ABINGTON TOWNSHIP

DECEMBER 12, 2024

BOARD OF COMMISSIONERS
REGULAR PUBLIC MEETING

TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

A G E N D A
December 12, 2024
7:00 PM

There are three ways for the public to participate in the meeting: in-person, online or by phone. Residents who wish to attend in person can do so in the Abington Township Board Room located at 1176 Old York Road, Abington, PA 19001, 2nd Floor. Alternative means of public participation are offered for those who do not wish to or are unable to attend the meetings in person. Residents who wish to participate in the meeting remotely can access the meeting online by a computer, iPad, iPhone, or Android at https://us06web.zoom.us/j/88216803878. This link will enable residents to hear the meeting, see presentations, and ask questions. There will be no video interaction capabilities. Residents, who are unable to join online, can listen to and participate in the meeting by calling 1-929-436-2866 and entering the meeting ID number 882-1680-3878 when prompted.

CALL TO ORDER

ROLL CALL, *BRODSKY, ROTHMAN, DIPLACIDO, LANEY-MARTIN, BROWNE, WINEGRAD, HENRY, ZAPPONE, YOUNG-GERTZ, SPIEGELMAN, BOLE, SCHREIBER, BOWMAN, VAHEY, HECKER*

PLEDGE OF ALLEGIANCE

BOARD PRESIDENT ANNOUNCEMENTS

PUBLIC COMMENT ON AGENDA ITEMS

CONSENT AGENDA

a. Motion to approve the Minutes from the Board of Commissioners Special Budget Meeting of November 7, 2024, and the Board of Commissioners Regular Meeting of November 14, 2024.

b. BOC-01-121224 Motion to approve the cable franchise agreement between the Township of Abington and Verizon Pennsylvania, LLC.

c. BOC-02-121224 Motion to adopt Traffic Safety Ordinance No. 2221 amending Chapter 156 - "Vehicles and Traffic," Article II - "Traffic Regulations," Section 14 - "Stop Intersections" to add the following restrictions: Stop sign on Elk Street, Southbound, at the intersection of Geneva Street; Stop sign on

Washington Lane, Northbound and Southbound, at the intersection of Fairacres Road; and Section 25 - "Parking Prohibited During Certain Hours" to add the following restrictions: No Parking M-F 7:30 a.m. - 4:30 p.m. on Highland Avenue, East Side, from 961 thru 1039 Highland Avenue.

d. BOC-03-121224 Motion to adopt Ordinance No. 2222 amending the code of the Township of Abington at Part II [General Legislation], Chapter 162 [Zoning], by amending and restating Article XXI [use regulations] to revise the definition of Indoor Recreation.

e. BOC-04-121224 Motion to authorize advertisement of an Ordinance amending the Code of the Township of Abington to Repeal Chapter 127 - "Recycling".

f. BOC-05-121224 Motion to authorize advertisement of an Ordinance amending Chapter 92- "Garbage, Storage and Refuse," Article VII- "Separation, Storage, and Collection of Recyclable Materials," at Section 92-40 - "Definitions," Section 92-41 - "Residential Separation and Preparation Requirements," Section 92-42 - "Collection from Residence," and Section 92-44 - "Multifamily, Commercial, Retail and Institutional Requirements".

g. BOC-06-121224 Motion to approve, as advertised and approved by the Montgomery County Consortium, Wilson of Wallingford as the Township's heating oil provider at the cost of $3.995 per gallon and authorize the Township Manager to execute the contract.

h. BOC-07-121224 Motion to appoint Keiser Giordano CPAs, PC as the accounting firm to perform Financial Audits of the five (5) ATFD Fire Companies and prepare the corresponding Financial Statements and Tax Returns for FY2024, FY2025 and FY2026.

i. BOC-08-121224 Motion to appoint Professional Health Services, Inc. (PHS) as the vendor to provide annual NFPA 1582 compliant physicals and stress testing for the members of the Abington Township Fire Department for FY2025, FY2026 and FY2027.

j. BOC-09-121224 Motion to approve an extension of term for Salem Baptist Church PY2021 CDBG Subrecipient Agreement.

UNFINISHED BUSINESS

NEW BUSINESS

a. BOC-10-121224 Motion to appoint _____ to fill the unexpired term of Tax

Collector, effective January 1, 2025.

b. BOC-11-121224 Motion to appoint _____ to serve as Treasurer, effective January 1, 2025.

c. BOC-12-121224 Motion to hire the next four (4) qualified candidates from the 2024 Civil Service Eligibility list.

FINANCE COMMITTEE

a. FC-01-121224 Motion to adopt Resolution No. 24-040 for the proposed CDBG-CV amendments as part of the PY2019 CDBG Annual Action Plan.

b. FC-02-121224 Motion to authorize the Budget Transfers and supplemental appropriations for the fiscal year 2024.

c. FC-03-121224 Motion to adopt Resolution No. 24-041 authorizing the disposition of certain Finance Office records as set forth in Exhibit "A".

d. FC-04-121224 Motion to approve the October 2024 expenditures in the amount of $4,117,102.91 and salaries and wages in the amount of $2,295,356.41 and authorizing the proper officials to sign and approve invoices and supporting documentation in payment of bills and contracts as they mature through the month of January 2025. (Click here to view supporting information for expenditures in October 2024)

(Motion & Roll Call)

e. FC-05-121224 Motion to approve change orders from Brubacher Excavating, Inc. for the Abington Jenkintown Connections Project in the amount of $137,940.70.

PENSION COMMITTEE

a. PC-01-121224 Motion to adopt Resolution No. 24-042 setting the Police Pension contribution rate for 2025 at five percent (5%) of compensation.

PUBLIC COMMENT

ADJOURNMENT

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.

The stated Special Budget Meeting of the Board of Commissioners of the Township of Abington was held on Thursday, November 7, 2024 via webinar and in-person at the Township Administration Building, Abington, PA, with President Hecker presiding.

CALL TO ORDER: 7:01 p.m.

ROLL CALL: Present: Commissioners ROTHMAN, DiPLACIDO, LANEY MARTIN, WINEGRAD, ZAPPONE, YOUNG-GERTZ, SPIEGELMAN, SCHREIBER, BOWMAN, VAHEY, HECKER
Excused: Commissioners BRODSKY, BROWNE, HENRY, BOLE

PUBLIC COMMENT ON AGENDA ITEMS:

Adele Kubel, resident, expressed concern that her questions about the budget were not answered. Also, she was concerned about decrepit conditions creeping in where she lives. Why is tax and Covid money being used to further the plans of speculators and billionaires who are creating economic inequality, and the area has multitude of unaffordable apartments with renters living with mold, rats, and drugs. Why is Covid money not being utilized to build the Roslyn Library improvement; why is the Crestmont Community Center charging rental fees; also, Old York Road and other areas need bollards to protect pedestrians waiting for the bus.

Joe Rooney, resident, said he did not see state and federal funds reflected in the police budget, or is it zero, on an annual basis? Also, he asked about the total for the contracted police services, and regarding manpower for animal control, is that a fulltime position or part-time position among several officers?

Lora Lehmann, resident, expressed concern about the timing of documents being distributed. Also, she was concerned about the Township paying the costs for school inspections and permits, which should not be in the budget, as well as the cost for the Jenkintown Connections project.

President Hecker called on Manager Manfredi.

Manager Manfredi said the preliminary budget was duly advertised as proposed and is before the Board this evening to be adopted as the Annual Budget. There have been no changes to any line items or dollars since proposed budget adoption; however, the American Rescue Plan Act (ARPA) has certain provisions, and the Township has set aside more than $2 million dollars for cultural and recreation projects.

Ms. Ashley McIlvaine, Assistant Manager, gave a presentation on the American Rescue Plan Act - Obligation of ARPA funds by 12/31/24.

"The U.S. Department of Treasury has clarified that a recipient may enter into an interagency agreement, including a memorandum of understanding, between departments and agencies within a recipient's government's and treat those funds as obligated for purposes of SLFRF (State and Local Fiscal Recovery Funds) if the interagency agreement meets certain conditions."

The Township will take the revenue replacement standard allowance of $10 million as prescribed by the Treasury.

As of 10/31/24, available funding is $12,316,687.73, and the budget proposes the following specific projects and allocation amounts:

Revenue Replacement Standard Allowance - $10,000,000.00

Inclusive Playground and Park - $209,791.00

Playing Field Enhancements - $1,363,500.00

Pavilions and Seating Areas - $440,000.00

Walking Trails - $253,396.73

Witt O'Brien's - $50,000.00

From the Standard Allowance of $10,000,000 - $9,400,000.00 will be reserved for Cultural-Recreation Parks Infrastructure Investment and $600,000.00 reserved for General Government Economic Development.

For the Inclusive Park – the Township applied for RACP grant in the amount of $550,000 and was awarded $350,000, so $209,791.00 will be appropriated from available ARPA funds. Also, Whole Trees, who is the fabricator of the treehouse requested changes to the height and materials for snow load and requested an additional $9,791 that will be appropriated from available ARPA funds.

Playing Field Enhancements – allocation of $1,363,500.00 – approximate cost of $50,500 per field renovation for about 27 fields and cost includes amenities.

Pavilions and Seating Areas – allocation of $440,000.00 – estimated cost of $55,000 per pavilion of approximately 8 pavilions.

Trail Enhancements – allocation of $253,396.73, which could be used for both new and existing trails as well as ADA enhancements estimating $70 per linear foot.

Witt O'Brien – allocation $50,000 for ARPA support and compliance services to the Township.

These funds need to be obligated by 12/31/24 and require further action other than just adopting the budget, so the actions as listed will be brought before the Board of Commissioners at its meeting in November.

President Hecker asked for any comments from Commissioners.

Commissioner Bowman said he is glad to hear about all the recommendations as presented and they look great, and hopefully there will be more.

Manager Manfredi said with the passage of the budget, we will immediately begin moving forward with the projects as identified in the Parks, Recreation and Open Space Plan.

Commissioner Winegrad clarified that the ARPA funds need to be obligated by the end of the year including getting the memorandums and contracts in line now, so when does the money need to be spent?

President Hecker replied we need to obligate the funding by the end of this year and then the Township has two years to spend it.

Item BOC-01-110724:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to enact Ordinance No. 2220, fixing the tax rate levies and adopting the Annual Budget of the Township of Abington for Fiscal Year 2025, and appropriations.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 11-0.

ADJOURNMENT: 7:28 p.m.

Respectfully submitted,

Liz Vile, Minutes Secretary

The stated meeting of the Board of Commissioners of the Township of Abington was held on Thursday, November 14, 2024 via webinar and in-person at the Township Administration Building, Abington, PA, with President Hecker presiding.

CALL TO ORDER: 7:00 p.m.

ROLL CALL: Present: Commissioners BRODSKY, DiPLACIDO, BROWNE, WINEGRAD, HENRY, ZAPPONE, YOUNG-GERTZ, SPIEGELMAN, SCHREIBER, BOWMAN, VAHEY, HECKER
Excused: Commissioners ROTHMAN, LANEY-MARTIN, BOLE

Also Present: Assistant Township Manager Wehmeyer
Assistant Legal Counsel Gallagher

PLEDGE OF ALLEGIANCE

BOARD PRESIDENT ANNOUCEMENTS:

President Hecker announced that the Board of Commissioners held an Executive Session on the evening of October 29th to discuss a personnel matter.

PUBLIC COMMENT ON AGENDA ITEMS:

Adele Kubel, resident, expressed concern that her petition was not written into the minutes and she read it into the record. Also, she said, "Baseless vicious attacks against citizens happen here and they are meant to intimidate. Incite, divide and silence is the goal."

Lora Lehmann, resident, expressed concern about the speaking rules. Also, she was concerned about not being included in the process of looking for a new manager, so this item should be removed from the agenda and a special meeting should be held where it can be discussed with public input.

CONSENT AGENDA:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to approve Items a. – g. as listed under Consent Agenda as follows:

To approve the minutes from the Board of Commissioners Special Budget Meeting of October 1, 2024 and the Board of Commissioners Regular Meeting of October 10, 2024.

To appoint Commissioner John Spiegelman to the Vacant Property Review Board.

To authorize advertisement of a Traffic Safety Ordinance amending Chapter 156 – "Vehicles and Traffic," Article II – "Traffic Regulations," Section 14 – "Stop Intersections" to add the following restrictions: Stop sign on Elk Street, southbound, at the intersection of Geneva Street; Stop sign on Washington Lane, northbound and southbound, at the intersection of Fairacres Road; and Section 25 – "Parking Prohibited During Certain Hours" to add the following restrictions: "No Parking M-F 7:30 a.m. – 4:30 p.m." on Highland Avenue, east side, from 961 thru 1039 Highland Avenue.

Install a "Stop" sign as experimental on Pine Avenue eastbound and westbound at Maple Avenue.

To authorize advertisement of an ordinance amending the code of the Township of Abington at Part II [General Legislation], Chapter 162 [Zoning], by amending and restating Article XXI [Use Regulations] to revise the definition of Indoor Recreation.

To approve the escrow release for LD-22-04 – 521 Moredon Road (Solar Array Panel) in the amount of $82,324.00 and deduct the Maintenance Security in the amount of $8,951.25 for a total release of $73,372.75.

To ratify the 2024 PECO Green Region Open Space Program application for EV Charging Stations at Manor College and adopt Resolution No. 24-036.

President Hecker asked for any comments from Commissioners.

Commissioner Browne referring to Item BOC-03-111424 – regarding the installation of an experimental "Stop" sign on Pine Avenue eastbound and westbound at Maple Avenue; requested that a speed study be done prior to the install of the experimental "Stop" sign as well as a post-install speed study, so we can obtain data and identify how traffic patterns have changed both pre- and post-installed sign.

MOTION was ADOPTED 12-0.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

Item BOC-07-111424:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to appoint Mr. Christopher Christman as the new Township Manager effective January 6, 2025, and approve the related Employment Agreement.

President Hecker thanked those Commissioners who participated in recent interviews, and he thanked Commissioners Browne and Henry for joining Commissioners Vahey, Scheiber and himself in vetting the initial round of candidates. We appreciate your time, energy and effort.

This evening, the Board of Commissioners will be approving an agreement for one year, and the reason for one year is that the First-Class Township Code requires syncing the Manager's agreement with the Board's reorganization meeting, and that will take place one year from now, and at that point, any employment contract will be for a duration of two-years. The starting base salary for this position is $240,000.00.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 12-0.

Mr. Christopher Christman thanked the Board of Commissioners for their confidence with this appointment and he is honored to be selected as the new Township Manager and looking forward to getting started in January.

He thanked his predecessor Mr. Manfredi for his years of dedicated service to this community, which have not gone unnoticed. Rich has done a great job of creating the bedrock and foundation of all the good things going on in Abington over the course of the past seven years, and he set the goal and standard by which other managers who come after him to continue that process. He looks forward to filling Rich Manfredi's shoes going forward in helping to advance the Board's goals and objectives.

Also, he looks forward to joining this outstanding staff and meeting the community as well as working with all the Board members in getting to know them and their wards and what their individual goals and objectives are as well as how it meshes with the community's goals.

He looks forward to continuing making Abington Township a great place to live, work and play. Thank you.

President Hecker thanked Mr. Christman on behalf of the Board Commissioners, and we are delighted that he will be joining us, and he looks forward to working together and be guided by his expertise and experience with the opportunities and challenges that are before us as a community.

Item BOC-08-111424:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to approve LD-24-03 by LifeCycle Abington, 1329 Old York Road – Preliminary/Final Major Subdivision and Land Development Plan and adopt Resolution No. 24-037.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 12-0.

Item BOC-09-111424:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to approve change order request #1 for MECO Constructors, Inc. for the Inclusive Park and Playground and to supplementally appropriate $9,791 for the change order and to also supplementally appropriate $200,000 from available American Rescue Plan Act funds for the Inclusive Park and Playground project.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 12-0.

Item BOC-10-111424:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to approve and appoint Melillo Consulting as the Township's Information Technology (IT) management services provider and to approve IT managed services for 24/7 monitoring and firewall upgrades for three years in the amount of $83,048.29.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 12-0.

Item BOC-11-111424:

Vice President Vahey made a MOTION, seconded by Commissioner Schreiber to enter into a three-year beneficiary agreement with Second Alarmer's Association and Rescue Squad for the distribution of American Rescue Plan Act (ARPA) funds in the amount of $681,873 over FY 2024, FY 2025 and FY 2026.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 12-0.

Item BOC-12-111424:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to adopt Resolution No. 24-038 for the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) allocation of majority of available funds to salary expenditures for January 1, 2025 – December 31, 2026, utilizing standard allowance in the Revenue Replacement Category.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 12-0.

Item BOC-13-111424:

Vice President Vahey made a MOTION, seconded by Commissioner Schreiber to adopt Resolution No. 24-039 for the approval of memorandums of agreements (MOA) for the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

President Hecker asked for any comments from Commissioners.

Vice President Vahey said this includes a series of votes that will commit and obligate the remainder of ARPA funds, and he cannot tell you how excited he is to serve on a Board that prioritizes our parks and recreation in which the vast majority of these funds are going to support. We will be remediating decades of underinvestment in our parks and make them a bright shining star in our region. He is proud to serve with all his fellow Board members who share in this priority in getting this work done. Thank you.

MOTION was ADOPTED 12-0.

FINANCE COMMITTEE:

Item FC-01-111424:

Commissioner Winegrad made a MOTION, seconded by Commissioner Spiegelman to approve the September 2024 expenditures in the amount of $3,739,401.12 and salaries and wages in the amount of $2,361,231.70 and authorize the proper officials to sign and approve invoices and supporting documentation in payment of bills and contracts as they mature through the month of December 2024.

Roll call resulted in motion being passed 12-0. Commissioners Rothman, Laney-Martin and Bole were absent during roll call.

Item FC-02-111424:

Commissioner Winegrad made a MOTION, seconded by Vice President Vahey to continue with United Healthcare as the retiree medical plan provider effective January 1, 2025.

President Hecker asked for any comments from Commissioners. There were none.

MOTION was ADOPTED 12-0.

PUBLIC COMMENT:

Ms. Karin McGarry-Rosen, EAC Chair, noted that Commissioner DiPlacido pointed out that there was an incorrect value presented on a graph last month related to businesses who would support an ordinance prohibiting the business from providing single-use plastic bags to customers. The correct percentages are: 63% in favor, 19% ambivalent, 18% opposed. We revised the graph prior to posting it on our website.

Adele Kubel, resident, commented that for over four years, she has worked on getting dumpster lids closed on less than a three-mile stretch of Old York Road. She was concerned about not holding businesses accountable for open dumpsters; yards of broken sidewalks and curbing on Old York Road; and the new WAWA spreads trash into the creek impacting drinking water.

Lora Lehmann, resident, expressed concern about the public process of hiring a new manager. Also, 1209 Rydal Road and the Taco Bell applications should not have been presented on any agenda because it didn't meet the MPC rules, and "the Zoning Officer should have written a note that it does not meet the law."

Ross Abel, resident and member of Jenkintown-Abington Neighbors Association, congratulated our new Township Manager, and he looks forward to working with him as a resident as well as our organization.

Also, he commended the Township, Commissioner Stuart Winegrad, and staff from Township Engineering and Public Works for the great work on the Abington-Jenkintown Connections Project. We use and enjoy the new sidewalks and paths daily, and he and his neighbors would love to partner with the Township in being more proactive in making the remaining corridor safer and usable for our families.

He encouraged the Township to consider a multi-municipal study of Rt. 611 as there have been many crashes resulting in deaths, which is not just a problem for our Township but also for Jenkintown and Cheltenham. He would like the Township to partner with Montco to conduct a study on traffic calming on Rt. 611 to make it a corridor that unites both sides of the street as a usable space, not just for vehicles.

Mr. Tom McAneney, Director of Fire & Emergency Management Services, said in response to the previous speakers' continued smears against our Zoning Officer who works in his department; while he appreciates her vigor in trying to defend the zoning of the Township, her attacks are completely misguided and show a fundamental misunderstanding of the procedure for presenting applications to the Zoning Hearing Board.

The Zoning Officer's job in that process is merely to process the applications and the Zoning Hearing Board is the finder of fact in the case, and they are there to hear the case and determine whether there is a hardship or need for a variance. The continued attacks against our Zoning Officer are offensive to him, his department and to Mr. Vanhorn and are completely misguided.

President Hecker announced that the applicant has withdrawn their application for a Taco Bell on Old York Road, and they will not appear before the Zoning Hearing Board.

ADJOURNMENT: 7:36 p.m.

