# **Agreement for Consulting Services** between Owner and Pashek + MTR, Ltd.

This agreement is for "professional services", and is made by and between <b>Pashek + MTR, Ltd.</b> , 619 East Ohio Street, Pittsburgh, Pennsylvania 15212, and						
The Owner:	Cranberry Township 2525 Rochester Rd, Suite 100 Cranberry Township, PA 16066					
for the following Project:	Comprehensive Recreation, Parks and Open Space	e Plan				
Professional Services provided:	As described in the attached Proposal, dated April 26, 2022					
Compensation:	\$88,340, Fixed Fee including reimbursable expens	es.				
This Agreement consists of:	<ol> <li>General Provisions</li> <li>Proposal dated April 26, 2022</li> </ol>					
John O. Buerkle, President	<u>19/2022</u> Date Date					
John O. Buerkie, President	Date Date	:				

### **General Conditions to the Agreement for Professional Services**

between Owner and Pashek + MTR, Ltd.

#### 1. Scope of Services

- 1.1 Scope of Services Pashek + MTR, Ltd's services consist of those described in the attached proposal, and as amended.
- 1.2 Standard of Care In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

### 2. Basis of Compensation

- 2.1 Compensation The Owner will pay Pashek + MTR, Ltd. for services performed under this Proposal/Agreement.
- 2.2 Compensation for Additional Services Upon written authorization by the Owner, additional services and fee will be negotiated for services not included under this Agreement. Should the project be delayed longer than twelve (12) months after date of this contract, for reasons other than by Pashek + MTR, Ltd., a revised fee will be negotiated based on current hourly rates.
- 2.3 Reimbursable Expenses Reimbursable expenses are subject to a multiple of 1.1 and include, but are not limited to, reproduction, postage, handling of documents; long distance and facsimile charges; authorized mileage and travel; and Client requested renderings and models.
- 2.4 *Invoicing* Pashek + MTR, Ltd. will invoice the client on a monthly bases for work completed the previous month.
- 2.5 Payment Failure of the Owner to make payments when due shall cause for suspension of services. Owner access to documents (produced prior to or after suspension of services due to failure of payment), as defined herein, will be restricted until payment in full is received.

#### 3. Terms and Conditions

- 3.1 Laws, ordinances, and regulations Pashek + MTR, Ltd. will use its professional efforts to identify laws, rules, and regulations which apply to the project, to interpret the same in a reasonable manner and to produce reports, plans, and other documents which are consistent therewith.
- 3.2 Mediation In an effort to resolve any conflicts that arise during the design and construction of the Project or following completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or Project shall be submitted to nonbinding mediation.

The Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation the primary method of dispute resolution among the parties to all those agreements.

### **General Conditions to the Agreement for Professional Services**

between Owner and Pashek + MTR, Ltd.

- 3.3 Termination In the event of termination of this Agreement by either party, the Client shall within fifteen calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party no less than seven days' written notice for any of the following reasons:
  - 3.3.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
  - 3.3.2 Assignment of this Agreement to any other entity without prior written consent of the other party.
  - 3.3.3 Suspension of the project of the Consultant's services by the Client for more than three months, consecutive or in aggregate.
  - 3.3.4 Material changes in the conditions under which this Agreement was entered into and the failure of parties to reach agreement on compensation and schedule adjustments necessitated by such changes.
- 3.4 Liability In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's officers, directors, partners, employees, shareholders, owners, and subconsultants shall not exceed the Consultant's total fee for the services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 3.5 Corporate Protection It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Pennsylvania corporation, and not against any of the Consultant's individual employees, officers or directors.
- 3.6 Third Party Relationships Nothing contained in this Agreement shall create a contractual relationship with or cause action in favor of a third party against either the Owner/Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Owner's/Client's benefit and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance on nonperformance of services hereunder.
- 3.7 Ownership of Documents The final products produced by the Consultant pursuant to this Agreement, including report, maps, drawings, and other documents prepared by the Consultant, shall be jointly owned by the Owner/Client and PA DCNR. The Owner/Client and PA DCNR shall not reuse these documents, nor make any modification to the Construction Documents without prior written authorization of the Consultant.

