

TOWNSHIP OF ABINGTON

(4) PUBLIC AFFAIRS COMMITTEE

November 1, 2017

7:00 P.M.

CALL TO ORDER

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

MINUTES:

Motion to approve the minutes of the October 4, 2017 Public Affairs Committee Meeting.

PRESENTATION: Library Board Member - Air Conditioning Construction Update
(President, Tom Tyler or Mr. Brian Mays)

PA-01-110117 Consider Disposition/Destruction of Abington Township Police Department Records (Police -Chief Livingood)

Motion to authorize the disposal/destruction of Accident, Utility, Offense reports, copies of traffic citations and completed/closed summary arrest reports from 2004 through 2010. Completed/Closed case folders, excluding major crime cases, through 1995. Police employee overtime cards, detail invoices, K9 sheets, payroll/deposit forms through 2011.

PA-02-110117 Presentation of a Cooperation Agreement between Abington Township and the Redevelopment Authority of the County of Montgomery (Jerry Nugent)

Consider the MCRDA request to adopt Resolution 17-029 of the Township of Abington, County of Montgomery, Commonwealth of Pennsylvania, authorizing the President of the Board of Commissioners and the Township Secretary to execute a Cooperation Agreement with the Redevelopment Authority of the County of Montgomery.

If the Board supports the adoption of a Cooperation Agreement a motion to adopt Resolution 17-029 would be in order. Conversely, if the Board does not support a cooperation agreement no action is required.

TOWNSHIP OF ABINGTON

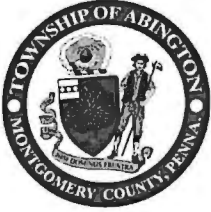
(4) PUBLIC AFFAIRS COMMITTEE

PA-03-110117 Consider Acquisition of 1100-1102 Old York Road
(Mr. Spiegelman)

Consider the condemnation of certain real estate property located at 1100-1102 Old York Road; or consider authorizing the purchase of the property at 1100-1102 Old York Road

PA-04-110117 Consider Resolution No. 2017-028 (Mr. Clarke)

Motion to authorize condemnation of portions of certain real property located at or near state route 2034 (Edge Hill Road), Section MGI, and/or state route 2036 (Tyson Avenue), Section MGI, as more particularly described below, for the acquisition of temporary construction easements for the purpose of roadway and other public improvements for the Edge Hill Road and Tyson Avenue reconstruction project, federal project number X064193-L240, Pennsylvania Department of Transportation Project MSMP 57865



PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

11-01-2017

PA-01-110117

DATE

AGENDA ITEM NUMBER

Police - Records

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$19,700.

Yes

No

AGENDA ITEM:

Disposition/Destruction of Abington Township Police Department Records

EXECUTIVE SUMMARY:

Disposition/destruction of these records is in accordance with the schedule set up by the State of Pennsylvania (Chapter 13 of Title 46 of the Pennsylvania Code, entitled Retention and Disposition Schedule for Records of Pennsylvania Municipalities, promulgated by the Pennsylvania Historical Museum Commission).

The request for the destruction of Police Department records is the second part of an ongoing project. The project is in compliance with the Municipal Records Act of 1968, (pertinent sections attached) and Abington Township Ordinance No. 1652.

On November 12, 2009 the Board of Commissioners authorized the disposal/destruction of Police Department records through 2004 (list of items/meeting minutes attached) Destruction of these records is now complete.

We currently have three 95 gallon bins at the Public Safety Annex building. Shred One shred the contents of the bins once a month. we expect to need the bins through February 2018.

PREVIOUS BOARD ACTIONS:

Ordinance No. 1652, adopted March 9, 1989, provided for the retention and destruction of Township records.

RECOMMENDED BOARD ACTION:

Motion to authorize the disposal/destruction of Accident, Utility, Offense reports, copies of traffic citations and completed/closed summary arrest reports from 2004 through 2010. Completed/Closed case folders, excluding major crime cases, through 1995. Police employee overtime cards, detail invoices, K9 sheets, payroll/deposit forms through 2011.

POLICE RECORDS

PO-1 Animal Law Enforcement Records

Retain 2 years.

PO-2 Bicycle Registration Records

Retain 2 years.

PO-3 Calibration Records

Includes chemical analysis intoxilizer, vehicle speedometer, radar, vehicle and other speed measuring devices.

Retain 5 years.

→ **PO-4 Citations (Traffic and Non-Traffic)**

Retain 3 years if not part of Criminal History Case File.

PO-5 Community Relations Files

Includes information relating to business and home security surveys, crime prevention, education programs, neighborhood crime watch, and public safety.

Retain as long as of administrative value.

→ **PO-6 Complaints/Incident Reports/Offense Reports/Initial Activity Reports**

Initial reports completed by officers providing basic information on nature of offense or complaint, time frames, names, descriptions, vital statistics, vehicle information and actions taken.

Retain 3 years if not part of Criminal History Case File.

PO-7 Court Orders

Orders signed by the judge including expungements and protection from abuse orders.

Retain as long as of administrative and legal value if not part of Criminal History Case File.

→ **PO-8 Criminal History/Investigatory Case Files**

Official case file records, including but not limited to: arrest and detention records, citations and complaints, crime analysis, evidence records, field notes, hospital and medical records, lab reports, offense reports, probation and parole records, press releases, warrants, subpoenas, and vehicular reports.