Respectfully submitted,

Liz Vile, Minutes Secretary

The following resolutions were adopted by the Board of Commissioners on November 14, 2024:

Resolution No. 24-036
Resolution No. 24-037
Resolution No. 24-038
Resolution No. 24-039

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-01-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Verizon Pennsylvania, LLC

EXECUTIVE SUMMARY:

This is a 5-year cable franchise agreement between the Township and Verizon Pennsylvania, LLC. This agreement addresses franchise fees, customer service standards, reporting and records requirements, a capital grant, and enforcement and termination, among other items related to Verizon's cable operations in the Township.

PREVIOUS BOARD ACTIONS:

November 14, 2024: Board of Commissioners Working Session
July 8, 2021, Board of Commissioners Meeting
June 10, 2021, Board of Commissioners Committee of the Whole

RECOMMENDED BOARD ACTIONS:

Motion to approve the cable franchise agreement between the Township of Abington and Verizon Pennsylvania, LLC.

CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

TOWNSHIP OF ABINGTON

AND

VERIZON PENNSYLVANIA LLC

TABLE OF CONTENTS

		Page
1.	DEFINITIONS	2
2.	GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	9
3.	PROVISION OF CABLE SERVICE	11
4.	SYSTEM FACILITIES	13
5.	EG SERVICES	14
6.	FRANCHISE FEES	16
7.	CUSTOMER SERVICE	18
8.	REPORTS AND RECORDS	18
9.	INSURANCE AND INDEMNIFICATION	19
10.	TRANSFER OF FRANCHISE	20
11.	RENEWAL OF FRANCHISE	21
12.	ENFORCEMENT AND TERMINATION OF FRANCHISE	21
13.	MISCELLANEOUS PROVISIONS	23

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE……28

EXHIBIT B – CUSTOMER SERVICE STANDARDS……..30

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into on this _____, 2024 (the "Effective Date" as set forth in Section 2.3) by and between the TOWNSHIP OF ABINGTON, Montgomery County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the "Township"), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the State of Delaware (the "Franchisee").

WHEREAS, the Franchisee is a "cable operator" and the Township is a "local franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township previously granted to the Franchisee a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township which has since expired (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee's Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township's future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Township's grant of a renewal franchise to the Franchisee, the Franchisee's promise to continue to provide Cable Service to residents of the Service Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 Access Channel: A video Channel that Franchisee shall make available to the Township without charge for educational or governmental use for the transmission of video programming as directed by Township.

1.2 Affiliate: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 Basic Service: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channels required by this Franchise.

1.4 Cable Service or Cable Services: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: "the one-way transmission to subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service."

1.5 Cable System or System: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states "a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [Title II of this Act], except that such facility shall be considered a cable system (other than for purposes of section 621(c)to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility system." The Cable System shall be limited to the optical spectrum wavelength, bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Township and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.6 Channel: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states "a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation)."

1.7 Communications Act: The Communications Act of 1934, as amended.

1.8 Complaint: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of Franchisee's Cable System or cable operations.

1.9 Control: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of the Franchisee's affairs.

1.10 Customer Service Standards: The standards for customer service as set forth in Exhibit B.

1.11 Educational Access Channel: An Access Channel available for the use of the local schools in the Township.

1.12 EG: Educational or Governmental.

1.13 FCC: The United States Federal Communications Commission, or successor governmental entity thereto.

1.14 Fiber to the Premise Telecommunications Network ("FTTP Network"): The Franchisee's network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act, and provides Cable Services from the operation of a Cable System.

1.15 Force Majeure: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to the following: severe or unusual weather conditions, labor strikes, slowdowns, stoppages, and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, including terrorist attacks, orders of the government of the United States or the Commonwealth of Pennsylvania, actions or inactions of any government instrumentality or public utility other than Franchisee (including condemnation to the extent not foreseeable), accidents for which the Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which the Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.16 Franchisee: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

1.17 Government Access Channel: An Access Channel available for the use of the Township for governmental purposes.

1.18 Gross Revenue: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township, including, but not limited to:

(1) Basic Service fees;

(2) fees charged to Subscribers for any service tier other than Basic Service;

(3) fees charged to Subscribers for premium Cable Services;

(4) fees for video-on-demand and pay-per-view;

(5) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;

(6) revenue from the provision of any other Cable Services;

(7) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;

(8) fees for changing any level of Cable Service programming;

(9) fees for service calls;

(10) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);

(11) fees for leasing of Channels;

(12) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;

(13) advertising revenues (on a pro rata basis) as set forth herein;

(14) revenue from the sale or rental of Subscriber lists;

(15) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.18.5 below;

(16) fees for music services that are Cable Services over the Cable System;

(17) fees for DVR;

(18) regional sports programming fees;

(19) late payment fees;

(20) NSF check charges;

(21) Franchise Fees for the provision of Cable Services over the Cable System in the Township; and

(22) foregone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent with Section 1.18.8, below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.18(13) and (15) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Township, 500 subscribers in Pennsylvania, and 1,000 subscribers nationwide. Gross Revenue as to the Township from Ad "A" is 10% of the Franchisee's revenue therefrom. Gross Revenue as to the Township from Ad "B" is 20% of the Franchisee's revenue.

Gross Revenue shall not include:

1.18.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.18.2 Bad debts written off by the Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.18.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are classified as Non-Cable Services;

and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.18.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.18.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.18.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.18.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of the Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value shall be included in Gross Revenue;

1.18.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.18.10 Program launch fees;

1.18.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.18.12 Any fees or charges collected from Subscribers or other third parties for any EG grant.

1.19 High-Definition (HD) EG Access Channel or HD: An EG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of up to 1080i or such higher resolution as determined by the Franchisee in its sole discretion.

1.20 Information Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as may be amended in the future, which states "the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic

publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service."

1.21 Internet Access: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.22 Non-Cable Services: Any service that is not a Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.23 Normal Operating Conditions: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.24 Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25 Public Access Channel: An Access Channel available for the use of the public in the Township.

1.26 Public Rights-of-Way: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.27 Service Area: All portions of the Township where Cable Service is being offered.

1.28 Service Interruption: The loss of picture or sound on one or more cable channels.

1.29 Standard (SD) EG Access Channel or SD: An EG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Franchisee in its sole discretion.

1.30 Subscriber: A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.31 Telecommunications Facilities: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.32 Telecommunication Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as may be amended in the future, which states "the offering of telecommunications for a fee directly to the public, or such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.33 Title II: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

1.34 Title VI: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

1.35 Township: The incorporated area (entire existing territorial limits) of the Township and such additional areas as may be included in the corporate (territorial) limits of the Township during the term of this Franchise.

1.36 Transfer of the Franchise:

1.36.1 Any transaction in which:

1.36.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.36.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.36.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.36.2 However, notwithstanding subsections 1.36.1.1, 1.36.1.2, and 1.36.1.3, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.37 Video Programming: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), which currently states programming provided by, or generally considered comparable to programming provided by a television broadcast station.

1.38 Video Service Provider or VSP: Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Township, for purchase, barter, or free of charge, regardless of the transmission method, facilities

or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, Video Programming services or internet-protocol based services within the territorial boundaries of the Township.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Township hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant. Furthermore, consistent with Section 2.2 below, the Township's grant of authority to provide Cable Services pursuant to this Franchise does not include the authority to provide any Non-Cable Services.

2.2 *Township's Regulatory Authority*: The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Township over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Township will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, the Township's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Township may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on _____, 2024 (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until _____ unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Sections 2.4 or 2.5 of this Agreement or revoked by the Township pursuant to Section 12.5 of this Agreement.

2.4 *Termination Generally*: If, at any time during the renewal Term, Franchisee experiences a net decline of six percent (6%) or greater of its Subscribers in the Franchise Area in any prior twelve (12) month period (for purposes of clarification, any such twelve (12) month evaluation period shall not commence prior to the Effective Date), Franchisee shall thereafter have the right to terminate the Franchise upon twelve (12) months' written notice to the Township.

2.5 *Modification/Termination Based on VSP Requirements/Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Township has required from or imposed

upon a VSP, or if the Township enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Township and the agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this Franchise, Franchisee and the Township shall, within sixty (60) days of the Township's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the Township, as may be necessary to review the change in obligations resulting from the cited law.

2.6 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Township reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver*:

2.8.1 The failure of the Township on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Township, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Township from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement*:

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.9.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Township of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers*: Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Township. The Township shall not subject the Franchisee to any ordinances or regulations that are that are in conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws*: Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Township's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way; provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

3. **PROVISION OF CABLE SERVICE**

3.1 *Service Area*:

3.1.1 *Service Area*: Subject to the issuance of all necessary permits by the Township, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Township; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the

density requirements set forth in subsection 3.1.1.1; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1 *Density Requirement:* Subject to Section 3.1.1, above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service*: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred in excess of two hundred (200) feet for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings*: If there is final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 if requested by the Township pursuant to written notice to Franchisee, Verizon shall provide, without charge, one service outlet activated for Basic Service to the following:

3.3.1 Each current municipal building, fire station, and public library as may be designated by the Township in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

3.3.2 Each public K-12 school, and each non-public K-12 school that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, located in the Township, as

may be designated by the Township in Exhibit A; provided, however, that Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Township shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school building. Furthermore, Franchisee shall be permitted to recover, from any school building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed.

4. SYSTEM FACILITIES

4.1 *Technical Requirement:* The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with operated with an initial digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.2.3 The Cable System must conform to all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, and shall comply with all technical standards of the following:

4.2.3.1 National Electrical Code (NEC);

4.2.3.2 National Electrical Safety Code (NESC).

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The System shall incorporate equipment capable of providing standby powering of the System.

4.6 *Emergency Alert System*: The Franchisee shall comply with the applicable requirements of the FCC with respect to the operation of an Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

5. **EG SERVICES**

5.1 EG Set Aside; Interconnection:

5.1.1 In order to ensure universal availability of Public, Educational and Government Access programming, Franchisee shall continue to provide on the Basic Service Tier capacity for the use of one (1) Educational and one (1) Government Access Channels (collectively, "EG Channels") for exclusive use by the Township or its designee. The Township and Franchisee will comply with all laws and regulations related to use of the EG Channel.

5.1.2 The EG Channels shall be used for community programming related to public, educational and/or governmental activities. The Township shall have complete control over the content, scheduling, and administration of the EG Channels and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channels programming. If any EG Channel provided under this Article is not being utilized by the Township, the Franchisee may utilize such EG Channel, in its sole discretion, after receiving written approval by the Township until such time as the Township elects to utilize the EG Channel for its intended purpose. In the event that the Township decides to exercise its right to use the EG Channel, the Township shall provide the Franchisee with ninety (90) days' prior written notice of such request.

5.1.3 The Township shall comply with the law regarding the non-commercial use of EG Channels.

5.2 Franchisee shall maintain in good working order the video links and equipment necessary to transmit the EG Channels signals to the channel aggregation site for further processing and distribution to Subscribers. Franchisee shall maintain the EG Channel and video links in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable System, except that it shall not be responsible for the technical signal quality of the programming produced by any EG Channels producer.

5.3 The Township and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channels programming up to the demarcation points and for ensuring all EG Channels programming is inserted on the appropriate upstream EG Channels. All EG Channels programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Township or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Township's side of the demarcation point and used to generate or

administer any EG Channels access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Township and the Franchisee shall work together in good faith to resolve any connection issues. If the Township issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining EG Channels programming from the EG Channels transmitted on Franchisee's System without Franchisee's prior written consent.

5.3.1 Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than twelve (12) months after written notice by the Township to activate any EG Channels, the Township may require the Franchisee to provide a video link, without charge to the Township, to a location within the Township where EG Access programming is originated for the purpose of cablecasting EG Channels programming; provided, however, that the Franchisee shall not be obligated to provide the Township with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

5.4 Starting on the Effective Date, the Township may make a written request to upgrade/replace one (1) existing SD EG Access Channel to be broadcast in High Definition. Upon receipt of the Township's written request, the Franchisee shall make such an HD EG Access Channel available to the Township or the EG Access Channel Designee within two hundred and seventy (270) days of the Franchisee's receipt of such written notice from the Township. The Township shall include in the written notice a statement of the existing Fios Channel number and the originating location of the programming. The new HD EG Access Channel will be assigned a new channel number on the Fios channel lineup. To the extent permitted by law, the Franchisee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD EG Access Channel programming of any type.

All programming content for the HD EG Access Channel shall be transmitted to the Franchisee in HD-SDI format with a resolution of 720p or 1080i. The Township expressly acknowledges that an HD EG Access Channel may not be available at all times during the term of this Agreement on Franchisee's Basic Service Tier and that in order to view the HD EG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.5 EG Grant: Franchisee shall provide a grant to the Township to be used for capital costs used in support of the production of EG Channel programming. The EG Grant provided by Franchisee hereunder shall be the sum of $37,000. The EG Grant shall be remitted to the Township within ninety (90) days of the Effective Date.

5.6 Indemnity for EG: The Township shall require all local producers and users of any of the EG facilities or EG Channel to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the Franchisee and the Township from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding any EG

Channels programming facility, not including the actual FTTP Network, or EG Channels or EG Channels programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Township shall establish rules and regulations for use of EG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531. Notwithstanding the foregoing, the Township shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.6.1 Recovery of Costs: The Franchisee shall be allowed to recover any costs arising from the provision of EG Channels services as set forth in 47 U.S.C. § 622, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6. **FRANCHISE FEES**

6.1 *Payment to the Township:* The Franchisee shall pay to the Township a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of Franchise Fee revenue due to the Township. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall credit any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Township issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a Franchise Fee, then the percentage of the Franchisee's Franchise Fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions*: The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits*:

6.4.1 The Township may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the Township no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the Township, and the Township or any auditor employed by the Township shall submit its complete request for records within sixty (60) days of the Township's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Township or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1, and execution of a non-disclosure agreement with the Township or an auditor employed by the Township, all records reasonably necessary for any such audit shall be made available by the Franchisee to the Township, in accordance with Section 8.1 hereof, at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties.

6.4.2 The Franchisee shall provide the records reasonably necessary for the audit and requested by the Township in a timely manner. Any such audit conducted by the Township or auditor employed by the Township shall be completed in a timely manner. If upon completion of the audit, the Township does not make a claim for additional payments, then the Township shall provide the Franchisee with written documentation of closure of the audit. The Township's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the Township or its auditor in accordance subsection 6.4.1, above, or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the Franchise Fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to three thousand dollars ($3,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Township within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Township together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Township that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula *e.g.* payment based on an underpayment of fees, if any.

6.5 *Bundled Services*: If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if

needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit B. Such Requirements may be amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records*: Upon thirty (30) days' written notice to the Franchisee, the Township shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Franchisee's regular business hours as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Township. The books and records to be made available for inspection by the Township shall be made available for inspection at a designated office of the Franchisee or such other location in the eastern region of the Commonwealth of Pennsylvania mutually agreed upon by the parties. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide an explanation as to the reason it is claimed to be confidential or proprietary. The Township shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required*: The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9. INSURANCE AND INDEMNIFICATION

9.1 *Insurance*:

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of three million dollars ($3,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Township.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars ($100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars ($100,000) employee limit; five hundred thousand dollars ($500,000) disease policy limit.

9.1.2 The Township shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice of cancellation from its insurer, the Franchisee shall provide the Township with thirty (30) days' prior written notice of such

cancellation.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania**,** with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Township Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification*:

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the Township, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Township shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and Franchisee's own attorney's fees. The Township shall give the Franchisee timely written notice of the Township's request for indemnification within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection or (b) ten (10) days following service of legal process on the Township or its designated agent of any action related to this subsection. The Township agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Township for any damages, liability, or claims resulting from, and Township shall be responsible for, Township's own acts of willful misconduct, the Township's breach of obligation under the Franchise, or negligence of the Township, or its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Township by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Township, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Township, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Township, and the Township does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Township shall in no event exceed the amount of such settlement.

10. **TRANSFER OF FRANCHISE**

Transfer: Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior consent of the Township, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.35 above.

11. RENEWAL OF FRANCHISE

The Township and the Franchisee agree that any proceedings undertaken by the Township that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1 *Notice of Non-Compliance*: If at any time the Township believes that the Franchisee has not complied with the terms of the Franchise, the Township shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Township shall then notify the Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice"). If the Township does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

12.2 *Franchisee's Right to Cure or Respond*: The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Township in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Township of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Township shall provide written confirmation that such cure has been effected.

12.3 *Liquidated Damages*: After the time period set forth in Sections 12.1-12.2 above, in the event that the Township finds that an alleged noncompliance continues to exist and that the Franchisee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the Franchisee agrees that the Township may recover liquidated damages from the Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Sections 12.1-12.2 above; provided, however, that if the Franchisee disputes the assessment of any liquidated damages hereunder, the Franchisee may request and the Township agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.2 above, the Township shall provide the Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. If the Township elects to recover liquidated damages for any item set forth in this Section 12.3 (including customer service violations), the Township agrees that such recovery shall be its exclusive remedy for the time period in which liquidated damages are assessed; provided, however, once the Township has ceased to assess its liquidated damages remedy as set forth in Section 12.3.2, it may pursue other available remedies.

12.3.1 Pursuant to Section 12.2, the following monetary damages shall apply:

For failure to provide Cable Service as set forth

in Sections 3.1-3.3.....	$150/day for each day the violation continues;
For failure to maintain the FCC technical standards as set forth in Section 4.....	$150/day for each day the violation continues;
For failure to provide EG Services to the community specified in Section 5.1……..	$150/day for each day the violation continues;
For failure to comply with Franchise Fee audit requirements as set forth in Section 6.4……	$150/day for each day the violation continues;
For failure to provide the Township with any reports or records required by the Agreement within the time period required.....	$150/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Exhibit B	$450 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Section 10.1.1.....	$150/day for each day the violation continues; and
For a Transfer specified in Section 11 without required approval.....	$150/day for each day the violation continues.

12.3.2 The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars ($15,000) in the aggregate. All similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

12.3.3 Except as otherwise provided herein, any liquidated damages assessed pursuant to this section shall not be a limitation upon any other provisions of this Franchise and applicable law, including revocation.

12.4 *Additional Enforcement Measures*: Subject to applicable federal, state and local law, in the event the Township determines that the Franchisee is in default of any provision of this Franchise, the Township may:

12.4.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.4.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.5 *Revocation:* Should the Township seek to revoke this Agreement, and the Township chooses not to impose liquidated damages or ceases to impose liquidated damages, the Township shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Township has not received a satisfactory response from the Franchisee, it may then seek termination of this Agreement at a public hearing. The Township shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.5.1 At any designated public hearing at which the Township has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements, the Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.5.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Township in writing, and thereafter the Township shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Township shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of the Township, grant additional time to the Franchisee to effect any cure. If the Township determines that it will revoke the Franchise, the Township shall promptly provide the Franchisee with a written determination setting forth the Township's reasoning for such revocation. The Franchisee may appeal such written determination of the Township to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Township consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties*: In any action by the Township or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors, and assigns.

13.3 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.3.1 *Good Faith Error*: The parties hereby agree that it is not the Township's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.4 *Delivery of Payments*: The Franchisee may use electronic funds transfer to make any payments to the Township required under this Agreement.

13.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.5.1 Notices to the Franchisee shall be mailed to:

President
Verizon Pennsylvania LLC
900 Race Street, 6th Floor
Philadelphia, PA 19107

With a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

13.5.2 Notices to the Township shall be mailed to:

Township of Abington
1176 Old York Road
Abington, PA 19001
Attention: Township Manager

With a copy to:

Cohen Law Group
413 S. Main Street
Pittsburgh, PA 15215

13.6 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Township and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Township that conflict with the provisions of this Agreement are superseded by this Agreement.

13.7 *Amendments:* Amendments to this Agreement shall be mutually agreed to in writing by the parties.

13.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.9 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.11 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Township or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or EG requirements set out in this Agreement.

13.12 *Publishing Information:* The Township hereby requests that the Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

13.13 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

13.14 *Independent Review*: The Township and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s)

shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.15 If the Township exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Township's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Township's exercise of its police power rights, then the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.16 *No Third Party Beneficiaries*: Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.17 *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

TOWNSHIP OF ABINGTON

By: _____

Print: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA LLC

By: _____

Print: _____

Title: President, Verizon Pennsylvania LLC

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Customer Service Standards

EXHIBIT A

Abington Township Municipal Building
1176 Old York Road
Abington, PA 19001

Abington Township Parks & Recreation
515 Meeting House Road
Abington, PA 19001

Abington Township Waste Water Treatment
1000 Fitzwatertown Road
Abington, PA 19001

Abington Township Waste Transfer Station
995 Fitzwatertown Road
Abington, PA 19001

Abington Township Fire Training Annex
2200 Florey Lane
Abington, PA 19001

Crestmont Pool
2595 Rubicam Avenue
Abington, PA 19001

Penbryn Pool
200 Houston Avenue
Abington, PA 19001

Ardsley Community Center
2828 Spear Avenue
Abington, PA 19001

Abington Township Fire House
1920 Horace Avenue
Abington, PA 19001

Edge Hill Fire House
2843 Limekiln Pike
Abington, PA 19001

McKinley Fire House
893 Jenkintown Road
Abington, PA 19001

Roslyn Fire House
1128 Bradfield Road
Abington, PA 19001

Weldon Fire House
412 Easton Road
Abington, PA 19001

EXHIBIT B

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

SECTION 1: DEFINITIONS

A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Township.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue

for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment

with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Township and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Township of a Cable Service problem and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection D of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Township of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by

the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to the Township facilities, the Franchisee shall Respond to all inquiries from the Township within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Township in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Franchisee may provide all notices identified in this Section electronically or on-screen.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the Township within seventy-two (72) hours of receipt. The Franchisee shall notify the Township of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Township may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Township upon written request.

