



**HATFIELD TOWNSHIP BOARD OF COMMISSIONERS
WORKSHOP MEETING AGENDA
April 12, 2023
7:30 PM**

I. CALL TO ORDER

II. ROLL CALL

- ☐ COMMISSIONER PRESIDENT ZIPFEL
- ☐ COMMISSIONER VICE PRESIDENT RODGERS
- ☐ COMMISSIONER ANDRIS
- ☐ COMMISSIONER LEES
- ☐ COMMISSIONER ZIMMERMAN

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

V. CITIZENS' COMMENTS – AGENDA ITEMS ONLY

Attention: Board of Commissioner Meetings are Video Recorded

*All comments made at the podium. Please state your name and address for the record.
Comments are guided by Resolution #10-10.*

VI. CONSENT ITEMS

Motion to Enter into the Record

- A. Police Report – March
- B. Hatfield and Colmar Monthly Fire Reports – 1st Quarter and March
- C. HTMA Monthly Minutes – February 14 and March 1
- D. NPWA Meeting Minutes – February 28, 2023
- E. VMSC Monthly Report – March

VIII. COMMITTEE REPORTS

- A. Planning and Zoning Committee – Vice President Rodgers**
- B. Public Works Committee – Commissioner Lees**
- C. Parks and Recreation Committee – Commissioner Zimmerman**
- D. Public Safety Committee –President Zipfel**
- E. Finance Committee – Commissioner Andris**

IX. ACTION ITEMS

- 1. Bid Award – Bishop Baseball Field, School Road Park Renovation**
Motion to Award bid to Clarke's Landscaping for \$50,878
- 2. Motion to provide a conditional offer of employment to (named at meeting) as a patrolman based on the eligibility list certified by the Hatfield Township Civil Service Commission, conditioned upon successful completion of a psychological and physical exam.**
- 3. Motion to provide a conditional offer of employment to (named at meeting) as a patrolman based on the eligibility list certified by the Hatfield Township Civil Service Commission, conditioned upon successful completion of a psychological and physical exam.**
- 4. Motion to provide a conditional offer of employment to (named at meeting) as a patrolman based on the eligibility list certified by the Hatfield Township Civil Service Commission, conditioned upon successful completion of a psychological and physical exam.**
- 5. Motion to provide a conditional offer of employment to (named at meeting) as a patrolman based on the eligibility list certified by the Hatfield Township Civil Service Commission, conditioned upon successful completion of a psychological and physical exam.**
- 6. Geotechnical Investigation and SWM Area Evaluation (Police Station Project)**
Motion to approve Whitestone Proposal for \$14,875
- 7. Vacating Old Orvilla Road Right of Way**
Motion for Approval

X. TOWNSHIP STAFF REPORTS

A. Township Manager's Report

1. Liberty Bell Trail Update
2. Grant Announcements
3. Newsletter Overview

XI. SOLICITOR'S REPORT

XII. CITIZENS' COMMENTS

Attention: Board of Commissioner Meetings are Video Recorded
*All comments made at the podium. Please state your name and address for the record.
Comments are guided by Resolution #10-10.*

XII. ADJOURNMENT



Hatfield Township Police Activity Report

The timeframe for this report is 03/01/23 – 03/31/23

(2163) Incidents were handled by Officers

(163) Selective Enforcements were conducted

(12) Non -Traffic** arrests were made

(237) Traffic Citations were issued

(24) Parking Tickets were issued

(116) Traffic Courtesy/ Warnings Notices were issued

(1015) Night Eyes/ Business checks/Directed Patrols were conducted

(22) Criminal* Arrests were made

(1) DUI

(0) DUI's w/Accident

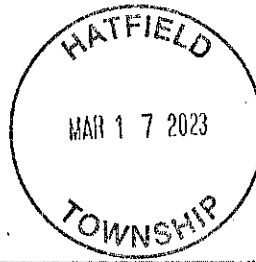
(17) Thefts were reported

*(15) Frauds were reported

Addendum:

***Criminal Arrests involved the following charges:** DUI, Harassment, Indecent Assault Forcible Compulsion, Indecent Exposure, Rape Of Child, Recklessly Endangering Another Person, Retail Theft, Receiving Stolen Property, Sexual Assault, Simple Assault, Terroristic Threats, Theft By Unlawful Taking, Warrant Arrest.

**** Non-Criminal arrests were made for:** Curfew Violation, Disorderly Conduct, Public Drunkenness, Retail Theft.



HATFIELD TOWNSHIP MUNICIPAL AUTHORITY
PUBLIC MEETING
February 14, 2023, 7:00 PM

I. Call to order by the Chairman

- A. Executive Session Announcement - Chairman Ralph Harvey called the meeting to order at 7:03 PM and announced that the Board was in Executive Session prior to discuss legal matters.

II. Roll call by Secretary – George Landes, Assistant Secretary took the roll call. Present at the meeting were Ralph Harvey, Chairman; Don Atkiss, Vice Chairman; Charles Sibel, Treasurer; George Landes, Assistant Secretary; Peter Dorney, Executive Director; Paul Mullin, Solicitor; Joe Stammers, Plant Manager and Corey deSimone, Assistant Plant Manager in Training. Charles Winslow of GHD was absent due to a sudden illness.

III. Approval of minutes for January 10, 2023 public meeting – Motion was made by George Landes to approve the minutes, seconded by Charles Sibel and approved by the Authority.

IV. Citizen's comments - None

V. Union - None

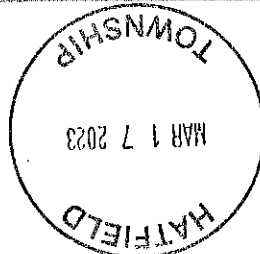
VI. Montgomery Township – Mr. Dorney reported that per a request from MTMSA's Executive Director, he is trying to provide more frequent information and updates regarding new purchases and emergency purchases, as well as price increases for capital projects and expenditures that occur after the initial estimates provided to MTMSA.

VII. Executive Director's Report

- A. Flood Wall Project update – There was not much progress on this project since HTMA was informed that we cannot do any construction-related work until after we find out if we are approved for a Grant from FEMA, which may not be until September of 2023.

- B. DEP/Stack Test update – All the parameters of the December 2022 stack test were compliant by a significant degree. But, since we have not yet received any indication of approval of our January 2022 stack test, we should not hope to hear anything from DEP on the approval of December's stack test any time soon.
- C. Air Quality Title V Permit Renewal update – HTMA, GHD and our Solicitor have been reviewing the Draft Title V Permit, and have been conversing with DEP on specific items in the Draft Permit. We hope to have those discussions finalized soon. None of the items are overly concerning, but we just need to make sure that the language and intent is adequately understood. And just for reference, the Draft Permit is 78 pages long.
- D. NPDES Permit Renewal Appeal update – Steve Hann of our Solicitor's office has continued to have discussions with DEP regarding our appeal of DEP's new rules involving the determination of Effluent Copper limitations, which have the possibility of significantly and adversely affecting our ability to meet a new copper limit. DEP has now been in contact with EPA for further discussions. The appeal time has been extended by 6 months by agreement of both parties.
- E. Secondary Channels Replacement Project update – The contractor (Eastern Environmental), has ordered the new brackets for the troughs. Since the installation of the new troughs is dependent on the weather, we do not anticipate the ability to install the new troughs until summer when the Plant's flow is at a minimum.
- F. Office Addition update – HTMA and GHD had a meeting to finalize odds and ends regarding the design of the addition. GHD believes they will be able to place the bid documents on Penn Bid by March 1 or shortly thereafter, with bid finalization near the end of March.
- G. Pine Street sewer line replacement – we have only some minor restoration items to finish that need to wait until better weather. Mr. Dorney mentioned the next phase of this project which involves the installation of a liner into approximately 1,100 feet of sewer line, starting where the construction of the new sewer line ends, through the Malin property and down to our Neshaminy Interceptor. We received a proposal from our lining contractor, SWERP, in the amount of \$76,740. SWERP is a COSTARS participating contractor, vendor # 354144, contract # 016-132. Motion was made by George Landes to approve this work, seconded by Donald Atkiss and approved by the Authority. We had hoped we could get this work done during February when the ground freezes, but that has not panned out. We may have to wait until the ground dries out in the summer.
- H. Plant Electric Grid Upgrade update HTMA and GHD had another meeting to discuss progress and information on this project. GHD provided HTMA with a line diagram of the new Electrical Grid improvements which would include a Kenetic Energy Uninterruptible Power Supply and Power Conditioner for the Plant. GHD advised that currently some of this

Hatfield Township MUNICIPAL AUTHORITY



Ralph Harvey, Chairman
Donald Atkins, Vice Chairman
George Landis, Asst. Secretary
Barry Wert, Secretary/Asst. Treasurer
Charles Sibel, Treasurer
GHD Inc ~ Engineer
Hamburg, Rubin, Mullin,
Maxwell & Lupin ~ Solicitor

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY PUBLIC MEETING February 14, 2023, 7:00 PM

- I. Call to order by the Chairman
- A. Executive Session Announcement - Chairman Ralph Harvey called the meeting to order at 7:03 PM and announced that the Board was in Executive Session prior to discuss legal matters.

- II. Roll call by Secretary – George Landes, Assistant Secretary took the roll call. Present at the meeting were Ralph Harvey, Chairman; Don Atkins, Vice Chairman; Charles Sibel, Treasurer; George Landes, Assistant Secretary; Peter Dorney, Executive Director; Paul Mullin, Solicitor; Joe Stammers, Plant Manager and Corey Desimone, Assistant Plant Manager in Training. Charles Winslow of GHD was absent due to a sudden illness.

- III. Approval of minutes for January 10, 2023 public meeting – Motion was made by George Landes to approve the minutes, seconded by Charles Sibel and approved by the Authority.

- IV. Citizen's comments - None
- V. Union - None

- VI. Montgomery Township – Mr. Dorney reported that per a request from MTMSA's Executive Director, he is trying to provide more frequent information and updates regarding new purchases and emergency purchases, as well as price increases for capital projects and expenditures that occur after the initial estimates provided to MTMSA.

- VII. Executive Director's Report
- A. Flood Wall Project update – There was not much progress on this project since HTMA was informed that we cannot do any construction-related work until after we find out if we are approved for a Grant from FEMA, which may not be until September of 2023.

B. Mr. Stammers also reported that based on some flow metering spikes we picked up from portable flow meters we currently have installed at the Clemens Road Pump Station to evaluate the pump station for possible future flow acceptance from Clemens Foods, it was found that one of the businesses in the building across the street from the pump station may have substantial process flow that we have been unaware of. Mr. Stammers has been in touch with them for additional information and has been looking at water meter readings. Further investigation is necessary and will be performed.