(1) Homicides/Suspicious Deaths:

Retain 75 years.

(2) Summary Cases:

Retain 5 years after close of investigation.

(3) All other Cases

Retain 20 years after close of investigation.

PO-9 Criminal History Dissemination Records

Records that document the dissemination of criminal histories and other law enforcement information to other agencies or criminal information systems. Information includes name of requester, agency requesting, reason for request, information disseminated and signatures.

Retain same length of time as case file. If no criminal record is found, retain 2 years.

PO-10 Daily Activity Records

Records pertaining to officer activity, including assignment sheets, officer activity reports, patrol logs, sign-in logs, and work schedule. Serves as a time record.

Retain 3 years.

PO-11 Dispatcher's Logs

Lists time and location of all calls received for police services.

Retain 3 years after last entry.

PO-12 Firearms and Ammunition Records (Departmental)

Records and inventories of assigned weapons and other equipment.

Retain 2 years after superseded or obsolete.

PO-13 Hunting Accident Reports (Submitted to the Pennsylvania Game Commission)

Retain 2 years.

PO-14 Internal Affairs Case Files

(1) Incident Log:

Retain 7 years after last entry.

(2) Substantiated Charges:

Retain 3 years after termination of employment.

(3) Unsubstantiated Charges:

Retain 3 years after close of investigation or comply with union rules if applicable.

→ **PO-15 K-9 Corps Records**

Retain veterinary and training records 2 years after retirement or death of dog.

PO-16 Master Name Index

Usually in card form. Serves as a name index to the official case files.

Retain as long as of administrative value.

PO-17 Missing Persons File

Information may include missing person's declaration statement, name and description of individual, circumstances of disappearance, family members and contacts, operator and vehicle information, photographs, and case status.

Retain until case considered closed.

→ **FN-12 Daily Cash Records**

Indicates daily cash balances, receipts and disbursements for each department.

Retain 3 years.

→ **FN-13 Deposit Slips**

Consists of copies of slips listing and accompanying bank deposits showing date, account, check numbers and amounts

Retain 7 years.

FN-14 Depreciation Schedules

Used for planning equipment expenditures and budgeting, record indicates depreciation allowances for age or wear.

Retain for life of equipment plus 3 years.

FN-15 Expense Reports (Employee)

Contains record of expenditures by employees traveling on official business. may also include receipts, permission slips or authorization forms, and other records relating to travel expenses.

Retain 7 years.

FN-16 Financial Statements

Usually indicates date, account, receipts, expenditures (actual and budget) and balances.

Periodic-Retain until final completion of audit.
Certified by auditor- Retain permanently.

FN-17 Investment Records

Includes records relating to original financial instruments executed to invest municipal funds showing amount of certificate, term and rate of interest.

Retain 6 years after cancellation.

Board of Commissioners Meeting

November 12, 2009

Commissioner DiJoseph asked for any comments from Commissioners. There were none.

Commissioner DiJoseph asked for any staff or public comments. There were none.

MOTION was ADOPTED 15-0.

Distribution/Destruction of Township Records

Commissioner Carlin made a MOTION, seconded by Commissioner Lynott to authorize the disposal/destruction of the following Police Department records:

Accident reports from 1978 through 2004
Offense reports from 1978 through 2004
Utility reports from 1978 through 2004
Summary arrest reports from 1978 through 2004
Traffic citations from 1978 through 2004

These records are stored at the Abington Township Police Annex and at the Police Station.

Commissioner DiJoseph asked for any comments from Commissioners. There were none.

Commissioner DiJoseph asked for any staff or public comments. There were none.

MOTION was ADOPTED 15-0.



PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

11-01-2017

DATE

Administration

DEPARTMENT

PA-02-110117

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$19,700.

Yes

No

AGENDA ITEM:

Consider Resolution 17-029, Cooperation Agreement with the Redevelopment Authority of the County of Montgomery

EXECUTIVE SUMMARY:

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.

PREVIOUS BOARD ACTIONS:

None

RECOMMENDED BOARD ACTION:

Consider a Resolution 17-029 of the Township of Abington, County of Montgomery, Commonwealth of Pennsylvania, authorizing the President of the Board of Commissioners and the Township Secretary to execute a Cooperation Agreement with the Redevelopment Authority of the County of Montgomery.

**TOWNSHIP OF ABINGTON
RESOLUTION NO. 17-029**

**A RESOLUTION OF THE TOWNSHIP OF ABINGTON,
COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA,
AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS AND THE
TOWNSHIP SECRETARY TO EXECUTE A COOPERATION AGREEMENT WITH THE
REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY**

WHEREAS, Abington Memorial Hospital (“Hospital”) has entered into a Sub-grant Agreement with The Redevelopment Authority of the County of Montgomery (“Authority”), dated August 16, 2017, attached hereto as Exhibit “A,” pursuant to which the Authority has agreed to facilitate an application for a grant (“Grant”) in the amount of one million dollars pursuant to the Redevelopment Assistance Capital Program (“Program”) administered by the Commonwealth of Pennsylvania Office of the Budget (“OB”) for a project known as the Enhancing the Patient Experience at Abington Hospital Project (“Project”); and

