



CERTIFIED MAIL – RETURN RECEIPT REQUESTED

June 30, 2023

Mr. Joseph S. Czajkowski, Township Manager
Lower Salford Township
379 Main Street
Harleysville, PA 19438

Reference: Towamencin Township Act 537 Special Study - PAWC
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Resolution

Joe
Dear Mr. Czajkowski:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system to PAWC. Part of your municipality is serviced by the Towamencin Township sanitary sewer system.

Attached to this letter please find a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by PAWC" and a sample resolution for plan adoption. In addition, an e-copy of the plan is included in a drop box link for your files.

PADEP requires local Municipal review of the Act 537 Special Study and adoption of a resolution for that part of the Act 537 Plan impacting your municipality. Please place this on the next available Municipal meeting agenda for action by the elected officials.

Upon adoption of the Municipal resolution please return a sign copy of the resolution to Towamencin Township at the following address:

Towamencin Township
1090 Troxel Road
Lansdale, PA 19446

Thank you in advance for your attention to this matter. If you have any questions or require additional information, please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc. at wdingman@gilmore-assoc.com.

Very truly yours,


David G. Kraynik
Towamencin Township Manager

Enclosures:

Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by PAWC"; Draft sample resolution

1090 TROXEL ROAD LANSDALE, PA 19446

PHONE 215.368.7602 FAX 215.368.7650 E-MAIL info@towamencin.org WEB www.towamencin.org

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION 2023-24

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an “*Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by Pennsylvania-American Water Company (PAWC)*” Dated April 2023, last revised June 2023, which provides for the acquisition of the Towamencin Township sewage facilities by PAWC: and

WHERE AS, portions of Lower Salford Township are served by the Towamencin Township sewage facilities, and

WHERE AS, the Act 537 Special Study was developed to address the Department’s planning requirements for the acquisition of public sewerage system to a private entity, PAWC., with PAWC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Lower Salford Township has found the Act 537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Plan, as a revision of the “Official Plan” of the Municipality. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2023-25

Acceptance of the Windsor Drive Extension and the Newly Constructed Grayson Lane and Theodore Circle

WHEREAS, TOLL PA, L.P. (“Grantor”) constructed 48 single-family detached dwellings, roadways, open space, stormwater management facilities, and related improvements (the “Development”) on a certain tract of land, commonly known as the “Alderfer Tract”, situate in Lower Salford Township, Montgomery County, Pennsylvania, with frontage on Landis Road (the “Property”), of which it was the owner; and

WHEREAS, as a part of the Development, Grantor constructed Grayson Lane, Theodore Circle and an extension to Windsor Drive and other related improvements on the Property; and

WHEREAS, the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Lower Salford Township (“Grantee”) for public use and enjoyment the roads to the ultimate right-of-way of the Windsor Drive Extension, Grayson Lane and Theodore Circle located on the Property; and

WHEREAS, the Grantee, by accepting the Deeds of Dedication and recording said Deeds and this Resolution, accepts the parcels of ground, more particularly described in Exhibits “A”, “B”, and “C” and attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lower Salford Township Board of Supervisors accepts the Deeds of Dedication for the described property to have and to hold, forever, as for public streets, roads, highways, trails, sidewalks, or utilities, and with the same effect as if the same had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this ____ day of _____, 2023, by the Board of Supervisors of Lower Salford Township for acceptance and recording.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

Legal Description

Windsor Drive Extension

EXHIBIT "A"



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

July 8, 2014
Revised September 17, 2014
CP12015.01

METES AND BOUNDS DESCRIPTION
WINDSOR DRIVE EXTENSION
TOLL PA, L.P.
ALDERFER TRACT
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WINDSOR DRIVE EXTENSION (50 FOOT WIDE RIGHT-OF-WAY), AT THE DIVIDING LINE BETWEEN LOT 8 AND UNIT 43, BLOCK 7B, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHWESTERLY HEAD OF WINDSOR DRIVE (50 FOOT WIDE RIGHT-OF-WAY), SOUTH 52 DEGREES - 03 MINUTES - 43 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WINDSOR DRIVE EXTENSION, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WINDSOR DRIVE EXTENSION:

2. SOUTH 37 DEGREES - 56 MINUTES - 13 SECONDS WEST, A DISTANCE OF 67.95 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 16 DEGREES - 45 MINUTES - 47 SECONDS, AN ARC LENGTH OF 51.20 FEET, A CHORD BEARING OF SOUTH 29 DEGREES - 33 MINUTES - 19 SECONDS WEST AND A CHORD DISTANCE OF 51.02 FEET TO A POINT, THENCE;
4. SOUTH 21 DEGREES - 10 MINUTES - 26 SECONDS WEST, A DISTANCE OF 120.91 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 04 DEGREES - 54 MINUTES - 06 SECONDS, AN ARC LENGTH OF 40.64 FEET, A CHORD BEARING SOUTH 18 DEGREES - 43 MINUTES - 23 SECONDS WEST AND A CHORD DISTANCE OF 40.62 FEET TO A POINT, THENCE;
6. SOUTH 16 DEGREES - 16 MINUTES - 20 SECONDS WEST, A DISTANCE OF 166.14 FEET TO A POINT OF CURVATURE, THENCE;
7. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 76 DEGREES - 49 MINUTES - 13 SECONDS, AN ARC LENGTH OF 26.82 FEET, A CHORD BEARING OF SOUTH 22 DEGREES - 08 MINUTES - 17 SECONDS EAST AND A CHORD DISTANCE OF 24.85 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON DRIVE (50 FOOT WIDE RIGHT-OF-WAY), THENCE;
8. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON DRIVE, ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 26 DEGREES - 41 MINUTES - 05 SECONDS, AN ARC LENGTH OF 81.50 FEET, A CHORD BEARING

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

Branch Office
352 Turnpike Road, Suite 320, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