IX. Engineer's Report

A. Project Requisitions – In the absence of the Engineer, Mr. Dorney read the requisitions:

1. Pine Street Sewer Line Project - \$263.00
2. Clarifier Launder Replacement Project - \$379.50
3. Administration Building Addition - \$17,572.98

X. Solicitor's Report – Mr. Mullin reported that we have received a copy of Towamencin Township's Act 537 Special Study relating to Towamencin's sale of its sewer system to a private company. Although the map does not show Clemens Food as being in the Towamencin basin, it is, and the study describes all the current customers as being part of the new Company's customer base. Mr. Dorney mentioned that he believes Clemens Food has some type of separate agreement with Towamencin Township, but does not know the specifics of that agreement nor how it might be affected by the sale.

XI. Treasurer's Report – Mr. Sibel asked for questions or discussions on the bills. Charles Sibel made the motion to accept the bills which include the requisitions, seconded by Donald Atkiss and approved by the Authority.

XII. Old Business

A. Screw Pump Replacement Evaluation – nothing new to report

B. New TV Truck - still expected March delivery

C. Clemens Food Group Capacity Evaluation – Mr. Dorney reported that after receiving a rough estimate from its Engineer on the cost to replace 2900' of sewer line necessary to accept 150,000 gallons per day of domestic sewage and clean process waste from Clemens Food, he received another more detailed estimate that was significantly higher. However GHD said there could be an alternative to replacing that sewer line that would cost about the same (\$1M) as the original estimate. This could involve extending the force main down Fairgrounds Road to same end point into which a new gravity sewer line would have had to been constructed. Mr. Dorney sent this information to Clemens, as well as a cost to evaluate the ability of the pump station to handle the flow. Mr. Dorney also sent Clemens the cost of

tapping fees for 150,000 gallons per day plus the estimated sewer use fees that would have to be paid, and asked Clemens to let him know if we should have our Engineer prepare a full evaluation of the pump station. No reply has yet been received.

XIII. New Business

- A. Establishment of a New Unvest "Escrow" Account for Office Addition – We are required under our RACP Grant to establish a separate account, similar to an escrow account to cover HTMA's cost of the Administration Building Addition. A motion was made by Donald Atkiss to transfer \$1M to a new account, seconded by Charles Sibel and approved by the Authority.

- B. 401K Plan Amendment for Cares Act Resolution – Mr. Mullin presented a Resolution to be passed by the Board, in order to amend the 401K Plan to be in compliance with conditions of the 2019 SECURE and CARES Acts. A motion was made by George Landes to approve Resolution 2023-1, seconded by Donald Atkiss and approved by the Authority.

XIV. Other Business

- A. Mr. Dorney mentioned that we received a RTK request from Valley Stream Apartments for copies of sewer bills from 2021 and 2022 for the Valley Stream Apartments and an office building along Broad Street that at one time was owned by Valley Stream Apartments. Apparently when this building was constructed by Valley Stream ownership at the time, they tied the building into the Apartment's sewer system, which had then been forgotten by Valley Stream Apartments over the years. This was re-discovered in 2019 when Valley Stream was replacing storm sewers. Although a reason for the RTK is not required, Mr. Dorney and Mr. Mullin speculate that Valley Stream Apartments wants the office building now under different ownership to contribute to the maintenance costs of Valley Stream Apartment's pump station.

- B. Mr. Dorney reported that Penn Dot will be reconstructing Township Line Road, and we have a sewer line in Township Line Road that is jointly maintained by HTMA and Franconia Township. Mr. Dorney will contact George Whitmayer from Franconia about splitting any costs that will be incurred when Penn Dot makes necessary adjustments to the manholes during the Interchange Project.

XV. Adjournment – motion to adjourn was made by George Landes at 7:45 P.M., seconded by Charles Sibel and approved by the Authority.

Submitted by,

Secretary

B. DEP/Stack Test update – All the parameters of the December 2022 stack test were compliant by a significant degree. But, since we have not yet received any indication of approval of our January 2022 stack test, we should not hope to hear anything from DEP on the approval of December's stack test any time soon.

C. Air Quality Title V Permit Renewal update – HTMA, GHD and our Solicitor have been reviewing the Draft Title V Permit, and have been conversing with DEP on specific items in the Draft Permit. We hope to have those discussions finalized soon. None of the items are overly concerning, but we just need to make sure that the language and intent is adequately understood. And just for reference, the Draft Permit is 78 pages long.

D. NPDES Permit Renewal Appeal update – Steve Hann of our Solicitor's office has continued to have discussions with DEP regarding our appeal of DEP's new rules involving the determination of Effluent Copper limitations, which have the possibility of significantly and adversely affecting our ability to meet a new copper limit. DEP has now been in contact with EPA for further discussions. The appeal time has been extended by 6 months by agreement of both parties.

E. Secondary Channels Replacement Project update – The contractor (Eastern Environmental) has ordered the new brackets for the troughs. Since the installation of the new troughs is dependent on the weather, we do not anticipate the ability to install the new troughs until summer when the Plant's flow is at a minimum.

F. Office Addition update – HTMA and GHD had a meeting to finalize odds and ends regarding the design of the addition. GHD believes they will be able to place the bid documents on Penn Bid by March 1 or shortly thereafter, with bid finalization near the end of March.

G. Pine Street sewer line replacement – we have only some minor restoration items to finish that need to wait until better weather. Mr. Dorney mentioned the next phase of this project which involves the installation of a liner into approximately 1,100 feet of sewer line, starting where the construction of the new sewer line ends, through the Malin property and down to our Neshaminy Interceptor. We received a proposal from our lining contractor, SWERP, in the amount of \$76,740. SWERP is a COSTARS participating contractor, vendor # 354144, contract # 016-132. Motion was made by George Landes to approve this work, seconded by Donald Atkiss and approved by the Authority. We had hoped we could get this work done during February when the ground freezes, but that has not panned out. We may have to wait until the ground dries out in the summer.

H. Plant Electric Grid Upgrade update HTMA and GHD had another meeting to discuss progress and information on this project. GHD provided HTMA with a line diagram of the new Electrical Grid improvements which would include a Kinetic Energy Uninterruptible Power Supply and Power Conditioner for the Plant. GHD advised that currently some of this

equipment is now at 24 months delivery after an order is placed, including transformers and switchgear. Mr. Dorney suggested to the Board that we look to split up any bidding so that we can order the new equipment separately from an installation contract, which may save some time and significant mark-up costs from an installation contractor purchasing the Equipment as part of one bid.

I. Retaining Wall at Headworks update – since this project is part of the flood wall project, we cannot do any physical work yet for which we would desire to be included in a Grant.

J. Budget Discussion for Fiscal Year beginning April 1, 2023 – Mr. Dorney presented the Board with a finalized Draft Budget for discussion. HTMA has experienced significant cost increases of electric, chemicals, maintenance and laboratory. As such, since we have not raised sewer rates for 5 years, in order to have revenue that covers expenses the Budget proposes a 14.5% increase in sewer rates, which for residential customers amounts to \$4.00 per month. A motion was made by George Landes, seconded by Donald Atkiss and approved by the Authority, to send the Proposed budget to the Commissioners for their approval. We anticipate this will be discussed at the Township's February 22 public meeting, and several Board members mentioned that they will attend with Mr. Dorney.

K. Schreiber Diffusers Purchase – Mr. Dorney presented the quote for new diffusers for one of its two aeration tanks from Schreiber/Parkson. These diffusers are sole source for our system, only manufactured by Schreiber/Parkson. The cost for 1000 diffusers and the ancillary equipment is \$68,555 plus shipping. Mr. Dorney also mentioned that when we last purchased these 5 years ago the cost was \$46,600. A motion was made by George Landes, seconded by Donald Atkiss and approved by the Authority for the purchase of the diffusers.

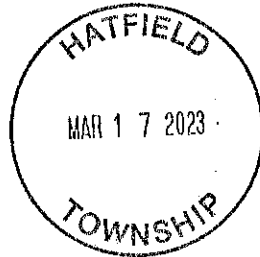
L. Grit Washer Bid – Mr. Dorney presented the bid price proposal for the new Headworks Grit Washer, in the amount of \$37,693.75 from Midway Industrial Supply, plus \$1,200 shipping.

VIII. Pretreatment Report

A. Mr. Stammers reported that one of the industrial users that we are required to monitor under our EPA Pretreatment Program was in non-compliance of its effluent limits, per technical conditions under the Program. The amount of exceedance was minimal but none-the-less reportable, and does not present any adverse treatment conditions in the Plant. The company was Brooks Instruments in Hatfield Borough. Mr. Landes questioned we monitor and industry in Hatfield Borough, and Mr. Stammers explained that we have an Interjurisdictional Agreement with Hatfield Borough to do so, per EPA requirements. Mr. Stammers also mentioned that as required by EPA, this non-compliance must be reported in a newspaper of local distribution.

Hatfield Township

MUNICIPAL AUTHORITY



Ralph Harvey, *Chairman*
Donald Atkiss, *Vice Chairman*
George Landis, *Asst. Secretary*
Barry Wert, *Secretary / Asst. Treasurer*
Charles Sibel, *Treasurer*

GHD Inc ~ *Engineer*

Hamburg, Rubin, Mullin,
Maxwell & Lupin ~ *Solicitor*

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY
SPECIAL PUBLIC MEETING
March 1, 2023, 4:00 PM

- I. Call to order by the Chairman
Meeting was called to order by the Chairman at 4:00 PM
- II. Roll call by Secretary - Roll call was taken by the Secretary. In attendance were Board Members Ralph Harvey, Chairman; Don Atkiss, Vice Chairman; Charles Sibel, Treasurer; Barry Wert, Secretary; George Landes, Assistant Secretary. Also in attendance were Peter Dorney, Executive Director; Joe Stammers, Plant Manager; and Corey deSimone, Assistant Plant Manager
- III. Citizen's comments - none
- IV. Executive Directors Report – The Special Meeting was appropriately advertised in the newspaper and placed on our Web Site.
 - A. Budget Discussion – Mr. Dorney mentioned that a Special Meeting was being held because questions were raised about whether a \$5 per month increase in Residential rates instead of a \$4 per month increase was warranted to limit the potential for another rate increase in 2024. Mr. Dorney provided information regarding the revenue that the additional \$1 per month would create, and what the new rates, uniformly applied to Industrial and Commercial customers would increase existing rates to. Mr. Dorney mentioned that some of the Commissioners expressed concerned about HTMA having to come back again next year for another rate increase.

