

TOWNSHIP OF ABINGTON

(4) PUBLIC AFFAIRS COMMITTEE

**February 1, 2017
7:00 P.M.**

CALL TO ORDER

**ROLL CALL: SPIEGELMAN - BOWMAN - SCHREIBER - ROTHMAN -
KALINOSKI**

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

MINUTES:

**Motion to approve the minutes of the November 30, 2016 Public
Affairs Committee Meeting.**

Parks and Recreation Report - Call on Doug Wendell

**PA1. Resolution No. 17-004 - HOME Program Application - Owner
Occupied Rehabilitation Program**

**Motion to adopt Resolution No. 17-004 authorizing the filing of
an application to PA DCED in the amount of \$500,000.00 for the
Owner Occupied Rehabilitation program. No Township match is
required.**

PA2. Ordinance No. 2135 - Snow and Ice Removal - Chapter 137

**Motion to adopt Ordinance No. 2135 (attached) amending
Chapter 137-4 of the Township Code (Snow and Ice, Violations
and Penalties) increasing the fine per violation up to a maximum
of \$1,000 per offense.**

PA3. C2P2 Grant Application – Ardsley Wildlife Sanctuary

Motion to approve acceptance of the \$40,000 DCNR C2P2 (Community Conservation Partnership Program) development grant for improvements to the Ardsley Wildlife Sanctuary, guided by the Ardsley Wildlife Sanctuary Land Management Plan and the Abington Township MS4 Program, with Abington Township match of \$20,000 derived from the 2017-2018 MS4 budget.

PA4. Mowing Contract for 2017, 2018 and 2019

Motion to approve M & M Lawncare East in Zones No.2 and No. 4 and Gorecon, Inc. in Zones No. 1 and No. 3 as the lowest responsible bidders for the mowing contract for the years 2017, 2018 and 2019. The total for this contract will be \$83,327.00 per year for the years noted above.

PA5. Policy on the Naming of Township Facilities

Motion to approve the adoption of a written policy on the naming/renaming or dedication of municipal property, buildings, park elements, streets or other facilities.

PA6. KMS/Alta Contract

Motion to approve the contract assumption agreement between KMS Design and Alta.

**BOARD ACTION REQUEST
PUBLIC AFFAIRS COMMITTEE**

February 1, 2017
DATE

PA1
AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Community Development

VBS

Resolution No. 17-004
HOME Program Application
Owner Occupied Rehabilitation Program

[Signature]

PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to adopt Resolution No. 17-004 authorizing the filing of an application to PA DCED in the amount of \$500,000.00 for the Owner Occupied Rehabilitation program. No Township match is required.

COMMENTS

The Abington Township Owner Occupied Rehabilitation program assist income qualified Township residents to correct any building code violation and major system repair if needed at their resident.

TOWNSHIP OF ABINGTON

RESOLUTION NO. 17-004

Resolution of the Township of Abington

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

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

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

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

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

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

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

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

ENACTED AND RESOLVED this 9^h day of February, 2017

ATTEST:

TOWNSHIP OF ABINGTON:

Michael LeFevre, Secretary

Wayne C. Luker, President
Board of Commissioners

Van B. Strother, Director
Community Development

PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

February 1, 2017
DATE

PA 2
AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Administration

Ordinance No. 2135
Snow and Ice Removal
Chapter 137



PREVIOUS ACTIONS

The Board of Commissioners by Ordinance No. 1025 enacted the Township's initial Snow and Ice regulations on April 13, 1961.

The violation and penalty section of Chapter 137 – Snow and Ice was last amended on December 12, 1996 by Ordinance No. 1778.

01-12-2017 – The Board of Commissioners approved to advertise Ordinance No. 2135.

RECOMMENDED BOARD ACTION

Motion to adopt Ordinance No. 2135 amending Chapter 137-4 of the Township Code (Snow and Ice, Violations and Penalties) increasing the fine per violation up to a maximum of \$1,000 per offense.

