

LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS REGULAR PUBLIC MEETING

Tuesday, November 12, 2024, 7:00 p.m.



To join the meeting via Zoom:

<https://us02web.zoom.us/j/89808045207?pwd=VEFjCjFYQmNMOg5ObDAS9Ait3NAJlpO.1>

Call #: 1-646-876-9923

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS AND PRESENTATIONS

The Board of Supervisors met in executive session prior to tonight's meeting to discuss matters of real estate and personnel.

PUBLIC COMMENTS

Citizen comments, concerns, questions for items not on the agenda
(Comments on agenda items will be taken when those items are discussed by the Board)

BUILDING AND ZONING

1. Consider the Decision and Order for a Conditional Use application for Ambler Yards, 300 Brookside Avenue, to modify the master plan to add two accessory storage structures behind Building #35.

GENERAL BUSINESS

1. Consider approval of Ordinance #550 setting parameters for a bond issuance
2. Discussion about 2025 budget and authorization to advertise 2025 preliminary budget, as amended at the meeting, for public review and input
3. Approval of invoice report
4. Approval of minutes – October 22, 2024

SUPERVISOR LIAISON REPORTS

Questions about Volunteer Commission Meeting Highlights

STAFF UPDATES

Updates from staff on municipal activities and projects – BUS PATROL VIDEO

SUPERVISORS COMMENTS

Comments or questions from the Board of Supervisors

Adjournment

UPCOMING MEETING DATES*

HUMAN RELATIONS COMMISSION	THURS	01/2025	7:00 P.M.
BOARD OF SUPERVISORS	TUES	11/26/2024	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	11/13/2024	7:00 P.M.
ZONING HEARING BOARD	THURS	11/14/2024	6:00 P.M.
PARKS AND RECREATION	TUES	11/19/2024	6:00 P.M.
PLANNING COMMISSION	WED	11/20/2024	7:00 P.M.

*Please check the Township website to confirm meeting dates and times.

**BEFORE THE BOARD OF SUPERVISORS
OF LOWER GWYNEDD TOWNSHIP, PENNSYLVANIA**

**IN THE MATTER OF THE CONDITIONAL USE APPLICATION
OF AY COMMERCIAL, LP FOR 300 BROOKSIDE AVENUE**

**DECISION AND ORDER OF THE LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

FINDINGS OF FACT

1. Applicant, AY Commercial (the "**Applicant**") is the lessee of certain property known as "Ambler Yards," located at 300 Brookside Avenue, Parcel #39-00-03934-00-5, consisting of +/- 24.47 acres, in Lower Gwynedd Township, Montgomery County, Pennsylvania (collectively, the "**Property**"). (Exhibit T-1).¹

2. The Property is located in the F-Industrial District (the "**F District**"). (Exhibit T-1).

3. The Property is a mixed use campus containing a variety of uses, including office, restaurant, industrial, lab, office, special events, and warehouse. (Exhibit T-1).

4. The Property and the uses permitted thereon are depicted on a certain "Master Plan" (the "**Master Plan**").

5. The Property has been the subject of the following conditional use applications, all of which were approved by the Board of Supervisors (the "**Prior Decisions**"):

(a) By Conditional Use Decision and Order dated September 29, 2015, 300 Brookside Commercial, LP received conditional use approval permitting outdoor events, such as beer gardens and family fun nights, on certain dates and times.

(b) By Conditional Use Decision and Order dated August 23, 2016 ("**2016 CU Decision**"), 300 Brookside Commercial, LP received conditional use approval permitting a mixed-use campus and approving a Master Plan for the Property to permit uses such as industrial, lab, office, special events, and warehouse.

¹ The Applicant leases the Property from BASF Corporation, pursuant to a Ground Lease between BASF Corporation, as Lessor, and 300 Brookside Commercial, LP, as Lessee, dated as of June 12, 2015 (the "**Lease**"). The Lease was subsequently assigned to the Applicant. The Lease grants permission to the Applicant to make this Application.

(c) By Conditional Use Decision and Order dated April 9, 2019 ("**2019 CU Decision**"), 300 Brookside Commercial, LP received conditional use approval amending the Master Plan to enlarge the previously approved area for a farmer's market and to modify the previously approved special events area to include an additional area on the Property.

6. The Prior Decisions are incorporated herein by reference.

7. Condition #3 of the 2016 CU Decision provides, "Any modification of the Proposed Master Plan shall be subject to additional conditional use approval by the Board of Supervisors." Accordingly, any change to the Master Plan must be approved by conditional use.

