



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, September 10, 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. Consideration: Advertisement of Human Relations Ordinance

3. Consideration: Escrow Release No. 3 - 432 Shearer Street

4. Consideration: Resignation of Neil McDevitt from Parks & Recreation Board

5. Consideration: PennDOT 5-Year Snow & Ice Winter Agreement

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

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

Adjournment

Mayor's Office Hours

2nd & 4th Tuesdays 2:00 - 4:00 PM
2nd & 4th 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.

**NORTH WALES BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. _____

AN ORDINANCE OF THE NORTH WALES BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA ENACTING A HUMAN RELATIONS ORDINANCE FOR THE NORTH WALES BOROUGH; DEFINING TERMS; ESTABLISHING THE NORTH WALES BOROUGH HUMAN RELATIONS COMMISSION; PROVIDING FOR THE FILING OF COMPLAINTS; PROVIDING FOR THE HUMAN RELATIONS COMMISSION'S REVIEW PROCEDURES; AND PROVIDING FOR MEDIATION OF DISPUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the public policy of the United States of America, and the Commonwealth of Pennsylvania is grounded in the concept that all individuals are entitled to equality and equal protection under law, United States Constitution, Amendment 14; Constitution of the Commonwealth of Pennsylvania, Article I, §§ 26, 28; and

WHEREAS, The Borough Council of North Wales finds that the population of the Borough is reflective of the general population of the United States, in that it consists of a diverse array of persons representing different characteristics based upon actual or perceived race, color, age, religious creed, ancestry, sex, national origin, political affiliation, handicap or use of guide or support animals because of blindness, deafness, hard of hearing, or physical handicap of the user, or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression.

WHEREAS, the Borough prides itself on the diversity of its citizens and residents, and the harmonious relations which have been fostered in the Borough by a widely practiced and recognized attitude of respect among all citizens of North Wales Borough; and

WHEREAS, The Borough Council finds that the direct and secondary negative effects of discrimination and discriminatory practices involving the personal characteristics described above in matters of employment, housing, commercial property and public accommodation are well documented nationally; and

WHEREAS, the practice or policy of engaging in discrimination or discriminatory practices against any individual or group, because of actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression is a matter of highest public concern, and constitutes a paramount threat to the rights, privileges, peace and good order of the citizens of North Wales Borough and to guests and

visitors of North Wales Borough, that undermines the basic tenets of our freedom as citizens of the United States, and is utterly without place in this Borough, which has a storied tradition of fiercely defending the individual rights of its citizens; and

WHEREAS, The North Wales Borough Council desires to establish and adopt an official policy of non-discrimination in the North Wales Borough, in all matters involving employment, housing and commercial property, and public accommodation;

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED, by the Council that the following Human Relations Ordinance be enacted:

SECTION 1: Amendment of the Borough Code to add a new Chapter 43 (“Human Relations”) which shall read as follows:

CHAPTER 43

§ 43-1. **Short Title.**

This Ordinance shall be known as the “North Wales Borough Human Relations Ordinance.”

§ 43-2. **Purpose and Declaration of Policy.**

A. The North Wales Borough finds that it is of high public importance to adopt appropriate legislation to insure that all persons, regardless of actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap, use of guide or support animals because of blindness, deafness or physical handicap of the user or the user is a handler or trainer of support or guide animals, or sexual orientation, gender identity or gender expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing and public accommodation.

B. The Borough Council of the Borough of North Wales hereby declares it to be the public policy of the Borough to foster equality and equal opportunity for all citizens, regardless of actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual’s sexual orientation, gender identity or gender expression in all matters effecting employment, housing and commercial property and public accommodation, and to safeguard the right of all persons to remain free of discrimination or discriminatory practices in any of the foregoing aspects of their lives.

C. Nothing in this Ordinance shall be construed as supporting, endorsing or advocating any particular doctrine, point of view, or religious belief. On the contrary, it is the express purpose and intent of this Ordinance that all persons be treated fairly and equally, and that all persons in the North Wales Borough shall be guaranteed fair and equal treatment under law.

D. This Ordinance shall be deemed an exercise of the police power of North Wales Borough, as provided under the Pennsylvania Borough Code, for the protection of the public welfare, prosperity, health and peace of the community of North Wales Borough.

