

29 NOVEMBER 1993

COASTAL ZONE LAND UTILIZATION STUDY

NORWOOD BOROUGH
DELAWARE COUNTY, PA

Prepared Under

PA DER Grant CZ1:9205 PD



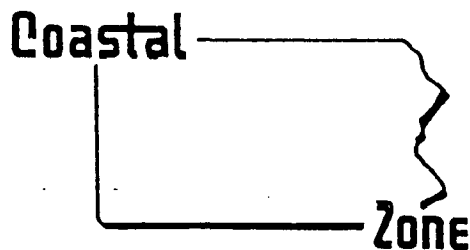
NDI ENGINEERING COMPANY
100 Grove Road, P.O. Box 518
Thorofare, NJ 08086

Pennsylvania Coastal Zone Management Program
Norwood Borough Coastal Zone Land Utilization Study

November 1993

DER Grant/Contract No.: CZ1; PA(92)
Grant Task No.: 92PD.05
ME No.: 92354

A REPORT OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES TO
THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION PURSUANT TO
NOAA AWARD NO. NA27OZ0335.01



Project was financed in part through a federal Coastal Zone Management Grant from the Pennsylvania Department of Environmental Resources, with funds provided by the NOAA. The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA or any of its subagencies.

HT393-P4 C63 1993



21 April 1994

Norwood Borough
P.O. Box 65
10 W. Cleveland Avenue
Norwood, PA 19074

Attn: Borough Council

Subj: Coastal Zone Land Utilization Study

Gentlemen:

NDI Engineering Company is pleased to submit the enclosed Coastal Zone Land Utilization Study prepared under PA DER Grant CZ1:9205 PD.

Comments from the DER regarding the preliminary submittal have been included and immediately follow. In response to the comment that the study seems to be interested in the financial impact of development of the Coastal Zone on the Borough, it is agreed that the financial benefits to the Borough were considered. In order to encourage development of the Coastal Zone, then it would be necessary to demonstrate the financial benefits to be achieved as well as the environmental benefits.

A second volume has been prepared which includes a compilation of all of the reference material utilized in the preparation of this document.

If any additional information is required, please contact the undersigned.

Sincerely,

NDI ENGINEERING COMPANY

A handwritten signature in cursive script, appearing to read "Eileen W. Mulvena".

Eileen W. Mulvena
Program Manager

NDI ENGINEERING COMPANY

Research and Consulting Engineers

100 Grove Road, P.O. Box 518 • Thorofare, New Jersey 08086 • (609) 848-0033 • (215) 564-6145 • FAX (609) 848-0277
Equal Opportunity Employer

02 192, P20

P.O. Box 8555
Harrisburg, PA 17105-8555
February 18, 1994

Bureau of Land and Water Conservation

Norwood Borough
P.O. Box 85
10 West Cleveland Avenue
Norwood, PA 19074

RE: DER File No. CZI; PA(92)

Gentlemen:

Thank you for the opportunity to review the draft of the Norwood Borough Coastal Zone Land Utilization Study.

The study as prepared appears to meet the project scope of work and is therefore eligible for reimbursement of costs by this office. Please prepare an invoice for payment as soon as possible. Please note that the final report is required to have a title page containing the appropriate logotype symbols and statement as attached to this letter.

We wish, however, to make the point that the Division of Coastal Programs does not necessarily concur with the conclusions reached by your study. We especially feel that excessive emphasis was placed upon fiscal concerns at the expense of environmental concerns. While we recognize that the Borough tax base is necessarily an important concern at the municipal level, it should not be so important as to eclipse all others.

We have requested the opinion of the Delaware County Planning Department in this regard. The outcome of that review may affect the designation of a portion of the site as a geographic area of particular concern for coastal zone management purposes. I will keep you informed of any decisions we make in this regard.

Thank you again for your cooperation on this project.

Sincerely,

Greg Williams
Division of Coastal Programs
Bureau of Land and Water Conservation

Enclosure

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A. Summary

Under a grant issued by the Department of Environmental Resources, by virtue of the Coastal Zone Management Act of 1972, a Land Utilization Study has been conducted in the Borough of Norwood, specifically those lands within and directly adjacent to the Coastal Zone.

Since the development of the Comprehensive Plan in 1982, many changes have occurred in Norwood, the adjacent communities, and in both State and Federal regulations. In addition, it is almost certain that land development regulations will become increasingly more stringent rather than less. Waste disposal regulations are becoming increasingly more restrictive. Therefore, any planning for a future development of the Norwood land lying within the boundaries of the Coastal Zone will need to be considered with anticipating changes in Codes and regulations.

As in the Comprehensive Plan, it is recommended that the land be developed for both residential and recreational uses. It is essential that the development provide for some housing development to offset the declining tax base which the Borough has been experiencing over the past few years. Since virtually all of the land outside of the Zone has been developed or is currently being developed, the Borough has to look at the Zone for future growth.

Properties lying within the Coastal Zone include: the Morton Mortenson House/Athletic Club, land owned by the Muckinpates Sewer Authority, and land owned by Darby Realty. See Appendix A for drawings developed of the region within the Zone which depict all rights-of-ways, utility locations, and property lines.

Inspections have been made of each of the sites considered. The data sheets and associated estimates for repair/construction have been included in Appendix B. Photos of developments similar to those uses proposed are included in Appendix C.

B. Discussion

A significant amount of reference material was obtained for use in this study. One source was the 1992 Delaware County Waterfront Resources Management Plan prepared in 1992 by the Delaware County Planning Department. This plan concerned development of the coastal zone waterfront area of Delaware County. The plan provides those municipalities with borders on the waterfront with an evaluation of the coastal zone's existing conditions and resources, recommendations for development of the waterfront area, and sources of potential funding for the development.

Within the Norwood Borough, several parcels were discussed, namely, the Morton Mortenson House, the Winona Avenue Park, the Darby Realty property, Norwood Swim Club, and the former Muckinpates sewage treatment plant. The recommendation was to ultimately annex the southern portion of the Coastal Zone area into the John Heinz Refuge, possibly rezone the Coastal area to include the existing Winona Ave. park, and to develop the lands for residential, recreational, and historical uses.

Since these recommendations coincided with those thoughts already considered by the Borough, the natural direction to take in this study would be to analyze each

property for: existing condition, improvements required, benefits to the public, development costs, and impact on the tax base of Norwood.

The Analysis section is provided as the back-up for the conclusions drawn.

C. Land Utilization Analysis

1. Drawing Development

As the thrust of this effort is to propose development efforts for the Coastal Zone which would benefit the community, it was determined that the primary effort would be in documenting the area and generating a single source, namely a drawing, which would be an accurate depiction of existing conditions. This effort marks the first attempt to make a comprehensive study of the area and all attributes to be recorded in a single source.

The importance of an as-built drawing becomes apparent when considering new construction. Location of property lines, existing utilities and conditions of those lines, zoning, soil type and condition, land contours, adjacent developments and the impact of any new construction, Borough tax base, and availability of funding to support any development proposed need to be evaluated when considering any development effort.

Drawing 070893 Sheets 1 thru 4, located in Appendix A reflect the as-built conditions of the Coastal Zone and adjacent areas. These drawings have been prepared in digital format, suitable for updates to be easily made.

2. Sanitary Sewer System Computer Model - Martin Lane Pumping Station

A computer model has been developed to study the existing sanitary sewer system. In order to use a sanitary sewer design package, HydraFlow Volume IV, it was necessary to survey the system. Rim and invert elevations, type and size of line, distance between manholes, and condition of piping were verified. The survey data was entered into the computer and the current flow into the pumping station at Martin Lane was determined. The study was continued to include the effect of the six new homes proposed along Summit Avenue.

Based upon the results of the analysis, which are included as Appendix D, the existing pumping station is seeing approximately 200,000 gallons/day (based upon 526 units connected to the system). However, since several manholes were unable to be viewed at the time of this study, and since no flow meters are installed to verify the actual flow, it is stressed that these numbers are theoretical, at best, and should not be used for system performance determinations until the remaining information and verification can be accomplished. Borough Council is currently investigating replacing the old pumps and will be looking for sizing recommendations from the results of this computer study.

3. Darby Realty Property

The property owned by Darby Realty has been under evaluation by the Federal government for inclusion in the John Heinz Natural Wildlife Refuge. However, as recently as Spring 1993, during a soil test conducted on the Darby Realty property, it was identified that the land contains hazardous waste materials resulting from its days as a landfill. The data resulting from that inspection has been ordered and will be included as part of this document upon receipt. The clean-up and the liability of the current and former owners remains to be addressed and the outcome will certainly impact the future development.

For the purposes of this planning document, a large portion of the Darby Realty property is considered for recreational development, and is addressed in the next section.

It should be acknowledged that at the public hearing held to inform the general public of the contents of this study, it was commented that the DELCO Soccer League is looking for property to purchase on which a number of soccer leagues could be developed. The Darby Realty land adjacent to the Morton Mortenson House was suggested as suitable for this purpose. It would behoove the Borough to pursue this idea as well, recognizing that soil tests would be required to determine the soil content.

4. Norwood Borough Property (Morton Mortenson, Athletic Club, Winona Park

An access road with a parking lot would be planned to service the recreational activities and the sightseers visiting the Morton Mortenson House. A jogging/biking path has also been proposed along the property line of the Norwood Borough property.

Norwood has been approached by DELCORA regarding the construction of an access road leading to their Pumping Station. When discussions take place, it is advised that the location for the road be as depicted in the drawings developed for this study. See Drawing 070893. This same access road would be used as an entrance to the townhomes proposed for development on the Muckinpatas Sewer Authority property.

a. Morton Mortenson House

Both the Morton Mortenson House and the Athletic Club have been permitted to deteriorate over the years due to inadequate funds to maintain them. However, both structures are sound, and with some effort could be brought up to a usable condition. An inspection of the Morton Mortenson House for adherence to the ADA was previously conducted under separate funding, and indicates that significant modifications would be required in order for the whole building to be compliant.

However, it is possible that specific items may be corrected with relative ease and reasonable cost, and the remaining items be left undone due to the excessive cost which would be incurred. The survey report is listed as a reference for this report and should be referred to if more information is desired.

It is recommended that rehabilitation of the properties would provide additional services to the residents, keep a piece of history intact, and also generate income for the Borough. However, upon renovation, if a commitment to the maintenance is not made, then it would be fruitless to attempt any restoration, and demolition of the properties should be pursued. However, although not verified, it is possible that if the building is demolished, the land reverts to the closest family member of the former owner. A review of the will and a consultation with an attorney would be in order to verify this information.

Currently, the American Society of Testing & Materials (ASTM) is preparing national guidelines for mechanical and electrical system upgrades in pre-1940 buildings. The obvious benefits to such a guideline is that architectural/engineering costs to design retrofit solutions to the existing conditions can probably be greatly reduced. If other buildings have already had similar conditions corrected, then it would make sense to imitate the corrective action rather than incur costs to devise a solution.

In addition, since the guidelines will address the periods of construction, then historical integrity will be maintained in the solutions provided. These guidelines are expected to be available by the summer of 1994.

Upon renovation, the Morton Mortenson House could be promoted to schools and to the general public for visitation. Within the boundaries of the Borough property, there is sufficient space for some recreational development. It is proposed that the property surrounding the Morton Mortenson House and the Athletic Club and the adjacent Darby Realty property be developed as an 18 hole Chip and Putt golf course. There are no similar courses in the locale, and since the land would require extensive upgrade for construction use, then it would be more suited as a recreational site.

A similar installation is in place at the Spring Lake Recreation Center, located on Rt. 202 in Concord Township, PA. The entire complex resides on 40 acres, with the pitch and putt using 10 acres (which is exactly the amount of land available around the existing structures). The remainder of the complex consists of a club house, arcades, driving range, and batting cage.

The following paragraph is quoted from the 1993 Public Works Manual (page F-26), and clearly expresses the philosophy which led to the recommendation. "Irregularly shaped tracts, which often present greater opportunities for more interesting course design, and land not suitable for other uses can often be used for a golf course. For example, landfill sites are sometimes used for this purpose. The problems involved can be more complex, but the use of landfills for golf courses is increasing."

The land surrounding the Morton Mortenson House is essentially unsuitable for any type of construction without extraordinary measures being taken. If the Borough was to consider the development of a pitch and putt course, the community would benefit and the Borough would realize revenue from a property which to date has only cost money. A golf course architect (contact with the American Society of Golf Course Architects would lead us to an individual) would be able to visit the site and provide a determination as to the suitability of the land, and the cost of construction. Note that electrical power, water supply, and proper drainage must be accommodated. With the Athletic Club and the Morton Mortenson House in the immediate area, suitable restroom, clubhouse, and concession facilities can be made available. A prefabricated maintenance building could be procured to house the machinery and supplies, and any offices that may be required to support the enterprise.

The advantage to the Borough is that with retaining ownership of the land, and leasing it, revenue for land which has until now only been a liability, would be realized.

The first floor of the Athletic Club could be used for the club house and maintenance area for the golf course. The second floor could be a rental hall for social functions. However, the local sporting association stores its equipment in the Club, and would be interested in continuing to do so.

b. Athletic Club

The Athletic Club is located just south of the Morton Mortenson House and as stated previously, has been in a deteriorating condition for a number of years. An inspection of the structure was made and an estimate to renovate is provided in Appendix B.

c. Winona Park

The Winona Ave. park is located just outside the Coastal Zone; but, has been included herein due to the County's recommendation that a rezoning of the Coastal Zone be pursued which would include the park within the Zone. If any development takes place within the Zone, the park should be upgraded when these other efforts are conducted. This park is

essentially the only park owned by the Borough, and as such, every effort should be made to maintain and improve it. It is recommended that a "Dream Playground" similar to the one in Concord Township, PA be considered. With volunteer service from interested residents, the people of Concord Township and many neighboring communities have a first class playground for the children.

As an Appendix to this report, photos taken of the Cooper River Park, Pennsauken, NJ have been included. This park is operated and maintained by the Camden County Parks Commission, and is an outstanding example of a recreational site developed with the needs and wants of the public in mind.

As can be viewed in the photos, this park surrounds a local river site, and has many amenities which would not be possible in Norwood due to the size constraints. It is recommended that this site be considered a model from which an upgrade of the Winona Park should aspire.

The types of services to be provided could include:

Jogging/biking trail
Picnic areas, both covered and open
Memorial tract
Playground

Publications are available for the design of trails, playgrounds, picnic areas, etc. and should be referred to during the planning of such development. It is anticipated that these amenities could be placed throughout the Norwood Borough property, not isolated to the Winona Park area. It should be noted that open spaces promote community pride, provide an escape from stress, reduce the effects of flooding, recharge groundwater supplies and provide refuge and safe travel for wildlife.

Since the passage of the Americans with Disabilities Act of 1992, recreational facilities suitable for equal play opportunities for all children, including those with physical and developmental disabilities shall be provided. Within the arena of playgrounds, there are a number of considerations to be made. In reviewing what other municipalities have elected to do, one park, Heritage Park, located in Irvine, CA, sets the example. Some of the outstanding features which are incorporated in the Heritage Park include the following, and these same items should be considered when any upgrades to the Winona Park are planned:

- o colorful (which helps children perceive distance and determine spatial relationships), safe, and accessible equipment to encourage four categories of play: active, social, sensory, and constructive-manipulative.

- o specialized play equipment - i.e., fantasy playhouse, pirate ship, swings activated by upper body motion, double wide slides and seesaws with extra-wide seats to allow helpers to assist children with disabilities.
- o elevated sandbox to accommodate wheelchairs
- o Braille site map
- o amphitheater for children of all abilities
- o basketball half-court with adjustable hoop
- o sensory garden and sound tubes to help children enhance their senses
- o extra steps, handrails and raised areas with ramps throughout
- o openings and walkways widened to four feet and a turn-around area added to the ramp for children in walkers and on crutches
- o rubberized surface (shock absorbent) to facilitate access and cushion the impact of falls.

To present a positive note on upgrading the current park, the National Parks Service has reported that parks and recreation activities stimulate business and generate tax revenues; create direct and indirect job opportunities; help conserve land, energy and resources; help reduce pollution and noise; make communities more livable; and increase property values.

d. Parcel Adjacent to Muckinpatas Sewer Authority Property

Although it has not been verified, it is possible that a small portion of the Borough property may actually be part of an Indian burial ground. It is adjacent to Amosland Road and South Ave. Contact should be made with some pertinent agencies, such as, the Bureau of Archeology and Historic Preservation and the Historical Society of Pennsylvania. If the parcel is historically significant, then some limitations may be placed on the development, or, other ideas may be pursued for its use.

5. Roadway and parking lot construction

As depicted in the plans in Appendix A, a new access road and a parking lot would be required to accommodate the development of the Coastal Zone areas. The drawing indicates a conceptual layout for both the road and parking lot. The access road has been designed with a 25ft width, and would lead to the Muckinpatas Sewer Authority townhouse development, and also the area which includes the proposed recreational center and the Morton Mortenson House and Athletic Club. The road terminates at the parking lot by the Morton Mortenson House. Additional parking is proposed

for the park at a quantity of 15 spaces at each of two locations. With the increased accessibility of the area, hopefully the park would realize more activity, and the parking would eliminate any roadside parking. Traffic would exit along the same road.

If the proposed development of the land adjacent to the Morton Mortenson House is for soccer fields, then the issue of parking would need to be addressed. For this study, the parking lot was designed strictly with the pitch and putt golf course in mind.

As with any construction project, stormwater management is impacted by the creation of impervious surfaces. Since the current stormwater management system provides for stormwater to pour out onto the undeveloped land within the Borough, all changes proposed to the current arrangement will necessitate the development of a complete stormwater management plan.

With the additional residential development and with a commercial operation in the area, traffic will increase in the local area. The impact of the additional traffic on the adjacent homeowners will surely be of concern to those homeowners. A traffic study will be required to determine methods to minimize any noise and congestion resulting from the development.

It should be noted that if the Federal government decides to follow-thru with the purchase of the Darby Realty property, then the Borough of Norwood should receive some assistance in the resolution of the access road problem. In addition, if water access to the Morton Mortenson House is desired, it would be through the Tinicum Environmental Center waters. Access through the Reserve waters would need to be considered.

