#### TOWNSHIP OF ABINGTON

## (4) PUBLIC AFFAIRS COMMITTEE

March 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 February 1, 2017 Public Affairs Committee Meeting.

Parks and Recreation Report - Call on Andy Oles

# PA1. Bid Award - Community Facility at Crestmont Park

Motion to accept the low	est Responsible Bidder and enter into a
contract with	in the amount of
to construct a new comn	nunity facility at Crestmont Park.
(Bid opening on Tuesday,	, February 28 <sup>th</sup> )

# PA2. Funding of the Community Facility at Crestmont Park

Motion to authorize the use of funds from BB&T Account Number 1390000740639 in the amount of \$119,027.62 (as of 01/31/2017) to fund the construction of the new community facility at Crestmont Park. This account was established on August 31, 1990 for affordable housing purposes that has been replaced by funding from HUD and DCED.

## PA3. <u>Lubavitch of Abington - Lease Extension - Alverthorpe Manor</u>

Motion to approve a seven (7) year lease extension at Alverthorpe Manor for the Lubavitch of Abington effective August 1, 2017 at a base rate of \$20,025.21 annually with all other terms remaining the same.

## PA4. Policy on the Naming of Township Facilities

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

## PA5. Acquisition of Undeveloped Ground on Robinson Avenue

Motion to approve the acquisition for \$1 each two underground parcels (30-00-57076-00-8) (30-00-57080-00-1) on Robinson Avenue off Clearview through a repository sale from the Montgomery County Tax Claim Bureau and to authorize the Township Manager to execute any necessary documents to effectuate the bid. Acquisition contingent on receipt of a favorable title search and Phase I Environmental Assessment.

## PA6. Bid for Datacenter Upgrade

Motion to advertise bid for Datacenter Upgrade.

## PA7. Crestmont Park - Basketball Court Replacement

Motion to reject all bids received and authorize rebidding through PennBid.