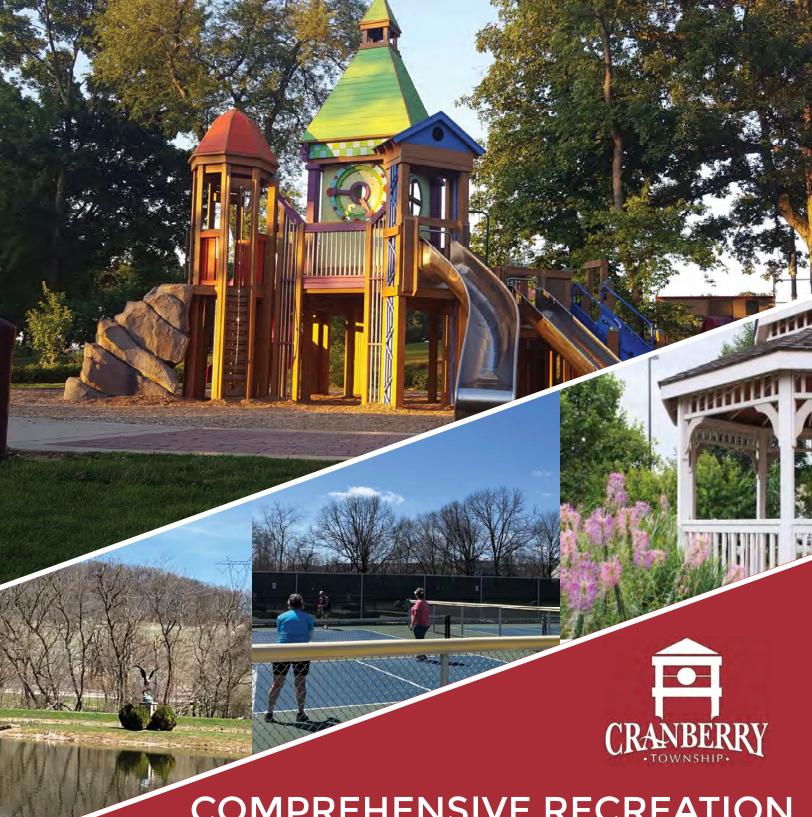
### **General Conditions to the Agreement for Professional Services**

between Owner and Pashek + MTR, Ltd.

- 3.7 Opinion of Probable Cost Opinion of Probable Costs are made based on the experience and qualifications of Pashek + MTR, Ltd. and represent the reasonable judgment as a design professional familiar with the industry. Pashek + MTR, Ltd. has no control over the cost, or availability of labor, materials or equipment, or over market conditions or the provider's method of pricing. Pashek + MTR, Ltd. cannot and does not guarantee that the opinion of probable cost provided to the Owner will not vary from the actual cost experienced by the Owner.
  - If the Owner desires a more detailed opinion of probable cost, the Owner shall retain a separate cost estimating consultant at the Owner's Expense.
- 3.8 Controlling Law This Agreement is to be governed by the laws of the Commonwealth of Pennsylvania, which is the principal place of business of Pashek + MTR, Ltd.
- 3.9 Assignment The Owner and Pashek + MTR, Ltd. respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement. Neither the Owner nor Pashek + MTR, Ltd. shall assign this Agreement without the written consent of the other.
- 3.10 Entire Agreement This Agreement is the entire and integrated agreement between Owner and Pashek + MTR, Ltd., and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Pashek + MTR, Ltd.
- 3.11 Severability In the event that any term or provision of this Agreement is found to be void, invalid, or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of this Agreement shall survive and remain enforceable.
- 3.12 Warranties and Fiduciary Responsibilities No warranty, either expressed or implied, is part of Pashek + MTR, Ltd.'s findings, recommendations, plans, specifications, or professional advice. Pashek + MTR, Ltd. has endeavored to perform services in accordance with general accepted standards of practice in effect at the time of the performance. The Owner acknowledges that neither Pashek + MTR, Ltd. Nor any of our subconsultants owe any fiduciary responsibility to the client or others.

### 4. Owner's Responsibilities

- 4.1 Owner agrees to provide Pashek + MTR, Ltd., with all information, surveys, reports, and professional recommendations requested to provide its professional services. Pashek + MTR, Ltd. may reasonably rely on the accuracy and completeness of these items.
- 4.2 Owner acknowledges that significant changes to the Project schedule, budget, or the Project's scope may require Additional Services performed by Pashek + MTR, Ltd.
- 4.3 Owner shall compensate Pashek + MTR, Ltd. in accordance with the terms of this Agreement.



COMPREHENSIVE RECREATION,
PARKS, AND OPEN SPACE PLAN
PROPOSAL

**DCNR # BCR-TAG-27-214** 

PASHEK # MTR

**APRIL 26, 2022** 



April 26, 2022

Lori Coon, Executive Secretary Cranberry Township 2525 Rochester Rd, Suite 100 Cranberry Township, PA 16066 Lori.Coon@cranberrytownship.org

Re: Comprehensive Recreation, Parks and Open Space Plan

Dear Lori,

Flexibility. Focus on the Issues. Solutions Oriented. Build Consensus. Implementable. These are the words and actions that we believe can drive an exciting Comprehensive Recreation, Parks and Open Space Plan.