6. Muckinpates Sewer Authority

The Muckinpates Sewer Authority property would best be developed for residential use. It is currently zoned for townhouses. Plans have already been brought before the Planning Commission for such a development.

If the particular set of plans already proposed are not satisfactory, it is recommended that the Borough consider modifications to those plans, or in fact, encourage alternate proposals to be submitted.

During the public hearing, it was brought up that another proposed townhouse development is being considered for this property. Apparently, this proposal incorporates a chip and putt golf course within the townhouse development. If this development is approved, then an alternate use for the recreational area by the Morton Mortenson needs to be identified.

D. Financial Assessment Analysis

1. Historical Data of Residential Assessments

From a strictly financial standpoint, it is imperative that the Coastal Zone region be considered for some sort of residential construction. At this time, tax assessments in the Borough are dropping annually per year. There is not enough current construction to offset the losses in assessments currently being experienced. However, with additional construction in the Coastal Zone, the contribution to the tax base will be helpful.

To illustrate the need for additional development within Norwood, a review of the assessed values over the past ten years is provided:

1980	5,218,550
1990	5,138,272
1993	5,124,172*

* This figure will further be reduced following appeals.

2. Residential development

- a. With current development, additional assessment will be realized. Under the current assessment policy, the following data is provided:

Holly Gardens (80 units)	\$120,000
Bove Apts. (11 units, 2 offices)	\$10,500
Eagle Square Townhomes (24 units @ \$2300ea)	\$55,200

Using this data for comparison purposes, it can be estimated that additional construction within the Coastal Zone will realize an assessed value as follows:

Plans for the development of six homes along Summit Ave. have already been brought before the Planning Commission. The assessment would be calculated at \$2300 per unit, equaling \$13,800 in assessments.

As considered in this analysis, a townhouse development would be most suitable on the Muckinipates Sewer Authority land. This would provide an additional \$155,600 (using \$2300/unit as in Eagle Square) in tax assessments. This figure is based upon a development of 72 townhouses. It is uncertain whether 72 townhomes can be reasonably achieved; however, this number has been conceptually planned by a developer. The property is currently zoned for townhouses, and since the highest assessments can be realized with the townhomes, vs. single family or apartments, it is recommended that the current zoning remain in place.

The argument against permitting housing other than single family home development is the impact on the crowding of the schools and then the resulting quality of education. However, more tax dollars are available to the school system. This conflict is always brought up when developments are presented to Council for approval, and will surely be raised if townhomes are developed.

The Deepwell single family home project recently approved for construction on the Norwood Swim Club property will provide for 16 single family homes at \$2300 each in tax assessments for a total of \$36,800.

Another development scheduled for the near future is the H & R townhouse project which would provide an additional \$52,900 in assessments (23 townhouses @ \$2,300 each)

If all of the developments are accomplished as described, the Borough would realize an additional \$259,100 in assessments. At this point, all undeveloped land would now be developed.

3. Pitch and Putt Golf Course

A call placed to the Spring Lake Recreation Center yielded the following information:

Season: 4/1 - 11/1
Rounds: Approx. 12,000
Rate: \$5/Round
Sales: Approx. \$60,000

Assuming maintenance/personnel costs of \$50,000, the net revenue is approximately \$10,000.

A call placed to Clayton Park, a 9 hole all-year course, provided the following input:

Rounds: 44,642
Rate: \$6/Round, Senior Citizens \$3.50/Round
Sales: Approx. \$225,000

Assuming maintenance/personnel costs of \$200,000, the net revenue is approximately \$25,000.

Although these revenue values are approximate, they are probably conservative. If the property was operated as a lease, and we assume that the course operates somewhere between the two examples, the Borough could realize anywhere from 1 to 2 mils. Any viable enterprise operated on this land should be seriously considered. To date, no revenue has come in from this property.

In fact, recent technology may provide a dual use for the land: a revolutionary development of a sewage treatment plant currently under construction may prove as the baseline for other similar applications. This concept is currently under construction in Grants, New Mexico where a championship golf course is being developed. The land within the boundaries of the course are also being utilized as a sewage treatment plant. In doing this, the golf course benefits from the rich source of very controlled nutrients, and the treatment plant is able to process and disperse effluent without having to send it elsewhere.

In general, the concept is for lakes to be constructed with suitable treatment or liners so as to contain effluent and protect groundwater supplies. The lake provides the water for the irrigation system for the golf course. The golf course is to be opened in spring 1994, and the operations of this project should be monitored to determine whether a similar application exists in Norwood within the next ten to fifteen years.

E. Financial Development Analysis

Addressing each development effort individually, the following estimates are provided:

- o Access road leading from Amosland Rd. back to the Morton Mortenson House

DELCORA has already discussed the possibility of placing an access road in that general location leading to their pumping station. It is reasonable to assume that DELCORA would pay for that portion of the access road. In addition, the townhouse developer will require an access road to the townhouses. If the roadway is constructed as proposed, the same access road would be used by DELCORA as the townhome residents. Therefore, negotiations should be made by the Borough with the developer to have him pay for construction of the access road down to the Morton Mortenson House since DELCORA would be responsible for the other portion. If these negotiations are successful, there would be no cost to the Borough.

- o Winona Park Upgrades

Passive recreational	\$2,000
Upgrade Playground	\$55,000
Lighting	\$5,000
Fence	\$2,000
Parking lots (2 lots at 15 spaces each)	\$15,000

Note that the pricing for the playground is based on the cost to construct the Concord Township Dream Playground. With donations of material and labor excluded, the cost to construct the playground was \$55,000.

- o Morton Mortenson House - Structural \$100,000
- o Morton Mortenson House - Fire Protection \$20,000
- o Boy's Club - Structural \$75,000
- o Boy's Club - Fire Sprinkler, Security Lighting \$15,000

- o Parking Lot by the Morton Mortenson House (92 spaces) \$90,000
- o Permits - Approx. 5%

F. Conclusions

Based upon the data acquired during this study, it is concluded that it is most important that Norwood pursue the development of the Coastal Zone properties. With a declining tax base, and very little undeveloped land remaining, the opportunity for changing the tide has come.

As always, the best method for increasing the tax base is to develop residential dwellings. Therefore, it is emphasized that the development plans for the Muckinipates and Summit Avenue properties be seriously considered.

With the completion of I-95 and the Blue Route, many families previously unwilling to commute to the more industrialized areas may be open to commuting from Norwood. Norwood may, in fact, benefit from the Expressway. Via the Blue Route's interchange with MacDade Boulevard, Borough residents will find easier access to points north which could open up greater employment opportunities. In addition, the Blue Route's expected impact on industrial development in southern Delaware County should result in job opportunities for Borough residents who live in relatively close proximity to industrial areas located particularly in Chester and along the riverfront. These new job opportunities, in turn, could help to stabilize the Borough's population. A copy of the SEPTA service system has been included herein to demonstrate the accessibility of Norwood to the surrounding business districts.

In order to begin such a development program, several key issues must be addressed. Each issue is highlighted below:

o Sanitary Sewers

With the current Department of Environmental Resources sewer construction guidelines, Inflow/Infiltration reduction plans will be required in order for sewer modules to be approved. Therefore, Norwood is encouraged to revise its I/I reduction plan in order to expand the effort, and to budget those funds necessary to accomplish the effort. The Muckinipates Sewer Authority has already requested that all member municipalities further address their I/I problems. Norwood has already taken some corrective action with the placement of inserts in the manholes and grouting.

The computer model developed of those lines connected to the Martin Lane pumping station indicates the flows through each line and the resulting service required by the pumping station. It should be noted that these computer runs require inputs of joint conditions, pipe conditions, etc. It is apparent from the model that the sewer line currently in place along Martin Lane has either minimal or no slope. This indicates that the Borough has an existing problem which should be addressed prior to construction of any additional homes. This will be of no surprise to either the residents in that area, or the Council, since back-ups have been occurring.

It would benefit Norwood to initiate corrective action, not only to obtain new sewer connection approvals; but, also to reduce the costs currently paid to DELCORA for treatment.

In addition, current maintenance and repair costs along the Winona and Love Homes sections approach \$4,000 annually. As part of the development effort, a relocation of the force main should take place.

o Environmental Issues

As described in the literature circulating throughout municipalities and industries, environmental issues of land and water pollution must be addressed. The public as well as the local government leaders are often uneducated as to the ways in which they contribute to groundwater contamination. The following list has been copied from the "Groundwater Protection and Management in Pennsylvania" funded by the Pennsylvania Groundwater Policy Education Project. Most residents will be surprised as to how much contamination is caused by daily living practices.

It is strongly urged that the Borough begin educating the residents in the practice of groundwater protection through the newsletter.

As a corrective action to be taken, the Borough should have soil tests conducted on the Coastal Zone properties to identify point and non-point source contributors to pollution. One item which has been identified and will be accomplished in January 1994, is the removal of an underground fuel tank at the Borough Garage.

With the known prior usage of the Darby Realty property as a landfill, and with pollution probably existing in the Darby Creek, it is possible that some degree of contamination has taken place in the Norwood property within the Coastal Zone. Soil tests need to be conducted to characterize the nature and extent of contamination, as well as the site's groundwater flow regime, and estimate the rate of contaminant migration and degradation occurring, if any, existing in the Norwood property. It is recommended that monitoring wells be installed and that groundwater, soil, sediment, surface water, and storm sewer samples be analyzed.

Following the completion of an exhaustive survey, a corrective plan of action could be devised.

o Financial sources for Restoration of the Morton Mortenson House and the Athletic Club

During the execution of this study, correspondence with the Swedish Colonial Society and the Williamson Free School of Mechanical Trades was held. To date, positive feedback as to their willingness to participate in the restoration was received. It is hoped that labor could be provided at a much lower cost to the Borough if volunteer programs could be initiated with those interested in preserving a piece of Swedish and early American history, and also this would be a valuable training tool for those enrolled in the local trade school.

As with all restoration projects, it is important to maintain the integrity of the period. Therefore, it is recommended that provisions are made for someone in the field of Historic Renovation be active in the execution of the project.

Table 4.

Common Sources of Groundwater Contamination

Agricultural

Animal burial areas
Animal feedlots
Chemical storage areas
Irrigation
Manure spreading and storage pits
Pesticides and fertilizers (preparation
and use areas)

Commercial

Airport
Auto repair shops
Boat yards
Construction areas
Car washes
Cemetaries
Dry cleaning establishments
Gas stations
Golf courses
Jewelry and metal plating
Laundromats
Medical institutions
Paint shops
Photography establishments
Printers
Railroad tracks and
yards/maintenance areas
Research laboratories
Road deicing operations
Road maintenance depots
Scrap yards and junkyards
Storage tanks and pipes

Industrial

Asphalt plants
Chemical manufacture, warehousing
and distribution activities
Electrical and electronic products and
manufacturing
Electroplaters and metal fabricators
Foundaries

Fire training facilities
Machine and metal working shops
Manufacturing and distribution sites
for cleaning supplies
Mining and mine drainage
Petroleum products production,
storage and distribution
Pipelines
Septage lagoons and sludge
Storage tanks
Toxic and hazardous spills
Wells
Wood preserving facilities

Residential

Fuel storage systems
Furniture and wood strippers and
refinishers
Household hazardous products
Residential lawn chemicals
Septic systems, cesspools, water
softeners
Sewer lines
Swimming pools

Waste Management

Hazardous waste management units
Incinerators
Landfills
Open burning sites
Recycling and reduction facilities and
transfer stations
Stormwater drains and retention
basins
Wastewater and sewer lines

[Source: *Wellhead Protection Workbook*, U.S.
Environmental Protection Agency Region III,
January 1993.]

Grants are available for renovating projects such as this one. In fact, Norwood did accomplish some work on the House under a grant in the early 1980s. It is recommended that visits to appropriate county, state, and federal agencies be scheduled to advise them of the goals of the Borough.

Contributions to the project through fund raisers or some other forms of nontraditional funding may be a means for raising some much needed capital.

One option may be to make the restoration project a showcase for local suppliers. If products could be donated to the project, then a tribute to the vendor, i.e., framing a business card, or making a small plaque with the card imprinted could be prominently located in the House. It would be an inexpensive and effective form of advertising for the vendors. However, such a plan would require active participation of the Borough to promote visitation of the site.

If the Borough is unable to support the renovation and continued maintenance of the property, then perhaps it could be sold, or as a last resort, demolished. Given those options, the people of Norwood may elect to pursue renovation on a volunteer basis. One of the local residents indicated that the property may revert back to the previous owner's family if the house is demolished. The Borough Solicitor needs to resolve this issue.

- o Financial sources for Upgrading the Park

Federal money is supposed to be made available for parks and recreations, especially if the parks are to be ADA compliant. However, recent rulings by the Delaware County Planning Department denied funding to a municipality who proposed upgrading an existing playground to accommodate the ADA requirements. The decision was based on the fact that the playground was not for the exclusive use of the disabled. The argument to that is that ADA is to promote the equal opportunity for the disabled to participate, not to segregate them. The Borough should consider the final outcome of this matter when determining whether to apply for grants under the ADA compliance guidelines.

- o Financial sources for Renovating the Morton Mortenson House, the Athletic Club and the Park

The Borough always has the option of going out on a bond issue to provide the necessary funds to accomplish the work.

In addition, all attempts should be made to apply for any CZM money which may be available.

- o Interested Party to Lease Norwood Property for Recreational Purposes

It is recommended that a Pitch and Putt be considered for the Darby Realty property and the property around the Morton Mortenson and Boys Club. However, it should be noted that this proposal does not preclude other forms of recreational development. Due to the shape and condition of the land, it was considered most suited for golf course development, since the industry has been utilizing similar land for such purposes.

The Athletic Club would serve as an ideal public rental facility. With modifications to incorporate ADA requirements, and remodeling to update and maintain, this site along with the surrounding land would be ideal for some recreational activity.

This site would also serve as gracious environs for such functions as weddings; family parties and reunions; neighborhood parties, etc. An alternate proposal made by the Norwood Planning Commission provides for boat slips to be constructed along the coast. The cost to dredge and construct a launching dock can vary between \$12K and \$60K, depending upon the existing conditions. More extensive studies need to be conducted to determine the feasibility of such a development effort.

- o Rezoning of the Coastal Zone to include the Winona Park

As recommended by the Delaware County Planning Department, it is recommended that the current Coastal Zone be expanded to include the Winona Park. If this were to occur, then funding programs would be available for the upgrade of the park. The park has been included in this study as if it were to be included in the Zone.

- o Permitting has become such a significant part of any development effort. Added to this is the fact that the properties in question lie within the Coastal Zone. The decision whether to issue a permit will be based on an evaluation of the impact, and the cumulative impact on the public interest. The decision will reflect national concern for both protection and utilization of important resources. The benefits which reasonably may be expected from the development must be balanced against its reasonably foreseeable detriments. All factors which may be relevant include the cumulative effects of: conservation, economics, aesthetics, general environmental concerns, wetlands, cultural values, fish and wildlife values, flood hazards, flood plain values, land use, navigation, shore erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs and the welfare of the people. This evaluation will be conducted as part of the National Environmental Policy Act and a public hearing may be held to ascertain public interest in the project.

In addition, the municipality must certify to the State that the use of the land and/or water complies with the State's Coastal Zone Management Program. In accordance with the Clean Water Act, a Water Quality Certificate is necessary from the State.

- o With the recent focus placed on reducing crime in the communities, it should be pointed out that improving the recreational facilities available to the youth could be one of the most effective methods to discourage crime, and to promote healthful and group-oriented activities.

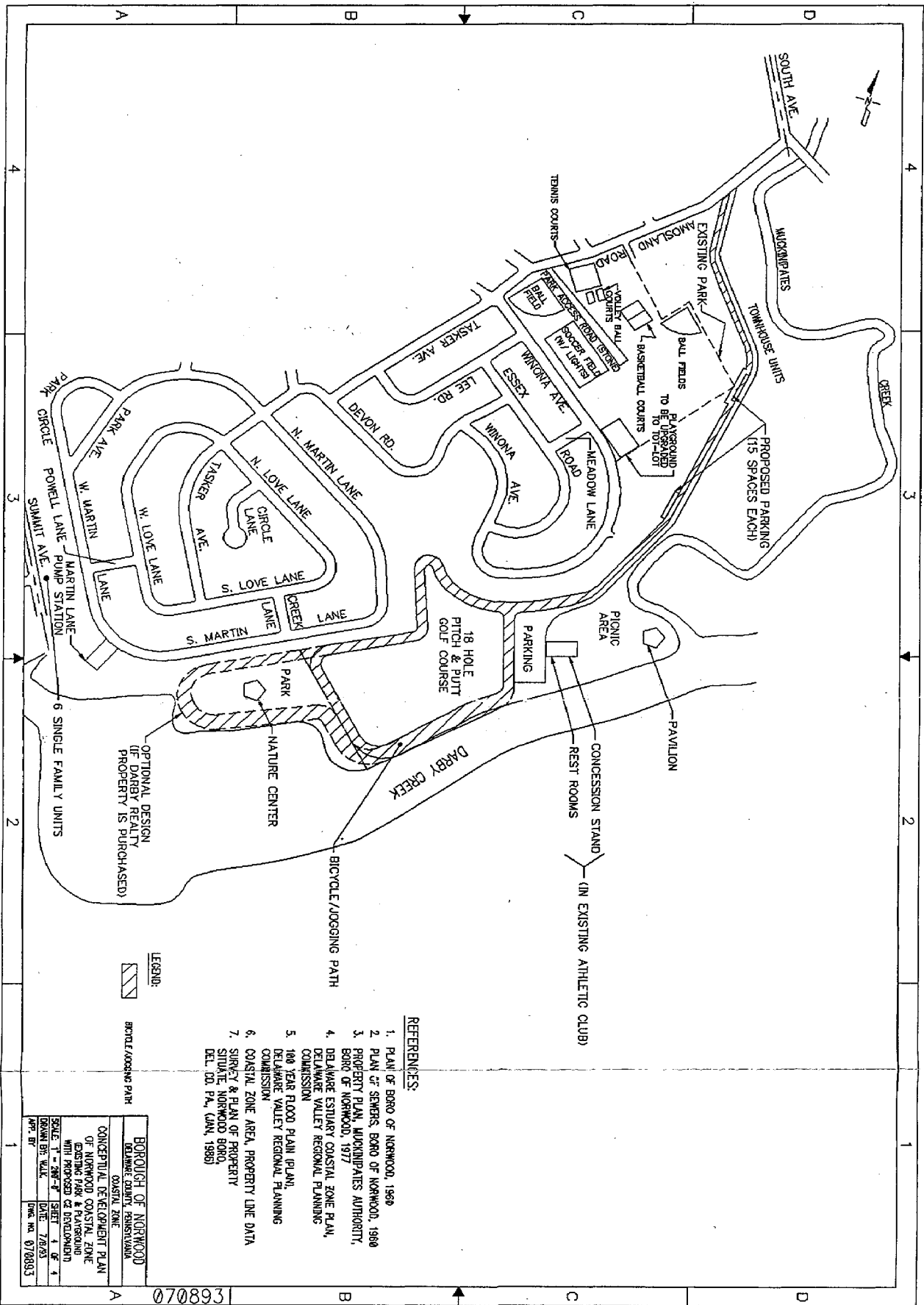
In conclusion, the key factor in making any or all of this happen is commitment. If it was desirable to develop the Coastal Zone area, then it would already have been done. Since it isn't desirable land, then strategic planning must take place to reap whatever benefits are possible. This study cites a strategy which if followed, would benefit Norwood and its adjacent communities.

