



**HATFIELD TOWNSHIP BOARD OF COMMISSIONERS
MEETING AGENDA
DECEMBER 27, 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. ACTION ITEMS

**All of the following items are associated with the construction of a new police station complex*

A. General Construction Contract

Motion to award the bid to Gordon H. Bayer, Inc. in the amount of \$8,624,340 as recommended by the Construction Manager, Boyle Construction, Inc.

B. Mechanical Construction Contract

Motion to award the bid to Guy M. Cooper in the amount of \$816,000 as recommended by the Construction Manager, Boyle Construction, Inc.

C. Plumbing Construction Contract

Motion to award the bid to AKC Mechanical, LLC in the amount of \$601,000 as recommended by the Construction Manager, Boyle Construction, Inc.

D. Fire Protection Construction Contract

Motion to award the bid to Accelerated Fire Protection, Inc. in the amount of \$196, 712 as recommended by the Construction Manager, Boyle Construction, Inc.

E. Sitework Construction Contract

Motion to award the bid to Bencardino Excavating in the amount of \$5,817,614 as recommended by the Construction Manager, Boyle Construction, Inc.

F. Electric Construction Contract

Motion to reject all three bids as recommended by Construction Manager, Boyle Construction, Inc. and rebid

G. Supply Generator

Motion to approve the purchase for \$190,000 from AJM Electric through costars as recommended by Construction Manager, Boyle Construction, Inc.

H. Security Camera System

Motion to approve the purchase for \$219,223 from Integrated Security Systems as recommended by Hatfield Township's Information Technology Director

I. Authorization to Incur Nonelectoral Debt

Delaware Valley Regional Finance Authority

Ordinance #705

Motion to approve ordinance

VII. TOWNSHIP STAFF REPORTS

VIII. 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.



Boyle Construction, Inc
1209 Hausman Road, Suite B
Allentown, PA 18104

www.boyleconstruction.com

tel 484-223-0726
fax 484-223-0767

December 21, 2023

Mr. Aaron Bibro, Township Manager
Hatfield Township
1950 School Road
Hatfield, PA 19440

Re: Hatfield Township - New Police Station
Recommendation of Award Letter
General Construction Contract-BP1
BCI Project #22119.01

Dear Aaron,

Per your request, we have carefully reviewed six (6) bid(s) received for the General Construction Contract for the above-referenced project. See attached bid tab and a copy of the lowest bid submitted.

The following was submitted by Gordon H Bayer, Inc. for the General Construction Contract on Hatfield Township-New Police Station. The bid documents should be reviewed and approved by the Board to determine if they are acceptable.

- Bid Proposal Form
- Bid Bond
- Agreement of Surety & Power of Attorney
- Non-Collusion Agreement
- Non-Discrimination/Sexual Harassment Clause
- Bidder's Qualifications Statement and Financial Disclosure Form
- Public Works Employment Verification Form

Boyle Construction, Inc. has reviewed all of the above information and submitted bid documents. All documents appear to be complete and in compliance with the invitation to bid and the bid documents.

We have also received the Schedule of Values (SOV) and subcontractors list. Boyle has worked with Gordon H. Bayer, Inc. on several other projects, including the Warrington PD Station. Gordon H. Bayer, Inc. meets all qualification requirements.

Upon Approval by the Board, we will request Performance and Payment Bonds, Insurance Certificate and No-Lien Agreement from Gordon H. Bayer, Inc. through a letter of intent.

Pending approval of the Board of the bid package submission materials, and subject to the review and approval of the materials to be submitted by Gordon H. Bayer, Inc., we recommend Hatfield Township's Board of Commissioners consider an award of the General Construction Contract to Gordon H. Bayer, Inc. as follows:

Total Base Bid which includes the following Allowances:	\$7,210,000.00
---	----------------

GC-1 – Owner Contingency Allowance \$150,000.00
GC-2 – Temp Heat Allowance \$20,000.00
GC-3 – Trench Rock \$15,000.00
GC-4 – Trench Unsuitable Soil Removal \$6,600.00
GC-5 – Placement of Suitable Soils \$11,500.00
GC-6 – 8" Concrete Block Wall \$7,500.00
GC-7 – 8" Decroface Concrete Block Wall \$16,000.00
GC-8 – Structural Steel \$11,600.00

Alternates Accepted:

Alternate #1 – Firing Range – ADD	\$1,360,000.00
Alternate #1B – Spray-On Insulation at Range – ADD	<u>\$ 54,340.00</u>

TOTAL BID	\$8,624,340.00
------------------	-----------------------

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact us.

Regards,
Boyle Construction, Inc.



Tony M. Ganguzza, P.E.
Vice President of Preconstruction Services

cc:

Scott Hutt, Assistant Manager, Hatfield Township (via email)
Chief William Tierney, Police Chief, Hatfield Township (via email)
Allison Klinger, Godshall Kane O'Rourke Architects, LLC (via email)
Christian Donovan, Senior Project Manager, Boyle Construction, Inc. (via email)
Chad Wasilkowski, Jr. Project Manager, Boyle Construction, Inc. (via email)

Attachments: Gordon H. Bayer, Inc. - Bid Documents
Copy GC Bid Tab

General Contractor						Balton Construction	Gordon H. Bayer, Inc	Mohawk Contracting and Development	N.A. Russo Corporation	Twining Construction Co., Inc.	Uhrig Construction
#	Locked	Items	Selected	UnitofMea	QuantityRequired	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
						\$ 8,983,768.0	\$ 8,624,340.0	\$ 9,201,370.0	\$ 10,650,550.0	\$ 9,014,286.0	\$ 11,505,305.63
						0	0	0	0	0	0
						\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
#						TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost
1		Base Bid Pricing (1)									
		Total Base Bid cost per the scope of work defined within the documents (All Allowances and Unit Prices are to be factored into the Base Bid Total Cost)	\$ 0	LS	1	\$ 7,569,220.0	\$ 7,210,000.0	\$ 7,850,000.0	\$ 8,784,000.0	\$ 7,414,949.0	\$ 9,777,000.0
#1-1											
2		Alternate (2)									
#2-1		Alternate No.1: Firing Range. (for deduct enter NEGATIVE value)	\$ 0	LS	1	\$ 1,367,048.0	\$ 1,360,000.0	\$ 1,280,000.0	\$ 1,798,000.0	\$ 1,537,237.0	\$ 1,668,198.0
#2-2		Alternate No.1B - Provide 5" of K-13 Spray-On-System insulation in the firing range, room R105 "Range"	\$ 0	LS	1	\$ 47,500.0	\$ 54,340.0	\$ 71,370.0	\$ 68,550.0	\$ 62,100.0	\$ 60,107.63



Boyle Construction, Inc
1209 Hausman Road, Suite B
Allentown, PA 18104

www.boyleconstruction.com

tel 484-223-0726
fax 484-223-0767

December 21, 2023

Mr. Aaron Bibro, Township Manager
Hatfield Township
1950 School Road
Hatfield, PA 19440

Re: Hatfield Township - New Police Station
Recommendation of Award Letter
Mechanical Construction Contract-BP2
BCI Project #22119.01

Dear Aaron,

Per your request, we have carefully reviewed seven (7) bid(s) received for the Mechanical Construction Contract for the above-referenced project. See attached bid tab and a copy of the lowest bid submitted.

The following was submitted by Guy M. Cooper, Inc. for the Mechanical Construction Contract on Hatfield Township-New Police Station. The bid documents should be reviewed and approved by the Board to determine if they are acceptable.

- Bid Proposal Form
- Bid Bond
- Agreement of Surety & Power of Attorney
- Non-Collusion Agreement
- Non-Discrimination/Sexual Harassment Clause
- Bidder's Qualifications Statement and Financial Disclosure Form
- Public Works Employment Verification Form

Boyle Construction, Inc. has reviewed all of the above information and submitted bid documents. All documents appear to be complete and in compliance with the invitation to bid and the bid documents.

We have also received the Schedule of Values (SOV) and subcontractors list. Boyle has worked with Guy Cooper, Inc. on a few other projects. Guy M. Cooper, Inc. meets all qualification requirements.

Upon Approval by the Board, we will request Performance and Payment Bonds, Insurance Certificate and No-Lien Agreement from Guy M. Cooper, Inc. through a letter of intent.

Pending approval of the Board of the bid package submission materials, and subject to the review and approval of the materials to be submitted by Guy M. Cooper, Inc. we recommend Hatfield Township Board of Commissioners consider an award of the Mechanical Construction Contract to Guy M. Cooper, Inc. as follows:

Total Base Bid which includes the following Allowances:	\$760,000.00
---	--------------

MC-1 – Owner Contingency Allowance \$40,000.00
MC-2 – Sheet Metal \$6,500.00
MC-3 – Fiberglass Duct Insulation \$3,000.00
MC-4 – Journeyman Sheet Metal Worker \$6,000.00
MC-5 – Journeyman Laborer \$3,200.00

Alternates Accepted:

Alternate #1 – Firing Range - ADD	\$ 56,000.00
Alternate #4 - HVAC Manufacturer	\$ <u> 0.00</u>

TOTAL BID	\$816,000.00
------------------	---------------------

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact us.