8. On or about August 7, 2024 the Applicant filed an application seeking conditional use approval ("**Application**") for two (2) chemical storage containers, each twelve feet by twenty-two feet (12'x22') in size (the "**Proposed Structures**"), to be located twenty feet (20') to thirty feet (30') behind Building #35 (the "**Building**"). (Exhibit T-1).

9. A single tenant currently occupies the Building, Entegris, which has been located in Ambler Yards since 2017. The Proposed Structures will be used by Entegris for the storage and dispensing of chemicals necessary for use in Entegris' business. Entegris currently conducts research and development, quality control and manufacturing within the Building. (NT #1; pp. 26).

10. On June 18, 2024, the Township Zoning Hearing Board granted variance relief to allow the Proposed Structures. (Exhibit T-6).

11. The Hearings were held on September 24, 2024 and again on October 22, 2024 (the "**Hearings**").²

12. The Application and Hearings were duly advertised in the Reporter for September 24, 2024. (Exhibit T-3).

² September 24, 2024, Notes of Testimony ("**NT #1**"); October 22, 2024 ("**NT #2**").

13. The Hearings were attended by a quorum of the Board of Supervisors (the “**Board**”), consisting of Danielle A. Duckett, Chairperson, Michael K. Twersky, Esquire, Vice Chair, Janine D. Martin, Dr. Tessie McNeely, and Jimmy Chong, Esquire.

14. The Hearings were also attended by Township Manager Mimi Gleason, Assistant to the Township Manager Jamie Worman, Township Engineer James Hersh, P.E., Township Transportation Engineer, Chad Dixson, P.E. and Township Solicitor Neil Andrew Stein, Esquire.

15. The Applicant was represented by Christen Pionzio, Esquire of Hamburg, Rubin, Mullin, Maxwell & Lupin PC. (NT#1; pp.5).

16. The following Township exhibits were admitted into evidence (NT #1; pp. 4-6):

Exhibit T-1: Application and Addendum dated August 7, 2024, with the following documents attached:

- Deed
- Ground Lease
- Plans of the Proposed Structures
- Existing Master Plan
- Prior Conditional Use Approval Decision of August 23, 2016

Exhibit T-2: Notice of Hearings.

Exhibit T-3: Proofs of Publication.

Exhibit T-4: Review letter of the Township Engineer, Gilmore & Associates dated August 15, 2024.

Exhibit T-5: Meeting minutes of the Lower Gwynedd Township Planning Commission meeting of August 21, 2024, at which meeting the Application was reviewed and recommended for approval.

Exhibit T-6: Zoning Hearing Board Decision and Order dated June 18, 2024.

Exhibit T-7: Township Fire Marshall Memorandum dated September 30, 2024.

Exhibit T-8: Supplementary Memorandum dated October 15, 2024.

Exhibit T-9: Township Building Inspector Letter dated October 7, 2024.

Exhibit T-10: Applicant’s Extension Letter dated October 14, 2024.

17. The following Applicant exhibits were admitted into evidence (NT #1; pp. 8-9):

Exhibit A-1: Aerial Photographs of the Property (Page #1) and Building #35 (Page #2).

Exhibit A-2: Master Plan.

Exhibit A-3: Photographs showing approximate location of one of the Proposed Structures (Page #1) and a photograph of one of the Proposed Structures (Page #2).

18. No one requested party status. (NT #1; pp. 4-5).

19. The Applicant presented several witnesses including Matt Sigel, a principal of the Applicant, and from Entegris, Peter Litak, the Director of Technology; Nega Alemayehu, Site Leader; Glenn Gleason, Facilities & Engineering Manager; and Brian Tulay, Environmental, Health, and Safety Manager. (collectively, the “**Entegris Witnesses**”).

20. Mr. Sigel described the Property, the current uses present on the Property, and the Applicant’s participation in community activities. (NT #1; pp. 10-20).

21. Mr. Sigel also testified that his company maintains insurance should a chemical spill occur. (NT #1; pp. 39).

22. The Entegris Witnesses testified as follows:

(a) The chemicals intended to be stored in the Proposed Structures are known flammable solvents, including Acetone, Acrylic Acid, Ethyl Acetate, Methiodal, Tributylamine, and Tyramine. (NT #1; pp. 22).

(b) Entegris now stores chemicals inside a fire-rated room. (NT #1; pp. 22), which is designed to hold flammables. The room has fire suppression and integrated spill containment. The electrical installations are explosion-proof and are intrinsically safe in case there is release of fumes. (NT#2; pp. 10).