As always, it requires time, money, and interest. If there is an interest in finding unconventional means of generating income, while at the same time, finding a use for otherwise marginal or even unusable land, then Norwood is encouraged to embrace this philosophy. Money for such projects has become scarce; therefore, ingenuity and hard work will have to be used to propel this conceptual plan into reality. It must be emphasized that if a commitment to take this project to completion is not made, then any funds applied to the effort would be wasted.

REFERENCES

- o Norwood Comprehensive Plan, 1982
- o Norwood Borough Zoning Map, 1980
- o Winona Ave. Proposed By-Pass Sewer, 1990
- o Plan of Borough of Norwood, 1960
- o Muckinpates Authority, Sanitary Sewer Interceptor, As-Built, 1957
- o Figure 2, Monitoring Point Locations, 1982
- o Norwood Marina, Sketch, 11-20-88
- o Coastal Zone Area, Property Line Data
- o Proposal, Norwood Marine Complex Marina and Waterfront Apartments, 1989, Kenneth P. Barrow, Jr.
- o Muckinpates Authority, Property Plan, 1977
- o Delaware Estuary Program, Preliminary Conservation and Management Plan, 1992
- o The Delaware Estuary Program Progress Report, 1988-1991
- o Planning and Zoning for Affordable Housing, Planning Series #11
- o Norwood Borough Planning Study, Planning Assistance Program #15, 1961
- o The Bristol-Delaware River Strategy: Actions for Riverfront Revitalization
- o Falls Township Waterfront Recreation Study, 1979
- o Zoning Chapter 90, Norwood Code
- o Open Space in Southeastern Pennsylvania Today and Tomorrow, 1992
- o Special Protection Waters Implementation Handbook, 1992
- o Public Works Manual, 1993
- o Plan of Lots, Winona Homes, Norwood Boro, Del. Cty, PA, Mar 1, 1954
- o Plan of Norwood Park, Norwood Boro, Del. Cty, PA, Apr. 21, 1942
- o SEPTA's Suburban Street & Transit Map, 1989
- o American City & County Magazine, Oct. 1993
- o Groundwater Protection and Management in Pennsylvania, An Introductory Guide for Citizens and Local Officials, Sept. 1993
- o Delaware County Waterfront Resources Management Plan, 1992
- o Letter to Williamson Trade School
- o Survey & Plan of Property Situate, Norwood Boro, Jan. 24, 1986
- o MEANS Square Foot Costs, 14th Edition, 1993
- o MEANS Facilities Cost Data, 8th Edition, 1993
- o Flood Insurance Study Vol. 1 of 2, Del. County, PA, Sept. 30, 1993
- o Inspection Report Documenting Site Survey of Norwood Municipal Buildings for Compliance to the ADA 1990, NDI Engineering Company, April 1993
- o Refreshment Stand/Winona Ave. Recreation Park, Norwood, Del. Co, PA, Nov. 27, 1988

APPENDIX A



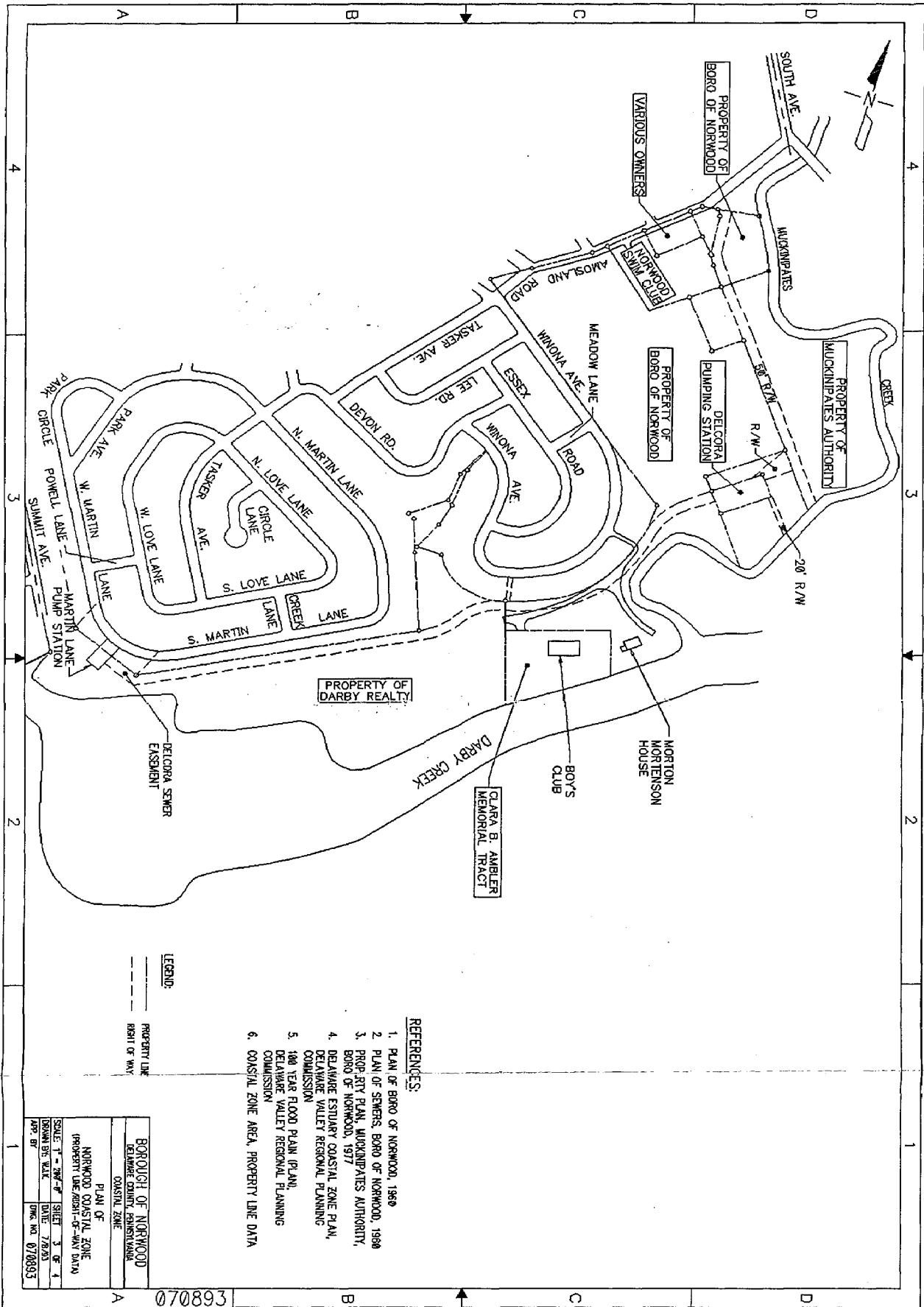
- REFERENCES:**
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 2. PLAN OF SEWERS, BORO OF NORWOOD, 1960
 3. PROPERTY PLAN, MACOM PARKS AUTHORITY, BORO OF NORWOOD, 1977
 4. DELAWARE ESTUARINE COASTAL ZONE PLAN, DELAWARE VALLEY REGIONAL PLANNING COMMISSION
 5. 100 YEAR FLOOD PLAN, DELAWARE VALLEY REGIONAL PLANNING COMMISSION
 6. COASTAL ZONE AREA, PROPERTY LINE DATA
 7. SURVEY & PLAN OF PROPERTY, SITUATE, NORWOOD BORO, DEL. CO. PA., (JAN. 1985)

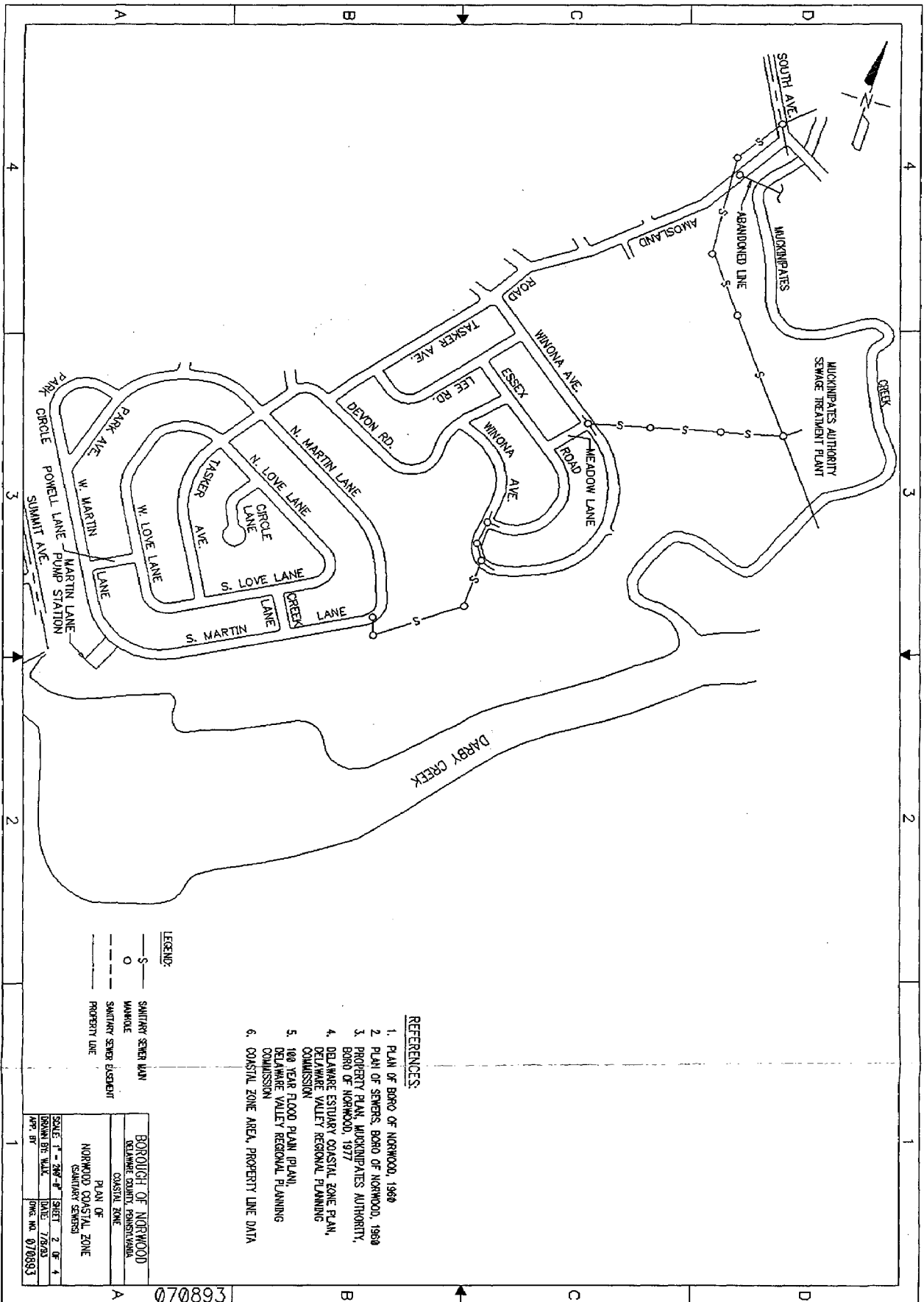
LEGEND:

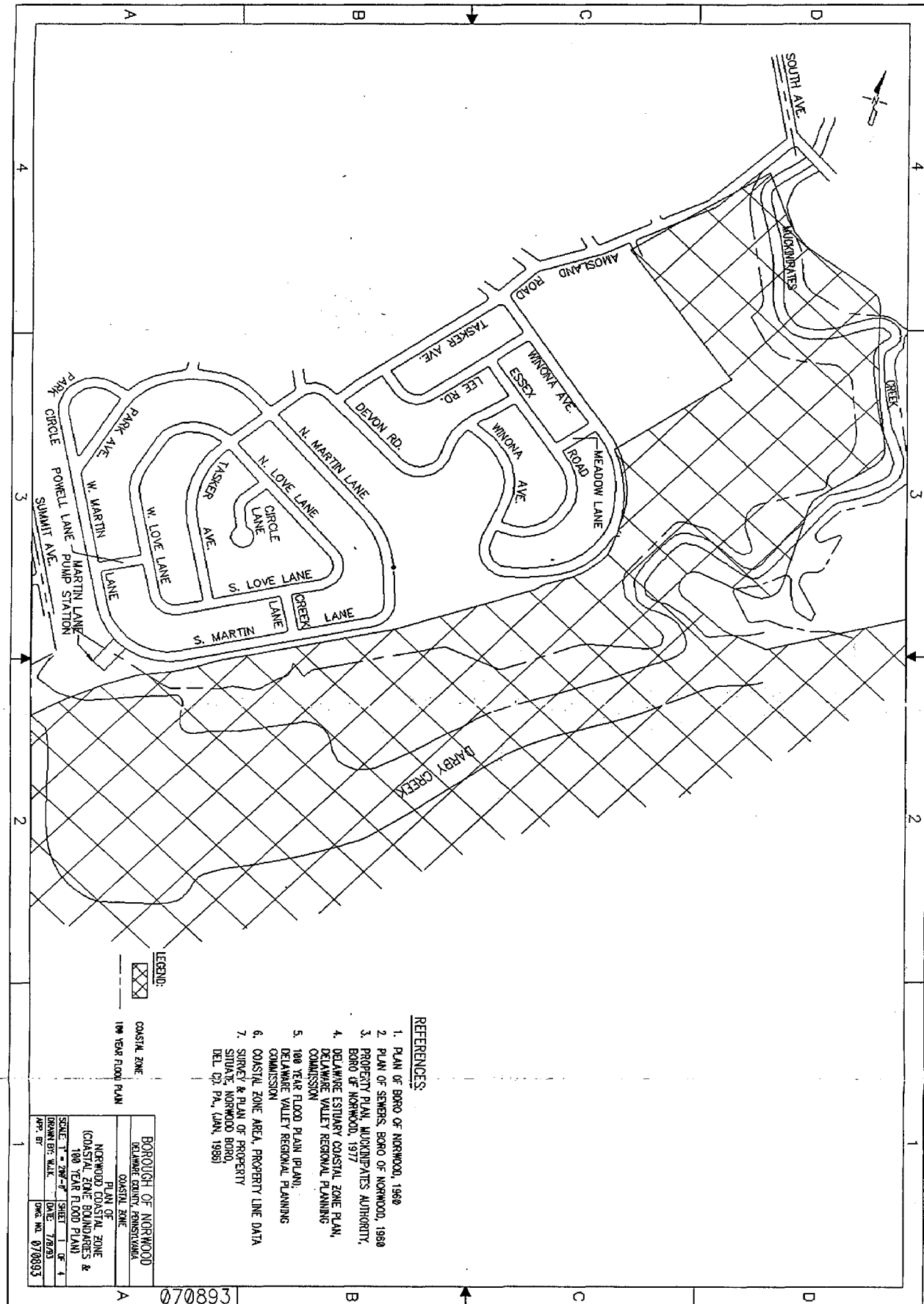
BICYCLE/JOGGING PATH

BOROUGH OF NORWOOD	
DELAWARE COUNTY, PENNSYLVANIA	
COASTAL ZONE	
CONCEPTUAL DEVELOPMENT PLAN	
OF NORWOOD COASTAL ZONE	
EXISTING PARK & PLAYGROUND	
WITH PROPOSED CO DEVELOPMENT	
SCALE: 1" = 200'-0"	SHEET 4 OF 4
DESIGN BY: WLC	DATE: 7/8/85
APP. BY:	DWG. NO. 070893

070893







REFERENCES:

1. PLAN OF BORO OF NORWOOD, 1960
2. PLAN OF SENIORS, BORO OF NORWOOD, 1960
3. PROPERTY PLAN, AUTOMOBILES AUTHORITY, BORO OF NORWOOD, 1977
4. DELAWARE ESTUARY COASTAL ZONE PLAN, COMMISSION
5. 100 YEAR FLOOD PLAN (PLAN), DELAWARE VALLEY REGIONAL PLANNING COMMISSION
6. COASTAL ZONE AREA, PROPERTY LINE DATA
7. SURVEY & PLAN OF PROPERTY SITUATE, NORWOOD BORO, DEL. CO. PA., (JAN, 1996)

LEGEND:

COASTAL ZONE
100 YEAR FLOOD PLAN

BOROUGH OF NORWOOD	
DELAWARE COUNTY, PENNSYLVANIA	
COASTAL ZONE	
PLAN OF NORWOOD COASTAL ZONE (COASTAL ZONE BOUNDARIES & 100 YEAR FLOOD PLAN)	
SCALE: 1" = 200'-0"	SHEET 1 OF 1
DRAWN BY: W.L.K.	DATE: 7/8/93
APP. BY:	ONE NO. 070893

070893

APPENDIX B

Date: 01 Nov 93

PROJECT TITLE

Morton Mortenson House

ITEM DESCRIPTION (Abbreviate if necessary)	QUANTITIES		MATERIAL COSTS		LABOR COSTS		ENGINEERING ESTIMATE	
	NO. OF UNITS	UNIT	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	2	3	4	5	6	7	8	9
Replace Doors	5	EA	1000	5000				5,000
Plaster Repair								3,000
Painting Exterior								1,000
Painting Interior								9,000
Refinish Floors								5,000
Pointing & BSMT Stone Repair								2,000
Waterproof Exterior of Building								1,000
Possible new cedar shake roof								15,000
Cleaning & trash removal								2,000
Landscaping								5,000
Paving w/ stone of Driveway & parking								2,000
Handicapped access								6,000
Carpentry & glazing								3,000
Overhead & G/A								17,000
Profit								10,000
Contingency								8,000
Construction Management								7,500
Total								101,500

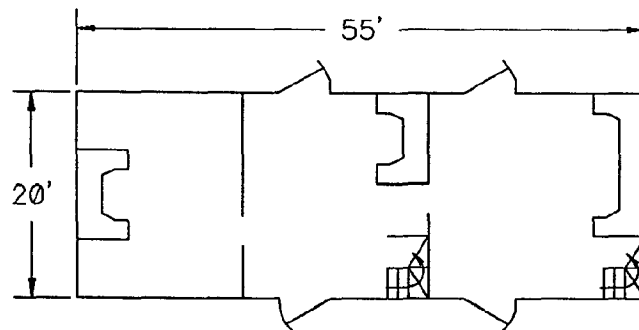
PREPARED BY (Name)

J.R. Walton, P.E.

