



TOWNSHIP OF ABINGTON

PUBLIC AFFAIRS COMMITTEE

*John Spiegelman, Chair
Tom Bowman, Vice-Chair
Lori Schreiber
Jimmy DiPlacido
Peggy Myers*

A G E N D A

June 6, 2018

7:00 P.M.

1. CALL TO ORDER

2. CONSIDER APPROVAL OF MINUTES

- a. Motion to approve the minutes of the April 4, 2018 Public Affairs Committee Meeting.

3. PRESENTATION

4. UNFINISHED BUSINESS

PA-05-061418

Consider approving the agreement by and between Abington School District and the Township of Abington as recited and contained for the purpose of Township waiver of fees and School District waiver of permit fees.

5. NEW BUSINESS

- a. PUBLIC AFFAIRS COMMISSIONER JOHN SPIEGELMAN, CHAIR

PA-01-061418

Motion to ratify the submission of the grant application and adopt Resolution #18-024 authorizing the Township Manager to enter into any agreements between Abington Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the grant.

PA-02-061418

Consider a motion to adopt Ordinance # 2156, amending Chapter 126 - "Real Estate Registry - Vacant Properties," at Section 126-4 - "Registration Statement and Fees; Local Agent," Subsection D - "Waiver of Registration Fee."

PA-03-061418

Motion to adopt Resolution No. 18-025 the amended Pre-FY 2015, FY 2015 and FY 2017 Annual Action Plans are approved as presented. Authorizing the President of the Board of Commissioners to sign and submit the amended Pre-FY 2015, FY 2015, and FY 2017 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD).

PA-04-061418

Motion to authorize the CAO and second CAO to execute the Policy Statement and Permanent Agreement by and between the Township of Abington and the Pennsylvania Department of Education (PDE) for the Summer Food Service Program (SFSP). This authorization is also extended to the other related documents required by PDE to be executed and submitted to complete the application, and to further ratify the Township's support of and programming for an Abington Township Summer Food Service Program.



TOWNSHIP OF ABINGTON

PUBLIC AFFAIRS COMMITTEE

*John Spiegelman, Chair
Tom Bowman, Vice-Chair
Lori Schreiber
Jimmy DiPlacido
Peggy Myers*

A G E N D A

June 6, 2018

7:00 P.M.

PA-06-061418

Consider a motion to approve appointments to the Economic Development Committee:

Randee Elton - Term ending 12-31-2020

Naish Patel - Term ending 12-31-2020

Michael Kelly-Cataldi - Term ending 12-31-2020

6. PUBLIC COMMENT

7. ADJOURNMENT



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

5-25-18

DATE

Administration

DEPARTMENT

PA-01-061418

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Resolution #18-024 - War Memorial Island Grant

EXECUTIVE SUMMARY:

This project will be to take the current War Memorial Island which is now in need of an upgrade and turn it into a true Memorial that will honor those that have lost their lives defending our country from WWI to the present war on terror. It will also be a tribute to those that have served or are currently serving out country. It will be a small park with a purpose. The Resolution will allow us to apply for a grant to help fund the project.

This project will be accomplished utilizing both public and private resources. The land is owned and maintained by the Township and a good portion of the site preparation will be performed by Township personnel and equipment. Design work and site plans will be provided by private entities in both chargeable and charitable forms. Walkways, plantings, benches, parking area and site work will be done as part of the applied for grant. All other work including statues, monuments, eternal flame, etc. will be accomplished using private donations and funding as well as volunteer help.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTION:

Motion to ratify the submission of the grant application and adopt Resolution #18-024 authorizing the Township Manager to enter into any agreements between Abington Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the grant.

Resolution #18-024

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, FOR A GREENWAYS, TRAILS, AND RECREATION PROGRAM (GTRP) GRANT FOR THE WAR MEMORIAL ISLAND

BE it RESOLVED, that the Township of Abington of Montgomery County hereby request a Greenways, Trails, and Recreation Program (GTRP) grant of \$107,000 from the Commonwealth Financing Authority to be used for upgrades, walkways, etc. to the War Memorial Island.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Richard J. Manfredi, Township Manager as the official to execute all documents and agreements between the Township of Abington and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Richard J. Manfredi, duly qualified Secretary of the Township of Abington, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held June 14, 2018 and said Resolution has been recorded in the Minutes of the Township of Abington and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Abington, this 14TH day of June, 2018.

ATTEST:

ABINGTON TOWNSHIP

Richard J. Manfredi,
Township Secretary

Wayne C. Luker, President
Board of Commissioners

MADELEINE DEAN, MEMBER
153RD LEGISLATIVE DISTRICT

CAPITOL OFFICE
102 B EAST WING
PO BOX 202153
HARRISBURG, PA 17120-2153
P: 717-783-7619
F: 717-780-4754

DISTRICT OFFICE
1175 OLD YORK ROAD
ABINGTON, PA 19001
P: 215-517-6800
F: 215-517-6828

REPDEAN@PAHOUSE.NET
WWW.PAHOUSE.COM/DEAN



House of Representatives
COMMONWEALTH OF PENNSYLVANIA
HARRISBURG

COMMITTEES
APPROPRIATIONS
FINANCE, VICE CHAIR
JUDICIARY
ETHICS

APPOINTMENTS
PA COMMISSION FOR WOMEN

CAUCUSES
PA SAFE, CHAIR
EARLY CHILDHOOD EDUCATION
SOUTHEAST
WOMEN'S
WOMEN'S HEALTH
GOVERNMENT REFORM

May 23, 2018

PA Department of Community & Economic Development
Office of Business Financing – CFA Programs Division
Greenways, Trails and Recreation Program
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Attn: Mr. Scott Dunkleberger
Executive Director of CFA

Re: Abington Township's Application for DCED-CFA Greenways, Trails and Recreation
Program (GTRP) – Abington Township Veterans' Memorial Park

Dear Mr. Dunkleberger:

I write to offer my support for Abington Township and the local community in their bid to secure funding for this admirable cause—The Abington Township Veterans' Memorial Park.

There is a small park with one marker in the place where the proposed park will be. And while it is something—residents, staff, and elected officials of Abington Township have long pined for the rehabilitation and improvements to this public park. Currently, it is not a proper tribute to honor the fallen and all who have served our country. The plans for this Veteran's Park are quite stunning and will provide a respite for all to reflect and show respect for those who have served. It will also connect a stretch of sidewalk along Old York Road to the sidewalk above this island and will therefore make it a safer, more walkable section of a very busy road in the district.

Local businesses and township departments will be volunteering, and local residents will be raising dollars to build a fitting memorial and to keep the amount of the grant application low. The request of \$107,000 doesn't take into consideration the enormous amount of local heart and toil that will be put into this project—it is equal to much more than just the required 15% match.

This project is an excellent candidate for the Greenways, Trails, and Recreation Program and would be a most welcomed and beloved site for the residents of this area. I request this letter be included in support of Abington Township's application and I hope that you will consider funding this worthy project.

Best regards,

A handwritten signature in black ink that reads "Madeleine Dean". The signature is written in a cursive, flowing style.