Our comprehensive planning process will offer Cranberry Township an objective view of parks, open space, facilities, greenways, amenities, and programs that will lead them into the future. It will include a robust public engagement process so everyone in the community has a say. And it will take into consideration the capacity of the Township to implement the recommendations that are developed. For grand plans may look good on paper, but if the plans do not fit the capacity of the township to be implemented, the plans are of little use.

### **Parks and Recreation Planning Professionals**

Pashek+MTR has completed hundreds of recreation plans across the Commonwealth: Comprehensive Plans, Master Plans, Trail Plans, Pool Plans and Feasibility Studies. Parks and recreation are a significant part of our business.

Our staff includes recreation, community, and greenway planners, landscape architects, and a Certified Parks and Recreation Professional, Certified Playground Safety Inspector, Certified Pool Operator, Heather Cuyler. Heather's experience as a Parks and Recreation Director for over 17 years brings a breadth of experience in administration, planning, maintenance, and operations. John Buerkle brings over 30 years of experience in parks and recreation planning as the Project Advisor. New on our team are Nick Sisco and Adriana Bowman. Nick is both a certified planner and GIS specialist whose talent with graphics will bring your Plan to life. Adriana brings youth, enthusiasm, and analytical skills that will bring the Plan together.

In short: We are committed to the parks and recreation profession and creating a dynamic and implementable Plan that will heighten Cranberry Township's recreational opportunities.

Our planning will position Cranberry Township to align beautifully with DCNR's commitment to recreational improvements throughout Pennsylvania laid out in the Pennsylvania Statewide Comprehensive Outdoor Recreation Plan "Recreation for All" (2020-2024) and the Pennsylvania Land and Water Trail Network Strategic Plan (2020-2024). The result will be greater opportunities for future grants.

### **Creating Plans that Work**

Cranberry Township continues to be one of the fastest growing and desirable communities in the state. Indoor and outdoor recreation space connects communities of all ages and abilities. It also serves as an economic engine for the local economy. This Plan will build upon previous successes of the Township while identifying fresh ideas as well as areas of improvement which will continue to build the strong leadership of the recreational assets and programs Cranberry has. Included in our scope of work will be addressing the following:

- Health and Wellness
- Shifting Demographics
- Inclusive and Equitable Recreation
- Protection of Natural Resources
- Recreation Program Trends
- Implementable Recommendations and Strategies

Bulle J.

Technology

Because of our specific experience in municipal parks and recreation, we understand that the only good plan is one that can be implemented. Pashek+MTR will work very closely with the Township and its residents to develop a plan that will work for you now and in the future. One that your staff and officials will be ready to implement immediately upon adoption.

We at Pashek+MTR are excited about the prospect of working with the people of Cranberry Township in the development of this Plan. We believe you will find Pashek+MTR to be the firm that can best meet your needs. Our firm is located at 619 East Ohio Street in the Historic Deutschtown neighborhood of Pittsburgh, within easy access of your Township.

Thank you for the opportunity to submit this proposal. We believe you will see how our qualifications match up closely with your Request For Proposal for this important project. We look forward to the opportunity to work with you.

Very truly,

John Buerkle, RLA, AICP

Principal, Pashek + MTR, Ltd. jbuerkle@pashekmtr.com Office: 412-321-6362 x102

Cell: 724-272-9144

Heather Cuyler, CPRP, CPS, CPO

Project Manager, Recreation Planner hcuyler@pashekmtr.com

Office: 412-321-6362 x116



## **OUR EXPERIENCE**



### **OUR FIRM**

Pashek+MTR is a leading landscape architecture and community planning firm committed to improving our environment. We care about the people we touch with our projects. We take pride in listening and being responsive to our clients' needs by developing innovative and realistic solutions that meet or exceed their expectations of quality and service.

Pashek+MTR was formed in 1986 to provide professional consulting services to governmental agencies, not-for-profit organizations, institutions, and private-sector firms. Out office is on the North Side of downtown Pittsburgh.

### SPECIALISTS IN PARKS AND RECREATION PLANNING

As experts in the field of park and recreation planning and design, Pashek+MTR has the knowledge and experience to provide you with the high-quality work you desire. We care about the communities we work with and want to see their parks and recreational needs flourish for the people who live in them. In addition to completing hundreds of recreation plans across the Commonwealth, we remain active in the parks and recreation profession and work to stay current. We meet regularly with parks and recreation professionals, attend state conferences, and serve on regional and state-wide committees.

The Department of Conservation and Natural Resources (DCNR) provides metrics to identify local parks and open space and community demands for their recreational and open space needs. We will utilize this data along with the 2020-2024 Pennsylvania Statewide Comprehensive Outdoor Recreation Plan "Recreation for All". The plan's priorities (Health and Wellness, Recreation for All, Sustainable Systems, Funding and Economic Development, and Technology) will be used to develop a plan that fits your community. Our experience with DCNR projects and grants, in addition to the relationship we have with DCNR representatives allows us to complete projects in a manner that will ensure the greatest potential for future DCNR funding.