APPROVED BY

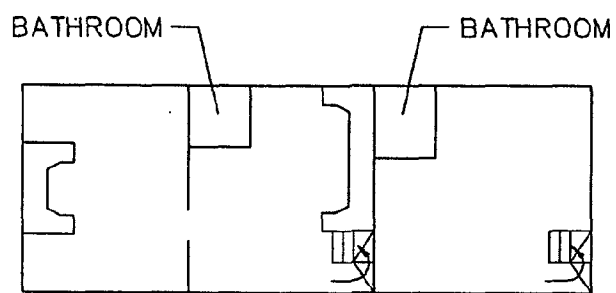
TITLE OR ORGANIZATION

DATE

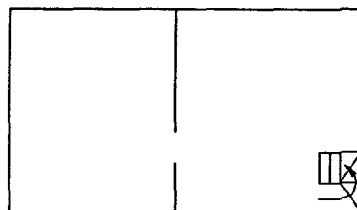


1ST FLOOR

DRIVEWAY/
PARKING



2ND FLOOR



3RD FLOOR

MORTON MORTENSON HOUSE

1. Stone entrance walk needs replacement 7ft. x 4ft.
2. Wooden steps need replacement 6½ft. x 6½ft.
3. Door threshold needs replacement and door needs resetting.
4. Soffit rotted above front entrance.
5. Door threshold to right room need replacement.
6. East face needs some pointing.
7. Cedar shake roof has missing shakes, may need a new roof.
8. Door to right room need panel repair.
9. Trim to upper window right side needs repair.
10. All doors, windows, and trim need painting.
11. Basement access door needs replacement.
12. South side pointing OK.
13. South windows need painting and reglazing.
14. West side wooden steps need some painting and repair.
15. Door jamb and threshold west door need replacement.
16. Door rotted need replacement.
17. Windows need reglazing and paint.
18. West side needs some repointing.
19. Left door west side sealed requires new door.
20. Left door threshold is soft should be replaced.
21. Holes in soffit wire should be repaired.
22. North side need repointing.
23. Flagstone walk OK.
24. Roof west side has some shingles curling.
25. Chimney needs repointing. (middle)

26. 1st floor left room 13'5" x 18'8'.
 - A. Needs some plaster patching in closet.
 - B. Needs some flooring boards replaced & preserved.
 - C. Ceilings OK.
 - D. Walls flaking needs spackling & painting.
 - E. Woodwork needs painting.
 - F. Front window has been broken panel.
27. Exterior walls silicon waterproof.
28. Center room 18ft. x 18'8"
 - A. Floors need preservative.
 - B. Walls need spackling & painting.
 - C. trim needs painting ceiling OK.
 - D. West window cracked paint.
29. Right room 16'9".
 - A. West door needs replacement.
 - B. Fire place needs painting.
 - C. Floors need refinishing.
30. Basement center window east & west.
 - A. Windows covered may need replacement.
 - B. Needs cleaning and painting.
 - C. Stairs need painting.
 - D. Door jambs rotted between rooms.
 - E. Mud leaking from southwest corner & west wall needs waterproofing.
 - F. Gas meter enclosure needs replacement.
31. 2nd floor left room.
 - A. Some spackling in closet.
 - B. Floor needs refinishing.
 - C. Walls flaking need spackling and repainting.
 - D. Evidence of leak in ceiling.
32. Center room.
 - A. Bathroom has hole in wall under sink.
 - B. Fixtures need cleaning some broken floor tile.
 - C. Wall & ceiling need spackling and painting.
 - D. Center door needs replacement door jambs & threshold.
33. 3rd. floor needs general cleaning.
 - A. Upper railing needs securing.
 - B. Piping insulation needs repair.
 - C. Some plaster repair.
34. 2nd floor apt. north side appears OK.
 - A. Needs painting.

Date: 01 Nov 93

PROJECT TITLE

Norwood Athletic Club

ITEM DESCRIPTION (Abbreviate if necessary)	QUANTITIES		MATERIAL COSTS		LABOR COSTS		ENGINEERING ESTIMATE	
	NO. OF UNITS	UNIT	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	2	3	4	5	6	7	8	9
Roof, gutters, & fascia								\$4,000
Remove & replace fuel oil tank								5,000
Replace electrical service wiring								300
Replace outside lighting								500
New Men's bathroom								10,000
New Women's Bathroom								10,000
Replace Garage Door								500
New Electrical Boxes								2,500
Ceiling Lights								2,000
Install new drop ceiling throughout								400
Paint block wall, 1st Flr, w/ waterproof paint								2,100
Replace (7) windows								300
Repair stair treads & risers								300
Remove paneling - 2nd Floor								3,000
Sheet rock, paint & insulate 2nd Floor								800
New plywood deck for 2nd Floor								1,500
Retile 2nd Floor								13,000
Overhead & G/A								8,500
Profit								6,500
Contingency								4,320
Construction Mgmt								
Total								75,520

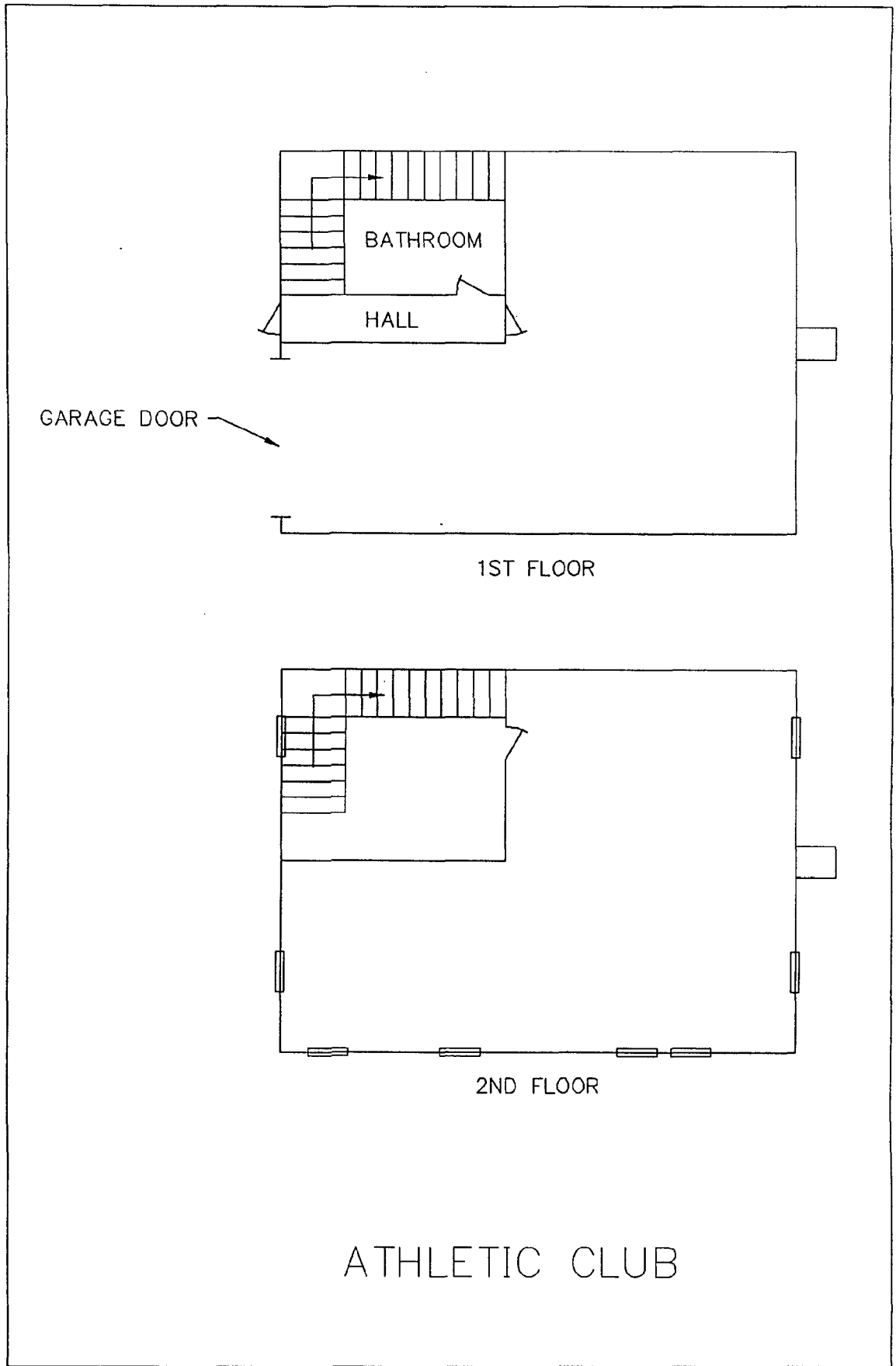
PREPARED BY (Name)

J.R. Walton, P.E.

APPROVED BY

TITLE OR ORGANIZATION

DATE

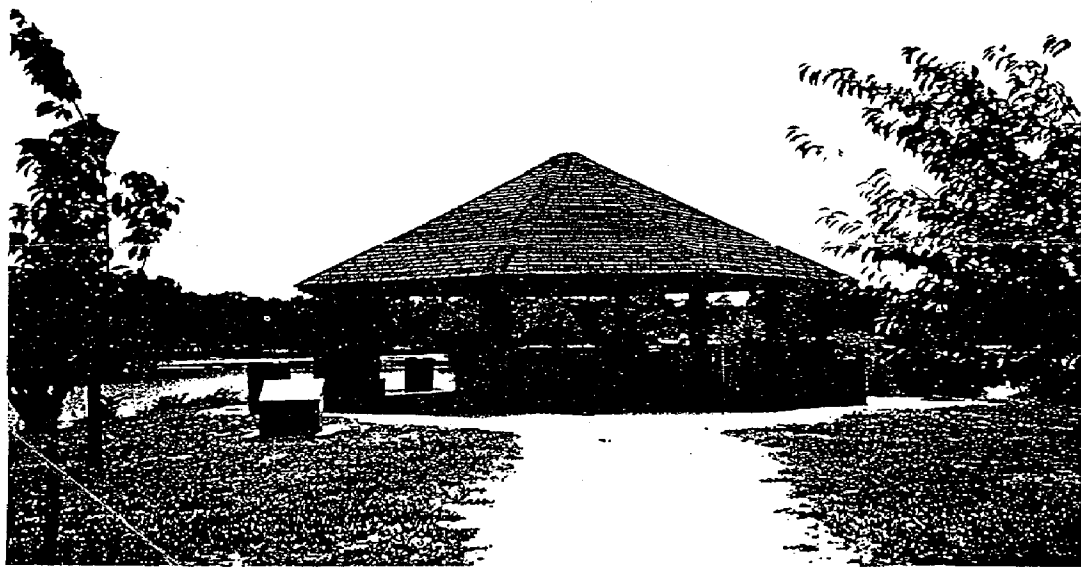
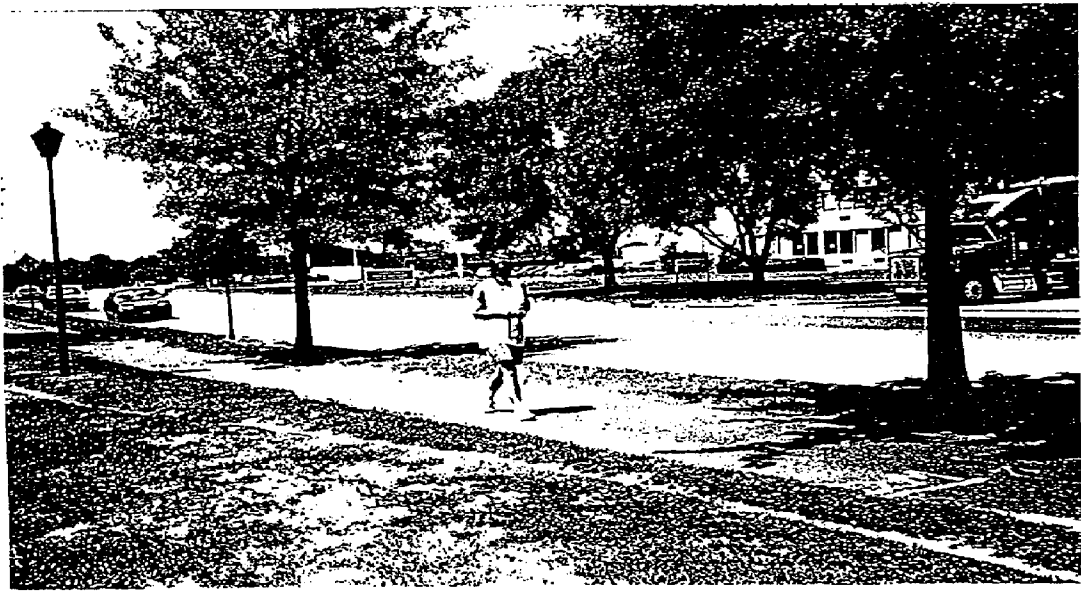


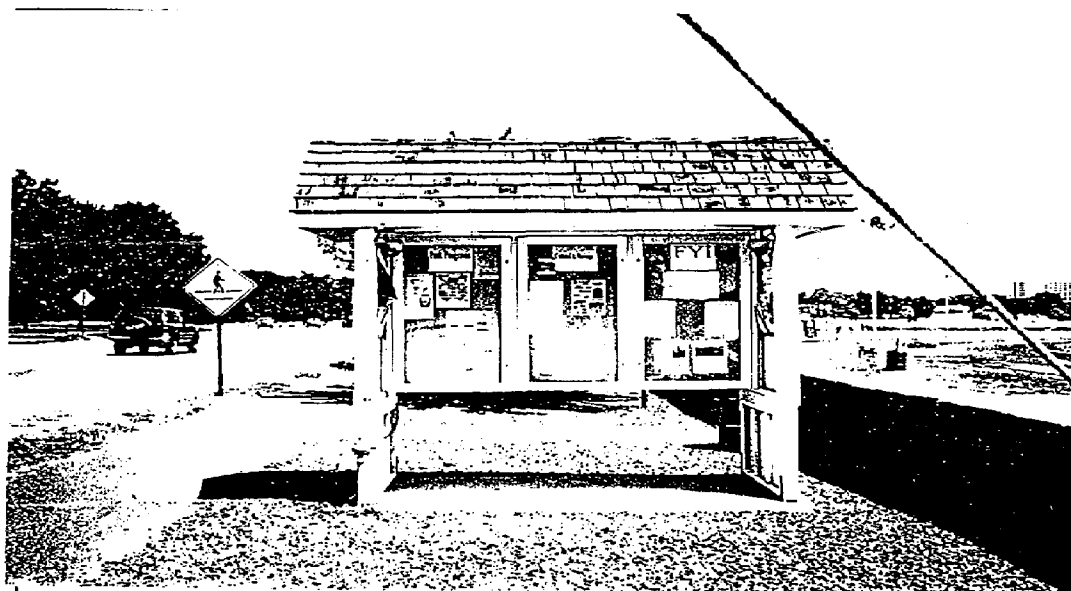
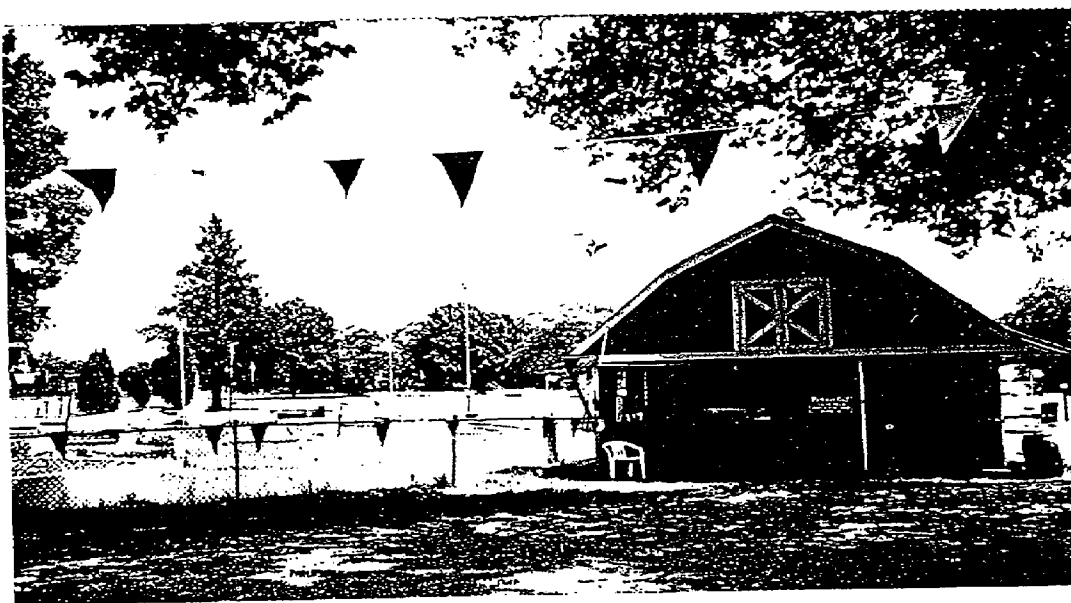
2nd Floor (meeting room)