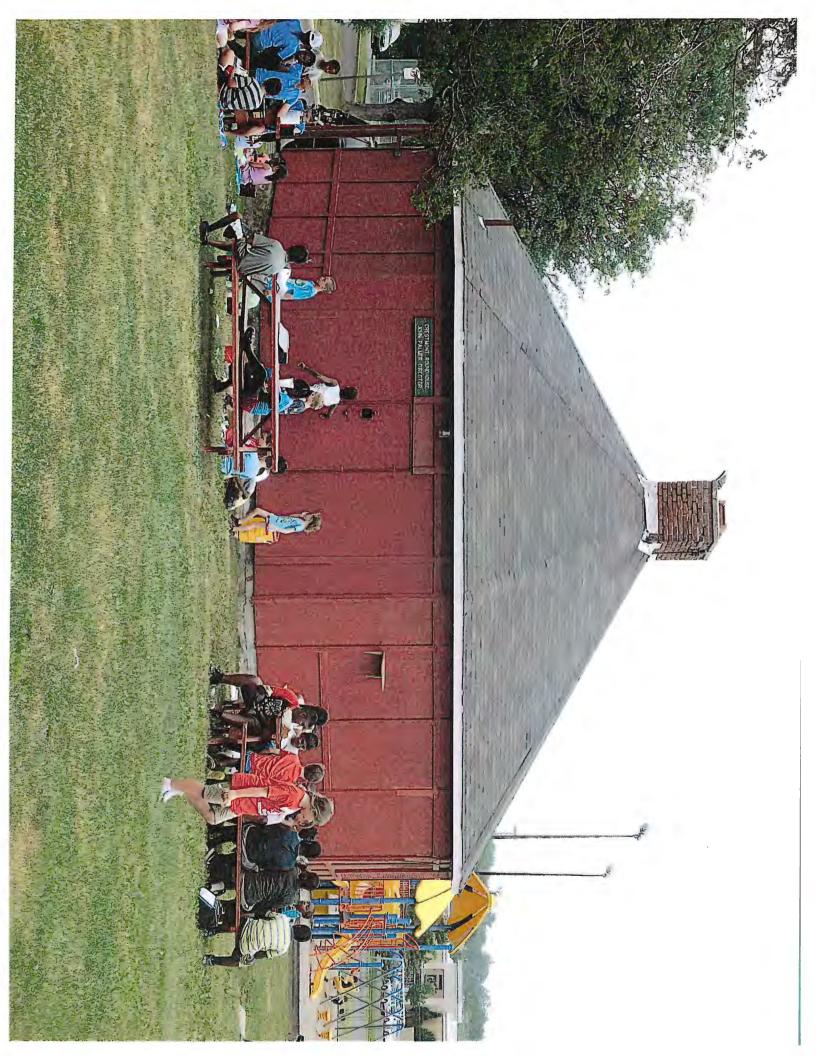
# **BOARD ACTION REQUEST**

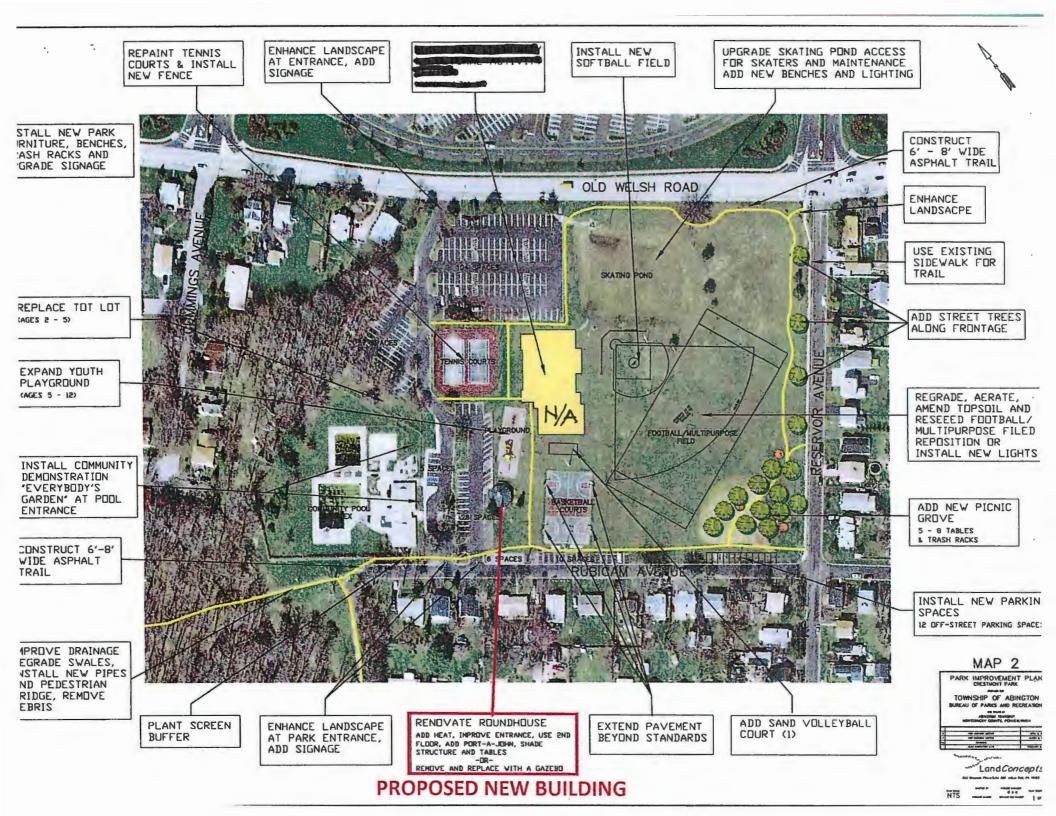
March 1, 2017 <b>DATE</b>		PA   AGENDA ITEM NUMBER
DEPARTMENT	AGENDA ITEM	TOWNSHIP MANAGER
Community Development Con	nt Bid Award mmunity Facility at Crestmont	Park
PREVIOUS ACTIONS		
None		
RECOMMENDED BOA	RD ACTION	
Motion to accept the low a new community facility	est Responsible Bidder and entering in the amount of y at Crestmont Park.	
Bid Opening is on Tuesd		
COMMENTS		
(See Attached).		