The proposed base rates at \$5 per month for Residential customers, also uniformly applied to Commercial and Industrial customers would be:

- Residential, \$97.50 per quarter, with a garbage disposal still an additional 20%;
- Commercial, \$118.86 per quarter per EDU;

- Industrial, \$5.11 per 1000 gallons, plus any additional surcharge for industries discharging extra strength waste.

Mr. Dorney was asked if these rates will be enough, and stated that unless some unknown and unavoidable catastrophe would happen, these should carry us through fiscal year 2024 to 2025. After some further discussion, Mr. Landes made the motion to accept the new rates as stated above, seconded by Mr. Wert and approved by the Authority members.

Mr. Dorney then mentioned that after the Township Commissioners pass the Budget, a letter will be mailed to all the rate payers explaining the increase, and the list of other area sewer rates will be placed on HTMA's website.

- V. Other Business – Chairman Harvey then asked if there was any other business, and after hearing that there was none, Mr. Landes made the motion to adjourn, seconded by Mr. Atkiss and approved by the Authority members.
- VI. Adjournment – Adjournment was made as above at 4:16 PM.

Submitted by,

A handwritten signature in black ink, appearing to be 'RWat', written in a cursive style.

Secretary

HATFIELD VOLUNTEER FIRE CO.

INCIDENT REPORT - Hatfield Vol. Fire Co.

<u>INCIDENT REPORT - Hatfield Vol. Fire Co.</u>					overall	non-medical	scba^			
	calls	1st truck enroute	in-service hours	firefighter hours	% responses <9 minutes*	average firefighters	average firefighters#	average firefighters	other hours**	training hours
1 Qtr 2023	89	4.38	45	432	92%	9.6	9.9	9.2	198	840
plus	9	officer investigations				# non-medical calls, ^ scba = air pack qualified				
Total calls =	98	Total days of service = 184								
		** business meetings & officer investigations								
YTD 2023	89	4.38	45	432	92%	9.6	9.9	9.2	198	840
plus	9	officer investigations				* first due non-medical calls				
Total calls =	98	Total days of service = 184								

Major Incident and Activity Highlights

Wed 1/4 14:15 Technical Rescue Wave Car Wash (13 firefighters). Third rescue vehicle to arrive after Montgomery and Hilltown. Hatfield Chief assumed incident command.

Tues 1/10 1:08 Fully involved house fire Montgomery Township near Line Street (13 firefighters). Second truck to arrive after Montgomery Township. Hatfield firefighters opened fire hydrant, pulled house lines and operated Montgomery pump immediately after arrival. Hatfield firefighters searched second floor. Squad 17 obtained second water source.

Wed 2/1 14:01 Brookside Manor Apartment fire. Third truck to arrive after Montgomery and Colmar. Hatfield firefighters conducted primary search. Engine 17-1 obtained second water source. Hatfield Assistant Chief assumed incident command from Township Fire Marshall 45 minutes into the incident. Hatfield responded with a ladder, engine and squad (13 firefighters).

Sun 3/26 14:20 Car fire in a garage (13 firefighters).

Five Township public works employees obtained EVOC and Pump 1 certification.

Conducted 151 hours of driver training including 111 hours with Township public works employees.

Spent 155 volunteer hours constructing the interior of our new training center.

Conducted First Aid training among 22 firefighters, CPR training among 15 firefighters, and hazmat refresher training among 22 firefighters.

Accepted three new probationary members (one a former Wilmington Fire Captain) and lost one active and one probationary member.

RESPONSE MUNICIPALITY (rpt 1390)

Hatfield Borough	14
First Due Hatfield Twp	54
Colmar Hatfield Twp	4
Franconia	0
Hilltown	1
Lansdale	2
Lower Salford	3
Montgomery	4
Souderton	0
Towamencin	6
others	1
total	89

INCIDENT TYPES (rpt 358)

building fire	0
vehicle rescue	0
other minor fires	1
misc. - smoke, electrical, minor haz mat	22
medical assist	17
assist other fire companies	22
fire alarms	27
total	89

HATFIELD VOLUNTEER FIRE CO.

FIRST TRUCK ENROUTE TIME (rpt 1522)

<u>minutes</u>	
1 or less	0
>1 to 2	1
>2 to 3	11
>3 to 4	19
>4 to 5	26
>5 to 6	24
>6 to 7	5
<u>>7</u>	<u>2</u>
total	88

AID GIVEN OR RECEIVED (rpt 549)

automatic aid given	18
automatic aid received	3
mutual aid given	4
mutual aid received	0
<u>none</u>	<u>64</u>
total	89

Report #: calls & ff hrs 274, enroute 1645, response times 745, 1514 As, Cadets, Tues, Spec, Bus Mtg, 28?, 1624?

Hatfield Township VMSC EMS Zone Report

March 2023


Total Zone Calls: **134**

Total VMSC Calls: **1,030**


Average Chute Time: **1m:13s**

Average Response Time: **6m:52s**

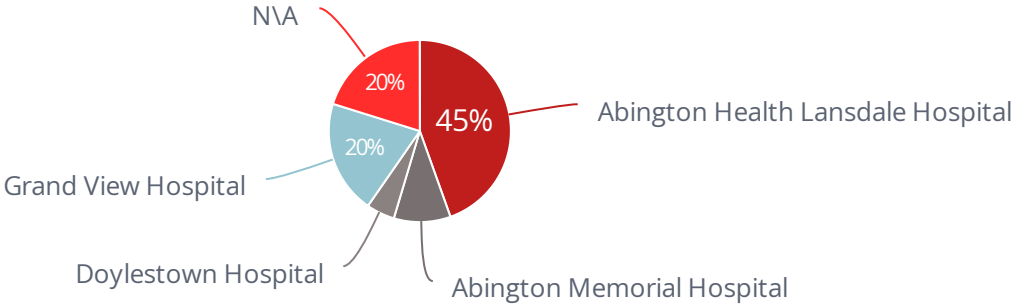
Top 5 Call Types

Type of Incident	# 
Sick Person	34
Falls	29
Breathing Problem	8
No Other Appropriate Choice	7
Transfer/Interfacility/Palliative Care	7

Transport Disposition




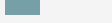
Disposition	# 
Transported No Lights/Siren	92
Transported Lights/Siren	18
Patient Refused Evaluation/Care (Without Transport)	10
Patient Treated, Released (per protocol)	5
Cancelled on Scene/No Patient Found	3

Hospital Transport




Community Response

VMSC's Level of Service

Unit Level of Service	# of Calls
ALS-Paramedic	 75
ALS-Physician	 1
BLS-AEMT	 33
BLS-Basic /EMT	 25


Barriers to Provide Care

Barriers To Care	# 
Obesity	3
Language	3
State of Emotional Distress	2

of Overdoses

1

Additional Agencies on Scene

Additional Agencies	# 
No Other Agency On Scene	90
Law Enforcement	40
Fire Department (Non-QRS Related)	7
Non-VMSC EMS Unit	2

Critical Response Triad

Cardiac Related Incidents



Stroke Related Incidents



Trauma Related Incidents



MARCH 2023 COLMAR VOL. FIRE COMPANY RESPONSE TIMES/SCBA PERSONNEL													
CALL #	DATE	INCIDENT #	ADDRESS	MUNICIPALITY	TYPE	AIDE	1st RESP. SUPPRESSION UNIT	DISP to ENRT (min:sec)	DISP to ARRIV (min:sec)	DISP to TERMINATION (min:sec)	SCBA 1st UNIT	SCBA TOTAL	
1	3/4/2023	F2305470	1089 Horsham Rd	Montgomery (18)	Fire	None	L12	4:13	--		3	7	
2	3/4/2023	F2305486	Cowpath Rd / Lenhart Rd	Hatfield (12)	Fire	None	E12	6:34	8:57		6	7	
3	3/9/2023	F2305877	1000 N. Broad St	Hatfield (12)	Fire	AAR	--	--	--	12:24	--	5	
4	3/13/2023	F2306236	640 Bethlehem Pk	Montgomery (18)	Fire	AAG	L12	2:52	4:28		4	10	
5	3/14/2023	F2306361	250 Logan Dr	Hatfield (12)	Fire	None	E12	3:04	6:34		3	8	
6	3/16/2023	F2306578	2146 N Line St	Hatfield (12)	Fire	AAR	E12	7:10	9:47		4	4	
7	3/16/2023	F2306589	100 Carson Dr	Montgomery (18)	Fire	None	--	--	--	15:33	--	2	
8	3/18/2023	F2306712	804 Bethlehem Pk	Montgomery (18)	Fire	AAG	L12	7:30	12:15		5	8	
9	3/21/2023	F2307041	100 Medical Campus Dr	Hatfield (12)	Fire	AAR	E12	7:46	10:38		4	6	
10	3/21/2023	F2307053	322 W 8th St #3	Lansdale (14)	EMS	None	--	--	--	4:58	--	2	
11	3/22/2023	F2307100	233 Wynstone Ct	Hatfield (12)	Fire	None	--	--	--	10:05	--	2	
12	3/22/2023	F2307129	400 River Rd	Upper Merion (56)	Fire	MAG	E12	11:48	44:15		5	8	Lenghtly response/LDH...
13	3/23/2023	F2307162	100 Medical Campus Dr	Hatfield (12)	Fire	AAR	E12	8:19	11:13		3	4	...(response not counted in average)
14	3/23/2023	F2307225	100 Medical Campus Dr	Hatfield (12)	Fire	AAR	--	--	--	9:21	--	5	
15	3/24/2023	F2307308	1091 Horsham Rd	Montgomery (18)	Fire	None	L12	7:02	--		3	3	
16	3/25/2023	F2307384	3175 Line Lexington Rd	Hatfield (12)	Fire	AAR	E12	2:48	5:46		3	12	
17	3/26/2023	F2307449	2247 Fairview Ave	Hatfield (17)	Fire	None	--	--	--	6:25	0	8	
18	3/28/2023	F2307607	109 Meadowood Dr	Montgomery (18)	Fire	None	L12	5:36	--		3	4	
19	3/28/2023	F2307644	Horsham Rd/Upper State Rd	Montgomery (18)	Fire	None	--	--	--	2:01	0	3	
20	3/29/2023	F2307689	3400 Walnut St	Hatfield (12)	Fire	AAR	E12	9:20	10:41		3	5	
21	3/30/2023	F2307882	1018 Chapman Cir	Hatfield (12)	Fire	None	E12	4:59	6:42		4	8	
22	3/31/2023	F2307890	100 Medical Campus Dr	Hatfield (12)	Fire	None	E12	8:26	11:59		2	5	
23	3/31/2023	F2307960	Medical Campus Dr/N. Line St	Hatfield (12)	Fire	None	--	--	--	6:04	0	5	
			TOTAL CALLS MAR 2023: 23	MUTUAL AIDE GIVEN: 1				AVG TIME DISP. to ENRT (1st SUPPRESSION UNIT)					
			FIRE: 22	MUTUAL AIDE REC'D: 0				6:29					
			APPARATUS RESPONSE: 15	AUTOMATIC AIDE GIVEN: 2									
			FIRE POLICE: 0	AUTOMATIC AIDE REC'D: 7				AVG TIME DISP. to ARRIV (1st SUPPRESSION UNIT)					
			OFFICERS: 0	NO AIDE GIVEN/REC'D: 13				9:00					
			HATFIELD TWP (12): 13					AVG SCBA QUAL FF's (1st SUPPRESSION UNIT)					
			MONTGOMERY TWP (18): 7					3.66					
			LANSDALE BOROUGH (14): 1										
			HATFIELD TWP (17): 1					AVG TIME DISP. to TERMINATION WHEN					
			UPPER MERION TWP (56): 1					1st DUE UNIT DID NOT RESPOND					
								(RECALLED BEFORE RESPONSE)					
								8:21	(8 Calls)				