COMMENTS

Ordinance No. 2135 attached.

ORDINANCE NO. 2135
AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY,
PENNSYLVANIA, AMENDING CHAPTER 137 – “SNOW AND ICE REMOVAL,”
AT SECTION 4 – “VIOLATIONS AND PENALTIES”

WHEREAS, Abington Township is a Township of the First Class, organized and operating in accordance with the laws of the Commonwealth of Pennsylvania, and

WHEREAS, pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, the Board of Commissioners of Abington Township (“Board of Commissioners”) has the authority to enact and amend provisions of the Abington Township Code (the “Code”) at any time it deems proper; and

WHEREAS, the Board of Commissioners has determined that portions of Chapter 137 – “Snow and Ice Removal,” at Section 4 – “Violations and Penalties” of the Code should be amended for the health, welfare, and safety of the residents of Abington Township.

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

1. The Board of Commissioners hereby amends Chapter 137 – “Snow and Ice Removal,” at Section 4 – “Violations and Penalties,” to read as follows, with the underlined text indicating the revised provisions of the Code and the stricken text indicating the removed provisions of the Code:
“Any person who shall violate any of the provisions of this chapter or who shall fail to comply with the conditions or requirements in accordance with the provisions of this chapter shall, upon conviction thereof, be liable to pay a fine of up to \$1,000 per offense. ~~For each subsequent offense committed within the same calendar year, the amount of the fine shall increase by \$20 per offense.~~ The amount of the fines set forth herein may be reset from time to time by resolution of the Board of Commissioners. A new and separate offense shall be deemed to have been committed for each day that said violation exists. All fines imposed by this chapter are recoverable by summary proceedings before any District Justice in the Township of Abington, and, upon recovery thereof, all such fines shall be paid into the treasury of the township. In

default of the payment of any fine imposed by any District Justice under the provisions of this chapter, the person so offending may be committed to the jail for a period of one day.

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

ORDAINED AND ENACTED this _____ day of _____, 2017.

ATTEST:

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Michael LeFevre, Secretary

By: _____
Wayne C. Luker, President

**BOARD ACTION REQUEST
PUBLIC AFFAIRS COMMITTEE**

February 1, 2017
Date

PA3
Agenda Item Number

<u>DEPARTMENT</u>	<u>AGENDA ITEM</u>	<u>TOWNSHIP MANAGER</u>
Shade Tree Commission & Parks & Recreation	C2P2 Grant Application- Ardsley Wildlife Sanctuary	

PREVIOUS ACTIONS

The Board of Commissioners voted in March 2016 to approve the Bureau of Parks and Recreation and the Shade Tree Commission to apply for a DCNR C2P2 (Community Conservation Partnership Program) development grant for improvements to the Ardsley Wildlife Sanctuary, guided by the Ardsley Wildlife Sanctuary Land Management Plan (commissioned by Abington Township and completed by Land Concepts in June 2008), and Abington Township MS4 Program. Cash match of \$20,000 is to come from the 2017-2018 MS4 funding. Match of \$20,000 in kind services is to be managed by the Shade Tree Commission.

RECOMMENDED BOARD ACTION

Motion to Approve acceptance of the \$40,000 DCNR C2P2 (Community Conservation Partnership Program) development grant for improvements to the Ardsley Wildlife Sanctuary, guided by the Ardsley Wildlife Sanctuary Land Management Plan and the Abington Township MS4 Program, with Abington Township match of \$20,000 derived from the 2017-2018 MS4 budget.

COMMENTS

PA DCNR awarded the grant as of January 1, 2017, as posted on the DCNR Grants web site:

"Abington Township, \$40,000, Further development of Ardsley Wildlife Sanctuary, Abington Township, Montgomery County. Work to include construction of parking area, pedestrian walkway and stormwater management measures; installation of native plantings and deer fencing; ADA access, landscaping, project sign and other related site improvements."