§ 43-3. **Definitions.**

The following words and phrases, when appearing in this Ordinance, shall have the meanings given to them under this Section:

BOROUGH: The North Wales Borough, Montgomery County, Pennsylvania.

BOROUGH COUNCIL: The elected Borough Council of the North Wales Borough, Montgomery County.

DISCRIMINATION: Any discriminatory act(s) taken by any person, employer, entity, employment agency, or labor organization, with respect to or involving a transaction related to employment, public accommodations, publicly offered commercial property, or housing accommodations on the basis of a person's actual or perceived race, color, age, religious creed, ancestry, sex, national origin, political affiliation, handicap or use of guide or support animals because of blindness, deafness, hard of hearing, or physical handicap of the user or because the user is a handler or trainer of support or guide animals, or because of an individual's sexual orientation, gender identity or gender expression.

DISCRIMINATORY ACTS: All acts or actions defined in the Pennsylvania Human Relations Act as unlawful discriminatory practices as related to employment, public accommodations, publicly offered commercial property, or housing accommodations on the basis of a person's actual or perceived race, color, age, religious creed, ancestry, sex, national origin, handicap or use of guide or support animals because of blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals; or, though not set forth in the Pennsylvania Human Relations Act, because of an individual's sexual orientation, gender identity or gender expression.

EMPLOYMENT: The opportunity for an individual to obtain employment for which the individual is qualified.

PUBLIC ACCOMMODATION: The opportunity for an individual to access food, beverages or lodging, resort or amusement which is open to, accepts or solicits the patronage of the general public, but shall not include any accommodations which are in their nature distinctly private.

COMMERCIAL PROPERTY OR HOUSING: The opportunity for an individual to obtain any commercial property or housing accommodation for which the individual is qualified.

GENDER IDENTITY OR EXPRESSION: Self-perception, or perception by others, as male or female, including an individual's appearance, behavior, or physical characteristics, that may be in

accord with, or opposed to, one's physical anatomy, chromosomal sex, or assigned sex at birth, and shall include, but is not limited to, persons who are undergoing or who have completed sex reassignment, are transgender or gender variant.

EMPLOYEE: Does not include any individuals who, as a part of their employment, reside in the personal residence of the employer.

EMPLOYER: The term "employer" includes the Borough, its departments, boards, and commissions, and any other governmental agency or school district thereof, and any person employing one or more persons within the Borough, but except as hereinafter provided, does not include religious fraternal, charitable or sectarian corporations or associations, except such corporations or associations supported, in whole or in part, by governmental appropriations.

ORDINANCE: This Ordinance, which shall be referred to as the "North Wales Borough Human Relations Ordinance."

PERSON: Any natural person, fraternal, civic or other membership organization, corporation, general or limited partnership, proprietorship, limited liability company, or similar business organization, including the Borough, its departments, boards and commissions, and any other for-profit and nonprofit organization.

SEXUAL ORIENTATION: Actual or perceived homosexuality, heterosexuality, asexuality, intersexuality and/or bisexuality.

Any terms of this Ordinance not expressly defined herein shall be construed in a manner consistent with the Pennsylvania Human Relations Act.

§ 43-4. **Unlawful Practices.**

A. Discrimination in employment, housing and commercial property, or any public accommodation is prohibited under this Ordinance.

B. Retaliation against any individual because such person has opposed any practice forbidden by this Ordinance, or because such person has made a charge, testified, or assisted in any manner in any investigation or proceeding under this Ordinance is prohibited under this Ordinance.

C. Aiding, abetting, inciting, compelling, or coercing the doing of any act declared by this Ordinance to be an unlawful practice, or obstructing or preventing any person from complying with the provisions of this Ordinance is prohibited under this Ordinance.

§ 43-5. **Exceptions.**

Nothing in this ordinance shall bar any religious or denominational institution or organization or any charitable or educational organization which is operated, supervised or controlled by or in connection with any religious organization or any bona fide private or fraternal organization from giving preference to persons of the same religion or denomination or to members of such private or fraternal organization from making such selection as is calculated by such organization to promote the religious principles or the aims, purposes or fraternal principles for which it is established or maintained. Nor shall it apply to rental of rooms in a landlord-occupied rooming house with a common entrance, nor with respect to discrimination based on sex, the advertising, the rental or leasing of housing accommodations in a single-sex dormitory or rooms in one's personal residence in which common living areas are shared.