Regards,
Boyle Construction, Inc.



Tony M. Ganguzza, P.E.
Vice President of Preconstruction Services

cc:

Scott Hutt, Assistant Manager, Hatfield Township (via email)
Chief William Tierney, Police Chief, Hatfield Township (via email)
Allison Klinger, Godshall Kane O'Rourke Architects, LLC (via email)
Christian Donovan, Senior Project Manager, Boyle Construction, Inc. (via email)
Chad Wasilkowski, Jr. Project Manager, Boyle Construction, Inc. (via email)

Attachments: Guy M. Cooper, Inc. - Bid Documents
Copy Mechanical Bid Tab

Mechanical Contractor				Dual Temp Company, Inc.	Guy M Cooper, Inc	Integrity Mechanical Inc	JBM Mechanical, Inc.	Myco Mechanical, Inc.	Shannon A. Smith, Inc.	West Chester Mechanical		
#	Locked	Items	Selected	UnitofMea	QuantityRequired	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	
						TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	
1		Base Bid Pricing (1)										
		Total Base Bid cost per the scope of work defined within the documents (All Allowances and Unit Prices are to be factored into the Base Bid Total Cost)	\$ 0	LS	1	\$ 809,600.0	\$ 760,000.0	\$ 777,000.0	\$ 811,000.0	\$ 897,000.0	\$ 853,500.0	\$ 1,049,000.0
2		Alternate (2)										
#2-1		Alternate No. 4 HVAC Manufacturer (For Deduct Enter NEGATIVE Value)	\$ 0	LS	1	\$ 0	\$ 0	\$ 0	\$ 0	\$ -5000	\$ 0	\$ 0
#2-2		Alternate No.1: Firing Range. (for deduct enter NEGATIVE value) Mechanical	\$ 0	LS	1	\$ 60,000.0	\$ 56,000.0	\$ 73,500.0	\$ 51,000.0	\$ 70,000.0	\$ 60,800.0	\$ 82,000.0



Boyle Construction, Inc
1209 Hausman Road, Suite B
Allentown, PA 18104

www.boyleconstruction.com

tel 484-223-0726
fax 484-223-0767

December 21, 2023

Mr. Aaron Bibro, Township Manager
Hatfield Township
1950 School Road
Hatfield, PA 19440

Re: Hatfield Township - New Police Station
Recommendation of Award Letter
Plumbing Construction Contract-BP3
BCI Project #22119.01

Dear Aaron,

Per your request, we have carefully reviewed ten (10) bid(s) received for the Plumbing Construction Contract for the above-referenced project. See attached bid tab and a copy of the lowest bid submitted.

Please note the low bidder Chris Wolff Plumbing withdrew their bid (see attached). The following was submitted by AKC Mechanical, LLC for the Plumbing Construction Contract on Hatfield Township-New Police Station. The bid documents should be reviewed and approved by the Board to determine if they are acceptable.

- Bid Proposal Form
- Bid Bond
- Agreement of Surety & Power of Attorney
- Non-Collusion Agreement
- Non-Discrimination/Sexual Harassment Clause
- Bidder's Qualifications Statement and Financial Disclosure Form
- Public Works Employment Verification Form

Boyle Construction, Inc. has reviewed all of the above information and submitted bid documents. All documents appear to be complete and in compliance with the invitation to bid and the bid documents.

We have also received the Schedule of Values (SOV) and subcontractors list. Boyle has not worked with AKC Mechanical, LLC before. We have checked references and gone thru their financial statements and we feel AKC Mechanical meets all qualification requirements.

Upon Approval by the Board, we will request Performance and Payment Bonds, Insurance Certificate and No-Lien Agreement from AKC Mechanical, LLC through a letter of intent.

Pending approval of the Board of the bid package submission materials, and subject to the review and approval of the materials to be submitted by AKC Mechanical, LLC, we recommend Hatfield Township Board of Commissioners consider an award of the Plumbing Construction Contract to AKC Mechanical, LLC as follows:

Total Base Bid which includes the following Allowances:	\$515,000.00
---	--------------

PC-1 Owner Contingency Allowance	\$25,000.00
PC-2 – Trench Rock Removal	\$8,000.00
PC-3 – Sanitary Piping 2”	\$2,000.00
PC-4 – Sanitary Piping 4”	\$3,000.00
PC-5 – Domestic Water Piping ¾”	\$4,000.00
PC-6 – Domestic Water Piping 1”	\$4,500.00
PC-7 – Domestic Water Piping 2”	\$2,000.00
PC-8 – Roof Rainwater Conductor (RCW) Piping 4”	\$1,250.00
PC-9 – Gas Piping 1”	\$1,000.00
PC-10 – Unit Prices provided	

Alternates Accepted:

Alternate # 1 – Firing Range – ADD	\$ <u>86,000.00</u>
------------------------------------	---------------------

TOTAL BID	\$601,000.00
------------------	---------------------

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact us.

Regards,
Boyle Construction, Inc.



Tony M. Ganguzza, P.E.
Vice President of Preconstruction Services

cc:

Scott Hutt, Assistant Manager, Hatfield Township (via email)
Chief William Tierney, Police Chief, Hatfield Township (via email)
Allison Klinger, Godshall Kane O'Rourke Architects, LLC (via email)
Christian Donovan, Senior Project Manager, Boyle Construction, Inc. (via email)
Chad Wasilkowski, Jr. Project Manager, Boyle Construction, Inc. (via email)

Attachments: Chris Wolff Plumbing Withdrawal Letter
AKC Mechanical, LLC - Bid Documents
Copy Plumbing Bid Tab

Plumbing Contractor					AKC Mechanical, LLC	Chris Wolff Plumbing, Inc.	Dual Temp Company, Inc.	Garden Spot Mecanical	Guy M Cooper, Inc	Integrity Mechanical Inc	JBM Mechanical, Inc.	Myco Mechanical, Inc.	Vision Mechanical	West Chester Mechanical	
#	Locked	Items	Selected	Unit/Mez	Quantity/Required	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	
						\$ 601,000.0	\$ 518,000.0	\$ 771,900.0	\$ 789,400.0	\$ 660,000.0	\$ 673,700.0	\$ 847,000.0	\$ 1,083,000.0	\$ 913,156.0	\$ 1,049,000.0
						\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
						\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
1		Base Bid Pricing (1)													
		Total Base Bid cost per the scope of work defined within the documents (All Allowances and Unit Prices are to be factored into the Base Bid Total Cost)				\$ 515,000.0	\$ 463,000.0	\$ 660,900.0	\$ 693,000.0	\$ 574,000.0	\$ 580,700.0	\$ 743,000.0	\$ 963,000.0	\$ 798,706.0	\$ 919,000.0
#1-1			\$ 0	LS	1										
2		Alternates (1)													
#2-1		Alternate No. 1: Firing Range. (for deduct enter NEGATIVE value)	\$ 0	LS	1	\$ 86,000.0	\$ 50,000.0	\$ 111,000.0	\$ 96,400.0	\$ 86,000.0	\$ 93,000.0	\$ 104,000.0	\$ 120,000.0	\$ 114,450.0	\$ 130,000.0



Boyle Construction, Inc
1209 Hausman Road, Suite B
Allentown, PA 18104

www.boyleconstruction.com

tel 484-223-0726
fax 484-223-0767

December 21, 2023

Mr. Aaron Bibro, Township Manager
Hatfield Township
1950 School Road
Hatfield, PA 19440

Re: Hatfield Township - New Police Station
Recommendation of Award Letter
Fire Protection Construction Contract-BP4
BCI Project #22119.01

Dear Aaron,

Per your request, we have carefully reviewed four (4) bid(s) received for the Fire Protection Construction Contract for the above-referenced project. See attached bid tab and a copy of the lowest bid submitted.

The following was submitted by Accelerated Fire Protection, Inc. for the Fire Protection Construction Contract on Hatfield Township-New Police Station. The bid documents should be reviewed and approved by the Board to determine if they are acceptable.

- Bid Proposal Form
- Bid Bond
- Agreement of Surety & Power of Attorney
- Non-Collusion Agreement
- Non-Discrimination/Sexual Harassment Clause
- Bidder's Qualifications Statement and Financial Disclosure Form
- Public Works Employment Verification Form

Boyle Construction, Inc. has reviewed all of the above information and submitted bid documents. All documents appear to be complete and in compliance with the invitation to bid and the bid documents.

We have also received the Schedule of Values (SOV) and subcontractors list. Boyle has worked with Accelerated Fire Protection, Inc. on several other projects. Accelerated Fire Protection, Inc. meets all qualification requirements.

