



# TOWNSHIP OF ABINGTON

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## *PUBLIC AFFAIRS COMMITTEE*

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

### **A G E N D A** **September 5, 2018** **7:00 P.M.**

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1. CALL TO ORDER
2. CONSIDER APPROVAL OF MINUTES
  - a. Motion to approve the minutes of the June 6, 2018 Public Affairs Committee Meeting.
3. PRESENTATION
4. UNFINISHED BUSINESS
5. NEW BUSINESS

**PUBLIC AFFAIRS COMMISSIONER JOHN SPIEGELMAN, CHAIR**

- a. **PA-01-090518** Consider a motion to adopt Resolution No. 18-041 to approve the Walk Park Train Report. This final report is the result of the Transportation and Community Development Initiative (TCDI) grant from Delaware Valley Regional Planning Commission (DVRPC) which the township was awarded in 2016. This report supports the township's Master Bike Plan.
- b. **PA-02-090518** Consider a motion to adopt Resolution 18-042 authorizing the filing of an application for funds with the Department of Community and Economic Development (DCED) for HOME Investment Partnership (GOME) program to fund the Township's Owner-Occupied Housing Rehabilitation program. Matching funds are not a grant requirement for this program.
- c. **PA-03-090518** Consider a motion to approve the MyLCM Solutions, Inc. service agreement dated May 18, 2016 and approve payment in accordance with the contract in the amount of \$20,950.00.
- d. **PA-04-090518** Consider a motion to recommend the transfer of \$12,000.00 from the contingency fund to repair the surface of the Ardsley tennis courts.

6. PUBLIC COMMENT
7. ADJOURNMENT



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

August 28, 2018

PA-01-090518

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Resolution No 18-041 Approving the Walk Park Train Report

**EXECUTIVE SUMMARY:**

Walk Park Train Abington combines five (5) inter-related, complex, multi-modality tasks toward creating greater efficiency for Abington's transportation infrastructure while it plans for new, future, Transit Oriented Development (TOD) around the SEPTA train stations within the township.

The TOTAL amount spent on the Walk Park Train grant project under the TCDI Grant is \$91,989.87 (\$73,591.90 – 80% reimbursable and \$18,397.97 – 20% Township Match). We have not received any reimbursements to date. \$73,591.90 is the total outstanding reimbursable amount that is contingent upon this Resolution being passed.

**PREVIOUS BOARD ACTIONS:**

February 2016: the Board of Commissioners adopted the Master Bike Plan for the Township.

May 2016: Resolution #16-019 was approved to submit an application to the Transportation and Community Development Initiative (TCDI). The grant submission supported the Walk, Park, Train concept of the Master Bike Plan.

October 2016: Motion to accept the Transportation and Community Development Initiative (TCDI) grant from Delaware Valley Regional Planning Commission (DVRPC) in the amount of \$75,000.00. The grant will support the 'Walk, Park, Train Abington' concept of the Master Bike Plan.

**RECOMMENDED BOARD ACTION:**

Consider a Motion to adopt Resolution No. 18-041 to approve the Walk Park Train Report. This final report is the result of the Transportation and Community Development Initiative (TCDI) grant from Delaware Valley Regional Planning Commission (DVRPC) which the township was awarded in 2016. This report supports the township's Master Bike Plan.

**TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS  
RESOLUTION NO. 18-041**

**RESOLUTION IN SUPPORT OF ACCEPTING THE WALK PARK TRAIN ABINGTON REPORT**

WHEREAS, Abington Township recognizes that the Delaware Valley Regional Planning Commission provides sound and integrated land use and transportation planning and coordination of planning at all levels of government in order to:

- Support local planning projects that will lead to more residential, employment or commercial opportunities in areas designated for growth or redevelopment;
- Improve the overall character and quality of life within the region to retain and attract business and residents;
- Enhance and utilize the existing transportation infrastructure capacity to reduce demands on the region's transportation network;
- Reduce congestion and improve the transportation system's efficiency by promoting the use of transit, bike, and pedestrian transportation modes;
- Build capacity in our older suburbs and neighborhoods;
- Reinforce and implement improvements in designated Centers; and;
- Protect our environment through growth management and land preservation.; and

WHEREAS, Walk Park Train Abington endorsement is a review process developed by the Delaware Valley Regional Planning Commission (DVRPC) to assure compliance with municipal, county, and regional agencies and policies that meet the goals of the Delaware Valley Regional Planning Commission's long range plan, *Connections 2040*; and

WHEREAS, the plan may require the preparation and additional planning documents to ensure implementation as the means by which a municipality assesses the consistency of its existing community vision and planning documents with the *Connections 2040* plan; and

WHEREAS, the Board of Commissioners of Abington Township have obligated the funds provided to them through the Transportation and Community Development Initiative (TCDI) to plan for the sustainable growth of Abington Township and recommends that the Board of Commissioners approve it for inclusion in the Abington Township Master Plan.

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of Abington Township supports the Walk Park Train Abington report.

RESOLVED, this 13<sup>th</sup> day of September, 2018.