§ 43-6. **Establishment of Human Relations Commission.**

Pursuant to the authority set forth under § 962.1 of the Pennsylvania Human Relations Act, 43 P.S. § 962.1, there is hereby established a Human Relations Commission for the Borough of Lansdale, which shall be known as the "North Wales Borough Human Relations Commission" (the "Commission").

A. The Commission shall consist of five (5) members, who shall be appointed to terms of three (3) years by Borough Council. The terms of the members of the Commission shall be staggered, such that the terms of no more than two (2) members of the Commission shall expire each year. All members of the Commission shall be residents or business owners of the North Wales Borough, cannot be an elected or appointed official of North Wales Borough, and shall serve without compensation. The initial terms of the members of the Commission shall be: Two (2) members: 3 years; Two (2) members: 2 years; One (1) member: 1 year.

B. The Chairperson of the Commission will designate one member as needed to receive complaints and conduct an intake meeting with the complainant. The member charged with this duty shall not participate in any mediations involving parties to the complaint for which they handled the intake.

C. The Commission shall, annually, designate one member to serve as Chairperson of the Commission. The Chairperson shall be responsible for coordinating the activities, meetings, and operations of the Commission, as set forth under this Ordinance. The Chairperson shall also report, from time to time, to Borough Council regarding the activities of the Commission.

D. Members of the Commission shall, as soon after their appointment as practical, attend such training and education seminars or sessions as deemed necessary to acquaint themselves with the functioning of the Commission under this Ordinance, as well as the terms, conditions and provisions of the Pennsylvania Human Relations Act, and the operation of the Pennsylvania Human Relations Commission. Such training and education shall be as directed by the Chairperson and shall be performed in conjunction with the state Human Relations Commission. Members of the Commission must be trained prior to hearing any complaint under this Ordinance.

E. The Commission shall have all of those powers necessary to execute the duties set forth under this Ordinance, provided that such powers shall not exceed those exercised by the Pennsylvania Human Relations Commission under the Pennsylvania Human Relations Act.

F. The Commission shall operate within the scope of funds which may be allocated, on an annual basis by Borough Council and shall not exceed the annual allocation in any year, except upon prior approval by Borough Council. In adopting this Ordinance, Borough Council hereby expresses its intention that the operation of the Commission under this Ordinance shall be supported by volunteers, unpaid staff, and volunteer efforts and shall be as close to “zero-cost” to the Borough as reasonably feasible.

§ 43-7. **Complaint and Procedures for filing Complaints.**

A. Complaints. Any person claiming to be aggrieved by a practice which is made unlawful under this Ordinance may make, sign, and file a verified complaint, as provided under paragraph 2(a) of Section VII of this Ordinance, alleging violations of this Ordinance. Such complaint shall, at a minimum, contain the following information:

1. The name, telephone number, mailing address and email (if applicable) of the aggrieved person(s);
2. The name, telephone number, mailing address and email (if applicable) of the person(s) alleged to have committed the prohibited practice;
3. A concise statement of the facts, including pertinent dates, time, locations, people, and acts involved constituting the alleged discriminatory practice;
4. Such other information as may be required by the Commission.

B. Procedure.

1. Complaints may be filed in person at the office of the Borough Manager, or by mailing such complaints to the Borough offices, to the attention of the Borough Manager or the member of the Commission designated to handle intake. All such complaints must be received by the Borough within one hundred eighty (180) days of the occurrence of the last act giving rise to the complaint or such complaint shall be dismissed as untimely.

2. The Borough Manager shall transmit all complaints received to the Chairperson of the Commission, or the member of the Commission designated to handle intake, not later than ten (10) Business days of receipt of the complaint. The Borough Manager shall conspicuously mark the face of the complaint with the date the document was first received in the Borough offices.

