AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

4. COURTESY OF THE FLOOR

Public comments on non-agenda items should be made during Courtesy of the Floor at the beginning of the meeting. Public comments on agenda items should wait until that specific item is reached on the agenda. A 3-5 minute time limit on each speaker may be considered and voted on by the board at the beginning of meetings with large attendance.

5. APPROVAL OF MINUTES


6. PUBLIC HEARINGS

B. An ordinance of the Township of Bethlehem, Northampton County, Pennsylvania amending, in part, certain provisions of Chapter 252 Vehicles and Traffic, Article III Size, Weight and Type of Vehicle and Load Restrictions of the Code of Ordinances of the Township of Bethlehem Northampton County, Pennsylvania and repealing all ordinances inconsistent herewith.

7. RESOLUTIONS OF THE BOARD OF COMMISSIONERS

C. Resolution R035-20 authorizing and directing the township manager to execute Pennsylvania Department of Transportation highway occupancy permit forms on behalf of Bethlehem Township.

D. Resolution R036-20 authorizing, empowering, and directing the proper officers of the Board of Commissioners to appoint a liaison between it and Berkheimer, the duly appointed collector of local taxes for the Township of Bethlehem, for the express purpose of sharing confidential tax information with the district for official purposes.

8. MOTIONS OF THE BOARD OF COMMISSIONERS

E. A motion authorizing the township manager to enter into an agreement with Entech Engineering for design and engineering services for electrical upgrades to the public works building.
F. A motion authorizing the township manager to enter into an agreement with ARRO Consulting Inc. for design, development, and implementation of a Geographic Information Systems (GIS) program to manage Bethlehem Township’s FOG (fats, oils, and greases), pre-treatment, and OLDS (on-lot septic system maintenance) programs.

9. **PURCHASE ORDER, BILL AND CHECK REGISTER APPROVAL**

G. Purchase Orders

1. PO 20201117 – City of Allentown – Police – $12,000.00
2. PO 20201148 – The Verdin Company – PPIS – $7,270.00
3. PO 20201163 – JWC Environmental – PPIS – $20,610.93
4. PO 20201214 – Schuylkill Paving Inc. – PPIS – $53,002.05

10. **DISCUSSION ITEM**

H. Disaster emergency declaration updates.

11. **ADJOURNMENT**
BOARD OF COMMISSIONERS
REGULAR PUBLIC MEETING IN VIRTUAL FORMAT
JUNE 15, 2020

MEMBERS PRESENT
Michael D. Hudak, President
Malissa K. Davis, Vice President
John K. Gallagher, Commissioner
John J. Merhottein Commissioner
Dale A. Sourbeck, Commissioner

OTHERS PRESENT
James L. Broughal, Township Solicitor
Stan Margle, Township Solicitor
Ted Rewak, Court Stenographer
Ronald Gawlik, Township Engineer
Doug Bruce, Township Manager
Amanda Raudenbush, Planning Director
Steve Hunsberger, PPIS Director

CALL TO ORDER
President Hudak called the virtual meeting to order at 7:00 p.m.

EXECUTIVE SESSION ANNOUNCEMENT
Solicitor Broughal announced that the Board of Commissioners met in Executive Session in virtual format on June 9, 2020 at 5:00 p.m. to discuss potential litigation pursuant to Section 708a of the Pennsylvania Sunshine Act. The meeting lasted approximately an hour and 45 minutes.

COURTESY OF THE FLOOR
Mr. Roth expressed gratitude and support for the police department.

BARRY ROTH
4323 CHETWIN TERR.

APPROVAL OF MINUTES
Upon motion (Gallagher-Sourbeck), the Board of Commissioners unanimously voted by voice vote to approve the minutes of the June 1, 2020 regular public meeting in virtual format.

ANNOUNCEMENT
President Hudak announced that in the interest of time, the regular business items on the agenda will be discussed prior to the Public Hearing.

MOTIONS OF THE BOARD OF COMMISSIONERS

MOTION
A MOTION AUTHORIZING THE TOWNSHIP MANAGER TO ADVERTISE AN ORDINANCE GRANTING TO RCN TELECOM SERVICES INC. A NON-EXCLUSIVE FRANCHISE TO ERECT, INSTALL, MAINTAIN, AND OPERATE CABLE SERVICE IN, UNDER, OVER, ALONG, ACROSS, AND UPON THE STREETS, SIDEWALKS, ALLEYS, BRIDGES, ROADS, HIGHWAYS, AND OTHER PUBLIC PLACES IN THE TOWNSHIP OF BETHLEHEM AND SUBSEQUENT ANNEXATIONS THERETO, INCLUDING IN CONNECTION THEREWITH THE RIGHT AND PERMISSION TO ERECT, INSTALL, AND MAINTAIN POLES AND TO INSTALL, ATTACH, AND MAINTAIN WIRES, CABLES, APPLIANCES, AND OTHER FACILITIES TO SUCH POLES AND TO EXISTING UTILITY POLES FOR THE PURPOSE OF TRANSMISSION AND DISTRIBUTION OF CABLE SERVICE: TO PROVIDE RECEPTION SERVICE FOR THE SAME TO THE MEMBERS OF THE PUBLIC.
President Hudak explained that RCN Telecom Services, Inc. has a contract with the township and in exchange the township is paid 5% of the gross annual income. They are seeking to renew the contract for another 10 years. Mr. Sourbeck asked how much the township during the previous contract. Mr. Gallagher said his neighborhood is serviced by only one cable provider. Solicitor Broughal explained that the cable company chooses which area to service.

Upon motion (Davis-Gallagher), the Board of Commissioners voted unanimously by voice vote to approve a authorizing the township manager to advertise an ordinance granting to RCN Telecom Services Inc. a non-exclusive franchise to erect, install, maintain, and operate cable service in, under, over, along, across, and upon the streets, sidewalks, alleys, bridges, roads, highways, and other public places in the Township of Bethlehem and subsequent annexations thereto, including in connection therewith the right and permission to erect, install, and maintain poles and to install, attach, and maintain wires, cables, appliances, and other facilities to such poles and to existing utility poles for the purpose of transmission and distribution of cable service; to provide reception service for the same to the members of the public desiring such service in the Township of Bethlehem; and for other purposes, for a period of years, setting forth conditions accompanying the grant of the said franchise; providing for township regulation and use of the system and providing penalties for violations.

Upon motion (Merhottein-Sourbeck), the Board of Commissioners unanimously voted by voice vote to approve the Bill Agenda of June 10, 2020.

No purchase orders were submitted for approval.

Upon motion (Davis-Sourbeck), the Board of Commissioners unanimously voted by voice vote to approve the Treasurer’s Report of May 31, 2020 as presented, subject to audit.

There were no questions or concerns regarding the Zoning Hearing Board meeting agenda of June 24, 2020

All monthly reports were accepted.

PC LAND LLC, OWNER OF APPROXIMATELY 62 ACRES OF LAND KNOWN AS PARCEL M8 2 3D 0205, WITH FRONTAGE ON CHURCH ROAD AND ROUTE 33, APPLYING FOR THE GRANTING OF A CONDITIONAL USE APPROVAL OF A "PLANNED BUSINESS DEVELOPMENT"

Due to technical difficulties beyond control, the public hearing was continued.
ADJOURNMENT  The meeting ended at 7:50 p.m.

Respectfully submitted,

Laura Zapata
Recording Secretary
ORDINANCE NO. 01-20

AN ORDINANCE OF THE TOWNSHIP OF BETHLEHEM, NORTHAMPTON COUNTY, PENNSYLVANIA AMENDING, IN PART, CERTAIN PROVISIONS OF CHAPTER 252 VEHICLES AND TRAFFIC, ARTICLE III SIZE, WEIGHT AND TYPE OF VEHICLE AND LOAD RESTRICTIONS OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF BETHLEHEM NORTHAMPTON COUNTY, PENNSYLVANIA AND REPEALING ALL ORDINANCES INCONSISTENT HEREWTH

WHEREAS, the Board of Commissioners of the Township of Bethlehem, Northampton County, Pennsylvania enacted, by Ordinance, certain provisions dealing with size, weight and type of vehicle and load restrictions on Township roads; and

WHEREAS, the Commonwealth of Pennsylvania has notified the Township that the Pennsylvania Department of Transportation ("PennDOT") has reduced the weight restriction for Bethlehem Township Bridge BMS No. 48-7101-0000-0002 carrying Keystone Street over the Nancy Run (the “Keystone Bridge”) to eight (8) tons except combinations: eleven (11) tons; and

WHEREAS, the Board of Commissioners of the Township of Bethlehem, Northampton County, Pennsylvania has determined that it would be in the best interest of the Township of Bethlehem to amend its Ordinances to reduce the weight restriction for Keystone Bridge as determined by PennDOT.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF BETHLEHEM, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA that Chapter 252 Vehicles and Traffic, Article III Size, Weight and Type of Vehicle and Load Restrictions of the Code of Ordinances of the Township of Bethlehem be amended as follows:

SECTION 1. AMENDMENT TO WEIGHT LIMIT FOR KEYSTONE BRIDGE.