ATTEST:

BOARD OF COMMISSIONERS  
ABINGTON TOWNSHIP

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Richard J. Manfredi  
Township Manager, Secretary

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Wayne C. Luker  
President

**Board of Commissioners  
Public Affairs Committee**

**BOARD ACTION REQUEST**

May 4, 2016

Agenda Item Number

**AGENDA ITEM**

DEPARTMENT  
Administration

TOWNSHIP MANAGER

**Resolution #16-019  
Supporting a Grant Application to TCDI  
for ‘Walk Park Train Abington’**

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**PREVIOUS ACTIONS:**

- In February, the Board of Commissioners adopted the Master Bike Plan for the Township.
- The Township has since applied for a TAP Grant to implement a portion of the Bike Plan and also a DCNR Grant to cover the design and Engineering expenses to implement this portion of the Bike Plan.

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**RECOMMENDED BOARD ACTION:**

- Motion to adopt Resolution #16-019 approving Abington Township to submit an application to the Transportation and Community Development Initiative (TCDI). The grant submission will support the ‘Walk, Park, Train’ concept of the Master Bike Plan.

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**COMMENTS:**

- The Transportation and Community Development Initiative (TCDI) is a grant program of the Delaware Valley Regional Planning Commission (DVRPC) that supports local development and redevelopment efforts in qualifying municipalities of the Delaware Valley.
- The grant request will be \$125,000 and the matching funds requirement will be an amount not to exceed 20% of the project costs.
- **WALK PARK TRAIN Abington** combines five (5) inter-related, complex, multi-modality tasks toward creating greater efficiency for Abington’s transportation infrastructure while it plans for new, future, Transit Oriented Development (TOD) around the impressive array of SEPTA train stations.

**RESOLUTION NO. 16-019**

**TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**Participation in the Delaware Valley Regional Planning Commission's  
Transportation and Community Development Initiative (TCDI) Grant Program**

**WHEREAS,** Abington Township supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission; and

**WHEREAS,** Abington Township understands the grant amount requested must provide 20% of the total project cost as match in local, county, state or private funds or documented in-kind services; and

**WHEREAS,** Abington Township fully understands the application requirements and contracting process if awarded the planning grant dollars; and

**NOW, THEREFORE, BE IT RESOLVED** that Abington Township, Montgomery County **HEREBY AUTHORIZES** the President of the Board of Commissioners to submit an application to DVRPC for a TCDI planning grant; and

**BE IT FURTHER RESOLVED** that Abington Township, Montgomery County agrees to, if selected for the TCDI grant, to:

Engage in contracting procedures including the competitive Request for Proposals and budget allocation;  
Sign Grant Agreement Documents;  
Agree to submit reimbursement invoices and progress reports along with necessary supporting documentation on a quarterly basis;  
Take all necessary action to complete the project associated with the grant agreement within 24-month timeframe, and submit the final deliverable to DVRPC; and  
Provide proof of adoption or acceptance by the governing body through a resolution and the final deliverable is received.

**RESOLVED AND ADOPTED THIS 12<sup>TH</sup> DAY OF MAY, 2016**

**ATTEST:**

  
\_\_\_\_\_  
Michael LeFevre, Secretary

**ABINGTON TOWNSHIP**

  
\_\_\_\_\_  
Wayne C. Luker, President  
Board of Commissioners

**Public Affairs Committee**  
**BOARD ACTION REQUEST**

October 5, 2016

Agenda Item Number

**AGENDA ITEM**

DEPARTMENT  
Administration

TOWNSHIP MANAGER

**Grant Award Acceptance for TCDI Grant  
'Walk Park Train Abington'**

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**PREVIOUS ACTIONS:**

- In February 2016, the Board of Commissioners adopted the Master Bike Plan for the Township.
- The Township has since applied for a TAP Grant to implement a portion of the Bike Plan and also a DCNR Grant to cover the design and Engineering expenses to implement this portion of the Bike Plan.
- Resolution #16-019 was approved May 12, 2016 for Abington Township to submit an application to the Transportation and Community Development Initiative (TCDI) Grant Program to support the 'Walk Park Train' concept of the Master Bike Plan.

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**RECOMMENDED BOARD ACTION:**

- Motion to accept the Transportation and Community Development Initiative (TCDI) grant from Delaware Valley Regional Planning Commission (DVRPC) in the amount of \$75,000.00. The grant will support the 'Walk, Park, Train Abington' concept of the Master Bike Plan.

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**COMMENTS:**

- The Transportation and Community Development Initiative (TCDI) is a grant program of the Delaware Valley Regional Planning Commission (DVRPC) that supports local development and redevelopment efforts in qualifying municipalities of the Delaware Valley.
- The matching funds requirement will be an amount not to exceed \$18,750.00, or 20% of the total project cost.
- Walk Park Train Abington combines five (5) inter-related, complex, multi-modality tasks toward creating greater efficiency for Abington's transportation infrastructure while it plans for new, future, Transit Oriented Development (TOD) around the impressive array of SEPTA train stations.



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

August 28, 2018

DATE

Community Development

DEPARTMENT

PA-02-090518

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Resolution 18-042 DCED Grant Application

**EXECUTIVE SUMMARY:**

The Township of Abington operates an Owner-Occupied Housing Rehabilitation program for income qualified township property owners. The primary purpose of this program is to correct any code violations that existing, update any major building system and/or repairs to the property.

