



# TOWNSHIP OF ABINGTON

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## *PUBLIC WORKS COMMITTEE*

*Drew Rothman, Chair  
Jessica Carswell, Vice-Chair  
Dennis Zappone  
Jimmy DiPlacido  
Bill Bole*

### **A G E N D A** **March 4, 2020** **7:00 P.M.**

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1. CALL TO ORDER
2. ROLL CALL
3. CONSIDER APPROVAL OF MINUTES
  - a. Motion to approve Committee Meeting minutes of February 5, 2020.
4. PRESENTATION
5. UNFINISHED BUSINESS
6. NEW BUSINESS

*PUBLIC WORKS COMMITTEE*    *COMMISSIONER DREW ROTHMAN, CHAIR*

- a. **PW-01-031220**    Consider a motion to accept DiGiulio's Clothing and Footwear as the lowest responsible bidder for the 2020 Per Diem Employees Union Uniforms and Accessories Bid and enter into a contract for \$42,750.00 as per the bid specifications.
- b. **PW-02-031220**    Consider a motion to accept J.D.M. Materials Company as lowest responsible bidder and enter into a contract in the amount of \$16,487.50 for the purchase and delivery of Ready Mix Concrete as per the bid specifications.
- c. **PW-03-031220**    Consider a motion to accept Eureka Stone Quarry, Inc. as lowest responsible bidder of Part 1 and Part 3 of the Super-Pave Bid and enter into a contract in the amount of \$885,600.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications, and  
  
Glasgow, Inc. as lowest responsible bidder of Part 2 of the Super-Pave Bid and enter into a contract in the amount of \$29,640.00 for the purchase of Super-Pave paving materials as per bid specifications.
- d. **PW-04-031220**    Consider a motion to accept Commonwealth Precast, Inc. as the lowest responsible bidder for the 2020 Storm Sewer Inlets and Manhole Structures Bid and enter into a contract for \$64,040.00 as per the bid specifications.



# TOWNSHIP OF ABINGTON

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## *PUBLIC WORKS COMMITTEE*

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### **A G E N D A** **March 4, 2020** **7:00 P.M.**

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- e. **PW-05-031220** Consider a motion to approve the Second Amendment To Commonwealth Financing Authority Grant No. C000065056 extending the termination date to December 30, 2020.
- f. **PW-06-031220** Consider a motion to approve Resolution No. 20-012 adopting an extension to the existing Intergovernmental Agreement (IGA) for the continued participation in the Wissahickon Clean Water Partnership for 2020.
- g. **PW-07-031220** Consider a motion to approve the Second Amendment to Lease Agreement between Township of Abington and Covanta Abington, LLC for the property located at 995 Fitzwatertown Road, Upper Dublin, PA 19038.
- h. **PW-08-031220** Consider a motion approving the Proposal for Engineering Design Services - Supplement 1. and to adopt Resolution No. 20-013 Authorizing the Signature of Right Of Way Plans for Transportation Set Aside Project.
- i. **PW-09-031220** Consider a motion to adopt Resolution No. 20-014 authorizing the submission of a grant application for the 2020 round of the Montco 2040 Implementation Grant Program for the Fairway Trail and Noble Mobility Improvement project.

**7. PUBLIC COMMENT**

**8. ADJOURNMENT**



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

*DATE*

Public Works

*DEPARTMENT*

PW-01-031220

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

2020 Per Diem Employees Union Uniforms and Accessories Bid

**EXECUTIVE SUMMARY:**

This bid was advertised in the Intelligencer on Monday, February 10, 2020 and Friday, February 14, 2020. The bid was posted on the Township's website and emailed to prospective bidders.

One bid was received. Bids were opened at a meeting open to the public at 10:00 AM on February 26, 2020. DiGiulio's Clothing and Footwear was the lowest responsible bid received with a total bid of \$42,750.00.

**PREVIOUS BOARD ACTIONS:**

This is a yearly bid that is prepared, advertised and managed by the Public Works Department primarily for the township's Per-Diem Employees Union Uniform and Accessories Bid.

**RECOMMENDED BOARD ACTION:**

Motion to accept DiGiulio's Clothing and Footwear as the lowest responsible bidder for the 2020 Per Diem Employees Union Uniforms and Accessories Bid and enter into a contract for \$42,750.00 as per bid specifications.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-01-031220

DATE INTRODUCED: February 26, 2020

FISCAL IMPACT AMOUNT: \$42,750.00

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

DiGiulio's has won the bid with the township for the past five (5) years and we are satisfied with their products and service.

A copy of the bid tabulation sheet is included for your review.

### ANALYSIS





**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

*DATE*

Engineering

*DEPARTMENT*

PW-02-031220

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Bid Award - Ready Mix Concrete

**EXECUTIVE SUMMARY:**

This bid was advertised in the Intelligencer on Friday, January 31, 2020 and again on Friday, February 7, 2020. The bid was also posted on the Township's website.

One bid was received. Bids were opened at a meeting open to the public at 10:00 AM on February 19, 2020. J.D.M. Materials Co. was the lowest responsible bid with a total bid of \$16,487.50. J.D.M. Materials Co. has worked with the township in the past and we are satisfied with their product and service.

A copy of the bid tabulation sheet is included for your review.

**PREVIOUS BOARD ACTIONS:**

This is a yearly bid that is prepared, advertised and managed by the Public Works Division.

**RECOMMENDED BOARD ACTION:**

Motion to accept J.D.M. Materials Company as lowest responsible bidder and enter into a contract in the amount of \$16,487.50 for the purchase and delivery of Ready Mix Concrete as per the bid specifications.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-02-031220

DATE INTRODUCED: February 14, 2020

FISCAL IMPACT AMOUNT: \$16,487.50

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

Public Works, Construction Services, Waste Water and Parks and Recreation all benefit from this bid for completing capital improvement projects, in-kind services for grants and various projects throughout the township and at township facilities.

### ANALYSIS

The 2020 Capital Improvement Projects are approved and funded as well as the committed in-kind services for grant work. Both the in-house construction services crew and proposed in-kind services significantly reduces the township match portion of the grants providing a substantial savings to the township.







**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

DATE

Engineering

DEPARTMENT

PW-03-031220

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Bid Award - 2020 Super Pave Materials Bid

**EXECUTIVE SUMMARY:**

The bid was advertised in the Intelligencer on Friday, January 31, 2020 and again on Friday, February 7, 2020. The bid was also posted on the Township's website. Two (2) bids were received. Bids were opened at a meeting open to the public on February 19, 2020. This was a three part bid with each part being awarded separately in order to get the best possible price for the Township.

Eureka Stone Quarry, Inc. was the lowest responsible bidder of Part 1 and Part 3 coming in at \$885,600.00 and \$46,350.00 for a total of \$885,600.00.

Glasgow, Inc. was the lowest responsible bidder of Part 2 of the Super-Pave Bid coming in at \$29,640.00.

We have used both Eureka Stone Quarry, Inc. and Glasgow, Inc. in years passed and are satisfied with both their products and service. The materials will be used primarily for our overlay program as well as smaller jobs including permanent patching but will also be used by other Township departments.

A copy of the Bid tabulation sheet is included for your review.

**PREVIOUS BOARD ACTIONS:**

This is a yearly bid that is prepared, advertised and managed by the Public Works Division primarily for our Overlay Program, patching and other Township projects.

**RECOMMENDED BOARD ACTION:**

Motion to accept Eureka Stone Quarry, Inc. as lowest responsible bidder of Part 1 and Part 3 of the Super-Pave Bid and enter into a contract in the amount of \$885,600.00 for the purchase and delivery of Super-Pave paving materials as per bid specifications, and

Glasgow, Inc. as lowest responsible bidder of Part 2 of the Super-Pave Bid and enter into a contract in the amount of \$29,640.00 for the purchase of Super-Pave paving materials as per bid specifications.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-03-031220

DATE INTRODUCED: February 24, 2020

FISCAL IMPACT AMOUNT: \$915,240.00

FUND:

FISCAL IMPACT:



YES



NO

FISCAL IMPACT

Cost > \$10,000.

Yes



No



### SUMMARY

his bid is for the overlay of our proposed roads to be paved in 2020.

### ANALYSIS

The 2020 list was included and approved in the budget process at the end of 2019. The list of roads to be paved is comparatively reduced from 2019's overlay list. PECO and Aqua have completed the majority of their main replacement projects that they planned significantly reducing the proposed overlay list and funding this year.





**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

*DATE*

Engineering

*DEPARTMENT*

PW-04-031220

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Bid Award - 2020 Storm Sewer Inlets and Manhole Structures Bid

**EXECUTIVE SUMMARY:**

This bid was advertised in the Intelligencer on Friday, January 31, 2020 and again on Friday, February 7, 2020. The bid was also posted on the Township's website.

One (1) bids were received. Bids were opened at a meeting open to the public on February 19, 2020. Commonwealth Precast, Inc. was the lowest responsible bid with a total bid of \$64,040.00. Commonwealth Precast, Inc. was awarded the bid in 2019 as well. We have been very pleased with Commonwealth Precast's products and service and are confident that they will continue to provide satisfactory services to the Township.

A copy of the bid tabulation sheet is included for your review.

The materials from this bid will be used by the new Construction Services crew that was approved in the 2019 budget for Capital Improvement Projects and in-kind services for grant work that the Township has committed to.

**PREVIOUS BOARD ACTIONS:**

This is a yearly bid that is prepared, advertised and managed by the Public Works Division.

**RECOMMENDED BOARD ACTION:**

Motion to accept Commonwealth Precast, Inc. as the lowest responsible bidder for the 2020 Storm Sewer Inlets and Manhole Structures Bid and enter into a contract for \$64,040.00 as per the bid specifications.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-04-031220

DATE INTRODUCED: February 26, 2020

FISCAL IMPACT AMOUNT: \$64,040.00

FUND:

FISCAL IMPACT:



YES



NO

FISCAL IMPACT

Cost > \$10,000.

Yes



No



### SUMMARY

This bid is for the purchase of materials to be used for the In-House Capital Improvements Projects and for in-kind services that the township has committed to completing for a number of intersection improvement grants.

### ANALYSIS

The 2020 Capital Improvement Projects are already approved and funded and the in-kind services for grant work has been approved and funded as well. The in-kind services significantly reduces the township match portion of the grants.





**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

DATE

PW-05-031220

AGENDA ITEM NUMBER

Wastewater

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Second Amendment To Commonwealth Financing Authority Grant No. C000065056

**EXECUTIVE SUMMARY:**

In order to have sufficient time to collect and analyze data withing the grant, we requested and Laurie Henry, Economic Development Analyst from the PA Department of Community and Economic Development (PA DCED) – Grants Division advised us that we extend the deadline for the existing \$100,000 grant by 6 months June 30, 2020 to December 30, 2020.

Due to the significant frequent rains from April 2018 through November 2019, we have been monitoring the Inflow & Infiltration (I&I) flow rates in the Stewart Avenue meter drainage area, as well as, the Keswick meter area, that was included in the original grant application description. This grant will fund the study and we are expanding the scope of work into the Stewart Avenue meter drainage area as well as the Keswick drainage area is required as well as additional sealing of joints to prevent root intrusion. The bid items in the I&I contract will be the same as we proposed in the original grant application.

**PREVIOUS BOARD ACTIONS:**

The PA Small Water and Sewer Program Grant Agreement Contract No. C000065056 was approved and executed on April 13, 2017. The First Amendment was approved on May 9, 2019.

**RECOMMENDED BOARD ACTION:**

Motion to approve the Second Amendment To Commonwealth Financing Authority Grant No. C000065056 extending the termination date to December 30, 2020.



April 4, 2017

Michael LeFevre, Township Manager/Secretary  
ABINGTON TOWNSHIP  
1176 Old York Rd  
Abington PA 19001-3713

Dear Grantee:

Enclosed is one copy of your PA Small Water and Sewer Program commitment letter and grant agreement in the amount of \$100,000. The assigned grant number for this project is C000065056 and should be used in all future correspondence regarding the status of your grant or payments.

Please have two (2) officials or authorized representatives of your organization sign the grant agreement with original signatures, titles and dates entered. The commitment letter, attached to the grant agreement as Appendix A & B, must also be signed with original signatures as noted. Return the SIGNED GRANT AGREEMENT IN ITS ENTIRETY as soon as possible to:

Ryan P. Emerson, Director  
Department of Community and Economic Development  
Center for Business Financing – CFA Programs Division  
Commonwealth Keystone Building  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225

When executed, a complete copy of the fully signed grant agreement will be returned to you for your files. It should be pointed out that this grant agreement is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and authenticated by all required signatures. Any costs incurred by the Grantee prior thereto may be deemed incurred at the Grantee's risk.



Page Two

Please be advised, that the activities, eligibility requirements, and other information contained in your Commitment Letter (Appendix A & B) and in your application are legally binding.

Please review your entire grant agreement carefully for compliance requirements. If you have a question as to the applicability of a particular provision, please contact the Center for Business Financing, CFA Programs Division at (717) 787-6245.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan P. Emerson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Ryan P. Emerson  
Director  
CFA Programs Division

Enclosure

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY**

**PA SMALL WATER AND SEWER PROGRAM GRANT AGREEMENT**

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor" or "Authority"), and

**ABINGTON TOWNSHIP  
1176 Old York Rd  
Abington PA 19001-3713**

(the "Grantee").

**BACKGROUND:**

Section 1774.1-A of the Act of July 18, 2013 (P.L. 574, No. 71), as amended by the Act of April 25, 2016 (P.L. 168, No. 25), known as the Fiscal Code, authorizes the Commonwealth Financing Authority to award for fiscal year 2015-2016 and 2016-2017 up to \$22,000,000 in grants to eligible applicants from all geographic areas of the Commonwealth for water or sewer projects with a cost of not less than \$30,000 and not more than \$500,000, pursuant to guidelines adopted by the Authority.

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II  
EFFECTIVE DATES**

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on JUNE 30, 2019, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

**ARTICLE III  
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between MARCH 29, 2017 and JUNE 30, 2019 (the "Grant Activity Period") as follows:

(1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

(2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
  - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
  - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
  - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

- (2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

- (a) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places

customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (5) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Grantor and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. Enclosure 2 to Management Directive 215.16 Amended Page 2 of 2.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (8) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this

Nondiscrimination/Sexual Harassment Clause. In addition, the Grantor may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between



the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at [http://www.dgsweb.state.pa.us/DebarmentList\\_portlet/](http://www.dgsweb.state.pa.us/DebarmentList_portlet/) or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

- (d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

- (e) 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 Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Grant or from activities provided for under this Grant. As a condition of accepting and executing this Grant, the Grantee 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 which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

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

- (f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(A) "Affiliate" means two or more entities where:

- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
- (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
- (iii) the entities have a common proprietor or general partner.

(B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

(C) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth.

(D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

(E) "Financial Interest" means either:

- (i) Ownership of more than a five percent interest in any business; or
- (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(2) In furtherance of this policy, Contractor agrees to the following:

- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the

Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

(J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (a) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (b) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (a) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (b) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is

Requested Information and may be a public record under the RTKL; and

- (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.



- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

#### **ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

#### **ARTICLE VII INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

#### **ARTICLE VIII INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary

benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

## **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

## **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant  
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be

combined with acknowledgment of other funding sources on project signs or in project publications.

#### **ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS**

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

#### **ARTICLE XVII ENTIRE AGREEMENT**

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

**ARTICLE XIX  
SEVERABILITY**

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

**ARTICLE XX  
CONSTRUCTION**

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXI  
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



Federal Identification Number 236000025

Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only



Executive Director

Date

X By Wayne C. Luker (Seal)  
Wayne C. Luker

X Title President, Board of Commissioners

X Date 4-13-17

X By Michael LeFevre  
Michael LeFevre

X Title Township Manager

X Date 4-13-17

For Commonwealth signatures only



Approved as to Legality and Form

Authority Counsel Date

Office of Attorney General Date

COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY

FIRST AMENDMENT TO GRANT NO. C000065056

This Amendment to Grant Agreement (the "Amendment") is entered into by and between the Commonwealth Financing Authority, hereinafter referred to as the "Grantor", and

ABINGTON TOWNSHIP  
1176 Old York Road  
Abington, PA 19001-3713

hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor entered into a Grant Agreement (the "Grant") with the Grantee, and

WHEREAS, the Grantor wishes to amend the Grant to allow the Grantee to carry out the activities authorized under the Grant, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

4. The termination date of this Grant, as amended, will be JUNE 30, 2020.
4. The Grant Activity Period, as amended, will be MARCH 29, 2017 to JUNE 30, 2020.
4. The total amount of this Grant shall remain **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND NO CENTS-----**.
4. All terms and conditions of this Grant not changed or modified by this Amendment shall remain in full force and effect.



IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ABINGTON TOWNSHIP

For Authority signatures only



GRANTEE: Please sign & complete at "X's" only

Commonwealth Financing Authority

X By: Wayne C. Luker (Seal)  
Wayne C. Luker  
X Title: President, Board of Commissioners  
X Date: May 9, 2019

Scott Dunkelberger 5/15/19  
Executive Director Date

X By: Richard J. Manfredi  
Richard J. Manfredi  
X Title: Township Manager  
X Date: May 9, 2019

For Commonwealth signatures only



Approved as to Legality and Form

Jill B. Burch 5/31/19  
Authority Counsel Date

Dan E. Williams 6/4/19  
Office of Attorney General Date



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

DATE

Public Works

DEPARTMENT

PW-06-031220

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Wissahickon Clean Water Partnership ongoing operations, Intergovernmental Agreement and financing contribution.

**EXECUTIVE SUMMARY:**

The Wissahickon Clean Water Partnership (Partnership) was formed in 2016 through an Intergovernmental Agreement (IGA) among thirteen municipalities and four wastewater treatment plant (WWTP) operators to investigate water quality conditions in the Wissahickon Creek as required by the EPA, and to collaboratively identify implementable measures to achieve pollutant load reductions to make progress toward achieving improved water quality in the Wissahickon Creek Watershed. The Water Quality Improvement Plan (WQIP) has been completed and submitted to EPA and PaDEP. The anticipated work in 2020 consists of addressing any comments and technical or scientific questions identified by the agencies and making revisions as required to the WQIP, along with initial planning and design for construction projects in the watershed.

The Wissahickon Clean Water Partnership requested contribution for the 2020 year is \$23,500 from each of the seventeen participants to fund the Partnership's technical, legal, environmental and construction efforts through the end of 2020.

**PREVIOUS BOARD ACTIONS:**

At the January 14, 2016 Abington Township Board of Commissioners meeting, Resolution No. 16-006 was adopted.

At the August 11, 2016 Abington Township Board of Commissioners meeting, Ordinance No. 2122 was adopted, which included the Intergovernmental Agreement.

At the September 13, 2018 Abington Township Board of Commissioners meeting, Ordinance No. 18-039 was adopted, which included the Intergovernmental Agreement.

**RECOMMENDED BOARD ACTION:**

Consider a motion to approve Resolution No. 20-012 adopting an extension to the existing Intergovernmental Agreement (IGA) for the continued participation in the Wissahickon Clean Water Partnership for 2020.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-06-031220

DATE INTRODUCED: February 24, 2020

FISCAL IMPACT AMOUNT: \$23,500

FUND: MS4 Storm & Wastewater Capital

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

The initial two year project was funded by the William Penn Foundation in cooperation with the Pennsylvania Environmental Council. The WQIP has been completed and the grant funds have been dispersed. Future work is proposed to be funded by a dedicated, annual participant share along with pursuing additional grant funding. See attached Intergovernmental Agreement and proposed Resolution.

### ANALYSIS

The additional total cost of \$23,500 for 2020 will be requested from all parties to the IGA, which for Abington Township, includes the storm sewer MS4 responsibilities and the Wastewater Treatment Plant NPDES effluent quality.

**RESOLUTION NO. 20-012**  
**Township of Abington**  
**Montgomery County, PA**

*WHEREAS*, the municipalities and Wastewater Treatment Plants in the Wissahickon Creek Watershed came to an agreement over the course of 2016 to work cooperatively with each other and with the Water Quality Advisory Team (WQAT) on the preparation of a Water Quality Improvement Plan (WQIP) for the Wissahickon Creek as an alternative to the May 2015 Draft Total Phosphorous TMDL for the Wissahickon Creek (Draft TMDL) published by the United States Environmental Protection Agency, and

*WHEREAS*, Abington Township adopted an Intergovernmental Agreement (IGA) by ordinance on August 11, 2016 signifying its intent to participate in the development of the WQIP, and

*WHEREAS*, the IGA established the Management Committee, consisting of one primary voting representative and one alternative representative per party to the IGA, each of whom have been appointed by their respective governing boards for purposes of implementing the IGA, and

*WHEREAS*, the duration of the term of the IGA is two years, and

*WHEREAS*, Section 5.b (Term) of the IGA states that the IGA may be extended by those Parties desiring to participate for an additional year by resolution, and

*WHEREAS*, the IGA was renewed for an additional one-year period through March 31, 2020, and

*WHEREAS*, it is the intent of the Management Committee to revise Section 5.b of the IGA to allow for the IGA to be extended for additional one-year periods, and

*WHEREAS*, the Management Committee, with input and support from the WQAT, has developed a draft WQIP that was submitted to the United States Environmental Protection Agency (“EPA”) and the Pennsylvania Department of Environmental Protection (“PADEP”) on September 30, 2019, for the agencies’ review and comment, and

*WHEREAS*, EPA and PADEP are not expected to provide comments or other input for several months after which the Management Committee will be continuing to refine the WQIP in order to present the final WQIP to Management Committee members for acceptance, and

*WHEREAS*, it is anticipated that additional technical and legal services will be needed to prepare a final version of the WQIP that will extend beyond March 31, 2020, and

*WHEREAS*, in order to fund the activities necessary to arrive at a final WQIP, an additional \$23,500 in 2020 per municipality and wastewater treatment plant is needed, and

*WHEREAS*, it is the intent of Abington Township to renew the IGA through March 31, 2021, and to provide its share of the funding needed to cover the costs of the Technical Services and Legal Services providers in the amount of \$23,500.

**NOW THEREFORE BE IT RESOLVED** that Abington Township signifies its decision (1) to extend the IGA through March 31, 2021, with additional annual extensions subject to the consent of the members of the Management Committee, (2) to provide its share of the funding based on budgets prepared by the Management Committee, and (3) to continue to participate in the preparation of a final Water Quality Improvement Plan to be submitted to EPA and PADEP for approval.

**I HEREBY CERTIFY** that this Resolution was adopted by the Township of Abington at its public meeting held on March 12, 2020.

**ATTEST:**

**TOWNSHIP OF ABINGTON**

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

\_\_\_\_\_  
John L. Spiegelman, President  
Board of Commissioners

Intergovernmental Agreement  
for the Development of a Water Quality Improvement Plan  
for the Wissahickon Creek Watershed

**Section 1 Intergovernmental Agreement.**

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Water Quality Improvement Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

**Municipalities**

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Lansdale Borough	Upper Gwynedd Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	

**Wastewater Treatment Plants:**

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

**Section 2 Definitions.**

**Engineering Services:** A panel of technical experts, comprised of the firm of Kleinfelder, Incorporated, Professor Steven Rier and Paul Marchetti, whose purpose is to review the engineering and scientific portions of the data submitted by the WQAT, and to offer technical guidance to the Wissahickon Clean Water Partnership.

**Legal Consultant:** Legal representation currently provided to the Wissahickon Clean Water Partnership by the firm of Manko Gold Katcher Fox, LLP to review data, reports and information submitted by the Water Quality Advisory Team (WQAT) and to offer guidance to the Partnership in regards to the finalization and approval of the Wissahickon Water Quality Improvement Plan (WQIP), and in the Partnership's relations with State and Federal Government agencies.

Water Quality Advisory Team: The team (WQAT) formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission.

Water Quality Improvement Plan: The goal of the Plan (WQIP) is to identify, quantify and report on the existing water quality and habitat in the various water bodies throughout the Wissahickon Creek watershed and to promote policies, practices, capital work and retrofits to existing structures. The WQIP will prioritize these efforts to affect improvements in the habitat of the watershed in a timely and economical sequence.

### **Section 3 Guiding Principles.**

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the Total Maximum Daily Load (TMDL) developed by the EPA are too broad for any one municipality to effectively address, and therefore, the parties commit to collaboratively work together in a mutually cooperative and respectful manner to develop the WQIP to replace the EPA TMDL.
- b. To evaluate historical and recent monitoring data to develop a scientifically defensible strategy that is acceptable to the Parties, PA Department of Environmental Protection (PaDEP), and US Environmental Protection Agency (EPA), and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. The WQIP will include a list of potential capital projects and to promote policies and practices to reduce the existing deleterious characteristics and contributing conditions, including remediating degraded physical structures and habitat conditions in the watershed, replacing or retrofitting existing structures, implementing new practices and constructing new facilities, to improve the impaired conditions in the Wissahickon Creek Watershed as effectively, efficiently and economically as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements, and financial feasibility. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

### **Section 4 Goals and Objectives: The scope of study**

The goal of the Water Quality Improvement Plan is to improve water quality and habitat standards in the water bodies throughout the Wissahickon Creek watershed.

Objectives: The detailed objectives of the IGA are delineated in Attachment “A”, “Milestones”.

## **Section 5 Administration and Organization.**

### Effective Date.

- a. The Effective Date of this Agreement shall be the date at which each party adopts and executes the Intergovernmental Agreement (IGA) by Resolution.

### Term

- a. The term of this Agreement (Term) shall begin on the Effective Date at which each party adopts and executes the Intergovernmental Agreement, and ending on January 31, 2021, unless replaced by a new IGA.