Upon Approval by the Board, we will request Performance and Payment Bonds, Insurance Certificate and No-Lien Agreement from Accelerated Fire Protection, Inc. through a letter of intent.

Pending approval of the Board of the bid package submission materials, and subject to the review and approval of the materials to be submitted by Accelerated Fire Protection, Inc., we recommend Hatfield Township Board of Commissioners to consider an award of the Fire Protection Construction Contract to Accelerated Fire Protection, Inc. as follows:

Total Base Bid which includes the following Allowances: \$196,712.00

FPC-1 – Owner Contingency Allowance \$15,000.00
FPC-2 – Fire Sprinkler Piping 1" pipe \$500.00
FPC-3 – Fire Sprinkler Piping 2" pipe \$500.00
FPC-4 – Fire Sprinkler Piping 4" pipe \$400.00
FPC-5 – Fire Sprinkler Heads, Concealed type \$3,500.00
FPC-6 – Fire Sprinkler Heads, Upright type \$2,500.00
FPC-7 – Fire Sprinkler Installer \$6,800.00

TOTAL BID \$196,712.00

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact us.

Regards,
Boyle Construction, Inc.



Tony M. Ganguzza, P.E.
Vice President of Preconstruction Services

cc:

Scott Hutt, Assistant Manager, Hatfield Township (via email)
Chief William Tierney, Police Chief, Hatfield Township (via email)
Allison Klinger, Godshall Kane O'Rourke Architects, LLC (via email)
Christian Donovan, Senior Project Manager, Boyle Construction, Inc. (via email)
Chad Wasilkowski, Jr. Project Manager, Boyle Construction, Inc. (via email)

Attachments: Accelerated Fire Protection, Inc. - Bid Documents
Copy Fire Protection Bid Tab

Fire Protection Contractor					Accelerated Fire Protection, Inc.	Anchor Fire Protection	Guy M Cooper, Inc	Triangle Fire Protection, Inc.	
#	Locked	Items	Selected	UnitofMeasure	QuantityRequired	Total Cost Selected # Selected (\$)	TotalCost	TotalCost	TotalCost
						\$ 196,712.0	\$ 299,000.0	\$ 267,000.0	\$ 254,880.0
						0	0	0	0
						\$ 0	\$ 0	\$ 0	\$ 0
						TotalCost	TotalCost	TotalCost	TotalCost
1		Base Bid Pricing (1)							
		Total Base Bid cost per the scope of work defined within the documents (All Allowances and Unit Prices are to be factored into the Base Bid Total Cost)		LS	1	\$ 196,712.0	\$ 299,000.0	\$ 267,000.0	\$ 254,880.0
#1-1						\$ 0			



Boyle Construction, Inc
1209 Hausman Road, Suite B
Allentown, PA 18104

www.boyleconstruction.com

tel 484-223-0726
fax 484-223-0767

December 21, 2023

Mr. Aaron Bibro, Township Manager
Hatfield Township
1950 School Road
Hatfield, PA 19440

Re: Hatfield Township - New Police Station
Recommendation of Award Letter
Sitework Construction Contract-BP6
BCI Project #22119.01

Dear Aaron,

Per your request, we have carefully reviewed Four (4) bid(s) received for the Sitework Construction Contract for the above-referenced project. See attached bid tab and a copy of the lowest bid submitted.

Please note that low bidder Semmel Excavating, LLC withdrew their bid (see attached). The following was submitted by Bencardino Excavating for the Sitework Construction Contract on Hatfield Township-New Police Station. The bid documents should be reviewed and approved by the Board to determine if they are acceptable.

- Bid Proposal Form
- Bid Bond
- Agreement of Surety & Power of Attorney
- Non-Collusion Agreement
- Non-Discrimination/Sexual Harassment Clause
- Bidder's Qualifications Statement and Financial Disclosure Form
- Public Works Employment Verification Form

Boyle Construction, Inc. has reviewed all of the above information and submitted bid documents. All documents appear to be complete and in compliance with the invitation to bid and the bid documents.

We have also received the Schedule of Values (SOV) and subcontractors list. Boyle has worked with Bencardino Excavating on one other project. We feel Bencardino Excavating meets all qualification requirements.

Upon Approval by the Board, we will request Performance and Payment Bonds, Insurance Certificate and No-Lien Agreement from Bencardino Excavating through a letter of intent.

Pending approval of the Board of the bid package submission materials, and subject to the review and approval of the materials to be submitted by Bencardino Excavating, we recommend Hatfield Township Board of Commissioners consider an award of the Sitework Construction Contract to Bencardino Excavating as follows:

Total Base Bid which includes the following Allowances:	\$4,890,000.00
---	----------------

SC-1 – Owner Contingency Allowance \$200,000.00
SC-2 – Rock/Unsuitable Soil Allowance \$100,000.00
SC-3 – PCSM/E&S \$25,000.00

Alternates Accepted:

Alternate #1 – Firing Range - ADD	\$ 0.00
Alternate #2 – Access Drive – ADD	\$ 580,000.00
Alternate #3a – Demolish ex Police Station – ADD	\$ 155,000.00
Alternate #3b – Demolish ex Police Pole Barn – ADD	\$ 31,614.00
Alternate #3c – Demolish ex Police Parking Lot – ADD	<u>\$ 161,000.00</u>

TOTAL BID	\$5,817,614.00
------------------	-----------------------

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact us.

Regards,
Boyle Construction, Inc.



Tony M. Ganguzza, P.E.
Vice President of Preconstruction Services

cc:

Scott Hutt, Assistant Manager, Hatfield Township (via email)
Chief William Tierney, Police Chief, Hatfield Township (via email)
Allison Klinger, Godshall Kane O'Rourke Architects, LLC (via email)
Christian Donovan, Senior Project Manager, Boyle Construction, Inc. (via email)
Chad Wasilkowski, Jr. Project Manager, Boyle Construction, Inc. (via email)

Attachments: Semmel Excavating, LLC Withdrawal Letter
Bencardino Excavating - Bid Documents
Copy Sitework Bid Tab

Site Contractor					Bencardino Excavating	Land-Tech Enterprises, Inc.	Nyce Construction Services, Inc	Semmel Excavating LLC
Total Cost Selected # Selected (\$)					\$ 5,817,614.0	\$ 7,296,236.0	\$ 7,207,808.0	\$ 5,628,840.0
Quantity					0	0	0	0
Selected UnitofMeaRequired					\$ 0	\$ 0	\$ 0	\$ 0
#	Locked	Items	Selected	UnitofMeaRequired	TotalCost	TotalCost	TotalCost	TotalCost
1		Base Bid Pricing (1)						
		Total Base Bid cost per the scope of work defined within the documents (All Allowances and Unit Prices are to be factored into the Base Bid Total Cost)	\$ 0	LS 1	\$ 4,890,000.0	\$ 5,988,229.0	\$ 5,387,478.0	\$ 4,419,234.0
2		Alternates (5)						
#2-1		Alternate No. 2: Access drive from New Police Station site to Orvilla Road. (for deduct enter NEGATIVE value)	\$ 0	LS 1	\$ 580,000.0	\$ 949,657.0	\$ 505,366.0	\$ 1,034,231.0
#2-2		Alternate No. 3a: Demolish existing Police Station (for deduct enter NEGATIVE value)	\$ 0	LS 1	\$ 155,000.0	\$ 145,900.0	\$ 600,000.0	\$ 83,640.0
#2-3		Alternate No. 3b: Demolish existing Police Pole Barn (for deduct enter NEGATIVE value)	\$ 0	LS 1	\$ 31,614.0	\$ 95,700.0	\$ 300,000.0	\$ 36,250.0
#2-4		Alternate No. 3c: Demolish existing Police Parking Lot (for deduct enter NEGATIVE value)	\$ 0	LS 1	\$ 161,000.0	\$ 96,750.0	\$ 100,000.0	\$ 63,485.0
#2-5		Alternate No.1: Firing Range. (for deduct enter NEGATIVE value) Sitework	\$ 0	LS 1	\$ 0	\$ 20,000.0	\$ 314,964.0	\$ -8000



Boyle Construction, Inc
1209 Hausman Road, Suite B
Allentown, PA 18104

www.boyleconstruction.com

tel 484-223-0726
fax 484-223-0767

December 21, 2023

Mr. Aaron Bibro, Township Manager
Hatfield Township
1950 School Road
Hatfield, PA 19440

Re: Hatfield Township - New Police Station
Recommendation of Award Letter of EC Bids
BCI Project #22119.01

Dear Aaron,

Per your request, we have carefully reviewed three (3) bid(s) received for the Electrical Construction Contract for the above-referenced project. Due to higher than expected bid results Boyle Construction, Inc. recommends that all 3 bids be rejected and the EC Bid Package BP5 be rebid after further consultation and review with the design team. Please note the Township has the right to reject any and all bids for any reason based on the bid documents.

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact us.

Regards,
Boyle Construction, Inc.