**NORTH PENN WATER AUTHORITY
MINUTES OF THE BOARD OF DIRECTORS MEETING
FEBRUARY 28, 2023**

William K. Dingman, Chair, called the meeting to order at 7:34 pm. The following Board members were also in attendance at the meeting: Jeffrey H. Simcox, Kenneth V. Farrall, Helen B. Haun, George E. Witmayer, Richard C. Mast, David W. Dedman, Robert J. Rodgers and Arthur C. Bustard. Amy J. Cummings-Leight was absent. Also present were Anthony J. Bellitto, Jr., Executive Director, Daniel P. Pearce, Director of Information Technology, Daniel C. Preston, Director of Asset Management and Strategic Initiatives, Ami L. Tarburton, Director of Finance and Human Resources, Jonathan C. Hartzell, Director of Operations and Field Services and Paul G. Mullin, Esquire, Hamburg, Rubin, Mullin, Maxwell & Lupin, Solicitor.

The following items, by agenda number, were discussed:

1. **MINUTES** - Upon the motion of Mr. Farrall, seconded by Mr. Dedman, the Board unanimously approved the Minutes of the January 24, 2023 Board of Directors meeting as presented.
2. **BIDS:**
 - 2.1. Contract 793 - Hillcrest Booster Station Improvements, Lansdale Borough - Upon the motion of Mr. Mast, seconded by Mr. Dedman, and after discussion, the Board unanimously authorized the award and execution of an Agreement with Dane and Son Construction, Inc. in the Bid Amount of \$79,957.00.
3. **PUBLIC COMMENTS** - There were no members of the public in attendance at the meeting.
4. **FINANCIALS AND HUMAN RESOURCES REPORT:**
 - 4.1. The Statement of Income and Expense for the period ending January 31, 2023 was highlighted by Ms. Tarburton and discussed. Ms. Tarburton noted that with just one month of data to report, everything is in line for January expenditures at this early stage of the year. Revenues were at 8% of budget and in line with the budgeted amount for January. Operating expenses were 9% of budget. Budgeted operating income is low, but this is typical for January and will improve going forward. Debt Service Coverage is at 1.06, which is below the minimum of 1.10 required by the Trust Indenture. Total Debt Service Coverage is at 1.28. Ms. Tarburton noted that it is not uncommon for Debt Service Coverage to be low in January and that Coverage will increase in future months and will be in line with previous years. The Capital Budget Report and Metered Sales Report for the period ending January 31, 2023 were highlighted by Ms. Tarburton and discussed. Capital Expenditures are 3% of budget and Metered Sales are at or exceeding projections. Following discussion, upon the motion of Mr. Bustard, seconded by Mr. Farrall, the Board unanimously voted to accept the report and file it for future audit.
 - 4.2. Check Registers for the period January 18, 2023 to February 22, 2023 were distributed and discussed. Upon the motion of Mr. Farrall, seconded by Mr. Mast,

the board ratified the payments listed with a vote of 8-0 with one abstention. In accordance with the Public Official and Employee Ethics Act, Mr. Dingman announced his abstention from a payment to Gilmore and Associates, Inc. and his written memorandum regarding such abstention is attached hereto and made a part hereof as Exhibit "A".

5. **OPERATIONS, METER/CUSTOMER SERVICE, AND STATISTICS REPORT** - The Report for the month of January 2023 was presented, highlighted by Mr. Hartzell, and discussed.
6. **ENGINEERING AND WATER QUALITY REPORT** - The Report for the month of January 2023 was presented, highlighted by Mr. Preston, and discussed.
7. **INFORMATION TECHNOLOGY REPORT** - The Report for the month of January 2023 was presented, highlighted by Mr. Pearce, and discussed.
8. **ADMINISTRATION AND PUBLIC RELATIONS REPORT** - The Report for the month of January 2023 was presented, highlighted by Mr. Bellitto, and discussed. Mr. Bellitto indicated there was nothing else, in particular, to report or highlight.
9. **FOREST PARK WATER** - Mr. Dingman, Board Chair, on behalf of Mr. Rodgers, Chair of the Forest Park Water Operating Committee, reported that the committee met on February 21, 2023. There was discussion about increasing demands on Forest Park and the need to begin discussions about future expansion of the plant. There was nothing further to report beyond that contained in the Board Packet.
10. **MAIN EXTENSIONS:**
 - 10.1. M.E. 1478 - State Police Barracks (FDS PA Skippack, LLC), Skippack Township - Upon the motion of Mrs. Haun, seconded by Mr. Dedman, the Board authorized unanimously the execution of Resolution No. 23-02-28A for the Deed of Dedication and the Deed of Dedication itself, respectively.
11. **ITEMS FOR DISCUSSION:**
 - 11.1. Towamencin Township Government Study Commission & Home Rule Charter - Mr. Bellitto highlighted and reviewed a memo included with the Board Packet related to a request from Kofi Osei for him to appear before the Commission at an upcoming public meeting at the Township Building to answer questions that were submitted with the request. Upon discussion, the Board directed Mr. Bellitto to not appear in person; however, the Authority will submit written responses to each question. We will also advise that a PMMA representative can be made available to be interviewed and answer any general questions as it relates to Authority ownership of a public utility. Tim Hagey of Warminster Municipal Authority has volunteered to provide this service to the Commission.

12. **COMMITTEE REPORTS:**

12.1. Engineering Committee - Mr. Farrall, Chair of the Engineering Committee, reported that the committee met at 5:30 pm this evening, prior to the Board meeting. The Committee reviewed and discussed a number of items as follows:

- 12.1.1. There was a discussion of existing DEP and upcoming EPA PFAS regulations and the impacts to our source of supply. It appears that Forest Park will be able to meet all upcoming regulations; however, our groundwater supply will be impacted. Currently four wells are operational while other wells have been shut down and placed in reserve status. This situation will be further evaluated as part of the Source of Supply study underway, with long-term recommendations to follow.
- 12.1.2. There was a discussion regarding bulk sales to other utilities and the potential need to sell water, either on an interim or long-term basis due to impacts of the PFAS regulations. There was discussion regarding rates and this matter is being forwarded to the Finance Committee for further discussion.
- 12.1.3. There was discussion regarding the Ferry Road Transmission Main Bid recently opened by North Wales Water Authority. The Committee discussed the participation of NPWA in the project cost. It was recommended that we should participate in the Bid Award to jointly own the Ferry Road Transmission Main. In accordance with our agreement with NWWA from 2019, NPWA will be responsible for one-half of the capital cost to construct the line, less any grant monies received, and will be responsible jointly with NWWA in the operation and maintenance of the line. Upon the motion by Mr. Farrall and seconded by Mr. Witmayer, the Board unanimously approved participation in the project as outlined in the Agreement with NWWA.
- 12.1.4. Related to the Ferry Road project, The National Shrine of Our Lady of Czestochowa (the Shrine) was approached to provide a construction staging area for the Contractor. They agreed to provide this area in return for NPWA to provide "in kind" services related to system operations of their existing water system. The Shrine is a non-transient, non-community water system regulated by the DEP. They have indicated a desire to get out of the water business and become a customer of NPWA once the transmission line is operational. NPWA will continue its ongoing assessment of the system and recommend the optimal way to connect the Shrine, making them a full-time customer in the future and eliminating the PWS designation that the Shrine currently has.
- 12.1.5. An update of the Worcester Tank project was provided. The focus has been to obtain an access and utility easement from the neighboring Variety property to access the proposed tank site on the Techni-Tool property at

1547 N. Trooper Road. Staff met with the Variety Board Chair and Executive Director and made significant progress. The Committee advised staff to continue with the negotiations and report back to the Board. The Solicitor is preparing legal agreements for Variety review and comment to circulate to Variety. Once the Agreement is finalized, it will be brought before the Board for review, approval and execution.

12.1.6. An update was provided on the West Rockhill Tank project. Mr. Preston reported he met with the Facilities Committee of the Pennridge School District and will be pursuing further discussions with a smaller subcommittee regarding obtaining a tank easement and also securing a utility easement across the West Rockhill Elementary School property. Also, there were discussions and interest in securing a tank site location at the Faith Christian Academy property. An appraisal report was discussed and staff was directed to proceed with discussions about tank site acquisition.

12.1.7. The Freight House Tie-in Project was discussed. The first phase is complete and the second phase is under design and permitting. The second phase involves a bore under the SEPTA railroad track and running 8-inch main through the Crossing at Stanbridge Apartments parking lot off Jenkins Avenue in Lansdale. The details of an easement and compensation agreement were discussed and the Committee concurred with staff recommendations to proceed with finalizing with the property owner. Once negotiations are completed, the Board will take action on the Agreements.

12.2. Executive Committee - Mr. Simcox, Chair of the Executive Committee, reported that the committee had not met.

12.3. Finance Committee – Mrs. Haun, Chair of the Finance Committee, reported that the committee had not met but a meeting is planned for April 25, 2023 prior to the Board meeting.

13. **CORRESPONDENCE** - Various items of correspondence and newspaper articles contained in the Authority meeting booklet were reviewed. Mr. Bellitto brought the Board's attention to the following: articles he has written for an upcoming PMAA publication on privatization, a feature on Ami Tarburton in The Authority magazine and on articles related to the Towamencin Government Study Commission.