There is a high demand for the use of this program by township residents. The Township currently has a six year waiting list with over sixty homeowners requesting assistance.

**PREVIOUS BOARD ACTIONS:**

On May 10, 2012, the Abington Board of Commissioners authorized the filing of an application with DCED for \$500,000.00 for the same purpose. The Township successfully completed this contract on August 15, 2017. On December 12, 2017 an on-site monitoring was performed by DCED to close-out the contract, see attached letter from DCED dated June 13, 2018.

On February 9, 2017, the Abington Board of Commissioners authorized the filing of an application with DCED for a second round of funding for the same purpose and amount.

**RECOMMENDED BOARD ACTION:**

Motion to adopt Resolution 18 - 042 authorizing the filing of an application for funds with the Department of Community and Economic Development (DCED) for HOME Investment Partnership (GOME) program to fund the Township's Owner-Occupied Housing Rehabilitation program. Matching funds are not a grant requirement for this program.

**TOWNSHIP OF ABINGTON**  
**BOARD OF COMMISSIONERS**  
**Resolution No. 18-042**

Resolution of the Township of Abington, Pennsylvania authorizing the filing of an Application for funds with the Department of Community and Economic Development (DCED) Commonwealth of Pennsylvania.

**WHEREAS**, the HOME Applicant is desirous of obtaining funds from DCED for affordable housing activities fundable under Title II of the National Affordable Housing Act of 1990 (42 U.S.C. 12701 et. seq and the implementing regulations at 24 CFR Part 92.

**NOW, THEREFORE, BE IT RESOLVED** that a housing need exists that has been identified in the local or state Consolidated Plan and the proposed housing activity addresses this need.

**BE IT FURTHER RESOLVED**, that the HOME Applicant has conducted the required citizen participation process.

**BE IT FURTHER RESOLVED**, that the HOME Applicant will assure the provision of the other necessary funds to make the activity feasible.

**BE IT FURTHER RESOLVED**, that the HOME Applicant will reimburse the commonwealth for any expenditures found by DCED to be ineligible.

**BE IT FURTHER RESOLVED**, that the appropriate officer of the HOME Applicant is directed to execute a certificate attesting to the adoption of this Resolution and to furnish a copy of this Resolution to DCED.

RESOLVED, this 13<sup>th</sup> day of September, 2018.

ATTEST:

BOARD OF COMMISSIONERS  
ABINGTON TOWNSHIP

\_\_\_\_\_  
Richard J. Manfredi  
Township Manager, Secretary

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Wayne C. Luker  
President



TOWNSHIP OF ABINGTON

RESOLUTION 12 - 015

Resolution of the Township of Abington

authorizing the filing of Application for funds in the amount of \$500,000.00 with the PA Department of Community and Economic Development (DCED).

**WHEREAS**, the HOME Applicant is desirous of obtaining funds from DCED for affordable housing activities fundable under Title II of the National Affordable Housing Act of 1990 (42 U.S.C. 12701 through 12839) and the implementing regulations at 24 CFR Part 92.

**NOW, THEREFORE, BE IT RESOLVED**, that a housing need exists that has been identified in the local or state Consolidated Plan and the proposed housing activity addresses this need.

**BE IT FURTHER RESOLVED**, that the HOME Applicant has conducted the required public hearing to inform and involve citizens in the process.


**BE IT FURTHER RESOLVED**, that the HOME Applicant will assure the provision of the other necessary funds to make the activity feasible.

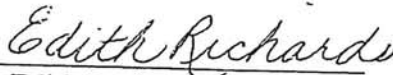
**BE IT FURTHER RESOLVED**, that the HOME Applicant will reimburse the Commonwealth for any expenditures found by DCED to be ineligible.

**BE IT FURTHER RESOLVED**, that the appropriate officer of the HOME Applicant is directed to execute a certificate attesting to the adoption of this Resolution and to furnish a copy of this Resolution to DCED.

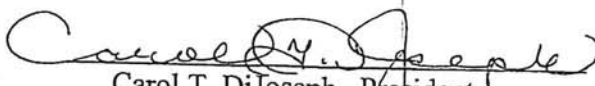
**ENACTED AND RESOLVED** this 10<sup>h</sup> day of May, 2012

ATTEST:

  
Michael LeFevre, Secretary

  
Edith Richards, Director  
Community Development

TOWNSHIP OF ABINGTON:

  
Carol T. DiJoseph, President  
Board of Commissioners



June 13, 2018

Wayne C. Luker, President  
 Abington Township Board of Commissioners  
 1176 Old York Road  
 Abington, PA 19001

RE: HOME Performance Review Monitoring  
 Abington Township  
 FFY 2011 Contract # C000054877

Dear Mr. Luker:

On December 12, 2017, an on-site review of Abington Township’s HOME Investment Partnership Program (HOME) was conducted. At that time, Michael Viola met with Van B. Strother, AIA - Community Development Director. I would like to take this opportunity to express our appreciation to Mr. Strother for the cooperation extended during the visit. The following project year and compliance areas were reviewed:

<u>Area</u>	<u>Fiscal Years</u>
Existing Owner-Occupied Housing Rehabilitation Program	2011
<ul style="list-style-type: none"> <li>• application with income documentation for each household</li> <li>• ownership documented by evidence of the deed along with last owner search verification</li> <li>• SHPO clearance was obtained for each property that was at least 50 years old</li> <li>• in-house cost estimate</li> <li>• written specifications for the proposed work</li> <li>• contractors’ bid and proposal for work</li> <li>• construction contract</li> <li>• evidence of progress inspection and payment</li> <li>• lead-based paint Risk Assessment and clearance results</li> </ul>	

The review was completed to evaluate the Township’s overall administration of the HOME Program. The review also included an examination of individual client files and administrative files to determine if all program guidelines have been met. The review evaluated whether the program goals were achieved, if rehabilitation standards have been met and if the program is progressing in a timely manner.

