



TOWNSHIP OF ABINGTON

PUBLIC AFFAIRS COMMITTEE

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

AGENDA October 3, 2018 7:00 P.M.

1. CALL TO ORDER

2. CONSIDER APPROVAL OF MINUTES

- a. Motion to approve the minutes of the September 5, 2018 Public Affairs Committee Meeting.

3. PRESENTATION

- a. Facilities Analysis and Feasibility Study: Penbryn and Crestmont Pools – *Andy Oles*

4. UNFINISHED BUSINESS

5. NEW BUSINESS

PUBLIC AFFAIRS COMMISSIONER JOHN SPIEGELMAN, CHAIR

- a. PA-01-011118 Consider a motion to appoint Carl Anderson to the five year unexpired term ending December 31, 2021 on the Township Shade Tree Commission.
- b. PA-02-101118 Consider a motion to approve the application for 2019 Tree Vitalize grant in the amount of \$6,000.00. This grant would require a 25% match from Township that will be in-kind services.
- c. PA-04-101118 Consider a motion to advertise for request for proposals from experienced and qualified planning consultants in the design, planning and implementation of the Township's CDBG and HOME programs. The services shall be performed for the next three-(3) years, assuming federal funds are appropriated and allocated for FY 2018 through FY 2020.
- d. PA-06-101118 Consider a motion to approve and authorize payment to Hill International, Inc. in the amount of \$29,700.00 for the services provided by MyLCM, Inc. for work performed from July 1, 2016 to September 31, 2017 and to eComply LLC in the amount of \$6,000.00 for work performed from October 1, 2017 to December 31, 2017 for prevailing wage project compliance.
- e. PA-07-101118 Consider a motion to approve the transfer of \$8,282.000 from Account # 07-01-500-7526 and \$ 1,088.00 from Account # 07-01-500-7505 to Account # 07-01-500-7530 for the Township of Abington's 2019 Calendar and to approve the selection of the Homer Group at an amount of \$ 18,820.00 for the printing of 22, 000 calendars and Red Sky Marketing Group in the amount of \$ 2,250.79 for the sorting and mailing of the Calendars to resident homes.

6. PUBLIC COMMENT

7. ADJOURNMENT



Facilities Analysis and Feasibility Study: Penbryn & Crestmont Pools

Prepared for:

Abington Township

Department of Parks & Recreation

515 Meetinghouse Road

Jenkintown, PA 19046



Prepared by:

KMS Design Group, LLC

in partnership with

A H Adams & Company/Architects

D G March & Associates

Gilmore Associates

September, 2018

Acknowledgements

This report was prepared with assistance from many individuals and organizations. In particular, we acknowledge assistance and participation from Abington Township Leadership and Staff and the following individuals and organizations:

Abington Township Board of Commissioners:

Wayne Luker, President
Steven N. Kline, Vice President
Thomas Bowman, Commissioner
Kenneth N. Brodsky, Commissioner
Jessica Carswell, Commissioner
Jimmy DiPlacido, Commissioner
Carol E. Gillespie, Commissioner
Thomas Hecker, Commissioner Emeritus
Peggy Myers, Commissioner
Drew Rothman, Commissioner
Benjamin V. Sanchez, Commissioner
Lori A. Schreiber, Commissioner
John L. Spiegelman, Commissioner
Mike Thompson, Commissioner
Matt Vahey, Commissioner
Dennis C. Zappone, Commissioner

Abington Pools Project Steering Committee:

Evelyn short
Megan Crawford
Nolan McElwee
Will Holt

Abington Township Staff:

Richard Manfredi, Township Manager
Michael LeFevre, Township Manager, Retired
Mr. LeFevre provided significant support for the work contained herein
Andrew Oles, Director, Department of Parks and Recreation
Douglas Wendell, Director Emeritus

Prime Consultant:

KMS Design Group, LLC
Carl R. Kelemen, RLA, FASLA, Principal, Lead Consultant

Subconsultants:

Arthur Hall Adams, Architect
Arthur Hall Adams, AIA
D. G. March Associates
David G. March
Alta Planning + Design
John O. Hoover, CPRP
Gilmore Associates, Inc.
Kent Baird, AICP
Management Learning Laboratories
Dr. Ananda Mitra

This project was financed in part by a grant from the Community Conservation Partnerships Program, Keystone Recreation, Park and Conservation Fund, under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation. PA DCNR's grant agreement number is: BRAC-TAG-21-127

Background

Abington Township has owned and operated two swimming pool complexes for nearly fifty years. The pools are located in Crestmont Park and Penbryn Park.

The Crestmont site is situated at the intersection of Old Welsh Road and Reservoir Avenue, across the street from the Willow Grove Park Mall. Crestmont can be easily accessed by busses that service the Mall and by a .5-mile walk from the Willow Grove Regional Rail station.

Penbryn is located at Edgerton and Houston Avenues in Glenside. It has an alternate entrance at the intersection of Edge Hill Road and Houston Avenue near the Ardsley SEPTA commuter rail station.



Over the past several years the Township has been grappling with increasing maintenance costs and falling attendance at the aging pools. It has been trying to determine the best course of action for the future of these two facilities – should they be repaired and updated? Or should they be replaced with new, modern facilities?

In 2016, Abington Township decided to seek professional guidance to answer these questions. This report is in response to this request. The report has been prepared to meet the requirements of the Pennsylvania Department of Conservation and Natural Resources which provided funding for this project through the Community Conservation Partnership Program.

The pools' operations and maintenance are partially funded by fees charged to users, be they Township residents or residents of other communities. The balance of maintenance and operational costs are funded by the Township through dedicated Park and Recreation funds.

Township residents may purchase annual memberships and/or day-use passes to the pools which entitle them to use either pool. A limited number of annual passes are available to non-residents, at a higher fee; however, these passes are restricted to the pool for which the membership is purchased. According to Township records, total pool membership in 2017 was 4,742. A chart showing the breakdown of memberships is in Appendix G.

The Design Team visited the Crestmont and Penbryn pools to view their condition and determine if they meet current local, state, and federal codes, and users' needs/desires. (Notes from the evaluations can be found in Appendix B.) Importantly, the Team also visited other regional pool complexes to assess maintenance practices, general condition, and advantages and disadvantages of their various approaches to renovations. The Team also reviewed the types of facilities, amenities, and usage levels of the comparison pools. Finally, the Team interviewed the operators and maintenance personnel to gain additional insight. (Notes from the evaluations can be found in Appendix C.)

The complete evaluation, along with discussions of the "pros and cons" of renovations for all of the pool facilities can be found in the **Analysis Section** of this report. A full list of recommendations is found in the **Recommendations Section** of this report.

Independent of the feasibility study efforts, the Township engaged Management Learning Laboratories (MLL) to obtain and analyze the opinions of residents and interested parties regarding both Township aquatic facilities. MLL prepared an opinion poll which was posted on the Township's website with hard copies available in local libraries and Township offices. More than 1,100 responses were received. (The full opinion poll can be found in Appendix D.)

A synopsis of the opinion poll is presented later in the **Analysis Section** of this report. In preparation of the recommendations

presented in this report, the Design Team reviewed and used the MLL data. (The full MLL report can be found in Appendix E.)

Introduction

Abington Township is in southeastern Pennsylvania's Montgomery County. The Township lies in the extreme eastern end of the County and abuts Philadelphia's "Great Northeast" Fox Chase, Burholme, and Bustleton neighborhoods. Adjacent townships include Cheltenham, Upper Dublin, Upper Moreland, Lower Moreland, Springfield, and the Boroughs of Jenkintown and Rockledge.



In 2010, Montgomery County's population was 799,874, making it the third most populous county in Pennsylvania and the 71st most populous in the United States. The county seat is Norristown. The County's land use is diverse, ranging from farms and open land in the western end of the County to the densely populated eastern end townships of Cheltenham and Abington.¹

Montgomery County is immediately adjacent to Philadelphia's northwest border. In addition to Philadelphia, adjacent counties include Chester, Bucks, Lehigh, Delaware, and Berks. In 2008,



Forbes' listed the County as the ninth "Best Place to Raise a Family" in the United States. In 2010, Montgomery was the 51st wealthiest County in the United States as measured by median household income.² Many of the Township's residents are professionals who regularly commute to jobs outside of the community, primarily, the City of Philadelphia.

Abington Township was incorporated in 1704, placing it among Montgomery County's oldest communities and host to some of the County's oldest industries and churches. Named communities within the township include Willow Grove, Crestmont, Roslyn, Glenside, Rydal, North Hills, and Meadowbrook.

Over the years, its highly respected school system, regional hospital, shopping center, and many small specialty businesses have made Abington a highly desirable residential community. Major employers include Abington Memorial Hospital and its affiliates, the Willow Grove Mall, the Abington School District, and Penn State University.

The Southeastern Pennsylvania Transportation Authority (SEPTA) provides regular, convenient, and reliable access to points within eastern Montgomery County and the City of Philadelphia via bus routes and regional rail lines.³



The community has a well-developed park system, with 24 parks (map color green), nature areas, and open spaces totaling nearly 400-acres and varying in size from the tiny 0.25-acre Elk Street Tot-Lot to the 116-acre Alverthorpe Park, the largest park in the system. Two parks, Penbryn (18.6-acres) and Crestmont (19.4-acres), are the subjects of this report.⁴

The existing pools and buildings in these two parks were constructed nearly fifty years ago. Since they were built, both facilities have been updated and modified to serve residents' changing needs. Although well-maintained and upgraded over the years, both have deteriorated and use has declined, while maintenance costs have increased. Based on continued and future operational requirements, they are functionally obsolete.

Population: Older but Still Family Oriented

Abington is one of the oldest and most populated municipalities in Montgomery County and, while its population shows some signs of aging, it continues to be a destination for young families, primarily due to access to high paying jobs and the Township's excellent school system. In 2010, the U.S. Census recorded 55,310 persons living in the township and a total of 21,382 households. Of those, nearly 70% were recorded family households. Married families accounted for 11,798 households; households with children, married and not, accounted for 6,175 households⁵. These figures are reported across all ethnicity groups. Abington celebrates improvements to its diversity with recent census data showing 6,850 persons of African-American descent, 2,686 of Asian descent, and 1,771 persons of Hispanic or Latino descent.

Persons by Age, Abington Township, 2010

Age	Abington Township		Montgomery County	
	Total	%	Total	%
0-17	12,298	22	183,499	23
18-34	10,148	18	158,501	20
35-54	15,889	29	237,195	30
55-64	7,288	13	99,952	12
65+	9,687	18	120,727	15
Total	55,310	100	799,874	100

Source: US Census

According to the 2010 Census, the median age of persons residing in Abington Township was 42.8 years. Nearly 31% of the population was aged 55 years and older. And still, 22% of the population was 18 years of age or younger, suggesting Abington continues to support school-aged children in large numbers.

As the township shows simultaneous aging and sustained child rearing, the median income of \$78,713 is likely to remain the same, the result of young families choosing proximity to high quality schools and access to employment.

In 2009, the US Census Educational Attainment data reported 93.1% of persons 25 years and over had achieved high school degrees or higher.

Employer	Employees
Abington Memorial Hospital	4,195
Holy Redeemer Health	2,061
Willow Grove Mall	2,025
Abington School District	1,073
SPS Technologies	822
Penn State Abington	638
Abington Township	606
Macy & Bloomingdale's	460
Giant	337
Target	228

Schools & Businesses: A Winning Combo

Abington is home to one of the finest school systems in the region. It contains 18 schools: 9 public and 9 private. The Abington School District is known for top scores at its 7 elementary schools, one junior high school, and one high school. Abington Senior High School was named by Newsweek magazine as one of America's Top 500 High Schools.⁶ Private institutions range in focus from mixed-age groups to branch colleges, including a campus of The Pennsylvania State University.

Abington has an exceptional rate of employment and in the most recent American Community Survey, the US Census found 63% of the 30,452 person workforce was gainfully employed. A financial report completed by the township is shown in the chart at the right. Among the top employers there are over 6,000 employees working in the top two hospital and health care facilities; over 1,700 persons working for the college and the school district; and over 3,000 persons working in major retail and commercial centers.

Abington Memorial Hospital (AMH), founded in 1914, is the largest community teaching hospital in Montgomery or Bucks counties. In 2008, AMH purchased Central Montgomery Medical Center in Lansdale, renaming it Lansdale Hospital. In 2015, AMH merged with Jefferson University Hospital. Each year, the renamed Abington – Jefferson Health treats over 126,000 patients in its two Emergency Departments with Abington Hospital having the distinction of having one of only two Level II trauma centers in Montgomery County.⁷

Notes:

1. https://en.wikipedia.org/wiki/Abington_Township,_Montgomery_County,_Pennsylvania
2. https://en.wikipedia.org/wiki/Abington_Township,_Montgomery_County,_Pennsylvania
3. <http://www.abington.org/about-us/about-abington>
4. <http://www.abington.org/departments/parks-recreation>
5. U.S. Census Bureau
6. <http://www.abington.k12.pa.us/administration/office-of-the-superintendent/points-of-pride/>
7. <https://www.abingtonhealth.org/about-us/#.Wq5tGuPruNU>

Map sources:

1. PA map: Pennsylvania Department of Transportation website.
2. Montgomery County map: Montgomery County website www.montcopa.org
3. Abington Township map: Abington Township website www.abington.org

Chart Data Sources:

1. Population Chart: US Census Bureau
2. Employer/Employee Chart: Abington Township

Analysis

Abington Township's swimming pools have been providing aquatic recreation to its residents for nearly 50 years. Additionally, they have been serving the needs of surrounding communities which lack similar facilities. The primary focus of this study is the condition, suitability, and future of Abington's aging pools and their mechanical systems.

Township personnel accompanied the Design Team to both complexes to provide background and historical information on maintenance and operation practices. Because the pools' ancillary facilities are very important factors in drawing visitors and providing satisfactory experiences, the Team has included all aspects of the pool complexes in the study: the pools, their mechanical systems, the buildings, the site features, the surroundings, and other site amenities.

Team members included representatives of the landscape architectural firm KMS Design Group, LLC, architectural firm A. H. Adams & Company, swimming pool experts D.G. March Associates, and Gilmore Associates, Inc.

Arthur Adams (A.H. Adams & Company) reviewed the building, related facilities and applicable codes, including those dealing with public health and the Americans with Disabilities Act (ADA). His review included changing rooms, greeting/entry areas, staff, first aid and mechanical rooms. His analysis is summarized herein. His full report is in Appendix B.

David March (D.G. March Associates, Inc.) conducted the analysis of the components specifically related to pool operations. His evaluation included the filtration and mechanical systems, pool shells, related plumbing, and the various applicable codes. His analysis is summarized herein. His full report is in Appendix B.

In addition to pool decking, paved surfaces, pavilions, shade spots and snack bars, areas related to eating, playing, sunbathing, and socializing were reviewed with an eye toward general safety, present conditions, code compliance, and general design aesthetics and function. Carl Kelemen (KMS Design Group, LLC) completed the site review. His full report is in Appendix B.

Finally, KMS' Certified Park and Recreation Professional, John Hoover provided expertise on the facilities with an eye toward operations and maintenance concerns, as well as user convenience. Additionally, he participated in the Steering Committee meetings and public opinion poll evaluations. His full report is also in Appendix B.

Analysis of the community demographics and economic impacts were conducted by Kent Baird, AICP of Gilmore Associates, Inc. His report is synopsised in the text of this report. His full report is in Appendix A.

Abington Pools: General Description

Abington Township's two aquatic facilities are located in densely populated communities on the western side of the Township. Both locations share the same swimming pool designs, capacities, water features, and general layout. The pools are constructed of concrete and have a painted interior surface. Each complex has three bodies of water: a shallow water tot pool with a single water feature; a leisure pool that is 2 feet to 3.5 feet deep without water features; and, an "L" shaped pool with a six-lane lap pool, diving well with one-meter diving board, and small flume slides.

The pools have been in service for almost 50 years and are now showing signs of their age. In spite of good maintenance and several upgrades and renovations, they are outdated in terms of today's health/safety codes and standards. Just as important, they do not reflect current design practices, public desires for amenities, and do not meet current ADA guidelines. Based on continued and future operational requirements, they are functionally obsolete.

Pool Shell Analysis



TOT POOLS:

The tot pools are virtual mirror images (above). Both are in fair condition, although the pool shells have many cracks and an outdated concrete whale water feature. Likewise, both pools have cracked and missing tiles at the water line. The Crestmont pool has a known leak in the pool piping system. Additionally, the Penbryn pool has a leak around the filtered water return fittings.



LEISURE POOLS:

The leisure pools (pictured bottom, left) are in average operational condition. Both have visible shell cracks and other general issues. Penbryn's leisure pool loses nearly 10,000 gallons of water per day. The Crestmont pool has a substantial crack in the floor and up the wall. Both leisure pools have a concrete overflow gutter system. (More detailed discussion in the next section).



LAP POOLS: The lap pools' shells (pictured above) at both complexes are in average to good condition with some insignificant cracks. The lap pools and diving wells of each show signs of aging and general wear and tear. They are in need of renovations and/or upgrades. Like the leisure pools, both lap pools have a nonstandard concrete overflow gutter system. (Again, more discussion follows in the next section).

Pool Mechanical System Analysis

The largest single code infraction here is the leisure and lap pools' combined filtration systems. This is not allowed by today's health codes and standards. However, as long as no renovations are implemented, this condition is grandfathered (permitted).



The filtration systems and chemical balancing equipment (above) are operational at both facilities. Most of the filtration equipment was updated within the past fifteen years. The systems will, however, be reaching the end of their normal service life in the next several years. If, as is anticipated in this study, the pools are upgraded, the leisure and lap pools must be separated and provided with their own filtration and chemical bal-

ancing systems. There is not enough room in the filter building at either complex to allow for the required additional equipment to meet current health codes, even if there is no change in pool size or volume. Inadequate pipe sizes is another issue directly related to the pools and filtration systems which must be addressed during renovation.



