

TOWNSHIP OF ABINGTON

(4) PUBLIC AFFAIRS COMMITTEE

**October 28, 2015
7:00 P.M.**

CALL TO ORDER

ROLL CALL: SPIEGELMAN – FARREN, SR. – SCHREIBER – SANCHEZ – JONES, JR.

**Township Manager LEFEVRE
Assistant Township Manager WEHMEYER
Township Solicitor CLARKE
Director of Parks and Recreation WENDELL**

MINUTES:

Motion to approve the minutes of the September 30, 2015 Public Affairs Committee Meeting.

Parks and Recreation Report – Call on Doug Wendell

Introduction of Ranger Corporal Sean Blake – Call on Doug Wendell

PA1. Resolution No. 15-035 for PECO Green Region Grant for Jackson Park

Motion to approve Resolution No. 15-035 which authorizes the Bureau of Parks and Recreation to make application to the Natural Lands Trust for the 2016 PECO Green Region Grant in the amount of \$10,000. The funding will be used for the establishment of meadows in Jackson Park.

PA2. Repair of Elevator No. 3 in Alverthorpe Manor

Motion to approve an expenditure of \$9,797.00 from the Contingency Account No. 01-01-002-5299 for the repair and return of service of elevator No. 3 in Alverthorpe Manor.

PA3. Resolution No. 15-037 – Substantial Amendment to Community Development Block Grant Budgets

Motion to adopt Resolution 15-037 approving the Substantial Amendment to Abington Township’s Community Development block Grant Budgets for FY’s 2011, 2012, 2013, 2014 and 2015.

PA4. Memorandum of Understanding for the Crest Manor Housing Project

Motion to approve the Township of Abington executing a Memorandum of Understanding with other cooperating governmental agencies for the proposed Crest Manor Housing Development. The Township will service as the lead agency and will coordinate all project reviews for the completion and compliance with an Environmental Review.



PA5. Resolution No. 15-040 – Economic Development Multimodal Transportation Fund Program

Motion to adopt Resolution No. 15-040 approving Abington Township to submit an application to PennDOT for the Multimodal Transportation Fund Program. The grant submission will support the Old York Road/Susquehanna Road project.

BOARD ACTION REQUEST
PUBLIC AFFAIRS COMMITTEE

October 28, 2015

PA1
Agenda Item Number

<u>DEPARTMENT</u>	<u>AGENDA ITEM</u>	<u>TOWNSHIP MANAGER</u>
Parks and Recreation 	Resolution 15-035 for PECO Green Region Grant for Jackson Park	

PREVIOUS ACTIONS

Approved resolution for the 2015 round of PECO Green Region Grants.

RECOMMENDED BOARD ACTION

Motion to approve Resolution No.15-035 which authorizes the Bureau of Parks and Recreation to make application to the Natural Lands Trust for the 2016 PECO Green Region Grant in the amount of \$10,000. The funding will be used for the establishment of meadows in Jackson Park.

COMMENTS

In accordance with the accepted Master Plan for Jackson Park, the Bureau is interested in establishing meadows in Jackson Park in 2016. The Township is eligible to apply for funding through the Natural Lands Trust from PECO for additional funding in the amount of \$10,000. The additional funding, if awarded, will establish 3 meadow areas in the park. There is a requirement for 50/50 match.

RESOLUTION NO. 15-035

TOWNSHIP/BOROUGH/CITY OF Abington
Montgomery COUNTY, PENNSYLVANIA

A Resolution Authorizing Application to the
2016 PECO Green Region Open Space Program
for the Jackson Park Project

WHEREAS, the Township/Borough/City of Abington (“Township”/
“Borough”/“City”) desires to undertake the Jackson Park project; and

WHEREAS, the Township/Borough/City desires to apply to the PECO Green Region
Open Space Program for a grant for the purpose of carrying out this project; and

WHEREAS, the Township/Borough/City has received and understands the 20__ PECO
Green Region Open Space Program Guidelines.

THEREFORE, BE IT RESOLVED THAT the Township/Borough/City Board of
Supervisors/Council hereby approves this project and authorizes application to the PECO
Green Region Open Space Program in the amount of \$10,000, and

BE IT FURTHER RESOLVED, THAT, if the application is granted, the
Township/Borough/City commits to the expenditure of matching funds in the amount of
\$ 10,000 necessary for the project’s success.

SO RESOLVED this ____ day of _____ 20__.