### Party Representation

- a. Participation in the preparation of the Plan shall continue to be through the Wissahickon Clean Water Partnership and its established committees.
- b. The contracted consultants shall review and provide comments and suggestions on various data, materials, sections of the Plan, and future planning and designs. The consultants shall have no voting privileges, but are intended to provide input on the Plan and future planning.
- d) Management Committee: The organization of the Wissahickon Clean Water Partnership shall continue such that each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
  - 1) The Management Committee shall consist of one (1) representative from each Party. The seventeen (17) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
  - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
  - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee have elected 2 Co-Chairs, a Secretary and a Treasurer. An Officer shall serve for the duration of the Term, unless he or she resigns



as an officer, as agreed to by the Management Committee. If an officer is unable to complete his term, a new officer shall be elected by the management committee. These officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition.

- 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services and consultant costs as approved by the Management Committee.
- f) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:
- 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.
  - 2) Hold all Management Committee meetings.
  - 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
  - 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
  - 5) Calculate and invoice fees for each Party.
  - 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

#### Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
  - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
  - 2) Presentation and approval of Progress Reports.
  - 3) Presentation and approval of the Financial Report.
  - 4) Presentation of report(s) to PADEP, EPA and other agencies.
  - 5) Presentation on other Party business pertaining to the WQIP and project planning.
  - 6) Oversight and coordination of all aspects of the Legal Services and consultant's services.

- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

#### Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal, Technical, Environmental, Scientific, and Financing Services. The total cost for these services is not to exceed \$450,000 in total.
  - 1) Contribution Formula: The contribution from each Party shall be \$23,500 per Party for the period January 1, 2020 through January 31, 2021. Depending on the costs incurred for consultant services, these costs may be less, but in any event they shall not exceed a total of \$23,500 per Party for the duration of the Term.
  - 2) Invoicing and Payment: Parties shall be invoiced within the first two (2) months of 2020, and be paid in full by March 15, 2020. Payments shall be remitted within 30 days of the invoiced date.
  - 3) Organization Account: A separate Management bank account shall continue to be maintained by the Management Committee for the deposit of each Party's Contributions. The funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to consultant services as approved by the Management Committee. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
  - 4) Remaining Funds: Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than sixty (60) days after the date of Term completion.

## **Section 6 Applicable Law**

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

## **Section 7 Integration**

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

## **Section 8 No Oral Modification**

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party's jurisdiction, and as required by any applicable law of the Commonwealth.

## **Section 9 Severability**

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

## **Section 10 Representation by Counsel**

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

## **Section 11 Counterparts**

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

## **Section 12 Execution by Facsimile or Electronic Scanning**

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

Attachment "A"  
Alternative TMDL Milestones and Activities

Project Result:

A Water Quality Improvement Plan supported by the Parties and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating required stormwater discharge regulation and controls, stream hydrology, riparian, stream channel and sedimentation to achieve regulatory water quality compliance in the Wissahickon Creek.

MILESTONE 1:

Comments and questions provided by the PaDEP the U.S. EPA are addressed and resolved such that an implementable final plan can be enacted by all multi-municipal parties.

MILESTONE 2

The final conclusions and planning of the approved Water Quality Improvement Plan are further incorporated into implementable strategies for the Wissahickon watershed.

Activities:

- The problems causing the water quality impairments from the studies and modeling efforts for the Wissahickon Creek watershed are utilized to prioritize project scheduling, financing and design scope of work throughout the watershed.

MILESTONE 3

The EFC continues short and long term comprehensive financial planning for implementing Water Quality Improvement Plan prioritized projects/programs.

Activities:

- Equitable funding strategy approved by Wissahickon Clean Water Partnership are reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public, private and grant funding sources.

MILESTONE 4

The WVWA keeps residents of the Wissahickon Watershed informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution. Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

**MILESTONE 5**

By the third quarter of 2020 an EPA and PaDEP approved WQIP is completed and then submitted to all party jurisdictions for their individual review and approval.

**MILESTONE 6**

The finalized and multi-municipal approved Water Quality Improvement Plan is submitted to the PaDEP the U.S. EPA in the fourth quarter of 2020.

**Intermunicipal Collaboration Resolution to Extend**  
**The Intergovernmental Agreement (IGA) for the Development of a Water Quality**  
**Improvement Plan for the Wissahickon Creek Watershed**

RESOLUTION NO. 18-039

A RESOLUTION TO AUTHORIZE AN EXTENSION OF THE 2016 INTERGOVERNMENTAL AGREEMENT WITH OTHER MONTGOMERY AND PHILADELPHIA COUNTY MUNICIPALITIES AND WASTEWATER TREATMENT PLANT OPERATORS TO COMPLETE A WATER QUALITY IMPROVEMENT PLAN AS AN ALTERNATIVE TO THE EPA PHOSPHORUS TOTAL MAXIMUM DAILY LOAD FOR THE WISSAHICKON CREEK WATERSHED.

**Municipalities:**

Abington Township  
Cheltenham Township  
Lower Gwynedd Township  
North Wales Borough  
Springfield Township  
Upper Gwynedd Township  
Whitpain Township

Ambler Borough  
Lansdale Borough  
Montgomery Township  
Philadelphia County  
Upper Dublin Township  
Whitemarsh Township

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant

**WHEREAS**, Counties, Municipalities and Wastewater Treatment Plant Operators, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce, and the use of public streets, ways and property within their jurisdictions; and

**WHEREAS**, the Intergovernmental Cooperation Act (Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq.), permits Municipalities, Counties and Wastewater Treatment Plant Operators to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

**WHEREAS**, Counties and Municipalities, as well as the provisions of Pennsylvania's Intergovernmental Cooperation Law, provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

**WHEREAS**, The Wissahickon Creek has been designated as impaired under Section 303(d) of the Clean Water Act, and has been assigned a Total Maximum Daily Load (TMDL)

per (40 CFR 130.2 and 130.70) and individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for nonpoint sources have been assigned; and

**WHEREAS,** The municipalities located in the Wissahickon Creek watershed are obligated under the PADEP's MS4/NPDES program to develop and implement a stormwater management plan, including a TMDL plan, which contains a strategy to meet the municipality's MS4 and TMDL obligations, and it is recognized that the municipal plans will have greater effectiveness if they are coordinated with and incorporated into the TMDL Alternative plan; and

**WHEREAS,** The EPA's New Long-Term Vision for the 303(d) Program allows for alternative approaches to the TMDL that incorporates adaptive management and are tailored to specific circumstances. Counties, Municipalities and Wastewater Treatment Operators have determined that developing a TMDL Alternative Plan in order to satisfy the intent of the EPA-established and proposed TMDL pollutant reductions is a justified and necessary action; and

**WHEREAS,** the Participating Municipalities in Montgomery and Philadelphia County and Wastewater Treatment Operators recognize that watersheds cross municipal boundaries and coordinated planning effort is to the benefit of all participating Municipalities and Counties and that it is in the best interest of their residents to cooperate in the development of a TMDL Alternative, through participation in this collaborative effort.

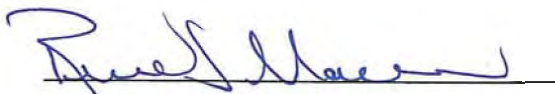
**WHEREAS,** the Municipalities and Wastewater Treatment Plant Operators recognize that the coordination of services would enable each Municipality to minimize the costs of the administration and implementation of a TMDL Alternative Plan; and

**NOW THEREFORE, BE IT RESOLVED** as follows:

The Township of Abington desires to continue participating in the collaborative partnership with other Wissahickon Creek permittees to advance the development of a TMDL Alternative. The Township of Abington hereby authorizes its appropriate officers to enter into a new Intergovernmental Agreement (see attached), which will begin on this date and expire on March 31, 2020 and includes a financial contribution to the Wissahickon Clean Water Partnership not to exceed \$15,000 each from stormwater and wastewater funding.

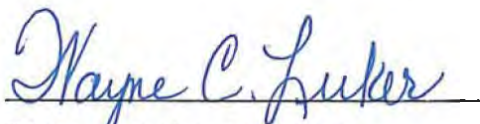
**I HEREBY CERTIFY** that this Resolution was adopted by the Township of Abington at its public meeting held on September 13, 2018.

**ATTEST:**



Richard J. Manfredi  
Township Manager and Secretary

**TOWNSHIP OF ABINGTON**



Wayne C. Luker, President  
Board of Commissioners



**ORDINANCE NO. 2122**  
**Township of Abington**  
**Montgomery County, PA**

**An Ordinance of Township of Abington, Montgomery County, Pennsylvania**  
**adopting the Intergovernmental Agreement for the completion of the Alternative**  
**TMDL Plan for the Wissahickon Creek Watershed**

**Section 1. Conditions of Agreement.**

The Intergovernmental Agreement (Agreement) is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing the Agreement for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), collectively, the "Parties", each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of the Parties is as follows, and shall be updated by Addendum as necessary.

**Municipalities**

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

**Wastewater Treatment Plants:**

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

**Section 2. Duration of the Term of the Agreement**

The duration of the term of the Agreement (Term) shall be two years. The Agreement may be extended by those Parties desiring to participate for an additional term or terms, by resolution.

**Section 3. Purpose and Objectives of the Agreement**

The Agreement is the document by which the Parties signify their commitment to participate in the preparation of the Plan. The goal of the Plan is to improve water quality standards in water bodies throughout the Wissahickon Creek watershed. Further, the Agreement establishes the role and duties of the Parties, the Consultant, the Legal Services Representation, and the Expert Panel Services, and the scope of the Plan, as defined in the Agreement and further outlined in Attachment A of the Agreement.

**Section 4. Manner and Extent of Financing the Agreement**

A fee not to exceed \$6,250 per year shall be provided by each Party. This fee is to cover the costs of Legal Services and Expert Panel Services.

**Section 5. Organizational Structure**

The Plan shall be prepared by the Consultant, with guidance and input provided through a Stakeholder Group and a Management Committee, whose roles are defined in the Agreement.

**Section 6. Real or Personal Property**

The Agreement does not empower any of the Parties, the Consultant, Legal Services Representation, or Expert Panel Services to acquire, manage, license or dispose of any real or personal property related to or in conjunction with the preparation of the Plan.

**Section 7. Contracts**

The Parties entering into the agreement shall be empowered to contract with the Consultant, Legal Services Representation, and Expert Panel Services for services pertaining to the preparation of the Plan and securing approval of the Plan from the US Environmental Protection Agency and the Pennsylvania Department of Environmental Protection.

**Section 8. Effective Date**

The Effective Date of this Ordinance shall be August 11, 2016

**ORDAINED AND ENACTED** by the Board of Commissioners of Abington Township, Montgomery County, Pennsylvania, this 11<sup>th</sup> day of August, 2016.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

By: Wayne C. Luker  
Wayne C. Luker, President

Attest:

Michael LeFevre  
Michael LeFevre, Secretary

**WISSAHICKON CLEAN WATER PARTNERSHIP**

2020 Expense Budget

Consultant	\$/Hour	Estimated Hours	Total Est'd cost for 2020
Environmental Finance Center University of Maryland (Ellen Kohler)	\$ 131.00	75	\$ 9,840.00
Department of Environmental Sciences Temple University (Dr. Toran, Dr. Ryan)	\$ 200.00	20	\$ 4,000.00
Cerulean (Susan Harris)	\$ 70.00	100	\$ 7,000.00
Manko Gold Katcher Fox, LLP	\$ 500.00	550	\$ 275,000.00
Kleinfelder (Ray Ferrara)	\$ 400.00	12	\$ 4,800.00
Wissahickon Valley Watershed Association	See	Proposal	\$ 34,150.00
Montgomery County Planning Commission	See	Proposal	\$ 37,422.00
Land Concepts Group (Rick Collier)	See	Proposal	\$ 4,000.00
		Subtotal	\$ 376,212.00
Municipalities & WWTP's Participating	16	Cost / Municipality =	\$ 23,500.00



**Wissahickon Clean Water Partnership Contract Proposal  
Fall 2019**

**Project Narrative**

The EFC has been supporting the the Wissahickon Clean Water Partnership, a collaboration of the municipalities and other stakeholders in the Wissahickon Creek watershed, since 2016 through funding from the William Penn Foundation that was administered by the Pennsylvania Environmental Council. The Partnership is finalizing a water quality improvement plan (WQIP) to submit to the US Environmental Protection Agency that is designed to address existing impairments in the creek.

The EFC has served on the water quality advisory team (WQAT) for the partnership. We have been providing technical assistance by sharing information about successful multi-municipal collaborations that have formed to address stormwater management, gathering information from the municipalities about their financial needs and concerns, developing locally appropriate recommendations for a funding structure to support the collaboration, and attending partnership meetings to present information and address any questions from partnership members.

The Wissahickon Clean Water Partnership Management Committee (made up of the municipalities) has asked for the continued support and expertise of the EFC in order to assist with initiating the collaborative implementation structure to establish programs, manage project implementation, and fund activities in the transition between planning and implementation. The Partnership has requested a proposal not to exceed \$10,000. The EFC anticipates that this amount will cover staff time for approximately 6 months.

In order to realize implementation of the activities outlined in the WQIP, the Partnership will need to revise the existing intergovernmental agreement (IGA) and initiate the structures and functions outlined in the agreement. Some of these activities will be new for the Partnership and the interactions among the entities addressing the various functions in the IGA will need to be established and normalized. Over the last ten years, the EFC has supported several multi-municipal water quality collaborations during this period of transition from planning to implementation. We are enthusiastic about continuing to support the work of the Wissahickon Clean Water Partnership to build a strong foundation for sustained, successful water quality project and program implementation.

EFC's participation will include the development of proposed funding formulas to be adopted in the IGA, meetings with municipal staff and elected officials about the IGA and the proposed

funding structure, and drafting a proposal to PENNVEST to fund stormwater project implementation across multiple municipalities in the watershed.

### Budget Narrative

The total budget for the proposal is \$9,840. The EFC anticipates the following use for the funds:

#### **Personnel: \$7,031**

- Water Resources Program Director , Ellen Kohler, will spend approximately 15% of her time to provide overall project management and direct technical assistance to the municipalities. This will total \$6,750 over the 6-month contract period.
- Program Assistant, Prince Hunter, will spend approximately 1% of his time providing logistical, budget management, and reporting activities associated with this funding. This will total \$281 over the 6-month contract period.

#### **Benefits: \$2,060**

- This amount includes I benefits for salaried personnel at the University's approved rate of 29.3% for a total of \$2,060.

#### **Travel: \$750**

- Travel costs include mileage and meals for personnel traveling to meetings in the Wissahickon Creek watershed.
- The current University policy for mileage reimbursement is in accordance with federal policy of \$0.58 per mile, and University per diem rates total \$47 per day.

#### **Indirect costs: \$0**

- Overhead is calculated at 0% per a blanket waiver agreement between the University and MAPP regarding work with local governments under \$10,000.

## George Wrigley

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**From:** Laura Toran <ltoran@temple.edu>  
**Sent:** Tuesday, August 27, 2019 7:40 PM  
**To:** George Wrigley  
**Cc:** rjryan  
**Subject:** Re: Wissahickon Clean Water Partnership - 2020 Budget

George

I talked this over with Rob Ryan. We both feel we could meet with the regulators for up to 2 (maybe 3) meetings without billing. This could be accounted on our existing project. If you expect us to attend more meetings (such as planning meetings for the regulators) then we need to talk about billable hours. Typical rates for consulting are around \$200 per hour. You can figure out how many hours you need.

The catch is that classes have started and scheduling is tricky now. Rob has a pretty heavy class schedule except on Thurs. My main class is early in the morning, but I have a lot of other commitments so need to know about scheduling pretty far in advance (3-4 weeks). Thus, even if you have the funds, availability isn't on demand.

Let us know what you have in mind or if you need more information.

--

Dr. Laura Toran, P.G.  
Temple University  
Dept of Earth and Environmental Science  
1901 N 13th St.  
Philadelphia, PA 19122  
215 204 2352  
215 204 3496 (fax)  
[ltoran@temple.edu](mailto:ltoran@temple.edu)

On Mon, Aug 26, 2019 at 10:47 AM George Wrigley <[gwrigley@abington.org](mailto:gwrigley@abington.org)> wrote:

Hi Laura,

The Management Committee Board of Directors is currently working on our 2020 budget to determine the member annual dues needs for 2020. In light of the planned to submit the plan to EPA by October 2019 we anticipate that there will be meetings with EPA and PaDEP to discuss the specifics of the plan and the data / modeling, etc.. To plan for future expenses we are requesting the hourly rate from each of the Water Quality Advisory Team's members that would possibly be requested to attend meetings with EPA and PaDEP to discuss their individual contributions to the plan for data gathering, analysis, modelling, etc..

Thanks for your help,

## George Wrigley

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**From:** Susan Harris <susan@ceruleanenvironmental.com>  
**Sent:** Friday, September 06, 2019 2:51 PM  
**To:** George Wrigley  
**Subject:** RE: Wissahickon Clean Water Partnership - fees

Hi George,

Nice to hear from you. Hope you are doing well.

My hourly rate for 2020 is \$70/hour. I would be glad to help support this effort however is needed.

Thanks,  
Susan

Susan Harris  
Cerulean, LLC  
484-928-0020

**From:** George Wrigley [mailto:gwrigley@abington.org]  
**Sent:** Friday, September 6, 2019 11:34 AM  
**To:** Susan Harris  
**Subject:** Wissahickon Clean Water Partnership - fees

Hi Susan.

The Management Committee Board of Directors is currently working on our 2020 budget to determine the member annual dues needs for 2020. In light of the planned submittal of the QIP to EPA by October 2019 we anticipate that there will be meetings with EPA and PaDEP to discuss the specifics of the plan and the data / modeling, etc.. To plan for future expenses we are requesting the hourly rate from you to possibly attend meetings with EPA and PaDEP to discuss their contributions to the plan for data gathering, projections, etc.. There may also be initial planning meetings held in the 4<sup>th</sup> quarter of 2020 depending on the approval from EPA and the various municipalities.

Thanks for your help,

George Wrigley, Treasurer

DRAFT  
**CONFIDENTIAL AND PRIVILEGED:**  
***Contains Attorney-Client  
Communications and Attorney Work Product***

1. **Securing WQIP Approval from EPA and PADEP** – Most immediately, we will be working with EPA to secure comments, feedback and approval of the WQIP. This is anticipated to require us to engage in ongoing discussions with EPA and PADEP while the agencies review the WQIP. It isn't clear exactly what we can expect from EPA once we submit the WQIP to them on September 30. We are hopeful that EPA will provide substantive feedback on the draft WQIP to which we will have an opportunity to respond. Perhaps there will be additional drafts of the WQIP that will ultimately be prepared in addition to a response to comments. While some of this work may happen in 2019, it's quite likely much will occur in 2020. There is a small chance that they will reject the WQIP outright.
2. **Redrafting the WQIP** – We may need to assist with redrafting the WQIP depending on EPA's and PADEP's responses.
3. **Efforts Related to WQIP Adoption by Municipal Boards** – There may be a role for us to play in helping to educate the Boards about the advantages of adopting the WQIP. This may be as simple as helping to prepare WVWA and the members of the Management Committee who will interface with the Boards with the right information, or as involved as having direct discussions with the Boards.
4. **Identifying Possible Mechanisms for Enforcing the WQIP** – As part of the interactions with the agencies and the Boards, we will need to assist the Management Committee in evaluating potential legal outcomes and possible enforcement mechanisms for the WQIP commitments. While this is likely to be in the form of MS4 permits, there are strategic and legal decisions that will need to be made and advanced with the agencies. This work is likely to be required when the agencies are conducting their initial review of WQIP.
5. **Engineering a Legal Strategy for Possible Delisting of the Wissahickon or Upgrading the Classification** – We have talked about this many times, but it would be advantageous to the Management Committee if we could ultimately engineer a strategy for removing the Wissahickon from the Category 5A designation. This likely would involve more legal research than we've currently done, the development of a position paper/talking points, internal meetings, and meetings with PADEP at the very least.
6. **Assisting with the Preparation of an IGA** – The solicitors will take the lead in putting together the IGA that will be entered into if the WQIP is adopted, but we may be called upon to provide input into this process. The timing of this effort is not yet known.



# Wissahickon Valley Watershed Association - 2020

<b>Estimated Annual Implementation Budget</b>	<b>Expense</b>	<b>Matching Funds*</b>	<b>Management Committee Request</b>
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## General Municipal Support & Collaboration

Most of the time spent working collaboratively to support the Management Committee and individual municipalities will be funded through our WPF grant through 2023

<b>Staff Time</b>	\$20,000	\$15,000	\$5,000
<b>Travel</b>	\$100		\$100
<b>SUB TOTAL</b>	\$20,100	\$15,000	\$5,100

## Public Education and Outreach\*\*

The scope for the education and outreach plan may include activities such as: supporting and providing resources to EACs, workshops for municipal staff, public workshops and programs, outreach & communication campaigns supporting policy, programs, and projects work. highlighting municipal efforts and successes

<b>Staff Time</b>	\$32,000	\$20,000	\$12,000
<b>Materials &amp; Supplies</b>	\$4,000	\$2,000	\$2,000
<b>Travel</b>	\$50		\$50
<b>SUB TOTAL</b>	\$36,050	\$22,000	\$14,050

## Private Landowner Program\*\*

Scope for this plan may include: identifying and partnering with HOA's to retrofit residential retention basins, cultivating partnerships with large and/or tax exempt, private landowners for BMP projects, educating and engaging golf courses in stormwater BMPS, relationship building with private landowners with whom WCWP projects are sited on their property

<b>Staff Time</b>	\$45,000	\$3,000	\$42,000
<b>Materials &amp; Supplies</b>	\$4,000	\$2,000	\$2,000
<b>Travel</b>	\$100		\$100
<b>SUB TOTAL</b>	\$49,100	\$5,000	\$44,100

## Riparian Buffer Program\*\*

WVWA will review the 2010 Wissahickon Creek riparian buffer study conducted by Heritage Conservancy and develop a plan in coordination with the Management Committee for strategic improvements to buffers throughout the mainstem and tributaries

<b>Staff Time</b>	\$6,000	\$1,000	\$5,000
<b>Materials &amp; Supplies</b>	\$200	\$200	
<b>Travel</b>	\$50		\$50
<b>SUB TOTAL</b>	\$6,250	\$1,200	\$5,050

<b>Estimated Total Funding Needed Per Year</b>	<b>\$111,500</b>	<b>\$43,200</b>	<b>\$68,300</b>
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\*We are confident in matching funds through 2023

1/2 = \$34,150

\*\*These activities all require a detailed program plan and scope in order to have an accurate estimate of expense.

## George Wrigley

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**From:** Gail Farmer <gail@wwwa.org>  
**Sent:** Wednesday, October 09, 2019 3:10 PM  
**To:** George Wrigley  
**Cc:** Lindsay Blanton  
**Subject:** Re: Wissahickon Clean Water Partnership - 2020 Budget  
**Attachments:** WCWP implementation budget.pdf

Hi George,

Absolutely.

We are a bit of a different case in that WVWA has funding in place through June 2020. What I have done is draw up a preliminary annual budget for those aspects of our involvement in the implementation of the WQIP that have been discussed. In the attached budget, I have also indicated some other matching funds we will have through 2023.

Please note that we do NOT need all of this funding in 2020, at most, we would need half. Also bear in mind that we will have more precise and finalized budgets for each line item as we draft the more detailed program plans and scopes of work. But the attached should be sufficient for your planning purposes.

Please give me a call if you have questions.

Thanks, George,  
Gail

Gail Farmer  
Executive Director  
Wissahickon Valley Watershed Association  
12 Morris Rd  
Ambler, PA 19002  
215-646-8866  
[www.wwwa.org](http://www.wwwa.org)

*People Benefit When Nature Thrives*



On Wed, Oct 9, 2019 at 11:22 AM George Wrigley <[gwrigley@abington.org](mailto:gwrigley@abington.org)> wrote:

Hi Gail,

**PLANNING ASSISTANCE CONTRACT  
BETWEEN COMMISSIONERS OF MONTGOMERY COUNTY  
AND THE MANAGEMENT COMMITTEE OF THE  
WISSAHICKON WATER QUALITY IMPROVEMENT PLAN**

***THIS CONTRACT*** made the first day of (DATE), between Commissioners of Montgomery County (herein called County) and **The Management Committee of the Wissahickon Water Quality Improvement Plan** (herein called Management Committee).

***WITNESSETH THAT:***

***WHEREAS***, County has created the Montgomery County Planning Commission (herein called MCPC), and

***WHEREAS***, County Resolution 70-3, dated March 11, 1970, established policies for local planning assistance, a cost sharing formula and a schedule of fees and charges by which the services of MCPC's staff was offered to assist the 62 municipalities in the county, and

***WHEREAS***, the Management Committee has requested the MCPC to provide planning assistance under the terms specified herein, and

***WHEREAS***, the County of Montgomery, acting through the MCPC, proposes to render assistance to the Management Committee in the form of technical services as outlined in Exhibit B.

***NOW THEREFORE***, in consideration of the mutual promises hereafter made, the parties hereto, intending to be legally bound under the Uniform Written Obligations Act of the Commonwealth of Pennsylvania, do hereby agree that:

A. MCPC Assistance

1. The MCPC will assign one or more professional planners, and supporting staff, to meet the
2. categories outlined in Exhibit B.

B. Services of Management Committee

1. Officials, employees, staff and members of the planning commission of the Management Committee will cooperate with MCPC in the discharge of its responsibilities hereunder.
2. All pertinent municipal and wastewater treatment plant records and data shall be made available for the use of the MCPC.