Section 252-19(A), Vehicle Weight Limits, Article III Size, Weight and Type of Vehicle and Load Restrictions as it pertains to Township Bridge BMS No. 48-7101-0000-0002 is hereby amended as follows:

“Township Bridge BMS No. 48-7101-0000-0002 carrying Keystone Street over the Nancy Run; Maximum Gross Weight 8 tons, except combinations: 11 tons.”

SECTION 2. SEVERABILITY. The provisions of this Ordinance are severable, and if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.

SECTION 3. REPEALER CLAUSE. All Ordinances or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective five (5) days after adoption.

RESOLVED, ENACTED AND ADOPTED at a virtual public meeting held on the 6th day of July, 2020.

BOARD OF COMMISSIONERS
OF BETHLEHEM TOWNSHIP

____________________________
Michael D. Hudak
President

ATTEST:

_______________________
Doug Bruce
Township Manager
June 9, 2020

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Bethlehem Press
Attn: Linda Moyer
P.O. Box 239
Lehighton, PA 18235

RE: Bethlehem Township - Advertisement of Legal Notice
Ordinance – Vehicle Code- Weight Limit on Keystone Bridge

Dear Linda:

With respect to the above matter, enclosed please find a Legal Notice to be advertised in your periodical on Wednesday, June 17, 2020.

Please send the proof of publication and the invoice to:

Bethlehem Township
ATTN: Andy Freda
4225 Easton Avenue
Bethlehem, PA 18020

Also, enclosed is a certified copy of the proposed Ordinance for your records. Should you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

James L. Broughal

JLB/tms
Enclosures
c: Doug Bruce, Township Manager (via email, w/encl.)
   Bethlehem Township
Laura Zapata, Secretary (via email, w/encl.)
   Bethlehem Township
Andy Freda, Director of Finance (via email, w/encl.)
   Bethlehem Township
LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Bethlehem Township, Northampton County, Pennsylvania, will consider for adoption at a Public Meeting to be held at 7:00 p.m. on the 6th day of July, 2020, an ordinance amending, in part, certain provisions of Chapter 252 Vehicles and Traffic, Article III Size, Weight and Type of Vehicle and Load Restrictions.

Due to the COVID-19 outbreak, the meeting will be held electronically through Zoom. To access the meeting through your computer go to: https://us02web.zoom.us/j/83049641621 and enter the Meeting ID: 830 4964 1621. To Access the meeting by phone, dial 1(267) 831-0333 (Philadelphia) or to find your local number go to: https://us02web.zoom.us/u/kUqSqGvg.

Copies of the proposed Ordinance are available for review at the Bethlehem Township Municipal Building located at 4225 Easton Avenue, Bethlehem, Pennsylvania during normal business hours and on the Township’s website.

The following is the proposed Ordinance:
AN ORDINANCE OF THE TOWNSHIP OF BETHLEHEM, NORTHAMPTON COUNTY, PENNSYLVANIA AMENDING, IN PART, CERTAIN PROVISIONS OF CHAPTER 252 VEHICLES AND TRAFFIC, ARTICLE III SIZE, WEIGHT AND TYPE OF VEHICLE AND LOAD RESTRICTIONS OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF BETHLEHEM NORTHAMPTON COUNTY, PENNSYLVANIA AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH

WHEREAS, the Board of Commissioners of the Township of Bethlehem, Northampton County, Pennsylvania enacted, by Ordinance, certain provisions dealing with size, weight and type of vehicle and load restrictions on Township roads; and

WHEREAS, the Commonwealth of Pennsylvania has notified the Township that the Pennsylvania Department of Transportation ("PennDOT") has reduced the weight restriction for Bethlehem Township Bridge BMS No. 48-7101-0000-0002 carrying Keystone Street over the Nancy Run (the “Keystone Bridge”) to eight (8) tons except combinations: eleven (11) tons; and

WHEREAS, the Board of Commissioners of the Township of Bethlehem, Northampton County, Pennsylvania has determined that it would be in the best interest of the Township of Bethlehem to amend its Ordinances to reduce the weight restriction for Keystone Bridge as determined by PennDOT.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF BETHLEHEM, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA that Chapter 252 Vehicles and Traffic, Article III Size, Weight and Type of Vehicle and Load Restrictions of the Code of Ordinances of the Township of Bethlehem be amended as follows:

SECTION 1. AMENDMENT TO WEIGHT LIMIT FOR KEYSTONE BRIDGE.

Section 252-19(A), Vehicle Weight Limits, Article III Size, Weight and Type of Vehicle and Load Restrictions as it pertains to Township Bridge BMS No. 48-7101-0000-0002 is hereby amended as follows:

“Township Bridge BMS No. 48-70101-0000-0002 carrying Keystone Street over the Nancy Run; Maximum Gross Weight 8 tons, except combinations: 11 tons.”

SECTION 2. SEVERABILITY. The provisions of this Ordinance are severable, and if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.
SECTION 3. REPEALER CLAUSE. All Ordinances or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective five (5) days after adoption.

James L. Broughal, Solicitor
Bethlehem Township
38 West Market Street
Bethlehem, PA 18018
RESOLUTION R035-20

BE IT RESOLVED, by authority of the Board of Commissioners of Bethlehem Township, Northampton County, and it is hereby resolved by authority of the same, that the Township Manager of said MUNICIPALITY is authorized and directed to execute Pennsylvania Department of Transportation Highway Occupancy Permit forms on behalf of the MUNICIPALITY.

ATTEST: BETHLEHEM TOWNSHIP

______________________________________  By:  ___________________________________
(Signature and designation of official title) (Signature and designation of official title)

I, ___________________________________, _________________________________
(Name) (Official Title)
of the Bethlehem Township Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Commissioners, held the 6th day of July, 2020.

DATE: ________________________________
(Signature and designation of official title)
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BETHLEHEM TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE BOARD OF COMMISSIONERS TO APPOINT A LIAISON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF LOCAL TAXES FOR THE TOWNSHIP OF BETHLEHEM, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.

WHEREAS, the Local Tax Enabling Act (“LTEA”), authorizes certain political subdivisions, including BETHLEHEM TOWNSHIP, NORTHAMPTON COUNTY, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, BETHLEHEM TOWNSHIP, NORTHAMPTON COUNTY, has entered into contractual agreement with BERKHEIMER of Bangor, Pennsylvania, whereby and whereunder BETHLEHEM TOWNSHIP appointed Berkheimer to collect certain local taxes; and

WHEREAS, the LTEA specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the Board of Commissioners of BETHLEHEM TOWNSHIP, NORTHAMPTON COUNTY specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1. THE BOARD OF COMMISSIONERS OF BETHLEHEM TOWNSHIP, NORTHAMPTON COUNTY hereby appoints Andrew J. Freda as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for BETHLEHEM TOWNSHIP, as desired and deemed necessary by BETHLEHEM TOWNSHIP, to be used for official purposes only; and

2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for BETHLEHEM TOWNSHIP, upon request, to Andrew J. Freda as the authorized contact representative for it.

3. BETHLEHEM TOWNSHIP, NORTHAMPTON COUNTY hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.

RESOLVED, ENACTED AND ADOPTED at a meeting held on the _________ day of ______________________________, __________.

