

LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS MINUTES
WORK SESSION

September 16, 2026

Chairman Keith Bergman called the Lower Salford Township Board of Supervisor's meeting to order at 7:30 a.m. Present were Supervisors Dave Scheuren, Kent Krauss, Marybeth Morrell and Rick Alderfer. Also present were Joseph Czajkowski, Township Manager; Holly Hosterman, Assistant to the Township Manager; Mike Beuke, Director of Building and Zoning; Andrew Irick, Assistant Director of Public Works; Grace Kelley and Christine Bernhardt, Special Projects Coordinators; Chief Cory Moyer, Lower Salford Township Police Department and Andy Freimuth, Township Solicitor.

Chairman Bergman led the meeting in the Pledge of Allegiance.

Supervisor Scheuren moved to approve the minutes from June 17, June 30, August 4, and September 1, 2026, Work Sessions. Supervisor Morrell seconded the motion, and the motion passed unanimously.

Mr. Irick reported that the Reiff streambank project is complete. He noted that there were 10,000 plugs planted in the basins at the project.

Andrew said that the crew were working on intersection and Vascar striping for the Police Department.

Mr. Irick said that the AED's are scheduled to be installed and deployed in the parks on Thursday and Friday.

Andrew informed the Board that the walking bridge in the Coddington development has been replaced. Additionally, he said that the utility poles for the Oak Drive widening project have been relocated.

Chief Moyer updated the Board on the Winetober Fest event scheduled for October 10th. He said that to date, there have been 150 tickets sold and that there are 40 vendors scheduled. Supervisor Alderfer asked about the enforcement of electric scooters and bikes throughout the Township. Chief Moyer said that they are

continuing enforcement and have met with the school police to meet with the students that are using them to get to school. He said that they are making progress.

Mr. Beuke reported that the Building and Zoning Department has issued 43 building permits thus far in the month of September, and that the Zoning Hearing Board will not be meeting in October. Additionally, he noted that the permits for Winetober Fest had been issued. Mike said that the Planning Commission will be reviewing the zoning text amendment for 270 Main Street (Hennings Shopping Center) and that this issue will be on the Board's agenda in October.

Mr. Czajkowski introduced Kevin Shelley. Kevin reviewed a proposal to bring film companies to the Township to use Township park facilities as filming locations. He said that film companies have found it difficult to get suburban locations for filming and that most townships do not have the permitting process in place to accommodate them. He said that his experience in the industry makes him uniquely qualified to bring the Township and film production companies together. He said that the companies will pay the Township to use the facilities and that he would work with Township staff to ensure that it would not become an issue. The Board was generally in favor of the proposal and asked that Kevin with the Township Manager and Township Solicitor put together a permit process that will protect the Township's interest.

There being no further business, the meeting was adjourned at 7:58 a.m.

Respectfully Submitted,

Joseph Czajkowski
Township Manager

LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS MINUTES
WORK SESSION

October 6, 2026

Chairman Bergman called the Lower Salford Township Board of Supervisor's meeting to order at 7:30 a.m. Present were Supervisors Dave Scheuren, Kent Krauss, Marybeth Morrell and Rick Alderfer. Also present were Joseph Czajkowski, Township Manager; Mike Beuke, Director of Building and Zoning; Chief Cory Moyer, Lower Salford Township Police Department; Doug Jones, Director, Andrew Irick, Assistant Director, Public Works Department; Andy Freimuth, Township Solicitor; Grace Kelley, Special Projects Coordinator.

Chairman Bergman led the meeting in the Pledge of Allegiance.

There was no public comment

Mr. Jones reported that the Sewer Authority's force main project is complete. Doug said that they are working on some paving issues.

Doug said that there has been no word from PennDOT on when the Main street paving project would begin.

Mr. Jones said that the Salford Quarry reclamation project is now projected to be completed by late October, early November. He noted that the soft opening of the road to allow emergency vehicles and school buses through is in place.

Doug said that the traffic signal upgrade project is moving forward. He said that they are waiting for the signal mast arms to be delivered and are looking at relocating the signal control box.

Doug said that the Oak Drive widening project is moving forward as PECO has moved their poles. The widening portion of the project is scheduled to start this week.

Mr. Jones said that there has been no update from the County on the Roberts Road bridge demolition.