A safety hazard common to all of the swimming pools deals with their main drain covers. To reduce the possibility of drowning caused by suction entrapment, all drain covers must be inspected every year prior to the pool opening for the season. If any damage is found, then the cover must be replaced. Most drain covers have a seven year life cycle.

Additional codes and standards to be addressed if improvements are undertaken include those of the American National Standards Institute (ANSI) [<https://www.cpsc.gov/Regulations-Laws--Standards/Voluntary-Standards/>], Virginia Graeme Baker Pool

& Spa Safety Act (VGB) [http://www.aquaticsintl.com/facilities/vgb-safety-act-fac_o] (refer to Appendix J) and Americans with Disabilities Act (ADA) standards.

[https://www.ada.gov/2010ADASTandards_index.htm]

The tot pools of each complex have their own filtration and chemical balancing systems, so renovations will not add to the equipment space requirements unless, of course, the pools are enlarged or their aquatic features are replaced with new ones which mandate additional filtration capacity.



The leisure and lap pool gutters (pictured above) consist of a concrete gutter and mortared-in-place concrete grate. This design creates a real maintenance problem because the gutter grate cannot be removed for proper cleaning. The result is a build-up of organic material in the gutters that is very difficult to remove thereby putting visitors' health at risk. Countering the organic matter requires significantly more chemical treatment (and cost) to neutralize bacteria caused by the breakdown of organic materials.

Building Analysis

An important aspect of the pool feasibility study is the analysis of related facilities including the bathhouse buildings, snack bars, filtration and mechanical systems, site, and site amenities which support the pool uses.

Building Evaluation and Assessment Criteria:

The existing buildings were reviewed and assessed utilizing the following Building and Accessibility Codes:

- Abington Township Code Standard as of January 1, 2016 (See trailing information regarding certain sections of various 2015 I-Codes which became effective December 31, 2015 under PA's Uniform Construction Code (UCC))
- Abington Zoning Code as amended
- Abington Township Storm Water Management Ordinance as amended
- Abington Township Fire Code as amended
- International Fire Code 2009
- International Building Code 2009, Chapters 2--29 and 31--35, including Appendices C, E, G, H and I.
- Accessibility/2012 International Building Code Chapter 11 (Reference Standards ICC/ANSI 117.1 2009 Edition)
- International Performance Code 2009
- International Existing Building Code 2009, including Appendices A & B
- International Energy Conservation Code 2009

- International Fuel Gas Code 2009, including Appendices A, B, C and D
- International Mechanical Code 2009
- International Plumbing Code 2009
- National Electrical Code 2008 (by reference)
- International Wildland-Urban Interface Code 2009

Required Uses for Pool Buildings:

The bathhouse buildings provide support including Men's and Women's Toilet/Shower Rooms/Locker/Changing Areas, Administration Areas, Support areas for check-in desk, Administration/Office/Staff Areas, Storage, and Snack Bar and related food service functions.

Building Systems Evaluation:

The buildings were evaluated to determine their condition and ability to be maintained/renovated/modified to fulfill the needs of Township residents now and into the future. As part of the Abington Township Community Pools project, the existing bathhouse buildings were evaluated to determine:

- The physical condition of the buildings.
- Suitability for their continued service.
 - Capacity to fulfill program goals of the Township
 - Capacity to fulfill needs of the public
- Feasibility to modify and/or renovate the buildings to extend their service life.

Use and program goals were developed for the buildings thanks to steering committee meetings (more in Appendix F) and a user preference survey conducted (more in Appendices D and E) as a part of this project. The criteria used to evaluate their potential to meet those goals include:

- Current Building Codes
- Current Accessibility Codes (building-related ADA code)
- Available facilities and spaces to meet staff needs
- Available facilities and spaces to meet public needs

The bathhouse buildings should have the following facilities:

- Men's and Women's
 - Toilet room(s)
 - Changing facilities
 - Shower facilities
- Administrative and storage areas
- First Aid station
- Snack bar food service facilities

Existing Building Construction:

The buildings use concrete slab on grade construction with load-bearing masonry walls and prefabricated exposed wood trusses. The roofs are composite fiberglass shingles on plywood sheathing. Electrical and plumbing services are placed within masonry walls. The buildings are served by public water and sewer. Electricity is provided by PECO. There is no gas service on site.

At the Crestmont Pool, the pump/filter room is part of the bathhouse building. At Penbryn the pump/filter room is in a separate reinforced concrete structure set into the hillside below the diving tank in the lap pool.

Review of Existing Bathhouse Building Conditions:

The condition of the buildings was found to be generally good. The following major elements of the buildings were observed and evaluated:

- Roofs/Gutters and Rainwater Conductors:
 - Good condition and serviceable. Roofs appear to have been replaced within the last five to ten years.
 - Gutters and rainwater conductors also appear to be serviceable.
- Walls:
 - Building walls show no significant signs of structural deterioration or failure.
 - Surfaces have multiple coats of paint which shows signs of cracking and spalling.
- Floors:
 - Concrete floors are in good condition, but need cleaning and patching to extend service life.
- Lighting:
 - Lighting throughout the buildings is outdated, inefficient, and inadequate.
 - Light levels in the building are poor.
- Windows:
 - Existing windows are in fair condition, but show signs of age. Some wood-framed windows have been replaced by vinyl inserts. Some of the replacements do not have screens and are not matched to the size of the window openings.

- **Doors:**

Doors, door frames, and door hardware show signs of long service and deterioration. Some doors are narrow and do not meet current ADA and other code guidelines.



- **Signage:**

Signage providing direction in public areas and identifying restrictions in specific areas are poor. They do not provide clear and specific information regarding uses, directions, or restrictions.

- **Toilet, Shower, and Locker Areas:**

Toilet and sink areas are dated, deteriorated, and do not provide adequate service as support facilities.

Lockers have been removed and have not been replaced.



- **Security:**

Building security is provided by locked doors and institutional perimeter chain link fencing with lockable gates for access.

- **Accessibility:**

The existing buildings do not meet the federally mandated clearances at all points of entry into the building. Toilet, shower, and locker room facilities do not meet current accessibility building codes as enforced in the Township.



- **Miscellaneous Systems:**

Buildings have not been provided with sprinklers. Buildings are not heated or air-conditioned. Water is heated by dated and inefficient electric units. No interior water fountains are provided.

- **Maintenance:**

The buildings have been maintained adequately. Age and use have caused deterioration of building elements.

Site Analysis: Penbryn

The 18.6-acre Penbryn Park is located in the Glenside/Ardsley section of the Township. The southern entrance and official mailing address to the park is 200 Houston Avenue, Glenside. The northern entrance of the Park is a short walk from the Ardsley SEPTA regional rail station at Houston and Edge Hill Roads. The northwestern boundary is formed by rear yard property lines of single-family residences which front Edge Hill Road. Single-family residences abut the Park on the southwestern side. SEPTA's Warminster Regional Rail line forms the park's south-eastern boundary; apartments form the northeastern side.

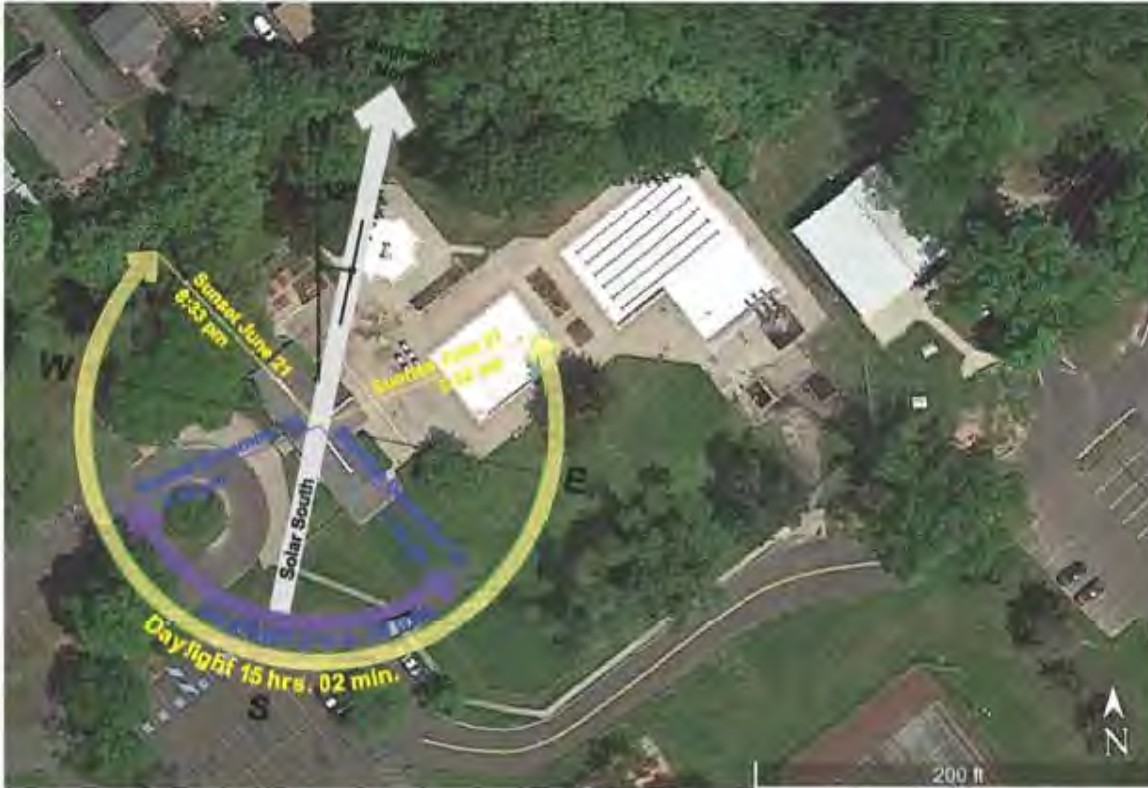


Penbryn Park and Pool

The Park contains several soccer and baseball fields, tennis and basketball courts, a trail, parking lots, tot and school-aged play areas, and the pool complex. Additionally, the Park is home to the Hunter Soccer Club which was granted permission to build a clubhouse adjacent to the pool complex.

The pool complex is surrounded by a six-foot high chain link fence, which is in poor condition.





Penbryn Pool

The aerial photograph of Penbryn Pool illustrates the existing orientation of the Pool Building and Pools in relation to rising and setting sun position. For maximum solar benefits buildings and pools should be oriented with the longest axis perpendicular to solar south.



Penbryn Pool Building

Trash containers are placed outside of secure area

Bike rack

Existing drop off and curb cut for accessibility

Existing Penbryn Pool Building

Addition for storage not equal to original building



Chain link industrial fencing

Bike placed on ground

Multiple signage locations with different graphics and notations

Deteriorated concrete pavement through entire pool complex

AHAdams&Company

SK-1

Abington Township Community Pools Evaluation

Penbryn Pool Building



Penbryn Pool Building



- Multiple types of exterior trash containers poorly secured
- Rusted and poorly secured doors to pool pump room
- Multiple types of exterior storage poorly secured
- Water fountain does not comply with accessibility codes

- Industrial chain link fencing surrounding pool complex
- No outdoor storage for pool equipment
- Multiple types of exterior trash containers poorly secured
- Inadequate, poorly located, and insufficient seating at pool area

AHAdams&Company

SK-3

Abington Township Community Pools Evaluation

Penbryn Pool Building



Signage is inconsistent, poorly placed, visually not uniform and does not meet minimum requirements for Accessibility

Entry to both Men's and Women's Areas does not meet required minimum dimensions for Accessibility clearances

Entry to both Men's and Women's Areas does not meet required minimum dimensions for Accessibility clearances

Front Entry Desk does not meet minimum requirements for Accessibility



Staff area is inadequate poorly lighted, does not offer space for adequate storage, staff meetings, private area for staff breaks, access to staff area does not meet accessibility code requirements

Penbryn Pool Building



- Signage is not consistent poor graphics, not correct mounting height, does not meet Accessibility codes
- Penbryn does not have a family changing room(s), changing station is not in the correct location near the showers and do not meet Accessibility codes
- Access to pool area does not meet Accessibility codes
- Existing utility services are built into wall. Very difficult to upgrade and relocate in masonry walls
- Insufficient seating (no lockers) does not meet Accessibility codes

Existing CMU walls show signs of deterioration, mold penetration, floors are not slip resistant



- Existing shower facilities do not meet current Accessibility codes. Built into masonry wall they are difficult to upgrade and relocate in masonry walls
- Existing curb does not meet current Accessibility Codes and represents a tripping hazard



- Existing toilet stalls are not sized to meet current Accessibility codes
- Existing urinals do not meet current Accessibility codes and water use requirements
- Staining, mold at floor in toilet rooms

AHAdams&Company

SK-5

Penbryn Pool Pump Room with Existing Conditions

Penbryn Pool Building



Existing hollow met. door(s) frames are rusted and deteriorated from chemical storage and vapors

Records storage and controls are exposed not in secure area



Chemical storage containers are not secured, caustic vapors have deteriorated exposed metal



Penbryn Park has significant vertical relief which makes compliance with ADA challenging in some areas.



The southeastern portion of the site is low and relatively flat, making the area ideal for sports fields.



The northwestern part of the site has steep wooded slopes, providing a dense buffer between the pools and residences and giving visitors a shady spot to sit. Exposed rock on the slope makes grass difficult to grow and maintain.



The Tot Pool is about 36" above the other pools and separated from them by raised planters and retaining walls. Steps need to be negotiated to access the pool from all areas. Limited space makes ADA access to the tot pool difficult.



The Leisure and Lap pools are on the same level and directly accessible from the bathhouse, restrooms, changing rooms, and snack bar.



A significant amount of the pool complex area is covered by impervious materials, including the building, pools, and pool decking. The decking cross-slopes do not meet ADA standards. Uneven concrete may create tripping hazards.

The pool decking at Penbryn is in poor condition. Cracks in the pavement and missing joints caulk will eventually cause pavement stability problems.



There are several storm drains in the deck areas with openings that are larger than permitted by current standards.



The bathhouse building was extended to permit the addition of a snack bar.



Adjacent to the snack bar are two flat grassy areas separated by steps and retaining walls. Although not ADA compliant, they can accommodate small group gatherings.



The lawn area between the pools and Houston Road is a gently sloped area enjoyed by sunbathers. Several large trees provide shade.



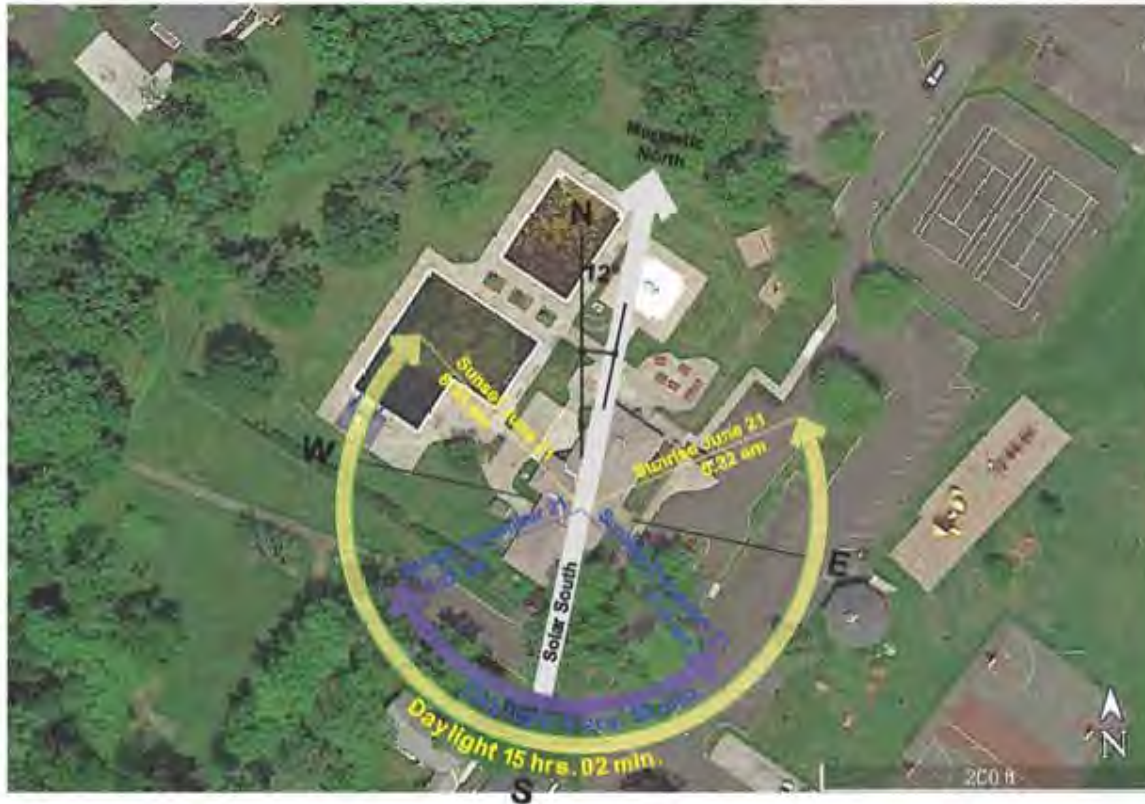
Behind the Hunter Soccer clubhouse is an unused area that is sloped and partially wooded.



Adjacent to the clubhouse, near the diving well, is the filter building. Access to filtration equipment is from Houston Rd.



There is limited lighting on the site to permit evening use. The light fixtures are dated and inefficient.



Crestmont Pool

The aerial photograph of Crestmont Pool illustrates the existing orientation of the Pool Building and Pools in relation to rising and setting sun position. For maximum solar benefits buildings and pools should be oriented with the longest axis perpendicular to solar south.

