

## Municipal Winter Traffic Services Supplemental Agreement

Resolution 2022-09

OGC Form 18-FA-33.0  
Approved OAG 5/6/2013**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION****WINTER TRAFFIC SERVICES SUPPLEMENTAL****AGREEMENT NO 3900038814****FID/SSN #23-6050911****SAP VENDOR #139405-001**

THIS SUPPLEMENTAL AGREEMENT, fully executed and approved this 7<sup>th</sup> day of November,  
2022, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation  
("COMMONWEALTH"),

**AND**

the of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

**WITNESSETH:**

WHEREAS, the parties entered into Agreement No. 3900038814, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900038814 for the purpose of adding certain State Highways.

NOW, THEREFORE, the parties agree to amend Agreement No. 3900038814 in accordance with the following:

1. Exhibit A attached to Agreement No. 3900038814 is revised in accordance with Supplemental Exhibit A which is attached to and made part of this Supplemental Agreement, for the purpose of adding the specified state Highway(s).
2. The effective date of this addition shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.
3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the added roadway only. The amount

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to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.

4. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - (a) The COMMONWEALTH will make payments to the MUNICIPALITY through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The MUNICIPALITY will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the MUNICIPALITY to properly apply the state agency's payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
5. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.
6. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532 which, if not included in the Original Agreement, is attached here as Exhibit B and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.
7. The paragraph of the Original Agreement, regarding offset, is deleted in its entirety and replaced with the following:

The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.
8. The most current versions of the Commonwealth Nondiscrimination/Sexual Harassment Clause, Contractor Integrity Provisions, Provisions Concerning the Americans with Disabilities Act, and Contractor Responsibility Provisions are attached as Exhibit C, and replace any previously referenced versions of the listed clauses and provisions.
9. All other terms and conditions of Agreement No. 3900038814 not modified by this Supplemental Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

*Ron Kopp*

Title: Chairman DATE 11/07/2022

BY Secretary/Treasurer DATE 11/07/2022

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

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_ Date  
for Chief Council

Certified Funds Available Under  
SAP DOCUMENT NO.

SAP FUND

SAP COST CENTER

GL ACCOUNT

AMOUNT

BY \_\_\_\_\_ Date  
for Comptroller Operations

Contract No. \_\_\_\_\_, is split \_\_\_\_\_ %, expenditure amount of \$ \_\_\_\_\_ for federal funds and \_\_\_\_\_ %, expenditure amount of \$ \_\_\_\_\_ for state funds. The related federal assistance program name and number is \_\_\_\_\_; \_\_\_\_\_ . The state assistance program name and SAP Fund is \_\_\_\_\_ ; \_\_\_\_\_ .

Preapproved Form: OGC No. 18-FA-33.0  
App'd OAG 5/6/2013

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**RESOLUTION**

BE IT RESOLVED, by authority of the Board of Supervisors  
(Name of governing body),  
of the Township of Londonderry, Dauphin County, and it  
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Board CHAIRMAN of  
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST: Londonderry Township  
(Name of MUNICIPALITY)  
Ron Kopp By: [Signature] CHAIRMAN  
(Signature and designation of official title) (Signature and designation of official title)  
Chairman Secretary/Treasurer  
Ron Kopp Board Chairman  
(Name) (Official title)

of the Township of Londonderry, do hereby certify that the foregoing  
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the  
Londonderry Township Board of Supervisors, held the 7<sup>th</sup> day of November, 2022.  
(Name of governing body)

DATE: November 07, 2022 Ron Kopp  
(Signature and designation of official title)

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

2022-2023  
 COUNTY: Dauphin County  
 MUNICIPAL: LONKINDERRY TOWNSHIP

CONTRACT EXHIBIT A  
 Revised August 9, 2016

AGREEMENT NO. 3800028811  
 YEAR 4  
 DF 5

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SINGL LANE MILES	MFC	RATE PER MFC*	CDST
0230	Harrisburg Pkwy	0310	3270	0360	3311	51.10	C	\$1,247.13	\$13,843.14
0441	River Rd.	0010	0000	0080	3551	6.50	C	\$1,247.13	\$8,106.36
0311	Dyabrook Rd.	0010	0000	0060	2132	6.30	D	\$1,042.67	\$6,568.89
2007	Dhodale Rd	0010	0000	0070	1985	5.70	E	\$1,042.67	\$5,943.27
2005	Schophouse Rd	0010	0000	0060	1684	5.20	D	\$1,042.67	\$5,421.88
2002	Seitop House Rd.	0010	0000	0020	2555	6.70	D	\$1,042.67	\$6,985.69
2001	Hirschfeld Rd.	0070	0000	0070	3480	6.60	E	\$1,042.67	\$6,881.42

\*For the State of Agreement, rates may vary per county depending on the MFC, see Attachment A Rate Schedule  
 \*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because RoadCUT is paying actual costs. Rates used must be pre approved by BOMCO.  
 TOTAL COST = \$59,750.97  
 MILEAGE MFC B = 17.60  
 MILEAGE MFC C = 18.20  
 MILEAGE MFC D = 12.30  
 MILEAGE MFC E = 18.10  
 TOTAL MILEAGE

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

Surpassed Total Annual E. Year Insurance

1st Year:	\$53,740.82
2nd Year:	\$54,675.00
3rd Year:	\$55,672.50
4th Year:	\$57,091.85
5th Year:	\$58,233.78
TOTAL:	\$279,394.16