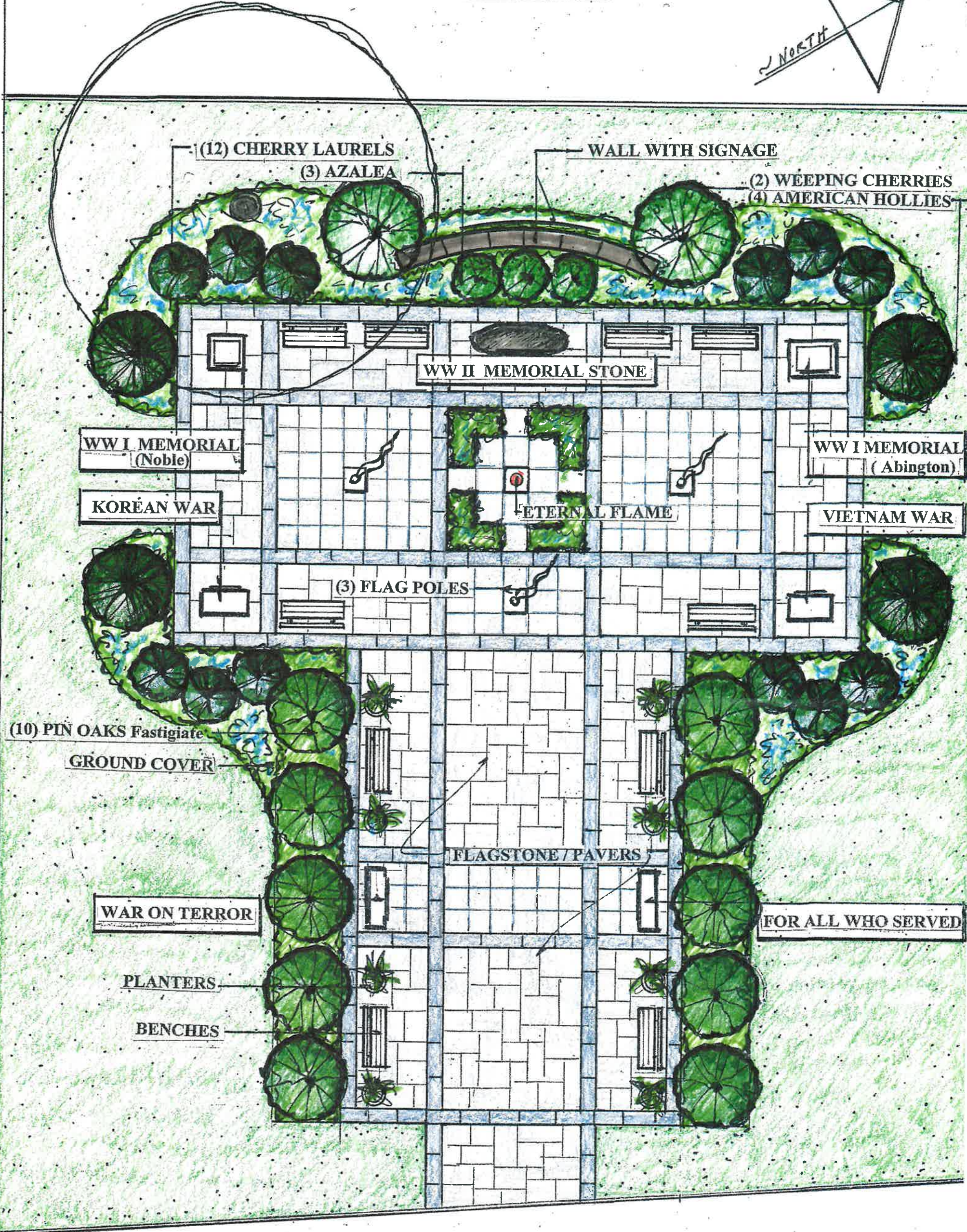
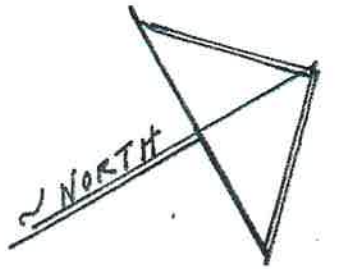
Madeleine Dean

State Representative

153rd Legislative District

Cc: Wayne Luker, Abington Township Board of Commissioners President
Rich Manfredi, Abington Township Manager
Andy Oles, Abington Township Director of Parks and Recreation
Ed Micciolo, Abington Township Director of Public Works

OLD YORK ROAD



Conceptual Landscape Plan
WAR MEMORIAL ISLAND
 Abington Township

SCALE: 1/8"=1'-0"



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

5-30-18

DATE

Administration

DEPARTMENT

PA-02-061418

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Real Estate Registry - Vacant Properties - Ordinance 2156

EXECUTIVE SUMMARY:

Commissioner Schreiber has requested and Commissioner Spiegelman supports consideration of an amendment to the vacant property ordinance as she has concerns that not requiring an appraisal, allows vacant property owners to represent that they are marketing their property at fair market value to avoid be charged the required fees, and possibly never fill the vacancy. Currently, the ordinance provides for a one-time waiver of fees, and that is only an available option for the first 6 months after property becomes vacant. After the 6-month mark, registration fees will be imposed.

In order to assure that the owner of a vacant property is in fact marketing their property at fair market value, Commissioner Schreiber is recommending the Township institute a fair market value test in the "actively selling, renting, marketing" section of the ordinance.

PREVIOUS BOARD ACTIONS:

Advertised 5/27/18

RECOMMENDED BOARD ACTION:

Motion to adopt Ordinance # 2156, amending Chapter 126 - "Real Estate Registry - Vacant Properties," at Section 126-4 - "Registration Statement and Fees; Local Agent," Subsection D - "Waiver of Registration Fee."

**TOWNSHIP OF ABINGTON,
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2156

**AN ORDINANCE AMENDING CHAPTER 126 – “REAL ESTATE REGISTRY – VACANT
PROPERTIES,”
AT SECTION 126-4 – “REGISTRATION STATEMENT AND FEES; LOCAL AGENT,”
SUBSECTION D – “WAIVER OF REGISTRATION FEE”**

WHEREAS, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code (“Code”) at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

WHEREAS, pursuant to section 1502.10 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56510, the Board of Commissioners has the authority to take all needful means for securing the safety of persons or property within the Township; and

WHEREAS, the Board of Commissioners of the Township of Abington has determined that Chapter 126 – “Real Estate Registry – Vacant Properties,” should be amended at Section 126-4 – “Registration Statement and Fees; Local Agent,” Subsection D – “Waiver of Registration Fee,” for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

NOW, THEREFORE, be it and it is hereby resolved as follows:

1. The Board of Commissioners of the Township of Abington hereby amends Chapter 126, “Real Estate Registry – Vacant Properties,” at Section 126-4, “Registration Statement and Fees; Local Agent,” Subsection D – “Waiver of Registration Fee,” which shall read as follows, with the underlined text indicating the revised portions of the code:

D. Waiver of Registration Fee

1. Upon written application of the owner and upon satisfaction of the requirements set forth below, the Board of Commissioners may grant a waiver of the Five

Hundred Dollar (\$500.00) registration fee referenced in paragraph C(2) above.

The waiver shall automatically expire after six (6) months from the date the property first becomes vacant. Upon expiration of the waiver, all provisions of this Chapter shall apply. No more than four (4) waivers shall be granted per property. The waiver shall be granted if the owner satisfactorily demonstrates the following:

- i. The owner is in the process of demolition, rehabilitation, or other substantial repair of the vacant building; and
 - ii. The anticipated length of time for the demolition, rehabilitation or other substantial repair of the vacant building; and
 - iii. The owner is actively attempting to sell or lease the property at reasonable terms, including a price reflecting fair market value, during the vacancy period; and
 - iv. All past due vacant registration fees, if any, and all other financial obligations and/or debts owed to the Township in connection with the vacant property have been paid.
2. The initial application shall be submitted to the Township Manager, or his/her designee, who shall review the application and make a recommendation to the Board of Commissioners based on the criteria set forth above. The Board of Commissioners shall consider the Township Manager's recommendation within sixty (60) days of the date of receipt of the written application.
 3. The Township Manager, or his/her designee, and the Board of Commissioners may require specific documentation to support the owner's valuation and pricing of the property. An application for waiver shall be denied upon determination by the Board of Commissioners that the property is not being marketed at a reasonable price. Fair market value of the property may be supported by:

- i. Professional appraisal performed by a certified real estate appraiser;
- ii. Comparative market analysis conducted by a licensed real estate agent; or
- iii. Other valuation method upon approval of the Board of Commissioners.

4. At all times, the burden of proof shall remain upon the owner of the building to demonstrate that the waiver is appropriate in light of the above factors. It is recommended that the owner submit any available photos, plot plan, layout plan, price, appraisal, comparative market analysis, or other documentation concerning fair market value and agent information with the application for fee waiver to demonstrate the active marketing of the property.

- 2. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance, are hereby repealed.
- 3. The Ordinance shall be effective five (5) days after enactment.

ORDAINED AND ENACTED this _____ day of _____, 2018.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

Richard J. Manfredi, Secretary

By: _____
Wayne C. Luker, President



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

5-30-18

DATE

Community Development

DEPARTMENT

PA-03-061418

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Substantial Amendment to CDBG Budgets

EXECUTIVE SUMMARY:

The purpose of this request is to fully fund the construction line item for the construction of the Crestmont Clubhouse. This project was successfully completed on March 8, 2018. This action is to move unused federal funds to the construction line for this project to make the final payment to the general contractor.

This project is entirely paid with federal funds.

The actual amount being transferred to this project is \$349,726.93. This amount is a combination of unused and reallocated funds from Fiscal Years pre-2015, 2015 and 2017.

PREVIOUS BOARD ACTIONS:

The Abington Township Board of Commissioners approved the funding to construct a new community facility at Crestmont Park at the July 14th, 2016 and the July 13th, 2017 Board of Commissioners' meetings. Funding for this project will come from CDBG federal funds, which is allocated to the Township from Fiscal Years 2016 & 2017. On April 13, 2017, the Abington Township Board of Commissioners accepted the lowest responsible bid and approved to enter into a contract with L.J. Paoletta Construction, Inc. in the amount of \$1,545,571.00, please see attached.