A handwritten signature in black ink that reads "Tony M. Ganguzza".

Tony M. Ganguzza, P.E.
Vice President of Preconstruction Services

cc: Scott Hutt, Assistant Manager, Hatfield Township (via email)
Chief William Tierney, Police Chief, Hatfield Township (via email)
Allison Klinger, Godshall Kane O'Rourke Architects, LLC (via email)
Christopher Van Campen, Consolidated Engineers (via email)
Christian Donovan, Senior Project Manager, Boyle Construction, Inc. (via email)
Chad Wasilkowski, Jr. Project Manager, Boyle Construction, Inc. (via email)

Attachments: Copy Electrical Bid Tab



AJM
Electric, Inc.

Licensed in DE, NJ & PA

2333 Concord Road
Chester Township, PA 19013
610-494-5735 Phone
610-494-5736 Fax

Date: 12/7/2023

To: Boyle Construction
Address: 1209 Hausman Road
Ste: B
Allentown, Pa 18104
Job Name: Hatfield Township Police Station (Generator)
Project Address: 1950 Cowpath Road
Hatfield, Pa 19440
Proposal #: 12HPG07-23
Attn: Christian Donovan
Phone/E-Mail: cdonovan@boyleconstruction.com

Scope:

Supply Generator Manual Transfer Non-Life Safety ATS, Life Safety ATS. Remote Annunciator. Deliver To Site Unload Set On Pad, When Pad Is Ready Load Bank Test Start Up.

Electrical Contractor Responsible For All Power Control Pad Gas Supply And Tie Ins.

Total: \$190,000.00

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications 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 or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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. Payments will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Date: September 19, 2023

Project Owner: Hatfield Township

Proposal Location: New Police Station

Project Contact: Justin Yuengel

Proposal #: 230913-531

***COSTARS Vendor Contract # 040-E23-214**

Description of Project

Hatfield Township has invited Integrated Security Systems, LLC (ISS) to provide a proposal for the installation of a video management system for their new Police Station.

ISS is proposing a Hanwha WAVE solution consisting of a 384TB WAVE network video recorder, four exterior quad lens cameras, five exterior dual lens cameras, one exterior dome, two LPR cameras, sixteen interior dome cameras, two interior dual lens cameras, four cell cameras, four microphones, four client workstations and eight monitors.

Scope of Work

- Provide and install (01) Hanwha 2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 384TB raw (320TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 26 HDD Bay (3.5"), Dual Intel Xeon, 32GB RAM, Dual 240GB SSD OS drives (RAID 1), Windows Server 2019 Standard, Support RAID 0/1/5/6 + 8GB NV cache, Nvidia GPU, MiniDP output, VGA output, Quad GbE NICs, Dual 10Gbe SFP+, IPMI, Redundant 1100W power supplies, Keyboard and mouse included, Rail kit included.
- Provide and install (48) Hanwha WAVE professional licenses.
- Provide and install (04) Hanwha Wisenet P series network vandal outdoor Multi-Directional camera [AI ON] 4CH x 8MP @ 15FPS / [AI OFF] 4CH x 8MP @ 20FPS, Motorized Varifocal Lens 3.3~5.7mm (FoV H: 109°~56°, V: 55°~31°), triple codec H.265/H.264/MJPEG, 120dB WDR; IR viewable length [PoE+] 15m (49ft) / [HPoE] 20m (65ft), USB port for easy installation, Analytics events based on AI engine: Object detection [Person/Vehicle (Car/Bus/Truck/Motorcycle/Bicycle)], IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Appear/Disappear, WiseNR II (using AI engine), WiseStreamIII (Based on AI engine), I/O Box compatibility; TPM with FIPS 140-2 level2, micro SD card 512GB x2, IP66, IK10, NEMA4X, Operating Temperature: -40°C~+55°C(-40°F~+131°F), PoE+ /HPoE, Hard-coated dome bubble with mounts.
- Provide and install (05) Hanwha Network vandal outdoor 2CH AI IR dome camera, (6MP X 2 sensors) 12MP @ 15fps, 3.4~6.8mm(2x) (95.08°~47.64°) motorized varifocal lens, Triple codec (H.265/H.264/MJPEG), IR viewable length 25m (82ft), USB port for easy installation, Day & Night (ICR), extremeWDR (120dB), DIS, Handover, Analytics events based on AI engine: Object detection(Person/Face/Vehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Analytics events : Defocus detection, Motion detection, Tampering,

Audio detection, Sound classification, Appear/Disappear, FIPS 140-2, micro SD card 512GB, IP66, NEMA4X, IK10, Operating temperature: -40°C~+55°C(-40°F ~ +131°F), Power: PoE+, Metal shielded RJ-45, Hard-coated dome bubble with mounts.

- Provide and install (02) Hanwha 4K Moderate Speed (up to 75MPH) LPR Box Camera Kit with Enclosure and IR, Licensed with Wisenet Road AI. Max. 4K resolution, 12-50 mm lens, H.265, H.264, MJPEG codec, WiseStream III, Includes PoE+ Camera enclosure with Wall mount and IR.
- Provide and install (01) Hanwha Powered by WN7, X-Plus series, Outdoor Network AI IR Vandal Dome Camera, 6MP resolution @ 30FPS, 4.4~9.3mm(2.1x) (112.1°~47.5°) motorized varifocal lens, Triple codec (H.265/H.264/MJPEG), IR viewable length 50m (164ft), USB port for easy installation, Day & Night (ICR), extremeWDR (120dB), DIS with built-in Gyro sensor, Handover, Hard-coated dome bubble, Analytics events based on AI engine: Object detection(Person/Face/Vehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Analytics events : Defocus detection, Motion detection, Tampering, Fog detection, Audio detection, Sound classification, Shock detection, Appear/Disappear, FIPS 140-2, 2x micro SD card (512GB x2), P66, IP67, NEMA4X, IK10+, Operating temperature: -50°C~+55°C(-58°F ~ +131°F), Power: PoE+/12VDC, Metal shielded RJ-45 with mount.
- Provide and install (12) Hanwha Powered by WN7, Indoor Network AI IR Dome Camera, 6MP resolution @ 30FPS, 4.4~9.3mm(2.1x) (112.1°~47.5°) motorized varifocal lens, Triple codec (H.265/H.264/MJPEG), IR viewable length 40m (131.2ft), USB port for easy installation, Day & Night (ICR), extremeWDR (120dB), DIS with built-in Gyro sensor, Handover, Hard-coated dome bubble, Analytics events based on AI engine: Object detection(Person/Face/Vehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Analytics events : Defocus detection, Motion detection, Tampering, Fog detection, Audio detection, Sound classification, Shock detection, Appear/Disappear, IP52, IK08, Operating temperature: -10 °C ~ 50 °C(14°F ~ +122°F), Power: PoE/12VDC.
- Provide and install (16) Hanwha Powered by WN7, 1/2.3" 12MP CMOS, Max resolution 3008x3008 @ 30FPS, 1.08mm fixed focal lens, Stereo graphic type lens, enhanced resolution for the peripheral regions, H.265, H.264, MJPEG codec supported, Fisheye, Single panorama, Double panorama, Quad view, On board dewarping, Digital PTZ, extreme WDR (120dB), WiseStream III support, Wise NR II, IR viewable length 42' (13m), Analytics events based on AI engine: Object detection (Person/Face/Vehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Virtual channel support, selectable I/O port, Video Analytics, Heatmap, People counting, Queue management, Hard coated dome cover, Handover, IP66/IK10/NEMA4X, PoE+ (Wise Power), 12VDC.
- Provide and install (02) Hanwha Network vandal outdoor 2CH AI IR dome camera, (6MP X 2 sensors) 12MP @ 15fps, 3.4~6.8mm(2x) (95.08°~47.64°) motorized varifocal lens, Triple codec (H.265/H.264/MJPEG), IR viewable length 25m (82ft), USB port for easy installation, Day & Night (ICR), extremeWDR (120dB), DIS, Handover, Analytics events based on AI engine: Object detection(Person/Face/Vehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Analytics events : Defocus detection, Motion detection, Tampering, Audio detection, Sound classification, Appear/Disappear, FIPS 140-2, micro SD card 512GB, IP66, NEMA4X, IK10, Operating temperature: -40°C~+55°C(-40°F ~ +131°F), Power: PoE+, Metal shielded RJ-45, Hard-coated dome bubble.
- Provide and install (04) Hanwha Wisenet T network outdoor AI, IR corner mount camera, 3MP @ 30fps, fixed lens 2.39mm (H:128°, V:100°), 940nm Wise IR 15m(49.21ft), built-in mic, triple codec H.265/H.264/MJPEG with, extremeWDR 120dB, Improve image quality based on AI (WiseStreamIII, WiseNR II, prefer shutter control) Classified object type: Person/Face/License Plate/Vehicle (car, truck, bus, bicycle, motorcycle), Analytics events based on AI engine: IVA (Virtual line/Area, Enter/Exit, Loitering, Direction, Intrusion), Clothes color detection, single SD card, HLC, defog detection, DIS, PoE, IP66, IP6K9K, IK10+, Anti-ligature design, Operating Temperature - 10°C ~ +55°C (14°F ~ +131°F).

