

ABINGTON TOWNSHIP

July 12, 2018



BOARD AGENDA



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A July 12, 2018 7:30 PM

CALL TO ORDER

ROLL CALL MYERS, BRODSKY, ROTHMAN, DiPLACIDO, SANCHEZ, THOMPSON,
SCHREIBER, HECKER, SPIEGELMAN, VAHEY, GILLESPIE, ZAPPONE,
BOWMAN, KLINE, LUKER

PLEDGE OF ALLEGIANCE

BOARD PRESIDENT ANNOUNCEMENTS

a. PRESENTATIONS

- a. Recognition of Sergeant Jennifer Doyle and Canine Bella for receiving the National Explosives Detector Dog Certification (*Chief Pat Molloy*)
- b. Swearing of Officer Troy Senne as Sergeant (*Chief Pat Molloy*)
- c. Robert Montgomery Award (*Commissioner Matt Vahey*)

b. PUBLIC COMMENT ON AGENDA ITEMS

c. CONSENT AGENDA

- a. **Minutes** Motion to Approve the Minutes from the Board of Commissioners Meeting of June 14, 2018.
- b. **FC-01-061918** Motion to accept December 31, 2017 Township of Abington CAFR and Audited Financial Statements, Single Audit Report, Tax Office Financial Statements and Agreed Upon Procedures, as presented by Township independent auditors, Bee Bergvall & Co.
- c. **FC-02-061918** Motion to approve investments for the month of May as previously circulated to the Board. It was noted that investments for the month totaled \$1,544,000.00. Interest rate yields ranged from 2.150% to 2.450%.
- d. **FC-04-061918** Motion to approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of May as previously circulated to the Board. Clearing fund receipts and disbursements for the month of May 2018 were \$1,040.98 and (\$18,722.93), respectively. Deferred Revenue/Expense receipts and disbursements for the month of May 2018 were \$11,138.73 and (\$0.00) respectively.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A July 12, 2018 7:30 PM

- e. **FC-05-061918** Motion to approve the Advance and Travel Expense activity for May 2018 as previously circulated to the Board. Advance and Travel Expense reports were \$0.00 and \$5,921.04 respectively. Five-month expenses totaled \$20,089.91.

d. UNFINISHED BUSINESS

a. ADMINISTRATIVE CODE AND LAND USE COMMITTEE COMMISSIONER BEN SANCHEZ, CHAIR

- ACL-01-061418** Motion to approve the Minor Subdivision Application of Harrise Yaron, Jennifer Parke, Scott Taitleman and Jamie Frey for the property located at 936 Moredon Road, and to grant the waiver of Section 146-27 of the Township's Subdivision and Land Development Ordinance related to the installation of sidewalks. The granting of the waiver is subject to a note being placed on the minor subdivision plan that the waiver granted from the Township's Subdivision and Land Development Ordinance Section 146-27 relating to installation of sidewalks is granted only for the minor subdivision application of Harrise Yaron, Jennifer Parke, Scott Taitleman and Jamie Frey approved by resolution # 18-030 of the Abington Township Board of Commissioners. Any future work at 936 Moredon Road that 1) requires subdivision that creates a buildable lot; and/or 2) requires land development approval, shall be required to install sidewalks and curbing and shall not be eligible for a waiver request."

- ACL-03-061418** Motion to approve the waiver of two permit fees for the Roslyn VFW. The first waiver is for the construction permit in the amount of \$854.00. The second permit fee waiver is for on-site storm water management and inspection fees total \$360.00; totaling \$1,214.

Motion to approve the waiver of permit fees for the Salem Baptist Church including the construction permit, on-site storm water management and inspection fees.

e. NEW BUSINESS

a. PUBLIC WORKS COMMITTEE COMMISSIONER TOM HECKER, CHAIR

- PW-01-071218** Motion to execute Resolution #18-029 to ratify the submission, approve and support the filing of the inter-municipal grant application for the upgrade of the traffic signal at Township Line Road and Washington Lane.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A July 12, 2018 7:30 PM

PW-02-071218 Motion to adopt Resolution #18-028 authorizing the Township Manager sign and submit all Traffic Signal Approval Applications pertaining to the 2015 Green Light Go Grant - Traffic Signal LED Upgrades.

b. PUBLIC SAFETY COMMITTEE COMMISSIONER LORI SCHREIBER, CHAIR

PS-01-071218 Motion to adopt Ordinance No. 2157, amending Chapter 156 - "Vehicles and Traffic," Article II - "Traffic Regulations," Section 14 - "Stop Intersections," and Article III - "Parking Regulations," at Sections 25 - "Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner," and 28 - "Special Purpose Parking Zones," to add stop intersections on King Road, Garden Road, and Wesley Avenue; add "No Parking Here to Corner" signs on Keswick Avenue; repeal "No Parking Here to Corner" signs on Fairhill Avenue, add Special Purpose parking restrictions on Rockwell Road and repeal Special Purpose parking restrictions on Arlington Avenue, all as more fully set forth in the Ordinance.

c. PUBLIC AFFAIRS COMMISSIONER TOM BOWMAN, VICE -CHAIR

PA-01-071218 Motion to adopt Resolution No. 18-027 Board of Commissioners of the Township of Abington, Montgomery County approving the Fiscal Year (FY) 2018 Annual Action Plan for the use of Federal CDBG Funds.

d. FINANCE COMMITTEE VICE-PRESIDENT STEVEN KLINE, CHAIR

Accept the Treasurer's Report: Township Treasurer, Jay W. Blumenthal

FC-03-061918 Motion to approve the May expenditures, as previously circulated to the board, in the amount of \$3,950,575.99 and salaries and wages in the amount of \$1,822,240.01, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of August 2018.

(Motion and Roll Call)

PUBLIC COMMENT

ADJOURNMENT



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS Regular Public Meeting

A G E N D A
July 12, 2018
7:30 PM

BOARD POLICY ON AGENDA ITEMS

For information Purposes Only

Board President Announcements

This item on the Board of Commissioners Agenda is reserved for the Board President to make announcements that are required under law for public disclosure, such as announcing executive sessions, or for matters of public notice.

Public Comment

Public Comment on Agenda Items is taken at the beginning of regularly scheduled Public Meetings prior to any votes being cast. When recognized by the presiding Officer, the commenter will have three minutes to comment on agenda items at this first public comment period. All other public comment(s) not specific to an agenda item, if any, are to be made near the end of the public meeting prior to adjournment. Public comment on agenda items at regularly scheduled Board of Commissioner Committee meetings will be after a matter has been moved and seconded and upon call of the Chair for public comment.

Presentations

Should the Board of Commissioners have an issue or entity that requires time to present an issue to the Board, that is more than an oral description relating to an agenda item under consideration, The Board may have that matter listed under Presentations. If nothing is listed under presentations, then there is no business to conduct in that manner.

Consent Agenda

Items of business and matters listed under the Consent Agenda are considered to be routine and non-controversial and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired by Board of Commissioner Members, that item is to be identified by the Board member and will be identified and removed from the Consent Agenda, and will be considered separately at the appropriate place on the Agenda.

Unfinished Business

Items for consideration as unfinished business are matters that have been considered for action at a public Board Meeting and have not been tabled to a date certain or voted upon.

New Business

Items for consideration as new business are matters that have been considered for action at the Board Committee Meeting. It is Board practice to not introduce new business at Board Committee Meetings.



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS *Regular Public Meeting*

A G E N D A
July 12, 2018
7:30 PM

BOARD POLICY ON PUBLIC PARTICIPATION

For information Purposes Only

The Township shall conduct business in accordance with the Commonwealth of Pennsylvania Laws governing the conduct of public meetings and only establish guidelines that shall govern public participation at meetings consistent with the law.

Each commenter shall:

- Direct their comments to the Presiding Officer;
- Speak from the podium or into a microphone designated by the presiding officer;
- State their name for the record;
- Either orally or in writing provide their address for the record;
- Have a maximum of three minutes to make their comments. Each commenter when speaking to a specific agenda item, is to keep their comments relative to that identified agenda item;
- Speak one time per agenda item;
- When commenting on non-agenda items, the commenter is to keep their comments related to matters of the Township of Abington, Montgomery County, Pennsylvania.
- State a question to the Presiding Officer after all commenters have spoken, and;
- Be seated after speaking or upon the request of the presiding officer;
- Not engage in debate, dialogue or discussion;
- Not disrupt the public meeting, and;
- Exercise restraint and sound judgement in avoiding the use of profane language, and the maligning of others.



PUBLIC SAFETY COMMITTEE

AGENDA ITEM

7-3-18

DATE

Police

DEPARTMENT

PRESENTATION

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Swearing of Officer Troy Senne as Sergeant

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:



PUBLIC SAFETY COMMITTEE

AGENDA ITEM

7-3-18

DATE

Police

DEPARTMENT

PRESENTATION

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Recognition of Sergeant Jennifer Doyle and Canine Bella for receiving the National Explosives Detector Dog Certification

EXECUTIVE SUMMARY:

This year Sergeant Doyle and Canine Bella participated in the National Detector Dog Trials and Certification program which is both a competition and certification process. Canine teams from around the United States met to attempt to earn their National Explosives Detector Dog Certification, a certification that is much harder to achieve than on a Regional level due to the strictness of the judges. To obtain this certification, canine teams must search 30 sample containers and correctly identify all 10 explosives used in the test. Sergeant Doyle and Canine Bella are the first Abington Police Canine Team to earn a National Explosives Detector Dog Certification and we are so proud of them! We would like to recognize Sergeant Doyle and Canine Bella for their hard work in achieving this prestigious certification.

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

CONSENT AGENDA



FINANCE COMMITTEE

AGENDA ITEM

JUNE 19, 2018

FC-01-061918

DATE

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Acceptance of 2017 Township of Abington CAFR and Audited Financial Statements, Single Audit Report, Tax Office Financial Statements and Agreed Upon Procedures

EXECUTIVE SUMMARY:

Jennifer McHugh of Bee Bergvall & Co. presented a preliminary review of the 2017 audit at the Finance Committee meeting on June 19, 2018. Information on the financials was forwarded to all Commissioners with their packets on June 15, 2018.

PREVIOUS BOARD ACTIONS:

On July 13, 2017 the Board of Commissioners approved the motion to accept December 31, 2016 Township of Abington CAFR and Audited Financial Statements, Single Audit Report, Tax Office Financial Statements and Agreed Upon Procedures, as presented by Township independent auditors, Bee Bergvall & Co.

RECOMMENDED BOARD ACTION:

Motion to accept December 31, 2017 Township of Abington CAFR and Audited Financial Statements, Single Audit Report, Tax Office Financial Statements and Agreed Upon Procedures, as presented by Township independent auditors, Bee Bergvall & Co.

Abington Township

End of Audit Summary – December 31, 2017

Reports –

- Township CAFR financial statement
- Single Audit financial statement
- Tax Office Agreed Upon Procedures
- Tax Office financial statement

Financial Statements –

- Unmodified opinion (clean opinion)
- Information is fairly stated and in compliance with accounting standards

Nonattest Services – We provided the following services in addition to the audit:

- Assisted in preparing the capital asset schedules
- Proposed or correcting adjusting journal entries
- Prepared the financial statements
- Prepared the DCED report

Audit Testing Results – An audit provides reasonable assurance (not absolute) and is based on testing, sampling, comparisons. 100% of items are not tested.

- Records were neat and orderly
- Staff was always very helpful and knowledgeable
- Multiple levels of internal control and good segregation of duties
- Good written policies and procedures
 - Single Audit – the Township will expand its written internal controls over procurement procedures to comply with the new Federal Uniform Grant Guidance requirements to oversee contractors performance
- Departments selected for testing –
 - Front Desk
 - Police
 - Library
 - Codes
 - Park & Recreation
 - Tax Office agreed upon procedures
- Supporting documentation –
 - Support was provided for all items selected for testing

Audit Entries Made –

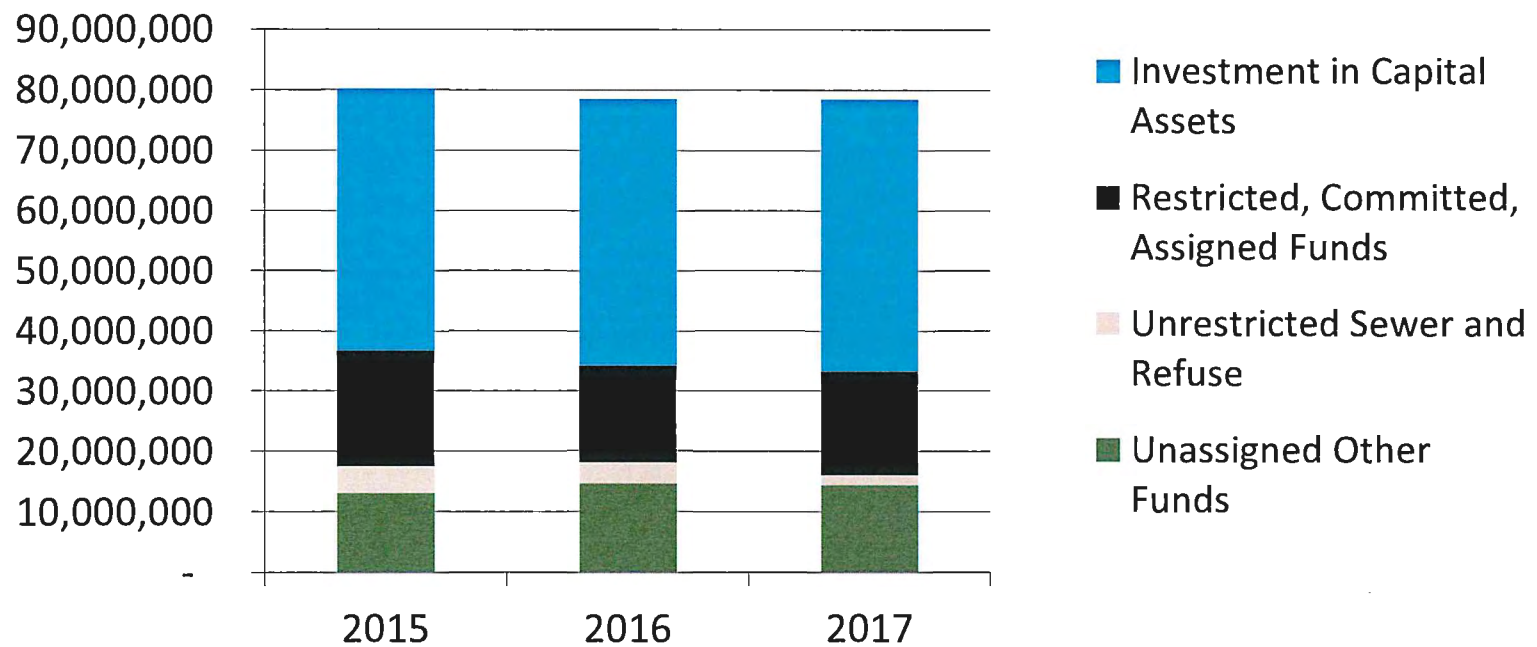
- Reclassifications
- Correct loan proceeds and disbursement entry
- Standard year end entries:
 - Capitalize fixed assets for Proprietary Funds
 - Record current year changes to pension deferred items and the net pension liability
 - Record change in OPEB
 - Adjust claims payable balance to actuaries report

Accounting Standards –

- Implemented in 2017 –
 - GASB 74 OPEB footnotes – see footnote 11 in financial statement
 - GASB 75 OPEB liability –see Statement of Net Assets in financial statement
- Future impacts –
 - GASB Statements 87 Leases - Implementation in 2020
 - Right-to-use assets
 - Lessee recognizes a lease liability and a lease asset
 - Lessor recognizes a lease receivable and a deferred inflow of resources, remove asset

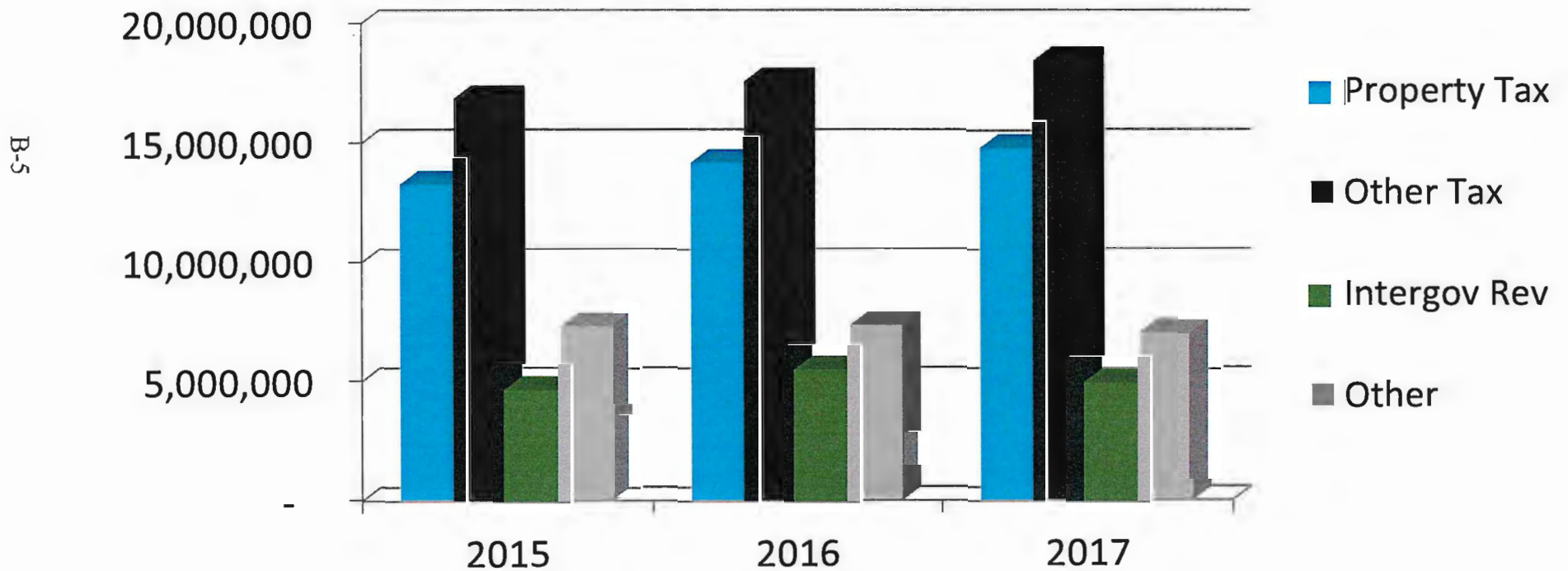
Charts - see handout

Governmental & Proprietary Funds Combined



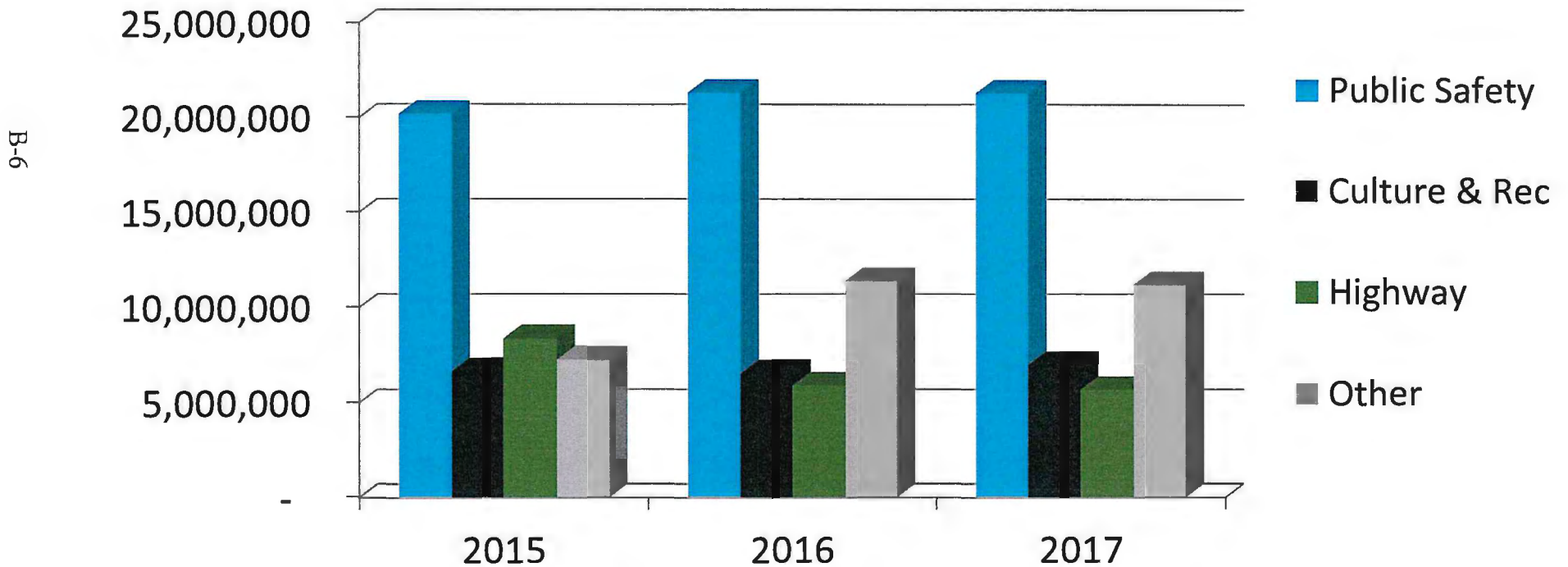
Governmental Funds - Revenues

(Excludes interfund transfers and debt issuance activity)