OF NORTH 73 DEGREES - 53 MINUTES - 26 SECONDS WEST AND A CHORD DISTANCE OF 80.77 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WINDSOR DRIVE EXTENSION:

9. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, CONNECTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WINDSOR DRIVE EXTENSION, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 76 DEGREES - 29 MINUTES - 42 SECONDS, AN ARC LENGTH OF 26.70 FEET, A CHORD BEARING OF NORTH 54 DEGREES - 31 MINUTES - 11 SECONDS EAST AND A CHORD DISTANCE OF 24.76 TO A POINT, THENCE;
10. NORTH 16 DEGREES - 16 MINUTES - 20 SECONDS EAST, A DISTANCE 166.40 FEET TO A POINT OF CURVATURE, THENCE;
11. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 04 DEGREES - 54 MINUTES - 06 SECONDS, AN ARC LENGTH OF 44.91 FEET, A CHORD BEARING OF NORTH 18 DEGREES - 43 MINUTES - 23 SECONDS EAST AND A CHORD DISTANCE OF 44.90 FEET TO A POINT, THENCE;
12. NORTH 21 DEGREES - 10 MINUTES - 26 SECONDS EAST, A DISTANCE OF 120.91 FEET TO A POINT OF CURVATURE, THENCE;
13. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 16 DEGREES - 45 MINUTES - 47 SECONDS, AN ARC LENGTH OF 65.83 FEET, A CHORD BEARING OF NORTH 29 DEGREES - 33 MINUTES - 19 SECONDS EAST AND A CHORD DISTANCE OF 65.59 FEET TO A POINT, THENCE;
14. NORTH 37 DEGREES - 56 MINUTES - 13 SECONDS EAST, A DISTANCE OF 67.95 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 23,692 SQUARE FEET OR 0.544 ACRE

THIS PROPERTY IS SUBJECT TO RESTRICTIONS COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL LAND DEVELOPMENT PLANS FOR TOLL PA, L.P., ALDERFER TRACT, 381 LANDIS ROAD, MONTGOMERY COUNTY, HARLEYSVILLE, PA 19438, TAX MAP 50, BLOCK 7, UNIT 12, LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PA, EASEMENT PLAN A-D", PREPARED BY BOHLER ENGINEERING, INC., FILE PH120506, DATED 12/26/12, LAST REVISED 9/9/14, SHEETS 7-10 OF 74.

CONTROL POINT ASSOCIATES, INC.



9/17/2014

JAMES F. HENRY, P.L.S. DATE
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR # SU056807

Legal Description

Grayson Lane

EXHIBIT "B"



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
www.cpasurvey.com

July 8, 2014
Revised September 17, 2014
CP12015.01

METES AND BOUNDS DESCRIPTION
GRAYSON LANE
TOLL PA, L.P.
ALDERFER TRACT
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF LANDIS ROAD (33 FOOT WIDE LEGAL RIGHT-OF-WAY, 80 FOOT WIDE ULTIMATE RIGHT-OF-WAY), AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE (50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF NORTH 62 DEGREES - 40 MINUTES - 17 SECONDS EAST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE:

2. NORTH 17 DEGREES - 40 MINUTES - 17 SECONDS EAST, A DISTANCE OF 26.29 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 42 MINUTES - 08 SECONDS, AN ARC LENGTH OF 111.76 FEET, A CHORD BEARING OF NORTH 27 DEGREES - 31 MINUTES - 18 SECONDS EAST AND A CHORD DISTANCE OF 111.21 FEET TO A POINT, THENCE;
4. NORTH 37 DEGREES - 28 MINUTES - 20 SECONDS EAST, A DISTANCE OF 352.42 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 55 DEGREES - 17 MINUTES - 42 SECONDS, AN ARC LENGTH OF 168.89 FEET, A CHORD BEARING OF NORTH 65 DEGREES - 07 MINUTES - 11 SECONDS EAST AND A CHORD DISTANCE OF 162.41 FEET TO A POINT OF CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE:

6. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 26 DEGREES - 41 MINUTES - 05 SECONDS, AN ARC LENGTH OF 81.50 FEET, A CHORD BEARING OF SOUTH 73 DEGREES - 53 MINUTES - 26 SECONDS EAST AND A CHORD DISTANCE OF 80.77 FEET TO A POINT OF CURVATURE, THENCE;

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

Branch Office
352 Turnpike Road, Suite 320, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



7. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 07 DEGREES - 55 MINUTES - 15 SECONDS, AN ARC LENGTH OF 24.19 FEET, A CHORD BEARING OF SOUTH 56 DEGREES - 35 MINUTES - 16 SECONDS EAST AND A CHORD DISTANCE OF 24.17 FEET TO A POINT, THENCE;
8. SOUTH 52 DEGREES - 37 MINUTES - 38 SECONDS EAST, A DISTANCE OF 107.18 FEET TO A POINT OF CURVATURE, THENCE;
9. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 65 DEGREES - 30 MINUTES - 15 SECONDS, AN ARC LENGTH OF 142.91 FEET, A CHORD BEARING OF SOUTH 85 DEGREES - 22 MINUTES - 50 SECONDS EAST AND A CHORD DISTANCE OF 135.25 FEET TO A POINT, THENCE;
10. NORTH 61 DEGREES - 52 MINUTES - 03 SECONDS EAST, A DISTANCE OF 100.78 FEET TO A POINT OF CURVATURE, THENCE;
11. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 81 DEGREES - 52 MINUTES - 19 SECONDS, AN ARC LENGTH OF 250.06 FEET, A CHORD BEARING OF SOUTH 77 DEGREES - 11 MINUTES - 53 SECONDS EAST AND A CHORD DISTANCE OF 229.33 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;
12. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, SOUTH 36 DEGREES - 15 MINUTES - 43 SECONDS EAST, A DISTANCE OF 227.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;
13. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, CONNECTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 135 DEGREES - 04 MINUTES - 02 SECONDS, AN ARC LENGTH OF 412.54 FEET, A CHORD BEARING OF SOUTH 31 DEGREES - 16 MINUTES - 18 SECONDS WEST AND A CHORD DISTANCE OF 323.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;
14. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, NORTH 81 DEGREES - 11 MINUTES - 41 SECONDS WEST, A DISTANCE OF 107.80 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE:

15. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 64 DEGREES - 35 MINUTES - 07 SECONDS, AN ARC LENGTH OF 140.90 FEET, A CHORD BEARING OF SOUTH 66 DEGREES - 30 MINUTES - 45 SECONDS WEST AND A CHORD DISTANCE OF 133.56 FEET TO A POINT, THENCE;
16. SOUTH 34 DEGREES - 13 MINUTES - 12 SECONDS WEST, A DISTANCE OF 187.88 FEET TO A POINT OF CURVATURE, THENCE;
17. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 10 DEGREES - 46 MINUTES - 48 SECONDS EAST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT ON THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF LANDIS ROAD, THENCE;
18. ALONG THE HEAD OF GRAYSON LANE, NORTH 55 DEGREES - 46 MINUTES - 48 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A POINT OF CURVATURE, THENCE;



THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE:

19. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF NORTH 79 DEGREES - 13 MINUTES - 12 SECONDS EAST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT, THENCE;
20. NORTH 34 DEGREES - 13 MINUTES - 12 SECONDS EAST, A DISTANCE OF 187.88 FEET TO A POINT OF CURVATURE, THENCE;
21. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 10 DEGREES - 33 MINUTES - 40 SECONDS, AN ARC LENGTH OF 32.26 FEET, A CHORD BEARING OF NORTH 39 DEGREES - 30 MINUTES - 01 SECONDS EAST AND A CHORD DISTANCE OF 32.21 FEET TO A POINT OF CURVATURE, THENCE;
22. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 54 DEGREES - 01 MINUTES - 27 SECONDS, AN ARC LENGTH OF 165.01 FEET, A CHORD BEARING OF NORTH 71 DEGREES - 47 MINUTES - 35 SECONDS EAST AND A CHORD DISTANCE OF 158.96 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;
23. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, SOUTH 81 DEGREES - 11 MINUTES - 41 SECONDS EAST, A DISTANCE OF 107.80 FEET TO A POINT OF CURVATURE, THENCE;
24. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, CONNECTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 135 DEGREES - 04 MINUTES - 02 SECONDS, AN ARC LENGTH OF 294.67 FEET, A CHORD BEARING OF NORTH 31 DEGREES - 16 MINUTES - 18 SECONDS EAST AND A CHORD DISTANCE OF 231.03 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;
25. ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, NORTH 36 DEGREES - 15 MINUTES - 43 SECONDS WEST, A DISTANCE OF 227.33 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAYSON LANE:

26. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 81 DEGREES - 52 MINUTES - 14 SECONDS, AN ARC LENGTH OF 178.61 FEET, A CHORD BEARING OF NORTH 77 DEGREES - 11 MINUTES - 50 SECONDS WEST AND A CHORD DISTANCE OF 163.80 FEET TO A POINT, THENCE;
27. SOUTH 61 DEGREES - 52 MINUTES - 03 SECONDS WEST, A DISTANCE OF 100.78 FEET TO A POINT OF CURVATURE, THENCE;
28. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 65 DEGREES - 30 MINUTES - 22 SECONDS, AN ARC LENGTH OF 200.07 FEET, A CHORD BEARING OF NORTH 85 DEGREES - 22 MINUTES - 50 SECONDS WEST AND A CHORD DISTANCE OF 189.35 FEET TO A POINT, THENCE;
29. NORTH 52 DEGREES - 37 MINUTES - 38 SECONDS WEST, A DISTANCE OF 107.18 FEET TO A POINT OF CURVATURE, THENCE;

30. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 89 DEGREES - 54 MINUTES - 02 SECONDS, AN ARC LENGTH OF 196.13 FEET, A CHORD BEARING OF SOUTH 82 DEGREES - 25 MINUTES - 21 SECONDS WEST AND A CHORD DISTANCE OF 176.62 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GRAYSON LANE:

31. SOUTH 37 DEGREES - 28 MINUTES - 20 SECONDS WEST, A DISTANCE OF 351.85 FEET TO A POINT OF CURVATURE, THENCE;

32. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 48 MINUTES - 03 SECONDS, AN ARC LENGTH OF 95.04 FEET, A CHORD BEARING OF SOUTH 27 DEGREES - 34 MINUTES - 18 SECONDS WEST AND A CHORD DISTANCE OF 94.57 FEET TO A POINT, THENCE;

33. SOUTH 17 DEGREES - 40 MINUTES - 17 SECONDS WEST, A DISTANCE OF 26.29 FEET TO A POINT OF CURVATURE, THENCE;

34. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 27 DEGREES - 19 MINUTES - 43 SECONDS EAST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT ON THE NORTHEASTERLY ULTIMATE RIGHT-OF-WAY LINE OF LANDIS ROAD, THENCE;

35. ALONG THE HEAD OF GRAYSON LANE, NORTH 72 DEGREES - 19 MINUTES - 43 SECONDS WEST, A DISTANCE OF 90.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 120,177 SQUARE FEET OR 2.759 ACRES

THIS PROPERTY IS SUBJECT TO RESTRICTIONS COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL LAND DEVELOPMENT PLANS FOR TOLL PA, L.P., ALDERFER TRACT, 381 LANDIS ROAD, MONTGOMERY COUNTY, HARLEYSVILLE, PA 19438, TAX MAP 50, BLOCK 7, UNIT 12, LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PA, EASEMENT PLAN A-D", PREPARED BY BOHLER ENGINEERING, INC., FILE PH120506, DATED 12/26/12, LAST REVISED 9/9/14, SHEETS 7-10 OF 74.