WHEREAS, the Authority has entered into a contract (“Contract”) with the Commonwealth setting forth the terms, requirements, obligations and conditions in connection with the use of the funds to be awarded in connection with the Project (“Grant Funds”); and

WHEREAS, the Township of Abington (“Township”) has agreed to serve as the host municipality for the Project and, as required by OB and the Program, to act as guarantor of certain contingent repayment obligations of the Authority pursuant to the Contract; and

WHEREAS, the Board of Commissioners is now required to enter into a Cooperation Agreement with the Authority to memorialize the Township’s guarantee of repayment of the Grant Funds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania, that the President of the Board of Commissioners and the Township Secretary are hereby authorized to execute the Cooperation Agreement attached hereto as Exhibit “B.”

RESOLVED and **ADOPTED** this ___ day of _____, 2017.

TOWNSHIP OF ABINGTON

Wayne C. Luker, President
Board of Commissioners

ATTEST:

Richard J. Manfredi, Secretary

COOPERATION AGREEMENT BETWEEN
ABINGTON TOWNSHIP
AND
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY

THIS COOPERATION AGREEMENT, made the _____ day of _____, 2017, between Abington Township (hereinafter the “Township”) and the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY (hereinafter the “Authority”).

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. Section 1701 *et seq.*, as amended, and the Authority was established for the purpose, among other things, of encouraging the provisions of economic revitalization and decent living environments for persons of the Commonwealth of Pennsylvania (the “Commonwealth”); and

WHEREAS, the Township is a municipal corporation located in Montgomery County and has agreed to serve as the host municipality for the Enhancing the Patient Experience at Abington Memorial Hospital Project; and

WHEREAS, Abington Memorial Hospital (the “Developer”) is located at 1200 York Road, Abington, Pennsylvania; and

WHEREAS, the Enhancing the Patient Experience at Abington Memorial Hospital Project (the “Project”) is located at 1200 York Road, Abington Township (the “Property”); and

WHEREAS, in furtherance of its purpose, the Authority has, together with the Developer, submitted an application (the “Application”, Exhibit A hereto) to the Commonwealth’s Office of the Budget to receive a one million dollar grant (the “Grant Funds”) through the Commonwealth’s Redevelopment Assistance Capital Program (the “Program”) to fund the renovations of the Abington Hospital Enhancing the Patient Experience Project (as more fully defined in the Application); and

WHEREAS, the Authority has entered into a contract (the “Contract”, Exhibit B hereto) with the Commonwealth setting forth the terms, requirements and obligations and conditions in connection with the use of any 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, August 16, 2017 entered into by and between the Authority and the Developer, the Developer has agreed to comply with the terms of the Sub-grant Agreement attached hereto as Exhibit C; and

WHEREAS, in accordance with the Program requirements, the host municipality for the project must act as guarantor of certain contingent repayment obligations of the Authority under the Contract pursuant to the terms and conditions of this Agreement, and the Township is willing to do so in recognition of the benefits that inure to the Township and its residents as a result of the Project.

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 Authority shall administer the Grant Funds in accordance with the terms and conditions set forth in the Contract and ensure that the Township shall receive a copy of each request for reimbursement for paid, eligible Project expenses submitted to the Commonwealth.

2. The Township agrees to absolutely, unconditionally and irrevocably guarantee to the Commonwealth, subject to any time period set forth in the Contract as applicable to the Authority and further subject to any rights and defenses applicable to the obligations of the Authority, the prompt and full repayment of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth pursuant to the terms and conditions of the Contract (“Guaranty of Obligations”).

3. The Township agrees to take all actions necessary in connection with the Guaranty of Obligations set forth in Paragraph 2 above, including the adoption of a Resolution by the Board of Commissioners of the Township authorizing the execution of this Agreement.

4. 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, and (b) termination of the Contract pursuant to the terms and conditions thereof, and 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 pursuant to the terms and conditions of the Contract (the “Termination Date”).

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

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

7. 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.

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

[signatures appear 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.

**BOARD OF COMMISSIONERS OF
ABINGTON TOWNSHIP**

BY: _____
Wayne C. Luker, President

ATTEST: _____ (SEAL)
Richard J. Manfredi, Secretary

**REDEVELOPMENT AUTHORITY OF THE
COUNTY OF MONTGOMERY**

BY: _____
Jonathan Spergel, Chairman

ATTEST: _____ (SEAL)
Michael J. Becker, Secretary

Abington Hospital
"Enhancing the Patient
Experience"

Contract No. ME 300-1562

FC # _____

RACP

CONTRACT BETWEEN

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

AND

Redevelopment Authority of the County of Montgomery

REDEVELOPMENT ASSISTANCE GRANT AGREEMENT

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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 by and between the Commonwealth of Pennsylvania (hereinafter referred to as the "COMMONWEALTH"), acting through the Office of the Budget (hereinafter referred to as "OB"), and the Redevelopment Authority of the County of Montgomery (hereinafter referred to as the "GRANTEE").