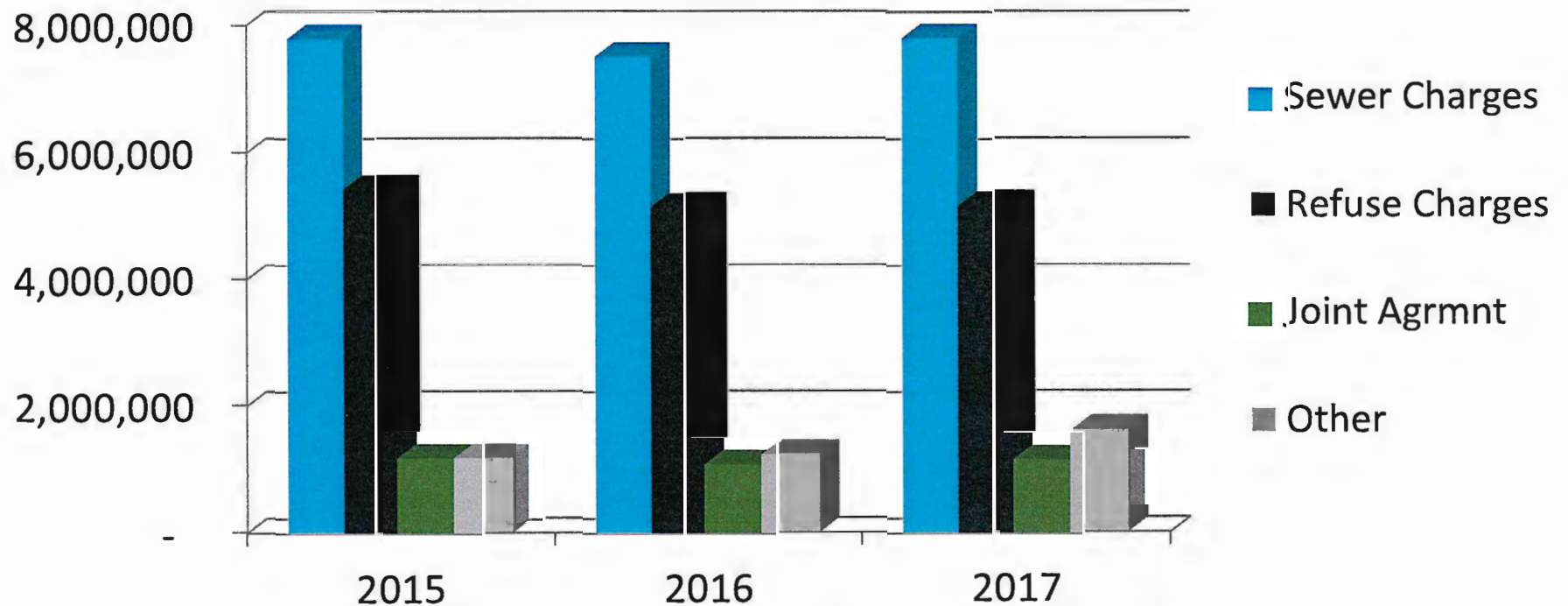
Governmental Funds - Expenditures

(Excludes interfund transfers and debt issuance activity)



Proprietary Funds - Revenues

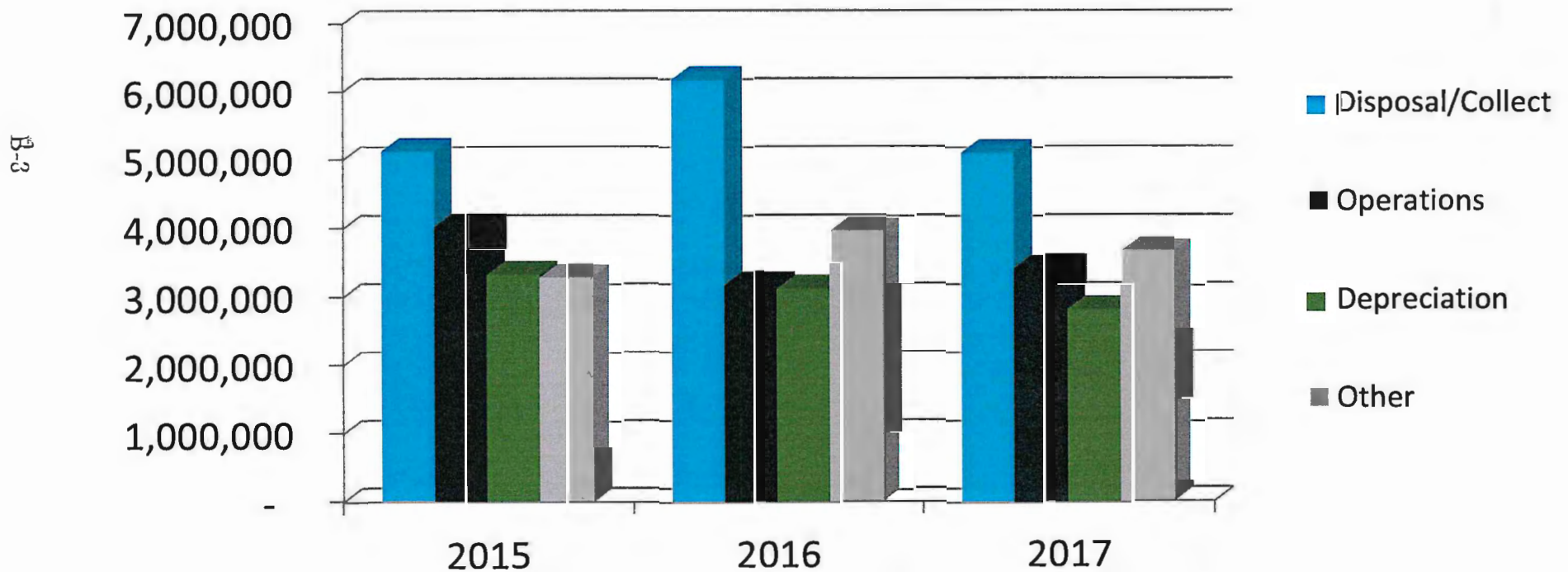
(Excludes interfund transfers)



B-7

Proprietary Funds – Expenditures

(Excludes interfund transfers)





FINANCE COMMITTEE

AGENDA ITEM

JUNE 19, 2018

DATE

Finance

DEPARTMENT

FC-02-061918

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☐

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Investments

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve investments for the month of May. It was noted that investments for the month totaled \$1,544,000.00. Interest rate yields ranged from 2.150% to 2.450%.

SCHEDULE OF INVESTMENTS
MAY 2018

MATURITY	DATE	FINANCIAL INSTITUTION	FUND	CASH	DISCOUNT PREMIUM	INTEREST	REINVESTED/ NEW INVESTMENT	MATURITY DATE	RATE	Y-T-M	NEXT CALL
NEW	05/08/18	PACIFIC WESTN BANK	SEWER CAPITAL				170,000.00	05/08/19	2.15%	2.150%	
10,000.00	05/11/18	MERCHANTS & FARMERS BANK	SEWER OPER	10,000.00							
47,000.00	05/16/18	TBK BANK	PERM IMP	47,000.00							
30,000.00	05/17/18	ALLY BANK	SEWER OPER	30,000.00							
100,000.00	05/17/18	ALLY BANK	REFUSE	100,000.00							
245,000.00	05/23/18	DISCOVER BANK	GENERAL	245,000.00							
245,000.00	05/23/18	TCF NATIONAL BANK	GENERAL	245,000.00							
245,000.00	05/23/18	SUMMIT COMMUNITY BANK	GENERAL	245,000.00							
245,000.00	05/25/18	STEARNS BANK	GENERAL	245,000.00							
NEW	05/25/18	CATHAY BANK	GENERAL			(56.17)	245,000.00	11/18/19	2.35%	2.350%	
NEW	05/25/18	FARMERS BANK	GENERAL			(106.15)	220,000.00	11/18/19	2.35%	2.350%	
NEW	05/25/18	HANMI BANK	GENERAL			(7.00)	220,000.00	08/26/19	2.30%	2.300%	
NEW	05/25/18	NEW YORK COMMUNITY BANK	SEWER OPER				40,000.00	05/24/19	2.20%	2.200%	
NEW	05/30/18	INVESTORS BANK	GENERAL				245,000.00	12/02/19	2.45%	2.450%	
NEW	05/30/18	TCF NATIONAL BANK	GENERAL				245,000.00	12/02/19	2.40%	2.400%	
NEW	05/30/18	BANKUNITED	PERM IMP				54,000.00	5/30/19	2.20%	2.200%	
198,000.00	05/30/18	TBK BANK	GENERAL	198,000.00							
NEW	05/30/18	ENTERPRISE BANK & TRUST	REFUSE				105,000.00	5/30/19	2.20%	2.200%	
1,365,000.00				1,365,000.00	0.00	(169.32)	1,544,000.00				



FINANCE COMMITTEE

AGENDA ITEM

JUNE 19, 2018

DATE

FC-04-061918

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Clearing Fund/Deferred Revenue and Expense/Petty Cash

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve the Clearing Fund, the Deferred Revenue/Expense activity and Petty Cash balances for the month of May. Clearing fund receipts and disbursements for the month of May 2018 were \$1,040.98 and (\$18,722.93), respectively. Deferred Revenue/Expense receipts and disbursements for the month of May 2018 were \$11,138.73 and (\$0.00) respectively.

CLEARING FUND ANALYSIS

Description	Beginning Balance 05/01/18	Receipts	Disbursements	Ending Balance 04/30/18
Sales Tax	0.00			0.00
Sales Tax-Refuse	176.80	223.62	(176.80)	223.62
Sales Tax-Rain Barrels	71.77	52.36	(71.77)	52.36
Sales Tax-Bare Root Trees	0.00			0.00
SPS WWTP	18,456.36		(18,456.36)	0.00
Training Center	0.00			0.00
State Mandated Permit Fees	818.00	765.00	(18.00)	1,565.00
Art Center RACP	0.00			0.00
Totals	19,522.93	1,040.98	(18,722.93)	1,840.98

DEFERRED REVENUE/EXPENSE

HRC-Jnktwn Rotary Donation for YMCA Project	250.00			250.00
HRC-Jnktwn Rotary Donation	1,235.00			1,235.00
Donation-Police Laser Purchase	250.00			250.00
Police Recruitment/Academy	813.00	11,078.73		11,891.73
Data Center Upgrade-MJM Systems	0.70			0.70
Calendar Ads	1,750.00			1,750.00
DVPLT Truck #332	12,521.00			12,521.00
DVIT Reimb - Stevens	0.00	60.00		60.00
TOTALS	16,819.70	11,138.73	0.00	27,958.43

EAC

EAC Green Account	1,190.61			1,190.61
Jackson Park	1,279.82			1,279.82
TOTALS	2,470.43	0.00	0.00	2,470.43

EAC SUSTAINABILITY PROJECTS

EAC SUSTAINABILITY PROJECTS	12,296.68	872.64	(489.21)	12,680.11
TOTALS	12,296.68	872.64	(489.21)	12,680.11

CASH BALANCES (See Attached)**PETTY CASH FUNDS**

Finance Office	500.00
Parks - Regular	100.00
Ardsley Community Center	100.00
Briar Bush - Regular	75.00
Police Admin	300.00
Police - SIU	500.00
Police-Records Office	50.00
Wastewater Administration	50.00
Public Works	50.00
Reception	75.00

TOTAL PETTY CASH FUNDS: 1,800.00

* Audited the following Petty Cash accounts and everything was within proper standards

		Cash	Investments	Fund Total
01	GENERAL FUND	18,782,373.47	8,225,000.01	27,007,373.48
02	SEWER OPERATIONS	6,796,331.57	2,372,388.17	9,168,719.74
03	HIGHWAY AID	1,905,155.14	0.00	1,905,155.14
04	FLOOD MITIGATION FUND	0.00	0.00	0.00
05	OPEB - HEALTH COST FUND	2,870,815.51	13,636,259.58	16,507,075.09
06	GRANT FUND	65,579.50 CR	0.00	65,579.50 CR
07	PERMANENT IMPROVEMENT	6,556,070.53	1,279,000.02	7,835,070.55
08	PARKS CAPITAL	126,719.06	0.00	126,719.06
10	TUITION REIMBURSEMENT FUND	41,669.50	0.00	41,669.50
11	RENTAL REHAB	7,624.86	0.00	7,624.86
12	CLEARING FUND	1,840.98	0.00	1,840.98
13	WORKER'S COMPENSATION	349,751.13	1,151,000.01	1,500,751.14
14	REFUSE FUND	4,187,722.26	250,000.02	4,437,722.28
15	MAIN ST MGR/ECON DEVELOP FUND	13,475.51	0.00	13,475.51
16	S.I.U.	9,231.70	0.00	9,231.70
17	SEWER CAPITAL	3,653,919.21	3,093,000.02	6,746,919.23
18	CDBG	0.00	0.00	0.00
	Grand Total:	45,237,120.93	30,006,647.83	75,243,768.76



FINANCE COMMITTEE

AGENDA ITEM

JUNE 19, 2018

DATE

Finance

DEPARTMENT

FC-05-061918

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes ☐

No ☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes ☐

No ☒

AGENDA ITEM:

Training and Conference Expenses

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve the Advance and Travel Expense activity for May 2018. Advance and Travel Expense reports were \$0.00 and \$5,921.04 respectively. Five-month expenses totaled \$20,089.91.

2018 TRAINING AND CONFERENCE EXPENDITURES					
Employee Name	Event	Current Advances	Submitted 05/31/2018	YTD Expenses 2018	Ending Advance Balance 05/31/2018
Chief Molloy	PELRAS 36th Annual Meeting State College, PA 16803 03/13/2018 to 03/16/2018			230.00	
Ofcrs. Nyman, Brown, McMenamin, Hummel & Blythe	36th Annual Hostage Negotiation Hunt Valley, MD 02/06/2018 to 02/07/2018			780.00	
Ofcrs. Corbett, Jones, Ficzko Welsh, Posey & Ammaturo	Street Survival 2018 Atlantic City, NJ 02/21/2018 to 02/22/2018			2,010.78	
Dave Hendler	Annual Cody Conference Hershey, PA 05/01/2018 to 05/02/2018		334.91	534.91	
Jeannette Hermann	Comm. Of PA (Bureau of Worker's Comp.) Harrisburg, PA 06/07/2018 to 06/08/2018			691.78	
Chief Molloy	FBI National Academy Lancaster, PA 05/19/2018 to 05/22/2018			435.32	
Sgt. Magee	PLEAC Conference Harrisburg, PA 03/26/2018 to 03/29/2018			413.60	
Jessica Tholey	2018 PRPS Annual Conference Pocono Manor, PA 03/27/2018 to 03/30/2018		300.84	1,287.52	
Jeannette Hermann	PELRAS Conference State College, PA 03/14/2018 to 03/16/2018		390.60	1,039.19	
Dave Schramm	CPSE Excellence Conference Orlando, FL 03/12/2018 to 03/17/2018			2,193.74	
Scott Dinsmore	2018 Traffic Safety Conference State College, PA 04/03/2018 to 04/06/2018			400.88	
Greta Brunschwyler	American Alliance for Museums Phoenix, AZ 05/05/2018 to 05/09/2018			425.00	
Det. Beaghley	Teel Technologies Norwalk, CT 06/18/2018 to 06/22/2018		569.25	4,519.25	
Lt. Porter & 17 add'l officers	Ft. Indiantown Gap SWAT Training Ft. Indiantown Gap, PA 05/07/2018 to 05/08/2018			802.50	

2018 TRAINING AND CONFERENCE EXPENDITURES					
Employee Name	Event	Current Advances	Submitted 05/31/2018	YTD Expenses 2018	Ending Advance Balance 05/31/2018
*Jeffrey Glynn	FDIC International 2018 Indianapolis, IN 04/22/2018 to 04/28/2018		3,607.44	3,607.44	
*Chief Molloy	105th Annual Education & Training Pocono Mountain, PA 06/17/2018 to 06/20/2018		718.00	718.00	
Total		0.00	5,921.04	20,089.91	0.00

*New Activity

EXPENSES BY DEPARTMENT:

Briar Bush	\$425.00
Commissioners	
Administration	
Police	10,845.24
Parks	1,287.52
Public Works	
Fire Marshal	5,801.18
Finance	1,730.97
Code	
WWTP	
Total	<u>\$20,089.91</u>

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PERMANENT IMPROVEMENT FUND 5/31/18**

	Beginning Balance 05/01/18	Monthly Activity	Ending Balance 05/31/18
<u>ASSETS:</u>			
Cash in Bank:			
Operating Cash	6,336,394.08	(185,500.90)	6,150,893.18
Wells Fargo Cash	6,957.29	(7,000.00)	(42.71)
Police Segregated Account	0.00		0.00
Subdivision Plan	27,011.11		27,011.11
Aqua/PECO Paving	696,721.33	188,597.75	885,319.08
Construction Permits	0.00		0.00
Hiway Permits	0.00		0.00
Land Development	29,159.38	1,000.00	30,159.38
Street Opening Permits	8,687.10		8,687.10
WaterCourse Permits	2,000.00		2,000.00
Miscellaneous Escrows	101,441.68	1,500.00	102,941.68
Temporary Use & Occ.	1,500.00		1,500.00
Soil Erosion	6,000.00		6,000.00
Legal Fees - Escrow	43,695.00	2,262.50	45,957.50
Investments	1,272,000.00	7,000.00	1,279,000.00
Plgit	0.02		0.02
Discount on Investments	0.00		0.00
Premium on Investments	0.00		0.00
Investment to Market	(3,825.18)		(3,825.18)
Interest Receivable	0.00		0.00
Misc Receivables	0.00		0.00
Perm. Improve. Liens Rec.	29,939.14		29,939.14
Allowance for Liens	(29,939.14)		(29,939.14)
Cash DEA	61,725.95		61,725.95
Cash 2014 Bond Issue	0.00		0.00
Cash 2017 Bond	(506,101.83)	(260,022.62)	(766,124.45)
Republic Bank-2017 Bond Cash	116.34		116.34
PLGIT 2014 Bond Issue	0.00		0.00
TOTAL ASSETS	8,083,482.27	7,859.35	7,831,319.00
<u>LIABILITIES</u>			
Accounts Payable	0.00		0.00
Deposits Payable-Subdivisions	(27,011.11)		(27,011.11)
Aqua/PECO Paving	(696,721.33)	(188,597.75)	(885,319.08)
Deposits Payable-Construction Permits	0.00		0.00
Deposit Payable-Hiway Permits	0.00		0.00
Deposits Payable Land Development	(29,159.38)	(1,000.00)	(30,159.38)
Deposits Payable Street Opening	(8,687.10)		(8,687.10)
Deposits Payable WaterCourse Permits	(2,000.00)		(2,000.00)
Miscellaneous Escrows	(101,441.68)	(1,500.00)	(102,941.68)
Deposits Payable Temp. Use & Occ. Permits	(1,500.00)		(1,500.00)
Deposits Payable Soil Erosion	(6,000.00)		(6,000.00)
Deposit Payable - Legal Fees Escrow	(43,695.00)	(2,262.50)	(45,957.50)
Deferred Revenue	0.00		0.00
2017 Bonds Payable	0.00		0.00
TOTAL LIABILITIES	(916,215.60)	(193,360.25)	(1,109,575.85)
<u>FUND BALANCE:</u>	7,697,898.44		7,697,898.44
<u>REVENUES:</u>			
Payment for Municipal Services	67,053.38		67,053.38
Interest on Investments	30,777.31	6,760.46	37,537.77
Refunds	0.00		0.00
Sale of Property	0.00		0.00
Grants - State	0.00		0.00
Grants - County	0.00		0.00
Private Donations	0.00		0.00
Transfer from General Fund	0.00		0.00
Interest Income 2014 Bond Issue	0.00		0.00
Interest Income 2017 Bond Issue	0.40		0.40
TOTAL REVENUES	97,831.09	6,760.46	104,591.55

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PERMANENT IMPROVEMENT FUND 5/31/18**

EXPENSES:	2018 Budget	Y-T-D Expenditures	2018 Remaining Budget
000-5997 Fire Companies Audit	19,000.00		19,000.00
000-5999 Miscellaneous Expense	124,000.00	45,855.00	78,145.00
967-5213 2017 Bond Funding Cost	0.00		0.00
967-7200 2017 Bond - Storm Sewer	2,431,425.12	364,694.25	2,066,730.87
967-7201 2017 Bond - Old York/Susquehanna Match	1,228,545.32	214,232.95	1,014,312.37
967-7202 2017 Bond - A.C.E. Sandy Run Match	595,800.00		595,800.00
500-7505 City View Upgrades 2015	1,088.12		1,088.12
500-7506 Financial Software 2015	25,000.00		25,000.00
500-7511 Replace Boiler Admin 2016	16,000.00		16,000.00
500-7513 Laptop and Surface Tablets Commissioners 2016	25,000.00	23,518.00	1,482.00
500-7514 Finance Software 2016	25,000.00		25,000.00
500-7515 Township Buildings 2017	25,289.53	18,161.71	7,127.82
500-7517 Basement Water Damage & Repair 2017	29,475.80	3,935.88	25,539.92
500-7518 Grant Match Support 2017	209,875.11	10,882.90	198,992.21
500-7519 Finance Software 2017	25,000.00		25,000.00
500-7521 Large Scanner Replacement 2017	15,000.00		15,000.00
500-7522 Township Buildings 2018	60,000.00	13,592.89	46,407.11
500-7523 Security Gate-Twp Building-Police 2018	35,000.00		35,000.00
500-7524 Grant Match Support 2018	200,000.00		200,000.00
500-7525 Network Protection Update 2018	15,000.00	14,160.00	840.00
500-7526 Network Server 2018	80,000.00	71,717.56	8,282.44
500-7527 Finance Software 2018	25,000.00		25,000.00
500-7528 Productivity Software 2018	5,000.00		5,000.00
500-7529 TRAISR Software 2018	35,000.00		35,000.00
500-7530 Website Update/App 2018	25,000.00		25,000.00
500-7531 Board Room Sound System Revamp 2018	86,000.00	78,701.81	7,298.19
502-7482 Noble Station 2009	25,000.00		25,000.00
502-7492 Noble TOD Plan Implem 2012	2,000.00		2,000.00
502-7495 Township Line Study 2014	10,000.00		10,000.00
502-7499 Keswick District 2016	5,000.00		5,000.00
502-7500 Township Line District 2016	5,000.00	1,853.44	3,146.56
502-7501 Noble Station 2016	5,000.00		5,000.00
502-7502 Old York Rd District 2016	5,000.00		5,000.00
502-7504 Business Maintenance Program 2017	2,726.37	650.00	2,076.37
502-7505 Keswick District 2017	5,000.00		5,000.00
502-7506 Township Line 2017	5,000.00	27.97	4,972.03
502-7507 Noble Station 2017	5,000.00		5,000.00
502-7508 Old York Rd 2017	5,000.00		5,000.00
502-7509 Roslyn Valley District 2017	2,940.31		2,940.31
502-7510 Decorative Street Poles 2017	1,208.00		1,208.00
502-7511 Business Maintenance Program 2018	100,000.00	9,240.00	90,760.00
502-7512 Roslyn Valley District 2018	10,000.00		10,000.00
502-7513 Decorative Street Poles 2018	15,000.00		15,000.00
525-7450 Digital Security Camera 2007	1,817.00		1,817.00
525-7507 Digital Radio Transition 2013	32,822.58	32,822.58	0.00
525-7514 License Plate Reader 2014	3,662.00		3,662.00
525-7524 K-9 Purchase 2016	178.44		178.44
525-7528 Taser Program Upgrade 2017	26.77		26.77
525-7529 Tactical Equipment/Patrol Rapid Response 2017	112.81		112.81
525-7530 Prisoner Holding Facility Repairs 2017	1,384.50		1,384.50
525-7532 Police Vehicle Digital System 2018	15,000.00	7,945.00	7,055.00
525-7533 Body Cameras 2018	112,190.69		112,190.69
525-7534 Taser Program Upgrade 2018	15,000.00	13,974.00	1,026.00
525-7535 Tactical Equipment/Patrol Rapid Response 2018	21,500.00	3,977.80	17,522.20
525-7536 Vehicle Impound Lot 2018	5,000.00		5,000.00