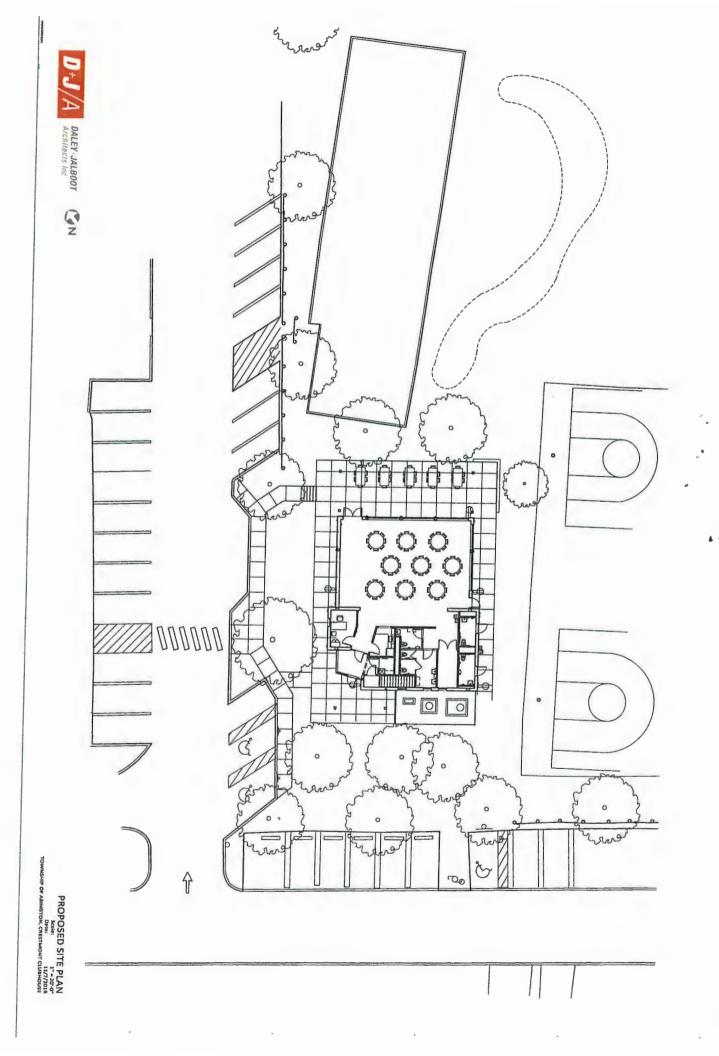


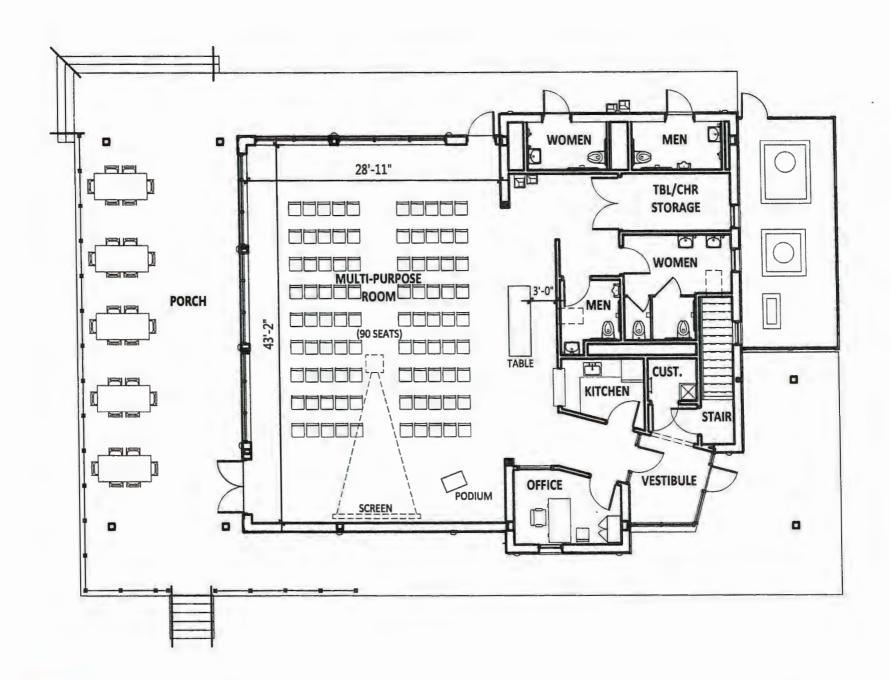














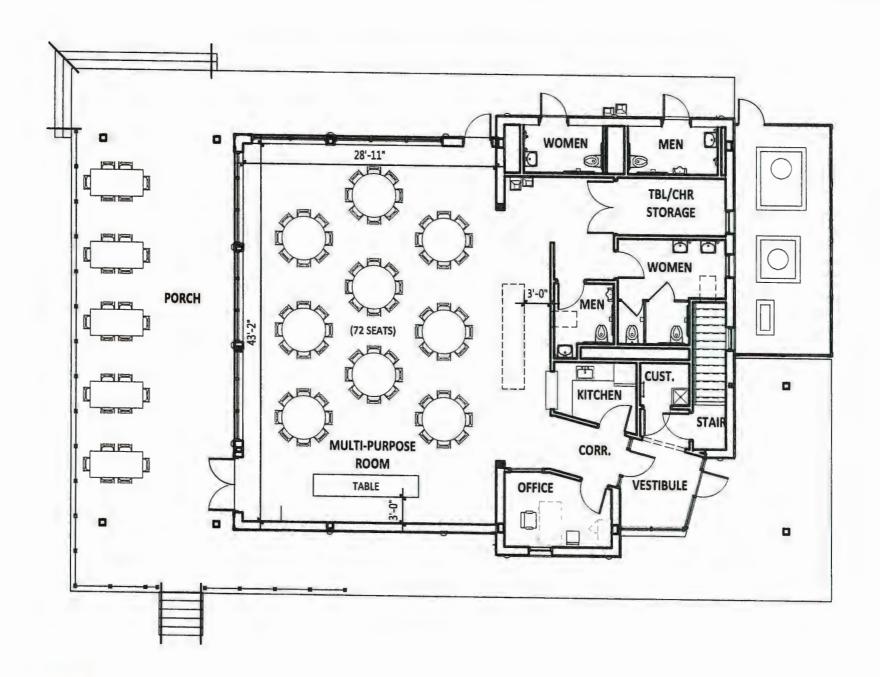


# **CLUBHOUSE PLAN W/ CHAIRS**

Scale: 3/32" = 1'-0"

