

ABINGTON TOWNSHIP

MAY 8, 2025



BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING



TOWNSHIP OF ABINGTON

BOARD OF COMMISSIONERS REGULAR PUBLIC MEETING

A G E N D A **May 8, 2025** **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

- a. Human Relations Commission Annual Report (*Ms. Cooper*)

PUBLIC COMMENT ON AGENDA ITEMS

CONSENT AGENDA

- a. BOC-01-050825 Motion to approve the Minutes from the Board of Commissioners Regular Meeting of April 10, 2025.
- b. BOC-02-050825 Motion to adopt Traffic Safety Ordinance #2227 amending Chapter 156 - "Vehicles and Traffic," Article III – Section 25 "Parking Regulations," – "No Parking Here to Corner" to add the following restrictions: No Parking Here to Corner on Keswick Ave., East Side, Move existing sign from 30' south of Oakdale Ave. to a point 70' south of Oakdale Ave. on Arnold

Ave, East side, 30' North of Woodland Rd., on Pershing Ave., South Side, Driveway of 2428 Pershing Ave to Arnold Ave. and "No Parking Corner to Here" on Oakdale Ave, South Side, 30' east from the intersection with Keswick Ave., and "Special Parking Zones" 1226 Hall Ave., "Handicapped Parking." (*Ofc. Coughlin*)

- c. BOC-03-050825 Motion to authorize advertisement of Traffic Safety Ordinance No. 2229 amending Chapter 156 - "Vehicles and Traffic," Article III - Section 25 "Parking Regulations," "No Parking Here to Corner" to add the following restrictions: No Parking Here to Corner on Hemlock Circle East side (north bound) 51 feet south of Canterbury Rd., on Thomson Rd. East side 30 feet south of existing stop sign, on Thomson Rd. West side, 30 feet south of the corner with Woodland Rd., on Thomson Rd. East side 30 feet north of Woodland Rd., on Woodland Rd. South side 30 feet west of Thomson Rd., on Woodland Rd. South side 30 feet east and west of Wunderland Rd., on Wunderland Rd. West side 30 feet south of Woodland Rd., and on Wheatsheaf Lane West Side 30 feet north of posted stop sign at Susquehanna Rd. (*Ofc. Coughlin*)
- d. BOC-04-050825 Motion to appoint Michael Bova to the Vacant Property Review Board to fill the term ending on 12/31/2026 as recommend by the Vacant Property Review Board. (*Mr. Hirt*)
- e. BOC-05-050825 Motion to authorize advertisement of Ordinance No. 2229 amending the Code of the Township of Abington at Part II [General Legislation], Chapter 162 [Zoning] by amending and restating Article III [R1 Low-Density Residential District], and the Use Matrix Appendix to include the G-3 Art Gallery or Museum Use as a Permitted Use in the R1 Low-Density Residential District and Article XXI [Use Regulations] to establish regulations for the G-3 use where located in the R1 Low-Density Residential District. (*Mr. Clarke*)
- f. BOC-06-050825 Motion to authorize advertisement of Ordinance No. 2230 amending the Code of the Township of Abington at Part II [General Legislation] creating Chapter 89 [Food Trucks and Mobile Food Vendors] to provide regulations for the operation of Mobile Food Vendors. (*Mr. McAneney*)

UNFINISHED BUSINESS

NEW BUSINESS

- a. BOC-07-050825 Update on Crosswalk discussion. (*Ms. McIlvaine*)
- b. BOC-08-050825 Motion to approve an agreement with CivicPlus to develop and maintain a new Township website and provide agenda management services, in the amount of \$64,000 and authorize the Township Manager to execute the

agreement. *(Ms. McIlvaine)*

- c. BOC-09-050825 Motion to approve the Cooperation Agreement among Abington Township, the Redevelopment Authority of the County of Montgomery, Holy Redeemer Health System and authorize the Township Manager to execute the agreements. *(Ms. McIlvaine)*

- d. BOC-10-050825 Motion to award the 2025 Storm Sewer Inlets and Manhole Structures Bid to XXXXX in the amount of XXXXX and authorize the Township Manager to execute the contract. *(Mr. Jones)*

FINANCE COMMITTEE

- a. FC-01-050825 Motion to approve the March 2025 expenditures in the amount of \$3,828,010.26 and salaries and wages in the amount of \$2,476,708.68 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 June 2025. *(Ms. Hermann)* [\(Click here to view supporting information for expenditures in March 2025.\)](#)

- b. FC-02-050825 Motion to adopt Resolution No. 25-017 authorizing the Township Manager and/or Finance Director to enter into an agreement with the Pennsylvania Local Government Investment Trust ("PLGIT") and its' banking partner, BMO Harris Bank, to participate in the Payment Solutions P-Card Program. *(Ms. Hermann)*

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 meeting of the Board of Commissioners of the Township of Abington was held on Thursday, April 10, 2025 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 BRODSKY, ROTHMAN, DiPLACIDO, LANEY-MARTIN, BROWNE, WINEGRAD, HENRY, ZAPPONE, YOUNG-GERTZ, SPIEGELMAN, BOLE, SCHREIBER, BOWMAN, VAHEY, HECKER

Also Present: Township Manager Christman
Township Solicitor Clarke

PLEDGE OF ALLEGIANCE

BOARD VICE PRESIDENT ANNOUCEMENTS:

President Hecker congratulated Chief Pat Molloy, who throughout his illustrious career, has led the Abington Police Department with distinction and has been a voice and model for departments across the county, which is reflective in the roles he is continuously asked to take on.

This past week, Chief Molloy was inducted to be the head of the Police Chiefs Association of Montgomery County that oversees 50 active chiefs throughout the county. This is both a reflection of his leadership and what he has instilled here in the Police Department of Abington Township, which is the envy of Townships across the Commonwealth and the country, and we are very proud.

On behalf of the Board of Commissioners of Abington Township and the community, he thanked Chief Molloy for his leadership and dedication of many years, and we are delighted that he has been recognized for it.

PUBLIC COMMENT ON AGENDA ITEMS:

Adele Kubel, resident, expressed concern about the minutes. She asked how she can get severe rat infestation and code violations of VIP speculators on the agenda. She also expressed concern about the properties in the photos that she presented.

Joe Rooney, resident, commented that we are blessed to have a great Chief as well as a great police department, and he thanked the Board for recognizing them. Regarding items listed under the finance section, he asked if the amounts were correct for the Solicitor's retainer and land development litigation. Also, he asked if the name of the Solicitor's firm has changed, and if so, does that require Board action?

President Hecker replied that the Township retained the firm, and Mr. Clarke has been the lead Solicitor and continues to be so; however, the Township has access to the team of lawyers that are part of that firm. He does not believe Board action would be required if the name changes.

Lora Lehmann, resident, clarified that Rudolph Clarke has changed their name but has the same people. Is that correct? Also, she expressed concern about the consent agenda that no one has consented to, and she wrote a letter regarding how things are being approved.

Solicitor Clarke explained that in November, Ed Rudolph left the firm, so we changed the name of the firm. Lauren Gallagher, Greg Heleniak and himself have always done the work for the Township and that has remained the same.

CONSENT AGENDA:

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

To approve the minutes from the Board of Commissioners Regular Meeting of March 13, 2025.

To approve the escrow release request for LD-22-02 Huntingdon Valley Shopping Center (Chipotle Pad Site) in the amount of \$287,490.23.

To adopt Resolution No. 25-014 authorizing the destruction of certain Parks and Recreation Records.

To appoint Monique Allen to the Human Relations Commission to fill the term ending on 12/31/2027 as recommended by the Human Relations Commission and Katie Newell to the Planning Commission to fill the term ending on 12/31/2028.

To approve the stipulation to settle the matter of 801 Old York Road v. the Montgomery Assessment Appeals ET AL and authorize Wisler Pearlstine to sign the stipulation on behalf of the Township of Abington.

Proclamation recognizing April 6 – April 12, 2025 as National Library Week.

To adopt Resolution No. 25-015 recognizing April as Fair Housing Month.

MOTION was ADOPTED 15-0.

UNFINISHED BUSINESS:

Item BOC-02-031325:

Vice President Vahey made a MOTION, seconded by Commissioner Spiegelman to authorize the advertisement of Traffic Safety Ordinance No. 2227 amending Chapter 156 “Vehicles and Traffic,” Article III – Section 25 “Parking Regulations,” - “No Parking Here to Corner” to add the following restrictions: “No Parking Here To Corner” on Keswick Avenue., east side, move existing sign from 30’ south of Oakdale Ave. to a point 70’ south of Oakdale Ave., on Arnold Ave., east side, 30’ north of Woodland Rd., on Pershing Ave., south side, driveway of 2428 Pershing Ave. to Arnold Ave. and “No Parking Here to Corner” on Oakdale Ave., south side 30’ east from the intersection with Keswick Ave., and “Special Parking Zones” 1226 Hall Ave., “Handicapped Parking.”

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

MOTION was ADOPTED 15-0.

NEW BUSINESS:

Item BOC-07-041025:

Vice President Vahey made a MOTION, seconded by Commissioner Schreiber to award the following annual Public Works Materials Bids and authorize the Township Manager to execute all contracts for the following bids and authorize readvertisement of the 2025 Storm Sewer Inlets and Manhole Structures:

- 2025 Ready Mix Concrete Bid - Bid Award to **J.D.M Materials, Co.** in the amount of **\$24,815.00.**
- 2025 Storm Sewer Inlets and Manhole Structures Bid – No Bids Received.
- 2025 Engineered Retaining Wall Block Bid – Bid Award to **J.D.M. Materials Company** in the amount of **\$28,760.00.**
- 2025 Superpave Materials Bid – Bid Award to **Eureka Stone Quarry, Inc.** in the amount of **\$1,368,475.00.**

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

MOTION was ADOPTED 15-0.

Item BOC-08-041025:

Vice President Vahey made a MOTION, seconded by Commissioner Schreiber to approve the Eastern Montgomery County Regional Emergency Management Group Mutual Aid Agreement for Emergency Services.

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

MOTION was ADOPTED 15-0.

Item BOC-09-041025:

Vice President Vahey made a MOTION, seconded by Commissioner Schreiber to adopt Resolution No. 25-016 revising the Plan Document for the ATFD Length of Service Award Program (LOSAP).

Mr. Tom McAneney, Director of Fire & Code Services, explained that the Township had a Length of Service Awards Program for the Fire Department dating back to 2005 whereby certain funds from the annual payment in-lieu-of taxes from the hospitals are deposited into a fund. As members become 60 years old and vested, they get an award as part of the program.

The vesting time is 10 years, and if a member transfers from ATFD to another in their 9th year they lose the service, and this resolution will revise that. The other part of this amendment will allow when the members become 60 years old, they can opt for a three-year deferral in which they can do that three different times, so they can defer up until they turn 69. There is no cost to the Township.

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

MOTION was ADOPTED 15-0.

Item BOC-10-041025:

Vice President Vahey made a MOTION, seconded by Commissioner Schreiber to approve the scope of services and authorize the bidding process for Roslyn Fire Company Floor Replacement.

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

MOTION was ADOPTED 15-0.

Item BOC-11-041025:

Vice President Vahey made a MOTION, seconded by Commissioner Zappone to award the Ardsley Wildlife Sanctuary Phase II Project to Think Green LLC, in the amount of \$296,252.59 and allocate contingency funding in the amount of \$14,812.63 for any unseen expenditures during construction and authorize the Township Manager to execute all contracts.

President Hecker asked for any comments from Commissioners.

Commissioner Winegrad clarified that this amount is not coming from the Township's contingency fund and that this project will be completed by the end of 2025. Is that correct?

Manager Christman replied yes.

Commissioner Winegrad asked who will be managing the project as he wants to be sure this will get done on a timely basis.

Manager Christman replied it will be managed through his office as well as through Parks & Rec who will take charge of the project moving forward.

MOTION was ADOPTED 15-0.

FINANCE COMMITTEE:

Item FC-01-041025:

Commissioner Winegrad made a MOTION, seconded by Commissioner Brodsky to approve the February 2025 expenditures in the amount of \$4,071,071.91 and salaries and wages in the amount of \$2,536,622.84 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 May 2025.

Roll call resulted in motion being passed 15-0.

PUBLIC COMMENT:

Adele Kubel, resident, expressed concern that hundreds of destroyed or decayed homes are controlled by speculators; blighted homes are turned into rentals properties; the EDC is a nightmare; there are no bollards to protect pedestrians on Old York Road; and there has been an increase in traffic accidents in the past two years. Not adequately funding Briar Bush or a new Roslyn Library saves money in the "trickled down economy," and streets are pitted with potholes. She also expressed concern about the properties in photos that she presented.

Joe Rooney, resident, commented that we spent four or five meetings worrying about plastic bags, and he hopes there is an equal discussion about the environmental impact of tearing down the middle school as it will be 14,000 lbs. of rubble that will need to be disposed of. Green space will be paved over, there will be more impervious surface, and tons of debris will be disposed of as well as all the costs associated with it.

George Salona, 1211 Nolen Road, congratulated Chief Molloy, and the Citizens Police Academy is terrific. The Economic Development Corporation was foisted on the citizens, and there are no videos in the archives, and he cannot find any record of activity by the EDC on the Township website. So, what are they doing? Did they apply for tax exempt status and was it granted? Have they filed Form 990?

Regarding the new school, voting “yes” is irresponsible. He expressed concern about overestimating costs and questioned whether there would be corporate donors or are the citizens of Abington expected to pay for it, and no one has received a survey or questionnaire.

Ellen Stark, resident, 372 Sylvania Avenue, congratulated Chief Molloy for the excellent job that he has done, and she is sure he will do a fabulous job as President of the Chiefs Association. She presented a petition from the Fairhill, Easton Road, and Glenside community that she read in the record.

Harry May, resident, 2422 Fairhill Road, read a statement from the Skully Management Company who owns Rosemore Gardens Apartments at the corner of Fairhill and Rosemore into the record. The intersection of Easton Road and Fairhill Avenue has been very hazardous relating to crossing Easton Road. A flashing light alerting motorists at pedestrian crossings would have merit and may save a life and serious consideration should be given to this situation.

Maria Hughes, resident, 305 Abington Avenue, expressed concern about the same intersection as mentioned by Ms. Stark, which is very dangerous, and children cross there. She thanked the Board for taking our petition into serious consideration.

Delores Johnson, 2428 Woodland Road, expressed concern about the bridge out on Easton Road causing traffic to come down the side streets where there are many children. It is a county project, and they do not return calls or show up at our meetings. A tractor trailer ripped the electrical box from her house to the point that the breaker box in the basement shifted, and if the officer did not see it, the truck driver would have gotten away with it because he did not know he had taken the lines down. Something needs to be done.

Krystn Kuckleman, President of Greater Glenside Civic Association, urged the Township to increase its focus on pedestrian safety. Over the past few years, there has been growing concern about speeding, dangerous intersections, and areas that are not safe to cross on foot including Parkdale and Easton, which is the gateway to our biggest open space at Glenside-Weldon.

Pedestrian fatalities are rising across the country and infrastructure changes can save lives. Better signage is needed as well as painted crosswalks, and there are specific intersections that need immediate attention. A campaign needs to be implemented across the Township to prioritize improving pedestrian safety, so let's put together a comprehensive plan.

Lori McCaffrey, resident, 2241 Wharton Road, read an email into the record regarding the state of Keswick Village.

Monique Allen, resident, 203 Marko Road, introduced herself as she was newly appointed to the Human Relations Commission.

Ross Able, resident, with Jenkintown Abington Neighbors and Bike Montgomery County, thanked those who brought awareness to the needs that we have for safer streets in Abington. He also thanked Manager Christman and the police officers for discussing traffic calming ideas, and he is excited about the traffic calming policy being drafted.

He provided statistics on pedestrians being hit and killed in Abington and suggested forming a Traffic Calming Committee to establish a Township and citizen-led effort to address the many dangerous roads in the Township. Let's cut the red tape to require mandatory calming zones around schools to protect our kids and engage Jenkintown and Cheltenham and State reps to pursue a multi-municipal traffic calming study for Rt. 611 and Easton Road.

Also, the DVRPC is working on a regional Vision Zero Action Plan and taking public submissions where you can tag dangerous pedestrian locations showing where improvements are needed.

Lora Lehmann, resident, expressed concern about information not being available on the Economic Development Corporation. Also, she sent a letter to the Board regarding things not being done according to laws, codes and policies as well as about documents being scanned and distributed.

Marla Copeland, resident, asked about getting answers regarding the traffic on Arnold Avenue.

President Hecker replied answers will be communicated through Township communication channels, and we will coordinate with the Township Manager to ensure answers to questions will be available to anyone who is interested.

Vice President Vahey recognized everyone from Glenside who were present this evening. It is awesome to see this much engagement, and he thanked them for their time and commitment. It is a challenging issue and need to look at it from a Township perspective. We do take it seriously and will do what we can to address these concerns.

Commissioner Winegrad said it is time to begin looking into a consistent Traffic Calming Policy with criteria that everyone can count on. Clearly there is a need around schools and other areas. At the last meeting, Officer Coughlin did an excellent job responding to residents. We can provide a forum through a Safety Committee or Traffic Calming Committee, which is something he could support.

ADJOURNMENT: 8:07 p.m.