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PERMANENT IMPROVEMENT FUND 5/31/18**

EXPENSES:	2018 Budget	Y-T-D Expenditures	2018 Remaining Budget
525-7537 Digital Radio Transition 2018	7,500.00		7,500.00
525-7538 Detainee Processing Technology 2018	5,000.00		5,000.00
525-7539 Portable Speed Indicator Signs 2018	5,000.00		5,000.00
525-9900 Police & Fire Memorial 2000	397.16		397.16
526-7491 Digital Radio Transition 2014	50,000.00	39,878.79	10,121.21
526-7495 Digital Radio Transition 2015	50,000.00		50,000.00
526-7496 Specialty Vehicle Replacement 2015	5,000.00	3,395.26	1,604.74
566-7475 Edge Hill/Tyson Flood Ctrl 2008	305,000.00		305,000.00
566-7513 MS4 Storm Water 2017	45,769.86	5,455.00	40,314.86
566-7514 Stream Maintenance 2017	6,371.87		6,371.87
566-7515 Bridge Repair 2017	22,175.00		22,175.00
566-7518 MS4 Storm Water 2018	50,000.00		50,000.00
566-7519 Alverthorpe Grant Match 2018	30,000.00		30,000.00
566-7520 Watershed Restoration Grant Susquehanna 2018	51,750.00		51,750.00
566-7521 Stream Maintenance 2018	25,000.00		25,000.00
566-7522 Bridge Repair 2018	50,000.00		50,000.00
566-7523 Sump Pump Connections 2018	25,000.00		25,000.00
566-7524 Scanning-Storm Sewer Records 2018	5,000.00		5,000.00
575-7527 Bike Lane 2016	35,331.00		35,331.00
575-7537 Overlay 2017	64,222.89		64,222.89
575-7544 Replace Central Air Unit-Public Works 2018	10,000.00	7,750.00	2,250.00
575-7545 Replace 2 Veh. Maint. Garage Doors 2018	13,800.00	10,995.00	2,805.00
575-7546 Public Works Office Addition 2018	28,000.00	13,447.87	14,552.13
575-7547 Traffic Signal Conflict Monitor Testing 2018	21,000.00		21,000.00
575-7548 Decorative Sreet Poles Upgrade to LED 2018	19,000.00		19,000.00
575-7549 Vehicle #409 Utility Body - Parks 2018	60,000.00		60,000.00
575-7550 Vehicle #140 - Leaf Machine 2018	48,000.00		48,000.00
091-7483 Multi Purpose Train Simulator 2013/14/15	1,309.21		1,309.21
091-7485 Fire Training Facility Burn Bldg 2016	7,828.61		7,828.61
091-7486 Radio Replacement Project 2016	60,000.00		60,000.00
091-7487 Fire Training Burn Bldg 2017	25,000.00		25,000.00
091-7488 Radio Replacemement Project 2017	60,000.00		60,000.00
091-7589 Replace 1983 Breathing Air Truck 2018	100,000.00		100,000.00
091-7590 Fire Training Burn Bldg 2018	25,000.00		25,000.00
091-7591 Radio Replacement Project 2018	113,521.00		113,521.00
071-7496 Replace Doors - Main & Roslyn Branches 2018	37,000.00		37,000.00
071-7497 Replace Carpet - Lower Level 2018	28,000.00		28,000.00
800-7497 Roychester Construction 2009	48,222.50		48,222.50
800-7541 Replace Light Poles Alver 2015	5,508.12		5,508.12
800-7545 Repave Crestmont Basketball Court 2015	3,476.75		3,476.75
800-7546 Remove Vines Jackson Park 2015	16,650.00		16,650.00
800-7547 Perform Feasibility Study Pools 2016	17,390.28	11,974.56	5,415.72
800-7549 Rep Crossmembers Light Poles Alver 2016	20,000.00		20,000.00
800-7553 Replace Crestmont Basketball Court 2017	44,720.00		44,720.00
800-7555 Replace Cross Member on Light Poles 2017	13,696.00		13,696.00
800-7560 USDA Goose Round Up-Alverthorpe 2017	2,217.70	680.78	1,536.92
800-7561 Renovate Basketball Court - ACEC 2018	100,000.00		100,000.00
800-7562 Purchase & Install 2 Fountains - Lake 2018	19,000.00		19,000.00
800-7563 Repair Skatepark Rear Wall 2018	7,000.00	494.00	6,506.00
800-7564 BBNC Master Plan Improvements 2018	22,000.00		22,000.00
800-7565 USDA Goose Program 2018	9,300.00	961.10	8,338.90
800-7566 Lake Maintenance Program 2018	4,900.00	125.00	4,775.00
800-7567 Facility Wide Tree Maintenance 2018	35,000.00	9,750.00	25,250.00
800-7568 Alverthorpe Play Equipment 2018	10,000.00		10,000.00
800-7569 Remove Invasives - Karebrook and Boy Scout Areas 2018	30,000.00	4,900.00	25,100.00

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PERMANENT IMPROVEMENT FUND 5/31/18**

<u>EXPENSES:</u>	2018 Budget	Y-T-D Expenditures	2018 Remaining Budget
800-7570 Repair Wall - Front of Alverthorpe Manor 2018	10,000.00	7,550.00	2,450.00
800-7571 Install Bleachers/Sun Shade Skatepark 2018	10,000.00		10,000.00
800-7572 Repave Roychester Parking Lot 2018	20,000.00		20,000.00
800-7573 Repave Conway Driveway and Parking Lot 2018	20,000.00		20,000.00
800-7574 Facility Wide Light and Pole Replacement 2018	15,000.00		15,000.00
800-7575 New Fuel Storage Building - Parks Maintenance 2018	10,000.00		10,000.00
TOTAL EXPENSES	7,769,126.42	1,047,301.10	6,721,825.32

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
SPECIAL INVESTIGATION UNIT FUND 5/31/18**

	Beginning Balance 05/01/18	Monthly Activity	Ending Balance 05/31/18
<u>ASSETS:</u>			
Cash	0.00		0.00
Cash-State Forfeiture - Phila DA	13,231.70	(4,000.00)	9,231.70
Petty Cash	500.00		500.00
PLGIT Investment	0.00		0.00
Interest Receivable	0.00		0.00
Cash-DEA Seizure	0.00		0.00
TOTAL ASSETS	13,731.70	(4,000.00)	9,731.70
<u>LIABILITIES:</u>			
Accounts Payable	0.00		0.00
Deferred Revenue	0.00		0.00
TOTAL LIABILITIES	0.00	0.00	0.00
FUND BALANCE:	(13,731.70)		(13,731.70)
<u>REVENUES:</u>			
Interest on Investment	0.00		0.00
Refunds	0.00		0.00
Shared Distribution-Phila DA	0.00		0.00
Shared Distribution-DEA	0.00		0.00
TOTAL REVENUES	0.00	0.00	0.00
<u>EXPENSES:</u>			
	2018 Budget	Y-T-D Expenditures	2018 Remaining Budget
Buy money	0.00		0.00
Purchase Police Car-Detectives	4,000.00	4,000.00	0.00
TOTAL EXPENSES	4,000.00	4,000.00	0.00

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
SEWER CAPITAL 5/31/18**

	Beginning Balance 05/01/18	Monthly Activity	Ending Balance 05/31/18
ASSETS:			
Cash in Bank	3,660,820.95	(6,901.74)	3,653,919.21
Cash - Wells Fargo	172,360.42	(170,000.00)	2,360.42
Investments	2,923,000.00	170,000.00	3,093,000.00
Investments - PLGIT	0.02		0.02
Investment to Market	(42,353.02)		(42,353.02)
Long Term Notes Receivable	269,122.99		269,122.99
Equipment	148,230.53		148,230.53
C & A Sewer System	17,832,907.59		17,832,907.59
Vehicles	583,899.92		583,899.92
Other Sewer Assets	24,287,062.58		24,287,062.58
Construction in Progress	160,954.14		160,954.14
Accumulated Depreciation	(16,937,400.72)		(16,937,400.72)
Accumulated Amortization	0.00		0.00
TOTAL ASSETS	33,058,605.40	(6,901.74)	33,051,703.66
LIABILITIES:			
Accounts Payable	0.00		0.00
TOTAL LIABILITIES	0.00		0.00

FUND BALANCE:	33,119,236.63	33,119,236.63
----------------------	---------------	---------------

REVENUES:			
Interest Income	33,991.83	3,726.02	37,717.85
Interest - Rydal 1 - SD #5	0.00		0.00
Interest - Acorn Lane - SD #9	103.46		103.46
Interest - Edge Hill - SD #10	325.16	10.12	335.28
Interest - Meadowbrook - SD #11	455.17	34.50	489.67
Interest - Meetinghouse Rd - SD #12	138.56		138.56
Interest - Rydal II - SD #13	497.64	21.84	519.48
Interest - Old Ford Rd - SD #14	570.94	192.96	763.90
Interest - Stocton Rd - SD #15	526.36		526.36
Interest - Old Welsh Rd - SD #16	1,764.47	602.24	2,366.71
Refunds	0.00		0.00
Sewer Connections	22,500.00		22,500.00
Asmnt Prin - Rydal 1 - SD #5	0.00		0.00
Asmnt Prin - Acorn Lane - SD #9	1,217.37	60.00	1,277.37
Asmnt Prin - Edge Hill - SD #10	2,309.06	228.68	2,537.74
Asmnt Prin - Meadowbrook - SD #11	6,019.95	2,300.15	8,320.10
Asmnt Prin - Meetinghouse Rd - SD #12	1,177.88		1,177.88
Asmnt Prin - Rydal II - SD #13	4,728.83	331.67	5,060.50
Asmnt Prin - Old Ford Rd - SD #14	1,599.08	621.72	2,220.80
Asmnt Prin - Stocton Rd - SD #15	1,297.46		1,297.46
Asmnt Prin - Old Welsh Rd - SD #16	20,648.80	976.23	21,625.03
TOTAL REVENUE	99,872.02	9,106.13	108,978.15

	2018 Budget	Y-T-D Expenditures	2018 Remaining Budget
EXPENSES			
000-5201 Legal Expense	4,000.00	252.25	3,747.75
851-7473 Install Pump Station Monitors 2012	50,790.00		50,790.00
851-7477 Pump Station Upgrade Cont 141 2012	169,445.79	7,609.71	161,836.08
851-7486 Relocate San Sewer Irvin/Mary Rd 2015	200,000.00		200,000.00
851-7488 Lateral Pipe Remote Flush Truck 2015	18,979.14		18,979.14
851-7489 Pump Station Scada Monitor Unit 2015	68,000.00		68,000.00
851-7490 Row Flush/TV Reel Mobile Unit 2015	47,434.35		47,434.35
851-7491 Tall Trees PS Elec Feed Repl 2015	44,020.00		44,020.00
851-7493 Bryant Ln Pump Station Divert to Holy Redeemer 2016	80,000.00		80,000.00
851-7495 Sewer System I & I Rehab 2017	200,000.00		200,000.00
851-7498 Cardinal Pump St. Pump & Valve Replacement 2017	75,000.00	16,271.16	58,728.84
851-7499 Rydal Pump St. Pump & Valve Replacement 2017	142,770.76		142,770.76
851-7500 PA Small Water & Sewer Grant 2017	100,000.00		100,000.00
851-7501 Sewer System I&I Rehabilitation 2018	15,000.00		15,000.00
966-7335 Tookany Basin Upgrades 2013	904,660.87	152,378.00	752,282.87
TOTAL EXPENSES	2,120,100.91	176,511.12	1,943,589.79

**TOWNSHIP OF ABINGTON
STATEMENT OF CONDITIONS
PARKS CAPITAL 5/31/18**

	Beginning Balance 05/01/18	Monthly Activity	Ending Balance 05/31/18
<u>ASSETS:</u>			
Cash in Bank	126,719.06		126,719.06
Cash - Trails	0.00		0.00
Cash - Morgan Stanley	0.00		0.00
Investments	0.00		0.00
Investments to Market	0.00		0.00
Discount on Investments	0.00		0.00
Interest Receivable	0.00		0.00
TOTAL ASSETS	126,719.06	0.00	126,719.06
<u>LIABILITIES:</u>			
Accounts Payable	0.00		0.00
Deferred Revenue	0.00		0.00
TOTAL LIABILITIES	0.00	0.00	0.00
<u>FUND BALANCE:</u>	(126,719.06)	0.00	(126,719.06)
<u>REVENUES:</u>			
Interest on Income	0.00		0.00
Refunds	0.00		0.00
Grants - State	0.00		0.00
Parks Capital Private Donations	0.00		0.00
Grants-State/Trails	0.00		0.00
Private Donations Trails	0.00		0.00
TOTAL REVENUES	0.00	0.00	0.00
<u>EXPENSES:</u>	2018 Budget	Y-T-D Expenditures	2018 Remaining Budget
Alverthorpe Manor Bldg Repairs	0.00		0.00
TOTAL EXPENSE	0.00	0.00	0.00

TOWNSHIP OF ABINGTON
CONTINGENCY EXPENSE REPORT
GENERAL OPERATING FUND
05/31/18

2018 Approved Budget		150,000.00
----------------------	--	------------

Authorized Budget Adjustments:

150,000.00

	<u>Amount Expended</u>	<u>Authorized to Date Expenditures</u>
<u>Authorized Expenditures:</u>		

Contingency Reserve @ 5/31/18		150,000.00
-------------------------------	--	------------

TOWNSHIP OF ABINGTON
CONTINGENCY EXPENSE REPORT
SEWER OPERATING FUND
05/31/18

2018 Approved Budget	50,000.00
----------------------	-----------

Authorized Budget Adjustments:

50,000.00

Authorized Expenditures:

Amount
Expended

Authorized
to Date
Expenditures

Authorized Transfers:

Contingency Reserve @ 5/31/18

\$50,000.00

Unfinished Business



ADMINISTRATIVE CODE AND LAND DEVELOPMENT

AGENDA ITEM

5-25-18

DATE

ACL-01-060618

AGENDA ITEM NUMBER

Engineering and Code

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Subdivision Application SD-18-01, 936 Moredon Road and 1407 Mill Road,
Meadowbrook, PA 19046 - Yaron, Parke, Taitleman and Frey

EXECUTIVE SUMMARY:

The applicants seek approval to subdivide the two properties and transfer 3,551 square feet of ground from 1407 Mill Road to 936 Moredon Road. In addition, 8269 square feet of ground will be transferred from 936 Moredon Road to 1407 Mill Road. The property located at 936 Moredon Road will be decreased in lot area from 3.50 acres to 3.40 acres. 1407 Mill Road will increase in lot area from .45 of an acre to .65 of acre. Other than the existing legal nonconforming lot area of 1407 Mill Road, the properties will comply with the dimensional requirements of Section 302 of the Zoning Ordinance. The properties are zoned within the R-1 Residential District of Ward No. 1 of the Township of Abington.

PREVIOUS BOARD ACTIONS:

Planning Commission recommended approval for the Subdivision Application at their regularly scheduled meeting of May 22, 2018.

RECOMMENDED BOARD ACTION:

Consider approving the Subdivision Application by Harrise Yaron, Jennifer Parke, Scott Taitleman and Jamie Frey, owners of the properties located at 936 Moredon Road and 1407 Mill Road, Meadowbrook, PA.



Township of Abington Planning Commission Recommendation Form

Application Number: SD-18-01

Date: May 22, 2018

Applicant's Name: Yaron, Parke, Tailteman & Frey

Applicant's Address: 936 Moredon & 1407 Mill Road, Meadowbrook, Pa.

Recommendation: ☒ **APPROVED** ☐ **DENIED** **VOTE:** 7 of 7

Over View:

PC1: This is the application of Harrise Yaron, Jennifer Parke, Scott Tailteman and Jamie Frey owners of the properties located at 936 Moredon Road and 1407 Mill Road, Meadowbrook, Pa. The applicants seek approval to subdivide the two properties and transfer 3,551 square feet of ground from 1407 Mill Road to 936 Moredon Road. In addition, 8,269 square feet of ground will be transferred from 936 Moredon Road to 1407 Mill Road. The property located at 936 Moredon Road will be decreased in lot area from 3.50 acres to 3.39 acres. 1407 Mill Road will increase in lot area from .45 of an acre to .65 of acre. Other than the existing legal nonconforming lot area of 1407 Mill Road, the properties will comply with the dimensional requirements of Section 302 of the Zoning Ordinance. The properties are zoned within the R-1 Residential District of Ward #1 of the Township of Abington.

Conditions:

1. The items listed within the Staff Review letter dated May 15, 2018 are to be taken under consideration and addressed to the satisfaction of the Board of Commissioners of the Township of Abington.
2. The applicant will add the riparian buffer requirements for Unit #5 of this plan.

The following waivers have been requested.

- A. **Section 146-11.A - Property Identification Plan** – The plan is required to supply the tax parcel information, owner's name & lot area for all properties within 400 feet of the site involved in this application. Yes {X} No { }
- B **Section 146-11.B – Existing Features Plan** – The plan is required to plot the location of all utilities on the sites and within 400 feet of the properties involved in this application. Yes {X} No { }
- C. **Section 146-11.C – Proposed Layout Plan** – The plan is required to plot the location of all existing utilities, to include the size, type and depth of all existing improvements proposed to remain and be removed. Yes {X} No { }
- D. **Section 146-11.L – Architectural Plan** – Architectural plans have not been submitted. Floor plans have been submitted for the proposed addition. Yes {X} No { }.
- E. **Section 146-11.G – Utility Plan** - The applicant is required to provide detail on the type, size, depth and location of all utilities. Yes { } No {X}. The applicant is required to revise the plan to plot the location of all on-site utilities to ensure no easements are required.
- F. **Section 146-24 – Streets** – To allow for the right-of-way widths to remain as plotted {Moredon Road 36.5 feet and Dale Road 40 feet} and not provide the required 50 foot right-of-way as listed in Chart 4.A of the Subdivision & Land Development Ordinance. Yes {X} No { }.
- G. **Section 146-27 – Sidewalks & Curbing** - From the requirement to install sidewalks and curbing along all frontages. Yes {X} No { }.
- H. **Section 146-38 – Street Lighting** - From the requirement to install street lighting. Yes {X} No { }.
- I. **Section 146-11.H – Street Trees** – From the requirement to plant street trees along the frontages of all properties involved in this application.



Township of Abington

Engineering & Code Department

Wayne C. Luker, President
Steven N. Kline, Vice President

Richard J. Manfredi, *Manager*
Amy R. Montgomery, *P.E., Director*

Subdivision & Land Development Notice Plan Review SD-18-01

Notice is hereby given that the Township of Abington will hold the following public meetings at the Abington Township Administration Building (1176 Old York Road) Planning Commission, Engineering & Code Committee and Board of Commissioners, to discuss the application of **Yaron, Parke, Taitleman & Frey**.

MEETINGS	DATE AND TIME
Planning Commission Committee	May 22, 2018 @ 7:30 p.m.
Engineering & Code Committee	June 6, 2018 @ 7:00 p.m.
Board of Commissioners	June 14, 2018 @ 7:30 p.m.

This is the application of Harrise Yaron, Jennifer Parke, Scott Taitleman and Jamie Frey owners of the properties located at 936 Moredon Road and 1407 Mill Road, Meadowbrook, Pa. The applicants seek approval to subdivide the two properties and transfer 3,551 square feet of ground from 1407 Mill Road to 936 Moredon Road. In addition, 8,269 square feet of ground will be transferred from 936 Moredon Road to 1407 Mill Road. The property located at 936 Moredon Road will be decreased in lot area from 3.50 acres to 3.39 acres. 1407 Mill Road will increase in lot area from .45 of an acre to .65 of acre. Other than the existing legal nonconforming lot area of 1407 Mill Road, the properties will comply with the dimensional requirements of Section 302 of the Zoning Ordinance. The properties are zoned within the R-1 Residential District of Ward #1 of the Township of Abington.

The application and plans are on file in the Engineering & Code Department and may be reviewed upon request. If there are any questions and/or comments that you may have, please feel free to contact me at 267-536-1010.