Maria Wyrsta

From: Rita Stevens <abingtontrees@gmail.com>
Sent: Monday, January 09, 2017 12:40 PM
To: Maria Wyrsta
Cc: Doug Wendell
Subject: Board Action Form- Motion to approve C2P2 grant for Ardsley Wildlife Sanctuary
Attachments: Board Action Req Public Affairs- Feb 2017- C2P2 Grant for Ardsley Wildlife Sanctuary (1).doc

Hello Maria,

I submit the attached for inclusion in the February Public Affairs agenda. Please let me know if you need anything further.

This morning, I participated in a pre- contracting call with the DCNR project manager this morning, Leslie Sarvis. She will follow in 3-4 week's time with documents necessary to process the grant agreement.

Per Doug's instructions, I will also follow up with Kevin Barron to set up a budget for the grant.

For your records, here is Leslie's contact information:

Leslie Sarvis | Recreation and Conservation Advisor

Community Parks and Conservation Division
Department of Conservation & Natural Resources

Bureau of Recreation & Conservation

Rachel Carson State Office Building (RCSOB)

PO Box 8475

400 Market St., 5th Floor

Harrisburg, PA 17105-8475

e-Mail: lsarvis@pa.gov

Phone: [717.772.3321](tel:717.772.3321) | Fax: [717.787.9577](tel:717.787.9577)
www.dcnr.state.pa.us

Best, Rita

--

Rita W. Stevens

Maria Wyrsta

From: Rita Stevens <abingtontrees@gmail.com>
Sent: Wednesday, January 04, 2017 3:56 PM
To: Drew Gilchrist
Cc: Doug Wendell; Maria Wyrsta
Subject: C2P2 Grant Award- Ardsley Wildlife Sanctuary

Hi Drew,

I see that our proposed C2P2 project for Ardsley Wildlife Sanctuary is on the 2016 Grant Award List. Hooray!

<http://www.dcnr.state.pa.us/brc/grants/brcinteractivemapping1/grantannouncements/index.htm>

"Abington Township, \$40,000, Further development of Ardsley Wildlife Sanctuary, Abington Township, Montgomery County. Work to include construction of parking area, pedestrian walkway and stormwater management measures; installation of native plantings and deer fencing; ADA access, landscaping, project sign and other related site improvements., Rita Stevens, (267) 536-1003, Key - Community"

When should I be on the lookout for instructions? I want to be sure to schedule an agenda item with our Board of Commissioners at the appropriate time.

Thank you, Rita m 215.435.2781

--

Rita W. Stevens
ISA Certified Arborist PD-2329A

Abington Township Shade Tree Commission

a volunteer group commissioned by Abington Township
education and outreach to plant and preserve trees

<http://www.facebook.com/AbingtonTrees>

Wildlands Conservancy, Inc. \$186,000, Payment toward the acquisition of approximately 72 acres along Route 940 in Tobyhanna Township, Monroe County for addition to the Darling Preserve providing increased public access and protection of wildlife habitat. Dawn Gorham, (610) 965-4397 ext. 117, Key - Land Trust

Monroe and Northampton

The Conservation Fund, \$1,000,000, Payment toward the acquisition of approximately 2,610 acres along Route 33 in Monroe and Northampton Counties for an addition to the Cherry Valley National Wildlife Refuge and watershed protection. Kyle Shenk, (717) 230-8166, Key - Land Trust

Montgomery

Abington Township, \$90,000, Development of the Abington Township TAP Trail in Abington Township, Montgomery County. Work to include construction of approximately 3.3 miles of trail from the Ardsley Train Station to the Crestmont Train Station; ADA access, landscaping, project sign and other related site improvements. Peter Simone, (610) 239-7601, Key - Community

Abington Township, \$40,000, Further development of Ardsley Wildlife Sanctuary, Abington Township, Montgomery County. Work to include construction of parking area, pedestrian walkway and stormwater management measures; installation of native plantings and deer fencing; ADA access, landscaping, project sign and other related site improvements., Rita Stevens, (267) 536-1003, Key - Community

