unique Aircraft

Music

Classic Cars

Children's Activities

Food

Scenic Plane Rides

\$10 for Adults & \$5 for Kids

All proceeds benefit Angel Flight East's mission of providing free flights to patients in need of medical treatment far from home.



www.angelflighteast.org

215-358-1900





GRAND *September 14th* **1:00 PM PARADE**

The grand finale of our Celebrate North Wales events is the 150th Anniversary Parade on September 14, 2019. The Parade will begin at 1 PM and march down Main Street.

Featured participants include the world famous Philadelphia Mummers Ferko String Band, Reilly Raiders Drum and Bugle Corps, and the Mackay Pipe Band. The parade will also include horses, decorated floats, classic/antique cars, military reenactors and more.

*Register to enter @ **NORTHWALES150.ORG***

THANK YOU TO OUR SPONSORS





NORTH WALES BOROUGH 150TH ANNIVERSARY PARADE

SEPTEMBER 14, 2019

PARADE REGISTRATION INFORMATION

The North Wales 150th Anniversary Events Committee is pleased to announce an anniversary parade to be held on Saturday, September 14, 2019. The event will start at 1:00 pm. The parade will proceed rain or shine.

The route will start on East Prospect Avenue and proceed to Main Street, where it will continue for an enjoyable $\frac{3}{4}$ mile march, all downhill.

The parade will not be a judged event; however, a Review Stand will be located on Main Street and Shearer Street. At this point each group will be announced as they are passing by.

Information on parade day sign in, marshalling sign in, and step off time will be emailed to you the week prior to the event.

REGISTRATION DEADLINE IS AUGUST 29, 2019!
Please email questions to northwalesparade@gmail.com
or call Robert Vincent 215-661-9611

PARADE PARTICIPANTS RULES AND REGULATIONS

The North Wales 150th Anniversary Parade is a unique opportunity to participate in a community event, as citizens, visitors and parade contributors. Enjoy floats, marching bands and community associations as they show their spirit with the theme "Celebrate North Wales, 150 Years!"

Staging begins at 12 noon and the parade begins at 1:00 pm.

1. Alcohol onboard any participating vehicle or float or in possession of any participant is strictly prohibited. Any violation of this policy will result in immediate ejection from parade and any legal ramifications deemed appropriate by law enforcement personnel.
2. No swerving of floats or motorized vehicles. Stay in center of the parade route.
3. Riders on floats or vehicles cannot get on and off during the parade at any time, nor can floats or vehicles be stopped along the route.
4. Walkers alongside vehicles must walk at least 10 feet from the side of the vehicle.
5. Use of fire or open flames is not allowed.
6. No water spraying is allowed.
7. All wheels of motorized vehicles must keep in contact with the ground at all times. Anyone doing wheelies will be pulled from the parade immediately.
8. No one will be allowed to ride on the hood or roof of any vehicle.
9. No political campaigning is allowed on entries in the parade.

10. This will not be a judged event.
11. For the safety of parade spectators, participants walking alongside of their entry may distribute items. When distributing candy, we encourage candy throwers to walk alongside their parade entry to ensure that children do not get underfoot of moving vehicles when fetching candy.
12. Walking participants should be at least 6 years old or accompanied by an adult and be able to walk 1 mile.
13. No unauthorized entry will be allowed on the parade route.
14. Parade officials walking along the parade route will assist entries to maintain proper spacing. Entries are required to follow directions given by these officials. Entries that fail to follow this rule may be removed from the parade.
15. Participating animals must be noted on registration form. Participating animals must be on a lead of some type and under handler's control at all times. Animal deemed out of handler's control at any time by parade officials will be removed from parade route.
16. Animal owners/handlers are responsible for harm done by their animal to any participants and/or spectators in or at the parade.
17. Any animal group participating in the parade must have a clean-up crew to remove animal waste.
18. All participants will conduct themselves and operate their vehicles in a safe manner at all times. Parade participants must comply with all parade rules and instruction given to them by parade officials. Failure to comply with parade rules will result in the entry being immediately removed from the parade.
19. All traffic laws set forth in Pennsylvania are still applicable during the parade including those regarding, but not limited to, driver's license, insurance, and seat belt requirements.
20. The North Wales 150th Anniversary Committee retains the right to change these rules at any time deemed necessary to conform to the intent and guidelines set forth.
21. Entry applications will not be accepted when the 150th Anniversary Committee determines an entry to be controversial, unlawful, or inconsistent with the standards and the purposes of the 150th Anniversary Parade.
22. At any time after acceptance an entry may not be allowed to participate in the parade if it deviates from the original application or violates any parade rule.
23. As a condition of participation, participants agree that the North Wales 150th Anniversary Committee does not assume responsibility for any injury or harm and agrees to indemnify the North Wales 150th Anniversary Committee, its officers, volunteers and agents from all claims, liabilities, damages and losses arising, directly or indirectly, out of participants involvement in the parade.