- Provide and install (04) Hanwha Powered by WN7, Outdoor Network AI IR Vandal Dome Camera, 6MP resolution @ 30FPS, 4.4~9.3mm(2.1x) (112.1°~47.5°) motorized varifocal lens, Triple codec (H.265/H.264/MJPEG), IR viewable length 40m (131.2ft), USB port for easy installation, Day & Night (ICR), extremeWDR (120dB), DIS with built-in Gyro sensor, Handover, Hard-coated dome bubble, Analytics events based on AI engine: Object detection(Person/Face/Vehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Analytics events : Defocus detection, Motion detection, Tampering, Fog detection, Audio detection, Sound classification, Shock detection, Appear/Disappear, P66, IP67, NEMA4X, IK10, Operating temperature: -40°C~+55°C(-40°F ~ +131°F), Power: PoE/12VDC, Metal shielded RJ-45.
- Provide and install (04) Omni-directional microphones.
- Provide and install (04) single gangel LED switch.
- Provide and install (01) LSP 24vdc power supply 4A, 8 auxiliary outputs.
- Provide and install (08) ViewZ monitors with mounts.
- Provide and install (04) Hanwha Micro form factor Wisenet WAVE Client Workstation for 2 monitor output, Wisenet WAVE pre-installed, (Gen 13) Intel Core i7, 16GB RAM, 256GB SSD OS Drive, Windows 10 IoT Enterprise, Single GbE NIC, (1) VGA, (1) HDMI, (1) DisplayPort outputs, (1) DisplayPort to HDMI adapter included, Keyboard and Mouse Included.
- Provide and install (04) Hanwa Wave recording server mounts.
- Provide labor to complete installation and programming.
- Provide labor to complete up to eight hours of training.

Project Pricing

Two hundred nineteen thousand two hundred twenty-three dollars:

\$ 219,223.00

Clarification and Assumptions:

- Project pricing is valid for a period of 30 days from the date of this proposal.
- Project pricing is based on all work occurring during normal business hours Monday-Friday 7am – 5pm.
- Project pricing does not include Sales Tax.
- Project to be billed as follows: 50% invoice will be submitted upon acceptance; 40% invoice will be submitted upon completion of infrastructure rough in; 10% invoice will be submitted upon completion of equipment installation.
- Project pricing does not include any cost for permitting and/or licensing that may be required.
- Project pricing does not include any electric required to support security systems. All electric to be provided by others.
- Project pricing assumes all fire relays, if required, to be provided by others.
- Customer to provide PoE and PoE+ switch ports.
- Customer to provide IP information for cameras and servers.
- Customer to provide naming convention for cameras prior to programming.
- Customer to provide and install category 6 cabling to camera location. Cables to be labeled and service coiled provided.
- Customer to provide dedicated outlets and/or UPS in IDF rooms.
- Customer to provide poles for LPR cameras and Gate cameras.
- Customer to provide fiber, power, and media converters for pole cameras.
- Customer to provide all cabling, cabling support, and cabling related materials.
- Customer to provide required rack space for servers.
- Any work not covered in the written scope of work should be assumed not included.

General Terms and Conditions

Integrated Security Systems, LLC (ISS) has been requested by Client to perform certain professional services. The parties agree that the following General Terms and Conditions (Terms) shall apply to all services to be performed (Services) and that Client's acceptance of ISS's proposal or its direction to ISS to commence Services constitutes acceptance of these Terms.

- Entire Agreement.** The proposal and these Terms constitute the entire agreement (Contract) between ISS and Client, and supersede all other contemporaneous and prior offers, quotes, agreements, understandings, negotiations, representations, and communications, whether oral or written. Any different terms and any conditions in any document are objected to and shall not be enforceable; any counter-offer is hereby rejected.
- Performance.** The standard of care for all professional services performed or furnished by ISS shall be the skill and care ordinarily used by members of professions performing similar services and practicing under similar circumstances at the same time and in the same locality. ISS makes no guarantees or warranties, express or implied, with regard to the performance of its Services and makes no guarantees or warranties, express or implied, with regard to its recommendations or solutions unless such recommendations or solutions are fully implemented by ISS. ISS shall not be responsible for the implementation of any of its recommendations or solutions by others. ISS agrees to perform the Services in a timely manner consistent with the applicable professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.
- Client Duties.** In order for ISS to perform the Services, Client shall, at no expense to ISS, (a) provide all necessary information to be relied upon by ISS regarding Client's requirements as necessary for the performance of Services; and (b) provide access to ISS, without cost, limitation, or burden to ISS, to the Client's facilities as required to perform the Services.
- Independent Contractor.** ISS shall be for all purposes an independent contractor in carrying out the terms of this Contract. Nothing contained herein shall be construed as creating the relationship of employer and employee between the Client and ISS. Each party agrees to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to its own respective employees.
- Payment.** Client agrees to pay for the Services in accordance with ISS's standard hourly rate schedule or negotiated fee. On or about the first of each month, ISS shall submit an invoice which shall include the hourly fees and costs incurred in the prior month. Client shall pay each invoice within (30) days of the date of the invoice. Invoices paid later than 30 days may be assessed a one percent (1%) late fee per month. ISS shall be entitled to recover attorneys' fees and reasonable costs incurred in collecting late payments. ISS reserves the right to suspend Services if the Client fails to make payment when due provided that ISS gives seven calendar days' notice to Client as practicable.
- Remedies.** To the fullest extent permitted by law, the total liability, in the aggregate, of ISS and its officers, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to the Services or the Contract, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under ISS's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed ISS's fees for the Services performed hereunder. In no event shall ISS be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, or loss of anticipated profits.
- Use of Work Product.** ISS grants to Client a non-transferable right and license to use all material, reports and other output, whether in written, electronic or other form, resulting from the Services provided.
- Insurance.** ISS maintains commercial general liability, automobile, workers' compensation, and professional liability coverage, evidence of which will be provided upon request. Upon written request, ISS agrees to name the Client as an additional insured to the commercial general liability. Any request to add other parties as additional insured must be made in writing and is subject to certain limitations.
- Hold Harmless and Indemnification.** To the fullest extent permitted by law, Client and ISS each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and ISS, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.
- Successors and Assigns.** The Contract, including these Terms, shall be binding upon the parties and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.
- Choice of Law; Venue.** The interpretation and enforcement of this Contract shall be governed by the laws of the Commonwealth of Pennsylvania, with the exception of its choice-of-law provisions. Client hereby consents to the exclusive jurisdiction of the Pennsylvania state courts located in Montgomery County or the United States District Court for the District of Eastern Pennsylvania in any and all actions or proceedings arising hereunder or pursuant hereto. The parties irrevocably waive any and all rights they may have to a trial by jury in any action, proceeding or claim of any nature relating to this contract or the service.
- Exclusions:** This Contract specifically excludes the following items of Systems:
In addition, this Maintenance Agreement does not apply to the "Conditions Not Covered" listed below (the "Conditions") and if Client calls ISS for service under this Maintenance Agreement and upon inspection by ISS's representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the System, a charge will be made for the service call of ISS's representative whether or not he or she actually works on the System. Should it actually be necessary to make repairs to the System due to one of the Conditions, a charge will be made for such work at ISS's then-applicable rates for labor and material. Conditions Not Covered: (a) Damage or extra service time resulting from

accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ISS, or from parts, accessories, attachments or other devices not furnished by ISS; (b) Client's improper operation per instructions; (c) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (d) Battery failure; (e) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; (f) System changes requested by Client; and (g) any failure by Client to keep Client's premises in compliance with any applicable codes, regulations or laws.