Mark A. Penecale
Planning & Zoning Officer
Township of Abington

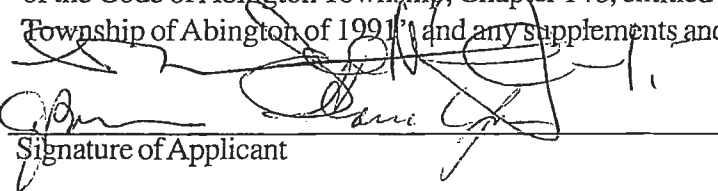
- ***These meetings are subject to change if additional review time is required by Township Staff or requested by the applicant.***

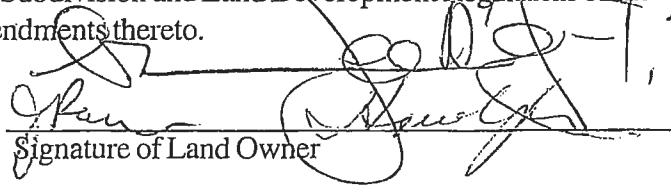
Township of Abington
APPLICATION FOR APPROVAL OF PLAN

Submission Date 4/17/18 Application No. SA-18-01

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for approval of plan type as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled "The Subdivision and Land Development Regulations of the Township of Abington of 1991" and any supplements and amendments thereto.


Signature of Applicant


Signature of Land Owner

Title of Plan Submitted: Plan of Lot Line Change Prepared for Tax Block 33 Units 5 & 41

A. Plan Type:

<input checked="" type="checkbox"/> Minor Subdivision	<input type="checkbox"/> Minor Land Development
<input type="checkbox"/> Preliminary Major Subdivision	<input type="checkbox"/> Pre Major Land Development
<input type="checkbox"/> Final Major Subdivision	<input type="checkbox"/> Final Major Land Development
<input type="checkbox"/> Preliminary Major SD & LD	<input type="checkbox"/> Final Major SD & LD

B. Plan Identification:

Plan Dated: 1/25/18 Engineer: Nick T. Rose, P.E., ProTract Engineering, Inc.

Plan Proposes: Brief narrative of the proposed activity. Commercial applications to include building square footage and specific uses; Residential applicants to include number of lots and amount of dwelling unit types:

8,269 square feet of land to be transferred from Unit 5 to Unit 41, and 3,551 square feet of land to be transferred
from Unit 41 to Unit 5. No development or construction proposed, no new lots proposed.

C. Property Identification:

Address/Location 936 Moredon Road and 1407 Mill Road, Meadowbrook PA 19046

between streets Dale Road and Moredon Road

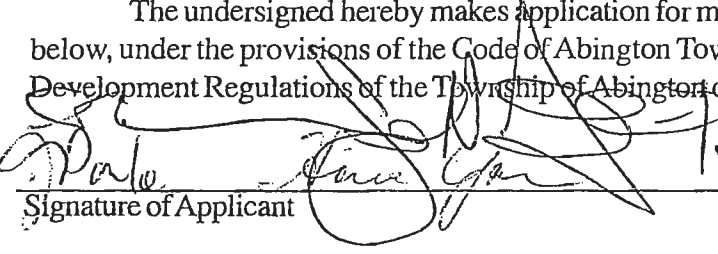
(continued on next page)

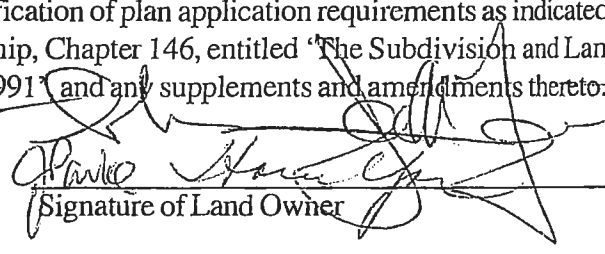
Township of Abington
APPLICATION FOR MODIFICATION OF PLAN

Submission Date 4/18/18 Application No. SA-18-01

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for modification of plan application requirements as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled 'The Subdivision and Land Development Regulations of the Township of Abington of 1991' and any supplements and amendments thereto.


Signature of Applicant


Signature of Land Owner

Title of Plan Submitted: Plan of Lot Line Change Prepared for Tax Block 33 Units 5 & 41

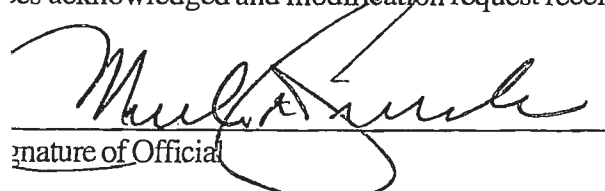
A. Plan Type:

☒ Minor Subdivision
☐ Preliminary Major Subdivision
☐ Final Major Subdivision
☐ Preliminary Major SD & LD

☐ Minor Land Development
☐ Pre Major Land Development
☐ Final Major Land Development
☐ Final Major SD & LD

<u>Regulation Topic</u>	<u>Section #</u>	<u>Extent of Modification Requested</u>
<u>Property Identification</u>	<u>146-11.A & 146-11.B</u>	<u>(Partial Waiver) To not include all properties & existing features within 400 feet of the site.</u>
<u>Property Identification</u>	<u>146-11.C</u>	<u>To not require the location of all existing utilities</u>
<u>Architectural Plan</u>	<u>146-11.L</u>	<u>To not require tentative architectural plans (no work proposed)</u>
<u>Right of Way Width</u>	<u>146-24.D</u>	<u>To have the right-of-way widths remain as plotted</u>
<u>Curb, Gutter & Sidewalk</u>	<u>146-27</u>	<u>To not require sidewalks and curbs along Moredon Road or along Mill Road</u>
<u>Street Lighting</u>	<u>146-38</u>	<u>To not require additional street lighting</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

.....
I hereby acknowledge and modification request received:


Signature of Official

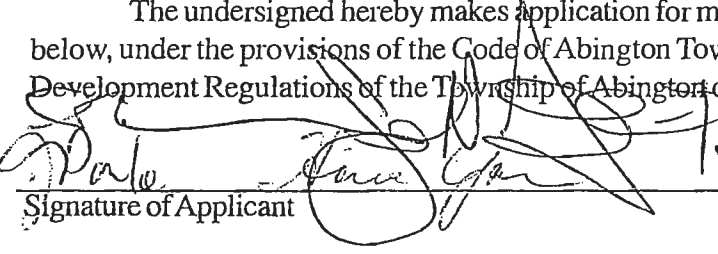
4/17/18
Date

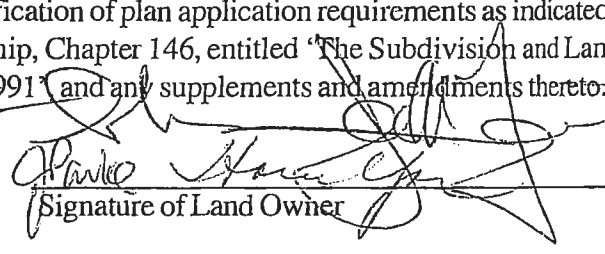
Township of Abington
APPLICATION FOR MODIFICATION OF PLAN

Submission Date 4/18/18 Application No. SA-18-01

To the Board of Commissioners of the Township of Abington:

The undersigned hereby makes application for modification of plan application requirements as indicated below, under the provisions of the Code of Abington Township, Chapter 146, entitled 'The Subdivision and Land Development Regulations of the Township of Abington of 1991' and any supplements and amendments thereto.


Signature of Applicant


Signature of Land Owner

Title of Plan Submitted: Plan of Lot Line Change Prepared for Tax Block 33 Units 5 & 41

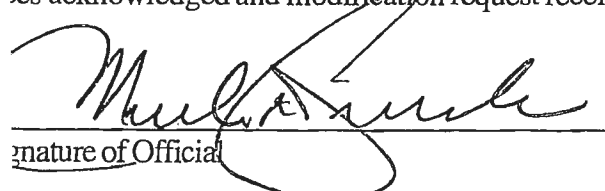
A. Plan Type:

☒ Minor Subdivision
☐ Preliminary Major Subdivision
☐ Final Major Subdivision
☐ Preliminary Major SD & LD

☐ Minor Land Development
☐ Pre Major Land Development
☐ Final Major Land Development
☐ Final Major SD & LD

<u>Regulation Topic</u>	<u>Section #</u>	<u>Extent of Modification Requested</u>
<u>Property Identification</u>	<u>146-11.A & 146-11.B</u>	<u>(Partial Waiver) To not include all properties & existing features within 400 feet of the site.</u>
<u>Property Identification</u>	<u>146-11.C</u>	<u>To not require the location of all existing utilities</u>
<u>Architectural Plan</u>	<u>146-11.L</u>	<u>To not require tentative architectural plans (no work proposed)</u>
<u>Right of Way Width</u>	<u>146-24.D</u>	<u>To have the right-of-way widths remain as plotted</u>
<u>Curb, Gutter & Sidewalk</u>	<u>146-27</u>	<u>To not require sidewalks and curbs along Moredon Road or along Mill Road</u>
<u>Street Lighting</u>	<u>146-38</u>	<u>To not require additional street lighting</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

.....
I hereby acknowledge and modification request received:


Signature of Official

4/17/18
Date

D. Applicant Identification:

Applicant Harrise Yaron & Jennifer Parke, Scott Taitleman & Jamie Frey (co-applicants)

Address 936 Moredon Road, and 1407 Mill Road, Meadowbrook, PA 19046 Phone 484-800-6404

Land Owner same as co-applicants

Address _____ Phone _____

Equitable Land Owner _____

Address _____ Phone _____

Architect _____

Address _____ Phone _____

Engineer Nick T. Rose, P.E., ProTract Engineering, Inc.

Address P.O. Box 58, Hatboro, PA 19040 Phone 215-442-9230

Attorney _____

Address _____ Phone _____

IMPROVEMENTS PROPOSED

UNITS

ESTIMATED COST

Streets	<u>NONE</u>	
Street Widening	_____	_____
Street Signs	_____	_____
Street Lighting	_____	_____
Curbs	_____	_____
Sidewalks	_____	_____
Storm Sewers	_____	_____
Water Supply	_____	_____
Fire Hydrants	_____	_____
Sanitary Sewers	_____	_____
Monuments	_____	_____
Shade Trees	_____	_____
Open Space	_____	_____
Park Lane	_____	_____
Other	_____	_____

Total Cost: 0.00


.....
Fees received from applicant:

Application Fee \$ 300.00

Review Escrow \$ 2500.00

Total \$ 2800.00

Fees acknowledged and application accepted as complete:


Signature of Official

4/17/18
Date

Prepared By: T A Executive Settlement Services, L.P.
ATTN: Julie Reyna
610 Old Lancaster Road
Bryn Mawr, Pennsylvania 19010
Phone: 610-520-0415

Return To: T A Executive Settlement Services, L.P.
ATTN: Julie Reyna
610 Old Lancaster Road
Bryn Mawr, Pennsylvania 19010
Phone: 610-520-0415
30-00-43652-00-4
1407 Mill Road, Abington Township
BRY137-3132

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
30-00-43652-00-4 ABINGTON TOWNSHIP
1407 MILL RD
AMUNDSON ERIK J
B 033 L 246 U 041 1101 DATE: 06/06/2008

\$5.00
JU

Fee Simple Deed

This Deed, made on May 02, 2008, between,

Erik J. Amundson,

hereinafter called the Grantor, of the one part, and

Scott P. Taitleman and Jamie N. Frey,

hereinafter called the Grantees, of the other part.

Witnesseth, that in consideration of Five Hundred Seven Thousand Two Hundred Fifty dollars & no cents, (\$507,250.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantees, their heirs and assigns, as tenants in common and not with the right of survivorship.
30-00-43652-00-4

ALL THAT CERTAIN lot or piece of ground SITUATE in Abington Township, Montgomery County, Pennsylvania, bounded and described according to a survey and plan thereof made by Albright and Mebus, Registered Professional Engineers and Land Surveyors, Glenside, PA dated July 14, 1926, as follows, to wit:

BEGINNING at a point in the bed of Mill Road (36.5 feet wide) at its intersection with the center line of Dale Road (40 feet wide), thence extending along a line in the bed of Mill Road North 39 degrees 45 minutes East 246.06 feet to a point, thence leaving said Mill Road and extending South 08 degrees 35 minutes East 435.88 feet to a point, thence extending South 81 degrees 28 minutes West 24.40 feet to a point in the center line of Dale Road aforesaid; thence extending along the same North 08 degrees 32 minutes West 74.70 feet to a point; thence extending on a line curving to the left with a radius of 120 feet, the arc distance of 131.70 feet to a point, thence extending still along the center line of said Dale Road North 71 degrees 25 minutes West 1.99 feet to a point, thence extending still along the same on a line curving to the right with a radius of 160 feet, the arc distance of 62.23 feet to a point, thence extending still along the same North 49 degrees 08 minutes West 67.49 feet to a point in the bed of Mill Road, being the first mentioned point and place of beginning.

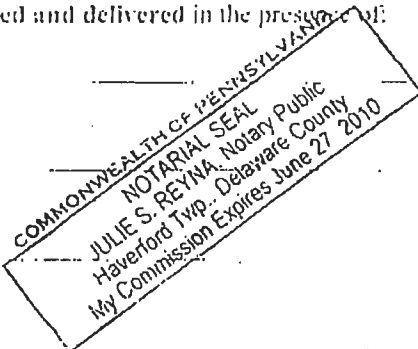
BEING Parcel # 30-00-43652-00-4 Block 33 Unit 41.

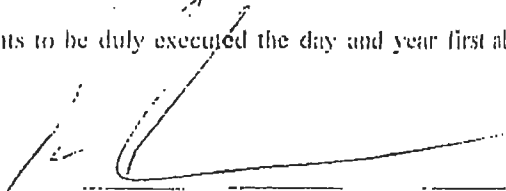
BEING the same premises which June Clashaub by Indenture dated 06/26/2006, and recorded in the Office for the Recording of Deeds, in and for the County of Montgomery, aforesaid, in Deed Book and Page 5607/943, granted and conveyed unto Erik J. Amundson, in fee.

And the said Grantor does hereby covenant to and with the said Grantee that he, the said Grantor, his heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him or any of them.

In witness whereof, the said Grantor has caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:



 Seal
Erik J. Amundson

____ Seal

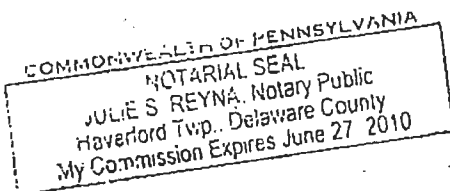
____ Seal


____ Seal

State of Pennsylvania
County of Delaware

On this May 02, 2008, before me, the undersigned officer, personally appeared Erik J. Amundson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



 Notary Public

DEED

File No. BRY137-3132

Grantor: Erik J. Amundson


Grantee: Scott P. Taftelman and Jamie N. Frey

I certify the address of the Grantee to be, and mail tax bill to: 1407 Mill Road, Meadowbrook, PA 19046

Premises: 1407 Mill Road, Abington Township, Montgomery County, Pennsylvania

REGISTERED

ABINGTON TOWNSHIP

DATE 5/7/08 BY 

MICHAEL E. FOWLES
TOWNSHIP ENGINEER

Prepared by and Return to:

Alan H. Zuckerman, Esq.
Flaster/Greenberg P.C.
1810 Chapel Avenue West
Cherry Hill, NJ 08002
(856) 661-2266

RECORDER OF DEEDS
MONTGOMERY COUNTY

2012 OCT -3 AM 11:02

UPI # 30-00-44552-00-4

This Indenture, made the 6th day of September 2012,

Between

HARRISE YARON, AS TO AN 80% INTEREST AND JENNIFER YARON, AS TO A 20% INTEREST, AS TENANTS IN COMMON

(hereinafter called the Grantor), of the one part, and

HARRISE YARON, AS TO AN 60% INTEREST AND JENNIFER YARON (NOW MARRIED AND KNOWN AS JENNIFER PARKE), AS TO A 40% INTEREST, AS TENANTS IN COMMON

(hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto her well and truly paid by the said Grantees, at or before the sealing and delivery hereof, he receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, as tenants in common:

ALL THAT CERTAIN piece or parcel of ground with the buildings and improvements thereon erected, SITUATE in Abington Township, Montgomery County, Pennsylvania and described in accordance to a Certain Plan of Property made for Charles L. Levesque and Myron A. Manchel, made by Charles E. Shoemaker, Inc., Engineers and Surveyors, dated June 7, 1966 and revised September 10, 1966, said plan being recorded in the Office of the Recorder of Deeds for Montgomery County at Norristown, Pennsylvania in Plan Book A-9 page 92, as follows, to wit:

BEGINNING at a point in the center line of Moredon Road (36.50 feet wide) said point being the distance of 66.87 feet measured South 56° 38' 30" East along the center line of Moredon Road from its point of intersection with the center line of Mill Road (36.50 feet wide); thence extending from said point of beginning South 56° 38' 11" East along the original center line of Moredon Road 204.82 feet to a point, thence extending South 21° 15' 45" West crossing the Southwesterly side of Moredon Road 145.08 feet to a point; thence extending South 04° 53' 15" West 234.89 feet to a point; thence extending North 84° 48' 31" West 317.03 feet to a point; thence extending North 08° 35' West partly through an area for Right of Way for Drainage (of irregular width) 413.49 feet to a point at or near the Southeasterly side of Mill Road; thence extending South 59° 22' 15" East through the aforesaid area for Right of Way for Drainage (of irregular width) 135.52 feet to a point on the Northeasterly side of said area for Right of Way for Drainage; thence extending North 51° 52' 30" East re-crossing the Southwesterly side of Moredon Road aforesaid, 215.91 feet to the first mentioned point and place of beginning.

INCLUDING Lot Number 1 as shown on the above mentioned plan.

INCLUDING 936 Moredon Road.

INCLUDING County Parcel Number 30-00-44552-00-4.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
30-00-44552-00-4 ABINGTON
936 MOREDON RD
YARON HARRISE & JENNIFER
B 033 U 005 L 1 1101 DATE: 10/03/2012

\$10.00
JO

B33
05



Township of Abington

Engineering & Code Department

Wayne C. Luker, President
Steven N. Kline, Vice President

Richard J. Manfredi, *Manager*
Amy R. Montgomery, *P.E., Director*

May 15, 2018

Harrise Yaron and Jennifer Parke / Scott Taitleman and Jamie Frey
936 Moredon Road 1407 Mill Road
Meadowbrook, PA 19046 Meadowbrook, PA 19046

**RE: Subdivision Application SD-18-01, 936 Moredon Road and 1407 Mill Road,
Meadowbrook, PA 19046 - Yaron, Parke, Taitleman and Frey**

Dear Applicants:

Staff of the Township of Abington have received and reviewed the subdivision application of Harrise Yaron, Jennifer Parke, Scott Taitleman and Jamie Frey, owners of the properties located at 936 Moredon Road and 1407 Mill Road, Meadowbrook, PA. The applicants seek approval to subdivide the two properties and transfer 3,551 square feet of ground from 1407 Mill Road to 936 Moredon Road. In addition, 8269 square feet of ground will be transferred from 936 Moredon Road to 1407 Mill Road. The property located at 936 Moredon Road will be decreased in lot area from 3.50 acres to 3.40 acres. 1407 Mill Road will increase in lot area from .45 of an acre to .65 of acre. Other than the existing legal nonconforming lot area of 1407 Mill Road, the properties will comply with the dimensional requirements of Section 302 of the Zoning Ordinance. The properties are zoned within the R-1 Residential District of Ward No. 1 of the Township of Abington.

The submitted information consists of a one-sheet plan of lot line change prepared by ProTract Engineering, Inc. dated January 25, 2018 and Stormwater Management report prepared dated March 19, 2018.

The following is a listing of the staff review comments that will need to be addressed to the satisfaction of the Board of Commissioners of the Township of Abington. Several of the conditions listed within the staff review letter are permit related comments and must be addressed at the time permits are submitted for review.

Engineering and Code Department:

1. The properties are zoned within the R-1 Residential District of Ward No. 1.
2. Unit No. 5 is addressed at 936 Moredon Road and is being decreased by a net of 4,718 square feet in lot size to 3.398 acres in total lot area.

3. Unit No. 5 is proposed to have 200 feet of lot frontage on Dale Road. This now provides this lot dual frontage and may lead to another subdivision of the property at some point.
4. Unit No. 5 will remain in compliance with the requirements of Section 302, Figure 3.1 of the Zoning Ordinance of the Township of Abington.
5. Unit No. 41 is addressed at 1407 Mill Road and is being increased in lot area from .547 of an acre to .655 of an acre or the same net 4,718 square feet.
6. There is a legal nonconforming dimensional condition on Unit No. 41. The property is undersized for the R-1 District, but the nonconformity is being improved with the proposed increase in lot area.
7. The project engineer has the building envelopes for 1407 Mill Road correctly plotted. Both properties now have dual frontage; however, 936 Moredon Road is not a corner property and Section 302, Figure 3.1 allows for the second front yard of a corner property to be reduced to 40 feet. The front yard setback on Dale Road should be increased to 50 feet.
8. The applicant has failed to plot the location of the required street trees as per the requirements of Section 146-11.H of the Subdivision & Land Development Ordinance.
9. This plan was submitted as a preliminary/final plan. Since there are no public improvements proposed, the Board of Commissioners may consider granting this request.
10. The applicant is required to install concrete monuments as per the requirements of Section 146-32 of the Subdivision & Land Development Ordinance. Upon approval of this plan, the applicant shall install four (4) new concrete monuments along the newly formed property line (2 at each ROW and 1 at each directional change).
11. The right-of-way width for Dale Road is not shown on the plan and must be added.
12. The Abington Township application number SD-18-01 shall be added to all plan sheets.
13. Upon approval of this plan, the applicant will need to prepare four (4) new deeds [one (1) each describing just the land being transferred to the other property owner (2 total) and one (1) each describing the new parcels in their entirety (2 total).] These executed deeds will need to be recorded at the Montgomery County Recorder of Deeds office AND with the Township of Abington (Engineer's office). This is a requirement of the subdivision process.