ATTEST: TOWNSHIP OF BETHLEHEM BOARD OF COMMISSIONERS

By: ___________________________ By: ___________________________
   Doug Bruce, Township Manager   Michael Hudak, President
PROPOSAL

BETHLEHEM TOWNSHIP
PUBLIC WORKS BUILDING
ELECTRICAL UPGRADES

Entech Engineering, Inc.
201 Penn Street
P.O. Box 32
Reading, PA 19603

April 2, 2020
Entech Proposal P–10443
April 2, 2020

Mr. Steven J. Hunsberger  
PPIS/BTMA Director  
Bethlehem Township  
3535 Orth Street  
Bethlehem, PA 18020  

Re: Public Works Building – Electrical Upgrades  
Entech Proposal P-10443

Dear Mr. Hunsberger:

Entech Engineering, Inc. (Entech) is pleased to submit this proposal for professional services to support an electrical distribution upgrade project for the Bethlehem Township – Public Works Building at 4450 Falmer Drive. The proposed scope of work includes replacing all existing panelboards along with appropriate branch circuit breakers. Two Automatic Transfer Switches (ATS) will be provided with one for emergency life safety loads and one for the remaining needs of the building. The existing conductors may also be replaced. The decision to replace the existing conductors will be based both on the observed existing conditions and estimated construction costs. New LED lighting will be provided in the shop and storage areas. The Township would also like to include a natural gas emergency generator with extra capacity for a possible future building addition in the project along with upgrading the existing service to a modern 120/208VAC, three phase, and four wire electrical service system. Entech assumes that the existing equipment is compatible with a new service. The existing equipment in the building will need to be surveyed to ensure proper voltages are supplied throughout.

Based on our phone conversations and emails, it is Entech’s understanding that no existing drawings are available indicating the as-built conditions of the electrical system. In addition, there are no electronic drawings of any kind that Entech could use as backgrounds for our new work. Accordingly, field time to measure the existing building and create backgrounds in AutoCAD is included in our proposed services. Entech proposes the following services for the Public Works Building:

Services to be Provided:

- Project Documentation
  - Survey existing building conditions. If it is determined that the existing equipment is not compatible with a new incoming electrical service, Entech will notify the Township.
  - Prepare an Opinion of Probable Cost.
o Conduct a phone conference to determine the scope of the conductor replacement and any equipment issues.

o Create AutoCAD backgrounds.

o Provide construction drawings and specifications for public bid.
  - Electrical and mechanical technical specifications will be in book form for inclusion project manual.

o Provide three sets of signed and sealed documents for L&I submission.

o Provide COMCheck documents required for L&I submission.

- Bid and Award Services
  - Attend one pre-bid meeting.
  - Answer RFI’s.

- Services During Construction
  - Attend kick-off meeting with the Contractor.
  - Attend two construction meetings during construction.
  - Answer RFI’s.
  - Review shop drawings.
  - Review O&M manuals.
  - Review four payment applications.
  - Survey and prepare one punchlist inspection report.

Assumptions

Entech makes the following assumptions regarding this project:

- Land Survey will be required for generator location. The fee for land surveying is included in this proposal. We are assuming no E&S submissions will be required for permitting or construction.

- Drawings will depict general architectural elements, doors, windows, interior and exterior walls.

- Front end bid specifications will be prepared by the Owner.
Fee for Services

Entech proposes to perform this effort on a lump sum basis of Twenty-Seven Thousand ($27,000) Dollars. This fee includes all costs to complete the project, other than any items specifically excluded.

This proposal, when executed, in addition to Entech’s Terms and Conditions (attached) will constitute our Professional Services Agreement.

Should you find our proposal acceptable, we would appreciate you signing and returning to a copy to Entech; after which we can begin services on a mutually agreeable date. If you have questions or wish to modify our services, please contact me at your earliest convenience.

We believe that we have addressed the main issues involved in this project; however, if additional services are required, we can revise this proposal to incorporate your remarks.

Entech appreciates this opportunity to continue serving Bethlehem Township.

Sincerely,

[Signature]
Christian J. Darosh, LC
Senior Electrical Designer

[Signature]
Lenette C. Wells, RA, NCARB
Principal

Accepted: Bethlehem Township

Name

Title

Date
1.0 ACCEPTANCE
Entech Engineering, Inc.'s (ENTECH) proposal to perform services for this project shall remain open for acceptance for a period of sixty (60) days from the date thereof, after which time, unless otherwise provided, ENTECH reserves the right to review and withdraw any proposal before acceptance at any time. All information contained in the proposal is confidential and proprietary property of ENTECH and is not to be disclosed or made available to third parties without the written consent of ENTECH.

2.0 TERMS OF PAYMENT
(A) Payment for services rendered and expenses accounted for shall be made monthly by the Client as billed. In the event that payment is not made within thirty (30) days from date of billing, interest may be charged at the rate of one and one-half percent (1 1/2%) per month, or the maximum rate of interest permitted by law, whichever is less.

(B) Amounts due to ENTECH are NOT contingent on payments from third parties and ENTECH is entitled to be paid when services are rendered unless otherwise expressly agreed to in writing.

(C) Client must submit in writing to ENTECH within ten (10) days of the date of any invoice, any dispute on the invoice, otherwise the invoice will be considered correct and payment due according to the terms listed above.

3.0 ADDITIONAL SERVICES
ENTECH, when authorized in writing by Client, shall furnish or perform the Additional Services listed herein. These services are excluded from the proposal and compensation unless expressly noted otherwise. Additional Services include but may not be limited to: preparation of applications and supporting documentation for grants, loans, approval of authorities, environmental assessments or impact statements; review and evaluation of documents provided by others for the project; field investigation related to or making of record drawings of existing conditions or completed construction; revisions to drawings, specifications and other project related documents resulting from changes in the scope, extent, sequence or character of Project by Client or regulatory or similar agencies or from conditions differing from documents or representations relied upon by ENTECH; furnishing of or administration of services by consultants employed on the project; evaluation of bid protests, involvement in any dispute resolution or legal proceeding related to project or providing more extensive services than normally encountered due to circumstances beyond control of ENTECH.

4.0 CONSTRUCTION PHASE RESPONSIBILITIES
When included in the written scope of services, ENTECH shall make visits to the site at intervals appropriate to the various stages of construction as ENTECH deems necessary in order to observe the general progress and quality of the various aspects of Contractor(s)' work. Except where the specific services include specific construction observation, such visits by ENTECH are not intended to be exhaustive or to extend to every aspect of the work in progress, but rather are limited to spot checking, selective sampling or similar methods of general observation. Based on information obtained during such visits and observations ENTECH shall endeavor to determine in general if work is proceeding in accordance with the Contract Documents. ENTECH shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENTECH have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incidental to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENTECH can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents. The contractor remains solely responsible for site safety and for the quality and progress of the Contractor's work.

5.0 CONTRACT DOCUMENTS/SHOP DRAWINGS
When included in the written scope of services, ENTECH shall review and recommend appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. ENTECH's review shall be conducted with reasonable promptness consistent with professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. ENTECH shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall ENTECH be required to review partial submissions or those for which submissions for correlated items have not been received.

6.0 OWNERSHIP OF DOCUMENTS
Drawings, calculations, and specifications as instruments of service are and shall remain the property of ENTECH whether the Project for which they are made is executed or not. They are not to be used by the Client on other projects or extensions to this Project except by agreement in writing with, and with appropriate compensation to ENTECH, who is sole owner of all copyrights pertaining to these documents.

All drawings, documents, software (if any), specifications, and work produced in conjunction with this Agreement (Intellectual Property) are and remain the sole property of ENTECH and are expressly NOT works made for hire under any federal and/or state statutes. ENTECH claims and retains all rights in such Intellectual Property in the same and such rights and ownership shall survive any termination of this Agreement. ENTECH hereby expressly authorizes the use of such Intellectual Property by the named client in this Agreement and grants the Royalty free right to use the same for the specific Project identified in this Agreement and for no other purpose. This right to Royalty free use of the Intellectual Property created by ENTECH is not assignable and any attempt to assign, transfer or convey, with or without compensation is null and void.

7.0 REUSE OF PLANS AND SPECIFICATIONS
The Client acknowledges that ENTECH's plans and specifications are instruments of professional service. Client also acknowledges and agrees that the plans, specifications, property and services rendered are for the use by client of a specific and identified purpose and/or project AND NO OTHER. Client’s use is limited to the specific purpose stated in this agreement.

8.0 ELECTRONIC MEDIA
ENTECH, at Client's request and upon proper compensation, will furnish copies of Drawings and Specifications to Client on Electronic Media. Since ENTECH has no control over the stability of such Electronic Media or compatibility with other system hardware or software, any use or reuse by Client or other parties authorized by Client, shall be at Client's sole risk.

9.0 ALTERATIONS/RENOVATIONS WORK
Remodeling and/or rehabilitation requires that certain assumptions be made regarding existing conditions. The client understands and agrees that some of these assumptions cannot be verified without...
expending great sums of additional money, or destroying otherwise
adequate or serviceable portions of a building and/or equipment.

10.0 PATENTS
ENTECH does not conduct patent searches in the performance of its
services and assumes no responsibility or liability for any patent or
copyright infringement arising therefrom. Nothing contained herein
shall be construed as a warranty or representation that anything
made, used or sold arising out of the services provided for the project
will be free from infringement of patents.