CONTROL POINT ASSOCIATES, INC.

REGISTERED PROFESSIONAL SURVEYOR
JAMES F. HENRY
9/17/2014
DATE
COMMONWEALTH OF PENNSYLVANIA
PROFESSIONAL LAND SURVEYOR # SU056807

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PREPARED BY: JLA
REVIEWED BY: DKH

Legal Description

Theodore Circle

EXHIBIT "C"



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center
1600 Manor Drive, Suite 210
Chalfont, PA 18914
Tel. 215.712.9800
Fax. 215.712.9802
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July 8, 2014
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CP12015.01

METES AND BOUNDS DESCRIPTION

THEODORE CIRCLE

TOLL PA, L.P.

ALDERFER TRACT

LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE OF LANDIS ROAD (33 FOOT WIDE LEGAL RIGHT-OF-WAY, 80 FOOT WIDE ULTIMATE RIGHT-OF-WAY) AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE (50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHWESTERLY ULTIMATE RIGHT-OF-WAY LINE OF LANDIS ROAD, CROSSING THE HEAD OF THEODORE CIRCLE, SOUTH 72 DEGREES - 19 MINUTES - 43 SECONDS EAST, A DISTANCE OF 90.00 FEET TO A POINT OF CURVATURE, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE:

2. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 62 DEGREES - 40 MINUTES - 17 SECONDS WEST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT, THENCE;
3. SOUTH 17 DEGREES - 40 MINUTES - 17 SECONDS WEST, A DISTANCE OF 79.57 FEET TO A POINT OF CURVATURE, THENCE;
4. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 33 DEGREES - 17 MINUTES - 54 SECONDS, AN ARC LENGTH OF 145.29 FEET, A CHORD BEARING OF SOUTH 34 DEGREES - 19 MINUTES - 14 SECONDS WEST AND A CHORD DISTANCE OF 143.26 FEET TO A POINT, THENCE;
5. SOUTH 50 DEGREES - 58 MINUTES - 11 SECONDS WEST, A DISTANCE OF 163.08 FEET TO A POINT OF CURVATURE, THENCE;
6. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, CONNECTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 05 DEGREES - 58 MINUTES - 11 SECONDS WEST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT, THENCE;
7. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, SOUTH 39 DEGREES - 01 MINUTES - 49 SECONDS EAST, A DISTANCE OF 191.75 FEET TO A POINT OF CURVATURE, THENCE;

Corporate Office
35 Technology Drive, Warren, NJ 07059
tel: 908.668.0099 fax: 908.668.9595

Branch Office
352 Turnpike Road, Suite 320, Southborough, MA 01772
tel: 508.948.3000 fax: 508.948.3003

Professional Land Surveying and Consulting Services



8. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, CONNECTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 157 DEGREES - 53 MINUTES - 52 SECONDS, AN ARC LENGTH OF 275.58 FEET, A CHORD BEARING OF SOUTH 39 DEGREES - 55 MINUTES - 07 SECONDS WEST AND A CHORD DISTANCE OF 196.29 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, THENCE;
9. ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, NORTH 61 DEGREES - 07 MINUTES - 57 SECONDS WEST, A DISTANCE OF 180.52 FEET TO A POINT OF CURVATURE, THENCE;
10. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, CONNECTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, HAVING A RADIUS OF 96.00 FEET, A CENTRAL ANGLE OF 112 DEGREES - 06 MINUTES - 08 SECONDS, AN ARC LENGTH OF 187.83 FEET, A CHORD BEARING OF NORTH 05 DEGREES - 04 MINUTES - 53 SECONDS WEST AND A CHORD DISTANCE OF 159.27 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE:

11. NORTH 50 DEGREES - 58 MINUTES - 11 SECONDS EAST, A DISTANCE OF 354.71 FEET TO A POINT OF CURVATURE, THENCE;
12. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 33 DEGREES - 17 MINUTES - 54 SECONDS, AN ARC LENGTH OF 116.23 FEET, A CHORD BEARING OF NORTH 34 DEGREES - 19 MINUTES - 14 SECONDS EAST AND A CHORD DISTANCE OF 114.60 FEET TO A POINT, THENCE;
13. NORTH 17 DEGREES - 40 MINUTES - 17 SECONDS EAST, A DISTANCE OF 79.57 FEET TO A POINT OF CURVATURE, THENCE;
14. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF NORTH 27 DEGREES - 19 MINUTES - 43 SECONDS WEST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 100,401 SQUARE FEET OR 2.305 ACRES

EXCEPTING AND RESERVING

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE (50 FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING AT THE TERMINUS OF A CURVE CONNECTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE ARC OF CIRCLE CONNECTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, CURVING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 00 SECONDS, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 84 DEGREES - 01 MINUTES - 49 SECONDS EAST AND A CHORD DISTANCE OF 28.28 FEET TO A POINT, THENCE;