14. **COMING EVENTS:**

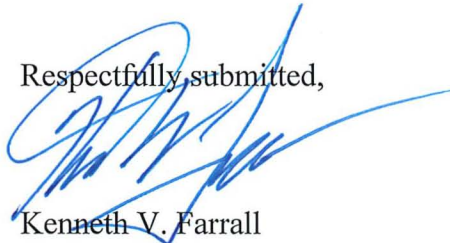
14.1. NPWA/NWWA Joint Board Meetings are scheduled for March 2 and September 7, 2023 at the North Penn Water Authority office.

14.2. PMAA Board Member Training session is scheduled for March 30, 2023 at the Crowne Plaza Philadelphia/Valley Forge.

- 14.3. Roadmasters Meeting is scheduled for April 6, 2023 at Henning's Market in Harleysville.
- 14.4. Public voting is scheduled to take place at the North Penn Water Authority Operations Center on Primary Election Day, Tuesday, May 16 and General Election Day, Tuesday, November 7, 2023.
- 14.5. Annual Municipal Banquet is scheduled for Thursday, May 25, 2023 at 6:30 pm at the Indian Valley Country Club, 650 Bergey Road in Franconia Township.
- 14.6. Forest Park Operating Committee Meeting is scheduled for August 15, 2023 at 6:00 pm at the North Wales Water Authority office.
- 14.7. PMAA 81st Annual Conference and Trade Show is scheduled for September 17-20, 2023 at the Kalahari Resorts and Convention Center, Pocono Mountains.
- 14.8. Forest Park Customer Appreciation Day Golf Outing is scheduled for Monday, September 25, 2023 at The Bucks Club, 2600 York Road in Jamison, PA.
15. **OLD BUSINESS** - There was no Old Business.
16. **NEW BUSINESS** - There was no New Business.
17. **EXECUTIVE SESSION** - There was no Executive Session.

There being no further business, upon the motion of Mr. Mast, seconded by Mr. Farrall, the Board voted unanimously to adjourn at 8:30 pm.

Respectfully submitted,



Kenneth V. Farrall
Secretary

Exhibit "A"

Voting Conflict Memorandum

The Check Register for January 18, 2023 to February 22, 2023 was reviewed and discussed. Upon the motion of Mr. Farrall, seconded by Mr. Mast, the Board ratified the payments with a vote of 8-0, with one abstention.

I, William K. Dingman, member of the North Penn Water Authority, abstained from the above mentioned ratification due to a payment to Gilmore and Associates, Inc. The situation constitutes a conflict of interest under section 1102 of the Public Official and Employee Ethics Act (the "Act"), therefore I abstained from the vote.

A handwritten signature in cursive script, reading "William K. Dingman", positioned above a horizontal line.

William K. Dingman

**BID FORM
HATFIELD TOWNSHIP**

SCHEDULE OF PRICES

<u>Item Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Baseball Field	1	Lump Sum		* 50,878. ⁰⁰


* The attached proposal outlines the scope of the work to be performed

(Price in Words Fifty Thousand Eight Hundred Seventy-Eight) Grand Total * 50,878.⁰⁰

Notes:

1. If discrepancy, price in words shall govern.
2. Bid quantities are not guaranteed.
3. Owner may elect to delete or add any bid item form the awarded contract without effecting the remaining bid items.

I (we) proposed to furnish the above items at the prices and in the manner indicated. The undersigned hereby certifies that this proposal is genuine and is made without collusion with any other person, firm or corporation.

<u></u>	<u>4-4-23</u>	<u>215-723-9800</u>
Signature	Date	Telephone Number

President
Title

Clarke's Landscaping & Lawn Care, Inc.
Name of Bidder

3265 Meetinghouse Rd.
Telford PA 18969
Address of Bidder



CLARKE'S LANDSCAPING & LAWN CARE, INC.

3265 Meetinghouse Road
TELFORD, PENNSYLVANIA 18969
215-723-9800 voice 215-723-9804 fax
PA HIC #032182

PROPOSAL SUBMITTED TO Hatfield Township	PHONE 215.855.0900	DATE 2023 Season
STREET 1950 School Road	JOB NAME	
CITY, STATE AND ZIP CODE Hatfield, PA 19440	JOB LOCATION Bishop Park Baseball Field	

We hereby submit specifications and estimates for:

- Layout of the proposed 60/90 grass infield baseball field with input/assistance of the appropriate individuals representing Hatfield Township.
- Excavation of the proposed 60/90 grass infield baseball field to an approximate depth of 6-8" throughout with all excavated soils being properly disposed of off-site.
- Compaction of the existing sub-grade with the appropriate equipment.
- Installation of geo-textile fabric throughout the sub-grade.
- Installation of appropriate regular infield mix that will be approximately 6-8" in depth.
- Construct the proposed pitchers mound as per specifications with clay soil mixture.
- Installation of sports turf blend with Bluegrass sod throughout the entire infield of the proposed baseball field.
 - NOTE:** the proper watering of the installed sod will become the responsibility of Hatfield Township upon completion of the proposed baseball field.
 - NOTE:** Clarke's Landscaping does NOT provide any warranty with the installation of sod.
- The installation of the proposed baseball field does NOT include the supplying or installing the bases, home plate or the pitching rubber.
- Restoration of any disturbances throughout the existing perimeter turf areas during the construction of the baseball field by providing the appropriate materials and labor to complete with the proper stabilization.
 - NOTE:** any watering requirements for applied grass seed will become the responsibility of Hatfield Township upon completion of the proposed work.
- General site clean-up throughout the proposed work area as necessary.
- NOTE:** while it is understood that the time expectancy is for the field to be completed by May 26, 2023, weather and site conditions may cause unexpected delays in the ability to professionally complete all required tasks.
- NOTE:** it is our professional recommendation to install the proposed baseball field during the Fall season of 2023 for optimum results.
- Total - \$50,878.00**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

dollars

Net 10 days. Interest charge after 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Note: This proposal may be

withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

Signature

NON-COLLUSION AFFIDAVIT

State of PENNSYLVANIA Contract/Bid No. Bishop Park Baseball Field
County of MONTGOMERY : s.s.

I state that I am President of Clarke's Landscaping & Lawn Care, Inc.
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Clarke's Landscaping & Lawn Care, Inc., its affiliates,
(Name of my firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Clarke's Landscaping & Lawn Care, Inc. understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied

on by Hatfield Township
(Name of public entity)

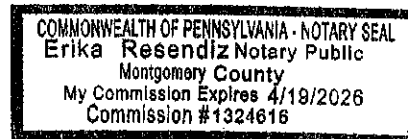
in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from

Hatfield Township of the true facts relating to the
(Name of public entity)
submission of bids for this contract.

Dye Cui President
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4th DAY
OF APRIL, 20 23

Erika Resendiz
Notary Public



My Commission Expires 04/19/2026

AFFIDAVIT

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of PENNSYLVANIA)
)
) ss:
)
County of MONTGOMERY)

being duly sworn according to law deposes

he has
and says that they have accepted the provisions of the Workmen's
it

Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

has his
its supplements and amendments, and have insured their liability
it

thereunder in accordance with the terms of said Act with

Lackawanna American Insurance Co.
(SURETY COMPANY)

David E. CLARKE
(TYPE OR PRINT)

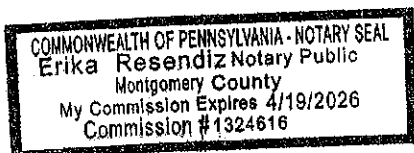
Clarke's handscaping
CONTRACTOR - a Lawn Care, Inc.

BY [Signature]
(SIGNATURE)

Sworn to and subscribed before me this 4th day of APRIL A.D. 20 23

My Commission Expires 04/19/2026
(DATE)

[Signature]





CLARLAN-01

VDEATELHAUSER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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

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

PRODUCER Univest Insurance, LLC 521 W Main Street PO Box 391 Lansdale, PA 19446	CONTACT NAME: Victoria Rae Deatelhauser, CISR		
	PHONE (A/C, No, Ext): (267) 646-0955	FAX (A/C, No): (866) 931-5521	
	E-MAIL ADDRESS: deatelhauserv@univest.net		
INSURED Clarks Landscaping & Lawn Care, Inc. David Clarke 3151 Funks Rd Hatfield, PA 19440	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Atlantic States Insurance Company		22586
	INSURER B: Donegal Mutual Insurance Company		13692
	INSURER C: Lackawanna American Insurance Company		11219
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPA9256457	10/29/2022	10/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA9256457	10/29/2022	10/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXL9256457	10/29/2022	10/29/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP0007631 05	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			CPA9256457	10/29/2022	10/29/2023	Rented Eq 100,000

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

CERTIFICATE HOLDER

CANCELLATION

Hatfield Township
1950 School Road
Hatfield, PA 19440

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

AUTHORIZED REPRESENTATIVE

Victoria R. Deatelhauser

UPDATED PROPOSAL

April 4, 2023

via email

HATFIELD TOWNSHIP
1950 School Road
Hatfield, Pennsylvania 19440

Attention: Mr. Aaron Bibro
Township Manager

**Regarding: GEOTECHNICAL INVESTIGATION &
STORMWATER MANAGEMENT AREA EVALUATION
PROPOSED HATFIELD TOWNSHIP POLICE FACILITY
1625 COWPATH ROAD
HATFIELD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
WHITESTONE PROPOSAL NO.: PRO28454G.P23**

Dear Mr. Bibro:

Whitestone Associates, Inc. (Whitestone) is pleased to submit this updated proposal to conduct a geotechnical investigation and stormwater management (SWM) area evaluation in support of the proposed development at the site referenced above. Specifically, this proposal includes conducting a total of three California Bearing Ratio (CBR) tests and associated Proctor analysis. This proposal is based on information provided by Boyle Construction including the March 23, 2023 *Soil Testing Exhibit* and an undated *Soil Removal Map* prepared by Bowman Consulting Group. Additionally, Whitestone has reviewed in-house data obtained from the subsurface investigation previously conducted at this site. Based on the review, bedrock is anticipated at depths of less than approximately 10 feet below existing ground surface.

PROJECT DESCRIPTION

Based on a review of available online aerial imagery, the subject site consists of an undeveloped and moderately wooded parcel located on Cowpath Road (Route 463), west of East Orvilla Road in Hatfield Township, Montgomery County, Pennsylvania. Based on a review of available online historic aerial imagery dating back to 1948, the site formerly was utilized for agricultural purposes. Sometime between 1973 and 1981, two buildings were constructed along the front of the site with the remainder of the site remaining lightly wooded. The former buildings were removed sometime following 2019.