11.0 NON-PAYMENT
Timely payment to ENTECH is a material and substantial condition of this
Agreement. Should the Client fail to timely pay any invoice when
due, ENTECH reserves the right and shall be entitled at its option, to
stop work and cease the performance of all services in addition to any
other rights and remedies ENTECH may have and choose to pursue
under the law. It is expressly acknowledged that any such work
stoppage shall be at the Client’s sole cost and expense and ENTECH
shall not be liable or responsible for any incidental or consequential
damages, damages for delay, increased costs, third party contractual
breaches, or any other cost, damage or liability of any kind
whatsoever.

12.0 APPLICABLE LAW
This Agreement shall be governed by the laws of the Commonwealth of
Pennsylvania.

13.0 STANDARD OF CARE
In providing professional services, ENTECH shall exercise usual and
customary degree of skill and care consistent with that practiced by
other design professionals in our community and practicing at the
same point in time. ENTECH makes no guarantees, warranties or
assurances, expressed or implied, that the professional services will
yield or accomplish a perfect outcome for the project; or constitute an
assumption to liability greater than or differing from those explicit in
this Agreement; or an assumption of the liabilities of any other party.

14.0 PROJECT COSTS
Since ENTECH has no control over the cost of labor, materials or
equipment, or over the Contractor’s method of determining prices, or
over competitive bidding or market conditions, opinions of probable
construction costs provided for under this agreement are to be made
on the basis of ENTECH experience and qualifications. These
opinions represent ENTECH’s judgment as a firm familiar with the
construction industry. However, ENTECH cannot guarantee that
proposals, bids, or other construction costs will not vary from its
opinions of probable costs. If the Client wishes greater assurance as
to the costs, then they shall employ an independent cost estimator.

15.0 TERMINATION
Unless the scope of work expressly provides otherwise, and unless
ENTECH has suspended services in accordance with Paragraph 12.0
above, either party may terminate this Agreement upon thirty (30)
days prior written notice to the other party. No termination of this
Agreement by the Client shall relieve the Client from any obligation to
pay ENTECH all fees earned.

16.0 WARRANTY
ENTECH warrants that it will perform its services consistent with the
standard of care set out in paragraph 14.0. ENTECH makes no other
warranty or representation of any kind whatsoever, express or
implied, including but not limited to any warrant abilities regarding
fitness for a particular purpose, compliance with federal, state and/or
local laws and/or ordinances, merchantability of any services rendered
or drawings prepared, or any other warranty or representation of any kind
whatsoever, all of which are hereby expressly disclaimed.

17.0 PROJECT DELAY
If the completion of the Project is delayed or suspended for more than
sixty (60) days beyond the anticipated completion date contained in
the Proposal, at no fault of ENTECH, the amount(s) of compensation
to ENTECH shall be subject to renegotiation and equitably adjusted.

18.0 DISCLAIMER: ASBESTOS AND HAZARDOUS WASTE
Notwithstanding any provision contained in this Agreement or the
Contract Documents for this Project, it is agreed and understood by
the Client and ENTECH that the scope of ENTECH’s services, and
those of its consultants, except as otherwise expressly provided for in
this Agreement, exclude any work in connection with toxic or
hazardous materials, including asbestos.

19.0 COMMISSIONING
ENTECH recommends that clients consider having certain post-
startup services or commissioning provided for a one year period
following startup. This service includes as-needed training for
operators, programming of energy management systems or other
automated control devices, trouble shooting and coordinating client
personnel, contractors, and equipment suppliers for follow up during
the period of the contractor’s one year warranty. If the client chooses
not to engage in the commissioning option with ENTECH, ENTECH
reserves the right to invoice the client on an hourly plus expense basis
for time spent, at the direction of the client, on the project following
the date of substantial completion.

20.0 DISPUTE RESOLUTION
In the event the Client breaches any term, covenant or condition of
this Agreement, ENTECH may, at its option, pursue all rights and
remedies provided by law including, suspension of work, suit for
damages, suit for a specific performance where applicable, and any
other right or remedy available at law or at equity.

21.0 EQUAL OPPORTUNITY
Obligations as established by the Civil Rights Act of 1964, as
amended, Executive Orders 11246 and 11375, as amended, and
subsequent Orders and Federal Rules and Regulations developed
thereafter apply and are part of this agreement.

22.0 SAFETY
During the course of providing professional engineering services,
ENTECH personnel are frequently required to examine Client’s
property and systems to ascertain conditions, obtain measurements,
and/or observe construction. In order to maintain engineering
services at reasonable rates, ENTECH personnel do not always travel
with additional personnel and/or safety equipment of every type that
may be required. ENTECH personnel may request assistance from
the Client’s staff to provide skilled manpower and/or equipment to
assist with the examinations of existing systems and new
construction, especially in cases where safety concerns are
perceived. These concerns include, but are not limited to, confined
spaces, high places, hazardous atmospheres, and close proximity to
live electrical systems. When requested, it will be the Client’s
responsibility to render assistance, within a mutually agreed upon
timeframe. ENTECH personnel reserve the right to stop work or make
reasonable assumptions on conditions believed risky to verify, when
ENTECH personnel feel uncomfortable with conditions and/or proper
safety provisions are not provided.

23.0 ENTIRE AGREEMENT
This Agreement is the entire Agreement between the parties and
there are no other oral or other understandings or Agreements except
those set forth in writing. Any and all prior discussions and
negotiations are not bidding unless the same are set forth in writing
and signed by all parties.
24.0 RELATIONSHIP OF PARTIES
The relationship between the parties to this Agreement is and shall remain independent contractors and free agents, and nothing in this Agreement shall be interpreted in any way to alter that relationship. Client acknowledges that ENTECH is not acting in a fiduciary capacity. Neither party to this Agreement shall have any right, authority or power to speak for the other or enter into any other contracts or agreements on behalf of the other with respect to customers or third parties unless otherwise expressly provided. Neither party has any apparent, ostensible or actual authority on behalf of the other unless expressly granted pursuant to this Agreement.

25.0 SEVERABILITY
Should any term, provision or part of this Agreement be held invalid or unenforceable by any lawful local, state or federal court and/or authority, only that term, provision or part thereof shall be deemed removed from this Agreement and all remaining terms, provisions or parts thereof shall remain valid and enforceable between the parties.

26.0 BINDING EFFECT
This Agreement shall be binding upon and legally enforceable against the parties to this Agreement and their respective heirs, successors and assigns.

27.0 ASSIGNMENT
Notwithstanding the foregoing, Client shall have no right to assign this Agreement or any benefits provided for herein without the express written consent of ENTECH and nothing in this Agreement shall be interpreted as creating any third party beneficiary rights in any other person and/or entity.
Laura:

Here's some of the information for the motion on entering into an agreement with Entech for design and engineering of the electrical upgrade of the public works building.

Please include Steve's explanatory emails below in the board's packet.

This is an early version of the agreement -- Jim Broughal has since suggested changes and Entech has since agreed to them -- but I do not believe we have a final version of that yet. If we don't have a final version available, Monday night we may need to add a caveat to the motion regarding the solicitor's concurrence to the agreement.

Thanks,

Doug Bruce
Manager
Bethlehem Township
610 814 6403

From: shunsberger <shunsberger@bethlehemtwp.com>
Sent: Monday, June 22, 2020 4:12 PM
To: dbruce <dbruce@bethlehemtwp.com>; rkanaskie <rkanaskie@bethlehemtwp.com>; rgrube <rgrube@bethlehemtwp.com>; mmiranda <mmiranda@bethlehemtwp.com>; jepler <jepler@bethlehemtwp.com>
Subject: Public Works Building - Electrical Upgrade

Doug,

I believe the attached proposal was on the last BOC meeting agenda as a PO request (but tabled), maybe that can be confirmed. However, the reason for this email today is we had a very productive video conference meeting with ENTECH and the Arro Consultant Grant Writer. I just wanted to confirm that we do indeed have an opportunity for a 75/25 grant match with FEMA funding in 2021. There were actually two grant options we examined; however collectively we selected the FEMA grant as the most ideal and likely award opportunity. The application for the cycle is currently open.

In addition, it appears the design time and grant award notification would put us on a project award into the second quarter of 2021. We concluded that in order to start the project after April 2021, the process should needs to begin now. Starting the project engineering and grant process now will
also provide us with a more accurate 2021 capital budget allocation based on more precise design information.

Should you need additional information, kindly let me know.