G. The Township hereby requests that the Franchisee omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom

the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification;

(3) A separate on-screen notification; or

(4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the Township a minimum of thirty (30) days in advance of such changes

if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Township including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

(1) Products and Cable Services offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Township, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

Thomas Hecker, *Board President*
Matthew Vahey, *Board Vice President*
Richard J. Manfredi, *Township Manager*

TOWNSHIP OF ABINGTON

RESOLUTION NO. _____

RESOLUTION OF THE TOWNSHIP OF ABINGTON AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC

WHEREAS, the Franchisee is a "cable operator" and the Township is a "local franchising authority" in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township previously granted to the Franchisee a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township which has since expired (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee's Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township's future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT RESOLVED that the Township Board of Commissioners does

hereby approve the cable franchise agreement negotiated with the Franchisee, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

RESOLVED this ____ day of _____, 2024.

ATTEST:

TOWNSHIP OF ABINGTON

_____

_____
Thomas Hecker
President, Township Board of Commissioners

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-02-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Police		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Traffic Safety Ordinance 2221

EXECUTIVE SUMMARY:

Over the last several months the Traffic Safety Unit has received the following requests:

Stop Sign On	**Direction of Travel**	**At Intersection of**
Elk Street	Southbound	Geneva Street
Washington Lane	North and Southbound	Fairacres Road

No Parking M-F **7:30 am - 4:30 pm** Highland Avenue	**Side** East Side	**Location** From 961 thru 1039 Highland

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTIONS:

Motion to adopt Traffic Safety Ordinance No. 2221 amending Chapter 156 - "Vehicles and Traffic," Article II - "Traffic Regulations," Section 14 - "Stop Intersections" to add the following restrictions: Stop sign on Elk Street, Southbound, at the intersection of Geneva Street; Stop sign on Washington Lane, Northbound and Southbound, at the intersection of Fairacres Road; and Section 25 - "Parking Prohibited During Certain Hours" to add the following restrictions: No Parking M-F 7:30 a.m. - 4:30 p.m. on Highland Avenue, East Side, from 961 thru 1039 Highland Avenue.

TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING
CHAPTER 156 – "VEHICLES AND TRAFFIC,"
ARTICLE II – "TRAFFIC REGULATIONS,"
SECTION 14 – "STOP INTERSECTIONS";
ARTICLE III – PARKING REGULATIONS";
SECTION 26 – "PARKING PROHIBITED DURING CERTAIN HOURS"

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 1502.20 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56579.20, 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 1502.6 of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §56579.6, 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. §56579.24, 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,"

Article III – "Parking Regulations," Section 25 – "Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner, Parking Prohibited Except Certain Hours, No Stopping and Standing," and Section 26 – "Parking Prohibited During Certain Hours," Section 26 – "Parking Prohibited During Certain Hours," 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," to **add** the following restrictions:

Stop Sign On	Direction of Travel	At Intersection of
Elk Street	Southbound	Geneva Street
Washington Lane	North and Southbound	Fairacres Road

2. Chapter 156 – "Vehicles and Traffic," Article III, "Parking Regulations," Section 26 – "Parking Prohibited During Certain Hours" shall be amended to **add** the following restrictions:

No Parking M-F 7:30 am-4:30 pm	Side	Location
Highland Ave.	East side	From 961 Highland to 1039 Highland

3. All other ordinances, portions of ordinances, or any section of the Code inconsistent with

this Ordinance are hereby repealed.

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

ORDAINED AND ENACTED this _____ day of _____, 2024.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

_____ By: _____
Richard J. Manfredi, John L. Spiegelman, President
Township Manager & Secretary

{00822611;v2}

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-03-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Indoor Recreation Ordinance

EXECUTIVE SUMMARY:

n/a

PREVIOUS BOARD ACTIONS:

10-10-24 - Presentation at the Working Session
10-22-24 - Planning Commission

RECOMMENDED BOARD ACTIONS:

Motion to adopt Ordinance No. 2222 amending the code of the Township of Abington at Part II [General Legislation], Chapter 162 [Zoning], by amending and restating Article XXI [use regulations] to revise the definition of Indoor Recreation.

ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2222

AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF ABINGTON AT PART II [GENERAL LEGISLATION], CHAPTER 162 [ZONING], BY AMENDING AND RESTATING ARTICLE XXI [USE REGULATIONS] TO REVISE THE DEFINITION OF INDOOR RECREATION

CERTIFICATION

I, RICHARD J. MANFREDI, BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT I AM THE TOWNSHIP MANAGER IN ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA AND THAT ATTACHED HERETO IS A TRUE AND COMPLETE CORRECT COPY OF ORDINANCE NO. 2222.

_____

Richard J. Manfredi, Township Manager

_____, 2024

ENACTED: _____

ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF ABINGTON AT PART II [GENERAL LEGISLATION], CHAPTER 162 [ZONING], BY AMENDING AND RESTATING ARTICLE XXI [USE REGULATIONS] TO REVISE THE DEFINITION OF INDOOR RECREATION

WHEREAS, The Board of Commissioners of Abington Township is duly empowered by the First Class Township Code, 53 P.S. § 55101, *et seq.*, to enact certain regulations relating to the public health, safety welfare of the residents of Abington Township;

WHEREAS, The Board of Commissioners of Abington Township has adopted a comprehensive zoning ordinance, known as The Revised Abington Township Zoning Ordinance, as amended, in accordance with the provisions of Article VI of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, et seq., which is intended to provide for the orderly development and redevelopment of Abington Township;

WHEREAS, the First Class Township Code and Pennsylvania Municipalities Planning Code, *supra*, authorize the Board of Commissioners to make, amend and adopt amendments to The Revised Abington Township Zoning Ordinance, as amended, that are consistent with the Constitution and laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the best interests of its residents; and

WHEREAS, the Board of Commissioners of Abington Township has determined that certain amendments to The Revised Abington Township Zoning Ordinance, as amended, are required for the orderly administration of the laws of Abington Township; and

WHEREAS, the Board of Commissioners has determined that the Code of the Township of Abington should be amended to revise the definition of indoor recreation for the maintenance of peace, good government, health and welfare of the Township and its residents.

*****

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Board of Commissioners of Abington Township that the Township's Code is amended as follows:

SECTION 1. Amendment to Chapter 162 [Zoning], Article XXI [Use Regulations], Section 2103 [Categories of Permitted Uses],

Subsection 2103.G [Entertainment/Recreation Uses] to revise the definition of Indoor Recreation.

The Code of the Township of Abington, Part II [General Legislation], Chapter 162 [Zoning], Article XXI [Use Regulations], Section 2103 [Categories of Permitted Uses], Subsection 2103.G [Entertainment/Recreation Uses] is hereby restated and amended by adding the underlined language (example), as follows:

> Use G-9A: Recreation, Indoor: An indoor facility designed to accommodate sports such as bowling, billiards, indoor soccer, ice skating, roller skating, roller blading, skateboarding, and the like or for use as an event space, banquet facility, catering hall or similar venue.
>
> 1. No audio speakers or equipment shall be installed inside or outside such as uses that cause music, voices or other sounds to emanate to the exterior of the premises.
>
> 2. The following shall be submitted with any application for a Conditional Use or Special Exception:
>
> a. Specification of uses and activities.
>
> b. Specification of hours of operation.
>
> c. Indication of method(s) to be used to abate any and all impacts on adjacent residential properties.

SECTION 2. Repeal and Ratification.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Township's Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. Severability.

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 4. Effective Date.

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

*****

ORDAINED AND ENACTED this _____ day of _____ 2024, by the Board of Commissioners of the Township of Abington.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

_____
THOMAS HECKER
President

[Seal]

Attested by:

_____
Richard J. Manfredi
Township Manager & Secretary

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

JAMILA H. WINDER, CHAIR
NEIL K. MAKHIJA, VICE CHAIR
THOMAS DIBELLO, COMMISSIONER

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MONTGOMERY COUNTY
PLANNING COMMISSION

MONTGOMERY COUNTY • PO BOX 311
NORRISTOWN, PA 19404-0311

610-278-3722
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

October 22, 2024

SUBJECT: Preliminary Review Comments: Proposed Zoning Amendment--Indoor Recreation Use

TO: Rich Manfredi, Manager
Ashley McIlvaine, Assistant Manager
Terry Castorina, Executive Assistant
Abington Township

FROM: Mike Narcowich, AICP, Community Planning Assistant Manager II
Montgomery County Planning Commission

The township is in the process of submitting a proposed zoning text ordinance to MCPC for official review. This proposal would amend the use regulation on p.189 (Article XXI: Use Regulations) of the zoning ordinance for Use G-9A: Recreation, Indoor, as follows (proposed new text is underlined):

> *An indoor facility designed to accommodate sports such as bowling, billiards, indoor soccer, ice skating, roller skating, roller blading, skateboarding, and the like or for use as an event space, banquet facility, catering hall or similar venue.*

Indoor recreation uses are allowed in BC Business Center, MS Main Street, and SI Suburban Industrial Districts.

For now, I offer the following informal comments:

1. I support the concept of specifically listing event space, a banquet facility, and catering hall as an allowed principal use and clarifying which use regulations would apply. Until now, it has been addressed as an unlisted accessory use allowed when customarily incidental to an allowed principal use, at the determination of the zoning officer (p.347).
2. Allowing the use as part of the Indoor Recreation use may be an interim step to take; when the zoning text is updated more thoroughly, I suggest creating a new principal use for event space, banquet facility, and catering hall that is separate from the Indoor Recreation use.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-04-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Recycling Ordinance Amendments

EXECUTIVE SUMMARY:

This ordinance is to amend the original Newspaper Recycling code requiring newspapers be separated and packaged alone for recycling.

PREVIOUS BOARD ACTIONS:

November 14, 2024: Board of Commissioners Working Session

RECOMMENDED BOARD ACTIONS:

Motion to authorize advertisement of an Ordinance amending the Code of the Township of Abington to Repeal Chapter 127 - "Recycling".

TOWNSHIP OF ABINGTON MONTGOMERY COUNTY, PENNSYLVANIA
ORDINANCE NO. 2024-____

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF ABINGTON TO REPEAL CHAPTER 127 – "RECYCLING"

WHEREAS, the Township of Abington is a duly organized Township of the first class, existing and operating in accordance with the laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to Section 56502 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 Code of the Township of Abington ("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, the Board of Commissioners has determined that the Code should be amended to repeal Chapter 127 - "Recycling" in the best interests of the maintenance of peace, good government, health and welfare of the Township and its residents.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED THAT:

Section 1. Chapter 127 – "Recycling" of the Code of the Township of Abington is hereby repealed in its entirety.

Section 2. Severability. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

Section 3. Repealer. All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

Section 4. Effective Date. This Ordinance shall become effective five (5) days after its enactment.

ORDAINED and **ENACTED** this _____ day of _____, 2024.

ATTEST:

BOARD OF COMMISSIONERS
TOWNSHIP OF ABINGTON

BY: _____
Richard J. Manfredi,
Township Manager & Secretary

BY: _____
Thomas Hecker,
President

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-05-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Recycling Ordinance Amending Chapter 92

EXECUTIVE SUMMARY:

This ordinance will amend Chapter 92 by adding definitions to clarify all of the different plastics the Township now accepts for recycling and enforces the regulations for large “community activities” that may take place in the township. This modification is a requirement by PADEP to ensure the Township is eligible to receive the highest recycling grant amounts.

PREVIOUS BOARD ACTIONS:

November 14, 2024: Board of Commissioners Working Session

RECOMMENDED BOARD ACTIONS:

Motion to authorize advertisement of an Ordinance amending Chapter 92- "Garbage, Storage and Refuse," Article VII- "Separation, Storage, and Collection of Recyclable Materials," at Section 92-40 - "Definitions," Section 92-41 - "Residential Separation and Preparation Requirements," Section 92-42 -

"Collection from Residence," and Section 92-44 - "Multifamily, Commercial, Retail and Institutional Requirements".

TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 92 - "GARBAGE, STORAGE AND REFUSE," ARTICLE VII - "SEPARATION, STORAGE AND COLLECTION OF RECYCLABLE MATERIALS," AT SECTION 92-40 - "DEFINITIONS," SECTION 92-41 - "RESIDENTIAL SEPARATION AND PREPARATION REQUIREMENTS," SECTION 92-42 - "COLLECTION FROM RESIDENCE," AND SECTION 92-44 - "MULTIFAMILY, COMMERCIAL, RETAIL AND INSTITUTIONAL REQUIREMENTS"

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 56502 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, the Board of Commissioners of the Township of Abington recognizes that the conservation of recyclable materials has become an important public concern because of the growing problem of solid waste disposal and its impact on our environment; and

WHEREAS, the Board of Commissioners of the Township of Abington has determined that the adoption and implementation of a recycling program will help to conserve natural resources and preserve the environment as well as reduce the amount of solid waste requiring disposal; and

WHEREAS, the Board of Commissioners of the Township of Abington has determined that the Code should amend Chapter 92 – "Garbage, Storage and Refuse," Article VII - "Separation, Storage and Collection of Recyclable Materials," at Section 92-40 – "Definitions," Section 92-41 - "Residential separation and preparation requirements," Section 92-42 - "Collection from residence," and Section 92-44 - "Multifamily, commercial, retail and institutional requirements" 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:

Section 1. Chapter 92 – "Garbage, Storage and Refuse," Article VII - "Separation, Storage and Collection of Recyclable Materials," Section 92-40 - "Definitions" is hereby amended to add the following definition:

COMMUNITY ACTIVITIES Events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

Section 2. The definitions of "Plastic Containers" and "Recyclable Materials" located in Chapter 92, Article VII, Section 92-40 - "Definitions" are repealed in their entirety and replaced as follows:

PLASTIC CONTAINERS No. 1 thru No. 7 type plastics. 1 – Polyethylene Terephthalate (PET), 2 – High Density Polyethylene (HDPE), 3 – Polyvinyl Chloride (PVC), 4 – Low Density Polyethylene (LDPE), 5 – Polypropylene (PP), 6 – Polystyrene (PS), 7 - Polycarbonates (PC) - Other

RECYCLABLE MATERIALS Glass, aluminum, tin and bimetal cans, paper/junk mail, No. 1 thru No. 7 plastics, leaf waste, yard waster, and other materials that may be designated by the Township.

Section 3. Chapter 92, Article VII, Section 92-41 - "Residential separation and preparation requirements," Subsections D and G are hereby amended as follows, with the underlined text indicating the added portions of the Code and the stricken text indicating the deleted portions of the Code:

D. Plastics, No. 1 ~~and No. 2~~ thru No. 7 — Plastics shall be clean, free of food waste and placed in a designated recycling container issued by the Township.

G. Yard ~~waste~~ Waste. Yard waste shall be put in ~~brown~~ approved biodegradable bags ~~approved by the Township~~ or cans or tied ~~and bundled~~ in bundles. Bundles ~~Maximum lengths~~ not to exceed ~~four~~ 4 feet in length and 50 lbs. and not contain materials thicker than ~~maximum three~~ 3 inches ~~in~~ diameter.

Section 4. Chapter 92, Article VII, Section 92-42 "Collection from residence," Subsections A, C, and D are hereby amended as follows, with the underlined text indicating the added portions of the Code and the stricken text indicating the deleted portions of the Code:

A. ~~Aluminum and/or tin and/or bimetal cans, clear and/or colored glass, plastics No. 1 and/or No. 2~~ All approved metal, glass and plastic recyclables shall be placed in recycling containers issued by the Township and placed ~~at the~~ curbside or street side ~~of the residence~~ or at the residence's authorized ~~municipal waste~~ collection point.

C. Leaf ~~waste~~ Waste. ~~Leaf waste shall~~ Leaves may be placed in ~~the brown~~ approved biodegradable ~~yard~~ bags for collection on regular refuse collection days or ~~designated by the Township and~~ placed curbside or street side for bulk collection on specially designated weeks. ~~behind the curb and, where no curbs exist, at the edge of the street. The brown biodegradable bags will be sold by or for the~~

~~Township at designated places. The cost of the bags will be set by resolution of the Board of Commissioners.~~ Leaves for bulk collection should be placed curbside by the Sunday preceding the collection week. Leaves must be kept out of the roadway and not impede traffic or stormwater.

D. Yard waste, tree and bush clippings. Yard waste ~~, tree and bush clippings~~ shall be in approved ~~in brown~~ biodegradable ~~yard~~ bags or cans or tied in bundles. Bundles not to exceed 4 feet in length and 50 lbs. and not contain materials thicker than 3 inches diameter. Yard waste should be put curbside or authorized location on regular refuse collection day. ~~designated by the Township or tied and bundled and placed at the curbside or streetside of the residence or residence's authorized municipal waste collection point.~~

Section 5. The section title of Chapter 92, Article VII, Section 92-44 - "Multifamily, commercial, retail and institutional requirements" is hereby amended to read as follows:

"Multifamily, commercial, retail, institutional and Community Activities requirements"

Section 6. Chapter 92, Article VII, Section 92-44 - "Multifamily, commercial, retail and institutional requirements," Subsection (B)(3)(a)[2] is hereby amended as follows, with the underlined text indicating the added portions of the Code and the stricken text indicating the deleted portions of the Code:

[2] Aluminum or bimetal cans, clear and colored glass, plastics Nos. 1 ~~and 2~~ thru No. 7, paper and junk mail.

Section 7. Chapter 92, Article VII, Section 92-44 - "Multifamily, commercial, retail and institutional requirements," Subsection (B)(3)(b) is hereby amended to read as follows:

(b) Commercial, retail~~,~~ and institutional ~~and community event~~ recycling. Commercial, retail~~,~~ and institutional establishments ~~and community events~~ shall be required to separate from municipal waste and provide for collection of the following items:

[1] Aluminum cans.
[2] Bimetal cans.
[3] Clear and colored glass.
[4] Paper/junk mail.
[5] Corrugated paper.
[6] Plastics Nos. 1 ~~and 2~~ thru 7.
[7] Leaf waste.

Section 8. Severability. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any court of

competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Ordinance.

Section 9. Repealer. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance are hereby repealed.

Section 10. Effective Date. This Ordinance shall become effective five (5) days after enactment.

ORDAINED AND ENACTED this _____ day of _____, 2024.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

_____ By: _____

Richard J. Manfredi, Thomas Hecker, President
Township Manager & Secretary

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-06-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000 Yes ☐ No ☐
Parks and Recreation *DEPARTMENT*		PUBLIC BID REQUIRED Cost > $20,100 Yes ☐ No ☐

AGENDA ITEM:

Heating Oil services

EXECUTIVE SUMMARY:

The Montgomery County Consortium has awarded Wilson of Wallingford the 2024 Heating Oil Contract. All documents have been reviewed and are in order. The contract was awarded at the Upper Gwynedd Township Board of Commissioners meeting on July 15, 2024.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to approve, as advertised and approved by the Montgomery County Consortium, Wilson of Wallingford as the Township's heating oil provider at the cost of $3.995 per gallon and authorize the Township Manager to execute the contract.

CONTRACT

THIS CONTRACT is dated as of the _____day of _____ in the year 2024 by and between Abington Township (hereinafter called OWNER) and

Wilson of Wallingford (hereinafter called CONTRACTOR.)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. GOODS.

CONTRACTOR agrees to sell and OWNER agrees to purchase quantities and to honor prices as designated below:

Average Posted Price in the US EIA Average
No. 2 Fuel Oil
Publication Date: May 13, 2024: $ 3.575
Plus delivery, and so forth of: +$ 0.42
=$ 3.995
(per gallon)

4,200 gals. X Unit Bid Price $3.995 = $ 16,779.00
(Total Bid Amount)

in accordance with the Contract Documents as defined herein. Deliveries of goods are to be made at a location specified by OWNER; otherwise all deliveries shall be F.O.B. designated location.