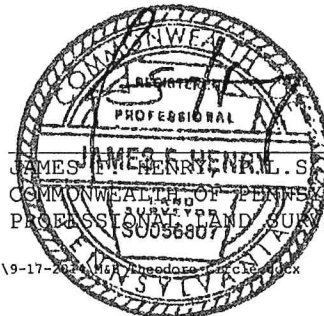
2. ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, SOUTH 39 DEGREES - 01 MINUTES - 49 SECONDS EAST, A DISTANCE OF 191.75 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, CONNECTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 157 DEGREES - 53 MINUTES - 52 SECONDS, AN ARC LENGTH OF 137.79 FEET, A CHORD BEARING OF SOUTH 39 DEGREES - 55 MINUTES - 07 SECONDS WEST AND A CHORD DISTANCE OF 98.15 FEET TO A POINT, THENCE;
4. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE NORTH 61 DEGREES - 07 MINUTES - 57 SECONDS WEST, A DISTANCE OF 180.52 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, CONNECTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, HAVING A RADIUS OF 46.00 FEET, A CENTRAL ANGLE OF 112 DEGREES - 06 MINUTES - 08 SECONDS, AN ARC LENGTH OF 90.00 FEET, A CHORD BEARING OF NORTH 05 DEGREES - 04 MINUTES - 53 SECONDS WEST AND A CHORD DISTANCE 76.32 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, THENCE;
6. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THEODORE CIRCLE, NORTH 50 DEGREES - 58 MINUTES - 11 SECONDS EAST, A DISTANCE OF 101.63 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 33,912 SQUARE FEET OR 0.779 ACRE
 CONTAINING A NET AREA OF 66,489 SQUARE FEET OR 1.526 ACRES

THIS PROPERTY IS SUBJECT TO RESTRICTIONS COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "FINAL LAND DEVELOPMENT PLANS FOR TOLL PA, L.P., ALDERFER TRACT, 381 LANDIS ROAD, MONTGOMERY COUNTY, HARLEYSVILLE, PA 19438, TAX MAP 50, BLOCK 7, UNIT 12, LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PA, EASEMENT PLAN A-D", PREPARED BY BOHLER ENGINEERING, INC., FILE PH120506, DATED 12/26/12, LAST REVISED 9/9/14, SHEETS 7-10 OF 74.

CONTROL POINT ASSOCIATES, INC.



9/17/2014

JAMES W. HENRY, L.S. DATE
 COMMONWEALTH OF PENNSYLVANIA
 PROFESSIONAL LAND SURVEYOR # SU056807

S:\12\CP12015-AlderferSite-LowerSalford-PA-JAA\CP12015.01 - BEI - Toll\W6B\9-17-2014\Map\Theodore Circle.dwg

PREPARED BY: JLA
 REVIEWED BY: DKH




Lower Salford Township Board of Supervisors

379 MAIN STREET
HARLEYSVILLE, PA 19438

PHONE: 215-256-8087
FAX: 215-256-4869

TO: Board of Supervisors

FROM: Douglas R. Jones, Director of Public Works 

DATE: July 26, 2023

SUBJECT: 2023-2024 Fuel Bid Award – Consortium Contract

CC: Joseph S. Czajkowski, Township Manager

On behalf of Montgomery County Consortium of Communities, Upper Merion Township solicited bids for the purchase of gasoline, both 87 & 93 Octane, and diesel fuel for municipal operations through PennBID. The Township, which includes the golf course and Community Center, typically orders approximately 35,000 gallons of 87 Octane gasoline and approximately 18,000 gallons of diesel fuel.

This contract is bid, and awarded, based on a differential of the price bid versus an established index price for a given date for each commodity. I've attached both the Recommendation of Award and the Notice of Contract Award from Upper Merion Township for your use. As you can see from these documents, the low bidder and awarded supplier for this contract is Petroleum Traders Corporation with the price differentials listed below.

Recent historical pricing (differential) is shown below.

<u>Year</u>	<u>Regular (87 Octane)</u>	<u>Super (93 Octane)</u>	<u>Diesel Fuel</u>
2023-2024	\$0.1311/gal	\$0.0142/gal	\$0.1695/gal
2022-2023	\$0.1251/gal	\$0.0243/gal	\$0.2014/gal
2021-2022	\$0.1113/gal	\$0.0265/gal	\$0.1182/gal

Given the above, I would recommend that the Board affirm the award of the 2023-2024 Consortium Fuel Contract made by Upper Merion Township to Petroleum Traders Corporation.

Please let me know if you have any questions.

Attachment: UMT Recommendation of Award
UMT Notice of Contract Award



UPPER MERION PUBLIC WORKS

June 1, 2023

MEMORANDUM

From: Geoffrey Hickman, Director of Public Works
 To: Anthony Hamaday, Township Manager
 Encl: Bid Tabulation

Subj: RECOMMENDATION OF AWARD FOR THE 2023-2024 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

1. On behalf of the Montgomery County Consortium of Communities, Upper Merion Township received sealed bids online for the 2023-2024 Montgomery County Consortium Fuel Contract on May 26, 2023. Two vendors submitted bids: Petroleum Traders Corporation (PTC) of Fort Wayne, IN and Riggins, Inc. of Vineland, NJ. Both bidders submitted responsive bids, and the apparent low bidder for Bid Item 1 (87 Octane Gasoline), Bid Item 2 (93 Octane Gasoline) and Bid Item 3 (B2 Bio-diesel) is Petroleum Traders Corporation. The margins and ranks for all received bids are provided in Table 1:

Bid Items	PTC		Riggins	
	Margin	Rank	Margin	Rank
Bid Item 1: Regular Unleaded (87 Oct)	\$0.1311	1	\$0.1480	2
Bid Item 2: Super Unleaded (93 Oct)	\$0.0142	1	\$0.0290	2
Bid Item 3: B2 w/ 2% Bio-diesel	\$0.1695	1	\$0.2350	2

TABLE 1

2. Using the OPIS Philadelphia Daily Average fuel prices published on Thursday, April 13, 2023 and the estimated fuel quantities provided by the participating members of the Consortium, the extended fuel prices for each bidder are provided in Table 2 for comparative analysis. The lowest estimated total bid was submitted by PTC:

Bid Items	Quantity (GAL)	OPIS Price (\$)	Bidder Margin (\$)	Estimated Total (\$)
PTC Bid Item 1	775,200	\$2.6074	\$0.1311	\$2,122,885.20
PTC Bid Item 2	516,720	\$3.0874	\$0.0142	\$1,602,658.75
PTC Bid Item 3	859,545	\$2.7955	\$0.1695	\$2,548,550.93
PTC Bid Total	---	---	---	\$6,274,094.88
Riggins Bid Item 1	775,200	\$2.6074	\$0.1480	\$2,135,986.08
Riggins Bid Item 2	516,720	\$3.0874	\$0.0290	\$1,610,306.21
Riggins Bid Item 3	859,545	\$2.7955	\$0.2350	\$2,604,851.12
Riggins Bid Total	---	---	---	\$6,351,143.41

TABLE 2 Estimated Total = Quantity x OPIS Price + Bidder Price

3. The Township used PennBid to conduct the solicitation. Twenty (20) prospective bidders viewed the solicitation online, twenty (20) bidders downloaded the bid documents, two (2) bidders submitted RFIs, and two (2) firms submitted bids.