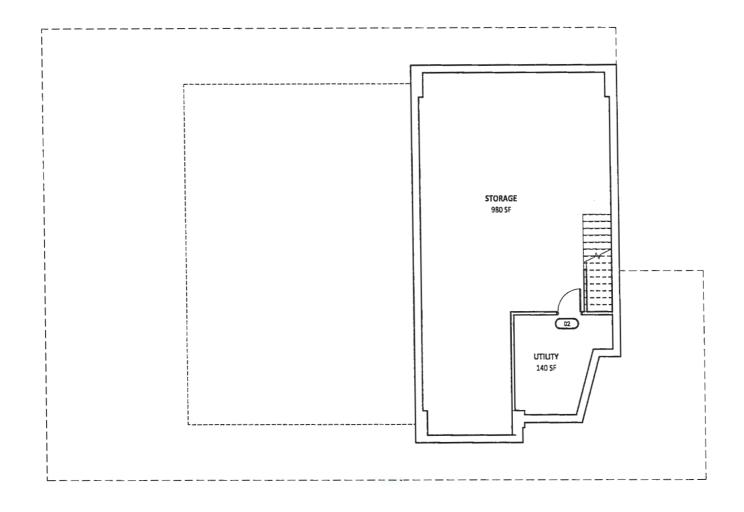
Date: JANUARY 2017

TOWNSHIP OF ABINGTON, CRESTMONT CLUBHOUSE









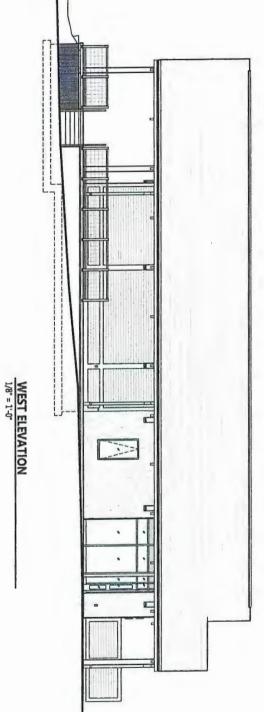
BASEMENT AREA - 1,165 SF.



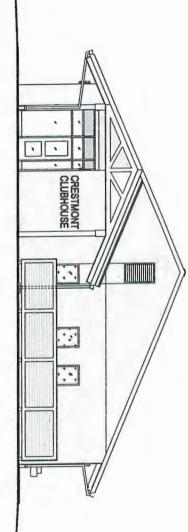


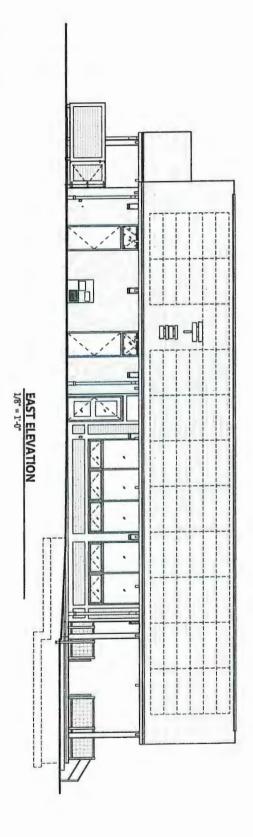


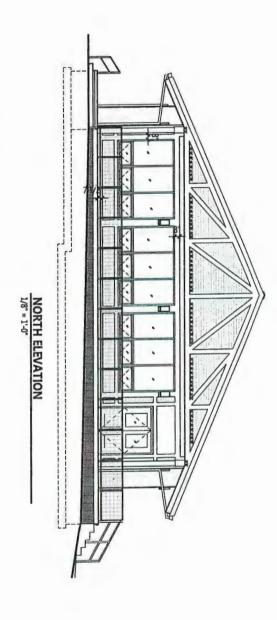












## **BOARD ACTION REQUEST**

March 1, 2017 **DATE** 

AGENDA ITEM NUMBER

**DEPARTMENT** 

**AGENDA ITEM** 

**TOWNSHIP MANAGER** 

**Community Development** 

Funding of the

Community Facility at Crestmont Park

ne

## **PREVIOUS ACTIONS**

None

## RECOMMENDED BOARD ACTION

Motion to authorize the use of funds from BB&T Account Number 1390000740639 in the amount of \$119,027.62 (as of 01/31/2017) to fund the construction of the new community facility at Crestmont Park. This account was established on August 31, 1990 for affordable housing purposes that has been replaced by funding from HUD and DCED.

## **COMMENTS**

(See Attached).





717-29-01-00 10550 0 C 001 28 50 004
TOWNSHIP OF ABINGTON
ABINGTON TOWNSHIP COMMUNITY DEVELOPMENT
RENTAL REHAB ACCT
1176 OLD YORK RD
ABINGTON PA 19001-3713

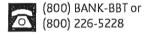
# Your account statement

For 01/31/2017

## Contact us



BBT.com



You've built a solid business network.

Now BB&T introduces a way to make it work for you:

**Refer up to 4 small businesses and receive \$400!** \* Refer fellow small businesses to open their first BB&T business checking account and you each receive \$100 deposited directly into your business checking accounts once offer requirements are met.