C. Schedule of Time and Compensation

1. The established and agreed total cost for the three year contract is **\$113,400, or \$6,670.59 per signatory**. The contract allows for two one-year extensions, at a 1% cost increase per year.
2. The compensation is subject to Resolution ###, Exhibit A.
3. This contract shall become effective on Date, 20XX and shall terminate on Date, 20XX.
4. The Management Committee's payment to MCPC shall not exceed fifty percent (50%) of the total cost as set forth in C.1 above. This includes any federal or state optional funding arrangements equal to the Management Committee' share set forth in Exhibit C.
5. The cost of any printing and publication of major products shall be negotiated on a case-by-case basis.
6. The Management Committee shall each pay MCPC on the following basis:

<u>Date</u>	<u>Amount</u>
April 2020	\$ 1,100.65
October 2020	\$ 1,100.65
April 2021	\$ 1,111.77
October 2021	\$ 1,111.77
April 2022	\$ 1,122.88
October 2022	\$ 1,122.88

D. Miscellaneous

1. Either party may terminate this contract by giving the other at least sixty (60) days written notice thereof, and a pro rata adjustment shall be made based on the compilation of costs incurred and services performed by the MCPC. In the event of cessation of services by the MCPC prior to the termination date in the contract, the MCPC shall be paid for costs and services to the date of such cessation and the MCPC and the County of Montgomery shall, in no event, be liable to Municipality for breach of this contract due to cessation of its services.
2. The scope of work to be done under this contract shall be subject to modifications or supplements upon the written agreement of the duly authorized representatives of the contracting parties. It is the understanding of all parties to this contract that no modification of the program shall be made that would change the total cost unless such changes, including any increase or decrease in the amount of the MCPC's compensation, are mutually agreed upon by and between the parties hereto. Such changes will be accomplished as follows: a) any decrease in the amount of MCPC's compensation shall be incorporated in written amendments to this contract; b) any increase in the amount of MCPC's compensation in excess of \$1500 (i.e. \$3000 total change) shall be incorporated in written amendments to this contract; c) any increase in the amount of MCPC's compensation less than \$1500 (i.e. \$3000 total change) shall be by a letter of intent of a purchase of service (said letter of intent shall be signed by the authorized representative of the Management Committee and by the Director of the MCPC); and d) any substitution or modification of the work items in B. of Exhibit B, not involving a change in compensation, shall be by a letter of intent as set forth in c), herein.

3. The costs of any increases in the scope of work agreed to by the contracting parties in accordance with D.2 shall be calculated on the basis of the per diem rates prevailing at the time said increase is negotiated. Any increase involving the commitment of additional monthly planner-days shall be subject to the availability of said staff time.

MANAGEMENT COMMITTEE

COMMISSIONERS OF  
MONTGOMERY COUNTY

By: \_\_\_\_\_  
Co-Chair, Management Committee

By: \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Co-Chair, Management Committee

Attest: \_\_\_\_\_  
County

Authorized by Resolution # \_\_\_\_\_ of County.  
Adopted \_\_\_\_\_, 20\_\_\_\_\_.

**EXHIBIT A**  
**MONTGOMERY COUNTY PLANNING COMMISSION**  
**FEE SCHEDULE**  
**for**  
**COMMUNITY PLANNING ASSISTANCE CONTRACTS**  
**MCPC RESOLUTION #18-5.1**

The fee schedule breakdown below is based on the “planner-day” which includes planner time, staff coordination and management, all support services, and incidental expenses.

A. Planning Assistance Contract Program 2018-2020 Graduated Fee Schedule:

For the first year of a three-year contract:	<b>Per Planner-Day = \$693.00</b>
For the second year of a three-year contract:	<b>Per Planner-Day = \$700.00</b>
For the third year of a three-year contract:	<b>Per Planner-Day = \$707.00</b>

B. Planning Assistance Contract Program 2018-2020 Flat Fee Schedule:

Per year for a three-year contract:	<b>Per Planner-Day = \$700.00</b>
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C. Letter of Intent Contract Program/Short-Term Contracts and Subpoenaed Appearances:

**Per Planner-Day = \$707.00**

The share of municipal governmental financial commitment shall be 50 percent of the contract’s total cost as shown in Exhibit C.

A minimum number of night meetings will be specified in each contract dependent upon the work program, and they shall be calculated at the rate of two night meetings being the equivalent of one planner-day.

**EXHIBIT B**  
**CATEGORIES OF ASSISTANCE**

A. General Services

1. Meeting Support. A professional planner(s) will be assigned to the Management Committee. The planner(s) will support monthly meetings of the committee as follows:  
  
Correspond with Management Committee members of the date, time, location, and any other aspects of monthly meetings, and other meetings as needed.  
  
Set agenda for meetings in consultation with Management Committee Co-Chairs  
  
Attend meetings and take minutes.  
  
Prepare and distribute meeting minutes to Management Committee members.
2. Grants. At the direction of the Management Committee, the planner(s) assigned to the committee will assist in securing grants to fund Plan implementation activities in coordination with the Wissahickon Valley Watershed Association.
3. General research and project support as needed.
4. If any assistance required by the Municipality exceeds the scope of this contract, it is understood by both the Municipality and MCPC that the costs associated with the work program will be finalized by Letter of Intent.

EXHIBIT C  
 CONTRACT COSTS AND MUNICIPALITIES' SHARE  
 January 1, 2020 – December 31, 2020

	<u>Total Cost</u>	<u>Committee Share (50%)</u>
<u>Year One</u>		
8 Planner Days/Month @\$693/day	\$66,528.00	\$33,264.00
12 Management Committee meetings (2 staff at a rate of (1/2) planner day each per meeting	<u>\$8,316.00</u>	<u>\$4,158.00</u>
<b><i>Year One Total</i></b>	<b>\$74,844.00</b>	<b>\$37,422.00</b>
<u>Year Two</u>		
8 Planner Days/Month @\$700/day	\$67,200.00	\$33,600.00
12 Management Committee meetings (2 staff at a rate of (1/2) planner day each per meeting	<u>\$8,400.00</u>	<u>\$4,200.00</u>
<b><i>Year Two Total</i></b>	<b>\$75,600.00</b>	<b>\$37,800.00</b>
<u>Year Three</u>		
8 Planner Days/Month @\$707/day	\$67,872.00	\$33,936.00
12 Management Committee meetings (2 staff at a rate of (1/2) planner day each per meeting	<u>\$8,484.00</u>	<u>\$4,242.00</u>
<b><i>Year Three Total</i></b>	<b>\$76,356.00</b>	<b>\$38,178.00</b>
<b><i>Total Contract Costs (Years 1-3)</i></b>	<b>\$226,800.00</b>	<b>\$113,400.00</b>
<b>Individual Municipal/WWTP share (Years 1-3)</b>		

Contract has the option for two one-year extensions, (for example 2023 and 2024) at a 1% cost increase each year.

**SUMMARY OF INVOICES**

Year One

Year Two

Year Three



October 24, 2019



**To:** Mark Grey, Co-Chair  
Paul Leonard, Co-Chair  
George Wrigley, Treasurer  
Jay Cruz, Secretary

**From:** Richard Collier, Jr., FAICP, Principal  
LandConcepts Group, LLC

Handwritten initials "RCJ" in black ink.

**Re:** Continuing Assistance Regarding the WQIP

The following is in response to George Wrigley's request for additional information which was originally shared with the Management Committee by a correspondence from Drew Shaw on October 9, 2019. The subject was a request for compensation for my time to continue to work on the WQIP and with the Management Committee as it is obvious there is still much more work to be done beyond the recent EPA submission.

As you know, I have been closely involved with this work from the time of establishing the IGA through preparation of the draft WQIP. I have assisted and participated in most of the PEC team's work and most of the Management Committee meetings. Given my investment thus far, I would like to help see this effort through completion. The majority of my time has been volunteer time, and I find I cannot continue as such and would appreciate having a small budget as part of the overall budget the Committee is preparing.

Most of you know that I am a certified/licensed practicing environmental and land use planner and a principal of LandConcepts Group. My work has included many public and private sector projects in all of the WQIP municipalities and includes many strong working relationships. This work is additional to my WWA roles over the last 20 years which commonly overlap in subject, disciplines, and experience with our practice. As a clarification, I am not proposing to be part of the WWA role going forward or to duplicate efforts, as the WWA leadership and staff are excellent and highly capable. My role as identified in Drew Shaw's memorandum would be, as requested, a continuing role as follows:

- 1) Participating in the Management Committee meetings and collaborating with your legal and advisors
- 2) Assisting with EPA and DEP communications and meetings
- 3) Helping with WQIP revisions related to land use, environmental impact, stormwater management, and implementation including refined and/or revised metrics
- 4) Support of the education process towards implementation
- 5) Coordination with other planners on this project including the County staff

For this participation and work, I am requesting a budget line item for me/LandConcepts Group of \$4,000 per year. Billing would be to the Management Committee and will be limited to this upset limit unless written approval is given for additional time and a revised scope.

Municipality	Impaired Streams (ft)	% impaired streams in municipality	% of watershed impaired streams	Acres in watershed	% Municipality in the watershed	% of watershed acres in municipality	Acres of impervious cover	% Impervious Cover in the municipality	% of watershed impervious cover	WWTP Flow (MGD)	% of watershed WWTP flow	Municipal population in the watershed	% of population in watershed	% of watershed population
Abington Township	8,124	100%	2%	2293	23%	6%	884	39%	9%	2.691	22.40%	23,957	43%	10%
Ambler Borough	8,395	100%	2%	545	100%	1%	284	52%	3%	0.829	7.00%	6,417	99%	3%
Cheltenham Township	53	100%	0%	167	1%	0%	49	29%	1%	0.02	0.20%	1,619	4%	1%
Lansdale Borough	6,159	100%	1%	442	24%	1%	168	38%	2%	0	0.00%	3,540	21%	2%
Lower Gwynedd Township	72,843	100%	16%	5296	88%	13%	1116	21%	11%	2.373	19.70%	11,266	97%	5%
Montgomery Township	5,790	100%	1%	985	14%	2%	396	40%	4%	0.145	1.20%	5,531	21%	2%
North Wales Borough	N/A	N/A	N/A	375	100%	1%	175	47%	2%	0.004	0.03%	3,229	100%	1%
Springfield Township	48,459	100%	10%	4118	95%	10%	1221	30%	13%	2.436	20.30%	19,230	98%	8%
Upper Dublin Township	109,418	98%	23%	7713	90%	19%	2125	28%	22%	2.877	23.90%	24,172	92%	10%
Upper Gwynedd Township	48,012	100%	10%	3186	62%	8%	809	25%	8%	0.118	1.00%	8,265	52%	4%
Whitemarsh Township	54,061	82%	12%	5255	56%	13%	790	15%	8%	0.058	0.50%	6,840	38%	3%
Whitpain Township	21,082	60%	5%	3351	42%	8%	563	17%	6%	0.47	3.90%	8,160	42%	3%
Philadelphia City	83,660	100%	18%	6801	7%	17%	1156	17%	12%			112,100	7%	48%
Totals	466,056		100%	40,527		100%	9,736		100%	12.021	100.13%	234,326		100%

## **WISSAHICKON CLEAN WATER PARTNERSHIP**

Management Committee Minutes

February 13, 2020 8:30 am

Upper Dublin Township Building

### In Attendance

Mary Aversa	Paul Leonard
Jim Blanch	Roman Pronczak
Bill Brown	Drew Shaw
Rick Collier	Dan Shinskie
Jay Cruz	Jason Van Dame
Michael Dillon	Megan Weaver
Brandon Ford	Peter Wilson
Mark Grey	George Wrigley
Alan Guzzardo	Jamie Worman
Sean Halbom	Sean Zhang
Bryan Havir	

### **Approval of the January 9, 2020 meeting minutes**

The minutes were approved as distributed.

### **WQIP Update**

Michael Dillon reported that the EPA is in the process of reviewing the WQIP. While EPA has indicated it will contact DEP to discuss the WQIP, the timing is unclear. Drew Shaw said that DEP had indicated that they will provide comments in writing. Michael sees this as a positive development, and expects comments soon.

### **Contract with Montgomery County Planning Commission**

Mark Grey introduced agenda item #5 for action by the committee. Drew provided the following information:

- The contract between the county and the Management Committee is structured like a three-year planning assistance contract, with two, one-year extensions possible to conform to the five-year permit period.
- The cost to the individual municipalities averages \$2,223.53 per year.
- The contract can be terminated with 60 days' notice.

The proposal to contract with the Montgomery County Planning Commission to provide planning assistance per the contract was approved by voice vote, with none dissenting.

### **IGA subcommittee**

Drew reported on the subcommittee conference call. The subcommittee realizes that the IGA will be influenced by how the EPA decides to regulate the municipalities and WWTPs. The subcommittee discussed costs, assigning responsibility and credit for joint projects, forming a

technical subcommittee to evaluate projects, using area treated to assess projects, and a formula for sharing costs. The subcommittee is currently thinking that:

- Area treated is appropriate for prioritizing projects, assessing their impact, and for assigning municipal responsibility/accountability.
- Partnership administrative costs should be separate from project costs, and should be assessed as a flat fee.
- Some formula with a few significant factors is appropriate for dividing up municipal responsibility for projects.

The subcommittee is currently reviewing data pertaining to the watershed that may be used in the formula that calculates municipal costs.

### **Administrative/Operations actions subcommittee**

Volunteers are needed for the Administrative/Operations actions subcommittee. If interested, please contact Drew Shaw.

### **Piloting the Collaborative Structure**

Ellen Kohler discussed potential collaborative activities. She referred to the chart containing potential BMPs contained in the WQIP, and the cost estimates presented earlier that range from 10 million to 58 million dollars for the first 5 years. The area treated by these BMPs would be approximately 1,000 acres. The use of the area treated metric is appropriate for municipalities to demonstrate their activity, and to assess joint and individual project effectiveness. Jay Cruz said that there needs to be a clear understanding of what area treated means, so that it is applied consistently. He said that area treated is measured by the acre inch, but there is some uncertainty over what constitutes 'treated'.

If a Technical Subcommittee is formed, it could be tasked with evaluating all projects, again for consistency. The EPA might require monitoring to demonstrate effectiveness of our efforts, although DEP guidance discourages monitoring. It assumes a level of efficiency for various BMPs in determining project results. We hope to see an improvement in IBI scores over the implementation period.

Ellen discussed the parameters for implementation costs. The goal for the first 5 years is 1,000 acres treated. If a formula is used to determine cost distribution among the municipalities, WWTP flow discharged to the Wissahickon, impervious acreage, length of impaired streams per municipality, and possibly population. Population is a challenging parameter, since the watershed boundary and the census boundaries do not align. Bill Brown suggested that using both WWTP discharge and population could result in double counting. The municipal boards need to be comfortable with the formula, and it needs to provide sufficient funding. The data for the parameters being considered show significant variability between the municipalities – several municipalities bear most of the burden. We should consider how to reduce the disparity, and also need to consider that some municipalities have significant MS4 responsibilities in other watersheds they're part of. This is something the Technical Subcommittee could do.

The accuracy of the numbers is very important since this will affect the formula. A new, dated spreadsheet will be distributed for the municipalities to confirm the data. The sources of the

information will be provided. When the EPA acts on the WQIP the municipalities should be prepared to begin implementation. Reviewing the data and confirming its accuracy will help. Mark asked if Philadelphia has a model with variable parameters. Jay responded that the city looks at parameters that affect stormwater generation.

The WQIP looks at treatment of runoff from impervious areas. Imperviousness is a main factor, but not the only one that should be considered. Mark pointed out that the Temple study showed variability of the impairment along the stream lengths. He suggested that the formula link the municipalities to their impaired stream segments, possibly by considering the land area contributing to the stream length in the municipality.

Paul asked about enforcement, and what incentives there will be to ensure that the municipalities each fulfil their requirements. Michael suggested that the expectation is that the DEP will use the MS4 permit for the enforcement mechanism.

Ellen reported that PENNVEST funds stormwater projects, and has funded a project in the Whitemarsh portion of the Wissahickon watershed in the past. WWTPs have applied for PENNVEST loans. We may be able to provide them with a list of projects and request a loan to fund them all. This could be useful for larger projects and for municipalities without the funding to complete projects. Some collateral is needed, and a loan agreement is required. The payback period will be passed on the project.

Ellen also mentioned that the National Fish and Wildlife Federation (NFWF) grant period has opened. The Delaware River Conservation Fund had Federal money assigned to the Delaware River basin to complete water quality improvement projects. Applications need to show the project achieves fish and wildlife, and recreational goals. The fund won't pay for meeting regulatory requirements, but will fund the partnership and studies. \$9.5 million dollars has been appropriated for the Delaware. With more money than last year, we have a better chance of success.

The county would be the lead in applying for the grant. There is a 50/50 match. The funds coming in from the municipalities can be used as match to leverage funds. This would be the 30% or so of the budget that is not paying legal fees, and it can include municipal time, going back one year. Given the time and funding constraints, it was suggested that we take a modest approach to applying for the grant this year, and that an annual application become part of the concept of operation for the committee.

It will be important to determine an angle that the NFWF will care about in our application. A proposal for a private landowner riparian buffer program might be successful, along the lines of the TTF's program. Gail pointed out that the watershed is working with landowners along the Sandy Run. Michael added that the Friends of the Wissahickon may be working on a similar program. The county will be putting together a proposal, with assistance from the watershed. Letters of support with an indication of match will be needed. Gail requested that the watershed's role in moving forward be discussed at some time.

**Treasurer's Report**

George Wrigley reported that two invoices have been received for the previous month. The first is from MGKF for \$968.50, and the second is from the University of Maryland for \$1,465.46. Both invoices were approved for payment. The balance stands at \$91,639.42. MGKF has sent a letter to the committee outlining the 2020 rates. Marc Gold's and Michael Dillon's rates are not changing, and MGKF will continue to charge the committee for only one person when both Marc and Michael attend.

George reported that there was pushback from one Abington Township council member over the township paying for it and the WWTP to participate on the committee. It was pointed out that EPA's focus is on both wastewater discharges and the municipal MS4 program, so that both fees are appropriate. Committee members feel that it is important that the committee stay together, and that there may need to be more discussion on this matter. Michael offered to talk to the township if needed.

**Administrative Items**

Drew reminded the committee that the existing IGA expires at the end of March, and that he still has not heard from some municipalities on renewal. He also pointed out that an updated list of representatives and alternates is posted by the sign in sheet, and asked attendees to review the contact information for accuracy.

**Adjournment:**

The meeting adjourned at 9:50 am.

The next meeting is scheduled for March 12, 2020 at 8:30 at Upper Dublin Township.

2/21/2020

**Wissahickon Watershed: Guiding Input For The Contribution Formula**

Municipality	Muni. Area (Acres) in Watershed	Watershed Area (%) in the Muni.	Impervious Cover Area (Acres) of the Muni.'s Watershed Area	Impervious Cover Area (%) of the Muni's Watershed Area	Area (%) of Watershed's Total Impervious Cover	Impaired Wissahickon Stream Length in Muni. (FT)	Proportion (%) of Impaired Wiss. To Non-Impaired Wiss. in Muni.	Total Pop in Watershed Area By Muni.	Proportion (%) of Total Watershed Pop. in Each Muni.	Watershed Treatment Plant Flow (MGD)	Proportion (%) of Total WTP Flow Contributing Watershed
Abington Township	2,307	5.7	889	38.5	8.6	13,390	100	19,376	11.6	2.7	23.0
Ambler Borough	545	1.3	284	52.1	2.7	12,257	100	6,525	3.9	0.8	7.1
Cheltenham Township	88	0.2	49	55.5	0.2	42	100	464	Less than 1	0.0	0.2
Horsham Township	73	0.2	37	50.8	0.4			137	Less than 1	-	-
Lansdale Borough	442	1.1	168	37.9	1.6	6,967	100	3,200	1.9	-	-
Lower Gwynedd Township	5,294	13.1	1,115	21.1	10.8	95,839	100	10,437	6.3	2.4	20.3
Montgomery Township	984	2.4	396	40.2	3.8	8,162	100	3,666	2.2	0.2	1.7
North Wales Borough	375	0.9	175	46.8	1.7			3,250	1.9	0.3	2.6
Springfield Township	4,120	10.2	1,223	29.7	11.8	59,132	100	19,297	11.6	0.0	0.0
Upper Dublin Township	7,712	19.0	2,125	27.5	20.5	145,054	98	23,873	14.3	1.8	15.2
Upper Gwynedd Township	3,187	7.9	809	25.4	7.8	57,693	100	7,709	4.6	2.9	24.6
Upper Moreland Township	23	0.1	13	55.2	0.1			153	Less than 1	0.1	1.0
Whitemarsh Township	5,255	13.0	790	15.0	7.6	70,869	82	12,371	7.4	0.1	0.5
Whitpain Township	3,351	8.3	563	16.8	5.4	28,137	59	6,039	3.6	0.5	4.0
Worcester Township	65	0.2	12	18.8	0.1			70	Less than 1	-	-
City of Philadelphia	6,801	16.6	1,156	17.0	16.8	102,490	100	50,248	30.1	-	-
Totals/Averages*	40,622	100	9,803	24*	100	600,032	95	166,815	100	12	100

The source information has been taken from the most updated publicly available geospatial data sets.

1. Impaired Stream Miles – The impaired stream miles column represents data from the layer entitled Integrated List Non-Attaining 2020 acquired at Pennsylvania Spatial Data Access (PASDA). The list is based off High Resolution National Hydrography Data (NHD) and maintained by the PA DEP, Office of Water Management, Bureau of Water Supply & Wastewater Management, Water Quality Assessment & Standards Division.
2. Impervious Cover – Impervious surface areas were constructed based on data from the layers entitled DVRPC 2015 Impervious Surface - Montgomery County and Philadelphia Impervious Surfaces 2015. The City of Philadelphia impervious coverage area data was provided by PWD.
3. Population – The population column was calculated based on data from the layer entitled ACS Total Population Boundaries 2013-2017 acquired from the Census Bureau's API for American Community Survey. The population was estimated based on the census blocks located in or percentage of census block within the Wissahickon Creek watershed area of each municipality.
4. Wastewater Flow – Wastewater treatment plant flow represents responses of wastewater treatment plant managers to a 2015 survey of sewage facilities completed by the Montgomery County Planning Commission.



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

DATE

PW-07-031220

AGENDA ITEM NUMBER

Engineering

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Second Amendment to Lease Agreement between Township of Abington and Covanta Abington, LLC

**EXECUTIVE SUMMARY:**

On December 11, 2014 the Township of Abington, Board of Commissioners accepted the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station to haul and dispose of the Township's refuse for a period of five (5) years. On December 12, 2019 the Board of Commissioners approved the first amendment to the lease agreement to afford the Township additional time to review proposed alternatives for managing refuse disposal and operation of the transfer station. The first amendment to the lease agreement and this second requested amendment are driven by Covanta no longer finding the current terms financially beneficial to them given the market conditions for trash and recycling.

In order to assure that we have adequate time to secure bids for waste disposal, the hauling of waste and as an alternative continued operation by a third party to operate the transfer station to be used as a bench mark against any alternative, that would include Township operation of the transfer station or hauling to a disposal site, the extension for the lease up to 90 days is necessary and unavoidable. The second amendment to the lease will extend through June 30, 2020 to afford us this time.

**PREVIOUS BOARD ACTIONS:**

At the December 11, 2014 Board of Commissioners Meeting, the Board approved the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station and to haul and dispose of the Township's refuse for a period of 5 years and to approve the Transfer Station Lease Agreement.

**RECOMMENDED BOARD ACTION:**

Motion to approve the Second Amendment to Lease Agreement between Township of Abington and Covanta Abington, LLC for the property located at 995 Fitzwatertown Road, Upper Dublin, PA 19038.



LEASE AGREEMENT BETWEEN TOWNSHIP OF ABINGTON  
AND COVANTA ABINGTON LLC

This AGREEMENT made this 11th day of December, 2014, between the TOWNSHIP OF ABINGTON with a municipal office located at 1176 Old York Road, Abington, Montgomery County, Pennsylvania, 19001 ("ABINGTON") and COVANTA ABINGTON LLC with offices located in Conshohocken, Pennsylvania ("COVANTA").

WHEREAS, COVANTA desires to lease certain premises, described in Exhibit "A" hereto, from ABINGTON, and ABINGTON desires to lease the premises to COVANTA.

WITNESSETH the parties hereto, for and in consideration of the mutual covenants herein contained and intending to be legally bound hereby, do agree as follows:

1. DEFINITIONS: The following words shall be construed in accordance with the following definitions:
  - a. Residential Municipal Waste – any municipal waste including solid, liquid, semi-solid or contained gaseous materials resulting from operation of residential dwellings (except multi-family dwellings) and municipal establishments and community activities, not including sludge.
  - b. Commercial Municipal Waste – any municipal waste including solid, liquid, semi-solid or contained gaseous materials collected by non-governmental haulers from waste generators other than those generating residential municipal waste, not including sludge.
  - c. Transfer Station – the municipal waste transfer station and appurtenant improvements and facilities located on the Premises.
  