The proposed site development includes construction of an approximately 18,000-square feet Police station building and an approximately 6,000-square feet garage/firing range building with associated pavements, vehicle parking canopy, utilities, trash enclosure, and SWM facilities. Additionally, the proposed improvement includes an access roadway to Orvilla Road.

Office Locations:

Proposed site grading will result in maximum cuts and fills on the order of approximately four feet to attain design grades and will include several retaining walls with maximum heights of approximately four feet. No subsurface building levels currently are proposed. The proposed SWM facilities include four aboveground basins and a vegetated swale with approximate bottom depths of approximately one foot to five feet below existing grades.

The proposed buildings are anticipated to consist of single-story structures with steel and masonry framing and ground-supported concrete floor slabs. The maximum anticipated design loads are as follows: column load - 100 kips, wall load - 4.0 kips/foot, and floor load - 125 pounds per square foot.

SCOPE OF SERVICES - GEOTECHNICAL INVESTIGATION

Whitestone will conduct a geotechnical investigation for the proposed site development consisting of soil borings conducted with ATV-mounted drilling equipment. Specifically, Whitestone's proposed geotechnical investigation and summary report will include the following items or tasks:

- ▶ drilling up to nine borings within accessible areas of the site including seven borings within the proposed building area to depths of up to 20 feet below ground surface (fbgs), or refusal, and two borings within proposed pavement areas to a depth of up to 10 fbgs, or refusal;
- ▶ identifying pertinent physical and engineering characteristics of the subsurface materials encountered during sampling and testing;
- ▶ collecting split-spoon samples in accordance with ASTM International (ASTM) standards for engineering classification and laboratory testing for representative soil samples;
- ▶ conducting laboratory analysis including three CBR tests and associated Proctor analysis and up to five washed gradations, Atterberg limits, and moisture content determinations of various strata to support engineering classifications and various soil parameters;
- ▶ observing groundwater and rock levels (if encountered) at test locations;
- ▶ providing site-specific recommendations for rock removal (if required);
- ▶ providing recommendations for the type (or types) of foundations suitable for the proposed structures, including design bearing pressure, seismic Site Class derived from Standard Penetration Testing, and settlement estimates (total and differential);
- ▶ providing recommendations for lateral earth pressure parameters and design recommendations for proposed retaining walls;
- ▶ providing recommendations for floor slab design including subgrade preparation, design modulus of subgrade reaction, underdrainage or capillary break recommendations, and moisture vapor barrier requirements;
- ▶ providing recommendations for standard and heavy duty pavement designs and subgrade preparation per the latest edition of the AASHTO *Guidelines for Design of Pavement Structures*;
- ▶ providing recommendations concerning earthwork considerations during construction including site-specific recommendations for rock removal (if required); and

- ▶ discussing groundwater and/or bedrock levels (if encountered) at the time of investigation and the potential impact on the proposed construction.

Whitestone's proposed investigation and laboratory program will be supervised by a Whitestone engineer/geologist who will lay out testing locations, observe site and surrounding conditions, direct sampling, inspect subsurface conditions, and classify the subsurface materials encountered. The results of Whitestone's investigation will be presented in a *Report of Geotechnical Investigation* prepared by a Professional Engineer and will include soil logs, boring location plan, and laboratory results.

SCOPE OF SERVICES - SWM AREA EVALUATION

Whitestone will conduct a field investigation in the proposed SWM areas to review the soil profile and evaluate soil infiltration rates using established engineering practices for subsequent SWM design by others. The SWM area evaluation and testing program will be conducted in accordance with the Pennsylvania *Stormwater Best Management Practices Manual* (BMP Manual) and includes an anticipated scope of work to provide subsurface information within the area of proposed SWM facilities. Specifically, the SWM area evaluation will include the following:

- ▶ witnessing up to 13 test pits, excavated by Hatfield Township (at no cost to Whitestone), within the proposed SWM facilities to a depth of up to four feet below proposed bottom of basis elevation, or refusal;
- ▶ classifying the soils encountered per the United States Department of Agriculture textural system and identifying indications of seasonal high groundwater (SHGW) such as soil mottling as well as potential restrictive zones within the test areas;
- ▶ conducting laboratory analysis including up to four washed gradations, Atterberg limits, and moisture content determinations of various strata to support engineering classifications and various soil parameters;
- ▶ observing groundwater and bedrock levels (if encountered) at test locations;
- ▶ conducting up to 13 *in-situ* double ring infiltration tests at proposed basin bottom depths ranging between approximately one fbgs and five fbgs, or shallow if limiting zones are encountered (i.e., groundwater, SHGW, or bedrock); and
- ▶ discussing groundwater and bedrock levels (if encountered) and the potential impact on the anticipated SWM design.

The results of Whitestone's SWM area evaluation will be presented in a summary report prepared by a Professional Engineer including estimated seasonal high groundwater levels and soil infiltration rates. Additional basin research and design services or specialized infiltration testing, such as basin flood tests or groundwater mounding analyses, are not included in the scope of this proposal.

LIMITED SITE CLEARING & SCHEDULING

The moderately wooded site will require limited clearing of trees and brush to access the test locations. Hatfield Township will conduct site clearing as required to access all test locations prior to the field investigation at no cost to Whitestone. Whitestone requests that the cleared paths be at least eight feet

wide and free of tree limbs and stumps higher than 12 inches above ground surface. If requested, Whitestone can provide limited site clearing services at an additional cost.

Whitestone will mobilize drilling equipment to the site and commence field investigation efforts within approximately seven business days upon receipt of written authorization to proceed. Preliminary findings and recommendations will be provided via email within approximately one week upon completing the field investigation and the final report will be issued within approximately two weeks of the field investigation.

PLANNING ASSUMPTIONS

Whitestone assumes free access will be granted to the subject property for the duration of the project. The site must be accessible to an ATV-mounted drill rig during the hours of 8:00 AM to 5:00 PM, Monday through Friday. Whitestone's cost proposal assumes utilizing non-union labor.

Whitestone will coordinate a mark-out of on-site public utilities, however, the site owner must establish all private utilities. Whitestone assumes no responsibility for the location of or damage to private underground utilities not clearly marked by the site owner prior to commencement of site services.

Borings will be backfilled once with excavated soil. Costs for repairing areas disturbed by the field investigation are not included in this proposal. The owner should anticipate some settlement at test locations, and future maintenance may be required. Excess soil will remain on site (either mounded at test locations or placed at a staging area designated by the site owner) or can be drummed at an additional cost, if requested by the client. Whitestone assumes no responsibility for damage resulting from future settlement at backfilled sample locations.

Unless otherwise requested by the client, all soil samples will be disposed 60 days following completion of field investigation efforts.

This proposal is based on the assumption that conditions suitable for shallow foundation and SWM design recommendations will be encountered within the exploration depths proposed. If marginal or unsuitable conditions are encountered, the exploration programs may be revised to include deeper borings and/or additional investigation and analysis may be recommended at an additional cost. If possible, Whitestone will attempt to make necessary revisions to the exploration program during the site investigation.

COST PROPOSAL

Whitestone will conduct the services outlined above in accordance with the following pricing:

GEOTECHNICAL INVESTIGATION

(est. one day with an ATV-mounted drill rig, clearing by client, three CBRs): **\$ 10,850.00**

SWM AREA EVALUATION

(up to 13 locations; two field days with test pits excavated by the client): **\$ 3,875.00**

REIMBURSABLE EXPENSES ALLOWANCE:

\$ 150.00



Additional consultation or engineering services including attendance at meetings, participation in conference calls, preparation of supplemental correspondence and/or presentation of budgetary cost projections not specified and requested by the client will be billed in addition to the pricing summarized above.

This proposal is subject to the *Terms and Conditions* outlined above and as attached hereto. Any additional services or out-of-scope work items will be confirmed in writing and invoiced in accordance with Whitestone's *Professional Services Rate Schedule* (copy attached) or a supplemental quotation. Please acknowledge your acceptance of this proposal by signing where indicated below.

Whitestone looks forward to being of service to Hatfield Township. Please contact us with any questions regarding this updated proposal.

Sincerely,

WHITESTONE ASSOCIATES, INC.

James M. Morgan
Senior Associate

Laurence W. Keller, P.E.
Vice President

JMM/ah \\WS-WA-FILE01\ChalfontData\Data\Proposal Folders\2023\PRO28454G.P23\Proposals and Contracts\Hatfield TWP PD GI-SWM (PRO28454G.P23) - Rev1.docx
Enclosure
Copy: Tony Ganguzza, P.E., Boyle Construction
 Christian Donovan, Boyle Construction

ACCEPTED:

HATFIELD TOWNSHIP

Please Initial Authorized Scope of Work:

By: _____
(Signature)

_____ Geotechnical Investigation

(Print Name)

_____ SWM Area Evaluation

Title: _____

Date: _____



April 4, 2023 (the "Effective Date")

STANDARD TERMS AND CONDITIONS (the "Terms and Conditions")

These Terms and Conditions form a part of the proposal of **WHITESTONE ASSOCIATES, INC.** (the "Firm"), and **HATFIELD TOWNSHIP** (the "Client"):

I. INTERPRETATION AND CONSTRUCTION.

A. The Firm is involved in the business of providing professional engineering and professional geologist services, which may include environmental, geotechnical and construction support services. Client seeks to engage the Firm, and the Firm accepts such engagement, to provide various types of services on Client's projects (each a "Project") pursuant to the terms hereof and each separate proposal (each a "Proposal") to be executed by the parties.

B. The parties desire for these Terms and Conditions to govern the relationship between the parties. Unless otherwise specifically set forth in a Proposal, in the event of a conflict or inconsistency between the Terms and Conditions and a Proposal, the Terms and Conditions shall take precedence, govern and control. The parties hereby acknowledge that these Terms and Conditions shall be incorporated by reference into each Proposal, as if fully set forth at length therein. The Terms and Conditions, collectively with the Proposal shall be referred to herein as the "Agreement".

II. THE SERVICES.

A. Client hereby retains the Firm to provide the services as set forth in one or more Proposals (hereinafter the "Services"). The "Services" shall also include any additional or different services requested by the Client and the provision of which is agreed-upon by the Firm.

B. In the event that the Proposal includes the provision of Services to be provided by one or more Licensed Site Remediation Professionals ("LSRP"), the LSRP Rider shall be incorporated herein and made a part hereof.

C. In the event that the Proposal includes the provision of underground storage tank services, the Underground Storage Tank Services Rider shall be incorporated herein and made a part hereof.