The Borough entered into an agreement with the Department of Community and Economic Development (DCED) on August 14, 2014 for \$300,000.00 for an existing owner-occupied housing rehabilitation program. These funds were received with the goal of rehabilitating 8 – 9 owner-occupied units with a completion date of August 13, 2018. The contract was reduced due to an over-expenditure in a previous contract to \$270,075.80. The township completed 5 owner-occupied units expending \$268,247.11 of is funding with \$1,828.69 in administrative funds being recaptured. Contract Close-out documents were submitted to DCED on August 15, 2017.

Based on the review, the Township’s overall administration of the program compliance areas were well documented.

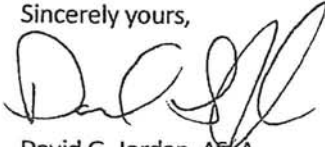
Luker

pg 2.

Individual project files were well documented as well. An on-site review was completed at two properties. The rehabilitation work was completed as noted in the work specifications. It appears the standards set forth in the Housing Rehabilitation Guidelines were met. An interview with the homeowners indicated satisfaction with the housing rehabilitation process as well as the work completed.

A response to this letter is not required. Should you have any questions, please do not hesitate to contact me. I can be reached at (717) 265-7878. Thank you for your assistance.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David G. Jordan". The signature is fluid and cursive, with a large initial "D" and "J".

David G. Jordan, ASLA  
HOME Grant Manager

Enclosure

cc: Kathy Possinger, DCED, Director, Center for Community and Housing Development  
Michael Carpenter, DCED, HOME Program Manager  
Richard Manfredi, Abington Township Manager  
Van B. Strother, AIA – Abington Township Community Development Director

File

**TOWNSHIP OF ABINGTON**

**RESOLUTION NO. 17-004**

Resolution of the Township of Abington

authorizing the filing of Application for funds in the amount of \$500,000.00 with the PA Department of Community and Economic Development (DCED).

**WHEREAS**, the HOME Applicant is desirous of obtaining funds from DCED for affordable housing activities fundable under Title II of the National Affordable Housing Act of 1990 (42 U.S.C. 12701 through 12839) and the implementing regulations at 24 CFR Part 92.

**NOW, THEREFORE, BE IT RESOLVED**, that a housing need exists that has been identified in the local or state Consolidated Plan and the proposed housing activity addresses this need.

**BE IT FURTHER RESOLVED**, that the HOME Applicant adopts the property standards contained in the most recent version of the DCED Housing Rehabilitation Guidebook.

**BE IT FURTHER RESOLVED**, that the HOME Applicant has conducted the required public hearing to inform and involve citizens in the process.

**BE IT FURTHER RESOLVED**, that the HOME Applicant will assure the provision of the other necessary funds to make the activity feasible.

**BE IT FURTHER RESOLVED**, that the HOME Applicant will reimburse the Commonwealth for any expenditures found by DCED to be ineligible.

**BE IT FURTHER RESOLVED**, that the appropriate officer of the HOME Applicant is directed to execute a certificate attesting to the adoption of this Resolution and to furnish a copy of this Resolution to DCED.

**ENACTED AND RESOLVED** this 9<sup>h</sup> day of February, 2017

**ATTEST:**

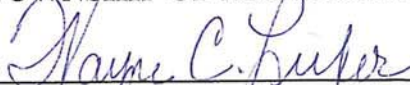


Michael LeFevre, Secretary

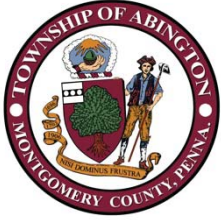


Van B. Strother, Director  
Community Development

**TOWNSHIP OF ABINGTON:**



Wayne C. Luker, President  
Board of Commissioners



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

August 28, 2018

PA-03-090518

DATE

AGENDA ITEM NUMBER

Community Development

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Service Agreement for the Crest Manor construction project

**EXECUTIVE SUMMARY:**

The Township of Abington has the responsibility to track and document the payment of prevailing wages for all construction workers at the Crest Manor Housing Development.

The Davis–Bacon Act of 1931 is a federal law that establishes the requirement for paying the prevailing wage rates on projects that uses federal funds. The Township is required to perform all duties and responsibilities mandated under this federal law.

This project was successfully completed in December 2017.

**PREVIOUS BOARD ACTIONS:**

On July 9, 2015, the Township of Abington Board of Commissioners adopted Resolution Number 15-023, which approved Fiscal Year 2015 CDBG Annual Action Plan that included the funding of the substantial rehabilitation of the Crest Manor housing development in the amount of \$200,000.00.