CONTRACTOR agrees to sell and OWNER agrees to purchase during the Contract Term the goods hereinafter set forth in such quantities as may be required by OWNER for any purpose as may be herein set forth, and as set forth in the Contract Documents, as may be amended. OWNER is not obligated to purchase any specified amount of such Goods; however, it is estimated that the following quantities will be required at the prices designated:

See Exhibit C in bid documents

OWNER reserves the right to purchase upon the terms set forth herein any additional quantities which it may require during the Contract Term.

CONTRACTOR shall and will proceed to deliver the Goods as specified in the notice to proceed and to complete the Contract in a timely manner in good workmanlike manner in all respects in accordance with the provisions of this Contract and to the satisfaction of OWNER.

Article 2. CONTRACT TERM.

The Contract Term shall be as specified in Paragraph 1.B.3, General Instructions, of the Notice to Bidders.

Article 3. CONTRACT PRICE/PAYMENT PROCEDURES.

OWNER shall pay CONTRACTOR in accordance with Paragraph 1.E of the Notice to Bidders.

Article 4. PERFORMANCE BOND.

CONTRACTOR shall furnish a performance bond, in an amount at least equal to the Total Bid, as security for the faithful performance and payment of all of CONTRACTOR'S obligations under the Contract Documents. The performance bond shall remain in effect for the Term of the Contract, or until completion of the Work to the satisfaction of the OWNER. The performance bond shall be in a form as provided in the Contract Documents, except as provided otherwise by applicable laws or regulations, and shall be executed by such surety that is duly licensed or authorized in the Commonwealth of Pennsylvania and as is named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the bond.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Notice to Bidders.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

5.3 CONTRACTOR is aware of the general nature of Work to be performed.

5.4. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Notice to Bidders and the written resolution thereof by OWNR is acceptable to CONTRACTOR, and the Notice to Bidders, including any Addenda thereto, are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

6.1 This Agreement.

6.2 Bid Form.

6.3 Performance Bond and Insurance Certificate(s).

6.4 Notice to Bidders.

6.5 Non-Collusion Affidavit

Article 7. MISCELLANEOUS.

7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.

7.4 This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Signatures required on the following page

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed three copies of this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR.

OWNER
TOWNSHIP OF ABINGTON

By: _____ Date: _____

ATTEST: _____

Address for giving notices: 1176 Old York Road, Abington, PA 19001

CONTRACTOR X _____ Date: 12/2/24

By: DAVID O'CONNELL

Attest _____
DAVID PALIDORE

Address for giving notices:

221 REGENS LANE, WALLINGFORD PA 19086

{01621349;v1}

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-07-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Fire		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Selection of CPA firm to perform annual financial audits and prepare appropriate federal tax forms for the five (5) ATFD Fire Companies for FY2024, FY2025 and FY2026 pursuant to the RFP Process.

EXECUTIVE SUMMARY:

The five (5) volunteer fire companies of the ATFD are audited annually by an independent auditor to ensure that they are acting in a fiscally responsible manner with the tax dollars entrusted to them for their operations. This past year was the last year for the existing agreement and therefore a new Request for Proposal (RFP) was prepared to select a firm to complete the audits and corresponding IRS Form 990 for the companies for the next three (3) years cycle, to include FY2024, FY2025, and FY2026.

The RFP was prepared , reviewed by the Township Solicitor's Office and advertised as required and posted to the Township Website. The timeline that was set forth in the RFP was as follows:

October 10, 2024: RFP issued and Advertised
November 15, 2024: Submission Deadline (3:00 pm)
November 15-November 21, 2024: Review & Evaluation of Submissions
December 12, 2024: Consideration of recommendation by the Board of Commissioners

At the close of the Submission Deadline on November 15, 2024, three (3) firms had submitted a proposal. All of the proposals met the requirements of the RFP and were submitted by firms that met the qualifications of the RFP. After review of the three (3) proposals, it is recommended that the Board of Commissioners select Keiser Giordano CPAs, PC.

Keiser Giordano's proposed total cost to complete the annual audits of the five (5) fire companies and the corresponding IRS 990 was as follows:

FY2024: $39,500
FY2025: $39,500
FY2026: $39,500

Keiser Giordano is a highly qualified public accounting firm that has experience with conducting audits of non-profits in general and volunteer fire companies in particular, and therefore are well acquainted with the operations of volunteer fire companies.

PREVIOUS BOARD ACTIONS:

On January 13, 2022, the Board of Commissioners appointed Mallie, LLP pursuant to an RFP for the three year cycle of FY2021, FY2022, and FY2023 to perform financial audits and prepare the corresponding tax returns for the five (5) ATFD volunteer fire companies.

RECOMMENDED BOARD ACTIONS:

Motion to appoint Keiser Giordano CPAs, PC as the accounting firm to perform Financial Audits of the five (5) ATFD Fire Companies and prepare the corresponding Financial Statements and Tax Returns for FY2024, FY2025 and FY2026.

Keiser Giordano
CPAs, P.C.

The Township of Abington
Volunteer ATFD Fire Companies

141 Friends Lane • Suite 100 • Newtown, PA 18940

Phone: 215-785-2600 • Fax: 215-785-3060 • Email: supportstaff@kg-cpas.com

Keiser Giordano CPAs, P.C.

CONTENTS

Firm Profile	Background on Keiser Giordano CPAs, P.C.
	Peer Review Report
	Not-for-Profit Qualifications
	Representative Audit Clientele
Scope of Services	Audit
	Tax Compliance
Audit Approach	Understanding the Client's Business
	Planning and Interim Work
	Fieldwork
Fee for Services	Fee Proposal
Key Personnel	Biographies
References	Contact Information
Contact	James D. Keiser

Keiser Giordano CPAs, P.C.

FIRM PROFILE

BACKGROUND ON KEISER GIORDANO CPAs, P.C.

Located in Newtown, PA, Keiser Giordano CPAs, P.C. is a full-service certified public accounting and consulting firm committed to providing affordable services to small businesses.

Keiser Giordano CPAs, P.C. has earned a reputation for quality services and a flexible, professional attitude with regard to accounting, tax and related financial services. Our goal is to continue to expand our reputation well into the future. We have succeeded in doing this by upholding our objectives and commitments to our clients, which include:

- Meeting our clients' needs for service;
- Remaining extraordinarily responsive to our clients' inquiries;
- Offering choices to meet the budgets for such services;
- Being dependable and of high quality;
- Attempting to anticipate opportunities and keep you informed of law and other changes affecting you;
- Being honest; and
- Making doing business with us a pleasure!

The firm provides traditional accounting, auditing, tax planning and consulting services. As a participant in the American Institute of CPA's Peer Review Program, Keiser Giordano CPAs, P.C. has met its standards of quality control since the program's inception. This ongoing commitment to quality forms the foundation of a practice dedicated to cultivating client relationships and providing services that meet the demands of today's businesses.

Keiser Giordano CPAs, P.C. is a client-oriented team of talented professionals who constantly challenge themselves. Our highest priority is being kept informed and educated in matters affecting our clients and meeting or exceeding their expectations.

PICPA
Pennsylvania Institute of CPAs

September 24, 2024

James Keiser
Keiser Giordano CPA's, P.C.
141 Friends Ln Ste 100
Newtown, PA 18940-1823

Dear James Keiser:

It is my pleasure to notify you that on September 24, 2024, the Pennsylvania Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is June 30, 2027. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

PICPA Peer Review Committee

PICPA Peer Review Committee

peerreview@picpa.org
(267) 675-6250

cc: Anthony Galani

Firm Number: 900010152593 Review Number: 607061

NOT-FOR-PROFIT QUALIFICATIONS

Keiser Giordano CPAs, P.C. has extensive experience in serving not-for-profit organizations and understands their unique reporting requirements. We possess the technical expertise necessary to meet the objectives of board members and their constituents. We are accustomed to working with Executive Directors and presenting to the Board of Directors, offering guidance and delivering solutions to complex and sophisticated challenges. Additionally, as an Independent Certified Public Accountant working for the Board, we will a) add credibility to the financial statements; b) assist in developing meaningful financial statements; c) disclose whether or not effective internal controls and administrative efficiencies are present and advise on improvements thereto.

In regard to not-for-profit organizations, Keiser Giordano CPAs, P.C. has provided financial, audit and assurance services to over 50 groups.

REPRESENTATIVE CLIENTELE:

AUDIT CLIENTELE

Levittown-Fairless Hills Rescue Squad, Inc.

BalletX

Bucks County Community College Foundation

The Wow Center

Keiser Giordano CPAs, P.C.

SCOPE OF SERVICES

AUDIT

Keiser Giordano CPAs, P.C.'s understanding of the services to be performed is to conduct an audit of the financial statements of Five Abington Volunteer ATFD Fire Companies as of and for the fiscal year-ending December 31, 2024, in accordance with Generally Accepted Auditing Standards.

The audit will include tests of documentary evidence supporting the transactions recorded in the accounts and may include confirmation of certain assets and liabilities by correspondence with selected funding sources, creditors and financial institutions. Keiser Giordano CPAs, P.C. will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Five Abington Volunteer ATFD Fire Companies or to acts by management or employees acting on behalf of Five Abington Volunteer ATFD Fire Companies.

The objective of the audit of the financial statements of Five Abington Volunteer ATFD Fire Companies will be the expression of opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and whether the accompanying schedules are fairly stated in relation to the financial statements taken as a whole.

A management letter, if applicable, will be issued to Five Abington Volunteer ATFD Fire Companies upon completion of the audit. The letter will include a statement of audit findings and recommendations affecting the financial statements, internal controls, accounting systems and any other material matters.

Because Keiser Giordano CPAs, P.C. will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by the firm. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the financial statements. Keiser Giordano CPAs, P.C. will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to the firm's attention, unless clearly inconsequential.

As part of our audit, we will prepare letters which identify significant deficiencies and material weakness when warranted. Significant deficiencies are deficiencies or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement will not be prevented, or detected and corrected, on a timely basis. The letters could also include any advisory comments where we believe your organization could increase its efficiency.

TAX COMPLIANCE

Keiser Giordano CPAs, P.C. will prepare the required Tax Forms as well as the required State Forms for Five Abington Volunteer ATFD Fire Companies for the fiscal year-ended December 31, 2024.

Keiser Giordano CPAs, P.C.

AUDIT APPROACH

UNDERSTANDING THE CLIENT'S BUSINESS

Keiser Giordano CPAs, P.C., believes that it is extremely important to learn and understand all facets of your operations. This insight enables us to efficiently and effectively provide our services and most importantly, provides us with a foundation for more insightful recommendations.

PLANNING AND INTERIM WORK

This stage of the audit is the key to conducting an efficient audit. During this stage, Keiser Giordano CPAs, P.C.'s team will:

- Develop an audit strategy.
- Obtain an understanding of the organization's business.
- Assess the risk of material misstatement, both at the financial statement level and the assertion at the account level.
- Consider fraud factors.
- Gather information about internal control. This identification with and description of the internal control will be by:
    - Use of our internal control questionnaire.
    - Observation, inquiry and walk-through procedures in the significant transaction cycles.
    - Testing the controls to the extent of planned reliance.
- Identify significant audit areas, document risks of material misstatement in all areas of Five Abington Volunteer ATFD Fire Companies including fraud and other significant risks and establish our audit procedures to respond to those risks.
- Review minutes and resolutions of Board and Committee meetings.
- Apply preliminary analytical review procedures.
- Perform testing.

Based on the results of the planning phase, we will then develop and tailor the specific audit procedures to be utilized during our audit.

FIELDWORK

The fieldwork is the crux of an audit. This is where most time is spent during the audit. During this stage our audit team will:

- Complete our substantive tests of selected transactions and account balances.
- Reconcile and agree various sub ledgers to the general ledger balances such as the accounts receivable and payable.
- Agree all confirmations received to the related account balance and perform alternate procedures on confirmations not received.
- Perform final analytical review procedures to determine if there has been any change from preliminary review.
- Review financial statements and footnote disclosure to determine if they are in accordance with generally accepted accounting principles in the United States of America and agree with the books and records of Five Abington Volunteer ATFD Fire Companies
- Prepare our reports on Five Abington Volunteer ATFD Fire Companies financial statements.
- Review reports, including significant deficiency/material weakness letters or management letters with management.

We will review the financial statements and any letters with management and the Audit Committee prior to their issuance.

Keiser Giordano CPAs, P.C.

FEE FOR SERVICES

FEE PROPOSAL

Our fees for the requested services listed under "Scope of Services" are:

Audit	**$ 37,500**
Preparation of forms 990, 1096 & 1099	**$ 6,250**
	$ 43,750
Courtesy Discount	**$ 4,250**
Total Cost	**$ 39,500**

This fee will remain in place for three years.

Five Abington Volunteer ATFD Fire Companies will be billed at cost for out-of-pocket expenses such as report production, word processing, postage and travel associated with the engagement.

This fee is based on the anticipated cooperation from representatives of Five Abington Volunteer ATFD Fire Companies and assumes that unexpected circumstances will not be encountered during the engagement. Should additional hours be required to perform the engagement, Keiser Giordano CPAs, P.C. would discuss the matter with representatives of Five Abington Volunteer ATFD Fire Companies and determine an agreed-upon change in fee before providing additional services. A revised Engagement Letter would be issued outlining the arrangement.

We typically do not charge for calls during the year unless they require substantial research or time.

TIMING

We anticipate the planning phase of the audit to commence in January 2025 with the fieldwork being performed in Spring/Early Summer of 2025.

Keiser Giordano
CPAs, P.C.

KEY PERSONNEL

Keiser Giordano CPAs, P.C.

James D. Keiser III, CPA, MST

Shareholder

jkeiser@kg-cpas.com

With more than 25 years of public accounting experience, Jim has gained valuable insight on how to run a business efficiently. Not only can he handle your individual audits, reviews and compilations, but can also serve as your advisor on tax and financial issues.

Jim strives to build a strong relationship with each client. This enables him to better evaluate the needs of your business and provide value-added services to help you meet your financial objectives. Jim believes that a client needs to understand their financial information as a basis for making sound management decisions to help their business prosper.

Equipped with experience and knowledge, Jim's main objective is to provide quality work while establishing and maintaining a close working relationship with you to become your closest financial advisor. The more Jim knows about you and your company's philosophy, the more he can provide recommendations to help you meet the goals you have set for your company's financial future.

James holds a Master's of Science Degree in Taxation as well as a Bachelor of Science Degree in Accounting from Philadelphia University. James and his family reside in Jamison, Bucks County, Pennsylvania.

Keiser Giordano CPAs, P.C.

Nicole M. Giordano, CPA, MST

Shareholder

ngiordano@kg-cpas.com

Nicole is a Certified Public Accountant with more than 13 years of experience serving clients from diverse industries and demographics. Nicole concentrates her work around business and tax planning and provides all her clients – small to mid-sized businesses, individuals, and non-profits – with personalized service.

Prior to working at Keiser Giordano CPAs P.C., Nicole was the CFO at Streamline Payroll, LLC and Tax Manager at BDO USA, LLP in their tax department where she was responsible for reviewing Federal, Multi-State and International Taxes for individuals, corporations, and pass-through entities.

Nicole holds a Masters in Taxation from Villanova University and a Bachelor of Business Administration in Accounting from Temple University. Nicole is a member of the PICPA and AICPA. She is married with two children and resides in Maple Glen, Pennsylvania.

REFERENCES

REFERENCES

Robert Van Scyoc **717-532-2345**
Vigilant Hose Company # 1
Treasurer
129 E King Street
Shippensburg, PA 17257

Lee Ruth **610-363-7663**
Lionville Fire Company
15 S. Village Avenue
Lionville, PA 19353

Gina Puoci **610-444-4810**
Kennett Fire Company No 1
301 Dalmatian Street
Kennett Square, PA 19348

CONTACT

Keiser Giordano CPAs, P.C.

James D. Keiser, III, CPA
M.S. in Taxation

141 Friends Lane
Suite 100
Newtown, PA 18940

Office: (215) 785-2600
Fax: (215) 785-3060
jkeiser@kg-cpas.com

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-08-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Fire		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Selection of vendor to provide NFPA 1582 compliant firefighter physicals and stress tests for the members of the Abington Township Fire Department.

EXECUTIVE SUMMARY:

Abington Township has provided annual physicals for members of the all-volunteer Abington Township Fire Department since 2013. The purpose of these physicals is towfold. First, to ensure that the township has a firefighting force that is fit for duty under the extremely hazardous conditions that firefighters face over the course of their career. The other reason is to reduce future (and potentially costly) line of duty injury and illness. The two most common causes of line of duty injurise and deaths for firefighters are heart attack and cancer. These annual physicals mitigate these risks for our volunteers by establishing baselines for future comparisons in order to identify potential medical issues eraly so that they may be addressed by the member and their family physician.

The physicals provided to the members of the ATFD meet the National Fire Protection Association (NFPA) 1582 guidelines, and include stress testing and enhanced cancer screenings. An average of 145-160 ATFD firefighters participate in this program every year, and there have been several instances over the course of this program where a serious medical issue was identified early for a member so that they could further consult with their own family doctor.

The Request for Proposal (RFP) was prepared by Township staff, reviewed by the Township Solicitor's office and was advertised and posted to the Township website. The timeline that was set forth for the RFP was as follows:

October 10, 2024: RFP issued and Advertised
November 15, 2024: Submission Deadline (3:00 pm)
November 15-November 21, 2024: Review & Evaluation of Submissions
December 12, 2024: Consideration and recommendation by the Board of Commissioners

Proposals were received from three (3) qualified vendors. Professional Health Services (PHS) provided the overall lowest annual cost for the three year period at $92,480 for FY2025; $97,104 for FY2026 and $101,959 for FY2027. This equates to an average cost of $578 per member for FY2025 (based on 160 members taking a physical). The other proposals were $123,270 and $139,500 for FY2025.

It is therefore respectfully requested that the Board of Commissioners accept and approve the proposal provided by Professional Health Services, Inc in the amount of $92,480 for FY2025, $97,104 for FY2026 and $101,959 for FY2027.

PREVIOUS BOARD ACTIONS:

On February 10, 2022, the Board of Commissioners accepted a three (3) year proposal from PHS to provide NFPA 1582 Physicals for the members of the ATFD for FY2022, FY2023 and FY2024 pursuant to a Request for Proposal that was issued on December 1, 2021.

RECOMMENDED BOARD ACTIONS:

Motion to appoint Professional Health Services, Inc. (PHS) as the vendor to provide annual NFPA 1582 compliant physicals and stress testing for the members of the Abington Township Fire Department for FY2025, FY2026 and FY2027.

Professional Health Services, Inc. ▪ 600 Reed Road Suite 103 ▪ Broomall, PA 19008 ▪ (610) 853-1330

Prepared for:
Thomas A. McAneney
Director of Fire & Emergency Management Services

Abington Township
1176 Old York Road
Abington, PA 19001

RFP: NFPA 1582 Compliant Firefighter Physicals

Date of Proposal: November 14, 2024

Prepared by:
Karen A Kleinman
Professional Health Services, Inc.
600 Reed Road, Suite 103
Broomall, PA 19008
610-304-6962
kakleinman@phsmobile.com

www.phsmobile.com

Professional Health Services, Inc. ▪ 600 Reed Road Suite 103 ▪ Broomall, PA 19008 ▪ (610) 853-1330

Professional Health Services, Inc.
NFPA 1582 Compliant Firefighter Physicals

TABLE OF CONTENTS

Contact Information . . . . . Page 1

Personnel Qualifications . . . . . Page 2

Capability . . . . . Page 2

Case Management . . . . . Page 3

Client List . . . . . Page 4

PHS Core Competency . . . . . Page 5

Professional Health Services, Inc. ▪ 600 Reed Road Suite 103 ▪ Broomall, PA 19008 ▪ (610) 853-133

November 14, 2024

Thomas McAneney
Director of Fire & Emergency Management Services
Abington Township
1176 Old York Road
Abington, PA 19001

Dear Thomas,

On behalf of Professional Health Services, Inc. (PHS), I am pleased to submit this information and cost proposal for RFP: NFPA 1582 Compliant Firefighter Physicals for the members of the Abington Township Fire Department.

Owner: Michael Kleinman, President & CEO, Professional Health Services, Inc.
600 Reed Road, Suite 103, Broomall, PA 19008
mkleinman@phsmobile.com; 610-853-1330, x-111; mobile: 610-304-6959

Primary Contact: Karen Kleinman, Vice President
kakleinman@phsmobile.com; 610-304-6962

Professional Health Services, Inc. was established in 1960.

We are presenting a cost proposal that includes our fixed daily labor equipment fees and exam element charges that reflect the unit cost and total cost of the onsite program. It allows for a great deal of flexibility with the programs and enables you to clearly understand how our pricing is developed. Please contact me should you have any questions or require additional information.