Doug said that they are working with the golf course on the James House demolition. He noted that there may be some asbestos which will need to be abated.

Mr. Jones said that Schlosser Road will be closed for 2 weeks in November to allow for the replacement of the culvert near the intersection with Route 113.

Doug said that the Township's portion of the Jacob Reiff streambank project has been completed. He noted that the Perkiomen Watershed will be planting additional plants and trees.

Chief Moyer reported that the Department has hosted the FBI LEEDA training and as result we have 4 officers who are participating at no cost. This is a nationally recognized leadership training program and as a result of our hosting the Township is saving thousands of dollars.

Chief Moyer said that the updates on the Winetober Fest event are, 250 tickets sold, and 60 vendors signed up. He noted that the weather forecast for the date is supposed to be nice, so he would expect those numbers to be higher.

Mr. Beuke reported that the Building and Zoning Department received 77 building permits in the month of September, he said it was an extremely busy month.

Mike said that there is no Zoning Hearing Board hearing scheduled for October.

Mr. Beuke said that the Planning Commission reviewed the zoning map amendment for 270 Main Street (Hennings Shopping Center) and recommended approval. He said that the 3 lot subdivision application for 731 Old Sumneytown Pike will be reviewed at their next meeting.

Mike said that the following is on the Board's agenda; 270 Main Street zoning map amendment – hearing to adopt and Proposed Commercial District text amendment for shopping centers – Authorization to advertise.

Mr. Czajkowski reviewed the minutes of September 2, 2026, Board meeting and the agenda of the Board's October 7, 2026, meeting.

Mr. Czajkowski presented a letter from the Wyndham Court Homeowners Association asking the Township to consider the dedication of their road. Mr. Czajkowski noted that the road was not built to Township specifications as the original land development had indicated that the road would not be dedicated. The Board discussed the request and said that the Township would consider the request if the road was brought up to Township specifications (road widened, removal of parking spaces along cul-de-sac and replace the Belgian block curb with concrete).

Mr. Czajkowski reviewed the 2027 draft budget for minor funds. He noted that many of these funds were passed through. He did, however, note that he has proposed a slight .09 mill increase in the Fire Protection Fund to cover the costs of incentives and equipment for public works employees who volunteer to run with the Fire Company. Mr. Czajkowski said that he would be presenting the draft General Fund and Capital Fund budgets at the mid-month work session.

The Board went into executive session to discuss matters of personnel and that they would not be reconvening.

There being no further business, the meeting was adjourned at 8:22 a.m.

Respectfully Submitted,

Joseph Czajkowski
Township Manager

Montgomery County Consortium of Communities

2026 – 2027 Rock Salt Contract

Joint Request for Proposals (RFP)

Road Salt (Sodium Chloride) Supply for Winter Season 2026–2027

Notice and Invitation to Proposers

The undersigned municipalities and school districts invite qualified vendors to submit proposals to furnish both delivered and non-delivered road salt (sodium chloride, the specifications of which are set forth below) for roadway deicing for the 2026–2027 winter season. This is a joint solicitation to select one supplier by the participating Townships, Boroughs, School Districts and other local agencies (defined below as “Participating Local Agencies”). Following award, each Participating Local Agency will enter into its own separate contract with the selected supplier for its purchases (the form of which is attached hereto as Attachment A, with the Consortium having certain rights thereunder to guarantee overall compliance. There is no joint and several liability among the local agencies; each local agency is responsible for its own orders, deliveries/pick ups, and payments. No minimum purchase quantities are guaranteed, and any quantities stated are good-faith estimates only.

Background and Participating Local Agencies

The Participating Local Agencies seek to ensure the delivery and availability of reliable winter maintenance necessary for their respective operations. The municipalities anticipate ordering as needed to maintain safe roadway conditions during the winter season.