WHEREAS, the COMMONWEALTH, through OB, is authorized to approve for funding projects which have been listed in a Capital Budget Project Authorization Act as Redevelopment Assistance Projects and which meet the standards established in the Capital Facilities Debt Enabling Act, Act of February 9, 1999 (P.L. 1, No. 1) (hereinafter referred to as "CFDEA"); and

WHEREAS, the GRANTEE has requested approval for the project known as the Enhancing the Patient Experience at Abington Memorial Hospital (hereinafter referred to as the "PROJECT")

WHEREAS, the GRANTEE is desirous of obtaining funding, and is willing to comply with all applicable laws and requirements of OB relevant to the PROJECT; and

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

NOW, THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, agree as follows:

**ARTICLE 1
EFFECTIVE DATES**

This CONTRACT will commence on the date of final execution by all parties hereto and will terminate on June 30, 2022, unless terminated earlier pursuant to the provisions of Article 13 hereof.

**ARTICLE 2
AMOUNT OF CONTRACT AND DISBURSEMENTS**

A. This CONTRACT shall be in an amount up to \$1,000,000. 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. 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.

C. The value of any real estate to be utilized by the 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.

D. 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.

**ARTICLE 3
PROJECT ACTIVITIES**

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, 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.

In the event 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 may be granted or withheld at OB's 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 hold the COMMONWEALTH harmless from, and indemnify the COMMONWEALTH against, any and all claims, liabilities, demands, and actions based upon or arising out of any activities performed by the GRANTEE, its employees, agents, assigns, officers, or subcontractors under this CONTRACT, including claims arising under the Eminent Domain Code, and shall defend any and all actions brought against the COMMONWEALTH based upon any such claims or demands.

C. Without limiting the foregoing obligations, 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; that such coverage will be in effect for the duration of this CONTRACT; and that the 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 section 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 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.A. Sections 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 AND AVAILABILITY OF FUNDS**

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. 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]

The Grantee agrees:

A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate 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.

B. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not 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.

C. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

D. The Grantee, any subgrantee, contractor or any subcontractor shall not 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 any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

E. The Grantee and each subgrantee, contractor and subcontractor represents

that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

F. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

G. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

H. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the

granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**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**

GRANTEE agrees for itself, its agents, successors, and assigns that it will comply with all laws, codes, ordinances, and regulations, local, state, and federal, applicable to the implementation of the PROJECT contemplated by this CONTRACT.

**ARTICLE 19
GRANTEE RESPONSIBILITY**

A. The GRANTEE certifies, for itself and all its subgrantees, that as of the date of its execution of this CONTRACT, that neither the GRANTEE, nor any subgrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the GRANTEE cannot so certify, then it agrees to submit, with this CONTRACT, a written explanation of why such certification cannot be made.

B. The GRANTEE also certifies, that as of the date of its execution of this CONTRACT, it has no tax liabilities or other Commonwealth obligations.

C. The GRANTEE's obligations pursuant to these provisions are ongoing from and after the effective date of this CONTRACT through the termination date hereof. Accordingly, the GRANTEE shall have an obligation to inform the Commonwealth if, at any time during the term of the CONTRACT, it becomes delinquent in the payment of taxes, or other Commonwealth

obligations, or if it or any of its subgrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

D. The failure of the GRANTEE to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default under this CONTRACT.

E. The GRANTEE agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of 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, which results in the suspension or debarment of the GRANTEE. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The GRANTEE shall not be responsible for investigative costs for investigations that do not result in the GRANTEE's suspension or debarment.

F. The GRANTEE may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

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

ARTICLE 20 OFFSET CLAUSE

The GRANTEE agrees that the COMMONWEALTH may set off the amount of any state tax liability or other debt of the GRANTEE or its subsidiaries that is owed to the COMMONWEALTH and not being contested on appeal against any payments due the GRANTEE under this or any other CONTRACT with the COMMONWEALTH.

**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 in any manner so as to create any rights in third parties not party 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

John F. Nugent, Executive Director
Redevelopment Authority of the County of Montgomery
104 W. Main Street, Suite 2
Norristown, PA 19401

Office of the Budget

Steven Heuer, Director
Bureau of Revenue, Capital & Debt
Office of the Budget
333 Market Street – 18th Floor
Harrisburg, Pennsylvania 17101-2210

If notice is delivered by hand, it is to be considered as given on the date of delivery; otherwise, it will be considered as given on the date of receipt, as evidenced by the receipt for delivery. Either party may change its notice address or the name of its Project Officer and/or notice designee, as applicable and appropriate, by giving written notice of such change in accordance with the provisions of this Article.