- Escalation Clause:** ISS agrees to use its best efforts to obtain the lowest possible prices from qualified material suppliers, but in the event of a significant delay or price increase of materials, equipment, or energy occurring after the execution of the contract for use in this project, through no fault of ISS, the Client agrees to pay the contract price increase to ISS. The Contract Sum, time of completion, and/or contract requirements shall be equitably adjusted by a Change Order.
- False Calls.** This Contract DOES NOT cover false calls for service. Examples of false calls include, but are not limited to, the Systems running normally on arrival of the technician.
- Billing for Calls:** The Client will be billed for all repair and/or service calls not covered under this Contract that are answered by ISS. The amount billed will be at rates in effect at the time of the call, INCLUDING applicable traveling time and expenses. The present rate sheet is attached hereto as Exhibit "1."
- Technicians:** ISS will use trained personnel directly employed and supervised by it.
- Modifications:** This Contract DOES NOT include modernization of or modifications to any of the Systems outlined above. ISS IS NOT responsible under this Contract to install new parts or attachments on the Systems different from those now comprising the Systems. Client will not permit others to make alterations, additions, adjustments, repairs or replacements to the Systems being serviced hereunder. To do so, will void this Contract.
- Requests.** If modernization or modification is requested by the Client or his authorized agent, or recommended or directed by insurance companies or government authorities, ISS will submit a separate proposal to the Client detailing the scope of the work and the cost associated therewith.
- Work Hours:** This Contract contemplates that normal maintenance and repair work will be done during regular working hours (7:00 A.M. to 4:00 P.M.) of our regular working days (Monday through Friday) exclusive of ISS holidays. Unless specifically stated herein otherwise, Client shall incur additional charges for work required outside of these time frames.
- Notification.** The Client hereby accepts the responsibility for notifying ISS immediately upon malfunction of the covered Systems.
- Access and Safety.** The Client hereby agrees to provide ISS with unrestricted ready and safe access to all areas of the building in which any parts of the covered Systems are located and to keep all Systems clean. The Client agrees to provide a safe workplace for ISS's personnel and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.
- Impracticability.** ISS shall not be required to provide any service to the extent the performance of such service becomes impracticable as a result of a cause or causes outside the reasonable control of ISS, including unfeasible technological requirements, limitation of supplies or equipment due to the business closure or significant downsizing of suppliers or to the extent the performance of such services would require ISS to violate any applicable law, or would result in the breach of any license, governmental authorization or contract (an "Impracticability"). ISS represents and warrants to Client that, as of the date of this Agreement, ISS has no knowledge of any event or circumstance that would create an Impracticability, cause the performance of services to violate any applicable law or could reasonably be expected to result in the breach of any applicable contract, license or other agreement. ISS shall provide Client with reasonable notice of the occurrence of any event which would cause ISS to curtail or cease any service pursuant to this Section.
- Warranty:** ISS warrants that its Work will be free from defects in material or workmanship not intrinsic in the design or materials required by the Agreement for one year commencing on the date of substantial completion of the Work, provided that ISS has been paid in full for all Work (herein referred to as the "Warranty"). If Client believes that the Work provided hereunder is defective in material or workmanship, then written notice with an explanation of the defect shall be given promptly by Client to ISS, but all claims for Warranty service must be reported within the Warranty period. Additional work or repair or replacement of materials shall not extend the Warranty period as to the entire Work. The one-year period for correction of Work shall not be extended by corrective Work performed by ISS. This Warranty does not apply to the "Conditions Not Covered" listed above in "Exclusions." Client's exclusive remedy and ISS's sole obligation is to supply and pay for all labor and materials necessary to repair Work found to be defective during the Warranty period. Client's failure to make a claim, as described in the above paragraph, shall constitute an unqualified acceptance of such Work and waiver by Client of all claims with respect thereto. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ISS'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ISS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ISS OR NEGLIGENCE OF ISS OR OTHERWISE. Upon final completion and acceptance of the Work, ISS shall assign to Client any and all applicable manufacturer's warranties. Upon completion of the one year Warranty period, Client agrees that any claims on the manufacturer's warranties shall be made solely against the applicable manufacturer, and ISS shall have no further liability for such defects including the provision of labor to replace any defective equipment.

Integrated Security System's general terms and conditions govern this proposal once accepted and shall be considered incorporated herein in full. This proposal contains proprietary and confidential information of Integrated Security Systems, LLC and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this proposal, without the prior written consent of Integrated Security Systems, LLC. Title in and to this document and all information contained herein remains at all times in Integrated Security Systems, LLC. Disclosure of this proposal or any proprietary and confidential information contained herein to a third party without the consent of Integrated Security Systems, LLC may result in liability for the disclosing party.



Proposal # **230913-531**

Approval By: _____
(print name and title)

Signature: _____

Date: _____

PO #: _____

**TOWNSHIP OF HATFIELD,
MONTGOMERY COUNTY, PENNSYLVANIA**

**NOTICE OF MEETING FOR CONSIDERATION OF AN ORDINANCE
TO AUTHORIZE THE ISSUANCE OF NONELECTORAL DEBT AND THE
AWARD OF A QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Township of Hatfield, Montgomery County, Pennsylvania (the "Township"), will hold a public meeting on December 27, 2023, at 7:30 P.M., in the Hatfield Township Municipal Building, 1950 School Road, Hatfield, Pennsylvania 19440. On the agenda for the meeting, is the consideration and possible enactment of an Ordinance that would authorize (i) the incurrence of nonelectoral debt by the issuance of the General Obligation Notes, 2024 Series (the "Notes"), in the aggregate principal amount of \$21,000,000, and award a transaction under a Qualified Interest Rate Management Agreement related to the Notes.

The Notes would fund certain capital projects (collectively, the "2024 Project") consisting of (i) the construction of a Police Administration Building, (ii) other projects in the Capital Improvement Program, and (iii) the payment of the costs of issuance of the Notes, that will benefit the health and welfare of the residents of the Township.

The provisions of the proposed Ordinance are summarized as follows:

- Section 1.** Authorizes the incurrence of nonelectoral debt aggregating \$21,000,000, approves the 2024 Project, and states the estimated useful life of the 2024 Project.
- Section 2.** States the determination that a private sale by negotiation is in the best interest of the Township; accepts the Loan Commitment submitted by DeVal to purchase the Notes for \$21,000,000; agrees to pay DeVal's origination costs in the amount not to exceed \$105,000; and sets the date to purchase the Notes.
- Section 3.** Approves the substantial forms of the Loan Documents and authorizes the execution and delivery of all necessary documents.
- Section 4.** Sets forth the principal amortization schedule and the maximum annual debt service payments at the maximum interest rate of 15%.
- Section 5.** Authorizes and awards a Qualified Interest Rate Management Agreement related to the Notes.
- Section 6.** Pledges the full faith, credit, and taxing power of the Township to guarantee the timely payment of all amounts due and payable under the Notes and the Loan Agreement.
- Section 7.** Pledges the full faith, credit, and taxing power of the Township for the timely payment of all scheduled, periodic payments due under the Qualified Interest Rate Management Agreement and covenants to budget and appropriate funds for the payment of any Termination Charges.
- Section 8.** Establishes a Sinking Fund and appoints Computershare Corporate Trust as the Sinking Fund Depository.
- Section 9.** Authorizes and directs filing the application for the approval of the issuance of the Notes to the Department of Community and Economic Development.
- Section 10.** Authorizes and directs the advertisement of the enactment of the Ordinance.
- Section 11.** Repeals any conflicting prior ordinances.

A copy of the full proposed text of the Ordinance summarized above may be examined by any citizen at the Office of the Township Manager, located in the Hatfield Township Municipal Building, 1950 School Road, Hatfield, Pennsylvania 19440, Monday through Thursday between the hours of 8:00 A.M. and 4:30 P.M and Friday between the hours of 8:00 A.M. and 3:00 P.M.

If the Ordinance is enacted, a Notice of Enactment thereof, including a summary of any changes or amendments to the Ordinance, will be advertised and the Ordinance (as enacted) will be available for examination by any citizen in accordance with the *Local Government Unit Debt Act*.

AARON BIBRO
TOWNSHIP MANAGER
TOWNSHIP OF HATFIELD

ORDINANCE NO. ____
OF THE BOARD OF COMMISSIONERS
OF THE TOWNSHIP OF HATFIELD,
MONTGOMERY COUNTY, PENNSYLVANIA

AN ORDINANCE THAT AUTHORIZES THE INCURRENCE OF NONELECTORAL DEBT BY THE TOWNSHIP OF HATFIELD, MONTGOMERY COUNTY, PENNSYLVANIA (THE “TOWNSHIP”) PURSUANT TO THE ISSUANCE OF THE GENERAL OBLIGATION NOTES, 2024 SERIES (COLLECTIVELY, THE “PARTICIPANT NOTE”) IN THE AGGREGATE PRINCIPAL AMOUNT OF \$21,000,000 AND APPROVES CERTAIN CAPITAL PROJECTS; APPROVES THE NEGOTIATED SALE OF THE PARTICIPANT NOTE TO THE DELAWARE VALLEY REGIONAL FINANCE AUTHORITY; APPROVES THE SUBSTANTIAL FORMS OF THE LOAN DOCUMENTS AND AUTHORIZES EXECUTION AND DELIVERY OF ALL NECESSARY DOCUMENTS; STATES THE AMORTIZATION SCHEDULE AND MAXIMUM ANNUAL DEBT SERVICE PAYMENTS; AUTHORIZES AND AWARDS A TRANSACTION UNDER A QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT AND AUTHORIZES AND DIRECTS A FILING TO THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PLEDGES THE FULL FAITH, CREDIT, AND TAXING POWER OF THE TOWNSHIP FOR THE TIMELY REPAYMENT OF THE PARTICIPANT NOTE, INCLUDING THE PERIODIC PAYMENTS DUE UNDER THE QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT; COVENANTS TO PAY ANY TERMINATION CHARGES; CREATES AND APPOINTS A SINKING FUND DEPOSITORY; AUTHORIZES THE APPLICATION FOR APPROVAL OF THE ISSUANCE OF THE PARTICIPANT NOTE TO THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZES ADVERTISEMENT OF ENACTMENT; AND REPEALS INCONSISTENT ORDINANCES.

