

AGENDA
LANSDALE BOROUGH COUNCIL MEETING
WEDNESDAY APRIL 20, 2016
1 Vine Street, Lansdale
7:00PM

1. Meeting called to order by Council President, Denton Burnell
2. Pledge of Allegiance
3. Silent Meditation
4. Roll Call
5. President's Comments
6. Presentation:
 - Business of the Month presented by Economic Development Committee
 - Habitat for Humanity presented by Marianne Lynch
7. **Petitions**– Council may consider receiving written petitions. They may be read to a limit of five minutes being manifestly clear that there will be no verbal discussion or response to the petitions until that time designated for the hearing of persons later in the meeting.
8. **Lansdale residents to be heard on any item (five minutes)**
9. **Action Items:**
 - A. **Councilman Van Dame** - Motion to approve the Treasurer's Report.
 - B. **Councilman Van Dame** - Motion to approve the Bills over \$1,000.00.
 - C. **Councilman Van Dame** - Motion to approve the March Council meeting minutes.
 - D. **Councilman Van Dame** – Motion to authorize the purchase of an upgraded phone system for the police department.
 - E. **Councilman Van Dam** – Motion to adopt Resolution 16-10 re: relocate Liberty Bell Trail grant to the Andale Green Development.
 - F. **Councilman Van Dame** – Motion to authorize payment to Motorola Solutions, Inc. for radio and communications materials for the police department.
 - G. **Councilman DiGregorio** – Motion to award the bid to Powergrid Solutions, Inc. for the supply of the 15,000-volt switchgear for the Lion Substation.
 - H. **Councilman DiGregorio** – Motion to adopt Resolution 16-12 re: authorize the sale if used electric meters on Municibid.
 - I. **Vice President Fuller** – Motion to adopt Resolution 16-14 re: approve the application to DCNR for a grant for the Stony Creek Park Liberty Bell Trail.
 - J. **Councilman Work** – Motion to authorize various Borough road closures for the Annual Memorial Day Parade and Ceremony on May 30, 2016.
 - K. **Councilman Work** – Motion to authorize various Borough road closures for the North Penn YMCA Annual 5K race on June 4, 2016.

- L. **Councilman Work** – Motion to authorize the 7th Annual Beer tasting Festival on June 26, 2016.
- M. **Councilman Work** – Motion to authorize various Borough road closures for the 21st Annual Lansdale Bike Night on September 10, 2016.
- N. **Councilman Work** – Motion to authorize the various road closures for First Fridays for the 2016 season.
- O. **Councilman Work** – Motion to support and assist the Lansdale Farmers Market 2016 season.
- P. **Councilman Work** – Motion to save the date for the Manna on Main Street 5K race for April 1, 2017.
- Q. **Councilman Malagari** – Motion to approve change order #2 for work completed on the 9th Street Station Off-site Improvements Project.
- R. **Councilman Malagari** – Motion to authorize payment #3 for work completed on the 9th Street Station Off-site Improvements Project.
- S. **Councilman Malagari** – Motion to adopt Resolution 16-11 to designate an agent for the Public Disaster Assistance application.
- T. **Councilman Malagari** – Motion to enter into an agreement with PEMA for financial assistance related to the blizzard of January 2016.
- U. **Councilman Malagari** – Motion to adopt Ordinance 1889 re: to amend the Borough’s Floodplain ordinance.
- V. **Councilman Malagari** – Motion to adopt Resolution 16-13 re: Montgomery County’s 2016 CDBG grant application for E. Third Street from Broad Street to Ridge Street.
- W. **Councilman Malagari** – Motion to adopt Resolution 16-15 re: Transportation & Community Development Initiative (TCDI) Grant Program for Wayfinding Signage – Phase 2.

10. Information Items

- A. Mayor’s Report
- B. Solicitor’s Report
- C. Borough Manager’s Report
- D. Comments for the good of Council

11. Old Business

12. New Business

13. Adjournment

*****The Work Session of Lansdale Borough Council will be held on Wednesday, May 4, 2016 at 9:00pm. This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.***

****** The Business Meeting of Lansdale Borough Council will be held on Wednesday, May 18, 2016 at 7:00pm. This meeting will be held at Lansdale Borough Municipal Complex – One Vine Street, Lansdale in Council Chambers, 1st Floor.***

No.: A

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council approve the Treasurer's Report for the month of March, which shows
the expenditures listed on the attachment.

(This section contains multiple horizontal lines for additional text or details. A large "Draft" watermark is visible across the page.)

Presented by: _____ Van Dame

Seconded by: _____

**BOROUGH OF LANSDALE
TREASURER'S REPORT
AS OF MARCH 31, 2016**

TD Bank		
Operating Account	\$	2,947,186.25
ACH Deposit Account		56,277.57
Credit Card Deposit Account		403,986.88
Payroll Account		34,518.90
Univest		
Utility Payment Lockbox Account		975,691.53
Parking Meter Collections		651,502.62
Reserves		7,434,684.48
PLGIT		746.26
US Bank		3,461,106.71
PLUS: Deposit in Transit (TD Bank)	\$	88,216.92
Deposit in Transit (Credit Cards)		43,205.49
LESS: Outstanding Checks - Accounts Payable		(358,906.72)
Outstanding Checks - Payroll		(14,708.50)
		\$ 15,723,508.39
Cash In Bank		\$ 15,723,508.39
Beginning Balance	\$	14,059,779.55
ADD: Receipts/Transfers		6,635,069.12
LESS: Disbursements/Transfers		(4,971,340.28)
		\$ 15,723,508.39
Ending Balance - Total per Borough		\$ 15,723,508.39

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Executive	General Fund	DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	7,883.88
		DELTA DEVELOPMENT GROUP INC	3/18/16	LANSDALE BID/REFUSE PLAN	1,976.90
		CITIZENS BANK	3/22/16	PURCHASING CARD FEB- CHIEF	1,007.66
		COMCAST BUSINESS	3/18/16	03-16 COMCAST PHONE SVC	1,055.83
				TOTAL:	11,924.27
Financial Administrati	General Fund	DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	5,077.79
		COMCAST BUSINESS	3/18/16	03-16 COMCAST PHONE SVC	1,055.83
				TOTAL:	6,133.62
Tax Collection	General Fund	CALHOUN, CHRISTINE	3/18/16	OFFICE SUPPLIES-TAX COLLEC	2,426.29
				TOTAL:	2,426.29
General Administration	General Fund	LIBERTY PRINTING & OFFICE	3/18/16	MARCH 2016 NEWSLETTER	2,130.56
				TOTAL:	2,130.56
Information Technology	General Fund	DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	8,448.37
		SCANTEK	3/04/16	DOCUMENT MGMT SERVICES	1,078.15
			3/18/16	DOCUMENT MGMT SERVICES	1,057.55
		BAE SYSTEMS	3/22/16	03-16 ARCHIVE BILLING	1,307.49
				TOTAL:	11,891.56
Engineering	General Fund	REMINGTON VERNICK & BEACH	3/04/16	SEPTA NEW STATION LAND DEV	1,126.35
			3/04/16	GENERAL ENGINEERING	1,915.00
			3/04/16	421 W MAIN ST	2,432.00
			3/04/16	GENERAL ENGINEERING	1,547.50
				TOTAL:	7,020.85
Buildings and Grounds	General Fund	AMERIGAS	3/04/16	PROPANE-651 W 9TH ST	2,458.80
			3/04/16	PROPANE-651 W 9TH ST	2,284.55
			3/18/16	PROPANE - 651 W 9TH ST	1,642.33
		PECO ENERGY	3/18/16	02-16 GAS-POLICE	1,354.75
			3/18/16	02-16 GAS BOROUGH HALL	1,054.92
		GRASS CUTTERS PLUS LLC	3/04/16	SIDEWALK SNOW REMOVAL 2/5-	1,015.00
		DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	3,396.28
				TOTAL:	13,206.63
Police Services	General Fund	VERIZON WIRELESS	3/18/16	02/16 - CELLULAR PHONE USA	1,014.75
		RED THE UNIFORM TAILOR	3/04/16	UNIFORMS - POLICE	6,730.28
		STANDARD INSURANCE CO.	3/22/16	03- 1LIFE/STD/LTD INSUR PR	1,342.91
		REMINGTON VERNICK & BEACH	3/04/16	ANDALE GREEN LAND	7,618.52
		DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	64,651.16
		SAFE CITY SOLUTIONS LLC	3/18/16	TESTING - POLICE	5,700.00
		COMCAST BUSINESS	3/18/16	03-16 COMCAST PHONE SVC	1,427.81
		POLICE ACCREDITATION CONSULTANTS	3/18/16	ACCREDITATION - POLICE	1,680.00
		PA DUI ASSOCIATION	3/18/16	CRIMES CODE HANDBOOKS	1,305.00
				TOTAL:	91,470.43
Code Enforcement & Zon	General Fund	REMINGTON VERNICK & BEACH	3/04/16	2016 RENTAL INSPEC & GEN C	15,524.83
		DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	13,875.47
		COMCAST BUSINESS	3/18/16	03-16 COMCAST PHONE SVC	1,055.83
				TOTAL:	30,456.13
Planning Commission	General Fund	REMINGTON VERNICK & BEACH	3/04/16	123 S CHESTNUT LAND DEV	2,130.00
				TOTAL:	2,130.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Public Works	General Fund	DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	20,450.46
				TOTAL:	20,450.46
Street Cleaning	General Fund	REPUBLIC SERVICES #320	3/18/16	03-16 REFUSE-FEBRUARY	2,290.83
				TOTAL:	2,290.83
Fleet Maintenance Serv	General Fund	HAUCKS GARAGE	3/18/16	REPAIRS - POLICE	1,271.59
			3/18/16	REPAIRS - POLICE	1,009.23
		ABSOLUTE CAR CARE	3/18/16	CAR DETAIL - POLICE	1,715.00
				TOTAL:	3,995.82
Library	General Fund	LANSDALE PUBLIC LIBRARY	3/04/16	01-MONTHLY BUDGET CONTRIBU	39,500.00
			3/04/16	02-MONTHLY BUDGET CONTRIBU	39,500.00
			3/04/16	03-MONTHLY BUDGET CONTRIBU	39,500.00
		DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	12,793.63
				TOTAL:	131,293.63
Historical Society	General Fund	LANSDALE HISTORICAL	3/04/16	01/2016- BUDGETED CONTRIBU	6,875.00
				TOTAL:	6,875.00
Employer Paid Benefits	General Fund	DVWCT	3/22/16	01-16 WORKERS COMP PREMIUM	42,363.93
				TOTAL:	42,363.93
Insurance	General Fund	UNIVEST INSURANCE, INC.	3/18/16	ACCIDENTAL DEATH POLICY	7,471.50
			3/18/16	FIRE DEPT AUTO INSURANCE	2,194.00
				TOTAL:	9,665.50
Engineering	Parking Fund	REMINGTON VERNICK & BEACH	3/04/16	SEPTA PARKING GARAGE	8,184.12
			3/18/16	SEPTA PARKING GARAGE	8,765.82
				TOTAL:	16,949.94
NON-DEPARTMENTAL	Electric Fund	RUMSEY ELECTRIC CO	3/04/16	(4) 20A PLUNGER BYPASS CL	1,393.07
				TOTAL:	1,393.07
Information Technology	Electric Fund	TYLER TECHNOLOGIES, INC	3/18/16	TRANS FEES - UTILITY BILLI	7,948.75
				TOTAL:	7,948.75
Engineering	Electric Fund	UTILITY ENGINEERS INC	3/18/16	GENERAL SERVICES	5,800.00
				TOTAL:	5,800.00
Buildings and Grounds	Electric Fund	SUPERIOR PLUS ENERGY SVCS INC	3/18/16	HEATING FUEL - 649 W 9TH S	1,168.47
				TOTAL:	1,168.47
Administration	Electric Fund	U.S. POSTAL SERVICE	3/18/16	PERMIT #188 POSTAGE FOR FL	4,500.00
		STANDARD INSURANCE CO.	3/22/16	03- 1LIFE/STD/LTD INSUR PR	1,886.39
		TOTALFUNDS BY HASLER	3/04/16	01-16 MONTHLY SERVICE	3,019.00
		MAILFINANCE	3/18/16	01-16 MAIL MACHINE LEASE	1,686.66
		DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	36,206.61
		MAILROOM SYSTEMS INC	3/04/16	ELECTRIC/ SEWER POSTAGE	1,286.74
			3/18/16	ELECTRIC & SEWER POSTAGE	3,357.17
		PMEA	3/18/16	2016 PMEA MEMBERSHIP DUES	1,531.85
				TOTAL:	53,474.42
Fleet Maintenance Serv	Electric Fund	PV TRANSPORT	3/18/16	MULTIPLE REPAIRS- VEH # 29	2,267.70
			3/18/16	MULTIPLE REPAIRS VEH #29	1,874.87
				TOTAL:	4,142.57

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Electric System	Electric Fund	ALLEGHENY ELECTRIC COOP	3/22/16	02-16 MONTHLY ELECTRIC	20,804.55
		RUMSEY ELECTRIC CO	3/18/16	SEPTA GARAGE JOB	7,982.37
		VALLEY POWER INC	3/18/16	SUPPLIES - ELECTRIC	1,566.00
		WESCO DISTRIBUTION INC	3/04/16	MAIN SUB - ELEC	2,152.01
			3/18/16	TRANSFORMERS-ELM TERRACE	2,667.00
		TOTAL:			35,171.93
Employer Paid Benefits	Electric Fund	DVWCT	3/22/16	01-16 WORKERS COMP PREMIUM	13,074.45
				TOTAL:	13,074.45
Wastewater Collection	Sewer Fund	ALLEN DOOR & SERVICE CORP	3/18/16	DOOR INSTALLATION - WWTP	1,352.00
		BUCKMAN'S	3/18/16	HYPOCHLORITE SOLUTION - WW	1,286.51
		GRAINGER INC	3/18/16	TRUCK BOXES	2,285.94
			3/18/16	(2) TOPSIDE TRUCK BOX	2,285.94
		NORTH PENN WATER AUTH.	3/18/16	2015 HYDRANT RENTAL	20,769.00
		EXCELSIOR BLOWER SYSTEMS	3/18/16	SEAL KIT - WWTP	3,417.17
		WEMS RESOURCES INC	3/04/16	MAGMETER REPAIR	1,377.46
		US JETTING LLC	3/18/16	REPAIRS-WWTP	3,315.95
		HATFIELD TOWNSHIP	3/18/16	03-16 SLUDGE HAULING	9,792.00
		U.S. MUNICIPAL SUPPLY, INC	3/18/16	PARTS FOR TV TRUCK	1,996.73
		CLYDE S WALTON	3/18/16	MAINTENANCE & REPAIR OF BO	1,203.00
		SUPERIOR PLUS ENERGY SVCS INC	3/18/16	HEATING FUEL-652 W 9TH ST	1,284.97
		M & S SERVICE COMPANY	3/04/16	SERVICE CONTRACT 2016	2,826.00
		USALCO BALTIMORE PLANT, LLC	3/04/16	TREATMENT CHEMICAL-POLY ALU	6,196.40
		DEP	3/18/16	PENALTY- DEPT OF ENV PRTOT	3,842.00
				TOTAL:	
Administration	Sewer Fund	DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	28,340.33
		MAILROOM SYSTEMS INC	3/18/16	ELECTRIC & SEWER POSTAGE	1,064.36
				TOTAL:	29,404.69
Employer Paid Benefits	Sewer Fund	DVWCT	3/22/16	01-16 WORKERS COMP PREMIUM	11,309.80
				TOTAL:	11,309.80
NON-DEPARTMENTAL	Parks and Recreati	P R P S	3/18/16	DISCOUNT TICKETS	1,045.00
				TOTAL:	1,045.00
Recreation Administrat	Parks and Recreati	DELAWARE VALLEY HEALTH INSURANCE	3/10/16	03/2016 - HEALTH INSURANCE	11,427.76
				TOTAL:	11,427.76
Parks Maintenance	Parks and Recreati	OLDCASTLE LAWN & GARDEN	3/18/16	BULK MULCH-PARKS	1,277.94
				TOTAL:	1,277.94
Employer Paid Benefits	Parks and Recreati	DVWCT	3/22/16	01-16 WORKERS COMP PREMIUM	9,259.82
				TOTAL:	9,259.82
Information Technology	Capital Fund	CITIZENS BANK	3/18/16	PURCHASING CARD-ANDY	2,224.17
			3/22/16	PURCHASING CARD FEB- B POS	1,301.94
				TOTAL:	3,526.11
Engineering	Capital Fund	REMINGTON VERNICK & BEACH	3/04/16	CRESTVIEW FROM FRED-HIGHLA	16,251.06
			3/04/16	PERKIOMEN AVE	5,945.13
		LAFFREDO CONSTRUCTION	3/18/16	2013 ROADS PRGRM- PAYMENT#	11,196.20
		BERCARDINO EXCAVATING	3/18/16	PERKIOMEN AVE- PAYMENT#4	84,748.77
				TOTAL:	118,141.16

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
Buildings and Grounds	Capital Fund	GORDON H BAVER, INC	3/18/16	PAYMENT#27 NEW MUNICIPAL C	31,820.07
				TOTAL:	31,820.07
Police Services	Capital Fund	IAMAGINATIONS INC	3/04/16	NEW BUILDING DETECTIVE ROO	3,090.00
				TOTAL:	3,090.00
Wastewater Collection	Capital Fund	XYLEM DEWATERING SOLUTIONS, INC. BLOOMING GLEN CONTRACTORS QUALITY ROOFING SUPPLY CO ATC GROUP SERVICES, llc ROBINSON ROOFING SERVICES, INC	3/18/16	BACK PULL-OUT 6X6X12LC	12,300.00
			3/18/16	WWTP CAPACITY UPGRADE#14	18,540.11
			3/18/16	ROOF REPLAC- BUILDING B-2	9,202.72
			3/18/16	WWTP CAPACITY UPGRADE	1,234.73
			3/04/16	WWTP BLDG B-2 ROOF WORK	8,894.00
	TOTAL:	50,171.56			
Public Works	Capital Fund	SJM CONSTRUCTION COMPANY	3/18/16	EAST THRID ST- PAYMENT#2	13,965.22
				TOTAL:	13,965.22
Electric System	Capital Fund	WESCO DISTRIBUTION INC	3/04/16	SWITCH- HANCOCK ST	6,129.07
				TOTAL:	6,129.07
Parking Facilities	Capital Fund	MARINO CORPORATION RICHARD N BEST ASSOCIATES, INC	3/18/16	9TH ST STATION- #2	119,643.62
			3/18/16	DIGITAL PAYMENT TECH - PAR	4,839.00
				TOTAL:	124,482.62
Culture/Recreation	Capital Fund	COLORADO TIME SYSTEMS PYRAMIDE USA INC	3/04/16	SCOREBOARD/TIME SYSTEM	6,500.00
			3/04/16	Aquaclimb- Pool Equipment	4,639.00
				TOTAL:	11,139.00
Snow & Ice Removal	Highway Aid Fund	OCEANPORT MORTON SALT	3/18/16	DEICING SALT	1,671.01
			3/04/16	DEICING SALT	9,991.02
			3/18/16	DeicingSALT	1,543.43
			3/18/16	Deicing SALT	1,542.14
				TOTAL:	14,747.60

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council approve and authorize the Borough Council President to sign the attached
quote for the purchase and installation of an upgraded phone system for the police department. This item will
be funded through the Capital Reserves Fund.