With our experience, we are able to assist you in finding quality solutions to address your needs and concerns. We have confronted many of the issues that will come up in this study and can share how others have responded. We have built-up a significant network of professional resources over the years and have addressed many of the issues that will appear in this study. We will use our previous experiences and professional expertise to find the appropriate solutions.

Our unique knowledge and skills, along with our commitment to an inclusive public process, provide us with tools required to exceed your expectations on this exciting project.

Our team will be led by Heather Cuyler, Recreation Planner for Pashek+MTR, as the project manager. She has over 20 years of experience in the parks and recreation field, with 17 years as a Parks and Recreation Director. She has seen great success in assisting municipalities in securing grant funding for the implementation of comprehensive plans. With over 30 years experience in parks and recreation planning and partnering with the PA DCNR; John Buerkle, RLA, AICP and President of Pashek + MTR, will provide his expertise as the project advisor. Nick Sisco, AICP and GISP will assist in creating colorful GIS mapping and vivid data analysis. Adriana Bowman, Planner, will be assisting with public engagement and analyzing the input into meaningful information.

### **HOW WE STAND OUT**

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Our planning philosophy emphasizes creating the best possible plan for Cranberry Township. We will do this through:

> **Public Engagement:** We are very proud of the public engagement tools that we use in our plans, including

> > creative approaches such as ice cream socials, ribbon cuttings, open house venues, project

websites. We look forward to talking to you about strategies for engaging residents of

Cranberry.

As the public engagement portion of this plan takes off, we welcome the opportunity to build a community engagement strategy based on public events, a project website, questionnaires and even remote platforms. We have found these tools can be a very effective way of engaging different groups of people. Often unique mixtures of in-person and remote gatherings can be quite productive.

We also prefer to "show not tell." Our digital graphic skills help people connect with their community's story and with our

recommendations. We utilize tools ranging from very attractive GIS mapping to photo simulations that show how improvements can be made. These illustrations capture the interest of residents and serve as a powerful tool for building support for the plan.

To enhance public participation, we will provide a web page dedicated to this project in order to keep residents informed. We will utilize wiki maps, SketchUp,

> and other social media platforms. Click here to see a website for

> > a community we are currently working with in Western Pennsylvania.

What's next for St. Marys parks?

Your input will help the City of St. Marys

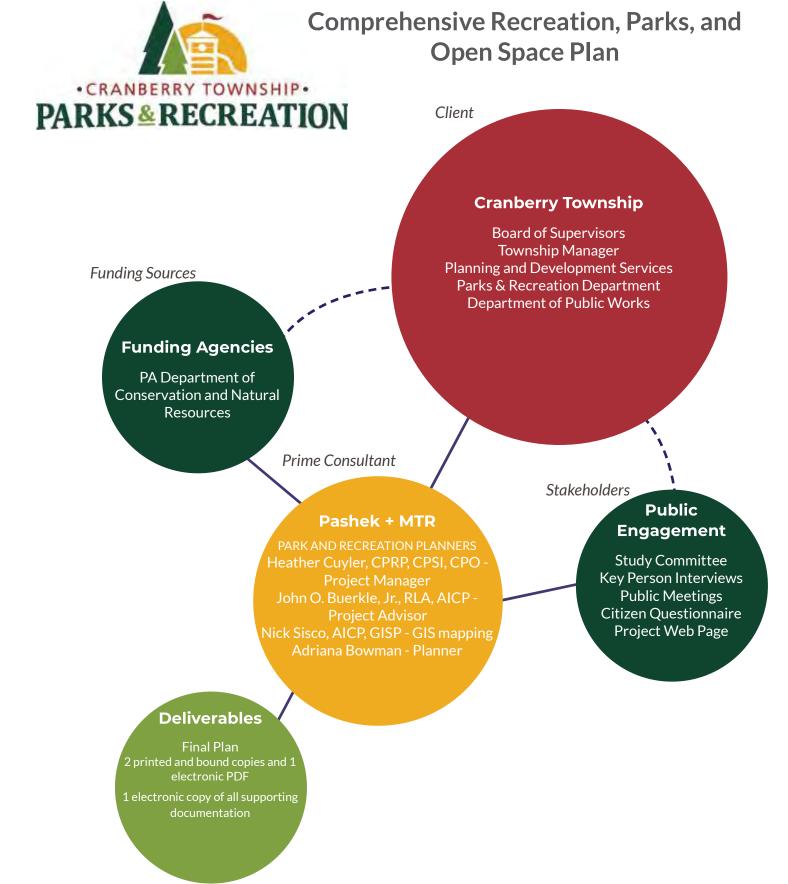
HELP GUIDE THE CITY OF ST. MARYS ATTEND OUR OPEN HOUSE

Building Capacity: We help communities build capacity by identifying individuals and working groups to gain expertise that drives implementation and enhances or develops partnerships to encourage action.