Site Analysis: Crestmont

The 19.4-acre Crestmont Park is located in the Crestmont section of the Township at the intersection of Old Welsh Road and Reservoir Avenue, directly opposite the Willow Grove Park Mall. The Park is about a ½-mile walk from the Willow Grove SEPTA regional rail station. Additionally, SEPTA bus routes 22 and 55 service the Mall. Old Welsh Road defines the Park's northeastern boundary; Reservoir Avenue, the southeastern boundary; Rubicam Avenue, the southwestern side; and, wooded open-space and residences form the northwestern boundary.

The majority of the property is gently sloping and almost entirely open, making ADA compliance relatively easy and the site suitable for sports fields.



The Park contains a baseball/soccer field, two tennis, two basketball courts, tot- and school-aged play areas, and three parking lots.



A shady tot-lot is adjacent to the pool, but separated from it by a eight-foot high chain link fence.



On the far side of a parking lot, adjacent to the new community center, are two basketball courts and a school-aged play area.



The northeastern part of the site, near Old Welsh Road has moderately steep slopes.



For many years a low drainage area near Old Welsh Road has been used for ice-skating during winter months.



The pool complex completes the site. It is surrounded by an eight-foot high fence in fair condition.

Crestmont Pool Building



- Existing Crestmont Pool Building
- Industrial chain link fence surrounding entire pool area, existing gate is in poor condition
- Signage behind chain link fence
- Curb cut for Accessible entry



- Pool equipment stored throughout entire pool area, not secured, represents a hazard for movement of residents in pool area
- Residential storage shed in pool area

AHAdams&Company

SK-1

Abington Township Community Pools Evaluation

Crestmont Pool Building

Exterior window at snack bar is not accessible utilizes wood steps to allow access

Signage is poorly placed with no specific area to allow viability

Accessible access to pool area is through 2 sets of chain link fencing and does meet current Accessibility codes



Unsecured industrial trash containers

Unsecured propane tanks adjacent to residential storage shed



Outdoor area above intake grate used as secure storage for pool equipment



Outdoor area above intake grate used as secure storage for pool equipment

Crestmont Pool Building

Water fountain does not meet minimum requirements for Accessibility



Entry to both Men's and Women's Areas does not meet required minimum dimensions for Accessibility clearances



Entry to both Men's and Women's Areas do not meet required minimum dimensions for Accessibility clearances



Front Entry Desk does not meet minimum requirements for Accessibility



Doors and door hardware do not meet Accessibility code - no lever trim

Signage is inconsistent, poorly placed, visually not uniform and does not meet minimum requirements for Accessibility codes

AHAdams&Company

SK-3

Abington Township Community Pools Evaluation

Crestmont Pool Building

Signage is not consistent, poor graphics, not correct mounting height, does not meet Accessibility codes

Existing curb does not meet current Accessibility Codes and represents a tripping hazard

Insufficient seating (no lockers) does not meet Accessibility codes

Existing CMU walls show signs of deterioration, mold penetration, floors are not slip resistant

Crestmont does not have a family changing room(s), changing station is not in the correct location near the showers and do not meet Accessibility codes

Existing shower facilities do not meet current Accessibility codes. Built into masonry wall they are difficult to upgrade and relocate in masonry walls

Existing utility services are built into wall. Very difficult to upgrade and relocate in masonry walls

Existing toilet stalls are not sized to meet current Accessibility codes

Staining, mold at floor in toilet rooms

Existing urinals do not meet current Accessibility codes and water use requirements

Existing toilet facilities current current Accessibility codes. Urinals and sinks are not at required height. Built into masonry wall they are difficult to upgrade and relocate in masonry walls

AHAdams&Company

SK-4

Abington Township Community Pools Evaluation

Crestmont Pool Building



No provision has been made to establish a permanent location for swim team awards and trophies



Staff area is inadequate poorly lit, does not offer space for adequate storage, staff meetings, private area for staff breaks, access to staff area does not meet accessibility code requirements

AHAdams&Company

SK-5

Abington Township Community Pools Evaluation

Crestmont Pool Building

Pool filtration discharge used for storage



Electrical panels are in area where water is present, electric services must be properly ground or removed and separated from water



Chemical storage containers are not secured, caustic vapors have deteriorated exposed metal

Temp stud wall erected to enclose filtration storage tank with gas bottles not properly protected and secured in enclosure



Existing Crestmont Pool filtration system is dated



The wooded areas on the northwest side of the site provide a dense buffer between homes and the pool area.



The pool area is mostly impervious surfaces, including the building, pools, decking, and picnic areas. Pool decking is mostly in fair condition. In some areas there are cracks and missing caulk.



Like Penbryn, the bathhouse was expanded to include a snack bar. Here, however, there is a relatively large, flat lawn area that provides sunbathing and picnicking.



Thanks to the relatively flat site, all pools are on the same level directly accessible from the changing rooms and bathhouse building.



A relatively large concrete area includes picnic tables and umbrellas for shade.



Adjacent to the pool area is a shady tot-lot. It is separated by chain link fence, and has its own entrance outside of the pool area. It is not accessible from the pool area.



Several large trees that are scattered around the site to provide limited shade. Some of the trees are located near the pools and occasionally drop leaves, flowers, stems, and small branches into the pools.



Although lighting is provided for evening play at the ball fields, tennis and basketball courts, site lighting in the pool area is inefficient by today's standards and insufficient for evening use.



Public Input Analysis

Abington Township contracted Management Learning Laboratories (MLL) to develop, conduct, and analyze a public opinion survey. During the fall of 2016, and early winter of 2017, the opinion poll was posted on the internet. Paper copies were also available at libraries and the Parks Department office. The online opinion poll is available for view in Appendix D. MLL's final report was released in March 2017. Below is a synopsis of pertinent information/data. MLL's full report can be found in Appendix E.

The Public Input Analysis report section of the looks at residents' thoughts about the Township's aquatic-based recreation facilities. 1,122 people responded to the opinion poll. In addition to facilities and programs, information was gathered concerning recreation issues, including factors that residents say limit the use of facilities and programs. The questionnaire contained statements seeking responses ranging from "strongly agree" to "strongly disagree," allowing respondents to express their opinion on a particular issue. Blanks were provided for some questions to encourage respondents to share more specific comments or concerns.

OPINIONS ABOUT RECREATION FACILITIES:

On the positive side,

- Nearly three quarters of respondents feel safe at the pools
- Respondents are largely satisfied with pool management
- Nearly three-quarters of respondents believe that pool em-

ployees are suitable for the jobs they perform

- Nearly three-quarters of respondents feel employees are courteous and helpful
- Nearly 73% agree that the pool is open at convenient hours
- Nearly 58% are satisfied with the value the pools give them for their money

On the negative side

- Fewer than half of respondents feel that the pools are clean and well maintained
- Fewer than half believe that there are enough opportunities for those over 55
- Only 12% believe there are enough programs for adults

OPINIONS ABOUT PROGRAMS AND ADMINISTRATION:

Some items address overall availability and quality of recreation opportunities.

- Nearly 88% of respondents said that they know about the Township's other recreation opportunities
- Nearly 68% are satisfied with those opportunities
- Nearly 85% are willing to pay higher user fees for recreation opportunities
- 64% of the respondents indicate that "In general, the facilities that I have visited satisfy my needs."

Combined, these findings suggest that the respondents are generally satisfied with the way the Township manages and delivers recreation opportunities.

Respondents indicate that there is room for improvement with respect to available recreation programs. 60% believe that the Township is responsive to the community's recreation needs.

AREAS OF EMPHASIS

One section of the poll was designed to determine the importance users place on various water-based recreation facilities and services. The results indicate that the needs were similarly ranked at both pools. Identified desires include:

- Umbrellas/shade structures
- Upgraded and larger (especially the women's) restrooms
- Additional seating by the pool
- Food and eating opportunities. More than half the respondents expressed a desire for healthy food
- Dedicated eating areas
- Specific activities such as water aerobics, exercise classes, and swim lessons
- Additional family based activities and facilities attractive to young children and families including waterslides, spray pools, and swim teams
- Additional space for birthday and theme parties

ATTENDANCE

The questionnaire asked how many times respondents and/or their family visited Township parks or pools in the past 12 months.

- More than 90% said they have visited a park at least once
- 40% have visited a park more than twelve times

- More than half visited the aquatic facilities at least once
- A quarter of respondents have visited a pool more than twelve times

REASONS FOR NON-USE

Another section of the questionnaire investigated factors that may keep residents from participating or visiting. Respondents were able to indicate actual or perceived barriers to both pools.

Three primary reasons were given for non-participation, all related to the facilities' physical conditions.

- Respondents describe facilities as substandard and old
- Inadequate and unclean restrooms
- Overcrowded and poorly maintained facilities

INFORMATION ABOUT OPPORTUNITIES

Finally, the questionnaire asked respondents to indicate which communication methods they consider to be most effective in keeping them informed of Township park and recreation programs and activities.

- Respondents indicate that reaching out at the individual level is most effective
- Nearly 84% indicated that brochure mailings and e-mails are best
- 82% of respondents believe that web presence is effective
- 78% indicate that presence on social networks such as Facebook are also effective
- Lastly, respondents say that word of mouth is an effective communication tool.

Below is a sample page from the Public Opinion Poll. The poll was posted on the Township website. Paper copies were available at the Park and Recreation office, libraries, the Township Building and cooperating businesses. The full opinion poll can be found in Appendix D.

The Question

Thoughts of a sample of Abington residents

THINKING ABOUT AQUATIC OPPORTUNITIES

The Township of Abington should focus on the opportunities for aquatic recreation in particular, and the general recreation opportunities in the Town. Please indicate what most closely reflects your attitude.

	Strongly Oppose	Oppose	Neutral	Support	Strongly Support
I am excited about the opportunities for aquatic recreation in the Township.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the cost.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the quality of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the safety of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the availability of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the accessibility of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the maintenance of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the staffing of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the programming of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the location of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the design of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the amenities of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the hours of operation of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the overall quality of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the overall value of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the overall impact of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am excited about the opportunities for aquatic recreation in the Township, but I am also concerned about the overall benefits of the facilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other comments:

Page 1 of 1

Comparable Pools: Introduction

To provide context and comparison upon which recommendations can be based, the design team visited similar swimming pool complexes in the region that were recently built or have undergone recent renovations. The design team recommended four complexes that were believed to meet Township residents' expectations. The four recommended facilities were approved in discussions with the steering committee and Township staff.

The approved facilities included the *Hatfield Aquatic Center* in Hatfield Township, *Belmont Hills Pool* in Bala Cynwyd, *Ardmore Avenue Pool* in Ardmore, and the *Fanny Chapman Memorial Pool* in Doylestown.

Each of the facilities were about the same age since construction or renovation/reconstruction, except the Fanny Chapman Pool which has an ongoing upgrade/renovation program. The most recent upgrades were to the men's changing room in 2017.

The team reviewed pools, mechanical systems, amenities, and site conditions. Pool operators and/or maintenance staff were also asked about maintenance practices for additional insight.

Reviews and evaluations of each complex follow in this chapter. (Complete notes on the site visits can be found in Appendix C.) The evaluations provide comparison and insight for the recommendations presented later in this report.

Further, an economic impact analysis was conducted by Gilmore Associates to help guide Abington Township in establishing a favorable return on investment for the new facilities.

HATFIELD AQUATIC CENTER (HAC)

The HAC is located on South Chestnut Street in Hatfield Township. The Team met with David O'Donnell, Operations Supervisor, for a tour and discussion of the complex, maintenance procedures, and operations. The HAC was the only facility we visited with dedicated staff whose sole responsibility is keeping the pool complex up and running 100% of the time.



The HAC, with its five pools is by far the most ambitious of the facilities visited. In addition to the pools, facilities include a hydrotherapy pool, changing rooms, snack bar, sitting areas, a picnic pavilion, court game areas, and parking for about 220 cars.

The HAC was constructed in 2006, and cost about \$6,000,000. Dave O'Donnell estimated that construction costs would be about \$11,000,000 today. HAC was designed to be self-sufficient and have a regional draw. It attracts visitors from as far away as New Jersey and Philadelphia.

During the 2015 season, many residents complained that the pools were excessively crowded. Last year the Township raised membership fees. This resulted in lower attendance but no real loss in revenue.

The Center has been self-sustaining for the past seven years.

In 2017, the Township anticipated pool membership and attendance fees of \$545,000. Snack Bar sales were expected to add about \$120,000. Likewise, swim lessons and facility rentals were expected to add about \$55,000.

Unfortunately, the receipts from the budgeted income fell short, but the reserve fund was able to make up the difference. It is expected that if fees do not match expenses in the future, the Township will have either to make up the difference from the general budget or increase fees.





The Hatfield complex has a 45-meter pool with movable bulk-head, diving well, and 1-meter diving board.



Other pools include zero-entry wading and tot pools with spray elements.



Fun swim elements include water slides and a "lazy river".



The hydrotherapy pool and small lap pool are very popular with adults.



Sitting areas with fabric canopies provide shade. A pavilion is available to rent for parties and family gatherings.



Additional features include a bathhouse building with men's, women's and family changing rooms, storage, staff break and locker rooms, small meeting, first aid, and mechanical rooms.



A full-service, Township operated and staffed snack bar serves up a variety of snack foods, meals, and drinks.

The Hatfield pools are surrounded by spacious concrete decks which provide plenty of room for lounge chairs and circulation.



In spite of the ample pavement, none of the sitting areas have an accessible path to them, except for a grouping in the concrete deck area.



Immediately adjacent to - and accessible from the pool complex - is a fenced-off court sports area that includes tennis courts, pickleball courts, four square, hopscotch, basketball, etc.

Some patrons come to use these facilities and not the pools, although the normal customary fees apply for using these facilities. Once the swimming season has ended, the Township opens the courts to the public through a separate gate system that allows access from Chestnut Street, while keeping the pool area secure.

The Hatfield pools are heated, which is unusual, especially in an outdoor complex. Mr. O'Donnell stated that the cost for heating the pools is very high. He also said that there was discussion

about the use of solar energy either to heat the pools or to offset the cost of electric service. To date, the Township has not actively pursued solar or other alternate energy sources.

Due to some settlement and drainage problems that occurred shortly after initial construction, the site does not fully comply with ADA.

During the fall and winter, every water feature and piece of equipment including filtration and circulation equipment is removed, torn down, reconditioned, and painted.

Shade structure fabric is taken down and stored away from sunlight to extend its life, posts and frames are repainted. Amenities including lounge chairs are also reconditioned. Concrete pavement is power washed and resealed, so that when the next season begins all equipment and amenities are in prime operating condition.



BELMONT HILLS POOL

This pool complex is one of two pool complexes owned by Lower Merion Township. The complex is located in the Lewis J. Smith Park at 122 Mary Waters Ford Road in Bala Cynwyd. The site is about 6.7 acres in size containing two swimming pools, a tot pool, bathhouse, a street hockey court, and parking for about 140 cars.



Dave DeAngelis, Lower Merion Parks Department Supervisor, gave the design team a tour of the pool facility. He told us that the pools were reconditioned about ten years ago. Reconditioning included removal of the top half of pool walls, decking, gutters, and associated plumbing. This work was followed by the installation of new concrete pool walls, gutters, decking and associated plumbing, along with new filtration systems.

Now, some ten years following the renovations, some water leakage has been detected, but it is believed to be due to age-related damage of the pools' interior finishes, rather than cracks or problems with the renovation work.

Of the complexes three pools, one is an "L-shaped" zero-entry



pool that provides lap swimming and water slide activities. A smaller pool is reserved for adult lap swimming. The third pool is a small zero-entry pool for tots.

The three pools are separated by small lawn areas which are maintenance headaches because they are constantly muddy. Limited space for hard pavement (sidewalk paths) requires passersby to walk on the grass. Chemically-laden pool water dripping from swimmers' suits makes it difficult to maintain grass.



Swimmers typically sit in lawn areas due to the lack of paved area for sitting/sunbathing areas.

Belmont Hills swim club members often bring their own chairs and lounges (many leave them all season) and put them out in the grass areas, often under the trees at the perimeter of the site.



Mr. DeAngelis said that they have expanded deck areas several times, and plan to expand them further to reduce the incidence of people tracking mud into the pools from areas adjacent to pool deck. The pools (mostly the small lap pool) have had mud in them periodically due to erosion from nearby steep slopes.



He also noted that access to filter equipment and chemical and supply deliveries is very difficult due to the isolated location, the design of the pool equipment building, and the steep slopes. Additionally, there are no adequate service routes to the filter equipment building.

The bathhouse building has storage and employee break rooms, an admissions desk, a snack bar, changing areas, and restrooms.



The restrooms were old, but clean. Storage room and employee break areas are small.



Lifeguards have a designated bench where they often sit outside the restroom building during work breaks. Ironically, visitors complain that the lifeguards are "sitting around talking or playing with their phones," yet work rules require the lifeguards to take regular breaks.



The snack bar is operated by a vendor under contract with the Township.



There are no pavilions and no shade structures, except the small canvas ones on paved areas adjacent to the pools. Unlike Fanny Chapman, the Township does not encourage rentals.

ARDMORE AVENUE POOL - Ardmore

The Ardmore Pool complex is also owned and operated by Lower Merion Township. The complex is located in the Vernon V. Young Memorial Park at 122 Ardmore Avenue. Ardmore was, by far, the smallest of those we visited. It was “shoe-horned” into a space between the Township’s Community Center building, baseball fields, court sports, children’s play areas and neighboring properties.

Township Recreation Supervisor, Dave DeAngelis accompanied us to this site as well.

Since the site is so small, there is little opportunity to make significant improvements. The most glaring shortcoming at this pool complex is the severe lack of parking. Only on-street parking is available.



There is one pool for swimmers and one zero-entry to one foot deep pool for waders. The pools were reconditioned and repaired about ten years ago. Before the upgrade, the larger pool was losing about 5,000 gallons of water per day. Since the repairs were made no new leaks have been found.



Of the two pools here, one is L-shaped with a waterslide. The other is more or less square.