Respectfully submitted,

Liz Vile, Recording Secretary

The following resolutions were adopted by the Board of Commissioners on April 10, 2025:

Resolution No. 25-014

Resolution No. 25-015

Resolution No. 25-016



*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

<u>May 8, 2025</u>	<u>BOC-02-050825</u>	FISCAL IMPACT
<i>DATE</i>	<i>AGENDA ITEM NUMBER</i>	Cost > \$10,000
<u>Police</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>DEPARTMENT</i>		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes <input type="checkbox"/> No <input type="checkbox"/>

AGENDA ITEM:

Traffic Safety Ordinance 2227

EXECUTIVE SUMMARY:

No Parking Here to Corner	Side	Location
Keswick Ave. Arnold Ave.	East Side	Move existing sign from 30' south of Oakdale Ave. to a point 70' south of Oakdale Ave.
Pershing Ave.	South Side	Driveway of 2428 Pershing Ave to Arnold Ave.
No Parking Corner to Here		
Oakdale Ave.	South side	30' east from the intersection with Keswick Ave.

Name of Highway	Authorized Purpose of Vehicle	Location

Hall Ave.

Handicapped
Parking

1226 Hall Ave.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTIONS:

Motion to adopt Traffic Safety Ordinance #2227 amending Chapter 156 - "Vehicles and Traffic," Article III – Section 25 “Parking Regulations,” – “No Parking Here to Corner” to add the following restrictions: No Parking Here to Corner on Keswick Ave., East Side, Move existing sign from 30' south of Oakdale Ave. to a point 70' south of Oakdale Ave. on Arnold Ave, East side, 30' North of Woodland Rd., on Pershing Ave., South Side, Driveway of 2428 Pershing Ave to Arnold Ave. and "No Parking Corner to Here" on Oakdale Ave, South Side, 30' east from the intersection with Keswick Ave., and "Special Parking Zones" 1226 Hall Ave., "Handicapped Parking." (*Ofc. Coughlin*)

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2227

**AN ORDINANCE AMENDING
CHAPTER 156 – “VEHICLES AND TRAFFIC,”
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 OR STANDING”; AND
SECTION 28 – “SPECIAL PURPOSE PARKING ZONES”**

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

WHEREAS, pursuant to section 1502.20 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 –

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 28 – “Special Purpose Parking Zones,” should be amended for the health, safety, morals, general welfare, cleanliness, beauty, convenience and comfort of the Township and the inhabitants thereof.

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

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

No Parking Here to Corner	Side	Location
Keswick Ave.	East Side	Move existing sign from 30' south of Oakdale Ave. to a point 70' south of Oakdale Ave.
Arnold Ave.	East Side	30' north of Woodland Rd. Driveway of 2428 Pershing Ave to Arnold Ave.
Pershing Ave.	South Side	
No Parking Corner to Here		
Oakdale Ave.	South side	30' east from the intersection with Keswick Ave.

2. Chapter 156 – “Vehicles and Traffic,” Article III, “Parking Regulations,” Section 28 –
 “Special Purpose Parking Zones” shall be amended to **add** the following restrictions:

Name of Highway	Authorized Purpose of Vehicle	Location
Hall Ave.	Handicapped Parking	1226 Hall Ave.

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 _____, 2021.

TOWNSHIP OF ABINGTON
 BOARD OF COMMISSIONERS

Attest:

 Christopher S. Christman
 Township Manager & Secretary

By: _____
 Thomas Hecker, President

*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

<u>May 8, 2025</u>	<u>BOC-03-050825</u>	FISCAL IMPACT
<i>DATE</i>	<i>AGENDA ITEM NUMBER</i>	Cost > \$10,000
<u>Police</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>DEPARTMENT</i>		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes <input type="checkbox"/> No <input type="checkbox"/>

AGENDA ITEM:

Traffic Safety Ordinance 2228

EXECUTIVE SUMMARY:

No Parking Here to Corner	Side	Location
Hemlock Circle	East side (north bound)	51 feet south of Canterbury Rd.
Thomson Rd.	East side	30 feet south of existing stop sign
Thomson Rd.	West side	30 feet south of the corner with Woodland Rd.
Thomson Rd.	East side	30 feet north of Woodland Rd.
Woodland Rd.	South side	30 feet west of Thomson Rd.
Woodland Rd.	South side	30 feet east and west of Wunderland Rd..
Wunderland Rd.	West side	30 feet south of Woodland Rd.
Wheatsheaf Lane	West Side	30 feet north of posted stop sign at Susquehanna Rd.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to authorize advertisement of Traffic Safety Ordinance No. 2229 amending Chapter 156 - "Vehicles and Traffic," Article III - Section 25 'Parking Regulations,'"No Parking Here to Corner" to add the following restrictions: No Parking Here to Corner on Hemlock Circle East side (north bound) 51 feet south of Canterbury Rd., on Thomson Rd. East side 30 feet south of existing stop sign, on Thomson Rd. West side, 30 feet south of the corner with Woodland Rd., on Thomson Rd. East side 30 feet north of Woodland Rd., on Woodland Rd. South side 30 feet west of Thomson Rd., on Woodland Rd. South side 30 feet east and west of Wunderland Rd., on Wunderland Rd. West side 30 feet south of Woodland Rd., and on Wheatsheaf Lane West Side 30 feet north of posted stop sign at Susquehanna Rd. (*Ofc. Coughlin*)

**TOWNSHIP OF ABINGTON
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2228

**AN ORDINANCE AMENDING
CHAPTER 156 – “VEHICLES AND TRAFFIC,”
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 OR STANDING”**

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 III – “Parking Regulations,” at Section 25 – “Parking Prohibited at All Times; No Parking Between Signs; No Parking Here to Corner, Parking Prohibited Except Certain Hours, No Stopping or Standing” to **add** the following restrictions:

No Parking Here to Corner	Side	Location
Hemlock Circle	East side (north bound)	51 feet south of Canterbury Rd. 30 feet south of existing stop sign
Thomson Rd.	East side	30 feet south of the corner with Woodland Rd. 30 feet north of Woodland Rd.
Thomson Rd.	West side	30 feet west of Thomson Rd.
Thomson Rd.	East side	30 feet east and west of Wunderland Rd..
Woodland Rd.	South side	30 feet south of Woodland Rd.
Woodland Rd.	South side	30 feet north of posted stop sign at Susquehanna Rd.
Wunderland Rd.	West side	
Wheatsheaf Lane	West Side	

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

ORDAINED AND ENACTED this _____ day of _____, 2021.

TOWNSHIP OF ABINGTON
BOARD OF COMMISSIONERS

Attest:

Christopher Christman
Manager & Secretary

By: _____
Thomas Hecker, President Township

[]

*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

<u>May 8, 2025</u>	<u>BOC-04-050825</u>	FISCAL IMPACT
<i>DATE</i>	<i>AGENDA ITEM NUMBER</i>	Cost > \$10,000
<u>Administration</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>DEPARTMENT</i>		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes <input type="checkbox"/> No <input type="checkbox"/>

AGENDA ITEM:

APPOINTMENTS BCCC - 2025

EXECUTIVE SUMMARY:

The Township Board of Commissioners actively engages citizens to serve on our volunteer Boards, Commissions, Committees and Councils.

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Motion to appoint Michael Bova to the Vacant Property Review Board to fill the term ending on 12/31/2026 as recommend by the Vacant Property Review Board. (*Mr. Hirt*)



Bio for Michael A. Bova

CAREER

As the Client Service Group Lead for Accenture's Northeast Health and Public Service business, Mr. Bova is responsible for all payer, provider and public sector client service and business performance. He is part of the North America Health Leadership Team and his clients include: health insurance companies, PBMs, hospitals and health systems, state and municipal governments, higher education and non-profit organizations. He is also focused on innovation, emerging technologies and developing business segments, entrants and ecosystems. He previously led the Accenture Payer Growth Portfolio and helped launch Accenture's Health Analytics and Pega practices. He has over 30 years of experience focused on health operational strategy, performance improvement and informatics. He is deeply skilled in program and journey management on large digital and transformational engagements.

[]

BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING

AGENDA ITEM

May 8, 2025

BOC-05-050825

FISCAL IMPACT

DATE

AGENDA ITEM NUMBER

Cost > \$10,000

Yes No

Administration

DEPARTMENT

PUBLIC BID REQUIRED

Cost > \$20,100

Yes No

AGENDA ITEM:

Authorization of advertisement of Ordinance NO. 2229 adding the G-3 Art Gallery or Museum Use

EXECUTIVE SUMMARY:

The Board of Commissioners has determined that the Code of the Township of Abington should be amended by adding the G-3 Art Gallery or Museum use as a permitted use in the R1 Low-Density Residential District within Abington Township for the maintenance of peace, good government, health and welfare of the Township and its residents.

PREVIOUS BOARD ACTIONS:

4-10-25 - Presentation at the Working Session

RECOMMENDED BOARD ACTIONS:

Motion to authorize advertisement of Ordinance No. 2229 amending the Code of the Township of Abington at Part II [General Legislation], Chapter 162 [Zoning] by amending and restating Article III [R1 Low-Density Residential District], and the Use Matrix Appendix to include the G-3 Art Gallery or Museum Use as a Permitted Use in the R1 Low-Density Residential District and Article XXI [Use Regulations] to establish regulations for the G-3 use where located in the R1 Low-Density Residential

District. (*Mr. Clarke*)

ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2229

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 III [R1 LOW-DENSITY RESIDENTIAL DISTRICT] AND THE USE MATRIX APPENDIX TO INCLUDE THE G-3 ART GALLERY OR MUSEUM USE AS A PERMITTED USE IN THE R1 LOW-DENSITY RESIDENTIAL DISTRICT AND ARTICLE XXI [USE REGULATIONS] TO ESTABLISH REGULATIONS FOR THE G-3 USE WHERE LOCATED IN THE R1 LOW-DENSITY RESIDENTIAL DISTRICT

CERTIFICATION

I, CHRISTOPHER S. CHRISTMAN , 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. _____.

Christopher S. Christman, Township Manager
_____, 2025

ENACTED: _____

ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2229

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 III [R1 LOW-DENSITY RESIDENTIAL DISTRICT] AND THE USE MATRIX APPENDIX TO INCLUDE THE G-3 ART GALLERY OR MUSEUM USE AS A PERMITTED USE IN THE R1 LOW-DENSITY RESIDENTIAL DISTRICT AND ARTICLE XXI [USE REGULATIONS] TO ESTABLISH REGULATIONS FOR THE G-3 USE WHERE LOCATED IN THE R1 LOW-DENSITY RESIDENTIAL DISTRICT

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 by adding the G-3 Art Gallery or Museum use as a permitted use in the R1 Low-Density Residential District within Abington Township for the maintenance of peace, good government, health and welfare of the Township and its residents.

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

SECTION 1. Amendment to Chapter 162 [Zoning], Article III [R1 Low-Density Residential District], to provide for Use: G-3 Art Gallery or Museum as a use permitted by Conditional Use.

The Code of the Township of Abington, Part II [General Legislation], Chapter 162 [Zoning], Article III [R1 Low-Density Residential District] is hereby restated and amended by adding Use G-3 Art Gallery or Museum as a use permitted by Conditional Use in the R1 Low-Density Residential District, as follows:

Section 301. PERMITTED USES:

By reference, Use G-3 Art Gallery or Museum shall be marked with a "CU", corresponding to "Conditional Use" in the Comprehensive Use Matrix Appendix, as further provided in this Ordinance.

SECTION 2. Amendment to Chapter 162 [Zoning], Article XXI [Use Regulations], to add provisions for Use G-3: Art Gallery or Museum.

The Code of the Township of Abington, Part II [General Legislation], Chapter 162 [Zoning], Article III [R1 Low-Density Residential District], Section 2103 [Categories of Permitted Uses], Subsection 2103.G [Entertainment/Recreation Uses] is hereby restated and amended to add additional criteria to Use G-3: Art Gallery or Museum where located in the R1 Low-Density Residential District], by adding the underlined (example) language, as follows:

§ 2103.G. Entertainment/Recreation Uses:

...

Use G-3: Art Gallery or Museum: A public or private facility that is operated as a repository or collection of works of individual art pieces not mass produced, consisting of one or more of the following: paintings, drawings, etchings or sculptures; may include the sale or loan of the individual art pieces or the sale of related objects and services.

1. An Art Gallery shall not exceed 3,000 square feet.
2. A museum is a building or place, open to the general public, with entry provided for free or a fee; where works of art, scientific specimens, or other objects of permanent value are kept and displayed.
3. Where located in the R1 Low-Density Residential District, the following regulations shall apply:

- a. Limited Use Permitted. Only a museum may be located in R1 Low-Density Residential District as permitted under this Use. No Art Gallery use shall be permitted in the R1 Low-Density Residential District.
- b. Minimum Lot Area. A minimum gross lot area of 10 acres shall be provided.
- c. Second Principal Use. A museum use may constitute a second principal use on a lot. No more than two (2) principal uses may exist on a lot.
- d. Public Operating Hours. A museum shall have limited public operating hours of 10:00 am to 10:00 pm.
- e. As part of a conditional use approval, the Board of Commissioners may reduce the parking requirements of Section 2304.G where good cause is shown that the museum will be adequately served and the modification will reduce the environmental impact of the use.

SECTION 3. Amendment to Chapter 162 [Zoning], Comprehensive Use Matrix Appendix to change the designation for Use G-3 in the R1 Zoning District.

The Code of the Township of Abington, Part II [General Legislation], Chapter 162 [Zoning], Comprehensive Use Matrix Appendix is hereby restated and amended to change the designation of Use G-3 Art Gallery or Museum by removing the designation marked with an “N”, corresponding to “Not Permitted” and to mark the Use G-3 Art Gallery or Museum with a “CU”, corresponding to “Conditional Use” for the column listed as “R1” corresponding to the R1 Low-Density Residential District.

SECTION 4. 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 5. 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 effect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 6. Effective Date.

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

ORDAINED AND ENACTED this _____ day of _____ 2025, by the
Abington Township Board of Commissioners.

ABINGTON TOWNSHIP
BOARD OF COMMISSIONERS

THOMAS HECKER
President

[Seal]

Attested by:

Christopher S. Christman
Township Manager & Secretary



*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

May 8, 2025

BOC-06-050825

DATE

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT	
Cost > \$10,000	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
PUBLIC BID REQUIRED	
Cost > \$20,100	
Yes <input type="checkbox"/>	No <input type="checkbox"/>

AGENDA ITEM:

Mobile Food Vendor Ordinance No. 2230

EXECUTIVE SUMMARY:

Mobile Food Vendors provide a distinct service and business model to the residents and businesses of Abington Township which requires specific regulation and oversight to ensure safe and orderly operation.

PREVIOUS BOARD ACTIONS:

4-10-25 - Presentation at the Working Session

RECOMMENDED BOARD ACTIONS:

Motion to authorize advertisement of Ordinance No. 2230 amending the Code of the Township of Abington at Part II [General Legislation] creating Chapter 89 [Food Trucks and Mobile Food Vendors] to provide regulations for the operation of Mobile Food Vendors. *(Mr. McAneney)*

ABINGTON TOWNSHIP

ORDINANCE NO. 2230

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF ABINGTON AT PART II [GENERAL LEGISLATION] CREATING CHAPTER 89 [FOOD TRUCKS AND MOBILE FOOD VENDORS] TO PROVIDE REGULATIONS FOR THE OPERATION OF MOBILE FOOD VENDORS

CERTIFICATION

I, CHRISTOPHER CHRISTMAN, BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT I AM THE SECRETARY AND TOWNSHIP MANAGER OF ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA AND THAT ATTACHED HERETO IS A TRUE AND COMPLETE CORRECT COPY OF ORDINANCE NO. ____.

Christopher Christman, Township Manager
_____, 2025

ENACTED: _____

ABINGTON TOWNSHIP

ORDINANCE NO. 2230

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF ABINGTON AT PART II [GENERAL LEGISLATION] CREATING CHAPTER 89 [FOOD TRUCKS AND MOBILE FOOD VENDORS] TO PROVIDE REGULATIONS FOR THE OPERATION OF MOBILE FOOD VENDORS

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, and welfare of the residents of Abington Township;

WHEREAS, Mobile Food Vendors provide a distinct service and business model to the residents and businesses of Abington Township which requires specific regulation and oversight to ensure safe and orderly operation;

WHEREAS, The First Class Township Code authorizes the Board of Commissioners to make, amend and adopt amendments to the Code of the Township of Abington, 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 have determined that certain amendments to the Code of the Township of Abington, as amended, are required for the orderly administration of the laws of Abington Township.

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

SECTION 1. Creation of Chapter 89.

The Code of the Township of Abington, Part II [General Legislation] is hereby amended to create Chapter 89 [Food Trucks and Mobile Food Vendors], as follows:

§ 89-1. Definitions.

HOST BUSINESS

Any business or institution operating with a physical location in Abington Township that obtains a permit to allow a Mobile Food Vendor to operate under its supervision.

MOBILE FOOD UNIT

Any motorized or non-motorized vehicle, including but not limited to food trucks, carts, stands, kiosks, any other device designed to be portable and not permanently attached to the ground and ancillary equipment from which food products are intended to be prepared, sold, and/or distributed, including pre-packaged foods.

MOBILE FOOD VENDORS

An individual or organization engaged in the operation of a Mobile Food Unit.

§ 89-2. Scope and Intent.

The provisions of this Chapter apply to Mobile Food Vendors and a Host Business, as applicable, engaged in the business of cooking, preparing, and distributing food or beverage with or without charge in public and/or private restricted spaces. This Chapter shall not apply to vehicles that dispense food that move from place-to-place and are not stationary in the same location for more than fifteen (15) minutes at a time, such as ice cream trucks, pushcarts, or stands located on sidewalks.