Attest

Signatures ABINGTON TOWNSHIP

Michael LeFevre
Township Secretary

Wayne C. Luker, President
Board of Commissioners

BOARD ACTION REQUEST
Public Affairs

10/28/2015

Date

PA2

Agenda Item Number

DEPARTMENT

Parks & Recreation



AGENDA ITEM

Repair of Elevator #3 in
Alverthorpe Manor

TOWNSHIP MANAGER



PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to approve an expenditure of \$9,797 from the contingency account #01-01-002-5299 for the repair and return of service of elevator #3 in Alverthorpe Manor.

COMMENTS

Elevator #3 is the only elevator in the Manor that services the main office. It is used for moving heavy equipment from one floor to another and for bringing physically challenged people up to the office on the second floor. The current relays have failed and it is necessary to replace these obsolete pieces of equipment with modern relays and the accompanying wiring as detailed in the attached quote. The 5 year annual safety needs to be performed this year and the elevator must be in working condition for this to take place. Otis has the maintenance contract on the Manor's elevators and as such are the only ones that will offer a quote on the work.



DATE: 10/01/2015

TO: Abington Parks And Rec. 515 Meetinghouse Rd - Jenkintown, PA 19046

FROM: Otis Elevator Company 30 Twosome Dr Ste. 4 Moorestown, NJ 08057

Andrew Diefenbach Phone: (610) 960-2886 Fax: (860) 557-8126

EQUIPMENT LOCATION: Abington Park & Rec 515 Meetinghouse Road Jenkintown, PA 19046

PROPOSAL NUMBER: TMB151001170144

MACHINE NUMBER(S) : 119307

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Elevator Repair

Furnish material and labor to repair A, U, D, and C control circuits. Included in this is new relay contacts, new timing components, and wiring. All material is required in order to replace obsolete mechanical-style relays. Additional wiring will be used as necessary to extend original wiring and accommodate new material.

This work is required as a way to repair obsolete equipment and restore elevator to service.

FAX ORDER to: 860-998-3965 for SCHEDULING & PROCESSING by your Local Otis Office.

Please Select Payment Method

Credit Card Type: Visa [] M/C [] AMEX [] CHECK [] PURCHASE ORDER If issuing a purchase order, please attach with signed order.

Pre-Payment MUST be received prior to scheduling.

- All work will be performed during regular working days and hours of the Elevator Trade, is based on a pre-payment of 100% for contracts under \$5,000.00 unless prior special arrangements are made for 50% pre-payment. The price quoted, may not include permits, tax and freight (when applicable) will be added to the price quoted below when invoiced. Special orders are not returnable.

PRICE: \$ 9,797.00
Nine thousand seven hundred ninety-seven dollars

This price is based on a fifty percent (50 %) downpayment in the amount of \$ 4,898.50.
This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Andrew Diefenbach
Title: Account Manager
E-mail: andrew.diefenbach@otis.com

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Amber Allen

Title _____

Title Branch Sales Manager

E-mail: _____

Name of Company _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.**
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

October 28, 2015

DATE

PA3

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Community Development

VBS

Resolution No. 15-037
Substantial Amendment to
Community Development
Block Grant Budgets

[Signature]

PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to adopt Resolution No. 15-037 approving the Substantial Amendment to Abington Township's Community Development Block Grant Budgets for FY's 2011, 2012, 2013, 2014 and 2015.

COMMENTS

RESOLUTION NO. 15 - 037

Resolution of the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania amending the FY 2011, FY 2012, FY 2013, FY 2014, and FY 2015 CDBG Program.

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

Whereas, the Township of Abington had previously approved budgets and Annual Action Plans for the FY 2011, FY 2012, FY 2013, FY 2014, and FY 2015 CDBG Program; and

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

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

Whereas, it has been determined that the proposed changes and revisions to the FY 2011, FY 2012, FY 2013, FY 2014, and FY 2015 CDBG Program are a substantial amendment and the Township's Citizen Participation Plan has been followed.

Now therefore, be it resolved by the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania, as follows:

Section 1. The amended FY 2011, FY 2012, FY 2013, FY 2014, and FY 2015 Annual Action Plans are approved as presented, and as shown in the budgets for each program year which is attached and marked EXHIBIT "A."

Section 2. The President of the Board of Commissioners is hereby authorized to sign and submit the amended FY 2011, FY 2012, FY 2013, FY 2014, and FY 2015 Annual Action Plans to the U.S. Department of Housing and Urban Development.

Adopted this 12th day of November 2015.