WHEREAS, the Board of Commissioners has reviewed the Capital Improvement Program (the “CIP”) and has obtained preliminary cost estimates for the projects from persons qualified by experience; and

WHEREAS, the incurrence of nonelectoral debt by the issuance of the General Obligation Notes, 2024 Series (the “Participant Note”) is necessary to provide the funding for the projects; and

WHEREAS, certain capital projects (collectively, the “2024 Project”), consisting of: (i) the construction of a Police Station Complex, (ii) other projects in the Capital Improvement Program, and (iii) the payment of the costs of issuance of the Participant Note, will benefit the health and welfare of the residents of the Township; and

WHEREAS, the 2024 Project shall be for the benefit and use of the general public, and no private party shall have any special legal entitlement to the beneficial use of the 2024 Project, through a lease, management contract, or any other arrangement that would result in a private business use under the *Internal Revenue Code of 1986*, as amended; and

WHEREAS, the proposed increase of nonelectoral debt from the issuance of the Participant Note, together with the nonelectoral and lease rental debt presently outstanding, will not cause the constitutional or statutory debt limitations of the Township to be exceeded; and

WHEREAS, the Delaware Valley Regional Finance Authority (“DelVal”), a public authority within the meaning of the *Local Government Unit Debt Act*, 53 Pa. C.S.A. §8001, *et seq* (the “*Debt Act*”), has from time to time issued Local Government Revenue Bonds (the “DelVal Bonds”), to provide funds for loans to local government units and municipal authorities (the “Loan Program”); and

WHEREAS, from time to time, DelVal has entered into interest rate swap agreements related to the DelVal Bonds (collectively, the “DelVal Swap Agreement”) in order to provide a more cost effective Loan Program and to allow participants in the Loan Program to manage interest rate risk more efficiently; and

WHEREAS, Calhoun Baker Inc. (the “Financial Advisor”) is an “Independent Financial Advisor”, as such term is defined in the *Debt Act*, to DelVal, and the Financial Advisor has prepared an “Interest Rate Management Plan” (the “Plan”), as such term is defined in the *Debt Act*, and an Interest Rate Swap Management Policy (the “Swap Policy”) that have been adopted by the Board of DelVal; and

WHEREAS, DelVal established minimum rating criteria for any counterparty to the DelVal Swap Agreement of long term, senior, unsecured debt ratings in the “AA-” or “Aa3” category or higher, or ratings equal to or higher than any active counterparty, by a Nationally Recognized Statistical Rating Organization registered with the Securities and Exchange Commission, and the Board of Directors of DelVal found that the award of transactions under the DelVal Swap Agreement by negotiation in private sales were in the best financial interests of DelVal and the participants in the Loan Program, and the Financial Advisor concluded that the financial terms and conditions of the DelVal Swap Agreement were fair and reasonable as of the dates of award; and

WHEREAS, the Township wishes to utilize the DelVal Loan Program by issuing the Participant Note to DelVal; and

WHEREAS, under the terms of the Loan Agreement (the “Loan Agreement”) by and between the Township and DelVal, interest payments on the Participant Note (the “Loan Interest”) will equal the amounts allocable to the Participant Note for interest on the DelVal Bonds, periodic scheduled payments on the DelVal Swap Agreement, and other costs and liquidity requirements incurred by DelVal to administer the Loan Program; and

WHEREAS, under the terms of the Loan Agreement the principal amount outstanding of the Participant Note (the “Loan Principal”) will equal the notional amount of the DelVal Swap Agreement related to the Participant Note; and

WHEREAS, the Board of Commissioners intends to (i) designate the Loan Agreement and the allocable portion of the DelVal Swap Agreement as a Qualified Interest Rate Management Agreement related to the Participant Note, (ii) approve the Plan as the Interest Rate Management Plan required by the *Debt Act*, and (iii) adopt the Swap Policy.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HATFIELD, MONTGOMERY COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY THE AUTHORITY OF SAID BOARD OF COMMISSIONERS THAT:

SECTION 1. APPROVAL OF THE 2024 PROJECT AND AUTHORIZATION TO ISSUE THE PARTICIPANT NOTE

Pursuant to §8142(a)(2) of the *Debt Act*, the thirty-year term of the Participant Note does not exceed the thirty-year weighted average useful life of the 2024 Project. The principal of the Participant Note shall be amortized to provide more level total annual debt service, pursuant to §8142(b)(2) of the *Debt Act*. The amortization of the principal amounts of the Participant Note shall begin within two years of the date of issue in accordance with §8142(c) of the *Debt Act*.

The Board of Commissioners hereby authorizes and approves the 2024 Project. The Board of Commissioners hereby authorizes and directs the incurrence of nonelectoral, general obligation debt in the aggregate principal amount of \$21,000,000 by the issuance of the Participant Note.

SECTION 2. APPROVAL OF THE LOAN COMMITMENT

The Board of Commissioners, after due deliberation and investigation, hereby determines that a private sale by negotiation of the Participant Note to DelVal is in the best financial interests of the Township. The Board of Commissioners hereby accepts the Loan Commitment from DelVal to purchase the Participant Note at an aggregate price of \$21,000,000 from the proceeds of the DelVal Bonds. The Township shall be responsible for paying DelVal’s costs of origination in an amount not to exceed \$105,000, as directed by DelVal’s Program Administrator upon the issuance of the Participant Note. The Participant Note shall be purchased by DelVal on or about January 30, 2024, or in such installments and/or at such other times as the President or Vice-President of the Board of Commissioners and DelVal’s Program Administrator shall determine.

SECTION 3. APPROVAL OF THE FORMS OF THE LOAN DOCUMENTS AND AUTHORIZATION TO EXECUTE AND DELIVER ALL NECESSARY DOCUMENTS

The substantial forms of the Loan Agreement and Participant Note (collectively, the “Loan Documents”), the substantial forms of which are attached to the Loan Commitment, are hereby approved. The President or Vice-President and the Secretary of the Board of Commissioners and the Mayor (collectively, the “Authorized Officers”) are hereby authorized and directed to execute and deliver the Loan Documents, in the substantial forms attached to the Loan Commitment, but with such alterations, deletions and additions as the Authorized Officers may approve (such approval to be conclusively established by the execution of the Loan Documents by the Authorized Officers). The Authorized Officers also are hereby authorized and directed (i) to execute and

deliver such other certificates, instruments, and agreements (including those required by any institution issuing a financial guaranty insurance policy, municipal bond insurance policy, letter of credit, or similar instrument related to the DelVal Bonds or the Participant Note) and (ii) to take all actions that may be necessary or beneficial to issue the Participant Note.

SECTION 4. AMORTIZATION SCHEDULE AND MAXIMUM ANNUAL DEBT SERVICE PAYMENTS

The indebtedness of the Participant Note shall be nonelectoral debt and a general obligation of the Township and shall be evidenced by the Participant Note, the substantial form of which is attached hereto as Exhibit A, in the aggregate par amount of TWENTY-ONE MILLION DOLLARS (\$21,000,000). The Participant Note shall bear interest (the “Loan Rate”) at the rate specified in the Loan Agreement and the Participant Note. The Participant Note shall be subject to optional redemption by the Township as set forth in the Participant Note and the Loan Agreement. The amortization schedule of the Loan Principal and the maximum Loan Interest payments under the Participant Note, based upon the maximum Loan Rate of 15%, are shown below:

**General Obligation Notes, 2024 Series
Principal Amortization Schedule and
Maximum Annual Debt Service Payments**

<i>Bond Year</i> <u>Ending</u>	<i>Principal</i> (1)	<i>Maximum</i> <i>Interest</i> <u>Rate</u>	<i>Maximum</i> <i>Interest</i> <u>Payment</u> (2)	<i>Maximum</i> <i>Annual</i> <u>Debt Service</u>
25-Dec-24	\$ 4,000.00	15%	\$ 2,843,750.00	\$ 2,847,750.00
25-Dec-25	80,000.00	15%	3,149,400.00	3,229,400.00
25-Dec-26	126,000.00	15%	3,137,400.00	3,263,400.00
25-Dec-27	300,000.00	15%	3,118,500.00	3,418,500.00
25-Dec-28	316,000.00	15%	3,073,500.00	3,389,500.00
25-Dec-29	330,000.00	15%	3,026,100.00	3,356,100.00
25-Dec-30	349,000.00	15%	2,976,600.00	3,325,600.00
25-Dec-31	582,000.00	15%	2,924,250.00	3,506,250.00
25-Dec-32	612,000.00	15%	2,836,950.00	3,448,950.00
25-Dec-33	629,000.00	15%	2,745,150.00	3,374,150.00
25-Dec-34	654,000.00	15%	2,650,800.00	3,304,800.00
25-Dec-35	678,000.00	15%	2,552,700.00	3,230,700.00
25-Dec-36	698,000.00	15%	2,451,000.00	3,149,000.00
25-Dec-37	718,000.00	15%	2,346,300.00	3,064,300.00
25-Dec-38	739,000.00	15%	2,238,600.00	2,977,600.00
25-Dec-39	764,000.00	15%	2,127,750.00	2,891,750.00
25-Dec-40	785,000.00	15%	2,013,150.00	2,798,150.00
25-Dec-41	810,000.00	15%	1,895,400.00	2,705,400.00
25-Dec-42	832,000.00	15%	1,773,900.00	2,605,900.00
25-Dec-43	858,000.00	15%	1,649,100.00	2,507,100.00
25-Dec-44	884,000.00	15%	1,520,400.00	2,404,400.00
25-Dec-45	911,000.00	15%	1,387,800.00	2,298,800.00
25-Dec-46	938,000.00	15%	1,251,150.00	2,189,150.00
25-Dec-47	965,000.00	15%	1,110,450.00	2,075,450.00
25-Dec-48	997,000.00	15%	965,700.00	1,962,700.00
25-Dec-49	1,024,000.00	15%	816,150.00	1,840,150.00
25-Dec-50	1,057,000.00	15%	662,550.00	1,719,550.00
25-Dec-51	1,089,000.00	15%	504,000.00	1,593,000.00
25-Dec-52	1,118,000.00	15%	340,650.00	1,458,650.00
25-Dec-53	1,153,000.00	15%	172,950.00	1,325,950.00
Total	<u>\$ 21,000,000.00</u>		<u>\$ 60,262,100.00</u>	<u>\$ 81,262,100.00</u>

- (1) Principal is payable annually, commencing on: 25-Dec-24
Principal is amortized to provide more level total annual debt service.
- (2) Interest is payable monthly on the 25th, commencing: 25-Feb-24
Interest is calculated for the period beginning on: 30-Jan-24

SECTION 5. AUTHORIZATION AND AWARD OF A QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT

The Township is incurring indebtedness under the *Debt Act* that will be issued to DelVal, a public authority, and the Township, by execution of the Loan Agreement, will become obligated for a notional amount of the DelVal Swap Agreement equal to the outstanding principal amount of the Participant Note. The Board of Commissioners hereby accepts and adopts the Plan as the Interest Rate Management Plan fulfilling the requirements of §8281(b)(2) of the *Debt Act*. The Board of Commissioners hereby adopts the Swap Policy, accepts and ratifies the minimum criteria used by DelVal to select the counterparties of the DelVal Swap Agreement, and accepts and ratifies the award of the DelVal Swap Agreement in a private sale by negotiation. The Board of Commissioners hereby authorizes and awards the Loan Agreement and the portion of the DelVal Swap Agreement allocable to the Participant Note as the Qualified Interest Rate Management Agreement with respect to the Participant Note, pursuant to §8281(a)(2) of the *Debt Act*. The Board of Commissioners hereby authorizes and directs the filing to the Department of Community and Economic Development (“DCED”), within fifteen days of enactment, of a certified copy of this Ordinance and the following documents, in accordance with §8284(a)(1) of the *Debt Act*:

- 1) Form of the Loan Agreement, the Qualified Interest Rate Management Agreement pursuant to §8281(b)(1) of the *Debt Act*, and the form of the confirmation related to the Participant Note,
- 2) The Interest Rate Management Plan pursuant to §8281(b)(2) of the *Debt Act*, and
- 3) The finding of the Financial Advisor that the financial terms and conditions of the Qualified Interest Rate Management Agreement were fair and reasonable as of the date of the award by DelVal, pursuant to §8281(e)(5) of the *Debt Act*.

SECTION 6. PLEDGE OF THE FULL FAITH, CREDIT, AND TAXING POWER

The Township hereby covenants to:

- 1) Include all payments of Loan Interest and Loan Principal (as such terms are defined in the Loan Agreement) payable under the Loan Agreement and the Participant Note in the budget of the fiscal year in which such amounts are due and payable,
- 2) Appropriate such amounts from its taxes and other general revenues, and

- 3) Pay, or cause to be paid, punctually and duly, such amounts that are due and payable under the Participant Note and the Loan Agreement on the dates, at the places, and in the manner stated in the Participant Note and the Loan Agreement.

For such budgeting, appropriation, and payment, the Township irrevocably pledges its full faith, credit, and taxing power. As provided by the *Debt Act*, this covenant shall be specifically enforceable.

SECTION 7. OBLIGATIONS OF THE TOWNSHIP RELATED TO THE QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT

The Township's obligations related to the Qualified Interest Rate Management Agreement are set forth in the Loan Agreement. In accordance with §8281 of the *Debt Act*:

- 1) The Township pledges its full faith, credit, and taxing power to make any periodic scheduled payments due and payable under the DelVal Swap Agreement related to the Participant Note and Loan Agreement (the "Periodic Payments"). The Township covenants to (a) include all Periodic Payments in the budget of the fiscal year in which such amounts are due and payable, (b) appropriate such amounts from its taxes and other general revenues, and (c) pay, or cause to be paid, punctually and duly, such amounts that are due and payable on the dates, at the places, and in the manner stated in the Participant Note and the Loan Agreement. As provided by the *Debt Act*, this covenant shall be specifically enforceable.
- 2) The notional amount of the DelVal Swap Agreement related to the Participant Note is equal to the outstanding principal amount of the Participant Note, initially \$21,000,000.
- 3) The Township's obligations under the DelVal Swap Agreement end when the Township repays or prepays the amounts outstanding under the Participant Note and the Loan Agreement. The scheduled term of the Township's obligations related to the DelVal Swap Agreement ends on December 25, 2053.
- 4) The Township pledges to budget, appropriate, and pay any termination payment due and payable under the DelVal Swap Agreement related to the Participant Note and Loan Agreement (the "Termination Charge"). The Township covenants to (a) include any Termination Charge in the budget of the fiscal year in which such amounts are due

and payable, (b) appropriate such amounts from its taxes and other general revenues, and (c) pay, or cause to be paid, punctually and duly, such amounts that are due and payable on the dates, at the places, and in the manner stated in the Participant Note and the Loan Agreement. The Township's obligations to make Periodic Payments are senior to any obligation for a Termination Charge.

- 5) The maximum annual Periodic Payments, not including any Termination Charge, shall not exceed the maximum annual debt service payments authorized for the Participant Note. The maximum Loan Rate under the Loan Agreement and the maximum floating rate payable under the DeVal Swap Agreement is 15%.

SECTION 8. APPOINTMENT OF SINKING FUND DEPOSITORY AND CREATION OF SINKING FUND

Pursuant to §8221 of the *Debt Act*, Board of Commissioners hereby appoints Computershare Corporate Trust (the "Depository"), or its successors or assigns, as the Sinking Fund Depository for the Participant Note, and Board of Commissioners hereby irrevocably creates and establishes a sinking fund (the "Sinking Fund") to be used exclusively for the repayment of the Participant Note. The Township shall deposit sufficient amounts into the Sinking Fund for debt service payments on the Participant Note no later than the date upon which such payments shall become due. The Depository shall maintain a separate account for the Sinking Fund until the Participant Note is paid in full. The Depository shall, as and when said payments are due, without further action by the Township, withdraw available monies in the Sinking Fund and apply said monies to payment of interest and principal of the Participant Note. Board of Commissioners hereby authorizes and directs the Authorized Officers to contract with the Depository, by the execution of the Loan Agreement, to serve as the Sinking Fund Depository and paying agent for the Participant Note.

SECTION 9. AUTHORIZATION TO SUBMIT STATEMENTS TO THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

The Board of Commissioners hereby authorizes and directs the Authorized Officers to prepare and submit an application for approval of the incurrence of the nonelectoral debt evidenced by the Participant Note to DCED, including the proceedings that authorize issuance, the debt statement, and any other documents required by the *Debt Act* or DCED.

SECTION 10. LEGAL ADVERTISEMENTS

The Board of Commissioners hereby ratifies and directs the advertisement of a summary of this Ordinance as finally enacted, as required by the *Debt Act*, in *The Reporter*, a newspaper of general circulation in the Township, within fifteen (15) days following the date of final enactment.

SECTION 11. CONFLICTING ORDINANCES

All Ordinances or parts of Ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

IN WITNESS WHEREOF, we, the undersigned Authorized Officers, have hereunto set our signatures and affixed hereto the Seal of the TOWNSHIP OF HATFIELD, Montgomery County, Pennsylvania.

Dated: December 27, 2023

THOMAS ZIPFEL
President, Board of Commissioners

[Seal]

ATTEST:

AARON BIBRO
Secretary

Exhibit A
Form of the Participant Note