§ 89-3. General Regulations.

- A. Permits, as provided in this Chapter, shall be required to located and operate a Mobile Food Unit, as defined in this Chapter, within Abington Township.
- B. A Mobile Food Vendor or Host Business shall obtain and maintain insurance as outlined in Section 89-6 of this Chapter.
- C. A Mobile Food Vendor shall receive and obtain written permission from the property owner on which the Mobile Food Vendor intends to operate a Mobile Food Unit.
- D. Permitted Locations of Operation.
 - (1) Mobile Food Vendors and Mobile Food Units shall only be permitted to operate under a Host Business Location Permit or Single Event Location Permit in the BC – Business Center, MSH – Main Street High Density, MSL – Main Street Low Density, MSVC – Main Street Village Center, SI-G – Suburban Industrial Glenside, and SI-W – Suburban Industrial Willow Grove.
 - (2) Mobile Food Vendors shall be permitted to operate under a Single Event Location Permit on private residential property located in any Zoning District, at the request of the owner, for a private event for a duration of four (4) hours or less, exclusive of set-up and

breakdown which shall be limited to one (1) hour before and after operation.

(3) Mobile Food Vendors shall be permitted to operate in a location not specifically contemplated by this Ordinance where approved by the Zoning Officer in conjunction with a Special Use Permit. A Single Event Location Permit shall also be required.

E. A Mobile Food Unit shall operate on private property only and shall not be permitted to operate within a public right-of-way, except where authorized pursuant to a Special Use Permit, as provided in § 89-3.D(3).

§ 89-4. Permits.

A. Permits shall be issued for a period not to exceed one (1) year.

B. Permits are required to be renewed prior to the expiration date.

C. Permits are not transferrable.

D. Permits shall be conspicuously displayed as viewed by the customer.

E. Operation of any Mobile Food Unit requires two (2) permits: 1) Location Permit and 2) Mobile Food Unit Permit.

F. Location Permit. Two (2) types of Location Permit shall be available:

(1) Host Business Location Permit.

(a) A Host Business may obtain a permit for Mobile Food Vendors to operate under its supervision.

(b) A Host Business Location Permit is only valid for the operation of Mobile Food Units on the premises of the Host Business Location Permit holder, provided the premises is located in a Zoning District enumerated in § 89-3.D.

(c) A Host Business shall be responsible for ensuring that all requirements of this Chapter are fulfilled.

(d) No more than five (5) Mobile Food Vendors shall be permitted to operate at any one (1) time under a Host Business Location Permit.

(2) Single Event Location Permit.

(a) A Single Event Location Permit shall be available for Mobile Food Vendors to operate a Mobile Food Unit in any Zoning

District enumerated in § 89-3.D or as provided by §§ 89-3.D(2) or (3) on a specific date or for a specific occasion.

G. Mobile Food Unit Permit.

- (a) A Mobile Food Unit Permit permits a Mobile Food Vendor to operate a Mobile Food Unit within the Township pursuant to the terms of this Chapter and under a valid Location Permit.
- (b) The permit holder shall be responsible for ensuring that all requirements of this Chapter are fulfilled.
- (c) Two (2) types of Mobile Food Unit Permit shall be available:
 - [1] Food Truck. A Mobile Food Unit – Food Truck Permit is required for all mobile food units capable of on-site food preparation, including Mobile Food Facility Types 3 and 4, as defined by the Commonwealth of Pennsylvania Department of Agriculture.
 - [2] Food Cart. A Mobile Food Unit – Food Cart Permit is required for all mobile food units offering prepackaged or dispensed food and beverage, including Mobile Food Facility Types 1 and 2, as defined by the Commonwealth of Pennsylvania Department of Agriculture.
- (d) All Mobile Food Vendors shall obtain an Abington Township Business License prior to issuance of a Mobile Food Unit Permit. All applicable taxes are required to be paid. Failure to pay any taxes may result in the revocation of any issued permits.

H. Application for Permit.

- (1) A Host Business or Mobile Food Vendor desiring to provide for the operation of or operate a Mobile Food Unit in Abington Township shall submit complete and truthfully-stated applications.
- (2) All applications shall be accompanied by any fee, as established by resolution of the Abington Township Board of Commissioners.
- (3) All Location Permit applications shall include a site plan showing the proposed location of operation.
 - (a) All site plans shall provide for the following:
 - [1] All site plans shall be drawn to scale.

- [2] The proposed area of operation shall be an all-weather surface, unless otherwise approved by the Township Engineer.
- [3] The proposed area of operation, all walkways, buildings, hydrants, accessible routes, fire lanes, and regulatory signage shall be shown on the site plan.
- [4] The proposed area of operation shall not block any regulatory signage.
- [5] The proposed area of operation shall not interfere with any areas of clear sight distance.
- [6] The proposed location of trash receptacles, as required by § 89-5.A shall be shown.
- [7] If the use of a generator that is not integrated into the Mobile Food Unit is proposed, the proposed location of the generator shall be shown.

(b) All site plans shall be to the satisfaction of the Zoning Officer, Township Engineer and Fire Marshal.

- (4) All applications must include proof of insurance in the form of a certificate of insurance which names Abington Township as an additional insured party, as required by this Chapter.
- (5) All applications shall include written permission from the property owner on which the Mobile Food Vendor intends to operate a Mobile Food Unit.

I. Other licenses or permits. A permit obtained under this Chapter shall not relieve any Mobile Food Vendor of the responsibility of obtaining any other permit or authorization required by any other resolution, ordinance, statute, or administrative rule, including outside agency permits.

§ 89-5. Performance Regulations.

A. Mobile Food Vendors are responsible for providing receptacles for trash and recycling within five feet (5') of their operating location. Mobile Food Vendors and/or Host Business shall be responsible for servicing such receptacles. Any costs incurred by the Township by the Mobile Food Vendor or Host Business's failure to service or dispose of such receptacles or refuse shall be assessed to the responsible party.

B. Mobile Food Vendors may not sell or offer for sale any product or service:

- (1) Within fifteen feet (15') of a fire hydrant.

- (2) Within fifteen feet (15') of any building.
 - (3) Within fifteen feet (15') of any vehicle.
 - (4) Within fifteen feet (15') of any combustibles.
 - (5) Within twenty-five (25') of any flammable liquids or vapors.
 - (6) Within fifty feet (50') of any air intake for a building.
- C. Mobile Food Units may not block any regulatory signage.
 - D. Mobile Food Units may not interfere with any areas of clear sight distance.
 - E. Mobile Food Units may not block any vehicular or pedestrian passageways or areas of ingress/egress.
 - F. No cord, cable or equipment shall be extended across any public street, sidewalk or other public property. Any cord, cable or equipment on private property shall be arranged in a manner to not constitute a tripping hazard or impediment for accessible access.
 - G. All noise must comply with the provisions of Chapter 106.
 - H. Mobile Food Vendors may operate between the hours of 7:00 AM and 9:00 PM, exclusive of set-up and breakdown which shall be limited to one (1) hour before and after operation.
 - I. All Mobile Food Units shall be removed from the premises no later than 10:00 PM, unless written permission has been obtained from the property owner or Host Business to permit overnight parking.
 - J. Mobile Food Units shall not be permitted to park in a residential area overnight, subject to the provisions of Chapters 157 and 162.
 - K. Mobile Food Units shall provide operational and regularly-inspected fire suppression equipment to the satisfaction of the Fire Marshal.
 - L. Mobile Food Unit Safety Requirements. Mobile Food Units shall comply with the following regulations as applicable.
 - (1) Food Truck
 - (a) International Fire Code (2024)
 - (b) International Mechanical Code (2024)
 - (c) National Fire Protection Association 1 (2024)

- (d) National Fire Protection Association 96 (2024)
- (2) Food Cart
 - (a) International Fire Code (2024)
 - (b) National Fire Protection Association 1 (2024)
 - (c) National Fire Protection Association 96 (2024)
- (3) All Mobile Food Units must be equipped with a 2A-10BC fire extinguisher that is inspected annually and certified as meeting National Fire Protection Association standards.
- (4) All Mobile Food Units with a generator must provide a 3A-40BC fire extinguisher.
- (5) All Mobile Food Units utilizing a deep fat fryer must provide a type K fire extinguisher in addition to the required extinguisher requirements set forth in this Chapter.
- (6) The maximum amount of LPG gas that can be stored/used is two 100-pound tanks with LPG storage tanks only permitted to be stored/used on the exterior of the mobile food service vehicle; furthermore, all piping and fittings for the distribution and use of LPG gas must be UL or FM approved.
- (7) Any type of cooking inside the Mobile Food Units that produces grease laden vapors is required to be protected with an NFPA 96 compliant fire suppression system.
- (8) Any engine-driven source of power must be separated from the public by barriers, such as physical guards, fencing, or enclosures.
- (9) Any engine-driven power must comply with the following:
 - (a) At least 10 feet in all directions from openings and air intakes;
 - (b) At least 10 feet from every means of egress; directed away from all buildings;
 - (c) Directed away from all other cooking vehicles and operations.

§ 89-6. Insurance Requirements.

A. Mobile Food Vendors shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

- (1) Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;
\$1,000,000 personal and advertising injury;
\$1,000,000 general aggregate; and
\$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- (a) Liability arising from premises and operations;
(b) Liability arising from the actions of independent contractors; and
(c) Contractual liability including protection for the Mobile Food Vendor from bodily injury and property damage claims arising out of liability assumed under this contract.

- (2) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- (a) Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
(b) Automobile contractual liability

- (3) If the Mobile Food Vendor has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including 3 standard "other states" coverage; employers liability insurance or its equivalent with minimums as required by Pennsylvania law.

- (4) Errors and omissions liability insurance covering any Mobile Food Vendor operating under a Host Business Permit for liability for loss or damage due to an act, error, omission or negligence or its equivalent with minimum limits of:

\$1,000,000 per occurrence; and
\$1,000,000 aggregate.

B. Abington Township and the Township's insurer and their members, elected officials, trustees, officers and employees shall be named as

additional insureds on the Mobile Food Vendor's commercial general liability insurance and umbrella or excess liability insurance with respect to liability arising out of the services provided under any permit issued by the Township.

- C. Insurance or self-insurance provided to Abington Township and the Township's insurer and their members, elected officials, trustees, officers and employees under any Mobile Food Vendor's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from the Mobile Food Vendor's liability insurance policies required herein.)
- D. Insurance or self-insurance provided to Abington Township and the Township's insurer and their members, elected officials, trustees, officers and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to Abington Township and the Township's insurer and their members, trustees, officers and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Township and the Township's insurer and their members, trustees, officers and employees as specified herein.
- E. A Host Business is permitted to maintain the required insurances on behalf of a Mobile Food Vendor operating under a Host Business Location Permit provided the Host Business names the Mobile Food Vendor as an additional insured, in addition to the Township and the Township's insurer, and fulfills all other requirements of this section.

§ 89-7. Indemnification.

To the fullest extent permitted by law, by application for a permit under this Chapter, a Mobile Food Vendor agrees to defend, indemnify, pay on behalf of, and save harmless Abington Township, their trustees, elected officials, officers and employees against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Mobile Food Vendors for activities associated with their operation in the Township. The Mobile Food Vendor's obligation to defend and indemnify shall survive the termination of the permit.

§ 89-8. Enforcement and Penalty.

- A. Any person who violates any provision of this section shall be guilty of a summary offense.
- B. Each instance shall constitute a new and separate violation of this Ordinance.

- C. Upon issuance of a citation for a violation, the permit under which the Mobile Food Vendor operates shall be suspended and all operations shall cease.
- D. For every such violation, upon conviction, shall be sentenced to pay a fine of not less than \$250 nor more than \$1,000, and the costs of prosecution, and, in default of payment of fine and costs, to undergo imprisonment for not more than ninety (90) days.
- E. Upon conviction or guilty plea, a permit shall not be issued to the same entity for a period of one (1) year.

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 _____ 2025, by the Abington Township Board of Supervisors.

ABINGTON TOWNSHIP
BOARD OF COMMISSIONERS

[Seal]

THOMAS HECKER, President

Attested by:

CHRISTOPHER CHRISTMAN, Secretary



*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

<u>May 8, 2025</u>	<u>BOC-08-050825</u>	FISCAL IMPACT
<i>DATE</i>	<i>AGENDA ITEM NUMBER</i>	Cost > \$10,000
<u>Administration</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>DEPARTMENT</i>		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes <input type="checkbox"/> No <input type="checkbox"/>

AGENDA ITEM:

New Township Website

EXECUTIVE SUMMARY:

The Township last redesigned its website in 2019 and has since used Granicus for both website hosting and agenda management. Over time, several challenges have emerged, including a poor search function that has made it difficult for residents to find the information they need, lack of agenda and minutes integration within the website, and a backend that does not provide the design tools or flexibility we require. In response, we solicited quotes and held demos with three vendors: Granicus, CivicPlus, and Revize. After a thorough evaluation, the Township is recommending CivicPlus.

A key advantage of CivicPlus is its ease of navigation for residents. The improved site structure, modern design, and enhanced search capabilities will make it significantly easier for users to find the information they need quickly and efficiently. CivicPlus also includes features that promote resident engagement, such as options to subscribe to updates and notifications.

In addition to the improved resident experience, CivicPlus offers a more intuitive, user-friendly backend, strong search functionality, and a streamlined workflow that makes it easy to update content, create new pages, and adjust layouts with drag-and-drop tools. The platform also offers greater flexibility and customization options, which is especially important for departments with unique content needs. An additional benefit is that the Police and Fire Department websites and the agenda management website,

currently hosted separately, would be fully integrated as subsites within the CivicPlus platform—allowing for a more cohesive user experience and easier content management. Furthermore, CivicPlus offers a variety of modules that will allow the Township to transition other services to the website, such as Parks and Recreation rentals and programming. The ability to have a one stop shop for services we currently offer through multiple websites is significant and not an option through Granicus.

PREVIOUS BOARD ACTIONS:

On November 18, 2018, the Board authorized a contract with Vision (later purchased by Granicus) for the redesign of the Township website, and the hosting and maintenance of the Township's website, until December 22, 2023. Since then, the Township has paid Granicus an annual hosting and maintenance fee.

The 2025 capital budget included funding for a website redesign as approved by the Board of Commissioners.

RECOMMENDED BOARD ACTIONS:

Motion to approve an agreement with CivicPlus to develop and maintain a new Township website and provide agenda management services, in the amount of \$64,000 and authorize the Township Manager to execute the agreement. *(Ms. McIlvaine)*



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-96164-1
 3/21/2025 11:07 AM
 5/31/2025

Client:
 Abington Township, PA

Bill To:
 ABINGTON TOWNSHIP (MONTGOMERY
 COUNTY), PENNSYLVANIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	(785)-370-7821	may@civicplus.com		Net 30

Website

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
2.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee	0.0000	USD 2,626.00
2.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	26.5754	USD 8,943.11
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	0.0000	USD 5,103.00
1.00	Hosting & Security Annual Fee - Municipal Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	0.0000	USD 1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	0.0000	USD 600.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0.0000	USD 0.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	0.0000	USD 89.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: URL	26.5754	USD 116.01
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL	0.0000	USD 189.00
1.00	Ultimate Implementation - Municipal Websites Central	Ultimate Implementation - Municipal Websites Central	26.5754	USD 14,431.60
600.00	Website Content Development - 1 Page	Content Development - 1 Page	26.5755	USD 17,621.88

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	26.5754	USD 3,304.11
4.00	Alignment Virtual Consulting	Alignment Consulting - Virtual, up to 3 hours	26.5754	USD 2,202.74
1.00	Pay - Authorize.net	Pay - Authorize.net	0.0000	USD 0.00
1.00	Municipal Website External Processor Annual Fee - Authorize.net	Pay Maintenance and Support Annual Fee	0.0000	USD 1,785.00
1.00	Municipal Website External Processor Implementation - Authorize.net	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	26.5754	USD 2,202.74

Agenda & Meeting Management

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	0.0000	USD 7,500.00
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0.0000	USD -7,500.00
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	26.5754	USD 2,863.56
1.00	AMM Select: Historical Import Fee without Videos (500 - 750)	Historical import of between 500 and 750 meetings; Volume is calculated based on number of meetings being imported; Import does not include any video files	26.5754	USD 734.25

List Price - Initial Term Total	USD 90,473.00
Total Investment - Initial Term	USD 64,000.00
Annual Recurring Services (Subject to Uplift)	USD 19,080.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement.
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	Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-96164-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Revize Web Services Sales Agreement

This Sales Agreement is between Abington Township, Pennsylvania (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 1-15-2025

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>Abington Township</u>	Revize Software Systems
Company Address: <u>1176 Old York Road</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Abington, PA 19001</u>	Troy, MI 48084
Contact Name: <u>Grace Sekelewski 267.536.1000 ext. 1227</u>	248-269-9263
Billing Dept. Contact: <u>gsekelewski@AbingtonPA.gov</u>	
CLIENT Website Address: <u>www.abingtonpa.gov</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>
1	Phase 1: Kickoff Meeting and Discovery/Project Planning:
1	Phase 2 – Design Mockups/Wireframes: <ul style="list-style-type: none"> 1 mockup with unlimited rounds of changes Home page template and inner page design and layout Departmental Mockup with unlimited rounds of changes
1	Phase 3 & 4 – Revize HTML Template Development & CMS Integration: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications
1	Phase 5 – Quality Assurance Testing, Accessibility, and Custom Development:
1	Phase 6 – Sitemap Development and Content Migration: <ul style="list-style-type: none"> Site map development and content migration from old website including spell checking and style corrections – Migration up to 1,000 webpages and 1,000 documents
1	Phase 7 –Content Editing Training, onetime fee:
1	Phase 8 – Go Live:
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:
	\$8,900.00
1	Grand Total First Year
	\$53,900.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 40,425.00	2/1/2025	75% 1 st Year Project Costs
\$ 13,475.00	6/1/2025	25% 1 st Year Project Costs
\$ 8,900.00	2/1/2026	Year 2 of Annual Hosting & Maintenance
\$ 8,900.00	2/1/2027	Year 3 of Annual Hosting & Maintenance
\$ 8,900.00	2/1/2028	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Four-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