**ARTICLE 25
ACKNOWLEDGEMENT OF COMMONWEALTH FINANCIAL ASSISTANCE**

COMMONWEALTH financial assistance in this PROJECT will be acknowledged by signs erected in the PROJECT area as soon as possible after the effective date of this CONTRACT stating "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 COMMONWEALTH 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

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

1. Definitions. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Grantee" means the individual or entity that has entered into this grant with the Commonwealth.

d. "Grantee Related Parties" means any affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

g. "Non-bid Basis" means a grant awarded or executed by the Commonwealth with Grantee without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Grantee agrees to the following:

a. Grantee shall maintain the highest standards of honesty and integrity during the performance of this grant and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Grantee or that govern contracting or procurement with the Commonwealth.

b. Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Grantee activity with the Commonwealth and Commonwealth employees and which is made known to all Grantee employees. Posting these Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

c. Grantee, its affiliates, agents, employees and anyone in privity with Grantee shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this grant, except as provided in this grant.

d. Grantee shall not have a financial interest in any other grantee, subgrantee, or supplier providing services, labor, or material under this grant, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest prior to Commonwealth execution of the grant. Grantee shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Grantee's submission of the grant signed by Grantee.

e. Grantee certifies to the best of its knowledge and belief that within the last five (5) years Grantee or Grantee Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Grantee cannot so certify to the above, then it must submit along with its bid, proposal or grant a written explanation of why such certification cannot be made and the Commonwealth will determine whether a grant may be entered into with the Grantee. The Grantee's obligation pursuant to this certification is ongoing from and after the effective date of the grant through the termination date thereof. Accordingly, the Grantee shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of

the grant if becomes aware of any event which would cause the Grantee's certification or explanation to change. Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the grant for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the grant.

f. Grantee shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this grant was awarded on a Non-bid Basis, Grantee must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Grantee shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Grantee, by submission of its bid or proposal and/or execution of this grant and by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these Integrity Provisions in connection with the submission of the bid or proposal, during any grant negotiations or during the term of the grant, to include any extensions thereof. Grantee shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Integrity Provisions. Grantee agrees to 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. Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

i. Grantee shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Integrity Provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Grantee's business or financial records, documents or files of any type or form that refer to or concern this grant. Grantee shall incorporate this paragraph in any agreement, grant or subgrant it enters into in the course of the performance of this grant solely for the purpose of obtaining subgrant compliance with this provision. The incorporation of this provision in a subgrant shall not create privity of contract between the Commonwealth and any such subgrant, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Integrity Provisions, the Commonwealth may terminate this and any other grant with Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this grant, and debar and suspend Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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. 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 referred to as the "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 of July 23, 1968, P.L. 686 (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 the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the GRANTEE of responsibility to comply with those provisions of this CONTRACT which prohibit the use of foreign-made steel and cast iron products.

C. Public Works Contractor's Bond Law of 1967. 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*, 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**

Should any section or any part of any section of this CONTRACT be rendered void, invalid, or unenforceable by any court of law, for any reason, 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**

During the term of this CONTRACT, the GRANTEE agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C.F.R. § 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this CONTRACT or from activities provided for under this CONTRACT. As a condition of accepting and executing this CONTRACT, the GRANTEE agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans with Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the COMMONWEALTH through contracts.

B. The GRANTEE shall be responsible for and agrees to indemnify and hold harmless the COMMONWEALTH from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the COMMONWEALTH as a result of the GRANTEE's failure to comply with the provisions of paragraph A above.

**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 hereunder and that the failure by GRANTEE 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.

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 date of commencement.

REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY

COMMONWEALTH OF PENNSYLVANIA OFFICE OF THE BUDGET

By:

By:

 6/26/17
Jonathan Spergel Date
Chairman

Randy Albright Date
Secretary of the Budget

FEDERAL IDENTIFICATION NUMBER:

23-6050622

APPROVED AS TO FORM AND LEGALITY:

Brian D. Zweiacher Date
Chief Counsel
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 \$1,000,000 of Capital Facilities Fund money is available for completion of the PROJECT under appropriation symbol(s) 3016610000 (Budget Period 2010).

Comptroller Date

Funds Commitment # _____

**APPENDIX A
APPLICATION ROUTE SHEET**

I. CONTRACT INFORMATION

Project Name: Enhancing the Patient Experience at Abington Memorial Hospital
Termination Date: June 30, 2022
Grant Amount: \$1,000,000
Total Project Cost: \$2,741,635

II. APPLICANT IDENTIFICATION

Applicant Name: Redevelopment Authority of the County of Montgomery

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

Telephone Number: 610-275-5300

Federal ID No.: 23-6050622

County: Montgomery

Project Officer: John F. Nugent

Chief Official: Jonathan Spergel

Legislative Districts: Senatorial 4
House 153

III. CODING INFORMATION

Funding Source: Redevelopment Assistance Capital
Coding: 3016610000 = \$1,000,000 (Budget Period 2010)

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

Elias Joseph

Date

APPENDIX B
PROJECT ACTIVITIES AND SPECIAL CONDITIONS

A. Project Activities: The GRANTEE will use Redevelopment Assistance Capital funding to undertake the Enhancing the Patient Experience at Abington Memorial Hospital 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 October 19, 2010 (P.L., No. 82) that are related to the development and construction of the Enhancing the Patient Experience at Abington Memorial Hospital 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 to the following address no later than six months after the execution date of this contract:

Steven Heuer
Director
Office of the Budget
Bureau of Revenue, Capital and Debt
18th Floor, Harrisstown 2
333 Market Street
Harrisburg, Pennsylvania 17101-2210
Telephone (717) 787-7342
Fax (717) 783-3368

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.