This amount is part of the mixed financing structure that totaled over 17 million dollars for the rehabilitation effort.

**RECOMMENDED BOARD ACTION:**

Consider a motion to approve the MyLCM Solutions, Inc. service agreement dated May 18, 2016 and approve payment in accordance with the contract in the amount of \$20,950.00.



## Service Agreement

### 1. Term and Scope

- 1.1. *Term.* This SERVICE AGREEMENT ("Agreement") between MyLCM Solutions, Inc. ("MyLCM") and the Township of Abington ("Client") is made effective as of May 10<sup>th</sup>, 2016 ("Agreement Effective Date"). Unless MyLCM advises Client otherwise in writing, the term of service is 12 months ("Term of Service") and will expire on May 10<sup>th</sup>, 2017.
- 1.2. *Scope of Services.* MyLCM shall perform the services identified in the accompanying "Scope of Services" (hereinafter "Services").
- 1.3. *"Scope of Services."* The "Scope of Services" is hereby incorporated by reference and shall be made part of this Agreement.
- 1.4. *Renewal Term(s).* After the initial Term of Service has expired, MyLCM and Client may negotiate for a renewal. Any terms and conditions, including any change in fees, may be re-negotiated for the renewal term(s).

### 2. Fees and Billing

- 2.1. *Fees and Expenses.* Client will pay all fees and expenses in accordance with the prices and terms provided in the "Scope of Services."
- 2.2. *Payment Terms.* Client will be invoiced as soon as practicable at the end of each calendar month for services performed during that calendar month, and payment will be due within 30 days of invoice receipt. If payment is not made within 30 days of invoice receipt, interest shall accrue on the past due amount at the rate of ten percent (10%) per annum, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by MyLCM. MyLCM reserves the right to withhold Services if payment is not received within 90 days following invoice notice. If applicable, Client shall reimburse MyLCM for the costs of collection, including attorneys' fees, court costs, and expenses.
- 2.3. *Taxes.* MyLCM may invoice and Client shall pay all taxes, fees or assessments and other charges imposed on or required to be collected by MyLCM by any governmental agency that may result from this Agreement, or any of the activities contemplated hereunder.

### 3. Intellectual Property Ownership; License Grants

- 3.1. *Intellectual Property.* This Agreement does not transfer from MyLCM to Client any technology that was developed by MyLCM and used to provide the Services under this Agreement (hereinafter "MyLCM Technology"), and all rights, title and interests in and to MyLCM Technology will remain solely with MyLCM. Client agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from MyLCM Technology.
- 3.2. *License Grants.* MyLCM hereby grants to Client a nonexclusive, royalty-free license, during the term of this Agreement to use the MyLCM Technology solely for purposes of using the MyLCM Service(s) provided for under this Agreement. Software licenses do not become the property of Client until invoices (and any applicable interest or penalty fees) are paid in full.

### 4. Representations and Warranties

- 4.1. *General.* MyLCM represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder.
- 4.2. *No Other Warranty.* Except for the express warranties set forth in this Section 4, the Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. MyLCM does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, and any warranties arising from a course of dealing, usage, or trade practice.
- 4.3. *Infringement Indemnity.* MyLCM asserts that it is the owner and developer of the MyLCM system and that it is licensing to Client the use of the same and agrees to hold Client harmless, defend it against any suit for monetary damages or injunctive relief related to the rights of Client to use the MyLCM system. (A) MyLCM will defend, at its own expense, any legal action brought against Client to the extent that it is based on a claim that the Software or System used within the scope of this Agreement infringes a United States patent, copyright or trade secret of a third party, and MyLCM will pay any final judgment against Client in any such action if attributable to any such claim or incurred by Client through settlement of such claim. However, such defense and payments are subject to the conditions that Client must: (i) notify MyLCM in writing of such claim promptly if first being placed on such notice, and (ii) fully cooperate with MyLCM in the defense or settlement of such claim. If the foregoing conditions are satisfied, MyLCM will pay the reasonable costs, damages or fees incurred by Client in connection with such action or claim. (B) Should the Software or System become, or in MyLCM's opinion be



likely to become, the subject of any such infringement claim, Client shall permit MyLCM, at MyLCM's option and expense, to (i) procure for Client the right to continue using the Software or System, or (ii) replace or modify the Software or System so that it becomes non-infringing. If there is no ability to cure the infringement based on (i) and (ii) above, MyLCM agrees that it shall reimburse Client for all fees paid for services not yet rendered and for the cost Client paid to MyLCM for training and customization, if any.

- 4.4. *General Indemnity.* MyLCM shall indemnify, defend and hold harmless Client, its officers, employees and agents, from and against any and all loss, expense, (including attorneys' fees), damage, and liability of any kind resulting from or arising out of MyLCM's performance under this Agreement, but only in proportion to and to the extent such loss, expense, attorneys' fees, damage or liability are caused by or result from the negligent or intentional acts or omissions of MyLCM, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under MyLCM's direction and control. Similarly, Client shall indemnify, defend and hold harmless MyLCM, its officers, employees and agents, from and against any and all loss, expense, (including attorneys' fees), damage, and liability of any kind resulting from any third-party claim that a third party suffered injury, damage, or loss resulting from Client's use of MyLCM's services.