RECOMMENDED BOARD ACTION:

Motion to adopt Resolution No. 18-025 the amended Pre-FY 2015, FY 2015 and FY 2017 Annual Action Plans are approved as presented. Authorizing the President of the Board of Commissioners to sign and submit the amended Pre-FY 2015, FY 2015, and FY 2017 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD).

Ordinance No. 2138 - To Amend Chapter 156 (Vehicles and Traffic), Article II (Traffic Regulations) Section 14 – (Stop Intersections) and Article III (Parking Regulations) Section 25 – (Parking Prohibited At All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping Or Standing)

Commissioner Schreiber made a MOTION, seconded by Commissioner Spiegelman to advertise Ordinance No. 2138 amending Chapter 156 (Vehicles and Traffic), Article II (Traffic Regulations) Section 14 – (Stop Intersections) and Article III (Parking Regulations) Section 25 – (Parking Prohibited At All Times; No Parking Between Signs; No Parking Here to Corner; Parking Prohibited Except Certain Hours; No Stopping Or Standing) for adoption at the regularly scheduled meeting of the Board of Commissioners on May 11, 2017 at 7:30 PM.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

MOTION was ADOPTED 14-0.

PUBLIC AFFAIRS COMMITTEE:

Bid Award – Community Facility at Crestmont Park

Commissioner Spiegelman made a MOTION, seconded by Commissioner Kalinoski to accept the lowest Responsible Bidder and enter into a contract with L.J. Paoella Construction, Inc. in the amount of \$1,545,571.00 to construct a new community facility at Crestmont Park.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

MOTION was ADOPTED 14-0.

Funding of the Community Facility at Crestmont Park

Commissioner Spiegelman made a MOTION, seconded by Commissioner Kalinoski to authorize the use of funds from BB&T Account Number 1390000740639 in the amount of \$119,027.62 (as of 01/31/2017) to fund the construction of the new community facility at Crestmont Park. This account was established on August 31, 1990 for affordable housing purposes that has been replaced by funding from HUD and DCED.

Commissioner Luker asked for any comments from Commissioners or staff. There were none.

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA
RESOLUTION NO. 18-025**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF
ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA AMENDING THE PRE-FY 2015, FY
2015, AND FY 2017 CDBG PROGRAM.**

Whereas, the Township of Abington, Pennsylvania is a recipient of grant funds under the Community Development Block Grant (CDBG) Program administered by the U.S. Department of Housing and Urban Development (HUD); and

Whereas, the Township of Abington had previously approved budgets and Annual Action Plans for the Pre-FY 2015, FY 2015, and FY 2017 Program; and

Whereas, HUD permits grant recipients to revise and amend its previous budgets and Annual Action Plans; and

Whereas, in accordance with the Federal Regulations governing the CDBG Program certain changes and revisions to the Annual Action Plans may be considered a substantial amendment as outlined in the Township of Abington's Citizen Participation Plan; and

Whereas, it has been determined that the proposed changes and revisions to Pre-FY 2015, FY 2015, and FY 2017 CDBG Program are a substantial amendment and the Township's Citizen Participation Plan has been followed.

NOW, THEREFORE, the Board of Commissioners of the Township of Abington does hereby RESOLVE as follows:

Section 1. The amended Pre-FY 2015, FY 2015, and FY 2017 Annual Action Plans are approved as presented, and as shown in the budgets for each program year which is attached and marked EXHIBIT "A."

Section 2. The President of the Board of Commissioners is hereby authorized to sign and submit the amended Pre-FY 2015, FY 2015, and FY 2017 Annual Action Plans to the U.S. Department of Housing and Urban Development.

RESOLVED and **ADOPTED** at its public meeting held on the _____ day of _____, 2018.

ATTEST:

ABINGTON TOWNSHIP

Richard J. Manfredi
Township Secretary

Wayne C. Luker, President
Board of Commissioners



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

5-30-18

DATE

Community Development

DEPARTMENT

PA-04-061418

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Authorization to enter into an Agreement with Pennsylvania Department of Education (PDE) for the Summer Food Service Program (SFSP).

EXECUTIVE SUMMARY:

The Township operated the Summer Youth Meal Program at Crestmont Park in 2017. Subsidized lunches were offered to any child 18 years of age or younger. A total of 187 meals were provided. An average of 16 children per day participated in this program.

The Summer Food Service Program (SFSP) is a federally funded program that is operated by the U.S. Department of Agriculture and administered by the Pennsylvania Department of Education (PDE) in the Commonwealth of Pennsylvania. According to Abington School District, 26.6% of the current student body are eligible for free or reduced price meals.

Abington School District currently has a school enrollment of 8,368 (K-12) students. 2,225 students of the school's enrollment are eligible for free or reduced price meals.

Research has determined that federally funded meals are an effective tool for reducing obesity among lower income children. All of the meals and snacks served through the Summer Nutrition Programs must meet federal nutrition standards. The meals served through the SFSP require servings of grains, proteins, fruits and vegetables, and milk. No Township funds are needed or will be used to operate this program. CDBG funds will be used to pay for the part time seasonal staff. CDBG funds will be used to make the initial purchase of the meals and will eventually be reimbursed by PDE.

Meals are proposed to be prepared by an established national commercial corporate meal provider (US Foods, Inc.). This food provider currently provides meals to several child care facilities in the Philadelphia region.

PREVIOUS BOARD ACTIONS:

On July 14th, 2016, the Abington Township Board of Commissioners approved the funding of a Summer Meal Program in its 2016 CDBG Budget.

This program successfully operated last year.

RECOMMENDED BOARD ACTION:

Motion to authorize the CAO and second CAO to execute the Policy Statement and Permanent Agreement by and between the Township of Abington and the Pennsylvania Department of Education (PDE) for the Summer Food Service Program (SFSP). This authorization is also extended to the other related documents required by PDE to be executed and submitted to complete the application, and to further ratify the Township's support of and programming for an Abington Township Summer Food Service Program.



Summer Youth Meal Program

The **Abington Township Summer Youth Meal Program** is a federally funded child nutrition program that provides a nutritious **FREE lunch** each weekday to **children aged 1-18**.

PROGRAM DATES/HOURS: Mondays–Fridays, 11:30AM–12:30PM, **June 18–August 17**. *NOTE: The program will NOT operate on Wednesday, July 4 or on rainy days.*

LOCATION: Meals and snacks will be distributed at **Crestmont Clubhouse at Crestmont Park** (2500 Old Welsh Road, Willow Grove, PA 19090)—across from the Willow Grove Park Mall.

INFORMATION: For additional information, please contact Abington Township Director of Community Development **Van B. Strother** at **267-536-1019** or **vstrother@abington.org**.

**Pennsylvania Department of Education
Bureau of Budget and Fiscal Management
Division of Food and Nutrition**

Sponsor Name Township of Abington

Agreement Number _____
(to be assigned by the Pennsylvania Department of Education)

National School Lunch Program
School Breakfast Program
Special Milk Program
Afterschool Snack Program
Child and Adult Care Food Program
Summer Food Service Program

**Child Nutrition Programs
Policy Statement and Permanent Agreement**

INSTRUCTIONS: Complete this Policy Statement and Permanent Agreement and provide original signatures (in BLUE ink) from the Chief Administrator, Executive Director, or owner who shall sign the Agreement and take responsibility for the Programs as indicated below. Submit the original Agreement to:

PA Department of Education
Bureau of Budget and Fiscal Management
Division of Food and Nutrition
333 Market Street, 4th Floor
Harrisburg, PA 17126-0333

This Policy Statement and Permanent Agreement, hereinafter referred to as Agreement, are permanent documents that are supplemented by the Sponsor Application and Site Information in the Child Nutrition Program Electronic Application and Reimbursement System (CN PEARS), hereinafter referred to as PEARS. The Sponsor Application and Site Information must be renewed annually by the sponsor, and updated as frequently as necessary to ensure information contained in the Sponsor Application and Site Information is accurate and up to date. The Sponsor Application and Site Information must be approved by the Pennsylvania Department of Education, hereinafter referred to as PDE.

NO MONIES OR OTHER BENEFITS MAY BE PAID OUT UNDER THESE PROGRAMS UNLESS THIS POLICY STATEMENT AND PERMANENT AGREEMENT IS COMPLETED, APPROVED, AND FILED AS REQUIRED BY EXISTING REGULATIONS (Title 7 CFR Parts 210, 215, 220, 225, 226, AND 250).