1. GRANTEE shall submit documentation indicating that a sum of at least \$2,741,635 has been disbursed on RACP-eligible expenses related to the construction project.
2. GRANTEE shall provide documentation indicating that necessary permits and approvals have been achieved at appropriate stages of the project.
3. GRANTEE shall submit all applicable Environmental Studies (e.g. asbestos testing, lead-based paint testing, hazardous materials testing, etc.) for the project. Please, be advised that any request for a waiver of this special condition must include adequate justification in the body of the letter requesting the waiver or supplied the information as an attachment. Approval of the waiver is at the discretion of the Office of the Budget.
4. GRANTEE shall submit an executed Cooperation Agreement with Abington Memorial Hospital which obligates Abington Memorial Hospital to comply with RACP terms and conditions of the Grant Agreement and the Redevelopment Assistance program.
5. 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.

**APPENDIX C
PROJECT FUNDING SCHEDULE**

Project Name: Enhancing the Patient Experience at Abington Memorial Hospital

Total Project Cost: \$2,741,635

Redevelopment Assistance Amount: \$1,000,000

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

The drawdown schedule is hereby approved _____
Elias Joseph Date

**APPENDIX C
PROJECT FUNDING SCHEDULE
Enhancing the Patient Experience at Abington Memorial Hospital**

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 1.74 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 _____
Elias Joseph Date

COOPERATION AGREEMENT BETWEEN
ABINGTON TOWNSHIP
AND
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY

THIS COOPERATION AGREEMENT, made the _____ day of _____, 2017, between Abington Township (hereinafter the "Township") and the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY (hereinafter the "Authority".)

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. Section 1701 et seq., as amended; and the Authority was established for the purpose, among other things, of encouraging the provisions of economic revitalization and decent living environments for persons of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, the Township is a municipal corporation located in Montgomery County and is the host municipality for the Enhancing the Patient Experience at Abington Memorial Hospital Project; and

WHEREAS, Abington Memorial Hospital (the "Developer") is located at 1200 York Road, Abington, Pennsylvania; and

WHEREAS, the Enhancing the Patient Experience at Abington Memorial Hospital Project (the "Project") is located at 1200 York Road, Abington Township (the "Property"); and

WHEREAS, in furtherance of its purpose, the Authority has, together with the Developer, submitted an application (the "Application", Exhibit A) to the Commonwealth's Office of the Budget to receive a one million dollar grant (the "Grant") through the Commonwealth's Redevelopment Assistance Capital Program (the "Program") to fund the renovations of the Abington Hospital Enhancing the Patient Experience project (as more fully defined in the Application) (the "Project"); and

WHEREAS, the Authority has entered into a contract (the "Contract", Exhibit B) with the Commonwealth setting forth the terms, requirements and obligations and conditions in connection with the use of any 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, _____, 2017 entered into by and between the Authority and the Developer, the Developer will agree to comply with the terms of the Sub-grant Agreement attached hereto as Exhibit C.

WHEREAS, in accordance with the Program requirements, the host municipality for the project must act as guarantor of certain contingent repayment obligations of the Authority under the Contract pursuant to the terms and conditions of this Agreement, and the Township is willing to do so because of the benefits that inure to the Township as a result of the Project.

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 Authority shall administer the Grant Funds in accordance with the terms and conditions set forth in the Contract and ensure that the Township shall receive a copy of each request for reimbursement for paid, eligible Project expenses submitted to the Commonwealth.

2. The Township agrees to absolutely, unconditionally and irrevocably guarantee to the Commonwealth, subject to any time period set forth in the Contract as applicable to the Authority and further subject to any rights and defenses applicable to the obligations of the Authority, the prompt and full repayment of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth pursuant to the terms and conditions of the Contract (“Guaranty of Obligations”).

3. The Township agrees to take all actions necessary in connection with the Guaranty of Obligations set forth in Paragraph 2 above, including the adoption of a Resolution by the Township authorizing the execution of this Agreement.

4. 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, (b) termination of the Contract pursuant to the terms and conditions thereof, and 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 pursuant to the terms and conditions of the Contract (the “Termination Date”).

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

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

7. 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.

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

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

**BOARD OF COMMISSIONERS OF
ABINGTON TOWNSHIP**

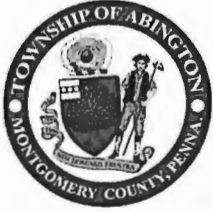
BY: _____

ATTEST: _____ (SEAL)

**REDEVELOPMENT AUTHORITY OF THE
COUNTY OF MONTGOMERY**

BY: _____
Jonathan Spergel, Chairman

ATTEST: _____ (SEAL)
Michael J. Becker, Secretary



PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

11-01-2017

DATE

Administration

DEPARTMENT

PA-03-110117

AGENDA ITEM NUMBER

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$19,700.

Yes

No

AGENDA ITEM:

Consider Acquisition of 1100-1102 Old York Road

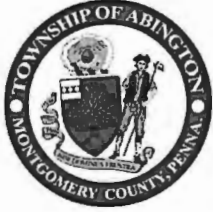
EXECUTIVE SUMMARY:

Consider the condemnation of certain real estate property located at 1100-1102 Old York Road; or consider authorizing the purchase of the property at 1100-1102 Old York Road

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Motion to consider acquisition of 1100-1102 Old York Road.



PUBLIC AFFAIRS COMMITTEE

BOARD ACTION REQUEST

11-01-2017

DATE

PA-04-110117

AGENDA ITEM NUMBER

Administration

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$19,700.