Presented by: _____ Van Dame

Seconded by: _____

TELECOMMUNICATIONS CONTRACT



NEC TOSHIBA

Authorized Distributor

1251 Bridge Road
P.O. Box 649
Skippack, PA 19474

Main 800.343.6858 Fax 610.584.4949

SOLD TO: Lansdale Police Department
35 Vine Street
Lansdale PA 19446
Attn: Christine Schriener

SHIP TO: Same

MODEL	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
	NEC SV9100E SYSTEM - Revision 2			
	<u>System is configured for 16 outside lines and 32 Digital telephone sets, 16 port voicemail and automated attendant.</u>			
BUS. BASIC PKG	SV9100E 12 Phone Package—CGD-CPU10, CH2U-GW (special package price) (16) Resource License, (16) Standard User License, (16) port Voicemail system w/ 120 Hours Voicemail storage, (256) VoIP Circuit Card.	1	6,350.00 INC	6,350.00 INC
RES LIC 01	Resource License (telephone station or trunk license) Additional license	40	10.00	400.00
SIP TRUNK-LIC	NEC VoIP trunk / outside line License	8	50.00	400.00
GCD-16DLCA	16 port digital telephone station port	2	550.00	1,100.00
GCD-8COTF	8 port analog trunk card	1	405.00	405.00
MOD8-25 cable	Installation cable	1	480.00	480.00
DTZ-12D-3	12 button display telephone with speaker phone (DT430) 800 series telephones	16	260.00	4,160.00
DTL-6DE-2	6 button display telephone with speaker phone (DT400) 800 series telephones	12	240.00	2,880.00
DCZ-60-2	60 button add on module for answering position	2	226.00	452.00
LKS-VM -PORTS	16 port voicemail system	-	-	INC
UM-8G APP CF	Compact Flash memory card w/Operating System and Message Storage	1	700.00	700.00
LKS-VM BOX (1)	1 voicemail box license, / subscriber mailboxes	20	-	INC
VM-EMAIL (1)	1 voicemail box license, / subscriber mailboxes w/ email notification	20	-	INC
Installation	System Installation programming and end user training	1		1,900.00
Warranty	5 year warranty on hardware and Software, 1 year labor			1,400.00
	Phone system total with Installation Support			\$ 20,627.00
	NEC Loyalty / Trade In Program (Expires March 31, 2016)			-3,000.00
	NEC Non-Profit Discount			-1,000.00
	Tel-Comp Solution Installation Discount (Expires March 31, 2016)			-675.00
	Total w/ Loyalty, Non Profit and Tel-Comp Solutions Discounts			\$ 15,952.00
	<u>Scope of Work</u>			

Installation includes labor to pre-program system. Test system programming and to provide a session of end user training. Installation is to be completed using existing jacks and wiring. Internet access requirements, switching network and router network setup is the responsibility of the customer. All additional work required outside of this scope of work will be billed at the prevailing hourly rate.

Phone System	Phone Sets	Voicemail	Labor/Install/Warranty	VOIP Connection	Call Accounting	Cabling	On-Hold	Leasing
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PAYMENT TERMS: (SUBJECT TO STATE OR LOCAL SALES TAX,)* Customer must supply a copy of Tax exempt or reseller certificate if tax exempt

\$ 50% DEPOSIT REQUIRED UPON ACCEPTANCE OF CONTRACT BY CUSTOMER

\$ 50% REQUIRED UPON INITIAL DELIVERY OF EQUIPMENT NECESSARY FOR COMMENCEMENT OF INSTALLATION OF THE SYSTEM

TEL-COMP SOLUTIONS

CUSTOMER: Lansdale Police Department

SALESMAN: Robert McGinley

AUTHORIZED BY: _____

DATE: February 22, 2016

TITLE & DATE: _____

TERMS AND CONDITIONS

Repair, Additions, Moves, Changes, Installation of New Equipment, and Miscellaneous Work: Tel-Comp Solutions will provide all labor, equipment and materials required for Customer repairs, additions, moves, changes, installations of equipment and miscellaneous work. This work will be provided on the basis of either a negotiated firm price or at the then-current hourly rates charged by Tel-Comp Solutions with all equipment, parts and materials charged separately. In either event, the schedule for work will be as mutually agreed and dependant upon availability of materials and parts.

Conditions: For performance of these services, Customer will grant full and unrestricted access to the premises and areas where the equipment is located or to be located and, where necessary, will prepare a letter to the Telephone Utility Company, appointing Tel-Comp Solutions as customer's agent concerning telephone services as related to "Interconnect". In the event that Tel-Comp Solutions is unable to commence performance under this Contract due to delays or obstructions caused by customer, Tel-Comp Solutions shall at its option, have the right to either (a) cancel this contract and retain that portion of the deposit paid hereunder attributable to Tel-Comp Solutions cost or (b) increase the System Contract price to reflect increases in cost of materials to Tel-Comp Solutions.

Existing Conditions: Customer shall be responsible to advise Tel-Comp Solutions of any and all conditions in the equipment and wiring for which repairs are being requested by the customer hereunder. Further, Customer shall be responsible to advise Tel-Comp Solutions of any "Special Condition" in or about the equipment and wiring or in and about the property where the same is located or to be located which such Special Condition is not readily apparent and could cause damage to property and/or injury to persons in connection with the work to be performed by Tel-Comp Solutions at the request of Customer. Any damage to the property and injury to persons resulting in whole or in part, from the existence of such Special Condition of which Tel-Comp Solutions is not aware shall be the responsibility of the customer.

Warranty: The work performed by Tel-Comp Solutions in connection herewith is warranted to be free from any and all defects in workmanship for one (1) year from date of cutover, Within one (1) year from the date of cutover Tel-Comp Solutions will, without charge, during normal working hours, repair or replace any and all work which is found to be defective. This warranty commences with the cutover date, provided, however, that no warranty work shall be performed until the execution of Tel-Comp Solutions Delivery and Acceptance form/letter by the Customer.

Exclusion of Warranties: Customer acknowledges and agrees that Tel-Comp Solutions shall fulfill its obligations hereunder on a best-efforts basis. Any materials or equipment installed by Tel-Comp Solutions shall be without warranty except for any manufactures warranty which is expressly made by manufacture for the benefit of the Customer. In no event shall Tel-Comp Solutions liability, if any, for damages to Customer or others arising out of this Contract exceed payments made to Tel-Comp Solutions by the Customer pursuant to this Contract.

Exclusions of Implied Warranties: EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, TEL-COMP SOLUTIONS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AS TO ANY MATTER WHATSOEVER, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN NO EVENT SHALL TEL-COMP SOLUTIONS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY TEL-COMP SOLUTIONS INCLUDING WITHOUT LIMITATION, INTERRUPTION OF SERVICE, LOSS OF USE, LOSS OF PROFITS, OR OTHER COMMERCIAL LOSS.

TEL-COMP SOLUTIONS WARRANTY ON WORKMANSHIP SHALL BE IMMEDIATELY VOIDED IN THE EVENT CUSTOMER PERMITS ANY WORK TO BE DONE TO THE EQUIPMENT BY ANYONE OTHER THAN AN AUTHORIZED PERSONNEL, UNDER DIRECTION OF TEL-COMP SOLUTIONS.

Terms: Customer will honor Tel-Comp Solutions invoices prepared in accordance with this Contract and will pay them in full when due. In the event any late payment is accepted by Tel-Comp Solutions, such late payment shall be accompanied by a late charge on the unpaid balance calculated at one and one-half percent (1 1/2%) per month, but in no event greater than that interest rate allowed by any Federal or State law that may apply. In the event that Tel-Comp Solutions must resort to legal remedies in order to collect the invoice, then cost of collection, including without limitation, reasonable attorney's fees shall be added to the invoice amount.

Security Agreement: Customer hereby grants to Tel-Comp Solutions a Security Agreement in all system equipment installed or at Customer's site (which equipment is described on the reverse side hereof) while any portion of the unpaid sale price is outstanding. Customer authorizes Tel-Comp Solutions to file a UCC-1 Financial Statement With respect to such equipment signed only by Tel-Comp Solutions where permitted by the Uniform Commercial Code. Customer hereby appoints Tel-Comp Solutions as Customer's attorney-in-fact to sign such Financing Statements on the behalf of Customer. It is the intent of the parties that filing of any Financing Statements under the Uniform Commercial Code shall not be construed as evidencing the existence of any security interest, but only to give public notice of Tel-Comp Solutions's ownership of the equipment. The equipment is deemed to be personal property even though such equipment may become attached to real estate. Customer agrees not to assign or permit alien to be placed upon the equipment or to remove the equipment from its place of installation or delivery without Tel-Comp Solutions prior written consent.

Jurisdiction: In the event of any litigation arising hereunder, Customer hereby consents to the jurisdictions of the applicable court for the county where Tel-Comp Solutions registered office is located.

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council adopt attached Resolution 16-10 amending land development
approval, authorizing relocation of a trail; accepting voluntary contribution; authorizing execution
of a trail easement agreement; and authorizing the execution of an amended grant agreement.

This easement is subject to approval by the developer and may be amended in futherance of the
project in a form satisfactory to the Borough's Special Counsel and Borough Manager.

Presented by: _____ Van Dame

Seconded by: _____

**BOROUGH COUNCIL OF THE BOROUGH OF LANSDALE
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

RESOLUTION NO. 2016-10

A RESOLUTION AMENDING LAND DEVELOPMENT APPROVAL; UNRESTRICTING CERTAIN FUNDS; AUTHORIZING RELOCATION OF A TRAIL; ACCEPTING A VOLUNTARY CONTRIBUTION; AUTHORIZING EXECUTION OF A TRAIL EASEMENT AGREEMENT; AND, AUTHORIZING EXECUTION OF AN AMENDED GRANT AGREEMENT.

WHEREAS, Andale Properties, LLC (“Developer”) and Developer’s associates are developing a tract of land with frontage on Hancock Street, into an unlotted development consisting of 174 proposed townhome units, best known as the Andale Green Development (the “Development”), in accordance with Final Land Development Plans dated March 30, last amended October 16, 2012, consisting of 40 Sheets (the “Plans”) and Final Land Development Approval Resolution No. 12-25 as amended by Amended Final Approval Resolution 2013-41; and,

WHEREAS, Developer originally proposed to construct a portion of the Liberty Bell Trail as part of the Development in accordance with the Plans; and,

WHEREAS, Developer also made a contribution to the Borough of \$75,000 (“Voluntary Contribution”) to be used for certain, future intersection improvements if those improvements became necessary; and,

WHEREAS, Lansdale Borough Council, by motion, authorized reallocation of a certain grant obtained by Lansdale Borough for trail improvements (“Grant”) from the Madison Lot Project site to the Development subject to approval of the Delaware Valley Regional Planning Commission (“DVRPC”); and,

WHEREAS, DVRPC representatives have indicated that DVRPC is in favor of the reallocation of the Grant; and,

WHEREAS, Developer desires and agrees the Voluntary Contribution shall no longer be restricted; and

WHEREAS, Lansdale Borough intends to use at least a portion of the unrestricted Voluntary Contribution as matching funds for the Grant; and,

WHEREAS, Lansdale Borough and Developer desire to relocate the portion of the Liberty Bell Trail on the Development site to the approximate location set forth on the concept plan (“Trail Concept Plan”) attached hereto as Exhibit “A”; and,

WHEREAS, Developer agrees to pay \$100 per unit (for a total of \$17,400) to help offset expenses associated with future maintenance of the Liberty Bell Trail; and,

WHEREAS, Developer and Lansdale Borough desire to enter into an easement agreement which shall provide, among other things, public use and access of the portion of the Liberty Bell Trail to be constructed as part of the Development

NOW, THEREFORE, BE IT RESOLVED, that Borough Council of the Borough of Lansdale grants Amended Final Land Development Approval for the Development in accordance with the Plans, which are incorporated herein by reference as if fully set forth herein, subject, however, to Applicant fulfilling the following conditions to the satisfaction of Borough Council:

1. All of the provisions, waivers and conditions of Final Land Development Approval Resolution No. 12-25 as amended by Amended Final Approval Resolution 2013-41, and the resulting Land Development Agreement, shall remain in full force and effect unless specifically modified hereby

2. Any restrictions on the use of the Voluntary Contribution are hereby lifted.

3. Relocation of a portion of the Liberty Bell Trail on the Development site to be constructed by the Developer to the approximate location set forth in the Trail Concept Plan, as approved by the Borough's engineer and Borough Manager shall be a field change and the actual location of the constructed trail shall be set forth on As-Built Plans; and, the remainder of the portion of the Liberty Bell Trail on the Development site shall be constructed by the Borough under the Grant, subject to approval by DVRPC.

4. In addition to any other fees or charges required, the certificate of occupancy for each residential unit shall be conditioned upon payment by Developer of a \$100 voluntary contribution. Developer shall, within 30 days of this Resolution, make a voluntary contribution of \$100 per residential unit for each unit that currently has a certificate of occupancy.

5. Developer shall enter into a trail easement agreement, substantially in the form of the trail easement agreement attached hereto as Exhibit "B", which may be amended or revised subject to approval by the Borough Manager and Special Counsel to the Borough of Lansdale.

BE IT FURTHER RESOLVED, that Borough Council of the Borough of Lansdale authorizes the Lansdale Borough Council President to execute a trail easement agreement, substantially in the form of the trail easement agreement attached hereto as Exhibit "B", which may be amended or revised subject to approval by the Borough Manager and Special Counsel to the Borough of Lansdale.

BE IT FURTHER RESOLVED, that Borough Council of the Borough of Lansdale authorizes the Lansdale Borough Council President and Borough Manager to execute an amended or revised agreement with DVRPC, or its designee for the Grant, and to execute any and all contracts or documents in furtherance of the Grant and reallocating the Grant to the portion of the Liberty Bell Trail on the Andale Green Development site.

APPROVED at the public meeting of the Lansdale Borough Council held on April 20, 2016.

LANSDALE BOROUGH COUNCIL

By: _____
Denton Burnell,
Council President

Attest: _____
Jacob I Ziegler,
Borough Secretary

ACCEPTED the _____ day of _____, 2016

Authorized Representative of Andale Properties, LLC

Name: _____

Title: _____

Draft

Prepared by: M. Joseph Clement, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return to: Same as above

Parcel Nos.: 11-00-07603-00-9
11-00-07600-00-3
11-00-07596-00-7
11-00-07592-00-2
11-00-07588-00-6
11-00-00960-00-1

ACCESS, MAINTENANCE AND TRAIL EASEMENT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, by and between **ANDALE PROPERTIES, LLC.**, a Pennsylvania limited liability company with a registered office address of 301 N. Broad Street, Lansdale, PA 19446 (hereinafter referred to as "Grantor"), and **LANSDALE BOROUGH**, One Vine Street. Lansdale, Montgomery County, Pennsylvania 19446 (hereinafter referred to as "Grantee" or "Borough").

BACKGROUND:

A. Grantor has proposed a land development on the Tract consisting of 174 residential units and related appurtenances and public improvements ("Project") more particularly described and depicted on certain plans prepared by Lenape Valley Engineering., being plans consisting of _____ sheets dated March 30, 2012, last revised _____, 201__ and recorded in the Montgomery County Recorder of Deeds Office in Plan Book _____ at Page _____ (hereinafter referred to as "Plans"), which Plans are specifically being incorporated herein by reference.

B. Grantor is the owner of certain contiguous tracts of land containing a total of approximately 15.26± acres in Lansdale Borough, Montgomery County, Pennsylvania, known as Parcel Nos. 11-00-07603-00-9; 11-00-07600-00-3; 11-00-07596-00-7; 11-00-07592-00-2; and, 11-00-07588-00-6 (the "Property"). Grantor has obtained a perpetual easement which provides for the construction and maintenance of certain portions of the SWM Facilities (hereinafter defined) to be constructed and located on an adjacent parcel having Parcel No. 11-00-00960-00-1 ("Parcel") (the Property and Parcel are hereinafter referred to as the "Tract").

C. Borough intends to construct a certain portion of an all-purpose recreational trail on and through the Tract, for the benefit, use and enjoyment of the public, in the approximate location depicted and identified as "Andale Section 1" on the plan (3 sheets) ("Trail Plan") attached hereto as Exhibit "A" ("Borough Trail").

D. Owner intends to construct a certain portion of an all-purpose recreational trail on and through the Tract, for the benefit, use and enjoyment of the public, in the approximate location depicted and identified as "Andale Section 2" on the Trail Plan ("Owner Trail") (the Owner Trail and Borough Trial are hereinafter collectively referred to as the "Trail")

E. Borough has requested that Owner grant Borough an easement on, over and through the Tract to provide for the future construction, maintenance, use and public access over the Trail.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, declare and agree as follows:

1. Owner grants and conveys to the Borough, its successors and assigns, an irrevocable permanent easement to enter upon, from time to time the Tract, in accordance with the terms and conditions of this Agreement ("Easement").

2. Borough and/or its designated agents shall, at its sole cost and expense, design and construct the Borough Trail and related trail improvements. Borough agrees to make a reasonable attempt to design the path of any future Trail to avoid existing trees, plantings, improvements, drainage facilities and the like, but Borough shall be entitled to insist upon the demolition or removal of any such trees, brush, plantings, improvements, and/or drainage facilities, if they are unavoidably in conflict with the formal design and location of the Trail and/or the need for appropriate maintenance of the Borough Trail. The Borough reserves the right to perform grading, when necessary, for the construction of the Borough Trail or to correct any new drainage issues which have been created by the construction of the Borough Trail.

3. Upon completion of the Trail, Borough, its successors and assigns, shall be vested with an irrevocable permanent easement to enter upon that portion of the Tract which is owned by Owner, its successors or assigns, ten (10) feet from the center of the Trail, for the entire length of the portion of the Trail, from time to time to use, repair, inspect, renew, remove, relocate, add to, operate, patrol and maintain the Trail within said areas.

4. The Trail shall also be made available to the public as an all-purpose recreational trail to include, but not be limited to, its use for travel by foot or bicycle; provided, however, that motorized vehicles of all types (except as expressly set forth herein) shall be prohibited.

5. Borough shall, at its sole cost and expense, repair, reconstruct and maintain the Trail. Owner, its successors and assigns, shall have no obligation to repair, reconstruct or maintain the Trail. However, Owner shall be responsible for maintaining, mowing green areas, pruning trees, and maintain and repairing improvements located on the Tract on either side of the Trail.

6. Owner shall have the right to occupy the Trail for any purpose and in any manner not injurious to Borough's uses or destructive of the rights granted herein. Borough shall have the obligation to limit the use of the Trail to bicycle and pedestrian uses only. In the event of Owner's failure to do so, Borough shall have the right to trim, clean or remove shrubs, bushes and tree branches (not trees) as necessary to permit the safe passage of bicycles, pedestrians and vehicles (to the extent permitted and necessary) on the Trail and charge Owner the cost thereof.

7. Notwithstanding anything to the contrary contained herein, Borough shall have the right to operate emergency and service vehicles on the Trail in order to maintain the Trail and provide for any need of emergency services along the Trail.

8. Borough shall have the right, but not the obligation, to limit the use of the Trail by members of the public by such rules and regulations as the Borough may determine to be reasonably necessary, provided that said rules and regulations shall not violate the terms of this Agreement.

9. Borough shall have the right, but not the obligation, to incorporate the Trail into a trail system.

10. The Easement and Trail are made available pursuant to the Recreational Use of Land and Water Act of February 2, 1966, P.L. (1985) 1860, 68 P.S. 477-1 *et seq.*

11. Borough shall obtain or require its contractors to obtain, and thereafter maintain so long as any construction activity is occurring by virtue of this Agreement, at least the following minimum insurance coverage: (1) Workers Compensation at the statutory limits; and (2) comprehensive general liability coverage against claims for bodily injury, personal injury, death or property damage.

12. Borough agrees that this instrument is a grant of an easement for the purposes contained herein. Nothing contained herein shall be construed to grant the Borough the fee to the Property, but titles thereto shall be retained by Owner, its successors and assigns.

13. The covenants in this Agreement shall bind the parties hereto, their and each of their successors and assigns, and shall run with the land and bind the Tract in perpetuity.

14. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, Norristown, Pennsylvania.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date and year first above written.