Respectfully,

Steven J. Hunsberger
PPIS/BTMA Director
3535 Orth Street
Bethlehem, PA 18020
PH: 610-814-6421
Bethlehemtownship.org

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From: shunsberger
Sent: Wednesday, May 27, 2020 1:05 PM
To: dbruce@dbruce@bethlehemtwp.com
Cc: mmiranda (mmiranda@bethlehemtwp.com) <mmiranda@bethlehemtwp.com>; rgrube <rgrube@bethlehemtwp.com>; rkanaskie (rkanaskie@bethlehemtwp.com)<rkanaskie@bethlehemtwp.com>; Dietrich, Larry (Larry.Dietrich@arroconsulting.com)<Larry.Dietrich@arroconsulting.com>; Bohner, Bill (Bill.Bohner@arroconsulting.com)<Bill.Bohner@arroconsulting.com>; jepler <jepler@bethlehemtwp.com>
Subject: Public Works Building - Electrical Upgrade

Doug,

Being conscious of our need to reduce spending, specifically the postponement of 2020 capital projects, I would like to propose that the following prep work occur in 2020 for two reasons that I believe provide justification for a more timely investment benefit.

1. As outlined below, there is significant engineering and preparation for this project – I estimate approximately four to six months prior to bidding.
2. Arro Consulting has identified the possibility of obtaining funding through sources such as FEMA for emergency electrical generation projects.

As you will see ENTECH will provide all necessary electrical engineering
services from design through construction to facilitate; replacing all existing panelboards, branch circuit breakers, and identified conductors, installation of two Automatic Transfer Switches (ATS) - one for emergency life safety loads and one for the remaining needs of the building, new LED lighting for the shop and storage areas, and a new natural gas emergency generator. The generator will be sized to accommodate future load capacity as well as an upgrade to a more modern 120/208VAC, three phase electrical service.

A complete breakdown of the ENTECH service, including the lump sum quote for $27,000.00 is included. Based on my past experience this lump sum quote is extremely reasonable for the identified services.

Our efforts to acquire grant funding, and provide ample time for the public bidding process by December 2020 would facilitate physical construction once the winter breaks in early March 2021. I would not disrupt the PW operation in January or February during the height of winter maintenance activity.

Therefore, please find attached the ENTECH proposal and accept this as my official request to have the proposal approved by the BOC at their next regular public meeting.

Steve

Respectfully,

Steven J. Hunsberger
PPIS/BTMA Director
3535 Orth Street
Bethlehem, PA 18020
PH: 610-814-6421
Bethlehemtownship.org

Stay informed! Sign up for community and emergency alerts from Bethlehem Township at nixle.in
June 10, 2020

Steven J. Hunsberger
PPIS/BTMA Director
Bethlehem Township
3535 Orth Street
Bethlehem, PA 18020

RE: Fats/Oils/Grease and On-Lot Disposal System
Program Development
Bethlehem Township, Northampton County, PA
0620-PU01

Dear Steve:

Thank you for requesting services from ARRO Consulting, Inc. (ARRO). Our proposal for the above-referenced work is presented in the form of a Professional Services Agreement, which is valid for acceptance for a period of 60 days from the above date.

In order to initiate work on this project, please sign the Agreement and email a scanned image of the signed agreement to my attention. If you have any questions or require additional information, please contact me at 610-495-2102 or bill.bohner@arroconsulting.com.

Sincerely,

William L. Bohner, Jr., P.E.
Assistant Vice President
WLB/ss
Enclosures
PROFESSIONAL SERVICES AGREEMENT

ARRO Proposal No. 0620-PU01 Revision No. 1

Bethlehem Township and ARRO Consulting, Inc.
4225 Easton Avenue and 350 W. Main Street, Suite 200
Bethlehem, PA 18020 Trappe, PA 19426

July 6, 2020

The purpose of this Agreement is to form the basis for ARRO Consulting, Inc. (ARRO) to provide professional services to Bethlehem Township (Township) associated with design, development, and implementation of a Geographic Information Systems (GIS) based program to manage the Township’s FOG, Pre-Treatment and OLDS Management program.

SCOPE OF SERVICES

ARRO will provide GIS consulting services to design, develop, and implement a GIS cloud-based system to manage the Township’s FOG, Pre-Treatment and OLDS Management program. The following tasks will be completed as part of the Scope of Services:

1. Develop a GIS-based dashboard built within the Township’s ArcGIS Online account. The dashboard will provide a central location to view content, data, and other items associated with the FOG, Pre-treatment and OLDS Program. Editing capabilities will also be available in the dashboard.

2. Develop a database of grease traps, oil separators, pre-treatment plants, and septic tanks built into the dashboard.
   a. Identify grease trap, oil separator, pre-treatment and septic tank types.
   b. Identify grease trap, oil separator, pre-treatment and septic tank sizes.

3. Develop a self-reporting form for property owners to submit to the Township using a web-based interface with log-in credentials. Provide the ability for customer to see historic reporting, and provide the capability to upload “proof of service” documents.
   a. Forms will be mutually agreed upon by ARRO/Township.
   b. Users should provide an active email address (also consider text messaging) for communication.

4. Develop a notification system for property owners to submit forms to Township. This system will be built around email and/or mobile alerts.

5. Develop a live list of web-based self-reports from property owners within the dashboard.

6. Develop a notification system for the Township when forms are submitted from property owners.

7. Develop a form for the Township staff to perform field inspections. This form will be formatted for mobile use.
   a. Forms will be mutually agreed upon by ARRO/Township.
8. Develop a live list of inspections to be performed and a list of completed inspections.

9. Develop analytical trackers within the dashboard to track the live numbers of reports submitted, inspections to be complete, inspections completed, and any other data that the Township would like to have live analytics for.

10. Review program/process with Township staff, evaluate comments and recommendations from Township, implement final iterations and provide training.

SPECIFIC SERVICES EXCLUDED

Services not set forth within the Scope of Services are specifically excluded, including the following.

1. Costs for permits, fees, and licenses, including application fees to regulatory agencies, remote server leasing, and software upgrades incurred by the Township.

2. Costs associated with acquisition of and/or modifications to data acquired from outside sources.

3. Purchase, installation, and/or configuration of GIS software and/or hardware to support GIS initiatives undertaken by ARRO on behalf of the Township.

4. Compatibility verification of the Township’s hardware.

5. Field data collection within confined spaces.

6. Preparation for and actual participation in protracted negotiations, court hearings, and arbitration proceedings, including provision of expert witness testimony.

SCHEDULE

The schedule for completion of assignments and provision of deliverables under this Agreement shall generally conform to the milestone dates agreed upon between ARRO and the Township at the time of project initiation.

ARRO RESPONSIBILITIES

1. Work directly with the Township GIS analyst regarding all modifications to the ArcGIS or web-based System, the Township web host NASTUDIOS for the portal interface, as well as the Township’s IT staff.

2. Notify the Township in the case that additional technical support is needed to carry out the scope of work.

3. Notify the Township in the case that a server upgrade is required to facilitate technical needs.
TOWNSHIP’S RESPONSIBILITIES

1. Provide ARRO the appropriate access to their ArcGIS Enterprise account
2. Create a backup of current dataset while ARRO is working on the site
3. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Township’s policies and decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
4. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required for ARRO to perform its services.
5. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over projects, and such approvals and consents from others as may be necessary for completion of projects.
6. Assist ARRO by placing at its disposal all available information pertinent to projects including previous reports and any other data relative to the work covered herein.
7. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as the Township deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
8. Provide such accounting, legal, and insurance counseling services as may be required by the Township for projects or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the projects including any that may be raised by a third party.
9. Give prompt written notice to ARRO whenever the Township observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.

COMPENSATION

In consideration of the services performed by ARRO in accordance with this Agreement, the Township shall pay ARRO on a time and expenses basis in accordance with the 2020 “Schedule of Hourly Rates and Charges for Professional Services” which is attached. Work done in subsequent years shall be at the rates and charges applicable to that year, a copy of which will be furnished to the Township at their request.

These services shall be provided for a total not-to-exceed fee of Fifteen Thousand Dollars ($15,000.00). In the event that such services are altered by a modification to this Agreement, the Township and ARRO, shall, at the time of such modification, also agree to an equitable adjustment in the not-to-exceed value stated above.
THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF SIXTY (60) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

Bethlehem Township

BY: ____________________________
Printed Name: ____________________________
TITLE: ____________________________
DATE: ____________________________
Township’s Designated Representative: ____________________________

ARRO Consulting, Inc.