Yes

No

AGENDA ITEM:

Consider Resolution No. 2017-028

EXECUTIVE SUMMARY:

PREVIOUS BOARD ACTIONS:

RECOMMENDED BOARD ACTION:

Motion to authorize condemnation of portions of certain real property located at or near state route 2034 (Edge Hill Road), Section MGI, and/or state route 2036 (Tyson Avenue), Section MGI, as more particularly described below, for the acquisition of temporary construction easements for the purpose of roadway and other public improvements for the Edge Hill Road and Tyson Avenue reconstruction project, federal project number X064193-L240, Pennsylvania Department of Transportation Project MSMP 57865

RESOLUTION 2017- 028

**RESOLUTION OF THE TOWNSHIP OF ABINGTON
AUTHORIZING THE CONDEMNATION OF PORTIONS OF CERTAIN REAL
PROPERTY LOCATED AT OR NEAR STATE ROUTE 2034 (EDGE HILL ROAD),
SECTION MG1, AND/OR STATE ROUTE 2036 (TYSON AVENUE), SECTION MG1,
AS MORE PARTICULARLY DESCRIBED BELOW, FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENTS FOR THE PURPOSE OF ROADWAY
AND OTHER PUBLIC IMPROVEMENTS FOR THE EDGE HILL ROAD AND
TYSON AVENUE RECONSTRUCTION PROJECT, FEDERAL PROJECT NUMBER
X064193-L240, PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
PROJECT MSMP 57865**

WHEREAS, the Township of Abington, Montgomery County, Pennsylvania, is a township of the first class, organized and operating in accordance with the laws of the Commonwealth of Pennsylvania (the “Township”); and

WHEREAS, the Township, in the exercise of its lawful powers, intends to make certain roadway and other public improvements at or near State Route 2034 (Edge Hill Road), Section MG1, and/or State Route 2036 (Tyson Avenue), Section MG1, for the Edge Hill Road and Tyson Avenue Reconstruction Project, Federal Project Number X064193-L240, Pennsylvania Department of Transportation Project MSMP 57865 (the “Project”); and

WHEREAS, it is necessary for the Township to obtain permanent rights-of-way, permanent drainage easements, other permanent easements and temporary construction easements (collectively, “Rights-of-Way”) from, across, and under certain real property not owned by the Township which is located along or near State Route 2034 (Edge Hill Road), Section MG1, and/or State Route 2036 (Tyson Avenue), Section MG1, for the construction of the intended roadway and other public improvements for the Project; and

WHEREAS, the Township has successfully obtained many of the Rights-of-Way for the Project through the negotiation process and by agreement with property owners; and

WHEREAS, the Township, in order to avoid exercising the power of eminent domain, has attempted to negotiate the acquisition of certain temporary construction easements from the following individual property owners (the “Property Owners”) with property located in Abington Township, Montgomery County, Pennsylvania: Edward J. McCauley (Tax Map Parcel No. 30-00-16336-00-5); Harry M. Clegg, Widower (Tax Map Parcel No. 30-00-15432-00-9); Ivan F. Avila-Garcia and Loyda M. Garcia-Cordero (Tax Map Parcel No. 30-00-68796-00-6); John L. Anderson (Tax Map Parcel No. 30-00-69356-00-4); Robert A. White (Tax Map Parcel No. 30-00-68540-00-1); and Timothy McCauley and Gwen Murphy McCauley (Tax Map Parcel No. 30-00-16340-00-1) (collectively, the “Real Property”); and

WHEREAS, the Property Owners have been non-responsive to the negotiation process with the Township and, as a result, the Township cannot acquire the temporary construction easements by agreement from the Property Owners; and

WHEREAS, it is necessary for the Township to condemn the Real property, which is not owned by the Township, to complete the construction of the roadway and other public improvements for the Project; and

WHEREAS, the Township is authorized by law to exercise the power of eminent domain; and

WHEREAS, in furtherance of the Township’s commitment to complete the construction of the roadway and other public improvements for the Project, the Township hereby condemns the Real Property for the aforesaid purposes.

NOW, THEREFORE, BE IT RESOLVED that, the Township hereby **SELECTS, APPROPRIATES AND CONDEMNS** certain temporary construction easements through, across and over the Real Property not owned by the Township, as set forth below:

1. Temporary construction easement consisting of 729 square feet, more or less, from property owned by Edward J. McCauley, and identified as Montgomery County Tax Map Parcel No. 30-00-16336-00-5, as shown on Exhibit "A" attached hereto and incorporated herein by reference;
2. Temporary construction easement consisting of 748 square feet, more or less, from property owned by Harry M. Clegg, Widower, and identified as Montgomery County Tax Map Parcel No. 30-00-15432-00-9, as shown on Exhibit "B" attached hereto and incorporated herein by reference;
3. Temporary construction easement consisting of 1,300 square feet, more or less, from property owned by Ivan F. Avila-Garcia and Loyda M. Garcia-Cordero, and identified as Montgomery County Tax Map Parcel No. 30-00-68796-00-6, as shown on Exhibit "C" attached hereto and incorporated herein by reference;
4. Temporary construction easement consisting of 185 square feet, more or less, from property owned by John L. Anderson, and identified as Montgomery County Tax Map Parcel No. 30-00-69356-00-4, as shown on Exhibit "D" attached hereto and incorporated herein by reference;
5. Temporary construction easement consisting of 87 square feet, more or less, from property owned by Robert A. White, and identified as Montgomery County Tax Map Parcel No. 30-00-68540-00-1, as shown on Exhibit "E" attached hereto and incorporated herein by reference; and
6. Temporary construction easement consisting of 350 square feet, more or less, from property owned by Timothy J. McCauley and Gwen Murphy McCauley, and

identified as Montgomery County Tax Map Parcel No. 30-00-16340-00-1, as shown on Exhibit "F" attached hereto and incorporated herein by reference.