**GRANTOR:
ANDALE PROPERTIES, LLC.**

By: _____

Attest: _____

**GRANTEE:
LANSDALE BOROUGH**

By: _____
Denton Burnell, Borough Council President

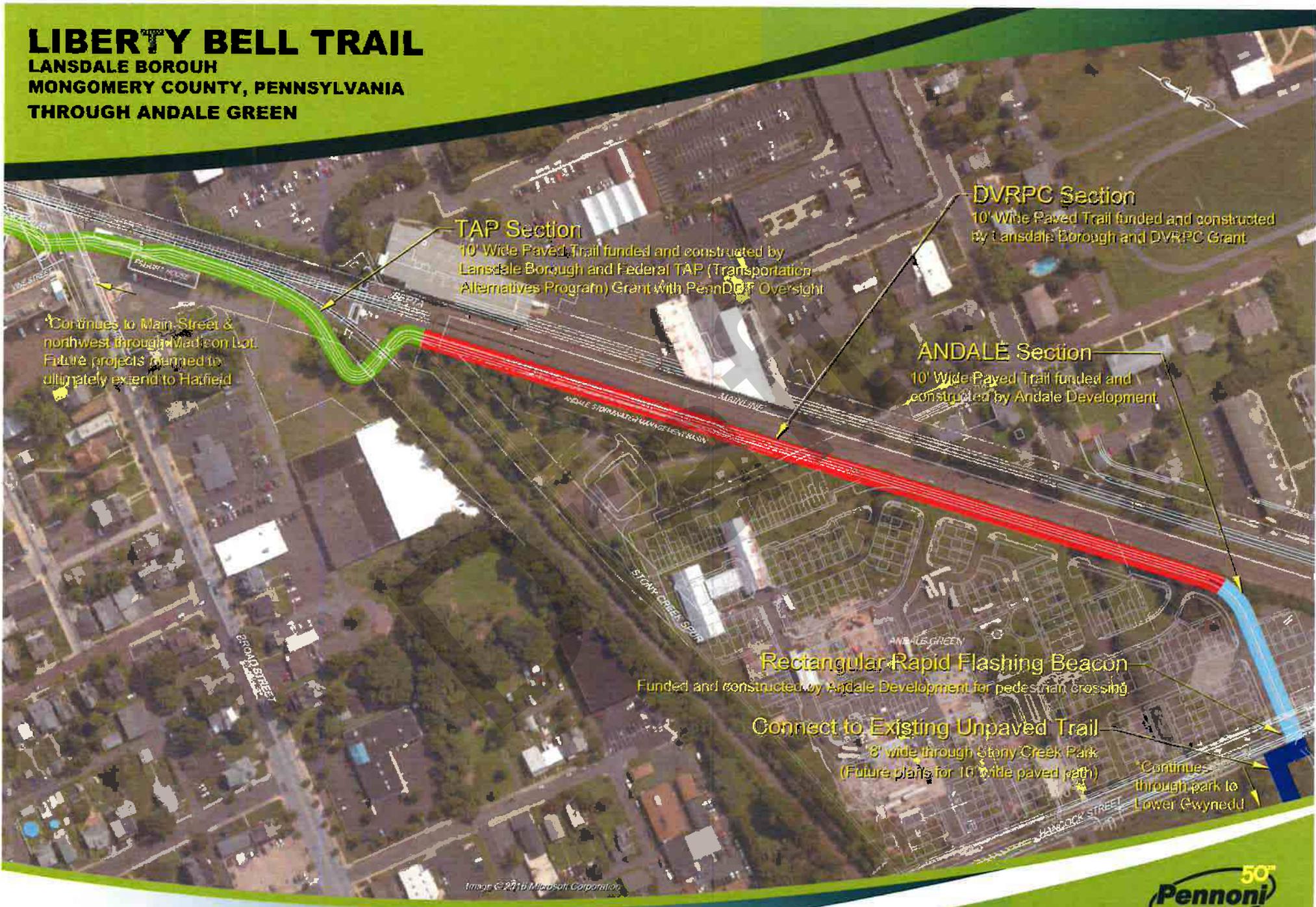
Attest: _____
Jacob I. Ziegler, Secretary

Draft

EXHIBIT A

LIBERTY BELL TRAIL

LANSDALE BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA
THROUGH ANDALE GREEN



TAP Section
10' Wide Paved Trail funded and constructed by Lansdale Borough and Federal TAP (Transportation Alternatives Program) Grant with PennDOT Oversight

DVRPC Section
10' Wide Paved Trail funded and constructed by Lansdale Borough and DVRPC Grant

ANDALE Section
10' Wide Paved Trail funded and constructed by Andale Development

Continues to Main Street & northwest through Madison Lot. Future projects planned to ultimately extend to Hatfield

Rectangular Rapid Flashing Beacon
Funded and constructed by Andale Development for pedestrian crossing

Connect to Existing Unpaved Trail
8' wide through Stony Creek Park (Future plans for 10' wide paved path)

Continues through park to Lower Cwynedd

Image © 2011 Microsoft Corporation



Draft

EXHIBIT B

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council authorize payment to Motorola Solutions, Inc. for materials used for
radio and communications equipment for the police department in the municipal complex. This item will
be funded through the 2014 General Obligation Bond.

Presented by: _____

Van Dame

Seconded by: _____



MOTOROLA

MOTOROLA SOLUTIONS, INC.
1301 E. Algonquin Road
Schaumburg, IL 60196



Visit our website at: www.motorola.com

456

BILL TO LANSDALE POLICE DEPT
ATTN: CHIEF JOE MCGURIMAN
35 VINE ST
LANSDALE, PA 19446

00001-00001-00001

Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: 0958810090724

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

INVOICE

000000 01 03 000456 000589P

Page 1 of 3

TOTAL INVOICE AMOUNT:	\$107,453.60
MOTOROLA INVOICE NUMBER:	41213101
INVOICE DATE:	08/31/2015
PAYMENT DUE:	09/30/2015
CUSTOMER ACCOUNT NUMBER:	1035703794 0001
PURCHASE ORDER DATE:	
YOUR P.O.#:	CONTRACT

*For questions concerning this Invoice please contact
Motorola at: 1-888-567-7347*

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
1	SQMO1SUM0236	1	SINGLE ZONE CONV RED CORE - K2	34,800.00	34,800.00
2	CA01663AB	1	ADD: RACK	396.00	396.00
3	CA00635AU	1	ADD: SMALL SYSTEM PROMO	-11,000.00	-11,000.00
4	DS110110711	1	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT	1,960.00	1,960.00
5	DS37502851	12	BREAKER KIT AIRPAX 15 AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1	27.20	326.40
6	DSPDU1215	1	POWER STRIP, 120VAC 15 AMP 15' CORD	84.80	84.80
7	SQMO1SUM0205	1	GGM8000 GATEWAY	3,360.00	3,360.00
8	CA01616AA	1	ADD: AC POWER	0.00	0.00
9	CA02141AA	1	ADD: LOW DENSITY ENH CONV GATEWAY	2,400.00	2,400.00
10	B1940	1	MCC 7100 DVD	200.00	200.00
11	B1939	2	MCC 7100 IP DISPATCH POSITION MAIN MODEL	0.00	0.00
12	CA01642AB	2	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	3,200.00	6,400.00

C9-08-15P01:14 REF:

(Continued on Next Page)

Detach here and return bottom portion with your payment.

IM1A-1

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
41213101	1035703794 0001	09/30/2015

Please put your Invoice Number and your Customer Account Number on your check for prompt processing.

LANSDALE POLICE DEPT
ATTN: CHIEF JOE MCGURIMAN
35 VINE ST
LANSDALE, PA 19446

Payment Coupon

Invoice Total	Amount Paid
\$107,453.60	

Send Payment To:



MOTOROLA

MOTOROLA SOLUTIONS, INC.
13108 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

0401020103010001 1035703794 0001 0000 083115 0010745360 08



MOTOROLA

MOTOROLA SOLUTIONS, INC.
1301 E. Algonquin Road
Schaumburg, IL 60196



Visit our website at: www.motorola.com

INVOICE

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Page 2 of 3

TOTAL INVOICE AMOUNT:	\$107,453.60
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YOUR P.O.#:	CONTRACT

BILL TO LANSDALE POLICE DEPT
ATTN: CHIEF JOE MCGURIMAN
35 VINE ST
LANSDALE, PA 19446

*For questions concerning this invoice please contact
Motorola at: 1-888-567-7347*

00002-00001-00001

Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: 0958810090724

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail (Continued)

Item	Model Number	Qty	Description	Unit Price	Amount
13	CA01644AA	2	ADD: MCC 7500/MCC 7100 ADV CONVL OPER	2,400.00	4,800.00
14	CA00635AV	2	ADD: MCC 7100 / L-CORE/K-COR PROMO	-4,500.00	-9,000.00
15	DS019BLK	2	19" NON-TOUCH MONITOR, BLACK	1,216.00	2,432.00
16	TT2538	2	Z420 LOW TIER WORKSTATION WINDOWS 7	2,040.00	4,080.00
17	DSCDN6171B	2	TRACKER BALL (ONLY PS/2 & USB COMPATIBLE)	351.20	702.40
18	00N1391	2	MUSIK USB SPEAKERS (SET OF 2) PALOALTO	63.20	126.40
19	RMN5077B	2	SUPRAPLUS SINGLE MUFF HEADSET	88.00	176.00
20	B1941	2	USB AUDIO INTERFACE MODULE	1,520.00	3,040.00
21	B1914	2	MCC SERIES DESKTOP GOOSENECK MICROPHONE	200.00	400.00
22	B1913	4	MCC SERIES HEADSET JACK	160.00	640.00
23	RLN6098	2	HDST MODULE BASE W/PTT, 15' CBL	168.00	336.00
24	DSTWIN632BA	2	PROVIDES ONE DUAL PEDAL FOOTSWITCH	232.00	464.00
25	T7885	2	MCAFFEE WINDOWS AV CLIENT	132.00	264.00
26	T7449	2	WINDOWS SUPPLEMENTAL TRANS CONFIG	40.00	80.00
27	HKVN4225A	2	MCC 7100 INSTANT RECALL RECORDER LI	960.00	1,920.00
28	HKVN4160A	2	5 CHANNEL SW LICENSE	2,000.00	4,000.00
29	DSRMP615A	2	SPD, TYPE 3, 120V RACK MOUNT, 15A P	284.00	568.00
30	L30URS9PW1 N	2	APX7500 SINGLE BAND 7/800	6,335.20	12,670.40
31	HKN6233C	2	APX CONSOLETTTE RACK MOUNT KIT	160.00	320.00
32	F2380	2	MCD 5000 DESKSET	1,200.00	2,400.00
33	FHN7469	2	MCD 5000 DESKSET / RGU POWER SUPPLY	80.00	160.00
34	FKNB695	2	ETHERNET CABLE 10' WITH RED & BLACK	28.00	56.00
35	FHN7394	2	MCD 5000 DESKSET WALL MOUNT KIT	9.60	19.20
36	CLN1856	2	2620-24 ETHERNET SWITCH	1,800.00	3,600.00
37	FKNB695	1	ETHERNET CABLE 10' WITH RED & BLACK	28.00	28.00
38	F7979	1	MCD 5000 DESKSET RADIO GATEWAY UNIT	1,200.00	1,200.00
39	FHN7469	1	MCD 5000 DESKSET / RGU POWER SUPPLY	80.00	80.00
40	FTN7490	1	MCD 5000 DESKSET RGU RACK MOUNT PAN	160.00	160.00
41	FVN5847	1	MCD 5000 DESKSET SYSTEM CONFIG TOOL	200.00	200.00
42	SI440 B	1	RISK	9,265.00	9,265.00
43	SI128 B	1	IN SOURCE	8,692.00	8,692.00
44	SI440 B	1	RISK	14,647.00	14,647.00



MOTOROLA

MOTOROLA SOLUTIONS, INC.

1301 E. Algonquin Road
Schaumburg, IL 60196



Visit our website at: www.motorola.com

INVOICE

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Page 3 of 3

TOTAL INVOICE AMOUNT:	\$ 107,453.60
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INVOICE DATE:	08/31/2015
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YOUR P.O.#:	CONTRACT

BILL TO LANSDALE POLICE DEPT
ATTN: CHIEF JOE MCGURIMAN
35 VINE ST
LANSDALE, PA 19446

*For questions concerning this invoice please contact
Motorola at: 1-888-567-7347*

00003-00001-00001

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Sales Order Number: 0958810090724

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail (Continued)

Item	Model Number	Qty	Description	Unit Price	Amount
45			THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS		
			SUBTOTAL		107,453.60
			PLEASE PAY THIS AMOUNT (PAYMENT DUE: 09/30/2015)		107,453.60

Draft

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council award the contract for the supply of 15,000 volt vacuum switchgear
for Lion Substation to Powergrid Solutions, Inc., the lowest responsible bidder per the recommendation
of Utility Engineers PC, consulting engineers for this project.

Presented by: _____

DiGregoric

Seconded by: _____

MATERIAL BID RESULTS
FOR
PURCHASE OF 15KV VACUUM SWITCHGEAR
BOROUGH OF LANSDALE, PENNSYLVANIA

BID OPENING DATE: MARCH 24, 2016

Prepared by:
UTILITY ENGINEERS, PC
 861 SAINT JOHN'S ROAD, SUITE 6
 DRUMS, PA 18222
 TEL: (570) 788-2211 FAX: (570) 788-2277

NO.	BIDDER	BID SECURITY (YES/NO)	SECTION NO. 1 BASE BID NON-AISLE SWITCHGEAR BID AMOUNT (\$)	SECTION NO. 1 ALTERNATE BID SHELTERED AISLE SWITCHGEAR BID AMOUNT (\$)
①	AZZ CENTRAL ELECTRIC	YES	270,319.00	296,491.00
2	ECI SALES			
③	GENERAL ELECTRIC / ANIXON	YES	299,284.00	276,847.00
4	GREYE GLASS ASSOCIATES			
5	JENSENIUS ASSOCIATES, INC			
6	LEKSON ASSOCIATES			
7	M.J. FEIN & CO.			
⑧	MYERS POWER PRODUCTS	YES	274,187.00	330,493.00
9	PAN AMERICAN SUPPLY, INC			
10	PRIMARY LINES, INC			
11	ROBINSON SALES			
12	SWITCHGEAR SOLUTIONS			
13	WESCO			
14	BILLOWS	YES	229,500.00	249,500.00
15	LESS METRON	YES	307,620.00	357,354.00
16	SHALBETZ	YES	204,000.00	253,000.00
17				
18				

UTILITY ENGINEERS, PC

861 St. John's Road, Suite 6, Drums, PA 18222
(570) 788-2211 (570) 788-2277 Fax

April 5, 2016

Mr. Jacob Ziegler, Borough Manager
BOROUGH OF LANSDALE

One Vine Street
Lansdale, PA 19446

**Re: PURCHASE OF 15,000 VOLT VACUUM
SWITCHGEAR FOR LION SUBSTATION**

Dear Mr. Ziegler:

On March 24, 2016, material bids were received for the purchase of new switchgear for the Lion Substation. Contained herein is our evaluation of these bids and our recommendations for award.

Bids were solicited for two (2) types of switchgear, non-aisle construction and sheltered aisle construction. The non-aisle switchgear is similar to the existing switchgear at Lion Substation where all switching operations are performed from outside the switchgear. Switching operations for sheltered aisle switchgear are performed inside a weatherproof enclosure. The bidders were allowed to submit separate bids for both types of construction.

A total of fifteen (15) Request For Bids (RFB) were received from interested vendors and manufacturers. Six (6) vendors/manufacturers responded to this RFB. Each bidder submitted pricing for both the non-aisle and sheltered aisle switchgear.

The following are the results of this RFB:

The six (6) bids that were received ranged from \$204,000 to \$307,620 for the non-aisle switchgear and ranged from \$249,500 to \$351,354 for the sheltered aisle switchgear.

Jacob Ziegler
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Page Two

Non-Aisle Switchgear Evaluation

The apparent low bid for the non-aisle switchgear was received from Powergrid Solutions, Inc. in the amount of \$204,000.00. Powergrid Solutions proposal provides Square D circuit breakers that will be interchangeable with the circuit breakers currently in use at the Stony Creek Substation. The switchgear assembly will fit on the existing concrete pad at the Lion Substation with minor pad modifications for the outgoing circuits. The entire assembly will be shipped completely assembled requiring no field assembly.

The Powergrid Solutions, Inc. proposal contained material items, exceptions and general comments that required clarification. Additionally, the Powergrid terms and conditions contained several clauses that also required further clarification.

Clarifications were requested for the following items:

1. Identify manufacturer and model of the ammeters and voltmeters.
2. Terms and Conditions – Material escalation clause
3. Terms and Conditions - Concealed damage during shipment.
4. KWH meter sockets were not indicated in Bill of Material or on one-line.
5. Exception to specification Part 3 - Execution

Powergrid was contacted and a request was made for clarifications of these 5 items. Powergrid provided the requested clarifications to these items. All responses were found to be acceptable and in accordance with the technical specifications. See attached correspondence from Powergrid for their specific responses.

The Powergrid Solutions, Inc. proposal along with the attached clarifications is responsive to the technical specifications and no material exceptions were taken.

The second low bid for the non-aisle switchgear was received from Billows Electric Supply Company, Inc. in the amount of \$229,500.00. The Billows proposal also provides Square D circuit breakers and the switchgear assembly will also fit on the existing pad. The switchgear assembly will be shipped in sections and field assembly will be required. Cost for assembling the switchgear in the field was included in the Billows proposal.

Jacob Ziegler
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Page Three

One (1) clarification was requested from Billows that pertained to the type of metering devices that are to be provided. Billows responded that all metering devices will be provided in accordance with the technical specifications. See attached Billows clarification. The Billows Electric Supply Company, Inc. bid is responsive to the technical specifications and no material exceptions were taken.

The remaining bids for the non-aisle switchgear were higher in price. Please refer to the attached Material Bid Results sheet for the list of bidders and their bid amounts.

Sheltered Aisle Switchgear Evaluation

We evaluated the bids for the sheltered-aisle switchgear. The bids ranged from \$249,500.00 to \$351,354.00. The apparent low bid for the sheltered aisle switchgear was received from Billows Electric Supply Company, Inc. The same clarifications apply to this bid as the non-aisle switchgear bid. The Billows bid is responsive to the technical specifications and no material exceptions were taken.

The second low bid for the sheltered aisle switchgear was received from Powergrid Solutions, Inc. in the amount of \$253,000.00. The same clarifications apply to this bid as the non-aisle switchgear bid. The Powergrid Solutions bid is responsive to the technical specifications and no material exceptions were taken.

Non-Aisle Switchgear versus Sheltered Aisle Switchgear

Evaluating the bids for the non-aisle switchgear versus the sheltered aisle switchgear, we offer the following.

Sheltered aisle switchgear is physically larger than non-aisle switchgear. Based on the dimensional information provided in each of the submitted proposals, sheltered aisle switchgear will not fit on the existing pad at Lion Substation. The existing concrete pad will need to be enlarged in both width and length. Enlarging the existing pad in both directions, may present issues with the existing transformer source feed, the existing outgoing feeder circuits, existing handholes and the existing control/battery building. Enlarging the existing pad and relocating source and feeder circuits can be costly and time consuming.

UTILITY ENGINEERS, PC

861 St. John's Road, Suite 6, Drums, PA 18222
(570) 788-2211 (570) 788-2277 Fax

Jacob Ziegler
April 5, 2016
Page Four

The lowest bid received for the non-aisle switchgear is \$45,500 less than the lowest bid received for the sheltered aisle switchgear. The cost savings by selecting the non-aisle switchgear could be applied against the cost of installation of the switchgear and the cost of installation/reconnection of the existing outgoing circuits to the new switchgear.

Lastly, the selection of the non-aisle switchgear will match the existing style of switchgear recently purchased for the Stony Creek Substation.

Recommendation for award

Based on our review of the submitted bids for the purchase of 15,000 volt vacuum switchgear, we recommend that the Borough purchase non-aisle switchgear from Powergrid Solutions Inc. in the amount of \$204,000.00.

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

UTILITY ENGINEERS, PC



Norman P. Baron, PE

cc: Andrew Krauss, Electric Superintendent
James Havrilla, PE
File



April 5, 2016

UTILITY ENGINEERS, PC
861 Saint John's Road, Suite 6
Drums, PA 18222
Attn: Norman P. Baron, PE

RE: BOROUGH OF LANSDALE - 15KV SWITCHGEAR BID - Ref. PSI Q# 219360

Dear Mr. Baron,

Sorry for any confusion regarding my email yesterday afternoon. I have reviewed your request and see no problems with your specific request on the outstanding issues covered by our normal Terms and Conditions. Since we prepare so many quotes for both the commercial and utility customers it's not uncommon to make specific adjustments for certain projects. Below I have highlighted your point of concern first and below placed our reply:

1. Your example cites one permutation. However, the wording of the terms and conditions would allow for escalation for other reasons. For example on page 10 of your proposal, "Quotation is based on current copper and steel prices on the date quoted. Surcharges may be applied at the time of order and/or time of material order placement due to copper and steel price increases". This is unacceptable and in conflict with the specification requiring firm prices.
WAIVED please consider this section removed from our quotations...JFB
2. As an FOB shipment, any damage open or concealed would be the responsibility of the bidder. **CONFIRMED our 12/18 month warranty will cover any seen or unseen issue which would be addressed by our Field Service team....JFB**
3. The meter socket as with all equipment must be factory wired. **CONFIRMED....JFB**
4. If shipped in one-piece, your response is acceptable. **CONFIRMED.....JFB**

If you have any questions please feel free to contact me.

John F. Butler
National Sales Manager
Powergrid Solutions Inc.



Billows Electric Supply Co.