3. The Commission may promulgate forms for use by persons wishing to file a complaint, however, complaints which are prepared without the use of an approved form shall be deemed acceptable under this Ordinance, so long as the facts set forth under paragraph “1” of this Section can be clearly determined from the document submitted as a complaint.

4. The Commission may provide for a process by which persons seeking to file a complaint may consult with a volunteer affiliated with the Commission who is trained to assist the prospective complainant in discerning the facts relevant to the prospective complaint. Such process shall also include referral of additional information to the prospective complainant concerning the content of this Ordinance, the content of the Pennsylvania Human Relations Act, and the availability of the Pennsylvania Human Relations Commission as an additional venue within which the prospective complainant may seek redress when possible.

C. Notifications and Answer. Within thirty (30) days of receipt of a complaint, the Commission shall:

1. Send a copy of the complaint to the person(s) charged with a discriminatory act or practice under this Ordinance (the “respondent”), together with a copy of this Ordinance.

2. Send a notice to the complainant, informing them that the complaint has been accepted and processed by the Commission. If the complaint alleges discrimination on a basis proscribed under federal or state law, the Notice shall also inform the complainant of their right to file a complaint with the Pennsylvania Human Relations Commission or the federal Equal Employment Opportunity Commission as well as the U.S. Department of Housing and Urban Development, where applicable.

3. The Commission shall notify the Pennsylvania Human Relations Commission of the filing of any complaint that may be deemed to be within the jurisdiction of that Commission, as required under the Human Relations Act.

4. The Commission shall also include a notice to both the complainant and the respondent(s) of their option to elect to proceed to voluntary mediation in order to resolve the matters giving rise to the complaint.

5. The respondent(s) shall file a written verified answer to the complaint within thirty (30) days of service of the complaint. An answer shall be filed in the same manner as a complaint.

D. Procedure following Notification and Answer.

1. Within thirty (30) days of receipt of an answer to a complaint, or, where no answer is filed, within sixty (60) days of service of the complaint upon the respondent(s), the Commission shall proceed in accordance with the following options:

(a) In the event that both parties have consented to mediation, then the Commission shall refer the matter to a recognized alternative dispute resolution service, which same service may be provided through Montgomery County, the Montgomery Bar Association, or any other professional mediation service provider, or may refer the matter to a licensed member of the Pennsylvania bar, who may be willing to perform service to the Commission as a volunteer mediator. Any costs or expenses which may be associated with the mediation shall be the responsibility of the parties. The parties shall jointly select the mediator; however, the Commission shall retain the authority to act as the mediator in the event the parties have agreed to mediation but cannot jointly agree on a mediator. Mediation sessions conducted by the Commission may proceed with a minimum of two eligible Commission Members. Mediation sessions shall remain private and not otherwise subject to public attendance.

(b) When mediation has resulted in an amicable resolution of the complaint and the complaint is resolved, the Commission shall notify the parties that the complaint has been dismissed and shall record the result of the mediation in the Notice of dismissal.

2. In the event the complaint has not been resolved through mediation, the parties are entitled to proceed to the Court of Common Pleas in Montgomery County and/or the Pennsylvania Human Relations Commission if appropriate.

§ 43-8. **Non-limitation of Remedies.**

Nothing contained in this Ordinance shall be deemed to limit the right of an aggrieved person to recover under any other applicable law or legal theory.

§ 43-9. **Multiple Filings.**

This Ordinance shall not apply to matters which are the subject of pending or prior filings made by an aggrieved person before any state or federal court or agency of competent jurisdiction.

§ 43-10. **Penalties.**

Any person who shall violate any provision of § 43-4 of this Ordinance may be subject by the Montgomery County Court of Common Pleas or any court of competent jurisdiction to the penalties enumerated in Section 9(f)(1&2), Sections 9.2, 9.3, and Sections 10 & 11 of the Pennsylvania Human Relations Act. The penalties contained in this ordinance shall mirror any

future changes to the Pennsylvania Human Relations Act as adopted by the General Assembly and approved by the Governor.

This ordinance extends the protections of the Pennsylvania Human Relations Act to include actual or perceived sexual orientation, gender identity or gender expression.

