

**RESOLUTION 2026-12
BOROUGH OF HATBORO**

**MONTGOMERY COUNTY, PENNSYLVANIA
A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF HATBORO,
MONTGOMERY COUNTY, PENNSYLVANIA AUTHORIZING A CONTRACT WITH
MORTON SALT**

On ____ day of _____, 2026, this Agreement is entered into by and between The Borough of Hatboro, a Pennsylvania with principal offices at 414 S. York Road, Hatboro, PA 19040 (“Participating Local Agency”), the Montgomery County Consortium of Communities, with an address of 1721 S. Valley Forge Road, Worcester, PA 19490 and (“Consortium”), and Morton Salt, Inc. a Salt Company with principal offices at 9401 Indian Creek Pkwy #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: _____

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Hatboro, this
28th day of September 2026.

Nicole Reichner, Council President

Diane C. Hegele, Borough Manager

Timothy Schultz, Mayor