## ORGANIZATIONAL CHART



### METHODS AND PROCEDURE

Through our three-step planning process, Pashek+MTR will fulfill all the requirements described in the Cranberry Township's Comprehensive Recreation, Parks and Open Space Plan's Request for Proposals. Although the following description of the process does not describe every detail of the required Scope of Services, the Township can be assured that our process will comply with all of its requirements.

Our process is guided by seeking answers to the following three simple, yet profound questions:

- I. Where are we now?
- II. Where do we want to be?
- III. How do we get there?

### WHERE ARE WE NOW?

### **INVENTORY AND ASSESSMENT**

We begin the planning process with a thorough inventory and analysis of the existing conditions.

We will conduct a review and analysis of the community background including its setting, history, character, government, and parks system.

We will visit all key recreation sites and open space locations, taking photographic inventories and completing detailed inventory charts. Our inventory charts identify and describe important factors associated with each facility such as:

- Location, size, and ownership of indoor and outdoor recreation facilities
- Enhancements, amenities, and general condition and use
- Required upgrades or major repairs
- ADA, CPSC guidelines, and inclusive design standards compliance
- Available parking
- Connectivity to transportation networks (walk, bike, vehicle, public transit, etc.)
- Natural, cultural or historic significance

We will interview appropriate Township staff, elected officials, and key residents and partners to gather accurate information regarding current administration, staffing, recreation programs, and park facilities located throughout the Cranberry area. We also consider facilities and programs outside the township that are important to residents. These may include community or regional public facilities, as well as major private facilities. This information is compiled to create an overall picture of the current parks, recreation programs, and unique natural resource systems.

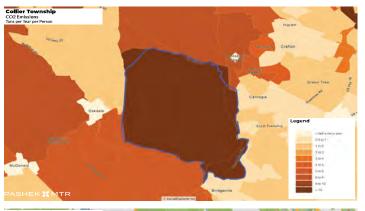
A series of maps will visually depict key inventory features, recommendations and connections. We will utilize programs such as Strava Heat Map and Social Explorer to graphically show this information.

Strava Heat Map allow users to provide tracking data on various recreational activities such as walking, running, and biking. The maps that this data produces show concentrations of activity. The "hotter" the color, the more that route is used for activity, with white and light yellow being the highest activity colors. These maps provide a glimpse of where people are most active which can provide insight on potential areas for community improvements like bike lanes, wider sidewalks, trails, or other improvements. The map to the right shows that some of the most active routes are in the municipality near the Panhandle Trail.

Social Explorer takes various census and public data and presents it in a map format, instead of just numbers. This provides the ability to better visualize the data presented as well as compare a location with other areas. The maps can include CO2 emission rates, age distribution, household data, median age, population density, household income, poverty level, and forest coverage. The CO2 emissions shows the tons of CO2 produced per year per person. The map easily shows that the study area has high emissions, which could lead to investigating

other statistics such as transportation to determine what is contributing to the emissions numbers. Age distribution, household data, and population data are all typical census data that can help provide an overview of the community, indicating the community size and general make up. Income and poverty data provide additional insight on the composition of the community, especially when compared with other surrounding communities. Mapping of the forest coverage allows for some environmental analysis of the community which can be used in conjunction with the CO2 data to analyze emission and sequestration for an area.







We will conduct a thorough review of the:

- 2012 Cranberry Township Recreation, Parks and Open Space Plan
- 2016 The Cranberry Plan Update
- 2017 Butler County Comprehensive Plan
- Other pertinent plans identified by the Township

Information from these sources will be compared and contrasted with the findings of the components of this project.

As part of the process, Pashek+MTR will analyze and assess operations, management, administration, staffing, maintenance, ordinances and financing of the Township's Parks and Recreation facilities and programs. Our firm is a member of the PRPS, Pennsylvania Park Maintenance Institute. The Institute members share strategies and techniques to build capacity and improve the economic, social and environmental health of the communities.

Specific data of existing conditions is used to compare the project area with a number of state and national standards set for parks and recreation facilities.

### We will:

- Inspect playgrounds in Cranberry according to safety standards established by the National Playground Safety Institute, ASTM Standards
- Compare parks sizes and acreage with standards established by the National Recreation and Park Association and Allegheny and Butler County comparables
- Compare metrics, facilities, programs, and staffing with Pennsylvania communities of similar size and characteristics

### WHERE DO WE WANT TO BE?

### **PUBLIC PARTICIPATION PROCESS**

It is important that the Township receive meaningful public input from all sectors of the community in order to develop broad consensus concerning the visions, missions and goals, which will ultimately meet community recreational needs.