<p>Citizen’s Communication Center Apps</p> <ul style="list-style-type: none"> • Notification Center with Text/Email Alerts • Bid Posting • Document Center • Email Notify • FAQs • Job Posting • Multi-use Business Directory • News Center with Facebook/Twitter Integration • Online Forms • Photo Gallery • Quick Link Buttons • Revize Web Calendar • “Share This” Social Media Flyout App • Sliding Feature Bar • Language Translator <p>Citizen’s Engagement Center Apps</p> <ul style="list-style-type: none"> • Citizen Request Center with Captcha • Citizen Connect (Community Blog) • Curated “Smart Search” • Online Interactive Forms with Bookables (Public Records Request App) • Online Bill Pay • Public Service Request System • RSS Feed 	<p>Staff Productivity Apps</p> <ul style="list-style-type: none"> • Agenda Posting Center • Job Posting App • Image Manager • iCal Integration • Intranet • Link Checker • Menu Manager • Online Form Builder • Staff Directory • Website Content Archiving • Website Content Scheduling <p>Site Administration and Security Features</p> <ul style="list-style-type: none"> • Audit Trail • Auto Site Map Generator • History Log • URL Redirect Setup • Roles and Permission-based Security Mode • Secure Site Gateway • Unique Login/Password for each Content Editor • Web Statistics and Analytics • Workflows by Department <p>Mobile Device and Accessibility Features</p> <ul style="list-style-type: none"> • Font Size Adjustment • Alt-Tags • Responsive Website Design (RWD)
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Granicus Proposal for Abington, PA

ORDER DETAILS

Prepared By: Rob Lock
Phone:
Email: rob.lock@granicus.com
Order #: Q-398286
Prepared On: 04 Feb 2025
Expires On: 13 Mar 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 21 Dec 2025
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Enhanced Package	Milestones - 40/30/30	1 Each	\$19,950.00
Setup and configuration package: OpenForms License	Up Front	1 Each	\$0.00
Training: OpenForms	Upon Delivery	1 Each	\$0.00
OpenCities Security License - Services Setup and Configuration Package	Up Front	1 Hours	\$0.00
Granicus Web - Intranet-Specialty services pack - Branded Subsite	Milestones - 40/30/30	2 Each	\$9,500.00
SUBTOTAL:			\$29,450.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenForms Team License	Annual	1 Each	\$4,456.58
OpenCities SaaS License	Annual	1 Each	\$11,970.00
OpenCities Cloud Security License	Annual	1 Each	\$0.00
OpenCities Subsite License	Annual	2 Each	\$3,078.00
SUBTOTAL:			\$19,504.58

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.
- Additional volume purchased will cover the period of 24 Mar 2025 - 21 Dec 2025 The additional volume and annual fees will be added to Abington, PA's standard subscription and will be included in the next renewal period.

PRODUCT DESCRIPTIONS

Solution	Description
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Solution	Description
<p>Granicus Web - Enhanced Package</p>	<p>The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management <ul style="list-style-type: none"> ○ Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: <ul style="list-style-type: none"> ○ One (1) site analytics report based on Google Analytics ○ One (1) homepage heatmap analytics visualization ○ One (1) internal stakeholder survey ○ One (1) Community survey export ○ One (1) modular homepage wireframe based on predefined building blocks ○ Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) <ul style="list-style-type: none"> ○ Best practices review, one (1) hour session ○ Site scrape loaded into AIM framework document • One (1) Visual Design Package <ul style="list-style-type: none"> ○ One (1) homepage design concept ○ Interior page sample ○ Mobile version sample ○ Up to three (3) rounds of design revisions • Up to two (2) CX features <ul style="list-style-type: none"> ○ choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training <ul style="list-style-type: none"> ○ Delivered in three (3) non-consecutive sessions eight (8) hours total ○ Up to ten (10) people

Solution	Description
<p>OpenForms Team License</p>	<p>OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses.</p> <p>The Team plan enables powerful form building for up to:</p> <ul style="list-style-type: none"> • 5 users, 50 published forms. <p>Key features include:</p> <ul style="list-style-type: none"> • Drag and drop form builder • Display logic and calculations • Payments • Insights dashboard • Form analytics • Support team access • Save responses • Unlimited responses • Data connections and API access • Up to: 10GB file uploads, 1,000 web API calls per hour <p>This package does not include premium features such as workflow, workspaces, form versioning or custom documents. For these features, please consider OpenForms Enterprise.</p>

Solution	Description
OpenCities SaaS License	<p>The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes:</p> <ul style="list-style-type: none"> • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) • Comprehensive SLA and Support Ticketing system <p>See subscription agreement for details.</p>
OpenCities Cloud Security License	<p>Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks.</p> <p>Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.</p>
Setup and configuration package: OpenForms License	Setup and configuration of OpenForms
Training: OpenForms	1.5 hour OpenForms Training session for up to 25 people, delivered online.
OpenCities Security License - Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License

Solution	Description
Granicus Web - Intranet-Specialty services pack - Branded Subsite	<p>Branded subsites allow a department or organization to customize their pages with a unique color scheme and branding utilizing the framework of the main site.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Landing page – a carbon copy of the main website homepage layout and functionality • Unique design theme, including color palette for landing and interior pages • Development/CMS Implementation • Ability to refine homepage content via CMS widget settings • Individual navigation structure • Individual domain name • Individual search capabilities <p><i>** This package does not include content migration</i></p>
OpenCities Subsite License	<p>This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more.</p> <p>Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you.</p> <ul style="list-style-type: none"> • Use the full power of OpenCities modules to create functionally rich subsites • Reduce maintenance costs • All sites benefit from ongoing Accessibility, Browser, Device and UI updates • Easily share content such as events in between sites, even if each site looks different • Setup password protected sites to deliver secure information to authenticated users. • Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. • Does not include implementation services

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-398286 dated 04 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Abington, PA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[<input type="checkbox"/>] - No [<input type="checkbox"/>] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-398286 dated 04 Feb 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Abington, PA	
Signature:	
Name:	
Title:	
Date:	

[]

*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

<u>May 8, 2025</u>	<u>BOC-09-050825</u>	FISCAL IMPACT
<i>DATE</i>	<i>AGENDA ITEM NUMBER</i>	Cost > \$10,000
<u>Administration</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>DEPARTMENT</i>		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes <input type="checkbox"/> No <input type="checkbox"/>

AGENDA ITEM:

Cooperation Agreement - RACP - Holy Redeemer Health System

EXECUTIVE SUMMARY:

This agreement is required by the Pennsylvania Redevelopment Assistance Capital Program (RACP) for any project located within a municipality. In this instance, Holy Redeemer Hospital was the recipient of a RACP grant for its Cancer Center Expansion project and because it is located in Abington an agreement with the "host municipality" is required. The project has been completed and is operational at this time. Holy Redeemer is seeking reimbursement for allowable expenditures through the program. Per the agreement, any expenditures incurred by the Township for this agreement will be paid by Holy Redeemer.

PREVIOUS BOARD ACTIONS:

n/a

RECOMMENDED BOARD ACTIONS:

Motion to approve the Cooperation Agreement among Abington Township, the Redevelopment Authority of the County of Montgomery, Holy Redeemer Health System and authorize the Township Manager to execute the agreements. *(Ms. McIlvaine)*

COOPERATION AGREEMENT AMONG ABINGTON TOWNSHIP,
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY,
HOLY REDEEMER HEALTH SYSTEM

THIS COOPERATION AGREEMENT is made this _____ day of _____, 202____, among ABINGTON TOWNSHIP, having an address of 1176 Old York Road, Abington, Pennsylvania 19001 (hereinafter the “Township”), the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY, having an address of 104 W. Main Street, Suite 2, Norristown, Pennsylvania 19401 (hereinafter the “Authority”), HOLY REDEEMER HEALTH SYSTEM, having an address of 1648 Huntingdon Pike, Meadowbrook, Pennsylvania 19046 (hereinafter referred to as the “Developer”).

WHEREAS, the Authority is an independent agency created by the County of Montgomery (the “County”) existing to carry out the public purposes of the Pennsylvania Urban Redevelopment Law, Act of Assembly of May 24, 1945, P.L. 991, 35 P.S. §§ 1701 *et seq.*, as amended, and the Authority was established for the purpose, among other things, of encouraging economic revitalization and redevelopment within the Commonwealth of Pennsylvania (the “Commonwealth”); and

WHEREAS, the Township is a First Class Township organized under the laws of the Commonwealth and located in the County; and

WHEREAS, the Township is the host municipality for a construction project at the Holy Redeemer Hospital known as the Holy Redeemer Hospital Cancer Center Expansion project (the “Project”); and

WHEREAS, the Developer has a registered business address as stated above, and the Project site is located at 1648 Huntingdon Pike, Meadowbrook, Pennsylvania 19046; and

WHEREAS, in furtherance of its purpose, the Authority, together with the Developer, submitted an application on May 9, 2022 (the “Application”) to the Commonwealth’s Office of the Budget to receive a Two Million Dollar (\$2,000,000) grant (the “Grant Funds”) through the Commonwealth’s Redevelopment Assistance Capital Program (the “Program”) for the Project; and

WHEREAS, the Authority has entered into Contract No. ME 300-2730 with the Commonwealth’s Office of the Budget (the “OB Agreement”) attached hereto and incorporated hereby as **Exhibit “A”** setting forth the terms, requirements, obligations and conditions in connection with the use of the Grant Funds awarded to the Authority by the Commonwealth under the Program; and

WHEREAS, pursuant to the terms and conditions of a Sub-Grant Agreement dated _____ (the “Sub-Grant Agreement”), relating to the use of Grant Funds provided by the Program, entered into by and between the Authority and Developer, Developer will agree to comply with the terms of the Sub-Grant Agreement attached hereto as **Exhibit “B”**; and

WHEREAS, in accordance with the Program requirements, the Township, as host municipality for the Project, must authorize the Project and agree to reimburse certain contingent repayment obligations of the Authority pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Developer is solely responsible for the preparation, execution, and filing of all necessary documents, forms, and paperwork required under this Agreement and/or any other associated Agreement (e.g., the Indemnity Agreement, the Sub-Grantee Agreement), or required by the Authority and/or the Commonwealth of Pennsylvania in order for the Developer or Authority to obtain the Grant Funds from the Program; and

WHEREAS, the Township and the Developer have entered into a separate Indemnity Agreement confirming that the Developer agrees to indemnify the Township and repay, reimburse, or refund any expenditures required to be matched, paid, or refunded by the Township to the Authority and/or Commonwealth of Pennsylvania.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

1. The Township hereby authorizes the Project in accordance with the terms and conditions of this Agreement, the OB Agreement and the Sub-Grant Agreement. The Authority shall administer the Grant Funds in accordance with the terms and conditions of its contractual obligations and ensure that the Township shall receive a copy of each request for reimbursement for paid, eligible Project expenses submitted to the Commonwealth.

2. In accordance with the requirements of the Program, if funds are advanced to Developer and used in the Project for expenses that are determined by the Commonwealth to have been ineligible for reimbursement, and if the Authority is required to reimburse the Commonwealth for such amounts, the Township agrees to reimburse the Commonwealth for such amounts.

3. This Agreement shall commence upon full execution by the parties hereto and shall terminate upon the earlier to occur of: (a) disbursement of all Grant Funds and the issuance by the Commonwealth of the close out certificate; or (b) full repayment to the Commonwealth of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth (the "Termination Date").

4. Upon the Termination Date, the parties hereto shall have no further liabilities, obligations or responsibilities to each other under this Agreement.

5. There shall be no amendments to this Agreement without the written consent of the parties.

6. This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators and assigns and shall not be assigned to another party without written consent of each party hereto.

7. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above written.

ABINGTON TOWNSHIP

By: _____
Name:
Title:

Attest: _____

REDEVELOPMENT AUTHORITY OF
THE COUNTY OF MONTGOMERY

By: _____
Name:
Title:

Attest: _____

HOLY REDEEMER HEALTH SYSTEM

By: _____
Name:
Title:

Attest: _____

EXHIBIT “A”

Grant Agreement

Contract No. ME 300-2730

FC # _____

CONTRACT BETWEEN

**COMMONWEALTH OF PENNSYLVANIA
(acting through the OFFICE OF THE BUDGET)**

AND

Redevelopment Authority of the County of Montgomery

REDEVELOPMENT ASSISTANCE CONTRACT

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CONTRACT BETWEEN

COMMONWEALTH OF PENNSYLVANIA
(acting through the OFFICE OF THE BUDGET)

AND

Redevelopment Authority of the County of Montgomery

This CONTRACT is entered into as of the Effective Date by and between the Commonwealth of Pennsylvania (hereinafter “COMMONWEALTH”), acting through the Office of the Budget (hereinafter “OB”), and the [Redevelopment Authority of the County of Montgomery](#) (hereinafter “GRANTEE”) (hereinafter collectively “the PARTIES”).

BACKGROUND

The COMMONWEALTH, acting through OB, is authorized to approve funding for redevelopment assistance capital projects that have been itemized in a Capital Budget Project Authorization Act as Redevelopment Assistance Projects and that meet the standards for redevelopment assistance capital projects established in the Capital Facilities Debt Enabling Act, Act of February 9, 1999 (P.L. 1, No. 1) (hereinafter “CFDEA”);

The GRANTEE requested that a redevelopment assistance capital project known as the [Holy Redeemer Hospital – Cancer Center Expansion](#) (hereinafter “PROJECT”) be approved;

The GRANTEE desires to obtain funding, and is willing to comply with all applicable laws and requirements of OB relevant to the PROJECT; and

OB has determined that the PROJECT meets the requirements of the CFDEA and has approved the PROJECT for funding.

In consideration of the foregoing, the PARTIES, intending to be legally bound, agree as follows:

ARTICLE 1
EFFECTIVE DATE, INITIAL TERM, AND RENEWAL OF CONTRACT

- A. This CONTRACT shall commence and be binding upon the PARTIES on the last day of the month in which all signatories to this CONTRACT have affixed their signatures to the signature page (hereinafter “Effective Date”).
- B. This CONTRACT will terminate on the date that is three (3) years from the Effective Date (hereinafter “Initial Term”) unless it has either been terminated earlier pursuant to the provisions of Article 13 of this CONTRACT or been extended pursuant to the provisions of Article 1 of this CONTRACT.
- C. At the end of the Initial Term, OB may, at its sole option and discretion, extend the term of this CONTRACT for up to two (2) additional periods of one (1) year each which may only be issued consecutively, provided this CONTRACT has not been terminated earlier pursuant to Article 13 of this CONTRACT. If OB elects to extend this CONTRACT for each additional one (1) year term, OB shall notify the GRANTEE in writing at least ninety (90) days prior to the expiration of the then current term. The GRANTEE agrees that an extension of this CONTRACT by OB for one or both of the additional one (1) year periods shall be on the same terms and conditions as the original CONTRACT. No further instrument shall be required to extend the term of this CONTRACT.
- D. Any extension of this CONTRACT beyond the end of the Initial Term and the end of both of the additional one (1) year terms provided for in subsection C shall only be done via an amendment to this CONTRACT that is executed by all of the signatories to this CONTRACT.

ARTICLE 2
AMOUNT OF CONTRACT AND DISBURSEMENTS

- A. This CONTRACT shall be in an amount up to **\$2,000,000**. Payments to the GRANTEE will be made periodically based upon the funding schedule attached hereto as Appendix C and approved by OB during the application phase.

B. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

1. Payment Method. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

2. Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
 3. ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.
- C. The funding of the full amount of this CONTRACT is conditioned upon the GRANTEE complying with all statutory and program requirements throughout the construction and funding phase including, but not limited to, the requirement to furnish qualified matching funds in an amount at least equivalent to the amounts funded under this CONTRACT and the requirement to complete the PROJECT within the term of this CONTRACT.
- D. The value of any real estate to be utilized by GRANTEE toward meeting the requirement for matching funds will be determined by OB on the basis of an appraisal performed by a certified appraiser at GRANTEE's expense. Additional statutory and programmatic requirements relating to the PROJECT are listed in the PROJECT Application and related documents, which are attached hereto as Appendices A, B and C and are hereby incorporated in full into this CONTRACT.

- E. If, at any time prior to final completion of the PROJECT, OB determines that the reasonably estimated cost to complete the PROJECT exceeds the amount of committed funds that GRANTEE has demonstrated to OB remain available for such purpose, OB may suspend the funding of the CONTRACT, and GRANTEE shall pay all PROJECT costs without reimbursement from the CONTRACT, until the remaining reasonably estimated cost to complete the PROJECT does not exceed the remaining amount of committed funds that GRANTEE has demonstrated to OB are available for such purpose.
- F. The GRANTEE shall pay or transfer all RACP grant monies received pursuant to this CONTRACT to its subgrantee within 10 business days after the date that the GRANTEE receives payment of the grant monies from the Commonwealth or OB. The GRANTEE's failure to pay or transfer such monies to its subgrantee as required by this subsection shall result in the immediate suspension under Article 14 of this CONTRACT of all RACP grant payments for the PROJECT from the Commonwealth to the GRANTEE until OB is satisfied that the GRANTEE has cured its failure to properly pay or transfer RACP grant monies to its subgrantee. If the RACP grant payment constitutes the last grant payment to the GRANTEE before payment of any retainage to the GRANTEE, and the GRANTEE fails to pay or transfer such payment to its subgrantee within 10 business days after the GRANTEE receives the payment, then the GRANTEE shall immediately return such payment to the Commonwealth or OB, and OB shall pay the returned monies directly to the subgrantee.