PDE, and the Sponsor as listed above, hereinafter referred to as Sponsor, do hereby make and enter into this Agreement, as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following Program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR Part 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226; and the Special Milk Program (SMP) 7 CFR Part 215.

I. DEFINITIONS

For purposes of this Agreement:

“Sponsor” shall mean (1) a school food authority (SFA), which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture’s (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside school hours care center, emergency shelter, or adult day care center which enters into an agreement with PDE to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the SFSP, which means a public or private nonprofit SFA, a public or private nonprofit residential summer camp, a unit of local, municipal, county, or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the NSLP and SBP and which is approved to participate in the Program.

School Nutrition Programs (SNP) shall mean all services provided under the authority of the NSLP, SBP, SMP, and Afterschool Snack Program.

All other terms in this Agreement have the same meaning as they are defined in the statutes and regulations.

II. PROGRAM DESIGNATION

The above-named Sponsor applies for, and agrees to operate the NSLP, SBP, SMP, Afterschool Snack, CACFP, and/or SFSP according to the PEARS Sponsor Application(s) and Site Application(s). PEARS, including authorized users, must be kept up to date with applicable Programs and sites and approved by PDE.

III. CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A. Sponsor will comply with all laws and regulations applicable to its designated Program(s), as well as 7 CFR Parts 245 and 250, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and FNS instructions, policy memoranda, guidance, and other written directives interpreting the statutes and regulations applicable to the Programs and State rules, regulations, policies, and procedures as issued by PDE.
1. As applicable by Program, enter into an agreement to receive donated foods as required by Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools (7CFR Part 250);
 2. Certify that each of the SNP sites listed in PEARS identifies the names of all sites operating under the authority of the Sponsor referred to in this Agreement conducting SNP is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; comply with the applicable Civil Rights Policy; and is an approved educational entity;
 3. Ensure that no site is participating in more than one of these Programs simultaneously: SFSP, SMP, or CACFP. Additionally, the Sponsor must ensure that the site is not simultaneously participating in a Child Nutrition Program

offered by another sponsor in the Child Nutrition Programs;

4. Advertise the Program in accordance with Program regulations, rules, and guidance; and
 5. Meet the training requirement for Sponsor's administrative and site personnel.
- B. Sponsor accepts final administrative and financial responsibility for management of a proper, efficient, and effective food service operation in each school, summer feeding site, and/or child and/or adult care facility operated or sponsored by Sponsor. This responsibility includes any audit exceptions or payment deficiency in the Program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by USDA, PDE, or auditors. Sponsor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
1. Maintain a nonprofit food service and observe the requirements listed under 7 CFR 210.9(b)(1) and the limitations on the use of nonprofit food service revenues and the limitations on any competitive school food service;
 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if PDE has granted prior written approval;
 3. For SNP and CACFP, limit net cash resources to an amount that does not exceed three months' average expenditures for nonprofit food services or such other amount as may be approved in accordance with PDE;
 4. Maintain a financial management system as prescribed by State and Federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
 5. Submit claim reimbursements for all meals/snacks in the appropriate eligibility category and served in accordance with the agreement to eligible children. The authorized signer of the monthly claim for reimbursement, who must be a sponsor employee, shall be responsible for reviewing and analyzing meal, milk, and snack counts to ensure accuracy of said claims, as specified in 7 CFR 210.8, 7 CFR 220.11, 7 CFR 215.10, and 7 CFR 210.9;
 6. Claim for reimbursement at the assigned rates only for meals and meal supplements served in accordance with the agreement;
 7. Submit claims and/or revised claims for reimbursement in accordance with procedures established by PDE and Program regulations. Original or revised claims not received within the required timeframe require special permission and processing for reimbursement and must comply with USDA regulations governing late and/or revised claims. Original or revised claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available and the request for payment by the Sponsor has been approved;
 8. Upon request, make all facilities, accounts, and records pertaining to its Child Nutrition Program(s) available to PDE, USDA, and/or other appropriate officials

determined by PDE or USDA for inspection, audit, or review at a reasonable time and place. Such records, including eligibility determination documents submitted by families, approved and denied individual applications for free and reduced price meals and meal supplements, direct certification documentation, individual applications for free milk submitted by families, financial and supporting documents, statistical records, and other records pertinent to the services for which a claim was submitted shall be retained for a period of three (3) years plus the current year, except that if audit findings have not been resolved, the records shall be retained beyond three (3) years plus the current year or as long as required for resolution of the audit findings raised by the audit. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between PDE and the Sponsor. Sponsor will keep records of nonexpendable property acquired under the contract for three (3) years after final disposition of the property, or for NSLP and SBP, Sponsors participating in the Community Eligibility Provision (CEP) must maintain documentation for the entirety of the four (4)-year cycle plus an additional three (3) years;

9. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit food service, such foods as may be offered as a donation by USDA. CACFP sponsors have the choice to accept commodities or cash in lieu of commodities;
 10. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal law, rules, and regulations, as well as the applicable State law and regulations. The provision shall not be construed as limiting PDE's right of access to recipient case records or other information relating to clients served under this contract;
 11. For CACFP and SFSP, submit to PDE in a timely manner an amendment to its application or budget management plan when any change from information that was originally submitted in Sponsor's application occurs;
 12. For SFSP, claim reimbursement only for the type or types of meals specified in the PEARS Sponsor and Site Applications and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the PEARS Sponsor and Site Applications and served without charge to children who meet the Program's income standards;
 13. Claim no more than the maximum number of meals by meal type per child in accordance with Program regulations, rules, and guidance; and
 14. For SNP, verification must be completed on Household Meal Benefit Applications for free or reduced price meals as specified by Program regulations and guidance.
- C. Sponsor further agrees to perform as described in application documents, policy statements, supporting documents, and approved amendments to the application or this Agreement for participation in designated Programs.
1. Serve meals and meal supplements that meet the requirements prescribed in

the USDA regulations;

2. For Sponsors with a pricing statement, price the meals or meal supplements as a unit. Where applicable, reduced and paid meal prices must be in accordance with Program regulations, rules, and guidance;
3. For SNP and CACFP, serve meals and meal supplements, if applicable, free or at a reduced price to all children who are determined by the Sponsor to be eligible for such meals;
4. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;
5. Maintain necessary facilities for storing, preparing, and serving food;
6. Maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
7. Comply with the food safety requirements of 7 CFR 210.9(b)(14) for SNP, 7 CFR 226.6(d) for CACFP, and 7 CFR 225.6(e)(9) for SFSP;
8. Maintain files of currently approved and denied free and reduced price meal applications. If applications are maintained at the sponsor level, they shall be readily retrievable by the site;
9. In SNP, maintain the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance to Needy Families (TANF) program, or the income-eligible Medicaid (MA) program, and under 7 CFR 210.9(b)(19)(ii – vi), Sponsors must maintain documentation for certification for children designated as homeless, runaway, migrant, head start, and foster;
10. In the CACFP, maintain current enrollment forms for all children enrolled and claimed as free, reduced, or paid in the center/home;
11. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the CACFP, provide information on the boundaries of the attendance areas for the elementary schools identified as having fifty (50) percent or more of enrolled children certified eligible for free or reduced price meals;
12. For CACFP, provide or accept responsibility for the provision of organized, nonresidential day care and immediately report to the appropriate State Agency any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
13. For CACFP, for-profit Sponsors must report the number of Child Care Information Services (CCIS) recipients on the monthly claim for reimbursement. Sponsors must maintain current CCIS lists and have it available for reviews; and

14. Submit for PDE approval applications and agreements, via PEARS, for any site or center/day care home for which Sponsor intends to sponsor that operates during allowable periods and times in accordance with Program regulations, rules, and guidance. Sponsor understands no meals may be claimed for sites until they are approved by PDE or prints the effective date assigned by PDE.
- D. Sponsor agrees that for each participating site under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular Program):
1. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service Programs in accordance with Program regulations and instructions;
 2. Count the number of reimbursable meals/snacks served and by eligibility category to eligible children at the Point of Service or through another counting system if pre-approved by PDE except Afterschool Snack Program counts do not need to be taken at the Point of Service under 7 CFR 210.9(c)(8);
 3. Agree to serve breakfast during a period designated and determined reasonable as the breakfast period and to serve lunch during the period designated as the lunch period. For SNP, the lunch period must be between 10:00 AM and 2:00 PM unless otherwise approved by PDE;
 4. Offer or serve meals and meal supplements which meet the requirements and provisions set forth in Program regulations during times designated as meal service periods by the Sponsor in PEARS, and offer or serve the same meals to all children;
 5. For SNP, no later than December 31 of each year, provide PDE with the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October; and
 6. Conduct monitoring visits of sites as required by Program regulations, rules, and guidance to ensure sites are in compliance with Program requirements. Maintain documentation of site visits and reviews in accordance with §225.15(d)(2) and (3) and ensure children consume meals on-site at approved sites unless Program regulations, rules, or guidance allows certain foods to be taken off-site for consumption. The Afterschool Snack Program must be reviewed two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year-round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter as specified in 7 CFR 210.9(c)(7).