The participating local agencies (“Participating Local Agencies”) are as follows: Abington School District, Abington Township, Ambler Borough, Bridgeport Borough, Cheltenham Township, Collegeville Borough, East Norriton Township, Franconia Township, Hatboro Borough, Hatfield Borough, Hatfield Township, Horsham Township, Jenkintown Borough, Lansdale Borough, Lower Frederick Township, Lower Gwynedd Township, Lower Merion Township, Lower Moreland Township, Lower Providence Township, Lower Salford Township, Marlborough Township, Methacton School District, Montgomery Township, Narberth Borough, New Hanover Township, Norristown, North Penn School District, North Wales Borough, Pottstown Borough, Plymouth Township, Rockledge Borough, Skippack Township, Souderton Borough, Springfield School District (Montgomery County), Springfield Township (Montgomery County), Towamencin Township, Trappe Borough, Upper Dublin School District, Upper Dublin Township, Upper Frederick Township, Upper Gwynedd Township, Upper Hanover Township, Upper Merion Township, Upper Moreland Township, West Conshohocken Borough, West Norriton Township, West Pottsgrove Township, Whitpain Township, Worcester Township. The contact information, delivery addresses and estimated tonnage of rock salt is attached to this RFP as Attachment A.

RFP Schedule

- a. RFP Issuance Date: _____
- b. Deadline for Bidder Questions: _____
(submit to: Dan DeMeno, Manager, Worcester Township; subject:
"MCCC - Road Salt RFP Questions" – ddemeno@worcestertwp.com).
- c. Addenda Issued (if any) on or before: _____
- d. Proposal Due Date and Time: _____
(late proposals will not be accepted).
- e. Anticipated Award/Notice of Intent to Award: _____

The schedule is subject to change by the Consortium.

Attachments

- A Participating Local Agency Contact and Order Information
- B Questionnaire and Pricing Form
- C Form of Guaranty
- D Non-Collusion Affidavit
- E Instructions for Non-Collusion Affidavit
- F Public Works Employment Verification Form and Signature Page
- G Form of Agreement
- H List of Delivery Sites

Scope of Bid and Instructions to Bidders

A. Scope of Local Agency Road Salt Procurement

1) Technical Specifications

Bids are being sought to supply the Participating Local Agencies with bulk Sodium Chloride Roadway De-icer suitable for roadway deicing, meeting the applicable specifications identified below for use on the local agency roads and properties.

All Sodium Chloride delivered under the awarded contract shall be in accordance with PennDOT specification of March 2003, or latest amendment, and shall conform to the following minimum specifications:

- a. Sodium Chloride shall conform to the requirement of ASTM D632-94, Type 1, Grade 1.
- b. Moisture content shall not exceed 2.0% by weight for mined rock salt.
- c. Sodium Chloride shall be proper consistency to allow for spreading with automatic spreading equipment.

- d. All sodium chloride shall be uniformly treated with yellow Prussiate of Soda-Sodium Ferro Cyanide or Prussian Blue-Ferris Ferro Cyanide.
- e. The anti-caking compound shall be introduced uniformly throughout the sodium chloride at such a rate that a minimum of 20-PPM of anti-caking compound is present.
- f. Any sodium chloride that is not free flowing and in useable condition upon delivery at its destination will be rejected.
- g. Physical Requirements:
 - 1. Mined Rock Salt Chemical Composition: Total chloride expressed as NaCL a minimum of 95.0%.
 - 2. Mined rock salt grading: The sodium chloride shall conform to the following particle size distribution specifications as determined by laboratory sieves:
 - PASSING A ½ “ SIEVE (12.50MM) 100%
 - PASSING A 3/8” SIEVE (9.50MM) 95.0% - 100%
 - PASSING A NO.4 SIEVE (4.75MM) 20.0% - 90.0%
 - PASSING A NO.8 SIEVE (2.36MM) 10.0% - 60.0%
 - PASSING A NO. 30 SIEVE (0.60MM) 0.0% - 15.0%
 - 3. Permissible variation in the case of sodium chloride samples after delivery to the purchaser – Tolerance from the foregoing specified value allowed for gradation not to exceed 5.0 percentage points on each sieve size except the 12.5 MM (1/2” and 9.5 MM (3/8”)

2) Quantities

Estimated quantities by each Participating Local Agency are provided for planning purposes only, as reflected in Attachment A. No minimum purchase amounts are guaranteed, and the Participating Local Agencies have no obligation to purchase any specific quantity. Each Participating Local Agency reserves the right to increase or decrease the quantities purchased as may be deemed reasonably necessary for the Participating Local Agency roadway and property de-icing, subject to the Successful Bidder explicitly identifying in its bid submission any minimum truck load per delivery or other limitations on its capabilities. Increases or decreases in the amount ultimately purchased by a Participating Local Agency shall not be a basis on which to adjust the per unit price for the same.