Wayne C. Luker, President
Board of Commissioners

Attest: Michael LeFevre
Secretary

**SUBSTANTIAL AMENDMENT TO
FYs 2011, 2012, 2013, 2014, AND 2015
COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FOR
THE TOWNSHIP OF ABINGTON, PA**

The Township of Abington, Montgomery County, Pennsylvania will hold a public hearing on Thursday, November 12, 2015 at 7:30 PM, prevailing time, in the Second Floor Board Room, Township Building, 1176 Old York Road, Abington, PA 19001. The Township Building and Second Floor Board Room are accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents in order for them to participate in the public hearing, please call Mr. Van B. Strother, Director, Office of Community Development, at (267)536-1020 to make those arrangements. Any person requiring an interpreter for the hearing impaired, or the visually impaired should contact Mr. Strother at least five-(5) calendar days prior to the meeting and an interpreter will be provided. In addition, hearing-impaired persons may call Pennsylvania Relay at 711. Any non-English speaking person wishing to attend the public hearing should contact Mr. Strother at least five-(5) calendar days prior to the meeting and a language interpreter will be provided. Cualquier persona que no habla Inglés que deseen asistir a la audiencia pública deben comunicarse con la Sr. Strother cinco-(5) días calendario antes de la reunión y un intérprete de lenguaje se proporcionará.

The purpose of this public hearing is to present substantial amendments to the Township of Abington's FYs 2011, 2012, 2013, 2014, and 2015 Annual Action Plans for the use of Community Development Block Grant (CDBG) funds. A correction needs to be made to the FY 2011, FY 2013, and FY 2014 substantial amendment. The Township will not be funding the Community Facility Construction at Crestmont Park and instead will add those funds to the Owner-Occupied Housing Rehabilitation Program.

In accordance with the CDBG programs regulations, the Township is allowed to make substantial amendments to its Annual Plans and Budgets in accordance with the Township's Citizen Participation Plan.

The Township has determined that it is necessary to amend the previously approved CDBG programs years' budgets since some of these activities have either been completed, are going to be cancelled, some will have a change in the budget amounts, and new project activities are being proposed.

This is considered a substantial amendment in accordance with the Township's Citizen Participation Plan as the following applies: (b.) a proposal to undertake a new activity, using funds from any program covered by the Five Year Consolidated Plan (including program income received from previous year's funds), and activities not previously described in the annual action plan; (e.) deletion or elimination of a previously approved activity; and (f.) a change of 50% or more of a line item amount of an approved activity, either increased or decreased.

1. The amendment to FY 2011 CDBG Annual Action Plan is proposed as follows:

- a. **Project ID CDBG-11-08: Business Development** – Reduce the budget line item amount from \$80,000 by \$47,052.42 to a revised budget amount of \$32,947.58.

The Township proposes to reallocate the \$47,052.42 of FY 2011 CDBG funds for the following existing activity that is proposed for the FY 2014 CDBG Annual Action Plan:

- b. **Project ID CDBG-14-07: Owner-Occupied Housing Rehabilitation** – Rehabilitation assistance to improve single-family low/mod owner-occupied housing. Increase activity by \$47,052.42. Revised total budget line item amount is \$349,503.42.

2. The amendment to FY 2012 CDBG Annual Action Plan is proposed as follows:

- a. **Project ID CDBG-12-06: Rental Rehabilitation** – Reduce the budget line item amount from \$100,000 by \$46,985.32 to a revised budget amount of \$53,014.68.

The Township proposes to reallocate the \$46,985.32 of FY 2012 CDBG funds for the following new activity that is proposed for the FY 2015 CDBG Annual Action Plan:

- b. **Project ID CDBG-15-08: Crest Manor Housing Development** – Funds will be used by the Montgomery County Housing Authority for the comprehensive rehabilitation of 34 existing twin renter occupied units and the new construction of 12 one-bedroom renter occupied units. Increase activity by \$46,985.32. Original budget line item amount is \$153,000 to become \$199,985.32.

3. The amendment to FY 2013 CDBG Annual Action Plan is proposed as follows:

- a. **Project ID CDBG-13-05: Grovania Avenue Sewer** – Reduce the budget line item amount from \$425,787 by \$144,342.40 to a revised budget amount of \$281,444.60.

- b. **Project ID CDBG-13-06: Rental Rehabilitation** – Reduce the budget line item amount from \$75,000 by \$32,000 to a revised budget amount of \$43,000.