14. The applicant has requested the following waivers from the requirements of the Subdivision & Land Development Ordinance:

- a. **Section 146.11.A - Property Identification Plan** - The plan is required to supply the tax parcel information, owner's name & lot area for all properties within 400 feet of the site involved in this application.
- b. **Section 146-11.B - Existing Features Plan** - The plan is required to plot the location of all utilities on the sites and within 400 feet of the property involved in this application.
- c. **Section 146-11.C - Proposed Layout Plan** - To not provide the location of all utilities proposed to remain and to be removed or relocated. The Engineering & Code Department does not recommend the approval of this waiver. All utilities on the subject properties shall be shown to ensure they remain with the correct property after the subdivision.
- d. **Section 146-11.L - Architectural Plan** - To not require tentative architectural plans. Note: No construction is proposed at this time.
- e. **Section 146-24 - Streets** - To allow the right of way widths to remain as plotted (Moredon at 36.5 feet and Dale at approximately 40 feet) and not provide the required right of way of 50 feet as listed in Chart 4.A of the Subdivision & Land Development Ordinance.
- f. **Section 146-27 - Sidewalks and Curbs** - To waive the requirement for the installation of curb, gutter and sidewalks improvements.
- g. **Section 146-38 - Street Lighting** - To waive the requirement for the installation of street lighting.

This application is scheduled to be reviewed by the Planning Commission on Tuesday, May 22, 2018. If there are any questions pertaining to the comments listed above, I would ask that you contact the reviewing department directly or I can be reached at 267-536-1010.

Sincerely,



Mark A. Penecale
Planning and Zoning Officer

cc: Richard J. Manfredi, Manager, Township of Abington
Amy Montgomery, P.E., Director of Engineering and Code
John Rohrer, Abington Township Fire Marshal
George Wrigley, Director, Waste Water Treatment Facilities
Scott Marlin, Engineering and Code
Nicholas T. Rose, P.E., ProTract Engineering, Inc.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

May 22, 2018

Mr. Mark A. Penecale, Zoning Officer
Abington Township
1176 Old York Road
Abington, Pennsylvania 19001-3713

Re: 18-0096-001
Tax Block 33, Units 5 and 41 Lot Line Change
2 Lots on 4.00 Acres
Mill Road (S), Dale Road (E)
Abington Township

Dear Mr. Penecale:

We have reviewed the above-referenced subdivision in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code, as you requested on April 20, 2018. We forward this letter as a report of our review.

BACKGROUND

Harrise Yanor, Jennifer Parke, Scott Taitleman and Jamie Frey; the applicants; have submitted a subdivision plan for a lot line adjustment between two properties. Each existing lot has an existing dwelling. Unit 5 also includes a tennis court, pool, patio, and car port. Unit 33 also includes a patio. The applicant has proposed adjusting the lot line, so that 8,269 square feet are transferred from Block 33, Unit 5 to Block 33, Unit 41 in one location and 3,551 square feet are transferred from Unit 41 to Unit 5 in another location. Unit 5 currently is 3.51 acres in size; after the lot line adjustment, it would be reduced to 3.40 acres. Unit 41 is currently 0.55 acres in size. After the lot line adjustment it would increase to 0.66 acres. The proposed development is located in the R1 Low Density Residential District and is served by public sewer and water. The applicant has submitted a minor and final plan.



RECOMMENDATION

The applicant's proposal generally creates a more logical, conventional lot configuration with reduced nonconforming conditions. The Montgomery County Planning Commission (MCPC) generally supports this proposal, however, in the course of our review we have identified the following issues that the applicant and Township may wish to consider prior to final plan approval. Our comments are as follows:

REVIEW COMMENTS

ZONING

- A. Riparian Corridor. Riparian Corridor Conservation District regulations apply to Unit 5 [§1502]. The corridor exists along all identified waterways, but the zoning requirements of the district only apply to properties of at least one acre. Therefore, the corridor's location on Unit 5 shall be shown.
- B. Front Yard. The applicant shows a front yard for Unit 5 on Dale Road but shows a setback of 40 feet; this should say "50 feet".

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE (SALDO)

- A. Sidewalk.
 - (1) There is a sidewalk on Moredon Road that ends at Warner Road, and there is a sidewalk on Warner Road. We recommend that the sidewalk requirement not be waived for Moredon Road [§146-27] .

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve the Township's planning objectives for residential development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

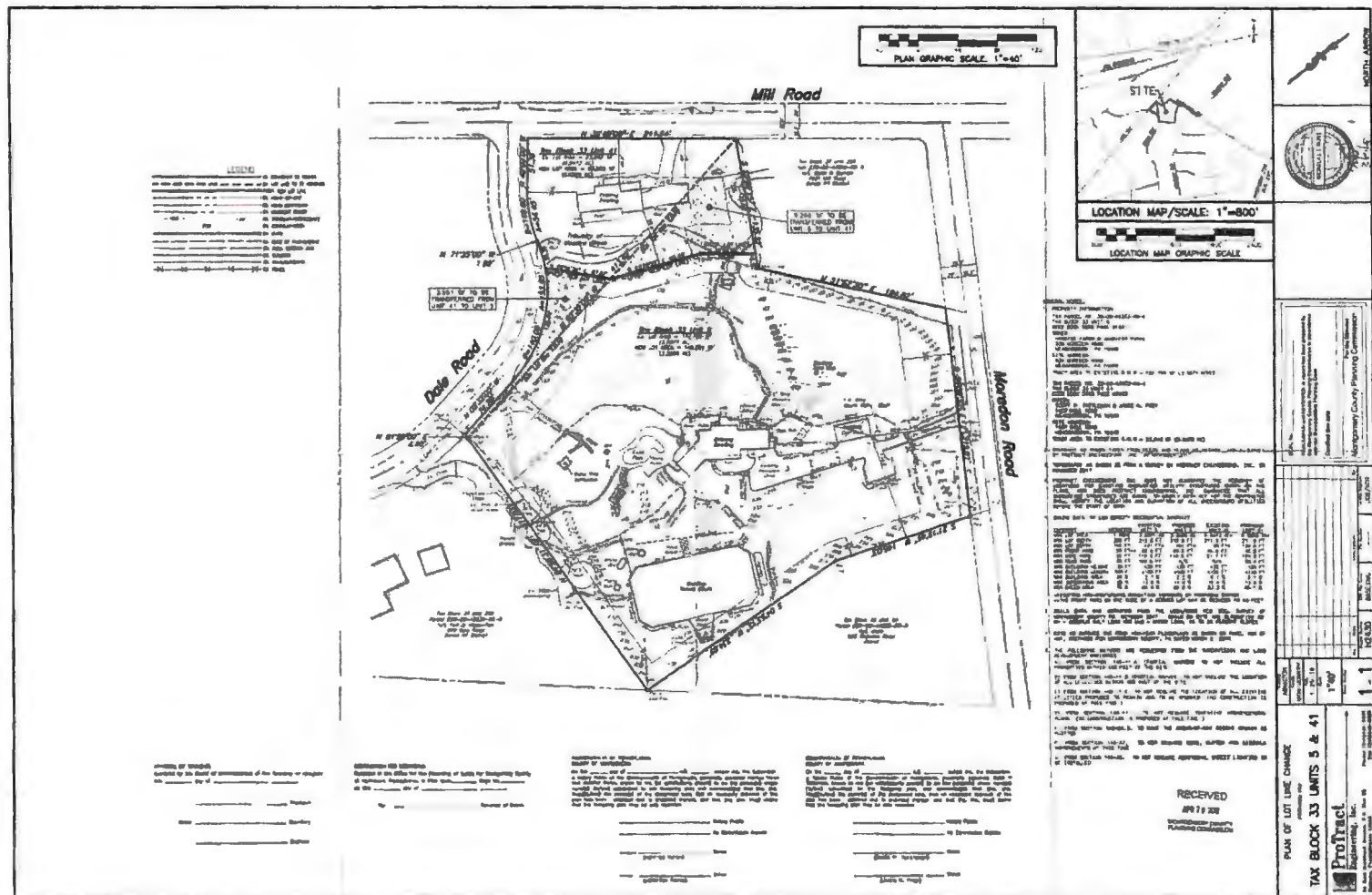
Sincerely,



Mike Narcowich, AICP, Principal Planner II
610.278.5238 - mnarcowi@montcopa.org

c: Richard J. Manfredi, Township Manager
Nicholas T. Rose, P.E., Applicant's Representative
Amy Montgomery, P.E., Township Engineer
Michael P. Clarke, Esq., Rudolph Clarke, LLC, Township Solicitor

Attachments: Applicant's Plan
 Aerial Image





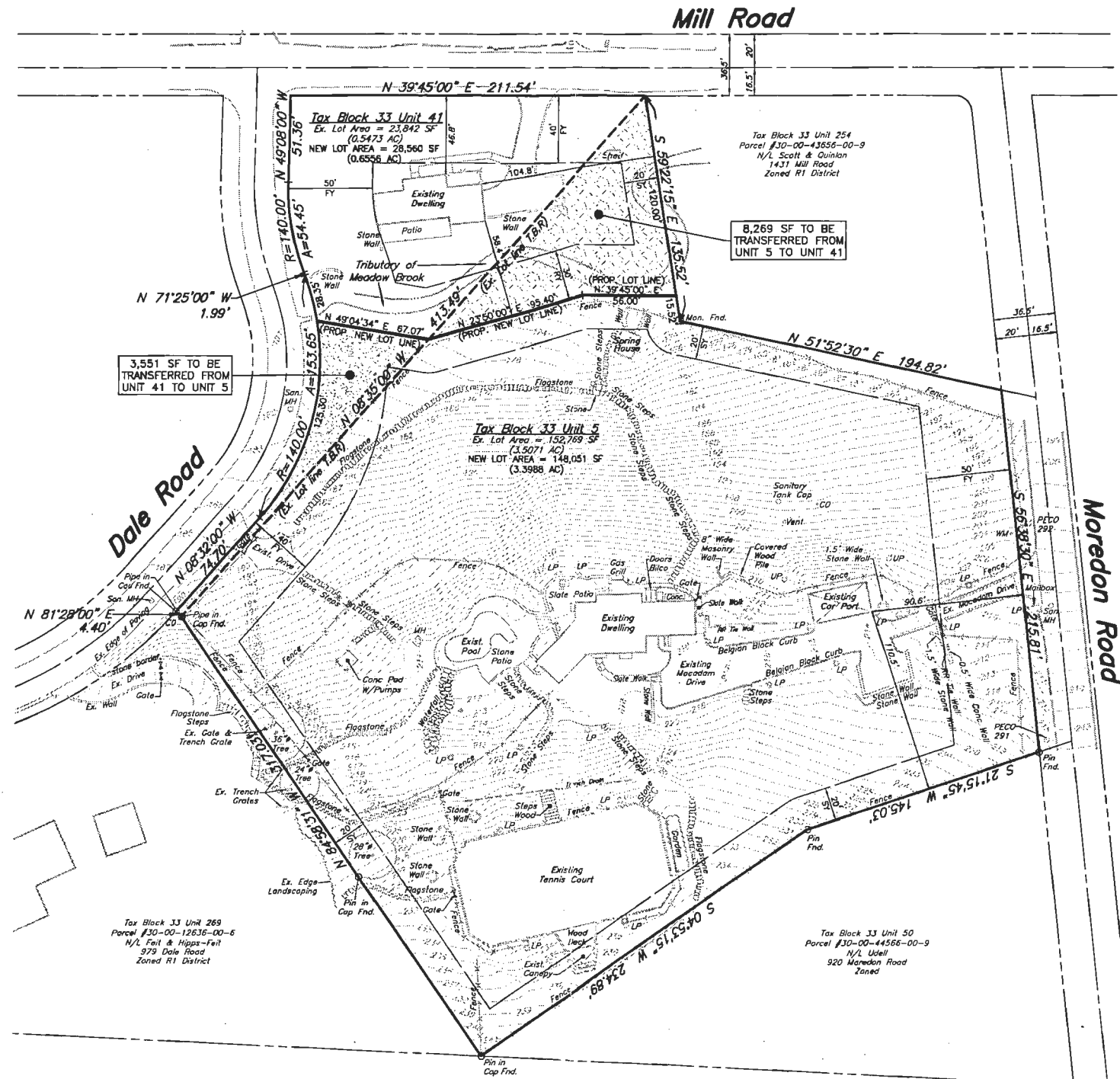
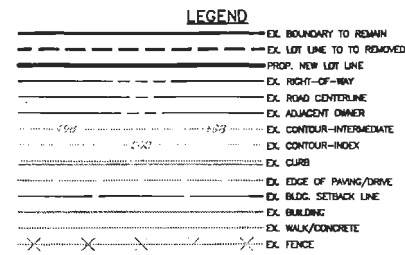
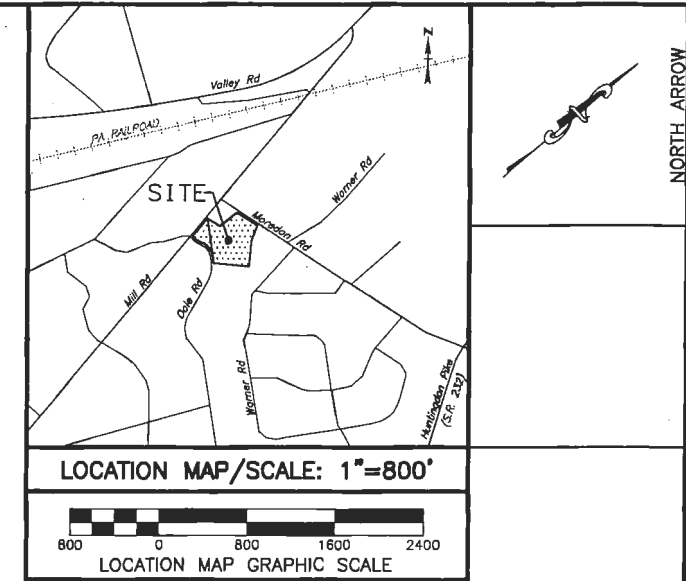
Tax Block 33, Unit 5 and Lot 41
Lot Line Change
180096001

Montgomery
County
Planning
Commission

Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19384-0311
(p) 610.276.3722 • (f) 610.276.3941
www.montcopa.org/planning

Year 2015 aerial photography provided by the
Delaware Valley Regional Planning Commission





GENERAL NOTES:

1. PROPERTY INFORMATION:
TAX PARCEL NO. 30-00-44552-00-4
TAX BLOCK 33 UNIT 5
DEED BOOK 5850 PAGE 01401
OWNER:
HARRISE YARON & JENNIFER PARKS
936 MOREDON ROAD
MEADOWROCK, PA 19048
SITE ADDRESS:
936 MOREDON ROAD
MEADOWROCK, PA 19048
TRACT AREA TO EXISTING R.O.W. = 152,789 SF (3.5071 ACRES)

TAX PARCEL NO. 30-00-4352-00-4
TAX BLOCK 33 UNIT 41
DEED BOOK 5899 PAGE 00992
OWNER:
SCOTT P. TAITLEMAN & JAMIE N. FREY
1407 MILL ROAD
MEADOWROCK, PA 19048
SITE ADDRESS:
1407 MILL ROAD
MEADOWROCK, PA 19048
TRACT AREA TO EXISTING R.O.W. = 23,842 SF (0.5473 AC)
2. BOUNDARY AS SHOWN TAKEN FROM DEEDS AND PLANS OF RECORD, AND A SURVEY BY PROTRACT ENGINEERING, INC. IN NOVEMBER 2017.
3. TOPOGRAPHY AS SHOWN IS FROM A SURVEY BY PROTRACT ENGINEERING, INC. IN NOVEMBER 2017.
4. PROTRACT ENGINEERING, INC. DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS FOR EXISTING SUBSURFACE UTILITY STRUCTURES SHOWN ON THE PLANS. NOR DOES PROTRACT ENGINEERING, INC. GUARANTEE THAT ALL EXISTING UTILITY STRUCTURES ARE SHOWN. TO COMPLY WITH ACT 187 THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES BEFORE THE START OF WORK.
5. ZONING DATA: R1 LOW DENSITY RESIDENTIAL DISTRICT

CATEGORY	REQUIRED	EXISTING UNIT 5	PROPOSED UNIT 5	EXISTING UNIT 41	PROPOSED UNIT 41
MIN LOT AREA	1 ACRE	3,5071 AC	3,3985 AC	0,5473 AC*	0,6556 AC
MIN LOT WIDTH	200 FT	215.8 FT	215.8 FT	211.5 FT	211.5 FT
MIN LOT DEPTH	100 FT	441 FT±	441 FT±	130 FT±	120.0 FT
MIN FRONT YARD	50 FT±*	90.6 FT	90.6 FT	46.8 FT	46.8 FT
MIN SIDE YARD	20 FT	110.5 FT	110.5 FT	21.7 FT	104.8 FT
MIN REAR YARD	30 FT	159.6 FT	N/A	N/A	58.4 FT
MAX BUILDING HEIGHT	35 FT	<35 FT	<35 FT	<35 FT	<35 FT
MAX BUILDING LENGTH	150 FT	<150 FT	<150 FT	<150 FT	<150 FT
MAX BUILDING AREA	20 %	2.1 %	2.2 %	6.1 %	5.1 %
MAX IMPERVIOUS AREA	25 %	13.6 %	14.0 %	16.4 %	13.9 %
MIN GREEN AREA	75 %	86.4 %	86.0 %	83.3 %	86.1 %

*EXISTING NON-CONFORMING CONDITION IMPROVED BY PROPOSED CHANGE
**THE FRONT YARD ON ONE SIDE OF A CORNER LOT MAY BE REDUCED TO 40 FEET
6. SOILS DATA WAS OBTAINED FROM THE USDA/NRCS WEB SOIL SURVEY OF MONTGOMERY COUNTY PA, OCTOBER 2017. SOILS ON SITE ARE CLASSIFIED AS CH - ODOROUS SILT LOAM AND Mbd - MANOR LOAM, 15 TO 25 PERCENT SLOPES.
7. SITE 15 IS OUTSIDE THE FEMA 100 YEAR FLOODPLAIN AS SHOWN ON PANEL 402 OF 401, PREPARED FOR MONTGOMERY COUNTY, PA DATED MARCH 2, 2016.
8. THE FOLLOWING WAIVERS ARE REQUESTED FROM THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE:
A) FROM SECTION 146-11.A (PARTIAL WAIVER) TO NOT INCLUDE ALL PROPERTIES WITHIN 400 FEET OF THE SITE.
B) FROM SECTION 146-11.B (PARTIAL WAIVER) TO NOT INCLUDE THE LOCATION OF ALL UTILITIES WITHIN 400 FEET OF THE SITE.
C) FROM SECTION 146-11.C, TO NOT REQUIRE THE LOCATION OF ALL EXISTING UTILITIES PROPOSED TO REMAIN AND TO BE REMOVED. (NO CONSTRUCTION IS PROPOSED AT THIS TIME.)
D) FROM SECTION 146-11.L, TO NOT REQUIRE TENTATIVE ARCHITECTURAL PLANS. (NO CONSTRUCTION IS PROPOSED AT THIS TIME.)
E) FROM SECTION 146-24.D, TO HAVE THE RIGHT-OF-WAY WIDTHS REMAIN AS PLOTTED.
F) FROM SECTION 146-27, TO NOT REQUIRE CURBS, GUTTER AND SIDEWALK IMPROVEMENTS AT THIS TIME.
G) FROM SECTION 146-38, TO NOT REQUIRE ADDITIONAL STREET LIGHTING TO BE INSTALLED.

MCPC No. _____

PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Multiphase Planning Code.

Certified this date _____

For the Director _____

Montgomery County Planning Commission

[illegible]

APPROVAL OF TOWNSHIP:
Approved by the Board of Commissioners of the Township of Abington
this _____ day of _____, _____

Attest: _____

CERTIFICATION FOR RECORDING:
Recorded in the Office for the Recording of Deeds for Montgomery County
at Norristown, Pennsylvania, in Plan Book _____, Page No. _____.

By: _____ Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY:

On the _____ day of _____, A.D. _____, before me, the Subscribed a Notary Public of the Commonwealth of Pennsylvania, personally appeared Harries Yan and Jennifer Parks, known to me (or satisfactorily proven) to be the person(s) whose name(s) /s/are subscribed to the foregoing plan, and acknowledged that (he, she, they) is/are the owner(s) of the designated land, that all necessary approval of the plan has been obtained and is endorsed thereon, and that (he, she, they) desire that the foregoing plan may be duly recorded.

____ Notary Public
____ My Commission Expires _____

(Harriss Yaron) _____ Own

(Jennifer Parks) Own

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY:

On the _____ day of _____, A.D. _____ before me, the Subscribed a Notary Public of the Commonwealth of Pennsylvania, personally appeared Said Tellerman, known to me (or satisfactorily proven) to be the person(s) whose name (their/ours) subscribed to the foregoing plan, and acknowledged that (he, she, they/it/s/he/ore) the owner(s) of the designated land, that all necessary approval of the plan has been obtained and is endorsed thereon, and that (he, she, they) deem that the foregoing plan may be duly recorded.

Notary Public

My Commission Expires

(Scott P. Tottlemann) Own

(James M. Frey)

PLAN OF LOT LINE CHANGE

TAX BLOCK 33 UNITS 5 & 41
PREPARED FOR



ProTract
Engineering, Inc.

Earl Moreland Avenue, P.O. Box 68
Libero, Pennsylvania 19040



ADMINISTRATIVE CODE AND LAND DEVELOPMENT

AGENDA ITEM

6-1-18

DATE

Administration

DEPARTMENT

ACL-03-061418

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Motion to approve the waiver of two permit fees for the Roslyn VFW. The first waiver is for the construction permit in the amount of \$854.00. The second permit fee waiver is for on-site storm water management and inspection fees total \$360.00; totaling \$1,214.

EXECUTIVE SUMMARY:

March 3, 2018 - Agenda Item - ACL-02-030318

PREVIOUS BOARD ACTIONS:

March 3, 2018 - Agenda Item - ACL-02-030318

No Action.