2. RENT AND TERM:
  - a. ABINGTON hereby agrees to lease to COVANTA that portion of ground containing approximately 4.7788 acres of its incinerator tract situate on 995 Fitzwatertown Road, Upper Dublin Township, Montgomery County, together with the Transfer Station and all buildings and improvements located thereon, as set forth in a plan attached hereto, made a part hereof and marked Exhibit "A", reserving unto itself a right-of-way easement to its incinerator and garage over roads or driveways shown on Exhibit "A".
  - b. The annual rent shall be Two Hundred Thousand Dollars (\$200,000). The term of this Lease Agreement shall commence on January 1, 2015 and extend for a term of five (5) years. The annual rental shall be increased annually on January 1<sup>st</sup> of each year beginning on January 1, 2016 by three percent (3%). In addition, COVANTA shall pay to ABINGTON on a monthly basis the amount of Five Dollars (\$5.00) per ton of commercial waste brought into the Transfer Station.

- c. OPTION TO RENEW. This Lease Agreement shall be renewed for an additional term of three (3) years at the annual rent specified above, at the mutual, written agreement of both ABINGTON and COVANTA.
- d. ABINGTON has good and marketable fee simple title to the Premises including the Transfer Station and improvements thereon, and shall have ownership of and title to the Transfer Station and all such improvements at all times during and after the term of this Lease.

3. OPERATION OF THE TRANSFER STATION:

- a. COVANTA shall have the right to use the Premises hereunder for the operation of the Transfer Station and to use the garage for maintenance and repair of COVANTA vehicles. COVANTA agrees to comply with all applicable, local, state and federal requirements in its use of the Premises and to obtain any permits which may be required in connection therewith.
- b. COVANTA shall maintain the grounds within the Premises in a clean and sanitary condition, including lawn care, leaf removal, litter and debris removal, tree trimming, and snow removal. COVANTA shall pressure wash the interior and exterior of the transfer station on a semiannual basis. COVANTA further agrees to keep the road and driveways in good maintenance and repair at all times.
- c. COVANTA will maintain the Transfer Station including such ingress and egress as is required for its proper and efficient operation and agrees to remove the snow on the main driveway leading from Fitzwatertown Road to the compactor building. COVANTA shall have the right to make alterations and improvements to the Premises and Transfer Station.
- d. The aggregate maximum annual tonnage of Residential Municipal Waste and Commercial Municipal Waste shall not exceed the daily permitted amount of 940 tons per day or 225,000 tons per calendar year.
- e. COVANTA agrees to require that all municipalities or collectors delivering municipal waste to the Transfer Station and all operators of transfer vehicles to route their trucks over established state highways, reasonably acceptable to ABINGTON when traveling through ABINGTON, and to submit to COVANTA, for its approval, their routes to and from the Transfer Station. COVANTA shall actively enforce its rules and regulations. Should truck routes through ABINGTON require the use of local roads, such usage shall require the approval of ABINGTON. Only waste originating in Pennsylvania municipalities may be brought to the Transfer Station.
- f. Municipal waste shall not be stored in the Transfer Station for more than twenty-four (24) hours.

- g. The Transfer Station shall operate during all permitted operational hours Monday through Friday. Permitted operational hours are presently between 7:00 a.m. and 4:00 p.m. Holidays whereon the Transfer Station will not be in operation will include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, during the Contract period. If an emergency occurs and the Pennsylvania Department of Environmental Protection ("PADEP") approves extending the operating hours, ABINGTON may request that COVANTA operate for the extended time. Operations during the Saturday hours will be at ABINGTON'S sole discretion, except that COVANTA may move trailers on Saturdays if necessary. Maintenance activities may extend beyond operational hours if approved by ABINGTON in writing. Extension of operating hours, aside from the emergencies provided for in the Permit's Operating Plan, shall be by permit modification. Change in operating hours, other than that contemplated by ABINGTON as discussed above, will be by permit modification initiated and paid by COVANTA, and accepted by the Host Municipality (Upper Dublin Township) and ABINGTON.
4. INSURANCE: COVANTA shall furnish certificates of insurance in the company and in a form satisfactory to ABINGTON'S Solicitor evidencing that COVANTA has obtained and is maintaining in effect, Commercial General Liability Policy issued in the name of COVANTA and also naming ABINGTON as an additional insured that will protect ABINGTON against any and all public liability and/or property damages arising out of COVANTA'S operations, in a limit of \$1,000,000.00 with \$4,000,000.00 in excess coverage. The insurance shall be not be cancelled except with thirty (30) days prior written notice to ABINGTON. Cancellation of this insurance shall be considered a default of this Lease Agreement.
5. INDEMNIFICATION, HOLD HARMLESS AND DUTY TO DEFEND:
- a. The parties acknowledge that a Phase I Environment Assessment dated July, 1990, prepared for the Waste System Authority of Eastern Montgomery County by Gannett Fleming, Inc., identifies the possible existence of ash and bypassed waste on or under the ground that is the subject of the Lease Agreement. ABINGTON shall indemnify, hold harmless and defend COVANTA against all and any claims, costs and expenses, including attorney's fees, which may be incurred by reason of any and all claims, environmental mitigation/cleanup orders, liens, penalties, fines and encumbrances of any kind, arising out of or relating to the use of the ground described in Exhibit "A" during the term of this Agreement and any extensions or continuations thereof related in any manner to the Township's prior use of the site .
- b. Except for ABINGTON'S indemnification, hold harmless and duty to defend in Paragraph 6.a., COVANTA and/or the named entity who submitted the 2014 bid for the operation and maintenance of the Transfer Station ("Bidding Entity") shall indemnify, hold harmless and defend COVANTA against any and all claims, costs and expenses, including attorney's fees, which may be incurred by reason of any and all claims, liens, penalties, fines and encumbrances of any kind, arising out of or relating to the use of the Premises during the term of this Agreement and

any extensions or continuations thereof whether arising by act or omission of COVANTA or any person or entity except the act or omission due to the negligence of ABINGTON, its agents or employees, or any person acting pursuant to ABINGTON'S direction or under its control.

6. ASSIGNABILITY: This Lease Agreement is not assignable except to an affiliate of COVANTA without ABINGTON'S prior written consent which consent shall not be unreasonably withheld.
7. QUIET ENJOYMENT: COVANTA shall, subject to the terms of this Lease Agreement, at all times during the term, have peaceful and quiet enjoyment of the Premises.
8. DEFAULT: COVANTA shall not be deemed to be in breach of this Lease Agreement unless it fails to perform any term or condition under this Lease Agreement within thirty (30) days after receipt of written notice from ABINGTON specifying the failure (provided, however, that if such failure is of such a nature that the same cannot be cured within said thirty (30) days, COVANTA shall not be in default if COVANTA has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence). Both COVANTA and the Bidding Entity shall be responsible in the event of a default or breach of this Lease Agreement.
9. CASUALTY: If any part of the Premises is damaged by casualty or other harm other than through the negligence or willful misconduct of COVANTA, its employees, agents, vendors, or subcontractors, COVANTA may terminate this Agreement by providing written notice to ABINGTON, which termination will be effective as of the date of such casualty or other harm. In the event COVANTA elects to rebuild or restore the Premises, all monetary amounts that COVANTA is obligated to pay ABINGTON hereunder shall be abated during the period COVANTA is unable to conduct its operations at the Premises as the result of such casualty or other harm and/or such rebuilding or restoration. Should any damage or harm be caused by the negligent or willful conduct of COVANTA, its employees, agents, vendors or subcontractors, COVANTA will continue to pay all amounts due under this Agreement, and any other binding Contract Document.

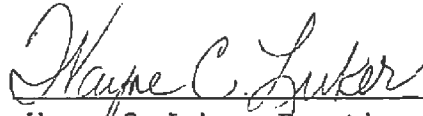
IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed under their official seals the date first above written.

ATTEST:

TOWNSHIP OF ABINGTON



SECRETARY  
Michael LeFevre



Wayne C. Luker, President  
Board of Commissioners

ATTEST:

COVANTA ABINGTON LLC



Vice President

EXHIBIT A

LEASED GROUND PLAN

ALL THAT CERTAIN tract or piece of land situate in Upper Dublin Township, Montgomery County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point, said point being located the following course and distance from a point in the middle of Fitzwatertown Road in the line of land now or late of Royer F. McGlade, Jr. and Elizabeth M. McGlade, thence along the middle of Fitzwatertown Road North 69° 18' East a distance of 277.97 feet to said point of beginning, thence from said point of beginning the following fourteen (14) courses and distances: (1) North 69° 18' East a distance of 184.00 feet to a point; thence, (2) South 66° 34' East a distance of 202.78 feet to a point; thence, (3) South 75° 05' East a distance of 70.00 feet to a point; thence, (4) along the arc of a circle curving to the right, having the radius of 190.00 feet, the arc distance of 197.31 feet to a point; thence, (5) North 74° 25' East a distance of 10.00 feet to a point; thence, (6) along the arc of a circle curving to the right, having the radius of 200.00 feet, the arc distance of 183.26 feet to a point; thence, (7) South 36° 55' 04" West a distance of 155.24 feet to a point; thence, (8) South 70° 48' West a distance of 151.84 feet to a point; thence, (9) North 19° 12' West a distance of 113.00 feet to a point; thence, (10) South 70° 48' 00" West a distance of 64.98 feet to a point; thence, (11) North 19° 12' 00" West a distance of 57.50 feet to a point; thence, (12) North 77° 16' 55" West a distance of 76.60 feet to a point; thence, (13) North 20° 34' 08" East a distance of 22.99 feet to a point; thence, (14) North 19° 12' 00" West a distance of 353.00 feet to a point, said point being the first mentioned point and place of beginning.

CONTAINING 4.7788 Acres.

**BOARD ACTION REQUEST**

**PUBLIC WORKS COMMITTEE**

December 1, 2014

**DATE**

**PW3**

**AGENDA ITEM NUMBER**

**DEPARTMENT**

**AGENDA ITEM**

**TOWNSHIP MANAGER**

Administration

Refuse Disposal  
Transfer Station Operation



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**PREVIOUS ACTIONS**

The Waste System Authority of Eastern Montgomery County will cease operation at the end of this calendar year. Accordingly, the majority of the members municipalities of the authority have jointly sought competitive bids for refuse disposal.

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**RECOMMENDED BOARD ACTION**

Motion to accept the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station and to haul and dispose of the Township's refuse for a period of 5 years.

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**COMMENTS**

The bid specifications called for a five-year agreement with a possible three-year extension at the option of the Township. The bid price per year is as follows:

Year 1	-	\$ 76.04 per ton
Year 2	-	\$ 77.56 per ton
Year 3	-	\$ 79.56 per ton
Year 4	-	\$ 80.69 per ton
Year 5	-	\$ 82.31 per ton
Year 6	-	\$ 83.96 per ton
Year 7	-	\$ 85.64 per ton
Year 8	-	\$ 87.35 per ton

The Township's current price for the hauling and disposal of our Refuse is \$65 per ton.

Edge Hill Road/Tyson Avenue Flood Control/Street Reconstruction Project – PennDOT Transfer Agreement

Commissioner Kalinoski made a MOTION, seconded by Commissioner Zappone to approve the Transfer Agreement No. 57865 with PennDOT for the Edge Hill Road/Tyson Avenue Flood Control/Street Reconstruction Project for a portion of Edge Hill Road S.R. 2034 (Legislative Route 46118) Tyson Avenue S.R. 2036 (Legislative Route 46208) from Jenkintown Road to Easton Road.

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

Commissioner Luker asked for any public comments. There were none.

MOTION was ADOPTED 13-0.

Refuse Disposal/Transfer Station Operation

Commissioner Kalinoski made a MOTION, seconded by Commissioner Spiegelman to accept the alternative bid of Covanta for the operation and maintenance of the Abington Transfer Station and to haul and dispose of the Township's refuse for a period of five (5) years and to approve the Transfer Station Lease Agreement.

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

Commissioner Luker asked for any public comments. There were none.

MOTION was ADOPTED 13-0.

Bid Award for Per Diem Uniform and Accessories

Commissioner Kalinoski made a MOTION, seconded by Commissioner Zappone to accept the lowest responsible bid and enter into a contract with DiGiulio's Clothing and Footwear to provide uniforms and accessories services to the Per Diem Union employees. Each qualified employee is eligible for \$475 in value toward the purchase of uniforms and accessories as stated in the Per Diem Union Contract. Funds for the purchase of the uniforms are part of each department's budget.

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

Commissioner Luker asked for any public comments. There were none.



## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment is dated as of DECEMBER 12, 2019 and amends the Lease Agreement dated as of December 11, 2014 (the "Agreement") by and between Covanta Abington, LLC and the Township of Abington.

The terms used herein with the initial letter capitalized, unless otherwise defined herein, shall have the meanings therefore set forth in the Agreement.

THEREFORE, in consideration of their mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Agreement as follows:

The following changes are effective as of January 1, 2020:

1. Section 2(b) is hereby deleted and replaced with the following:

The annual rent shall be one dollar (\$1.00). The term of this Lease Agreement shall commence on January 1, 2015 and continue through March 31, 2020.

2. Section 2(c) is hereby deleted.

3. Section 3(f) is hereby deleted and replaced with the following:

All Commercial Municipal Waste and Residential Municipal Waste shall be stored in accordance with the Transfer Station's permits and all applicable laws.

All terms and conditions set forth in the Agreement not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to Lease Agreement the date first above written.

### TOWNSHIP OF ABINGTON

By:

Name:

Title:

Wayne C. Luter  
WAYNE C. LUTER  
PRESIDENT

### COVANTA ABINGTON, LLC

By:

Name:

Title:

Thomas M. Buckley  
VP

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment is dated as of February 20, 2020 and amends the Lease Agreement dated as of December 11, 2014 and First Amendment to Lease Agreement dated as of November 14, 2019 (together, the “*Agreement*”) by and between Covanta Abington, LLC and the Township of Abington.

The terms used herein with the initial letter capitalized, unless otherwise defined herein, shall have the meanings therefore set forth in the Agreement.

THEREFORE, in consideration of their mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Agreement as follows:

1. The term of this Lease Agreement is hereby extended through June 30, 2020.
2. Effective as of April 1, 2020, Section 3(f) is hereby deleted and replaced with the following:

Covanta shall provide routine daily maintenance of the Transfer Station and Abington shall provide long term maintenance of the Transfer Station, including any stationary equipment replacement, repair or refurbishment with a cost in excess of \$2,500; Covanta shall be responsible for replacement, repair or refurbishment of stationary equipment where the cost of each such replacement, repair or refurbishment is \$2,500 or less. Stationary equipment shall include any stationary waste handling equipment, grounds and facilities structural items, and mechanical items. Covanta shall maintain the grounds within the Premises in a clean and sanitary condition, including lawn care, leaf removal, litter and debris removal, tree trimming and snow removal. Covanta shall pressure wash the interior and exterior of the Transfer Station as needed and mutually agreed upon. Covanta shall be responsible for all expenses related to mobile equipment. All Commercial Municipal Waste and Residential Municipal Waste shall be stored in accordance with the Transfer Station’s permits and all applicable laws.

All terms and conditions set forth in the Agreement not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment to Lease Agreement the date first above written.

### TOWNSHIP OF ABINGTON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COVANTA ABINGTON, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

*DATE*

Public Works

*DEPARTMENT*

PW-08-031220

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Resolution No. 20-013 A Resolution Authorizing the Signature of Right Of Way Plans for Transportation Set Aside Project and Proposal for Engineering Design Services - Supplemental 1.

**EXECUTIVE SUMMARY:**

Abington Township has developed a Master Bike Plan for a multimodal trail to be constructed to provide connections to Alverthorpe Park and the existing trail system. Portions of the Trail will be constructed within areas of right-of-way of Washington Lane, Greenwood Avenue, and Jenkintown Road and areas of easements which the Township intends to acquire from owners of real property along the subject roadways.

**PREVIOUS BOARD ACTIONS:**

**RECOMMENDED BOARD ACTION:**

Motion approving Proposal for Engineering Design Services - Supplement 1. and to adopt Resolution No. 20-013 Authorizing the Signature of Right Of Way Plans for Transportation Set Aside Project

**ABINGTON TOWNSHIP  
RESOLUTION NO. 20-013**

**A RESOLUTION OF ABINGTON TOWNSHIP, COUNTY OF MONTGOMERY,  
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE SIGNATURE OF  
RIGHT OF WAY PLANS FOR TRANSPORTATION SET ASIDE PROJECT**

WHEREAS, the Township has developed a master bike plan for a multimodal trail (the "Trail") to be constructed to provide connections to Alverthorpe Park and the existing trail system (the "Trail Project"); and

WHEREAS, portions of the Trail will be constructed within areas of right-of-way of Washington Lane, Greenwood Avenue, and Jenkintown Road and areas of easements which the Township intends to acquire from owners of real property along the subject roadways; and

WHEREAS, the Township's engineering consultant, McMahon Associates, Inc., has prepared the attached right of way plans titled, "Drawings Authorizing Acquisition of Right of Way for State Route 2021 Section JEN R/W" consisting of 10 sheets (the "Right of Way Plans") which must be approved by the Pennsylvania Department of Transportation ("Penn DOT") before the Township may negotiate to acquire the necessary easements for construction, maintenance and installation of the Trail; and

WHEREAS, before PennDOT can approve the Right of Way Plans, they must be approved and signed by the Board of Commissioners;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Abington Township that the Township approves the Right of Way Plans and authorizes the President of the Board of Commissioners to sign the same prior to submission to PennDOT.

IN WITNESS THEROF, I affix my hand and attach the seal of the Abington Township Board of Commissioners this 12<sup>th</sup> day of March 2020.

ABINGTON TOWNSHIP

\_\_\_\_\_  
John L. Spiegelman, President  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Richard Manfredi,  
Township Manager & Secretary



McMAHON ASSOCIATES, INC.  
835 Springdale Drive, Suite 200  
Exton, PA 19341  
p 610-594-9995 | f 610-594-9565

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE  
John S. DePalma  
Casey A. Moore, P.E.  
Gary R. McNaughton, P.E., PTOE  
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.  
R. Trent Ebersole, P.E.  
Matthew M. Kozsuch, P.E.  
Maureen Chlebek, P.E., PTOE  
Dean A. Carr, P.E.  
Jason T. Adams, P.E., PTOE  
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

February 17, 2020

Mr. Richard J. Manfredi, Township Manager  
Abington Township  
1176 York Road  
Abington, PA 19001

RE: **Proposal for Engineering Design Services – Supplement 1**  
Washington Lane Drainage and Sidewalk (Phase 2 & 3), Abington Trail Transportation  
Alternatives Set-Aside (Phase 4) and Jenkintown Road and Meetinghouse Road Intersection  
(Phase 5) Projects  
Abington Township, Montgomery County, PA  
McMahon Project No. 818187.2A

Dear Mr. Manfredi:

McMahon Associates, Inc. is pleased to submit this supplemental proposal to complete additional engineering services associated with the Phase 2, 3 and 4 projects and for completing the engineering for the Phase 5 project, which was not included in our original proposal. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. For the purpose of this supplemental proposal, the scope of services for the additional engineering are as follows:

**Scope of Services for Phase 2, 3 and 4**

**Task 1 – PCSM Design for Trail** – The proposed 10' wide trail will require the installation of multiple Post Construction Stormwater Management (PCSM) features such as infiltration facilities along the limits of the project to meet the requirements of the NPDES permitting regulations. The design of these facilities will be in accordance with all applicable sections of the PADEP Erosion and Sediment Pollution Control Program Manual, dated March 2012 and the Pennsylvania Stormwater Best Management Practices Manual, dated December 2006. In addition, other stormwater management and green street publications from the Philadelphia Water Department will be utilized as a good engineering resource. The design of these facilities will require stormwater infiltration testing. For the purpose of this proposal, we will use Ingram Engineering to complete the testing work. A total of twelve (12) tests will be needed. In addition to the design, PCSM Plans and calculations will be prepared and submitted with the NPDES Permit Application.

**Task 2 – Additional Bid Documents** – The stormwater and sidewalk improvements will be constructed in three phases. Phase 1 will be along Washington Lane from Red Rambler Road to Autumn Road. This was completed under our original contract. Phase 2 will include Washington Lane from Vernon Road to the existing outfall on Greenwood Avenue. This work will be included in the Plans, Specification and Estimate (PS&E) package for the Trail Transportation Alternatives Set-Aside project (Phase 4), which will be bid through PennDOT’s ECMS. Phase 3 will be along Washington Lane from Red Rambler Road to Newbold Road. As a result, two separate bid packages (Phase 1 and Phase 3) will be required. In addition, Phase 2 will be included with the ECMS bid package mentioned above.

**Task 3 – Subsurface Utility Exploration (SUE)** – Based on the findings of the topographic survey, detailed field view and review of utility as-built drawings, twenty-eight (28) test pits will be required along the limits of both projects to determine the horizontal location, depth and size of the existing utilities that will be in conflict with the proposed drainage facilities. For the purpose of this proposal, we will use Trinity Subsurface Engineering, LLC to complete the SUE work. Prior to the SUE work, McMahon will provide preliminary test pit mapping and stakeout the test pits in the field so that Trinity Subsurface Engineering, LLC can conduct the work. Please note that the SUE work will include traffic control, locating the utility with a GPR, core bore, vacuum excavation and pavement restoration.

### **Scope of Services for Phase 5**

Based on current project funding, the improvements will follow PennDOT’s Highway Occupancy Permit (HOP) process. The proposed intersection improvements are summarized below.

- Widen the north side of Jenkintown Road to provide a 200-foot eastbound left-turn lane and a 75-foot westbound left-turn lane.
- Widen the west side of Meetinghouse Road to provide a 150-foot southbound right-turn lane and to replace the existing concrete sidewalk.
- Adjust the existing horizontal curve along Jenkintown Road at Greenwood Avenue to provide a softer radius and improvement sight distance. The new alignment will shift the curve to the south, up to the line of utility poles that were recently relocated.
- Close Greenwood Avenue at Jenkintown Road by removing a small portion of the existing pavement. The existing Right-of-Way and the majority of the existing cartway and access to Meetinghouse Road will be maintained.
- *The following improvements will be incorporated into the plans, but the design of these items is included under a separate proposal, previously approved by the Township.*
  - Provide a multi-use trail along the north side of Jenkintown Road between Greenwood Avenue and Meetinghouse Road.
  - Provide a new traffic signal and new ADA curb ramps.

**Task 1 – Additional Topographic Survey** – The majority of the topographic survey needed to design for the improvements identified above has already been obtained under a separate proposal, previously approved by the Township. However, additional survey is needed at the southwest corner of Jenkintown Road and Greenwood Avenue in order to adjust the existing horizontal curve. The specific work to be completed for this task will include the field work and CAD drafting for that area.

**Task 2 – Highway Occupancy Permit (HOP) Plans (1<sup>st</sup> Submission)** – The specific work to be completed for this task will include the design of the proposed intersection improvements described above and preparation of the HOP submission package. The HOP submission package will include plans for construction, design reports, supporting analysis, and documentation. The Highway Occupancy Permit Plans will be prepared in accordance with **Pennsylvania Code Title 67, Transportation, Chapter 441, “Access to and Occupancy of Highways by Driveways and Local Roads”, Publication 282, “Highway Occupancy Permit Handbook”, Publication 13M, “Design Manual (Part 2)”, and any available District 6-0 Highway Occupancy Permit procedures and guidelines.** The HOP submission package will include the following:

#### Highway Occupancy Permit Plans

- Intersection improvement (geometric) plans, drawn to 1"=25' scale
- Intersection grading plans, including bottom of curb and edge of pavement elevations for the proposed pavement widening and intersection radii adjustments
- Roadway profile for Jenkintown Avenue and Meetinghouse Road
- Roadway drainage requirements, including existing drainage features, proposed drainage swales, proposed inlet and pipe layout, pipe profiles, adjacent site stormwater management facilities (basin/underground storage and outlet structure) and standard details, as necessary
- Typical roadway sections, indicating lane and shoulder widths, pavement structure type and depths based on available PennDOT plans and RMS data
- Cross-sections at 50-foot intervals (1"=5' scale)
- List of standard details from PennDOT RC-drawings and appropriate construction notes
- Maintenance and protection of traffic plans (*Publication 213 figures only*)
- Pavement marking and signing plans
- Truck turning templates at the intersection
- Standard District 6-0 HOP notes and sight distance analysis
- Engineer's opinion of construction cost estimate (based on the approved HOP plans or when requested by you). *Additional cost estimates can be prepared, as requested, at an additional fee.*

#### Design Analysis and Reports

- **Pavement Design** – This project will be classified as a medium impact project, and therefore a Pavement Design Report will be prepared in accordance with the **PennDOT Pub. 242, “Roadway Management Manual”** and the **Highway Occupancy Permit Pavement Design Guidelines, August 2006.** McMahon will have our pavement testing sub-consultant, Ingram



Engineering Services, Inc., obtain cores to determine the existing pavement composition and CBR values of the existing subgrade soils within the project limits. Upon receipt of the pavement information, McMahon will prepare a pavement design report to determine the required pavement section for the proposed pavement widening. *The core boring and CBR testing work (\$7,300) will be invoiced as a separate line item.*

- **Roadway Drainage Report** – McMahon will design additional roadway drainage facilities and modifications to the existing facilities along the site frontage, as needed, based on PennDOT's stormwater criteria. The design analysis will include drainage area/runoff calculations, inlet spread analysis, capacity calculations for existing and proposed swales and storm pipe, as necessary in order to meet PennDOT's requirements.

McMahon will complete a Roadway Drainage Report for submission to PennDOT and the Township addressing stormwater along the roadways within the project limits. The report will include all calculations described above.