The Township proposes to reallocate the \$176,342.40 of FY 2013 CDBG funds for the following new and existing activities that are proposed for the FY 2013 and FY 2014 CDBG Annual Action Plan:

- c. **Project ID CDBG-13-07: 2300 Block of Nylsor Avenue Storm Sewer** – Reconstruction of storm sewer inlets and yard drains in the 2300 block of Nylsor Avenue. Increase activity by \$55,000. Budget line item amount is \$55,000

- d. **Project ID CDBG-14-07: Owner-Occupied Housing Rehabilitation** – Rehabilitation assistance to improve single-family low/mod owner-occupied housing. Increase activity by \$66,000. Revised total budget line item amount is \$349,503.42.

- e. **Project ID CDBG-14-08: 1500 Block of Fairview Avenue Storm Sewer** – Reconstruction of storm sewer inlets and yard drains in the 1500 block of Fairview Avenue. Increase activity by \$55,342.40. Budget total line item amount is \$171,842.40.

4. The amendment to FY 2014 CDBG Annual Action Plan is proposed as follows:

- a. **Project ID CDBG-14-02: After-School Program** – Delete this activity in the amount of \$16,500.
- b. **Project ID CDBG-14-06: 1300 Block East Avenue Storm Sewer** – Delete this activity in the amount of \$100,000.

The Township proposes to reallocate the \$116,500 of FY 2014 CDBG funds for the following new activity that is proposed for the FY 2014 CDBG Annual Action Plan:

- c. **Project ID CDBG-14-08: 1500 Block of Fairview Avenue Storm Sewer** – Reconstruction of storm sewer inlets and yard drains in the 1500 block of Fairview Avenue. Increase activity by \$116,500. Budget total line item amount is \$171,842.40.

In accordance with the regulations and requirements of the U.S. Department of Housing and Urban Development (HUD), these plans will be on public display for a period of 30 days, beginning Monday, September 28, 2015 at the following location:

Office of Community Development, 1176 Old York Road, Abington, PA 19001

These plans will be available for public inspection during normal business hours of operation. Written or oral comments will be accepted until Wednesday, November 11, 2015. Comments may be directed to Mr. Van B. Strother, Director, Office of Community Development, Township of Abington, 1176 Old York Road, Abington, PA 19001 (267) 536-1020.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the proposed amendment to the use of CDBG funds under the FYs 2011, 2012, 2013, 2014 and 2015 Annual Action Plans.

All comments received by the close of business on Wednesday, November 11, 2015 will be considered by the Township of Abington prior to the Commissioner's meeting to approve the Substantial Amendment on Thursday, November 12, 2015. Written comments or oral comments may be addressed to Mr. Van B. Strother, Director, Office of Community Development, Township of Abington, 1176 Old York Road, Abington, PA 19001 (267)536-1020. Persons with hearing and/or speech impairments may contact the Township via 711.

BOARD ACTION REQUEST

PUBLIC AFFAIRS COMMITTEE

October 28, 2015

DATE

PA 4

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Community Development

VBS

Memorandum of Understanding
for the Crest Manor Housing Project

PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to approve the Township of Abington executing a Memorandum of Understanding with other cooperating governmental agencies for the proposed Crest Manor Housing Development. The Township will serve as the lead agency and will coordinate all project reviews for the completion and compliance with an Environmental Review.

COMMENTS

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

MEMORANDUM OF UNDERSTANDING

**ENVIRONMENTAL COORDINATION
AND REVIEW AMONG
ABINGTON TOWNSHIP,
MONTGOMERY COUNTY HOUSING AUTHORITY,
PENNSYLVANIA DEPARTMENT OF COMMUNITY
AND ECONOMIC DEVELOPMENT, AND
PENNSYLVANIA HOUSING FINANCE AGENCY, FOR THE
CREST MANOR NEW CONSTRUCTION AND REHABILITATION**

This Memorandum of Understanding (“MOU”) is effective as of June 15, 2015, jointly between the following parties: Abington Township (“Township”), the Montgomery County Housing Authority (“MCHA”), the Pennsylvania Department of Community and Economic Development (“PA-DCED”), and the Pennsylvania Housing Finance Agency (“PHFA”).

I. Purpose:

The above agencies and entities are funding and/or cooperating on the development of affordable housing for new construction and rehabilitation known as Crest Manor Apartments. The purpose of this MOU is to formalize the commitment among the listed parties and the Township as partners to coordinate the review of subject project under the National Environmental Policy Act (“NEPA”) and other environmental laws, regulations, and Executive Orders that apply jointly to the agencies in order to develop environmentally responsible projects while preventing project delays. This partnership will facilitate a coordinated approach that ensures sound decisions based on concurrent and expedited agency reviews.