All penalties included in the Pennsylvania Human Relations Act shall be extended to include all protected classes enumerated in 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 ninety (90) 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



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
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www.bjengineers.com

September 4, 2019

Christine Hart, Borough Manager
North Wales Borough
300 School Street
North Wales, Pennsylvania 19454-31367

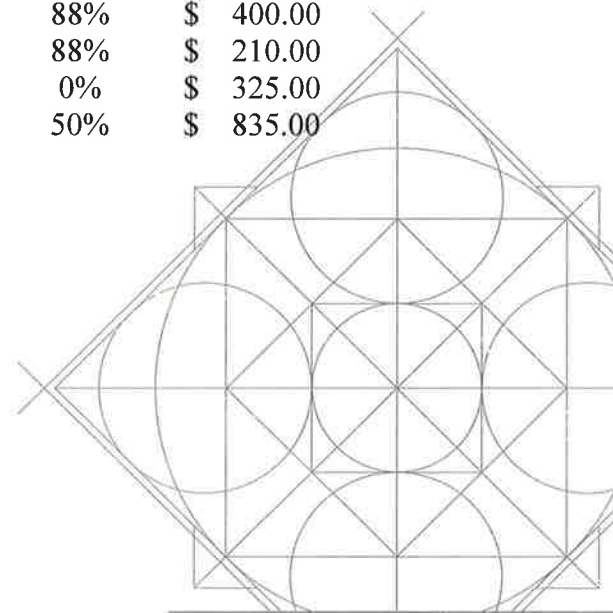
**SUBJECT: ESCROW RELEASE NO. 3
CARACAUSA ACQUISITIONS, LP – 432 SHEARER STREET
NORTH WALES BOROUGH, MONTGOMERY COUNTY, PA
PROJECT NO. 15-68-014R**

Dear Christine,

We have reviewed and processed Escrow Release Request #3, requested by David Caracausa of Caracausa Acquisitions, LP, for release of escrow monies for site improvements at the above referenced project. We have been notified by the Borough that \$7,208.20 is remaining as escrow. Therefore, we recommend payment of **Two Thousand Two Hundred Eight Dollars and Twenty Cents (\$2,208.20) leaving a balance of \$5,000.00.**

We believe a balance of \$5,000.00 is sufficient to complete the following remaining line items, including those provided in Punch List No. 3, including any engineering expenses.

Line Item	Percent Complete	Remaining Monies
Seeding and Mulching	70%	\$ 1,336.50
Stormwater Management Facility & Discharge Pipe	90%	\$ 500.00
Street/Shade Tree, 2 1/2" caliper	88%	\$ 400.00
Shrubs (Basin & Foundation Plantings)	88%	\$ 210.00
Property Monumentation	0%	\$ 325.00
As-Built Survey & Plan	50%	\$ 835.00



Christine Hart, Borough Manager
432 Shearer Street-Escrow Release #3
September 4, 2019
Page 2 of 2

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

Sincerely,



Melissa E. Prugar, P.E.
Municipal Engineer

cc: Alan R. Guzzardo, North Wales Borough – Assistant Borough Manager
Gregory R. Gifford, Attorney at Law – Rubin, Glickman, Steinberg and Gifford, P.C.
Robert Newton, P.E. – Urwiler & Walter, Inc.
Caracausa Acquisitions, LP/David J. Caracausa – Applicant

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**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION**

WINTER TRAFFIC SERVICES 5 – YEAR

AGREEMENT NO 3900038912
FID/SSN 23-6002916
SAP VENDOR No. 138985

THIS AGREEMENT, fully executed and approved this _____ day of _____, 20____, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation (“COMMONWEALTH”).

AND
North Wales Borough of the COMMONWEALTH of Pennsylvania, acting through its authorized officials (“MUNICIPALITY”).