UPPER MERION PUBLIC WORKS

4. In consideration of the available information, the Department of Public Works recommends the award of the 2023-2024 Montgomery County Consortium Fuel Contract to Petroleum Traders Corporation, of Fort Wayne, Indiana for the estimated contract amount of \$6,274,094.88.

A handwritten signature in blue ink, appearing to read 'G. Hickman', with a long horizontal flourish extending to the right.

Geoffrey Hickman
Director of Public Works
Upper Merion Township

Copy to:
Brandon Ford – Springfield Township (Montco)
E.J. Mentry – Lower Providence Township
Christine Saladino – Upper Merion Township

Unit Price Analysis

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	Petroleum Traders Corporation	Riggins, Inc	Average
Bid Item #1	Regular Unleaded (87 Octane)	Base	Gallon	775,200.00		\$0.1311	\$0.1400	\$0.1396
Bid Item #2	Super Unleaded (93 Octane)	Base	Gallon	516,720.00		\$0.0142	\$0.0200	\$0.0216
Bid Item #3	B2 w/ 2% Bio-Diesel	Base	Gallon	859,545.00		\$0.1695	\$0.1500	\$0.2022



UPPER MERION PUBLIC WORKS

NOTICE OF CONTRACT AWARD

From: Geoff Hickman, Director of Public Works
To: Joseph Vanderpool
Encl: (1) Independent Contractor/Professional Services Sales of Goods & Merchandise Agreement
(2) Exhibit D: Required Forms

Subj: 2022-2023 MONTGOMERY COUNTY CONSORTIUM FUEL CONTRACT

Dear Mr. Vanderpool:

On Thursday, June 9, 2021, the Upper Merion Township Board of Supervisors awarded the 2021-2022 Montgomery County Consortium Fuel Contract to Petroleum Traders Corporation of Fort Wayne, Indiana for the price differentials of \$0.1251 (Regular Unleaded), \$0.0243 (Super Unleaded), and \$0.2014 (B2 Diesel). The Term of this contract shall be from September 1, 2022 through August 31, 2023.

Within ten (10) business days of receipt of this Notice of Contract Award, the awardee must complete and submit to Upper Merion Township the signed copies of the following enclosures:

- Enclosure (1): Independent Contractor/Professional Services Sales of Goods & Merchandise Agreement
- Enclosure (2): Exhibit D: Required Forms (Non-Collusion Affidavit, Consent of Surety, Workers' Compensation Insurance Coverage Information, Commercial Driver's License Compliance, and Public Works Employment Verification Form)

In addition, please furnish Upper Merion Township with a performance bond in an amount equal to one hundred percent (100%) of the contract award amount, as well as a completed Certificate of Insurance listing Upper Merion Township Board of Supervisors as additionally insured. The contract award amount is \$315,160.75, calculated as the quantity of each fuel multiplied by Colonial's unit price.

If there are any questions or concerns regarding this matter, please contact me at 610.205.8501.

Respectfully,

A handwritten signature in black ink, appearing to read "G. Hickman", written over a horizontal line.

Geoff Hickman
Director of Public Works
Upper Merion Township

Copy to:
UMT Township Manager: T. Hamaday
UMT PW Superintendent: T. Lachenmayer




Lower Salford Township Board of Supervisors

379 MAIN STREET
HARLEYSVILLE, PA 19438

PHONE: 215-256-8087
FAX: 215-256-4869

TO: Board of Supervisors

FROM: Douglas R. Jones, Director of Public Works 

DATE: July 26, 2023

SUBJECT: 2023 #2 Heating Oil Bid Award – Consortium Contract

CC: Joseph S. Czajkowski, Township Manager

On behalf of Montgomery County Consortium of Communities, Upper Gwynedd Township solicited bids for the purchase of #2 heating oil for municipal operations through PennBID. The Township, which includes the golf course and Community Center, typically orders an estimated 11,000 gallons of heating oil for the Public Works garages, Bergey Mill, Heckler, Reiff & James Houses, and the Scout Cabin

This contract is bid, and awarded, based on a differential of the price bid versus an established index price for a given date for this commodity. I've attached the Notice of Award letter from Upper Gwynedd and the Contract to be executed by Lower Salford. As you can see from the letter, Wilson of Wallingford, Inc. was the only supplier that bid on this contract with a price differential of \$0.38/gallon over the posted average index price. these documents, the low bidder and awarded supplier for this contract is Petroleum Traders Corporation with the price differentials listed below.

Recent historical pricing (differential) is shown below.

<u>Year</u>	<u>#2 Heating Oil</u>
2023	\$0.38/gal
2022	No bids were received. Township contracted with a supplier after receiving 3 quotes. The price differential was \$0.36/gallon.

Given the above, I would recommend that the Board affirm the award of the 2023 #2 Heating Oil Contract made by Upper Gwynedd Township to Wilson of Wallingford, Inc. and to enter into a contract directly with them for this service.

Please let me know if you have any questions.