II. Background:

The Crest Manor Project is comprised of two (2) separate parcels, which together consist of 4.48 acres of land. These sites are populated by: seventeen (17) two-story, twin structures; three (3) single-story twin flats, and two (2) “service structures”, a community building, and maintenance facility. The proposed scope of the revitalization efforts at Crest Manor consists of: the substantial rehabilitation of fifteen (15) of the existing two-story twin buildings; demolition of one (1) two-story twin building and new construction of a new two-story building in its place; demolition of the existing community building and one (1) two-story twin building, and new construction of a combined community/maintenance building in the former location of the twin building; demolition of the three (3) single-story structures and new construction of a single two-story building in their place; demolition of the existing maintenance facility and new construction of a two-story building in its place. Upon

completion there will be a total of fifteen (15) renovated twin buildings, three (3) newly constructed multi-unit buildings, and one (1) newly constructed community/maintenance building, totaling 49,492 square feet (gross). There currently exists forty (40) units existing on-site; the new development proposes forty-six (46) total units in the following breakdown: twelve (12) one-bedrooms; twelve (12) two-bedrooms; fourteen (14) three-bedrooms; six (6) four-bedrooms; and two (2) five-bedrooms. All forty-six (46) units will be available for general occupancy. The average square footages of the units are as follows: 813 S.F. for a 1-bedroom; 914 S.F. for a 2-bedroom; 1,102 S.F. for a 3-bedroom; 1,297 S.F. for a 4-bedroom; and 1,450 S.F. for a 5-bedroom. All residents who live within the proposed housing development will have access to the newly constructed, centrally located Crest Manor Community Building. The fully outfitted Community Building will house both the management and maintenance offices needed to support resident services provided by the Pennrose Management Company, and other cooperating organizations.

A small area at one corner of the site is currently located in a federally designated floodplain. The current community building and a one-bedroom twin building are located within this floodplain. The preservation plan includes creating a new park space in this area and replacing the demolished buildings outside of the flood plain. Project budget is \$17,360,865, utilizing \$153,000 in FY 2015 CDBG funding, \$47,000 in FY 2012 CDBG funds, \$750,000 in HOME Investment Partnership Program (HOME) funds from PA-DCED through PHFA, other possible HUD funds through Montgomery County Housing Authority for development funding, Project Based Section 8 Vouchers, ACC subsidy and/or other rent subsidies, and other non-federal funds.

Project funding is derived from a number of federal sources. As a result, the Township is required to comply with NEPA and other environmental laws, regulations, and Executive Orders.

The need to coordinate and streamline the project's new construction and substantial rehabilitation is seen as necessary by the parties in order to fulfill the mandates of NEPA and applicable federal, state, and local laws.

This MOU designates the agencies and entities who are cooperating in the preparation of an analysis and documentation required by NEPA and other environmental laws, regulations, and Executive Orders, establishes the lead agency, the cooperating agencies, and responsible entity for the preparation of an Environmental Assessment, as well as establishes a response period among the listed entities for consultation, coordination, and concurrence in project requirements. Additional MOUs or other agreements may be developed to address particular issues, projects, or other needs to further the intent of this MOU.

III. Statutory and Regulatory Authority:

WHEREAS, pursuant to NEPA, 42 U.S.C. § 4331(b), the federal government shall use all practicable means to improve and coordinate federal plans, functions, programs and

resources to, inter alia, enhance the quality of the environment.

WHEREAS, regulations implementing NEPA emphasize interagency cooperation early in the environmental review process. 40 C.F.R. § 1500.5.

WHEREAS, if more than one agency is involved in the same action, 40 C.F.R. §1501.5 provides for the designation of a lead agency that will supervise the preparation of an environmental document. The other agencies are identified as cooperating agencies. The involved agencies shall determine by MOU which agency shall be lead and which shall be cooperating and shall resolve this issue so as not to cause delay. Id.

WHEREAS, pursuant to 40 C.F.R. § 1501.5(c), a cooperating agency may, in response to a lead agency's request for assistance in preparing the environmental document, defer to the lead agency in preparing such document where agency program commitments preclude involvement.

WHEREAS, pursuant to 40 C.F.R. § 1506.3(a), a cooperating agency may adopt the lead agency's environmental document or portion thereof provided that the document or portion thereof meets the standards for an adequate statement under these regulations.

WHEREAS, pursuant to 24 C.F.R. § 58.1 and § 58.10, Abington Township is the responsible entity under the Community Development Block Grant (CDBG) program authorized by 42 U.S.C. § 5304(g) to undertake environmental compliance.