## 5. Limitations of Liability

- 5.1. *Consequential Damages Waiver.* If MyLCM is unable to perform the Services defined, Client shall be limited in its damages to a refund of the money paid for the unperformed Services. Client expressly agrees that neither MyLCM nor its personnel shall be liable to the Client for any loss, damage, cost or expense of Client (including lost profits or any other direct, indirect, or consequential damages) resulting from or attributable to nonperformance or performance of the Services. In no event shall Client or MyLCM or its subsidiaries, affiliates or parent companies be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort, strict liability or otherwise.
- 5.2. *Limitations on Amount.* Notwithstanding any other provision of this Agreement to the contrary, MyLCM and its subsidiaries, affiliates, and parent companies' liability to Client arising out of or related to MyLCM's performance of Services under this Agreement, whether based in contract (including breach of warranty and indemnification), tort (including negligence, whether of MyLCM or others), strict liability or otherwise, shall not exceed in the aggregate the lesser of: (i) \$50,000.00 or (ii) the fees paid to MyLCM for Services performed under this Agreement.

## 6. Confidentiality

- 6.1. *Definition.* By virtue of this Agreement, MyLCM and Client may have access to each other's Confidential Information. "Confidential Information," as used in this Agreement, means any written, machine-reproducible and/or visual materials that are clearly labeled as proprietary, confidential, or with words of similar meaning, and all information that is orally or visually disclosed, if not so marked, if it is identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure, and any information of any nature described in this Agreement as confidential. MyLCM's Confidential Information includes, without limitation, software code and nonpublic financial information. The terms and conditions of this Agreement shall also be deemed the Confidential Information of both parties, and neither party shall disclose such information except to such party's advisors, accountants, attorneys, investors (and prospective investors), and prospective acquirers as they have a reasonable need to know such information, provided that any such third parties shall, before they access such information, be subject to a professional obligation to maintain the confidentiality of such information.
- 6.2. *Exclusions.* Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is rightfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 6.3. *Use and Non-Disclosure.* Neither party shall use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance.

## 7. Termination

- 7.1. *Client's Right to Terminate for Cause.* Client shall have the right to suspend or terminate this Agreement, upon written notification to MyLCM, if MyLCM materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach.
- 7.2. *Client's Right to Terminate for Convenience.* Client may also terminate this Agreement for convenience, provided that written notice is provided sixty (60) days in advance. Upon receipt of such notice, MyLCM shall, unless the notice directs



otherwise, immediately discontinue work in connection with the performance of this Agreement. Upon such termination, MyLCM shall be entitled to payment for the cost of all work already performed and other such reasonable costs and expenses that MyLCM shall incur as a result of such termination.

- 7.3. *MyLCM's Right To Terminate for Cause.* MyLCM shall have the right to suspend or terminate this Agreement, upon notification to Client and followed by lack of Client resolution, for policy violations, or inappropriate and/or excessive use of system or network resources, which adversely affects the performance, security or reliability of the MyLCM network.
- 7.4. *MyLCM's Right to Terminate for Convenience.* MyLCM shall also have the right to suspend or terminate this Agreement for convenience provided that written notice is provided sixty (60) days in advance.
- 7.5. *Notification of Termination.* MyLCM and Client may only terminate with written notice sent to the other party's address listed below:

**MyLCM Solutions, Inc.**  
Jonathan Liebe  
18100 Von Karman Avenue, Suite 700  
Irvine, CA 92648

Township of Abington  
VAN B. STROTHER  
1179 OLD YORK ROAD  
ABINGTON, PA 19001

**With copy to:**  
**Hill International, Inc.**  
William H. Dengler, Jr.  
Senior Vice President and General Counsel  
One Commerce Square  
2005 Market Street, 17th Floor  
Philadelphia, PA 19103

- 7.6. *Obligations upon Termination or Expiration.* Upon termination or expiration of this Agreement, Client's right to access and use the Services shall immediately terminate, and each party shall make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party. Client agrees that MyLCM has the right to delete all data, files or other information relating to the Services provided under this Agreement, including data, files or other information stored on Client's server, unless MyLCM receives, no later than ten (10) days after the effective date of the termination or expiration of this Agreement, a written request for the delivery to Client of the then-most recent back-up of Client's data. MyLCM will use all reasonable efforts to deliver the back-up data to Client within thirty (30) days of its receipt of such a written request. Client shall pay all reasonable expenses incurred by MyLCM in returning the data to Client.