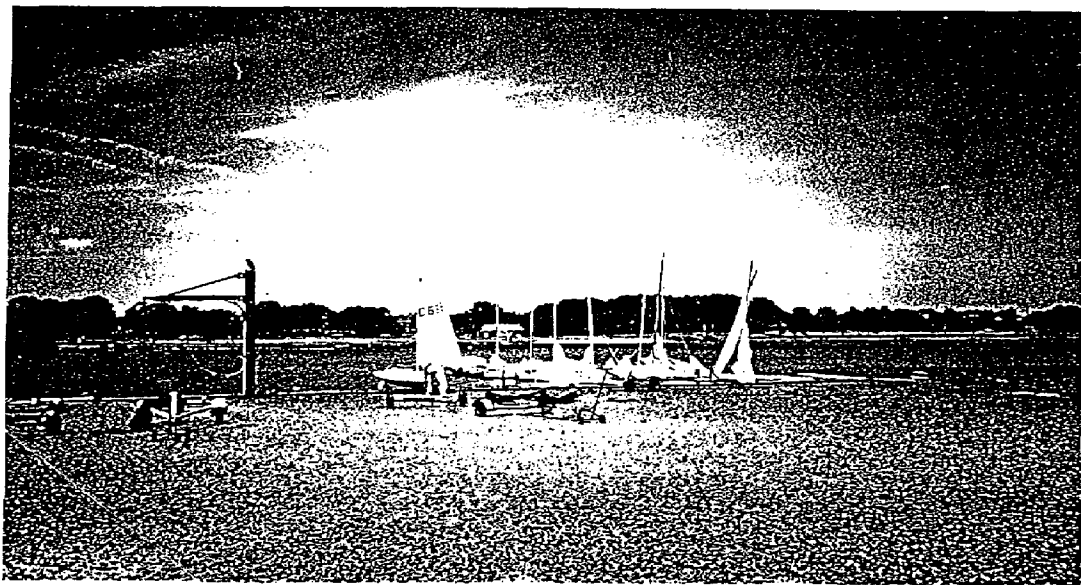
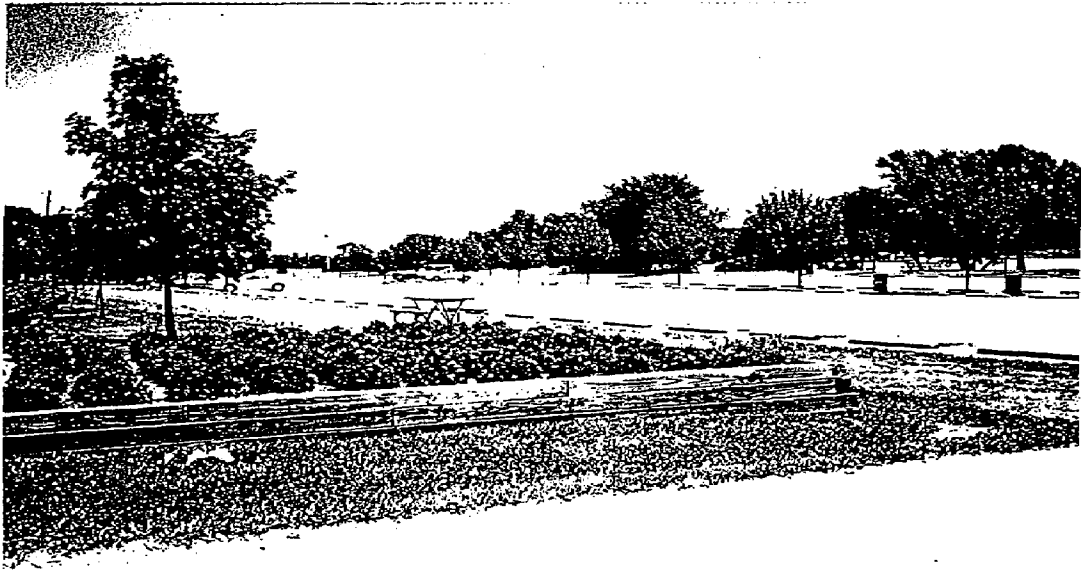
1. Replace plywood floor and retile.
2. Remove paneling.
3. Sheet rock and insulate.
Replace lighting.
4. Repair ceiling insulation.
5. Replace drop ceiling.
6. Replace windows (7) with double pane windows.
7. Repair stairs treads & risers.
8. 1st floor. (storage room)
 - A. Replace sink & toilet
 - B. Replace garage door
 - C. Electrical boxes and lighting
 - D. Paint floor
 - E. Paint block with waterproof paint
 - F. Install drop ceiling throughout
 - G. Reframe and dry wall entrance and bath
9. General
 - A. Check and repair HVAC system
 - B. Replace fuel oil tank (above ground)
 - C. Need new roof and gutters and facial
 - D. Replace electrical service wiring
 - E. Yard clean up
 - F. Replace outside lighting

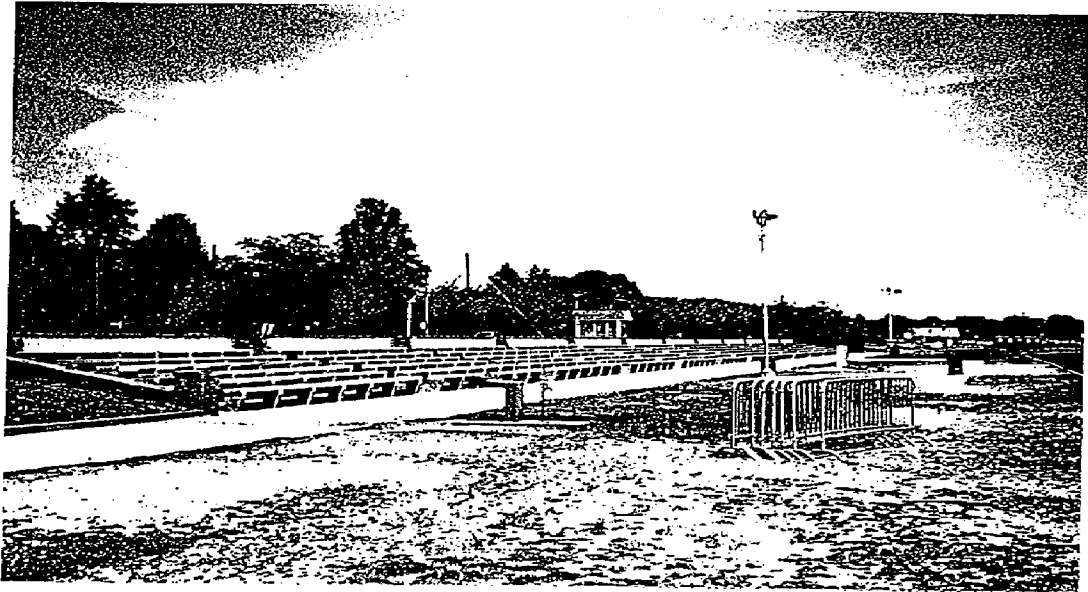
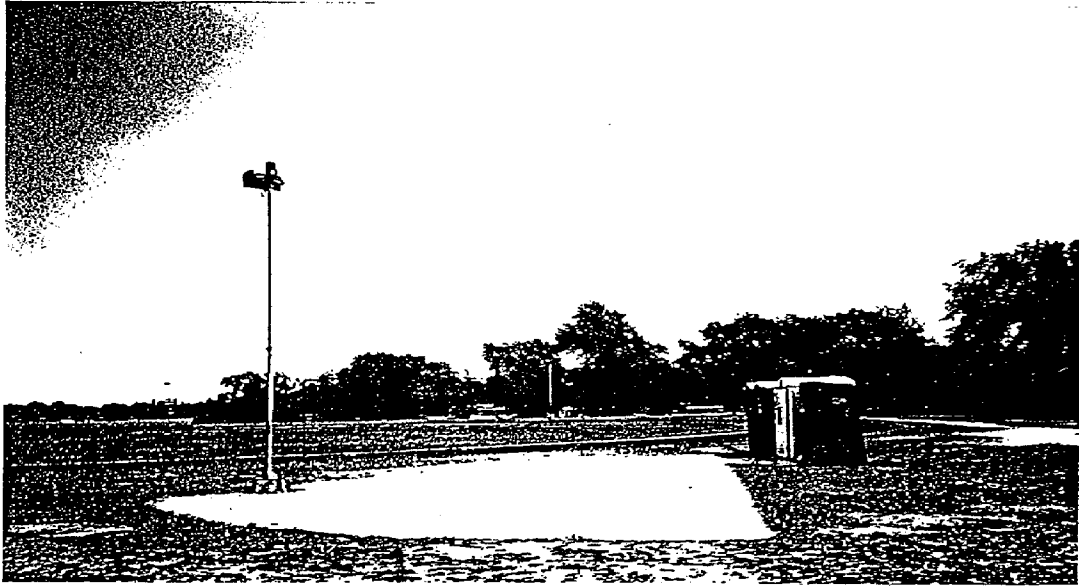
APPENDIX C

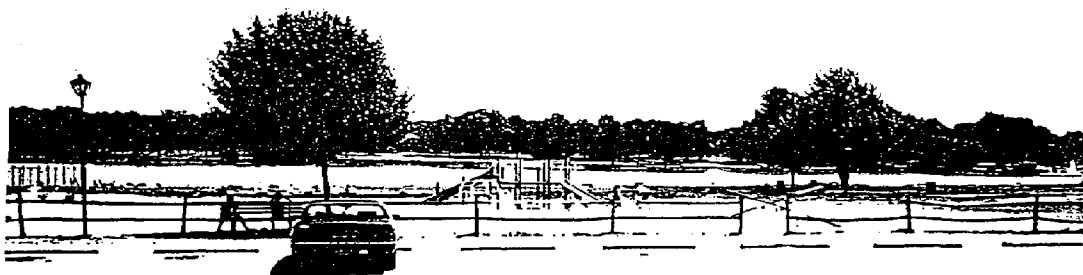


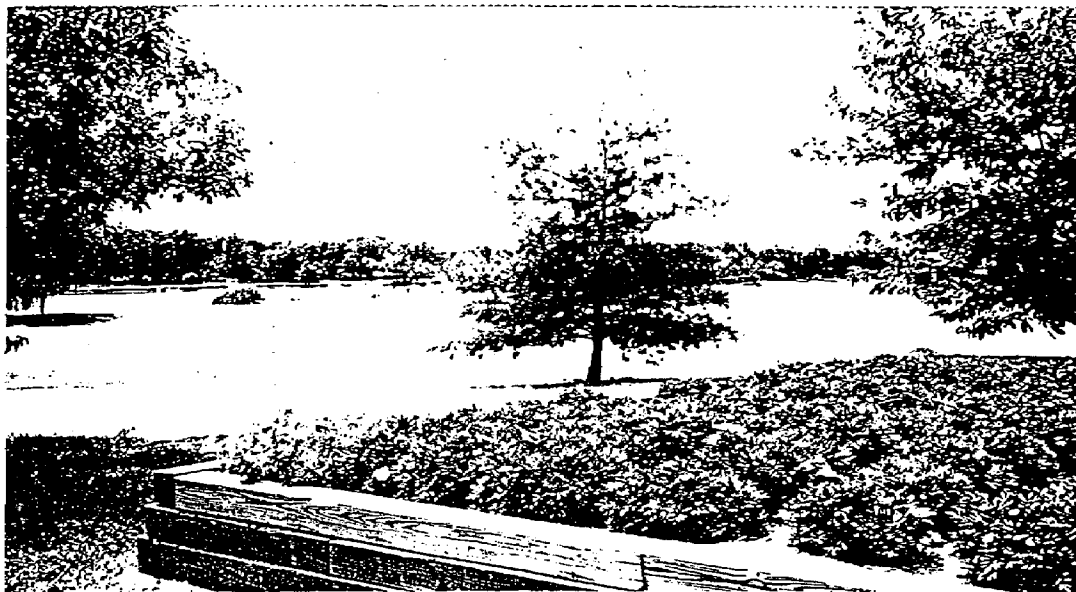
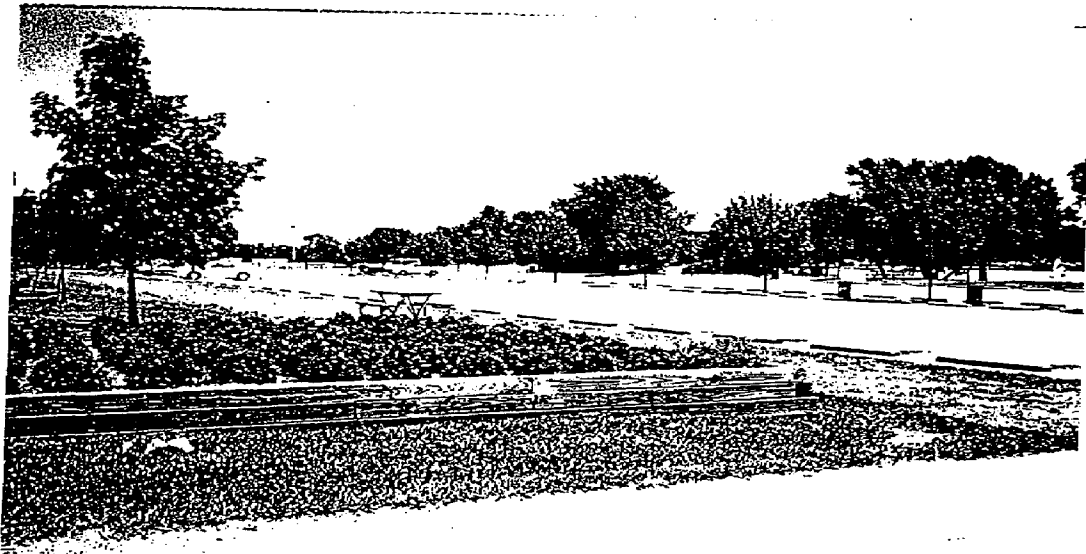