Any public participation process must take into account the need to reach busy young families and those whose voices are often unheard. Like many parts of the Commonwealth, we need to make sure our process reaches a diverse and inclusive population.

The public participation process is used to gather information and opinions about existing recreation, park, and open space opportunities along with identifying needs, desires, and concerns. Pashek+MTR proposes a series of six forms of public engagement that will reach many sectors of the community.

- 1. Study Committee meetings (up to 6)
- 2. Public meetings (2), including the public hearing for adoption
- 3. Key Person interviews (up to 20)
- 4. Community Questionnaire
- 5. Project website and Facebook page

Parks, recreation, and open space issues affect the lives of all residents. It is important to provide a public venue for all residents to voice their opinions, identify important issues, and provide feedback on recommendations for the future of their community's recreation and open space system. We know from experience that a wider

variety of input opportunities creates a more engaged community in the planning process and builds support for future park endeavors. With this in mind, we provide a myriad of public engagement opportunities to meet the various needs of the community. Different people like to respond in different ways. Whether a person prefers digital anonymity or enjoys conversing in a more traditional public meeting, we are able to accommodate them all.

### 1. Study Committee Meetings

The Study Committee plays a crucial role during the planning process. We meet with the Committee up to six times. The committee members provide invaluable insight during the inventory and analysis phases of the project. They also act as a sounding board, providing feedback on draft recommendations. We take every opportunity to capitalize on the Committee's familiarity with the community and their knowledge of existing recreation, park, and open space opportunities.

### TIER ONE

Adopt a Vision Statement

Describe where we want to be in 10 - 15 years



## TIER TWO Planning Goals

General goals to move toward fulfilling the Vision Statement



## TIER THREE Implementation Strategies

Very specific and measurable goals intended to accomplish the long- and short-range goals.

### 2. Public Meetings

The community meeting/workshop will introduce the project and the consulting firm to the residents. At the meeting, we will discuss the study process and obtain citizen input.

Our experience in public process suggests that these meetings often provide excellent input. At these meetings, we will use an interactive brainstorming session to generate lists of ideas, issues, and concerns. Everyone in attendance will have the opportunity to share every issue, idea, or concern they have. We have utilized a variety of meeting methods: open houses, SWOT (strength, weakness, opportunity, threat) analysis,

group discussions, community pop-up events, and various online platforms. We will work with the study committee to see what methods make work best in Cranberry Township. These events gives us a clear picture of the key issues facing the area. We will utilize maps and charts to allow attendees to get an up-close and personal look at various components of the plan. These maps will also help them understand the details of the plan. Later in the process, we often use a Power Point presentation to lead attendees through the plan and its recommendations. All attendees will be invited to offer feedback on the plan and its recommendations. Constructive comments and concerns which help solidify the recommendations of the plan will be encouraged. The feedback collected is then used to finalize the recommendations and develop the final plan.

We are prepared to conduct public meetings through digital platforms such as Zoom, Microsoft Teams, or similar meeting platforms. We have had great success using these platforms for public meetings in the past and are willing to use a mix of both web-based and in-person meetings at the discretion of Cranberry.

#### 3. Key Person Interviews

In conjunction with the Study Committee, we will identify residents, community leaders, and members of local organizations who can offer helpful insight. We will interview these people to collect information on current park, recreation, and open space opportunities and what additional opportunities are needed to fulfill residents' needs. These interviews will help us inventory existing opportunities; determine what improvements are needed; and identify parks, recreation, open space, opportunities. We will work with the Committee to develop questions to be asked. The information collected supplements input from other public participation venues. We will conduct up to twenty interviews.





### 4. Community Questionnaire

We will distribute a questionnaire in both a digital online and physical paper form in various public locations. The responses to these questions give us a better understanding of the residents' outlook of their community and how they hope to see it grow.

### 5. Project Social Media

Use of a dedicated website and social media will enable the Township residents and staff to engage in an interactive form of online public input. We will post information to the site throughout the planning process and will continually accept comments from the public. This will allow us to answer residents' questions, comment on their posts, and collect residents' feedback about various aspects of the plan.

### 6. Public Hearing

We will present the final plan at a formal public hearing where it can be adopted as an amendment to the Township Comprehensive Plan. We will present the plan's recommendations and implementation strategies at the hearing. If acceptable, the Board of Supervisors may choose to adopt the plan on the same evening.

### **HOW DO WE GET THERE?**

### VISION, GOALS AND IMPLEMENTATION STRATEGIES

The data collected during the inventory and assessment phase is combined with the input collected through the public participation process to develop recommendations for the future.