1931 Olney Avenue, Suite 800, Cherry Hill, NJ 08003
Phone: 856-751-2200 • Fax: 856-751-8625 • www.billows.com

March 31, 2016

Utility Engineers, PC
861 Saint John's Road, Suite 6
Drums, PA 18222

Attention: Norman P. Baron, PE

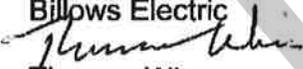
Subject: Borough of Lansdale – 15KV Switchgear Bid Clarification

This letter is to clarify that the specified metering devices (ammeters, voltmeter and meter sockets) referenced in specification paragraph 2.2.6.2 Instruments and the one-line diagram in the technical specifications, are included in our package price submitted to the Borough of Lansdale on March 24th, 2016.

Thank you for considering Billows Electric.

Respectfully,

Billows Electric



Thomas Wise
Switchgear Manager

MATERIAL BID RESULTS
FOR
PURCHASE OF 15KV VACUUM SWITCHGEAR
BOROUGH OF LANSDALE, PENNSYLVANIA

BID OPENING DATE: MARCH 24, 2016

Prepared by:
UTILITY ENGINEERS, PC
 861 SAINT JOHN'S ROAD, SUITE 6
 DRUMS, PA 18222
 TEL: (570) 788-2211 FAX: (570) 788-2277

NO.	BIDDER	BID SECURITY (YES/NO)	SECTION NO. 1	SECTION NO. 1
			BASE BID NON-AISLE SWITCHGEAR BID AMOUNT (\$)	ALTERNATE BID SHELTERED AISLE SWITCHGEAR BID AMOUNT (\$)
1	AZZ CENTRAL ELECTRIC	YES	270,319.00	296,491.00
2	BILLOWS ELECTRIC SUPPLY, INC.	YES	229,500.00	249,500.00
3	ESS METRON	YES	307,620.00	351,354.00
4	GENERAL ELECTRIC/ANIXTER	YES	299,284.00	276,847.00
5	MYERS POWER PRODUCTS	YES	274,187.00	253,000.00
6	POWERGRID SOLUTIONS, INC.	YES	204,000.00	253,000.00
7	GREYE GLASS ASSOCIATES	-	-	-
8	JENSENIUS ASSOCIATES, INC	-	-	-
9	LEKSON ASSOCIATES	-	-	-
10	M.J. FEIN & CO.	-	-	-
11	PAN AMERICAN SUPPLY, INC	-	-	-
12	PRIMARY LINES, INC	-	-	-
13	ROBINSON SALES	-	-	-
14	SWITCHGEAR SOLUTIONS	-	-	-
15	WESCO	-	-	-

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion ()

Resolution (X)

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council adopt Resolution 16-12 approving the sale, by electronic auction, of
approximately 7,500 used electric meters through Municibid.

Presented by: _____

DiGregorio

Seconded by: _____

**LANSDALE BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2016-12

A RESOLUTION OF THE BOROUGH OF LANSDALE, MONTGOMERY COUNTY, PENNSYLVANIA, APPROVING THE SALE, BY ELECTRONIC AUCTION, OF APPROXIMATELY 7,500 USED ELECTRIC METERS; REPEALING ALL INCONSISTENT RESOLUTIONS OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lansdale Borough produces and supplies electricity to properties in Lansdale Borough; and

WHEREAS, the Borough is undertaking a program to replace its current electric meters with new meters; and

WHEREAS, the Borough desires to sell the used meters removed from properties in Lansdale Borough; and

WHEREAS, the Borough desires to sell its used electric meters on Municibid, a recognized electronic auction site for municipal personal property; and

WHEREAS, the Borough is authorized to sell personal property via electronic auction sale pursuant to Section 1201.2(a.1) of the Pennsylvania Borough Code; and

WHEREAS, Council is required by Section 1201.2(a) of the Pennsylvania Borough Code to approve any sale of Borough personal property by resolution; and

WHEREAS, Council desires to approve the sale of approximately 7,500 used electric meters via Municibid in accordance with the requirements of the Borough Code;

NOW, THEREFORE, be it, and it is hereby **RESOLVED** by the Lansdale Borough Council, and it is hereby **ADOPTED** and **RESOLVED** by authority of same as follows:

I. The sale of approximately 7,500 used Elster REX1 2S AMI electric meters (the "Meters") by electronic auction sale using Municibid is hereby approved.

II. The appropriate Borough employees and consultants are hereby authorized to take all steps required to sell the Meters by electronic auction sale using Municibid.

III. All resolutions or parts thereof inconsistent with the provisions of this Resolution are hereby repealed to the extent of the inconsistency.

IV. The provisions of this Resolution are declared to be severable. If any provision of this Resolution is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Resolution.

V. This Resolution shall become effective immediately upon its legal adoption.

ADOPTED and **RESOLVED** this 20th day of April, 2016.

ATTEST:

LANSDALE BOROUGH COUNCIL

Jacob I. Ziegler,
Borough Secretary

Denton Burnell,
Council President

Draft

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council adopt attached Resolution 16-14 approving the Borough's application
to the Department of Conservation and Natural Resources (DCNR) for the Liberty Bell Trail in the
Stony Creek Park Branch.

Presented by: _____ Fuller

Seconded by: _____

DCNR-2015-C2P2-16	Application Information (*Indicates required information)	
Applicant/Grantee Legal Name:* Lansdale Borough	Web Application ID:* 1101568	
Project Title:* Liberty Bell Trail - Stony Creek Branch		

WHEREAS, Lansdale Borough

("Applicant") desires to undertake the following project

Liberty Bell Trail - Stony Creek Branch; and
(Project Title)

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "**Grant Agreement Signature Page**"; and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The "**Grant Agreement Signature Page**" may be signed on behalf of the applicant by the Official who, at the time of signing, has **TITLE** of Borough Manager.
2. If this Official signed the "**Grant Agreement Signature Page**" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the "**Grant Agreement Signature Page**", signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the **TITLE** specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of the applicant this _____ day of _____.

Secretary (Signature of the Secretary of the governing body)

DCNR USE ONLY

Project Number: _____



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Project Introduction

Web ID 1101568
Project Title Liberty Bell Trail - Stony Creek Branch
Grant Opportunity Trails
Project Type(s) Trail Development
Major Watershed(s)
Attended grant workshop? Yes
Contacted regional advisor? Yes
Advisor Drew Gilchrist

Applicant Info Details

Project Applicant Lansdale Borough
Federal ID 23-6002881
Vendor ID 138952
Address Line 1 1 VINE ST
Address Line 2 BOROUGH HALL
City LANSDALE
State PA
Zip Code 19446-3601
Organizational DUNS 23-6002881
County Montgomery
Municipality Lansdale Boro

Applicant Type Details

Applicant Type Municipality
501(c)(3) Organization Name
501(c)(3) Organization Approval Date
Charitable Organization Name
Charitable Registration Number
Charitable Expiration Date



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Project Coordinator Details

Linked Project Coordinator

Organization Lansdale Borough
Title Borough Manager
Prefix Mr.
First Name Jacob
Middle Initial I
Last Name Ziegler
Suffix
Address Line 1 One Vine St., Suite 201
Address Line 2
City Lansdale
State PA
Zip Code 19446
Phone (215) 368-1691
Cell
Fax (215) 361-8399
Email jziegler@lansdale.org

Chief Elected Official Details

Linked Chief Elected Official

Organization Borough Council
Title President
Prefix Mr.
First Name Denton
Middle Initial
Last Name Burnell
Suffix
Address Line 1 One Vine Street, Suite 201
Address Line 2
City Lansdale
State PA
Zip Code 19446
Phone (215) 368-1691
Cell
Fax
Email dburnell@lansdale.org



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Project Information

Statewide? No
Typical Grant Agreement Start Date 01/01/2017
Typical Grant Agreement End Date 12/31/2020

Project Scope of Work

Design and construction of the Liberty Bell Trail – Stony Creek Branch in Lansdale, Montgomery County. Work will include the upgrade of approximately 0.35 miles of existing trail within Stony Creek Park from Hancock Street to Pennbrook Parkway. The upgrade will consist of a 10' wide bituminous asphalt paved multi-use trail with ADA access and lighting. Other major components are the widening of the two existing wood boardwalks to 10' width, a trail head information plaza near the municipal boundary, way-finding signage and project acknowledgement sign.

Draft



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

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Project Location Details

Stony Creek Park

Location Details Link: [Stony Creek Park](#)

Latitude	40.23162534	Address Line 1	200 E. Hancock St.
Longitude	-75.28599814	Address Line 2	
Acreage	21.50	City	Lansdale
Length in Miles	0.35	State	PA
Parcel Number	11043 028	Zip Code	19446
Is the property leased?	No	Description	Stony Creek Park
Property Owner	Lansdale Borough		

Counties

Montgomery

Municipalities

Montgomery - Lansdale Boro

PA House Districts

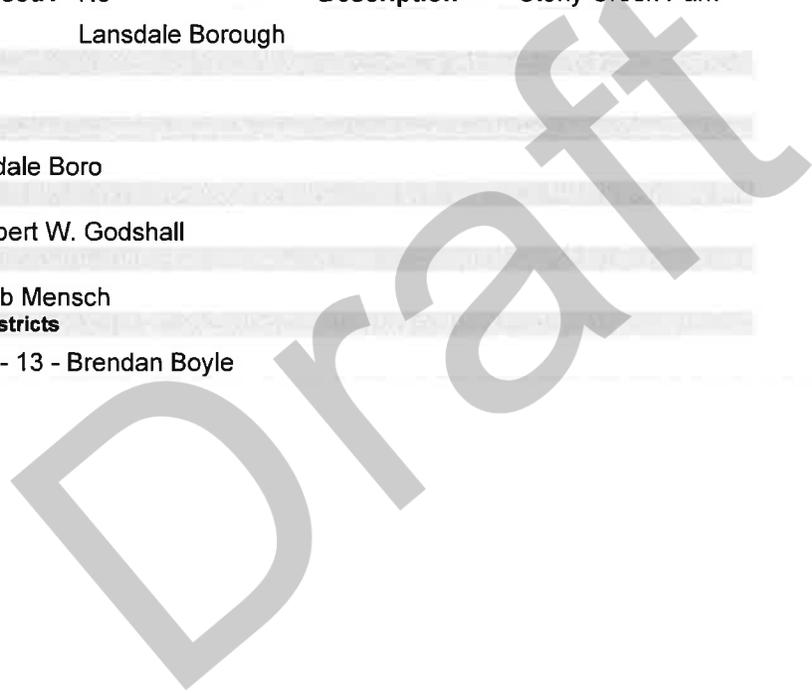
PA House - 53 - Robert W. Godshall

PA Senate Districts

PA Senate - 24 - Bob Mensch

U.S. Congressional Districts

U.S. Congressional - 13 - Brendan Boyle



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development**Web ID:** 1101568**Date Submitted:** 4/13/2016 3:18:11 PM**Project Criteria Questions****Your Project
Questions 1-4****1. Briefly describe your needs, issues, and urgencies and how they will be addressed through your project (relate directly to your proposed scope of work).**

Over the last several years, the Borough has been experiencing a renaissance that has heightened the sense of community awareness, energized current residents and attracted new investment. The Borough is densely populated and almost completely developed. The Borough serves as a commuter hub for both residents and non-residents who utilize the Southeastern Pennsylvania Transportation Authority (SEPTA) Train Station located in the downtown business district.

The Borough owns and maintains several parks throughout Lansdale that are prioritized by local officials as important recreational amenities. The Lansdale Liberty Bell Trail project is an extension of this commitment to provide residents with recreational amenities and public green space to encourage active lifestyles. Developing the Liberty Bell Trail in Lansdale will truly enhance the overall walkability of the community while completing a segment of The Circuit and advancing the region's active transportation-oriented community. The project will provide a dedicated trail that connects the Borough's residential neighborhoods to the downtown, which features a host of popular destinations, cultural and recreation resources.

Currently, the trail consists of a narrow cinder walking path with an inconspicuous trail head. Proposed improvements include: widening the trail and defining its edges, trail head upgrades at the Pennbrook Business Park entrance (municipal boundary), improved wayfinding signage, and lighting for public safety.

2. Identify all relevant local, county, and regional plans that your project advances through the implementation of your scope of work.**Plan # 1****Title:** Lansdale Comprehensive Plan**High Priority:** Yes**Date:** 7/19/2006 12:00:00 AM**Relevant Pages:** 10-6 to 10-7**Has Link/Upload:** Yes**Description:**

The Lansdale Comprehensive Plan (2006) identify the Liberty Bell Trail as a local priority and recommend its implementation as part of the Borough's effort to participate in the regional trail network. The Lansdale Comprehensive Plan identifies trail development as high priority, recognizing that trails "give Lansdale residents a means of accessing other trails and parks that exist both within the borough and outside the borough and they create a transportation network that reduces the need for cars, thereby enhancing the human scale of the borough."

Plan # 2**Title:** Lansdale Open Space Plan**High Priority:** Yes**Date:** 7/6/2005 12:00:00 AM



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

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Relevant Pages: 62, 75

Has Link/Upload: Yes

Description:

The plan states that "Lansdale should continue participating in the planning of this trail and begin work on implementing the design. This trail will tie together several parts of the borough, connecting open space, neighborhoods, and Main Street. At a larger scale, this trail will connect six of the seven North Penn communities."

Plan # 3

Title: MONTCO 2040 A SHARED VISION The Comprehensive Plan for Montgomery County

High Priority: No

Date: 1/15/2015 12:00:00 AM

Relevant Pages: 5, 20

Has Link/Upload: Yes

Description:

Construction of the Liberty Bell Trail is consistent with one of the plan's goals to "Expand and connect county trail, local trails, greenways, natural areas, and parks." Additionally, the plan states: "The proposed county trail system consists of 257 miles of trails; so far, 84 miles of this network have been built. To create better connections to neighboring counties and to create more options within the county, the proposed trail system has been expanded from its original total length of 165 miles."

Plan # 4

Title: Montgomery County Open Space, Natural Features, and Cultural Resources Plan

High Priority: No

Date: 1/1/2005 12:00:00 AM

Relevant Pages: 133-134

Has Link/Upload: Yes

Description:

The trail is also highlighted in the Montgomery County 2005 Open Space, Natural Features, and Cultural Resources Plan (pages 133-134). The County's Open Space Plan distinguishes the trail's importance as a connector to the regional trail network.

Plan # 5

Title: Montgomery County Primary Trail Network

High Priority: No

Date: 5/1/2016 12:00:00 AM

Relevant Pages: 1

Has Link/Upload: Yes

Description:

This project is regionally significant by constructing sections of the County primary trail network through the Borough. The trail connections through the Borough from Hatfield Township to Upper Gwynedd Township promote tourism/visitors from neighboring communities and provide alternatives to driving into the business district of the Borough. As noted in the Montgomery County Trail Development Guidelines, the County's primary trail network offers many proposed benefits on a local, regional, and even national level from preserved open space to the promotion of active, healthy lifestyles to the creation of an alternative source of transportation for commuters and recreation users alike.

3. The Department is a strong proponent of green/sustainable parks, trails, recreation facilities, and



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

conservation areas.

A. Site Location & Site Design

As this project will be completed within an existing park, disturbance to the natural landscape will be minimized. While relatively flat, the site includes some sloped areas. The proposed recreational trail upgrade will take advantage of the existing topography to allow for a more enjoyable walking experience. Disturbance will be limited to areas being restored and pedestrian walkways. No sensitive environmental features will be negatively impacted. The design team will include professionals experienced in sustainable practices such as hydrology, landscape ecology and native vegetation.

B. Water

The proposed improvements will result in a minimal net increase in impervious coverage. The existing 6' wide stone trail will be upgraded to a 10' wide bituminous asphalt trail. Due to maintenance considerations, bituminous asphalt paving will be utilized and stormwater management best management practices will be installed as necessary in accordance with state and local regulations. Stormwater management best management practices will incorporate rain gardens to promote infiltration and provide improved water quality.

C. Natural Landscaping

The project site will be restored to its natural state to the best extent possible through the minimal increase of existing impervious coverage and planting of native species. Invasive species will be removed when encountered during site restoration. Native trees, shrubs, and grasses will be utilized at the trail head and landscaped areas adjacent to the trail. Per the recently completed PNDI search, no impacts to critical habitat are anticipated within the project area. Should such habitat be encountered during project activities, appropriated conservation measures will be taken to protect any species of concern.

D. Materials Selection & Construction

When appropriate, the project will make use of existing salvage materials on-site and reused during construction. In addition, the project will utilize recycled-content material for the signposts, and salvaged materials will be reused where appropriate. Interpretive and educational signs will also be installed along the trail to inform the public of green practices incorporated into the project.

E. Connecting People to Nature

Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568**Date Submitted:** 4/13/2016 3:18:11 PM

The overall objective of the project is to provide a connection to active and passive recreation areas in Borough. The project contributes to the natural and cultural landscape, by providing access to active and passive recreational needs of residents and visitors. The project site is located within an existing park providing 0.6 miles of nature trails and conservation areas.

F. Operations and Maintenance

The Borough understands the role operations, maintenance and stewardship are to the long-term success of the trail. The trail will be maintained by the Borough of Lansdale's Parks and Recreation Department.

G. Environmental Stewardship Messaging

Educational signage will be provided about native vegetation, wildlife habitat and stormwater management best management practices (if necessary).

4. The Department requires all grant applicants to comply with the 2010 ADA Standards for Accessible Design. Specifically, please describe how your project will comply with the 2010 ADA Standards for Accessible Design. You should reference where these accessible accommodations can be found in the project budget, scope of work, and/or site plan (as applicable).

Lansdale Borough is committed to complying with the Americans with Disabilities Act and this has been demonstrated many times on past projects within the Borough; this project is no exception and will fully comply with the 2010 ADA Standards for Accessible Design. The design team will include professionals experienced in the DCNR and U.S. Access Board regulations. The following discussion on individual project elements detail how this project will comply:

Trail surface - The trail surface will be firm, stable and slip resistant.

Trail width - The proposed 10' width more than exceeds minimum width requirements.

Longitudinal and cross slope - The project area is relatively flat and the project will be able to comply with 16:1 maximum longitudinal slope. A minimum 1%, maximum 2% cross slope will be provided to convey drainage from the path.

Benches - Benches in the trail head area will comply with bench requirements. Clear space will provided at the end of the bench. Benches will have a 42" minimum length and 20" minimum (24" maximum) depth. Back supports and seat top heights will also comply the requirements.

Parking - Parking at the trail head will be evaluated and ADA spaces will be designated in accordance with Table 208.2.

Goals & Priorities Questions 5-6

5. Does your project address any of the following 2016 priorities set by the Department (Check all that apply)?

Applicant Name: Lansdale Borough

Project Title: Liberty Bell Trail - Stony Creek Branch

Grant Opportunity: Trails - Trail Development

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- Rehabilitation or non-routine maintenance of a trail or trailside facility

6. Explain how your project will implement the recommendations in Natural Connections, the new 2014-2019 PA Outdoor Recreation Plan (paoutdoorrecplan.com). To receive points, you must give a detailed explanation as to how your project will implement the plan for each recommendation relevant to your project.

Health & Wellness Priority Areas

1. Reconnect people to the outdoors through recreation opportunities and experiences.

2. Continue to strengthen connections between outdoor recreation and health in communities for people of all ages and abilities.

This project will promote active, healthy lifestyles as an alternative source of transportation for commuters and recreation users of all ages and abilities alike. Ultimately this trail will provide connection to other regional and county trails and will establish connections to parklands, historic sites, natural areas and other points of interest throughout the area. This trail closes a critical gap from the municipal border to the other planned sections currently under design and scheduled for construction later in 2016 and early 2017. This gap provides a strong connection from nearby developments to outdoor recreation.

3. Examine the built environment and encourage local communities to promote healthful transportation alternatives.

4. Enhance and promote healthful outdoor recreation through strategic partnerships with the health care community.

Local Parks & Recreation Priority Areas

1. Connect citizens to close-to-home recreational opportunities and green space.

This project closes a critical gap in the Liberty Bell Trail system in the Borough and provides a strong connection to nearby developments and the downtown region. Closing the gap greatly enhances citizen access to recreation and nature opportunities within the Stony Creek Park and puts the park's resources closer to an expanded pool of residents. Improved ADA access also makes the park available to people of all ages and abilities and promotes healthy living through outdoor connections.