WITNESSETH;

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

WHEREAS, the MUNICIPALITY has the equipment, materials and personnel available and ready to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways, including bridges with their approaches, within the MUNICIPALITY, in a prompt and efficient manner and has signified its willingness to furnish these winter traffic services for the COMMONWEALTH during the Winter Season(s) of **2019-2020; 2020-2021; 2021-2022; 2022-2023; and 2023-2024** (the “Winter Season” for the purpose of this Agreement shall be the period from October 15 to April 30 of each season), subject to payment by the COMMONWEALTH to the MUNICIPALITY as described in this Agreement; and

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

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

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

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

2. If, to undertake and accomplish the duties required in Paragraph (1.), the MUNICIPALITY'S forces must traverse a bridge with a posted weight restriction, the MUNICIPALITY agrees to file a permit application with the posting authority and obtain a permit to traverse the bridge pursuant to 67 Pa. Code Chapter 191. The MUNICIPALITY agrees to refile permit applications as needed during the term of this Agreement and to obtain permits for each succeeding winter season for which this Agreement is renewed. Failure to obtain such permits shall be grounds for termination of this Agreement.
3. The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for the services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit "A," payable on or before November 15th, for each successive Winter Season through the termination of the Agreement. The starting date of this Agreement shall be the date on which the Agreement has been fully executed and approved by the COMMONWEALTH, or the date agreed to by both the MUNICIPALITY and the COMMONWEALTH, whichever comes later. Further, the MUNICIPALITY shall not be permitted to start any work until notified by the COMMONWEALTH that the Agreement has been fully executed and approved, except as set forth in Paragraph 4 below. The MUNICIPALITY shall perform all services for the rates set forth in Exhibit "A," regardless of the amount of work required. The COMMONWEALTH is not responsible for paying additional amounts when the MUNICIPALITY incurs costs for the work in excess of the established rate or does not otherwise meet the guidelines contained in the "Severe Winter Adjustment" both set forth in Exhibit "A" of this Agreement.
4. The MUNICIPALITY undertakes the responsibilities as an independent contractor and its employees and/or lessors or contractors shall not be considered employees of the COMMONWEALTH for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.
5. In the event a winter emergency occurs that necessitates winter traffic services prior to the execution of this Agreement, the District Executive on behalf of the COMMONWEALTH may issue a written letter to the MUNICIPALITY finding that an emergency exists under Section 516 of the Procurement Code and authorizing the MUNICIPALITY to perform the services required by this Agreement subject to the terms and conditions of this Agreement. If the MUNICIPALITY receives an emergency winter traffic services letter from the District Executive prior to execution of this Agreement, because of the critical need to provide winter traffic services to assure public safety on the State Highway System, the COMMONWEALTH shall pay the MUNICIPALITY for any costs incurred to service State Highways as a result of the onset of winter weather emergency necessitating the provision of the services under this Agreement between the beginning of the Winter Season and full execution of this Agreement.
6. The obligations of the MUNICIPALITY under this Agreement shall terminate and end as of midnight on April 30th for each Winter Season.
7. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COMMONWEALTH. Such work shall be subject to inspection by the Secretary of Transportation, the District Executive, and/or their duly authorized representatives.
8. If the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COMMONWEALTH, the COMMONWEALTH may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COMMONWEALTH in proportion to the period of the Agreement for which services were provided. Therefore, the MUNICIPALITY shall refund to the COMMONWEALTH the balance of the lump sum payment within thirty (30) days of receiving notice from the COMMONWEALTH of the amount due.

9. The COMMONWEALTH reserves the right to terminate this Agreement for convenience if it determined that termination is in the best interest of the COMMONWEALTH. If the Agreement is so terminated, then the COMMONWEALTH shall not be further obligated to pay any amount of money to the MUNICIPALITY, the MUNICIPALITY shall not be further obligated to perform, and the MUNICIPALITY shall be entitled to payment for all eligible actual costs incurred by the MUNICIPALITY pursuant to this Agreement up to the date when termination is effective.
10. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.
11. The MUNICIPALITY shall comply with the following clauses or provisions attached as Exhibit “C” and incorporated here by reference: The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act, the Contractor Responsibility Provisions, and the Enhanced Minimum Wage Provisions.
12. The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
13. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
 - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
 - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
14. The Department of Transportation and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the MUNICIPALITY to the extent that they relate to the MUNICIPALITY’s performance of this Agreement and the costs incurred by the MUNICIPALITY in providing services under it. The MUNICIPALITY shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