We develop realistic recommendations that provide the detailed information necessary for successful implementation. We develop implementation strategy charts which become indispensable tools for the person(s) responsible for the administration of the project's recommendations. The charts will be categorized according to the functional areas identified in the Request for Proposals. The categories may be adjusted to reflect issues identified through the planning process. The charts identify the cost, responsible party, and potential funding source for each strategy. There is also space to record when a project is begun and finished. Recording of on-going and completed projects helps to organize and prioritize future efforts. It also serves as a tally of success stories which helps build public support and secure future funding.

An implementation process will be designed to ensure long-term success of the plan.

A multi-year (1-10 years) capital plan will be devised to assist the Township in financial planning for the future.

### VISION FOR THE FUTURE

We will work with the Study Committee to develop a Vision for the Future of Cranberry Township's recreation, park, and open space. The Vision will be based on the input collected through the variety of public input venues employed throughout the process. The public input will identify key issues that will be analyzed in conjunction with the results of the inventory and analysis phase. The result will be list of vision elements. These elements are then used to create a Vision for the Future. This narrative describes the

Collier Township's
Park and Recreation
Vision

"Create dynamic and sustainable parks, green spaces, and recreation programs that offer a balance of amenities to enhance the quality of life through positivity, diversity and partnerships."

park and recreational needs of Cranberry as it is envisioned by its residents ten or fifteen years from now.

The Vision provides a road map for the future of the community. Future projects can be checked for consistency with the Vision to ensure that the community progresses in the most efficient manner toward the fulfillment of residents' parks, recreation, and open space needs.

### **GOALS**

The key issues that were used to develop the vision statement for each component are refined into a series of goals that are intended to move the Township toward fulfilling their Vision. The goals are broad in nature, designed to be all-encompassing, and based upon community ideas and issues raised through the planning process. The goals reflect the themes that were identified through the public input process and illustrated in the Vision Statement. These goals also provide the organizational structure for the implementation of the recommendations and direction for the future of recreation, park, and open space in Cranberry. Strategies of this plan are organized according to the goal statements developed following the visioning process.

### **IMPLEMENTATION STRATEGIES**

Detailed Implementation Strategies are described under individual Goals. Information collected through both the public participation process and the professional assessment is used to develop these Implementation Strategies. This then sets forth a step-by-step plans for accomplishing each Goal and ultimately fulfilling the community's Vision. A sample Implementation Strategies chart is presented below:

Recommendation	Priority	Responsible Agency	Estimated Cost	Funding Source	Comments
Adopt the Vision for Collier Township Parks 1 as the basis for park development in the Township	S	Collier Township Commissioners	N/A	N/A	See description below.
Upgrade, enhance and expand the existing parks as shown in the chart below.	S-L	Collier Township Commissioners	See chart below	Collier Township	Some projects may be eligible for DCNR or DCED grants.
Complete a Master Site Plan for Hilltop Park.	S	Collier Township Commissioners	\$50,000	DCNR Grant; Collier Township match	See description below.
Work with the National Park Service's "Federal Lands to Parks Program" acquire the former Nike Site as a community park.	S	Collier Township Commissioners	\$5,000	DCNR Grant; Collier Township match	See description of the Federal Lands to Parks Program.

### FINAL REPORT

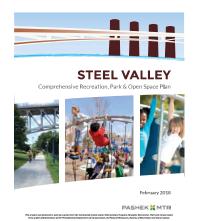
#### **DELIVERABLES**

**Public Hearing:** This plan will be adopted as an amendment to the Township Comprehensive Plan which requires specific procedures described in the Pennsylvania Municipalities Planning Code. One of these requirements is that a formal public hearing be advertised and held. Pashek+MTR will be responsible to plan and present the plan at the public hearing. Cranberry will notify, advertise and record comments at the hearing.

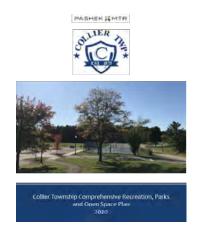
### **Plan Reports and Final Products:**