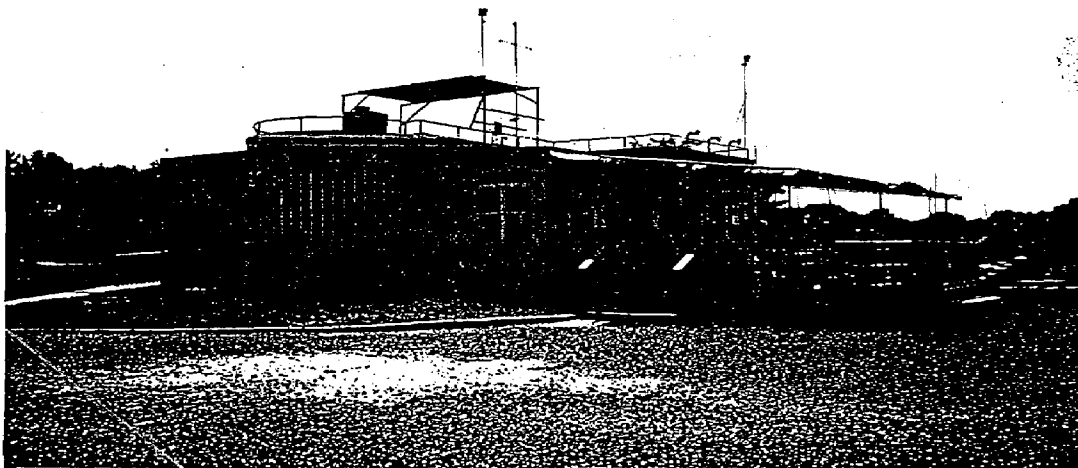


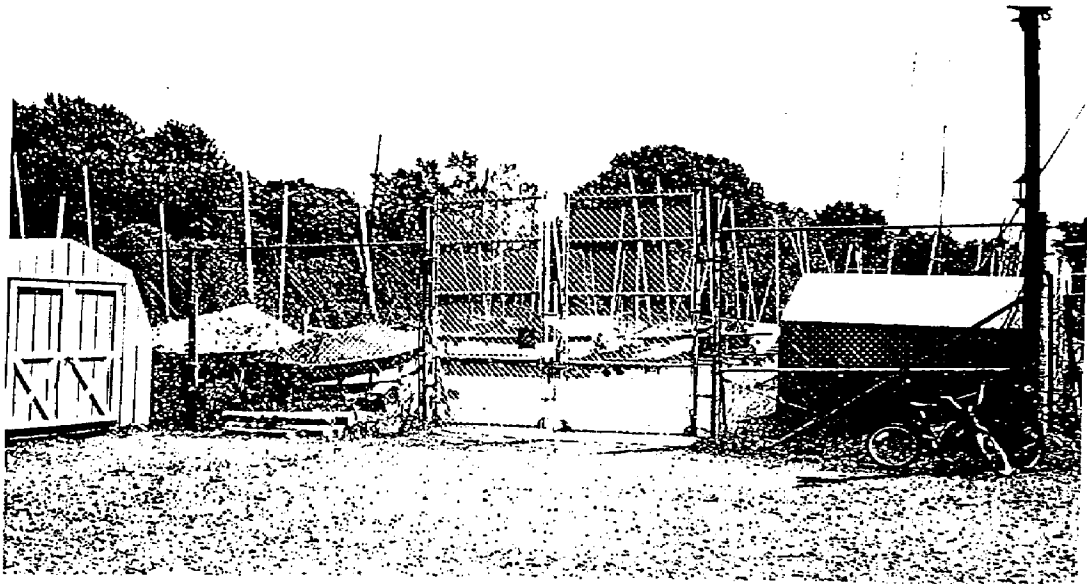


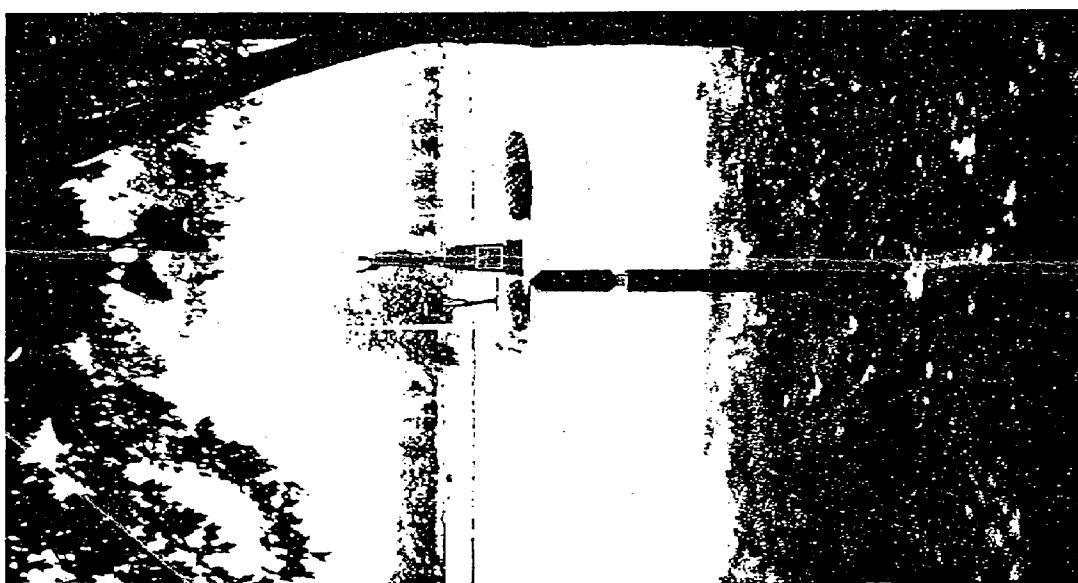






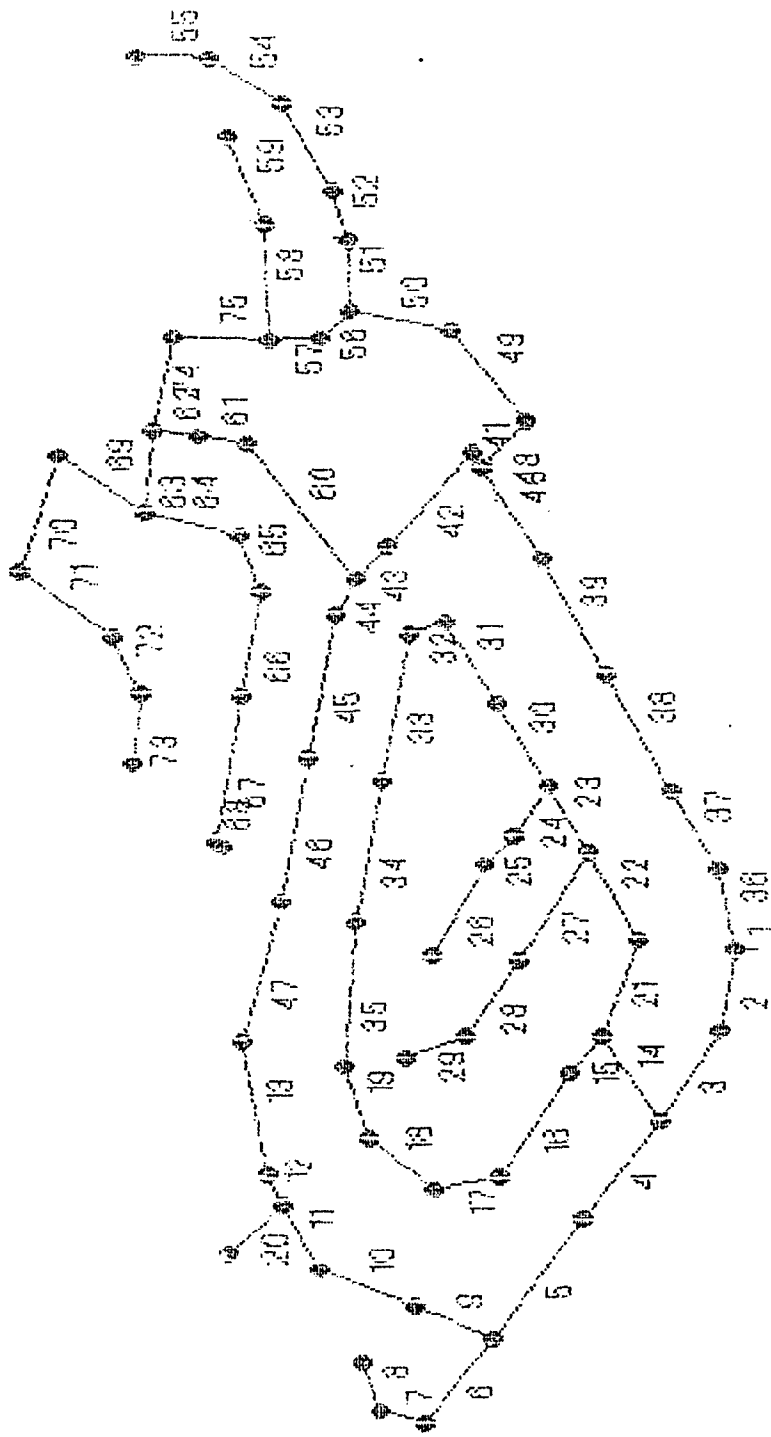






APPENDIX D

209'



[← ↑ → ↓] Move

[Space] Label's

[Home] Reset

[PgUp] Enlarge

[PgDn] Reduce

[Esc] Exit

SANITARY SEWER TABULATION

DATA FILE: C:\N.SAN
PRINTED: 11-23-1993

PROFILE = Daily Ave

PAGE 1 OF 6

LINE#	RES	COM	MISC	INF	CONTRI	PK	FCTRS	TOTAL	PIPE	ICAP	HT/W	LEN	PIPE	SLOPE	HYD GRD	VEL	HYD GRD	UP/DN	HYD GRD	INVERT	COMMENTS/
No.	INVERT	OF	UNIT	FEET	FEET	FEET	FEET	FEET	INCH	INCH	INCH	FEET	INCH	PERCENT	FEET	FEET/SEC	FEET	FEET	FEET	DOWNSTREAM LINE #	
6	51	01	01	0.022	0.001	1.0	1.0	0.002	0.8	0.8	8	114	0.440	0.428	0.66	114.99	114.96	114.96	PH10-PH11		
	350	01	01	0.4250	1.0	1.0	1.0	0.003							0.28	114.51	114.46	114.46	7		
7	51	01	01	0.027	0.001	1.0	1.0	0.004	1.3	1.3	8	140	1.086	1.070	0.79	114.50	114.46	114.46	PH11-PH12		
	350	01	01	0.4250	1.0	1.0	1.0	0.006							0.39	113.00	112.94	112.94	6		
8	61	01	01	0.050	0.001	1.0	1.0	0.006	1.5	1.5	8	266	1.594	1.567	0.90	112.99	112.94	112.94	PH12-PH13		
	350	01	01	0.4250	1.0	1.0	1.0	0.009							0.23	108.82	108.70	108.70	5		
9	12	01	01	0.070	0.001	1.0	1.0	0.024	1.3	1.3	8	372	1.052	1.063	1.30	108.79	108.70	108.70	PH13-PH14		
	350	01	01	0.4250	1.0	1.0	1.0	0.037							0.51	104.77	104.64	104.64	4		
4	12	01	01	0.057	0.001	1.0	1.0	0.028	1.9	1.9	8	300	2.477	2.435	1.38	104.74	104.64	104.64	PH14-PH15		
	350	01	01	0.4250	1.0	1.0	1.0	0.044							0.42	97.43	97.21	97.21	3		
3	51	01	01	0.050	0.001	1.0	1.0	0.085	0.9	0.9	8	262	0.519	0.498	1.86	97.38	97.21	97.21	PH15-PH16		
	350	01	01	0.4250	1.0	1.0	1.0	0.131							1.29	95.08	95.85	95.85	2		
2	41	01	01	0.031	0.001	1.0	1.0	0.066	1.7	1.7	8	165	1.932	1.873	1.67	96.02	95.85	95.85	PH16-PH17		
	350	01	01	0.4250	1.0	1.0	1.0	0.133							0.72	92.93	92.58	92.58	1		
1	01	01	01	0.013	0.001	1.0	1.0	0.197	1.8	1.8	8	68	2.324	1.235	2.42	92.84	92.58	92.58	LINE TO PUMP STA		
	350	01	01	0.4250	1.0	1.0	1.0	0.305							0.67	92.00	91.00	91.00	OUTFALL		
13	10	01	01	0.053	0.001	1.0	1.0	0.004	1.0	1.0	8	278	0.657	0.634	0.80	118.54	118.49	118.49	PH14-PH13 (END)		
	350	01	01	0.4250	1.0	1.0	1.0	0.005							0.43	116.71	116.66	116.66	12		
12	41	01	01	0.014	0.001	1.0	1.0	0.003	1.0	1.0	8	75	0.653	0.621	0.87	116.70	116.66	116.66	PH13-PH12		
	350	01	01	0.4250	1.0	1.0	1.0	0.006							0.44	116.24	116.17	116.17	11		
11	41	01	01	0.031	0.001	1.0	1.0	0.008	1.3	1.3	8	165	1.091	1.074	0.97	116.22	116.17	116.17	PH12-PH13		
	350	01	01	0.4250	1.0	1.0	1.0	0.012							0.52	114.45	114.37	114.37	10		
10	91	01	01	0.057	0.001	1.0	1.0	0.011	1.3	1.3	8	300	1.087	1.079	1.06	114.43	114.37	114.37	PH13-PH14		
	350	01	01	0.4250	1.0	1.0	1.0	0.018							0.66	111.20	111.11	111.11	9		
9	51	01	01	0.045	0.001	1.0	1.0	0.013	1.2	1.2	8	240	1.005	0.985	1.11	111.18	111.11	111.11	PH14-PH15		
	350	01	01	0.4250	1.0	1.0	1.0	0.021							0.50	108.82	108.70	108.70	5		
19	51	01	01	0.032	0.001	1.0	1.0	0.002	0.9	0.9	8	167	0.511	0.495	0.67	116.97	116.94	116.94	PH15-PH16 (END)		
	350	01	01	0.4250	1.0	1.0	1.0	0.003							0.20	116.15	116.09	116.09	19		

SANITARY SEWER TABULATION (continued)
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LINE#	RES	COM	MISC	INF	CONTRI	PK	FCR8	TOTAL	PIPE	ICAP	ISIZE	PIPE	LEN	PIPE	HYD	GRD	VEL	UP/DN	UP/DN	INVERT	COMMENTS/
No.	IN	OF	UNITS	/MILES	FLOW	RES,	COM/	(MGD/CFS)	(CFS)	(IN)	(FT)	(%)	(%)	(%)	(%)	(%)	(FPS)	(FT)	(FT)	DOWNSTREAM LINE #	
16	11	0	0	0.042	0.00	1.0	1.0	0.006	0.9	8	220	0.558	0.549	0.50	116.14	116.09	MH26-MH27				
	350	0	0	0.4250		1.0		0.009						0.51	114.93	114.86				17	
17	5	0	0	0.037	0.00	1.0	1.0	0.008	1.0	8	197	0.662	0.646	0.96	114.91	114.86	MH27-MH28				
	350	0	0	0.4250		1.0		0.012						0.48	113.64	113.56				15	
16	12	0	0	0.057	0.00	1.0	1.0	0.012	2.0	8	302	2.749	2.741	1.09	113.62	113.56	MH28-MH29				
	350	0	0	0.4250		1.0		0.019						0.68	105.34	105.25				15	
15	5	0	0	0.023	0.00	1.0	1.0	0.014	2.4	8	122	4.072	3.983	1.13	105.32	105.25	MH29-MH30				
	350	0	0	0.4250		1.0		0.022						0.29	100.47	100.29				14	
14	0	0	0	0.046	0.00	1.0	1.0	0.034	1.4	8	242	1.271	1.235	1.63	100.43	100.29	MH30-MH37				
	350	0	0	0.4250		1.0		0.084						0.82	97.43	97.21				3	
20	3	0	0	0.036	0.00	1.0	1.0	0.001	3.2	8	192	7.102	7.080	0.60	129.80	129.77	MH1-MH2				
	350	0	0	0.4250		1.0		0.002						0.10	116.24	116.17				11	
26	12	0	0	0.047	0.00	1.0	1.0	0.004	1.7	8	246	1.943	1.943	0.83	113.89	113.84	MH42-MH43				
	350	0	0	0.4250		1.0		0.007						0.57	109.11	109.06				25	
25	0	0	0	0.020	0.00	1.0	1.0	0.004	1.4	8	106	1.259	1.244	0.83	109.10	109.06	MH43-MH44				
	350	0	0	0.4250		1.0		0.007						0.57	107.78	107.73				24	
24	0	0	0	0.027	0.00	1.0	1.0	0.005	1.3	8	142	1.085	1.027	0.84	107.77	107.73	MH44-MH36				
	350	0	0	0.4250		1.0		0.007						0.16	106.31	106.19				23	
23	5	0	0	0.034	0.00	1.0	1.0	0.026	1.0	8	179	0.676	0.646	1.32	106.28	106.19	MH36-MH37				
	350	0	0	0.4250		1.0		0.039						0.69	105.13	104.96				22	
22	6	0	0	0.043	0.00	1.0	1.0	0.037	1.2	8	227	0.952	0.934	1.47	105.09	104.96	MH37-MH38				
	350	0	0	0.4250		1.0		0.058						0.97	102.97	102.82				21	
21	7	0	0	0.043	0.00	1.0	1.0	0.040	1.3	8	226	1.119	1.093	1.50	102.94	102.82	MH38-MH30				
	350	0	0	0.4250		1.0		0.062						0.83	100.47	100.29				14	
29	10	0	0	0.036	0.00	1.0	1.0	0.004	1.7	8	190	2.021	2.013	0.79	117.03	116.98	MH39-MH40				
	350	0	0	0.4250		1.0		0.006						0.35	113.20	113.14				28	
28	8	0	0	0.042	0.00	1.0	1.0	0.007	2.1	8	220	2.914	2.902	0.92	113.19	113.14	MH40-MH41				
	350	0	0	0.4250		1.0		0.010						0.49	106.80	106.73				27	

BANITARY BEMER TABULATION (continued)
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LINE#	RES	COM	MISC	INF	CONTRI	PK	FCTRS	TOTAL	PIPE	SIZE	PIPE	LEN	PIPE	SLOPE	HYD	GRD	VEL	HYD	GRD	INVERT	COMMENTS/
No.	IN	OUT	UNIT	IGPD/MI	FLOW	RES.	COM/	(MGD/CFS)	(CFS)	(IN)	(FT)	(%)	(%)	(%)	(FT)	(FT)	(FPS)	(FT)	(FT)	UP/DOWN	DOWNSTREAM
27	8	0	0	0.059	0.00	1.0	1.0	0.010	0.9	8	309	0.566	0.537	1.02	106.79	106.73	1.02	106.79	106.73	NH41-NH37	
	350	0	0	4250		1.0		0.015		8				0.26	105.13	104.98				22	
35	8	0	0	0.055	0.00	1.0	1.0	0.003	1.1	8	293	0.785	0.774	0.73	116.97	116.94	0.73	116.97	116.94	NH23-NH31 (END)	
	350	0	0	4250		1.0		0.005		8				0.28	114.70	114.64				34	
34	11	0	0	0.057	0.00	1.0	1.0	0.007	1.4	8	299	1.324	1.314	0.94	114.69	114.64	0.94	114.69	114.64	NH31-NH32	
	350	0	0	4250		1.0		0.011		8				0.46	110.76	110.68				33	
33	12	0	0	0.057	0.00	1.0	1.0	0.012	0.9	8	300	0.570	0.562	1.07	110.74	110.68	1.07	110.74	110.68	NH32-NH33	
	350	0	0	4250		1.0		0.018		8				0.57	109.06	108.97				32	
32	5	0	0	0.021	0.00	1.0	1.0	0.013	0.6	8	113	0.451	0.429	1.11	109.04	108.97	1.11	109.04	108.97	NH33-NH34	
	350	0	0	4250		1.0		0.021		8				0.69	108.55	108.46				31	
31	6	0	0	0.042	0.00	1.0	1.0	0.016	0.8	8	223	0.493	0.460	1.16	108.53	108.46	1.16	108.53	108.46	NH34-NH35	
	350	0	0	4250		1.0		0.024		8				0.70	107.46	107.36				30	
30	9	0	0	0.042	0.00	1.0	1.0	0.019	0.9	8	224	0.522	0.504	1.22	107.44	107.36	1.22	107.44	107.36	NH35-NH36	
	350	0	0	4250		1.0		0.029		8				0.68	106.31	106.19				23	
47	10	0	0	0.057	0.00	1.0	1.0	0.004	0.9	8	303	0.604	0.597	0.80	118.54	118.49	0.80	118.54	118.49	NH14-NH15 (END)	
	350	0	0	4250		1.0		0.006		8				0.31	116.73	116.66				45	
46	12	0	0	0.057	0.00	1.0	1.0	0.018	1.4	8	302	1.285	1.273	0.58	116.71	116.66	0.58	116.71	116.66	NH16-NH18	
	350	0	0	4250		1.0		0.013		8				0.46	112.87	112.78				48	
45	16	0	0	0.057	0.01	1.0	1.0	0.014	1.9	8	302	2.576	2.569	1.13	112.65	112.78	1.13	112.65	112.78	NH16-NH17	
	350	0	0	4250		1.0		0.032		8				0.75	105.09	105.00				44	
44	2	0	0	0.017	0.00	1.0	1.0	0.015	1.4	8	91	1.256	1.140	1.14	105.07	105.00	1.14	105.07	105.00	NH17-NH18	
	350	0	0	4250		1.0		0.023		8				0.31	104.04	103.66				43	
43	3	0	0	0.023	0.00	1.0	1.0	0.053	1.2	8	121	1.050	1.010	1.63	104.00	103.66	1.63	104.00	103.66	NH18-NH19	
	350	0	0	4250		1.0		0.083		8				1.06	102.77	102.59				42	
42	11	0	0	0.059	0.00	1.0	1.0	0.058	1.2	8	314	1.061	1.046	1.66	102.73	102.59	1.66	102.73	102.59	NH18-NH19	
	350	0	0	4250		1.0		0.089		8				1.12	99.45	99.26				41	
41	5	0	0	0.008	0.00	1.0	1.0	0.059	1.0	8	43	0.674	0.444	1.68	99.40	99.26	1.68	99.40	99.26	NH19-NH20	
	350	0	0	4250		1.0		0.052		8				0.80	99.21	98.97				40	