IV. POLICY STATEMENTS

- A. For NSLP, SBP, SMP, or commodity-only, as listed in 7 CFR 245.10(a)(1-5), this

document acts as the Policy Statement and contains the following:

1. The official or officials designated by the Sponsor to make eligibility determinations on its behalf for free and reduced price meals or for free milk;
 2. An assurance that, for children who are not categorically eligible for free and reduced price benefits, the local educational agency (LEA) will determine eligibility for free and reduced price meals or free milk in accordance with the current Income Eligibility Guidelines;
 3. The specific procedures the LEA will use in accepting applications from families for free and reduced price meals or for free milk. Additionally, the LEA must include the specific procedures it will use for obtaining documentation for determining children's eligibility through direct certification, in lieu of an application. LEAs shall also provide households that are directly certified with a notice of eligibility, as specified in 7 CFR 245.6(c)(2), and shall include in their Policy Statement a copy of such notice;
 4. A description of the method or methods to be used to collect payments from those children paying the full price of the meal or milk, or a reduced price of a meal, which will prevent the overt identification of the children receiving a free meal or free milk or a reduced price meal; and
 5. An assurance that the school will abide by the hearing procedure set forth in 7 CFR 245.7 and the nondiscrimination practices set forth in 7 CFR 245.8.
- B. For SFSP, Sponsor agrees to accept responsibility for providing Program benefits to eligible children in the Program.
1. The Sponsor assures PDE that:
 - a. All children are served the same meal;
 - b. There is no discrimination in the course of the food service; and
 - c. The meals served are free at all sites.
 2. All SFSP camps that charge separately for meals also ensure the following:
 - a. The income eligibility standards conform to the family size and income standards for reduced price school meals;
 - b. The method or methods used in accepting applications from families for Program meals ensure that households are permitted to apply on behalf of children who are members of households receiving SNAP (formerly food stamps), FDPIR, or TANF benefits using the categorical eligibility procedures described in 7 CFR 225.15(f);
 - c. The method used by camps for collecting payments from children who pay the full price of the meal prevents the overt identification of children receiving a free meal;
 - d. The camp will establish a hearing procedure for families wishing to appeal a denial of an application for free meals. Such hearing

procedures shall meet the requirements set forth in paragraph 7 CFR 225.15(c)(5);

- e. If a family requests a hearing, the child shall continue to receive free meals until a decision is rendered; and
- f. There will be no overt identification of free meal recipients and no discrimination against any child on the basis of race, color, national origin, sex, age, or disability.

V. PDE CLAIMS PAYMENT

- A. PDE will, subject to Federal appropriation and availability to PDE of sufficient funds for the applicable Program, make Program payment to Sponsor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable Federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by PDE as documented in PEARS.
- B. The Sponsor acknowledges that failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension, or termination of the Program, as specified in 7 CFR 210.24.
- C. The Sponsor shall establish internal controls which ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement. At a minimum, these internal controls shall include:
 - 1. An on-site review of the meal counting and claiming system employed by each site within the jurisdiction of the Sponsor;
 - 2. Comparisons of daily free, reduced price, and paid meal counts against data which will assist in the identification of meal counts in excess of the number of free, reduced price, and paid meals served each day to children eligible for such meals; and
 - 3. A system for following up on those meal counts which suggest the likelihood of meal counting problems.
- D. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity of any funds, assets, or property provided under Child Nutrition Programs or retains for its own use or gain, whether received directly or indirectly from PDE, the penalties specified in 7 CFR 210.25 and 245.12(a) shall apply. These may include, but not necessarily be limited to, suspension or termination of the Program, as specified in 7 CFR 210.24.

VI. AUDITS

Sponsor understands that acceptance of funds under this Agreement acts as acceptance of the authority of PDE, USDA, or any other State or Federal authorities to conduct an investigation in connection with those funds. Sponsor further agrees to cooperate fully with any State or Federal authorities in the conduct of the audit or investigation, including providing all records requested.

Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by sub-Sponsors through Sponsor and the requirement to cooperate is included in any subcontract it awards.

PDE provides Federal financial assistance to a variety of entities which must comply with all State and Federal audit requirements including: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, any other applicable law or regulation, and any amendment to such other applicable law or regulation which may be enacted or promulgated by the Federal government.

All Sponsors of a local government or for or nonprofit organization that expends total Federal awards of \$750,000 or more during its fiscal year, received either directly from the Federal government or indirectly from a recipient of Federal funds, shall have an audit made in accordance with the provisions of 2 CFR Part 200, and in accordance with the laws and regulations governing the Programs in which it participates.

If the local government or nonprofit organization expends less than \$750,000 of Federal financial assistance during its fiscal year, the Sponsor is exempt from these audit requirements. The Sponsor is required to maintain records of Federal financial assistance and to provide access to such records, which subject to an audit at any time, by Federal and State Agencies or their designees.

At a minimum, for-profit CACFP Sponsors earning over \$750,000 will receive an audit by an entity designated by PDE.

All Sponsors of the Child Nutrition Programs are subject to an audit at any time, including entities who are indirect recipients of Federal funds, such as food service management companies.

VII. PRO-CHILDREN ACT OF 1994

As required by the Pro-Children Act of 1994, 20 U.S.C. Section 6081 et seq., the Sponsor assures that:

1. The Sponsor prohibits smoking within any indoor facility owned, leased, or contracted for and utilized by the Sponsor for the routine or regular kindergarten, elementary, secondary education, or library services to children; and
2. The Sponsor prohibits smoking within any indoor facility (or portion thereof) owned, leased, or contracted for by the Sponsor for the provision by the Sponsor of regular or routine health care, day care, or early childhood development (Head Start) services to children, or for the use by the employees of the Sponsor who provide such services, except that this subsection shall not apply to:
 - a. any portion of such facility that is used for inpatient hospital treatment of individuals dependent on, or addicted to, drugs or alcohol; and
 - b. any private residence.

VIII. ASSURANCES CLAUSE

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement;
- x. The USDA nondiscrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this

assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

USDA NONDISCRIMINATION STATEMENT

Sponsors are responsible for reflecting the USDA Nondiscrimination Statement on vital Program documents and materials. Vital Program documents and materials are used or seen by FNS Program applicants and participants and may include, but are not limited to: applications, eligibility/ineligibility notices, adverse action notices, the Program home web page, etc.

IX. CERTIFICATIONS

Sponsor shall execute and comply with the following Certifications:

- A. Certification Regarding Debarment and Suspension: Sponsor certifies that it is not currently under suspension or debarment by the Commonwealth, any other State, or the Federal government, nor will it make awards to any party that is under debarment or suspension.
- B. Certification Regarding Lobbying: The undersigned certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing a Member of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan or modification of a Federal contract, grant, loan, or cooperative agreement. The language of this certification will be included in award documents for any covered subaward (subgrant, contract, subcontract, cooperative agreement, etc.) exceeding \$100,000 in Federal funds and all subrecipients shall certify accordingly. Sponsors receiving more than \$100,000 in Federal funds must complete a lobbying activities disclosure form.
- C. Clean Air and Water Certification: Agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

X. TERM AND TERMINATION

- A. This Agreement shall take effect on the designated effective date as indicated on the final page.
- B. This Agreement may be terminated in accordance with the Program laws and regulations. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
 - 1. Termination by mutual agreement of the Parties. Such agreement must be in writing.

2. Termination for Convenience. This Agreement may be terminated for convenience if both PDE and the Sponsor agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds. The effective date of termination shall be agreed upon by both parties and termination procedures shall be in accordance with Federal Regulations.
3. Termination for nonappropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by PDE are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then PDE will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.
4. Termination for Change in Ownership or Legal Identity of Institution. Sponsor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.
5. Termination for Cause. If it is determined that the Sponsor has failed to comply with the conditions of the Program, PDE may terminate the Sponsor's participation by written notice. When a Program has been terminated for cause, any payments made to the Sponsor or any recoveries by PDE from the Sponsor shall be in accordance with the legal rights and liabilities of the parties.

XI. AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE

By continuing to operate covered Programs, as indicated in PEARS, after the enactment or issuance of any changed or new statutes or regulations applicable to the Programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Sponsor agrees to comply with them.