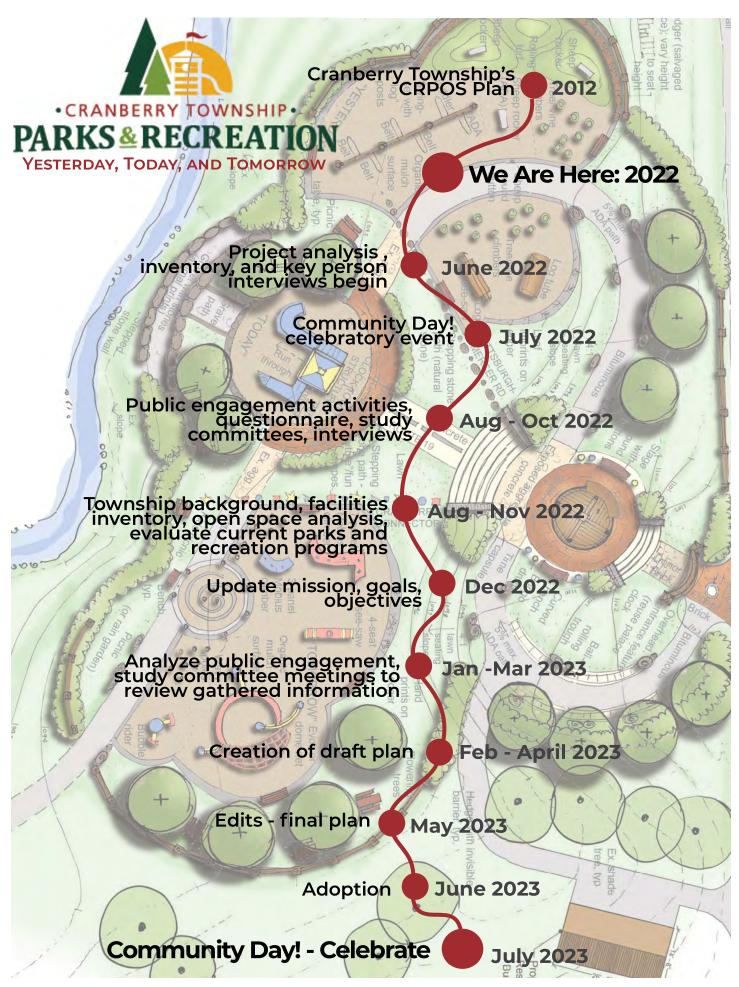
- A. Progress Reports: Pashek+MTR will prepare and submit reports to the Township as requested.
- B. <u>Preliminary Plan</u>: Pashek+MTR will submit a digital copy of the preliminary plan to the Township documenting the findings, conclusions, and recommendations of the planning process.
- C. <u>Final Draft Plan</u>: Following adoption, all revisions will be incorporated into a final draft plan. One bound copy and one electronic copy of the entire final draft plan will be provided to the Township in PDF format for final approval prior to printing the Final Plan.
- D. <u>Final Plan</u>: Pashek+MTR will provide the Township with two (2) high quality, bound copies of the final plan report to the Township with the cover signed, sealed and dated by the design consultant and one (1) electronic PDF copy of the final study report as one complete document.
- E. Pashek+MTR will provide the Township with an electronic copy of all the files used to create the Plan in the native format of the software including all graphics, mapping and document layout.
- F. Pashek +MTR will also submit to the PA DCNR two (2) printed copies of the final Plan with the cover signed, sealed and dated by the design consultant, one (1) electronic PDF of the final Plan and two (2) printed and one (1) electronic PDF of any other deliverables as applicable.

The Final Report will include all components described in the Request for Proposals. We will customize the report to meet your needs.



Interested in seeing a completed Comprehensive Recreation, Park and Open Space Plan?
Click on the covers to look at the complete plan for the Steel Valley and the executive summary for Collier Township.







\$88,340

We propose to complete this work for \$88,340. We will invoice monthly the work completed the previous month.

#### **Cranberry Township** Comprehensive Recreation, Park and Open Space Plan Heather Cuyler John Adriana Nick Sisco Tasks Project Buerkle **Bowman** Reimbursables GIS /Planner Advisor **Planner** Manager 8 A. Plan Purpose, Goals and Objectives 2 B. Public Participation Study Comittee Meetings (up to 6) 22 4 \$500 20 10 Key Person Interviews (up to 20) 16 \$500 Public Meetings (2) including Public Hearing 8 Project Website & Questionnaire 6 2 20 2 12 12 Social Media 8 8 2 8 4 C. Background Information D. Agency Mission Statement, Goals and Objectives 16 8 16 8 E. Agency Administration 16 8 F. Agency Personnel G. Facilities, Connectivity, Open Space Inventory & 48 **Analysis** 6 40 \$180 16 24 8 20 H. Facilities and Equipment Maintenance 36 I. Recreation Programs and Services 20 10 12 4 16 J. Budgets & Financing 6 44 16 4 40 K. Recommendations and Cost Estimates L. Implementation Strategies and Exec. Summary 40 16 16 20 20 N. Draft Plan Review 12 20 16 O. Final Products 24 6 12 12 \$1,000 **Total Hours** 388 96 162 188 \$105 \$145 \$90 \$90 Hourly Rates Total Fees \$40,740 \$13,920 \$14,580 \$16,920 \$86,160 Reimbursables (mileage, postage, printing, etc.) \$2,180 **Grand Total:**

### APPENDIX A

#### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

### The Grantee agrees:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- 3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- 4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

- 6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- 8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18) DCNR-2021-Gen

Gen-GPM - 1 Rev. 8/18

John O. Buerkle, Jr., President April 26, 2022