**E&S and Post Construction Stormwater Management** – The preparation of an Erosion and Sediment Pollution Control (E&SPC) Plan and NPDES permit application are not included in this proposal. Based on our preliminary calculations, this intersection project will be under one acre of disturbance and therefore will not require an NPDES permit. *If the removal of Greenwood Avenue pavement is added to the project scope, it would push the total disturbance over one acre. If this work is required, then an addendum proposal will be provided for you approval (potential cost of \$20,000 to \$40,000 of E&S Plans, stormwater management BMP design, and NPDES permitting).*

### **Task 3 – Applications, Coordination and Standard PennDOT Documentation**

McMahon will assist with required Highway Occupancy Permit documentation as described below.

- **PennDOT Electronic Permitting System (EPS)** – On November 1, 2011, PennDOT implemented a new web-based HOP application system. All HOP plans, reports and documentation will need to be uploaded electronically to the EPS. The applicant will need to complete PennDOT's **M-950AA "Applicant's Authorization for Agent to Apply for Highway Occupancy Permit"** Form. Additionally, the applicant must apply for a **Business Partner ID (BPID)** prior to the issuance of the Highway Occupancy Permit. The BPID will be used in the establishment of a billing account for the invoicing of construction inspection costs. McMahon will assist with the registration and submission process.
- **Stormwater Facility Maintenance Policy** – A recent PennDOT policy change now requires that the municipality and the HOP applicant be co-applicants on a separate Stormwater HOP application when modifying subsurface drainage facilities within State Right-of-Way. The new drainage facilities are the primary responsibility of the local government to continually

maintain or replace. McMahon will prepare and forward the Drainage HOP application to the Township for signature.

This task also includes the preparation of a separate Stormwater HOP Plan set, which is required by PennDOT before the permit is issued. The Stormwater HOP plans will be prepared and submitted to PennDOT after all technical comments on the proposed roadway improvements have been addressed.

- **Adjacent Property Owner Coordination** – Notification will be necessary to adjacent property owners where the roadway improvements occur along their frontage. McMahon will prepare the notification letters for your review and McMahon will send them to the property owners via certified mail. **Property owner Permission will be needed from the owners at the intersection where there is a proposed auxiliary lane along their frontage.** McMahon will prepare the required sign off documents and forward to you for execution and coordination with the owners.

**Right-of-Way Plans and Easement Coordination** – Based on the current survey and Right-of-Way research, it appears that the proposed improvements may be constructed within the existing Legal Right-of-Way. Therefore, this proposal assumes that no Right-of-Way acquisition/dedication or easements will be required. However, if required by PennDOT, McMahon can provide a scope of services and fee estimate. *Additionally, please be aware that PennDOT may require a full set of Right-of-Way Plans in accordance with their standards for any new Right-of-Way along West Baltimore Avenue at the end of the construction. McMahon can provide a scope of services and fee estimate at this time if needed.*

#### **Task 4 – Utility Coordination**

McMahon will notify the Pennsylvania One Call System of design and construction activity for the project and will send plans and request markups and as-built plans from utilities with involvement at this location. As utility plans are received, they will be checked against the field data to verify utility locations and will then be plotted on the project construction plans. During the design phase of the project, we will attempt to avoid utility conflicts with the resources that are available to us. Our office will identify all known utilities that will need to be relocated to the best of our ability. Additional subsurface utility information at this intersection will be obtained under a separate proposal, which is concurrently being provided to the Township.

**Based on our preliminary research, the proposed widening will impact at least two (2) major utility poles and one (1) guy pole.** For this task, McMahon will work with the facility owners (i.e., PECO Electric, Verizon, Comcast, etc.) for their relocation design and the required relocation fees. McMahon will forward the relocation documents to you for execution. Please note that payment is typically required before the relocation work to be scheduled and performed by the utility company. If there are facilities that cannot be relocated and a roadway design change is required, McMahon will coordinate

with you to discuss the redesign and determine the scope of services and fee required to revise the plans.

Since it is difficult to determine the level of effort required to coordinate with each facility owner, the services described in this task are on a time-and-materials, estimate basis. At the approach of the limit, we will contact you to determine if authorization for further services are necessary. McMahon will send a utility status update once the Highway Occupancy Permit is issued. At that point, the client, their construction manager or their contractor will need to take on any remaining utility coordination that may be necessary to finalize relocation contracts or schedule relocation work.

#### **Task 5 – HOP Revisions**

Our office anticipates that three (3) resubmissions to PennDOT will be necessary. The specific work to be completed for this task will include coordinating with PennDOT District 6-0's Engineering and Permits Units throughout the resubmissions to discuss plan and report information required as part of the HOP application. This will include coordination (written and verbal correspondence) with units such as Traffic, Operations, Drainage, Right-of-Way and Plans. McMahon will copy Lower Merion Township on all HOP submissions. Upon receipt of review comments from PennDOT and the Township, we will coordinate with you to determine the necessary scope and fee to revise and resubmit the plans.

#### **Task 6 – Bid Document Preparation**

The specific work to be completed for this task includes the preparation of bid documents for the intersection improvements. The bid documents will include all general and technical specifications and special provisions. The specifications will be in accordance with PennDOT's Publication 408 and any applicable Township standards. Other bidding tasks to be completed by our office will include preparation of the legal advertisement for prospective bidders for placement in the local newspaper, issuance of any addenda to prospective bidders (if necessary), responding to contractor questions, conducting bid opening and evaluating bids, engineer's recommendation to the Township for the bid award and issuance of Notice of Award and Notice to Proceed letters to the contractor. McMahon will also estimate bidding quantities and provide the Township with .PDF files of all plans, specifications and bidding documents for use with Pennsylvania's electronic document and bid management program, PennBid. In addition, this task includes coordination with PennDOT District 6-0 during the bidding stage, construction oversight for the traffic signal installation and final traffic signal acceptance including any revisions to the permit plan.

For Phase 5, this proposal does not include design related to any major design revisions, detailed traffic analysis, structural design, culvert modifications, coordination with property owners, preparation of plats and legal descriptions, wetland delineation, environmental studies or permits, stormwater management design, erosion and sediment pollution control plans, soil testing for infiltration, subsurface utility exploration work, preparation of utility HOPs and utility relocation engineering. *These services can be provided by McMahon under a separate proposal.*

*In addition, construction administration, inspection and survey during construction and design revisions during construction services is not provided in this proposal for Phases 2, 3, 4 and 5. These services can be provided by McMahon under a separate proposal, after project approvals and construction funding is secured. At that time, the associated inspection requirements can be determined.*

*Fee*

Based on the scope of services described above, our fee for the above tasks is as follows:

**Phases 2, 3 and 4**

Task 1 – PCSM Design for Trail.....	\$ 35,500
Stormwater Infiltration Testing (Ingram).....	\$ 11,500
Task 2 – Additional Bid Documents.....	\$ 20,000
Task 3 – Subsurface Utility Exploration (SUE).....	\$ 4,500
SUE (Trinity).....	\$ 29,250
	<b>SUBTOTAL..... \$100,750</b>

**Phase 5**

Task 1 – Additional Topographic Survey.....	\$ 6,900
Task 2 – HOP Submission (1 <sup>st</sup> Submission).....	\$ 48,700
Task 3 – Project Documentation.....	\$ 3,500
Task 4 – Utility Coordination.....	\$ 4,500*
Task 5 – HOP Revisions.....	\$ 21,900*
Task 6 – Bid Document Preparation.....	\$ 5,000
Pavement Cores and CBR Testing.....	\$ 7,700
	<b>SUBTOTAL..... \$ 98,200</b>

**\*We have provided an estimated fee for budgeting purposes as the level of work is unknown at this time. If there are changes to the fee, we will contact you for authorization of the additional fees prior to continuing the project.**

Reimbursable expenses, such as travel and reproduction, will be billed in addition to the fee above. Meetings, as necessary, including meetings with the Montgomery County Conservation District, PennDOT, PADEP and utility companies, will be invoiced on a time and materials basis in accordance with our Standard Provisions for Professional Services (attached). Supplemental services not specifically described above, including but not limited to the exclusions listed above and conference calls, meetings, hearings, etc., are not included in the scope of this proposal, but will be provided, as necessary and as authorized, on a time-and-materials basis. Please refer to our attached Standard Provisions for Professional Services.

### *Timing*

McMahon is prepared to immediately begin working on the supplemental services upon your written authorization to proceed by returning this agreement with an authorized signature. The anticipated schedule for the Highway Occupancy Permit submission process (Phase 5) is approximately six to twelve months minimum, based on previous experience with PennDOT on similar type projects. Please note that there are many items that will require project team coordination from you and your legal counsel throughout the project. Issuance of the Highway Occupancy Permit and the project schedule will be dependent on the extent of the review comments, coordination with outside agencies and the chance for unforeseen circumstances.

### *Conditions*

This agreement hereto sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings whether written or oral with respect to the subject matter hereof and may not be altered, modified, changed, amended or waived in any manner, except in a writing signed by all of the parties hereto. The conditions of this agreement call for the execution of this contract with the understanding that **Invoices for services will be submitted monthly and are payable within 30 days of issuance.** All invoices not paid within 30 days are subject to a 1.5% monthly interest charge, and all projects with overdue balances exceeding 90 days will be subject to a stoppage of all work. Any changes in the specific work program described above will result in an adjustment of the conditions and fees.

If the terms of this contract, as contained herein, and in the attached Standard Provisions for Professional Services are agreeable to you, please execute both copies of the agreement below in the space provided and return one signed copy to our office. If you should have any questions, or require further information, please feel free to contact me at 610-594-9995, ext. 5129.

Sincerely,



Stephen C. Giampaolo, P.E.  
Senior Project Manager

Phase 2, 3 and 4:	_____
Phase 5:	_____

SCG/smd  
Attachments

**Accepted by Abington Township:**

**I have reviewed all terms of this contract, and I am authorized to sign in the space below for execution of this contract.**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MCMAHON ASSOCIATES, INC.**  
**STANDARD PROVISIONS FOR PROFESSIONAL SERVICES**  
**ABINGTON TOWNSHIP**  
**2020**

**SERVICES**

McMahon Associates, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon Associates, Inc. staff to this project computed to the nearest one-half hour.

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Senior Project Manager	\$170
Project Manager/Survey Chief	\$155
Senior Project Engineer	\$135
Project Engineer	\$120
Staff Engineer/Party Chief	\$100
Technician/Word Processor/Survey Tech	\$80
Field Personnel	\$50

**TERMS**

1. **Invoices** – Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses. Payment is due to McMahon Associates, Inc. within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. **Rates** – Principal and Associate time will be billed at a rate of **\$195** per hour, when involvement is requested by the client, or project needs dictate. The above billing rates are for invoices payable by the municipality.
3. **Confidentiality** – Technical and pricing information in this proposal is the confidential and proprietary property of McMahon Associates, Inc. and is not to be disclosed or made available to third parties without the written consent of McMahon Associates, Inc.
4. **Commitments** – Fee and schedule commitments will be subject to renegotiation for delays caused by the client's failure to provide specified facilities or information, or any other unpredictable occurrences.
5. **Expenses** – Automatic Traffic Recorder equipment usage will be billed at \$25.00 per 24-hour count. Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include sub-consultants, reproduction, postage, graphics, and reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long distance phone charges between McMahon Associates offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
6. **Attorney's Fees** – In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney's fees at both the trial and appellate levels.
7. **Ownership and Use of Documents** – All original drawings and information are to remain the property of McMahon Associates Inc. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
8. **Insurance** – McMahon Associates, Inc. will maintain at its own expense Workman's Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
9. **Termination** – This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
10. **Binding Status** – The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

DISTRICT	COUNTY	TOWNSHIP	BOROUGH	ROUTE	SECTION	TOTAL SHEETS
6-0	MONTGOMERY	ABINGTON		2021	JEN R/W	10

MPMS NO. 110778

**ABINGTON TOWNSHIP  
DRAWINGS AUTHORIZING ACQUISITION  
OF  
RIGHT-OF-WAY  
FOR**

STATE ROUTE 2021 SECTION JEN R/W  
IN MONTGOMERY COUNTY  
FROM STA 210+00.00 TO STA 211+73.00 LENGTH 165.89 FT 0.031 MI

ALSO  
TOWNSHIP ROUTE WASHINGTON LANE  
FROM STA 123+65.00 TO STA 125+24.59

THIS PLAN PREPARED PURSUANT TO SECTION 2003(e) OF THE ADMINISTRATIVE CODE, AS AMENDED, 71 P.S. SECTION 513(e), AND SECTION 302(b)(3) OF THE EMINENT DOMAIN CODE, 26 Pa.C.S., SECTION 302(b)(3)

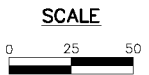
**SR 2021**

**DESIGN DESIGNATION**

HIGHWAY CLASSIFICATION URBAN MINOR ARTERIAL  
ROADWAY TYPOGRAPHY COMMUNITY ARTERIAL  
(SUBURBAN NEIGHBORHOOD)  
DESIGN SPEED 35 MPH  
PAVEMENT WIDTH 24'-27'  
SHOULDER WIDTH 1'-3'  
BIKE LANE N/A

**TRAFFIC DATA**

CURRENT ADT 9,524 (2021)  
DESIGN YEAR ADT 10,072 (2041)  
DHV 1,007  
D 55%  
T 1%



COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY SS BEFORE ME, A NOTARY PUBLIC, PERSONALLY CAME _____ KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSON WHO HAS BEEN AUTHORIZED BY WRITTEN DELEGATION WITNESS THE SIGNATURE OF THE ABINGTON TOWNSHIP OFFICIAL, ON PLANS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY BY THE TOWNSHIP, AND AS SUCH AUTHORIZED REPRESENTATIVE ACKNOWLEDGED THE WITHIN PLAN, COMPRISING <u>10</u> SHEETS, TO BE AN OFFICIAL PLAN OF THE TOWNSHIP AND DESIRED THAT THE SAME BE RECORDED AS SUCH. WITNESS MY HAND AND NOTARIAL SEAL	RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN <u>MONTGOMERY</u> COUNTY, PA. IN INSTRUMENT # _____ WITNESS MY HAND AND SEAL OF OFFICE _____ DATE _____ RECORDER _____
--	--

PREPARED BY:  
MCAHON ASSOCIATES INC  
425 COMMERCE DRIVE  
FORT WASHINGTON, PA 19034

\_\_\_\_\_  
KENNETH SWIFT, P.L.S.  
DATE: \_\_\_\_\_

PREPARED BY:  
MCAHON ASSOCIATES INC  
835 SPRINGDALE DRIVE, SUITE 200  
EXTON, PA 19341

\_\_\_\_\_  
STEPHEN C. GIAMPAOLO, P.E.  
DATE: \_\_\_\_\_

RECOMMENDED DATE: \_\_\_\_\_  
DISTRICT EXECUTIVE \_\_\_\_\_  
RESOLUTION NUMBER: \_\_\_\_\_  
APPROVED DATE: \_\_\_\_\_  
(BOARD OF COMMISSIONERS PRESIDENT)



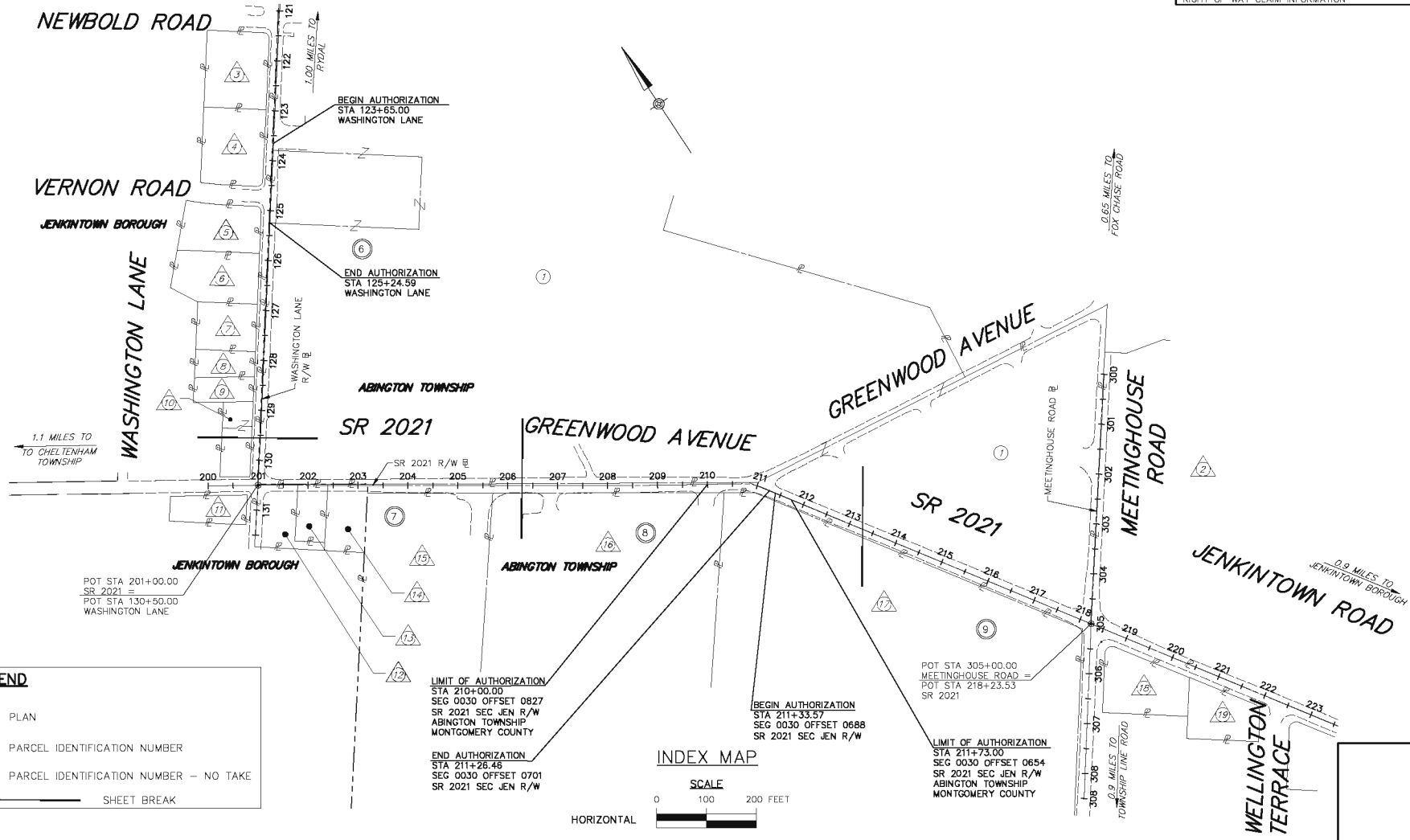
**TABULATION OF PROPERTY OWNERS**

① JOHN BARNES TRUSTEE INC.	⑧ H. WILLIAM LOESCH AND PATRICIA LOESCH	⑭ CHRISTOPHER J. DIVALENTINO	⑲ PLAZA UNIT ACQUISITION LP
② ABINGTON TOWNSHIP	⑦ STEPHEN L. CONWAY AND MICHELLE P. MCKIERNAN	⑬ MIDGARD PROPERTIES, LP	⑰ JOHN BARNES TRUSTEE INC.
③ VISION OF HOPE BAPTIST CHURCH	⑤ KATHRYN M. VANCE	⑬ MIDGARD PROPERTIES, LP	⑱ MICHAEL T. CAMERON AND KAREN A. CAMERON
④ SEAN P. KILKENNY AND BETSY M. KILKENNY	⑨ INVESTOR PROPERTY SOLUTIONS, LLC	⑰ WENDY E. BROWDER	⑲ JULIE A. THOMAS AND MARTIN J. THOMAS
⑤ LISA TREADWAY KURTZ	⑩ WILLIAM J. MCMAHON AND NICOLE L. MCMAHON	⑱ DEVELOPMENT UNIT ACQUISITION LP	

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	2 OF 10
ABINGTON TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

**SHEET INDEX BLOCK**

DESCRIPTION	SHEET
TITLE SHEET	1
INDEX MAP	2
GENERAL NOTES AND LOCATION MAP	3
TYPICAL SECTIONS	4-5
PLAN SHEETS	6-9
RIGHT OF WAY CLAIM INFORMATION	10



**PUBLIC UTILITIES**

PENNSYLVANIA ONE CALL SYSTEM, INC.  
 SERIAL NUMBER:  
 20183191391,  
 20183191392,  
 20183191408,  
 20183191407

ABINGTON TOWNSHIP  
 1178 OLD YORK ROAD,  
 ABINGTON, PA 19001  
 (267) 536-1029  
 ATTN: RICHARD MAFFPEDI  
 MANAGER

AQUA PENNSYLVANIA INC  
 782 W. LANCASTER AVENUE  
 BRYAN MAWR PA 19010  
 (610) 645-4203

JOE STEINHILSER  
 PROJECT COORDINATOR

COMCAST CABLE COMMUNICATIONS  
 2320 TREMONT ROAD  
 LEVITTOWN, PA 19055  
 215-918-3131

MIKE KIMBERLY  
 CONSTRUCTION MANAGER

CROWN CASTLE

2000 CORPORATE DRIVE  
 CANONSBURG, PA 15317  
 724-418-2373  
 ATTN: JARED KOST  
 ASSET SPECIALIST

JENKINTOWN BOROUGH

700 SUMMIT AVENUE  
 JENKINTOWN, PA 19046  
 (215) 885-0700  
 ATTN: GEORGE LOCKE

PECO ENERGY COMPANY

1060 W. SWEDSFORD ROAD  
 BERYWN, PA 19312  
 (610) 725-7129  
 ATTN: BILL HENSIL  
 PROGRAM MANAGER

VERIZON PENNSYLVANIA, INC

1050 VIRGINIA DRIVE, 4TH FLOOR  
 FORT WASHINGTON, PA 19034  
 (215) 991-8495  
 ATTN: LAURA LIPPINCOTT  
 SECTION MANAGER

LIMIT OF AUTHORIZATION  
 STA. 210+00.00  
 SEG 0030 OFFSET 0627  
 SR 2021 SEC JEN R/W  
 ABINGTON TOWNSHIP  
 MONTGOMERY COUNTY

LIMIT OF AUTHORIZATION  
 STA. 211+73.00  
 SEG 0030 OFFSET 0654  
 SR 2021 SEC JEN R/W  
 ABINGTON TOWNSHIP  
 MONTGOMERY COUNTY

**SUMMARY OF PROJECT COORDINATES**

TIED TO THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)

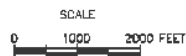
ROUTE	STATION	POINT	COORDINATES		BEARING
			NORTH	EAST	
SR 2021 JEN R/W	200+00.00	POT	288,186.3376	2,703,054.7534	S57°48'29"E
	201+00.00	PI	288,132.9126	2,703,139.3491	
	206+89.84	PC	287,808.0747	2,703,631.4390	S56°34'14"E
	208+79.33	PI	287,703.5686	2,703,789.7531	
	210+89.01	PRC	287,602.9556	2,703,950.5695	S57°58'08"E
	210+80.18	PI	287,591.7238	2,703,868.5224	
	211+10.75	PRC	287,574.1763	2,703,990.3611	S34°03'16"E
	212+58.22	PI	287,452.0015	2,704,082.9598	
	214+05.68	PT	287,330.0465	2,704,145.8657	S34°12'28"E
	226+00.00	POT	288,342.3425	2,704,817.3142	

ROUTE	STATION	POINT	COORDINATES		BEARING
			NORTH	EAST	
WASHINGTON LANE R/W	117+86.89	POT	288,171.7148	2,703,882.4860	S35°57'09"W
	124+72.03	POT	288,500.9023	2,703,478.4670	S35°51'39"W
	129+50.00	POT	288,213.5418	2,703,198.4678	
	131+50.00	POT	288,052.2490	2,703,080.2054	S38°14'58"W

NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) PLACES.



LOCATION MAP



LEGEND

PROJECT	—————
STATE HIGHWAY	—————
LOCAL ROADS	—————
MUNICIPAL BORDER	—————
WATER WAY	—————
NO DETOUR	—————

**SUMMARY OF REQUIRED RIGHT-OF-WAY**

**BREAK POINT COORDINATES**

NOT APPLICABLE

**SUMMARY OF CONTROL POINT COORDINATES**

TIED TO THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)

POINT	DESC.	ELEVATION	COORDINATES		STATION	OFFSET
			NORTH	EAST		
9	MAG NAIL	295.37	287883.5590	2703848.9880	209+40.87	74.46 LT.
11	MAG NAIL	297.12	287382.3412	2704147.9803	213+80.18	18.90 LT.
13	MAG NAIL	301.25	286896.1063	2704414.1942	218+32.71	34.17 LT.
17	MAG NAIL	303.17	288128.6078	2703713.8337	200+80.26	16.35 RT.
18	MAG NAIL	308.22	288258.9923	2703282.5497	128+74.84	24.74 LT.
20	REBAR	301.19	288139.4044	2703331.1319	202+55.84	110.52 LT.
21	MAG NAIL	314.05	288564.9785	2703486.1430	124+96.65	27.25 LT.
106	REBAR	296.65	287662.4403	2704018.8390	211+40.95	23.71 LT.

NOTE: FOUR (4) PLACE COORDINATES ARE USED FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO (2) PLACES.