A zero-entry ramp leads to two dedicated lap lanes in the L-pool. The balance of the pool is wading depth. The small square pool is a zero-entry tot pool with water play features.



Very little shade is available for relief from the hot sun. Small lawns separate the two pools as well as the wading pool and baseball fields.

The **FANNY CHAPMAN MEMORIAL POOL** is located at 10 McKinstry Drive, Doylestown. Jim Foster, Pool Manager, provided a detailed tour of the facility. The full tour report is included in Appendix C.

The pool site is 2.44-acres. Fanny Chapman has a long history in the community. Construction began in 1926 on a 40' x 120' pool which opened the following year. Privately owned and run, the facility welcomed the public in 1927. There have been several expansions since then.



Initially, operating expenses were paid by membership fees along with income derived from the Mercer endowment fund. In 1956, the Fanny Chapman Board of Trustees which had gov-

erned pool operations since 1927 was dissolved. Facility ownership and operations were transferred to the Doylestown Borough which then created a Board of Managers to operate and maintain the pool complex.

The facility does not receive Borough funding. In addition to membership fees, Fanny Chapman has financial support from the Mercer Foundation and the Metropolitan Museum of Art in New York.



In 1959, the late Mrs. Mercer donated funds to construct a diving tank and an instructional pool.



A building on site houses an administration office, changing rooms, break rooms, and mechanical rooms, and a second floor apartment.

In 1975, the Borough began a modernization program.



The Fanny Chapman women's changing rooms were renovated in 2015. The men's changing room was upgraded in 2017.



Other renovations include site lighting, public address system, diving equipment, terraces, rest areas, and upgrades to the chlorination and plumbing systems.



There is no natural shade on site, so several shade structures have been built for the 200 lounge chairs provided to guests.



A wading pool was added in 1994, and in 1997 the upper instructional pool was renovated to meet state standards. In 2015 the wading pool was expanded to include a zero-entry to 18" deep pool.

Today, there are five pools: two teaching pools, a diving tank, a wading pool, and a pool for competitions.



The competition pool is 42 feet by 75 feet, and has seven swim lanes.



The Diving pool is 12 feet deep. There is an also an instructional pool which is 3.5 feet deep.

Fanny Chapman management is part of a Pool Managers Cooperative that includes about a dozen neighboring Bucks County communities. The Co-op is able to negotiate better prices on chemicals and supplies.

Parking is a serious problem at the complex, although a sizeable

parking lot is on an adjacent property. Neighbors complain about parking on adjacent streets during swim meets.

The facility's operating costs are \$500,000± per year. The complex generates a \$100,000± surplus every year that is used for upgrades.



Aquatics: In and Around Abington

Enjoyable features that visitors appreciate include heated pools, areas for competition and diving, spray pads with ground level and elevated water play elements, and pools for tots and young children. Whirlpools, lazy rivers, and slides as well as climbing walls and water play structures for children are also favorites. Picnic, leisure areas, snack bars, playgrounds, and recreational fields complete the picture.

Prices for these experiences differ based on pool facilities, time of day, membership requirements and residency. For the most part, trends show an increasing demand for new designs, splash parks, exciting colors and increased accessibility and safety.

The chart below compares population composition of several nearby communities and compares the fee structures associated with their aquatic facilities.

COMMUNITY NAME	POPULATION STATISTICS (% OF TOTAL)				POOL(S)	MEMBERSHIP RATES	
	Total	Ages 5-18	Ages 18-65	Ages 65+		Daily Admission	Season Pass
Abington Twp.	55,510	>22	60.00	18.00	Peabryn & Crestmont pools	\$2.75-\$4.25	\$105-\$160
Cheltenham Twp.	36,793	15.30	63.30	16.10	Glenside & Charles D. Conklin, Jr.	\$6-\$15	\$50-\$130
Jenkintown Boro.	4,422	17.00	59.20	18.90	n/a		
Rockledge Boro.	2,543	16.88	64.90	13.80	n/a		
Upper Dublin Twp.	25,569	20.30	59.40	15.20	Upper Dublin Community Pool	\$1-\$6	
Upper Merland Twp.	24,015	13.20	62.10	17.00	Berkoff Pool	Guest: \$3-\$8	\$150-\$450
Bryn Athyn Boro.	1,375	17.00	62.60	16.30	Bryn Athyn Swim Club	Guest: \$8-\$12	\$199-\$265
Hatboro Boro.					Hatboro Memorial Swimming	\$10-\$15	\$170-\$220
Hatfield Twp.					Hatfield Aquatic Center	\$5-\$25*	\$77-\$1,238**
County of Bucks					Toketom Valley Park Pool	\$5-\$12	\$50-\$130
Perkasie Boro.					Perkasie/Menlo Aquatics	\$10-\$30	\$82-\$112
Quakertown Boro.						\$1-\$12	\$80-\$110
Towamencin Twp.							\$125+
North Wales Boro./Upper Gwynedd Twp.					Nor-Gwyn Pool		\$130+
Souderton Boro.					Souderton Community Pool	\$10-\$12	
Cheltenham Twp.					Ashbourne Swim Club		\$145-\$200
Pools within the region having new or refreshed pricing							

* Weekday rates: \$5-\$15, Weekend rates: \$5-25. Depends on age and time of day entering.

** Resident rates \$77.00-\$540.00, depending on family size. Non-resident rates: \$113.00-\$1,238.00, depending on family size.

Recommendations

As noted previously, input from Township staff and the Steering Committee was important to the design team as we conducted the detailed site and code evaluations. Additionally, the input gleaned from the public opinion poll was vital in determining user preferences and concerns to be addressed.

After reviewing the input, we have concluded that Abington Township has three options. Each is identified below, and presented in detail in the following pages of this section:

1. **DO NOTHING** to the pools, buildings, and related site facilities. This option will most likely mean increased dissatisfaction, leading to continued decline in pool patronage and revenues, and increased maintenance costs.
2. **RENOVATE** the existing pools, buildings and related site facilities. This option would involve selective demolition of portions of site features (including pool decking, etc.), the pools and buildings and reconstruction to meet current codes and regulations.
3. **REPLACE** all existing facilities. This option involves complete demolition, design, and construction of new pools, buildings, and related site features.

There are many factors to take into account when making the ultimate decision, including:

1. Life expectancy of the current facilities

2. Life expectancy of renovations to existing facilities
3. Relative ease of completing repairs/renovations to existing facilities
4. Costs of repairs and upgrades vs. replacement
5. Life expectancy of proposed improvements
6. Community needs/desires
7. Current and projected use of the facilities
8. Cost of compliance with local codes
9. Cost of compliance with Commonwealth and federal codes for ADA compliance, stormwater controls, energy efficiency, etc.
10. Immediate and long term costs for operation and maintenance of the facilities
11. Potential for increased revenues to offset cost of improvements
12. Return on investment factors
13. Availability of funding to complete the desired work

DETAILED RECOMMENDATIONS FOLLOW:

I. **Option 1: Do Nothing**

For reasons stated in the analysis section of this report, we do not see this as a viable option.

II. Option 2: Renovate the Pools and Buildings:

By renovating the pools, the Township would have facilities that meet today's codes and would be more user friendly than the existing ones. Renovation of the pools, buildings, and related site facilities would involve the following:

A. Tot Pools: Modify the pool shells to comply with ADA. Work would include installation of sloped entry areas to the pools. This would require either cutting the pool shells or building up the bottom of the pool along the edges to provide appropriately sloped ramps. The existing concrete "whale" elements lack interest and flexibility of use. We recommend that they be replaced with modern elements that generate interest and excitement.

We do not recommend renovating the tot pools.

B. Leisure Pools: Renovations to the leisure pools will require new filtration equipment and modifications to other systems to meet current codes and regulations along with corresponding expansion of the filter buildings to provide room for the new equipment. Renovations to the leisure pools will, however, allow more program options, including water aerobics, swimming lessons, senior programs, and child-friendly activities. Necessary improvements will include:

1. Adding a sloped entry ramp to comply with ADA
2. Installing updated filtration systems, including water quality control equipment and ultra violet disin-

fection systems

3. Separating the leisure and lap pool filtration systems to meet current codes
4. Installing new plumbing systems, LED underwater lighting, and plaster finishes
5. Replacing drains with new code-compliant drains

Other recommended improvements include:

1. Removing the existing gutters and replacing them with stainless-steel gutters to ease maintenance and reduce chemical use
2. Adding water play features, benches, and small to medium flume slides in the deeper end of the pool to increase interest and use options

While less expensive initially, renovation of the leisure pools has some drawbacks. Significant portions of the pool shells sides and bottoms will still be fifty years old - with patches. There is difficulty in mating new and old construction and leaks can occur at newly mated seams.

At the end of the day, the Township will be left with the original 50-year-old pool shells which may become the weak point in the overall lifespan of the renovated facilities.

We do not recommend renovating the leisure pools.

C. Lap Pools: Like the leisure pools, renovations to the lap pools will require modifications to other systems to meet current codes and regulations, including the expansion of the existing filter buildings to provide room for new filtration equipment. Necessary improvements

include:

1. Replacing drains with new code-compliant drains
2. Separating the leisure and lap pool filtration systems to meet current codes
3. Installing updated filtration systems, including water quality control equipment and ultra violet disinfection systems
4. Installing new plumbing systems, LED underwater lighting, and plaster finishes

Other recommended improvements include:

1. Removing the existing gutter systems and replacing them with stainless-steel gutter systems to ease maintenance and reduce chemical use
2. Adding a large double or triple 360° flume slide.

Like the leisure pools, renovations to the lap pools are likely to cost less initially. These pool shells will also still be fifty years old and subject to the same weaknesses.

We do not recommend renovating the lap pools.

D. Bathhouse Buildings: As noted in our analysis, the bathhouse buildings need significant renovations to meet current accessibility, health and electrical codes, and user needs/desires. Additionally, if the pools are renovated, additional space will be needed to provide access and protection for new filtration equipment. If the bathhouses were to be upgraded, the following would need to be completed:

1. Selective demolition to permit widening of en-

trances and exits to buildings, changing areas, and toilet areas

2. Upgrades to showers and changing areas for disabled patrons
3. Expansion of changing rooms to meet current needs and expressed desires of users

Other recommended improvements include:

1. Upgrades to the electrical system for improved lighting, ventilation, etc.
2. Additional space for storage
3. Additional space needed for staff meetings, break and changing areas, etc.

Extensive renovations like the above may well cost more than demolition and new construction due to the effort needed to protect existing building walls and utility systems that are to remain and to mate with existing construction.

At the end of the day, the Township will be left with 50-year-old buildings that may not be an improvement.

We do not recommend renovating the bathhouse buildings.

E. Pool Decking and Site Amenities: As noted previously, much of the pool area at both sites is concrete. While Crestmont appears to be generally ADA compliant, the Penbryn site is not. If the sites and site amenities were to be upgraded, the following would need to be completed:

1. All pool decking will need to be removed and re-

placed. Porous pavement should be considered

2. Grading, especially at Penbryn, will be needed to reduce slopes to meet ADA requirements. Retaining walls are also likely to be needed
3. Significant alterations must be made to the stormwater management system in order to meet current codes and standards. Stormwater BMPs and porous pavements should be used
4. Pools and buildings should be relocated/redesigned for better site use, solar access, and ADA compliance
5. Site amenities including benches, picnic areas, shade structures, lighting, etc. need to be updated and/or added to meet community desires and current standards

We do not recommend renovating decks and site amenities

III. Replace Pools, Buildings, & Site Amenities:

Based on public, staff, and steering committee input, pertinent data review, and professional judgment, the design team recommends that the Penbryn and Crestmont Pool facilities be replaced with new, well designed, code compliant, environmentally sustainable, user-friendly facilities.

It is our opinion that the current facilities do not adequately serve the community's needs and desires. Further, we believe that the Township is losing user base and revenue to facilities in neighboring communities, and that the cost to operate and maintain the current facilities is approaching the point of diminishing returns.

We believe that the following proposed actions would give the Township state of the art aquatic facilities that will create excitement, draw more users, increase revenues, reduce maintenance and operating costs, and be better received than the current facilities.

A. Replace Tot Pools: The tot pools, as noted in the analysis, are not ADA compliant, and do not have water play features of interest to current users.

We recommend removing the Tot Pools and replacing them with new tot pools and splash pads.

We recommend the following actions if replacing pools:

1. Replace with new tot pools and splash pads that have colorful above-ground and deck level water play elements.
2. Provide splash pads with play elements designed to

appeal to age groups from toddlers to teenagers. These would also provide a safe, comfortable environment for someone with life challenges and/or senior citizens.

3. Separate splash pads from the main pool area to allow for the possibility of party rentals and other dedicated events.
4. Provide wheel chairs that are suitable for use in tot pools and splash pads.

B. Construct Large Multi-use Pools: As noted, each of the existing pools has issues with leaks, nonstandard gutter systems, and non-compliance with various codes and regulations. User and Township needs/desires are not currently being met, and maintenance is more difficult and costly than necessary.

We recommend demolishing the Leisure and Lap Pools and constructing one combined pool offering multiple activities, while meeting user needs and township program and goals.

The following actions should be considered when constructing replacement pools at both Crestmont and Penbryn.

1. Combine leisure and lap pools to form one large body of water divided by movable bulkheads to provide flexibility in use and programming.
2. At both complexes allowance must be made for activities including zero-entry swim areas, interesting

water play features, and areas for swim lessons, water aerobics, and senior citizen activities.

3. Include lap swim lanes, diving areas, and large flume slides to provide additional fun activities.
4. Install one large filtration system with the latest water quality control equipment and ultra violet disinfection systems to meet current health codes and keep the water sparkling clean for each pool.

C. Provide Site Amenities: Availability of site furniture (benches, etc.) at both pool complexes is limited. Available site furniture does not meet ADA guidelines. Site lighting is limited and inadequate for evening use. Landscape plantings often drop leaves, flowers, seeds and other debris into the pools. Security at the complexes is primarily performed by visual observation.

We recommend providing new, ADA compliant site furnishings, appropriate landscaping, site lighting, and state-of-the-art security systems.

The following actions should be considered for implementation at both of Abington's pool facilities:

1. Replace site amenities with new ADA compliant site furniture.
2. Provide site lighting using up-to-date technology and adequate light levels to permit evening use and security during off hours.
3. Replace landscape plantings with plantings appropriate for their location, tolerant of the conditions,

and that require little maintenance.

4. Provide surveillance cameras to improve security during off hours.
5. Consider use of porous pavements as appropriate to reduce stormwater runoff and potential flooding.

D. ***Replace Bathhouse Buildings:*** The buildings are old and do not meet staff or visitor needs, or current codes, including ADA.

We recommend demolishing the Bathhouse Buildings and constructing new ones that meet user and township needs, codes, are energy efficient, and utilize current technology.

The following actions should be considered when constructing replacement buildings.

1. Replace the existing bathhouse buildings with ones that have larger, code compliant restrooms and changing areas, adequate greeting and storage space, staff support facilities, and modern concession stands.
2. Orient the new buildings to take advantage of solar gain and potential solar power for building use and/or pool water heating.
3. Incorporate new technology to improve energy efficiency, safety, security, and reduced maintenance requirements.
4. Provide additional ventilation in locker rooms to reduce humidity and malodorous conditions and

improve air circulation.

E. ***Recommendations specific to Penbryn Pool:***

As noted, much of the pool decking at Penbryn Park does not meet current ADA guidelines. Existing site slopes and vegetation prohibit development of useable paved areas on the north side of the pool. There is no dedicated party area that includes a rental pavilion.

1. Modify site slopes to provide suitable sitting/sunbathing areas with ADA compliant access. Potential treatments include installation of ramps, retaining walls and/or decking.
2. Replace existing decking with new, ADA compliant decking and drainage systems. Consider porous pavements for decks to reduce stormwater runoff.
3. Incorporate a party area and pavilion with a capacity of about 50 people for rental separated by a gated enclosure to allow for privacy. Include a splash pad. Consider locating the party area in the open area behind the Hunter Soccer Club building.

F. ***Recommendations specific to Crestmont Pool with an eye to Accessibility compliance:***

1. Provide a dedicated party area and pavilion with a capacity of about 50 people for rentals.
2. Include a splash pad in the party area.
3. Separate the party area with by gated enclosure to allow for privacy.

-
4. Consider locating the party area near and/or incorporating the existing tot lot at the north end of the pool complex.

- e) Visitor passes
- d) Fees

G. *Additional benefits to replacing the pools include:*

1. State-of-the-art facilities that increase community pride, and are universally accessible,
2. New facilities may serve the community for another fifty years.
3. Facilities will be built to current standards and codes using improved construction techniques and materials.
4. Facilities will cost less to operate and maintain.
5. New, modern facilities will have the potential to attract more users thereby increasing revenues and improving the return on investment.

H. *Other ideas to increase public interest:*

1. Create social media accounts for the pools
 - a) Use construction progress photos to build excitement and market for memberships
 - b) Add staff, swim team, and visitor photos to build interest and visitation
 - c) Encourage users to post photos and comments of their "adventures"
2. Create social media accounts for
 - a) Upcoming events
 - b) Membership applications

IV. Environmental design and construction

Abington Township recognizes its responsibility to help preserve the environment for future generations. The Township's commitment to reducing resource consumption, using sustainable materials, and employing environmentally-sound construction techniques makes a strong statement to Abington's residents as well as those in neighboring communities.

The design team strongly recommends the use of sustainable design principles. Both the Commonwealth of Pennsylvania and PA DCNR (funder of this study and potential funding partner for future work) encourage sustainable design and construction.

A. *Environmental and site options:*

Clear and open site areas surrounding the pools offer opportunities to engage new technology to meet environmental goals. A cost/benefit analysis should consider:



1. **Solar Hot Water:** The use of solar power for domestic hot water to reduce utility costs. Additional benefits could include the poten-

tial for heating pool water to provide a more comfortable swimming experience and possibly extend the swimming season.