SANITARY SEWER TABULATION (continued)
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LINE#	RES	COM	MISC	INF	CONTRI	PK	FCRS	TOTAL	PIPE	PIPE	HYD	SLOPE	VEL	HYD	GRD	INVERT	COMMENTS/ DOWNSTREAM LINE #
No.	IN	NUMBER OF	UNITS	/MILES	FLOW	RES,	COM/	(MGD/CFS)	ICAP	ISIZE	ISLOPE	(%)	(FPS)	(FT)	(FT)	(FT)	
1000	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	
40	91	0	0	0.048	0.00	1.0	1.0	0.098	0.9	8	251	0.588	0.580	1.94	59.15	98.97	MH20-MH21
	350	0	0	4250				0.151		8			1.29	57.75	97.50	39	
39	10	0	0	0.057	0.00	1.0	1.0	0.102	0.8	8	300	0.407	0.385	1.96	57.69	97.50	MH21-MH22
	350	0	0	4250				0.157		8			1.30	56.53	96.28	38	
38	12	0	0	0.057	0.00	1.0	1.0	0.105	0.9	8	301	0.546	0.520	1.99	56.47	96.28	MH22-MH23
	350	0	0	4250				0.164		8			1.28	54.91	94.64	37	
37	7	0	0	0.039	0.00	1.0	1.0	0.109	0.6	8	208	0.255	0.240	1.60	54.87	94.64	MH23-MH24
	350	0	0	4250				0.168		8			1.33	54.37	94.11	36	
36	6	0	0	0.031	0.00	1.0	1.0	0.111	1.2	8	166	0.922	0.828	2.02	54.31	94.11	MH24-MH25
	350	0	0	4250				0.171		8			0.98	52.93	92.58	35	
55	12	0	0	0.041	0.00	1.0	1.0	0.004	1.7	8	214	1.935	1.925	0.83	112.85	112.80	MH29-MH30 (END)
	350	0	0	4250				0.007		8			0.33	108.73	108.65	54	
54	12	0	0	0.045	0.00	1.0	1.0	0.009	1.1	8	237	0.827	0.816	0.99	108.71	108.65	MH30-MH31
	350	0	0	4250				0.014		8			0.56	106.78	106.70	53	
53	8	0	0	0.044	0.00	1.0	1.0	0.012	1.3	8	233	1.232	1.220	1.07	106.76	106.70	MH31-MH32
	350	0	0	4250				0.015		8			0.63	103.92	103.83	52	
52	6	0	0	0.020	0.00	1.0	1.0	0.015	0.8	8	103	0.435	0.457	1.14	103.90	103.83	MH32-MH33
	350	0	0	4250				0.023		8			0.69	103.43	103.33	51	
51	8	0	0	0.027	0.00	1.0	1.0	0.018	0.7	8	141	0.312	0.268	1.15	103.41	103.33	MH33-MH34
	350	0	0	4250				0.027		8			0.50	103.03	102.89	50	
50	0	0	0	0.058	0.00	1.0	1.0	0.035	0.9	8	305	0.498	0.488	1.44	103.00	102.89	MH34-MH35
	350	0	0	4250				0.054		8			0.99	101.51	101.37	49	
49	0	0	0	0.056	0.00	1.0	1.0	0.035	0.9	8	255	0.502	0.491	1.44	101.48	101.37	MH35-MH36
	350	0	0	4250				0.054		8			0.99	100.03	99.89	48	
48	0	0	0	0.032	0.00	1.0	1.0	0.035	0.9	8	170	0.541	0.464	1.44	100.00	99.89	MH36-MH37
	350	0	0	4250				0.054		8			0.47	99.21	98.97	47	
59	12	0	0	0.039	0.00	1.0	1.0	0.004	2.0	8	206	2.752	2.744	0.83	115.19	115.14	MH39-MH40 (END)
	350	0	0	4250				0.007		8			0.37	109.54	109.47	58	

SANITARY SEWER TABULATION (continued)
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LINE#	RES	COM	MISC	INF	CONTR	PK	FCTRS	TOTAL	PIPE	ICAP	HT/W	LEN	PIPE	SLOPE	HYD	GRD	VEL	HYD	GRD	INVERT	COMMENTS/
No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	DOWNSTREAM LINE #
1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	
56	10	0	0	0.0044	0.00	1.0	1.0	0.008	1.1	8	231	0.844	0.827	0.97	109.52	109.47	109.52	109.47	109.52	109.47	MH50-MH49
57	8	0	0	0.0030	0.00	1.0	1.0	0.015	1.4	8	153	1.277	1.260	1.14	107.59	107.52	107.59	107.52	107.59	107.52	MH45-MH44
58	6	0	0	0.0020	0.00	1.0	1.0	0.007	1.9	6	105	2.476	2.414	0.48	105.57	105.49	105.57	105.49	105.57	105.49	MH48-MH47
59	350	0	0	0.0044	0.00	1.0	1.0	0.008	0.7	8	22	0.364	0.138	0.11	119.76	119.76	119.76	119.76	119.76	119.76	MH78-MH77
60	14	0	0	0.0057	0.01	1.0	1.0	0.005	2.0	8	300	2.793	2.763	0.67	119.72	119.68	119.72	119.68	119.72	119.68	MH77-MH76
61	350	0	0	0.0044	0.00	1.0	1.0	0.008	0.5	8	219	0.525	0.512	1.02	111.36	111.30	111.36	111.30	111.36	111.30	MH76-MH75
62	10	0	0	0.0025	0.00	1.0	1.0	0.013	1.2	8	131	1.031	1.006	0.56	110.24	110.15	110.24	110.15	110.24	110.15	MH75-MH74
63	350	0	0	0.0053	0.00	1.0	1.0	0.018	0.9	8	262	0.514	0.493	1.20	103.68	103.60	103.68	103.60	103.68	103.60	MH74-MH73
64	12	0	0	0.0031	0.00	1.0	1.0	0.023	1.1	8	165	0.821	0.797	1.42	107.45	107.35	107.45	107.35	107.45	107.35	MH73-MH72
65	350	0	0	0.0025	0.00	1.0	1.0	0.052	0.6	8	132	0.447	0.419	1.47	105.11	105.00	105.11	105.00	105.11	105.00	MH72-MH71
66	0	0	0	0.0025	0.00	1.0	1.0	0.037	0.8	8	151	0.298	0.284	1.26	105.54	105.41	105.54	105.41	105.54	105.41	MH71-MH70
67	350	0	0	0.0044	0.00	1.0	1.0	0.058	0.7	8	151	0.298	0.284	1.01	105.11	104.96	105.11	104.96	105.11	104.96	MH70-MH69
68	0	0	0	0.0044	0.00	1.0	1.0	0.038	0.6	8	423	0.259	0.244	1.47	105.07	104.96	105.07	104.96	105.07	104.96	MH69-MH68
69	350	0	0	0.0025	0.00	1.0	1.0	0.059	0.7	8	138	0.870	0.855	0.78	104.04	103.86	104.04	103.86	104.04	103.86	MH68-MH67
70	4	0	0	0.0026	0.00	1.0	1.0	0.002	1.1	8	138	0.870	0.855	0.63	117.39	117.36	117.39	117.36	117.39	117.36	MH67-MH66
71	350	0	0	0.0025	0.00	1.0	1.0	0.002	0.6	8	141	1.117	1.091	0.20	115.21	115.16	115.21	115.16	115.21	115.16	MH66-MH65
72	8	0	0	0.0027	0.00	1.0	1.0	0.004	1.3	8	141	1.117	1.091	0.83	115.20	115.16	115.20	115.16	115.20	115.16	MH65-MH64
73	350	0	0	0.0025	0.00	1.0	1.0	0.007	0.6	8	141	1.117	1.091	0.31	114.67	114.59	114.67	114.59	114.67	114.59	MH64-MH63

SANITARY SEWER TABULATION (continued)
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LINE#	RES	COM	MISC	INF	CONTRI	PK	FCTRS	TOTAL	PIPE	ICAP	SIZE	PIPE	PIPE	PIPE	HYD	GRD	VEL	UP/DN	UP/DOWN	INVERT	COMMENTS/
No.	NUMBER	OF	UNITS	/MILES	FLOW	RES.	COM	MGD/CFS	ICAP	HT/W	LEN	LEN	LEN	LEN	GRD	GRD	(FPS)	UP/DN	UP/DOWN	(FT)	DOWNSTREAM LINE #
71	16	0	0	0.057	0.01	1.0	1.0	0.010	1.3	8	299	8	299	8	1.074	1.064	1.04	114.55	114.59	MH62-MH61	
	350	0	0	4250		1.0		0.016			8						0.60	111.47	111.38	70	
70	8	0	0	0.048	0.00	1.0	1.0	0.013	0.9	8	251	8	251	8	0.526	0.515	1.11	111.45	111.38	MH61-MH55	
	350	0	0	4250		1.0		0.021			8						0.68	110.15	110.06	69	
69	6	0	0	0.032	0.00	1.0	1.0	0.016	1.2	8	276	8	276	8	0.982	0.958	1.16	110.13	110.06	MH55-MH54	
	350	0	0	4250		1.0		0.024			8						0.46	107.49	107.35	63	
74	10	0	0	0.037	0.00	1.0	1.0	0.004	0.9	8	195	8	195	8	0.528	0.476	0.79	107.08	107.03	MH50-MH51 (END)	
	350	0	0	4250		1.0		0.006			8						0.10	106.15	106.00	62	
75	10	0	0	0.035	0.00	1.0	1.0	0.004	1.3	8	290	8	290	8	1.117	1.102	0.80	110.81	110.76	MH50-MH49 (END)	
	350	0	0	4250		1.0		0.006			8						0.20	107.61	107.52	57	

APPENDIX E

APPENDIX F

ME#

92354

CZ1:92:05PD
Match

GRANT BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
AND
NORWOOD BOROUGH
FOR THE NORWOOD BOROUGH: COASTAL ZONE
LAND UTILIZATION STUDY

This GRANT made the 1st day of October, 1992, by and between the Commonwealth of Pennsylvania acting through the DEPARTMENT OF ENVIRONMENTAL RESOURCES, party of the first part, hereinafter called the "DEPARTMENT" and the

Norwood Borough
P.O. Box 65
10 W. Cleveland Ave.
Norwood, PA 19074

party of the second part, hereinafter called the "GRANTEE", witnesseth that:

WHEREAS, by virtue of the Coastal Zone Management Act of 1972 (16 U.S.C.A. 1451 et seq.), the DEPARTMENT is authorized to make grants for the purposes described herein; and

WHEREAS, the GRANTEE has determined that the work covered in the attached SCOPE OF WORK (EXHIBIT B), which is part of this GRANT, is consistent with its program and purpose; and

WHEREAS, the DEPARTMENT has solicited projects in accordance with the established Coastal Zone Management Program project selection process and the project referenced in this GRANT was selected according to this process and has been approved by the Federal Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce for conduct as part of the implementation of the federally approved Pennsylvania Coastal Zone Management Program; and

WHEREAS, the DEPARTMENT wishes to obtain the services of the GRANTEE in connection with the development of Norwood Borough: Coastal Zone Land Utilization Study
as set forth in the attached SCOPE OF WORK.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties agree as follows:

I. GENERAL CONDITIONS

- A. These GENERAL CONDITIONS, the SPECIAL PROVISIONS, the GRANT INFORMATION BOOKLET and the SCOPE OF WORK are included herein by reference as though fully set forth herein.
- B. All work under this GRANT shall be performed in accordance with applicable statutes, rules and regulations of the Federal, State and local governments. All applicable Federal statutes and provisions of the Code of Federal Regulations in effect on the date of execution of this GRANT are an integral part of this GRANT. Specifically, the provisions of Federal OMB Circulars A-87, A-102 and A-128 and the provisions of the Hatch Act, Federal Fair Labor Standards Act, Uniform Relocation Assistance and Real Property Acquisition Act, Clean Air Act, and Flood Disaster Protection Act must be adhered to by the GRANTEE and any of their subcontractors involved in the completion of the SCOPE OF WORK.
- C. Prior written approval must be obtained from the DEPARTMENT for changes or additions to the work elements in the SCOPE OF WORK. Any increase in costs that would result from such changes or additions shall be subject to negotiations upon the presentation of satisfactory evidence for such claim.
- D. The DEPARTMENT shall not be responsible for any loss of life, personal injury or property damages of any kind in performing and completing the work of this GRANT, unless such loss or damage is the result of the DEPARTMENT'S fault or negligence.
- E. This GRANT may be extended for additional periods beyond its established termination date only by mutual written GRANT of the parties hereto.
- F. When the terms and conditions of this GRANT are not materially being met, the DEPARTMENT may, after a 30-day notice, suspend this GRANT until corrective action has been taken to the satisfaction of the DEPARTMENT, or until this GRANT is terminated.
- G. The DEPARTMENT may terminate this GRANT in whole, or in part, at any time before the date of completion whenever it is determined that the terms and conditions of this GRANT have not been met. A notice of at least 30 days in writing of the termination, with effective date, will be made by the DEPARTMENT.
- H. This GRANT will be subject to all of the provisions of the Sunshine Law (Act No. 84 of July 3, 1986).
- I. Accurate and timely accounting records shall be kept of all funds disbursed under this GRANT to ensure that charged expenditures are for allowable purposes in accordance with OMB Circulars A-87, A-102 and A-128.
- J. Financial records, supporting documents and all other records pertaining to this GRANT shall be retained and be made available for audit for a period of three (3) years after final payment is made and this GRANT has expired and all other pending matters are resolved. Audits for the activities covered under the SCOPE OF WORK shall be conducted in accordance with the provisions of OMB Circular A-128.

- K. The DEPARTMENT shall have access to and the right to examine any directly pertinent books, documents, papers and records involving transactions related to this GRANT for a period of three (3) years after the expiration of this GRANT. This right of access and audit shall also be granted to the Comptroller General of the United States or any duly authorized representatives, and the Secretary of Commerce or any duly authorized representatives.
- L. No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.
- M. The GRANTEE shall sign and comply with the provisions contained in EXHIBIT A, entitled, "Assurances - Non-Construction Programs" attached hereto and made a part hereof for all purposes.
- N. The GRANTEE shall comply with the terms and conditions of EXHIBIT D entitled "Nondiscrimination Clause", within the appendix of this GRANT.
- O. The GRANTEE shall comply with the provisions contained in EXHIBIT E relating to the Contractor Integrity Provisions for Commonwealth Contracts attached hereto and made a part hereof for all purposes.
- P. The GRANTEE shall comply with the provisions contained in EXHIBIT F relating to the Offset Provision attached hereto and made a part hereof for all purposes.
- Q. The GRANTEE shall comply with the provisions contained in EXHIBIT G relating to the Contractor Responsibility Provisions attached hereto and made a part hereof for all purposes.
- R. The GRANTEE shall comply with the provisions contained in EXHIBIT H relating to the Federal Requirements attached hereto and made a part hereof for all purposes.

II. SPECIAL PROVISIONS

A. Payments

The DEPARTMENT agrees to pay the GRANTEE in accordance with the following schedule for approved work performed under this GRANT:

1. Payments will be made for the work accomplished in accordance with the SCOPE OF WORK during the period up to and including September 30, 1993 or to the completion of work, whichever occurs first.
2. The GRANTEE agrees to perform the work set forth in accordance with the budget attached hereto and made part hereof. The DEPARTMENT shall pay the GRANTEE \$ 20,000.00 and the GRANTEE shall perform in-kind services or provide a cash contribution match of \$ 10,000.00 for the total of \$ 30,000.00 which is the total grant cost.
3. Subject to the availability of State and Federal funds and the GRANTEE'S compliance with the terms and conditions of this GRANT, the DEPARTMENT will reimburse the GRANTEE for actual

expenditures up to the DEPARTMENT'S share of the grant in the amount of \$ ~~30,000.00~~ ^{20,000.00} *pk* *Amf Jue*

4. Payments provided in Sections 1 and 2 above will be made quarterly on presentation of properly certified documents.
5. Payments shall be limited to those stipulated above. The total payments under this GRANT shall not be increased except by an Amendment to this GRANT.

B. Budget

The GRANTEE will adhere to the budget breakdown of EXHIBIT C of this GRANT to the maximum extent practical. Any major deviation from the budget contained therein shall require prior approval of the DEPARTMENT.

C. DEPARTMENT'S Obligations

In addition to providing payment for the work, the DEPARTMENT agrees to furnish the following support and assistance to the GRANTEE during the term of this GRANT.

1. Familiarization with all pertinent information presently available to the DEPARTMENT both in terms of existing data and current efforts.
2. A DEPARTMENT staff contract manager for this GRANT will provide any needed information and guidance for the Work Requirements in the SCOPE OF WORK contained in EXHIBIT B within the appendix of this GRANT.