ARTICLE 3
PROJECT ACTIVITIES

- A. GRANTEE agrees that the funds granted by this CONTRACT, or as much as may be necessary, will be used solely in furtherance of the activities of the PROJECT, as described in Appendices A, B and C to this CONTRACT, in accordance with the terms of this CONTRACT and the approved PROJECT Application. GRANTEE covenants and agrees that it shall fully complete the PROJECT within the term of this CONTRACT.
- B. If the GRANTEE has not fully completed the PROJECT on or before the termination date referenced in Article 1, the GRANTEE shall immediately thereafter return to the Office of the Budget any and all funds previously paid

to GRANTEE under this CONTRACT. The provisions of this Article 3 shall survive the expiration or earlier termination of this CONTRACT.

ARTICLE 4 SUBGRANTEES AND SUBCONTRACTORS

GRANTEE shall not enter into any subgrant or subcontract of this CONTRACT without the prior written consent of OB, which consent OB may grant or withhold at its discretion. GRANTEE agrees to require, in any such subgrant or subcontract approved by OB, that any subgrantees or subcontractors comply with all of the applicable provisions of this CONTRACT and make the same representations and warranties as to itself as made herein by GRANTEE, except to the extent any such provisions are waived by OB in its written consent. Such subgrant agreements or subcontracts shall also provide OB with the right but not the obligation to enforce the terms thereof against the subgrantee or subcontractor on behalf of the GRANTEE.

ARTICLE 5 RECORDS AND AUDITS

- A. GRANTEE will maintain books, records, documents, correspondence, and other data described in Article 15, along with any other evidence pertaining to the costs and expenses of this CONTRACT (hereinafter referred to collectively as “the records”), to the extent and in such detail as will properly reflect all costs, direct and operating, of acquisition of real estate and of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this CONTRACT. The books and records required under this Article shall be maintained in accordance with generally accepted accounting principles. GRANTEE agrees to require any permitted subcontractors, subgrantees, assigns, or agents to comply with the record keeping and retention requirements of this Article.

- B. GRANTEE will retain the records and make them available for a period ending the later of (i) seven years after final payment is made by GRANTEE with funds awarded under this CONTRACT, or (ii) seven years after the CONTRACT has expired pursuant to the provisions of Article 1, hereof, or (iii) seven years after the effective date of any termination of this CONTRACT, pursuant to the terms of Article 13 hereof.

- C. The Commonwealth, including but not limited to OB, the Office of Inspector General, and the Office of the Auditor General, or any of their duly-authorized representatives, shall have access at all times during the term hereof and the period set forth in subsection B above to the records of GRANTEE or its subcontractors, subgrantees, assigns, or agents pertaining to work performed under this CONTRACT, and to the PROJECT site, for the purpose of reviewing and making audits of financial transactions, determining compliance with CONTRACT terms and program requirements, and evaluating CONTRACT performance. When COMMONWEALTH representatives have access to such records, they shall be authorized to examine such records and to make excerpts, copies, and transcripts of such records.
- D. In accordance with the CFDEA, OB or its designated agent shall perform a final close-out audit for the PROJECT. The GRANTEE agrees that, if the final audit of the CONTRACT discloses that the full amount of the CONTRACT was not required to complete the PROJECT or that amounts were expended on ineligible costs, the unused portion of the CONTRACT amount or the portion of the CONTRACT funds expended on ineligible items shall be repaid by the GRANTEE to the COMMONWEALTH with interest, unless otherwise directed in writing by OB.
- E. If the PROJECT funded under this CONTRACT by OB is the recipient of federal grants or loans, the GRANTEE shall submit to OB copies of any and all audits performed on such federal assistance to the PROJECT by federal or non-federal auditors, including private auditors. Copies of such audits shall be submitted to OB within a reasonable period of time, not to exceed 30 days after receipt by the GRANTEE of its copy of the audit(s).

ARTICLE 6
REVIEW OF PROJECT ACTIVITIES/NOTIFICATION

OB or its authorized representatives will monitor and/or audit the PROJECT and shall have access to the PROJECT site and all information or documents relating to PROJECT activities throughout the course of the funding and/or construction phases of the PROJECT. The GRANTEE shall promptly notify OB of any violation of the terms of this CONTRACT or upon the occurrence of any event which shall have any material adverse effect on the GRANTEE or the prospect for the completion of the PROJECT.

ARTICLE 7
INSURANCE AND INDEMNIFICATION

- A. The GRANTEE shall perform the activities under the CONTRACT as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax withholding and any other taxes or payroll deductions required by law for its employees who are performing services specified by this CONTRACT.

- B. The GRANTEE shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the GRANTEE or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

- C. Without limiting the foregoing obligations in this Article 7, the GRANTEE will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the COMMONWEALTH from claims of bodily injury and of property damage arising out of any services or activities performed by the GRANTEE or its employees, agents, officers, assigns, or subcontractors under this CONTRACT, including claims for damages by business invitees and all other claims for damage to property as a direct or indirect result of the execution of this PROJECT.

- D. The COMMONWEALTH shall be listed on the above insurance policies as an additional insured. Such policies shall not include any provision limiting the existing sovereign immunity of the COMMONWEALTH or its agents or employees. GRANTEE certifies, by signing this CONTRACT, that: it has the insurance coverage required by this Article; such coverage will be in effect for the duration of this CONTRACT; and, such policies will not be cancelled or changed unless at least 30 days prior notice has been given to OB. Upon request, the GRANTEE shall furnish proof of insurance as required by this article to OB.

ARTICLE 8
TAX-EXEMPT RESPONSIBILITIES OF GRANTEE

As the PROJECT is funded from the proceeds of tax-exempt debt of the COMMONWEALTH:

- A. The GRANTEE hereby specifically acknowledges that such debt proceeds are used in a “private business use” for the purposes of federal income tax laws, when:
1. the GRANTEE expends such debt proceeds on the PROJECT; and
 2. the PROJECT is used (other than through use as a member of the general public), directly or indirectly, by an entity or entities that are not governmental units, such use occurring as a result of: a. ownership of the PROJECT; b. actual use or management of the PROJECT; or c. any other arrangement such as a take-or-pay or other type of output contract.
- B. In order that the COMMONWEALTH’S debt issued to finance the PROJECT shall retain its tax-exempt status under federal income tax law, the GRANTEE:
1. shall not directly or indirectly require or permit any payment representing a charge for the use of the COMMONWEALTH’S debt proceeds or that portion of the PROJECT funded from such COMMONWEALTH debt proceeds to be made directly or indirectly, by any person or persons treated under the Internal Revenue Code of 1986 as using the PROJECT for a private business use; however, payments by a nongovernmental user for direct operating expenses (except rent) are not prohibited; and
 2. shall not sell, transfer, or convey the PROJECT to a nongovernmental entity for a consideration whose value exceeds the fair market value of the PROJECT less the amount of this CONTRACT and any amendments thereto, and all such determinations and calculations of the fair market value of the PROJECT and any and all considerations received with respect to the sale, transfer, and conveyance of the

PROJECT shall be retained in the records of the PROJECT by the GRANTEE; and

3. shall not make or finance any loans or leases to any persons or entities if such loans or leases are attributable to or secured by proceeds of tax-exempt COMMONWEALTH debt.
 4. shall take any and all actions necessary to maintain the tax-exempt status of such debt and refrain from taking any action which would negatively affect the tax exempt status of such debt.
 5. shall enter into such agreements and provide such certificates as OB may require GRANTEE to maintain and/or evidence the tax exempt status of such debt.
- C. In the event of any breach of the provisions of this Article 8 by GRANTEE, GRANTEE shall immediately repay to the Commonwealth any and all amounts paid by the Commonwealth to GRANTEE under this CONTRACT. The provisions of this Article 8 shall survive the expiration or earlier termination of this CONTRACT and shall remain in effect until the earlier of (i) seventy (70) years from such date of expiration or termination or (ii) the date upon which all bond indebtedness used to finance the payments made hereunder is fully paid and discharged by the Commonwealth.

ARTICLE 9 FISCAL DUTIES OF THE GRANTEE

- A. To the extent that funds awarded under this CONTRACT represent the proceeds of the sale of tax-exempt debt of the COMMONWEALTH, and in order to ensure continued compliance with the requirements of the Internal Revenue Code and applicable regulations, investment of funds awarded under this CONTRACT may be made in approved instruments exempt from tax under the Internal Revenue Code, if such instruments are rated in one of the two highest categories for such debt by either Moody's or Standards & Poor's rating services.
- B. Except where paragraph A above is applicable, the funds paid to the GRANTEE in accordance with this CONTRACT shall be used immediately to pay incurred expenses or deposited in a bank or other financial institution approved by OB in a separate and specific PROJECT expenditures account,

the same being insured to the extent applicable by FDIC. These accounts may not be taxable interest-bearing accounts, however, unless the prior approval of OB is obtained.

- C. Any interest, other income, or accumulations earned on funds awarded pursuant to this CONTRACT shall be returned to OB within 45 days after the end of each calendar quarter.
- D. In the event of any breach of the provisions of this Article 9 by GRANTEE, GRANTEE shall immediately repay to the Commonwealth any and all amounts paid by the Commonwealth to GRANTEE under this CONTRACT. The provisions of this Article 9 shall survive the expiration or earlier termination of this CONTRACT and shall remain in effect until the earlier of (i) seventy (70) years from such date of expiration or termination or (ii) the date upon which any and all bond indebtedness used to finance the payments made hereunder is fully paid and discharged by the Commonwealth.

ARTICLE 10 FIDELITY BOND

- A. The GRANTEE shall procure and furnish evidence to OB of fidelity bonds with coverage to be maintained under the administrative title of the position in amounts and for such positions as are reasonably determined by OB.
- B. No person shall be bonded under more than one position. An employee who performs more than one function requiring bonding shall be bonded under the position requiring the larger coverage.

ARTICLE 11 INTEREST OF GRANTEE

The GRANTEE covenants that it presently has no interest, and shall not acquire any interest, direct or indirect (as defined in the Public Official and Employee Ethics Act, 65 Pa.C.S. §§ 1101 - 1113) which would conflict in any manner or degree with the performance of its activities hereunder. The GRANTEE further covenants that, in the performance of this CONTRACT, it will not knowingly employ, or contract for services from, any person having any such interest.

ARTICLE 12
INTEREST OF OFFICERS AND EMPLOYEES OF THE
COMMONWEALTH AND OTHERS

No officer, employee, or elected official of the COMMONWEALTH, and no officer, employee, or elected official of the GRANTEE, who exercises any function or responsibility under this CONTRACT shall participate in any decision relating to this CONTRACT which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, nor shall any such officer, elected official, or employee of the COMMONWEALTH or GRANTEE have any interest, direct or indirect, in this CONTRACT, or the proceeds thereof.

ARTICLE 13
TERMINATION, RIGHT TO CURE, AVAILABILITY OF FUNDS,
PRESERVATION OF RIGHTS AND REMEDIES

- A. Termination for Default. OB shall have the right to withhold the funding granted by this CONTRACT and terminate this CONTRACT, in whole or in part, by giving not less than 30 days' prior written notice to the GRANTEE specifying the effective date of termination. Such notice may be given for any of the following reasons:
1. Failure of the GRANTEE to fulfill in a timely and proper manner its obligations under this CONTRACT.
 2. Failure of GRANTEE to remain in compliance with all terms of this CONTRACT or the documents approved during the PROJECT application phase, including, without limitation, that all representations and warranties contained in this CONTRACT are and remain true and correct.
 3. Violation of laws applicable to implementation of the PROJECT contemplated by this CONTRACT.
 4. Misuse of funds, gross mismanagement, criminal activity, or malfeasance in the implementation of this CONTRACT.

In such event, all PROJECT records, unused grant monies, and such amounts as may have been paid by the COMMONWEALTH pursuant to the terms of this CONTRACT shall be returned to the COMMONWEALTH, with any accrued interest.

- B. Right to Cure. In the event that OB gives notice of intent to withhold funding, or terminate this CONTRACT pursuant to section A of this Article, the GRANTEE shall have the right to cure its default within 30 days of receipt of notice of termination if such default is capable of being cured.
- C. Availability of Funds. COMMONWEALTH obligations under this CONTRACT are conditioned upon and payable solely from available funds appropriated by the General Assembly for the purposes of this CONTRACT, are contingent upon the verification by OB or its designee of the GRANTEE's matching funds for the PROJECT, and are to be paid out of the proceeds of the sale of bonds of the COMMONWEALTH at such times as OB shall determine to be appropriate in its sole discretion.
- D. Preservation of Rights and Remedies. Any action under this Article will not limit or deprive the COMMONWEALTH from exercising any other rights and remedies concerning this CONTRACT that it has under law or in equity.

ARTICLE 14 TEMPORARY SUSPENSION OF PROJECT

- A. The GRANTEE shall suspend all or any part of its activities utilizing funds granted by OB at any time during the period covered by this CONTRACT upon receiving written notice from OB. OB may give notice to suspend for breaches of this CONTRACT by GRANTEE, violations of law, audit exceptions, misuse of funds, gross mismanagement, malfeasance, or criminal activity.
- B. During the term of suspension, OB and the GRANTEE shall retain and hold any and all funds previously approved for application to the activities. During this period, all such funds held by the GRANTEE shall be placed in an FDIC insured PROJECT expenditures account. The GRANTEE may not expend any such funds during the period that this CONTRACT is suspended, except pursuant to order of a court of competent jurisdiction.

- C. The GRANTEE shall have the right to cure, within a reasonable period of time (as determined by OB in its sole discretion), any default or other circumstance that is the basis for suspension of this CONTRACT.

ARTICLE 15
RIGHTS IN DATA, COPYRIGHTS, AND DISCLOSURE

- A. Rights in Data. Data submitted to and accepted by OB under this CONTRACT shall be the property of the COMMONWEALTH, and the COMMONWEALTH shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval of the GRANTEE.
- B. Copyright. The GRANTEE relinquishes any and all copyrights and/or all copyright rights, and/or privileges to data developed under this CONTRACT. The GRANTEE shall not include in the data submitted any copyrighted matter, without the written approval of OB, unless the GRANTEE provides OB with written permission of the copyright owner for OB to use such copyrighted matter in the manner provided for in this Article.
- C. Definition of Data. The term “data,” as used in this CONTRACT, includes written reports, studies, drawings, or other graphic, electronic, chemical, or mechanical representations, and work of any similar nature which are required to be delivered under this CONTRACT.

ARTICLE 16
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

- A. Representations. The GRANTEE represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The GRANTEE shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

B. Nondiscrimination/Sexual Harassment Obligations. The GRANTEE shall not:

1. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
4. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
5. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.

C. Establishment of GRANTEE Policy. The GRANTEE shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire

period of this agreement, the GRANTEE shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- D. Notification of Violations. The GRANTEE's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the GRANTEE shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- E. Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the GRANTEE in the Contractor Responsibility File.
- F. Subgrant Agreements, Contracts, and Subcontracts. The GRANTEE shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the GRANTEE becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the GRANTEE shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

ARTICLE 17

ASSIGNMENT, TRANSFER, OR COLLATERAL USE

The GRANTEE shall not assign any interest in this CONTRACT, and shall not transfer any interest in this CONTRACT by novation or assignment without the prior written consent of OB which consent may be granted or withheld at OB's

discretion. Approval of such assignment shall not release or relieve GRANTEE from any liability or obligation to perform under this CONTRACT.

ARTICLE 18 COMPLIANCE WITH APPLICABLE LAWS

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

ARTICLE 19 GRANTEE RESPONSIBILITY

- A. Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- B. Contractor Representations.
1. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

2. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- C. Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
 - D. Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
 - E. Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
 - F. Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

ARTICLE 20 OFFSET CLAUSE

The Commonwealth may set off the amount of any state tax liability or other obligation of the GRANTEE, or its subsidiaries, owed to the Commonwealth against any payments due the GRANTEE under any contract between the Commonwealth

and GRANTEE.

**ARTICLE 21
NONWAIVER OF REMEDIES**

No delay or failure on the part of OB in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of OB hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. OB shall have the right at all times to enforce the provisions of this CONTRACT in accordance with the terms hereof notwithstanding any conduct or custom on the part of OB in refraining from so doing at any time or times. The failure of the OB at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this CONTRACT or as having in any way or manner modified or waived the same.

**ARTICLE 22
ABSENCE OF RIGHTS IN THIRD PARTIES**

No provision of this CONTRACT shall be construed to create any rights in any third parties that are not parties to this CONTRACT. It shall be interpreted solely to define specific duties and responsibilities between OB and the GRANTEE, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

**ARTICLE 23
INTEGRATION CLAUSE**

This CONTRACT and attachments hereto constitute the entire agreement between the PARTIES. No agent, representative, employee or officer of either the Commonwealth or the GRANTEE has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the PARTIES, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this CONTRACT. Except as provided in this Article 23, no modifications, alterations, changes, or waiver to this CONTRACT or any of

its terms shall be valid or binding unless accomplished by a written amendment signed by both PARTIES. All such amendments or modifications will be made using the appropriate Commonwealth form. Notwithstanding the foregoing, revisions to the time for satisfaction of the Special Conditions, the PROJECT proposal, CONTRACT budget, funding schedule and other provisions of Appendices A and B not affecting the amount of the funding, may be proposed by the GRANTEE and approved and made a part hereof upon written notification by OB's Secretary or his/her authorized designee without the necessity of an amendment.