2. **Solar Power:**



Provide photovoltaic panels to generate electricity for building use and reduce utility cost. Excess power will be purchased by the utility company.

Water use on the site is a significant expense to the Township. There are options to reduce potable water use and costs to provide potable water to the complex. The following techniques can, additionally, reduce strain on the Township's sanitary sewer plant:

1. **Well Water:** Given the volume of water used,



consideration should be given to drilling and maintaining private water wells to serve the needs of the pools. Additional benefits to the Township include reduced utility and operations costs for domestic water service used to fill pools.



2. **Rain Water Collection:** Using roofs to capture rainwater for use in toilets (grey water), landscape water, and other non-potable uses. Rainwater recycling would be compatible with Abington Township's stormwater runoff reduction goals.

3. **Recycled/grey water collection:** Water captured from showers, drinking fountains, sinks, and dishwashing drains could be treated and used to flush toilets, power wash pavements, and water lawns. This practice would lessen the load on the Township's sanitary treatment plant and help meet the Township's goals for stormwater impact reduction by providing ground water re-

charge. Supplying drinking water to systems that do not need drinking water is an expense which should be reduced.

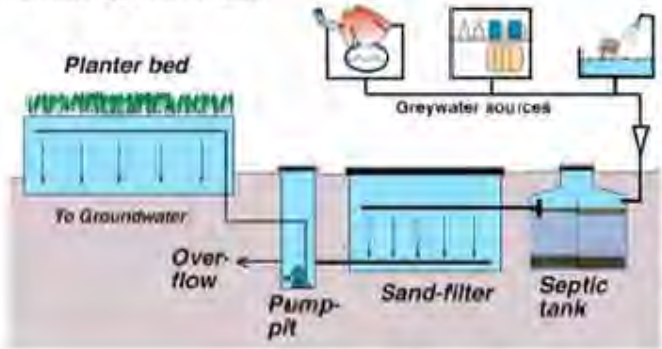


C. About 98% of the Township's land is developed. Stormwater management techniques have been updated and the Township has adopted new stormwater management regulations, but significant portions of the Township are still served by outdated stormwater management systems (including the Penbryn and Crestmont sites). Flooding and property damage has occurred. Best Management Practices (BMPs) for

stormwater should include the following:

1. **Grey water use:** In addition to the potential savings from recycling grey water, its use on plantings will enhance the landscape while enabling captured water to infiltrate the soil.

Advanced greywater treatment



2. **Pervious pavements:** The appropriate use of



pervious pavements can dramatically reduce the amount of storm water entering the Township's storm drainage system. These pavement treatments can reduce potential flooding due to surface water runoff. The use of pervious pavements complies with Abington Township's stormwater runoff reduction goals.

3. **Rain Gardens:** Stormwater capture in rain gar-



dens reduces strain on the Township's storm drainage system and is compatible with Abington Township's storm water runoff reduction goals. Additional benefits include the use of these elements as education and demonstration tools for Township residents.

4. **Site furnishings:**

In recent years, improvements in the strength and quality of recycled plastic site furniture and similar products has made them very popular and serviceable. Recycled plastic furniture does not require the maintenance that wood products do, and is long-lived and strong. Additionally, they are available in a wide range of colors and styles.



5. Retaining Wall Systems: Newer retaining wall systems, including Segmented Concrete Block systems



tems have come into common usage. These systems are flexible and easy to install and maintain. Additionally, they are less expensive to install than concrete systems and are available in many styles and color blends. Use of retaining walls can increase useable areas for sitting, and expanded pool deck areas at Penbryn Park.



opinion poll indicated a strong desire for additional areas for shade and parties. Picnic pavilions/shelters can be valuable in assisting the Town-

ship in increasing usage of the pools and rental income, improving return on investment. Permanent shelters are available in a large range of sizes and styles from a variety of sources, and are easy to maintain.

7. Shade structures: Canvas shade structures provide flexible shade for small areas. Shade cloths can be easily removed and stored during inclement



weather, or winter months to increase fabric life. Fabrics are available in many shapes, colors, and patterns, and provide bright spots of color to enliven the landscape inexpensively. In addition to the large shade structures shown above,



6. Picnic Shelters/Pavilions: Input from the Steering Committee and public



umbrellas that cover individual tables or benches



allow for more personal or small group socializing and have the flexibility of



being easily collapsed during inclement weather and stored indoors during the winter.

8. **Lighting:** Recent improvements in lighting technology has provided designers with light fixtures that have dramatically increased life spans and reliability. Combined with solar power, LED lighting allows the Township to consider extending swimming times later in the eve-



ning to permit additional programs and/or swim meets economically. They will also allow the Township to consider extending the season earlier or later, depending on weather conditions and staffing.



Opinion of Cost

As noted in other sections of this report, the design team sought input from Township staff and the Steering Committee; conducted detailed reviews and analyses of the Crestmont and Penbryn sites; compared the pools' condition, facilities and maintenance procedures with pools in neighboring communities; evaluated appropriate local and national codes; digested and applied the public's opinions; and, completed a detailed review of census data and community composition. The insights garnered have allowed the design team to develop an appreciation and understanding of the community's needs and desires. This understanding has led us to believe that Abington Township has three basic options. Each option is identified below, and presented in detail in the following pages:

- **DO NOTHING** to the pools, buildings, and related site facilities. This option will likely mean increased dissatisfaction with the facilities, leading to a decline in pool patronage and an increase in maintenance costs.
- **RENOVATE** the existing pools, buildings and related site facilities. This option would involve selective demolition of portions of site features (including pool decking, etc.), the pools and buildings and reconstruction to meet current codes and regulations.
- **REPLACE** all existing facilities. This option involves the complete demolition, design, and construction of new pools, buildings, and related site features. Total replacement will allow the Township to consider multi-

ple options including different site-specific activities at each site, tailored to the needs of the community, and the capacity of the site. This will allow the Township to consider expanded facilities that provide a variety of swim and water play activities and better integration of water based activities with non-water based activities, such as picnicking, party hosting, play areas for siblings who do not participate in water play, and related recreational activities.

There are many factors to consider when making the ultimate decision, including:

- Life expectancy of the current facilities
- Life expectancy of proposed improvements
- Community needs/desires
- Current and projected use of the facilities
- Cost of compliance with local codes
- Cost of compliance with Commonwealth and federal codes for ADA compliance, stormwater controls, energy efficiency, etc.
- Immediate and long term costs for operation and maintenance of the facilities
- Potential for increased revenues to offset cost of improvements
- Availability of funding to complete the desired work

With respect to LEAVING THE POOLS AS THEY ARE, the consensus of the Township staff, Steering Committee, and design team, is that this option is unacceptable for multiple reasons, including:

- Dissatisfaction with current facilities as expressed in user preference surveys
- declining usage
- Lack of access for disabled persons or persons with limited mobility
- Increasing maintenance and operating costs
- Continued leakage from pools and their plumbing systems
- Lack of adequate changing facilities

Since its height in 1996, pool attendance has continued to decline, requiring the Township to use more of its funding to subsidize the expense of operating and maintaining the pools. The maintenance staff has had to perform frequent repairs, and the Township has incurred significant expense replacing water that leaks from the pools (reportedly about 10,000 gallons per day) and corresponding supplemental chemicals to keep the water balanced at satisfactory levels. Finally, respondents to the public opinion survey have criticized the condition of the pools and bathhouse facilities.

With respect to RENOVATING the existing facilities, it must be noted that many of the renovations are required to meet codes that have changed since the facilities were constructed and most recent upgrades were completed.

Some of the codes to be addressed include access to facilities defined by the Americans with Disabilities Act (ADA), improved filtration systems to comply with health codes, and updated safety codes, including the Virginia Graeme Baker Act, addressing pool drain suction issues.

The existing buildings are not accessible to persons with disabilities. To provide the required access:

- The majority of the interior walls will need to be relocated to provide necessary accessible approach clearances at all openings
- The majority of the existing doors will need to be removed and replaced with larger doors providing the necessary clearances
- Doors meeting size requirements need to be modified to accept accessible door hardware
- Exterior building approaches need to be modified to provide necessary clearances
- The check-in area needs to be enlarged and counter heights need to be modified to meet current codes
- Existing toilet, shower, and locker room facilities are not accessible and will require extensive modification to existing walls and removal of existing concrete floor slabs to relocate under slab piping

- Existing water supply and waste lines currently constructed within existing walls will need to be relocated.

Selective demolition, protection of existing construction to remain, patching and replacing of concrete slabs, walls, and rehabilitation of existing construction will be costlier than demolition of the existing building. Given that the existing buildings are dated, in need of repair and will require extensive modification to provide support for the Abington Pools we do not recommend that they be renovated and should be demolished.

Additionally, there are issues which need to be addressed to reduce maintenance and operating costs, or safety. These include:

- Repairs to leaks in the pool shells and plumbing systems, which cause problems for filtration systems due to constant adjustments required to maintain pool water chemical balance.
- Replacement of the gutter systems to allow proper cleaning and removal of debris and organic material which require constant adjustments required to maintain pool water chemical balance
- Aging plumbing and electrical systems in the buildings that require frequent repairs
- Costs to constantly replenish water in the pools
- Cracks and uneven sections of deck and sidewalk pavements which may cause trips or falls and puddling on the pavement
- Inadequate space for staff, equipment and materials storage.

-
- The need to expand indoor spaces for filtration and related equipment.

The RENOVATION option, while possible, was not considered viable by the Township staff, Steering Committee, or design team, for multiple reasons, including:

- Lack of modern facilities meeting the expectations of younger users
- The increased costs for protection of portions of buildings and sites to remain, and extensive renovations as cited above
- Difficulty in mating old and new construction
- Likelihood of reduced system longevity due to mating of old and new construction
- Significant portions of the facilities would still be near the ends of their useful lives
- Reduced return on investment due to the cost of renovations

Based on research and analysis, along with input from Township staff, the Pool Steering Committee, and public opinion survey, it is the design team's professional opinion that renovating the existing pool buildings is not a cost-efficient means to fulfill the goal of maintaining viable community pools in the Township. This opinion is based on the number of issues which effect the cost of design, selective demolition, protection of portions of the buildings to remain, and construction.

The spreadsheet on the next page reflects the design team's opinion of probable costs to complete renovations for the two complexes. Note that the opinion of costs does not separate the costs for Penbryn and Crestmont.

TASK	COST RANGE	
	LOW	HIGH
POOLS:		
Demolition & Excavation of pools	\$ 100,000	\$ 150,000
Pipe, Fittings, Valves and Drain Boxes	\$ 150,000	\$ 200,000
Stainless Steel Gutter Systems	\$ 900,000	\$ 950,000
Filtration Systems	\$ 300,000	\$ 350,000
Ultra Violet Disinfection Systems	\$ 150,000	\$ 200,000
Water Quality Systems	\$ 100,000	\$ 150,000
Miscellaneous Materials	\$ 100,000	\$ 150,000
Water Slides and Water Features	\$ 200,000	\$ 400,000
Splash Pad	\$ 500,000	\$ 600,000
Sub Total Swimming Pool renovations	\$ 2,500,000	\$ 3,150,000
BUILDINGS (Refer to the accompanying text. Penbryn has a separate Filtration equipment building which may be enlarged to accommodate new equipment. Crestmont's filtration equipment is part of the Bathhouse building. Costs for construction may vary greatly as a result.)		
Selective Demolition	\$ 125,000	\$ 200,000
Construction	\$ 350,000	\$ 450,000
Sub Total Building Renovations	\$ 475,000	\$ 650,000
SITE IMPROVEMENTS:		
Remove and replace swimming pool decks	\$ 250,000	\$ 350,000
Site grading	\$ 200,000	\$ 300,000
Stormwater management	\$ 100,000	\$ 150,000
Retaining walls	\$ 55,000	\$ 80,000
Remove and replace site furnishings	\$ 80,000	\$ 120,000
Landscaping	\$ 100,000	\$ 150,000
Subtotal probable costs for Site Improvements	\$ 785,000	\$ 1,150,000
Total probable costs for renovations:	\$ 3,760,000	\$ 4,950,000
OTHER COSTS:		
Professional Services (Design and Construction Contract Administration)	\$ 451,200	\$ 594,000
Contingency (10%)	\$ 376,000	\$ 495,000
Inflation (2% per year - 5 years anticipated)	\$ 376,000	\$ 495,000
Subtotal other fees	\$ 1,203,200	\$ 1,584,000
Total Project cost	\$ 4,963,200	\$ 6,534,000
NOTE: COSTS INDICATED ABOVE ARE COMBINATIONS OF BEST PRACTICES		

Based upon input from the Township staff, the Abington Pools Steering Committee, residents via public opinion survey, and the design team's analysis of the existing Township and neighboring facilities, it is believed that the most prudent course of action is to completely remove the existing facilities and replace them with new, code compliant facilities that will serve the needs of the community for the foreseeable future.

Common features visitors enjoy include: heated pools; areas for competition, diving and young children; whirlpools and lazy rivers; slides, climbing walls and play features for children; picnic and leisure areas; snack bars, playgrounds, and recreational fields. Prices for these experiences differ based on location, pool facilities, time of day, membership requirements, and residency.

Trends show an increasing demand for new designs, splash parks, exciting colors and increased accessibility and safety.

Anticipated work would include demolition of existing structures, pools, decking, etc. and complete redesign and reworking of site features to meet current codes and accommodate new facilities and programs.

NEW BUILDING CONSTRUCTION to support the anticipated program goals for would include:

- New accessible entry area
- Accessible reception desk and check in, pool administrator office

- New accessible toilet, shower, and locker room facilities for men and women with individual lockers, changing rooms, family changing areas
- Individual family toilet, shower and changing room(s) (1) each at Crestmont and Penbryn
- First Aid room
- Storage areas for pool equipment, and supplies
- Mechanical room(s) areas for pool pumps and equipment (pump rooms maybe a separate structure at Penbryn)
- Building fire/security alarm systems
- Building sprinkler room and sprinklers (as required by Abington Township)
- Data/Communications Closet
- Staff toilet, staff lunch room, and staff meeting area
- Elevated staff pool observation area
- Snack Bar with food preparation, storage, and refrigeration areas
- Trophy area display case
- Buildings would be constructed of masonry exterior and interior walls (concrete masonry units [CMU] and/or brick) with concrete slabs on grade.
 - o Interior finishes would be painted CMU, ceramic tile, painted gypsum wall board (GWB) partitions with PVC wall protection in locations as required
 - o Ceilings would be suspended acoustical tile in aluminum grid, exposed wood roof trusses (painted), or GWB secured to roof truss(s) as required.

- o Roofs construction would be prefabricated wood trusses and/or dimensional lumber framing with plywood roof decking, architectural grade synthetic and/or fiberglass roof shingles (30 year)
- o Lighting for interior and exterior would be LED as appropriated for application

Environmental construction as established to be cost efficient with acceptable payback period or as funded by grants (See Environmental Section of this Report for strategy and systems which are suggested to be included in the construction of new buildings at the Abington Pools.

Related SITE AMENITIES would include:

- Roomy deck areas for circulation, placement of lounge chairs, etc.
- Seating/eating areas near the snack bar
- Picnic/Party areas separated from the main pool area that can be reserved for private functions
- Shade structures
- Lawn areas for sunbathing
- Colorful, low maintenance landscaping
- Lighting for evening use
- Temporary seating for swim meet spectators

With respect to REPLACING the pools, we recommend the following:

- REPLACE the TOT POOLS with SPLASH PADS that have a variety of playful and colorful above ground and deck level water features. The splash pads should be separate from the combined leisure/lap pool and have different play areas appropriately designed for various age groups ranging from toddlers to teens. They should also provide a safe, comfortable, and enjoyable environment for caregivers, individuals with life challenges, and senior citizens. The splash pads should be separated from the main pool area to allow for the possibility of party rentals and other dedicated events.
- REPLACE the LEISURE AND LAP POOLS with a larger, COMBINED MULTI-USE POOL that can be divided to accommodate several different activities. Such a pool would include a zero-entry area with water features, benches, and small to medium flume slides. Additionally, it would include designated areas for swimming lessons, water aerobics, senior programs, lap swim areas, diving areas, and large flume slides in the varying depths of water. The new, COMBINED MULTI-USE POOL would have the additional benefit of using a single, state-of-the-art filtration and circulation systems to maintain crystal clear water.

One of the largest benefits to constructing new aquatic recreational facilities is the opportunity to design them without having to work within the footprint of the old pool layouts. These new Aquatic Recreational Facilities can be designed to be more modern and appealing to the community.

Additionally, the design team believes that new facilities would increase revenues to the Township in the form additional use and increased user fees that are more competitive with neighboring communities, thus reducing the overall cost to the Township for maintenance and operations, and improving the return on investment.

CONSTRUCTION COST:

Without specific site information, final programming, building location, final site design, and construction period, pricing can only be generalized based on similar pool facilities. It is assumed that the project(s) would utilize prevailing wage rates for labor with the work rules as required for municipal project(s) in the State of Pennsylvania. Pricing does not assume federal grants would be obtained to fund the construction which could reduce the overall cost for the project(s), but may increase administrative costs for the project(s).

The spreadsheet on the next page reflects the design team's opinion of probable costs to demolish and construct new, modern facilities for the two complexes. Note that the opinion of costs does not separate the costs for Penbryn and Crestmont.