Lansdale Borough, \$206,000, Development of the Liberty Bell Trail in Lansdale Borough, Montgomery County. Work to include rehabilitation of approximately 0.35 miles of trail from Hancock Street to Pennbrook Parkway and construction of a trailhead and lighting; ADA access, landscaping, project sign and other related site improvements. Jacob Ziegler, (215) 368-1691, Key - Community and PRT

Limerick Township, \$25,000, Prepare a Master Site Development Plan for the 118 acre Limerick Community Park in Limerick Township, Montgomery County. Work to include a written, bound report. Daniel Kerr, (610) 495-6432, Key - Community

Lower Moreland Township, \$25,500, Prepare a Master Site Development Plan for the 6 acre Elkins Field Park in Lower Moreland Township, Montgomery County. Work to include a written, bound report. Christopher R. Hoffman, (215) 947-3100, Key - Community

Marlborough Township, \$40,000, Rehabilitation of Finland Road Park, Marlborough Township, Montgomery County. Work to include renovation of pedestrian walkway and parking area; construction of pavilion; installation of play equipment with required safety surfacing; ADA access, landscaping, project sign and other related site improvements. Marybeth Cody, (215) 234-9300 ext. 10, Key - Community

Montgomery County, \$215,000, Development of the Fledgling Trail in John James Audubon Center, Mill Grove, Montgomery County. Work to include construction of nature play area and pedestrian walkway; installation of nature play equipment with required safety surfacing; ADA access, landscaping, project sign and other related site improvements. Christopher Smith, (610) 278-2425, Key - Community

Pennypack Ecological Restoration Trust, \$237,500, Payment toward the acquisition of approximately 5 acres in Bryn Athyn Borough, Montgomery County for an addition to the Pennypack Preserve protecting interior forest habitat and the Delaware River watershed. David J. Robertson Ph.D. (215) 657-0830, Key - Land Trust

Plymouth Township, \$50,000, Prepare an update to the Comprehensive Recreation, Park and Open Space Plan for Plymouth Township, Montgomery County, including a Bicycle and Pedestrian Plan. Work to include a written, bound report. Karen S. Franck, (610) 277-4312, Key - Community

BOARD ACTION REQUEST
Public Affairs Committee

2/1/2017
Date

PA 4
Agenda Item Number

DEPARTMENT
Parks & Recreation

AGENDA ITEM
Mowing Contract
2017,2018,2019

TOWNSHIP MANAGER



PREVIOUS ACTIONS

Board of Commissioners rejected all mowing contract bids at their January 12, 2017 full Board meeting and approved the re-bidding of the contract.

RECOMMENDED BOARD ACTION

Motion to approve M & M Lawncare East in zones #2 and #4 and Gorecon, Inc. in Zones #1 and #3 as the lowest responsible bidder for the mowing contract for the years 2017, 2018 and 2019. The total for this contract will be \$83,327 per year for the years noted above.

COMMENTS

As a result of an issue with sending an addendum to all bidders, and in keeping with the recommendation by the Township Solicitor, all bids were rejected and then re-bid on Tuesday, January 18, 2017. Bids were opened publicly on Tuesday, January 31, 2017 in the Township's Board room. Biase Landscaping was originally the low bidder for zone #3 but declined the opportunity. As a result, Gorecon was the next lowest bidder for that zone and is being recommended for that area.

After checking the references of the lowest bidders, The Bureau recommends that M & M and Gorecon be approved as the lowest responsible bidders.

BID TABULATION
CONTRACT MOWING 2017-2018-2019

CLOSING DATE FOR RECEIPT OF PROPOSAL – JANUARY 31, 2017 @ 3:00 P.M.