If Sponsor does not wish to comply with any changes or new items as described immediately above, Sponsor must seek to terminate this Agreement in accordance with Section X of this Agreement.

XII. SEVERABILITY

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in force and effect.

XII. SIGNATURES

This Agreement establishes or continues the rights and responsibilities of PDE and Sponsor pursuant to Sponsor's participation in one or more of the above-named Programs as stipulated

herein. By signing this Agreement, parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Sponsor certifies that all information submitted pursuant to this Agreement is true and correct. Sponsor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable State and Federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

The signature on this Policy Statement and Agreement indicates that the Sponsor agrees to abide by the terms and conditions stated herein. The Sponsor agrees to indemnify, defend, save, and hold harmless the Commonwealth of Pennsylvania and PDE, its officers, agents, and employees from any and all claims, liabilities, and losses due to violation by the Sponsor of the terms of this Agreement. Notwithstanding any termination or cancellation or failure to cancel or terminate, the Sponsor shall be liable to indemnify PDE of any audit disallowance or exceptions or for any damages sustained by PDE, in any manner or degree, by virtue of the Sponsor's performance or nonperformance of the terms of this Agreement or for violation by the Sponsor of Federal and/or State law or regulations governing these Programs.

SPONSOR

Richard J. Manfredi _____ Chief Administrator or Principal, Printed	Township Manager _____ Title
_____ Chief Administrator or Principal Signature	_____ Month/Day/Year
Tara Wehmeyer _____ Second Chief Administrator or Principal, Printed (if applicable)	Assistant Township Manager _____ Title
_____ Second Chief Administrator or Principal Signature (if applicable)	_____ Month/Day/Year

FOR PDE USE ONLY

Effective Date (Month/Day/Year)

FOR: Chief, Division of Food and Nutrition

Month/Day/Year



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

5-30-18

DATE

Administration

DEPARTMENT

PA-05-061418

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes



No



PUBLIC BID REQUIRED

Cost > \$20,100

Yes



No



AGENDA ITEM:

Consider entering into an agreement by and between Abington School District and the Township of Abington as recited and contained for the purpose of Township waiver of fees and School District waiver of permit fees.

EXECUTIVE SUMMARY:

The Township of Abington and Abington School District have a long history of mutual cooperation and waiver of fees in serving their property owners and residents. The Abington School District has submitted a draft agreement to formalize this long standing practice of waiving fees. The agreement, attachments and supporting presentation by the SD is attached and self evident.

The Board of Commissioners previously discussed the concept of waiving fees for non-profit organizations and the School District, no determination was made. The matter currently before the board of Commissioners is to consider approving the aforementioned agreement.

PREVIOUS BOARD ACTIONS:

Agenda Item - ACL-020-030818, Motion to establish a policy where Township permit or fees of any kind are not waived except for political subdivisions of the Commonwealth to be effective six months from the enactment of the Resolution setting forth this policy.
No action

RECOMMENDED BOARD ACTION:

Consider approving the agreement by and between Abington School District and the Township of Abington as recited and contained for the purpose of Township waiver of fees and School District waiver of permit fees.

AGREEMENT

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 2018, by and between **ABINGTON SCHOOL DISTRICT** (the “District”), having administrative offices located at 970 Highland Avenue, Abington, PA 19001 and **THE TOWNSHIP OF ABINGTON** (the “Township”), having administrative offices located at 1176 Old York Road, Abington, PA 19001. The District and the Township are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Township and the District recognize the value and mutual consideration each Party has provided to the other Party regarding waiver of certain payments and waiver of certain fees; and

WHEREAS, the Township waived the District’s payment of any and all sewer charges in consideration of the District not enacting business privilege taxes against the Township beginning in or around 1978; and

WHEREAS, the Township has historically waived construction permit fees, professional services, inspection fees, engineering etc. for District construction projects, including, but not limited to, construction projects located at Abington Senior High School, Abington Junior High School, McKinley Elementary School, Rydal Elementary School East, Rydal Elementary School West, Copper Beech Elementary School, Overlook Elementary School, Highland Elementary School, Willow Hill Elementary School, Roslyn Elementary School, the Abington High School Stadium and Memorial Field; and

WHEREAS, the District entered into the Ardsley Community Center Lease with the Township for the property located at 2828 Spear Avenue, Ardsley, Pennsylvania, on or about

September 27, 1980, as thereafter amended (the “Ardley Lease”) for the annual rental payment of \$1.00, whereby the District forewent market rate rental income in return for the waiver of permit fees as set forth above; and

WHEREAS, the District waived payments due from the Township to the District for permit fees including, but not limited to, Township Meetings; Martin Luther King Jr. Celebration; Police Training, National Night Out; 24-hour Relay, Abington Police Department – (1) Entry Level Police Officer examination, (2) D.A.R.E graduation and (3) Police Officer Physical Agility Test, Police Dog Training; Parks and Recreation Department Fun Day Camps; Township Fire Department Training Program and various other fees and costs prior to 2004 through 2018 for Township events and/or Township programs; and

WHEREAS, the District and the Township waived certain taxes and payments due and owing from the other Party in around 2002 through 2007 related to storm water and open space for various properties; and

WHEREAS, the Township and the District desire to continue their mutual partnership and enter into this Agreement to waive payment of certain Township fees and District fees as enumerated herein; and

NOW, THEREFORE, with the intent to be legally bound hereby, and in consideration of the foregoing Recital paragraphs, which are incorporated into this Agreement, and the mutual promises and covenants contained herein, the District and the Township agree as follows:

1. **Township Waiver of Fees**. In consideration of the mutual promises and covenants contained herein, the Parties’ mutual waiver of permit and other fees, the Parties’ actions and course of conduct as set forth in the foregoing Recital paragraphs incorporated herein and in exchange for good and valuable consideration the receipt of which is hereby acknowledged, the

Township agrees to waive and not charge the District for the following fees (“collectively Township Fees”):

a. All permit fees associated with any construction on or relating to any property owned by the District or property on which the District conducts its operations (hereafter, “District Property”);

b. All sewer fees that relate or pertain to any District Property in perpetuity as indicated by Attachment 1;

c. All fees for professional services, including, but not limited to, consultant services, engineering services, engineering inspections, legal services, review fees, and administrative costs and expenses that relate or pertain to any construction on or relating to any District Property; and

d. All fees that relate or pertain to Township inspections of any kind or nature of District Property.

2. **District Waiver of Permit Fees.** In consideration of the mutual promises and covenants contained herein, the Township waives set forth above, the Parties’ actions and course of conduct as set forth in the foregoing Recital paragraphs incorporated herein and in exchange for good and valuable consideration the receipt of which is hereby acknowledged, the District agrees to waive and not charge the Township for permit fees (“collectively District Fees”) relating to Township events or Township sponsored programs, including, but not limited to such events and programs held by the Abington Township Police Department and the Abington Township Fire Department, which occur or take place on District Property due to the Township inability to host the event or program itself which will be delineated with the permit request. The issuance of permits by the District to the Township remains subject to the District’s Policy and Superintendent’s Administrative Procedure regarding Community Use of School Facilities After School Hours, copies of which are attached as Attachments 2 and 3. Both of these documents are reviewed annually and periodically updated by the District and School Board.

3. **Term.** The term of this agreement shall be for ten (10) years and shall automatically renew for one year periods, year after year, without the necessity or notice of renewal.

4. **Termination.** After the initial ten (10) year term, either Party shall have the right to terminate the Agreement for convenience upon ninety (90) days written notice to the other Party.

5. **Governing Law.** This Agreement shall be construed, governed and enforced under the laws of the Commonwealth of Pennsylvania.

6. **Entire Agreement.** This Agreement, including any attachments thereto, is an integrated agreement containing the entire understanding among the Parties regarding the matters addressed herein, and, except as set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by the Parties to this Agreement. This Agreement shall prevail over prior communications, oral or in writing, regarding the matters addressed herein.

7. **Amendment.** The terms of the Agreement herein shall only be amended in writing signed by both the Township and the District.

8. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, executors, trustees, administrators and assigns.

9. **Severability.** The provisions of this Agreement are severable and if any provision is held to be unenforceable or invalid, it shall not affect the validity or enforceability of any other provision.

10. **Enforcement.** Nothing contained in this Agreement shall preclude the Parties from initiating legal action solely for the purpose of enforcing their rights under this Agreement.

11. **Execution.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one agreement. Facsimile or electronic signatures

on this Agreement are and shall be enforceable for all purposes. The Parties executing this Agreement represent that they each have sole authority to prosecute, compromise and release any and all claims released by this Agreement and that none of said claims has been sold, assigned, conveyed or otherwise transferred to any other person or entity.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have hereunto set their hands and seals as of the date set forth above.