**TABULATION OF SEGMENT EQUALITIES**

SR 2021	
SEG 0030 OFF 0827	= STA. 210+00.00
SEG 0030 OFF 0727	= STA. 211+00.00
SEG 0030 OFF 0654	= STA. 211+73.00

**TABULATION OF OVERALL AND AUTHORIZATION LENGTH**

LOCATION	STATION TO STATION	OVERALL LENGTH		AUTHORIZATION LENGTH	
		FEET	MILES	FEET	MILES
SR 2021	STA. 210+00.00 TO STA. 211+73.00	173.00	0.033		
	STA. 210+00.00 TO STA. 211+26.46			126.46	0.024
	STA. 211+33.57 TO STA. 211+73.00			39.43	0.007
	TOTAL	173.00	0.033	165.99	0.031

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
B-0	MONTGOMERY	2021	JEN R/W	3 OF 10
ABINGTON TOWNSHIP				
DATE	BY			

**GENERAL NOTES**

THE LEGAL RIGHT OF WAY FOR SR 2021, FORMERLY KNOWN AS LR 48157, FROM STATION 201+00.00 TO STATION 219+00.00 IS VARIABLE IN WIDTH FROM 63' TO 104' BASED ON DRAWINGS AUTHORIZING CONDEMNATION OF RIGHT OF WAY OF LEG. ROUTE 48157 SECTION 1 R/W SIGNED ON MARCH 18, 1969 AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE IN HIGH WAY PLAN BOOK 24 PAGE 51.

THE LEGAL RIGHT OF WAY FOR WASHINGTON LANE FROM STATION 123+00.00 TO STATION 130+50.00 IS VARIABLE IN WIDTH FROM 33' TO 83' BASED ON DRAWINGS AUTHORIZING CONDEMNATION OF RIGHT OF WAY OF LEG. ROUTE 48157 SECTION 1 R/W SIGNED ON MARCH 18, 1969 AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE IN HIGH WAY PLAN BOOK 24 PAGE 51.

THE LEGAL RIGHT OF WAY FOR MEETINGHOUSE ROAD FORMERLY KNOWN AS LR 48100, FROM STATION 303+00.00 TO STATION 308+00.00 IS VARIABLE IN WIDTH FROM 72'-76' BASED ON DRAWINGS AUTHORIZING CONDEMNATION OF RIGHT OF WAY OF LEG. ROUTE 48157 SECTION 1 R/W SIGNED ON MARCH 18, 1969 AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE IN HIGH WAY PLAN BOOK 24 PAGE 51.

THE HORIZONTAL CONTROL FOR THIS PROJECT IS BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD83) SOUTH ZONE.

THE VERTICAL CONTROL FOR THIS PROJECT IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1888 (NAVD88).

THE COMBINED SCALE FACTOR IS 0.989978858

THERE ARE NO NAVIGABLE STREAMS WITH THE PROJECT LIMITS.

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEY RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

SIDEWALK EASEMENT AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF A SIDEWALK. THIS EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.

ALL CURVE DATA IS BASED ON THE ARC DEFINITION UNLESS OTHERWISE INDICATED.

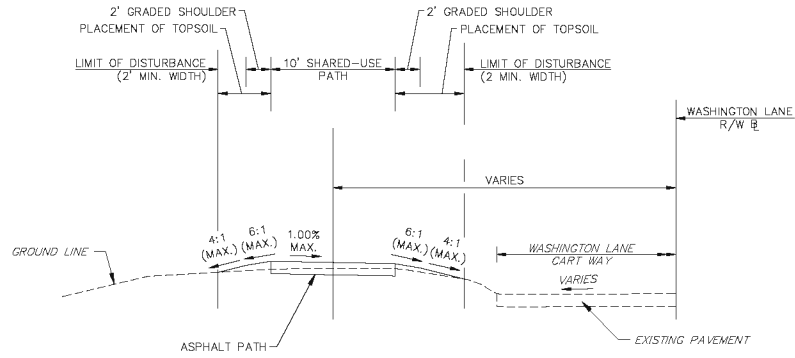
INDICATES THE SLOPE LIMIT

THE HALF CIRCLED NUMBER INDICATES A SCALED DIMENSION

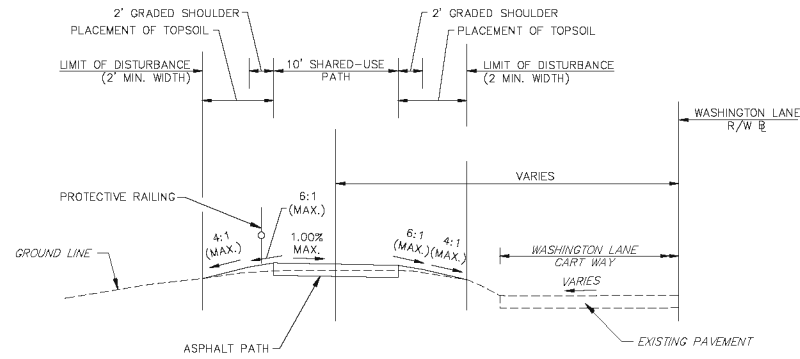
THE FILING OF THIS PLAN IS NOT A CONDEMNATION OF THE PROPERTIES DESIGNATED THEREIN AND DOES NOT IN ANY MANNER WHATSOEVER RESTRICT THE USE OR DISPOSAL THEREOF. AUTHORIZATION TO CONDEMN UNDER THIS PLAN EXTENDS FOR ONLY ONE YEAR FROM THE DATE OF THE BOARD OF COMMISSIONERS PRESIDENT'S SIGNATURE INITIALLY AUTHORIZING ACQUISITION OR SUBSEQUENTLY REVISING THE PLAN OR REAUTHORIZING ACQUISITION THEREUNDER.

ALL REQUIRED RIGHT-OF-WAY FOR THIS PROJECT SHALL BE ACQUIRED IN FEE SIMPLE UNLESS OTHERWISE NOTED. IF ANY, NOT TO BE ACQUIRED IN FEE SIMPLE SHALL BE ACQUIRED IN THE LESSER ESTATE OR INTEREST NOTED ON THE PLAN SHEET.

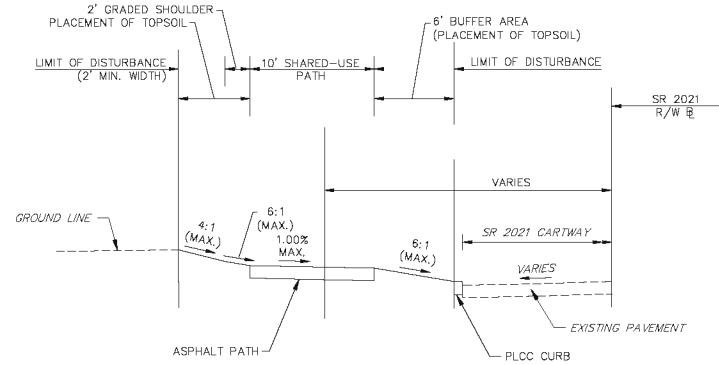
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	4 OF 10
<b>ABINGTON TOWNSHIP</b>				
REVISION NUMBER	REVISIONS	DATE	BY	



**TYPICAL SECTION**  
 SHARED-USE PATH ADJACENT TO WASHINGTON LANE  
 STA. 124+55.18 TO STA. 125+26.82  
 NOT TO SCALE



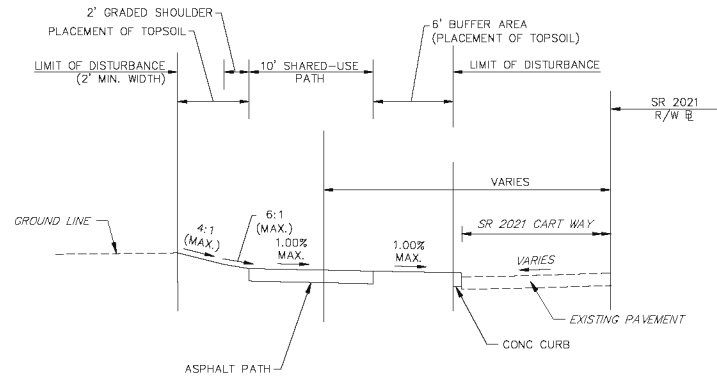
**TYPICAL SECTION**  
 SHARED-USE PATH-ADJACENT TO WASHINGTON LANE  
 STA. 125+26.82 TO STA. 129+55.80  
 NOT TO SCALE



**TYPICAL SECTION**  
 SHARED-USE PATH ADJACENT TO SR 2021  
 STA. 201+96.08 TO STA. 206+89.64  
 NOT TO SCALE

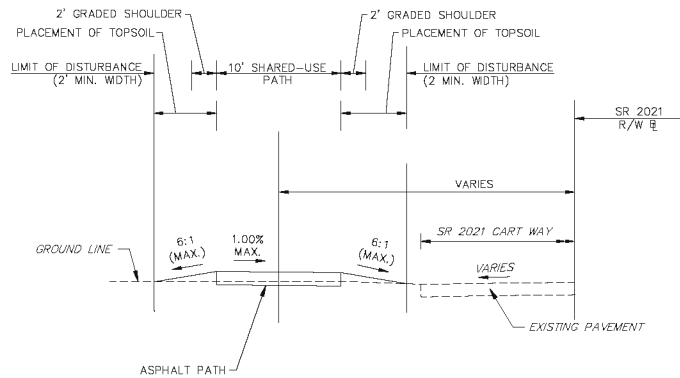
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DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	5 OF 10
<b>ABINGTON TOWNSHIP</b>				
REVISION NUMBER	REVISIONS	DATE	BY	



**TYPICAL SECTION**

SHARED-USE PATH ADJACENT TO SR 2021  
 STA. 206+89.64 TO STA. 210+79.72  
 NOT TO SCALE



**TYPICAL SECTION**

SHARED-USE PATH ADJACENT TO SR 2021  
 STA. 211+35.37 TO STA. 217+86.54  
 NOT TO SCALE

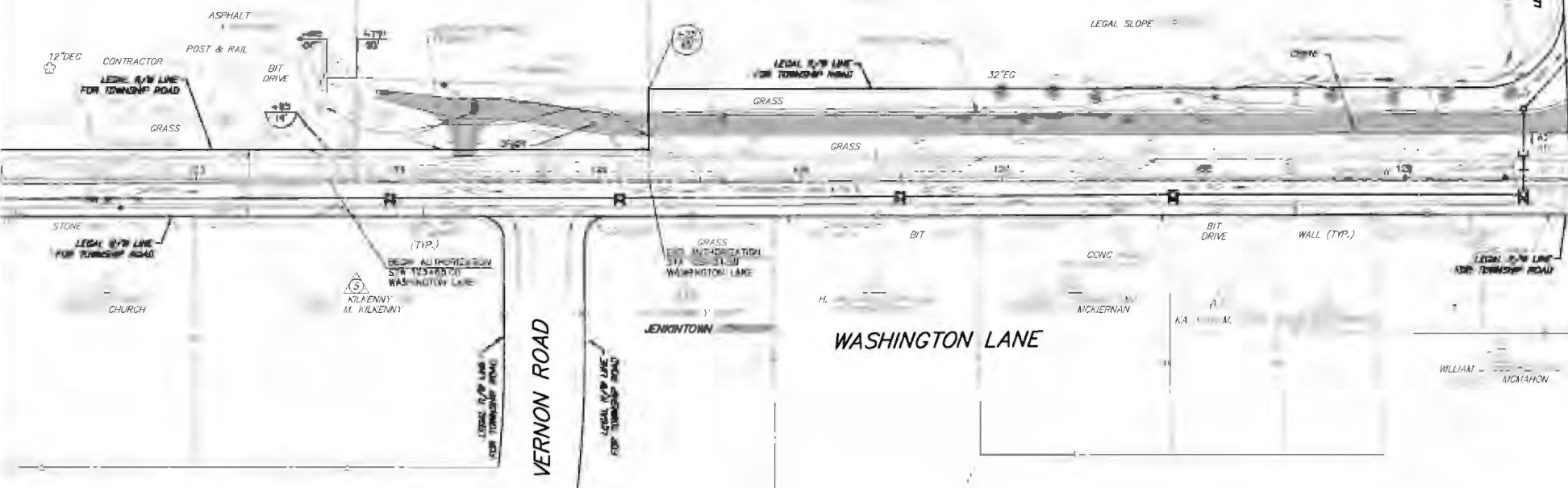
--	--

DATE	DESCRIPTION



**WASHINGTON LANE**  
 PI STA 124+72.63  
 Δ=179°54'30"

ABINGTON TOWNSHIP



CONTINUED ON SHEET 7

**LEGEND**



**NOTE**

1. ALL WALLS SHALL BE CONCRETE ON FOUNDATION.  
 2. ALL WALLS SHALL BE 8" THICK.  
 3. ALL WALLS SHALL BE FINISHED WITH STUCCO.  
 4. ALL WALLS SHALL BE PAINTED.

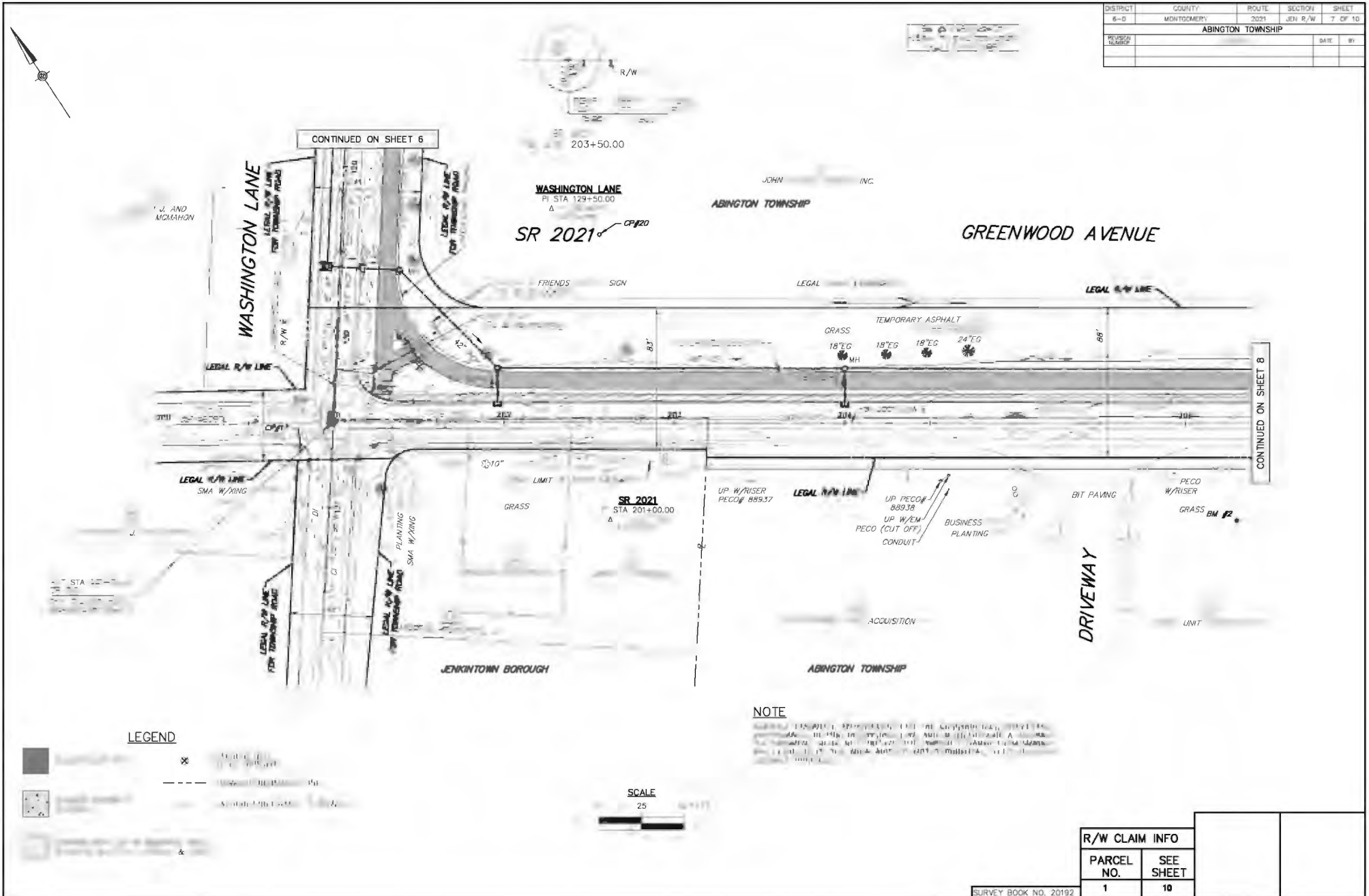
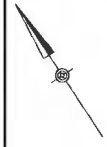
SCALE 50



**R/W CLAIM INFO**

PARCEL NO.	SEE SHEET
1	10


DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	7 OF 10
ABINGTON TOWNSHIP				
PERSONAL NUMBER				DATE
				BY

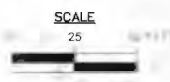


CONTINUED ON SHEET 6

CONTINUED ON SHEET 8

**LEGEND**

	Utility Marker
	Legal Right-of-Way Line
	Acquisition Line



**NOTE**  
 ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE SURVEYOR HAS NOT TESTED THE DEPTH OR LOCATION OF UTILITIES. THE USER OF THIS SURVEY SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF UTILITIES PRIOR TO ANY CONSTRUCTION. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGE TO UTILITIES OR OTHER PROPERTY CAUSED BY THE USER OF THIS SURVEY.

R/W CLAIM INFO	
PARCEL NO.	SEE SHEET
1	10

SURVEY BOOK NO. 20192

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	8 OF 10
ABINGTON TOWNSHIP				
PERSONAL NUMBER	DATE	BY		

SR 2021

SCHOOL DRIVEWAY

GREENWOOD AVENUE

GREENWOOD AVENUE

PLAZA DRIVEWAY

SR 2021  
PI STA 208+79.33  
Δ 379.37'

SR 2021  
PI STA 212+58.22  
Δ 000'09"13" |  
147.47'  
294.93'

SEG 0030 OFFSET 0827  
SR 2021 SEC JEN R/W  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY

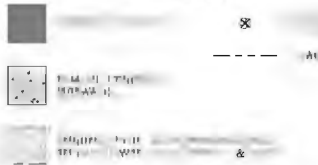
END AUTHORIZATION  
PI STA 214+11.33  
SEG 0030 OFFSET 0701  
SR 2021 SEC JEN R/W

END AUTHORIZATION  
PI STA 214+11.33  
SEG 0030 OFFSET 0688  
SR 2021 SEC JEN R/W

SR 2021  
PI STA 211+73.00  
Δ 21.18'  
2.22'

END AUTHORIZATION  
PI STA 211+73.00  
SEG 0030 OFFSET 0654  
SR 2021 SEC JEN R/W  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY

LEGEND



NOTE

THIS PLAN IS FOR THE CONSTRUCTION OF THE GREENWOOD AVENUE, PLAZA DRIVEWAY, SCHOOL DRIVEWAY AND THE INTERSECTION OF GREENWOOD AVENUE AND SCHOOL DRIVEWAY. THE LEGAL R/W LINES ARE SHOWN AS DASHED LINES AND THE LEGAL SLOPES ARE SHOWN AS SOLID LINES. THE LEGAL R/W LINES ARE TO BE SET OUT AND THE LEGAL SLOPES ARE TO BE PAVED.



R/W CLAIM INFO

PARCEL NO.	SEE SHEET
1	10

SURVEY BOOK NO. 20192

CONTINUED ON SHEET

CONTINUED ON SHEET

PROJECT NO.	DATE	SCALE
POLYCON TOWNSHIP		
ASST. ENGR.	DATE	SCALE



**SR 2021**  
 PI STA 212+58.22  
 Δ 000°09'13"  
 Δ 147.47'  
 Δ 294.93'

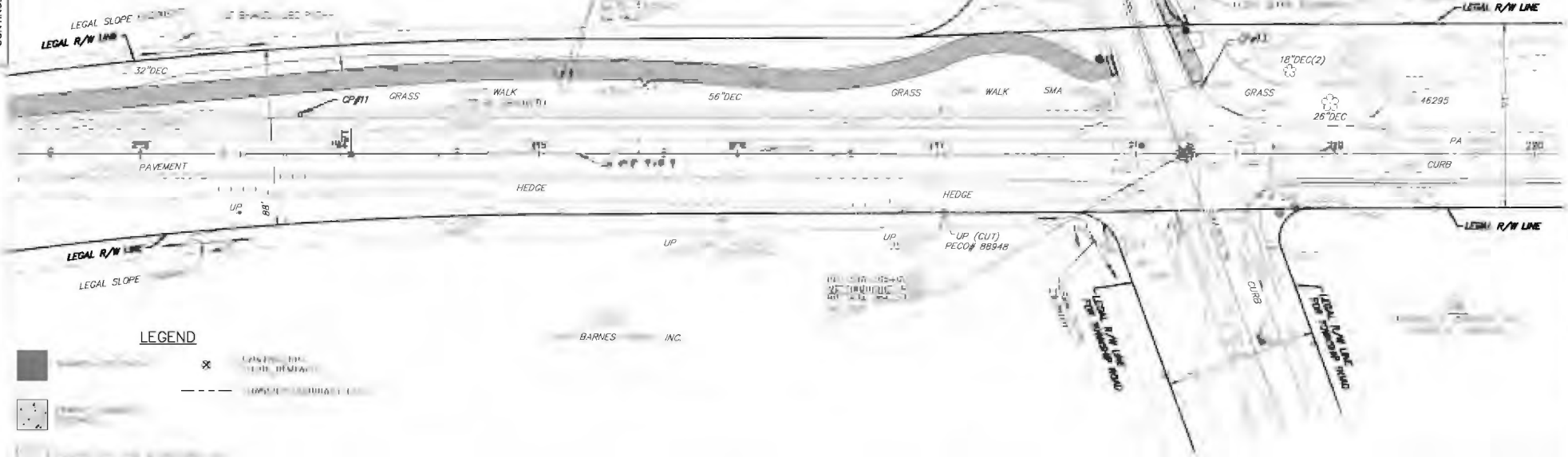
**MEETINGHOUSE ROAD**  
 PI STA 305+00.00  
 Δ 179°15'21"

CONTINUED ON SHEET

**SR 2021**

**JENKINTOWN ROAD**

**MEETINGHOUSE ROAD**



**LEGEND**

- LEGAL R/W LINE
- LEGAL SLOPE
- PAVEMENT
- GRASS
- WALK
- SMA
- HEDGE
- UP (CUT) PECO# 88948
- CURB
- ART CENTER SIGN
- LEGAL R/W LINE (MEETINGHOUSE ROAD)

**SCALE**  
25

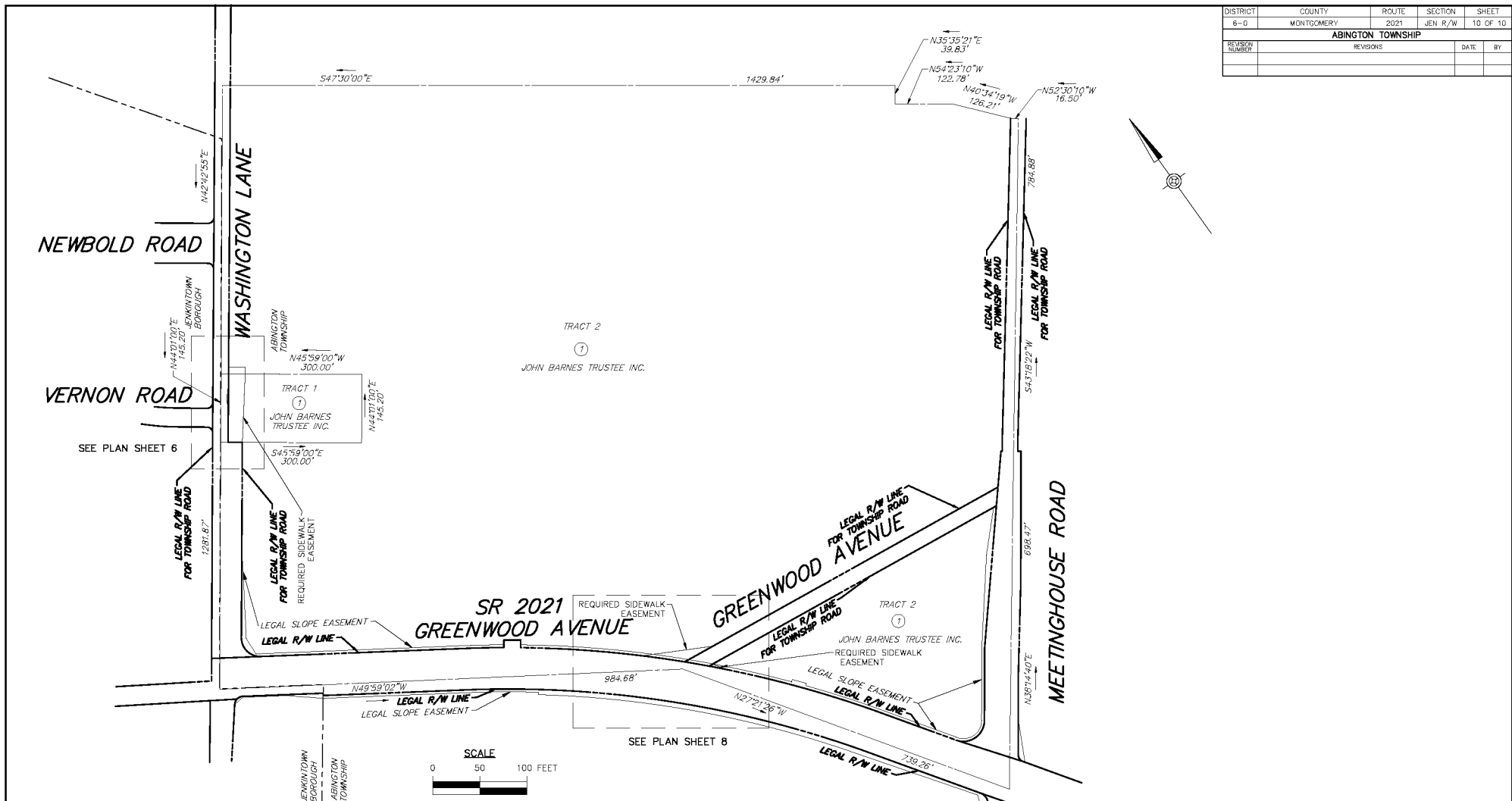


R/W CLAIM INFO	
PARCEL NO.	SEE SHEET
1	10

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DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	MONTGOMERY	2021	JEN R/W	10 OF 10
<b>ABINGTON TOWNSHIP</b>				
REVISION NUMBER	REVISIONS	DATE	BY	



THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

SIDEWALK EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION, AND ALTERATION OF A SIDEWALK. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO ITS USE FOR SIDEWALK PURPOSES.