BY: ____________________________
William L. Bohner, Jr., P.E.
TITLE: Assistant Vice President
DATE: July 6, 2020
ARRO CONSULTING, INC.
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES
BETHLEHEM TOWNSHIP, NORTHAMPTON COUNTY, PA

Calendar Year 2020

1. Compensation for personnel shall be in accordance with the hourly rates associated with specific tasks as identified below. The job function controls over individual position; that is, if a Professional Engineer provides construction observation services, the Township would be charged the lower rate. Time will be charged in 0.25-hour increments.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Plan/Document Reviews, Construction Management/Submittal Reviews, Construction Drawings/Specifications Preparation, Operation/Maintenance Consulting, Township Meeting Attendance &amp; Miscellaneous Township-Assigned Tasks</td>
<td></td>
</tr>
<tr>
<td>1) Designated Representative as Township Engineer (Registered Professional Engineer) ..... $180.00</td>
<td></td>
</tr>
<tr>
<td>2) Project Manager/Registered Professional Engineer ....................................................... $155.00</td>
<td></td>
</tr>
<tr>
<td>3) Non-Registered Engineering Graduate or Technician/CADD Designer......................... $127.00</td>
<td></td>
</tr>
<tr>
<td>b. Construction Observation/Inspection........................................................................... $114.00</td>
<td></td>
</tr>
<tr>
<td>c. Administrative/Clerical............................................................................................. $68.00</td>
<td></td>
</tr>
</tbody>
</table>

2. Compensation for expenses and other charges shall be as follows:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>d. Mileage................................................................................................. Federal allowable vehicle reimbursement rate</td>
<td></td>
</tr>
<tr>
<td>e. Commercial travel/living expenses............................................................. Net cost</td>
<td></td>
</tr>
<tr>
<td>f. Data processing &amp; duplicating work............................................................. Schedule supplied upon request</td>
<td></td>
</tr>
<tr>
<td>g. Outside services........................................................................................... Net cost plus 15%</td>
<td></td>
</tr>
</tbody>
</table>

3. This rate schedule shall become effective on January 1, 2019.

4. Invoices shall be provided on a monthly basis and will be based either on time and expenses or percentage of work completed. Payment is due to ARRO Consulting, Inc. within thirty (30) days of receipt of an invoice. In the event that payment is not made within thirty (30) days of receipt of an invoice, and so long as a written protest has not entered with ARRO in regard to said invoice, interest may be charged at the rate of one-half percent (0.5%) per month (six percent [6.0%] per annum) beginning on the invoice due date.
1. **OPINION OF PROBABLE COSTS**

   Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors’ methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors’ bids to the Client.

2. **INSTRUMENTS OF SERVICE**

   All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client’s sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. **CHANGED CONDITIONS**

   ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project’s nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. **ADDITIONAL WORK**

   The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO’s compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. **WARRANTY AND REMEDY**

   ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

6. **CONSEQUENTIAL DAMAGES**

   Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subcontractors or suppliers. Consequential damages include, but are not limited to, loss of use and loss of profit.

7. **TERMS OF PAYMENT**

   In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

8. **PATENTS**

   ARRO will not conduct patent searches in the performance of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

9. **SUSPENSION OF SERVICES**

   If payment of ARRO’s invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO’s option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

10. **TERMINATION**

    This Agreement for ARRO’s services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination.

11. **SUCCESSIONS AND ASSIGNS**

    This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

12. **SEVERABILITY AND REFORMATION**

    Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

13. **EMPLOYEE LIABILITY**

    The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.
14. **FORCE MAJEURE**
Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

15. **ENTIRE AGREEMENT**
This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

16. **ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS**
ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

17. **THIRD PARTY BENEFICIARY**
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

18. **GOVERNING LAW**
The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.
Laura:

Here's the info for the motion to enter into an agreement with ARRO for FOG, OLDS, and pre-treatment programs.

Again, please include Steve's explanatory email in the board's packets.

And again, this is an early version of the agreement. Jim Broughal has since made changes and I'm not sure if ARRO has agreed to them or not, or whether we have a final version available.

Thanks,

Doug Bruce
Manager
Bethlehem Township
610 814 6403

Douglas,

In an effort to control engineering program costs, and not get drawn into hourly excessive engineering billing, I have negotiated with Arro Consulting a not-to-exceed proposal for the implementation of our PADEP On-Lot Septic System Maintenance (OLDS) and our Fats, Oils, and greases (FOG) programs. These two programs are required under PADEP regulations, as well as preventing our public sewer system from excessive FOG related discharges. FOG discharges are also regulated under our industrial discharge ordinance (specifically local limits discharge).

Customers that generate these type of discharges are charged based on predetermined surcharge calculations within the penalty and surcharge section of the ordinance.

I have attached the Professional Service Agreement 0620-PU01, which provides all the necessary engineering for Arro to work with our staff as
well as our Consultant Scott Rutzmoser (GIS Analyst) in creating the necessary GIS interface to accomplish this goal. The implementation is rooted in the concept of automation in order to reduce daily staff involvement with FOG customers, all while ensuring that these customers are staying within local limits discharge levels.

By copy of this correspondence to Matt; please prepare a specific PO for this work titled, “FOG and OLDS Program Development” in the amount of $15,000.00 for consideration of approval at the next BOC public meeting. The project cost will be pulled from the SRF GIS and engineering budgeted line items.

Should you have any questions, or need additional information kindly let me know.

Respectfully,

Steven J. Hunsberger
PPIS/BTMA Director
3535 Orth Street
Bethlehem, PA 18020
PH: 610-814-6421
Bethlehemtownship.org

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<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Acct.</th>
<th>Project</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
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<td>420</td>
<td>42135</td>
<td></td>
<td>Civil Service</td>
<td>12,000</td>
<td>1.00</td>
<td>12,000.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1/6/20-6/12/20 Pheiffer &amp; Smith Tuition</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 12,000.00

Invoice Discount: 0.00
Tax: 0.00

Total: 12,000.00
Purchase Memo

PO20201117 – City of Allentown for $12,000 is to pay for police academy tuition for the two new officers (Aidan Pheiffer and Thomas Smith) who will be graduating on June 12, 2020. Tuition is $6,000 for each officer.

The tuition will be reimbursed by Municipal Police Officers Education and Training Commission after I submit the required invoice & payment documentation.

If you have any questions or need additional information, please feel free to contact me.

Captain Gregory J. Gottschall
Bethlehem Township Police Department
4225 Easton Avenue
Bethlehem, PA 18020
(610) 814-6465 -office/ (610) 759-2200 -dispatch
(610) 814-6410 -admin/ (610) 814-6417 -fax
ggottschall@bethlehmertownship.org

***CONFIDENTIAL AND PRIVILEGED: The information contained in this e-mail message and any attachments are proprietary and intended only for the confidential use of the designated recipient named above. If the reader of this message is not the intended recipient or an agent
From: jhoagland
Sent: Tuesday, June 2, 2020 8:21 PM
To: ggottschall <ggottschall@bethlehemtwp.com>; dpancoast <dpancoast@bethlehemtwp.com>
Subject: PO20201117 City of Allentown $12,000 Need Memo for PO Agenda
**BETHLEHEM TOWNSHIP REQUISITION**

**VENDOR NAME & ADDRESS:**

CITY OF ALLENTOWN  
435 Hamilton Street Rm 110  
Allentown, PA 18101-1699

**DEPT.** POLICE  
**NO. #** 144-2020  
**DATE** 6/1/2020

Requested By: Chief Daniel Pancoast  
Dept. Head: Chief Daniel Pancoast

Approval: [Signature]  
BPO 20200049

**SHIPPING ADDRESS (if other than Easton Ave.):**

**THE FOLLOWING WANTED FOR:**

Police Training: Pheiffer & Smith

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Per</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Invoice 1123452 dated 05/26/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Allentown Police Academy - Act 120 Tuition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>105th Full-Time Class (01/06/2020-06/12/2020) - 2 students</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aidan Pheiffer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Thomas Smith</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
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<td>$</td>
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**SHIPPING CHARGES (use $0 if not applicable):**

**TOTAL** $12,000.00

**ACCOUNT NUMBER:**

01.420.42135

**OTHER:**

RECEIVED
JUN 01 2020

Department Copy  Finance Copy

Confirmation Requisition? ___
**INVOICE**

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<tr>
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<th>05/26/2020</th>
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<td>DUE DATE</td>
<td>06/25/2020</td>
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<tr>
<td>ACCOUNT</td>
<td>11761</td>
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<td>AMT DUE</td>
<td>12,000.00</td>
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**DESCRIPTION**

POLICE TRAINING TUITION

Allentown Police Academy - Act 120 Tuition
105th Full-Time Class (1/6/20 - 6/12/20) - 2 Students:
Aidan Pheiffer
Thomas Smith

**AMOUNT**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLICE TRAINING TUITION</td>
<td>12,000.00</td>
</tr>
</tbody>
</table>

Total Amount Due: 12,000.00

Please contact Police with questions concerning this invoice at (610) 439-5978.