Respectfully submitted,

Karen A Kleinman, Vice President
Professional Health Services, Inc.
Mobile: 610-304-6962
kakleinman@phsmobile.com
www.phsmobile.com

Personnel Qualifications

a. The primary team lead will be Karen Kleinman, Vice President of PHS.

b. Karen has been with PHS since 1989 and manages our Operations as well as our Key Accounts. She is well versed in all aspects of your program and managing the nuances of different client requirements, including our Fire Services clients. She brings a thorough knowledge of our internal procedures and manages the other employees who will be involved in your program.

c. Karen will be assisted by Jym Pratt, one of our Senior Project Managers with almost fifteen years of experience. These two individuals will manage the internal documentation and processes necessary to fulfill your contract. Together the team will communicate with the field and with your designated personnel to detail the specifics key to your program's success.

Our Nurse Practitioners and Physicians are well versed in NFPA 1582 and have been providing similar services to local fire departments for many years, including yours.

d. PHS has been providing firefighter physicals for many years, even prior to NFPA 1582's inception. It has always been a natural fit for our organization since our primary services are mobile and onsite Occupational Health Testing Programs. As NFPA became widely accepted, we expanded our services in this market and added in Stress Tests, Fitness Assessments, and Ultrasounds.

We have serviced clients as small as fifteen members, and as large as the City of Memphis (1,700 members). We have included a sample client list and references later in this proposal, as you requested.

e. There are no conflicts that will arise should we be afforded the opportunity to continue to work with you.

f. None of our employees, including our senior staff, have been or are currently the subject of any Federal or State investigation by any law enforcement.

g. There is no pending litigation involving our organization or employees.

h. Our Commercial and General Liabilities are $4,000,000. Our Nurse Practitioners' Malpractice Insurance is covered by our Locum Tenems agencies and goes up to $3,000,000.

Capability:

a. In general Professional Health Services, Inc. schedules clients at least six to eight weeks in advance. However, when situations warrant a faster commitment, we do our best to review all existing schedules and identify opportunities where contracts might be moved around to open up space for a critical need.

When faced with last minute events, we reorganize and reprioritize internally to ensure all necessary activities are managed in a timely manner. This includes reassigning accounts and detailing the steps necessary to ensure we are ready to go and can effectively meet the project requirements.

We fully recognize that there are unforeseen circumstances that require immediate attention and our goal is to responsive to our clients' needs. One of PHS's successes throughout our existence is due to our ability to be flexible. It's wonderful when everything moves along without a hitch, but it's critical to be responsive when curve balls come into the picture. Professional Health Services truly excels in these situations.

b. Our goal is to be as communicative as possible with the Township throughout the program setup, implementation, and then follow up post-testing. The Team Lead is available via mobile phone as needed, and the Project Managers will be accessible by mobile phone as well. As far as we are concerned, you should never have a call that isn't returned within a few hours. We believe that building a relationship is important and it can be the little things that make all the difference in reaching a successful outcome.

Case Management
PHS Scheduling Process Outline

Pre-Test

- PHS gathers required information (see below)
- PHS VP sends introductory letter including Infection Control Procedures & information required
- PHS Project Manager (PM) is assigned
- PMs reach out directly to designated Township contact(s)
    - Review program details
    - Create / review schedule times
    - Provide schedule sheets if requested
    - Discuss Infection Control
    - Answer questions
    - Bring PHS VP into loop as needed

During Testing

- PHS checks in with site to ensure satisfaction
- Trouble shoot if needed, *on an ongoing basis!*

Post Testing

- Reporting takes place
- Remaining questions are answered
- Ongoing client interaction to ensure project closure
- Review for next year; lessons learned

Required Information:

- Physical address of testing site
- Name of Site Contact and backup
- Office & Cell Phone #s, email addresses
- Employee List, by department, with name, date of birth, gender, and employee ID

Professional Health Services, Inc. Sample Fire Department Client List			
Company	**Address**	**City**	**State**
Abington Township Fire Department	1176 Old York Road	Abington	PA
Astoria Fire Department	555 30th Street	Astoria	OR
Bryn Mawr Fire Company	901 Lancaster Avenue	Bryn Mawr	PA
Burlington Volunteer Fire Department	719 George Washington Turnpike	Burlington	CT
City of Clovis Fire Department	320 Mitchell Street	Clovis	NM
El Campo Volunteer Fire Department	1011 W. Loop Street	El Campo	TX
Franktown Fire Protection District	1959 North State Highway 83	Franktown	CO
Gladwyne Fire Company	1044 Black Rock Road	Gladwyne	PA
Helotes Fire Department	12951 Bandera Road	Helotes	TX
Independent Fire Company	200 West 2nd Avenue	Ranson	WV
Jefferson County Emergency Services Agency	419 16th Avenue	Ranson	WV
Massachusetts Department of Fire Services - Stow	Commonwealth of Massachusetts	Stow	MA
Newtown Fire Association	55 Municipal Drive	Newtown	PA
Snohomish Regional Fire & Rescue	163 Village Court	Monroe	WA
West Barnstable Fire Department	2160 Meetinghouse Way	West Barnstable	MA

References:	
Jefferson County Emergency Services Agency · Ranson, WV	Benjamin (Ryan) Napier - bnapier@jcesa.org - (304) 728-3287
Snohomish Regional Fire & Rescue	Brett Fetcho - brett.fetcho@srfr.org - (360) 668 - 5357
MA Department of Fire Services - Stow, MA	Timothy Gallagher - timothy.gallahger@mass.gov - (978) 567-3151

We have no current conflicts of interest with any departments we serve.

Professional Health Services, Inc. Core Competency
Professional Health Service's Core Competency is the delivery of health testing services to industry, government agencies, and municipalities throughout the United States. Our services are generally provided annually to our customers in one of our custom designed and constructed mobile health testing units. These mobile units are strategically and regionally positioned throughout the county to provide timely and cost-effective services to our customers.

We have been working within the fire services market for many years and gradually increased our market penetration as NFPA 1582 became more widely accepted. We now service the specific needs of fire departments nationwide and have included a sample client list and references for your review.

Each mobile unit is staffed with highly trained and credentialed personnel. A typical mobile unit is staffed with one to five healthcare professionals, whose individual training enables him or her to provide a wide range of screening services. As an example, a typical PHS technician will be both CAOHC and NIOSH certified to provide hearing tests and pulmonary function tests respectively. A Certified X-ray Technician, in addition to taking all x-rays, will perform cardiograms on exam participants and also be a proficient hearing and/or pulmonary function tech and have the associated CAOHC and NIOSH credentials. Likewise, our phlebotomists will have diverse training and credentials, including CAOHC and NIOSH certifications. Most of our technicians will also be trained to administer both Qualitative and Quantitative Respirator Fit Tests. This training diversity provides us with a great deal of flexibility when designing and staffing service solutions for our customers.

Many of our projects require us to operate outside our general staffing and testing models utilizing mobile equipment. In support of service requirements that exceed mobile unit capabilities and/or capacities, we will use space within a customer's facility to augment mobile unit testing. Some projects don't even lend themselves to a mobile unit solution. In those cases we have set up testing in a customer's offices - and even hotel rooms when warranted - to meet a project's requirements. In some cases we've had over a dozen technicians and medical professionals onsite to meet a client's service requirements.

In addition to describing ourselves as a health testing company, we view ourselves as an information management company. We just happen to collect most of the information we manage. As such, another PHS Core Competency is in the area of Information Management. Our staff level in this PHS department is second in size only to our medical team. In support of our health testing services and business operations, our IT Department utilizes PHS developed and managed proprietary software. This software development and ownership, along with our highly capable IT staff, enables us to quickly address changes and/or desired enhancements in any customer's reporting and information management needs.

Professional Health Services, Inc. Philosophy
Since we first pioneered portable x-ray services in 1960, Professional Health Services, Inc. has been providing mobile health testing services, on site medical testing programs, and data processing and medical records management services in industry and government. We are able to provide services throughout all forty-eight contiguous states.

In addition to performing mobile and onsite health testing programs, we work extensively in alliance with local clinics and physicians to provide pre-placement and makeup examinations.

We also collaborate with local providers to perform annual examinations when it is more cost effective for a customer. In all the above scenarios, clinical data is transferred to PHS and entered into our database. Data interpretation, report generation, and invoicing all take place at PHS, thus ensuring consistent data interpretation and reporting for our customers.

For more than sixty years, PHS has operated with a philosophy of continuous improvement. The challenge of the organization today is to keep that philosophy alive in order to remain viable and successful in today's constantly changing world. Our strength lies in our capacity to listen carefully to what our customers tell us, and our flexibility in responding to their needs and requirements. We have always viewed ourselves as partners with those organizations that use our services. In fact, our entire customer service loop is a continuous cycle, from sales, through operations, through data processing and report generation, and back through sales again.

The customer alliances we have are continuously nurtured. It is our belief that in any mutually beneficial relationship, a service supplier needs to have the best interests of the customer in the forefront at all times. We are confident that with our customer service oriented corporate culture and our history of forming alliances with our existing customers, our ability to extend this relationship in working with the Township of Abington, PA is a given. That is not to say that we do not fully recognize the time and energy that goes into developing and maintaining an appropriate, responsive relationship. However, we are prepared to provide the resources necessary to honor the commitments we make.

Competitive Advantage
What makes PHS unique is the power of our systems and the knowledge and experience of our employees. We are large enough to address the nationwide needs of the Township of Abington, PA and small enough to be able to quickly incorporate your specific company procedures into our operations. We have systems and procedures we follow to ensure consistency and data integrity, yet we do not have the bureaucracy of larger companies that sometimes stalls decisions from being made in a timely manner.

Our key management personnel have years of experience and have remained in this industry and in our company as we have integrated new services and markets into our business. We team with our clients and become their partners in managing and developing their

Account Management
During the fulfillment of your contract, many Professional Health Services' Associates would work together to ensure the success of your program. The internal staff working on your project has years of collective experience in providing similar services to other customers across the nation.

Overall, the Vice President will manage the alliance relationship between the Township of Abington, PA and PHS. It is her responsibility to ensure that your needs are understood and your requirements are being met. She will be your key link with PHS and will ensure your program specifications, including your corporate philosophies, are communicated and understood within our organization.

You will also have an assigned Project Manager, responsible for the day-to-day requirements of the program administration on the mobile testing units, including scheduling and contact with the field representatives (medical staff on the mobile units). They work directly with specific Township an Fire Department designated program managers to detail their schedules and logistics.

A Team Leader is present with each crew in the field. The Team Leader is accountable for the effective supervision of the field medical staff and the management of the contract within the parameters of the testing program on the mobile unit. The Team Leader also functions as the liaison between the medical staff on the unit and the facility program managers. It is a combination of dedicated, competent staff, appropriate quality control/quality assurance measures, and extensive monitoring systems that will enable Professional Health Services, Inc. to successfully meet the challenges of an alliance relationship with the Township of Abington and Fire Department members.

Our medical professionals are certified CAOHC technicians and have been trained in NIOSH approved spirometry classes. They receive extensive training and cross-training to enhance their flexibility on the mobile unit. Our x-ray technologists are all AART certified. We utilize medical assistants to perform phlebotomy, and our team is amongst the most professional you will find. Additionally, they understand their jobs are unique and they demonstrate integrity and professionalism on the mobile units.

Quality Assurance
Professional Health Services, Inc. has an extensive quality assurance program in place that includes both on-van and in-house checks and balances.
We utilize both manual and computer tracking systems throughout the administration of a contract to ensure quality control and quality assurance procedures are followed.

On the mobile units we use a system of patient identification that enables us to meticulously track individual patient information. This patient identification system is in place from the time an individual first arrives on the testing unit, through the collection of their medical data, transfer of that information to our office for processing, and even after data has been interpreted and reports have been generated and distributed to our customers.

Prior to program implementation, we request employee demographics, such as name, unique employee ID, date of birth, and test protocols. This information can be easily transmitted to PHS electronically. This patient data is accessible to the teams on the mobile units. When an employee walks on the van and identifies himself, the first technician will locate his information on the label system computer and print out labels with his identifying information. Each label is automatically identified with a test protocol that corresponds directly to the exam elements that employee should receive. Every form created on the van is labeled. Although the vast majority of our work from the field is transferred to our database electronically, we still maintain the original hard copy as back up. The patient labels help ensure that all original data for a particular employee is maintained in his individual chart and does not get mixed up with anyone else's data.

Each piece of equipment on the mobile units also has its own set of quality assurance checks, performed on at least a daily basis, sometimes more often. In addition to our on-van patient identification system, we have employees sign each piece of paper that has any test results on it. This signature is used as a secondary method of verifying that the right results are with the right person. Most importantly, there are various checks and balances built into each of the testing procedures.

The audiometers are not only calibrated annually according to standards, but a daily calibration is performed as well that shows threshold limits required for testing. The technicians also perform a "biological" check where they themselves listen through the headsets to ensure they hear no sounds that might indicate loose wires or connections.

Hearing technicians have access to prior data during the testing process. This allows them to recognize a hearing shift and ensures a valid test was performed. If the current test results are not within predetermined parameters, the technician will retest that employee on another audiometer to ensure the validity of the test.

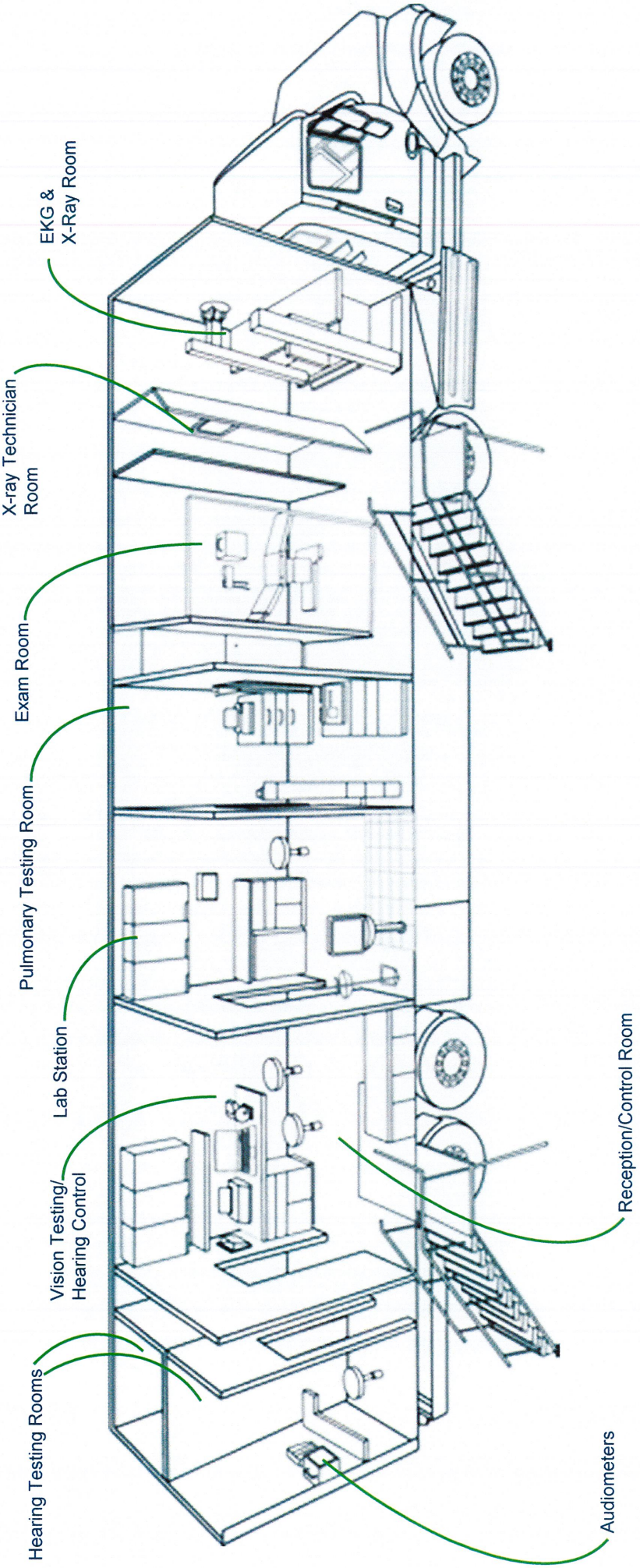
Prior to pulmonary function testing, daily calibration and leak checks are performed. During testing, at least three graphs are required for each employee. The computer immediately analyzes the tests to determine that the two highest tests are within 5% of each other. This helps ensure "best efforts" are achieved.

In addition to the specific quality edits illustrated later in this document, we tie the data back to the specific field technician that performed the tests on each mobile testing unit on every contract. The technicians as well as their manager receive continual feedback on their performance. This process has many benefits. The Medical Staff Manager is able to recognize outstanding performance, or retrain if necessary. The effects of the retraining are very quickly known through this monitoring process. This information also is used to ensure there are no intermittent equipment problems that may not have been recognizable in the field.

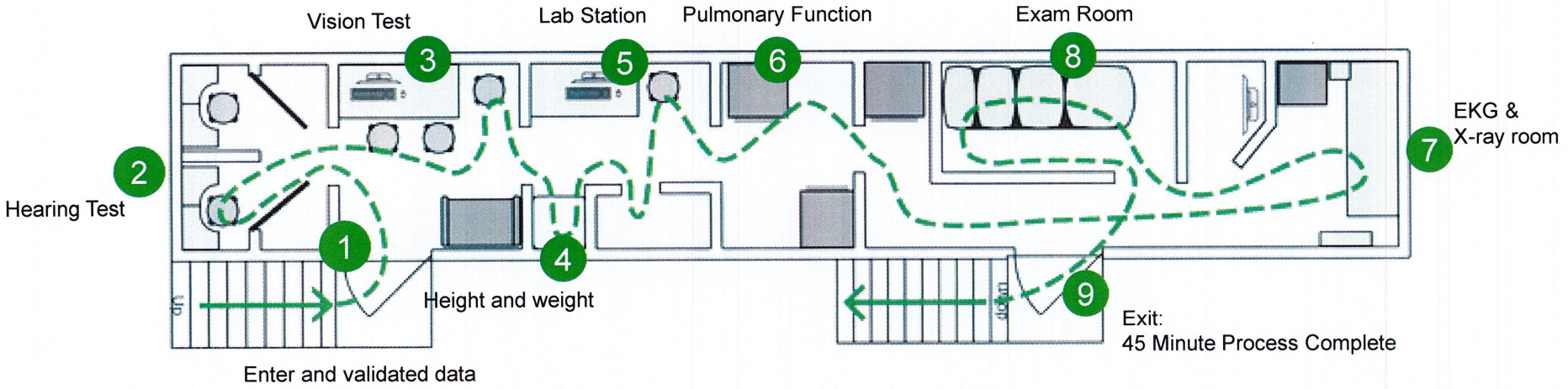
Professional Health Services, Inc.