To participate in this incentive program, stop by your closest local financial center to pick up a registration form. Visit us online at BBT.com/Business for more information or call us at 800-BANK-BBT.

\* Referring Client Incentive: Up to a maximum of four (4) \$100 incentives (for a total of \$400) is available to a referring client for each referred business that meets qualifiers. Existing clients must have a BB&T business checking account in good standing with a balance greater than or equal to \$250 within 90 days after the referred account qualifies for the incentive. Accounts are only reviewed once.

ferred Client Incentive: A \$100 incentive will be paid to a referred client who meets the requirements of this offer. Offer is available for new business checking accounts in a referral coupon is submitted at account opening. The client's account must be in good standing with a balance greater than or equal to \$250 or have a minimum of 5 but. T Business Debit Card purchase transactions totaling at least \$250 within 90 days from account opening to be eligible. Accounts are only reviewed once. Normal account opening balances apply. All referral and account opening bonuses will be credited to eligible accounts via Direct Deposit within 120 days from account opening and reported to the IRS as required by law. This offer cannot be combined with any other offer or promotion. In addition to all qualifiers listed above, Non-Resident Alien clients must also submit a valid Form W-8, NRA Certification Statement and a copy of their passport to BB&T by the time the account is reviewed for incentive eligibility as described above.

BB&T, Member FDIC.

Account summary

© 2017, Branch Banking and Trust Company. All rights reserved

#### ■ PUBLIC FUND MONEY RATE SAVINGS 1390000740639

Account summary				
Your previous balance as of 12/31/2016	\$119,017.51	Interest paid this statement period		
Checks	- 0.00	2016 interest paid year-to-date		
Other withdrawals, debits and service charges	- 0.00	Interest rate		
Deposits, credits and interest	+ 10.11	Annual percentage yield (APY) earned		
Your new balance as of 01/31/2017	= \$119,027.62			

#### Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
01/31	INTEREST PAYMENT	10,11
Total de	eposits, credits and interest	= \$10.11

Interest summary

\$10.11 \$118.99 0.10% 0.10%



August 31, 1990

Abington Township Building 1176 Old York Road Abington, PA 19001

Attention: Edie Richards

Dear Ms. Richards:

As requested, enclosed please find two executed copies of our Agreement between Abington Township and Abington Federal Savings Bank.

I hope that this program will benefit both parties. I look forward to talking to you in the future.

Very truly yours,

Edward W. Gormley

Vice President/Secretary

EWG/jo

Enclosures.

#### AGREEMENT BY AND BETWEEN

#### THE TOWNSHIP OF ABINGTON AND

#### ABINGTON FEDERAL SAVINGS BANK

This AGREEMENT, entered into as of of this 3/ day of August 1990, by and between the Township of Abington, hereinafter referred to as the "Municipality" and Abington Federal Savings Bank, hereinafter referred to as the "Agent."

#### WITNESSETH THAT:

WHEREAS, the Municipality receives Community Development Block Grant Entitlement Funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, the Municipality wishes to utilize a portion of these Entitlement Funds to provide rehabilitation assistance to landlords under the Municipality's Rental Rehabilitation Program; and

WHEREAS, the Municipality will provide assistance in the forms of Conditional Grants and Low-Interest Loans to owners of residential rental properties for housing rehabilitation; and

WHEREAS, the Municipality wishes to deposit a portion of the Entitlement Funds with the Agent; and

WHEREAS, the Agent agrees to administer conditional grants and lowinterest loans to eligible participants in the Municipality's rental housing rehabilitation program in accordance with the provisions of this Agreement; and

WHEREAS, this Agreement must be executed describing the obligations and responsibilities of the parties and the terms and conditions of which such funds are to be deposited and used.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. The Municipality shall deposit available Entitlement Funds with the Agent in an interest-bearing account. Any interest earned shall be returned by the Agent to the Municipality. The Municipality, in turn, will return said funds to the Community Development Block Grant account as program income.
- 2. The Municipality through its agent, Abington Federal Savings
  Bank, shall make Conditional Grants available in the amount of
  fifty percent (50%) of the total cost of the rehabilitation and
  Low-Interest Loans of 7% per annum available for the balance of
  the rehabilitation costs to those applicants deemed eligible by
  both the Municipality and by the Agent. A Conditional Grant will
  be given for the first \$10,000.00 of the total rehabilitation
  costs. Rehabilitation costs over \$10,000.00 will be administered
  then 50% Conditional Grant, 50% Low-Interest Loan at 7% interest
  over a 10 year period.