TASK	COST RANGE	
	LOW	HIGH
Demolition & Excavation of pools	\$ 300,000	\$ 350,000
New Pool Shells	\$ 550,000	\$ 600,000
Pipe, Fittings, Valving and Drain Boxes	\$ 200,000	\$ 300,000
Stainless Steel Gutter Systems	\$ 1,000,000	\$ 1,050,000
Filtration Systems	\$ 350,000	\$ 400,000
Ultra Violet Disinfection Systems	\$ 150,000	\$ 200,000
Water Quality Systems	\$ 100,000	\$ 150,000
Miscellaneous Materials	\$ 350,000	\$ 400,000
Water Slides and Water Features	\$ 450,000	\$ 600,000
Splash Pad	\$ 500,000	\$ 600,000
Sub Total Pool improvements	\$ 3,950,000	\$ 4,650,000
BUILDINGS (Refer to the accompanying text. Penbryn has a separate Filtration equipment building which may be enlarged to accommodate new equipment. Crestmont's filtration equipment is part of the Bathhouse building. Costs for construction may vary greatly as a result.)		
Demolition	\$ 75,000	\$ 125,000
New Construction	\$ 475,000	\$ 575,000
Sub Total Demo and Construction of Buildings	\$ 550,000	\$ 700,000
SITE IMPROVEMENTS:		
Remove and replace swimming pool decks	\$ 250,000	\$ 350,000
Site grading	\$ 350,000	\$ 450,000
Stormwater Management	\$ 150,000	\$ 200,000
Retaining walls	\$ 75,000	\$ 100,000
Remove and replace site furnishings	\$ 80,000	\$ 120,000
Landscaping	\$ 180,000	\$ 225,000
Subtotal probable costs for Site improvements	\$ 1,085,000	\$ 1,445,000
Total probable costs for demolition and new construction	\$ 5,585,000	\$ 6,795,000
OTHER FEES:		
Professional Services (Design and Construction Contract Administration)	\$ 670,200	\$ 815,400
Contingency (10%)	\$ 558,500	\$ 679,500
Inflation (2% per year - 5 years anticipated)	\$ 558,500	\$ 679,500
Subtotal other fees	\$ 1,787,200	\$ 2,174,400
Total Project cost	\$ 7,372,200	\$ 8,969,400
NOTE: COSTS INDICATED ABOVE ARE COMBINED FOR BOTH POOLS		

Phasing and Funding Options

OPTIONS

The analysis conducted by the design team, and presented earlier in this report, showed that the pools are approaching the end of their lives. Both pool complexes have water leaks, are non-compliant with ADA regulations, several current health, and other codes. As long as the pools are left in their current condition, no action to meet current codes is needed, however, both pool complexes are nearing the point of becoming more costly to operate and maintain than the Township can afford, and, thus action is needed.

Public input provided additional information related to relative dissatisfaction with the current condition and availability of facilities. Complaints included inadequate changing areas, lack of privacy, and “smelly conditions,” among others.

So...how does the Township decide how to proceed?...How to prioritize the project, cut the pie, so to speak, into manageable pieces? There are several options or approaches, which will be discussed.

Option 1: Close and abandon both pools. While this approach would allow the Township to save significant money, based on community input, it would be very unpopular with Township residents.

We do not recommend this option.

Option 2: Demolish and abandon one of the pool complexes. Replace the other complex with a larger facility that has more activities and amenities. If the Township were to close one of the pool complexes, which one would it be?

As noted in the analysis section of this report, the land area occupied by the pool complex at Penbryn is small and has challenges due to topography. The balance of the site is narrow, has significant areas of heavy woods, and presents very difficult challenges in accommodating expanded pool facilities.

The Crestmont site is larger, less well developed, and has facilities that are not as heavily used. This site has fewer problems related to slopes as well, making ADA compliance easier. Other benefits of this site include ready access to public transportation for those who do not have personal transportation.

Finally, what does the public say? Based on the public opinion polls, there is a strong desire for expanded facilities and programs. In discussions with the Steering Committee, and Township staff, there is little appetite for eliminating one of the pools in favor of the other. It seems that this approach would be very unpopular with neighbors.

We do not recommend this option.

Option 3: Demolish both of the pool complexes and rebuild them simultaneously. As previously discussed, this is both very difficult to fund, and highly likely to cause very serious community backlash by removing both pools from service at the same time. The design team expects that the process of demolishing and rebuilding both complexes simultaneously would require two contractors to complete the project efficiently. While this approach is possible, it creates a level of complexity that invites problems, for both project management, and funding.

We do not recommend this option.

Option 4: Demolish both pool complexes and replace with different facilities. As already noted the Penbryn site is smaller and has difficult challenges to overcome if the facilities are to be expanded to meet demands. As such, one thought for the improvements included the idea of removing the pools and replacing them with an interactive spray park. Penbryn could be ideally suited for party rentals and spray park activities. Additionally, a spray park/party rental facility could generate significant funding for operations and maintenance. The limited space available at Penbryn could easily be developed to accommodate such a facility, and staffing requirements would be minimal.

The Crestmont site, due to its larger size and ability to expand would permit more intense development of facili-

ties and amenities. The design team believes that a complex similar to the one described for the Hatfield Aquatic Center earlier in this report might be extremely popular and dramatically increase membership and use, and, correspondingly, revenues. This approach, however, would require a significant financial investment, probably over \$10,000,000+.

We like this option, but fear its cost would be a deal killer.

Option 5: Demolish and immediately rebuild one pool complex at a time. But which complex first? The design team believes that the Penbryn site would be the logical first step. It has the lower use rates, and higher expenses due to larger water loss and chemical treatment needs. In addition, the Crestmont site has the ability to absorb increased use by expanding hours of operation. The lack of staff needed at Penbryn would permit the Township to save personnel expenses and allow the addition staff at Crestmont to cover the expanded hours of operation. The additional staffing costs for the Crestmont pool would be compensated for by a combination of reduced overall staff expenses (due to the reduction of staff by closing Penbryn) and increased use due to expanded hours of operation. We believe that additional costs for facilities operations and maintenance would be minimal.

We recommend this option.

PHASING

Clearly, a project this ambitious is very difficult to complete in a single effort. Funding on the order of \$10,000,000 is just not readily available to most communities of this size. Therefore, the Township needs to look at other options to complete the effort as a series of smaller projects, or phases. It will also be necessary to review various options to fund the project. Some of these will be discussed later in this section.

Based on the design team's understanding of Township preferences, the facilities will be essentially the same; that is similar buildings and ancillary facilities, a similar number of pools, and similar amenities for the pools as well as the sites. There will, of course be some differences based on specific site conditions. For instance, the Penbryn site will require additional grading and possible retaining walls due to the slopes and limited site area. These same factors, will also restrict the physical size of new pools and ancillary facilities at Penbryn, offsetting the additional cost of site work. Thus, we anticipate that the total costs for each of the two sites will be very close to the same.

Phase 1a: The first part of Phase 1 work, necessarily then, would be preparation of documentation for the demolition work for the Penbryn site, followed by bidding and demolition work. Planning and funding acquisition would take approximately 18 months, based on typical proposal award, design document preparation, and grant funding application periods. Demolition could

be completed during the off-season, minimizing loss of use to Township residents. Follow up construction would add another 18 months to the process.

A proposed schedule might be:

- Request proposals for demolition document preparation during the spring of 2019

- Award demolition document preparation contracts late spring/early summer 2019

- Operate pools during the 2019 swim season.

- Apply for demolition grant funding during the 2020 grant season (typically January to April each year)

- Request pool demolition bids during the late spring/early summer 2020

- Operate pools during the 2020 swim season.

- Award demolition contract mid-summer of 2020

Phase 1b: The second part of Phase 1 work, would include demolition of the existing Penbryn pools, buildings, and site amenities. Demolition should begin as soon as the swim season closes to minimize swimming pool down time. Design of the new pool complex should begin as soon as the demolition plans are ready for bidding. This overlap would allow the design team to complete drawings and specifications in time for the Township to apply for a construction grant during the next grant cycle. The design work could be completed and

grant application prepared for the 2021 grant period. Prepare bid documents and submit the project for bids during late spring 2021. Award contract for construction late summer of 2021. Begin construction as soon as funding is available.

A proposed schedule might be:

- Begin demolition of the Penbryn complex immediately upon closure of the 2020 swim season
- Begin design of new facilities during the early spring of 2020
- Apply for construction grant funding during the 2021 grant cycle
- Award construction contract mid-summer of 2021
- Begin new facility construction immediately upon availability of funding
- Open the new Penbryn pool complex by mid-summer 2022.

Phase 2a: Following a similar process and time line, the first task of Phase 2 work for the Crestmont site, would be to prepare demolition work documents, followed by bidding and demolition work. Similar to Penbryn, we anticipate that planning and funding acquisition would take approximately 18 months, based on typical proposal award, design document preparation, and grant funding application periods. Demolition could be completed during the off-season, to minimize loss of use to Township

residents.

A proposed schedule might be:

- Request proposals for demolition document preparation during the winter of 2021-22
- Award demolition document preparation contract early spring 2022
- Apply for demolition grant funding during the 2022 grant cycle
- Request pool demolition bids during the late summer 2022
- Begin design of new facilities after demolition document preparation work is complete, mid-summer 2022
- Award demolition contract late summer 2022
- Operate pools during the 2022 swim season.

Phase 2b: The second part of Phase 2 work, would be demolition of the existing Crestmont pools, buildings, and site amenities. Demolition should begin as soon as the swim season closes to minimize swimming pool down time. Design of the new pool complex should begin as soon as the demolition plans are ready for bidding. The design work could be completed and grant application prepared for the 2023 grant period. Prepare bid documents and submit the project for bids during late spring 2023. Award contract for construction late summer of 2023. Begin construction as soon as funding is available.

A proposed schedule might be:

- Begin demolition of the Crestmont complex immediately upon closure of the 2022 swim season
- Apply for construction grant funding during the 2023 grant season
- Bid new construction work late-spring 2023
- Award construction contract early-summer of 2023
- Begin new facility construction immediately as soon as funding is available
- Open the new Crestmont pool complex mid-summer 2024.

FUNDING OPPORTUNITIES

As previously discussed, the anticipated cost of complete pool demolition and reconstruction is nearly \$10,000,000 for both complexes. (Refer to the opinion of cost section of this report for more detail). The design team recognizes that this size of project will be difficult to accomplish in a typical Township budget, however, there are many funding sources available, including the oft-used Pennsylvania DCNR and some federal grant programs.

An overview of major state and federal grant programs for which the Township is eligible is below.

1. **Land and Water Conservation Fund (LWCF):** This grant program is administered by the US Department of the Interior; National Park Service. The LWCF provides grants to State and local governments for acquisition and development of public outdoor recreation areas and facilities. Since 1965, LWCF has provided over \$16.7 billion through more than 40,400 grants to assist State and local governments acquire, or improve recreation lands. These grants are generally used for large projects. Grants of over \$300,000 are not uncommon. These grants do have, however, a 50% match requirement.

2. **PA Dept. of Community and Economic Development; Commonwealth Financing Agency:** Provides funding for several programs. Act 13 of 2012 established the Marcellus Legacy Fund. Income from the impact fees are allocated to the Commonwealth Financing Authority (the "Authority") for abandoned

mine drainage, abatement, and treatment. Additional funding from the Act is used for recreation and open space preservation and improvements. The funds are distributed to counties, municipalities and commonwealth agencies for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects using the Greenways, Trails and Recreation Program (GTRP).

Greenways, Trails and Recreation Program: Projects that involve development, rehabilitation, and improvements to public parks, recreation areas, greenways, trails, and river conservation.

Grants may not exceed \$250,000 for any project. Projects require a 15 percent local cash match. Other state agency funds may be used as the cash match. This includes funds received from the DCNR C2P2 program. To be eligible for reimbursement, project costs must be incurred within the period established by the grant agreement.

Website: <http://www.newpa.com/GTRP>

Flood Mitigation Program: Projects authorized by a flood protection authority, the Department of Environmental Protection (DEP), the U.S. Army Corps of Engineers (Corps) or the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) or a local government needing flood mitigation are eligible for the program.

Grants may not exceed \$500,000. A 15 percent cash match is required or cash equivalents for the appraised

value of real estate. Eligible match contributions will be permitted for up to one year prior to the grant submittal deadline date through the life of the grant agreement as long as the eligible match expenditures are directly related to the project.

Website: <http://www.newpa.com/FMP>

County Conservation and Recreation Projects: Every county in the Commonwealth receives a portion of the Marcellus Shale Legacy Fund for the planning, acquisition, development, rehabilitation, and repair of greenways, recreational trails, open space, natural areas, community conservation and beautification projects, community and heritage parks, and water resource management. The portion received is based on the population of the county.

County Commissioners allocate the funds. Interested parties should contact their county commissioners directly.

DCNR Community Conservation Partnerships Program (C2P2): The Department of Conservation and Natural Resources' (DCNR) Bureau of Recreation and Conservation (BRC) provides a single point of contact for communities and nonprofit conservation agencies seeking state assistance through its Community Conservation Partnerships Program (C2P2) in support of local recreation and conservation initiatives. This assistance can take the form of grants, technical assistance, information exchange, and training.

The demand for DCNR's C2P2 funds has been steadily

increasing as communities and conservancies seek to meet recreation and conservation needs of residents, increase their access to outdoor recreation and natural areas, enhance quality of life, and preserve critical landscapes.

All of DCNR's funding sources are combined into one annual application cycle, and there is a single application format and process with one set of requirements and guidelines. Some C2P2 applications are selected for funding through the federal Land and Water Conservation Fund or the Pennsylvania Recreational Trails Program, which require some supplemental information to address federal requirements.

Funds received from the CFA Greenways, Trails and Recreation Program may be used as matching funds for C2P2 grants.

Website: <https://www.grants.dcnr.state.pa.us/GrantPrograms>

PennDOT Transportation Alternatives Program: Moving Ahead for Progress in the 21st Century (MAP-21) introduced fundamental changes to the administration of local programs, including those that previously existed as separate programs in the Safe, Accountable, Flexible, Efficient Transportation Equity Act—A Legacy for Users (SAFETEA-LU) legislation.

Transportation Enhancements (TE), Safe Routes to School (SRTS), Scenic Byways (Byways), and the Recreational Trails Program (RTP) are now consolidated into the Transportation Alternatives Program (TAP). With

the exception of the RTP, which takes funding “off the top,” the current eligible activities from the SAFETEA-LU programs compete against each other for funding.

Transportation alternatives projects build pedestrian and bicycle facilities, improve access to public transportation, create safe routes to school, preserve historic transportation structures, provide environmental mitigation, and create trails projects that serve a transportation purpose, while promoting safety and mobility.

PENNVEST Drinking Water, Wastewater, Stormwater and Nonpoint Source Loans & Grants: Low-interest loans and grants to communities for designing, engineering, and constructing drinking water distribution systems, wastewater collection and treatment systems, stormwater management systems, and nonpoint best management practices.

Website: <http://www.pennvest.pa.gov>

Under this initiative, PENNVEST has grant funds available for drinking water, wastewater, stormwater, and nonpoint source projects. These are the same types of projects that PENNVEST has always funded. At this time, PENNVEST will be using these grant funds in its normal funding process.

Any municipality, authority, or private entity that is eligible under a PENNVEST project will be considered for the Growing Greener grant funds automatically.

Website: <http://www.pennvest.pa.gov>

Detailed information on grants and loans available to the Township from state and federal agencies is below.

COMMUNITY CONSERVATION PARTNERSHIP PROGRAM (C2P2). This program is PA DCNR's primary grant program, and provides funding for most of the park and recreation projects in the Commonwealth. Funding limits on C2P2 Grants are not set, but rarely exceed \$250,000. The grant period typically opens in mid-January, and closes in mid-April of each year.

For additional information and grant application forms visit: <https://www.grants.dcnr.state.pa.us/>

"Growing greener bond referendum." the referendum authorized under the Act of April 13, 2005 (p.l.l, no.1), known as the growing greener environmental stewardship and watershed protection enhancement authorization act, and approved by the electorate authorizing the commonwealth to incur indebtedness of up to \$625,000,000 for the maintenance and protection of the environment, open space and farmland preservation, watershed protection, abandoned mine reclamation, acid mine drainage remediation and *other environmental initiatives*.

This program is administered by PA DCNR. With further investigation of this program the Township may qualify for funding of items related to the design and construction work such as Best Management Practices (BMP) stormwater management work, solar energy systems, wells and well water development, electrical energy efficient systems, etc.

KEYSTONE RECREATION, PARK AND CONSERVATION FUND ACT (also known as "Key 93"). As defined in the Act, the following work is eligible for funding under this program: "Recreational areas," Public buildings, structures, facilities, lands and waters for any related public recreation purpose such as, but not limited to, playgrounds, swimming facilities, athletic fields, courts, maintenance buildings, trails, recreational and environmental centers used for such active and passive purposes, including, but not limited to, public parks, fishing, hunting, boating, educational purposes or preservation of scenic sights or areas of historical significance.

This grant program is one of PA DCNR's most popular, and routinely provides funding for major projects throughout the Commonwealth. This fund can be used for most purposes related to the Abington Pools project.

LAND AND WATER CONSERVATION FUND (LWCF). The LWCF program is a federal program funded by royalties derived from leases on federal lands. It is administered through PA DCNR, and while there is more administrative work required with this program, the limits on funding are substantially higher. It is designed for larger projects, and grants of \$500,000 are available.

For additional information and grant application forms visit:

NPS: <http://www.nps.gov/lwcf/index.htm>, or
DCNR: <http://www.dcnr.state.pa.us/brc/index.htm>

Key Contacts for the PA DCNR Grant programs are listed below:

PA Department of Conservation and Natural Resources

Lauren Imgrund Director, Bureau of Recreation & Conservation
400 Market Street, 5th Floor
P.O. Box 8478 Harrisburg, PA 17105
(717) 783-2658
limgrund@pa.gov
www.dcnr.pa.us

**PA Department of Conservation and Natural Resources
SOUTHEAST REGION**

Drew Gilchrist Regional Advisor
801 Market Street, Suite 6020 Philadelphia, PA 19107
(215) 560-1183
dgilchrist@pa.gov

PA Department of Community and Economic Development

Commonwealth Financing Authority
Ryan Emerson Director, CFA Programs Division
Commonwealth Keystone Building
400 North Street, 4th Floor Harrisburg, PA 17120
(717) 787-6245
remerson@pa.gov
www.pewpa.com/CFA

Quick Tips and helpful hints on preparing grant applications:

DCNR Grant programs:

1. For questions or assistance, contact your DCNR regional advisor who can provide technical assistance to ensure your application meets the requirements.
2. Applications should demonstrate that projects have public involvement and public support. In general, the Department will give priority consideration to those proposed land acquisition projects that provide the most public value.
3. Projects should have a strong sustainability component. Incorporation of greening principles and energy-saving technologies are encouraged.