**TO AVOID COLLECTION ACTION AND ANY ADDITIONAL CHARGES, PAYMENT MUST BE RECEIVED BY THE DUE DATE**

ACCOUNT NO. 11761

INVOICE NO. 123452

AMOUNT DUE: 12,000.00

Please Remit to: CITY OF ALLENTOWN
435 HAMILTON ST
ALLENTOWN PA 18101-1699
THE VERDIN COMPANY
To: P.O. BOX 23129
   CINCINNATI, OH 45223-0129

THE VERDIN COMPANY
To: Township of Bethlehem B.O.C.
   4225 Easton Avenue
   Bethlehem, PA 18020-1496

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Acct.</th>
<th>Project</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>01</td>
<td>409</td>
<td>42450</td>
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<td>Serv - Buildings/Properties</td>
<td>1</td>
<td>7,270.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Repairs to Township Clock</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: 7,270.00
Invoice Discount: 0.00
Tax: 0.00

Total: 7,270.00
MEMO

TO: BOC
FROM: PPIS Dept
DATE: 6/9/2020
RE: PO20201148 The Verdin Company $7,270.00

This purchase order request is to replace internal drive mechanisms that control movement / synchronization of the 4 internal movements for each clock face. The issue was recently discovered when 2 of the faces stopped keeping time. The service technician was able to realign the area remaining on the gear to provide movement, however this is only a temporary solution. The repair will include One 4 – way pulse time-piece, new drive rods / gears, 4 sets of hands, support bracket, new LED lighting package, and all electrical wiring will be removed and replaced.
**BETHLEHEM TOWNSHIP REQUISITION - PPIS DEPARTMENT**

**VENDOR NAME & ADDRESS:**
The Verdin Company  
444 Reading Road  
Cincinnati, Ohio 45202

**DEPT.** PPIS  
**NO. #** 279-20  
**DATE** 5/22/2020  
**Requested By:** PPIS Department  
**Department Head:** Steven J. Hunsberger  
**Approval:**  
**BPO#**

**SHIPPING ADDRESS (if other than Easton Ave.):**

**THE FOLLOWING WANTED FOR:**
Repair to Township Clock

<table>
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<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Per</th>
<th>Amount</th>
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<td>$7,270.00</td>
<td>$</td>
<td>7,270.00</td>
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<tr>
<td></td>
<td>Repair to Township Clock:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>One New 4-Way Pulse Timepiece</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace all Drive Rods &amp; Gears</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Sets of Replacement Hands</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support Brackets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Led Lighting Kit</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

50% Deposit Required at time of Approval / PO Issuance

**SHIPPING CHARGES (use $0 if not applicable)**

| TOTAL | $ 7,270.00 |

**ACCOUNT NO(S):**
01.409.42450

**OTHER:**
RECEIVE  
MAY 21 2020  
BETHLEHEM TOWNSHIP

_____ PPIS Department Copy  
_____ Finance Department Copy  
Confirmation Requisition? _____
# STREET CLOCK ORDER FORM

**THE VERDIN COMPANY**  
444 READING ROAD - CINCINNATI, OHIO - 45202  
PHONE: (513) 241-4010  
FAX: (513) 241-1855  
TOLL FREE: 1-800-543-0488  
www.VERDIN.COM

**DATE:** May 6, 2020

| SOLD TO: | Bethlehem Township |
| INSTALL AT: | Bethlehem Township |
| ADDRESS: | 4225 Easton Avenue |
| ADDRESS: | 4225 Easton Avenue |
| CITY: | Bethlehem |
| CITY: | Bethlehem |
| STATE: | PA |
| STATE: | PA |
| ZIP: | 18020 |
| ZIP: | 18020 |
| TELEPHONE: | 610-814-6400 |
| TELEPHONE: | 610-814-6400 |
| FAX: | 610-814-6408 |
| FAX: | 610-814-6408 |

<table>
<thead>
<tr>
<th>MODEL</th>
<th>QTY.</th>
<th>NOTES</th>
</tr>
</thead>
</table>
| TWO-FACE | | PABE056  
Existing Model 4MST Post Clock PABE056 |
| FOUR-FACE | | |
| COURTYARD | | |
| DIAL FACE | | This Contract provides for the following:  
1. One 4-way pulse timepiece.  
2. Drive rods/dial gears  
3. 4 sets of hands (required with new timepiece).  
4. Support bracket  
5. LED light kit  
6. Freight for all equipment  
7. Verdin Installation |
| CLOCK COLOR | | |
| ACCENT PAINTING | | Please note: new internal wiring will be supplied. |
| CUSTOM HEADER | | The Verdin Company's Terms and Conditions are attached and are applicable. |
| CUSTOM LIGHTING | | |
| CUSTOM CLOCK | | |

<table>
<thead>
<tr>
<th>VERDIN MASTER CLOCK CONTROLLER</th>
<th>Optional GPS Interface</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN CRIER CARILLON w/SPEAKERS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER OPTIONS</th>
<th>4-way pulse timepiece, drive rods/dial gears, 4 sets hands</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTALLATION</td>
<td>Installation by Verdin</td>
</tr>
<tr>
<td>FREIGHT</td>
<td>SHIPPING PRICE INCLUDED - FOB Verdin Factory</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPROXIMATE DELIVERY DATE</th>
<th>Delivery to be Determined.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All delivery dates subject to final acceptance by The Verdin Co.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>&quot;X&quot; Below To Accept Option</th>
<th>Option Cost</th>
</tr>
</thead>
</table>
| Option #1 | SUBTOTAL (excluding tax)*  
$7,270.00 |
| Option #2 | % Sales Tax (if applicable) |
| Option #3 | Deposit (80% w/Order)*  
$3,635.00 |
| Option #4 | INTERIM PAYMENT DUE |

| Specify Other Payment Terms Below | BALANCE DUE UPON SHIPMENT*  
$3,635.00 |

*Add cost of accepted options to total purchase price and deposit.  
PURCHASER RESPONSIBLE FOR PAYING ALL TAXES.

Purchaser:  
Sales Representative: Doug Gefvert

Authorized Signature  
By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

Order not binding until signed by authorized Verdin representative.

Title ___________________________ Date ____________  
Title ___________________________ Date ____________
## PURCHASE ORDER

**Purchase Order Number:** PO20201163  
**Purchase Order Date:** 6/5/2020  
**Dept Requisition No:** PPIS 290-20

**Ship To:** Township of Bethlehem B.O.C.  
4225 Easton Avenue  
Bethlehem, PA 18020-1496

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Acct.</th>
<th>Project</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>08</td>
<td>475</td>
<td>46160</td>
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<td>Capital - Vehicles PS #1 Grinder Exchange</td>
<td>1</td>
<td>20,610.93</td>
<td>20,610.93</td>
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</table>

**Subtotal:** 20,610.93  
**Invoice Discount:** 0.00  
**Tax:** 0.00

**Total:** 20,610.93
**Bethlehem Township Requisition - PPIS Department**

**Vendor Name & Address:**

JWC Environmental  
2600 S. Gamsey Street  
Santa Ana, CA 92707  
Phone: 949-833-3888  
Fax: 714-549-4007

**Dept.** PPIS  
**No. #** 290-20  
**Date** 5/29/2020  
**Requested By:** PPIS Department  
**Department Head:** Steven J. Hunsberger  
**Approval:**  
**BPO#**

**Shipping Address (if other than Easton Ave.):**


**The Following Wanted For:**

Pump Station #1 Grinder Exchange

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Per</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Quote 53409RevA Dated 5/28/20</strong></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
| 1        | 17T Serrated Cam Cutters with Knurled Spacers  
CMD2410-XDS.0 Monster Renew  
1:1 Stack Hardened Alloy STL  
BUNA-N Elastomers  
Cork & Rubber Gaskets  
Optimized Cut Control Gearing  
Motor Type: Hydraulic  
Less Motors  
Less Reducer  
Less Spool  
End Housing drilled for Guide Plate  
Less Guide Plate  
With 1/2" Perforated Drum w/Drum Brush  
Paint: Epoxy Green  
Patented 17T Wipes Ready Cutters & Knurled Spacers for 2D Cutting  
Patented Optimized Cut Control gearing  
Delta-P sideralis  
Patented 12mm (1/2") Perforated Drums | $           |     | 20,610.93 |