3) Deliveries

Unless a Participating Local Agency elects to pick up its own quantities, deliveries shall be made F.O.B. destination to the facilities designated by each Participating Local

Agency as set forth in Attachment H (List of Delivery Sites). Delivery locations may include stockpile/yard deliveries and direct-to-route deliveries as requested.

- a. Standard Deliveries: Deliveries shall occur Monday through Friday between 7:00 AM and 3:30 PM, subject to modification in the individual contract with each Participating Local Agency, with a normal lead time not to exceed 72 hours from order.
- b. Peak/Winter Event Periods: Prior to anticipated snow/ice events and after declared emergencies, the Successful Bidder shall prioritize the Participating Local Agencies and provide accelerated lead times, subject to safe transport conditions.
- c. Emergency Deliveries: The Successful Bidder shall provide 24/7 emergency delivery capability with a response time not to exceed 8 hours.

The Successful Bidder shall provide an emergency contact number and escalation process for deliveries referenced above.

All deliveries shall conform to the specifications in Section 1) above, and be free from deleterious materials, oversized aggregates, stones, and foreign matter. Participating Local Agencies reserve the right to sample and test delivered product. Loads may be rejected by a Participating Local Agency for failing to meet the above specifications, and, if delivered loads are determined to not conform to the same, the Successful Bidder shall take all actions to assist in the Participating Local Agency's timely procurement of the same, failing which it shall be subject to Section 4 below. The receipt or acceptance of delivery by a Participating Local Agency of a load shall not constitute a waiver of the obligation that the delivered material satisfying the specifications set forth herein.

All loads shall be properly covered and secured. The Successful Bidder is responsible for preventing, cleaning up, and remediating any spillage during transit and at delivery sites.

Each delivery shall be accompanied by a legible delivery ticket and certified weight slip stating the name of the Participating Local Agency taking delivery, the delivery site, date/time, truck identification, gross/tare/net weights, product type.

4) Time, Quantities and Materials of the Essence

Since the availability of Rock Salt is critical to the health, safety and welfare of the Participating Local Agencies, a failure of the Successful Bidder to deliver salt within 72 hours of a request for delivery will result in the individual Participating Local Agency having the option to purchase salt from a third party. In these cases, the Successful Bidder will be required to pay or credit the Participating Local Agency the difference in price between the contracted price and that charged by the third party. To the extent that the Participating Local Agency is able to secure salt from another Participating Local Agency, the Successful Bidder shall be responsible for 125% of all cost associated with the transportation and conveyance of the same.

5) Pricing and Payment

- a. All Road Salt provided under the Bid shall be priced at the Unit Price set forth by the Successful Bidder, FOB delivery.
- b. Fuel/Transportation Surcharges are not permitted, except upon approval of the Participating Municipalities.
- c. Taxes. Prices shall exclude taxes from which such Participating Local Agencies are exempt. Exemption certificates will be provided upon request. All applicable fees, charges and taxes shall be clearly stated.
- d. Invoicing and Payment. The Successful Bidder shall invoice the ordering Participating Local Agency only after delivery and acceptance. Each invoice shall reference the Participating Local Agency's order, delivery site, delivery date(s), product type, quantities with certified weights, and unit price. Payment terms are Net 30 days from receipt of a proper invoice unless otherwise specified by the Participating Local Agency.

6) Term

The contract term for orders placed under this RFP will commence on October 1, 2026, and continue through April 1, 2027 for the 2026–2027 winter season.

B. Instructions to Bidders

- 1) Sealed bids shall be submitted online via PennBid. The online electronic Bid Form can be found by clicking on the "Prepare my Submission" table in PennBid, until 2 PM on September 10, 2026, at which time they will be publicly opened and read at the end of the day by the Consortium. The contract documents are available online, at no cost, at PennBID – <https://pennbid/bonfirehub.com>.
- 2) **Bidders shall submit the following (defined herein as the "Bid Documents"):**
 - a) Line item bid prices, per ton for Rock Salt. To the extent that the Bidder requires any minimum truck load per delivery or any other charges, the same shall be explicitly identified. The FOB delivered per unit price on the estimated total quantity will be used to determine the lowest bidder.