WHEREAS, a single EIS or EA may be prepared and adopted by multiple users to the extent that the review addresses the relevant environmental issues and there is a written agreement between the cooperating agencies which sets forth the coordinated and overall responsibilities, 24 C.F.R. § 58.14.

NOW, THEREFORE:

IV. Commitment of the Agencies:

To facilitate preparation of the Environmental Assessment, the Agencies and entities hereby commit as follows:

- Abington Township – will be responsible for the oversight of an Environmental Assessment (“EA”), will serve as lead agency, and will coordinate all project review.
- Abington Township – pursuant to statutory and regulatory authority, the Township is the responsible entity for environmental compliance under the CDBG and HOME Programs. The Township, will be responsible for environmental review and

preparing an EA. The Township may use the EA created under CDBG and HOME to support its environmental review under programs for which responsibility is not delegated to the Township.

- Montgomery County Housing Authority – will serve as a cooperating agency and in consultation with the lead agency, will concur on the EA if appropriate.
- Pennsylvania Department of Community and Economic Development – will serve as a cooperating agency and, after consultation with the lead agency, will concur on any EA if appropriate.
- Pennsylvania Housing Finance Agency – will serve as a cooperating agency and, after consultation with the lead agency, will concur on any EA if appropriate.

In the spirit of cooperation and collaboration, and with the mutual understanding that this is a flexible working agreement among the signatory agencies, the parties hereby commit to the following responsibilities:

As lead agency, the Township agrees to:

- provide project information including study results,
- invite cooperating agencies to coordination meetings,
- consult with cooperating agencies on technical studies,
- organize joint field reviews, and
- provide cooperating agencies an opportunity to comment on draft documents.

As cooperating agencies, MCHA, PA-DCED, and PHFA agree to:

- to utilize the EA as its decision-making document,
- promptly advise the Township if its needs are not being met, and
- promptly provide comments on draft documents.

To aid in meeting these commitments the parties agree to the following:

- The Township shall prepare the Early Flood Plain Notice and allow a fifteen-day public comment period. Following the comment period, the Township shall submit the Final Flood Plain Notice.

- The Township shall prepare the Final Flood Plain Notice and allow a seven-day public comment period. Following the comment period, the Township shall submit the Combined Notice.
- The Township shall prepare the Environmental Assessment and a Finding of No Significant Impact ("FONSI") and shall publish a Notice of FONSI and Notice of Intent to Request a Release of Funds, as provided in 24 CFR Sec. 58.43, Sec. 58.45 and Sec, 58.70, and allow a fifteen-day public comment period. Following the comment period, the Township shall submit the Request for Release of Funds to HUD.
- MCHA shall submit their request for release of funds to HUD.
- PA-DCED shall submit their request for release of funds to HUD.

This agreement may be implemented in counterparts, with a separate page for each signatory, and the Township will ensure that each party is provided with a complete copy. Potentially other state and local agencies may become parties to this agreement as project development progresses in order to further the purpose of this MOU. The MOU shall be effective until the last funded project under the laws referenced above is fully constructed.

IV. Conclusion:

In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the projects fully comply with all applicable federal requirements and minimizes duplication of effort.

(This area left blank intentionally.)

TOWNSHIP OF ABINGTON

By:

Wayne C. Luker, President
Board of Commissioners

Attest:

Michael LeFevre
Secretary

MONTGOMERY COUNTY HOUSING AUTHORITY

By: _____

Attest: _____

**PENNSYLVANIA DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT**

By: _____

Attest: _____

PENNSYLVANIA HOUSING AND FINANCE AGENCY

By: _____

Attest: _____



MONTGOMERY COUNTY HOUSING AUTHORITY

104 West Main Street, Suite 1, Norristown, PA 19401-4716

(610) 275-5720 • Fax: (610) 275-0889 • PA Voice Relay: (800) 654-5988

October 9, 2015

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

RE: Crest Manor Environmental Review - Responsible Entity Election

Dear Mr. Strother:

As you are aware, the Montgomery County Housing Authority ("MCHA") is proceeding to redevelop the existing Crest Manor property located in Abington Township ("Abington"). As part of this project, the MCHA intends to dispose of the property to a limited partnership. In accordance with the National Environmental Policy Act ("NEPA") and other environmental laws, regulations, and Executive Orders Accordingly, MCHA is required to have an Environmental Review completed for the project.