2. Position local park facilities and recreation programs as essential services.

3. Create and leverage partnerships that expand outdoor recreation opportunities.

4. Coordinate strategic investment in local priorities and respond to emerging trends.

5. Provide expanded parks and recreation technical assistance to communities.

Tourism & Economic Development Priority Areas

1. Organize and market outdoor recreation and heritage tourism assets and amenities more effectively.

An identified component of this project is way-finding signage within the park. Signage will be provided that promotes outdoor recreation and heritage destinations and closes the gaps within the proposed Liberty Bell Trail project. The inclusion of wayfinding signage will improve citizen access to the assets and amenities of the Stony Creek Park and help bring these resources closer to home.

2. Develop and implement a plan for communicating the economic and community benefits of outdoor recreation, heritage tourism, and land conservation.

3. Increase access to business development resources and incentives for small tourism and outdoor recreation businesses and entrepreneurs.

4. Use new and existing research to document the economic benefits of outdoor recreation, heritage tourism, and land conservation.

Resource Management & Stewardship Priority Areas

Applicant Name: Lansdale Borough

Project Title: Liberty Bell Trail - Stony Creek Branch

Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

1. Conserve and protect Pennsylvania's natural places.

2. Maintain existing park, trail and recreation areas, and prioritize other infrastructure needs.

A major component of this project is to create a multi-use trail surface that improves the ADA access and universal design of the existing trail by updating facilities as detailed elsewhere in the application to meet the standards. Improving the trail's accessibility also strengthens connections between outdoor recreation and health in communities for people of all ages and abilities and helps connect citizens to close-to-home recreational opportunities and green space.

3. Cultivate support to protect wildlife and fish habitat through wildlife viewing, fishing, and hunting.

4. Develop and implement shale-gas best practices for recreation and pursue new recreation opportunities.

Funding & Financial Stability Priority Areas

1. Ensure the continued stability and permanence of existing state and federal conservation and recreation funding sources.

2. Foster use of new revenue sources in support of recreation and conservation.

3. Prioritize the use of federal LWCF funds that come to Pennsylvania over the next five years.

Outreach, Implementation, & Stewardship

Questions 7-9

7. The Department is a strong proponent of public involvement in all funded projects. Describe in detail how the public has been and/or will be engaged in the planning, design, implementation, long-term maintenance, and/or stewardship of your project (i.e. - public meetings, press releases, volunteer days, etc.).

Lansdale Borough has proven that hard work and dedication is needed to get projects from planning to construction. It also recognizes the importance of public involvement and collaboration with various stakeholders as a critical step of the project often resulting in a better project molded from various points of view. The project is a locally driven initiative that has engaged public stakeholders throughout the entire planning and implementation phases of the project. The Borough strongly believes that public participation and consideration of the community's interests are critical to the success of the project. The Borough has hosted community outreach meetings at the Borough Hall on several occasions for the Liberty Bell Trail Development, inviting any interested residents and business owners to share their ideas, questions, and concerns regarding the development of the site and the proposed recreational features, including public meetings. Copies of presentations from the public meetings are available on the Borough's website: <http://www.lansdale.org/>. The Borough has the full support of Senator Mensch.

8. Identify all Partners (financial, technical assistance, or general support) involved in your project.

Partner # 1

Partner Organization: Lansdale Parks & Recreation Department

Type of Partners:

- General Support

Has Upload: Yes

Description:

The Lansdale Parks & Recreation department will be responsible for the operation and maintenance of the trail. They will also promote it to visitors and residents.

9. The Department requires that the site be properly maintained, kept in reasonable repair, and open and accessible to the public throughout its useful life. For equipment purchases, the Department requires that the equipment be properly maintained and kept in reasonable repair throughout its useful life. Please describe your strategy to operate, maintain, and/or provide stewardship to your project.



Applicant Name: Lansdale Borough

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The proposed trail improvements are within an existing park. Maintenance of the trail and park will continue to be provided by the Borough Public Works Department and the Borough Park and Recreation Department. The implementation of rain gardens will reduce lawn areas that require mowing, and will provide for wildlife and bird habitats. Signage and pedestrian lighting will be provided along the trail to foster responsibility for the upkeep of the park and deter vandalism. Educational signage will also be provided regarding the stormwater management amenities installed as part of this project (rain gardens). Additionally, the proposed bituminous asphalt surface will require minimal maintenance as compared to the current existing stone pathway. The anticipated routine maintenance consists of snowplowing, cleaning surface debris from the trail and rinsing the signage with water and mild detergent as needed.

9a. Has Written Plan

Yes

Draft

Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Project Budget Details

Cash Costs

Construction/Development, Materials, Labor and/or Equipment Costs

Description of Costs	Number of Units / Unit Description	Unit Cost	Total Cash Cost
10' Wide Asphalt Trail (Multi-Use Trail)	1455.00 LF	\$100.00	\$145,500.00
10' Wide Wood Boardwalk (Multi-Use Trail)	20.00 LF	\$193.00	\$3,860.00
Pedestrian Lighting	1475.00 LF	\$58.00	\$85,550.00
Trailhead/Plaza	1.00 Each	\$15,000.00	\$15,000.00
Wayfinding Signage	1475.00 LF	\$3.00	\$4,425.00
Mobilization/MPT	1475.00 LF	\$4.00	\$5,900.00
Construction Contingency (20%)	1.00 Each	\$52,047.00	\$52,047.00
			\$312,282.00

Professional Services

Description of Costs	Number of Units / Unit Description	Unit Cost	Total Cash Cost
Design/Engineering	1.00 Each	\$62,456.00	\$62,456.00
Construction Administration	1.00 Each	\$37,474.00	\$37,474.00
			\$99,930.00

Cash Costs Total: \$412,212.00

Non-Cash Costs

Volunteer Labor Services

Volunteer or Organization	Summary of Tasks Performed	Estimated Hours	Volunteer Rate	Total Value
				\$0.00

Equipment Use

Equipment Description	Total Value
	\$0.00

In-House Services

Employee Position	Summary of Tasks Performed	Estimated Hours	Billable Rate	Total Value
				\$0.00

Donated Goods & Services

Services to be performed and/or Items/goods to be donated	Total Value
	\$0.00



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Land Donations

Description of Value	Number of Units / Unit Description	Unit Cost	Total Value
			\$0.00

Non-Cash Costs Total: \$0.00

Draft



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Project Match Information

Name of Match Source	Cash Amount	Pending (P) or Secured (S)	Non-Cash Value	Pending (P) or Secured (S)
Lansdale Borough (20%)	\$82,442.00	S		N/A
	\$82,442.00		\$0.00	Total: \$82,442.00

	Amount		Amount
Cash Amount Secured	\$82,442.00	Cash Amount Pending	\$0.00
Non-Cash Amount Secured	\$0.00	Non-Cash Amount Pending	\$0.00
Total Secured	\$82,442.00	Total Pending	\$0.00
		Total Cash and Non-Cash	\$82,442.00
		Match Percentage	20.00%
		(of Total Project Cost)	

Draft



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Project Budget Summary

Budget Category	Cash Costs	Non-Cash Values	Total
Construction/Development, Materials, Labor and/or Equipment Costs	\$312,282.00	-	\$312,282.00
Professional Services	\$99,930.00	-	\$99,930.00
Volunteer Labor Services	-	\$0.00	\$0.00
Equipment Use	-	\$0.00	\$0.00
In-House Services	-	\$0.00	\$0.00
Donated Goods & Services	-	\$0.00	\$0.00
Land Donations	-	\$0.00	\$0.00
\$412,212.00 (100%)			\$0.00 (0%)
\$412,212.00 (100%)			Total Project Cost

DCNR Grant Request: \$329,770.00

Overall Budget & Match Summary

Project Totals	Amount
Total Project Cost (Detailed Budget)	\$412,212.00
Total Project Match	\$82,442.00
DCNR Grant Request	\$329,770.00
Total Project Funding	\$412,212.00



Applicant Name: Lansdale Borough

Project Title: Liberty Bell Trail - Stony Creek Branch

Grant Opportunity: Trails - Trail Development

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Agricultural Land Preservation Policy

Is the project site in active agricultural use (not including the growing of timber)?

No

Has the project site been devoted to active agricultural use during the last three years?

No

Is the site considered "prime agricultural land" as defined in E.O. 2003-2?

No

Will the project cause an irreversible conversion of "prime agricultural land"?

Is this the only feasible site available for the project?

Narrative explanation

Pennsylvania Natural Diversity Inventory (PNDI) Receipt

Pennsylvania Natural Diversity Inventory (PNDI) Receipt Uploaded?

Yes

Project Resolution

Appointed Title

Borough Manager

Resolution Uploaded?

Yes

Draft



Applicant Name: Lansdale Borough
Project Title: Liberty Bell Trail - Stony Creek Branch
Grant Opportunity: Trails - Trail Development

Web ID: 1101568

Date Submitted: 4/13/2016 3:18:11 PM

Project Attachments

Uploaded Project Files

- [CountyMunicipalNotificationLetters_2 Consistency Letter Request - Montgomery County.pdf](#)
- [LettersOfCommitment_DCNR C2P2 funding ltr. Stony Creek Park - trail 4.13.16.pdf](#)
- [LettersOfSupport_Lansdale Borough, C2P2 grant letter of support, endorsed, 4 12 16.pdf](#)
- [LettersOfSupport_DCNR Grant Letter - Lansdale-Liberty Bell Trail-Stony Creek Branch.pdf](#)
- [MaintenancePlan_Stony Creek Maintenance Plan.pdf](#)
- [PNDIRceipt_PNDI project_receipt_liberty_bell_trail_stony_601185_FINAL_1.pdf](#)
- [ProjectPartner_1_2016 C2P2 Support Letter-Parks and Recreation.pdf](#)
- [ProjectRelatedPhotos_5 Project Related Photos.pdf](#)
- [ProjectSiteLocationMap_3 Project Location Map.pdf](#)
- [Resolution_DRAFT-resolution \(to be adopted 4-20-16\).pdf](#)
- [TrailDevelopmentDrawing_1 Trail Development Drawings.pdf](#)

Authorized Representative

Title	Project Manager
Prefix	Mr.
First Name	Chris
Middle Initial	
Last Name	Kunkel
Suffix	
Address Line 1	One Vine Street
Address Line 2	
City	Lansdale
State	PA
Zip Code	19446
Phone	(215) 872-5383
Cell	
Fax	
Email	ckunkel@lansdale.org

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that Borough Council authorize the use of Memorial Park from 10:00am to 12 noon
and the closing of the following streets for the annual VFW Memorial Day Parade to be held
on Monday, May 30, 2016 from 8:00am to 10:00am:

Main Street from Valley Forge Road to Church Road

Cannon Avenue from Second Street to Main Street

Cannon Avenue from Derstine Avenue to Main Street

This event is subject to the Borough's receipt and approval of required Certificate of Insurance.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that Borough Council authorize the North Penn YMCA to hold their Annual 5K Race
on Saturday, June 4, 2016 from 8:30am to 10:30am through various streets in the Borough
(on file at the police department) subject to the Borough's receipt and approval of required
Certificate of Insurance.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council authorize the 7th Annual Lansdale Beer Tasting Festival on Saturday,
June 26, 2016 from 12:00pm to 4:30pm to take place in the open field at the rear of the Madison
Parking Lot bordering Richardson Avenue subject to the Borough's receipt and approval of the
required Certificate of Insurance and the approval of the Lansdale Parking Authority for the use of
the property. In addition, the organization must obtain from all vendors a Certificate of Insurance for
the Borough and the organization. Said general liability insurance should contain a clause listing the
the Borough as additional insured in an amount approved by the Borough's insurance carrier.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council authorize the closing of appropriate Borough streets (on file at the
Police Department) on Saturday, September 10, 2016 from 5:00pm to 11:00pm for the 21st Annual
Lansdale Bike Night with a rain date of Sunday, September 11, 2016 from 1:00pm to 6:00pm. The
Blue Comets Motorcycle Club is to provide the Borough of Lansdale a Certificate of Insurance for
General Liability in an amount no less than \$5 million and to include the Borough as additional
insured with a minimum liability, including products liability in an amount approved by the Borough's
insurance carrier. In addition, this authorization is contingent upon the Blue Comets Motorcycle Club
obtaining from all vendors a Certificate of Insurance for the Borough and the Blue Comets
Motorcycle Club.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council authorize the closure of various borough streets in the downtown area
(on file at the police department) for First Friday events hosted by Discover Lansdale the first Friday
of each month beginning May 6, 2016 through November 5, 2016 from 3:00pm to 10:00pm.
Additionally, authorize the use of Railroad Plaza as a staging area from 3:00pm to 10:00pm,
subject to the Borough's receipt and approval of required Certificate of Insurance.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that Borough Council support and assist as may be needed, the Lansdale Farmer's Market
to be held on Saturdays from 7:30am to 2:00pm from May through November 2016 in the Hillcrest
Shopping Center located at 664 E. Main Street subject to the Borough's receipt and approval of
required Certificate of Insurance acceptable to the Borough Solicitor and the Borough's insurance
provider.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council save the date for the Manna on Main Street Annual 5K race on
Saturday, April 1, 2017. This race is being put on hold until April 1, 2017 as Manna will be moving
from their current location to the North Penn Commons complex in October 2016.

Presented by: _____ Work

Seconded by: _____

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council approve Change Order #2 in the amount of \$13,525.00 (addition) for
the 9th Street Station Off-Site Improvements Project per the recommendation of Remington, Vernick
& Beach, engineering consultants for this project. This project will be paid for with the money received
from the Lansdale Parking Authority in exchange for the 9th Street Station parking lot parcel.

Presented by: _____

Malagari

Seconded by: _____

SENIOR PRINCIPALS

Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

PRINCIPALS

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Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES

Charles E. Adamson, PLS, AET
John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE
Annina Hogan, PE, RA, CME, CPWM, LEED-AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CEA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
☐ (732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
☐ (732) 955-8000

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
☐ (609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
☐ (609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
☐ (240) 544-5382

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
☐ (610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
☐ (412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
☐ (302) 266-0212

**Remington, Vernick
& Arango Engineers**

The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137

April 1, 2016

Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

**Attn: Mr. Jake Ziegler
Borough Manager**

**Re: Borough of Lansdale
9th Street Station Off-Site Improvements
Change Order#2
Our File# PMLDT053**

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Change Order #2 for the above referenced project.

This change order reflects the addition of bollards to the project.

Once the change order is approved, please have both copies of the change order signed by the proper officers. Please return one (1) signed copy to our office for further distribution, and retain one (1) signed copy for your file.

Should you have any questions please feel free to contact our office at (610) 940-1050.

Very truly yours,

Remington, Vernick & Beach Engineers


Christopher J. Fazio, P.E., C.M.E.
Principal

Enclosure

cc: Dan Shinskie, Borough of Lansdale
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Paul W. Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

S:\Lansdale\PMLDT053 - 9th Street Extension\Construction Management\Payments, Change Orders\PMLDT053-Change Order#2, 4.1.16.doc



CHANGE ORDER #2
9th Street Station Off-Site Improvements
PMLDT053
March 31, 2016

OWNER: Borough of Lansdale
 1 Vine Street
 Lansdale, PA 19446

CONTRACTOR: Marino Corp.
 1400 Cressman Road
 Skippack, PA 19474

Reason for Change: Addition of Bollards to project

The time provided for completion of the contract is INCREASED by 0 calendar days.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					<u>\$0.00</u>
REDUCTIONS					<u>\$0.00</u>
SUPPLEMENTALS					<u>\$0.00</u>
CO #201	Bollards	1	LS	\$13,525.00	\$13,525.00
					<u>\$13,525.00</u>
	ORIGINAL CONTRACT AMOUNT				<u>\$247,604.00</u>
	+ Extras			\$0.00	
	- Reductions			\$0.00	
	+ Supplementals			\$13,525.00	\$13,525.00
	ADJUSTMENT AMOUNT BASED ON Change Order #1				<u>\$260,725.00</u>
	Change Order #1 through #2				<u>\$274,250.00</u>

Accepted By: Date: 4/1/16
 Marino Corp.

Date: 4/1/16
 Daniel Beach, Contract Administrator

Recommended By: Date: 4-1-16
 Thomas F. Beach, PE, CME, Executive Vice President

Approved By: _____ Date: _____
 Borough of Lansdale

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council authorize Payment #3 in the amount of \$12,172.50 to Marino Corporation
for work completed on the 9th Street Extension Off-Site Improvement Project per the recommendation
of Remington, Vernick & Beach, engineering consultants for this project. This project will be paid for
with the money received from the Lansdale Parking Authority in exchange for the 9th Street Station
parking lot parcel.

Presented by: _____ Malagari

Seconded by: _____

SENIOR PRINCIPALS

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Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CEA

April 1, 2016

Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

**Attn: Mr. Jake Ziegler
Borough Manager**

**Re: Borough of Lansdale
9th Street Station Off-Site Improvements
Payment Certificate #3
Our File# PMLDT053**

Dear Jake:

Remington, Vernick & Beach Engineers (RVB) has enclosed two (2) copies of Payment Certificate #3.

RVB recommends payment to Marino Corp. (hereafter referred to as "Contractor"), in the amount of \$12,172.50. The amount of \$27,425.00 is being held for 10% retainage.

Please review and process for payment to the Contractor. Should you have any questions, please feel free to contact our office at (610) 940-1050.

Very truly yours,
Remington, Vernick & Beach Engineers


Christopher J. Fazio, P.E., C.M.E.
Principal

Enclosure

cc: Dan Shinskie, Borough of Lansdale
Thomas F. Beach, P.E., C.M.E., Executive Vice President
Paul Hughes, P.E., Associate
Daniel S. Beach, Contract Administrator

S:\Lansdale\PMLDT053 - 9th Street Extension\Construction Management\Payments, Change Orders\PMLDT053-Certificate #3, 4.1.16.doc

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
☐ (856) 795-9595

**Remington, Vernick
& Vena Engineers**

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☐ (856) 303-1245

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
☐ (201) 624-2137



Payment Certificate No. 3

Project Name: 9th Street Station Off-Site Improvements

Owner
Borough of Lansdale
1 Vine Street
Lansdale, PA 19446

Contractor
Marino Corp.
1400 Cressman Road
Skippack, PA 19474

Project Number: PMLDT053

Application Date: 3/31/2016

No.	Description	QTY	Units	Unit Price	Contract Amount	QTY Compl. Cert. 3	Amount Complete Cert. 3	QTY Previously Complete	Amount Previously Complete	Total QTY Complete	Total Amount Payable
1	Mobilization	1	LS	\$1,900.00	\$1,900.00		\$0.00	1	\$1,900.00	1	\$1,900.00
2	Maintenance and Protection of Traffic	1	LS	\$1,400.00	\$1,400.00		\$0.00	1	\$1,400.00	1	\$1,400.00
3	Construction Layout	1	LS	\$3,400.00	\$3,400.00		\$0.00	1	\$3,400.00	1	\$3,400.00
4	Record Drawings	1	LS	\$3,500.00	\$3,500.00		\$0.00	1	\$3,500.00	1	\$3,500.00
5	Site Clearing and Grubbing	1	LS	\$20,400.00	\$20,400.00		\$0.00	1	\$20,400.00	1	\$20,400.00
6	Filter Sock, 12"	1000	LF	\$5.00	\$5,000.00		\$0.00	1000	\$5,000.00	1000	\$5,000.00
7	Inlet Protection	6	EA	\$144.00	\$864.00		\$0.00	6	\$864.00	6	\$864.00
8	Roadway Excavation, Unclassified	850	CY	\$34.00	\$28,900.00		\$0.00	850	\$28,900.00	850	\$28,900.00
9	PennDOT No. 2A Course Aggregate, Subbase, 6" Depth	2500	SY	\$8.00	\$20,000.00		\$0.00	2500	\$20,000.00	2500	\$20,000.00
10	Thermoplastic Traffic Striping	1	LS	\$1,600.00	\$1,600.00		\$0.00	1	\$1,600.00	1	\$1,600.00
11	Tie-in to Existing Storm Sewer Structure	1	EA	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00	1	\$1,200.00
12	Inlet, Type M	3	EA	\$2,600.00	\$7,800.00		\$0.00	3	\$7,800.00	3	\$7,800.00
13	Storm Sewer Manhole	1	EA	\$2,900.00	\$2,900.00		\$0.00	1	\$2,900.00	1	\$2,900.00
14	Superpave Asphalt Wearing Course, 9.5MM, PG 64-22, .3 to 3 Million ESALS, 1.5" Depth, SRL-H	225	TON	\$124.00	\$27,900.00		\$0.00	225	\$27,900.00	225	\$27,900.00
15	Superpave Asphalt Base Course, 25MM, PG 64-22, .3 to 3 Million ESALS, 4.5" Depth	650	TON	\$76.00	\$49,400.00		\$0.00	650	\$49,400.00	650	\$49,400.00
16	Storm Sewer Trench Restoration, Including Installation of 4.5" 25MM Base Course and Rolled Asphalt Curb	220	SY	\$60.00	\$13,200.00		\$0.00	220	\$13,200.00	220	\$13,200.00
17	15" High Density Polyethylene Pipe, Including Trench Backfill	500	LF	\$14.00	\$7,000.00		\$0.00	500	\$7,000.00	500	\$7,000.00
18	18" High Density Polyethylene Pipe, Including Trench Backfill	510	LF	\$58.00	\$29,580.00		\$0.00	510	\$29,580.00	510	\$29,580.00
19	18" High Density Polyethylene Pipe, Including Trench Backfill	330	LF	\$62.00	\$20,460.00		\$0.00	330	\$20,460.00	330	\$20,460.00
20	Site Signage	1	LS	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00	1	\$1,200.00
CO#101	Remediation of Unsuitable Subgrade Material	478.55	SY	\$20.00	\$9,571.00		\$0.00	478.55	\$9,571.00	478.55	\$9,571.00
CO#102	Premium Time 10/31/15	1	LS	\$1,650.00	\$1,650.00		\$0.00	1	\$1,650.00	1	\$1,650.00
CO#103	Premium Time 11/6/15	1	LS	\$1,900.00	\$1,900.00		\$0.00	1	\$1,900.00	1	\$1,900.00
CO #201	Bollards	1	LS	\$13,525.00	\$13,525.00	1	\$13,525.00	0	\$0.00	1	\$13,525.00
Totals					\$274,250.00		\$13,525.00		\$260,725.00		\$274,250.00

Payment Summary

Payments			Total Completed to Date:	\$274,250.00
1	\$115,008.88	2	\$119,643.62	Less 10% Retainage:
3	\$12,172.50			Subtotal:
				\$246,825.00
			Total Payments to Date:	\$234,652.50
			Amount Due This Period:	\$12,172.50

Contract Adjustment Summary

Change Orders			Original Contract Amount:	\$247,604.00
1	\$13,121.00	Additional Days	Total Change Orders:	\$26,646.00
2	\$13,525.00		Adjusted Contract Amount:	\$274,250.00
3			Original Contract Expiration:	11/17/15
4			Extension (in days):	0
			Amended Contract Expiration:	11/17/15

Payment Recommendation

Amount Certified this Period: \$12,172.50


 Marino Corp. 4/1/16
 Date


 Thomas F Beach, P.E., C.M.E. 4-1-16
 Date


 Daniel Beach, Contract Administrator 4/1/16
 Date

Borough of Lansdale _____
 Date

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council adopt the attached Resolution 16-11 to assign the designation
agent to act on behalf of the Borough of Lansdale for the application of Public Disaster Assistance
specifically related to the blizzard of January 2016.