Attachment: UGT Notice of Award Letter
Draft Contract Document

UPPER GWYNEDD TOWNSHIP
BOARD OF COMMISSIONERS

1 PARKSIDE PLACE, NORTH WALES, PA 19454

PHONE 215-699-7777

www.uppergwynedd.org

2023-41

June 26, 2023

SENT VIA EMAIL

Lower Salford Township

RE: Montgomery County Consortium
2023 #2 Heating Oil Bid

To whom it may concern:

Please be advised that the bid for 2023 #2 Heating Oil has closed. We received one bid from Wilson of Wallingford in the amount of \$2.661 per gallon. All documents have been reviewed and are in order. The contract will be awarded at the Upper Gwynedd Township Board of Commissioners Meeting on July 18, 2023.

Each participating municipality is responsible for getting their own contract fully executed. I have attached the contract. Please make sure all information is correct. Contracts can be mailed to Wilson of Wallingford, Inc., Attn: David Polidore, 221 Rodgers Lane, Wallingford, PA 19086. You may also reach Mr. Polidore at 610-740-4233 as he is the Regional Sales Representative.

Should you have any questions, please do not hesitate to contact my office.

On behalf of the Board of Commissioners,

Sincerely,



Sandra Brookley Zadell
Township Manager

SBZ/djl

Enclosure(s): 2023 #2 Heating Oil Contract

cc via email: Willard Troxel
File

CONTRACT

THIS CONTRACT is dated as of the _____ day of _____ in the year 2023 by and between Township of Lower Salford (hereinafter called OWNER) and _____ Wilson of Wallingford _____ (hereinafter called CONTRACTOR.)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. GOODS.

CONTRACTOR agrees to sell and OWNER agrees to purchase quantities and to honor prices as designated below:

Average Posted Price in the Oil Price Daily (OPIS)

No. 2 Fuel Oil	
Publication Date: June 5, 2023:	\$ 2.281
Plus delivery, and so forth of:	+\$ 0.38
	<u>=\$ 2.661</u>
	(per gallon)

$$11,000 \text{ gals. X Unit Bid Price } \$2.661 = \$ \underline{29,271.00}$$

(Total Bid Amount)

in accordance with the Contract Documents as defined herein. Deliveries of goods are to be made at a location specified by OWNER; otherwise all deliveries shall be F.O.B. designated location.

CONTRACTOR agrees to sell and OWNER agrees to purchase during the Contract Term the goods hereinafter set forth in such quantities as may be required by OWNER for any purpose as may be herein set forth, and as set forth in the Contract Documents, as may be amended. OWNER is not obligated to purchase any specified amount of such Goods; however, it is estimated that the following quantities will be required at the prices designated:

See Exhibit C in bid documents

OWNER reserves the right to purchase upon the terms set forth herein any additional quantities which it may require during the Contract Term.

CONTRACTOR shall and will proceed to deliver the Goods as specified in the notice to proceed and to complete the Contract in a timely manner in good workmanlike manner in all respects in accordance with the provisions of this Contract and to the satisfaction of OWNER.

Article 2. CONTRACT TERM.

The Contract Term shall be as specified in Paragraph 1.B.3, General Instructions, of the Notice to Bidders.

Article 3. CONTRACT PRICE/PAYMENT PROCEDURES.

OWNER shall pay CONTRACTOR in accordance with Paragraph 1.E of the Notice to Bidders.

Article 4. PERFORMANCE BOND.

CONTRACTOR shall furnish a performance bond, in an amount at least equal to the Total Bid, as security for the faithful performance and payment of all of CONTRACTOR'S obligations under the Contract Documents. The performance bond shall remain in effect for the Term of the Contract, or until completion of the Work to the satisfaction of the OWNER. The performance bond shall be in a form as provided in the Contract Documents, except as provided otherwise by applicable laws or regulations, and shall be executed by such surety that is duly licensed or authorized in the Commonwealth of Pennsylvania and as is named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the bond.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Notice to Bidders.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.3 CONTRACTOR is aware of the general nature of Work to be performed.
- 5.4. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Notice to Bidders and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Notice to Bidders, including any Addenda thereto, are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 6.1 This Agreement.
- 6.2 Bid Form.
- 6.3 Performance Bond and Insurance Certificate(s).
- 6.4 Notice to Bidders.
- 6.5 Non-Collusion Affidavit

Article 7. MISCELLANEOUS.

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.
- 7.4 This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Signatures required on the following page

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed three copies of this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR.

OWNER
TOWNSHIP OF LOWER SALFORD

By: _____

Date: _____

ATTEST: _____

Address for giving notices: 379 Main Street, Harleysville, PA 19438

CONTRACTOR _____

Date: _____

By: _____

Attest _____

Address for giving notices:




Lower Salford Township Board of Supervisors

379 MAIN STREET
HARLEYSVILLE, PA 19438

PHONE: 215-256-8087
FAX: 215-256-4869

TO: Board of Supervisors

FROM: Douglas R. Jones, Director of Public Works 

DATE: July 26, 2023

SUBJECT: 2023 Leaf Bag Bid Award – Consortium Contract

CC: Joseph S. Czajkowski, Township Manager

On behalf of four Montgomery County communities, Cheltenham Township put out a bid for the purchase of 30-gallon biodegradable leaf bags. The Township typically orders between 4,000 and 5,000 bags for sale to our residents.

The bid was posted on the PennBid website and only received interest from one (1) bidder, MID Hardware out of Philadelphia. The bid was tiered based on each municipality and their estimated needs. Lower Salford's price for an estimated 4,000 bags is \$0.5856/bag.

Recent historical pricing is shown below.

- 2022: \$0.755/bag * Spike in price was due to an anomaly in the bid specs.
- 2021: \$0.522/bag
- 2020: \$0.462/bag

Given the above, I would recommend that the Board affirm the award of the 2023 Biodegradable Paper Leaf Bag contract made by Cheltenham Township to MID Hardware.