## 8. Compliance With Laws

- 8.1. *Compliance with Laws.* Both parties shall at all times comply with all applicable laws and regulations of the United States of America and all other governmental entities governing, restricting or otherwise pertaining to the use, distribution, exporting or import of data, products, services and/or technical data.
- 8.2. *Use for Lawful Purpose.* MyLCM's network may only be used for lawful purposes. Transmission of any material in violation of any U.S., state, or other governmental regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

## 9. Miscellaneous Provisions

- 9.1. *Force Majeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of MyLCM).
- 9.2. *Marketing.* Client agrees that during and after the term of this Agreement, MyLCM may disclose to the public that Client is or was a customer of MyLCM.
- 9.3. *Non-Solicitation.* During the Term of this Agreement and continuing through the first annual anniversary of the termination of this Agreement, Client agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by MyLCM or contracted by MyLCM to provide any services to Client.
- 9.4. *Governing Law; Dispute Resolution.* This Agreement is made under and will be governed by and construed with the laws of the state of California. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement.
- 9.5. *Litigation as a Non-Party.* If MyLCM is brought into litigation in connection with this Agreement as a non-party through a subpoena for records, deposition request, court directive or otherwise and MyLCM has no duty of indemnification to Client, Client will pay all costs incurred by MyLCM, in compliance with any subpoena, deposition, court directive or otherwise including, but not limited to, document and records reproduction costs, search and review time, preparation time, appearance





time, legal fees incurred, travel and other expenses, at all employees' regular billing rate at the time these costs are incurred and any other third party costs incurred.

- 9.6. *Cooperative Use of Contract.* This Agreement may be used by any contractor, department and/or agency within the State of Pennsylvania in which Client has a cooperative purchasing arrangement. Each additional contractor, department and/or agency that has a need for services under this Agreement will negotiate with MyLCM and issue a separate task order to MyLCM to provide such services in accordance with the terms of the task order and the terms of this Agreement. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entity. Orders placed by other entities and payment thereof will be the sole responsibility of that entity. Client shall not be responsible for any disputes arising out of transactions made by others.
- 9.7. *Relationships of Parties.* MyLCM and Client are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between MyLCM and Client for tax purposes or otherwise.
- 9.8. *Assignment.* Client may not transfer or assign this Agreement without written consent of MyLCM except as provided herein.
- 9.9. *Unenforceability and Severability.* If any sentence, paragraph, clause or combination of the same in this Agreement is held by a court or other governmental body of competent jurisdiction to be unenforceable, invalid or illegal in any jurisdiction, such sentence, paragraph, clause or combination shall be deemed deleted from this Agreement and the remainder of this Agreement shall remain binding on the parties as if such unenforceable, invalid or illegal sentence, paragraph, clause or combination had not been contained herein.
- 9.10. *Entire Agreement; Counterparts; Originals.* This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Client shall be deemed objected to by MyLCM without need of further notice of objection, and shall be of no effect or in any way binding upon MyLCM. The parties to this Agreement may modify this Agreement only in writing, signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed by the parties' electronic signatures.

AUTHORIZED REPRESENTATIVES OF BOTH PARTIES HAVE READ THE FOREGOING AND ALL DOCUMENTS INCORPORATED THEREIN AND AGREE AND ACCEPT SUCH TERMS TO BE EFFECTIVE AS OF THE AGREEMENT EFFECTIVE DATE DEFINED IN SECTION 1.1.

CLIENT:

Signature:

Print Name:

VAN B. STROTZLER

Title:

DIRECTOR OF COMMUNITY DEVELOPMENT

Date:

5/16/2016

Phone:

267/536-1020

MYLCM SOLUTIONS, INC.:

Jonathan Liebe

Chief Operating Officer

5/4/2016

949.474.2908



## SCOPE OF WORK

The following details the Scope of Work and associated costs agreed upon between MyLCM Solutions, Inc. ("MyLCM") and the Township of Abington ("Client").

### Labor Compliance Process

MyLCM will manage Client's labor compliance process for one (1) project. This includes: (1) collecting, monitoring, and analyzing certified payrolls to make certain contractors are in compliance with Client's prevailing wage requirements; (2) accepting and rejecting certified payrolls based on compliance analysis; (3) assisting in generating reports for the U.S. Housing & Urban Development ("HUD"), including the management of Section 3 requirements, when appropriate; (4) assisting in the tracking of Local Hire goals and commitments, when appropriate; and (5) tracking apprenticeship requirements.

### Wage Interviews

Wage interviews will be conducted twice each month. At any time, Client can request to modify the schedule or have their own personnel take over the duties.

### User Training

MyLCM will manage the rollout and training process for Client's contractors and subcontractors. Training will be conducted online via webinar sessions.

MyLCM will also handle all customer support for both Client and Client's contractors and subcontractors for the term of the Agreement. Customer support is available via both telephone and email on Mondays through Fridays, from 8:00 a.m. to 8:00 p.m. Eastern Time.

### Cost

Client will be charged on a times-and-materials basis. MyLCM services are billed at **\$100.00 per hour**. MyLCM and Client agree that costs for this initial term of one calendar year **shall not exceed \$25,000.00**.

**HILL**  
**Hill International**

**Hill International, Inc.**  
One Commerce Square  
2005 Market Street, 17<sup>th</sup> Floor  
Philadelphia, PA 19103  
Tel: 215-309-7700  
www.hillintl.com

July 18, 2018

Van Strother  
Director, Office of Community Development  
Township of Abington  
1176 Old York Road  
Abington, PA 19001  
Coatesville, PA 19320

RE: Crest Manor Housing

Dear Mr. Strother,

As discussed with Mark Purcell, attached are the outstanding invoices for services performed by MyLCM, a Hill International, Inc. company in 2016 and 2017.

Below is an overview of the invoices for this project. Please note, we have received payment for Invoice 1. The total amount due to Hill is \$20,950.00.