Legal descriptions of and copies of the plans for the temporary construction easements required by the Township across each of the affected properties are available for inspection at the Township's offices.

FURTHER RESOLVED, that the proper officers of the Township, along with the Solicitor of the Township, are authorized and directed to take all steps necessary to carry out the purposes of this Resolution including, but not limited to, the completion and mailing of Pennsylvania Department of Transportation Forms LPS-34 (Notice of Condemnation to Claimant) and LPS-35 (Memorandum of Law—Your Rights as a Condemnee Under the Eminent Domain Code) to the Property Owners; the completion, mailing, filing or other disposition of any other requisite Pennsylvania Department of Transportation Forms; the satisfaction of any other requirements of the Pennsylvania Department of Transportation for the Project, and the satisfaction of the requirements of the Pennsylvania Eminent Domain Code, 26 Pa.C.S.A. § 101, *et seq.*; and

FURTHER RESOLVED, that all costs of these proceedings and the damages to be paid to the condemnees shall be paid from the revenues of the Township; and

FURTHER RESOLVED, this Resolution shall be effective immediately upon its adoption.

ADOPTED at a regular meeting of the Board of Commissioners of the Township of Abington this ___ day of _____, **2017**.

TOWNSHIP OF ABINGTON

Wayne C. Luker, President
Board of Commissioners

ATTEST:

Richard J. Manfredi, Secretary

The stated meeting of the Public Affairs Committee of the Board of Commissioners of the Township of Abington was held on October 4, 2017 at the Township Administration Building, Abington, PA., with Vice Chairman Commissioner Bowman presiding.

CALL TO ORDER: 8:09 p.m.

ROLL CALL: Present: Commissioners BOWMAN, SCHREIBER, KALINOSKI

Excused: SPIEGELMAN, ROTHMAN

Township Manager MANFREDI

Assistant Township Manager WEHMEYER

Township Solicitor CLARKE

Also Present: Commissioners LUKER, KLINE, MYERS, SANCHEZ, ZAPPONE, GILLESPIE

MINUTES: Commissioner Bowman made a MOTION, seconded by Commissioner Kalinoski to approve the minutes of the September 6, 2017 Public Affairs Committee Meeting.

MOTION was ADOPTED 3-0.

Mr. Frans Griet field naming request for Roslyn Park Soccer Field

Commissioner Bowman made a MOTION, seconded by Commissioner Kalinoski to consider approving Mr. Frans Griet field naming request for Roslyn Park Soccer Field. It is the hope that this request will be approved as it has the support of Commissioner Thomas Bowman, Parks and Recreation Director Andrew Oles, over 800 former players, and past and current residents of the Roslyn Community. This request was brought forward by Roslyn Boys & Girls Club.

Commissioner Bowman called on Mr. Mark Penecale, Planning & Zoning Official.

Mr. Penecale said he is here to speak as a resident and not as an employee. This is the first application before the Board under the new naming policy in which there are criteria that includes the individual's contribution to the community. He provided Mr. Griet's soccer coach biography outlining the timeline over the years of Mr. Griet's commitment and contribution to the community. Petition was sent out accumulating just over 800 signatures in support of the Mr. Frans Griet field naming request. There is zero fiscal impact to the Township; however, we are requesting that a standard naming plaque that would read, "Frans Griet Memorial Soccer Field." Also, this request meets all criteria of the naming rights policy approved by the Board.

Commissioner Bowman commented that he supports this motion in honor of Mr. Griet. He asked for any comments from Commissioners or staff.

Commissioner Sanchez commented that Mr. Penecale put together a compelling case and he enjoyed reading about the "Secret to Frans' Success."

Commissioner Bowman asked for any public comments. There were none.

MOTION was ADOPTED 3-0.

Commissioner Bowman asked for any general comments relating to Public Affairs.

Lora Lehmann, 1431 Bryant Lane, expressed concern that she feels the "public speaking rules are not being adhered to," and she asked for the rules to be posted online.

Commissioner Bowman replied that the Board is only required to permit citizens to come forward to express any concerns and petition the Board with any grievances, but there is no requirement for the Board to respond instantly to those grievances or questions or necessarily agree with Ms. Lehmann's generalized points.

Solicitor Clarke advised that one of the speaking rules is that, "Upon completion of comments, all speakers will be asked to be seated, at that time, the Committee Director, other committee members or other staff members may address the speaker's comments." The rules also say that, "debate will be discontinued."

ADJOURNMENT: 8:24 p.m.

Respectfully submitted,

Richard J. Manfredi, Township Manager/Secretary

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