We Provide Onsite Annual Compliance and Wellness Programs

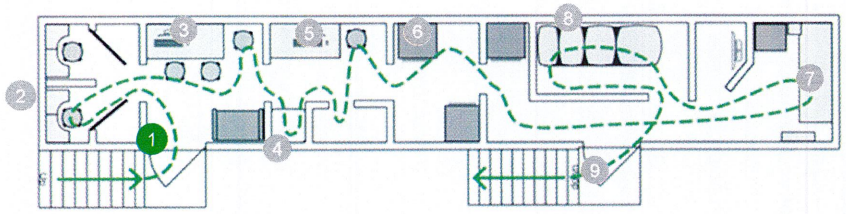
600 Reed Road, Suite 103, Broomall, PA19008
CALL TOLL FREE: 800-833-3005 • FAX: 610-446-4195
solutions@phsmobile.com
www.phsmobile.com


EKG &
X-Ray Room
X-ray Technician
Room
Exam Room
Pulmonary Testing Room
Lab Station
Vision Testing/
Hearing Control
Hearing Testing Rooms
Reception/Control Room
Audiometers

Mobile Unit Floor Plan

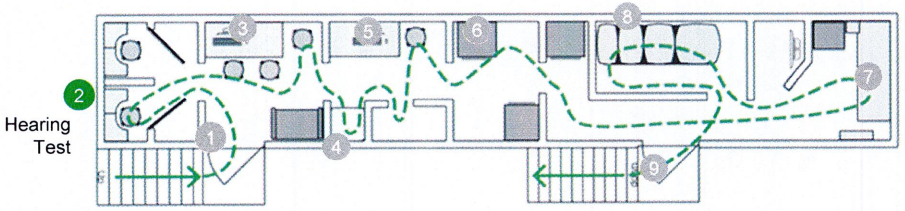


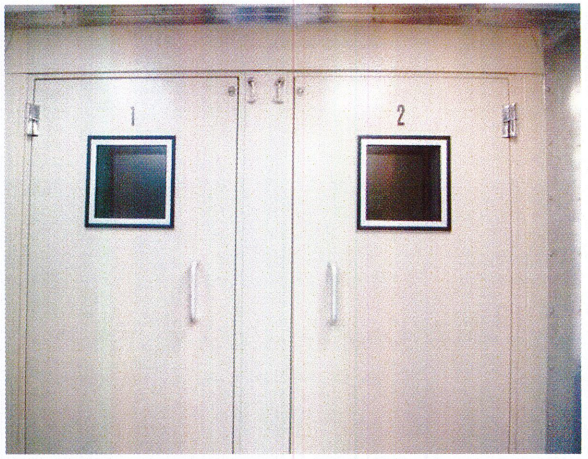
Reception



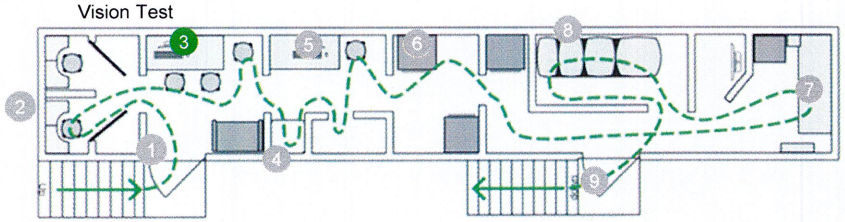
Enter and
validated data

Hearing Testing Rooms

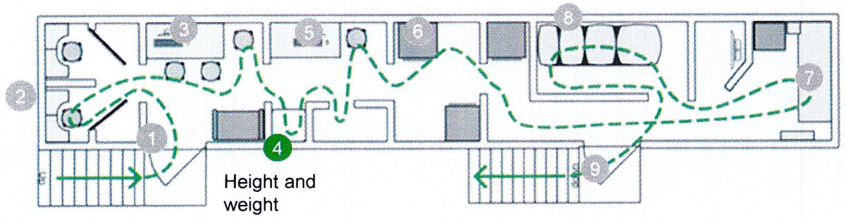




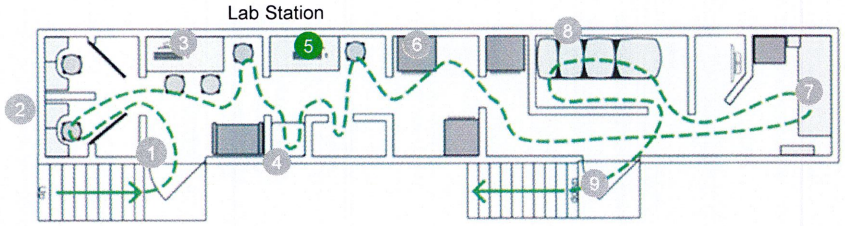
Vision Testing



Height & Weight



Lab Station


Lab Station
1
2
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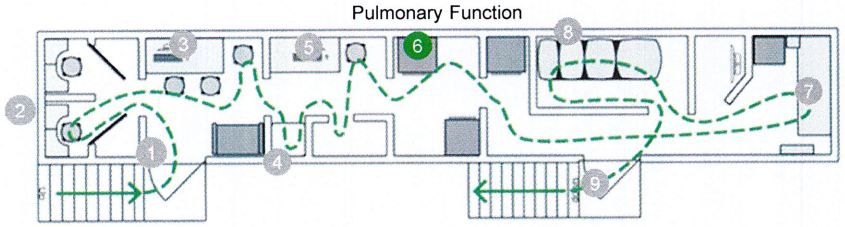
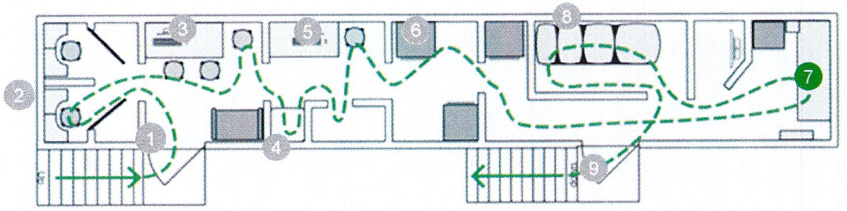
BIOHAZARD
No Food or Drink
to be Stored
in This Refrigerator

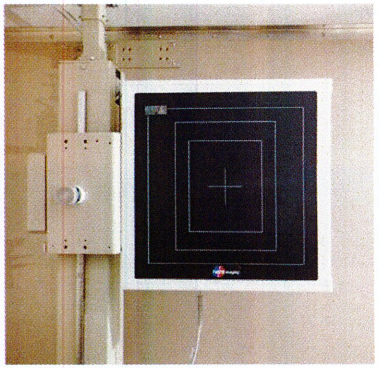
Pulmonary Function

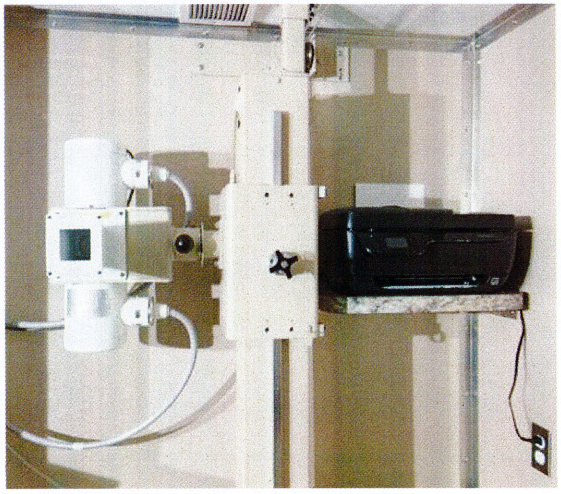


EKG & X-ray Room

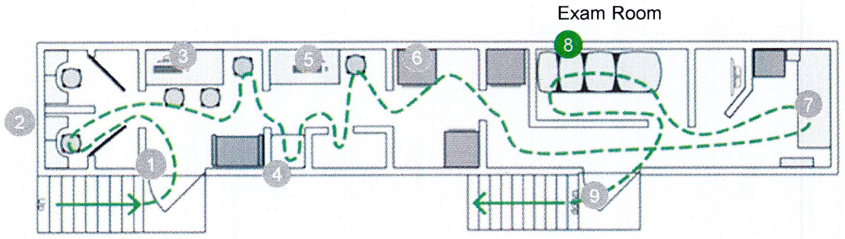


EKG &
X-ray

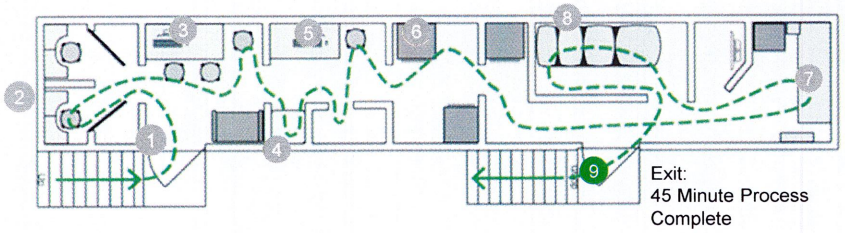




Exam Room



Exit



Exit:
45 Minute Process
Complete

Professional Health Services
600 Reed Road
Suite 103
Broomall, PA 19008

DATE	**Nov 14, 2024**
QUOTE #	**AAAQ6929**

To
Tom McAneney
Abington Township Fire Departm
1176 Old York Road
Abington, PA 19001
(267) 536-1059

Test Site
Abington Township Fire
1176 Old York Road
Abington, PA 19001

From
Michael Kleinman
(610) 853-1330 x111
mkleinman@phsmobile.com

Salesperson	P.O. Number	Payment Terms	Due Date
Michael Kleinman		Net 30	Feb 12, 2025

Program Specifications	Quantity
Approximate Number of Employees	160
Number of Technicians Required	3
Number of Nurse Practitioners Required	1
Number of Exercise Physiologist(s)	TBD
Number Of Exercise Specialist(s)	TBD
Days Required on Site	7
Exams Scheduled/Day	24
Flow Rate: (per hour)	3

Daily Equipment, Labor & Administration Charges	Quantity	Unit Price	Ext Price
Program Setup/Travel Charge	1	$500.00	$500.00
Daily Equipment Charges	7	$3,600.00	$25,200.00
Daily Labor Charges - 3 Technicians	7	$1,800.00	$12,600.00
Daily Labor Charge - Nurse Practitioner	7	$1,600.00	$11,200.00
Overtime Rate Mobile Unit & 3 Technicians	TBD	$450.00	
Overtime Rate Exercise Staff	TBD	$150.00	
Overtime Rate Nurse Practitioner	TBD	$185.00	

Exam Element Descriptions & Charges	Quantity	Unit Price	Ext Price
Work & Medical History (Comprehensive)	160	$3.00	$480.00
PA Chest X-Ray	160	$24.00	$3,840.00
X-Ray Comparative Reading (Abnormal X-Rays)	TBD	$18.00	
Pulmonary Function Profile	160	$10.00	$1,600.00
Audiometric Examination	160	$4.00	$640.00
Visual Acuity with Peripheral	160	$2.00	$320.00
Cardiogram, resting	160	$10.00	$1,600.00
Blood Pressure/Height/Weight/BMI	160		
Colo-Rectal Stool Screen	160	$5.00	$800.00

Exam Elements (cont)	Quantity	Unit Price	Ext Price
LabCorp Profile #240927 Chem 23/CO2/CBC/UA	160	$22.00	$3,520.00
LabCorp Profile #010322 PSA (Males 40 yrs +)	160	$14.00	$2,240.00
LabCorp Profile #009068 Cytology Urine Test	160	$44.00	$7,040.00
Physical Examination	160	$10.00	$1,600.00
Fire Fighter Clearance #4714E - Respirator/PPE			
Fire Fighter Clearance #4714F- Fitness For Duty			

TOTAL	$73,180.00

Notes

ANNUAL PROGRAM PRICE INCREASES WILL BE LIMITED TO 5% PER YEAR

Reports Included No Additional Charge
Shipped to Tom McAneney:
Individual Employee Reports with cover letter in confidential envelope

5 Separately Bound Modified Master Summaries (One per Fire Company) each to include:
1 Participation Summary Report for each Fire Company, without clinical data, Pass/Fail for clearances
One set of Medical Clearance Statements for each Fire Company
1 Executive Wellness Summary Report for each Fire Company

2 Bound (by report type & separated by Company):
- 5 Participation Summaries separated by Company, no clincal data , Pass/Fail for clearances
- 5 Executive Wellness Summary Reports separated by Fire Company

To accept this quotation, sign here and return: _____

Thank You For Your Business!

Professional Health Services
600 Reed Road
Suite 103
Broomall, PA 19008

DATE	**Nov 14, 2024**
QUOTE #	**AAAQ6930**

To
Tom McAneney
Abington Township Fire Depa
1176 Old York Road
Abington, PA 19001
(267) 536-1059

Test Site
Abington Township Fire Department
1176 Old York Road
Abington, PA 19001

From
Michael Kleinman
(610) 853-1330 x111
mkleinman@phsmobile.com

Salesperson	P.O. Number	Payment Terms	Due Date
Michael Kleinman		Net 30	Feb 12, 2025

Program Specifications	Quantity
Approximate Number of Employees	160
Number of Exercise Physiologist(s)	1
Number Of Exercise Specialist(s)	1
Days Required on Site	7
Exams Scheduled/Day	24
Flow Rate: (per hour)	3

Daily Equipment, Labor & Administration Charges	Quantity	Unit Price	Ext Price
Daily Labor Charge - Exercise Physiologist	7	$1,400.00	$9,800.00
Daily Labor Charge - Exercise Specialist	7	$900.00	$6,300.00
Overtime Rate Exercise Staff	TBD	$150.00	

Exam Element Descriptions & Charges	Quantity	Unit Price	Ext Price
Fitness Evaluation	160	$20.00	$3,200.00
Sub-maximal Treadmill Test with 12 lead EKG	160		
Body Composition			

TOTAL	**$19,300.00**

Notes
ANNUAL PRICE INCREASES WILL BE LIMITED TO 5% PER YEAR

To accept this quotation, sign here and return: _____

Thank You For Your Business!

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-09-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Community Development		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Consider extension of term for Salem Baptist Church PY2021 CDBG Subrecipient Agreement

EXECUTIVE SUMMARY:

Salem Baptist Church signed a subrecipient agreement for PY2021 CDBG funds ($60,000) in order to install ADA accessible entrances to the "gym building". The agreement is scheduled to expire Dec. 31, 2024; Salem has requested a 6 month extension to that expiry (June 30, 2025) in order to complete construction and administrative closeout activities.

The project is currently in active construction and likely to conclude in early 2025; administrative closeouts (inspections, payments, closeout certification documents) take 4-6 weeks to complete following the end of construction.

PREVIOUS BOARD ACTIONS:

Approval of amendments to the PYR2021 CDBG Annual Action Plan that included the subrecipient award to Salem Baptist Church for this project.

RECOMMENDED BOARD ACTIONS:

Motion to approve an extension of term for Salem Baptist Church PY2021 CDBG Subrecipient Agreement.

A Ministry
Of Destiny
Salem Baptist Church
Marshall Paul Hughes Mitchell, Pastor

November 27, 2024

Kimberly Hamm, MBA
Director, Community Development
Township of Abington
1176 Old York Road
Abington, PA 19001

Re: Extension Request CBDG Facility Accessibility Improvements

Dear Ms. Hamm,

Due to permit delays, long lead times for door delivery, and construction progress delays, Salem Baptist Church requests an extension of the CBDG mobility/ADA grant completion to June 30, 2025.

Thank you for your continued assistance. If you have questions or require additional information, please do not hesitate to contact me via email at LMarsh@salem-baptistchurch.org or mobile at 267-421-9405.

Kind Regards,

LaDon Marsh
Chair, Department of Finance
Salem Baptist Church

2741 Woodland Road ♦ Abington, Pennsylvania 19001
Phone 215.884.7664 ♦ Fax 215.657.0646

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SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN
The Township of Abington
AND
Salem Baptist Church of Jenkintown
FOR
Facility Accessibility Improvements

THIS AGREEMENT, entered this 2nd day of January 2024 by and between the **Township of Abington** (herein called the "Grantee") and the **Salem Baptist Church of Jenkintown** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto, agreeing to be legally bound, that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a **CDBG Facility Accessibility Improvements** activity not to exceed $60,000 (herein called the "Program") in a manner satisfactory to the Program guidelines and consistent with any standards required as a condition of providing these funds. Such Program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 - Make improvements to the existing structure at 2741 Woodland Rd. Abington, PA, for the purpose of improving accessibility to a community-based athletic and event facility in the Township of Abington.

Activity #2 - Continue to make available entry for residents of Abington to the facilities.

General Administration

The Subrecipient will provide open access to the athletic and event facility, including low to moderate income residents in compliance with Program requirements.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet National Objective at 24 CFR 570.208 (a) (2) (i) (A) "Benefit a clientele who are generally presumed to be principally low- and moderate-income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers;" and 570.201 (c). The National Objective will be met by providing public facility improvements to a senior center that provides services to elderly persons.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Make improvements to the existing structure at 2741 Woodland Rd. Abington, PA, for the purpose of improving accessibility to a community-based athletic and event facility in the Township of Abington.

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D. Staffing:

Mr. Marshall Mitchell, Pastor
Mr. LaDon Marsh, Chair of Finance

A Grantee might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the first day of **December 2023** and end on the last day of **December 2024.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount of property improvements, as stated on the attached Exhibit "A", to be made by the Grantee under this Agreement shall not exceed **$60,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee Subrecipient:
Mr. Marshall Mitchell or Mr. LaDon Marsh
Salem Baptist Church of Jenkintown
2471 Woodland Rd.
Abington, PA 19001
Telephone: (267) 421-9405

IV. SPECIAL CONDITIONS

None.

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V. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

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4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain elderly person's data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client's information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is

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prohibited by the applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Grantee. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period.

Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay all contractors directly from the funds available under this Agreement and consistent with any approved budget and Grantee policy concerning payments. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

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3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable civil rights ordinances and statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by

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Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

If applicable, the Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

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6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-

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based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

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3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

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7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending onun the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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XIII. ENTIRE AGREEMENT

This agreement, together with any exhibits, constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

By: DocuSigned by: Richard Manfredi 14B68F90F1A44A6...

Richard J. Manfredi, Township Manager
Township of Abington
(Grantee)

Date: 1/22/2024

Attest: DocuSigned by: Tara Wehmeyer CC0101B56E1742F...

Tara Wehmeyer Assistant Township Manager

1/9/2024

By: DocuSigned by: 3DF1EDA504D8480...

Mr. Marshall Mitchell, Pastor
Salem Baptist Church of Jenkintown
(Subrecipient)

Date: 1/3/2024

Attest: DocuSigned by: LaDon Marsh 185FB6D1AEB5476...

Name: LaDon Marsh, Chair of Finance

1/2/2024

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PROJECT DESCRIPTION

AND BUDGET

EXHIBIT “A”

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PROJECT DESCRIPTION AND BUDGET

PROJECT NAME: Salem Baptist Church Accessory Building Accessibility Improvements

DESCRIPTION:

- Installation of an interior wheelchair lift
- Installation of exterior ADA ramp with railings
- ADA compliant entrance doors and the door associated with the ADA ramp will be motorized.

LOCATION: 2741 Woodland Rd. Abington, PA

OWNER/SPONSOR: Salem Baptist Church of Jenkintown

SOURCES OF FUNDS: 2021 CDBG Funds not to exceed $60,925

Salem Baptist Church Funds

PROJECT SCHEDULE: Project will commence on or after December 1, 2023 and the project will be completed before January 1, 2025.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-10-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Tax Collector Appointment

EXECUTIVE SUMMARY:

Mr. Jay Blumenthal, Tax Collector, has resigned effective 12/31/24.

PREVIOUS BOARD ACTIONS:

Accepted resignation of Tax Collector at the 10/10/24 Board of Commissioners meeting.

RECOMMENDED BOARD ACTIONS:

Motion to appoint _____ to fill the unexpired term of Tax Collector, effective January 1, 2025.

ABINGTON TOWNSHIP
1176 OLD YORK ROAD,
ABINGTON, PENNSYLVANIA 19001-3713
P. 267.536.1024 F. 215.572.3935
www.abington.org

Office of the Treasurer
&
Tax Collector

JAY W. BLUMENTHAL

October 2, 2024

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

Dear Mr. Manfredi:

Please accept this letter as my resignation as Abington Township Tax Collector, effective December 31, 2024.

It has been a pleasure serving the Township of Abington for the past nineteen plus years.

Sincerely,

Jay W. Blumenthal
Abington Township Tax Collector

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1176 OLD YORK ROAD,
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Office of the Treasurer
&
Tax Collector

JAY W. BLUMENTHAL

October 8, 2024

Thomas Hecker
President of the Board of Commissioners of Abington Township
1176 Old York Road
Abington, PA 19001

Dear Tom:

It is my pleasure to enclose the resume of Thomas Valleras, CPA. I have known Tom for five years and find him to be extremely competent in accountancy & taxes. I recommend Tom be appointed to fill the remaining term of my position.

Sincerely,

Jay W. Blumenthal
Encl. (1)
CC: Richard Manfredi, Abington Township Manager
Sent via email 10/08/2024

1805 Edmund Road
Abington, PA 19001
Cell (610) 517-0886
tomvtax@gmail.com

TOM VALLERAS, CPA

EXECUTIVE SUMMARY

Highly skilled and experienced Tax Preparation and Accounting expert. Over 30 years of experience in identifying and implementing tax-saving plans and opportunities, providing strategic financial advice to help clients achieve their individual/business goals. Detail-oriented CPA with expertise in auditing and assurance services, ensuring compliance with accounting standards and regulations. Skilled in problem solving, negotiating and communication. Leader and mentor to numerous colleagues and staff, managing resources and helping teammates achieve their potential and advance their skills and careers.

TAX PREPARATION & ACCOUNTING EXPERIENCE – PUBLIC ACCOUNTING

Partner, Gaglianese & Valleras, LLP, Certified Public Accountants, 2019 to Present

CPA firm consisting of two Partners and support staff that was formed in 2019 to serve a diverse base of clients in the local Abington, PA and Philadelphia suburbs market. Each Partner's responsibilities include providing business and individual tax preparation services, income tax planning and projections, accounting and record keeping services, developing and managing client relationships along with directing the firm's long-term strategy and financial performance.