RECOMMENDED BOARD ACTION:

Motion to approve the waiver of two permit fees for the Roslyn VFW. The first waiver is for the construction permit in the amount of \$854.00. The second permit fee waiver is for on-site storm water management and inspection fees total \$360.00; totaling \$1,214.

NEW BUSINESS



PUBLIC WORKS COMMITTEE

AGENDA ITEM

7-2-18

DATE

PW-01-071218

AGENDA ITEM NUMBER

Engineering and Code

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Motion to execute Resolution #18-029 to support the filing of the inter-municipal grant application for the upgrade of the traffic signal at Township Line Road and Washington Lane.

EXECUTIVE SUMMARY:

Applying for an ARLE grant which has a 0% match requirement. The application will include a complete upgrade of the traffic signal at Township Line Road and Washington Lane intersection, which is situated at the municipal boundaries of Jenkintown, Abington, and Cheltenham and will be submitted as a multi-municipality application. Improvements will include new mast arms, signals heads, pre-emption, cabinets, detection, uninterruptible battery backup systems, ADA upgrades, and decorative crosswalks. The application is due July 6th.

Splitting the cost of the grant writing three ways at \$1,000.00 a piece. The estimated cost of the project is \$350,000.00 with a 0% match.

The grant preparation work can be used for submission for other grants. It is anticipated that a multi-municipality application could be submitted for the Green Light Go grant that is due in the fall.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTION:

Motion to execute Resolution #18-029 to support the filing of the inter-municipal grant application for the upgrade of the traffic signal at Township Line Road and Washington Lane.

RESOLUTION # 18-029

BE IT RESOLVED, by authority of the _____
(Name of governing body)
of the _____, _____ County, and it
(Name of POLITICAL SUBDIVISION)
is hereby resolved by authority of the same, that the _____ of
(designate official title)
said POLITICAL SUBDIVISION be authorized and directed to sign the attached Automated Red Light
Enforcement Program Project Funding Agreement on its behalf.

ATTEST:

(Name of POLITICAL SUBDIVISION)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, _____,
(Name) (Official title)

of the _____, do hereby certify that the foregoing
(Name of governing body and POLITICAL SUBDIVISION)

is a true and correct copy of the Resolution adopted at a regular meeting of the

_____, held the _____ day of _____, 20____.
(Name of governing body)

DATE: _____

(Signature and designation of official title)

Automated Red Light Enforcement (ARLE) Program:

PennDOT's ARLE Funding Program: The ARLE Funding Program is administered by the Pennsylvania Department of Transportation's Bureau of Maintenance and Operations. Currently the Philadelphia Parking Authority, the City of Philadelphia's system administrator [as outlined in 75 Pa.C.S. §3116(h)], provides the Pennsylvania Department of Transportation with quarterly deposits of revenue generated by automated red light enforcement violations into a restricted Motor License Fund account as indicated in 75 Pa.C.S. §3116(l)(2). The Philadelphia Parking Authority deducts all operation and maintenance costs prior to depositing the remaining revenues into a restricted Motor License Fund account. The balance of revenues generated in the restricted Motor License Fund account is eligible for use as part of the ARLE Funding Program. The Department will post yearly revenues available for the ARLE Funding Program into the Pennsylvania Bulletin each spring prior to the submission of applications. An eligible sponsor, as indicated in 67 Pa. Code §233.5 (Application procedure), can submit an application or applications within the parameters developed in 67 Pa. Code §233.6 (Deadline for applications). As indicated in 67 Pa. Code §233.4 (Limits of funding), no matching funds are required for eligibility in the ARLE Funding Program. Eligible projects are evaluated within the parameters of 67 Pa. Code §233.3 (Eligibility requirements and criteria), 67 Pa. Code §233.8 (Grant selection process and criteria) and Chapter 1, Section D (Eligible Projects) of this policy. Once a grant is offered and accepted as outlined in 67 Pa. Code §233.10 (Offer and acceptance of a grant) and 67 Pa. Code §233.14 (Payment procedures), the Department will reimburse the sponsor within 60 days from receipt of the quarterly status report. The Department requires that the awarded sponsor shall keep proper records as stated within 67 Pa. Code §233.12 (Audit and recordkeeping) and 67 Pa. Code §233.11 (Standards, methods, techniques, designs, and special conditions).



PUBLIC WORKS COMMITTEE

AGENDA ITEM

7-2-18

DATE

Public Works

DEPARTMENT

PW-02-071218

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes



No



PUBLIC BID REQUIRED

Cost > \$20,100

Yes



No



AGENDA ITEM:

Motion to adopt Resolution #18-028 - 2015 Green Light Go Grant Traffic Signal LED Upgrade Project Authorizing Application for Traffic Signal Approval and Submittal to PennDOT.

EXECUTIVE SUMMARY:

This resolution will allow the township to proceed with the implementation of the awarded grant by authorizing the Township Manager sign the applications for Traffic Signal Approval and submit to PennDOT by the July 26, 2018 deadline.

The project scope consists of upgrading 20 critical intersections with new highly efficient LED Traffic Signal Bulbs.

PREVIOUS BOARD ACTIONS:

- ~The township was awarded the 2015 Green Light Go Grant on May 16, 2016.
- ~Agenda Item PW10 approved at June 2016 Board of Commissioners Meeting.
- ~The Grant/Reimbursement Agreement was signed and by Manager LeFevre on June 21, 2016 and executed with PennDOT on August 5, 2016. The agreement contained a June 30, 2017 expiration date.
- ~Manager Manfredi signed a letter of extension of expiration deadline for a period of one year, extending the deadline to June 30, 2018.
- ~Manager Manfredi recently signed a second letter of extension extending the expiration deadline to December 31, 2019.

RECOMMENDED BOARD ACTION:

Motion to adopt Resolution #18-028 authorizing the Township Manager sign and submit all Traffic Signal Approval Applications pertaining to the 2015 Green Light Go Grant - Traffic Signal LED Upgrades.



TOWNSHIP OF ABINGTON

Office of the Township Manager

Richard J. Manfredi
Township Manager

FISCAL NOTE

AGENDA ITEM NUMBER: PW-02-071218

DATE INTRODUCED: 7/2/2018

FISCAL IMPACT AMOUNT: \$25,308.00

FUND: General Fund Budget

FISCAL IMPACT:



YES



NO

FISCAL IMPACT

Cost > \$10,000.

Yes



No



SUMMARY

This is a reimbursable grant. A letter of acceptance and commitment of funds was written and signed by Manager LeFevre on June 20, 2016. Manager LeFevre committed matching funds to be drawn from the township's general fund budget in the amount of \$15,608.00 and \$9,700.00 will be an in-kind services match for the installation by our in-house technicians.

ANALYSIS

The total amount of the project was estimated to be \$50,616.00. The grant was for a 50% municipal match with a total grant amount not to exceed \$25,308.00.

RESOLUTION #18-028

A RESOLUTION, BY AUTHORITY OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF
ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA
FOR THE 2015 GREEN LIGHT GO GRANT TRAFFIC SIGNAL LED UPGRADE PROJECT AUTHORIZING
APPLICATION FOR TRAFFIC SIGNAL APPROVAL TO THE PENNSYLVANIA DEPARTMENT OF
TRANSPORTATION

Be it RESOLVED, by authority of the Board of Commissioners of the Township of Abington,
Montgomery County, and it is hereby resolved by authority of the same, that the Township
Manager of said MUNICIPALITY is authorized and directed to submit the attached Applications
for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this
Application on behalf of the MUNICIPALITY.

ATTEST:

TOWNSHIP OF ABINGTON
(Name of MUNICIPALITY)

(Signature & designation of official title)

Richard J. Manfredi, Secretary
Township Manager

By: _____

(Signature & designation of official title)

Wayne C. Luker, President
Board of Commissioners

I, Wayne C. Luker, President of the Board of Commissioners of the Township of Abington
do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a
regular meeting of the Board of Commissioners held this 12th day of July, 2018.

DATE: _____

(Signature & designation of official title)

Wayne C. Luker, President
Board of Commissioners



June 11, 2018

Angelo Pontelandolfo
Public Works Director
Abington Township
1176 Old York Road
Abington, Pa 19001

Re: Abington Township Traffic Signal LED Upgrades
2015GLG059 Green Light-Go Program
Letter of Extension

Dear Angelo,

The above-referenced Green Light-Go grant agreement with PennDOT currently contains a June 30, 2018 expiration date.

Pursuant to paragraph S(a) of your agreement, the expiration date may be extended at PennDOT's discretion. PennDOT is therefore extending the expiration date to December 31, 2019. This letter serves as an official notice of the alteration to paragraph S(a). All other terms of the agreement remain unchanged.

Paragraph 26 of the agreement requires that all alterations or variations must be signed by the parties. Please sign in the signature line below to agree to this alteration and email a copy to c-vshamber@pa.gov at your earliest convenience. In addition, please retain a copy for your files.

Sincerely,

A handwritten signature in blue ink that reads "Daniel Farley".

Daniel Farley
Chief, Traffic Operations Deployment and
Maintenance Section

I agree to the extension of the above referenced grant agreement for the stated term. All other terms and conditions shall remain the same as in the current agreement.

☒ YES ☐ NO

Grantee Authorized Signatory

Signature

A handwritten signature in blue ink that reads "Richard J. Manfredi".

Date

June 20, 2018

Print Name

Richard J. Manfredi

*If the person signing this letter is not the same person who signed the above-referenced grant agreement, please provide a municipal resolution grantee signatory authority.



Wednesday, June 28, 2017

Ed Micciolo
1176 Old York Road
Abington, Pa 19001
emicciolo@abington.org

Re: Extension Notification
Green-Light Go Grant/Reimbursement Agreement
2015GLG059

Dear Mr. Micciolo:

On 8/5/2016, you executed an agreement with PennDOT for the Green-Light Go program. That agreement contains a June 30, 2017 expiration date.

Pursuant to paragraph 5(a) of your agreement, project deadlines may be extended at PennDOT's discretion. PennDOT is therefore extending the expiration deadline for a period of one year, to June 30, 2018.

This letter serves as an official notice of the alteration to paragraph 5(a). All other terms of the agreement remain unchanged.

Paragraph 26 of the agreement requires that all alterations or variations must be signed by the parties. Please sign below to agree to this alteration. Retain a copy for your files.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie McCoy".

Leslie McCoy, Contract Administrator
LeMcCoy@pa.gov

A handwritten signature in black ink, appearing to read "Ed Micciolo".

I agree to the extension of the above referenced document for the stated term. All other terms and conditions shall remain the same as in the current agreement.

☒ Yes ☐ No

*Signature

A handwritten signature in black ink, appearing to read "Ed Micciolo".

Date

6/30/2017

**If the person signing this letter is not the same person who signed the above-referenced agreement, please attach a resolution or other evidence of signature authority.*



Wayne C. Luker, President
Steven N. Kline, Vice President
Michael LeFevre, Manager
Jay W. Blumenthal, Treasurer

1176 Old York Road Abington PA 19001-3713 Telephone: 267-536-1000

June 20, 2016

Dan Farley
Bureau of Maintenance & Operations
400 North Street, 6th Floor
Harrisburg, Pa. 17120

Dear Mr. Farley:

This letter will serve to inform you that Abington Township is accepting the 2015 Green Light-go program grant. The funds will be used for Abington Township's LED upgrade project.

The matching funds will be drawn as follows: \$15,608.00 from our general fund budget and \$9,700.00 will be in kind services match which will be the installation by our technicians.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Michael LeFevre,
Township Manager

EM/em



PUBLIC WORKS COMMITTEE

BOARD ACTION REQUEST

PW 10

June 1, 2016

AGENDA ITEM NUMBER

DATE

DEPARTMENT

Public Works



AGENDA ITEM

Green Light Go
Grant Award

TOWNSHIP MANAGER



PREVIOUS ACTIONS

None

RECOMMENDED BOARD ACTION

Motion to accept A Green Light Go Grant award in the amount of \$25,308.00. The grant award will be for LED light improvements to our traffic signals. The \$5,608.00 match will be taken from contingency fund 01-01-002-5299.

COMMENTS

1. We originally converted all of our traffic signal bulbs to LED in 1999. The expected life expectancy of the LED bulb was 10 years. We have started a program in which we will be replacing all of the LED bulbs in our traffic signs over the next few years. This grant will be used in the replacement process.
2. The grant has a 50% match to it. We are using our manpower to install them as part of our match. \$9,700.00 and we had budgeted \$10,000.00 in Capital as part of the replacement process. The remaining match is \$5,299.00.

06-01-222-5305

RESOLUTION - Number 13-016

BE IT RESOLVED, by authority of the Board of Commissioners
(Name of governing body)
of the Township of Abington, Montgomery County, and it
(Name of MUNICIPALITY)
is hereby resolved by authority of the same, that the Township Manager
(Designate official title)
of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

ATTEST: _____
(Signature and designation of official title)

By: Abington Township
(Name of MUNICIPALITY)

By: Peggy Meyers
(Signature and designation of official title)

I, Peggy Meyers
(Name)

President of Board of Commissioners
(Official Title)

of the Township of Abington, do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)
is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 13th day of June, 2013
(Name of governing body)

DATE: 6-18-13

Regina Morris
(Signature and designation of official title)



pennsylvania

DEPARTMENT OF TRANSPORTATION

May 31, 2016

Ed Micciolo, Public Works Director
Abington Township
1176 Old York Road
Abington, PA 19001

Dear Mr. Micciolo:

I am pleased to inform you that your application for Pennsylvania's 2015 Green Light-Go Program was approved. The Abington Township Traffic Signal LED Upgrade Project will be awarded the requested amount of \$25,308.00, once the following steps have been completed and submitted in one package back to the Department:

- (1) **Acceptance Letter.** Provide a municipal letter stating acceptance of the grant award. If you wish to decline this grant, please notify the Department as soon as possible.
- (2) **Grant Agreement.** An Authorized Official, (as per your appropriate municipal code), must sign, date, and complete the attached Grant Agreement.
 - (a) **Resolution.** Provide a signature resolution that identifies the signature authority of the individual signing the Grant Agreement.
- (3) **Funding Match.** Identify the source of the funding match and indicate how the funding can be obtained.

This Grant Agreement must be completed and the original copy returned no later than August 10, 2016 (sixty (60) days after the date of this grant offer). Once the original copy is received and processed, the Department will provide a grant award letter along with the fully executed grant agreement. By accepting the grant, the municipality agrees to the Terms and Conditions outlined in the Grant Application and on the Traffic Signal Portal: (<http://www.penndot.gov/signals>).

Your application is considered a PennDOT Project Element, which has the following project expectations:

- Project will be a Department Managed Project through the Engineering and Construction Management System (ECMS).
- 50% match commitment from local and/or private funds.

Thank you for your interest in the Commonwealth's transportation system and advancing the Green Light-Go Program. We look forward to seeing your project implemented. Should you have any questions, please contact Daniel Farley, Chief, Traffic Operations Deployment and Maintenance Section, at (717) 783-0333 or dfarley@pa.gov.

Sincerely,

Richard N. Roman, P.E., Director
Bureau of Maintenance and Operations



Wayne C. Luker, President
Steven N. Kline, Vice President
Michael LeFevre, Manager
Jay W. Blumenthal, Treasurer

1176 Old York Road Abington PA 19001-3713 Telephone: 267-536-1000

June 20, 2016

Dan Farley
Bureau of Maintenance & Operations
400 North Street, 6th Floor
Harrisburg, Pa. 17120

Dear Mr. Farley:

This letter will serve to inform you that Abington Township is accepting the 2015 Green Light-go program grant. The funds will be used for Abington Township's LED upgrade project.

The matching funds will be drawn as follows: \$15,608.00 from our general fund budget and \$9,700.00 will be in kind services match which will be the installation by our technicians.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "LeFevre", is written over the closing.

Michael LeFevre,
Township Manager

EM/em



Effective Date:	EALA #: BHS00009
Date of Offer: May 16, 2016	Funds Commitment #:
Internal Order Number: 89975	Agreement #: 2015GLG059
Grantee: Abington Township	SAP Vendor#: 138590
Project Title: Abington Township Traffic Signal LED Upgrades	MPMS#: 105665
Total Grant Amount Not to Exceed: \$25,308	ECMS#
PennDOT Fiscal Year: 15/16	<input type="checkbox"/> Local Grant Element <input checked="" type="checkbox"/> PennDOT Project Element

GRANT/REIMBURSEMENT AGREEMENT

Green Light-Go Program

This Grant/Reimbursement Agreement is made by and between the Commonwealth of Pennsylvania, Department of Transportation (PENNDOT)

and
Abington Township (GRANTEE).

W I T N E S S E T H:

WHEREAS, 74 Pa.C.S. Chapter 92, added by Act 89 of 2013, provides for the establishment and implementation of a program to allocate funds to municipalities for traffic signals, provided that the municipality match PENNDOT funding in an amount not less than 50% of the amount of the financial assistance being provided; and,

WHEREAS, Under 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 9511(e.1) (relating to allocation of proceeds), the PENNDOT established the Green Light-Go: Pennsylvania's Municipal Partnership Program, also known as the "Green Light-Go Program." The Green Light-Go Program is a competitive application requiring a 50% municipal or private cash match for municipalities to request financial assistance for existing traffic signal maintenance and operations activities identified in 75 Pa.C.S. § 9511(e.1), and,

WHEREAS, PENNDOT invited municipalities to submit grant applications, and GRANTEE's application was selected for participation in the Green Light-Go program; and,

WHEREAS, GRANTEE has signified its willingness to participate in the Green Light-Go program and the PENNDOT agrees to partially fund the GRANTEE's project to the grant amount, in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE:

For and in consideration of the foregoing premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties agree as follows:

1. **Incorporation by reference.** The foregoing recitals are incorporated by reference as if fully set forth among the terms and conditions of this Grant/Reimbursement Agreement.

2. **Scope of Work.** The Project consists of upgrading 20 critical intersection with new highly efficient LED Traffic Signal Bulbs, as more particularly described in the attached Grant/Reimbursement Application(s) (Exhibit D). The Project was competitively selected, and therefore PENNDOT will not allow substantial scope changes or substitute projects after an award is made.

3. **Scope of this Agreement.**

(a) This Grant/Reimbursement Agreement comprises:

- (i) this document, including its exhibits (Exhibits E, F, G, H, I and J);
- (ii) the Project Estimated Costs (Exhibit A);
- (iii) the Grant Terms and Conditions (Exhibit B);
- (iv) the Grant Offer Letter (Exhibit C);
- (v) the Grant Application (Exhibit D); and,
- (ix) any other document referenced or incorporated in the Grant Application.

(b) Each Grant/Reimbursement Agreement, including its exhibits and referenced documents, applies to only the particular Grant and Project covered by that Grant/Reimbursement Agreement. If there is any ambiguity or inconsistency between the documents constituting this Grant/Reimbursement Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

(c) This Grant/Reimbursement Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Project and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

4. **Scope of Funding.** The total amount of the Grant is \$25,308. Funding by activity will be as follows:

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Total Amount</u>
Preliminary Engineering	\$0	\$0	\$0
Final Design	\$0	\$0	\$0
Utilities	\$0	\$0	\$0
Right-of-Way	\$0	\$0	\$0
Construction	\$25,308	\$25,308	\$50,616
Total Cost	\$25,308	\$25,308	\$50,616

5. Term of Grant. The Project funding begins on Grant/Reimbursement Agreement Execution and ends on October 31, 2017, the Expiration Date.

(a) Project activities for which this Grant Agreement is written must be completed by the following deadlines:

Grant Offer/Agreement Returned to Department (Within 60 days of offer)	August 10, 2016
Kick-Off Meeting and Field View (Within 60 days of Department receiving signed agreement)	November 7 – November 11, 2016
Completion of Construction	June 30, 2017
Submission of Final Invoice to Department	October 31, 2017
Agreement Expiration	October 31, 2017

Project deadlines may be extended at PENNDOT's discretion. If not extended, then if a deadline is not met, PENNDOT may:

- (i) suspend payment of the Grant funds until the Project schedule is made current; or
 - (ii) terminate this Grant/Reimbursement Agreement in accordance with the Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.
- (b) If the Project is not completed and final invoice submitted by the Expiration Date, no additional payments will be made to the GRANTEE, and the remaining funds will revert back to the Green Light-Go program.

6. Local Project Element – Payment of Grant Funds.

(a) If the Project is within a designated corridor, it will be considered a local project element. selected, GRANTEE shall have management responsibility for the Project. GRANTEE shall administer all aspects of the performance of the Project.

- (i) The work shall be performed by the GRANTEE's employees, contractors and/or consultants.
- (ii) GRANTEE shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.

(b) PENNDOT will make payments to the GRANTEE through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the PennDOT's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. A copy of the ACH enrollment form can be obtained online at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf

- i) The GRANTEE must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the GRANTEE to properly apply the DEPARTMENT's payment to the respective invoice or program.
 - ii) It is the responsibility of the GRANTEE to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- (c) GRANTEE shall maintain full and complete records of all receipts and disbursements of all Project funds for three (3) years from the date of final payment of grant funds under this Grant/Reimbursement Agreement to GRANTEE for inspection and/or audit. PENNDOT, or any of its authorized officers, agents or employees, shall have full and complete access to the records to inspect, copy, or carry them away, at any reasonable time during the term of this Grant/Reimbursement Agreement or the three (3) year retention period. The account and records shall comply with generally accepted accounting practices.
- (d) Each payment will be made following submission by the GRANTEE of an itemized invoice. To be correctly itemized, the invoice must be in the form of Exhibit (E).