Presented by: _____ Malagari

Seconded by: _____

DESIGNATION OF AGENT RESOLUTION

FOR: Blizzard of January 2016
(Enter Name of Disaster or Number)

BE IT RESOLVED BY Borough Council OF Borough of Lansdale
(Governing Body) (Public Entity)

THAT Richard DeLong, Public Works Supervisor
(Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF
Borough of Lansdale, Montgomery County,
(Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 20th day of April, 20 16.

Denton D. Burnell Council President
(Name) (Title) (Signature)

Mary B. Fuller Council Vice Pres.
(Name) (Title) (Signature)

(Name) (Title) (Signature)

(Name) (Title) (Signature)

(Name) (Title) (Signature)

CERTIFICATION

I, Jacob I. Ziegler, duly appointed and Borough Manager
(Name) (Title)

of Borough of Lansdale, do hereby certify that the above is a true and correct copy of
(Public Entity)

a resolution passed and approved by the Borough Council
(Governing Body)

of Borough of Lansdale on the 20th day of April, 20 16
(Public Entity)

Borough Manager 4/20/2016
(Signature) (Official Position) (Date)

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council enter into the attached agreement with the Pennsylvania
Emergency Management Agency for Public Disaster Assistance Application and Agreement
for Financial Assistance related to the blizzard of January 2016.

Presented by: _____ Malagari

Seconded by: _____

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY**

**PUBLIC DISASTER ASSISTANCE APPLICATION
and
AGREEMENT FOR FINANCIAL ASSISTANCE**

NAME OF APPLICANT:	Borough of Lansdale		
COMPLETE MAILING ADDRESS:	One Vine Street		
	Lansdale		Pennsylvania, 19446
TELEPHONE No:	(215) - 368 - 1691	FEDERAL EIN:	23 - 6002881
NAME OF APPLICANT'S AGENT:	Richard DeLong	COUNTY:	Montgomery

PROJECT APPLICATION NUMBER:	FEMA -	- DR - PA -	-	-
	(ASSIGNED BY PEMA)			

This document shall constitute the Public Disaster Assistance Agreement between the Commonwealth of Pennsylvania and the above-named Applicant. This document, and all of the terms and conditions contained herein, shall apply to the grant of all disaster assistance funds provided by, or through, the Commonwealth of Pennsylvania, to the Applicant.

The Applicant certifies that:

1. The Applicant's Agent has the legal authority to apply for public disaster assistance on behalf of the Applicant and is authorized to execute all required forms on behalf of the Applicant.
2. The Applicant's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of federal and state financial assistance.
3. The Applicant agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards to record disaster related expenditures.
4. The Applicant agrees to use the disaster assistance funds solely for the purposes for which the funds are approved and provided by the federal government and the Commonwealth.
5. The Applicant agrees to complete all approved work items within the time limits that are established by the Governor's Authorized Representative or the federal government. Time limits for project completion begin with the date of the disaster declaration, unless appropriate time extensions are requested and granted by the Pennsylvania Emergency Management Agency (PEMA) and the Federal Emergency Management Agency (FEMA). Debris Clearance (Category A) and Emergency Protective Measures (Category B) must be completed within six months; Permanent Work (Categories C through G) are to be completed within 18 months.

6. The Applicant agrees to hold the Commonwealth harmless from any and all claims, demands, lawsuits or other causes of action based upon or arising out of any activities performed by its employees, agents, representatives or independent contractors and subcontractors that involve public disaster assistance projects and work related activities that are funded either directly or indirectly by the Commonwealth.
7. The Applicant agrees to comply with all applicable federal, state, and local procurement laws, regulations or directives.
8. The Applicant agrees to establish internal personnel safeguards which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.
9. The Applicant agrees to comply with all applicable building codes and other standards adopted prior to the disaster declaration in completing all eligible projects that involve the repair or replacement of public facilities.
10. The Applicant agrees that it will not enter into any cost plus-percentage-of-cost contracts for the completion of any disaster restoration or repair work projects.
11. The Applicant agrees that it will not enter into any contract for which payment to the contractor is contingent upon receipt of federal or state funds.
12. The Applicant agrees that it will not enter into any contract with any party that has been debarred or suspended from either contracting with or participating in any federal or Commonwealth assistance programs.
13. The Applicant agrees to give federal and state agencies, as designated by the Governor's Authorized Representative, access to, and the right to examine, all records and documents that are related to the public disaster assistance grant.
14. The Applicant agrees to submit all periodic program and financial reports that are required by the Commonwealth to the appropriate state agency.
15. The Applicant agrees to comply with the flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 *et seq.*, as amended.
16. The Applicant agrees to comply with the requirements of the National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*, as amended, and its applicable Federal Regulations found at 44 CFR Part 10.
17. The Applicant agrees to comply with the requirements of the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, as amended.
18. The Applicant agrees to comply with the requirements of the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended.
19. The Applicant agrees to comply with the requirements of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended.

20. The Applicant agrees to comply with the requirements of the Endangered Species Act of 1973, 16 U.S.C. § 1531 *et seq.*, as amended.
21. The Applicant agrees to comply with the requirements of the National Historic Preservation Act, 16 U.S.C. § 470 *et seq.*, as amended, and its applicable Federal Regulations found at 36 CFR Part 800 and 44 CFR Part 208.
22. The Applicant agrees to comply with the requirements of FEMA's disaster assistance regulations found at 44 CFR Part 206.
23. The Applicant agrees to comply with those provisions of the Hatch Act, 5 U.S.C. § 7324 *et seq.*, as amended, which limits the political activities of public employees.
24. The Grantee acknowledges that all funds received are subject to audit by federal or state agencies. The Grantee agrees to comply with the Single Audit Act Amendments, 31 U.S.C. §§ 7501 *et seq.*, as amended, as promulgated by Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Nonprofit Organizations", and any amendments to these regulations or circular. The Grantee agrees to comply with the audit requirements as set forth in the Audit Clause, which is attached as Attachment A and incorporated herein. The Commonwealth reserves the right for federal and state agencies to perform additional audits or program reviews.
25. The Applicant agrees to comply with the Commonwealth's Standard Contract Terms and Conditions which are attached as Attachment B and incorporated herein.
26. The Applicant agrees to comply with the Commonwealth Right to Know Law conditions which are attached as Attachment C and incorporated herein.
27. The Applicant agrees to comply with provisions of the Drug-Free Workplace Act as set forth in Attachment D and incorporated herein.
28. The Applicant agrees that it will not use any federal funds for lobbying and will disclose the use of non-federal funds for lobbying by filing any documentation and/or forms that are required by either the federal government or the Commonwealth as set forth in Attachment D and incorporated herein.
29. The Applicant agrees to comply with the Assurances-Non Construction Programs requirements which are attached hereto as Attachment E and incorporated herein.
30. The Applicant agrees to comply with the Assurances-Construction Programs requirements which are attached hereto as Attachment F and incorporated herein.
31. The Applicant certifies that it is compliant with the requirements of the National Incident Management System (NIMS).
32. The Applicant certifies that the federal and state disaster assistance requested through the submission of this application does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.

33. The Applicant agrees to retain all cost-supporting records and documentation for a period of seven years from the date that it receives its final public disaster assistance payment from the Commonwealth or the final audit of its financial records is completed, whichever is later.
34. The Applicant certifies that it is in full compliance with all provisions of Pennsylvania's Flood Plain Management Act, 32 P.S. §§ 679.101 *et seq.* and Pennsylvania's Storm Water Management Act, 32 P.S. §§ 680.1 *et seq.* that apply to the Applicant.
35. The Applicant certifies that it has quantified debris deposits; performed all contracting, permitting and debris removal monitoring; has documentation tracking removal and disposal of debris at pre-approved permitted disposal sites; and has met all related requirements as contained in FEMA publication 325 (*Debris Management Guide*), FEMA publication 329 (*Debris Management Brochure*), Sections 403 and 407 of the Stafford Act (42 U.S.C. §§ 5170b and 5173), 44 CFR 206.224, and any and all local, state and federal requirements pertinent thereto.
36. This Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the parties hereto.
37. This Agreement may be terminated in whole, or in part, at any time before the performance period of this grant agreement is completed:
 - a. Whenever it is determined that the terms and conditions of the Grant Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by PEMA. Payment or recoveries by PEMA shall be in accordance with the legal rights and obligations of the parties.
 - b. In the event that anticipated Federal funds are not obtained or continued at a sufficient level.
 - c. At the discretion of PEMA upon written notification to the Applicant with effective termination date. Payments or recoveries by PEMA shall be in accordance with the legal rights and obligations of the parties.
38. The Commonwealth will make payments to the Applicant through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Applicant must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. The Pennsylvania Electronic Payment Program (PEPP) Enrollment Form can be found at the following address:

<https://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

- a. The applicant must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Applicant to properly apply the state agency's payment to the respective invoice or program.

- b. It is the responsibility of the Applicant to ensure that the ACH information contained in the commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
39. Certain of the attachments contained herein may not be applicable to the Applicant's project or program.

**Federal Funding Accountability and Transparency Act (FFATA)
(Pub L. 109-282, effective October 1, 2010)**

40. The Subgrantee agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as described below and attached as Attachment G. This form is to be completed, signed and incorporated as part of this agreement.

- a. Registration and Identification Information - Subgrantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Subgrantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with Subgrantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Subgrantee provides this information.

- b. Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Subgrantee must provide this information to the Commonwealth along with Subgrantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Subgrantee provides this information.

- c. Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Subgrantee provides such information responding to this question.

41. THE APPLICANT CERTIFIES THAT ALL COSTS CLAIMED UNDER THIS APPLICATION ARE FOR ACTUAL COSTS INCURRED BY THE APPLICANT IN THE PERFORMANCE OF AUTHORIZED WORK AS DEFINED IN THE ELIGIBILITY CRITERIA ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

42. The Applicant agrees to return to the Commonwealth, within thirty (30) days of written request by the Governor's Authorized Representative, all funds advanced which are not supported by audit or other federal or state review of documentation maintained by the Applicant. IF THE APPLICANT FAILS TO REFUND THE MONIES, THE COMMONWEALTH RESERVES THE RIGHT TO OFFSET THE AMOUNT DUE AGAINST ANY EXISTING OR FUTURE SUMS OF MONEY OWED THE APPLICANT BY ANY COMMONWEALTH AGENCY OR DEPARTMENT.

IN WITNESS WHEREOF, the parties to this Public Disaster Assistance Application and Agreement for Financial Assistance have executed this document through their respective duly authorized officers with the intention of being legally bound thereby, as of the date written below.

ATTEST:

By: _____
Witness Signature for Applicant's Agent
Name: Jacob I. Ziegler
Title: Borough Manager

APPLICANT:

Name of Applicant: Borough of Lansdale
(Government or Private Non-Profit Organization)
By: _____
Applicant's Agent Signature
Typed Name: Richard DeLong
Applicant's Agent
Date: April 20, 2016

ATTEST:

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY**

By: _____
Witness Signature for Governor's Authorized Representative
Name: _____

By: _____
Governor's Authorized Representative Signature
Typed Name: _____
Date: _____

-THIS PAGE REQUIRES SIGNATURES-

(Sign in ink and submit original to PEMA)

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**AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS
RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH**

AUDIT REQUIREMENTS.

The subgrantee must comply with all federal and state audit requirements including: *The Single Audit Act Amendments of 1996; Office of Management and Budget, Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, (OMB Circular A-133) as amended;* and any other applicable law or regulation, and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government.

If the subgrantee is a local government or non-profit organization and expends total federal awards of \$500,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, the subgrantee is required to have an audit made in accordance with the provisions of *OMB Circular A-133*.

If the subgrantee expends total federal awards of less than \$500,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards, and to provide access to such records by federal and state agencies or their designees.

SUBMISSION OF AUDIT INFORMATION TO THE COMMONWEALTH.

The subgrantee must submit an electronic copy of the audit report package to the commonwealth, which shall include:

1. Auditor's reports
 - a. Independent auditor's report on the financial statements, which expresses an opinion on whether the financial statements are presented fairly in all material respects in conformity with the stated accounting policies.
 - b. Independent auditor's report on the supplementary Schedule of Expenditures of Federal Awards (SEFA), which should determine and provide an opinion on whether the SEFA is presented fairly in all material respects in relation to the subrecipient's financial statements taken as a whole. This report can be issued separately or combined with the independent auditor's report on the financial statements.
 - c. Report on internal control over financial reporting, compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - d. Report on compliance with requirements applicable to each major program and report on internal control in accordance with the circular.
 - e. Schedule of findings and questioned costs.

Attachment A

2. Financial statements and notes to the financial statements
3. SEFA and notes to the SEFA
4. Summary schedule of prior audit findings
5. Corrective action plan (if applicable)
6. Data collection form
7. Management letter (if applicable)

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide and *OMB Circular A-133*.

Effective July 1, 2009, the Office of the Budget, Office of Comptroller Operations, Bureau of Audits will begin accepting electronic submission of single audit/program-specific audit reporting packages. Electronic submission is required for the fiscal year ending December 31, 2008 and subsequent years. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to RA-BOASingleAudit@state.pa.us.

Steps for submission:

1. Complete the Single Audit/Program Specific Audit Reporting Package Checklist available on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The Single Audit/Program Specific Audit Reporting Package Checklist ensures the subgrantee's reporting package contains all required elements.
2. Upload the **completed** Single Audit/Program-Specific Audit Reporting Package along with the Single Audit/Program Specific Audit Reporting Package Checklist in a **single** PDF file to an e-mail addressed to RA-BOASingleAudit@state.pa.us. In the subject line of the e-mail the subgrantee must identify the exact name on the Single Audit/Program-Specific Audit Reporting Package and the period end date to which the reporting package applies.

The subgrantee will receive an e-mail to confirm the receipt of the Single Audit/Program-Specific Audit Reporting Package, including the completed Single Audit/Program Specific Audit Reporting Package Checklist.

GENERAL AUDIT PROVISIONS.

The subgrantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

Attachment A

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the subgrantee's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the subgrantee.

Audit documentation and audit reports must be retained by the subgrantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the subgrantee's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the Government Accountability Office.

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Attachment B

STANDARD CONTRACT TERMS AND CONDITIONS

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - 1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) 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 execution of this agreement.
 - 3) Contractor means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) Financial interest means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take

Attachment B

no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

- c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining, another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or

Attachment B

debarment.

- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dps.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

AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

CONTRACTOR OFFSET PROVISIONS

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

Attachment C

Grant Provisions - Right to Know Law 8-K-1580, 2/1/2010

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

Attachment C

- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

ATTACHMENT D

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

ATTACHMENT D

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Attachment E

OMB Approval No.: 4040-0007

Expiration Date: 07/30/2010

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Attachment E

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Completed on submission to Grants.gov</div>	<p>* TITLE</p> <div style="border: 1px solid black; height: 20px; background-color: #cccccc; margin-top: 5px;"></div>
<p>* APPLICANT ORGANIZATION</p> <div style="border: 1px solid black; height: 20px; background-color: #cccccc; margin-top: 5px;"></div>	<p>* DATE SUBMITTED</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Completed on submission to Grants.gov</div>

Attachment F

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No.4040-0009
Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Attachment F

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE <input type="text"/>
* APPLICANT ORGANIZATION <input type="text"/>	* DATE SUBMITTED Completed on submission to Grants.gov

GRANTEE NAME: Borough of Lansdale

COUNTY: Montgomery

Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

Grantee must provide information along with Grantee's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Grantee provides such information.

DUNS NUMBER

DUNS Number:

087106464

DUNS Number + 4 (if applicable):

[INSTRUCTIONS: Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable. Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to their sub-grant agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.]

PRIMARY LOCATION

City:

Lansdale

State:

Pennsylvania

Zip+4:

19446-5868

[INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]

Compensation of Officers

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box
Grantee affirms they do not meet
the conditions for reporting highly
compensated officials

[INSTRUCTIONS: Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if—

(i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in Federal awards; and
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78(a); 78(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council adopt attached Ordinance 1889 requiring all persons, partnerships
businesses and corporations to obtain a permit for any construction or development; providing
for the issuance of such permits; setting forth certain minimum requirements for new construction
and development within areas of the Borough of Lansdale which are subject to flooding; and
establishing penalties for any persons who fail or refuse to comply with the requirements or
provisions of this ordinance.

Presented by: _____ Malagari

Seconded by: _____

**BOROUGH OF LANSDALE
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2016-1889

AN ORDINANCE REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE BOROUGH OF LANSDALE WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

ARTICLE I. STATUTORY AUTHORIZATION

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, the Borough Council of the Borough of Lansdale does hereby order as follows.

ARTICLE II. GENERAL PROVISIONS

Section 2.01 Intent

The intent of this Ordinance is to:

- A. Promote the general health, welfare, and safety of the community.
- B. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.
- C. Minimize danger to public health by protecting water supply and natural drainage.
- D. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing excessive development in areas subject to flooding.
- E. Comply with federal and state floodplain management requirements.

Section 2.02 Applicability

- A. It shall be unlawful for any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development anywhere within the Borough of Lansdale unless a Permit has been obtained from the Director of Community Development.

Section 2.03 Abrogation and Greater Restrictions

This ordinance supersedes any other conflicting provisions which may be in effect in identified floodplain areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this Ordinance, the more restrictive shall apply.

Section 2.04 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

Section 2.05 Warning and Disclaimer of Liability

The degree of flood protection sought by the provisions of this Ordinance is considered reasonable for regulatory purposes and is based on accepted engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Ordinance does not imply that areas outside any identified floodplain areas, or that land uses permitted within such areas will be free from flooding or flood damages.