- 3. The Agent shall research all credit information necessary to determine eligibility of all prospective applicants. The Municipality will have the authority to approve or to reject any application.
- 4. Administrative costs will be charged by the Agent to the Municipality in the amount of 3/8 of 1%. The Municipality will pay the Agent's normal fees and charges on behalf of the applicant as per the attached schedule. Agent shall have the right to pass on increases after first consulting with the Municipality to determine the necessity for such increases.
- 5. Proof of ownership of property and eligibility for participation in the Municipality's Rental Rehabilitation Program will be provided to the Agent by the Municipality and the Agent will make loans only to those approved applicants.
- 6. The Agent will use its own documents and notes for all loans made hereunder. Such loans may be secured by judgement notes or by mortgages. All loans made hereunder shall be payable to the Agent who will in turn transmit said payments including interest to the Municipality on a quarterly basis.
- 7. The Agent agrees to disburse funds only after approval in writing from the Municipality. Such disbursements will be authorized on a one-fourth (1/4) basis after inspection and verification by the Municipality's Building Inspector that one-quarter (1/4) of the work has been completed successfully and complies with Abington Township Code standards.
- 8. The Agent agrees to provide to the Municipality quarterly performance statements on the activity of the deposited funds, including the number of transactions each quarter, amount of interest accrued and other pertinent information concerning actual benefits provided by the Agent.
- 9. The Agent agrees that the repayment period for any housing rehabilitation loans approved by the Agent for participants in the Municipality's Rental Rehabilitation Program will not exceed ten (10) consecutive years. The Municipality may, at its discretion, or upon request by the participant establish shorter repayment terms.
- 10. This Agreement shall be in effect for ten (10) consecutive years commencing upon the execution of the Agreement.

- 11. If, through any cause, the Agent shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agent shall violate any of the covenants, agreements, or stipulations herein, the Municipality shall thereupon have the right to terminate this Agreement by giving written notice to the Agent of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination in addition to other remedies in law or equity. In the case of termination of this Agreement, or its expiration, any funds remaining in the Rehabilitation Account at the time of termination, including interest, shall be returned by the Agent to the Municipality. The Agent, in addition, shall provide to the Municipality a final report on the Rehabilitation Account and Program activity.
- 12. The Agent agrees to keep and maintain books, records, and other documents relating to the Program and agrees to permit any duly authorized representative from the Municipality, at all reasonable times, access to and the right to inspect, copy, audit and examine all such books, records, and other documents of the Agent until the completion of all closeout procedures relative to the Conditional Grant and the final conclusion and settlement of all issues arising out of the Conditional Grant.
- 13. The Agent acknowledges and agrees that the transfer of Conditional Grant/Loan funds by the Municipality to the Agent shall not be deemed an Assignment of Conditional Grant funds to the Agent, and that the Agent shall neither succeed to any rights, benefits or advantages of the Municipality under the Conditional Grant Agreement, nor attain any rights, privileges, authorities or interest in or under the Conditional Grant/Low Interest Loan Agreement.
- 14. Nothing contained in this Agreement or in the Conditional Grant/Low Interest Loan Agreement or any act of the Municipality or any of the Program participants shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Conditional Grant/Loan.
- 15. The Agent will hold the Municipality harmless and indemnify the Municipality from all claims, actions, causes of actions and demands arising out of any act or omission of the Agent in the performance of its services under this Agreement. Agent acknowledges that the Municipality is not liable to any party for completion of or the failure to complete any activities which are part of the Program.

- 16. No member, officer, or employee of the Municipality or its designees or agents, no member of the governing body of the Municipality or the locality in which the Program is situated, no other public official of the Municipality or such locality or localities who exercises or has exercised, and functions or responsibilities with respect to the Program during his or her tenure, shall have any interest, direct or indirect, in any contract, or subcontract, or the proceeds thereof, for work to be performed in connection with the Program, or in any activity or benefit therefrom which is part of this Program.
- 17. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind, made pursuant to this Agreement, shall be in writing. Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by registered or certified mail, return receipt requested, to be delivered only to the office of the addressee, addressed as follows:

Communications to the Municipality shall be mailed to:

Edie Richards Abington Township Building 1176 Old York Road Abington, PA 19001

Communications to the Agent shall be mailed to:

Edward W. Gormley Abington Federal Savings Bank 180 York Road Jenkintown, PA 19046

- 18. This Agreement shall bind and the rights, benefits, advantages and obligations shall inure to the Agent's successors. No assignment will occur without the written consent of the Municipality.
- 19. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.
- 20. This Agreement constitutes the entire Agreement between the Municipality and the Agent and supersedes all prior oral and written agreements between the parties hereto with respect to the subject Program.

- 21. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.
- 22. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing, executed by the Municipality and the Agent. This Agreement, as it may affect the rights, remedies, duties and obligations of the Municipality, shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

Unless otherwise terminated by the Municipality or Agent, or by the mutual consent of the Municipality and Agent, this Agreement shall terminate upon completion of all closeout procedures respecting the Grant.

All unobligated funds or deposits must be returned to the Municipality at the termination of This Agreement.

IN WITNESS WHEREOF, the parties to this Agreement are legally bound and have executed this Agreement as of the date first above written.