- b) Answers to all of the questions listed on the 2026-2027 Questionnaire for Rock Salt Bidders, attached hereto in Attachment B. Such information shall include a capacity and supply assurance plan, detailing production sources, storage capacity, transportation fleet capacity, contingency plans for severe winters, and priority protocols for emergency events.
 - c) A certified check or bid bond in the amount of 10% of the total bid, issued to the Consortium. Bonds are to be issued by a surety licensed to do business as such in the Commonwealth of Pennsylvania. An electronic copy of the bid security shall be submitted as part of a Bidder's bid, subject to the Bidder submitting an original of the same to the Consortium representative identified in Section 14 below, within three (3) business days. Such guaranty be a guaranty that the Bidder, upon being declared the lowest responsible bidder and awarded the contract, will, within seven (7) calendar days after receipt of the Agreement, execute the Agreement and furnish the required contract bond. The said agreement and contract bond shall be on the standard form as prescribed by the Consortium. If a Bidder to whom the award has been made shall fail to execute the Agreement and to furnish the required satisfactory contract bonds within the time frame specified above or extended by the Consortium in its discretion, the award shall thereupon be void at the option of the Consortium, in which case the proceeds of the bid guaranty shall become immediately payable to the Consortium as liquidated damages, and the contract may be awarded by the Consortium to the next lowest responsible bidder, in the Consortium's discretion.
 - d) Executed Non-Collusion Affidavit. Such sworn statement, submitted on behalf of each person, partnership, joint venture, corporation or other legal entity submitting the Bid, shall certify that the foregoing have not, either directly or indirectly, entered into an agreement, participated in any collusion or otherwise taken any action in restraint of the free, competitive bidding in connection with this RFP.
 - e) Public Works Employment Verification Form and Signature Page.
- 3) All Bidders shall take all action necessary to: thoroughly review, understand and be familiar with the Bid documents; adhere to the conditions, times and terms of the Bid; and certify that it has the ability to fully carry out the terms of the Bid and Contract without exception. By making its Bid, each Bidder understands, represents and warrants that it will provide the items in the Bid without exception; the prices and amounts set forth in the Bid have been arrived at independently and without consultation, communication or agreement with any other prospective contractor, bidder or potential bidder; no attempt has been made or will be made to induce any firm or person to refrain from bidding or to submit a bid higher than Bidder's bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid; and that the bid is made in good faith.

- 4) A Bid shall not be considered “accepted” if it is not based on the specifications set forth herein or if it does not contain all of the Bid Documents set forth above.
- 5) Bidders shall present satisfactory evidence that they have been engaged in the work of supplying bulk salt delivery of the same general character and scope as set forth in the Bid Documents, and that they are fully prepared, with the necessary existing capacity, to promptly and carry out the services set forth herein. A Bidder may attach additional documentation with its submission. Bidders and any subcontractors shall hold all required licenses and permits and comply with all applicable federal, state, and local laws, regulations, and transportation requirements, associated with their compliance with the Bid. Additional evidence of the foregoing may also be requested by the Consortium following the bid opening.
- 6) The submission of a Bid will constitute an incontrovertible offer by the Bidder that Bidder has complied with every requirement of these Bid Instructions and to perform under the project. Bidders shall not be permitted to assign any or all of its rights or interest in a Bid or Bid award, without the prior written consent of the Consortium.
- 7) All questions about the meaning, interpretation, implementation or intent of the Bid Documents are to be directed to Consortium Contact set forth below, in writing, at least seven (7) days prior to the bid opening. Interpretations or clarifications considered necessary by the Consortium Contact in response to such questions will be issued by Addenda in writing delivered by email to all Bidders through PennBid. Oral and other interpretations or clarifications will be without legal effect.
- 8) Addenda may also be issued to modify the Bid Documents as deemed advisable by the Consortium Contact.
- 9) Prior to the bid opening, Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Bids may not be modified, withdrawn or canceled within a period of sixty (60) days following the date of the bid opening unless the Bidder obtains the prior written consent of Consortium, in writing.
- 10) The Consortium reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Bid and to negotiate contract terms with the Successful Bidder in the discretion of the Consortium, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. The Consortium reserves the right to reject the Bid of any Bidder if the

Consortium believes that it would not be in the best interest of the Consortium to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Consortium.