ARTICLE 24

NAME AND ADDRESS OF PROJECT OFFICER AND NOTICES

- A. The GRANTEE shall designate a Project Officer who shall be its authorized representative in all matters relating to this CONTRACT.
- B. The GRANTEE's Project Officer shall be its chief administrative officer, or his/her designee.
- C. Any notices required to be given to the GRANTEE pursuant to this CONTRACT may be given to the Project Officer. Any notices required to be given to OB may be given to the address below. Such notices shall be given in writing and shall be delivered by hand, by registered or certified mail, return receipt requested, or by some other appropriate method of express delivery, addressed as follows:

Project Officer

Pamela Finegan, Deputy Director
Redevelopment Authority of the County of Montgomery
104 W. Main Street, Suite 2
Norristown, PA 19401

Office of the Budget

Attn: Redevelopment Assistance Capital Program
Bureau of Redevelopment, Capital & Debt
Office of the Budget
333 Market Street Tower – 18th Floor
Harrisburg, Pennsylvania 17101-2210

- D. If a notice is delivered by hand, it will be considered to have been received as on the date so delivered. If the notice is delivered via any other method, then

the notice will be considered to have been received on the date it is received, as evidenced by the receipt for delivery. Either party may change its notice address, or the name of its Project Officer, or both, by giving written notice of such change in accordance with the provisions of this Article.

ARTICLE 25
ACKNOWLEDGEMENT OF
COMMONWEALTH FINANCIAL ASSISTANCE

The GRANTEE shall acknowledge the COMMONWEALTH's financial assistance in this PROJECT by erecting one or more signs in the PROJECT area as soon as possible after the effective date of this CONTRACT that state "Financial Assistance provided by the Commonwealth of Pennsylvania, Honorable [name of current governor], Governor" or in such other manner designated by OB. Any publication concerning the PROJECT shall also acknowledge the COMMONWEALTH's financial assistance in the same manner. Acknowledgement of COMMONWEALTH financial assistance may be combined with an acknowledgement of other funding sources on PROJECT signs and in PROJECT publications, provided that the acknowledgement of Commonwealth assistance shall be listed first and no less prominently than any other source.

ARTICLE 26
GRANTEE INTEGRITY PROVISIONS

- A. Definitions. For purposes of these GRANTEE Integrity Provisions, the following definitions apply:
1. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 2. "GRANTEE" means the individual or entity, that has entered into this agreement with the Commonwealth.
 3. "GRANTEE Related Parties" means any Affiliates of the GRANTEE and the GRANTEE's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the GRANTEE.

4. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
5. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
6. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

B. Representations and Warranties.

1. GRANTEE Representation and Warranties. The GRANTEE represents, to the best of its knowledge and belief, and warrants that within the last five years neither the GRANTEE nor GRANTEE Related Parties have:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
2. Contractor Explanation. If the GRANTEE cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded

pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the GRANTEE shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

3. Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the GRANTEE further represents that it has not violated any of these GRANTEE Integrity Provisions during the term of the agreement.
4. Notice. The GRANTEE shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The GRANTEE acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these GRANTEE Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

C. GRANTEE Responsibilities. During the term of this agreement, the GRANTEE shall:

1. maintain the highest standards of honesty and integrity.
2. take no action in violation of any applicable laws, regulations, or other requirements applicable to the GRANTEE that govern Commonwealth contracting or grant administration.
3. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these GRANTEE Integrity Provisions as they relate to the GRANTEE's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
4. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation

of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

5. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to GRANTEE's financial interest. The GRANTEE must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the GRANTEE signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
6. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
7. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
8. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the GRANTEE has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these GRANTEE Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

D. Investigations. If a State Inspector General investigation is initiated, the GRANTEE shall:

1. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the GRANTEE's compliance with the terms of this or any other agreement between the GRANTEE and the Commonwealth that results in the suspension or debarment of the GRANTEE. The GRANTEE

shall not be responsible for investigative costs for investigations that do not result in the GRANTEE's suspension or debarment.

2. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged GRANTEE non-compliance with these GRANTEE Integrity Provisions and make identified GRANTEE employees and volunteers available for interviews at reasonable times and places.
 3. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to GRANTEE's integrity and compliance with these provisions. This information may include, but is not be limited to, the GRANTEE's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- E. Termination. For violation of any of these GRANTEE Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the GRANTEE, claim liquidated damages in an amount equal to the value of anything received in breach of these GRANTEE Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another GRANTEE to complete performance under this agreement, and debar and suspend the GRANTEE from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- F. Subcontracts. The GRANTEE shall include these GRANTEE Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the GRANTEE's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the GRANTEE becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the GRANTEE shall use its best efforts to ensure their compliance with these provisions.

ARTICLE 27
PUBLIC WORKS CONSTRUCTION CONTRACTS

In consideration of the funds awarded and activities funded under this CONTRACT which involve construction, reconstruction, alteration, repair, improvement, or maintenance of a building, structure, or improvement (“the Work”), the GRANTEE agrees to perform in accordance with the following:

- A. Steel Products Procurement Act, the Act of March 3, 1978 (P.L. 6, No. 1), 73 P.S. § 1881 et seq. In the performance of any contract awarded for Work, the contractor, subcontractors, materialmen, or suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97-424 (96 Stat. 2136).

When unidentified steel products are supplied under a contract for Work, before any payment will be made, the contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the contractor must submit certification which satisfies the using agency that the contractor has fully complied with this provision. OB shall not provide for or make any payments to any person who has not complied with the Steel Products Procurement Act (hereinafter “SPPA”). Any such payments made to any person by OB which should not have been made as a result of the SPPA shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier who did not comply with the SPPA.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.

The GRANTEE shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

B. Trade Practices Act. In accordance with the *Trade Practices Act*, the Act of July 23, 1968 (P.L. 686, No. 226), 71 P.S. § 773.101 *et seq.*, the GRANTEE cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
4. Spain: certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; prestressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of subsections A and B of Article 27 are set out in the Trade Practices Act. Those penalties, which include becoming ineligible for public works contracts for a period of three years, and are incorporated into this CONTRACT by reference as if fully set forth herein.

Subsections A and B of Article 27 do not relieve the GRANTEE of its responsibility to comply with those provisions of this CONTRACT which prohibit the use of foreign-made steel and cast iron products.

C. Public Works Contractors' Bond Law of 1967, the Act of December 20, 1967 (P.L. 869, No. 385), 8 P.S. § 191 et seq. Prior to the award of any contract for any Work on the PROJECT, the contractor to whom the contract is to be awarded must furnish the following bonds which shall become binding upon the award of such contract:

1. A performance bond at 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded said contract.
2. A payment bond at 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the GRANTEE, its contractor or to any of its subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

D. Pennsylvania Prevailing Wage Act. The GRANTEE, its subgrantees, contractors and subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the *Pennsylvania Prevailing Wage Act*, the Act of August 15, 1961 (P.L. 987, No. 1), 43 P.S. § 165-1 *et seq.*, which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workmen needed

to perform work on the PROJECT during the term hereof for the locality in which the work is to be performed.

ARTICLE 28 SEVERABILITY

If any article, section, subsection, or part of any section of this CONTRACT is rendered void, invalid, or unenforceable by any court of law, for any reason, then such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this CONTRACT.

ARTICLE 29 AMERICANS WITH DISABILITIES ACT

- A. No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.

- B. Compliance. For all goods and services provided pursuant to this agreement, the GRANTEE shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

- C. Indemnification. The GRANTEE shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the GRANTEE 's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

ARTICLE 30 SPECIAL CONDITIONS

GRANTEE acknowledges and agrees that: the Special Conditions attached hereto as part of Appendix B are to be satisfied by GRANTEE prior to the disbursement of any funds under this CONTRACT; and, the GRANTEE's failure to satisfy said Special Conditions within the time period outlined in Appendix B of this CONTRACT shall be a breach of this CONTRACT and such failure shall release

and relieve the COMMONWEALTH of any obligation to provide funding and this CONTRACT shall be thereafter null and void and of no further force or effect.

ARTICLE 31 REPRESENTATIONS AND WARRANTIES

To induce OB to enter into this CONTRACT, the GRANTEE represents and warrants the statements contained in this Article.

- A. The GRANTEE is duly organized and existing under the laws of the Commonwealth of Pennsylvania or is duly authorized to do business in the Commonwealth of Pennsylvania and has the power and authority to carry on its business as now conducted.
- B. The GRANTEE has the requisite power and authority to sign and deliver this CONTRACT and to perform its promises in this CONTRACT and the people signing this CONTRACT for the GRANTEE are authorized to do so.
- C. The GRANTEE's execution and delivery of this CONTRACT and the GRANTEE's compliance with the terms and provisions of this CONTRACT, will not conflict with or cause a violation of any of its organizational documents or agreement that affects the GRANTEE, its property or the PROJECT.
- D. The GRANTEE has duly and validly executed and delivered this CONTRACT. This CONTRACT is the valid and legally binding obligation of the GRANTEE, enforceable in accordance with its terms.
- E. The GRANTEE does not know of any material litigation or governmental proceeding pending or threatened against the GRANTEE or related to the PROJECT other than that which has been previously disclosed to OB in writing.
- F. The GRANTEE has filed all required federal, state and local tax returns and has paid all taxes shown on such returns as they have become due.
- G. Except as previously disclosed to OB in writing and described to OB in writing, neither GRANTEE, nor any officer or principal of the GRANTEE, has ever (i) been convicted of any crime (other than minor traffic offenses), (ii) filed for bankruptcy or had a bankruptcy proceeding filed against it or

him/her, or entered into an arrangement with creditors or comparable agreement, or (iii) had any trustee or guardian of his/her affairs appointed.

- H. All information in the application concerning the GRANTEE and PROJECT or submitted by or on behalf of the GRANTEE was true, complete and correct in all material respects when made and remains true, correct and complete as of the date hereof.

**ARTICLE 32
CERTIFICATION OF COMPLIANCE
WITH WORKER PROTECTION LAWS**

The GRANTEE shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

1. Construction Workplace Misclassification Act;
2. Employment of Minors Child Labor Act;
3. Minimum Wage Act;
4. Prevailing Wage Act;
5. Equal Pay Law;
6. Employer to Pay Employment Medical Examination Fee Act;
7. Seasonal Farm Labor Act;
8. Wage Payment and Collection Law;
9. Industrial Homework Law;
10. Construction Industry Employee Verification Act;
11. Act 102: Prohibition on Excessive Overtime in Healthcare;
12. Apprenticeship and Training Act; and
13. Inspection of Employment Records Law.

ARTICLE 33
PENNSYLVANIA’S RIGHT TO KNOW LAW

- A. Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this contract.
- B. GRANTEE Assistance. If the Commonwealth needs the GRANTEE’s assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the GRANTEE that it requires the GRANTEE’s assistance, and the GRANTEE shall provide to the Commonwealth:
1. access to, and copies of, any document or information in the GRANTEE’s possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 2. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- C. Trade Secret or Confidential Proprietary Information. If the GRANTEE considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the GRANTEE shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the GRANTEE, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the GRANTEE shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth’s determination.
- D. Reimbursement
1. Commonwealth Reimbursement. If the GRANTEE fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the GRANTEE shall reimburse the Commonwealth for any damages, penalties, or costs that the


Commonwealth may incur as a result of the GRANTEE's failure, including any statutory damages assessed against the Commonwealth.

2. Contractor Reimbursement. The Commonwealth will reimburse the GRANTEE for any costs that the GRANTEE incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
-
- E. Challenges of Commonwealth Release. The GRANTEE may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the GRANTEE shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the GRANTEE's legal challenge, regardless of the outcome.
 - F. Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
 - G. Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

The PARTIES to this CONTRACT, having agreed to and intending to be legally bound by the terms and conditions as set out above, have executed this CONTRACT as of the Effective Date as defined herein.

**REDEVELOPMENT AUTHORITY OF
THE COUNTY OF MONTGOMERY**

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE BUDGET**

By:  9/10/24
Jonathan H. Spergel, Esq. Date
Chairman

By: _____
Secretary of the Budget Date
or Designee

FEDERAL IDENTIFICATION NUMBER:

23-6050622

APPROVED AS TO FORM AND LEGALITY:

Legal Office Date
Office of the Budget

Deputy General Counsel Date
Office of General Counsel

Deputy Attorney General Date
Office of Attorney General

CERTIFICATION OF AVAILABILITY OF FUNDS:

I certify that \$2,000,000 of Capital Facilities Fund money is available for completion of the PROJECT under appropriation symbol(s) 3016620000 (Budget Period 2020).

FUNDS COMMITMENT NUMBER:

Comptroller Date

**APPENDIX A
APPLICATION ROUTE SHEET**

I. CONTRACT INFORMATION

Project Name: Holy Redeemer Hospital – Cancer Center
Expansion
Grant Amount: \$2,000,000
Total Project Cost: \$4,110,153

II. APPLICANT IDENTIFICATION

Applicant Name: Redevelopment Authority of the County of
Montgomery

Address: 104 W. Main Street, Suite 2
Norristown, PA 19401-4738

Telephone Number: 610-275-5300

Federal ID No.: 23-6050622

County: Montgomery

Project Officer: Pamela Finegan

Chief Official: Jonathan H. Spergel, Esq.

Legislative Districts: Senatorial 4
House 153

III. CODING INFORMATION

Funding Source: Redevelopment Assistance Capital
Coding: 3016620000 = \$2,000,000 (Budget Period 2020)

IV. COMMENTS/CONDITIONS

- Approved funding schedule is attached.

- Special conditions for this project are outlined in Appendix B.
- Supporting documentation is on file in the Office of the Budget.

V. DISPOSITION

Task Force Recommendation:

Approved: _____
Natalia Dominguez Buckley Date

**APPENDIX B
PROJECT ACTIVITIES AND SPECIAL CONDITIONS**

A. Project Activities: The GRANTEE will use Redevelopment Assistance Capital funding to undertake the **Holy Redeemer Hospital – Cancer Center Expansion** project in **Montgomery** County.

The project to be supported with Redevelopment Assistance Capital funding shall include, but be limited to the following activities: site acquisition, site preparation and construction.

Expenses paid after this project's authorization in the Act of **July 1, 2020** (P.L.,_, No. **36**) that are related to the development and construction of the **Holy Redeemer Hospital – Cancer Center Expansion** project as determined by OB, are eligible to be used as part of the non-state matching contribution and may be eligible for state reimbursement.

B. General Conditions: Each of the following must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for the project.

C. Special Conditions: Each of the following, as related to the appropriate Phase of the project, must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for each phase of the project. **Evidence of completion must be submitted no later than six months after the execution date of this contract as follows:**

All submissions of Special Conditions Documents must be completed via upload to RACP's specified FTP site. The Grantee was emailed a unique Username and Password to access the RACP FTP site after receiving their award letter. Please upload the documents to the "Special Conditions" sub-folder at this stage of the grant process. Please refer to the Project Management Proposal Handbook for information on how to access the RACP FTP site.

Failure to submit documentation indicating completion of each Special Condition within the time period as originally specified, or modified, may constitute a default under the terms of the grant agreement and could lead to a termination of the Redevelopment Assistance Capital grant.

Satisfaction of each condition shall be determined by the Office of the Budget (OB) at its sole discretion. All agreements to be executed and all documents or information to be delivered in order to satisfy these Special Conditions shall be and are, in form, content and substance, subject to the approval of the Office of the Budget, which approval may be withheld or delayed at the discretion of the Office of the Budget. Documents requiring the signature of OB shall also be conditioned upon the approval of the Governor's Office of General Counsel and the Attorney General of Pennsylvania. All agreements required to be submitted as fully executed in order to satisfy the Special Conditions should be submitted in draft form to OB as soon as available in order for OB to provide comments. Notwithstanding the foregoing, OB's right to approve or disapprove the final executed document at its sole discretion shall not be affected or deemed waived by any comments or lack of comment with respect to any drafts submitted.

Special notes:

- a) OB acknowledges that some documentation to support satisfaction of the SPECIAL CONDITIONS below may have been already submitted. Once OB reviews the submitted documentation, OB will advise further on any additional documentation needed.
- b) Please be advised that all official correspondence and material submissions to the Office of the Budget to satisfy the SPECIAL CONDITIONS must have been signed and executed by the appropriate party/entity/individual/representative before their acceptance.