TOWNSHIP OF ABINGTON

BY: _____
Printed Name

Signature

Title

Dated: _____

ABINGTON SCHOOL DISTRICT

BY: _____
Printed Name

Signature

Title

Dated: _____

ACKNOWLEDGEMENT
Between the Township of Abington
and
Abington School District

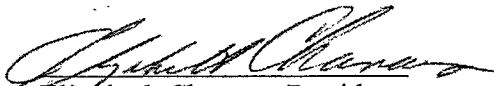
At an Abington Township/Abington School District Liaison meeting held on November 19, 2002, the representatives of the Township acknowledged that at the December 27, 1978 Township meeting of the Board of Commissioners a motion was passed that the Abington School District would not be charged any sewer fees.

The above action was taken as a result of a Liaison Committee meeting prior to December 27, 1978 at which time the School District indicated it would not enact the Mercantile and Business Privilege Tax if the Township did not charge for sewers.

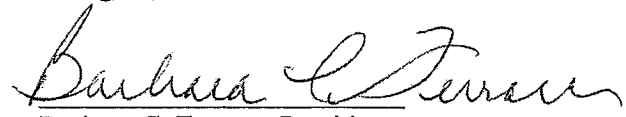
The fact that the Township may modify the method by which it bills for sewer charges does not change the Township motion of 1978.

Mrs. Barbara C. Ferrara, President of the Abington Board of Commissioners, and Mrs. Elizabeth Chavous, now President of the Abington Board of School Directors, agreed to sign an acknowledgement of this matter.

ABINGTON SCHOOL DISTRICT
970 Highland Avenue
Abington, PA 19001


Elizabeth Chavous, President

TOWNSHIP OF ABINGTON
1176 Old York Road
Abington, PA 19001


Barbara C. Ferrara, President

February 4, 2003
Date

2/13/03
Date

ABINGTON SCHOOL DISTRICT
ABINGTON, PENNSYLVANIA

BOARD POLICY STATEMENT

REGARDING: **Community Use of
School Facilities after
School Hours**Section: **Buildings and Grounds**

Approved: November 7, 2016

Supersedes/Amends Policy

See Also:

Related SAP;
Board Policy and SAP
Regarding Rules for
Use of School Grounds
and BuildingsDated: 9/11/56, 7/11/67, 10/14/69,
10/13/70, 8/10/82, 4/7/87,
10/9/90, 1/8/91, 4/27/99,
8/24/99, 1/11/05, 8/26/08
8/15/12

The Board of School Directors recognizes the desire of parents/guardians and community groups to utilize District facilities for educational, cultural, recreational, civic, or social purposes when such facilities are not scheduled for District programs or maintenance. District facilities are intended for use primarily by residents and community groups that are located within the Abington School District boundaries.

District facilities that may be made available under this Policy include, but are not limited to, buildings, fields, parking lots and, in certain instances, equipment. ***The Senior High School Natatorium and Steven A. Schwarzman Stadium are not available for community use under this Policy.***

Due to difficulties in staffing, no permits for the use of fields or facilities on Sundays will be issued.

Permits for the use of school buildings in Class A and B, as detailed in the Superintendent's Administrative Procedure related to this Policy, will be issued only to organizations with membership limited to residents of the Abington School District area or composed predominantly of Abington School District residents.

When District buildings and/or grounds are used, an insurance policy with at least a one million dollar (\$1,000,000) combined single limit liability for bodily injury and property damage is required. (The insurance requirement does not apply to local and Commonwealth governmental agencies or to Abington Township Commissioners, members of the Rockledge Borough Council, Abington School Directors, and state or Federal representatives of Abington Township and the Borough of Rockledge, when

conducting official business.) Proof of this insurance in the form of a certificate of insurance with Abington School District named as an additional insured must be filed with the Facilities Department at least three (3) days before the day of the event. Mechanical rides or events involving animals are discouraged. If mechanical rides or events involving animals are included in the permit, the certificate of insurance must specifically cover these by name.

A school custodian will generally be on duty when school facilities are in use; however, the Supervisor of Facilities may waive the need for a custodian for school activities.

No payments will be made directly to custodians.

Smoking is prohibited in all District buildings and on school grounds.

Buildings and equipment must be left in a clean and orderly condition. Failure to do so will result in an extra charge based on the time necessary to return the building to proper condition and may result in the rejection of future requests to use school facilities.

Gambling, possession or consumption of alcoholic beverages or other unauthorized substances, or other conduct detrimental to the public interest are not permitted in school buildings or on school grounds.

Organizations or individuals to whom permits are issued are responsible for any damages to District buildings, equipment, or facilities. Costs for repairs will be established and restitution will be required.

It is the responsibility of the organization or individual to whom a permit is issued to ensure that attendance and/or participation is limited to the number of individuals approved in the state-rated capacity for the facility.

Each elementary school PTO or PTA will be extended an annual credit to defray the fees of operating Class A cost basis permits. The credit line will be calculated by multiplying each school's official Pennsylvania Department of Education (PDE) student enrollment by \$3.00. The credit line may not be transferred to another group. Any unused credit at the end of the year reverts to the District.

The Abington Educational Foundation also will be extended an annual credit to defray fees emanating from Class A cost basis permits. The credit line will be calculated by multiplying the official PDE total elementary enrollment by \$3.00 and dividing that number by the number of elementary schools.

Invoices for fees associated with cost basis and rental permits will be rendered by the Facilities Department within thirty (30) days of the event. Payment is due to the District within thirty (30) days after receipt of the invoice. Individuals or organizations that submit a request to utilize District facilities that have a past due balance on fees related to prior facility use/rental requests may be required to pay their past due balance as a condition of approval of future requests. The Board further reserves the right to impose a late fee equal to 1.5% per month for any outstanding balances more than 90 days overdue.

The Board reserves the right to limit, restrict, prohibit, or condition any proposed facility use/rental request that interferes with school-sponsored programs or when it is determined that the proposed use is not in the best interest of the District.

The Superintendent or his/her designee shall have the discretion to close any school facilities and cancel any previously approved facility use/rental requests in the event of inclement weather or other circumstances that would result in a potential hazard to users or District property. In such circumstances, applicable refunds shall be processed upon request to the Business Manager.

ABINGTON SCHOOL DISTRICT
ABINGTON, PENNSYLVANIA

SUPERINTENDENT'S
ADMINISTRATIVE PROCEDURE

REGARDING: **Community Use of
School Facilities After
School Hours**

Section: **Buildings and Grounds**

Effective

Date: October 14, 1969

Reissued: 10/14/69, 8/10/82, 5/20/87, 7/1/97,
10/20/97, 5/27/98, 5/14/99, 5/23/00,
6/15/01, 6/12/02, 5/28/03 5/25/04,
1/12/05, 4/27/05, 8/26/08, 9/1/09,
5/25/10, 6/7/11, 8/22/11, 4/18/12,
8/13/14, 8/17/15, 11/7/16

See Also: Related Board Policy
and SAP re: Rules for
Use of School Grounds
and Buildings

Application forms for use of school facilities will be located in the various buildings. Persons desiring to submit an application may obtain the forms in the building for which the permit is sought or in the Facilities Office. In order to ensure that the Board of School Directors has the opportunity to approve a permit request prior to the date of the activity, a request for a permit must be initiated six (6) weeks in advance of the date of the activity. The application shall be completed and given to the building principal for approval or disapproval. If approved, the application will be forwarded to the Facilities Office for final action. The Facilities Office will inform the applicant of the outcome.

Class A. Any school-sponsored organization having secured the appropriate administrative approvals as outlined above may use District facilities at no charge.

Any educational/recreational activities conducted for the benefit of children of District residents may take place in District facilities free of charge, provided that additional staff is not required. If additional staff is judged necessary, service charges will be levied on a cost basis determined by the District.

Class B. Organizations in the Abington School District area that are civic in orientation may apply for the use of buildings on a cost basis determined by the attached schedule effective July 1, 2016. To be considered a civic organization eligible to use the District's facilities, the activities and services of the organization must be available to all age-appropriate District residents without restriction to race, religion, color, national origin/ethnicity, sex, age, veteran status, disability, sexual orientation, and/or gender identity/expression and may not have a charter or admission policy that violates Federal or state law.

Class C. Other organizations and "for profit" businesses sponsoring activities will be charged the fees as outlined in Class C in addition to hourly labor charges. The basic charge includes one custodian for a seven-hour period. Abington School District, at its discretion, may require up to a 50% deposit at the time of application for Class C permits. Deposits are refundable for all permits that are not approved.