7. PENNDOT Project Element – Use of Grant Funds.

- (a) If the Project is within a critical corridor, it will be considered a PENNDOT project element. PENNDOT shall have management responsibility for the Project. PENNDOT shall administer all aspects of the performance of the Project.
- (i) The work shall be performed by PENNDOT employees, contractors and/or consultants, except as may be otherwise provided in this Grant/Reimbursement Agreement.
 - (ii) PENNDOT shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.
 - (iii) PENNDOT shall be responsible for the bidding and award of any necessary contracts for construction and construction inspection. If the amounts bid exceed the Project estimated costs, the parties agree to meet within seven business days to discuss project funding. The parties may agree to re-bid, reduce or alter the Project scope, terminate the Project, or proceed with the Project at the higher cost.
 - (iv) During the conduct of the work, PENNDOT is authorized to proceed with and approve any change order provided that the aggregate cost associated with all change orders does not exceed 10% of the total project estimated costs. If the change order cost exceeds 10% of the total project estimated costs, the GRANTEE shall be presented with a change order request for each subsequent change order request. If GRANTEE does not approve any proposed change order, GRANTEE shall notify PENNDOT, in writing, of its disapproval within three business days and the parties shall meet within one business day after the notice is given in an effort to resolve the objection. If no notice of

disapproval is given within three business days, the change order shall be deemed approved. The parties shall use their respective best efforts to resolve any objection to a change order raised by GRANTEE. Additionally, once the aggregate of change orders exceeds 10% of the total Project estimated costs, the parties shall promptly meet within seven business days to discuss the change order needs.

(b) The GRANTEE shall reimburse PENNDOT for the municipal match. In any instance where Project costs are incurred in excess of the grant amount, including but not limited to instances where change orders are approved, GRANTEE shall reimburse PENNDOT the excess amount within 30 days after receipt of an invoice from PENNDOT which itemizes the costs and expenses to be reimbursed.

(c) The GRANTEE authorizes PENNDOT to withhold as much of the grant amount and municipal match as may be needed to complete any necessary work and to reimburse PENNDOT in full for all costs incurred, and authorizes PENNDOT to apply those funds to perform and complete the Project.

(d) The scope of funding and Project estimated costs are based on information supplied by the GRANTEE in its application, and PENNDOT relied upon that information to offer the Grant. The grant amount will not be increased, and GRANTEE bears all risk for costs exceeding the project estimates.

(e) PENNDOT shall acquire all rights-of-way necessary to perform the Project in accordance with all applicable federal and state laws, policies and procedures. PENNDOT shall be responsible for all negotiations, defense of all claims and initial payment of all property damages or right-of-way costs resulting from any acquisition and/or condemnation. Acquisition cost shall include, but shall not be limited to, payment of claims of affected property owners, photographic, appraisal and engineering services; title reports; counsel fees; expert witness fees required for the adjudication of all property damage claims; transcripts of testimony before the board of view; and all record costs, including printing costs, in case of appeal to an appellate court. In the event that PENNDOT exercises its power of eminent domain over any real property owned by GRANTEE, GRANTEE agrees to waive just compensation for right-of-way necessary for the Project.

(f) PENNDOT may perform multiple projects for different grants and/or GRANTEES together through a bundled procurement, in order to perform similar projects in the most cost-effective manner. Projects awarded under the PENNDOT Project Element will be evaluated to determine the most fiscally responsible manner of project delivery, considering cost and project management requirements.

(g) GRANTEE shall have the right at all reasonable times and upon reasonable notice to PENNDOT to review PENNDOT's records addressing the bidding, letting, contracting, invoicing and payment for work done on the Project.

8. Reporting. GRANTEE agrees to comply with the reporting requirements contained in PENNDOT Publication 191. GRANTEE also agrees to create and provide a report to the PENNDOT representative at the completion of the Project showing that the work was completed in accordance with this Grant/Reimbursement Agreement, and this report shall include an accounting summary of all funds expended toward the Project.

9. Effective date. This Grant/Reimbursement Agreement will not be effective until it has been executed by all necessary PENNDOT officials as required by law. Following full execution, PENNDOT will insert the effective date at the top of Page 1. This Grant/Reimbursement Agreement shall remain in effect until the Project is abandoned or the Expiration Date, whichever occurs first.

10. Availability of funds. The GRANTEE, by executing this Grant/Reimbursement Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Grant/Reimbursement Agreement, and that the GRANTEE, and not PENNDOT, shall bear and provide for all costs incurred in excess of the grant amount.

11. Points of Contact. All notices or other communications that are required or any to be given under this Grant/Reimbursement Agreement shall be addressed as follows:

If to PENNDOT:

Daniel Farley
Traffic Operations Deployment and Maintenance Section
Bureau of Maintenance and Operations, Department of Transportation
403 North Street, 6th Floor
Harrisburg, PA 17120
RA-PDSIGNALFUNDING@pa.gov

If to GRANTEE:

Ed Micciolo
Public Works Director, Abington Township
1176 Old York Road
Abington, Pa 19001
emicciolo@abington.org

or to such other person or address as the parties may provide to each other in writing.

12. Other Contributions. "Other Contributions" means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount	Timing
Abington Township	In-Kind Services Match (Labor/Staff)	\$25,308.00	Upon Issuance
		\$25,308.00	

GRANTEE agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Project. If the Other Contributions are not provided in accordance with this clause, then PENNDOT may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Grant/Reimbursement Agreement in accordance with the General Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.

13. Equipment and assets.

(a) GRANTEE agrees to obtain PENNDOT's prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000, apart from those listed in the Grant Application and/or detailed below:

[insert list of approved equipment and assets]

(b) GRANTEE agrees to use the equipment and assets for the purposes of the Project.

(c) GRANTEE agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Project must be treated as part of the Grant and used for the purposes of the Project.

14. Relevant qualifications or skills.

(a) GRANTEE agrees to ensure that personnel performing work in relation to the Project are appropriately qualified to perform the tasks indicated. In order to properly maintain the traffic signal equipment covered by this applicant, the GRANTEE agrees to provide, as minimum, the following staff throughout the useful life of equipment.

(i) Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs. The Traffic Engineer must possess, at a minimum:

- (1) A thorough understanding of traffic signal design, installation and maintenance.
- (2) A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
- (3) An ability to supervise subordinate personnel effectively in the assignment of their work.
- (4) A college degree in engineering, which includes course work in traffic engineering.
- (5) Either four years of experience in the field of traffic engineering or its equivalent in graduate college work.

(ii) Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment. The Signal Specialist must possess, at a minimum:

- (1) Extensive training and troubleshooting skills in electronics and software.
- (2) Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
- (3) Ability to make design and modifications to implement or omit special functions.
- (4) Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
- (5) Ability to perform all tasks required of a signal technician.

(iii) Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment. The Signal Technician must possess, at a minimum:

- (1) Ability to perform response maintenance on solid state equipment up to the device exchange level.
- (2) Capability to diagnose a vehicle loop failure and initiate corrective action.
- (3) Ability to tune detector amplifiers.
- (4) Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
- (5) Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

(b) The staffing requirements may not be altered by the GRANTEE except by request to PENNDOT and receipt of PENNDOT's written approval, or as superseded by specific staffing requirements provided in PENNDOT's Publication 191.

15. Compliance with law, policies and industry standards. GRANTEE agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Project:

- The Manual on Uniform Traffic Control Devices (MUTCD) is approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U.S. Code, Sections 109(d), 114(a), 217, 315, and 402(a), 23 CFR 655, and 49 CFR 1.48(b)(8), 1.48(b)(33), and 1.48(c)(2).
- Transportation Research Boards Highway Capacity Manual 2010
- Pa Vehicle Code (75 Pa. C.S. §§3111 – 3115 and §§6101 – 6129)
- PA Regulations (67 Pa. Code §§205 and 212)
- PennDOT Publication 13M (Design Manual 2: Highway Design).
- PennDOT Publication 35 (Bulletin 15) Approved Construction Materials
- PennDOT Publication 46 (Traffic Engineering Manual)
- PennDOT Publication 72M (Roadway Construction Standards)
- PennDOT Publication 111 (Traffic Control Pavement marking and Signing Standards)
- PennDOT Publication 148 (Traffic Standards (TC-8800 Series) Signals)
- PennDOT Publication 191 (Guidelines for the Maintenance and Operation of Traffic Signals)
- PennDOT Publication 213 (Temporary Traffic Control Guidelines)
- PennDOT Publication 236 (Handbook of Approved Signs)
- PennDOT Publication 408 (Highway Specifications)
- PennDOT Publication 669 (Traffic Signal Inspection Pocket Guide)
- PennDOT Traffic Engineering Forms
- All active Department Strike-Off Letters

16. Diverse Business Participation for Non-Federal-Funded Projects. Local transportation organizations, including municipalities that function as transit providers, shall comply with the

provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa. C.S. §303 (Diverse business participation).

17. Jurisdiction. This Grant/Reimbursement Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The GRANTEE consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The GRANTEE agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

18. No attachment by creditors; no cause of action. The parties do not intend the benefits of this Grant/Reimbursement Agreement to inure to any third party. No portion of PENNDOT's commitment to make the Grant will be subject to attachment or levy by any creditor of the GRANTEE or by any contractor, subcontractor, materialman, or supplier, or any creditor of any contractor, subcontractor, materialman, or supplier. Notwithstanding anything contained in any document executed in connection with this transaction, or any conduct or course of conduct by any of the parties hereto, before or after signing this Grant Agreement, this Grant/Reimbursement Agreement shall not be construed as creating any rights, claims, or causes of action against the Commonwealth, or any agency, officer, agent, or employee thereof, in favor of any contractor, subcontractor, supplier of labor or materials, or any of their respective creditors, or any other person or entity other than as specifically provided in this Grant/Reimbursement Agreement.

19. Save harmless. During the term of this Agreement, the GRANTEE shall indemnify and save the DEPARTMENT harmless from and against any damages recoverable under the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§8541-8564, up to the limitations on damages under said law arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of GRANTEE and for which a court has held GRANTEE, its officials or employees to be liable under said law. This provision shall not be construed to limit the GRANTEE in asserting any rights or defense. Maintenance of a traffic signal under this or any other agreement or permit is a maintenance obligation under 42 Pa. C.S. §8542(b)(6)(ii).

20. Required contract provisions. The parties agree, and the GRANTEE shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, antisolicitation, information and reporting provisions. The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the Commonwealth Non-discrimination/Sexual Harassment Clause, which is attached as Exhibit "F" and made a part of this Grant/Reimbursement Agreement. As used in this clause, the term "Contractor" means the GRANTEE.

21. Contractor Integrity Provisions. The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Integrity Provisions, which are attached as Exhibit "G" and made a part of this Grant Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

22. Offset Provision. The GRANTEE agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the GRANTEE or its subsidiaries to the Commonwealth against any payments due the GRANTEE under any contract with the Commonwealth.

23. Provisions Concerning the Americans with Disabilities Act. GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Provisions Concerning the Americans with Disabilities Act, which are attached as Exhibit "H" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

25. Contractor Responsibility Provisions. GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Responsibility Provisions, which are attached as Exhibit "I" and made a part of this Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

26. Right-to-Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Grant/Reimbursement Agreement. Therefore, this Grant/Reimbursement Agreement is subject to, and the GRANTEE shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "J" and made a part of this Grant/Reimbursement Agreement. As used in this exhibit, the term "Contractor" refers to the GRANTEE.

IN WITNESS WHEREOF, the parties have executed this Grant/Reimbursement Agreement on the date first above written.

ATTEST:

GRANTEE

Maria J. Kyrsta 06-21-16
Title: Administrative Assistant DATE

BY [Signature] 06-21-16
Title: Township Manager DATE

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel Date

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

BY _____
Deputy General Counsel Date

BY _____
for Comptroller Date

BY _____
Deputy General Counsel Date

Contract No. 2015GLG059, is split 100%, expenditure amount of 0% for federal funds and 100%, expenditure amount of \$25,308.00 for state funds. The related federal assistance program name and number is _____; _____. The state assistance program name and SAP Fund is 1107300113; _____.

Project Estimated Costs

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Subtotals</u>
Preliminary Engineering	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Final Design	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Utilities	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Right-of-Way	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Construction	<input type="text" value="\$25,308.00"/>	<input type="text" value="\$25,308.00"/>	<input type="text" value="\$50,616.00"/>
<hr/>			
Total Cost	<input type="text" value="\$25,308.00"/>	<input type="text" value="\$25,308.00"/>	<input type="text" value="\$50,616.00"/>
Municipal Match %	<input type="text" value="50"/>		
County	<input type="text" value="Montgomery"/>		
Municipality	<input type="text" value="Abington Township"/>		
Project Title	<input type="text" value="Abington Township Traffic Signal LED Upgrades"/>		

Green Light-Go Program Application (2015)



(A) Contact Information

First Name

Ed

Last Name

Micciolo

Job Title

Public Works Director

Street Address

1176 Old York Road

City

Abington

State

Pa

Zip Code

19001

Phone Number

267 536 1033

Alternative Phone Number

267 228 9785

E-mail Address

emicciolo@abington.org

County

Montgomery

Municipality

Abington Township

(B) Project Summary

Project Title

Abington Township Traffic Signal LED Upgrades

Project Type

LED Signal Replacement

Description of Proposed Project

Abington Township will be upgrading 20 critical intersection with new highly efficient LED Traffic Signal Bulbs. These bulbs will replace those that were previously installed.

(C) Project Location

Location Description

Critical traffic signal intersections in Abington Township, Montgomery County. We have included all of the proposed intersection in two separate maps.

Attach copy of project location map

Project Location Map Marked.pdf; Inclusive
Project Location Map3.pdf

Please Indicate

- ☒ Single Municipality
☐ Lead Municipality (multi-municipal application)

How many participating municipalities in total?

(1) Participating Municipality

(2) Participating Municipality

(3) Participating Municipality

Attach copy of municipal letter(s) of project support

Attention: If all traffic signals specified below are located on designated corridors only, it will be the responsibility of the municipality to manage the project. If one or more traffic signals specified within this application are located on critical corridors, it will be the responsibility of PennDOT to manage the project.

How many traffic signals associated to the project?

20

To located the unique "Map Key #" for each traffic signal, refer to one of the following resources:
[Interactive GIS Map](#) or [Traffic Signal Corridor Identification List \(.xlsx\)](#)

If unable to find the traffic signal "Map Key #", contact us via e-mail: RA-PDSIGNALFUNDING@pa.gov

Map Key #

Critical Corridor ?

Intersection Description

46101863

Yes

Edge Hill Rd & Old Welsh Rd

481012116

Yes

Huntingdon Pk & St Joseph Manor

46101860	Yes	Huntingdon Pk & Rydal Elementary Dr
46101852	Yes	Limekiln Pk & North Hills Ave
46101214	Yes	Jenkintown Rd & Edge Hill Rd/Tyson Av
46101215	Yes	Jenkintown Rd & Edge Hill Rd
46101864	Yes	Jenkintown Rd & Forrest Ave
46101611	Yes	Jenkintown Rd & Meetinghouse Rd
461101194	Yes	Moreland Rd & Center Ave
4610185	Yes	Moreland Rd & Easton Rd
461101610	Yes	Moreland Rd & Park Ave
461101792	Yes	Moreland Rd & Willow Grove Mall Dr
461011372	Yes	Moreland Rd & Davisville Rd
46101933	Yes	Old Welsh Rd & Reservoir Ave
46101998	Yes	Old Welsh Rd & Rockwell Rd
461011672	Yes	Old York Rd & Keith Rd
46101232	Yes	Susquehanna Rd & Bradfield Rd

46101861	Yes	Susquehanna Rd & Highland Ave
46101499	Yes	Susquehanna Rd & Jericho Rd
461011395	Yes	Susquehanna Rd & Maple Av

(D) Project Justification

Description of existing problem(s) to be addressed

Upgrading of degrading LED Traffic Signals on critical corridors. The ones we are proposing to replace were installed 14 years ago and have now reached their life expectancy.

Description of anticipated project benefits

The new LED's will be brighter and more noticeable to the drivers on the proposed corridors thus making the intersections safer.

How does the proposed project impact the region

All of the proposed intersections are on critical highways within our Township. The intersections are well traveled pass through highways. This grant will allow us to bring the entire corridors up to standards.

Describe the proposed project's consistency with any regional (MPO/RPO), county, local plans, official maps, etc.

This project is consistent with the enhancement of the corridors, transit corridors, and safety/mobility targets.

Describe the proposed maintenance and operations plan

The installations & maintenance will be the responsibility of the township. We have always maintained all our signalized intersections to Penn Dot's guidelines and requirements. We have a dedicated crew whose responsibility is to keep all of our intersections up to current standards.

Attach copy of maintenance and operations plan

Implementation Schedule.pdf

(E) Project Funding

Estimated Project Cost(s) by Activity:

	<u>Funding Requested</u>	<u>Municipal Match</u>
Preliminary Engineering Cost	<input type="text"/>	<input type="text"/>
Final Design Cost	<input type="text"/>	<input type="text"/>
Utilities Cost	<input type="text"/>	<input type="text"/>
Right-of-Way Cost	<input type="text"/>	<input type="text"/>
Construction Cost	<input type="text" value="\$25,308.00"/>	<input type="text" value="\$25,308.00"/>

Total Funding Requested	Total Municipal Match	Percent Match
<input type="text" value="\$25,308.00"/>	<input type="text" value="\$25,308.00"/>	<input type="text" value="50%"/>

Total Estimated Project Cost

Attach copy of cost estimate and detailed project schedule

Indicate source(s) of funding and provide the appropriate document for Municipal Cost Match

☐ Liquid Fuels Funds (County)

Attach copy of MS-991

☐ Liquid Fuels Funds (Municipality)

Attach copy of MS-965

☒ General Fund Distribution

Attach copy of Municipal Letter

☐ Financed (PIB, bond, etc.)

Attach copy Commitment Letter

☐ Act 209 - Municipal Transportation Impact Fees

Attach copy of Commitment Letter

☒ In-Kind Services

Attach copy of Municipal Letter

☐ Developer Contribution

Attach copy of Commitment Letter

☐ Private Funds

Attach copy of Commitment Letter

☐ Other

Please explain:

Attach copy of Municipal Letter

Terms & Conditions

[Click Here to view the Terms & Conditions](#)

☒ I agree to these Terms & Conditions as the applicant.

(The following screenshots contain sample data and do not depict an actual awarded grant or funding.)

Invoice Summary

[illegible]

Invoice Entry

[illegible]

dotGrants		Bureau of Homelessness & Operations		<small> BOSTON is an equal opportunity employer. Minorities and women are encouraged to apply. Boston's Department of Housing and Community Development Equal Opportunity Statement </small>	
Main Menu: Home About Us Contact Us Sign In Help					
Search: <input type="text"/>					
(CLG-INV-2015-21102-0015)					
PROJECT / GRANT ID: 2015-21102-0015 GRANT ID: 2015-21102-0015 PROJECT TITLE: Grantsmanship - State HR - LUNAR PROJECT STATUS: Approved - N/A					
Summary: View Copy					
STATE FUNDING WORKSHEET					
COMPONENT NUMBER: 0000000004					
INVOICE DOCUMENT NUMBER: 0000000007					
SAP INVOICE NUMBER:					
PAYMENT METHOD: 1					
DATA NUMBER: 0000000007					
SAP INVOICE NUMBER (VENDOR): 0000000007					
PAYMENT METHOD:					
BANK CODE: 0000					
SAP DOCUMENT NUMBER: 0000000007					
SAP DOCUMENT NUMBER: 0000000007					
PROJECT START DATE: 01/01/2015					
PROJECT END DATE: 12/31/2015					
APPROXIMATE SAP PAYMENT AMOUNT: 1000.00					
LINE ITEM: 1					
LINE ITEM: 1					
FUND NUMBER: 0000000000					
FUND NUMBER: 0000000000					
EXPENSED AMOUNT: 1000.00					
COMBINED AMOUNT: 0.00					
LINE ITEM BALANCE: 1000.00					
ALLOCATION PER AMOUNT: 1000.00					
TOTAL: 1000.00					

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor 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. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each 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 Contractor and each 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 Contractor and each 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 contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit F

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F

CONTRACTOR INTEGRITY PROVISIONS

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result

Terms & Conditions

Eligibility.

- (a) Municipalities are eligible grantees in the Green Light – Go Program.
- (b) Grants require at least a 50% local match of the total project costs.
- (c) Projects awarded in critical corridors will be designed and managed by the Department in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department. Projects awarded in designated corridors will be designed and managed by the grantee.
- (d) Grants are available for maintenance and capital projects.
 - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.
 - (i) Eligible maintenance projects must have a minimum estimated useful life of at least 5 years.
 - (ii) Eligible maintenance projects may not include costs for the acquisition of land, rights to land, buildings or building materials to construct a new building or buildings.
 - (2) Eligible capital projects must have an estimated useful life of at least 18 years and may include non-recurring costs related to maintaining and operating traffic signals, including purchase of any of the following:
 - (i) Equipment upgrades.
 - (ii) new equipment for system expansion.
 - (iii) Land or rights to land or buildings.

Application period and deadlines.

- (a) Applications are to be electronically submitted during the open application period.
- (b) The open application period will be determined by the Department on an annual basis and published in the *Pennsylvania Bulletin*.
- (c) Only electronic applications received during the open application period are considered to meet the application deadline for a particular fiscal year.

Application submission procedure.

(a) Applications shall be filed electronically using the dotGrants web-based application or as otherwise determined by the Department.

(b) Applications shall be fully completed by the applicant upon submission and must include, among other criteria specified on the particular application:

- (1) Documentation from participating municipalities establishing that the lead municipality is authorized to submit an application on their behalf for a multi-municipal application submission.
- (2) Map that identifies the location(s) of traffic signals for which funding is requested.
- (3) Anticipated project implementation schedule with identified milestones and completion date (include all key project phases, if applicable).
- (4) Documentation of the availability of matching funds and any proposed in-kind services, maintenance agreement, or any other non-financial form of a proposed match.
- (5) Detailed cost estimate. All costs will be deemed estimates until the time a formal grant offer is made.
- (6) Documentation demonstrating the applicant project's capacity to provide the 50% local funds match, meet inspection requirements, standard contract provisions, and competitive bid requirements.
- (7) Documentation demonstrating the applicant project's ability to meet the selection criteria set forth below.

(c) The Department may reject an application which does not include the data required by the application, program policies or applicable laws or regulations.

Public records.

Submissions to the Department may be subject to the requirements of the Right-to-Know Law (65 P. S. §§ 67.101—67.3104) and exceptions thereto.