RIGHT-OF-WAY CLAIM INFORMATION					
STATE ROUTE <u>SR 2021</u> SEC. NO. <u>JEN R/W</u> ABINGTON TOWNSHIP MONTGOMERY COUNTY					
PARCEL NO. <u>1</u>		SHEET NO. <u>6-9</u>		CLAIM NO. _____	
PROPERTY OWNER(S) <u>JOHN BARNES TRUSTEE, INC.</u>					
GRANTOR(S) <u>JENKINTOWN MUSIC SCHOOL (TRACT 1); ELIZABETH H. FETTER, ELIZABETH T. TAYLOR AND CAROLINE T. HENDRICKSON, SURVIVING TRUSTEES OF THE MONTHLY MEETING OF FRIENDS HELD AT ABINGTON, PENNSYLVANIA (TRACT 2)</u>					
TRACT 2	TRACT 1	AREAS	ACRES	REQUIRED AREA (TYP.)	SQ. FT./ACRES
DEED BOOK <u>2056</u>	DEED BOOK <u>3779</u>	DEED		SIDEWALK ESMT	<u>7,231 / 0.166</u>
PAGE <u>463</u>	PAGE <u>183</u>	CALCULATED	<u>50.199</u>	TRAFFIC SIGNAL ESMT	<u>0</u>
DATE OF DEED <u>12/28/1949</u>	DATE OF DEED <u>8/17/1972</u>	ADVERSES		TEMP CONSTR ESMT	<u>0</u>
DATE OF RECORD <u>2/10/1950</u>	DATE OF RECORD <u>8/16/1972</u>	LEGAL R/W	<u>4.455</u>	TOTAL RECD R/W	<u>0</u>
CONSIDERATION <u>\$1.00</u>	CONSIDERATION <u>\$1.00</u>	EFFECTIVE	<u>45.744</u>	TOTAL RECD R/W	<u>0</u>
TAX STAMPS _____	TAX STAMPS _____	TOTAL RESIDUE	<u>45.744</u>	RESIDUE LT	<u>0</u>
		RESIDUE RT		RESIDUE RT	<u>0</u>
				VERIFICATION DATE	<u>2/18/2019</u>
				DRAWN BY	<u>McMahon Associates</u>



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

February 24, 2020

DATE

PW-09-031220

AGENDA ITEM NUMBER

Administration

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2020 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT PROGRAM

**EXECUTIVE SUMMARY:**

Abington Township is seeking funding through the Montgomery County 2040 Implementation Grant for the installation of nearly 3 miles of bicycle signage and markings from Keswick Village to the Fairway, and improvements to the round-about located at Cheltena and Rodman Avenues.

These improvements have been identified by both Abington Township and Montgomery County as priorities in the Abington Master Bicycle Plan (2016), Walk, Park, Train Abington (2017), Walk Montco (2016) and Bike Montco (2018). Improvements include providing an important connection from Glenside to the Fairway area through bicycle signage along Keswick Avenue, Weldon Avenue, Wharton Road, Baeder Road and the Fairway, with the proposed installation of 52 signs and 130 pavement markings. Additionally, the route provides an important connection to the existing trail on Valley Road.

The upgrade of the roundabout at the intersection of Rodman and Cheltena Avenues includes a narrower cartway, improved signage, pavement markings and redesigned splitter islands to increase pedestrian, bicyclist and vehicle safety of those trying to access the community including SEPTA's Noble station and the Fairway.

These improvements will enhance safety and access amongst pedestrians, bicyclists, transit users and vehicles to business districts within the Township and community assets, such as the Noble Train Station. It will bring economic benefits to both the Keswick Village area and Baederwood area through enhanced accessibility.

**PREVIOUS BOARD ACTIONS:**

N/A

**RECOMMENDED BOARD ACTION:**

Motion to adopt Resolution No. 20-014 authorizing the submission of a grant application for the 2020 round of the Montco 2040 Implementation Grant Program for the Fairway Trail and Noble Mobility Improvement Project.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-09-031220

DATE INTRODUCED: February 24, 2020

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

This information will be made available on Monday, March 2, 2020. Fiscal information is delayed as the Township re-prioritized its proposal after discussion with Township planner and County on February 25. The Township is awaiting a quote for engineering, design, and permitting to be included within the scope of this work.

### ANALYSIS

**RESOLUTION NO. 20-014**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
FOR THE 2020 ROUND OF THE MONTCO 2040 IMPLEMENTATION GRANT  
PROGRAM**

WHEREAS, Montgomery County has established the Montco 2040 Implementation Grant Program as a competitive funding program to assist municipalities in implementing the goals of the county comprehensive plan, *Montco 2040: A Shared Vision*; and

WHEREAS, the County is accepting applications for projects that advance specific goals under either of the county comprehensive plan's three themes: Connecting Communities, Sustainable Places, and a Vibrant Economy; and

WHEREAS, applications and projects must meet all stated requirements within the Montco 2040 Implementation Grant Program Guidebook; and

WHEREAS, Abington Township wishes to obtain \$xxxxxx from the Montco 2040 Implementation Grant Program to provide funding for the Fairway Trail and Noble Mobility Improvement Project which is based upon recommendations that have been identified in the Abington Township Master Bicycle Plan, Walk, Park, Train Abington, Walk Montco and Bike Montco planning documents; and

WHEREAS, Abington Township is aware that this grant program will require a local match and the Township intends to exceed a 20% match; and

IN WITNESS THEROF, I affix my hand and attach the seal of the Abington Township Board of Commissioners this 12<sup>th</sup> day of March 2020.

ABINGTON TOWNSHIP

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John L. Spiegelman, President  
Board of Commissioners

ATTEST:

---

Richard J. Manfredi,  
Township Manager & Secretary



# TOWNSHIP OF ABINGTON

John L. Spiegelman, *President*  
Thomas Hecker, *Vice President*  
Richard J. Manfredi, *Township Manager*  
Jay W. Blumenthal, *Treasurer*

## MONT CO 2040 GRANT APPLICATION SUPPLEMENTAL INFORMATION

**Page 1:** Identification of Baeder Road and the Fairway as a priority bicycle route in Montgomery County's planning document, Bike MontCo

**Page 2:** Identification of "Route 12- Fairway Bike Route" in the Abington Township Master Bicycle Plan

**Page 3:** Identification of "Route 12- Fairway Bike Route" in the Abington Township Master Bicycle Plan as a short-term priority route.

**Pages 4 - 7:** Enlarged map of "Route 12- Fairway Bike Route" in the Abington Township Master Bicycle Plan

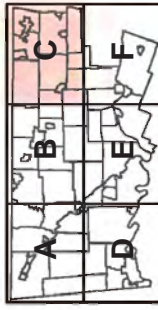
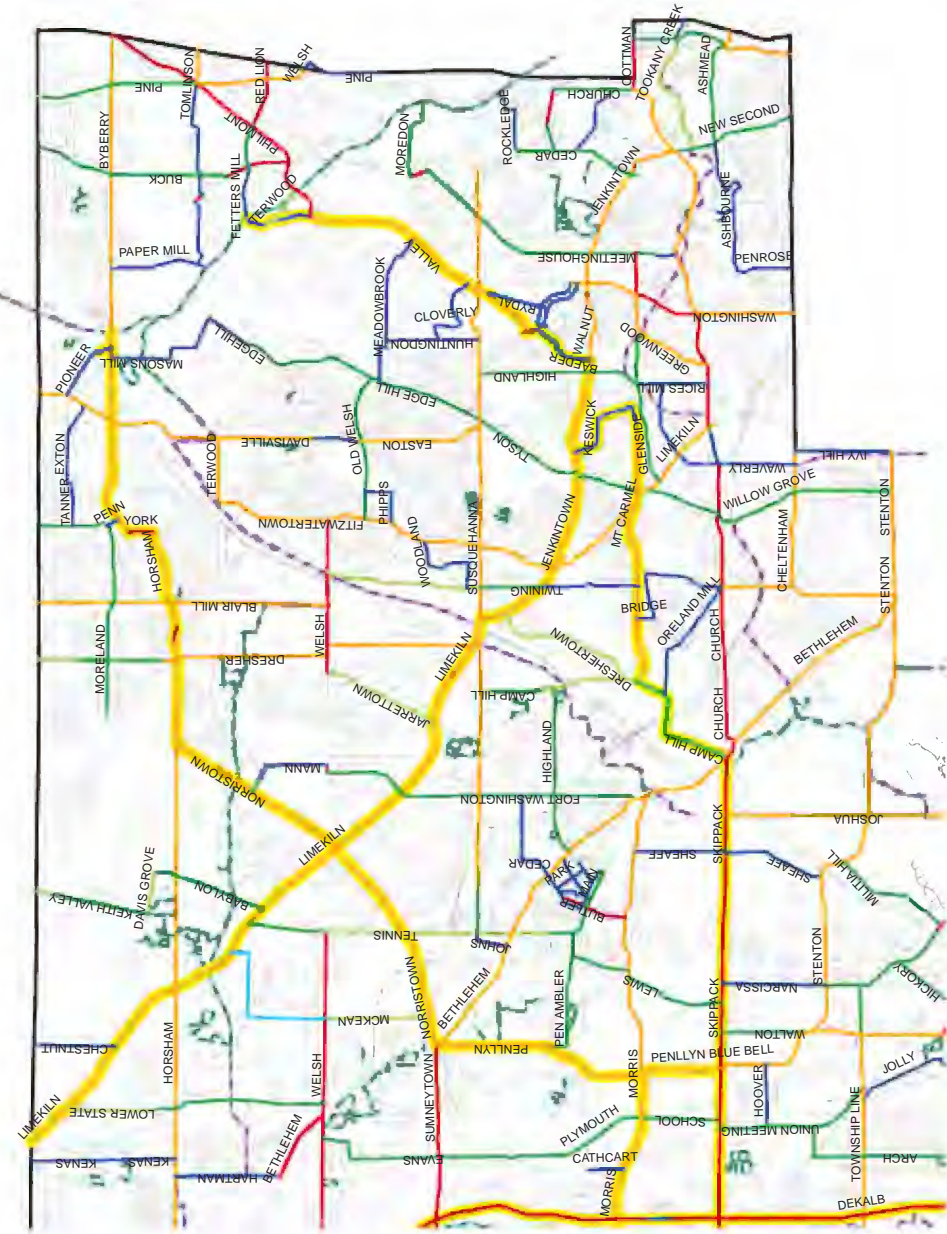
**Page 8:** Proposed bicycle facility improvements and estimated costs related to improvements per the Abington Township Master Bicycle Plan. Please see 12 A, B, C, and D for "Route 12- Fairway Bike Route" recommendations.

**Page 9:** Recommendation of modernization of the roundabout located at Cheltena and Rodman Avenues for increased pedestrian access in Montgomery County's planning document, Walk MontCo.










**Pages 10 and 11:** Recommendation of modernization of the roundabout located at Cheltena and Rodman Avenues in Walk, Park, Train Abington.

**Page 12:** Cost estimate, per the Walk, Park, Train Abington plan, for the modernization of the the the roundabout located at Cheltena and Rodman Avenues.

Planned bicycle network - Section C



Section C

-  Local Rural/Scenic
-  Local Urban
-  Collector Rural/Scenic
-  Collector Urban
-  Minor Arterial
-  Principal Arterial
-  Priority Bike Route
-  Existing Trail
-  Proposed Trail



**Route #11 – Edge Hill Woods Connector (Jenkintown Road to Edge Hill Woods)**

Despite its steeply sloping topography, Edge Hill Woods serves as an interesting passive recreational destination within the Township. The property contains an old residential estate driveway that extends throughout the property and could be used as a short bicycling or walking route. Route #11 is proposed as a share the road route with signage only along Kelly Lane that connects Jenkintown Road to Edge Hill Woods.



**Route #12 – Fairway Bike Route (Jenkintown Road to Valley Road)**

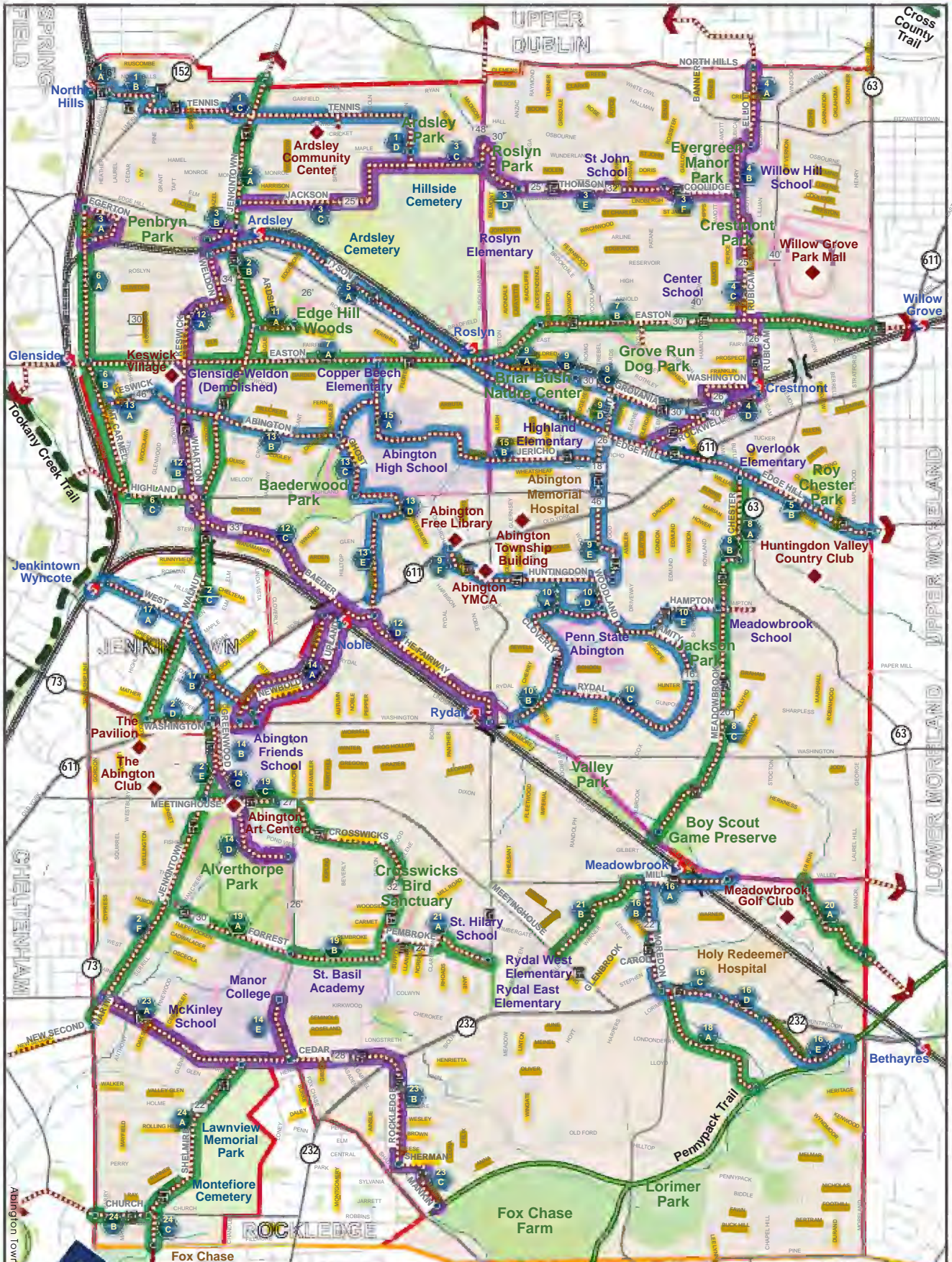
This route provides a good connection from the existing bike lanes on Valley Road to Keswick Village and beyond to Jenkintown Road. The Fairway has a width of approximately 55 feet which includes the center median. This width can accommodate the addition of 5' wide bike lanes. Baeder Road is also relatively wide with an approximate width of 33' with some street parking. This plan recommends shared lane markings and signage for this route. Baeder Road could also accommodate bike lanes if street parking were prohibited. Keswick Avenue, west of Keswick Village is also very wide and could accommodate bike lanes. This route also provides a connection to the Noble SEPTA station.



*Keswick Village*

**Route #13 – Keswick Village to Abington High School Connector (Mount Carmel Avenue to Highland Avenue)**

Keswick Village is one of the many important destinations in the Township. The village has many attractions including retail shops, banks, restaurants, community services, and a theatre. This bicycle route links the Abington High School campus to Keswick Village and Mount Carmel Avenue. The route along Keswick Avenue and Abington Avenue are proposed as share the road routes with shared lane pavement markings and signage. It is proposed that the Township coordinate with Abington School District to construct a shared use path on the south side of Ghost Road and along the northern side of Highland Avenue with a crossing at Canterbury Avenue.



# BIKE ROUTE IMPLEMENTATION PRIORITIES MAP

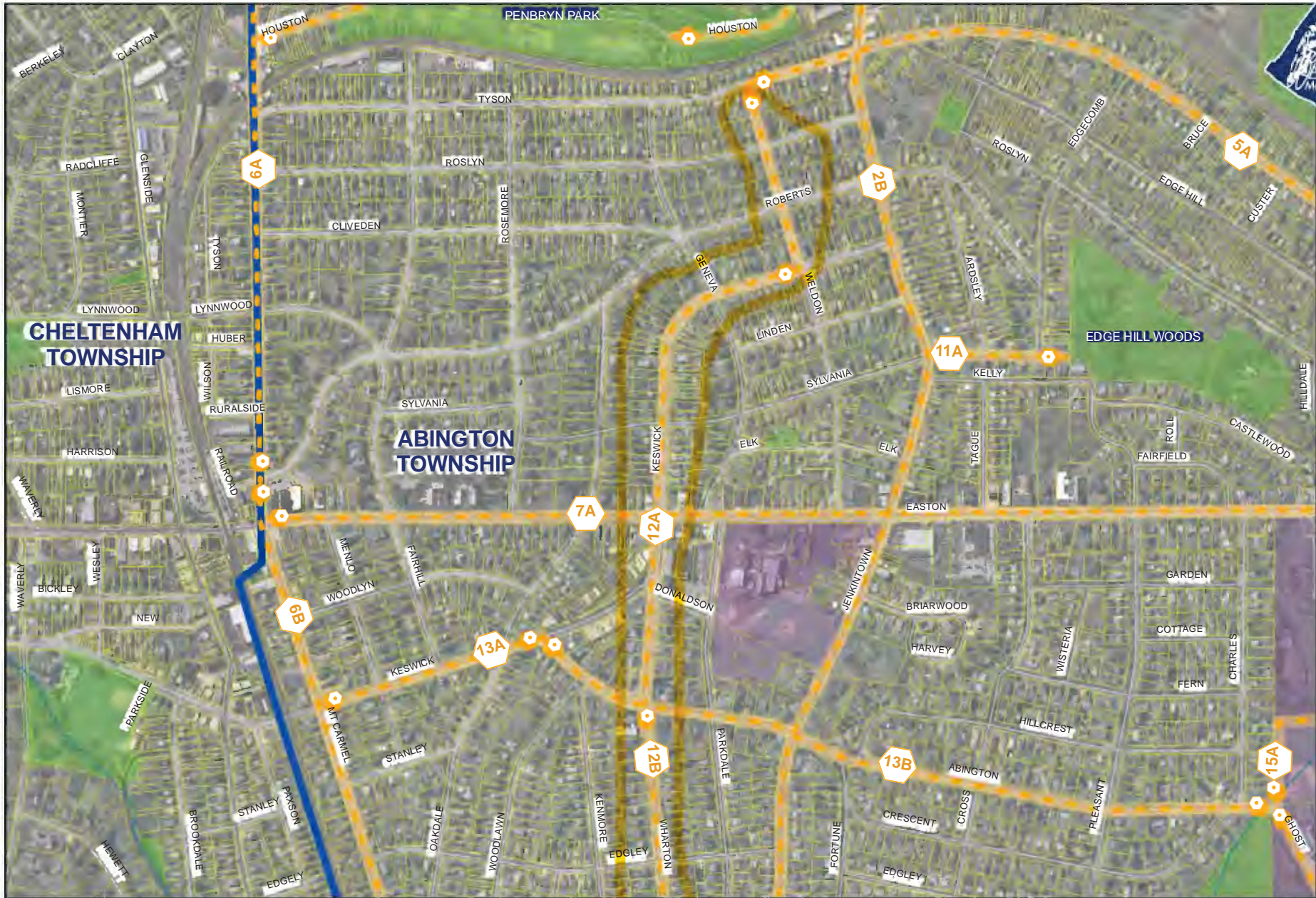


- |                   |                     |                                     |                       |
|-------------------|---------------------|-------------------------------------|-----------------------|
| Park              | Place of Interest   | Existing Trail (Circuit)            | Priority (short-term) |
| Cemetery          | Transit Station     | Planned Trail (Circuit)             | Priority (mid-term)   |
| School            | Road Pavement Width | Existing Trail (Open Space Plan)    | Priority (long-term)  |
| Hospital          | Traffic Signal      | Proposed Trail (Open Space Plan)    | Proposed Route        |
| Existing Bridge   | State Road          | Route Segment Identification Number |                       |
| Township boundary | Existing Bike Route |                                     |                       |
| Railroad          | Existing Trail      |                                     |                       |

ASD 8.24.15



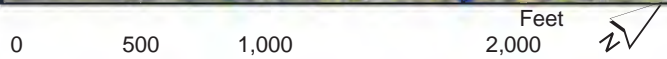


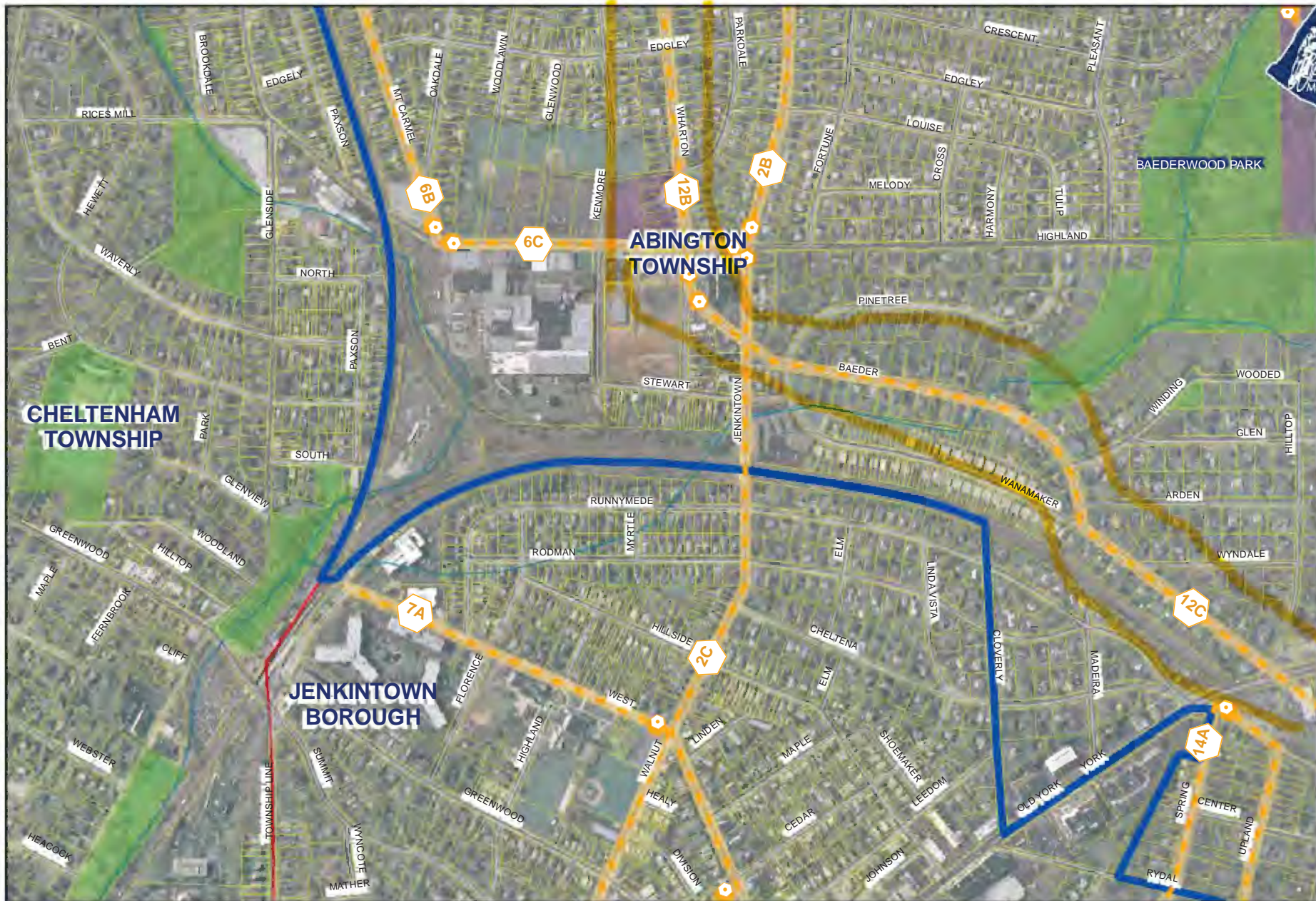


- Legend**
- Parcel
  - Municipal Boundary
  - Abington Township
  - County Boundary
  - Stream
  - Bike Route
  - Segment Label
  - End of Segment
  - Existing Trail
  - Institutional
- Designated Open Space**
- County
  - Municipality