This Ordinance shall not create liability on the part of the Borough of Lansdale or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

ARTICLE III. ADMINISTRATION

Section 3.01 Designation of the Floodplain Administrator

The Director of Community Development is hereby appointed to administer and enforce this ordinance and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another agency or private sector entity to administer specific provisions of these regulations.

Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the Borough Manager.

Section 3.02 Permits Required

A Permit shall be required before any construction or development is undertaken within any area of the Borough of Lansdale.

Section 3.03 Duties and Responsibilities of the Floodplain Administrator.

- A. The Floodplain Administrator shall issue a Permit only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.
- B. Prior to the issuance of any permit, the Floodplain Administrator shall review the application for the permit to determine if all other necessary government permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.
- C. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the history of repairs to the subject building, so that any repetitive loss concerns can be addressed before the permit is issued.
- D. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.
- E. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the identified floodplain area, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this ordinance.
- F. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the Permit and report such fact to the Borough Council for whatever action it considers necessary.
- G. The Floodplain Administrator shall maintain in perpetuity all records associated with the requirements of this ordinance including, but not limited to, finished construction elevation data, permitting, inspection and enforcement.
- H. The Floodplain Administrator is the official responsible for submitting a biennial report to FEMA concerning community participation in the National Flood Insurance Program.

- I. The responsibility, authority and means to implement the commitments of the Floodplain Administrator can be delegated from the person identified. However, the ultimate responsibility lies with the person identified in the floodplain ordinance as the Floodplain Administrator.
- J. The Floodplain Administrator shall consider the requirements of the 34 PA Code and the 2009 IBC and the 2009 IRC or latest revisions thereof.

Section 3.04 Application Procedures and Requirements

- A. Application for such a Permit shall be made, in writing, to the Floodplain Administrator on forms supplied by the Borough of Lansdale. Such application shall contain the following:
 - 1. Name and address of applicant.
 - 2. Name and address of owner of land on which proposed construction is to occur.
 - 3. Name and address of contractor.
 - 4. Site location including address.
 - 5. Listing of other permits required.
 - 6. Brief description of proposed work and estimated cost, including a breakout of flood-related cost and the market value of the building before the flood damage occurred where appropriate.
 - 7. A plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.
- B. If any proposed construction or development is located entirely or partially within any identified floodplain area, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to determine that:
 - 1. All such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;
 - 2. All utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage;
 - 3. Adequate drainage is provided so as to reduce exposure to flood hazards;
 - 4. Structures will be anchored to prevent floatation, collapse, or lateral movement;
 - 5. Building materials are flood-resistant;
 - 6. No encroachment, alteration, or improvement of any kind shall be made to any

watercourse;

7. Clearing of all existing vegetation, except where such clearing is necessary to prepare land for a use permitted under Section 5.01, herein, and where the effects of these actions are mitigated by re- establishment of vegetation;
 8. Appropriate practices that minimize flood damage have been used; and
 9. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation.
- C. Applicants shall file the following minimum information plus any other pertinent information as may be required by the Floodplain Administrator to make the above determination:
1. A completed Permit Application Form.
 2. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:
 - a. North arrow, scale, and date;
 - b. Topographic contour lines, if available;
 - c. The location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and development;
 - d. The location of all existing streets, drives, and other access ways; and
 - e. The location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities.
 3. Plans of all proposed buildings, structures and other improvements, drawn at suitable scale showing the following:
 - a. The proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;
 - b. The elevation of the base flood;
 - c. Supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC.
 4. The following data and documentation:
 - a. If available, information concerning flood depths, pressures, velocities, impact and uplift forces and other factors associated with a base flood; and Floodway Area (See section 4.02 A) when combined with all other existing

and anticipated development, will not increase the base flood elevation at any point.

- b. Documentation, certified by a registered professional engineer or architect, to show that the cumulative effect of any proposed development will not increase the base flood elevation more than one (1) foot at any point within the community.
- c. A document, certified by a registered professional engineer or architect, which states that the proposed construction or development has been adequately designed to withstand the pressures, velocities, impact and uplift forces associated with the base flood.

Such statement shall include a description of the type and extent of flood proofing measures which have been incorporated into the design of the structure and/or the development.

- d. Detailed information needed to determine compliance with Section 5.03 F., Storage, and Section 5.04, Development Which May Endanger Human Life, including:
 - i. The amount, location and purpose of any materials or substances referred to in Sections 5.03 F. and 5.04 which are intended to be used, produced, stored or otherwise maintained on site.
 - ii. A description of the safeguards incorporated into the design of the proposed structure to prevent leaks or spills of the dangerous materials or substances listed in Section 5.04 during a base flood.
- e. The appropriate component of the Department of Environmental Protection's "Planning Module for Land Development."
- f. Where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control.

D. Applications for Permits shall be accompanied by a fee, payable to the Borough of Lansdale municipality based upon the estimated cost of the proposed construction as determined by the Floodplain Administrator.

Section 3.05 Review by County Conservation District

A copy of all applications and plans for any proposed construction or development in any identified floodplain area to be considered for approval shall be submitted by the Floodplain Administrator to the County Conservation District for review and comment prior to the issuance of a Permit. The recommendations of the Conservation District shall be considered by the Floodplain Administrator for possible incorporation into the proposed plan.

Section 3.06 Review of Application by Others

A copy of all plans and applications for any proposed construction or development in any identified floodplain area to be considered for approval may be submitted by the Floodplain Administrator to any other appropriate agencies and/or individuals (e.g. planning commission, municipal engineer, etc.) for review and comment.

Section 3.07 Changes

After the issuance of a Permit by the Floodplain Administrator, no changes of any kind shall be made to the application, permit or any of the plans, specifications or other documents submitted with the application without the written consent or approval of the Floodplain Administrator. Requests for any such change shall be in writing, and shall be submitted by the applicant to the Floodplain Administrator for consideration.

Section 3.08 Placards

In addition to the Permit, the Floodplain Administrator shall issue a placard which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the Permit, the date of its issuance, and be signed by the Floodplain Administrator.

Section 3.09 Start of Construction

Work on the proposed construction or development shall begin within 180 days after the date of issuance of the development permit. Work shall also be completed within twelve (12) months after the date of issuance of the permit or the permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. The issuance of development permit does not refer to the zoning approval.

The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first, alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Time extensions shall be granted only if a written request is submitted by the applicant, who sets forth sufficient and reasonable cause for the Floodplain Administrator to approve such a request and the original permit is compliant with the ordinance & FIRM/FIS in effect at the time the extension is granted.

Section 3.10 Enforcement

A. Notices

Whenever the Floodplain Administrator or other authorized municipal representative determines that there are reasonable grounds to believe that there has been a violation of any provisions of this Ordinance, or of any regulations adopted pursuant thereto, the Floodplain Administrator shall give notice of such alleged violation as hereinafter provided.

Such notice shall:

1. Be in writing;
2. Include a statement of the reasons for its issuance;
3. Allow a reasonable time not to exceed a period of thirty (30) days for the performance of any act it requires;
4. Be served upon the property owner or his agent as the case may require; provided, however, that such notice or order shall be deemed to have been properly served upon such owner or agent when a copy thereof has been served with such notice by any other method authorized or required by the laws of this State;
5. Contain an outline of remedial actions which, if taken, will effect compliance with the provisions of this Ordinance.

B. Penalties

Any person who fails to comply with any or all of the requirements or provisions of this Ordinance or who fails or refuses to comply with any notice, order of direction of the Floodplain Administrator or any other authorized employee of the municipality shall be guilty of a misdemeanor and upon conviction shall pay a fine to Borough of Lansdale, of not less than Twenty-five Dollars (\$25.00) nor more than Six Hundred Dollars (\$600.00) plus costs of prosecution. In addition to the above penalties all other actions are hereby reserved including an action in equity for the proper enforcement of this Ordinance. The imposition of a fine or penalty for any violation of, or noncompliance with this Ordinance shall not excuse the violation or noncompliance or permit it to continue. All such persons shall be required to correct or remedy such violations and noncompliance within a reasonable time. Any development initiated or any structure or building constructed, reconstructed, enlarged, altered, or relocated, in noncompliance with this Ordinance may be declared by the Borough Council to be a public nuisance and abatable as such.

Section 3.11 Appeals

- A. Any person aggrieved by any action or decision of the Floodplain Administrator concerning the administration of the provisions of this Ordinance, may appeal to the Borough Council. Such appeal must be filed, in writing, within thirty (30) days after the decision, determination or action of the Floodplain Administrator.
- B. Upon receipt of such appeal the Borough Council shall consider the appeal in

accordance with the Municipal Planning Code and any other local ordinance.

- C. Any person aggrieved by any decision of the Borough Council may seek relief therefrom by appeal to court, as provided by the laws of this Commonwealth including the Pennsylvania Flood Plain Management Act.

ARTICLE IV. IDENTIFICATION OF FLOODPLAIN AREAS

Section 4.01 Identification

The identified floodplain area shall be:

- A. Any areas of the Borough of Lansdale, classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) and the accompanying Flood Insurance Rate Maps (FIRMs) dated 3-2-2016 and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study and,
- B. Any Community Identified Flood Hazard Areas.
- C. Definitions used in this ordinance are specific to the Floodplain Ordinance and do not apply elsewhere

The above referenced FIS and FIRMs, and any subsequent revisions and amendments are hereby adopted by the Borough of Lansdale and declared to be a part of this ordinance.

Section 4.02 Description and Special Requirements of Identified Floodplain Areas

The identified floodplain area shall consist of the following specific areas:

- A. The Floodway Area shall be those areas identified in the FIS and the FIRM as floodway and which represent the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation by more than one (1) foot at any point. This term shall also include floodway areas which have been identified in other available studies or sources of information for those Special Flood Hazard Areas where no floodway has been identified in the FIS and FIRM.
 - 1. Within any floodway area, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
 - 2. Within any floodway area, no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.
- B. The AE Area/District shall be those areas identified as an AE Zone on the FIRM included

in the FIS prepared by FEMA for which base flood elevations have been provided.

1. The AE Area adjacent to the floodway shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided and a floodway has been delineated.
- C. The A Area/District shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no base flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable sources shall be used when available. Where other acceptable information is not available, the base flood elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction site.

In lieu of the above, the municipality may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the municipality.

- D. Community Identified Flood Hazard Areas shall be those areas where the Borough of Lansdale has identified local flood hazard or ponding areas, as delineated and adopted on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks, soils or approximate study methodologies.

Section 4.03 Changes in Identification of Area

The Identified Floodplain Area may be revised or modified by the Borough Council where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change to the Special Flood Hazard Area, approval must be obtained from FEMA. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available; a community shall notify FEMA of the changes to the Special Flood Hazard Area by submitting technical or scientific data. See 5.01 (B) for situations where FEMA notification is required.

Section 4.04 Boundary Disputes

Should a dispute concerning any identified floodplain boundary arise, an initial determination shall be made by the Borough of Lansdale and any party aggrieved by this decision or determination may appeal to the Borough Council. The burden of proof shall be on the appellant.

Section 4.05 Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the Borough of Lansdale shall review flood hazard data affecting the lands subject to boundary changes. The Borough of Lansdale shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed those in CFR 44 60.3.

ARTICLE V. TECHNICAL PROVISIONS

Section 5.01 General

A. Alteration or Relocation of Watercourse

1. No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such action have been notified by the municipality, and until all required permits or approvals have first been obtained from the Department of Environmental Protection Regional Office.
2. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.
3. In addition, FEMA and the Pennsylvania Department of Community and Economic Development, shall be notified prior to any alteration or relocation of any watercourse.

B. When a community proposes to permit the following encroachments:

- any development that causes a rise in the base flood elevations within the floodway; Or
- Any development occurring in Zone A1-30, which will cause a rise of more than one foot in the base flood elevation; or
- Alteration or relocation of a stream (including but not limited to installing culverts and bridges) the applicant shall (as per 44 CFR Part 65.12):
 1. Apply to FEMA for conditional approval of such action prior to permitting the encroachments to occur.
 2. Upon receipt of the Director of Community Development's conditional approval of map change and prior to approving the proposed encroachments, Lansdale Borough shall provide evidence to FEMA of the adoption of floodplain management ordinances incorporating the increased base flood elevations and / or revised floodway reflecting the post- project condition.
 3. Upon completion of the proposed encroachments, Lansdale Borough shall provide as-built certifications. FEMA will initiate a final map revision upon receipt of such certifications in accordance with 44 CFR Part 67.

C. Any new construction, development, uses or activities allowed within any identified floodplain area shall be undertaken in strict compliance with the provisions contained in this Ordinance and any other applicable codes, ordinances and regulations.

- D. Within any Identified Floodplain Area, no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.

Section 5.02 Elevation and Floodproofing Requirements

Within any Identified Floodplain Area, any new construction or substantial improvements shall be prohibited. If a variance is obtained for new construction or substantial improvements in the Identified Floodplain Area in accordance with the criteria in Article VIII, then the following provisions apply:

A. Residential Structures

1. In AE and A1-30 Zones, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the regulatory flood elevation.
2. In A Zones, where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the regulatory flood elevation determined in accordance with Section 4.02.C of this ordinance.
3. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the most recent revisions thereof and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

B. Non-residential Structures

1. In AE and A1-30 Zones, any new construction or substantial improvement of a non-residential structure shall have the lowest floor (including basement) elevated up to, or above, the regulatory flood elevation, or be designed and constructed so that the space enclosed below the regulatory flood elevation:
 - a. Is flood-proofed so that the structure is watertight with walls substantially impermeable to the passage of water and,
 - b. Has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
2. In A Zones, where no Base Flood Elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated or completely floodproofed up to, or above, the regulatory flood elevation determined in accordance with Section 4.02.C of this ordinance.
3. Any non-residential structure, or part thereof, made watertight below the regulatory flood elevation shall be floodproofed in accordance with the WI or W2 space classification standards contained in the publication entitled "Flood-

Proofing Regulations" published by the U.S. Army Corps of Engineers (June 1972, as amended March 1992) or with some other equivalent standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards.

4. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the most recent revisions thereof and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

C. Space below the lowest floor

1. Fully enclosed space below the lowest floor (excluding basements) which will be used solely for the parking of a vehicle, building access, or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of flood waters for the purpose of equalizing hydrostatic forces on exterior walls. The term "fully enclosed space" also includes crawl spaces.
2. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:
 - a. A minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.
 - b. The bottom of all openings shall be no higher than one (1) foot above grade.
 - c. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. square inch for every square foot of enclosed space.
 - d. the bottom of all openings shall be no higher than one (1) foot above grade.
 - e. openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Historic Structures

Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this ordinance, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

E. Accessory structures

Structures accessory to a principal building need not be elevated or floodproofed to remain dry, but shall comply, at a minimum, with the following requirements:

1. The structure shall not be designed or used for human habitation, but shall be limited to the parking of vehicles, or to the storage of tools, material, and equipment related to the principal use or activity.
2. Floor area shall not exceed 200 square feet.
3. The structure will have a low damage potential.
4. The structure will be located on the site so as to cause the least obstruction to the flow of flood waters.
5. Power lines, wiring, and outlets will be elevated to the regulatory flood elevation.
6. Permanently affixed utility equipment and appliances such as furnaces, heaters, washers, dryers, etc. are prohibited.
7. Sanitary facilities are prohibited.
8. The structure shall be adequately anchored to prevent flotation, collapse, and lateral movement and shall be designed to automatically provide for the entry and exit of floodwater for the purpose of equalizing hydrostatic forces on the walls. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:
 - a. A minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.
 - b. The bottom of all openings shall be no higher than one (1) foot above grade.
 - c. Openings may be equipped with screens, louvers, etc. or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

Section 5.03 Design and Construction Standards

The following minimum standards shall apply for all construction and development proposed within any identified floodplain area:

- A. Fill: Within any Identified Floodplain Area the use of fill shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following

provisions apply:

If fill is used, it shall:

- a. extend laterally at least fifteen (15) feet beyond the building line from all points;
- b. consist of soil or small rock materials only - Sanitary Landfills shall not be permitted;
- c. be compacted to provide the necessary permeability and resistance to erosion, scouring, or settling;
- d. be no steeper than one (1) vertical to two (2) horizontal feet unless substantiated data justifying steeper slopes are submitted to, and approved by the Floodplain Administrator; and
- e. be used to the extent to which it does not adversely affect adjacent properties.

B. Drainage Facilities

Storm drainage facilities shall be designed to convey the flow of storm water runoff in a safe and efficient manner. The system shall ensure proper drainage along streets, and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

C. Water and Sanitary Sewer Facilities and Systems

1. All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.
2. Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.
3. No part of any on-site waste disposal system shall be located within any identified floodplain area except in strict compliance with all State and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it, or contamination from it, during a flood.
4. The design and construction provisions of the UCC and FEMA #348, "Protecting Building Utilities From Flood Damages" and "The International Private Sewage Disposal Code" shall be utilized.

D. Other Utilities

All other utilities such as gas lines, electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

E. Streets

The finished elevation of all new streets shall be no more than one (1) foot below the Regulatory Flood Elevation.

F. Storage

All materials that are buoyant, flammable, explosive, or in times of flooding, could be injurious to human, animal, or plant life, and not listed in Section 5.04, Development Which May Endanger Human Life, shall be stored at or above the Regulatory Flood Elevation or flood proofed to the maximum extent possible.

G. Placement of Buildings and Structures

All buildings and structures shall be designed, located, and constructed so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum effect upon the flow and height of flood water.

H. Anchoring

1. All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, or lateral movement.
2. All air ducts, large pipes, storage tanks, and other similar objects or components located below the regulatory flood elevation shall be securely anchored or affixed to prevent flotation.

I. Floors, Walls and Ceilings

1. Wood flooring used at or below the Regulatory Flood Elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain without causing structural damage to the building.
2. Plywood used at or below the regulatory flood elevation shall be of a "marine" or "Water-resistant" variety.
3. Walls and ceilings at or below the regulatory flood elevation shall be designed and constructed of materials that are "water-resistant" and will withstand inundation.
4. Windows, doors, and other components at or below the regulatory flood elevation shall be made of metal or other "water-resistant" material.

J. Paints and Adhesives

1. Paints and other finishes used at or below the regulatory flood elevation shall be of "marine" or "water-resistant" quality.

2. Adhesives used at or below the regulatory flood elevation shall be of a "marine" or "water-resistant" variety.
3. All wooden components (doors, trim, cabinets, etc.) used at or below the regulatory flood elevation shall be finished with a "marine" or "water-resistant" paint or other finishing material.

K. Electrical Components

1. Electrical distribution panels shall be at least three (3) feet above the base flood elevation.
2. Separate electrical circuits shall serve lower levels and shall be dropped from above.

L. Equipment

Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the regulatory flood elevation.

M. Fuel Supply Systems

All gas and oil supply systems shall be designed to prevent the infiltration of flood waters into the system and discharges from the system into flood waters. Additional provisions shall be made for the drainage of these systems in the event that flood water infiltration occurs.

N. Uniform Construction Code Coordination

The Standards and Specifications contained 34 PA Code (Chapters 401-405), as amended and not limited to the following provisions shall apply to the above and other sections and sub-sections of this ordinance, to the extent that they are more restrictive and supplement the requirements of this ordinance.

International Building Code (IBC) 2009 or the latest edition thereof:

Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest edition thereof:

Secs. R104, R105, R109, R322, Appendix E, and Appendix J.

Section 5.04 Development, Which May Endanger Human Life

Within any Identified Floodplain Area, any structure of the kind described in Subsection A., below, shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply: (5.04 B, C & D).

- A. In accordance with the Pennsylvania Flood Plain Management Act, and the regulations adopted by the Department of Community and Economic Development as required by the Act, any new or substantially improved structure which:
1. Will be used for the production or storage of any of the following dangerous materials or substances; or,
 2. Will be used for any activity requiring the maintenance of a supply of more than 550 gallons, or other comparable volume, of any of the following dangerous materials or substances on the premises; or,
 3. Will involve the production, storage, or use of any amount of radioactive substances; shall be subject to the provisions of this section, in addition to all other applicable provisions. The following list of materials and substances are considered dangerous to human life:
 - Acetone
 - Ammonia
 - Benzene
 - Calcium carbide
 - Carbon disulfide
 - Celluloid
 - Chlorine
 - Hydrochloric acid
 - Hydrocyanic acid
 - Magnesium
 - Nitric acid and oxides of nitrogen
 - Petroleum products (gasoline, fuel oil, etc.)
 - Phosphorus
 - Potassium
 - Sodium
 - Sulphur and sulphur products
 - Pesticides (including insecticides, fungicides, and rodenticides)
 - Radioactive substances, insofar as such substances are not otherwise regulated.
- B. Within any Identified Floodplain Area, any new or substantially improved structure of the kind described in Subsection A., above, shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
- C. Within any Floodway Area, any structure of the kind described in Subsection A., above, shall be prohibited. Where permitted within any Identified Floodplain Area, any new or substantially improved residential structure of the kind described in Section 5.04 (A), above, shall be elevated to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation and built in accordance with Sections 5.01, 5.02 and 5.03.