ABINGTON SCHOOL DISTRICT
Abington, Pennsylvania

Community Use of School Facilities after School Hours

The following fee schedule for use of school district buildings is hereby established:

Facility	Class A	Class B	Class C Monday – Friday 2016-17	Class C Saturday – Holiday 2016-17	
Senior High School	N O C H A R G E	C O S T C H A R G E			
Auditorium			\$1,368.00	\$1,769.00	
Audion			486.00	648.00	
Gymnasium			1,368.00	1,769.00	
Cafeteria (per side, excluding kitchen)			486.00	648.00	
Classroom			328.00	408.00	
Natatorium			1,368.00	1,769.00	
Junior High School					
Little Theatre					1,208.00
Large Group Room			486.00	648.00	
Main Gymnasium			1,368.00	1,769.00	
Small Gymnasium			648.00	808.00	
Commons (each)			486.00	648.00	
Classroom			328.00	408.00	
Dance Studio			328.00	408.00	
Elementary Schools					
Gymnasium			648.00	808.00	
Multi-Purpose Room			648.00	808.00	

Note: The above fees are the minimum personnel required for the maximum time frame of seven hours with the primary responsibility of building security and monitoring permit activity with moderate site clean-up. Assigned personnel are based on type of function and number of participants and/or spectators.

Note: The above fees do not include amounts charged when extra school personnel are required. Designated school employees must be present whenever stage, lighting or central sound systems are used in any secondary school. Cafeteria employees (one or more) must be present whenever kitchen facilities are to be used. The charge for these employees will be based on hourly rates and will be the same for all classes or organizations. Cafeteria use must be cleared by permit holder with the Director of Food Services.

ABINGTON

The logo for Abington Schools, featuring a circular emblem with a sunburst design and the text "ABINGTON SCHOOLS" around the perimeter.

Abington Township

A Community Partnership

March 27, 2018



History & Information

History & Information

Waiver of Sewer Charges In Return for Not Enacting Business Privilege Tax by School District

December 27, 1978 - Township Board Of Commissioners Meeting

A motion was passed that the school district would not be charged “any sewer fees” in exchange for the school district not enacting a business privilege tax (Attachment 1).

November 19, 2002 - School Board-Township Liaison Committee Meeting

The passing of the December 27, 1978 township motion was acknowledged (Attachment 1).



History & Information

**February 4, 2003 – Board of School Directors &
February 13, 2003 – Board of Commissioners**

Board of School Directors President Elizabeth Chavous and Board of Commissioners President Barbara Ferrara signed a formal Acknowledgement agreement stipulating that the school district did not enact a business privilege tax in exchange for not being charged any sewer fees. It was also acknowledged that any modification that may occur to the method for charging for sewers does not change the township's 1978 motion (Attachment1).



History & Information

Waiver of Construction Permit Fees

September 23, 2004 - School Board and Abington Township Liaison Committee Meeting

Abington Township Liaison Committee agreed to bring a resolution to the October 14, 2004 meeting of the Commissioners to waive permit fees due to an agreed upon change in the renewal lease of the Ardsley School Building. The five year term was increased to an eleven year term. The school projects discussed included Overlook, Highland, Willow Hill, Roslyn, and the high school stadium (Attachment 2).

October 14, 2004 - Abington Township Board of Commissioners

At the meeting of the Commissioners a resolution was approved waiving permit fees for Highland, Overlook, and high school stadium projects (Attachment 3). Waivers for Willow Hill and Roslyn were obtained at a later meeting(s).





Abington School District Payments to Abington Township

Abington School District Annual Payments to Abington Township

- Police
 - \$101,000 SRO
 - \$9,300 Athletic and Commencement Security Details
- Crossing Guards
 - \$65,000
- Leaf and Brush Debris Disposal
 - \$1,200

Total – \$176,500

(Trash & Recycling Collection of \$83,540 – Formerly with Township)





**Abington School District Providing
Facilities for Abington Township at
Submarket Value**

Abington School District Providing Facilities for Abington Township at Submarket Value

- Ardsley Lease - \$1.00 annual lease
 - School district foregoes market rate rental income for 33,879 square foot facility since September 27, 1980 (Attachment 4).
- Quid Pro Quo of Ardsley Lease
 - Renewal of lease from 2015 to 2025 has same parameters
 - Total Value - Annual and ongoing
 - Estimated market value property lease - \$406,500 to \$1,016,400





**Abington School District
Waived Permit Payments for
Abington Township**

Abington School District Waived Payments for Abington Township in 2016-17

- National Night Out – Stage Rental, Delivery, Setup and Tear Down
 - (\$3,800)
- CAPT - 2016/2017 Estimated Cost
 - Board Meetings in Administration Building – (\$3,700)
 - Movie Night – (\$1,100) (No Facility Use Fee Included)
 - Rock-a-Thon – (\$1,600)



Abington School District Waived Payments for Abington Township in 2016-17

- ACT – 2016/2017 Estimated Cost
 - Board of Directors Meetings in Administration Building – (\$6,300)
- Permits - 2016/2017 Estimated Cost for Programs in the Schools/Facilities
 - 24 Hour Relay – (\$26,600)
 - Dr. Martin Luther King, Jr. Day Celebration – (\$2,500)
 - Abington Township Police Department – Entry Level Police Officer Examination – (\$1,900)
 - Abington Township Police Department – D.A.R.E. Graduation – (\$1,500)



Abington School District Waived in 2016-17 Payments for Abington Township

- Permits - 2016/2017 Estimated Cost
 - Abington Township Police Department – Police Officer Physical Agility Test – (\$1,650) (No Facility Use Fee Included)
 - Abington Township Fire Department – Training Program – (\$1,500)



Abington School District Waived in 2016-17 Payments for Abington Township

- Total Permit Fees Waived in 2016-2017 - (\$52,150)



Costs Waived in Previous Years

- 2016/2017 Estimated Cost
 - Police Athletic League (Glenside-Weldon) – (\$77,100) Estimated PAL facility fees waived
 - 2004/05 to 2013/14 (\$684,200)
 - Police Dog Training (Glenside-Weldon) Custodial Charges – (\$3,400)
 - Abington Township Parks and Recreation – Fun Day Camps – (\$25,700)



Abington School District Waived Payments for Abington Township

- 2004-2005 to 2016-2017 total permit estimated fees waived (\$480,300)





**Abington School District &
Abington Township
Cooperative Ventures**

Abington School District & Abington Township Cooperative Ventures

- Tookany/Tacony-Frankford Watershed Partnership
- Cable Television Station
- Local Economic Revitalization Tax Assistance (LERTA) – 1996 through 2020
- Hillside Cemetery – \$500,000 payment to Township on 2/28/2007
- Pumping Station Lease - \$1.00
- Memorial Field Sewer Pipe Right-of-Way Agreement - \$1.00





Use of Abington School District Facilities by Community Groups

Use of Abington School District Facilities by Community Groups

- Athletic Groups
 - Roslyn Boys and Girls Club Gymnasium Use – (\$151,000)
 - GYAC Gymnasium Use – (\$92,700)
- Adult School
 - Abington Adult School – (\$219,600)
 - 2004-2005 to 2016-2017 total adult school estimated fees waived (\$2,576,700)
- Community
 - Abington Township Parks and Recreation – Tennis Instruction for Adults - No Facility Use Fee Exists
 - Greater Glenside Patriotic Association July 4th Fireworks – No Facility Use Fee Exists
- Township Meetings





**Abington School District &
Abington Township
Waived Taxes/Payments**

Abington School District & Abington Township Waived Taxes/Payments

- Storm Water & Open Space – 22 properties between 2002 and 2007, \$75,900



Abington School District & Abington Township Partnership Summary Values

- Annual Payments - \$176,500
- Annual Ardsley Lease - \$406,500 to \$1,016,400
- Waived Payments - \$1,270,700
- Storm water & Open Space – \$575,900

Since 2004 Abington School District has expended or waived millions of dollars



CONCLUSION

Continue Partnership & Waive Fees in Perpetuity

Waive Fees in Perpetuity for:

- Permits
- Sewer Hook Ups
- Professional Services
- Inspections





PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

5-31-18

DATE

Administration

DEPARTMENT

PA-06-061418

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Appointments to the Economic Development Committee

EXECUTIVE SUMMARY:

Interviews for appointments to the various board and committees that have been conducted and are the basis for the recommendation.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to approve appointments to the Economic Development Committee:
Ranee Elton - Term ending 12-31-2020
Naish Patel - Term ending 12-31-2020
Michael Kelly-Cataldi - Term ending 12-31-2020