**Shipping Charges (use 00 if not applicable)**

<table>
<thead>
<tr>
<th>Total</th>
<th>$</th>
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<tr>
<td></td>
<td>20,610.93</td>
</tr>
</tbody>
</table>

**Account No(s):**

08.475.46160

**Other:**

**Received:**  
Jun 09 2020

____ PPIS Department Copy  
____ Finance Department Copy  

Bethlehem Township
Customer: 5040314  
James Beahm  
Bethlehem Township B.O.C.  
4225 Easton Avenue  
Bethlehem, PA 18020  
US  

610-814-6424  
jbeahm@bethlehemtownship.org  

Project: Bethlehem Township  

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
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</table>
| CMD2410-XDS2.0  | CMD2410-XDS2.0 Monster Renew  
17T Serrated Cam Cutters with Knurled Spacers  
1:1 Stack Hardened Alloy STL  
Buna N Elastomers  
Cork & Rubber Gaskets  
Motor Type: Hydraulic  
Less Motor  
Less Reducer  
Less Spool  
End Housing drilled for Guide Plate  
Less Guide Plate  
With 1/2" Perforated Drum w/Drum Brush  
Paint Epoxy Green  
Grinder SN: TBD  
Wipes Ready Monster Upgrade includes:  
Delta P Siderails  
Patented 17T Wipes Ready Cutters and Knurled Spacers for 2D Cutting  
Patented Optimized Cut Control Gearing  
Patented 12mm (1/2in) Perforated Drums | 1   | $20,082.75  | $20,082.75  |
| TARIFF          | Tariff Surcharge                                                            | 1   | $528.18     | $528.18        |
| Shipping        | Shipping & Handling                                                         | 1   | $0.00       | $0.00          |

Please verify serial number is correct.

Sub Total $20,610.93  
Tax  
Total $20,610.93  

Notes:  
1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:  
   Bill to Address, Ship to Address, tax exemption certificate.
PURCHASE ORDER

Page: 1

Purchase Order Numbe: PO20201214
Purchase Order Date: 6/11/2020
Dept Requisition No: PPIS 304-20

SCHUYLKILL PAVING, INC
To: 285 BLUE MOUNTAIN ROAD
    SCHUYLKILL HAVEN, PA 17972

Ship
To: Township of Bethlehem B.O.C.
    4225 Easton Avenue
    Bethlehem, PA 18020-1496

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Acct.</th>
<th>Project</th>
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<th>Quantity</th>
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<th>Total Price</th>
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<tr>
<td>08</td>
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<td>46010</td>
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<td>Capital - Coll. Line Repairs</td>
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<td></td>
<td></td>
<td>5/27/20-6/1/20 Willow Park Road Paving Repairs</td>
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Subtotal: 53,002.05

Invoice Discount: 0.00
Tax: 0.00

Total: 53,002.05
Doug,

Please accept this as supporting information to facilitate the payment for paving services under the terms of the 2020/21 BTMA/BT annual paving contract. This work was specifically related to state highway final restoration of Willow Park Road. All Northeast interceptor work is now complete, all quantities have been verified, and work inspected by TPC. We will be looking at closing the PADOT HOP within the next few weeks. Total cost $53,002.05 to Schuylkill Valley Paving.

Should you have any questions, kindly let me know.

Respectfully,

Steven J. Hunsberger
PPIS/BTMA Director
3535 Orth Street
Bethlehem, PA 18020
PH: 610-814-6421
Bethlehemtownship.org

Stay informed! Sign up for community and emergency alerts from Bethlehem Township at nixle.in
**VENDOR NAME & ADDRESS:**
Schuylkill Paving Inc.
285 Blue Mountain Road
Schuylkill Haven, PA 17972
Phone: 570-754-7800
fax: 570-754-2203

**DEPT.** PPIS
**NO. #** 304-20
**DATE** 6/10/2020
**Requested By:** PPIS Department
Department Head: Steven J. Hunsberger
Approval: __________
BPO# __________

**SHIPPING ADDRESS (if other than Easton Ave.):**

**THE FOLLOWING WANTED FOR:**
Willow Park Road Paving Repairs
5/27/2020 - 6/1/2020

<table>
<thead>
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<th>Unit Price</th>
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<th>Amount</th>
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<td>$7,258.70</td>
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<td>$4,517.10</td>
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<td>Patch 7</td>
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<td>$4,020.40</td>
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**Subtotal:**

$ 53,002.05

**ACCOUNT NO(S):**

08.475.46010

**OTHER:**

RECEIVED
JUN 11 2020

Bethlehem Township

Confirmation Requisition? _____
### Invoice Details

**Schuylkill Paving Inc.**  
285 Blue Mountain Road  
Schuylkill Haven, PA 17972

**INVOICE**

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
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<tbody>
<tr>
<td>6/9/2020</td>
<td>8168</td>
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**Bill To**  
Bethlehem Township Municipal Authority  
4225 Easton Avenue  
Bethlehem, PA 18020

**PAOAGHIC:** 005897  
Bureau of Consumer Protection:  
1-888-520-6680

### Invoice Items

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<th>Description</th>
<th>Extended Price</th>
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<tbody>
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<td>WILLOW PARK ROAD PAVING REPAIRS (5/27 - 6/1)</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>PATCH #1</td>
<td>7,258.70</td>
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<tr>
<td></td>
<td>(INCLUDES MOBILIZATION)</td>
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</tr>
<tr>
<td></td>
<td>PATCH #2</td>
<td>5,785.30</td>
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<tr>
<td></td>
<td>PATCH #3</td>
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<td>4,275.95</td>
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<td>PATCH #6</td>
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**Balance Due:** $53,002.05

1 1/4% Interest per Month  
Will be Charged on  
Overdue Accounts

A 3% surcharge applies to payments made by credit card.
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<th>Item</th>
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<td>16 SY</td>
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<td>5&quot; Thick, 25.0mm Base Course</td>
<td>16 SY</td>
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<tr>
<td>#12 - Milling</td>
<td>Milling, 1-1/2&quot; Thick</td>
<td>22 SY</td>
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<td>#11 - Paving</td>
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<td>22 SY</td>
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<td>#7 - Paving</td>
<td>5&quot; Thick, 25.0mm Base Course</td>
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<tr>
<td>#12 - Milling</td>
<td>Milling, 1-1/2&quot; Thick</td>
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<td>#11 - Paving</td>
<td>1-1/2&quot; Thick, 9.5mm Wearing Course</td>
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<td>#18 - Sealing</td>
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<td>#19 - Traffic Line Painting</td>
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<tr>
<td>#7 - Paving</td>
<td>5&quot; Thick, 25.0mm Base Course</td>
</tr>
<tr>
<td>#12 - Milling</td>
<td>Milling, 1-1/2&quot; Thick</td>
</tr>
<tr>
<td>#11 - Paving</td>
<td>1-1/2&quot; Thick, 9.5mm Wearing Course</td>
</tr>
<tr>
<td>#18 - Sealing</td>
<td>Sealing of New Paving Edges</td>
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<td>#7 - Paving</td>
<td>5&quot; Thick, 25.0mm Base Course</td>
</tr>
<tr>
<td>#12 - Milling</td>
<td>Milling, 1-1/2&quot; Thick</td>
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<tr>
<td>#11 - Paving</td>
<td>1-1/2&quot; Thick, 9.5mm Wearing Course</td>
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<tr>
<td>#18 - Sealing</td>
<td>Sealing of New Paving Edges</td>
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<td>1-1/2&quot; Thick, 9.5mm Wearing Course</td>
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<td>#18 - Sealing</td>
<td>Sealing of New Paving Edges</td>
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<td>#19 - Traffic Line Painting</td>
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<td>Patch #6 - Area 11x18 Overall - 9x16 Required Base (Willow Park Road)</td>
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<tr>
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<td>Milling, 1-1/2&quot; Thick</td>
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<tr>
<td>#11 - Paving</td>
<td>1-1/2&quot; Thick, 9.55mm Wearing Course</td>
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<tr>
<td>#18 - Sealing</td>
<td>Sealing of New Paving Edges</td>
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**Total for Patch #6**

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**Total for Patch #7**

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**Total for Patch #8**

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**Total for Patch #9**

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**Total for Patch #10**

**Overall Total**
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**d from Easton Avenue)**

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