D. Where permitted within any Identified Floodplain Area, any new or substantially improved non-residential structure of the kind described in Section 5.04 (A) above, shall be built in accordance with Sections 5.01, 5.02 and 5.03 including:

1. Elevated, or designed and constructed to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation, and
2. Designed to prevent pollution from the structure or activity during the course of a base flood.

Any such structure, or part thereof, that will be built below the regulatory flood elevation shall be designed and constructed in accordance with the standards for completely dry floodproofing contained in the publication "Flood-Proofing Regulations (U.S. Army Corps of Engineers, June 1972 as amended March 1992), or with some other equivalent watertight standard.

Section 5.05 Special Requirements for Subdivisions and Development

All subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in Identified Floodplain Areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision and Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

Section 5.06 Special Requirements for Manufactured Homes

- A. Within any Identified Floodplain Area manufactured homes shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:
- B. Item Removed
- C. Within any Identified Floodplain Area manufactured homes shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.
- D. Where permitted within any Identified Floodplain Area, all manufactured homes, and any improvements thereto, shall be:
 1. Placed on a permanent foundation;
 2. Elevated so that the lowest floor of the manufactured home is at least one and one half (1 ½) feet above base flood elevation;
 3. And anchored to resist flotation, collapse, or lateral movement.
 4. And have all ductwork and utilities including HVAC/heat pump elevated to

the Regulatory Flood Elevation.

5. The elevation of all manufactured homes placed or substantially improved shall be at the BFE
- E. Installation of manufactured homes shall be done in accordance with the manufacturers' installation instructions as provided by the manufacturer. Where the applicant cannot provide the above information, the requirements of Appendix E of the 2009 "International Residential Building Code" or the "U.S. Department of Housing and Urban Development's Permanent Foundations for Manufactured Housing," 1984 Edition, draft or latest revision thereto and 34 PA Code Chapter 401-405 shall apply.
- F. Consideration shall be given to the installation requirements of the 2009 IBC, and the 2009 IRC or the most recent revisions thereto and 34 PA Code, as amended where appropriate and/or applicable to units where the manufacturers' standards for anchoring Cannot be provided or were not established for the proposed unit(s) installation.

Section 5.07 Special Requirements for Recreational Vehicles

Within any Identified Floodplain Area recreational vehicles shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

Recreational vehicles in Zones A, A1-30 and AE must either:

1. Be on the site for fewer than 180 consecutive days, and
2. Be fully licensed and ready for highway use, or
3. Meet the permit requirements for manufactured homes in Section 5.06.

ARTICLE VI. ACTIVITIES REQUIRING SPECIAL PERMITS

Section 6.01 General

In accordance with the administrative regulations promulgated by the Department of Community and Economic Development to implement the Pennsylvania Flood Plain Management Act, the following activities shall be prohibited within any Identified Floodplain Area unless a Special Permit has been issued by the Borough of Lansdale:

- A. The commencement of any of the following activities; or the construction, enlargement, or expansion of any structure used, or intended to be used, for any of the following activities:
 1. Hospitals
 2. Nursing homes
 3. Jails or prisons
- B. The commencement of, or any construction of, a new manufactured home park or

manufactured home subdivision, or substantial improvement to an existing manufactured home park or manufactured home subdivision.

Section 6.02 Application Requirements for Special Permits

Applicants for Special Permits shall provide five copies of the following items:

- A. A written request including a completed Permit Application Form.
- B. A small scale map showing the vicinity in which the proposed site is located.
- C. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:
 - 1. North arrow, scale and date;
 - 2. Topography based upon the North American Vertical Datum (NAVD) of 1988, showing existing and proposed contours at intervals of two (2) feet;
 - 3. All property and lot lines including dimensions, and the size of the site expressed in acres or square feet;
 - 4. The location of all existing streets, drives, other access ways, and parking areas, with information concerning widths, pavement types and construction, and elevations;
 - 5. The location of any existing bodies of water or watercourses, buildings, structures and other public or private facilities, including railroad tracks and facilities, and any other natural and man-made features affecting, or affected by, the proposed activity or development;
 - 6. The location of the floodplain boundary line, information and spot elevations concerning the base flood elevation, and information concerning the flow of water including direction and velocities;
 - 7. The location of all proposed buildings, structures, utilities, and any other improvements; and
 - 8. Any other information which the municipality considers necessary for adequate review of the application.
- D. Plans of all proposed buildings, structures and other improvements, clearly and legibly drawn at suitable scale showing the following:
 - 1. Sufficiently detailed architectural or engineering drawings, including floor plans, sections, and exterior building elevations, as appropriate;
 - 2. For any proposed building, the elevation of the lowest floor (including basement) and, as required, the elevation of any other floor;

3. Complete information concerning flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the base flood;
4. Detailed information concerning any proposed floodproofing measures;
5. Cross section drawings for all proposed streets, drives, other access ways, and parking areas, showing all rights-of-way and pavement widths;
6. Profile drawings for all proposed streets, drives, and vehicular access ways including existing and proposed grades; and
7. Plans and profiles of all proposed sanitary and storm sewer systems, water supply systems, and any other utilities and facilities.

E. The following data and documentation:

1. Certification from the applicant that the site upon which the activity or development is proposed is an existing separate and single parcel, owned by the applicant or the client he represents;
2. Certification from a registered professional engineer, architect, or landscape architect that the proposed construction has been adequately designed to protect against damage from the base flood;
3. A statement, certified by a registered professional engineer, architect, landscape architect, or other qualified person which contains a complete and accurate description of the nature and extent of pollution that might possibly occur from the development during the course of a base flood, including a statement concerning the effects such pollution may have on human life;
4. A statement certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the effects the proposed development will have on base flood elevation and flows;
5. A statement, certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the kinds and amounts of any loose buoyant materials or debris that may possibly exist or be located on the site below the base flood elevation and the effects such materials and debris may have on base flood elevation and flows;
6. The appropriate component of the Department of Environmental Protection's "Planning Module for Land Development;"
7. Where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection to implement and maintain erosion and sedimentation control;
8. Any other applicable permits such as, but not limited to, a permit for any activity regulated by the Department of Environmental Protection under Section 302 of Act 1978-166; and

9. An evacuation plan which fully explains the manner in which the site will be safely evacuated before or during the course of a base flood.

Section 6.03 Application Review Procedures

Upon receipt of an application for a Special Permit by the Borough of Lansdale the following procedures shall apply in addition to those of Article III:

- A. Within three (3) working days following receipt of the application, a complete copy of the application and all accompanying documentation shall be forwarded to the County Planning Commission by registered or certified mail for its review and recommendations. Copies of the application shall also be forwarded to the Borough of Lansdale Planning Commission and the Borough of Lansdale engineer for review and comment.
- B. If an application is received that is incomplete, the Borough of Lansdale shall notify the applicant in writing, stating in what respect the application is deficient.
- C. If the Borough of Lansdale decides to disapprove an application, it shall notify the applicant, in writing, of the reasons for the disapproval.
- D. If the Borough of Lansdale approves an application, it shall file written notification, together with the application and all pertinent information, with the Department of Community and Economic Development, by registered or certified mail, within five (5) working days after the date of approval.
- E. Before issuing the Special Permit, the Borough of Lansdale shall allow the Department of Community and Economic Development thirty (30) days, after receipt of the notification by the Department, to review the application and decision made by the Borough of Lansdale.
- F. If the Borough of Lansdale does not receive any communication from the Department of Community and Economic Development during the thirty (30) day review period, it may issue a Special Permit to the applicant.
- G. If the Department of Community and Economic Development should decide to disapprove an application, it shall notify the Borough of Lansdale and the applicant, in writing, of the reasons for the disapproval, and the Borough of Lansdale shall not issue the Special Permit.

Section 6.04 Special Technical Requirements

- A. In addition to the requirements of Article V of this Ordinance, the following minimum requirements shall also apply to any proposed development requiring a Special Permit. If there is any conflict between any of the following requirements and those in Article V of this Ordinance or in any other code, ordinance, or regulation, the more restrictive provision shall apply.
- B. No application for a Special Permit shall be approved unless it can be determined that the structure or activity will be located, constructed and maintained in a manner which will:

1. Fully protect the health and safety of the public and any occupants of the structure. At a minimum, all new structures shall be designed, located, and constructed so that:
 - a. The structure will survive inundation by waters of the base flood without any lateral movement or damage to either the structure itself, or to any of its equipment or contents below the BFE.
 - b. The lowest floor (including basement) will be elevated to at least one and one half (1 ½) feet above base flood elevation.
 - c. The occupants of the structure can remain inside for an indefinite period of time and be safely evacuated at any time during the base flood.
2. Prevent any significant possibility of pollution, increased flood levels or flows, or debris endangering life and property.

All hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the Borough of Lansdale and the Department of Community and Economic Development.

ARTICLE VII EXISTING STRUCTURES IN IDENTIFIED FLOODPLAIN AREAS

Section 7.01 Existing Structures

The provisions of this Ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to any existing structure, the provisions of Section 7.02 shall apply.

Section 7.02 Improvements

The following provisions shall apply whenever any improvement is made to an existing structure located within any Identified Floodplain Area:

- A. No expansion or enlargement of an existing structure shall be allowed within any Identified Floodplain Area that would cause any increase in BFE. In A Area/District(s), BFEs are determined using the methodology in Section 4.02 C. (If chosen, delete B and C below).
- B. No expansion or enlargement of an existing structure shall be allowed within any Floodway Area/District that would cause any increase in BFE.
- C. No expansion or enlargement of an existing structure shall be allowed within AE Area/District without floodway that would, together with all other existing and

anticipated development, increase the BFE more than one (1) foot at any point.

- D. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure to an extent or amount of fifty (50) percent or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with the provisions of this Ordinance.
- E. The above activity shall also address the requirements of the 34 PA Code, as amended and the 2009 IBC and the 2009 IRC.
- F. Within any Floodway Area/District (See Section 4.02 A), no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office
- G. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure, to an extent or amount of less than fifty (50) percent of its market value, shall be elevated and/or floodproofed to the greatest extent possible.
- H. Any modification, alteration, reconstruction, or improvement of any kind that meets the definition of “repetitive loss” shall be undertaken only in full compliance with the provisions of this ordinance.

ARTICLE VIII VARIANCES

Section 8.01 General

If compliance with any of the requirements of this Ordinance would result in an exceptional hardship to a prospective builder, developer or landowner, the Borough of Lansdale may, upon request, grant relief from the strict application of the requirements.

Section 8.02 Variance Procedures and Conditions

Requests for variances shall be considered by the Borough of Lansdale in accordance with the procedures contained in Section 3.11 and the following:

- A. **OPTIONAL:** No variance shall be granted within any Identified Floodplain Area that would cause any increase in BFE. In A Area/District, BFEs are determined using the methodology in Section 4.02 C.
- B. Except for a possible modification of the regulatory flood elevation requirement involved, no variance shall be granted for any of the other requirements pertaining specifically to development regulated by Special Permit (or Prohibited Activities) (Article VI) or to Development Which May Endanger Human Life (Section 5.04).
- C. If granted, a variance shall involve only the least modification necessary to provide relief.
- D. In granting any variance, the Borough of Lansdale shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety, and welfare, and to achieve the objectives of this Ordinance.

- E. Whenever a variance is granted, the Borough of Lansdale shall notify the applicant in writing that:
1. The granting of the variance may result in increased premium rates for flood insurance.
 2. Such variances may increase the risks to life and property.
- F. In reviewing any request for a variance, the Borough of Lansdale shall consider, at a minimum, the following:
1. That there is good and sufficient cause.
 2. That failure to grant the variance would result in exceptional hardship to the applicant.
 3. That the granting of the variance will
 - a. neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense,
 - b. nor create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.
- I. A complete record of all variance requests and related actions shall be maintained by the Borough of Lansdale. In addition, a report of all variances granted during the year shall be included in the annual report to the FEMA.

Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

ARTICLE IX. DEFINITIONS

Section 9.01 General

Unless specifically defined below, words and phrases used in this Ordinance shall be interpreted so as to give this Ordinance its' most reasonable application.

Section 9.02 Specific Definitions

1. Accessory use or structure - a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.
2. Base flood - a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" or one-percent (1%) annual chance flood).
3. Base flood discharge - the volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).
4. Base flood elevation (BFE) - the elevation shown on the Flood Insurance Rate Map

(FIRM) for Zones AE, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

5. Basement - any area of the building having its floor below ground level on all sides.
6. Building - a combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.
7. Development - any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion, or alteration of buildings or other structures; the placement of manufactured homes; streets, and other paving; utilities; filling, grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.
8. Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
9. Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
10. Flood - a temporary inundation of normally dry land areas.
11. Flood Insurance Rate Map (FIRM) - the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
12. Flood Insurance Study (FIS) - the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.
13. Floodplain area - a relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.
14. Flood proofing - any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
15. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

16. Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
17. Historic structures – any structure that is:
- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states which have been approved by the Secretary of the Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior or
 - ii. Directly by the Secretary of the Interior in states without approved programs.
18. Identified Floodplain Area- This term is an umbrella term that includes all of the areas within which the community has selected to enforce floodplain regulations. It will always include the area identified as the Special Flood Hazard Area on the Flood Insurance Rate Maps and Flood Insurance Study, but may include additional areas identified by the community. See Sections 4.01 and 4.02 for the specifics on what areas the community has included in the Identified Floodplain Area.
19. Lowest floor - the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this ordinance.
20. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.
21. Manufactured home park or subdivision – a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
22. Minor repair - the replacement of existing work with equivalent materials for the purpose of its routine maintenance and upkeep, but not including the cutting away of any wall, partition

or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exitway requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, oil, waste, vent, or similar piping, electric wiring, mechanical or other work affecting public health or general safety.

23. New construction - structures for which the start of construction commenced on or after March 2, 2016 and includes any subsequent improvements to such structures. Any construction started after May 1, 1978 and before March 2, 2016 is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.
24. New manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
25. Person - an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever, which is recognized by law as the subject of rights and duties.
26. Post-FIRM Structure - is a structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map (FIRM) dated 05/01/1978, whichever is later, and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.
27. Pre-FIRM Structure - is a structure for which construction or substantial improvement occurred on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map (FIRM) dated 05/01/1978, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.
28. Recreational vehicle - a vehicle which is:
 - a. built on a single chassis;
 - b. not more than 400 square feet, measured at the largest horizontal projections;
 - c. designed to be self-propelled or permanently towable by a light-duty truck,
 - d. not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
29. Regulatory flood elevation - the base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and one-half (1½) feet.
30. Repetitive loss – flood related damages sustained by a structure on two separate

occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

31. Special permit - a special approval which is required for hospitals, nursing homes, jails, and new manufactured home parks/ subdivisions and substantial improvements to such existing parks, when such development is located in all, or a designated portion of a floodplain.
32. Special flood hazard area (SFHA) - means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, A1-A30, AE, or A99.
33. Start of construction - includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days after the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Director of Community Development. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
34. Structure - a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
35. Subdivision - the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs, or devisees, transfer of ownership or building or lot development: Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.
36. Substantial damage - damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent or more of the market value of the structure before the damage occurred.
37. Substantial improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, of which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This

term includes structures which have incurred "substantial damage" or "repetitive loss" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

38. Uniform Construction Code (UCC) – The statewide building code adopted by The Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party or the Department of Labor and Industry. Applicable to residential and commercial buildings, The Code adopted The International Residential Code (IRC) and the International Building Code (IBC), by reference, as the construction standard applicable with the State floodplain construction. For coordination purposes, references to the above are made specifically to various sections of the IRC and the IBC.
39. Variance- A grant of relief by a community from the terms of a floodplain management regulation.
40. Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b) (5), (c) (4), (c) (10), (d) (3), (e) (2), (e) (4), or (e) (5) is presumed to be in violation until that documentation is provided.

ARTICLE X. ENACTMENT

Section 10.01 Adoption

This Ordinance shall be effective on March 2, 2016 and shall remain in force until modified, amended or rescinded by the Borough of Lansdale, Montgomery, Pennsylvania.

ENACTED AND ADOPTED by the Borough of Lansdale Borough Council this _____ day of _____, 2016.

ATTEST:

BOROUGH COUNCIL OF THE BOROUGH OF
LANSDALE

Borough of Lansdale Secretary

By: _____
Council President

APPROVED, this ____ day of _____, 2016, by the [Chief Executive Office]

ATTEST:

Borough of Lansdale Secretary

Borough of Lansdale

[Chief Executive Office]

Draft

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council adopt attached Resolution 16-13 regarding the Montgomery County
Community Development Block Grant.

Presented by: _____ Malagari

Seconded by: _____

**BOROUGH OF LANSDALE
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION 2016-13

WHEREAS, the Borough of Lansdale is eligible to submit an application for the 2016-2017 (Forty-Second Year) funding under the Department of Housing and Urban Development, Community Development Block Grant; and

WHEREAS, the Borough of Lansdale intends to request such funds for improvements to be utilized by the public; and

WHEREAS, the total funds being applied for amount to \$590,700.00

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Borough of Lansdale submit a project application for the 2016-2017 (Forty-Second Year) Community Development Block Grant, funded by the Department of Housing and Urban Development.
2. The public improvement subject to the aforesaid application be and include:
 - A. East Third Street Storm Sewer Improvement Project between Ridge Street and Broad Street for \$590,700.00.
3. The Borough is requesting that this project be phased over two years with the first phase of work to take place between Ridge Street and Chestnut Street and the second phase of work to take place between Chestnut Street and Broad Street.

The President of Borough Council and the Secretary of the Borough of Lansdale are hereby authorized to execute the application and submit the same on behalf of the Borough of Lansdale.

APPROVED at the public meeting of the Borough Council held on April 20, 2016.

BOROUGH OF LANSDALE

ATTEST:

Denton D. Burnell
Council President

Jacob I. Ziegler
Borough Secretary

No.: _____

BOROUGH OF LANSDALE, PA.
COUNCIL, MOTION, RESOLUTION OR AS-OF-RECORD FORM

Motion (X)

Resolution ()

Record statement ()

Check one of the above with an (X)

Date: April 20, 2016

I move that: Borough Council adopt attached Resolution 16-15 authorizing the participation in the
Delaware Valley Regional Planning Commission's (DVRPC) Transportation and Community
Development Initiative (TCDI) grant program for Wayfinding Signage - Phase 2.

Presented by: _____

Malagari

Seconded by: _____

**Lansdale Borough
Montgomery County, Pennsylvania**

Resolution No. 2016-15

**Participation in the Delaware Valley Regional Planning Commission's
Transportation & Community Development Initiative (TCDI) Grant Program**

WHEREAS, Borough of Lansdale supports the request for planning grant dollars from the Delaware Valley Regional Planning Commission; and

WHEREAS, Borough of Lansdale understands the grant amount requested must provide 20% of the total project cost as match in local, county, state, or private funds or documented in-kind services; and

WHEREAS, Borough of Lansdale fully understands the application requirements and contracting process if awarded the planning grant dollars; and

NOW, THEREFORE, BE IT RESOLVED, that Borough of Lansdale HEREBY AUTHORIZES the Borough Manager or Borough Council President to submit an application to DVRPC for a TCDI planning grant; and

BE IT FURTHER RESOLVED, that Borough of Lansdale agrees to, if selected for the TCDI grant, to:

- Engage in contracting procedures including the competitive Request for Proposals and budget allocation;
- Sign grant agreement documents;
- Agree to submit reimbursement invoices and progress reports along with necessary supporting documentation on a quarterly basis;
- Take all necessary action to complete the project associated with the grant agreement within the 24-month timeframe, and submit the final deliverable to DVRPC; and
- Provide proof of adoption or acceptance by the governing body through a resolution that must be submitted no later than August 31, 2018 to DVRPC. DVRPC will reserve payment of the last 10% of the grant award until such resolution and the final deliverable is received.

ADOPTED and **RESOLVED** this 20th day of April, 2016.

ATTEST:

LANSDALE BOROUGH COUNCIL

Jacob I. Ziegler,
Borough Secretary

Denton Burnell,
Council President