- 11) No actions by the Consortium shall be construed to waive, modify or abrogate any of the Successful Bidder's obligations under the Contract(s), and the failure or omission on any part of the Consortium to condemn or reject defective or inferior work shall not imply acceptance of the materials or release the Successful Bidder from its obligation to comply with the Contract and address replacement of the same at once at its sole costs and expense, notwithstanding that prior payment for the same may have been made.
- 12) Insurance Certificates evidencing current coverage meeting the stated requirements, or a letter from carrier confirming ability to meet requirements upon award. The awarded Bidder shall provide and maintain, at its sole expense: the following insurance, with the Consortium and Participating Local Agencies listed as additional insureds:
 - a. Workers' Compensation Insurance. The selected Bidder must maintain during the life of the Agreement Workers' Compensation Insurance for its employees. Coverage must be in accordance with statutory requirements of the Commonwealth. Coverage must include Employer's Liability Protection with minimum limits of:
 - Bodily Injury by Accident \$100,000 per accident
 - Bodily Injury by Disease \$100,000 per person
 - Bodily Injury by Disease \$500,000 policy limit
 - b. Commercial General Liability. The selected Bidder must maintain during the life of this Agreement Public Liability Insurance to protect it, its subcontractors, and the Participating Local Agencies for injury or damage caused directly by the selected Bidder or its employees for the following limits:
 - General Aggregate \$2,000,000
 - Per Occurrence \$1,000,000
 - Products and Completed Operations \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - c. Automobile Insurance. The selected Bidder must maintain during the life of the Agreement Automobile Liability for all vehicles (owned, non-owned and hired) operating in furtherance of this Agreement for the following limits:
 - Combined Single Limit \$1,000,000

- 13) The successful Bidder shall be required to post a performance bond, in form and substance acceptable to the Consortium, at least equal to 100% of the of the bid amount, which shall continue in place during the term of the agreement for the complete and faithful performance of the project and compliance with the provisions of this Bid, all of the foregoing of which as provided by law. In the event of a default or notice of violation, the surety shall, after fourteen (14) days' notice, take the successful Bidder's place in all respects in the performance of the Agreement and reimbursement/penalty provisions set forth herein. To the extent that the surety does not elect to do so, the Participating Local Agencies shall have the full authority to take all actions necessary to provide such services, the full costs and expenses of which shall be the obligation of the successful Bidder and the surety.
- 14) All questions, requests for information or other communications related to the Bid, prior to award of the same, shall be submitted by email to Daniel DeMeno, Township Manager, Worcester Township, at ddemeno@worcestertwp.com. No other communications with any official or representative of a Participating Local Agency related to the Bid, prior to Bid opening shall be permitted, and, at the discretion of the Consortium, may be the basis for disqualification of a bid submission.
- 15) Each bidder shall acknowledge that the selected bid submission is subject to disclosure under the Pennsylvania Right to Know Act. Bidders shall clearly mark confidential trade secrets as permitted by law, and, to the extent that a Right to Know Act request is made for the same, the Bidder will be notified such that it can take action to assert its designation contra any disclosure of the same.
- 16) Prevailing Wages. To the maximum extent applicable, successful Bidders shall comply with all provisions of the Pennsylvania Prevailing Wage Act and the regulations associated with the same issued by the Pennsylvania Department of Labor and Industry. The successful Bidder shall defend, indemnify and hold harmless the Participating Local Agencies for any claims, fines, penalties or damages asserted to the extent that the successful Bidder does not comply with the same. The successful Bidder shall also supply the Consortium with all necessary records to establish compliance with the Act.
- 17) Nondiscrimination. The successful Bidder shall not discriminate against, intimidate or permit the same, in any manner on the basis of race, color, religion, sex, national origin, disability, age or other protected status, and shall otherwise comply with all applicable equal opportunity employment laws. The successful Bidder shall supply all policies has established and maintained, in compliance with the same, inclusive of written sexual harassment policy.