Public Opening of Bids

January 31, 2017 @ 3:15 PM

Company	Zone #1	Zone #2	Zone #3	Zone #4	Alternate	Lump Sum Total
Biase	\$23,835	\$26,645	\$24,345	\$14,365	\$1,200/yr	\$89,190
M & M	\$17,100	\$25,000	\$33,600	\$12,150	\$1,200/yr	\$89,050
Gorecon	\$14,315	\$30,684	\$31,862	\$15,154	\$750/yr	\$92,016

RED HIGHLIGHT INDICATES LOW BID FOR THAT ITEM/ZONE

BOARD ACTION REQUEST

PUBLIC AFFAIRS COMMITTEE

February 1, 2017

DATE

PA 5

AGENDA ITEM NUMBER

DEPARTMENT

AGENDA ITEM

TOWNSHIP MANAGER

Administration

Policy on the Naming
of Township Facilities

PREVIOUS ACTIONS

Previous recommendations on the naming of Township facilities have been addressed on an individual basis without the benefit of any specified process.

RECOMMENDED BOARD ACTION

Motion to approve the adoption of a written policy on the naming/renaming or dedication of municipal property, buildings, park elements, streets or other facilities.

COMMENTS

Policy attached.

Abington Township

Policy on the Naming of Township Facilities

Purpose:

The naming/renaming or dedication of municipal property, buildings, park elements, streets and facilities is important for public awareness, promotion and emergency access. The purpose of this policy is to establish a systematic and consistent approach for the official naming of municipally owned lands, parks, trails, recreation areas, buildings, streets and other facilities.

Objectives:

- Aid in the geographic identification of municipal property, buildings and park element to assist in emergency response situations.
- Ensure that given names to public land, parks, recreation areas, streets and other facilities are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming and dedication of public land, parks, recreation areas, streets and facilities.
- Avoid confusion, name duplication and similar sounding names.
- Encourage the donation of land, parks, recreation areas or other facilities and resources by individuals and/or groups.
- Ensure proposals or requests for commemorative naming comply with established policies as described herein.
- Discourage proposals or requests for renaming of existing facilities. The renaming of such assets carries a greater burden of process, as tradition and continuity of name and community identification are reflective of important community values.

Procedure:

- A request for the naming of a municipally owned facility, or property the Township expects to take ownership of, shall be submitted in writing to the Township Manager. The following supporting information should be provided at along with the naming request:
 - The reason for the naming/renaming.
 - The contribution or other factors for which the person is being memorialized.
 - To what extent the facility has been financed by the suggested honoree.
 - To what extent the impacted neighborhood supports the proposal
 - Any other factors which might support the request
- The review by the Township Manager shall be guided by the following considerations;
 - Significant historic contributions
 - Significant material contributions

- Significant financial contributions
 - Persons of historic service to the community
 - Persons of outstanding civic service to the Township
 - Documented community support
 - Responsibility for any cost associated with the naming, including planning, design, construction, utilities, signage and maintenance.
- If the naming proposal appears appropriate, the matter will be forwarded to the ward Commissioner where the facility is located for his/her concurrence.
 - After receipt of the ward Commissioner's support, the naming proposal will be listed on the next Public Affairs Committee meeting for discussion and public input.
 - Upon the recommendation of the Public Affairs Committee, the naming proposal shall move to the full Board of Commissioner for consideration, while providing additional opportunity for public input. The Board of Commissioners shall have final authority over the naming/renaming of all Township facilities.
 - The initial requestor will be notified via letter by the Township Manager of the Board's decision. The letter will outline, if applicable, those areas of the proposal that did not meet the criteria of this policy.
 - Any signage associated with an approved name of any Township facility must be approved by the Township Manager's office before installation. The cost of signage will be assumed by the initial requestor.

Adopted this 9th day of February, 2017.

**TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS**

ATTEST:

Michael LeFevre, Secretary

By: _____
Wayne C. Luker, President

BOARD ACTION REQUEST
Public Affairs Committee

February 1, 2017
Date

PA 6
Agenda Item Number

DEPARTMENT
Parks & Recreation



AGENDA ITEM
KMS/Alta Contract
Assumption Agreement

TOWNSHIP MANAGER



PREVIOUS ACTIONS

Board approved KMS Design at the August 2016 Commissioners meeting as the consultant for the pool feasibility study.

RECOMMENDED BOARD ACTION

Motion to approve the contract assumption agreement between KMS Design and Alta.

COMMENTS

KMS Design was recently purchased by the firm known as Alta. The staff at KMS, who were originally organized to perform the pool feasibility study, will remain intact and will be responsible for completing the study. The Bureau expects no changes to the process. The Township Solicitor has reviewed the Assumption Agreement Contract and has recommended its approval. A copy of the documents are attached.

CONTRACT ASSUMPTION AGREEMENT

This Contract Assumption Agreement (this "**Agreement**") is Effective as of the 3rd day of January, 2017 ("**Effective Date**") by and between **Alta Planning + Design, Inc.**, ("**Alta**"), **KMS Design Group, LLC**, ("**KMS**") and **Abington Township** ("**Abington**").

WHEREAS, Alta is a corporation duly organized and in good standing under the laws of California and having its registered corporate office ("**Registered Corporate Office**") at 1410 Third Street, San Rafael, California 94901 and its principal executive business office ("**Principal Executive Business Offices**") at 711 S.E. Grand Avenue, Portland, Oregon 97214; and Alta has obtained authority to do business in Pennsylvania and maintains a place of business in Philadelphia, PA; and Alta is engaged principally in the business of professional planning, design and engineering services focused on non-motorized transportation and urban mobility; and

WHEREAS, KMS is a multi-member limited liability company duly organized and in good standing under the laws of Pennsylvania and maintains its principal and executive place of business at 243 Bridge St #101, Phoenixville, PA 19460 and maintains no other places of business; and KMS provides professional consulting, landscape architecture and planning services to public, non-profit and private clients throughout the United States; and

WHEREAS, Abington and KMS are parties to a certain professional services agreement ("**Service Agreement**") dated August 15, 2016, a copy of which is attached, marked as Schedule A and incorporated herein; and

WHEREAS, KMS wants to assign the Service Contract to Alta and Abington is willing to permit and consent to the assignment of the Service Agreement, and Alta is willing to accept the Assignment of the Service contract,

NOW THEREFORE, in exchange for one dollar and acknowledging adequate and other sufficient consideration, including the foregoing recitals and the covenants contained herein, KMS, Alta and Abington (*collectively* "**Parties**" and *individually* "**Party**"), but subject to the terms and conditions set forth below, agree as follows:

1. Assignment. As of the Effective Date, KMS hereby transfers and assigns the Service Agreement to Alta, and Abington consents and permits Alta to assume from KMS all of KMS rights, and interests in and to the Service Agreement, of whatever kind or nature, and assumes the Service Agreement and agrees to perform all obligations, duties, liabilities and commitments of KMS under the Service Agreement.

2. Retention of Obligations. Notwithstanding anything in this Assignment Agreement to the contrary, KMS shall remain obligated, as a principal and not a guarantor, to Abington with respect to all of obligations, duties, liabilities and commitments under the Service Agreement, of whatever kind or nature.

3. Governing Law; Binding Effect. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania applicable to contracts made and performed in such state without giving effect to the

choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

4. Counterparts. This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (*in Word, PDF or tiff format*) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend it to be effective on the Effective Date.