OVERALL:

1. GRANTEE shall submit documentation indicating site control for all properties involved in the project. Documentation should include settlement sheets and also include the title or deed to the properties or executed long-term leases. Please be advised that the utilization of any "Other" state funds as a permanent and/or interim financing funding source is not eligible under RACP. If any "Other" state funds were used to purchase the property, this will render the use of the property as a reimbursement and/or match cost ineligible. Please note the deed or deeds of the properties must match the exact name of the entity participating in the RACP-delineated project scope and must have been recorded at the County Prothonotary. Indirect references resulting from a merger or acquisition (such as copies of articles of the merger/buyout, name change, etc.) are not sufficient evidence of site control for RACP purposes. {Important note: Please be advised that reimbursement on acquisition costs (or match acceptance) can only be allowed when and only when the title or deed holder of a property is directly linked to the RACP approved scope.}
2. GRANTEE shall submit an executed Cooperation Agreement with **Holy Redeemer Health System**, which obligates **Holy Redeemer Health System** to comply with RACP terms and conditions of the Grant Agreement and the Redevelopment Assistance program.
3. GRANTEE shall submit an executed Cooperation Agreement/ordinance from **Abington Township** or **Montgomery County** that authorizes the project and obligates **Abington Township** or **Montgomery County** to reimburse the Commonwealth for any reimbursements that may later be determined to have been ineligible. Please be advised that **Abington Township** or **Montgomery County** must be a taxing authority.
4. GRANTEE shall submit an opinion of counsel from its solicitor on official letterhead, which contains 1) a verification of the Grantee's pending or threatened litigation, 2) an opinion stating that the Grantee can legally contract with the Commonwealth for financial assistance, and 3) that the Grantee has met all state/federal requirements.
5. GRANTEE shall submit an executed Statement of Compliance which indicates that all RACP terms and conditions, policies and procedures will be adhered to during the completion of the project. For more information, please refer to our Key Compliance Guidelines section on our website located at www.racp.pa.gov.

6. GRANTEE shall submit an executed Flood Plan Certification, which indicates that areas of the RACP project site within the 100 years flood plain are adequately covered via proper flood insurance during the life of the RACP delineated project. If the RACP project site is not located within the 100 years flood plain, the Grantee shall submit a copy of a Flood Insurance Rate Map (FIRM) with a certification from a qualified professional that the RACP project site is not within the 100 years flood plain.

Phase 1:

1. GRANTEE shall submit revised RDA 300 and 301 forms, which clearly identifies the sources and uses of funding relative to the RACP-defined project scope. In addition, a revised RDA 302 form (construction cost breakdown) must be included. If available, the project's own form (i.e., schedule of values/continuation sheets from contractor(s) Application and Certification for Payment, which provides further detail for lump sum amounts listed), may also be included. Please be advised that the RDA forms 1) must be signed by the Grantee before they are submitted to OB, 2) contain no "Other" state funds or other ineligible sources, and 3) must contain matching totals, and 4) the totals must foot down and across.
2. GRANTEE shall submit documentation indicating that at least **\$1,810,153** in private matching funds have been fully secured and received for use on project-related expenses. Contingent upon the source of the private match, required documentation would include, but is not be limited to, copies of the following financial instruments: LOANS - executed long-term loan documents (agreements, notes, open-end mortgage, etc.) and bank statement; INTERNAL/OPERATING FUNDS - last three years audited financial statements (reviews not acceptable), enacted and certified resolution, and bank statement, NMTC - executed promissory notes, loan agreements, closing memorandum, flow chart of the structure of the NMTC, and bank statement. The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation. The Capital Facilities Debt Enabling Act requires that RACP projects be funded from proceeds of Commonwealth of Pennsylvania General Obligation (GO) bonds. GO bonds issued to finance the RACP grant program have a publicized maturity term of 10 years. Consequently, when an RACP project uses a financial instrument as matching funds, they must have a maturity cycle that similarly demonstrates the long-term viability of the project. For more information about our permanent match requirements or acceptable loan terms, please refer to our FAQs section on our website located at www.racp.pa.gov. The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation and the acceptability of the match.
3. GRANTEE shall submit final plans and specifications for the project that have been officially approved by the authorized entities.
4. GRANTEE shall submit proof of bid compliance, as required in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states, "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such

projects." Bid compliance implies the submission of copies of the (1) original solicitation documentation, (2) bid tabulations, (3) proposals received and (4) any other necessary documentation that demonstrates how the bidding process was conducted before contracts were executed. Should the bid tabulations associated with the RACP project exceed the construction cost estimate, the GRANTEE shall submit documentation that either costs have been reduced or that additional funds have been raised to support the project.

5. GRANTEE shall submit all necessary construction-related documents or agreements for the project. These executed agreements can include guaranteed maximum price contracts, construction management agreements, contracts with general contractors and so on.
6. GRANTEE shall submit updated construction schedules for the project. The updated construction schedules should list all pertinent activities and dates in which construction activities and milestones are to occur.
7. GRANTEE shall provide an updated cash flow statement for the entire project that outlines, on a monthly basis, all sources and uses of funds for the project. The cash flow statement should address monthly funding surpluses and/or deficits and indicate the need for interim financing to bridge Commonwealth reimbursements.
8. GRANTEE shall provide documentation of interim financing necessary to bridge project costs as well as the Commonwealth's reimbursement schedule. The amount of required interim financing, based on the GRANTEE's own cash flow, should be sufficient to carry the project through monthly construction expenses before and after access to the RACP funding has been granted. Please, refer to payment intervals listed on the FAQs section of our Web site (www.racp.pa.gov).
9. GRANTEE shall provide documentation indicating that necessary permits and approvals have been achieved at appropriate stages of the project.
10. GRANTEE shall submit completed Geotechnical Studies for the project.

Phase 2:

1. GRANTEE shall submit revised RDA 300 and 301 forms, which clearly identifies the sources and uses of funding relative to the RACP-defined project scope. In addition, a revised RDA 302 form (construction cost breakdown) must be included. If available, the project's own form (i.e., schedule of values/continuation sheets from contractor(s) Application and Certification for Payment, which provides further detail for lump sum amounts listed), may also be included. Please be advised that the RDA forms 1) must be signed by the Grantee before they are submitted to OB, 2) contain no "Other" state funds or other ineligible sources, and 3) must contain matching totals, and 4) the totals must foot down and across.
2. GRANTEE shall submit documentation indicating that at least **\$300,000** in private matching funds have been fully secured and received for use on project-related expenses. Contingent upon the source of the private match, required documentation would include, but is not be limited to, copies of the following financial instruments: LOANS - executed long-term loan documents (agreements, notes, open-end mortgage, etc.) and

bank statement; INTERNAL/OPERATING FUNDS - last three years audited financial statements (reviews not acceptable), enacted and certified resolution, and bank statement, NMTC - executed promissory notes, loan agreements, closing memorandum, flow chart of the structure of the NMTC, and bank statement. The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation. The Capital Facilities Debt Enabling Act requires that RACP projects be funded from proceeds of Commonwealth of Pennsylvania General Obligation (GO) bonds. GO bonds issued to finance the RACP grant program have a publicized maturity term of 10 years. Consequently, when an RACP project uses a financial instrument as matching funds, they must have a maturity cycle that similarly demonstrates the long-term viability of the project. For more information about our permanent match requirements or acceptable loan terms, please refer to our FAQs section on our website located at www.racp.pa.gov. The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation and the acceptability of the match.

3. GRANTEE shall submit final plans and specifications for the project that have been officially approved by the authorized entities.
4. GRANTEE shall submit proof of bid compliance, as required in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states, "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects." Bid compliance implies the submission of copies of the (1) original solicitation documentation, (2) bid tabulations, (3) proposals received and (4) any other necessary documentation that demonstrates how the bidding process was conducted before contracts were executed. Should the bid tabulations associated with the RACP project exceed the construction cost estimate, the GRANTEE shall submit documentation that either costs have been reduced or that additional funds have been raised to support the project.
5. GRANTEE shall submit all necessary construction-related documents or agreements for the project. These executed agreements can include guaranteed maximum price contracts, construction management agreements, contracts with general contractors and so on.
6. GRANTEE shall submit updated construction schedules for the project. The updated construction schedules should list all pertinent activities and dates in which construction activities and milestones are to occur.
7. GRANTEE shall provide an updated cash flow statement for the entire project that outlines, on a monthly basis, all sources and uses of funds for the project. The cash flow statement should address monthly funding surpluses and/or deficits and indicate the need for interim financing to bridge Commonwealth reimbursements.
8. GRANTEE shall provide documentation of interim financing necessary to bridge project costs as well as the Commonwealth's reimbursement schedule. The amount of required interim financing, based on the GRANTEE's own cash flow, should be sufficient to carry the project through monthly construction expenses before and after access to the RACP funding has been granted. Please, refer to payment intervals

listed on the FAQs section of our Web site (www.racp.pa.gov).

9. GRANTEE shall provide documentation indicating that necessary permits and approvals have been achieved at appropriate stages of the project.

**APPENDIX C
PROJECT FUNDING SCHEDULE
Phase 1**

Project Name: Holy Redeemer Hospital – Cancer Center Expansion

Total Project Cost: \$3,560,153

Redevelopment Assistance Amount: \$1,750,000

<u>Date</u>	<u>Redevelopment Assistance Drawdown</u>
Month 1*	\$1,750,000
TOTAL	\$1,750,000

The drawdown schedule is hereby approved _____
Natalia Dominguez Buckley Date

* The approved Funding Accumulation Schedule for a project shows the RACP amounts that will be accumulated for the project during the months indicated on the schedule. Generally, total funding will be accumulated in equal installments over a 36-month period unless the Secretary of the Budget authorizes a requested shorter period.

APPENDIX C
PROJECT FUNDING SCHEDULE
Holy Redeemer Hospital – Cancer Center Expansion
Phase 1

NOTE: Month 1 begins the month following the date on which the grant agreement is fully executed.

The disbursement of funds in Month 1 and thereafter is subject to the applicant's resolution of the special conditions to the COMMONWEALTH's satisfaction and, for each requested disbursement, the prior expenditure by the Grantee of the amount requested to be disbursed plus the prior expenditure by Grantee of local matching funds equal to at least **1.03** times the amount requested to be disbursed plus any prior disbursements by the COMMONWEALTH.

Subject to the foregoing conditions, available COMMONWEALTH funds, if not used, will accumulate and be available in the subsequent month. However, COMMONWEALTH reimbursement will never exceed the availability as shown by this schedule.

The drawdown schedule is hereby approved _____
Natalia Dominguez Buckley Date

**APPENDIX C
PROJECT FUNDING SCHEDULE
Phase 2**

Project Name: Holy Redeemer Hospital – Cancer Center Expansion

Total Project Cost: \$550,000

Redevelopment Assistance Amount: \$250,000

<u>Date</u>	<u>Redevelopment Assistance Drawdown</u>
Month 1	\$50,000
Month 2	\$50,000
Month 3	\$50,000
Month 4	\$50,000
Month 5 *	\$50,000
TOTAL	\$250,000

The drawdown schedule is hereby approved _____
Natalia Dominguez Buckley Date

* The approved Funding Accumulation Schedule for a project shows the RACP amounts that will be accumulated for the project during the months indicated on the schedule. Generally, total funding will be accumulated in equal installments over a 36-month period unless the Secretary of the Budget authorizes a requested shorter period.

APPENDIX C
PROJECT FUNDING SCHEDULE
Holy Redeemer Hospital – Cancer Center Expansion
Phase 2

NOTE: Month 1 begins the month following the date on which the grant agreement is fully executed.

The disbursement of funds in Month 1 and thereafter is subject to the applicant's resolution of the special conditions to the COMMONWEALTH's satisfaction and, for each requested disbursement, the prior expenditure by the Grantee of the amount requested to be disbursed plus the prior expenditure by Grantee of local matching funds equal to at least **1.20** times the amount requested to be disbursed plus any prior disbursements by the COMMONWEALTH.

Subject to the foregoing conditions, available COMMONWEALTH funds, if not used, will accumulate and be available in the subsequent month. However, COMMONWEALTH reimbursement will never exceed the availability as shown by this schedule.

The drawdown schedule is hereby approved _____
Natalia Dominguez Buckley Date

EXHIBIT “B”

Sub-Grant Agreement

SUB-GRANTEE AGREEMENT

**BETWEEN THE REDEVELOPMENT AUTHORITY OF THE
COUNTY OF MONTGOMERY
AND
HOLY REDEEMER HEALTH SYSTEM**

THIS SUB-GRANTEE AGREEMENT ("Agreement") effective the _____ day of _____, 202__ entered into by and between the **REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY**, having an address of 104 W. Main Street, Suite 2, Norristown, Pennsylvania 19401 ("Authority") and **HOLY REDEEMER HEALTH SYSTEM**, having an address of 1648 Huntingdon Pike, Meadowbrook, Pennsylvania 19046 ("Sub-grantee") for payment of Redevelopment Assistance Capital Program ("RACP") funds for eligible activities associated with property located at 1648 Huntingdon Pike, Meadowbrook, Pennsylvania 19046 (the "Property").

BACKGROUND:

WHEREAS, pursuant to The Capital Facilities Debt Enabling Act of February 9, 1999 (the "Act"), providing for redevelopment assistance, the Commonwealth of Pennsylvania Office of the Budget (the "OB") is authorized to provide grants to those projects that have been listed as "Redevelopment Assistance Projects" in a Capital Budget Itemization Act; and

WHEREAS, the Capital Budget Itemization Act of 2020 includes \$2,000,000 (the "RACP Grant") in Redevelopment Assistance Capital Program funds for Sub-grantee; and **WHEREAS**, Sub-grantee is undertaking a project known as the Holy Redeemer Hospital Cancer Center Expansion project (the "Project"); and

WHEREAS, the Act authorizes redevelopment authorities to file applications for redevelopment projects within the County; and

WHEREAS, the Project is being constructed, or will be constructed entirely within the host municipality of the Township of Abington (the “Township”), located in Montgomery County; and

WHEREAS, in accordance with the RACP application requirements, Subgrantee submitted an application on May 9, 2022 for the RACP Grant (together the "Application"); and

WHEREAS, the Application is fully incorporated herein by reference; and

WHEREAS, the OB issued Grant Contract No. ME 300-2730 for the eligible activities covered under the Application (the "Contract"), which Contract is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Sub-grantee and the Township have entered into a separate Indemnity Agreement confirming that the Sub-grantee agrees to indemnify the Township and repay, reimburse, or refund any expenditures required to be matched, paid, or refunded by the Township to the Authority and/or Commonwealth of Pennsylvania; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions applicable to the processing of the RACP Grant for the Project as required by Special Condition 2 in the Contract.

NOW, THEREFORE, for good and valuable consideration, the parties hereto intending to be legally bound, hereby agree as follows:

I. RACP Grant.

1. Terms. All terms not defined herein shall have the terms as set forth in the Contract. Any conflict between terms defined herein and terms defined in the Contract shall have the meaning ascribed to them in the Contract.

2. Grant Amount. Subject to the terms and conditions set forth herein and the terms of the Contract, the Authority agrees to provide grant assistance to the Project up to the RACP

Grant. Sub-grantee shall utilize the RACP Grant solely and exclusively to fund eligible Project costs in accordance with the Application and Contract as determined by the OB.

3. Grant Disbursement. Upon Sub-grantee's incurrence of all or a portion of eligible costs and submission of invoices and other relevant documentation to the Authority evidencing same, the Authority shall submit to the OB, which is the agency that administers the RACP Grant on behalf of the Commonwealth of Pennsylvania, a payment requisition form along with the invoices and other relevant documentation provided by the Sub-grantee. Upon receipt of funds from the Commonwealth of Pennsylvania, the Authority shall reimburse Sub-grantee the received funds, up to 100% of eligible Project costs specified on the Application, not to exceed the RACP Grant. The Authority, Commonwealth of Pennsylvania, and/or their respective Consultants shall have the right to inspect the Project and the Property at any reasonable time, until final disbursement to Sub-grantee of any remaining approved RACP Grant funds for the Project, for the purpose of evaluating compliance with this Agreement and/or the Contract. All such inspections shall be for the sole use and benefit of the Authority and the Commonwealth of Pennsylvania and shall not be relied upon by any other party. "Consultant(s)," as used herein, shall mean individually and collectively, such persons and/or entities as may be selected by the Authority or the Commonwealth of Pennsylvania, including, but not limited to, architects, engineers and inspectors, to perform various tasks, including, but not limited to, the inspection of the Property and improvements.

4. The requirements of the Contract and all applicable federal, state and local laws and regulations are incorporated herein by reference.

II. Representations and Warranties.

1. Sub-grantee. To induce the Authority to enter into this Agreement and to disburse the proceeds of the RACP Grant in accordance with the provisions hereof, the Sub-grantee represents and warrants that:

a. Holy Redeemer Health System is a Pennsylvania nonprofit corporation organized and existing in good standing under the laws of the State of Pennsylvania and qualified to do business in the Commonwealth of Pennsylvania.

b. This Agreement has been duly and validly executed by Sub-grantee and constitutes the valid and legally binding agreement of Sub-grantee enforceable in accordance with its terms and, when duly executed and delivered pursuant to the provisions hereof, shall constitute the valid and binding obligations of the Sub-grantee.

c. The RACP Grant is necessary for the completion of the Project and there is sufficient additional funding in place so that, when combined with the RACP Grant, it will allow for the completion of the Project.

d. There is no litigation or governmental proceeding which would affect the eligibility of Sub-grantee's receipt of the RACP Grant, pending or, to the best knowledge of the Sub-grantee or its officers, threatened against the Sub-grantee other than that which has been previously disclosed to the Authority in writing.

e. The execution and delivery of this Agreement, consummation of the transactions herein contemplated in compliance with the terms and provisions hereof will not conflict with, or result in a breach of any law governing the activities, powers and duties of the Sub-grantee, or of any agreement, indenture or other instrument to which the Sub-grantee is a party or by which it is bound or to which it or its property is subject, or constitute a default thereunder, and will not result in the creation or imposition of any lien, charge or encumbrance of any nature

whatsoever upon any of the property of the Sub-grantee pursuant to the terms of any such agreement, indenture or other instrument.

f. No persons described as employee, agent, consultant, officer, or elected official or appointed official of the Authority, or of any designated public agencies, or subrecipients which are receiving funds under an Authority agreement, who exercise or have exercised any functions or responsibilities with respect to RACP Grant activities assisted under this Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, have obtained or will obtain a personal or financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

g. The Sub-grantee has reviewed the Application and all the information contained therein relating to the Project and certify that the Application is true and correct as of the date of entering into this Agreement and that there have been no material changes to the Sub-grantee.

h. The Sub-grantee has read the Contract and has had the opportunity to review it with legal counsel of its choice, agrees to be bound by the terms thereof and to comply with all of the requirements set forth therein, and assumes responsibility for any breach or violation.