Selection process and criteria.

(a) The Department will evaluate each eligible project in terms of:

- (1) The project's effect on improving safety, enhancing mobility, reducing congestion and greenhouse gases.
- (2) How the project supports the regional transportation system consistent with goals of the Statewide Long-Range Transportation Plan, Municipal Comprehensive Plan, local

Department Engineering District, and representative metropolitan planning organization or rural planning organization.

(3) Achieving a positive benefit/cost ratio.

(4) Leveraging available project funds.

(5) The applicant's ability to provide an effective level of maintenance and operations over the useful life of the improvements.

(6) Consistency with priority programs established by the Department, including but not limited to enhancing key freight corridors, transit corridors, and safety/mobility targets.

(7) Cooperation among municipalities in advancing multi-municipal projects and corridors.

(b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.

(1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.

(2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.

(c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.

(d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

(e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

Offer and acceptance.

(a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.

(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement. .

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct an debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at RA-PDSIGNALFUNDING@pa.gov.

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

Project Kick-off Meeting and Field View

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

Standards, methods, techniques, designs and special conditions.

(a) The Department reserves the right to specify or make determination as to the standards, methods, techniques, design and dimensional criteria acceptable in projects funded by awards under this chapter.

(b) The design and construction of an approved project are subject to the review and approval of the Department, including costs, materials, plans, specifications, design and operational details.

(c) Failure to meet special conditions, performance criteria or specifications may result in the withdrawal of the award, disqualification from future consideration for an award under this chapter or declaration of an award recipient to be in default of the terms of the agreement.

(d) Steel products used in a project funded by an award issued under this chapter must comply with the Steel Products Procurement Act (73 P. S. §§ 1881—1887).

Prevailing wage.

Projects funded by awards under this chapter are subject to prevailing wage requirements as required under the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1—165.17).

Audits and recordkeeping.

(a) General.

(1) An applicant receiving an award under this chapter shall keep records as the Department may prescribe, including records which facilitate an effective audit and fully disclose:

(i) The amount and disposition by the applicant of the award proceeds.

(ii) The total cost of the plan or program in connection for which the award is given or used.

(iii) The amount and nature of that portion of the cost of the plan or program supplied by other sources.

(2) The Department shall have access to books, documents, papers and records of the award recipient that are pertinent to an award issued under this chapter for the purpose of audit and examination. This includes progress audits during the project.

(3) An award recipient shall establish and maintain an adequate accounting record for an individual project which will allow the Department to determine the legitimacy of costs incurred for the project.

(4) The award recipient shall maintain effective control over and accountability for all funds, property and other assets. Applicants shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.

(5) A award recipient shall establish procedures to minimize the time elapsing between the transfer of funds from the Department and the distribution by the applicant whenever funds are advanced by the Department.

(6) The award recipient shall include a clause in any contract related to the award that allows Department access to the applicant's contractor's records for purposes of accounting and audit.

(b) *Retention of records.*

(1) An award recipient shall retain for 5 years after the date of the submission of the final Department payment documentary evidence such as invoices, cost estimates and negotiation documents regarding any items of project cost. These documents include the following:

(i) Monthly status updates.

(ii) Vendor's invoices.

(iii) Applicable purchase orders.

(iv) Plans.

(v) Inspection reports.

(vi) Final inspection report showing acceptance for the project.

(vii) A record of disposition or correction of unsatisfactory work.

(2) An award recipient shall retain for 5 years after the date of the submission of the final Department payment evidence of payments for items of project costs including the following:

(i) Vouchers.

(ii) Cancelled checks or warrants.

(iii) Receipts for cash payments.

(3) If audit findings have not been resolved, records shall be retained until the findings have been resolved.

Inspection.

(a) The Department or an agency of the Commonwealth, or both, or a person designated or authorized by the Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials regarding a project funded by an award issued under this chapter.

(b) An inspection ordered by the Department or conducted under this chapter may include the following:

(1) The reproduction and examination of records.

(2) The taking of samples applicable to evaluation or project quality control.

(3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for awards issued under this chapter.

Payment procedures.

(a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.

(b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within 7 calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.

(c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.

(d) A award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System (dotGrants), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.

(e) Ten percent of each award payment will be withheld by the Department as retainage until final inspection and approval of the project by the Department.

(f) Payment requests may be made for projects in progress but are limited to one request per month.

(g) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at www.dot.state.pa.us/signals.

Liability; forfeiture of funds; repayment.

(a) If an award recipient fails to comply with the terms and conditions of an award issued under this chapter, the following conditions apply:

(1) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.

(2) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for issued under this chapter.

(b) An award recipient aggrieved by a decision of the Department under this section may take an appeal under 2 Pa.C.S. §§ 501—508 and 701—704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).

Waiver.

(a) The Department may waive requirements to submit specific information or data normally required for an application.

(b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

(c) In the event of an emergency or other event deemed of critical concern to the Commonwealth, the Secretary may waive any, or all, of the requirements of this chapter otherwise not prohibited by law.



PUBLIC SAFETY COMMITTEE

AGENDA ITEM

7-2-18

DATE

Police

DEPARTMENT

PS-01-071218

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Adopt Ordinance No. 2157

EXECUTIVE SUMMARY:

The proposed Ordinance 2157 shall, inter alia, amend Chapter 156 – “Vehicles and Traffic,” Article II – “Traffic Regulations,” Section 14 – “Stop Intersections,” and Article III – “Parking Regulations,” at Sections 25 – “Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner,” and 28 – “Special Purpose Parking Zones,” to add stop intersections on King Road, Garden Road, and Wesley Avenue; add “No Parking Here to Corner” signs on Keswick Avenue; repeal “No Parking Here to Corner” signs on Fairhill Avenue, add Special Purpose parking restrictions on Rockwell Road and repeal Special Purpose parking restrictions on Arlington Avenue, all as more fully set forth in the Ordinance.

PREVIOUS BOARD ACTIONS:

NONE

RECOMMENDED BOARD ACTION:

Motion to adopt Ordinance No. 2157 amending Chapter 156 – “Vehicles and Traffic,” Article II – “Traffic Regulations,” Section 14 – “Stop Intersections,” and Article III – “Parking Regulations,” at Sections 25 – “Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner,” and 28 – “Special Purpose Parking Zones,” to add stop intersections on King Road, Garden Road, and Wesley Avenue; add “No Parking Here to Corner” signs on Keswick Avenue; repeal “No Parking Here to Corner” signs on Fairhill Avenue, add Special Purpose parking restrictions on Rockwell Road and repeal Special Purpose parking restrictions on Arlington Avenue, all as more fully set forth in the Ordinance.

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2157

**AN ORDINANCE AMENDING
CHAPTER 156 – “VEHICLES AND TRAFFIC,”
ARTICLE II – “TRAFFIC REGULATIONS,” SECTION 14 – “STOP
INTERSECTIONS”;
ARTICLE III – “PARKING REGULATIONS”
SECTIONS 25 – “PARKING PROHIBITED AT ALL TIMES; NO PARKING BETWEEN
SIGNS; NO PARKING HERE TO CORNER”,
AND 28 – “SPECIAL PURPOSE PARKING ZONES”**

WHEREAS, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to section 1502.44 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56544, the Board of Commissioners has the authority to enact and amend provisions of the Abington Township Code (“Code”) at any time it deems necessary for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof; and

WHEREAS, pursuant to section 1502.10 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56510, the Board of Commissioners has the authority to take all needful means for securing the safety of persons or property within the Township; and

WHEREAS, pursuant to section 1502.49 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56549, the Board of Commissioners has the authority to regulate traffic and parking; and

WHEREAS, the Board of Commissioners of the Township of Abington has determined that the Code of Ordinances of the Township of Abington shall be amended at Chapter 156 – “Vehicles and Traffic,” Article II – “Traffic Regulations,” Section 14 – “Stop Intersections,” and

Article III – “Parking Regulations,” at Sections 25 – “Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner,” and 28 – “Special Purpose Parking Zones,” should be amended for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

NOW, THEREFORE, the Board of Commissioners of the Township of Abington does hereby **ENACT** and **ORDAIN** as follows:

1. The Code of the Township of Abington is amended at Chapter 156 - “Vehicles and Traffic,” Article II – “Traffic Regulations,” at Section 14 – “Stop Intersections,” Article III, “Parking Regulations,” Section 28 – “Special Purpose Parking Zones,” to **add** the following restrictions:

Name of Highway	Side	Location
King Road	West	Southbound at Dale Road
Garden Road	West	Southbound at Cross Road
Wesley Avenue	West	at Rockledge Avenue
Jericho Road	4 Way	Horace Avenue
Benezet Road	East	at Cumberland Road

2. The Code of the Township of Abington is amended at Chapter 156 - “Vehicles and Traffic,” Article III – “Parking Regulations,” at Section 25 – “Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner,” to **add** the following restrictions:

No Parking Here to Corner Side	Location
Keswick Avenue South	30 ft. East and West of Oakdale Ave.

3. The Code of the Township of Abington is amended at Chapter 156 - “Vehicles and Traffic,” Article III – “Parking Regulations,” at Section 25 – “Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner,” to **repeal** the following restrictions:

Name of Highway	Authorized Purpose of Vehicle	Location
Fairhill Avenue	Parking Prohibited between 8AM and 4PM	2300 Block

4. The Code of the Township of Abington is amended at Chapter 156 - “Vehicles and Traffic,” Article III – “Parking Regulations,” at Section 28 – “Special Purpose Parking Zones,” to **add** the following restrictions:

Name of Highway	Authorized Purpose of Vehicle	Location
Rockwell Road	Handicapped Parking	in front of 1746 Rockwell Road

5. The Code of the Township of Abington is amended at Chapter 156 - “Vehicles and Traffic,” Article III – “Parking Regulations,” at Section 28 – “Special Purpose Parking Zones,” to **repeal** the following restrictions:

Name of Highway	Authorized Purpose of Vehicle	Location
Arlington Avenue	Handicapped Parking	in front of 2452 Arlington Avenue

6. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance are hereby repealed.

7. This Ordinance shall become effective five (5) days after enactment.

ORDAINED AND ENACTED this _____ day of _____, 2018.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

Richard J. Manfredi, Secretary

By: _____
Wayne Luker, President



PUBLIC AFFAIRS COMMITTEE

AGENDA ITEM

7-2-18

DATE

Community Development

DEPARTMENT

PA-01-071218

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

☐

No

☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

☐

No

☒

AGENDA ITEM:

Motion to adopt Resolution No. 18-027 to approve Fiscal Year (FY) 2018 Annual Action Plan. This motion is to authorize the President of the Board of Commissioners to sign and submit the FY 2018 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

EXECUTIVE SUMMARY:

The Township of Abington (Township) is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program (CDBG). HUD has allocated \$784,501.00 to the Township for FY 2018 that starts on October 1, 2018 and ends on September 30, 2019.

The activities that the Township proposes to undertake with these funds are listed on the attached budget.

The entitlement for the FY 2018 (10/1/2018 - 9/30/2019) is \$784,501.00. This is an increase of \$72,274.00 from the FY 2017 allocation of \$712,227.00.

Activities funded in FY 2017 were: Fair Housing promotion and advertisement; the Owner Occupied Housing Rehabilitation Program; the Rental Housing Rehabilitation Program; a new community facility at Crestmont Park and the installation of new concrete curbing and sidewalks at the 1000 block of Edge Hill Road.

PREVIOUS BOARD ACTIONS:

This is an annual action of the governing body, required by HUD, for the Township of Abington to specify the proposed use of the allocation of federal funds.

RECOMMENDED BOARD ACTION:

Motion to adopt Resolution No. 18-027 to approve Fiscal Year (FY) 2018 Annual Action Plan. This motion is to authorize the President of the Board of Commissioners to sign and submit the FY 2018 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA
RESOLUTION NO. 18-027**

The Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania, approving the FY 2018 Annual Action Plan for the use of Federal CDBG Funds.

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the Township of Abington that under Fiscal Year 2018, the Township is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$784,501; and

WHEREAS, the Township's Office of Community Development has prepared an Annual Action Plan for Fiscal Year 2018, that the Township expects to initiate in October 2018, which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the Township's Five Year Consolidated Plan; and

WHEREAS, a draft of the FY 2018 Annual Action Plan was on public display from Monday, June 11, 2018 through Wednesday, July 11, 2018 and the Township held a series of public hearings on the said Plan and the comments of various agencies, groups, and citizens were taken into consideration in the preparation of the final document.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON, PENNSYLVANIA, AS FOLLOWS:

SECTION 1. That the Annual Action Plan for the Fiscal Year 2018 CDBG Program is hereby in all respects APPROVED and the Township Manager is hereby directed to file a copy of said Annual Action Plan for Fiscal Year 2018 with the Official Minutes of this Meeting of this Board.

SECTION 2. That the Township is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant Program with Federal financial assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and other assurances as set forth under the certifications.

SECTION 3. That the President of the Board of Commissioners, on behalf of the Township of Abington, Pennsylvania, is AUTHORIZED to file an Application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$784,501; and its further AUTHORIZED to act as the authorized representative of the Township of Abington to sign any and all documents in regard to these programs.

SECTION 4. That the President of the Board of Commissioners, on behalf of the Township of Abington, Pennsylvania, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the Township's Application.

ADOPTED INTO A RESOLUTION THIS 12TH DAY OF JULY 2018 BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON, PENNSYLVANIA

APPROVED:

**ABINGTON TOWNSHIP
BOARD OF COMMISSIONERS**

Date

Wayne C. Luker, President

ATTEST:

Richard J. Manfredi, Township Manager

ADOPTED: _____

TOWNSHIP OF ABINGTON

Proposed Fiscal Year 2018

Community Development Block Grant Budget

1.	Administration	150,000.00
2.	Fair Housing <i>(Advertisement & Promotions)</i>	1,000.00
3.	Owner Occupied Rehabilitation Program	183,501.00
4.	2200 block of Parkview Avenue <i>(Fairview Avenue to Dead-end)</i>	145,000.00
5.	2700 block of Old Welsh Road <i>(Fleming Avenue to Lukens Avenue)</i>	280,000.00
6.	Ardsley Community Center <i>(Wheel Chair Lift Installation)</i>	25,000.00
TOTAL AMOUNT		\$ 784,501.00

Proof of Publication of Notice

Times Chronicle/Public Spirit

State of Pennsylvania,
County of Montgomery ss:


Elizabeth Douglas, Designated Agent of MONTGOMERY NEWSPAPERS LLC, a corporation of the County and State aforesaid, being duly sworn, deposes and says that TIMES CHRONICLE and PUBLIC SPIRIT are weekly newspapers serving Abington, Cheltenham, Jenkintown, Hatboro-Horsesham, Lower Moreland and Upper Moreland, County and State aforesaid, which were established in the year 1894 and 1873 respectively, since which date said newspapers have been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said weekly newspapers on the following dates, viz:

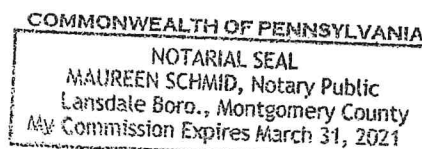
the 10th of June, 2018

Affiant further deposes she is duly authorized by Montgomery Newspapers LLC, a corporation publisher of Times Chronicle and Public Spirit, a weekly newspaper, to verify the foregoing statement under oath and also declares the affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Designated Agent, Montgomery
Newspapers LLC, a Corporation

Sworn to and subscribed by me this
13th day of June, 2018


Notary Public



**NOTICE OF DISPLAY OF PLAN AND PUBLIC HEARING FOR
THE FY 2018 ANNUAL ACTION PLAN FOR THE TOWNSHIP OF
ABINGTON, PA**

Notice is hereby given that the Township of Abington, Montgomery County, Pennsylvania has prepared its Annual Action Plan for FY2018. In accordance with the regulations and requirements of the U.S. Department of Housing and Urban Development (HUD), this plan will be on public display for a period of 30 days, beginning Monday, June 11, 2018 at the following location:

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

This plan will be available for public inspection during normal business hours of operation. Written or oral comments will be accepted until Wednesday, July 11, 2018. Comments may be directed to Van B. Strother, Director, Office of Community Development, Township of Abington, 1176 Old York Road, Abington, PA 19001 (267) 536-1019.

A public hearing will be held on Monday, June 25, 2018 at 3:00 PM at the Township Building, 1176 Old York Road, First Floor Conference Room, Abington, PA 19001. The purpose of the public hearing is to present the FY 2018 Annual Action Plan the Township has prepared for the use of Community Development Block Grant (CDBG) funds in the amount of \$784,501. The Township intends to submit this document to HUD on or before August 15, 2018.

The Township Building and First Floor Conference 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) 536-1019 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, if needed, a language interpreter will be provided. Cualquier persona que no habla Inglés que deseen asistir a la audiencia pública deben comunicarse con el Sr Strother cinco (5) días calendario antes de la reunión y un intérprete de lenguaje se proporcionará.

The Proposed FY 2018 Annual Action Plan was prepared after conducting a public hearing on housing and community development needs of the Township of Abington. The following CDBG activities are proposed for funding under the FY 2018 Annual Action Plan:

1. Administration - \$150,000
2. Fair Housing Activities - \$1,000
3. Owner Occupied Rehabilitation Program - \$183,501
4. 2200 block of Parkview Avenue - new curbing (Fairview to Dead End) - \$145,000
5. 2700 block of Old Welsh - new sidewalks and curbing (Fleming Avenue to Lukens Avenue) - \$280,000
6. Ardsley Community Facility (Wheelchair Lift Installation) - \$25,000

TOTAL \$784,501

The plan will be submitted to the Township's Board of Commissioners on Thursday, July 12, 2018, at which time this plan will be presented to the Township's Board of Commissioners for approval.

was printed and published in the regular editions and issues of the said weekly newspapers on the following dates, viz:

the 10th of June, 2018

**NOTICE OF DISPLAY OF PLAN AND PUBLIC HEARING FOR
THE FY 2018 ANNUAL ACTION PLAN FOR THE TOWNSHIP OF
ABINGTON, PA**

Notice is hereby given that the Township of Abington, Montgomery County, Pennsylvania has prepared its Annual Action Plan for FY2018. In accordance with the regulations and requirements of the U.S. Department of Housing and Urban Development (HUD), this plan will be on public display for a period of 30 days, beginning Monday, June 11, 2018 at the following location:

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

This plan will be available for public inspection during normal business hours of operation. Written or oral comments will be accepted until Wednesday, July 11, 2018. Comments may be directed to Van B. Strother, Director, Office of Community Development, Township of Abington, 1176 Old York Road, Abington, PA 19001 (267) 536-1019.

A public hearing will be held on Monday, June 25, 2018 at 3:00 PM at the Township Building, 1176 Old York Road, First Floor Conference Room, Abington, PA 19001. The purpose of the public hearing is to present the FY 2018 Annual Action Plan the Township has prepared for the use of Community Development Block Grant (CDBG) funds in the amount of \$784,501. The Township intends to submit this document to HUD on or before August 15, 2018.

The Township Building and First Floor Conference 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) 536-1019 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, if needed, a language interpreter will be provided. Cualquier persona que no habla Inglés que deseen asistir a la audiencia pública deben comunicarse con el Sr Strother cinco (5) días calendario antes de la reunión y un intérprete de lenguaje se proporcionará.

The Proposed FY 2018 Annual Action Plan was prepared after conducting a public hearing on housing and community development needs of the Township of Abington. The following CDBG activities are proposed for funding under the FY 2018 Annual Action Plan:

1. Administration - \$150,000
2. Fair Housing Activities - \$1,000
3. Owner Occupied Rehabilitation Program - \$183,501
4. 2200 block of Parkview Avenue - new curbing (Fairview to Dead End) - \$145,000
5. 2700 block of Old Welsh - new sidewalks and curbing (Fleming Avenue to Lukens Avenue) - \$280,000
6. Ardsley Community Facility (Wheelchair Lift Installation) - \$25,000

TOTAL \$784,501

The plan will be submitted to the Township's Board of Commissioners on Thursday, July 12, 2018, at which time this plan will be presented to the Township's Board of Commissioners for approval at its regular Board of Commissioners' Meeting.

If the Township would undertake an activity that would result in the displacement of families or individuals, then the Township would utilize its policy for minimizing such displacement. Furthermore, the Township is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG Funds. Historic Preservation Activities - By this notice, the Township of Abington invites parties who have an interest which may impact historic resources to make themselves known so that we can invite them to the notification and review process required by the regulations of the National Advisory Council on Historic Preservation (36 CFR, part 800).

All interested persons, groups, and organizations are encouraged to attend this public hearing and will be given the opportunity to present oral or written testimony concerning the proposed plan and use of Federal funds under the FY 2018 Annual Action Plan.

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) 536-1019. Persons with hearing and/or speech impairments may contact the Township via 711.

Wayne C. Luker
President
Board of Commissioners
TC-June 10-1a

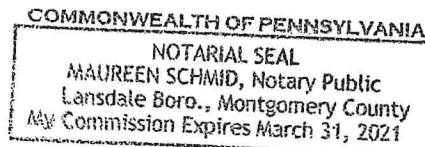
Richard J. Manfredi
Township Manager

Affiant further deposes she is duly authorized by Montgomery Newspapers LLC, a corporation publisher of Times Chronicle and Public Spirit, a weekly newspaper, to verify the foregoing statement under oath and also declares the affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Designated Agent, Montgomery
Newspapers LLC, a Corporation

Sworn to and subscribed by me this
13th day of June, 2018

Maureen Schmid
Notary Public





FINANCE COMMITTEE

AGENDA ITEM

JUNE 19, 2018

FC-03-061918

DATE

AGENDA ITEM NUMBER

Finance

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes ☐

No ☒

PUBLIC BID REQUIRED

Cost > \$20,100

Yes ☐

No ☒

AGENDA ITEM:

Expenditures/Salaries and Wages

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Approve the May expenditures in the amount of \$3,950,575.99 and salaries and wages in the amount of \$1,822,240.01, and authorizing the proper officials to sign vouchers in payment of bills and contracts as they mature through the month of August 2018.