Please let me know if you have any questions.

Bid Response Summary

Bid Number Cheltenham Township, Montgomery County
Bid Title 2023 Furnishing Biodegradable and Recyclable Paper Leaf and Grass Collection Bags
Due Date Monday, June 12, 2023 11:00:00 AM [(UTC-05:00) Eastern Time (US & Canada)]
Bid Status Closed to Bidding
Company MID Hardware Inc
Submitted By Don Son - Tuesday, June 6, 2023 3:17:19 PM [(UTC-05:00) Eastern Time (US & Canada)]
 support@midhardware.com 2152255775

Comments

Question Responses

Group	Reference Number	Question	Response
Supporting Documents			
	Support Doc 1	Upload Supporting Document(s) Here	
	Support Doc 2	Upload Supporting Document(s) Here	
	Support Doc 3	Upload Supporting Document(s) Here	
	Support Doc 4	Upload Supporting Document(s) Here	
Bidder Acknowledgements			
	1	The undersigned declares: 1st: That no person other than the persons named herein has any interest in this proposal, or in the contract proposed to be taken. (Enter I Agree or I Do Not Agree)	I Agree
	2	The undersigned declares: 2nd: That _____ has personally examined the specifications for the proposed material and is satisfied as to the character of the material required. (Enter I Agree or I Do Not Agree)	I Agree
	3	The undersigned declares: 3rd: That _____ will furnish all the materials necessary to conform to the specifications, for the following prices. (Enter I Agree or I Do Not Agree)	I Agree
	4	The undersigned declares: 4th: That _____ will enter into a contract for furnishing all or such parts of the foregoing materials as the Townships/Boroughs may decide to award. (Enter I Agree or I Do Not Agree)	I Agree
	5	The undersigned declares: 5th: All material is subject to the regulations and requirements of the respective Townships/Boroughs, and all material shall be subject to the respective Township/Borough Managers, or his duly authorized representative, or by any other representative that the municipality may designate. (Enter I Agree or I Do Not Agree)	I Agree
	6	The undersigned declares: 6th: That the bid or proposal is in all respects fair and without collusion or fraud, that no officer or employee of the Township is, or shall become, directly or indirectly interested as contracting party, partner, stockholder, surety or otherwise, in the performance of the contract, or in the supplies, work or business to which it relates, or shall share in any portion of the anticipated or actual profits thereof.(Enter I Agree or I Do Not Agree)	I Agree
	7	Bidder shall acknowledge any addenda by number and date. If no addenda issued, enter NONE	NONE
	8	FIRM NAME ADDRESS TELEPHONE NO. FAX NO. BY (Name) and (Title) DATE EMAIL	MID Hardware 2800 W Dauphin St Suite 420, Philadelphia PA 19132 215-225-5775 by Indon Son, Manager 5/25 support@midhardware.com

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	User Field 1	User Field 2	User Field 3
ITEM NO. 1: 30 GALLON CAPACITY											
	1	Cheltenham Township - 30 GALLON CAPACITY Biodegradable and Recyclable Paper Leaf and Grass Collection Bags, in accordance with the General Conditions and Detailed Specifications	Base	per Bag	25000.00	0.5592	13980.000000				*EXCLUDE ALL FEDERAL EXCISE AND PA SALES TAXES.
	2	Jenkintown Borough - 30 GALLON CAPACITY Biodegradable and Recyclable Paper Leaf and Grass Collection Bags, in accordance with the General Conditions and Detailed Specifications	Base	per Bag	12000.00	0.5664	6796.800000				*EXCLUDE ALL FEDERAL EXCISE AND PA SALES TAXES.
	3	Lower Moreland Township - 30 GALLON CAPACITY Biodegradable and Recyclable Paper Leaf and Grass Collection Bags, in accordance with the General Conditions and Detailed Specifications	Base	per Bag	12000.00	0.5664	6796.800000				*EXCLUDE ALL FEDERAL EXCISE AND PA SALES TAXES.

4	Lower Salford Township - 30 GALLON CAPACITY Biodegradable and Recyclable Paper Leaf and Grass Collection Bags, in accordance with the General Conditions and Detailed Specifications	Base	per Bag	4000.00	0.5856	2342.400000	*EXCLUDE ALL FEDERAL EXCISE AND PA SALES TAXES.		
ITEM NO 2: Print custom lettering									
1	Print custom lettering on 30 gallon bags similar to Attachments A and B. All lettering to be at least 36 pt. size, in accordance with the General Conditions and Detailed Specifications.	Base	Per Bag	1.00	0.6100	0.610000	76000 Bags / Current lead time to ship is 6 - 8 weeks, even with non-custom printed bags.	*EXCLUDE ALL FEDERAL EXCISE AND PA SALES TAXES.	Minimum quantity bag order for custom printing, if any Enter Quantity in "Comments"
1A	If Applicable: One-time charge for Art Work in preparing the print	Option	LS	1.00	200.0000				
Total Base Bid		\$29,916.61							



Upper Salford Township

Supervisors

Theodore F. Poatsy Jr.
Kevin C. O'Donnell
Richard E. Sacks

July 13, 2023

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Dear Board of Supervisors:

On July 11, 2023, the Upper Salford Board of Supervisors authorized the Special Fire Police Unit of Upper Salford Volunteer Fire Company to request the assistance of your Fire Police Unit to assist with traffic and crowd control on Saturday, September 9, 2023 at the Old Goshenhoppen Oyster Picnic, Church Road, Woxall, PA. (Rain date: September 10, 2023).

We respectfully request your approval of your fire police to assist with this event. The starting time is 11:00 a.m., ending at approximately 6:00 p.m.

A separate letter has been sent to the Fire Police Captain with the event details.

Sincerely,

Lori F. Smith
Assistant Secretary