- 18) Americans with Disabilities Act. The successful Bidder shall fully comply with the Americans with Disabilities Act, 28 C.F.R. 35.101 *et seq.*, and, to the extent that any claim, losses, damages, fines, expenses, demands or suits are raised against the Consortium or Participating Local Agencies, the successful Bidder agrees to defend, indemnify and hold harmless the foregoing.
- 19) Default. To the extent that the successful Bidder fails to fully comply, defaults with the provisions of the Bid and this document, or becomes insolvent, the Consortium and the Participating Local Agencies shall, individually or collectively, have the right to declare the successful Bidder in default, pursue remedies and damages associated with the same, and terminate the Agreement. The Consortium and Participating Local Agencies shall endeavor to provide the successful Bidder with fourteen (14) days' written notice of the same, with an opportunity to cure the default within that period. This time for the cure allowance may be eliminated or reduced, in the judgment of the Consortium or Participating Local Agency asserting the same, due to exigent circumstances of the Participating Local Agencies. The termination or declaration of default shall not impact the remaining Participating Local Agencies, but the Consortium may issue a notice of default and declaration of the termination of the agreement as to all or some Participating Local Agencies, in which circumstances the same apply to each. Any declaration of default shall not impact the Performance Bond obligations of the successful Bidder (or the draw down thereunder), the obligation to cure and address past violations, or the obligation to compensate the Participating Local Agencies for all additional costs and expenses derived therefrom (including any future increases in such Participating Local Agencies to acquire salt for the remainder of the 2026/2027 winter season. Understanding the difficulty in predicting the financial impact of a default as outlined above, the Parties recognize and agree that, in addition to any other remedies available under this Bid or by law, the successful Bidder shall be responsible for 125% of the per ton unit price for the road salt.

This provision shall be construed to be in addition to those rights of the Consortium or Participating Local Agencies to address individual delivery failures pursuant to Section A(4) above.

- 20) Hinderances and Delays. Given the nature of the services being provided, the inherent risks and uncertainties of complying with the Bid are part of its contract and shall not be a basis for avoiding, voiding or modifying the provisions herein. This provision shall not apply to the extent that a Participating Local Agency has directed in writing that the work be stopped. The successful Bidder, except as specified in the contract, shall bear all loss and damage from hinderance or delays from any cause during the provision of the services. The successful Bidder shall notify the Consortium and Participating Local Agencies of any grounds for delays in it carrying out its obligations under the Bid.

21) Dispute Resolution and Jurisdiction. The jurisdiction for any claims, causes of action or disputes arising out of the Bid or the provision of services shall rest with the Court of Common Pleas of Montgomery County. If the successful Bidder shall claim any compensation for alleged damages or breach on the part of a Participating Local Agency, it shall, within six (6) months after incurring such alleged damage or injury, notify the Consortium and Participating Local Agency of the nature of the alleged injury, the date of any occurrence, an itemization of the details and amount of such damage, and provide all documentation supporting the same. The parties may meet, discuss, and mediate such dispute within such period. Any claims, disputes or causes of action raised by the successful Bidder shall be filed within six (6) months of the date of such submission.

ATTACHMENT G
CONSORTIUM/PARTICIPATING LOCAL AGENCY ROAD SALT SUPPLY
AGREEMENT

On ____ day of _____, 2026, this Agreement is entered into by and between _____ [Full Legal Name of Participating Local Agency], a Pennsylvania [municipality/school district/other], with principal offices at _____ (“Participating Local Agency”), the Montgomery County Consortium of Communities, (“Consortium”), and Morton Salt, Inc. a Delaware Corporation with principal offices at 9401 Indian Creek Parkway, Suite 1500, Overland Park, KS 66210 (“Contractor”).

Whereas, the parties acknowledge that Contractor was selected as the successful bidder under the Montgomery County Consortium of Communities 2026–2027 Rock Salt Contract Joint Request for Proposals for Road Salt (“RFP”), and that this Agreement incorporates and is governed by the RFP and Contractor’s accepted bid, as set forth herein at Exhibit A.

Whereas, this Agreement shall memorialize the direct contractual relationship between the Participating Local Agency, the Consortium and the Contractor as to the

1. The Contractor agrees that the provisions of the RFP attached at Exhibit A are binding on it, with such provisions and obligations incorporated as if set forth at length herein.