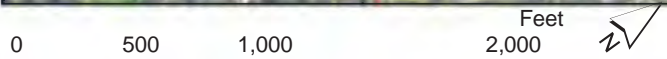
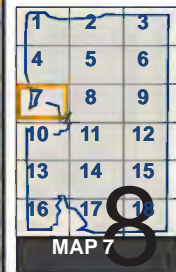
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18

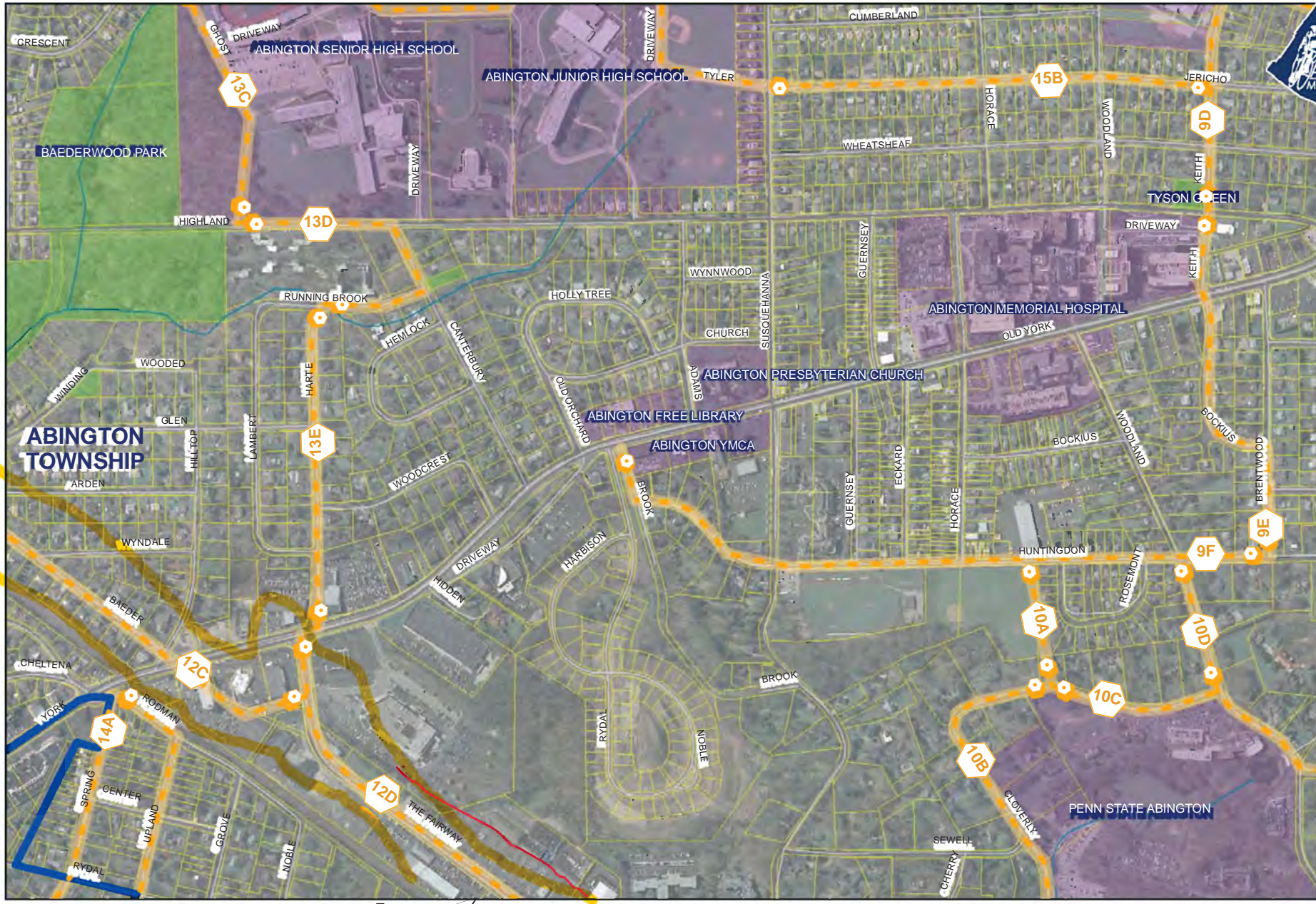
MAP 4





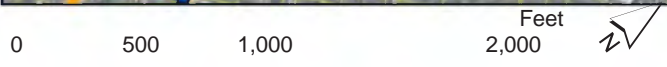
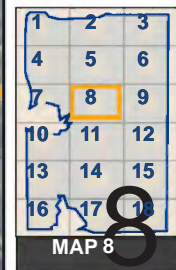
- Legend**
- Parcel
  - Municipal Boundary
  - Abington Township
  - County Boundary
  - Stream
  - Bike Route
  - Segment Label
  - End of Segment
  - Existing Trail
  - Institutional
- Designated Open Space**
- County
  - Municipality

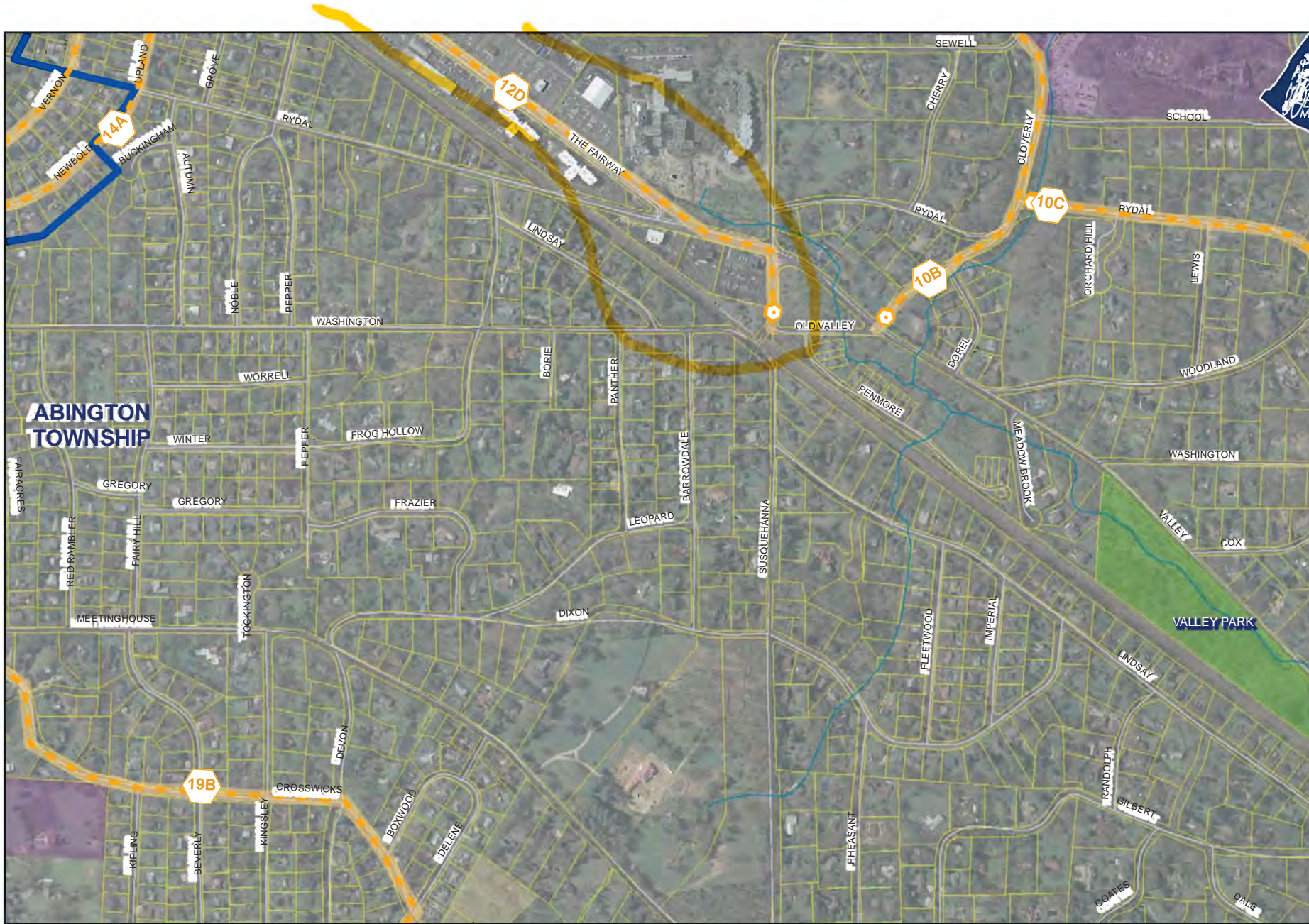




- Legend**
- Parcel
  - Municipal Boundary
  - Abington Township
  - County Boundary
  - Stream
  - Bike Route
  - 9E Segment Label
  - + End of Segment
  - Existing Trail
  - Institutional

- Designated Open Space**
- County
  - Municipality



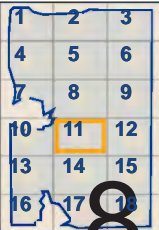


**Legend**

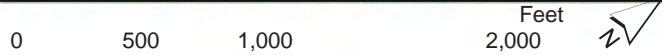
- Parcel
- Municipal Boundary
- Abington Township
- County Boundary
- Stream
- Bike Route
- Segment Label
- End of Segment
- Existing Trail
- Institutional

**Designated Open Space**

- County
- Municipality



MAP 11



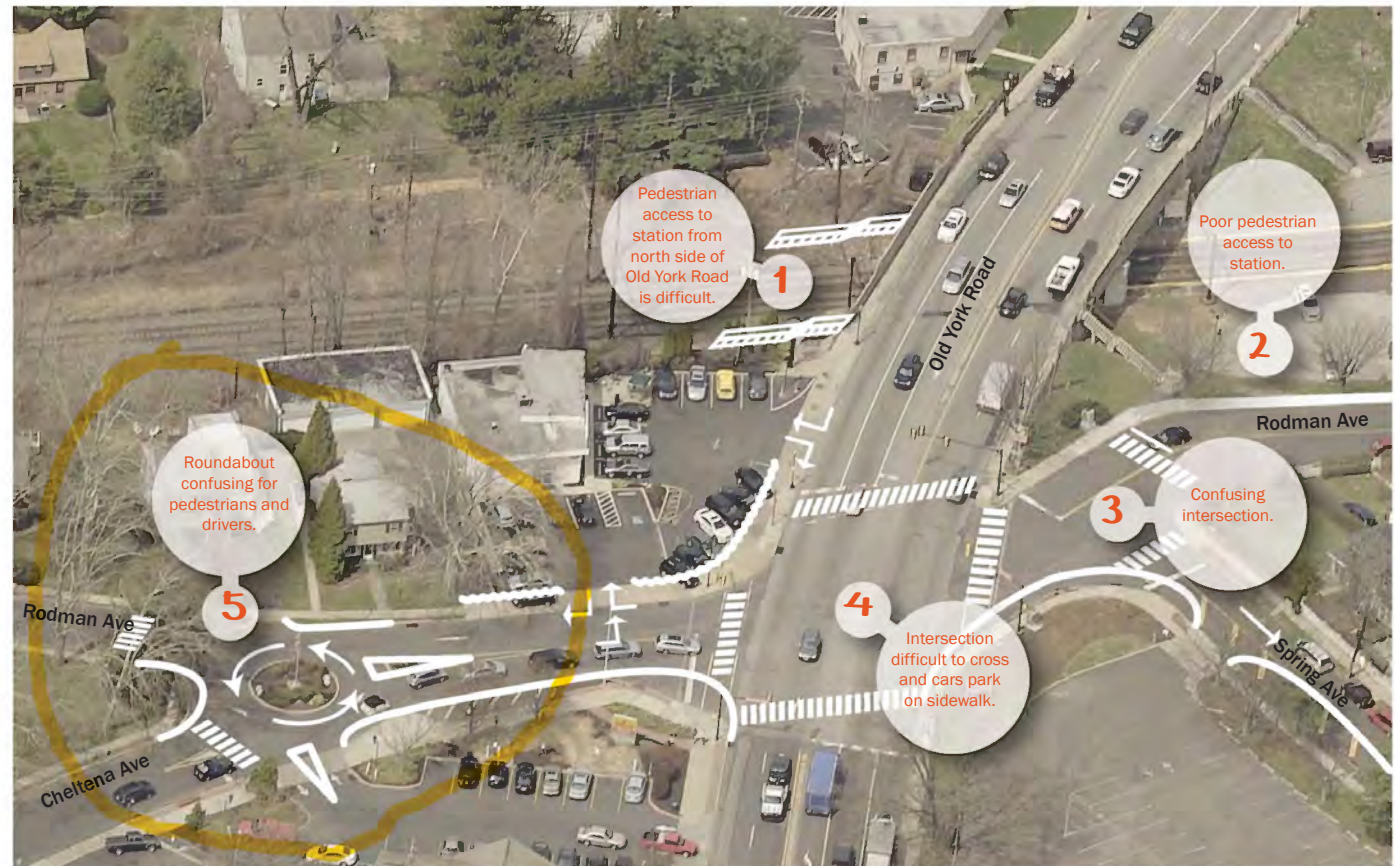
ESTIMATE OF PROBABLE DEVELOPMENT COSTS

Segment ID	Priority	Road Name	Description	Roadway Ownership	Length (LF)	Proposed Improvements	QTY	UNIT	UNIT COST	TOTAL	
10C		Rydal Road/Amity Road/Woodland Road Use Full Lane Markings	Cluvery Lane to Athletic Fields	Township	7,939	Pavement Markings (Use Full Lane)	64	EA	\$300	\$19,200	Bikes may use full lane striping (250-foot spacing)
						Signage: W16-1 Use Full Lane	8	EA	\$80	\$640	Post mounted, supplement to sharrows as needed
						Signage: W11-1 Bicycle Crossing	0	EA	\$165	\$0	Post mounted at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	6	EA	\$200	\$1,200	Post mounted every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	0	EA	\$200	\$0	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	2	EA	\$200	\$400	Post mounted, marks junction of two bikeways
						<b>SUBTOTAL</b>					
10D		Woodland Road Use Full Lane Markings	Cluvery Lane to Huntingdon Road	Township	771	Pavement Markings (Use Full Lane)	6	EA	\$300	\$1,800	Bikes may use full lane striping (250-foot spacing)
						Signage: W16-1 Use Full Lane	2	EA	\$80	\$160	Post mounted, supplement to sharrows as needed
						Signage: W11-1 Bicycle Crossing	0	EA	\$165	\$0	Post mounted at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	0	EA	\$200	\$0	Post mounted every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	2	EA	\$200	\$400	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	2	EA	\$200	\$400	Post mounted, marks junction of two bikeways
						<b>SUBTOTAL</b>					
10E		Hampton Road Use Full Lane Markings	Amity Road to Meadowbrook Road	Township	2,596	Pavement Markings (Use Full Lane)	20	EA	\$300	\$6,000	Bikes may use full lane striping (250-foot spacing)
						Signage: W16-1 Use Full Lane	2	EA	\$80	\$160	Post mounted, supplement to sharrows as needed
						Signage: W11-1 Bicycle Crossing	2	EA	\$165	\$330	Post mounted at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	0	EA	\$200	\$0	Post mounted every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	2	EA	\$200	\$400	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	2	EA	\$200	\$400	Post mounted, marks junction of two bikeways
						<b>SUBTOTAL</b>					
11A		Kelly Lane Use Full Lane Markings	Ardley Ave to Edgcomb Ave	Township	777	Pavement Markings (Use Full Lane)	6	EA	\$300	\$1,800	Bikes may use full lane striping (250-foot spacing)
						Signage: W16-1 Use Full Lane	0	EA	\$80	\$0	Post mounted, supplement to sharrows as needed
						Signage: W11-1 Bicycle Crossing	2	EA	\$165	\$330	Post mounted at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	2	EA	\$200	\$400	Post mounted every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	0	EA	\$200	\$0	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	1	EA	\$200	\$200	Post mounted, marks junction of two bikeways
						<b>SUBTOTAL</b>					
12A		Keswick Avenue/Weldon Avenue Use Full Lane Markings	Tyson Avenue to Abington Avenue	Township	3,992	Pavement Markings (Use Full Lane)	28	EA	\$300	\$8,400	Bikes may use full lane striping (250-foot spacing)
						Signage: W16-1 Use Full Lane	4	EA	\$80	\$320	Post mounted, supplement to sharrows as needed
						Signage: W11-1 Bicycle Crossing	0	EA	\$165	\$0	Post mounted at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	0	EA	\$200	\$0	Post mounted every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	2	EA	\$200	\$400	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	2	EA	\$200	\$400	Post mounted, marks junction of two bikeways.
						<b>SUBTOTAL</b>					
12B		Wharton Road Use Full Lane Markings	Abington Avenue to Baeder Road	Township	2,224	Pavement Markings (Use Full Lane)	18	EA	\$300	\$5,400	Bikes may use full lane striping (250-foot spacing)
						Signage: W16-1 Use Full Lane	0	EA	\$80	\$0	Post mounted, supplement to sharrows as needed
						Signage: W11-1 Bicycle Crossing	2	EA	\$165	\$330	Post mounted at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	2	EA	\$200	\$400	Post mounted every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	2	EA	\$200	\$400	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	2	EA	\$200	\$400	Post mounted, marks junction of two bikeways.
						<b>SUBTOTAL</b>					
12C		Baeder Road Use Full Lane Markings	Wharton Ave to The Fairway	Township	5,008	Pavement Markings (Use Full Lane)	40	EA	\$300	\$12,000	Bikes may use full lane striping (250-foot spacing)
						Signage: W16-1 Use Full Lane	4	EA	\$80	\$320	Post mounted, supplement to sharrows as needed
						Signage: W11-1 Bicycle Crossing	4	EA	\$165	\$660	Post mounted at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	4	EA	\$200	\$800	Post mounted every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	2	EA	\$200	\$400	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	2	EA	\$200	\$400	Post mounted, marks junction of two bikeways
						<b>SUBTOTAL</b>					
12D		The Fairway	Old York Road 611 to Susquehanna Road	Township	4,182	4" White Epoxy Pavement Markings	8,364	LF	\$1.20	\$10,037	
						Hot Thermoplastic Paint Legend, Bicycle w/ Arrow	44	EA	\$275	\$12,100	
						Signage: R3-17 Bike Lane	8	EA	\$80	\$640	Post mounted, supplement to pavement markings as needed
						Signage: W11-1 Bicycle Crossing	4	EA	\$165	\$660	Post mounted, at major intersections, both directions
						Signage: Wayfinding (Confirmation Signs)	6	EA	\$200	\$1,200	Post mounted, every 1300-2600 feet along straight segments
						Signage: Wayfinding (Turn Signs)	0	EA	\$200	\$0	Post mounted where route turns from one street onto another.
						Signage: Wayfinding (Decision Signs)	2	EA	\$200	\$400	Post mounted, marks junction of two bikeways
<b>SUBTOTAL</b>								<b>\$25,037</b>			

# Transit Oriented Walkability

## Area A: Noble Train Station, Rodman Ave and Old York Road

- 1** **SOLUTION:** Add stairs and ramps on north side of the Old York Road bridge that lead directly to the train station platforms. Fix sidewalks on bridge.  
POTENTIAL COST: \$\$\$\$
- 2** **SOLUTION:** Add sidewalk along Rodman Avenue leading to station.  
POTENTIAL COST: \$\$\$
- 3** **SOLUTION:** Add bulbout, ramps, gateway area, stop bar, and new crosswalk. Eliminate poorly located ramps. Use zebra or continental style crosswalks. Consider reversing one-way street.  
POTENTIAL COST: \$\$\$
- 4** **SOLUTION:** Add zebra or continental style crosswalks with bulbouts. Improve access ramps. Adjust signal timing for shorter wait time for pedestrians. Reconfigure coffee shop parking, driveway turning movements, and driveway widths, while adding barriers between parking and sidewalks.  
POTENTIAL COST: \$\$\$
- 5** **SOLUTION:** Modernize roundabout with yield signs, a narrower cartway, painted directional arrows, and a splitter in the driveway entrance. Trim bushes, add crosswalk and ramps, and redesign splitter islands for pedestrians.  
POTENTIAL COST: \$\$\$



**HIGH PRIORITY RECOMMENDATIONS**



## Noble

Noble Station is located on Old York Road (Route 611) near The Fairway commercial district. The area surrounding the station has previously been identified as a candidate for Transit Oriented Development (TOD). Several residents identified Route 611 as a major obstacle to pedestrian access.

A project (MPMS # 16214) to replace the Old York Road bridge over the SEPTA West Trenton Line is currently under design by PennDOT. The start of the project's construction is tentatively scheduled for 2018.

There have been several previous planning studies done for the station and the surrounding area:

- DVRPC Route 611 and Route 263 Corridor Study Phase 1 (2008)

- DVRPC Route 611 and Route 263 Corridor Study Phase 2 (2009)
- Noble Station TRID Study (2013)
- MCPC Walk Montco Study (2016)

The project team reviewed the findings and recommendations of the previous studies. Based on discussions with the steering committee and PennDOT, several of the recommendations of the Walk Montco study have been included in the recommendations below.

### Recommendations

The project team recommends the following access improvements on the surrounding roadway network:

1. Modernize the roundabout at the intersection of Rodman Avenue & Cheltena Avenue. As identified in the Walk Montco



study, the existing roundabout could be upgraded with a narrower cartway, improved signage and pavement markings, and redesigned splitter islands.

2. Add continental crosswalks at the intersection of Old York Road & Rodman Avenue. Add curb extensions on the eastern and western legs of the intersection to reduce the crossing distance for pedestrians crossing Rodman Avenue.

3. Investigate whether a replacement pedestrian access (stairs, ramps, etc.) can be added on the west side of the Route 611 Bridge over the railroad tracks. If pedestrians were able to use new stairs or ramps on the west side to cross beneath the bridge, it would reduce the need for pedestrian crossings on Route 611. The addition of a pedestrian access facility may not be feasible due to physical constraints and ADA requirements. However, the Township may wish to coordinate with PennDOT and SEPTA to determine if the addition of such access may be

feasible in conjunction with future SEPTA station renovations.

4. At the intersection of Old York Road & Baeder Road/Hilltop Road, consider adding an additional crosswalk across Baeder Road. A crosswalk at this location would provide a more direct pedestrian path through the intersection. The safety of pedestrians at this crosswalk, as vehicles traveling southbound on Old York Road speed up before turning right onto Baeder Road, would have to be examined.

5. Modify the traffic signal phasing at the intersection of Old York Road & Baeder Road/Hilltop Road to include a pedestrian phase for crossing the southern leg of the intersection (Old York Road) concurrent with the green phase for eastbound Baeder Road. Further investigation is required to determine if the phasing change can be made with the existing signal equipment and to ensure that any disruption of the signal coordination on Old York Road is mitigated.





*Noble*

Improvement	Unit Cost
Modernize roundabout at Rodman Ave and Cheltena Ave intersection	\$187,500
Curb extensions and continental crosswalks at Old York Rd and Rodman Ave intersection, along Rodman Ave	\$108,750
Replacement pedestrian access on the west side of Route 611 Bridge over railroad tracks	TBD
Add additional crosswalks on Baeder Rd and Old York Rd and Baeder Rd / Hilltop Rd	\$37,500
Modify traffic signal phasing at Old York Rd and Baeder Rd / Hilltop Rd intersection	\$2,500
Construct curb extensions and add continental crosswalks at Old York Rd and the Fairway / Harte Rd intersection	\$53,125
Evaluate potential for midblock crosswalks on the Fairway near station access driveway	\$53,125
<b>Total</b>	<b>\$442,500</b>

*North Hills*

Improvement	Unit Cost
Improve vehicular wayfinding signage at station	\$6,250
Reconfigure Mt. Carmel Ave and North Hills Ave intersection	TBD
Evaluate roundabout potential at the Mt Carmel Ave and North Hills Ave intersection	\$1,250,000
Improve pedestrian accommodations and streetscape improvements at Mt Carmel Ave between Station Ave and Tennis Ave	\$25,000
<b>Total</b>	<b>\$1,281,250</b>

*Roslyn*

Improvement	Unit Cost
Consider relocating platform to the west as part of future SEPTA capital improvement project	TBD
Construct curb extensions and add continental crosswalks at the Tyson Ave and Easton Rd intersection	\$75,000
<b>Total</b>	<b>\$75,000</b>

*Rydal*

Improvement	Unit Cost
Add crosswalk on the Rydal Rd intersection at The Fairway	\$65,000
Evaluate future realignment of the Rydal Rd and The Fairway intersection	\$250,000-\$1,250,000
Add RRFB at the Washington Ln and Barrowdale Rd intersection	\$76,875
<b>Total</b>	<b>\$326,875-\$1,325,875</b>