III. Covenants of the Sub-grantee.

1. Continuing Covenants. The Sub-grantee now hereby covenants that:

a. Sub-grantee shall use the proceeds of the RACP Grant solely for the purposes of reimbursing eligible Project costs and as set forth in the Application.

b. Until the final disbursement by the Commonwealth of Pennsylvania under the RACP Grant, Sub-grantee shall preserve their current status, rights, and privileges of franchises and maintain their good standing under the laws of the Commonwealth of Pennsylvania.

c. Sub-grantee shall comply with all laws, regulations and orders of any court or governmental body having jurisdiction over the Project.

d. Sub-grantee shall give immediate notice to the Authority of the occurrence of any event of default hereunder.

e. Sub-grantee shall assume and be responsible for any and all obligations of the Authority as set forth in the Contract. Sub-grantee understands that the Authority is serving as a conduit for the RACP Grant and that any ineligible Project costs and expenses not otherwise reimbursed to the Authority and any expenses incurred by the Authority in the administration of this RACP Grant pursuant to the Contract and this Agreement are the responsibility of the Sub-grantee, either to be paid directly by Sub-grantee or to be reimbursed to the Authority if the Authority has to pay such costs and expenses.

f. Sub-grantee further assumes and is responsible for any and all expenses or obligations incurred by the Township in the administration of this RACP Grant pursuant to the separate Indemnity Agreement, and any funds required to be matched, paid, or refunded by the Township to the Authority and/or the Commonwealth of Pennsylvania are the responsibility of the Sub-grantee, either to be paid directly by Sub-grantee or to be reimbursed to the Authority or the Township if the Authority or the Township, respectively, has to pay such costs and expenses.

g. Sub-grantee shall not, under any circumstances, make any claims or demands of or against the Authority relating to this Agreement, the RACP Grant and/or Project.

h. Sub-grantee shall not, under any circumstance, file any type of suit against the Authority, in any venue, in connection with this Agreement, the RACP Grant and/or the Project.

IV. Compliance with the Act and Regulations.

1. Sub-grantee acknowledges that use of the RACP Grant obligates it to comply with the requirements of the Contract, the Act and any laws and regulations issued pursuant thereto.

Sub-grantee certifies that it has reviewed and has read the Contract, understands its terms and specifically agrees that:

a. It will maintain all books, records, reports and other documents as required in the Contract and/or the Act and any laws and regulations issued pursuant thereto and provide access thereto to Authority so it may comply with its obligations thereunder. Such books, records and other documents shall reflect and disclose fully the amount and disposition of the funds and the total cost of the activities paid for, in whole or in part with these funds.

b. It will comply with other uniform administrative requirements as set forth in the Contract or as may be hereafter amended as they may be applicable to Sub-grantee and to provide all necessary information in a timely fashion to the Authority to allow the Authority to maintain compliance with its obligations under the Contract and/or the Act and any laws and regulations issued pursuant thereto.

V. Events of Default by Sub-grantee.

1. The occurrence of any one or more of the following events by Sub-grantee shall constitute an Event of Default.

a. Failure of Sub-grantee to observe or perform any condition, duty, obligation, covenant, agreement, warranty or undertaking required of the Sub-grantee under this Agreement or any of the responsibilities it is assuming under the Contract in connection with the RACP Grant.

b. Determination by the Authority that any statements, certificates, reports, representations or warranties or other information made or furnished at any time by the Sub-grantee in connection with the RACP Grant or this Agreement or, at the time made, were false or erroneous in any material respect.

c. Use of the proceeds of the RACP Grant for purposes other than paying the eligible Project costs.

VI. Termination.

1. Misuse of Grant. In the event the Authority or the Commonwealth of Pennsylvania determine that Sub-grantee is not administering or implementing the Project in accordance with the Act and any laws and regulations issued pursuant thereto and/or the provisions of the Contract or this Agreement, the Authority shall have all of the rights and remedies in relation to the Sub-grantee as set forth in the Contract as the Commonwealth of Pennsylvania has relative to the Authority, as if said were set forth at length herein.

2. Authority Discretion. By executing this Agreement, Sub-grantee understands, acknowledges and agrees that the Authority may terminate this Agreement at any time, for any reason, if the Authority deems it necessary to do so.

VII. Miscellaneous.

1. Sub-grantee agrees to protect, indemnify, defend and hold harmless the Authority, the Commonwealth, the Township and all of their agencies, commissioners, officers, agents and employees from and against any and all claims, demands, damages, liabilities, costs and expenses (including attorneys' fees) for any disputes whatsoever arising out of or pertaining to the Project, Property, the RACP Grant, the Contract or this Agreement, including those arising out of disputes between Sub-grantee and the general contractor, or between any contractor and any subcontractor, materialman or person, firm or supplier, furnishing work, supplies or services in connection with the Project, or between Sub-grantee or any other contractor or any subcontractor and any municipal or public authority, or between Sub-grantee and any broker pertaining to this transaction and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity which may be damaged or injured by Sub-grantee or any agent, employee or independent

contractor of Sub-grantee in the performance of the Project or this Agreement from any tort liability or breach of contract or any other agreement which arises from the Sub-grantee's undertaking of the Project.

Sub-grantee understands and acknowledges that a condition of this Agreement is that Sub-grantee obtain liability insurance policies that name the Authority, Commonwealth, and Township as additional insureds, proof of which shall be provided to the Authority upon request, and which shall protect the Authority, the Commonwealth, Township, their agents, employees or assigns, from claims of bodily injury and/or property damage arising out of any activities performed by the Sub-grantee and its employees, agents or assigns under this Agreement, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this Project, whether or not actively engaged in the Project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Authority, the Commonwealth, Township and/or its employees, agents and assigns. Upon request, the Sub-grantee shall furnish the Authority proof of insurance as required by this paragraph. The provisions of this paragraph shall survive the termination of this Agreement. The Commonwealth and Township are third party beneficiaries under this provision and Sub-grantee agrees and understands that each shall have the right to separately enforce this provision.

2. Sub-grantee acknowledges that the obligation of the Authority to provide RACP Grant pursuant to this Agreement is dependent upon the receipt of the same from the Commonwealth of Pennsylvania and the Authority shall have no obligations to provide funding to Sub-grantee under this Agreement until and unless it has received funds from the Commonwealth of Pennsylvania for said payment.

3. The Sub-grantee agrees to reimburse the Authority for any attorneys' fees and costs, as well as administrative fees and costs that it incurs relative to this Agreement, the RACP Grant, and/or the Project.

4. In consideration for the Authority's agreement to enter into this Agreement, and not as purchase price for the Property or other similar payment, Sub-grantee shall pay a fee (the "Authority Fee") to the Authority in the amount of one percent (1%) of the RACP Grant funds (\$20,000.00). The Authority Fee shall be paid in full to the Authority at the time the first installment of the RACP Grant is distributed to Sub-grantee.

5. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of the Commonwealth.

6. The terms and provisions of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provision of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant or condition or provision hereof unenforceable or invalid.

7. The parties do not intend the benefits of this Agreement to inure to any third party, except as to the indemnification in Section VII.1. above, which also benefits the Commonwealth and the Township. No portion of the Authority's commitment to make the RACP Grant will, at any time, be subject to attachment or levy by any creditor of Sub-grantee or by any contractor, subcontractor, materialman or supplier or any creditor of any such contractor, subcontractor, materialman or supplier. This Agreement shall not be construed as creating any rights, claims, or causes of action against the Authority or any officer, agent or employee thereof in favor of any

contractor, subcontractor, supplier of materials or any of their respective creditors or any other person or entity other than the Authority.

8. The provisions of this Agreement shall inure to the benefit of the Authority, Sub-grantee and the respective successors and assigns, except that Sub-grantee may not assign or transfer any of its rights hereunder without the prior written consent of the Authority.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day, month and year first written above.

			REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY
Witness:		By:	
			Jonathan Spergel, Chair Redevelopment Authority Board

			HOLY REDEEMER HEALTH SYSTEM
Witness:		By:	
			Name: Title:

Exhibit "A"
Grant Contract

INDEMNITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 202__, by and between the **TOWNSHIP OF ABINGTON**, a township of the First Class with an address of 1176 Old York Road, Abington, Pennsylvania 19001 (“Township”) and **HOLY REDEEMER HEALTH SYSTEM**, with an address of 1648 Huntingdon Pike, Meadowbrook, Pennsylvania 19046.

BACKGROUND

1. Holy Redeemer Health System is redeveloping a property in Abington Township, Montgomery County, Pennsylvania, located at the Holy Redeemer Hospital site, 1648 Huntingdon Pike, Meadowbrook, Pennsylvania 19046 (“Property”), and known as the Holy Redeemer Hospital Cancer Center Expansion project.
2. In connection with the redevelopment of the Property, Holy Redeemer Health System has entered into a Sub-Grant Agreement with the Redevelopment Authority of the County of Montgomery (“Authority”), dated _____, 202__, relating to the use of Redevelopment Assistance Capital Funds, which is grant funding from the Commonwealth of Pennsylvania, specifically the Office of the Budget, and administered by the Authority.
3. The Township, as the host municipality for the project at the Property, has entered into a cooperation agreement (“Cooperation Agreement”) with the Authority, to guarantee certain contingent obligations of the Authority to the Commonwealth as specifically provided for in the Cooperation Agreement and the Contract between the Commonwealth and the Authority.
4. In connection with its obligations under the Cooperation Agreement, Holy Redeemer Health System desires to take appropriate actions to ensure that contingent repayment obligations are not incurred by the Township and desires to reimburse the Township for any costs incurred under the Cooperation Agreement, all as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Holy Redeemer Health System agrees to provide the Township with copies of all documentation submitted by the Authority in order to initiate all disbursements of grant funds to the Authority by the Commonwealth. This documentation shall be submitted by Holy Redeemer Health System to the Township at the same time(s) that Holy Redeemer

Health System submits it to the Authority. The documentation submitted by Holy Redeemer Health System shall be send to the following address:

Mr. Christopher S. Christman, Township Manager
Township of Abington
1176 Old York Road
Abington, PA 19001

2. Upon receipt of documentation from Holy Redeemer Health System, the Township may take any actions it deems necessary to confirm, to its satisfaction, that Holy Redeemer Health System's request for reimbursement pertain to paid, eligible, and reimbursable project expense(s). The Township is hereby authorized by Holy Redeemer Health System to access the Property for any inspections pertaining to the reimbursement request so that the Township can confirm that the work covered therein has been satisfactorily completed and made a part of the project, and to confirm that the work for which reimbursement has been requested, to the extent applicable, has been satisfactorily constructed, installed, incorporated into or otherwise made a part of the Project, that the expenses therefore have been paid by Holy Redeemer Health System and that the expenses are for eligible and reimbursable project costs. All such access shall be with reasonable advance notice during daytime business hours to the **Holy Redeemer Health System Corporate Offices at 215-938-4650**.
3. Holy Redeemer Health System agrees to cooperate with the Township's reasonable efforts to confirm that Commonwealth funds are released and/or disbursed for paid, eligible and reimbursable purposes.
4. Holy Redeemer Health System agrees to defend, indemnify and save harmless Township (including all officers, board members and commissioners, and officials, staff and employees) from and against any and all suits, claims, judgments, awards, damages, fines, penalties, forfeitures, and costs, including reasonable attorney's fees, and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party through the negligence or willful misconduct of Holy Redeemer Health System or its agents, servants, or employees in the performance or subsequent to the completion of the work for or on the Holy Redeemer Hospital Cancer Center Expansion project or contemplated by the Cooperation Agreement and/or Sub-Grantee Agreement.
5. Holy Redeemer Health System agrees to indemnify and pay or repay, on behalf of the Township, any grant fund, or any portion thereof, received by Holy Redeemer Health System and later determined to be misused, misappropriated, ineligible for reimbursement by the appropriate regulatory agency or grant auditors, or otherwise required to be matched, paid or refunded by Township to the Authority and/or Commonwealth of Pennsylvania. This includes any and all attorney's fees incurred or borne by the Township.

6. Holy Redeemer Health System agrees to repair any damage to Township-owned property caused by Holy Redeemer Health System's negligence or willful actions.
7. Holy Redeemer Health System agrees to reimburse the Township for:
 - a. reasonable attorney's fees incurred in the preparation, negotiation and execution of the Agreement and the Cooperation Agreement, as well as any other attorney's fees reasonably incurred in carrying out the Township's obligations under the Cooperation Agreement;
 - b. costs reasonably incurred by the Township to confirm that the Commonwealth funds are released and/or disbursed only for paid, eligible and reimbursable purposes, and Holy Redeemer Health System shall make payment to the Township within thirty (30) days of receipt of an itemized invoice; and
 - c. any by sums which the Township expends by virtue of its guarantee under the Cooperation Agreement and the Contract between the Commonwealth and the Authority.

Itemized invoices shall be sent to:

<NAME>, <TITLE>

Holy Redeemer Health System

1648 Huntingdon Pike

Meadowbrook, PA 19046

[remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Agreement to be executed the day and month as set forth above.

ABINGTON TOWNSHIP

By: _____

Name:

Title:

Attest: _____

HOLY REDEEMER HEALTH SYSTEM

By: _____

Name:

Title:

Attest: _____

[]

*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

<u>May 8, 2025</u>	<u>BOC-10-050825</u>	FISCAL IMPACT
<i>DATE</i>	<i>AGENDA ITEM NUMBER</i>	Cost > \$10,000
<u>Public Works</u>		Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>DEPARTMENT</i>		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes <input type="checkbox"/> No <input type="checkbox"/>

AGENDA ITEM:

Public Works award bid for 2025 Storm Sewer Inlets and Manhole Structures

EXECUTIVE SUMMARY:

The bid was advertised in the Intelligencer Newspaper on April 25, 2025. Proof of publication was received. Copies of the bid was placed on the township's website and on PennBid as well. Bids were opened electronically via PennBid on Monday, May 5, 2025 at 10AM.

2025 Storm Sewer Inlets and Manhole Structures Bid .

PREVIOUS BOARD ACTIONS:

The bids is a yearly procurement bid for township projects for storm sewer inlets and manhole structures.

RECOMMENDED BOARD ACTIONS:

Motion to award the 2025 Storm Sewer Inlets and Manhole Structures Bid to XXXXX in the amount of XXXXX and authorize the Township Manager to execute the contract. *(Mr. Jones)*



*BOARD OF COMMISSIONERS REGULAR
PUBLIC MEETING*

AGENDA ITEM

<u>May 8, 2025</u>	<u>FC-02-050825</u>	FISCAL IMPACT
<i>DATE</i>	<i>AGENDA ITEM NUMBER</i>	Cost > \$10,000
Finance		Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>DEPARTMENT</u>		PUBLIC BID REQUIRED
		Cost > \$20,100
		Yes <input type="checkbox"/> No <input type="checkbox"/>

AGENDA ITEM:

Resolution No. 25-017- Participation in the PLGIT P-Card Program

EXECUTIVE SUMMARY:

The PLGIT P-Card Program will allow the Township to use procurement cards to purchase goods and services. The benefits as compared to traditional credit cards are enhanced internal controls, and streamlined processing and greater purchasing efficiencies. The Township will also receive a rebate on all dollars spent. There is no cost to the Township. A resolution is required in order to apply.

PREVIOUS BOARD ACTIONS:

N/A

RECOMMENDED BOARD ACTIONS:

Motion to adopt Resolution No. 25-017 authorizing the Township Manager and/or Finance Director to enter into an agreement with the Pennsylvania Local Government Investment Trust ("PLGIT") and its' banking partner, BMO Harris Bank, to participate in the Payment Solutions P-Card Program. (Ms. Hermann)

**ABINGTON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 25-017

**A RESOLUTION APPROVING AN AGREEMENT WITH THE PENNSYLVANIA
LOCAL GOVERNMENT INVESTMENT TRUST (“PLGIT”) AND BMO HARRIS
BANK FOR THE PARTICIPATION IN THE PROCUREMENT CARD (“P-CARD”)
PROGRAM.**

WHEREAS, the Township of Abington (“Township”) is a municipality organized and existing under the First Class Township Code (“Code”), 53 P.S. § 55101 et seq., of the Commonwealth of Pennsylvania; and

WHEREAS, the Township wishes to participate in the Pennsylvania Local Government Investment Trust (“PLGIT”) procurement card program (“P-CARD”); and

NOW, THEREFORE, be it resolved that on the 8th day of May, 2025, that the Board of Commissioners of the Township of Abington does hereby authorize the Township Manager and/or Finance Director, to enter into an agreement with the Pennsylvania Local Government Investment Trust ("PLGIT") and its' banking partner, BMO Harris Bank, to participate in the Payment Solutions P-Card Program.

TOWNSHIP OF ABINGTON

Attest:

Christopher S. Christman
Township Manager & Secretary

By: _____
Thomas Hecker, President
Board of Commissioners