D. GRANTEE'S Obligations

In addition to completing the work outlined in the SCOPE OF WORK, the GRANTEE agrees to the following activities:

1. The GRANTEE shall meet periodically with the DEPARTMENT to discuss the applicability and progress of the ongoing work.
2. The GRANTEE shall immediately notify the DEPARTMENT in writing of any unusual development or circumstances which could significantly change or otherwise delay the work outlined in the SCOPE OF WORK.
3. No subcontract or service purchase agreement may be entered into by the GRANTEE for execution of the project activities outlined in the SCOPE OF WORK or for provision of services to said project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the DEPARTMENT. Any such agreements shall provide that the GRANTEE will retain ultimate control and responsibility for the completion of the project, as outlined in the SCOPE OF WORK, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the GRANTEE in the conduct of the SCOPE OF WORK.

4. Any subcontract entered into pursuant to Section II.D.3. above must contain the following clause, in addition to all other provisions required by Section II.D.3.:

"The subcontractor is subject to all provisions, conditions, duties, and obligations contained in this GRANT between the Commonwealth of Pennsylvania, DEPARTMENT OF ENVIRONMENTAL RESOURCES and GRANTEE, dated _____, 19____, including the SCOPE OF WORK, which are incorporated into and made part of this subcontract. (Copies of this GRANT and SCOPE OF WORK are attached.) This subcontract is conditioned upon the approval of the DEPARTMENT."

5. To avoid work duplication and expedite completion of the work prescribed in this GRANT, existing information shall be utilized to the fullest extent. Applicable information available from cooperating State agencies will be provided upon the GRANTEE'S request.
6. Financial statements for payment of work shall be in quadruplicate and shall include in detail the various items of cost incurred during the period covered. In general, financial statements for payment shall be presented within the first 10 days of January, April, July, and October, 1993.

7. A work progress report shall accompany each financial statement for payment. The report shall outline the completion status for each work element and give reasons for significant deviations from the scheduled plan of work and how such deviations will be corrected.

The GRANTEE shall prepare and submit to the DEPARTMENT a project completion schedule which shall be attached hereto and made a part of this GRANT. The schedule will be prepared upon the execution of this GRANT.

8. The GRANTEE will perform all of the work required of it under this GRANT and will perform the in kind services or provide the cash contribution as set forth on the project budget attached hereto as EXHIBIT C. In the event that the DEPARTMENT becomes aware of conditions leading it to believe that the GRANTEE has not been performing in kind services or providing the cash contribution required of it as the work progresses, the DEPARTMENT may stop the processing of invoices of the GRANTEE until such time as it is assured that the GRANTEE will perform the in kind services or provide its cash contribution.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

WITNESS:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

Caren E. Glotfelty
Caren E. Glotfelty, Deputy Secretary
Office of Water Management

ATTEST:

NORWOOD BOROUGH

Joanne H. Christiansen
Joanne Christiansen
Borough Secretary

June A. Rodgers
June A. Rodgers
Council President

Approved as to legality
and form:

John A. Hall
Office of Attorney General

K. Wells
Chief/Assistant Counsel
Department of Environmental Resources

Federal Employee Identification
Number: 23-600-2917

Approved:

ME: 92354

Debra L. Churnoff
Secretary, Office of the Budget
Date: _____

I hereby certify that funds in
amount of \$ 15,000.00
are available under Appropriation
Symbol 001-035-701-92-7-5220-00112-631
Program _____

and in the
amount of \$ 5,000.00
are available under Appropriation
Symbol 001-035-701-93-7-5220-00112-631
Program _____

Jan R. McIntosh 3/8/93
Comptroller

SINGLE AUDIT ACT OF 1984 INFORMATION:

Federal Program Title: Coastal Zone Management Implementation
Federal Program Number: 11.419
Breakdown of Funds: Federal \$ 20,000.00 State \$ _____

This commitment is contingent upon funds
being appropriated by the State for
each succeeding year. Federal
funds being provided by the Commonwealth
for the contract purpose.

EXHIBIT A

For the purposes these assurances, the terms "Applicant" and "Grantee" are synonymous.

OMB Approval No. 0348-0040

ASSURANCES — NON-CONSTRUCTION PROGRAMS

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 costs) 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 nineteen 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 non-discrimination 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 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.
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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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 of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

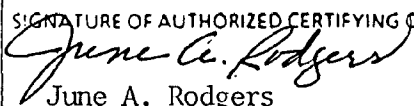
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  June A. Rodgers		TITLE Council President	
APPLICANT ORGANIZATION Norwood Borough		DATE SUBMITTED 12/21/92	

EXHIBIT B

SCOPE OF WORK

**NORWOOD BOROUGH: COASTAL ZONE
LAND UTILIZATION STUDY**

Work Objectives

- Municipality
Borough of Norwood
Early Realty*
- A. Land Utilization Study: Conduct a study of the potential land uses of a currently underutilized portion of the Norwood Borough. Various uses for the land will be analyzed, considered and evaluated. Specific attention will be given to prospective land uses with regard to the their impacts in terms of generation of non-point pollution.
 - B. Administration and Coordination: Provide appropriate administrative and coordination activities as needed to complete this project. The GRANTEE will work closely with the DEPARTMENT.
 - C. Reporting: The GRANTEE, in conjunction with the DEPARTMENT, will prepare a project completion schedule as required in Work Element C.1. Submit draft and final report as required in C.2.

Work Elements

- Recommendations*
- A. Land Utilization Study
 - 1. A planning consultant will be engaged to conduct the study, advise local officials, and assist them in the selection of a plan.
 - 2. The Borough Engineer and Building inspector will be utilized to provide preliminary data gathering.
 - 3. Various alternative land uses will be analyzed considered and evaluated.
 - 4. Specific attention will be given to prospective land uses with regard to the their impacts in terms of generation of non-point pollution.
 - 5. The consultant will also recommend specific methods by which the chosen plan may be implemented.
 - B. Administration and Coordination:
 - 1. The GRANTEE will perform all routine administrative tasks necessary to prepare the study and to successfully manage the project.
- Early Realty
TINNEY WILCOX
Ref: 10/10/92
TINNEY WILCOX
SAND SCIENCE*

2. The GRANTEE will ensure that regular coordination takes place to assure that all appropriate parties are kept advised of progress being made on the project, and to ensure that the plan conforms with Coastal Zone Management policies and meets the terms of this GRANT. Coordination should be accomplished through the use of meetings, written correspondence, telephone calls, or other methods deemed appropriate.
3. Prepare and submit invoices and quarterly progress reports to the DEPARTMENT.

C. Reporting

1. The GRANTEE shall prepare and submit to the DEPARTMENT a project completion schedule which will be made a part of this GRANT. The schedule will be prepared upon the execution of this GRANT.
2. In addition to the submittal of meeting minutes and periodic related written correspondence, the GRANTEE shall submit a draft report 30 days prior to the expiration date of the GRANT and five copies of the final report (one original unbound copy, including maps and photographs as appropriate which can be used for reproduction, and four bound copies) to the DEPARTMENT by the expiration date of the GRANT.

The final report will include general background information and a narrative description of the project effort.

The cover or first page of the report will include the information shown on the sample title page. The sample title page is contained in the Grant Information Booklet which is referenced in the GRANT.

EXHIBIT CBUDGET INFORMATIONNORWOOD BOROUGH: COASTAL ZONE
LAND UTILIZATION STUDY

<u>Project Work Elements</u>	<u>Costs</u>
Land Utilization Study	\$ 27,000.00
Administration, Coordination and Reporting	<u>3,000.00</u>
Total Grant Amount	\$ 30,000.00

<u>Funding Source</u>	
Federal Share/CZM	\$ 20,000.00
State Share	0.00
Local Share	10,000.00
Other Shares	<u>0.00</u>
Total Grant Amount	\$ 30,000.00

<u>Project Object Categories</u>	
Salaries and Wages	\$ 10,000.00
Fringe	0.00
Overhead	0.00
Travel	0.00
Materials/Supplies	0.00
Consultant	<u>20,000.00</u>
Total Grant Amount	\$ 30,000.00

EXHIBIT D

For the purpose of the clause, the terms "Contractor" and "Grantee" are synonymous.

NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

EXHIBIT E

For the purpose of the provisions, the terms "Contractor" and "Grantee" are synonymous.

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **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.

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

c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.

d. **Financial Interest** means:

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

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

e. **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.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. 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.

5. 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.

6. 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 this agreement except as provided therein.

7. 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.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement 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.

- 10. 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 refer to or concern this agreement. 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.

11. 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.

EXHIBIT " F "
OFFSET PROVISION

For the purpose of the provisions, the terms "Contractor" and Grantee" are synonymous.

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.

EXHIBIT G

For the purpose of the provisions, the terms "Contractor" and "Grantee" are synonymous.

CONTRACTOR RESPONSIBILITY PROVISIONS

1. Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government.

2. If contractor enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the contractor to terminate such subcontracts.

3. The contractor agrees that it shall be responsible for reimbursing the Commonwealth for all necessary and reasonable costs and expenses incurred by the Office of the Inspector General relating to an investigation 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.

EXHIBIT H

For the purposes of these requirements, the terms "Agreement" and "Grant" are synonymous and the terms "Contractor" and "Grantee" are synonymous.

REVISED 1/91

DEPARTMENT OF ENVIRONMENTAL RESOURCES - FEDERAL REQUIREMENTS

If this Agreement is funded in whole or in part with funds from the Federal Government, or by non-Federal funds used to match a Federal grant, the following provisions apply:

1. All work under this Agreement shall be performed in accordance with applicable statutes, rules and regulations of the Federal government. All applicable Federal statutes and provisions of the Code of Federal Regulations in effect on the date of execution of this Agreement are an integral part of this Agreement.
2. All applicable contract provisions specified by the Federal Government in Attachment "O" of OMB Circular A-102, Section 14, entitled "Contract Provisions" are an integral part of this Agreement.
3. If this Agreement is funded in whole or in part by a grant from the United States Environmental Protection Agency, all applicable provisions of Title 40, Parts 33 and 35 (Subpart O), of the Code of Federal Regulations in effect on the date of the Assistance Award for this project, are an integral part of this Agreement. Included within such provisions are the applicable model subagreement clauses set forth at 40 CFR §33.1030, the terms and conditions of which supersede any conflicting provisions of this Agreement. Further, Contractor shall comply with the provisions pertaining to conflict of interest set forth at 40 CFR §35.6550(b)(2)(ii).
4. If the principal purpose of this Agreement is to create, develop, or improve products, processes, or methods; or to explore fields which directly concern public health, safety, or welfare; or the Agreement is in a field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, matters regarding rights to inventions, and materials generated under the Agreement, are subject to regulations issued by the Federal Grantor Agency and the Department. Further this Agreement is subject to Federal Grantor Agency requirements and regulations pertaining to reporting and patent rights if the Agreement involves research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, as well as Federal Grantor Agency requirements and regulations pertaining to copyrights and rights in data.
5. If this Agreement exceeds \$10,000, the Contractor must comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (Title 41, Chapter 60 of the Code of Federal Regulations).

6. Audit Requirements

The Department of Environmental Resources provides Federal financial assistance to a variety of entities which are or are not subject to the provisions of the Single Audit Act of 1984 (31 U.S.C. 7501 et seq.) as promulgated by Office of Management and Budget (OMB) Circular A-128 "Audits of State and Local Governmental Units", and OMB Circular A-133 "Audits of Institutions of Higher Education and Other Nonprofit Institutions." If Contractor receives Federal financial assistance of \$100,000 or more during its fiscal year, either directly from the Federal government or indirectly from a recipient of Federal funds, OMB Circulars A-128 and A-133 require that Contractor shall have an audit made in accordance with the provisions of the respective circular.

If Contractor is a nonprofit institution and receives \$100,000 or more during a fiscal period but receives awards under only one program, Contractor may elect to have an organization-wide audit made in accordance with OMB Circular A-133 or have an audit made of the one program.

If Contractor receives at least \$25,000 but less than \$100,000 of Federal financial assistance during its fiscal year, Contractor may elect to have a single audit made in accordance with OMB Circular A-128 or an organization-wide audit made in accordance with OMB Circular A-133, as appropriate, or have an audit made in accordance with the audit requirements of the laws and regulations governing the program(s) in which it participates.

If Contractor receives less than \$25,000 of Federal financial assistance during its fiscal year, Contractor is exempt from these audit requirements, but is required to maintain records of Federal financial assistance and to provide access to such records by Federal and State agencies or their designees.

If Contractor is a nonprofit institution who is not subject to the provisions of OMB Circular A-133, or is a for-profit organization, Contractor shall be subject to the audit requirements of the laws and regulations governing the programs in which it participates.

Period Subject to Audit

A single audit or organization-wide audit made in accordance with OMB Circular A-128 or OMB Circular A-133, respectively, shall encompass the fiscal period of the Contractor. Audits made on a program-by-program basis shall cover the period as specified in the applicable laws and regulations.

Submission of Audit Reports to the Commonwealth

If a single audit or organization-wide audit is made in accordance with the provisions of OMB Circular A-128 or OMB Circular A-133, Contractor must submit the audit report within 30 days after completion of the audit, but the audit shall be completed and the report submitted not later than 13 months after the end of the Contractor's fiscal year. For audits made on a program-by-program basis, Contractor shall have an audit made and the report submitted in accordance with the applicable laws and regulations. Contractor shall submit five (5) copies of the audit report to the Office of the Budget, Single Audit Coordinator, at:

Commonwealth of Pennsylvania/Office of the Budget
Comptroller Operations/Bureau of Audits
Wagner Building/931 North Seventh Street
Harrisburg, PA 17120

After processing of the report by Comptroller Operations, a copy of the audit report will be sent to the Department.

Technical assistance with respect to the OMB A-128 or OMB A-133 entities will be provided by the Single Audit Coordinator in the Comptroller Office as follows:

<u>Entities Subject To OMB A-128</u>	<u>OMB A-133 Entities Receiving Funding From:</u>	<u>Comptroller Office</u>
All Sewer, Water, Recreation and Solid Waste Authorities (and related governmental agencies)	Departments of Agriculture and Environmental Resources	Public Protection and Recreation Compt. 901 North Seventh St. Second Floor, Pitnick Building Harrisburg, PA 17120 (717) 772-7018
Other categories of Authorities (and related governmental agencies) not assigned to other Comptroller offices		
All other governmental organizations and agencies not assigned to other Comptroller offices		

General Audit Provisions

Contractor is responsible for obtaining the necessary audit and shall secure the services of a public accountant, certified public accountant, or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of Federal financial assistance. However, public accountants licensed with the State Board of Accountancy may perform audits of 100 percent State funded programs.

Contractor shall prepare a Corrective Action Plan to address all material findings of noncompliance or internal control weaknesses disclosed in the audit report. For each finding noted, the Corrective Action Plan should include: (1) a description of the finding; (2) the specific steps to be taken to correct the situation or specific reasons why corrective action is not necessary; (3) a timetable for performance of the corrective action steps; and (4) a description of monitoring to be performed to ensure that the steps are taken. The Corrective Action Plan must be submitted together with the audit report, in accordance with the procedures stated above.

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 the Commonwealth or Federal Agencies. Any such additional audit work will rely on work already performed by the Contractor'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 Contractor.

Audit working papers and audit reports shall be retained by the Contractor's auditor for a minimum of three (3) years from the date of the audit report, unless the Contractor's auditor is notified in writing by the Commonwealth or the cognizant Federal agency to extend the retention period. Audit working papers shall be made available upon request to authorized representatives of the Commonwealth, the cognizant Federal agency or the General Accounting Office.

7. If this Agreement exceeds \$100,000, Contractor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Federal Water Pollution Control Act (33 USC 1368), Section 1424(e) of the Safe Drinking Water Act (42 USC 300h-3(e)), U.S. Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations must be reported to the Department and to the EPA Assistant Administrator for Enforcement.
8. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Comprehensive Energy Plan for the Commonwealth issued under 4 Pa. Code §5.183, in compliance with the U.S. Energy Policy and Conservation Act (Pub.L. 94-163).
9. If this Agreement is (1) a construction contract in excess of \$2,000, or (2) any contract in excess of \$2,500 which involves the employment of mechanics or laborers, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5).
10. If this Agreement is for construction or repair, the Contractor shall comply with the Copeland "Anti-Kick-Back" Act (18 USC 874), as supplemented in Department of Labor regulations (29 CFR, Part 3).

CZ1:92.05PD

AMENDMENT NO. 1
FOR THE NORWOOD BOROUGH: COASTAL ZONE LAND UTILIZATION
STUDY

This Amendment made the 27th day of September, 1993 by and between the Commonwealth of Pennsylvania, acting through the Department of Environmental Resources, party of the first part, hereinafter called the "DEPARTMENT" and

NORWOOD BOROUGH
P.O. BOX 65
10 W. CLEVELAND AVE.
NORWOOD, PA 19074

party of the second part, hereinafter called the "GRANTEE",
WITNESSETH THAT:

WHEREAS, the parties hereto entered into an AGREEMENT dated October 1, 1992, for the services of the GRANTEE in completion of the Norwood Borough: Coastal Zone Land Utilization Study; and

WHEREAS, the DEPARTMENT has determined it necessary to extend the completion date of the AGREEMENT from September 30, 1993 to December 31, 1993, to provide additional time to complete the SCOPE OF WORK contained in the AGREEMENT; and

WHEREAS, the DEPARTMENT has determined that no additional funding is needed in connection with the completion of this project; and

WHEREAS, the Office of Ocean and Coastal Resource Management (OCRM) has authorized a time extension for this project which is a part of the federal Coastal Zone Management Program grant award to Pennsylvania.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed and intending to be legally bound hereby, the parties AGREE AS FOLLOWS:

1. Section II A.1 shall be amended to read:

1. Payments will be made for the work accomplished in accordance with the SCOPE OF WORK during the period up to and including December 31, 1993 or to the completion of work, whichever occurs first.
2. GRANTEE shall comply with the Provisions Concerning The Americans With Disabilities Act, attached hereto as Exhibit "A".

All other terms and conditions not affected by this Amendment shall remain in full force and effect.

EXHIBIT " A "

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing 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 the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. 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 paragraph 1. above.

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