All municipal recreation land acquisition projects must be open to public uses consistent with purposes for which the land was acquired. Public access is NOT required for Land Trust (as defined in the Keystone legislation) acquisition projects (fee simple or easement) but it is encouraged.

PA DCED Commonwealth Financing Agency grant and loan programs:

1. Keep applications straightforward and concise. Follow directions, including the instructions for the number of copies to be provided and the format.

-
2. Request support and inform your state representative and senator of your project.
 3. Notify the county and municipality where the project is located. Demonstrated public support is helpful.
 4. Demonstrate project readiness and financial need. Include benefit-to-cost ratio.
 5. Show how many communities, residents, and businesses will benefit from the project.
 6. Demonstrate a need for the project.
 7. Explain how the project fits into local, county, and state plans.
 8. Use CFA staff as a resource. Staff can walk you through the application process.

There is a \$100 fee for all CFA grant submissions.

Beyond these lists, the Township could issue a bond for the work, or use some combination of bond and grant funding to reduce strain on the Township's budget.

Additionally, smaller grants may be available from local philanthropic sources. A partial list of notable grant funders in the area is below:

1. William Penn Foundation
2. The Pew Charitable Trusts
3. Pennsylvania Horticultural Society



KMS Design Group, LLC
2615 Phipps Ave.
Willow Grove, PA 19090
215-657-3467

 **AH Adams & Company**
Architecture | Interior Design | Planning | Management Consulting

**DG MARCH ASSOCIATES
ENVIRONMAT COMPANY, INC.
PO Box 88
Birchrunville, PA 19421
(610) 323-8880**



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

September 25, 2018

DATE

Parks and Recreation

DEPARTMENT

PA-01-101118

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Appointment of Carl Anderson to Shade Commission Commissioner

EXECUTIVE SUMMARY:

Carl will fill the remaining term left by Tim Gilmore. Carl has been an active member of the commission and possess qualifications which support the mission of the Shade Tree Commission. Rita Stevens will be conducting an informal interview with Carl. The rest of the Shade Tree Commission is very familiar with Carl and his qualifications. Carl will be a welcome addition to the Shade Tree Commission and brings with him experience and dedication to the mission.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTION:

Consider a motion to appoint Carl Anderson to the five year unexpired term ending December 31, 2021 on the Township Shade Tree Commission.



July 30, 2018

To: Tara Wehmeyer, Assistant Township Manager
From: John Kennedy, Acting Chair, Shade Tree Commission
Subject: STC Nomination- Mr. Carl Andresen

Dear Tara,

I provide the following brief review to support Carl Andresen's appointment to the Abington Township Shade Tree Commission beginning now and to fill a vacancy created by the resignation of Tim Gilmour in May 2018.

Mr. Andresen is a resident of Abington Township, and resides with his family at 1315 Lenore Road, Meadowbrook, PA 19046.

Mr. Andresen recently began volunteering with the STC and has attended the last several monthly meetings. He is a long-time professional colleague of Joe Ascenzi, a member of the STC.

Mr. Andresen has had a varied, long and successful career in the horticulture and landscape industry in and around the Philadelphia region as you can see from his resume I have included. He has regularly been involved in volunteer activities including pro bono design work for inner city garden projects and as a watershed manager with the *Friends of the Wissahickon*.

Looking to the future, Mr. Andresen's experience and insights will be critical to the STC as we continue to support and plan for Abington's treescape.

Respectfully,

A handwritten signature in black ink, appearing to be "John Kennedy", written over a horizontal line.

John Kennedy
Acting Chair, Abington Township Shade Tree Commission

cc: Andrew Oles
attached: Resume of Carl Andresen



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

September 25, 2018

DATE

Parks and Recreation

DEPARTMENT

PA-02-101118

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

2019 Tree Vitalize Grant

EXECUTIVE SUMMARY:

Acquire trees and shrubs to plant along identified areas within Hallowell Park to protect and secure the riparian buffer and add to the tree inventory of the Township. Keeping the total amount at \$6,000 keeps the required match to a minimum \$1,500.00, which can be in the form of "in-kind" services.

This grant will help with the planting of various trees in the Hallowell Park area of the Township. Planting these trees will help maintain the riparian buffer along the creek as well as fit in with our Tree City goals. Hallowell Park riparian area is a prime location for a 2019 TreeVitalize Grant. Our conclusion is that there is a good project here, focused on the area near the volleyball court clear of the ball fields. Straight forward project, supported by an established volunteer pool, and a highly visible area that would support ongoing outreach for care of riparian areas.

PREVIOUS BOARD ACTIONS:

None, we have applied for and received Tree Vitalize grants in the past

RECOMMENDED BOARD ACTION:

Consider a motion to approve the application for 2019 Tree Vitalize grant in the amount of \$6,000.00. This grant would require a 25% match from Township that will be in-kind services.



TreeVitalize Watersheds Grant Program 2019

Since 2005, **TreeVitalize Watersheds**, led by the Pennsylvania Horticultural Society (PHS) in the five-county southeastern PA (SE PA) region, has focused on tree planting along stream corridors, wetlands, adjacent upland areas, headwaters, and naturalized stormwater basins. Through this program, dozens of watershed restoration projects are conducted throughout the region every year, resulting in well over one hundred thousand trees planted in sensitive water protection zones. The program receives funding from the Pennsylvania Department of Environmental Protection (DEP) and corporate sponsor Aqua PA, as well as substantial in-kind contributions from various partners.

TreeVitalize Watersheds depends on collaboration with six organizations that funnel, guide, and help implement watershed restoration projects in their service areas: Pennsylvania Horticultural Society, the Conservation District offices in each of the four surrounding SE PA counties, and the Stroud Water Research Center in Chester County. These organizations will provide technical assistance to you as you develop your project and write your application. Look for contact information on last page.

Who can apply: Anyone with a good project on permanently protected land can apply, such as non-profit organizations, municipalities, schools, scouting groups and community organizations. If your organization is not a registered non-profit (e.g., 501(c)(3)), you can partner with a registered non-profit or your local government to apply. New applicants must complete PHS Tree Tenders® training or equivalent education or training to be eligible. Private landowners can apply through a registered non-profit or local government if they are willing to sign a 20-year agreement promising to leave the plantings undisturbed and allow maintenance of the plantings

Grant applications should only be submitted for projects that are “shovel ready” (*meaning that with sufficient funding, plantings can be completed and billed prior to the reimbursement request deadline, as all associated permits and/or authorizations have already been secured, where necessary*).

How to apply: Contact your County Conservation District Watershed Specialist or, within Philadelphia, PHS (contact information included on page 4.) Your grant advisor will guide you through the steps involved in planning your project, including plant material selection, site preparation, landowner agreements, matching funds, and the required grant application documents (see below under “Grant Application Submittal Deadline”)

Grant Application Package: A complete grant application package must be submitted to the local Conservation District, or within Philadelphia to the Pennsylvania Horticultural Society. The grant application package **includes 1) an Application Completion Checklist, with all required items checked; 2) a Project Bid Sheet; 3) a brief Project Narrative; 4) a Site Location map (in color); 5) a signed Operation, Maintenance and Repair Plan; and 6) a Landowner Agreement form.** All forms listed are available from the TreeVitalize Watersheds page of the PHS Plant One Million website: <http://phsonline.org/programs/plant-one-million/treevitalize-watersheds-grant-program/>

Grant Package Submittal Deadline for TreeVitalize 2019 Projects: November 9, 2018

New this year! Apply online, including mapping and form uploads, using the PHS Urban Forest Cloud web tool: <https://pg-cloud.com/phs/>. Once there, you can click on “Help and Tutorials” for more assistance. NOTE: You will need to [register an account](#) first. You will also be able to submit your Request for Reimbursement through the PHS Urban Forest Cloud system.

Important! *If you start your application on the PHS Urban Forest Cloud site, you cannot save your application. In other words, if you exit your application or click on the “back” arrow, everything you have entered so far will be lost. So, have all the necessary documents (project narrative, etc.) finished, saved to your computer and ready for upload before you start. Once you have successfully submitted your application, a copy will be saved for you.*

For further written instructions, see the document **Urban Forest Cloud - Applying for TV Watersheds Grants**, which your Watershed Specialist can provide to you.



While online submissions are preferred, you can opt to use the paper application documents, complete and scan them, and submit by email. Please send the documents in the order that they are listed on the Grant Application Completion Checklist, starting with the Checklist. ***In addition to a signed copy of the Bid Form, please be sure to provide/attach a copy of your completed Bid Form in its original MS Excel file format.*** Send your Application materials to your County Conservation District Watershed Specialist (your grant advisor) or, if in Philadelphia to PHS; those addresses are listed on page 4. **Only complete grant application packets will be considered for funding.**

Deadlines: Submission of your complete grant application is due to the appropriate entity by November 9, 2018. Once initial reviews have been completed, the Conservation Districts and Stroud will forward all complete grant application packages to PHS for final review. **Submission of your Request for Reimbursement and required documentation for Spring 2019 projects is due to your Watershed Specialist by May 31, 2019. Submission of your Request for Reimbursement and required documentation for Fall 2019 projects is due to your Watershed Specialist by November 18, 2019.**

Activity	Date
2019 TVW Grant Announcement released	August 2018
Grant Applications due to Conservation Districts	November 9, 2018
2019 TVW Grant Awards announced	March 2019
Reimbursement Requests due to Conservation Districts (if project completed Spring 2019)	May 31, 2019
Reimbursement checks released for spring projects with properly completed paperwork	August 2019
Reimbursement Requests due to Conservation Districts (if project completed Fall 2019)	November 18, 2019
Reimbursement checks released for fall projects with properly completed paperwork	February 2020

Target areas and project types: Streamside and sourcewater protection areas, on public lands or private permanently protected lands. Projects may include stream buffers, wetlands, plantings on adjacent uplands (where stormwater “sheet flow” across the land would drain directly into the stream below) and naturalization of stormwater basins. Landowners must be willing to sign the DEP Landowner Agreement, which requires all plantings to be undisturbed (except for maintenance) for a period of **20 years**. Either the Landowner, Applicant or both must sign the Operations and Maintenance Agreement.

Tree stock: All projects must use native Pennsylvania species. Trees are typically acquired as container stock, though bare root and ball-and-burlap trees are also acceptable. Use of B&B trees should be limited and cost less than \$100 each. The size of the tree stock can vary widely, depending on the site, planting method, and other considerations. However, an average cost of \$25 per tree or less is preferred. Note: The local natural plant community as recorded in the Terrestrial & Palustrine Plant Communities of Pennsylvania section of the Pennsylvania Natural Heritage Program website (<http://www.naturalheritage.state.pa.us/communities.aspx>) should be taken in consideration when selecting the planting material for the project. Identifying native plants present in the project site area is another good way to select plants, although more native species can possibly be added for diversity.

Other plants: Trees alone are rarely enough for an ecological restoration project. Shrubs and herbaceous plants may be needed as well. TreeVitalize Watersheds funding can be used to cover the cost of some complementary plant material, provided it is also native to eastern Pennsylvania. However, trees must account for at least 80% of the total cost of Plant Materials.

Eligible and ineligible expenses: In addition to covering plant costs (including delivery/freight), the TreeVitalize grant may be applied toward site preparation and supplies such as tree stakes, mulch, watering bags, tree shelters and other deer protection. Non-profit staff project management time is allowed as an expense but it must be justified and not exceed \$1,000. Ineligible grant expenses include shirts, hats, and food for volunteers, although such expenses can generally be counted as in-kind or cash match (see below). Other expenses may not be covered by TreeVitalize Watersheds grant funds without consultation from your Conservation District Watershed Specialist and permission of the PHS grants manager. PHS TreeVitalize Watersheds Regional Manager Bob Adams may be reached at 215-988-8795. More detail on allowable project expenses can be found in the TreeVitalize Eligible Expenses document included with this announcement. **New last year- watering bags are an eligible expense; limit 30 bags per year. See 2019 TreeVitalize Eligible Expenses for more detail.**

Required match: TreeVitalize will cover up to 75% of the total project costs. The remainder must be covered by other sources as part of the required minimum 25% match. In-kind contributions, such as volunteer and staff time for planting, site preparation, and maintenance are applicable towards those match requirements. For volunteer effort match, volunteer sign-in sheets are required and



must be submitted to document the number of volunteers and the hours those volunteers participated. Staff time must be documented with timesheets. **New this year- monitoring and maintenance of previous TreeVitalize Watersheds projects may be counted as match.**

Consultant costs: The use of consultants is discouraged for most TreeVitalize Watersheds projects, but may be necessary in some cases. The maximum allowed amount in such cases is \$1,000 per project toward consultants' fees. Additional fees may be counted as match.

Conservation District fee: Your County Conservation District Office receives a \$200 fee for each project to help offset the staff time spent by the Watershed Specialist. Please keep in mind that this \$200 will not be available for project expenses, and that your final reimbursement will be minus that amount.

Overall approval considerations: In order to fund as many projects as possible with limited and increasingly competitive funding, project approval will take into account various factors, including the level of partner match, the price of plant material used, and consultant costs, if any. Individual site and project considerations will also be taken into account.

Completion and reimbursement: Grantees will be reimbursed after project completion. The Pennsylvania Horticultural Society will provide reimbursement to grantees for completed projects upon submission of: **1) completed Request for Reimbursement Checklist; 2) completed Project Reimbursement form; 3) Cover letter from applicant organization; 4) Invoices and copies of receipts detailing all project related costs, including staff time and volunteer hours; 5) paper copy of completed PA Stream Releaf form, which also must be submitted online at <http://www.ahs.dep.pa.gov/streamreleaf/newapplication.aspx>; 6) a signed updated Operation, Maintenance and Repair Plan (only if the project has changed from the original proposal); 7) before and after photos of the site; and 8) updated Site Location Map in color.** Grantees are encouraged to submit their Request for Reimbursement through the PHS Urban Forest Cloud system, but emailed submissions will also be accepted. ***When submitting a Reimbursement Request, please be sure to provide/attached a copy of your completed Project Reimbursement Form in its original MS Excel file format.***

Reimbursement requests for spring projects must be submitted to your grant advisor by **May 31, 2019**. The final deadline for submission is **November 19, 2019**. Earlier submission is encouraged, especially for spring planting projects. Incomplete or late submissions may result in a lower ranking on future projects.

Project changes: Sometimes a project must be cancelled or modified. If this occurs, please contact your County Conservation District Watershed Specialist or PHS (in Philadelphia only) to discuss any changes. PHS will issue final approval via an email to the applicant and county grant advisor. Any cancellations should be reported as soon as possible, so that those funds might be used elsewhere. Failure to discuss changes with your Watershed Specialist may result in ineligibility for reimbursement.

Funding credit: In all communications, the following statement must be used to attribute credit to each funder: **"This restoration project was made possible by the TreeVitalize Watersheds Grant program, managed by the Pennsylvania Horticultural Society, with funding from the Pennsylvania Department of Environmental Protection's Growing Greener program, as well as Aqua PA for projects located within its source water protection zones."**

Signage: Each restoration site must display the TreeVitalize Watershed informational signage (provided by PHS, available from your grant advisor) with proper credit for the partnering organizations, including PHS, Plant One Million, TreeVitalize, DEP Growing Greener, Aqua PA, and any other funders. These signs should be displayed a week prior and a week after the planting, and should be returned to your grant advisor. Permanent signs must give credit to the above funders and display their logos. Signage is eligible for reimbursement up to a \$1,000 limit. You may erect a more expensive sign if you are able to afford the extra amount, which you can count as match. Logos are available from Bob Adams at PHS (215-988-8795).

PA One Call Notification: In certain cases, underground utilities (including but not limited to electric, gas and sanitary and stormwater sewers) and their associated rights-of-way exist within areas where riparian buffer restoration and/or enhancement activities are being planned and implemented. For public safety and other reasons, the Commonwealth of Pennsylvania's Underground Utility Line Protection Law PA Act 287 of 1974 (as amended by Act 121 of 2008) *requires you to inform the utilities of any type of work involving the movement of earth with powered equipment.* Know what's below. Call 1-800-242-1776 before you dig. For additional information, please visit PA One Call System, Inc. at <http://www.pa1call.org>



Training Requirements: New applicants need to complete a **PHS Tree Tenders®** training or equivalent training/education on proper tree selection, planting and establishment prior to completing their TreeVitalize Watersheds project.

PHS Tree Tenders®: In support of TreeVitalize and in partnership with Penn State Cooperative Extension, the Pennsylvania Horticultural Society offers comprehensive hands-on tree care training for residents of the five-county Philadelphia region. For more information, contact Barley Van Clief, Regional Tree Tenders Program Manager, at 215-988-8793 or bvanclief@pennhort.org. Information about Tree Tenders training opportunities can be found at <http://phsonline.org/programs/tree-tenders>

To apply for a TreeVitalize Watersheds grant, contact the appropriate point of contact below for your area:

Bucks County Conservation District

Meghan Rogalus
215-345-7577 ext. 107
mrogalus@bucksccd.org

Montgomery County Conservation District

Brian Vadino
610-489-4506 ext. 15
BVadino@montgomeryconservation.org

Chester County Conservation District

Cori Trice
610-925-4920 ext. 110
ctrice@chesco.org

Philadelphia

Bob Adams
215-988-8795
badams@pennhort.org

Delaware County Conservation District

Karen Wilwol
610-892-9484
WilwolK@co.delaware.pa.us

For more information about the TreeVitalize Watersheds program, contact Bob Adams, PHS TreeVitalize Watersheds Regional Manager, at 215-988-8795 or badams@pennhort.org.