III. PROFESSIONAL RESPONSIBILITY. The Firm represents that the Services shall be performed within the limits described in accordance with the "Scope of Services" contained in the Proposal, and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms under similar circumstances at the time the Services are performed. No other representations to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Firm does not guarantee the ultimate approval or success of the Client's Project. The Firm is not liable for consequential punitive, compensatory, incidental, liquidated or delay damages caused by the ultimate approval or success of the Client's Project or time lines of the completion of the Services. The Firm's Services cannot be construed to be, and are not, a guarantee or assurance Client will have no or any reduced level of environmental liabilities or that undetected environmental problems do not exist or will not arise in the future.

IV. CLIENT RESPONSIBILITY. Client will provide to the Firm all available information material, data, and assistance for performance of the Services in compliance with all applicable laws, including and without limitation, previous reports and any other data affecting the site upon which the Services are to be performed (the "Site"). In the event that Client does not own the Site, Client represents and warrants that Client, Client's agents, employees, staff, consultants, contractors and subcontractors, have been granted a right of entry to the Site as is necessary for the Firm's performance of the Services. Client will ensure that access to the Site is available to the Firm at all reasonable times, and Client will make available to the Firm's representatives those of Client's employees, if any, who are knowledgeable concerning the Site. Client will designate in writing the person to act as Client's representative with respect to the Services to be performed, and such person will have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to the Services. The Firm shall be entitled to rely upon all information obtained from Client. The Firm does not assume control of or responsibility for the Site or the person in charge of the Site, or undertake any responsibility other than that required by law, for reporting to any federal, state, or local agencies any conditions at the Site that may present an actual or potential danger to public health, safety, or the environment.

V. PAYMENT TERMS. Invoices for Professional Services and expenses incurred shall be generated on a monthly basis, and are due and payable within 30 days of receipt. If an invoice becomes delinquent, the Firm reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice to Client. Client shall release, indemnify and hold the Firm harmless from and against any and all damages of any kind whatsoever resulting from a cessation of the Services for Client's failure to make payment in accordance with this Agreement. In the event the Firm seeks legal action against Client in connection with Client's payment obligations under this Agreement, the Client shall reimburse the Firm for all costs of collection, including but not limited to, all costs an expenses (including reasonable attorneys' fees) and any other related expenses in connection with such action. Further, the Client agrees to pay the Firm the full portion of any and all unpaid amounts plus an interest charge equal to 1.5% per month of all monies thirty (30) days past due, up to and including the time of payment. In the event a retainer is requested by the Firm, those monies will be applied to the final invoice generated by the Firm. Any excess amount will be refunded to the Client within 14 days after the Firm's receipt of payment.

VI. NOTIFICATION OF HAZARDS. Client shall inform the Firm of any known potentially hazardous substance, environmental contamination, or condition that presents or could present a potential danger to human health or the environment, which exists in, at, or near the Site (collectively, "Hazards"). Client releases and shall indemnify, defend and hold harmless the Firm and each Firm Covered Person from and against any and all Losses (as defined in Section XII hereof), including Losses for personal injury, disease, initial and ongoing medical expenses, including, but not limited to, continued health monitoring, death, property damage and economic-based claims that arise out of (a) Client's failure to advise the Firm of Known Hazards, or (b) unanticipated occurrence of Hazards discovered during the provision of the Services.

VII. JOB SITE HEALTH AND SAFETY. The Firm's sole responsibility for maintaining compliance with the Occupational Safety and Health Act of 1970, as amended, and the rules, standards and regulations promulgated thereunder (collectively, "OSHA") is to ensure compliance with such OSHA rules and regulations by Firm employees and Subcontractors. The Firm shall not be responsible for OSHA compliance as it applies to any other party not under Firm's control. Without limiting the generality of the foregoing, the Firm shall have no responsibility for OSHA compliance by or relating to Client or any party providing services on the Site, or any employee, agent, representative, officer, director, owner, or independent contractor of any of the foregoing parties.

VIII. BURIED UTILITIES; SITE DISTURBANCE. Client shall notify the Firm of the location of all known private subsurface utility lines, man-made



objects and underground structures located beneath the Site. Prior to conducting any subsurface work, the Firm will call the local utility "One Call" services and engage an underground marking and utility locator service (if authorized by Client) in an attempt to locate subsurface utility lines and other man-made objects that may exist beneath the Site. Client recognizes that the Firm's research may not identify all subsurface utility lines, man-made objects and underground structures. The Firm will take commercially reasonable precautions to avoid damage or injury to any subsurface utilities or structures known to the Firm. Client further recognizes that subsurface conditions may vary from those encountered at the location of the Site where, and at the time when, borings, sampling, or testing are performed by the Firm in connection with its Site research, and that the data provided by the Firm are based solely on the information available to the Firm. Client acknowledges that the equipment used to perform the Services may affect, alter, or damage the terrain, vegetation, buildings, structures, and equipment in, at, or on the Site.

Firm shall backfill each test location once with soil excavated from the Site and shall patch the upper surface of paved areas above the location from which the test boring was obtained with cold-patch asphalt and/or grout. Such patches and the location and surrounding proximate surface, subsurface, horizontal and vertical area will require ongoing and continuous supervision, inspection, maintenance and repair. Firm assumes no responsibility for damage resulting from future settlement at any or all of the test areas and/or patches and the surrounding proximate surface, subsurface, horizontal and vertical area thereof.

IX. PUBLICATIONS. Client agrees that the Firm may use and publish a general description of the Services performed by the Firm in advertising and qualifications, which advertising may include, without limitation, brochures and other promotional material (including print and electronic media). Client's covenants contained in this Section IX will survive the termination of this Agreement.

X. OWNERSHIP OF DOCUMENTS. All reports, field data, notes, calculations, estimates, drawing documents and other items prepared by the Firm are instruments of service and shall remain the joint property of the Firm and the Client. Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for will be returned upon demand, and will not be used for any other purposes whatsoever. The Firm will retain all pertinent records related to the Services performed during which period, the records will be made available to the Client at reasonable times, providing no outstanding account balances exist. Items prepared by the Firm are not intended for use other than for the above Project. Use in any other Project or reuse by the Client for other Projects will be at Client's sole risk. Any electronic media and documents on computer disk prepared by the Firm are subject to use only by express written permission by the Firm, and are not considered the Client's property. In the event the Client utilizes this information without written permission, or utilizes any of the Firm's work product in any fashion specifically not authorized by the Firm, the Client does so at their own risk and shall defend, indemnify and hold the Firm harmless for any damages or claims that may arise as a result of such utilization.

XI. DISCLOSURE TO THIRD PARTIES. Client acknowledges that the Services may be subject to State, Regional or Federal reporting requirements and the reporting and notification requirements thereof. The Firm's technical and pricing information are confidential and proprietary information of the Firm and Client may not disclose such information without the Firm's express prior written consent.

XII. INDEMNIFICATION. Client and Firm release and agree to indemnify and hold harmless each other and each of their officers, directors, agents, employees, consultants and each of their respective successors and assigns (collectively, the "Covered Persons") from and against any and all claims, liabilities, losses, proceedings, suits, actions, damages or expenses of any kind (under any theory under contract, tort, statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentations, or any other theory), including consequential, incidental, special, exemplary and punitive damages, and also including court costs and reasonable attorneys' fees (collectively "Losses") which arise out of any (i) negligent or willful acts or omissions by the Client's or Firm's owners, agents, directors, officers and employees, (ii) breach of this Agreement by the Client's or Firm's owners, agents, directors, officers and employees, (iii) personal injury or property injury claims relating to the Services, the Site or any Hazards, (iv) violations by the Client's or Firm's owners, agents, directors, officers and employees, of any federal, state or local law, regulation or rule, whether or not such violations arise out of, or occur in connection with, the Services.

XIII. TERM AND TERMINATION.

A. Term. This Agreement shall be in effect as of the Effective Date and shall remain in effect until the anniversary thereof (the "Term") or until such later date as may be set forth in a Proposal (it being understood that this Agreement will not terminate in the event the term set forth in a Proposal is longer than the term set forth herein). Thereafter, this Agreement will automatically renew for additional periods of one year each (each an "Additional Term"), unless either party notifies the other party in writing at least sixty (60) days prior to the end of the Term or applicable Additional Term of its intent not to renew.

B. Termination.

1. This Agreement may be terminated by either party upon fourteen (14) days' written notice, should any terms not be performed in accordance with this Proposal. In the event of termination, the Firm shall be paid in full for (i) the Services rendered through the actual date of termination (ii) for any unpaid expenses, and (iii) reasonable expenses incurred by the Firm from such termination, including, but not limited to, reasonable winding down expenses.

2. Termination by Client shall be by written notice to Thomas K. Uzzo, Whitestone Associates, Inc., 30 Independence Boulevard, Suite 250, Warren, New Jersey 07059, tuzzo@whitestoneassoc.com. Termination by the Firm shall be made by written notice to the addressee of this Agreement. Such notice of termination will become effective when received by the non-terminating party unless a later date is specified therein.

XIV. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

A. The Firm shall only be responsible for delivering the Services to Client. The Firm, acting in good faith, shall not be liable for any action, omission, or loss in connection with the Agreement.

B. DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH IN SECTION III ("PROFESSIONAL RESPONSIBILITY") OF THESE TERMS AND CONDITIONS, THE FIRM MAKES NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE AND THE FIRM HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. LIMITATION OF LIABILITY. THE FIRM'S ENTIRE LIABILITY TO CLIENT FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY THE FIRM, OR IN ANY WAY RELATED TO A PROJECT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO THE FIRM BY CLIENT UNDER THE TERMS OF THE PROPOSAL THAT COVERS THE PROJECT THAT SERVES AS THE BASIS FOR THE CLAIM. IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER. IN ADDITION, IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS,



LIABILITIES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF OR RELATING TO ANY OR ALL ACTS OR OMISSIONS OF CLIENT AND/OR ANY THIRD PARTY, ANY DAMAGE CAUSED BY CLIENT AND/OR ANY THIRD PARTY, OR ANY INJURY TO CLIENT, AND/OR ANY THIRD PARTY, IN CONNECTION WITH OR RELATED TO THE SERVICES, OR THE FIRM'S PERFORMANCE HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE).

XV. TESTIMONY. Client shall compensate the Firm at the Firm's applicable hourly rate in the event that the Firm or any of its personnel agrees or is compelled to testify and/or provide documents in any lawsuit or legal action related to this Agreement, the Services or the Site. In addition, Client shall reimburse the Firm for all reasonable actual out-of-pocket expenses incurred by the Firm in connection with responses to subpoenas and other similar legal orders issued to the Firm in respect to the Services performed under this Agreement. This provision shall survive the termination or expiration of this Agreement.