15. The Agreement constitutes the entire agreement between the parties. No amendment or modifications of this Agreement shall be valid unless it is in writing and duly executed and approved by both parties.
16. This Agreement shall automatically renew for succeeding Winter Seasons at the rate established for each particular season unless either party shall terminate upon written notice to the other on or before July 31st preceding the Winter Season in question.
17. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST

MUNICIPALITY

Title: _____

DATE _____

BY _____

Title: _____

DATE _____

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

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____

District Executive

Date _____

APPROVED AS TO LEGALITY
AND FORM

Date _____

Certified Funds Available Under

SAP DOCUMENT NO. 3900038912

SAP FUND 1058200712

SAP COST CENTER 7840640000

GL. ACCOUNT 6344450

AMOUNT \$20,477.20

BY _____

for Comptroller Operations

Date _____

Contract No. 3900038912 is split 0%, expenditure amount of 0.00, for federal funds and 100%, expenditure amount of \$20,477.20 for state funds. The related federal assistance program name and number is N/A; N/A. The state assistance program name and SAP Fund is Highway Maintenance; 582.

Preapproved Form: OGC No. 18-FA-34.1
Appv'd OAG 11/09/2015

RESOLUTION

BE IT RESOLVED, by authority of the _____
 _____ (Name of governing body)
 of the _____, _____ County, and it
 _____ (Name of MUNICIPALITY)
 is hereby resolved by authority of the same, that the _____ of
 _____ (designate official title)
 said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

 _____ (Name of MUNICIPALITY)
 _____ (Signature and designation of official title) By: _____
 _____ (Signature and designation of official title)

I, _____,
 _____ (Name) _____ (Official title)
 of the _____, do hereby certify that the foregoing
 _____ (Name of governing body and MUNICIPALITY)
 is a true and correct copy of the Resolution adopted at a regular meeting of the
 _____, held the _____ day of _____, 20____.
 _____ (Name of governing body)

DATE: _____
 _____ (Signature and designation of official title)

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

2019-20

AGREEMENT NO. 3900038912
 YEAR 1
 OF 5

CONTRACT EXHIBIT A
 Revised August 9, 2018

COUNTY: Montgomery

MUNICIP: North Wales Borough
 SAP #

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
2010	West St. To Baro Line W/Upper Gwynedd	40	0000	60	988	3.3	C	\$1,168.78	\$3,856.97
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

MILEAGE MFC B =	0	TOTAL COST =	\$3,856.97
MILEAGE MFC C =	3.3		
MILEAGE MFC D =	0		
MILEAGE MFC E =	0		
TOTAL MILEAGE	3.30		

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

<u>Suggested Total Amount Encumbrance</u>	
1st Year:	\$3,856.97
2nd Year:	\$3,972.68
3rd Year:	\$4,091.86
4th Year:	\$4,214.62
5th Year:	\$4,341.06
TOTAL:	\$20,477.20

EXHIBIT B

Contract Provisions – Right to Know Law

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

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

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

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

EXHIBIT "C"

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Enclosure 1 to Management Directive 215.16 Amended Page 2 of 2 Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or

first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT "C"

CONTRACTOR INTEGRITY PROVISIONS

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

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

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

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

cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

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

preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "C"

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

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

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

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

EXHIBIT "C"

Contractor Responsibility Provisions

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

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

EXHIBIT "C"

Enhanced Minimum Wage Provisions (July 2018)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a.** exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b.** covered by a collective bargaining agreement;
 - c.** required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d.** required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.



State Senator

**MARIA
COLLETT**

Please join us for a

12th District

TOWN HALL

Thursday

September 12, 2019

6 p.m. – 7:30 p.m.

**Horsham Township Library
Meeting Room**

**435 Babylon Road
Horsham, PA 19044**



Learn about
what's
happening in
our district and
have your voice
heard on the
issues that
matter to you.

**All are welcome. For more information,
please call Senator Collett's office: (215) 998-1100**

www.SenatorCollett.com

FREE, FAMILY-FRIENDLY, FUN



**State Senator
MARIA COLLETT**
invites you to her

**HEALTH &
WELLNESS
FAIR 2019**

**SATURDAY
SEPTEMBER
21
10 am – 2 pm**

**MONTGOMERY
ELEMENTARY
SCHOOL
1221 Stump Road
North Wales, PA**

**HEALTH SCREENINGS, EXHIBITORS,
INTERACTIVE DEMOS, GIVEAWAYS,
AND MORE!**

For more information, contact Senator Collett's Office at 215-674-1246



DID YOU KNOW? Period products aren't covered by government assistance programs like SNAP or Medicaid.