		Inv. Amount	Adjustment	Total Invoice	Balance Remaining
<b>Contract Value</b>					\$25,000.00
Inv 1	16-Aug - 16- Sep	\$ 4,050.00		\$ 4,050.00	\$20,950.00
Inv 1.1	16-Oct	\$ 2,650.00		\$ 2,650.00	\$18,300.00
Inv 2	16-Nov	\$ 2,750.00		\$ 2,750.00	\$15,550.00
Inv 3	16-Dec	\$ 2,650.00		\$ 2,650.00	\$12,900.00
Inv 4	17-Jan	\$ 3,300.00		\$ 3,300.00	\$ 9,600.00
Inv 5	17-Feb	\$ 2,900.00		\$ 2,900.00	\$ 6,700.00
Inv 6	17-Mar	\$ 1,900.00		\$ 1,900.00	\$ 4,800.00
Inv 7	17-Apr	\$ 2,050.00		\$ 2,050.00	\$ 2,750.00
Inv 8	1-May	\$ 1,700.00		\$ 1,700.00	\$ 1,050.00
Inv 9	1-Jun	\$ 2,850.00	\$ (1,800.00)	\$ 1,050.00	\$ -

If you have any question or need additional information, please contact me.

Sincerely,



Theresa J. Hashim



**PUBLIC AFFAIRS COMMITTEE**

**AGENDA ITEM**

August 28, 2018

DATE

Parks & Recreation

DEPARTMENT

PA-04-090518

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Tennis Court repair from Contingency fund

**EXECUTIVE SUMMARY:**

The tennis courts were rehabbed in 2012 and the surface did not adhere to the binding level appropriately. The courts are out of warranty but the company is willing to do the repair with a 25% discount to account for possibly installing improperly. At the present time the courts are unplayable and pose a safety risk.

**PREVIOUS BOARD ACTIONS:**

None

**RECOMMENDED BOARD ACTION:**

Motion to recommend the transfer of \$12,000.00 from the contingency fund to repair the surface of the Ardsley tennis courts.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PA-04-090518

DATE INTRODUCED: August 28, 2018

FISCAL IMPACT AMOUNT: 12,000.00

FUND: 01-01-002-5299

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

### ANALYSIS

This will bring the courts back on-line which get a good amount of use. By having the original contractor make up for the possible error on their part we are getting this work done at a considerable discount. Done properly these courts should last 10 + years before needing attention again.

## Andrew Oles

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**From:** Matt Jacobs <matt@sportbuilders.com>  
**Sent:** Monday, May 7, 2018 9:24 AM  
**To:** Andrew Oles  
**Cc:** Neal Jacobs  
**Subject:** Ardsley Park - Tennis Court Renovation Plan

Hello Andrew, here is a potential; solution for the courts at Ardsley. We are out of warranty, but we do not want to leave you hanging. Due to the damage, the courts are going to have to be repainted. Normally courts like this should be resurface every 5 years anyway so this is what I'm thinking as to a scope of work and pricing. Thanks Andrew and please call me with any questions or concerns. Best, Matt

### REPAIR AND RESURFACING PROCEDURE

HARD COURT RESURFACING which features the TriFORCE crack repair fabric membrane system is a maintenance procedure that will prolong the life of the courts making them safe and playable for approximately 3-5 years but does not correct sub-base structural problems. Tennis court resurfacing is the primary renovation procedure performed at Sport Builders. When completed, courts look and play like new. Although, this procedure cannot prevent new cracks from forming and sometimes we see repaired cracks return to the surface despite the installation of TriForce; however, cracks that do appear are typically hairline in nature and easy to contend with. Keep in mind that, minor annual maintenance is often required to maintain any court surface. Typically The resurfacing procedure is actually a two phase process that involves aggressive repair of the existing court structure ( called the "repair phase") followed by the application of an acrylic coating system (called the "resurfacing phase"). The main goal is to repair structural cracking found in the asphalt base by injecting a concrete compound into the crack. The repair is supported with the TriForce Crack Repair System at the surface. This is a fabric membrane system that helps prevent repaired cracks from returning to the surface by expanding and contracting with the movement of the crack. To improve playability, low spots and depressions are repaired with cement skim coats. Surface leveling also prevents water accumulation which can break down the components of the acrylic coating system. There are many other repairs such as perimeter corrections, removal and repair of old delaminated court material and high spot removal. Following the repair work, the next step (called resurfacing) is the application of a multi-layer acrylic coating system that restores texture, protects the asphalt from further damage, enhances overall playability and gives the surface a vibrant new color scheme. Bright white playing lines are the finishing touch to accentuate the color contrast between the center playing area and the perimeter of the court.

### NORMAL JOB PRICE

Repair Budget includes removal of old failed repairs - \$4,000.00

Resurfacing/Painting Budget - \$12,000.00

Total Job Cost - \$16,000.00

Discount 25% (\$4000) - **\$12,000.00** TOTAL JOB PRICE - Basically I'm willing to repair the courts for free , but you would pick up the painting and i'll provide a 2 year warranty.

Matt Jacobs  
President, Sport Builders, Inc  
4401 Perkiomen Avenue  
Reading, PA 19606  
610.779.7875 Office  
610.779.4366 Fax