2. The terms of the RFP and this Agreement shall be binding on the Contractor, its successors, heirs and assigns, noting that the Contractor is not permitted to assign its rights or obligations except upon the prior written consent of the Participating Local Agency.

3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and the venue for any disputes shall be in the Court of Common Pleas of Montgomery County.

4. The Consortium, as the entity issuing the RFP, shall be deemed a third party beneficiary to this Agreement, and shall have the ability to exercise the rights of the Participating Local Agencies, individually or as a collective, upon written authorization from such Participating Local Agencies.

5. Any additional specific provisions applicable to the Participating Local Agency are set forth here:

6. The name and contact information for the Participating Local Agency and the Contractor is as follows:

Participating Local Agency

Name:

Title:

Phone:

Emergency Contact Information:

Email:

Contractor

Name:

Title:

Phone:

Emergency Contact Information:

Email:

7. Independent Contracts; No Joint and Several Liability:

The Parties acknowledged that each Participating Local Agency has a separate contract with the Contractor; is responsible for its own orders, deliveries/pickups, and payments; and bears no joint and several liability with other agencies. A default of such obligations by one Participating Local Agency shall not be a basis for any default, modification or interruption to the services being provided each other Participating Local Agency.

8. Entire Agreement; Counterparts; Signatures:

This Agreement and the incorporated RFP documents constitute the entire agreement between the Parties for the subject matter, superseding inconsistent prior communications; it may be executed in counterparts and by electronic signatures to the extent permitted by law.

Participating Local Agency

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

September 16, 2026

Montgomery County Consortium of Communities

C/O: Dan DeMeno (*via email*)

Township Manager

Worcester Township

1721 S. Valley Forge Road

Worcester, PA 19490

RE: MCCC 2026-2027 Rock Salt Bid

Bid Results

Bursich Project No: MON-20/218190

Dear Dan:

On September 10, 2026, three bids were received for the MCCC 2026-2027 Rock Salt Bid. The apparent low bidder was **Morton Salt, Inc.** with a bid of **\$73.44 per delivered ton**, and \$73.00 per non-delivered ton.

This is an increase of \$9.83 per delivered-ton compared to last year's bid, which was awarded to Morton Salt, Inc. at a price of \$63.61 per ton delivered in 2025-2026.

We have reviewed their submitted bid documents and found them to be satisfactory.

Enclosed is a copy of the bid tabulation for your files along with the submitted bid documents for the three bids received.

Should you have any questions or need further information, please feel free to contact me at 484-941-0418 or ccamburn@vancleefengineering.com.

Very Truly Yours,
Van Cleef Engineering Associates, LLC



Chad E. Camburn, P.E.
Professional Engineer

Enclosure: Bid Tabulation dated September 10, 2026
Morton Salt, Inc. bid documents
Chemical Equipment Labs of DE, INC bid documents
Eastern Salt Co, Inc bid documents

Pc: Michael G. Crotty, Esquire, Township Solicitor; (*via email*)

F:\Projects\MON-20\218190-00 Salt Bidding\2026 Bid\BIDS\2026-09-16_2026-27 Salt Bid Results.docx

OFFICE LOCATIONS

www.vancleefengineering.com

Hillsborough, NJ
908-359-8291

Mt. Arlington, NJ
862-284-1100

Phillipsburg, NJ
908-454-3080

Doylestown, PA
215-345-1876

Pottstown, PA
610-323-4040

Hamilton, NJ
609-689-1100

Toms River, NJ
732-573-0490

Freehold, NJ
732-303-8700

Bethlehem, PA
610-332-1772

BID TABULATION

MCCC 2026-2027 Rock Salt Bid

Montgomery County Consortium of Communities
Date of Bid Opening : September 10, 2026

			Morton Salt, Inc.		Chemical Equipment Labs of DE, INC		Eastern Salt Co, Inc	
Item	Description	Units	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Total Price
1	DELIVERED	TON	62,339	\$ 73.44	\$ 4,578,176.16	\$ 85.17	\$ 5,309,412.63	\$ 5,604,276.10
2	NON-DELIVERED	TON	62,339	\$ 73.00	\$ 4,550,747.00	\$ 85.17	\$ 5,309,412.63	\$ 5,604,276.10