ATTEST:

Reeder, Secretary

TOWNSHIP OF ABINGTON

ABINGTON FEDERAL SAVINGS BANK

## **BOARD ACTION REQUEST**

March 1, 2017

**DATE** 

PA 3
AGENDA ITEM NUMBER

DEPARTMENT

**AGENDA ITEM** 

**TOWNSHIP MANAGER** 

Administration

Lubavitch of Abington Lease Extension Alverthorpe Manor



## **PREVIOUS ACTIONS**

June 12, 2012 – The Board of Commissioners approved a one-year lease with the Lubavitch of Abington at Alverthorpe Manor. The lease provided for up to 4 additional one-year extensions which have been subsequently approved by the Board.

## RECOMMENDED BOARD ACTION

Motion to approve a seven (7) year lease extension at Alverthorpe Manor for the Lubavitch of Abington effective August 1, 2017 at a base rate of \$20,025.21 annually with all other terms remaining the same.

## **COMMENTS**

## **BOARD ACTION REQUEST**

## **PUBLIC AFFAIRS COMMITTEE**

March 1, 2017

**DATE** 

AGENDA ITEM NUMBER

DEPARTMENT

**AGENDA ITEM** 

**TOWNSHIP MANAGER** 

Administration

Policy on the Naming of Township Facilities



## **PREVIOUS ACTIONS**

February 1, 2017 - Public Affairs Committee discussed a Draft Naming Policy and offered recommendation on revisions.

## RECOMMENDED BOARD ACTION

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

## **COMMENTS**

Revised Policy attached (changes highlighted).

#### **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, park, 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.
- As a general guideline, no facility shall be considered for naming in honor of an elected official or Township employee until a minimum of three (3) years after their retirement, separation from office or death.

#### **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 input.
- After receipt of the ward Commissioner's input, the naming proposal will be listed on the next Public Affairs Committee meeting for discussion and public comment.
- Upon the recommendation of the Public Affairs Committee, the naming proposal shall move to the full Board of Commissioners 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 <u>before</u> installation. The <u>Township would</u> be receptive to contributions by the initial requestor towards the cost of any signage.

ADOPTED this	day or	, 2017.
		BOARD OF COMMISSIONERS
		WAYNE C. LUKER, President
ATTEST:		
MICHAEL LEFEVRE, Secretary	y	

#### **BOARD ACTION REQUEST**

March 1, 2017

**DATE** 

PA 5
AGENDA ITEM NUMBER

**DEPARTMENT** 

**AGENDA ITEM** 

**TOWNSHIP MANAGER** 

Administration

Acquisition of Undeveloped Ground on Robinson Avenue



## **PREVIOUS ACTIONS**

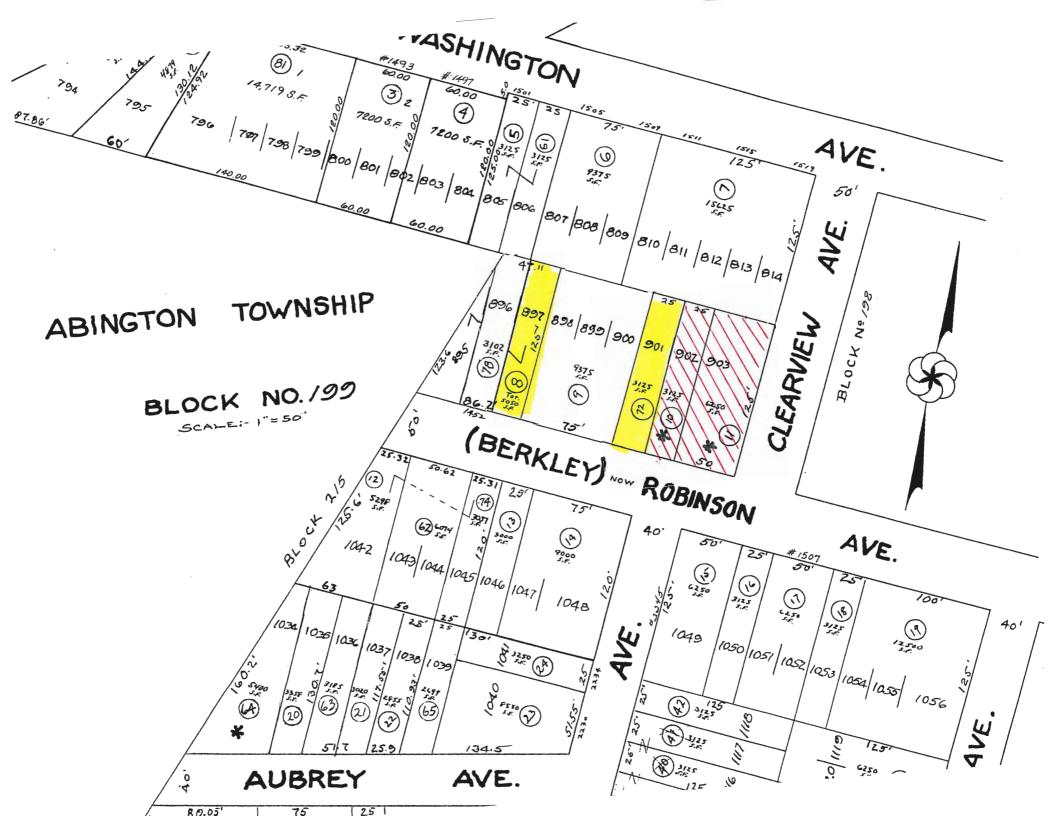
September 2014 – Board approved acquisition of two (2) Robinson Avenue undeveloped parcels adjacent to the ones under consideration at this time. (30-00-57068-00-7 and 30-00-57072-00-3)