XVI. NON-SOLICITATION OF FIRM PERSONNEL. Firm and Client will not solicit the employees or independent contractors of the other to become employees or consultants during the Term and for a one (1) year period following the termination or expiration thereof.

XVII. REVOCATION OF CERTIFICATION OR STATEMENTS. The Firm shall have the right to revoke any certification, statements, or professionally sealed documents or plans in the event the Firm is made aware of unauthorized, prohibited use by the Client. The Client assumes the risk of any damages and any and all claims that may occur as a result of the unauthorized use of the Firm's documents.

XVIII. LIMITATION PERIOD. No lawsuit shall be brought by Client against the Firm for damages for any negligent professional acts, errors, or omissions, or breach of contract unless commenced within twenty-four (24) months from the last date of services provided under this Agreement.

XIX. INTEGRATION. This Agreement constitutes the entire understanding and agreement between Client and the Firm and shall not be altered or modified except by an agreement, in writing, signed by both Client and the Firm. This Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without legal effect.

XX. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors, representatives, and assigns. Client shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Firm. The Firm may not assign or transfer this Agreement to any party without the prior written consent of Client, which consent shall not be unreasonably withheld. Further Firm may, without the consent of Client, subcontract any portion of the Services hereunder.

XXI. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision hereof shall be determined by any court or competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.

XXII. ENTIRE AGREEMENT. Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, understandings or agreements in connection herewith. This Agreement may be modified by the written consent of the parties hereto.

XXIII. GOVERNING LAW; VENUE; ALTERNATIVE DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, binding arbitration and shall be privately administered by a single arbitrator who shall administer the arbitration pursuant to the commercial arbitration rules then in effect of the American Arbitration Association that are applicable to a privately administered arbitration.

XXIV. WASTE MATERIAL. Where waste materials are to be handled, transported, treated, and/or disposed of by the Firm, Client agrees to accurately and completely describe said waste in writing to the Firm and warrants to the Firm that the waste material conforms to the specification and description set forth on the descriptions thereof. Legal responsibility and liability for waste material not reasonably conforming to the specifications and descriptions set forth in the written description shall at all times remain with the waste generator. The Client shall review documentation for accuracy upon receipt and notify the Firm immediately of any inaccuracies.

XXV. SAMPLE RETENTION/DISPOSAL. All samples of uncontaminated soil, rock, and water may be discarded thirty (30) days after submission of the Firm's final report unless Client advises the Firm to deliver to the samples to Client at Client's sole expense, or to store them for an agreed upon charge. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment, as defined by federal, state, or local statutes, regulations, or ordinances the Firm will, after completion of testing and at Client's expense, return such samples and materials to Client, or (using a manifest signed by Client as generator and transporter) transport such samples and materials to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that the Firm is acting as a bailee and at no time assumes title to said waste.

XXVI. DURATION OF FEE SCHEDULE. The fee schedule included in a Proposal shall remain in full force and effect for a period of ninety (90) days from the date of the proposal. If the Proposal is accepted and executed within such ninety (90) day period, then the fee schedule included in that Proposal shall remain in full force and effect for a period of one year from the date of that Proposal. If the Proposal is not accepted and executed within such ninety (90) day period, the Firm shall have the right to revise the fee scheduled in its discretion, which may include, but not be limited to, revising the fee schedule included in that Proposal, increase its fees for Services, and adjusting the time for and scheduling of performance of services.

XXVII. COMPLIANCE WITH LAW. In the performance of each party's obligations under this Agreement, each of the Firm and Client agree to comply with all applicable federal, state, and local laws, rules, regulations, and orders of any duly constituted authority.



PROFESSIONAL SERVICES RATE SCHEDULE - 2023

Executive (President or Vice President)	\$ 295.00/hour
Senior Associate	\$ 275.00/hour
Associate	\$ 250.00/hour
Expert Witness Testimony	\$ 350.00/hour
Senior Professional Engineering Manager	\$ 225.00/hour
LSRP/LSP/LEP	\$ 215.00/hour
Project Manager	\$ 195.00/hour
Professional Engineer	\$ 195.00/hour
PCA Manager	\$ 195.00/hour
Senior Professional Geologist	\$ 195.00/hour
Associate Project Manager	\$ 175.00/hour
Professional Geologist	\$ 175.00/hour
Environmental Engineer	\$ 165.00/hour
Geotechnical Engineer	\$ 165.00/hour
Environmental Specialist/Scientist	\$ 150.00/hour
Geologist	\$ 130.00/hour
Project Engineer	\$ 130.00/hour
Asbestos or Lead Paint Inspector	\$ 130.00/hour
Wetlands Scientist	\$ 125.00/hour
ICC/DCA Inspector	\$ 115.00/hour
Environmental Technician	\$ 95.00/hour
Staff Engineer/Inspector	\$ 95.00/hour
Technical Assistant	\$ 90.00/hour
CADD Operator/Draftsman	\$ 90.00/hour
Project Coordinator	\$ 85.00/hour
Administrative Assistant	\$ 65.00/hour
Clerical Assistant	\$ 55.00/hour
Travel/Mileage	\$ 0.655/mile + tolls

Notes:

1. Mileage reimbursement subject to change based upon IRS standard mileage reimbursement rate.
2. Additional project-specific equipment, materials, and/or laboratory analyses or subcontracted services will be quoted on a case-by-case basis.
3. All rates are billed portal-to-portal.
4. Projects located greater than 100 miles from a Whitestone office may be subject to per diem expenses.
5. Construction phase testing and inspection services are subject to a four-hour minimum charge per day.

Office Locations:

NEW JERSEY

PENNSYLVANIA

MASSACHUSETTS

CONNECTICUT

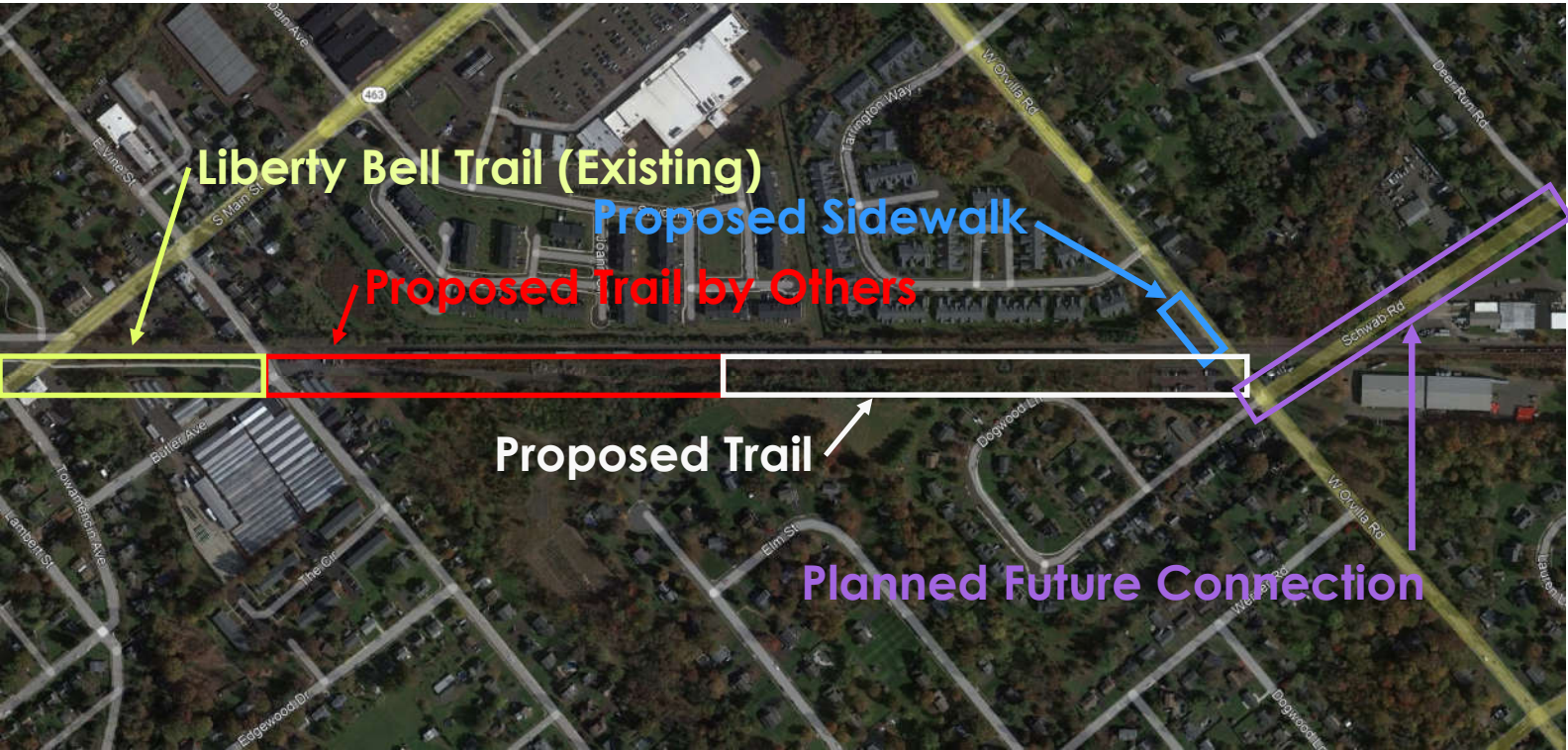
FLORIDA

NEW HAMPSHIRE

NEW YORK

S.R. 1004, SEC. LBT (MPMS #118356)

Hatfield Township



Project Schedule

Project Phase	Planned Timeframe
Preliminary Engineering	December 2022 — August 2023
Final Design—Plans, Specs, Estimate	August 2023 — October 2023
Construction	January 2024 — November 2024

Project Description

The project will install a 10-foot wide shared-use path for approximately 1500 feet along the Pennsylvania Power & Light Company (PPL) property between Orvilla Road (S.R. 1004) and W. Vine Street (Twp.) in Hatfield Township, Montgomery County. A sidewalk connection crossing the rail line will be provided along W. Orvilla Road to connect to the existing sidewalk near Tarrington Way. At the northern end, the path will be extended under a private development project through the George Didden Greenhouses property to W. Vine Street and will connect into the existing Liberty Bell Trail within Hatfield Borough.

Engineering Funding

Hatfield Township

Construction Funding

Transportation Alternatives Set-Aside Funding of \$902,000



Contact

Aaron Bibro, Hatfield Township Manager
215-855-0900 • abibro@hatfield.org