Tom Valleras CPA, Tax Preparation Services, 1996 to 2019

Engaged with individuals to prepare and electronically file their annual, individual tax returns using specialized tax preparation software. Provided tax advice, strategy , and income tax projections. Provided these services while working full time, financial management positions in the private and public company sectors.

Manager, MacDade Abbott LP, Certified Public Accountants, Paoli, PA 1991-1996

Comprehensive individual, corporate, partnership and non-profit tax return preparation for diverse clientele. Collected relevant financial records, including W2s, 1099s and other relevant tax data. Input data from financial records into tax return software. Using applicable federal, state and local tax law, determined maximum deductions to minimize total tax liability. Built customer relationships to expand the firm's goals.

FINANCE & MANAGERIAL EXPERIENCE – PRIVATE & PUBLIC COMPANIES

Corporate Finance Manager, Aphena Pharma Solutions Holdings, Inc., 2017 to 2019

Contract pharmaceutical packaging and manufacturing; Trevose, PA ($ 60M revs). Reported to CFO. Oversaw corporate and executive team financial reporting.

Controller, Anthony & Sylvan Pools Corp, 2016 to 2017

Swimming pool design & construction custom pool builder, Doylestown, PA ($120M revs). Guided financial decisions by establishing, monitoring, and enforcing policies and procedures. Protected assets by establishing, monitoring, and enforcing internal controls.

US Chief Accounting/Administrative Officer, Ecosave Holdings Inc., 2013 to 2016

U.S. Subsidiary of Australian Public Co. – Philadelphia, PA; Energy Efficiency Upgrades & Building Temperature Controls Company ($20M Worldwide Revs). Directed the overall financial strategy of company, including financial planning, reporting, finance and accounting operations, budgeting, tax, insurance, human resources, and risk management.

Northeast Regional Controller, FirstService Residential, 2009 to 2012

U.S. subsidiary of Canadian public company (symbol: FSRV), Valley Forge, PA ($170M revs). Responsible for all aspects of financial reporting for a portfolio of subsidiary companies.

Accounting Manager, Primavera Systems, Inc., now Oracle Corporation, 2003 to 2009

Corporate headquarters, Bala Cynwyd, PA. International Project Management Software company ($205M Revs). Managed internal control processes and financial reporting functions of software development company while revenues increased from $90M to $205M annually.

Assistant Controller – Northeast Region, Willis Towers Watson, 1996 to 2003 ($ 175M Revs)

International Insurance Risk Managers; NASDAQ Listed Company (symbol: WTW), Radnor, PA. Managed the accounting and financial reporting functions of a regional accounting center.

EDUCATION

Temple University, Philadelphia, PA; B.B.A. Finance, Accounting

LICENSES

Certified Public Accountant in Commonwealth of Pennsylvania

AFFILIATIONS

AICPA, PICPA Member since 1996

VOLUNTEER

Abington PAL Treasurer; Clean Energy Industries - Finance & Accounting internship jobs liaison; Volunteer Income Tax preparation aide; Small business Quickbooks trainer

COMPUTER SOFTWARE & PROGRAMS

Quickbooks Premier Plus; Microsoft Windows: Excel, Word, PowerPoint; ADP payroll system

Tom Valleras CPA

1805 Edmund Rd, Abington, PA 19001

Dear Mr. Manfredi,

I am writing to express my interest in the position of Abington Township Tax Collector. With a strong background in tax, finance and a commitment to community service, I believe I would be a valuable asset to the Township and the Office.

My experience includes 30+ years of broad experience as a CPA in public practice along with managing & mentoring accounting & administrative employees in both public & private organizations. I also have a proven track record of tax research, interpretation of tax laws and regulations, providing financial advice, along with problem solving, negotiation and communication.

I am particularly drawn to this role because I care deeply about our community, the residents of Abington Township, and its fiscal and financial future. Additionally, I will always keep the Township's residents' best interests at heart.

I greatly appreciate you taking the time to review my application for the position of Abington Township Tax Collector.

Sincerely,

Tom Valleras CPA

Dear Mr. Manfredi,

I want to thank you for serving Abington Township and wish you well in your upcoming retirement. I am submitting this letter of interest, along with supporting material to be considered for the appointment to be the next Abington Township Tax Collector, filling the vacancy due to Jay Blumenthal's resignation at the end of this year.

My experience serving as Montgomery County Controller for almost 9 years has uniquely qualified me to be an excellent candidate in this role as tax collector. As you may know, my office audits the tax collectors, as well as the row officer accounts and the magisterial district judges. I have issued numerous audits as County Controller. In addition to auditing work, I have worked tirelessly to hire diverse and highly qualified staff in my department, amid many challenges, including county-wide low wages and a recent worker shortage. As part of this process, I realigned the departments within the Controller's office to add an accounting department and a grants department and to hire employees with vast financial experience and advanced finance degrees such as MBAs and CPAs. I have worked hard to increase transparency and efficiency in reporting which resulted in helping Montgomery County to achieve a AAA bond rating, allowing Montco to borrow money at the lowest possible interest rate.

Since becoming Controller in 2016, I have been a leader of the Pennsylvania State Association of County Controllers (PSACC) and am currently serving as the President of PSACC.

In addition to being an elected official, I have been a transactional lawyer for more than 20 years. I have earned a law degree and a MBA and practice business and finance law. My expertise in the law is in negotiating complex financial transactions, representing lenders, borrowers, buyers and sellers in commercial transactions.

I have been an active child advocate for the Support Center for Child Advocates in Philadelphia since 2004 and was honored to be one of the Support Center's 2020 Distinguished Advocates for Children. This pro bono work knows no time limits and sadly knows no emotional bounds. It has been heartbreaking at times but I'm grateful to have the legal skills and compassion to be able to fulfill these missions and give back to the community in many other ways as well.

In conclusion, I am uniquely qualified to be the next Abington Township tax collector. I'm ready to serve the township on day one. Thank you for your consideration of my application.

KAREN GELD SANCHEZ, ESQ.

PROFESSIONAL EXPERIENCE AND HIGHLIGHTS

2016 – present

Montgomery County Controller

- Conduct audits of tax collectors, row officers and magisterial district judges
- As watchdog of the County, successfully settled inherited case versus Prothonotary to obtain repayment of funds to restricted accounts
- Integral part of joint effort which achieved AAA Bond Rating for County
- Increased transparency of financial statements and cut down on excessive spending and overpayments

2004 -2011; 2013 - present

Obermayer Rebmann Maxwell & Hippel LLP Philadelphia, PA

Attorney in Business and Finance Department

- Developed robust practice in commercial lender finance, including lender liability forbearance and work-out representation, real estate development and finance, business contracts and general corporate matters
- Former member of Diversity Committee, Hiring Committee and former Summer Associate Assignment Coordinator
- Frequent lecturer on lender liability, Uniform Commercial Code, loan modifications, mechanics lien and title issues

2011-2013

Thorp Reed LLP Philadelphia, PA

Associate, Finance Department

- Financial transactions and corporate representation
- Member of Women's Marketing Group

PRO BONO WORK AND HONORS

- President of the Pennsylvania State Association of County Controllers (PSACC)
- Board Member of Family Promise Montco PA
- Child Advocate representing children *pro bono* in Philadelphia since 2005 for the Support Center for Child Advocates in dependency cases
- Awarded the 2020 Distinguished Advocates for Children Award by the Support Center for Child Advocates
- Active volunteer for the Holocaust Awareness Museum and Education Center (HAMEC) organizing tours and sharing family story as a third generation of Holocaust survivors
- Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania from 2012-2018
- Listed on the First Judicial District of Pennsylvania *Pro Bono* Rolls of Honor for *pro bono* work that has been recognized by the judiciary as exemplary
- Consistently achieve over 100 hours annually of *pro bono* legal services
- Toy Drive Organizer for Support Center for Child Advocates' holiday toy drive

at Obermayer from 2006-2024

- Leader in my community by helping families in need, candidates running for office and local Democratic Committee (ARDC)
- Co-Founder of a food drive and toy drive in Abington which collects food and gifts for families in need each holiday season.
- Named as a "Lawyer on the Fast Track" by The Legal Intelligencer in 2013
- Recognized by Philadelphia Magazine as a "Pennsylvania Super Lawyer Rising Star" in 2018, 2014, 2013 and 2007

EDUCATION

Temple University Beasley School of Law — Philadelphia, PA

- Juris Doctor, May 2004
- Member of Political & Civil Rights Law Review
- Law Faculty Scholarship

Fox School of Business at Temple University — Philadelphia, PA

- Master's Degree in Business Administration, May 2004

Pennsylvania State University — University Park, PA

- Bachelor of Science, Marketing, May 2000
- Graduated *Cum Laude*
- Minored in Sociology
- President of Omicron Delta Kappa National Leadership Honor Society, 1999-2000

BAR ADMISSIONS

- Licensed to practice law in Pennsylvania and New Jersey
- Admitted to the Bar of the Supreme Court of the United States, the United States Court of Appeals for the Third Circuit, the United States District Court for the Eastern District of Pennsylvania, and the United States District Court for the District of New Jersey

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-11-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Treasurer Appointment

EXECUTIVE SUMMARY:

The position of Township Treasurer has been combined with the Tax Collector for a number of years. Mr. Blumenthal served as Tax Collector and Treasurer, although these are two separate and distinct positions. The agenda this evening has two separate motions which is why the Treasurer position is listed as a separate motion for a separate appointment because it is technically a separate position from Tax Collector.

The Board of Commissioners may appoint the same person to the Treasurer as Tax Collector or may appoint some other individual of their choosing.

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Motion to appoint _____ to serve as Treasurer, effective January 1, 2025.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	BOC-12-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Police		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

New Police Officer Appointments

EXECUTIVE SUMMARY:

The Department is seeking to appoint the next four (4) qualified candidates from the 2024 Civil Service Eligibility list to the position of Probationary Police Officer with an effective date of hire as January 2, 2025. These appointments will be made within the guidelines of the Civil Service rules, provided that the candidates successfully complete their background investigations, as well as the physical and psychological exams, and meet all entry requirements set forth by the Municipal Police Officer's Education and Training Commission for Act 120 Training. Two candidates will fill current vacancies, and two additional candidates will be hired as approved in the 2025 Budget.

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Motion to hire the next four (4) qualified candidates from the 2024 Civil Service Eligibility list.

ABINGTON TOWNSHIP CIVIL SERVICE COMMISSION

Edward Nolan, Chairman
Diane Misko, Secretary
Martre Manning

ELIGIBILTY LIST: 2024 PATROL OFFICER CANDIDATES

Rank	Last Name	First Name	Written Score	Written 40%	Oral Score	Oral 60%	Military	Total
1	**Crescenzo**	Michael	86.35	34.54	83	49.8	10	94.34
2	**Thomas**	Justin	84.95	33.98	83.6	50.16	10	94.14
3	**Konway**	John	90.24	36.10	87	52.2	0	88.30
4	**Medina**	Ethan	93.21	37.28	84.3	50.58	0	87.86
5	**Murphy**	Michael	89.72	35.89	84	50.4	0	86.29
6	**Breisblatt**	Kade	83.25	33.30	88.3	52.98	0	86.28
7	**Colon**	Justin	87.73	35.09	85	51	0	86.09
8	**Wu**	Allen	83.17	33.27	70	42	10	85.27
9	**Kelly**	Dean	86.50	34.60	83	49.8	0	84.40
10	**Landis**	Samantha	86.76	34.70	82.3	49.38	0	84.08
11	**Steinmetz**	Paul	86.23	34.49	82	49.2	0	83.69
12	**Braim**	Ryan	84.42	33.77	83	49.8	0	83.57
13	**Wagner**	Tyler	91.34	36.53	76	45.6	0	82.13
14	**Williams**	Malik	88.64	35.46	77	46.2	0	81.66
15	**Coughlin**	James	89.20	35.68	75.6	45.36	0	81.04
16	**Beck**	Andrew	89.78	35.91	74	44.4	0	80.31
17	**Gainor**	Eric	84.96	33.98	77	46.2	0	80.18
18	**Watkins**	Jalen	88.31	35.32	72.66	43.596	0	78.92
19	**Rodrigues**	Andressa	90.55	36.22	71	42.6	0	78.82
20	**Wiley**	Maggie	87.89	35.16	72.66	43.596	0	78.75
21	**Montilla**	Omar	86.28	34.51	72.33	43.398	0	77.91
22	**Johnson**	Darius	83.07	33.23	74	44.4	0	77.63
23	**Boyle**	Sean	81.84	32.74	73.3	43.98	0	76.72
24	**Fienman**	Michael	81.44	32.57	72	43.2	0	75.77
25	**Renson**	Joseph	80.96	32.38	72	43.2	0	75.58
26	**Felker**	Stephen	67.95	27.18	77	46.2	0	73.38

Date of Written Examination: July 8, 9, 10 & 11, 2024
Date of Physical Agility Test: August 3, 2024
Date of Oral Examination: August 26 - September 11, 2023
Date Eligibility List Adopted: September 24, 2024
Date Eligibility List Expires: September 24, 2025

Edward Nolan, Chairperson | Diane Misko, Secretary | Martre Manning, Member

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	FC-01-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Community Development		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Motion to adopt resolution for the proposed CDBG-CV amendments as part of the PY2019 CDBG Annual Action Plan.

EXECUTIVE SUMMARY:

As part of the CARES Act, Abington Township received an extra allocation of CDBG funds (CDBG-CV). A plan to spend those funds was adopted in 2021 as an amendment to the PY2019 CDBG Annual Action Plan. One of the programs included was the Small Business Assistance Program. To date only one complete application has been received; that business was owned by an Abington resident, but located in Rockledge Borough and thus ineligible.

The other programs created under CDBG-CV were well-utilized by eligible Township residents and organizations, therefore the CD Department recommends the remaining funds in the Small Business Assistance program be re-allocated to the Household Direct Assistance (Rent and Mortgage Assistance) and the Food Panty Assistance programs.

These re-allocations will effectively closeout the CDBG-CV funding, keeping the Township in compliance with timeliness spending guidelines set forth under the CARES Act and HUD regulations.

Amendment was put on public display Oct. 1-31, 2024, a public hearing was held on Oct. 16th in-person and virtually. No comments have been received.

PREVIOUS BOARD ACTIONS:

Approval of and resolution for the original CDBG-CV spending plans and other associated amendments.

RECOMMENDED BOARD ACTIONS:

Motion to adopt Resolution No. 24-040 for the proposed CDBG-CV amendments as part of the PY2019 CDBG Annual Action Plan.

M E M O R A N D U M

To: FILE

From: Kimberly Hamm, Director of Community Development

CC: Melissa Schofield

Date: October 31, 2024

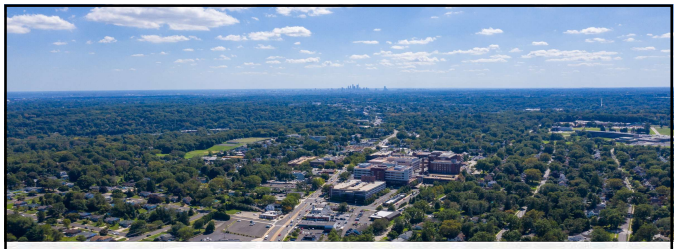
Subject: CDBG-CV Amendment Hearing & Public Display

On Wednesday, October 16, 2024, the Township held a public hearing for the proposed amendment to the CDBG-CV plan as part of the PY2019 CDBG Annual Action Plan. There were no attendees in-person or virtually via Zoom.

The amendment was on public display Oct. 1-31, 2024. No comments were received during this time.

The proposed amendment will go before the Board of Commissioners on Nov. 14, 2024 for consideration.

ATT: CDBG-CV Amendment Presentation Slide Deck (Oct. 16, 2024)



2019 CDBG ANNUAL ACTION PLAN CV AMENDMENTS

1

2019 ANNUAL ACTION PLAN CV AMENDMENTS SCHEDULE

Date	Milestone
October 1-31, 2024	Public Display of Draft
October 16, 2024	Public Hearing
Nov. 14, 2024	Presentation of Final Plan for Approval by the Board of Commissioners
Dec. 1, 2024	Submission to HUD

2

SUBSTANTIAL AMENDMENTS FOR FY 2019 (CV)

CANCEL	Increase	Amount	Total
CV-Small Business Assistance (2019-15)	CV Household Direct Assistance (2019-14)	$2,000	$361,000
	CV Food Pantry (2019-16)	$8,000	$209,104.51

3

2019 ANNUAL ACTION PLAN CV AMENDMENTS

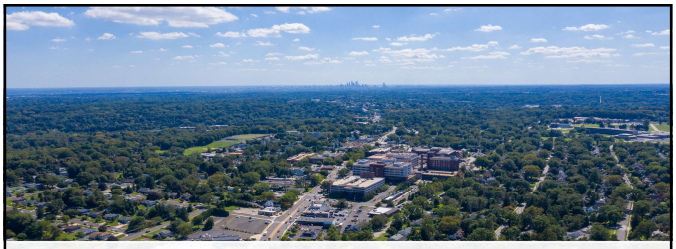
PUBLIC COMMENT

4

2019 ANNUAL ACTION PLAN CV AMENDMENTS SCHEDULE

Date	Milestone
October 1-31, 2024	Public Display of Draft
October 16, 2024	Public Hearing
Nov. 14, 2024	Presentation of Final Plan for Approval by the Board of Commissioners
Dec. 1, 2024	Submission to HUD

5



THANK YOU

6

TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA
RESOLUTION NO. 24-____

Resolution of the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania amending the FY 2019 Annual Action Plan.

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

Whereas, the Township of Abington had a previously approved an Annual Action Plan for the FY 2019 CDBG Program year; and

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

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

Whereas, it has been determined that the proposed changes and revision to the FY 2019 Annual Action Plan is a substantial amendment and the Township's Citizen Participation Plan has been followed.

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

Section 1. The amended FY 2019 Annual Action Plan is approved as presented, and as shown in the budget for the program year which is attached and marked "EXHIBIT A".

Section 2. The President of the Board of Commissioners is hereby authorized to sign and submit the amended FY 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

ADOPTED INTO A RESOLUTION THIS 14TH DAY OF NOVEMBER 2024 BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON, PENNSYLVANIA

APPROVED:

ABINGTON TOWNSHIP
BOARD OF COMMISSIONERS

_____ _____
Date Thomas Hecker, President

ATTEST:

_____ **ADOPTED:** _____

EXHIBIT A

The Township of Abington is substantially amending its FY 2019 Annual Action Plan to reallocate CDBG-CV funds from a cancelled activity to existing activities. This is considered a substantial amendment in accordance with the Township's Citizen Participation Plan since the following applies: (e.) deletion or elimination of a previously approved activity.

The following CDBG activities are amended under the FY 2019 Annual Action Plan:

- Cancel CV-Small Business Assistance $10,000.
- Increase CV-Household Direct Assistance by $2,000 to a new budget total of $361,000.
- Increase CV-Food Pantry by $8,000 to a new budget total of $209,104.51.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	FC-02-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Finance		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Budget Transfer Authorizations

EXECUTIVE SUMMARY:

Article 17, Section 1701, paragraph (d), of the First Class Township Code states that Township Commissioners shall have power to authorize the transfer within the same fund of any unencumbered balance, or any portion thereof, from one spending agency to another, but such action thereby taken only during the last nine months of the fiscal year.

Additionally, the supplemental appropriations are going from fund balance to the appropriate departmental expense cost objects, as previously approved.

In this motion, you are asked to approve all transfers that are within the same fund(s). Transfers represent movement of funds, normally within the same department, to cover under budgeted conditions within the every day operations of the Township.

Detail is on file in the Finance Office for review.

PREVIOUS BOARD ACTIONS:

This is an annual procedure to provide for the transfer of funds from one account to another and any Board previously authorized expenditures from Contingency or Fund Balance.

RECOMMENDED BOARD ACTIONS:

Motion to authorize the Budget Transfers and supplemental appropriations for the fiscal year 2024.

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	FC-03-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Finance		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Resolution No. 24-XXX - Disposition of Certain Finance Office Records

EXECUTIVE SUMMARY:

N/A

PREVIOUS BOARD ACTIONS:

March 9, 1989 Board adopted Ordinance No. 1652 providing for the retention and destruction or transfer of municipal records of the Township of Abington, adopting the provision of Chapter 13 of Title 46 of the Pennsylvania Code, effective as of the date of adoption of this Ordinance, for the Township of Abington.

March 10, 2011 Board adopted Resolution No. 11-009, declaring the Township of Abington's intention to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008.

RECOMMENDED BOARD ACTIONS:

Motion to adopt Resolution No. 24-041 authorizing the disposition of certain Finance Office records as

set forth in Exhibit "A".

TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA, AUTHORIZING THE DISPOSITION OF CERTAIN FINANCE OFFICE RECORDS

WHEREAS, by virtue of Resolution No.11-009, adopted March 10, 2011, the Township of Abington declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, and,

WHEREAS, in accordance with Act 428 of 1968 each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED this 12th day of December, 2024, that the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania, in accordance with the above-cited Municipal Records Manual, hereby authorizes the disposition of the public records as set forth in Exhibit "A" hereto, effective January 1, 2025.

TOWNSHIP OF ABINGTON

Attest:

_____
Richard J. Manfredi,
Township Manager & Secretary

By: _____
Thomas Hecker, President
Board of Commissioners

EXHIBIT "A"

DISPOSITION OF FINANCE OFFICE RECORDS
AS LISTED BELOW:

2018 and Prior Insurance Claims and Policies

- Retain 6 years (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-17; Administrative and Legal – 4)

2017 Liquid Fuels Reports and Work Papers –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-20; Liquid Fuel Tax Records)

2023 and prior Municipal Lien Files

- Retain 1 year after satisfaction (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-25; Administrative and Legal – 6)

2014 and Prior Public Meeting/Hearing Notices and Proof of Publications

- Retain 10 years (as stated in Municipal Records Manual approved December 16, 2008 – reference AL-35; Administrative and Legal – 8)

2017 and Prior - Receipt and Distribution of Foreign Fire Insurance Premium Tax Form (verification of receipt and distribution of funds from taxes paid by foreign fire insurance companies [Act 205 of 1984] to our five Volunteer Firefighters' Relief Associations) –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-1; Account distribution summaries (Treasurer's Report); As directed by Susan T. Hartman, Archivist, PA Historical and Museum Commission

2017 Accounts Payable Records –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-2; Financial and Purchasing – 1)

2019 and prior Annual Audit and Financial Reports – including Elected and Appointed Officials, Survey of Financial Condition and Tax Information submitted to the Pennsylvania Department of Community and Economic Development

- Retain 5 years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-4; Financial and Purchasing – 1)

2017 and Prior - Budget Work Papers –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-5; Annual budgets and related records)

2020 and Prior - Audit Work Papers –

- Retain current plus three prior audit cycles (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-7; Audit work papers)

2017 and prior Bank Statements and Reconciliations –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-9; Financial and Purchasing – 2)

2017 Canceled Checks –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-10; Financial and Purchasing – 2)

2017 Cash Receipts –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference FN-25; Voucher Files)

2017 Payroll Records –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008)
  Reference:
  PL-1 Cancelled payroll checks
  PL-2 Employee payroll adjustment records
  PL-4 Payroll deduction authorizations
  PL-5 Payroll earnings and deductions registers
  PL-6 Payroll voucher (check) registers
  PL-11 Quarterly returns of withholding of Federal Income Tax
  PL-12 Quarterly statements of state and local taxes withheld
  PL-13 Social Security reports
  PL-14 Time cards and attendance records
  PL-15 Unemployment compensation records
  PL-16 Wages and tax statements (W-2 forms)
  PL-17 Withholding allowance certificates (W-4 forms)

2021 and Prior Pension Files – Individual Employees

- Retain 3 years after all benefits have been paid (as stated in Municipal Records Manual approved December 16, 2008 – reference PL-7; Payroll Records – 2)

2014 and Prior Pension Plan Data Sheets

- Retain 10 years (as stated in Municipal Records Manual approved December 16, 2008 – reference PL-8; Payroll Records – 2)

2003 Act 205 Reporting Forms – Pension Plan Data Sheets – Submitted to Pennsylvania Public Employee Retirement Commission

- Retain 10 years – forms as done every two years (as stated in Municipal Records Manual approved December 16, 2008 – reference PL-8; Payroll Records – 2)

2018 and Prior Pension Plans – Administration Records

- Retain 6 years after all benefits have been paid (as stated in Municipal Records Manual approved December 16, 2008 – reference PL-10; Payroll Records – 2)

2020 and Prior Worker's Compensation Records

- Retain 4 years after signing of final settlement receipt or after death of recipient (as stated in Municipal Records Manual approved December 16, 2008 – reference PS-14; Personnel Records – 3)

2014 and Prior Worker's Compensation Records

- Retain 10 years if suspension agreement has been filed (as stated in Municipal Records Manual approved December 16, 2008 – reference PS-14; Personnel Records – 3)

2020 1099's –

- Retain 4 years (as stated in Municipal Records Manual approved December 16, 2008 – reference PL-18 1099 Forms – Employer's copy of U. S. Information Return for Calendar Year; Payroll Records – 4)

2017 Public Utility and Realty Tax Reports –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference TA-10; Tax Collection and Assessment Records – 2)

2017 Recorder of Deeds of Montgomery County Local Transfer Tax Collection Report –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference TA-11; Tax Collection and Assessment Records – 2)

2017 and prior Commissions for Treasurer Act 511 Tax Reports –

- Retain 7 years (as stated in Municipal Records Manual approved December 16, 2008 – reference TA-13; Tax Collection and Assessment Records – 2)

2019 and Prior Assessment Appeal Papers

- Retain 5 years after settlement if appealed to court (as stated in Municipal Records Manual approved December 16, 2008 – reference TA-19; Tax Collection and Assessment Records – 4)

2023 and prior Sewer Assessment Notification Records

- Retain 1 year after all payments have been made – (as stated in Municipal Records Manual approved December 16, 2008, as amended March 28, 2019 – reference WM-11; Waste Management/Sewage Disposal – 3)

2017 and Prior Excess Workers' Compensation Quarterly Loss Run Reports –

- Not specifically categorized; Based on judgment

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	FC-04-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Finance		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Expenditures Salaries & Wages for October 2024

EXECUTIVE SUMMARY:

N/A

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to approve the October 2024 expenditures in the amount of $4,117,102.91and salaries and wages in the amount of $2,295,356.41 and authorizing the proper officials to sign and approve invoices and supporting documentation in payment of bills and contracts as they mature through the month of

January 2025. (Click here to view supporting information for expenditures in October 2024)

(Motion & Roll Call)

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	FC-05-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Administration		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Brubacher change order

EXECUTIVE SUMMARY:

Brubacher Excavating, Inc. has submitted four change orders for encountered delays and/or additional work on the Abington Jenkintown Connections Project. The following change orders totaling $137,940.70 have been reviewed by Abington Township Construction Services and Bowman Engineering for accuracy and satisfaction with PennDOT requirements:
Aqua Conflict 1: $51,262.29
Aqua Conflict 2: $72,438.09
Washington Lane Unmarked and Unknown Utilities: $5,721.04
Gas Lateral Relocations: $8,474.28

This information was presented at the November 21, 2024, Finance Committee meeting with the proposed funding mechanisms and their relation to Phase 2B. There was no vote taken at the Committee meeting and it was moved to the regular Board of Commissioners meeting.

PREVIOUS BOARD ACTIONS:

November 21, 2024: Finance Committee

Please note, the Abington Jenkintown Connections Project construction is being performed under PennDOT ECMS contract 110778. PennDOT bid and awarded the contract.

RECOMMENDED BOARD ACTIONS:

Motion to approve change orders from Brubacher Excavating, Inc. for the Abington Jenkintown Connections Project in the amount of $137,940.70.

CS-4347AA (04-17)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penndot.gov

FINAL SUMMARY

(PROJECTS LET ON OR AFTER AUGUST 25, 2016)

COUNTY Montgomery SR 0000 SEC JEN

WO# _____ CONTRACT # _____ ITEM # _____

PRIME CONTRACTOR Brubacher Excavating

STATEMENT OF COST FOR Washington Ave Water/Gas Assist

MATERIAL COST	$	0.00
15% MARKUP FOR MATERIAL	$	0.00
DIRECT LABOR COST	$	2,166.50
30% MARKUP FOR DIRECT LABOR	$	649.95
INDIRECT LABOR COST	$	0.00
OWNED EQUIPMENT COST	$	440.27
RENTED EQUIPMENT COST	$	434.32
5% MARKUP FOR RENTED EQUIPMENT	$	21.72
CONSUMABLES COST	$	
5% MARKUP FOR CONSUMABLES	$	0.00
TOTAL CONTRACTOR COST	$	3,712.76
SUBCONTRACTOR COST	$	
5% MARKUP FOR SUBCONTRACTOR	$	0.00
SERVICE BY OTHERS COST	$	4,534.78
5% MARKUP FOR SERVICE BY OTHERS	$	226.74
GRAND TOTAL	$	8,474.28

CERTIFICATIONS

I hereby certify that the above costs were incurred in the performance of Extra Work on a Force Account basis, as indicated in the Department's written authorization, and were computed in accordance with the provisions of Publication 408, Section 110.03(d).

CONTRACTOR REPRESENTATIVE	DEPARTMENT REPRESENTATIVE
_____ NAME	_____ NAME
_____ SIGNATURE DATE	_____ SIGNATURE DATE

CS-4347AA (04-17)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penndot.gov

FINAL SUMMARY

(PROJECTS LET ON OR AFTER AUGUST 25, 2016)

COUNTY Montgomery SR 0000 SEC JEN

WO# _____ CONTRACT # _____ ITEM # _____

PRIME CONTRACTOR Brubacher Excavating

STATEMENT OF COST FOR Washington Ave Unmarked Line

MATERIAL COST	$	0.00
15% MARKUP FOR MATERIAL	$	0.00
DIRECT LABOR COST	$	3,520.86
30% MARKUP FOR DIRECT LABOR	$	1,056.26
INDIRECT LABOR COST	$	0.00
OWNED EQUIPMENT COST	$	1,143.92
RENTED EQUIPMENT COST	$	0.00
5% MARKUP FOR RENTED EQUIPMENT	$	0.00
CONSUMABLES COST	$	
5% MARKUP FOR CONSUMABLES	$	0.00
TOTAL CONTRACTOR COST	$	5,721.04
SUBCONTRACTOR COST	$	
5% MARKUP FOR SUBCONTRACTOR	$	0.00
SERVICE BY OTHERS COST	$	0.00
5% MARKUP FOR SERVICE BY OTHERS	$	0.00
GRAND TOTAL	$	5,721.04

CERTIFICATIONS

I hereby certify that the above costs were incurred in the performance of Extra Work on a Force Account basis, as indicated in the Department's written authorization, and were computed in accordance with the provisions of Publication 408, Section 110.03(d).

CONTRACTOR REPRESENTATIVE		DEPARTMENT REPRESENTATIVE	
NAME		NAME	
SIGNATURE	DATE	SIGNATURE	DATE

CS-4347AA (04-17)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penndot.gov

FINAL SUMMARY

(PROJECTS LET ON OR AFTER AUGUST 25, 2016)

COUNTY Montgomery SR 0000 SEC JEN

WO# _____ CONTRACT # _____ ITEM # _____

PRIME CONTRACTOR Brubacher Excavating Inc.

STATEMENT OF COST FOR _____

MATERIAL COST	$	1,876.31
15% MARKUP FOR MATERIAL	$	281.45
DIRECT LABOR COST	$	17,988.69
30% MARKUP FOR DIRECT LABOR	$	5,396.61
INDIRECT LABOR COST	$	
OWNED EQUIPMENT COST	$	14,222.62
RENTED EQUIPMENT COST	$	4,257.56
5% MARKUP FOR RENTED EQUIPMENT	$	212.88
CONSUMABLES COST	$	
5% MARKUP FOR CONSUMABLES	$	0.00
TOTAL CONTRACTOR COST	$	44,236.12
SUBCONTRACTOR COST	$	
5% MARKUP FOR SUBCONTRACTOR	$	0.00
SERVICE BY OTHERS COST	$	26,901.87
5% MARKUP FOR SERVICE BY OTHERS	$	1,345.09
GRAND TOTAL	$	72,483.08

CERTIFICATIONS

I hereby certify that the above costs were incurred in the performance of Extra Work on a Force Account basis, as indicated in the Department's written authorization, and were computed in accordance with the provisions of Publication 408, Section 110.03(d).

CONTRACTOR REPRESENTATIVE		DEPARTMENT REPRESENTATIVE	
NAME		NAME	
SIGNATURE	DATE	SIGNATURE	DATE

CS-4347AA (04-17)

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penndot.gov

FINAL SUMMARY

(PROJECTS LET ON OR AFTER AUGUST 25, 2016)

COUNTY Montgomery SR 0000 SEC JEN

WO# _____ CONTRACT # _____ ITEM # _____

PRIME CONTRACTOR Brubacher Excavating Inc.

STATEMENT OF COST FOR _____

MATERIAL COST	$	834.64
15% MARKUP FOR MATERIAL	$	125.20
DIRECT LABOR COST	$	9,656.45
30% MARKUP FOR DIRECT LABOR	$	2,896.94
INDIRECT LABOR COST	$	
OWNED EQUIPMENT COST	$	7,517.69
RENTED EQUIPMENT COST	$	2,265.68
5% MARKUP FOR RENTED EQUIPMENT	$	113.28
CONSUMABLES COST	$	
5% MARKUP FOR CONSUMABLES	$	0.00
TOTAL CONTRACTOR COST	$	23,409.88
SUBCONTRACTOR COST	$	
5% MARKUP FOR SUBCONTRACTOR	$	0.00
SERVICE BY OTHERS COST	$	26,526.10
5% MARKUP FOR SERVICE BY OTHERS	$	1,326.31
GRAND TOTAL	$	51,262.29

CERTIFICATIONS

I hereby certify that the above costs were incurred in the performance of Extra Work on a Force Account basis, as indicated in the Department's written authorization, and were computed in accordance with the provisions of Publication 408, Section 110.03(d).

CONTRACTOR REPRESENTATIVE		DEPARTMENT REPRESENTATIVE	
NAME		NAME	
SIGNATURE	DATE	SIGNATURE	DATE

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

AGENDA ITEM

December 12, 2024	PC-01-121224	FISCAL IMPACT
DATE	*AGENDA ITEM NUMBER*	Cost > $10,000
		Yes ☐ No ☐
Finance		PUBLIC BID REQUIRED
DEPARTMENT		Cost > $20,100
		Yes ☐ No ☐

AGENDA ITEM:

Resolution No. 24-xxx -Amending Police Pension Document Pertaining to Member Contributions

EXECUTIVE SUMMARY:

Since January 2012 member of the Abington township Police Association have contributed 5% of the compensation per C.B.A.

PREVIOUS BOARD ACTIONS:

January 1, 2012 - Collective Bargaining Agreement with Police Association established payroll contributions into Police Pension Plan to be established annually.

RECOMMENDED BOARD ACTIONS:

Motion to adopt Resolution No. 24-042 setting the Police Pension contribution rate for 2025 at five percent (5%) of compensation.

RESOLUTION NO. 24-XXX

AMENDING POLICE PENSION PLAN DOCUMENT PERTAINING TO MEMBER CONTRIBUTIONS

WHEREAS, the Township of Abington (the "Employer") previously established, by Resolution dated January 1, 2001, the Police Pension Plan for the Township of Abington (the "Plan"); and

WHEREAS, the applicable statute provides that the establishment of such pension plan may be made by Ordinance or Resolution; and

WHEREAS, the "Employer" does, in fact, from time to time, modify and/or amend the "Plan"; and

WHEREAS, any and all amendments and modifications to the "Plan" are required to adhere to all regulations as per applicable pension law (Act 600); and

WHEREAS, the "Employer", through negotiation with the Abington Township Police Association, have made it necessary and desirable to amend Article III entitled "Contribution", Section 3.01 entitled "Member Contributions", and

WHEREAS, this amendment will be effective January 1, 2025;

NOW, THEREFORE, BE IT RESOLVED, this 12th day of December, 2024, that Article III, Section 3.01 shall be amended in its entirety to read as follows:

ARTICLE III

CONTRIBUTIONS

3.01 Member Contributions. MEMBERS shall pay into the FUND a percentage amount to be determined annually based upon the most recent actuarial report and minimum municipal obligation calculation. The percentage rate will be set annually by resolution no later than December 31st for the following calendar year. The percentage rate shall be set between zero (0%) and five percent (5%) of COMPENSATION. The contribution rate for 2025 is five percent (5%) of COMPENSATION. It is further understood that the TOWNSHIP will not contribute into the FUND until the MEMBERS are contributing their maximum of five percent (5%) of their COMPENSATION. Individual records of contribution by MEMBERS shall be maintained, including all interest credited to the MEMBER'S individual account which shall be known as the MEMBER CONTRIBUTION ACCOUNT. Interest to be credited shall be five percent (5%) compounded annually.

Interest shall be credited from the end of the PLAN YEAR in which paid to the end of the month after which a refund becomes payable.

TOWNSHIP OF ABINGTON

By: _____
Thomas Hecker, President
Board of Commissioners

ATTEST:

_____
Richard J. Manfredi,
Township Manager & Secretary

DocuSign Envelope ID: F0A08DC7-930A-4189-BABA-2F7944C4917E

SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN
The Township of Abington
AND
Salem Baptist Church of Jenkintown
FOR
Facility Accessibility Improvements

THIS AGREEMENT, entered this 2nd day of January 2024 by and between the **Township of Abington** (herein called the "Grantee") and the **Salem Baptist Church of Jenkintown** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto, agreeing to be legally bound, that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a **CDBG Facility Accessibility Improvements** activity not to exceed $60,000 (herein called the "Program") in a manner satisfactory to the Program guidelines and consistent with any standards required as a condition of providing these funds. Such Program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 - Make improvements to the existing structure at 2741 Woodland Rd. Abington, PA, for the purpose of improving accessibility to a community-based athletic and event facility in the Township of Abington.

Activity #2 - Continue to make available entry for residents of Abington to the facilities.

General Administration

The Subrecipient will provide open access to the athletic and event facility, including low to moderate income residents in compliance with Program requirements.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet National Objective at 24 CFR 570.208 (a) (2) (i) (A) "Benefit a clientele who are generally presumed to be principally low- and moderate-income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers;" and 570.201 (c). The National Objective will be met by providing public facility improvements to a senior center that provides services to elderly persons.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Make improvements to the existing structure at 2741 Woodland Rd. Abington, PA, for the purpose of improving accessibility to a community-based athletic and event facility in the Township of Abington.

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D. Staffing:

Mr. Marshall Mitchell, Pastor
Mr. LaDon Marsh, Chair of Finance

A Grantee might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the first day of **December 2023** and end on the last day of **December 2024.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount of property improvements, as stated on the attached Exhibit "A", to be made by the Grantee under this Agreement shall not exceed **$60,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee Subrecipient:
Mr. Marshall Mitchell or Mr. LaDon Marsh
Salem Baptist Church of Jenkintown
2471 Woodland Rd.
Abington, PA 19001
Telephone: (267) 421-9405

IV. SPECIAL CONDITIONS

None.

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V. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

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4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain elderly person's data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client's information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is

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prohibited by the applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Grantee. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period.

Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay all contractors directly from the funds available under this Agreement and consistent with any approved budget and Grantee policy concerning payments. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

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3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable civil rights ordinances and statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by

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Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

If applicable, the Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

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6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-

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based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

DocuSign Envelope ID: F0A08DC7-930A-4189-BABA-2F7944C4917E

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

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7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending onun the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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XIII. ENTIRE AGREEMENT

This agreement, together with any exhibits, constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

By: DocuSigned by: Richard Manfredi 14B68F90F1A44A6...

Richard J. Manfredi, Township Manager
Township of Abington
(Grantee)

Date: 1/22/2024

Attest: DocuSigned by: Tara Wehmeyer CC0101B56E1742F...

Tara Wehmeyer Assistant Township Manager

1/9/2024

By: DocuSigned by: 3DF1EDA504D8480...

Mr. Marshall Mitchell, Pastor
Salem Baptist Church of Jenkintown
(Subrecipient)

Date: 1/3/2024

Attest: DocuSigned by: LaDon Marsh 185FB6D1AEB5476...

Name: LaDon Marsh, Chair of Finance

1/2/2024

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PROJECT DESCRIPTION

AND BUDGET

EXHIBIT “A”

DocuSign Envelope ID: F0A08DC7-930A-4189-BABA-2F7944C4917E

PROJECT DESCRIPTION AND BUDGET

PROJECT NAME: Salem Baptist Church Accessory Building Accessibility Improvements

DESCRIPTION:

- Installation of an interior wheelchair lift
- Installation of exterior ADA ramp with railings
- ADA compliant entrance doors and the door associated with the ADA ramp will be motorized.

LOCATION: 2741 Woodland Rd. Abington, PA

OWNER/SPONSOR: Salem Baptist Church of Jenkintown

SOURCES OF FUNDS: 2021 CDBG Funds not to exceed $60,925

Salem Baptist Church Funds

PROJECT SCHEDULE: Project will commence on or after December 1, 2023 and the project will be completed before January 1, 2025.