#### RECOMMENDED BOARD ACTION

Motion to approve the acquisition for \$1 each two underground parcels (30-00-57076-00-8) (30-00-57080-00-4) on Robinson Avenue off Clearview through a repository sale from the Montgomery County Tax Claim Bureau and to authorize the Township Manager to execute any necessary documents to effectuate the bid. Acquisition contingent on receipt of a favorable title search and Phase I Environmental Assessment.

## **COMMENTS**

Parcels under consideration are highlighted in yellow on the attached plot plan. The two parcels acquired in 2014 identified in red.



#### **Board of Commissioners**

#### BOARD ACTION REQUEST

March 1, 2017

PA 6
Agenda Item Number

#### **AGENDA ITEM**



**TOWNSHIP MANAGER** 

20

Motion to Advertise Bid for Datacenter Upgrade

PREVIOUS.	ACTIONS:
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None

#### RECOMMENDED BOARD ACTION:

Motion to advertise bid for Datacenter Upgrade.

#### **COMMENTS**:

Bid Schedule:

Pre-bid Meeting Monday April 3rd 12:00 PM, 2<sup>nd</sup> floor board room Bids opened On April 17th 12:00 PM, 2<sup>nd</sup> floor board room Bid becomes public March 13<sup>th</sup>, 2017 assuming approval at March 9<sup>th</sup> Board Plan to update data center from 2010 to hardware, Project background from the bid documents:

In 2010, Abington Township upgraded its existing datacenter of 10 physical servers, to a virtual environment utilizing VMWare. Ten Dell Power Edge servers were migrated from physical to virtual, on to two HP ProLiant DL360 G6 servers. These VMs were stored on an HP Lefthand server cluster containing two devices. (Technical specs of these servers are available as part of this document)

Since then, the warranties on these devices have lapsed and minimal maintenance has been performed and the OS of the host servers have not been updated in some time. As of writing this document, Abington Township has been fortunate enough not to have any major hard ware failures, and aside from a memory upgrade in 2013 and minor maintenance, these servers are mostly in the physical condition of when they were bought.

The virtual servers hosted here provide numerous functions such as running multiple SQL servers, storing hundreds of gigabytes of data for our 200+ employees, managing antivirus endpoint clients, DHCP, print services and many other application servers.

The main portion of this project is that Abington Township would like to upgrade our hardware, software, licensing and respective warranties to hopefully get, at a minimum, 5 years out of our datacenter, with minimal problems and downtime.

We also have two other goals with this project. The first is to replace our system of backups. Abington Township has been using a Dell Power Vault 110T and 200/400GB tapes, with Symantec Backup exec 12 to perform its daily and weekly backups, along with our archives. We would like to move to a disk-to-disk solution better suited to our virtual environments and retire all our tapes in regular rotation to archive.

The second, additional goal would be to provide some disaster recovery and business continuity, should the Township Building experience a major failure. The Township Building at 1176 Old York Road is connected via a fiber line to our public works facility at 2201 Florey Lane. We see an opportunity to physically separate our server cluster so that if the Township Building were to experience a major failure (power, flooding, fire, etc.) that the facility at Florey Lane can house part of our datacenter and resume production fully, temporarily while we work to restore the data center at the Township Building.

## BOARD ACTION REQUEST PUBLIC AFFAIRS

March 01, 2017	P
Date	Agenda Item N

**DEPARTMENT** 

**AGENDA ITEM** 

TOWNSHIP MANAGER

Parks & Recreation

Crestmont Park Basketball Court Replacement

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#### PREVIOUS ACTIONS

The Township Manager authorized the advertising of the contract for bids for the Crestmont Basketball Court Replacement. Bids were received and opened on Friday February 17, 2017.

## RECOMMENDED BOARD ACTION

Motion to reject all bids recieved and authorize rebidding through PennBid.

#### **COMMENTS**

Two bids were received and both bids came in over the amount allocated for this project. A Bid tabulation sheet attached.

# BID TABULATION CRESTMONT BASKETBALL COURT REPLACEMENT

Bid Due Date: Friday, February 17, 2017 @ 3:00 PM Bid Opening: Friday, February 17, 2017 @ 3:15 PM

COMPANY	BID BOND	EXPERIENCE RECORD	NON- COLLUSION	AMOUNT
APCON	V	V	V	\$68,750.00
Polaris Construction	7		V	\$79,999.00