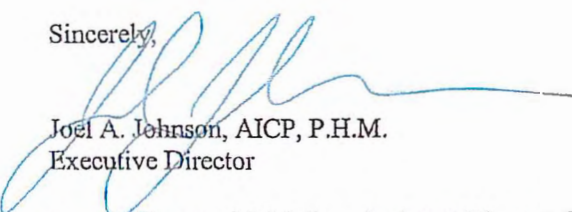
With respect to MCHA's capital fund activities, Montgomery County serves as MCHA's Responsible Entity for environmental review, however, based upon multiple conversations with the Township, Montgomery County and other project funders, the MCHA formally elects to have Abington Township, serve as the Responsibility Entity for this project's (Crest Manor Redevelopment) environmental review process. MCHA believes this is fully consistent with 24 C.F.R. §58.2(a)(7)(ii)(B) which defines the Responsible Entity for public housing agencies as the "unit of general local government within which the project is located that exercises land use responsibility."

In addition, we understand that Abington Township will serve as the environmental review lead agency for other funders involved in this project as well.

We recognize that that Abington Township has taken steps to administer this project's Environmental Review process to date and thank you for your efforts. This will serve letter is to formalize the relationship as we proceed to the last step in the Environmental Review process.

Should you have any questions, or require additional information, please feel free to contact MCHA's Director of Development, Kyla Bayer at 610-275-5720 ext. 338.

Sincerely,


Joel A. Johnson, AICP, P.H.M.
Executive Director

- c. Terence McMullen, Assistant Director for Community Development
Karl M. Haglund, Urban Design Ventures, LLC
Brian Schlosnagle, Engineer, HUD Philadelphia Field Office
Adam Kitchen, Environmental/Site Specialist, Pennsylvania Housing Finance Agency
Kyle Speece, Senior Developer, Pennrose Properties

JOHN F. NUGENT III, Chairman • REV. CHARLES W. QUANN, Vice Chairman • REV. DR. JOHN E. DOUGLAS, Member
DAVINA LLOYD, Member • KATHY L. PHIFER, Member • KENNETH A. ROOS, Solicitor

JOEL A. JOHNSON, AICP, PHM
Executive Director

Board of Commissioners
Public Affairs Committee

BOARD ACTION REQUEST

October 27, 2015

PA 5
Agenda Item Number

AGENDA ITEM

DEPARTMENT
Administration *JW*

TOWNSHIP MANAGER
me

**Resolution #15-040
Economic Development
Multimodal Transportation Fund Program**

PREVIOUS ACTIONS:

- Abington Township submitted an application to the Department of Community & Economic Development (DCED) for the Multimodal Transportation Fund Program on July 31, 2015.
- The award announcements are scheduled to be made November 10, 2015. It was brought to the townships attention that the Commonwealth Financing Authority (CFA) will not release grant funds for the DCED MTF grant until after the governor passes the budget.
- The PennDOT Multimodal Transportation Fund Program has opened grant applications with a deadline of December 18, 2015. We would like to apply as a backup grant plan to support the Old York Rd / Susquehanna Rd project.

RECOMMENDED BOARD ACTION:

- Motion to adopt Resolution #15-040 approving Abington Township to submit an application to PennDOT for the Multimodal Transportation Fund Program. The grant submission will support the Old York Rd / Susquehanna Rd project.

COMMENTS:

- The matching funds requirement will be an amount not to exceed 30% of the project costs.
- The grant funds will be used for the purpose of purchasing 1100, 1102, 1104, & 1106 Old York Road, and 1907 Susquehanna Road in order to support the vision of the Old York Road/Susquehanna Road project, which will address the demolition, alignment and reconstruction of the intersection of Old York Road and Susquehanna Road, enhance traffic flow, and provide better access in turning onto Old York Road
- The report from TPD will enhance the Multimodal grant submission and will support the vision of the Old York Road / Susquehanna Road project.

**ABINGTON TOWNSHIP
RESOLUTION NO. 15-040**

**A RESOLUTION OF ABINGTON TOWNSHIP,
COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA,
REQUESTING A MULTIMODAL TRANSPORTATION FUND GRANT FROM THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND DESIGNATING AN
OFFICIAL TO EXECUTE ALL DOCUMENTS**

WHEREAS, the Board of Commissioners of the Township of Abington desires to request a Multimodal Transportation Fund Grant in the amount of \$1,400,639.10; from the Pennsylvania Department of Transportation ("PennDOT"); and

WHEREAS, the Board of Commissioners of the Township of Abington intends to use the grant funds for the purpose of purchasing 1100, 1102, 1104 and 1106 Old York Road, Abington Township, Montgomery County, Pennsylvania, in order to support the vision of the Old York Road / Susquehanna Road project, which will address the demolition, alignment and reconstruction of the intersection of Old York Road and Susquehanna Road, enhance traffic flow, and provide better access in turning onto Old York Road ("project"); and