NORTH WALES BOROUGH 150TH ANNIVERSARY PARADE

SEPTEMBER 14, 2019

PARADE REGISTRATION FORM

Please read the Rules and Regulation Form. Complete this Parade Registration Form and the Participant Liability Waiver Agreement Form.

Email the completed forms to northwalesparade@gmail.com ,
or mail the form to Robert Vincent, 310 Pennsylvania Ave, North Wales, PA 19454.

Organization:
Address:

Contact Name:
Phone:
Email Address:

Parade Day Contact Name:
Parade Day Contact Cell:

It is important that we know the type of Vehicle(s) you are entering in the parade so that adequate space can be provided.

☐ Equestrian: Clean-up crew must be provided for horses.

Number of horses:
Number of walkers:
Number of vehicles:

☐ Marching Bands:

Number of band members:
Number of walkers:
Number of vehicles:

Organizational Groups:

☐ Talent ☐ Youth ☐ Scout ☐ Sports ☐ Veterans

Number of members:
Number of walkers:
Number of animals:
Number of vehicles:

Vehicles:

☐ Large/Full size pick-up truck.... ☐ With Float attached
☐ Small size pick-up truck..... ☐ With Float attached
☐ Tractor..... ☐ Trailer/Flatbed
☐ Antique Vehicles..... Type of Vehicle:

Number of members:
Number of walkers:

☐Emergency Services:

Number of vehicles:

Total linear size:

Please let us know additional information that may helpful for parade day:

PARTICIPANT LIABILITY WAIVER AGREEMENT

In consideration of your accepting my entry, and as a condition of being a participant of the parade, I agree on behalf of myself, my child and all participants of my entry, my heirs, executors and administrators, to assume full responsibility for my conduct and the conduct and activities of our entry and to indemnify and hold North Wales Borough and the 150th Anniversary Committee harmless from any waiver and release any and all rights and claims for damages I, my child, or entry participants may have against North Wales Borough, its 150th Anniversary Committee Officers or members, successors and assigns for any and all injuries suffered by myself or my child or entry participants which may result from our participation in this activity. I have read in its entirety the rules and regulations for participating in the North Wales 150th Anniversary Parade and agree to accept full responsibility for the compliance of the entry and all participants associated therewith, and for any liability inherent with this entry's participant in the North Wales 150th Anniversary Parade. I understand that if I fail to comply with all the guidelines and rules for participation that my entry will be removed from the parade lineup.

We hereby irrevocably grant North Wales Borough and its 150th Anniversary Committee the exclusive right to use in any media our name, likeness, photos or reproductions of our performance for any purpose, including, but not limited to, advertising and such other actions.

Name of group or participant:

Authorized Representative:

Print name:

Signature:

Date:

Email or mail the completed Parade Registration Form and
Participant Liability Waiver Agreement Form to
northwalesparade@gmail.com ,

or mail the form to Robert Vincent, 310 Pennsylvania Ave, North Wales, PA 19454.

REGISTRATION DEADLINE IS AUGUST 29, 2019!
Please email questions to northwalesparade@gmail.com



Learn about Uncle Sam and Rosie the Riveter

Professional re-enactors are coming for a visit in September for our Grand Parade and have offered to do a 30-minute program. They will provide a brief summary of U.S. wars, from the Revolution up to World War II and when these iconic characters became a part of World War II.

Tuesday, September 17, 2019 at 7 pm at North Wales Borough Hall

Refreshments will be served

Please visit our "Walls of History" museum upstairs while you're there!

NORTH WALES COMMUNITY SATURDAY SEPT 28TH DAY



FEATURING

LIVE MUSIC - FOOD TRUCKS - BEER GARDEN

VENDORS

**JEWELRY, ART
HANDMADE WARES**

FREE KID ZONE

**INFLATABLES
PETTING ZOO**

11:00AM - 5:00PM

KID ZONE WILL BE OPEN TIL' 3:00PM

**DOWNTOWN NORTH WALES
[FACEBOOK.COM/NORTHWALESCOMMUNITYDAY](https://www.facebook.com/northwalescommunityday)**



6th Annual
Community Day of Service
Saturday, October 5, 2019
9 am – 1 pm

We Need Your Help to Help Others

Identify Projects: Do you have a neighbor, family member, or friend in the greater North Wales/Gwynedd area who could use a little extra help with a home repair/improvement project, yard/garden cleanup, or other task?

Join friends and neighbors on October 5th: We tackle and complete small projects working in a team environment to help those in need; e.g., homebound elderly, those that are ill or facing financial difficulty, community-based tasks.

**To suggest a project or volunteer your time or resources,
please contact Mark Baker at 215-767-9694 or
email us at NWDayofService@gmail.com**