State Senator **MARIA COLLETT**

with

MITZVAH CIRCLE FOUNDATION

and

**THE NATIONAL COUNCIL OF JEWISH
WOMEN GREATER PHILADELPHIA SECTION**



Will be collecting **menstrual hygiene products** from



Monday, September 9 to

Friday, September 27

Unopened boxes of pads, tampons, and liners can be dropped off at:

SENATOR COLLETT'S OFFICES

Gwynedd Corporate Center
1180 Welsh Rd, Suite 130
North Wales, PA 19454

1410 W Street Rd, Suite A
Warminster, PA 18974

Mon-Fri 9am-4:30pm

SENATOR COLLETT'S HEALTH FAIR

September 21, 10am-2pm

Montgomery Elementary
1221 Stump Rd
North Wales, PA 19454

MITZVAH CIRCLE FOUNDATION

1561 Gehman Rd
Harleysville, PA 19438

Mon-Thurs 8:30am-2:00pm
Fri 9am-12pm

MITZVAH CIRCLE BAKE, RATTLE, AND RUN 5K EVENT

September 22, 9am-12pm

1561 Gehman Rd
Harleysville, PA 19438

*Visit mitzvahcircle.org
for more info.*

For more information, call Senator Collett's Warminster office at
215-674-1246 or email senatorcollett@pasenate.com

Contact Mitzvah Circle:

info@mitzvahcircle.org | 267-649-7610
mitzvahcircle.org

Contact NCJW Philadelphia:

215-302-3586
ncjwphiladelphia.org





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





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

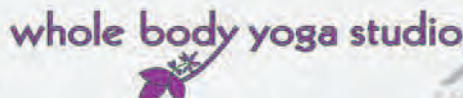
VENDORS

JEWELRY, ART
HANDMADE WARES

FREE KID ZONE

INFLATABLES
PETTING ZOO

11:00AM - 5:00PM
KID ZONE WILL BE OPEN TIL' 3:00PM





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**



Veterans Information and Enrollment Expo

Sponsored by Coatesville VA Medical Center

Hosted by North Wales Borough

Mayor Gregory J. D'Angelo and Council Members Sal Amato and Sally Neiderhiser

Friday, October 18, 2019

11:00 a.m. - 3:00 p.m.

North Wales Borough Hall

300 School Street, North Wales, PA 19454

215-699-4424



Veterans will have the ability to **register for VA health care on-site**. For on-the-spot enrollment, please bring your DD214, your 2018 tax return and out of pocket medical expenses. We can still verify your eligibility even if you do not have a DD214. For questions regarding enrollment, please call (610) 383-0265/0266.

Meet experts from:

- **Department of Veterans Affairs - Coatesville VA Medical Center**

- ★ Enrollment/Eligibility
- ★ Connected Care & My Health eVet
- ★ Home Based Primary Care
- ★ Suicide Prevention
- ★ Caregiver support

- **National Cemetery Administration**

- ★ Burial Benefits
- ★ Burials and/or Plot Allowances

- **Norristown Vet Center**

- ★ Readjustment Counseling Services
- ★ Services are free and confidential

- **Veterans Benefits Administration**

- ★ Life Insurance
- ★ Vocational Rehabilitation
- ★ Disability Benefits
- ★ Dependent and Survivor Benefits

- **Montgomery County Director of Veterans Affairs**

- ★ Claims Assistance
- ★ PA Veterans Benefits Assistance

- **Montgomery County Recorder of Deeds**

- ★ Montgomery County ID Card*
- ★ Record DD214 with the County*

*Please bring driver's license

VA



U.S. Department of Veterans Affairs
Veterans Health Administration
Coatesville VA Medical Center

We are here to help you with your VA health care benefits and more!
For more information about the Coatesville VA Medical Center,
please visit www.coatesville.va.gov or like us on Facebook at
www.facebook.com/coatesvillevamc