WHEREAS, the total project costs associated with the above referenced project are approximately \$2,000,913.00 and the Board of Commissioners seeks to obtain the maximum financial assistance available for the project; and

WHEREAS, the Program Guidelines of PennDOT require the receiving municipality to match the financial assistance under the Multimodal Transportation Fund in an amount not less than 30% of the amount awarded, or \$600,273.90; and

WHEREAS, the Board of Commissioners of the Township of Abington desires to designate an official to execute all necessary agreements and documentation related to the grant.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Abington, Montgomery County does hereby request a Multimodal Transportation Fund grant of \$1,400,639.10 from the Pennsylvania Department of Transportation, representing 70% of the total project costs of \$2,000,913.00, to be used for the purpose of purchasing 1100, 1102, 1104 and 1106 Old York Road, Abington Township, Montgomery County, Pennsylvania, as well as the demolition, alignment and reconstruction of the intersection of Old York Road and Susquehanna Road.

BE IT FURTHER RESOLVED, that the Board of Commissioners of Abington township does hereby designate Wayne C. Luker, President of the Board of Commissioners and Michael LeFevre, Township Manager, as the official(s) authorized to execute all documents and agreements between the Township of Abington and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

RESOLVED and ADOPTED this _____ day of _____, 2015.

ABINGTON TOWNSHIP

Wayne C. Luker, President
Board of Commissioners

I, Michael LeFevre, duly qualified Secretary of the Township of Abington, Montgomery County, Pennsylvania, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners at a regular meeting held on November 12, 2015 and said Resolution has been recorded in the minutes of the Township of Abington and remains in effect as of this date.

IN WITNESS WHEREOF, I affix my hand and attach the seal of the Township of Abington this 12th day of November, 2015.

Michael LeFevre, Secretary

Name of Applicant: Township of Abington

County: Montgomery

The stated meeting of the Public Affairs Committee of the Board of Commissioners of the Township of Abington was held on Wednesday, September 30, 2015 at the Township Administration Building, Abington, PA., with Assistant Director Commissioner Farren presiding.

CALL TO ORDER: 7:42 p.m.

ROLL CALL: Present: Commissioners FARREN, SR., SCHREIBER, SANCHEZ, JONES, JR.
Excused: SPIEGELMAN

Township Manager LEFEVRE
Assistant Legal Counsel GALLAGHER

Also Present: Commissioners LUKER, MYERS, MARKMAN, GILLESPIE, DIPLACIDO, KALINOSKI, BOWMAN

MINUTES: Commissioner Schreiber made a MOTION, seconded by Commissioner Kalinoski to approve the minutes of the September 2, 2015 Public Affairs Committee Meeting.

MOTION was ADOPTED 4-0.

Ardasley Community Education Center Lease Renewal

Commissioner Farren made a MOTION, seconded by Commissioner Schreiber to approve the Ardsley Community Education Center's lease with the School District of Abington Township for a term of ten years from September 27, 2015 until September 26, 2025.

Commissioner Farren called on Township Manager LeFevre.

Manager LeFevre said this agreement mirrors the same agreement that has been in place for many years with the School District; however, the only change is the notice provision for the property that the School District currently leases in which they will now provide a ninety (90) day notice if they choose to take the building back.

Commissioner Farren asked for any comments from Commissioners. There were none.

Commissioner Farren asked for any public comments.

Lora Lehmann, 1431 Bryant Lane, commented that it costs \$50,000 a year for the community center.

Commissioner Gillespie clarified that the daycare center has a lease in that building. Is that correct?

Manager LeFevre replied the daycare center offsets the majority of costs associated with the building, but there is some portion that the Township is responsible for.

MOTION was ADOPTED 4-0.

Commissioner Farren asked for any general comments relating to Public Affairs.

Lora Lehmann, 1431 Bryant Lane, expressed concern that she feels the residents in the area of the VNA did not know about this plan and also about the "Township Solicitor putting a plan together for the VNA."

Manager LeFevre replied in no way shape or form did the Township Solicitor suggest that he would prepare a plan for the VNA. Township Solicitor agreed to work with the VNA's attorney in drafting an option agreement if the Board chose to move forward in that direction. Commissioner Spiegelman is in the process of arranging a meeting with reps of VNA and the residents across from that property and, following that meeting, this Board will have more information.

ADJOURNMENT: 7:52 p.m.

Respectfully submitted,

Michael LeFevre, Township Manager

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