Plant One Million is a regional partnership led by the Pennsylvania Horticultural Society (PHS) to plant one million trees throughout 13 counties in southeastern Pennsylvania, New Jersey, and Delaware. The initiative will educate and mobilize volunteers throughout the region to “plant, count and tend” trees. For more information, go to <http://www.plantonemillion.org/>.

*Plant One Million is supported in part by Pennsylvania’s **TreeVitalize** program, a public-private partnership launched by the Department of Conservation and Natural Resources and the Pennsylvania Horticultural Society in 2004 to reverse the loss of tree cover in southeast PA. It is now a statewide effort to restore tree cover managed by the Pennsylvania Department of Conservation and Natural Resources (DCNR). For more information, go to www.treevitalize.net.*



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

September 25, 2018

DATE

Community Development

DEPARTMENT

PA-04-101118

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Advertisement for Community Development Planning Consultant

EXECUTIVE SUMMARY:

The Township of Abington is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. As a recipient of federal funds for housing and community development programs, the Township has an obligation to track, document and report its activities and the expenditure of the federal funds. Throughout the program year, there are a variety of reporting documents that are required to be submitted to HUD.

In accordance with the Housing and Community Development Act of 1974, as amended, the Township must prepare a Five Year Consolidated Plan to coincide with its Analysis of Impediments (AI). During the five year period, the Township's Annual Action Plan proposed activities must be consistent with the finding in the AI.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Consider a motion to advertise for request for proposals from experienced and qualified planning consultants. in the design, planning and implementation of the Township's CDBG and HOME programs. The services shall be performed for the next three-(3) years, assuming federal funds are appropriated and allocated for FY 2018 through FY 2020.

PUBLIC NOTICE

TOWNSHIP OF ABINGTON REQUESTS PROPOSALS FOR PLANNING CONSULTING SERVICES FOR ITS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FOR FY 2018 - 2020

The Township of Abington, Montgomery County, PA is seeking proposals from experienced and qualified planners and/or planning and community development consulting firms to provide professional services for the planning and the implementation of the Township's Community Development Block Grant (CDBG) Program and other housing and community development activities. The specific services requested by the Township of Abington are detailed in the prepared Request for Proposal (RFP) dated October XX, 2018. To obtain a copy of this RFP or for any questions about this RFP, interested parties may contact the Township of Abington, Office of Community Development, Mr. Van B. Strother at (267) 536-1019 or by email at vstrother@abington.org. An electronic version of this RFP can be obtained by emailed request or a hard copy can be obtained at the Township's Administrative Municipal Building located at: 1176 Old York Road, Abington, PA 19001-3713. This RFP will also be posted on the Township's website at www.abington.org

The deadline for submission of proposals is 4:00 P.M. prevailing time, on October XX, 2018, to the Township of Abington, Office of Community Development, 1176 Old York Road, Abington, PA 19001-3713. Only hard copies of offeror's proposal will be accepted. Electronic responses to this RFP will not be accepted. It is anticipated that the selection and award of the consultant contract will be made before the end of the current calendar year; however, the Township has not set a firm date for award of the contract and reserves the right not to award the contract based on this RFP.

Each proposal will be rated and ranked in accordance with the following criteria,

- | | |
|---|-------------------|
| • Qualifications and experience of the Consultants | 50 points |
| • Work Plan | 30 points |
| • Participation by Small Business Firm, Minority Owned Enterprise, Section 3 (Abington based) Firm, or Women Owned Enterprise (2.5 points each) | 10 points |
| • Rate of Compensation | <u>10 points</u> |
| Maximum Points | 100 points |

All qualified proposers will receive consideration without regard to race, color, religious creed, ancestry, national origin, age, handicap, or sex. The Township of Abington is an equal opportunity agency.

Van B. Strother, Director
Community Development

REQUEST FOR PROPOSALS

FOR

COMMUNITY DEVELOPMENT

PLANNING CONSULTING SERVICES

October XX, 2018

Contact Person: Mr. Van B. Strother, Director
Community Development
Township of Abington
1176 Old York Road
Abington, PA 19001-3713
Phone: (267) 536-1019
vstrother@abington.org

TOWNSHIP OF ABINGTON, PA
1176 Old York Road, Abington, PA 19001

**REQUEST FOR PROPOSALS TO PROVIDE
PLANNING CONSULTING SERVICES FOR
COMMUNITY DEVELOPMENT PROGRAMS**

The Township of Abington, PA, hereinafter referred to as the “Township”, is a Federal Entitlement Community under the U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Program. The Township is also the recipient of other Federal and State funds for housing, community and economic development programs. In accordance with the “Common Rule” (24 CFR Part 85.36) which establishes standards for the procurement of property and services involving the expenditure of Federal funds, the Township hereby requests written proposals from qualified planning consultants and firms for the provision of professional services in the design, planning and implementation of the Township’s proposed FY 2018-2020 CDBG Programs and other housing and community development programs.

A. TYPES OF SERVICES REQUIRED –

The Township seeks the services of a professional planning consultant or firm to provide planning and implementation services for the next three (3) year period, assuming funds are appropriated and allocated for FY 2018 through FY 2020. The scope of services includes the following:

1. Preparing the Township’s Five Year Consolidated Plan for FY 2020 to 2024.
2. Preparing the Annual Action Plan as part of the Consolidated Action Plan and Strategy for the CDBG Program for FY 2019, FY 2020, and FY 2021.
3. Preparing the Township’s Analysis of Impediments to Fair Housing Choice or applicable Fair Housing Assessment.
4. Assisting in qualifying activities for Federal financial assistance.
5. Assisting in the preparation of annual performance reports referred to as the Consolidated Annual Performance and Evaluation Report (CAPER).
6. Assisting in the preparation of the Environmental Review Record (ERR) for annual community development activities, as well as amendments to the CDBG and HOME Programs.
7. Preparing an update to the Township’s Citizen Participation Plan for the Federal CDBG Program.
8. Providing advice and assistance in meeting the citizen participation requirements.
9. Providing advice and assistance in meeting the Federal Section 106 requirements in accordance with the State Historic Preservation Office (SHPO) and the U.S. Department of Interior regulations for properties that are historic or located in historic districts.

10. Providing advice and assistance in the implementation of program activities, including compliance with Federal and State regulations.
11. Providing advice and technical assistance in connection with the implementation of the CDBG Program, including the lead based paint requirements.
12. Assisting in the preparation of modifications and amendments to previously approved CDBG Program.
13. Providing advice and assistance in the preparation of Section 108 Loan Guarantee applications.
14. Assisting in the preparation of applications/plans for a Neighborhood Revitalization Strategy Area (NRSA).
15. Providing advice on other sources of funding for housing, community development and economic development programs, including the preparation of applications for additional sources of funds.
16. Assisting in the preparation of applications for funding to the Department of Community and Economic Development (DCED) for housing.
17. Preparing other applications and/or performing studies in accordance with Federal and State programs and guidelines for which the Township may be eligible to apply for funding.
18. Assisting in conducting other planning studies.
19. Assistance in preparing applications for State HOME funds for the Township's Housing Rehabilitation Loan Program.
20. Assisting in addressing HUD monitoring and review comments.
21. Preparing a Policies and Procedures document for the CDBG program in accordance with Federal and State rules.
22. Preparation of Redevelopment Area Plans and Redevelopment Proposal.
23. Comply with the Professional Services Federal Terms and Conditions as outlined in Exhibit "A", which is attached to this RFP.

The Township intends to select a firm which it deems best qualified in its judgment to provide all of the services requested, on an as-needed basis, for the preparation of the required plans and documents of the CDBG Program and other housing and community development programs.

The Township Manager will negotiate with the firm it deems most qualified to determine the fee for such services. If the Township Manager is unable to negotiate a fee, which seems reasonable, the Township Manager may negotiate with the firm deemed second best qualified, or the Township may issue another Request for Proposals. The multi-year commitment to the consulting firm is subject to HUD allocations of future CDBG funds to the Township and no costs shall be considered incurred or encumbered for such years until HUD issues its letters of approval.

B. INFORMATION AND DATA REQUIRED OF EACH OFFEROR –

All planning consultants are required to submit their proposal to the Township by 4:00 P.M., prevailing time, on or before October XX, 2018. One original and two (2) copies of the proposal are required. Email submissions will not be accepted.

The proposal shall contain a response to each of the following:

1. Qualification and Experience of the Consultant – (50 points maximum)

- a. Demonstrate the experience of the consulting firm in performing the tasks requested under the scope of services for this RFP in the CDBG Program and other community development programs in using the new HUD eCon Planning Suite Format in IDIS (0-20 points).
- b. Identify the key personnel to be assigned to provide the requested scope of services. Demonstrate that the key professional staff have the knowledge and ability to perform the work as requested. Indicate any experience that the key professional staff have obtained from work on similar projects or in undertaking similar work responsibilities. (0-20 points).
- c. Offeror’s knowledge and experience of the conditions in the Township. (0-10 points).

2. Work Plans – (30 points maximum)

- a. The Consultant shall prepare a work plan to address each task outlined in the types of services requested. The work plans shall include, but are not limited to: the allocation of resources and personnel; the ability to provide continuity; and a timely response to requests for information over the course of the contract period. (0-30 points).

3. Participation by Small Business Firm, Minority Owned Enterprise, Section 3 (Abington based) Firm, or Women Owned Enterprise – (10 points maximum)

- a. If the consultant or firm qualifies under any of the following categories, the offeror shall set forth the basis for qualifying under these categories:
 - (1) Small Business Firm – less than \$2.5 million in annual receipts. (0-2.5 points)
 - (2) Minority Owned Enterprise (MBE) – the principal owner(s) is a minority. (0-2.5 points)
 - (3) Section 3 Firm – low-income owned firm located in the Township of Abington. (0-2.5 points)
 - (4) Women Owned Enterprise (WBE) – the principal owner(s) is a female. (0-2.5 points)

4. Rate of Compensation – (10 points maximum)

- a. Provide the hourly rate schedule and time commitment of all key staff that will be assigned to each task. (0-10 points)
- b. Provide a statement which outlines the consultant's estimated lump sum, not to exceed amount, for each task to be assigned.

C. FACTORS FOR AWARD –

The Township will evaluate each written proposal, determine whether oral discussions with the offerors are necessary, then, based on the content of the written proposal and oral discussions, if any, select a firm best qualified for the assignment based on the data submitted and whose offer is most advantageous to the Township, price and other factors considered.

In evaluating the proposal, the Township will assign points for each segment of the proposal in accordance with the criteria hereinafter set forth. The consulting firm with the highest total points will be selected for the purpose of negotiating a contract. If the Township is not satisfied with the basis used by the consultant or with the price of the services to be rendered, the Township may proceed to negotiate a contract with the firm with the next highest point total. The points to be awarded are set forth for each segment or sub-segment below:

1. Qualifications and Experience of the Consultant – (0-50 points)

- a. Demonstrates the qualifications and experience of the consultant and key personnel in conducting efforts of the nature and scope required by this Request for Proposals.
- b. Demonstrates key professional staff's knowledge and ability to perform the work as requested.
- c. Demonstrates knowledge and experience of the conditions in the Township.

2. Work Plans – (0-30 points)

- a. The quality of the consultant's work plans, including but not limited to: the allocation of resources and personnel; the ability to provide continuity; and the timely response to requests for information over the course of the contract period.

3. Participation by Small, Minority, Women, or Section 3 Firms – (0-10 points)

- a. Any firm or consultant who meets one or more of the following factors shall receive two and one half (2 ½) points for each factor met:
 - (1) Small Business Firm
 - (2) Minority Owned Enterprise
 - (3) Section 3 (Abington based) Firm
 - (4) Women Owned Enterprise

4. Rate of Compensation – (0-10 points)

- a. Hourly rate of compensation and the time commitment of staff.

EXHIBIT “A”

Contract for Professional Services **Federal Terms and Conditions**

1. **Termination of Contract for Cause.** If, through any cause, the Respondent (Contractor) shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten-(10) day notice in writing to the Contractor. If the Public Body as provided herein terminates the Contract, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Contractor, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Contractor or its employees in the course of, in connection with, or under the terms of this Contract, the Contractor shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final. The Contractor warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.
Except as otherwise authorized in writing by the Public Body, the Contractor shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Contract except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Contractor will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the Public Body obtains patent rights pursuant to this article, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.
6. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under item #6 above shall be retained by the Contractor for five years after the expiration of this Contract unless permission to destroy them is granted by the Public Body.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and sub grants of amounts in excess of \$100,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
 - a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
 - c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director of NEPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the NEPA List of Violating Facilities.
 - d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

9. **Energy Conservation Provisions.** Contractors must recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

10. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 *et seq.*, the Contractor understands and agrees that no individual with a disability shall be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, @ 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the public body and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Public Body and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.

11. **Changes.** The Public Body may request changes in the scope of the services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor shall be incorporated in written amendments to this Contract.

12. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Contractor from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.

13. **Compliance with Federal, State and Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

Executive Order 11246

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, if the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
15. **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
16. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. **Fair Housing.** No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.
18. **“Section 3” Compliance in the Provision of Training, Employment and Business Opportunity.**
Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

19. The Undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 3. *The applicant or its' principals certify that they have never been debarred or suspended by the Federal Government and the applicant is not the successor organization to one that was.*
- 4. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 5. The CDBG program requires all recipients of Federal Funds to have a DUNs number www.fedgovt@dnb.com and register with the Central Contractors Registration www.sam.gov/portal/public/sam. Information must be sent to the Township of Abington, Office of Community Development before a contract is signed.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Responder: _____

Name: _____

Signature: _____

Date: _____

THE BELOW IS NOT REQUIRED AT THE TIME OF SUBMISSION OF RESPONSE TO RFP

Tax ID # No. or Social Security #: _____

HUD requires a Dun & Bradstreet –Data Universal Numbering System

DUNS#: _____
(www.fedgovt@dnb.com or 866-705-5711)

HUD requires registration and /or updating the Central Contractors Registration (CCR#) aka

CAGE#: _____
(www.sam.gov/ System for Award Management)

END OF EXHIBIT "A"



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

September 25, 2018

PA-06-101118

DATE

AGENDA ITEM NUMBER

Community Development

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

Crest Manor - Wage Compliance Monitoring

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.

The initial invoices submitted to the Township in August of this year were incorrect. This error was acknowledged in the attached letter submitted by Hill International, Inc.

All of the above funds are to be paid with CDBG funds.

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.

RECOMMENDED BOARD ACTION:

Consider a motion to approve and authorize payment to Hill International, Inc. in the amount of \$29,700.00 for the services provided by MyLCM, Inc. for work performed from July 1, 2016 to September 31, 2017 and to eComply LLC in the amount of \$6,000.00 for work performed from October 1, 2017 to December 31, 2017 for prevailing wage project compliance.

MEMORANDUM

To: Tara Wehmeyer
From: Van Strother
Date: September 20, 2018
Re: Crest Manor – Wage Compliance

To clarify the above referenced matter, the following is a brief summary of the events:

MyLCM, Inc. documented the wage compliance at the Crest Manor construction site from July 1, 2016 to September 31, 2017 in the amount of \$33,750.00, which \$4,050.00 was paid. The total amount due to MyLCM, Inc. is \$29,700.00.

eComply Solution LLC continued this work from October 1, 2017 to December 31, 2017. The total amount due to eComply Solutions for this time period is \$6,000.00. This company never submitted an invoice and was never paid.

The invoicing for this work was never submitted to the Township, except for the first two months.

It is recommended that the Abington Township Board of Commissioners approve the 2016 contract with MyLCM, Inc. and authorize the final payment to Hill International, Inc. in the amount of \$29,700.00. and final payment to eComply Solutions LLC in the amount of \$6,000.00.

Please see the attached supporting documentation.



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 10th, 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 10th, 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

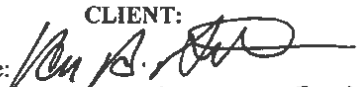


time, legal fees incurred, travel and other expenses, at all employees' regular billing rate at the time these costs are incurred and any other third party costs incurred.

- 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**.



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

September 25, 2018

DATE

Administration

DEPARTMENT

PA-07-101118

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

AGENDA ITEM:

2019 Abington Township Calendar

EXECUTIVE SUMMARY:

The Abington Township Calendar is and has been a key source of information to the public for more than 40 years. The calendar has traditionally been printed with the first month on the calendar being listed as April. As those members on the board last year who reviewed the calendar may recall, in order to transition to a true January - December calendar year, we planned for the printing of two calendars in FY 2018. In case our sponsorship response is not as strong as expected, we are requesting the transfer of additional funds from accounts where dollars will not be expending.

We are also requesting approval to select the Homer Group at an amount of \$ 18,820.00 for the printing of 22, 000 calendars and Red Sky Marketing Group in the amount of \$ 2,250.79 for the sorting and mailing of the Calendars to resident homes. As of even date, we have secured \$8,000 in calendar sponsorships; with the goal of the total calendar cost of \$0 to the taxpayer.

The Abington Township Calendar is mailed to over 21, 000 Township households each year and included in new resident information packets. The Calendar serves as informational resource to residents about Township elected officials, Board of Commissioners, Councils, Committee and Task Force meeting dates, community events, Township Department information and more. The Calendar effectively allows the Township to keep residents informed, while encouraging participation in Township programs, activities and events.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTION:

Consider a motion to approve the transfer of \$8,282.000 from Account # 07-01-500-7526 and \$ 1,088.00 from Account # 07-01-500-7505 to Account # 07-01-500-7530 for the Township of Abington's 2019 Calendar and to approve the selection of the Homer Group at an amount of \$ 18,820.00 for the printing of 22, 000 calendars and Red Sky Marketing Group in the amount of \$ 2,250.79 for the sorting and mailing of the Calendars to resident homes.