ALTA
By:



Michael Jones, Chief Operating Officer as duly authorized

KMS
By:



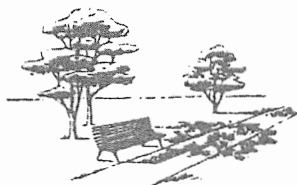
Carl Kelemen, Principal, as duly authorized

By: _____

Insert Name _____ as duly authorized

Schedule B

Copy Of Assigned Service Agreement Begins On Next Page



TOWNSHIP OF ABINGTON
BUREAU OF PARKS AND RECREATION
515 MEETINGHOUSE ROAD, JENKINTOWN, PENNSYLVANIA 19046
TELEPHONE 215-576-5213
FAX 215-576-5179

*Director of
Parks and Recreation*
Douglas J. Wendell
Recreation Superintendent
Andrew Oles

8/15/2016

KMS Design Group
Attn. Mr. Carl R. Kelemen
206 bridge Street
Phoenixville, PA 19460

Dear Mr. Kelemen:

At their regular August 2016 meeting, the Board of Commissioners of Abington Township approved KMS Design Group as the consultant for the Abington Pools Feasibility Study.

Please consider this letter as notice to proceed with the project.

I have been in contact with MLL who will be doing the survey for the Study. I am waiting to hear back from them to set up a date(s) to get together to discuss the survey questions and the format of the survey process. As soon as I get a few dates from them, I will get in touch with you and see what dates will work for all of us.

I look forward to working with you on this project.

Sincerely,

Douglas J. Wendell
Director

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this 30th day of September, 2016, by and between the Township of Abington Montgomery, County, Pennsylvania, and KMS Design Group ("Consulting Firm").

WHEREAS, the **Township of Abington** desires to have certain one-time professional consulting work performed involving **feasibility study for Penbryn and Crestmont pools**;

WHEREAS, the **Township of Abington** desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by **Township of Abington**;

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;

WHEREAS, the Consulting Firm is equipped and staffed to perform the work;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

THE CONSULTING FIRM WILL:

1. Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A.
2. Obtain approval from the **Abington Township** of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the **Township of Abington** to be of equal ability or experience to the predecessor.

THE Township of Abington WILL:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$29,965.
2. Provide the Consulting Firm with reasonable access to **Township of Abington** personnel, facilities, and information necessary to properly perform the work required under this Contract.
3. Except as provided in item 4 below, make payment to the Consulting Firm within 30 days after receipt of a properly prepared invoice for work satisfactorily performed.
4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days after final product approval by the Department of Conservation and Natural Resources.

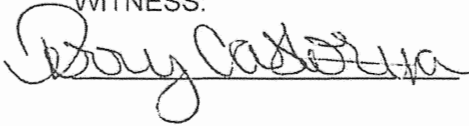
IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of the **Township of Abington**. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the **Township of Abington**.
2. In the performance of services under this Contract, there shall be no violation of the

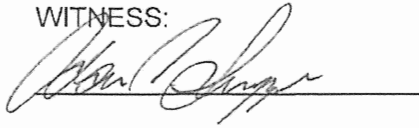
right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

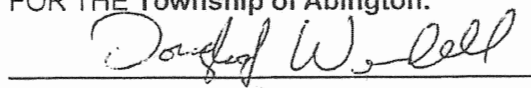
WITNESS:



WITNESS:



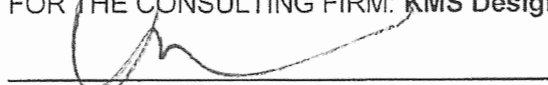
FOR THE Township of Abington:



TITLE:

DIRECTOR

FOR THE CONSULTING FIRM: KMS Design Group



TITLE:

Principal

APPENDIX A
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

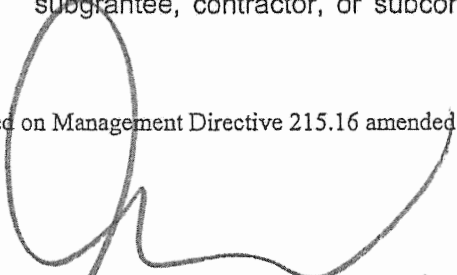
1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee 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-lit 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 granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
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 Granter'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 granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (2/24/15)

DCNR-2016-Gen
Gen-GPM-11 Rev. 12-15



Carl R. Kelemen, RLA, FASLA
Principal