(c) Entegris posits that storing the chemicals in the Proposed Structures is a safer practice for its employees and for the general public, as the Proposed Structures provide a four-hour fire rating rather than current two-hour fire rating. (NT #1; pp. 23).

(d) The Proposed Structures will have an upgraded hard-wired fire suppression system, consisting of a dry chemical base system specifically designed for flammables, as opposed to the water-base system currently in the Building. (NT #1; pp. 25).

(e) The chemicals are not radioactive. (NT #1; pp. 23).

(f) Entegris is a publicly traded company with a market capitalization in excess of Fifteen Billion Dollars (\$15,000,000,000), which together with insurance, provides financial coverage should a spill occur.

(g) The chemicals are kept in 55-gallon drums, stored within the Proposed Structures in an unstacked configuration. The drums are moved to and from the Building on pallets, by forklift operated by trained personnel, or in smaller containers. (NT #1; pp. 41). The drums are drop-rated, and dispensing is performed by bonded and ground connection, beneath fume hoods. The drums are original manufacturer supply drums and meet DOT specifications. Every drum has UN rating, which has the specifications for drop ratings and manufacturer specifications on the drums. (NT#2; pp. 14).

(h) The Proposed Structures are locked when not in use. Security cameras and fire alarms are provided. (NT #1; pp. 40).

(i) The use of the Proposed Structures does not foreclose continued storage of small quantities of chemicals, in fire-protected cabinets. (NT #1; pp. 41).

(j) There is a leak detection and containment system for the Building and the Proposed Structures. Spill containment training is provided to employees, and employees have access to spill containment kits with capacity in excess of fifty-five (55) gallons.

However, the chemicals may simply evaporate if a leak occurred. (NT #1; pp. 26).

(k) Throughout the warehouse there is a trench system designed to contain the entire volume of any spill. If the sprinklers activate, the sprinkler water and chemicals are contained into that trench. (NT #2; pp 12).

(l) Emergency response plans are in place. Spill containment kits are distributed, and the employees are trained in spill response protocols. (NT #2; pp. 15-16).

(m) The Township's Fire Marshal and Building Inspector are of the opinion that storing the chemicals within the Proposed Structures is preferable to and safer than storage of the chemicals within the Building. The Proposed Structures and their use satisfy the requirements of the Pennsylvania Fire Code and the Township Building Code. (See, T-7, T-8).

(n) Various government agencies will supervise the chemical storage and dispensing process, including the Pennsylvania Department of Environmental Protection and OSHA.

(o) The Township Fire Marshall will inspect the Building and Proposed Structures on an annual basis. Entegris conducts its own internal compliance inspections weekly.

(p) Entegris' policies and procedures will incorporate the most current best safety practices for its industry.

(q) The Proposed Structures are intended only for use by Entegris and not by any future owner or tenant of the Building. (NT #1; pp. 46).

23. Al Comly, the Township's Fire Marshall, testified in support of the Application. Mr. Comly was satisfied that the operation of the Proposed Structures, the handling and dispensing of the chemicals, and the spill containment and response systems, would be safe and in compliance with applicable laws, including the Fire Code. (NT#2; pp. 32-43).

24. Kelli Scarlett, the Township's Building Inspector did not testify, but provided a letter confirming her opinion that the storage of chemicals within the Proposed Structures was safer than storage within the Building. (Exhibit T-9).

DISCUSSION AND CONCLUSIONS OF LAW

1. A conditional use is a special exception "which falls within the jurisdiction of the municipal body rather than the zoning hearing board." Williams Holding Grp., LLC v. Board of Supervisors of W. Hanover Twp., 101 A.3d 1202, 1212 (Pa. Cmwlth. 2014) (discussing Section 603(c) of the Pennsylvania Municipalities Planning Code (MPC), Act of July 31, 1968, PL. 805, as amended, 53 P.S. 510603(c).

2. A municipal body may grant a conditional use pursuant to its police powers to regulate land use. *Id.*; Clinton County Solid Waste Authority v. Wayne Township, 643 A.2d 1162, 1168 (Pa. Cmwlth. 1994).

3. The fact that a use is permitted as a conditional use, rather than prohibited, reflects a legislative decision that the use is not per se adverse to the public interest. Hovnanian Pennsylvania Acquisitions, LLC v. Newtown Township Board of Supervisors, 954 A.2d 718, 725 (Pa. Cmwlth. 2008); Susquehanna Township Board of Commissioners v. Hardee's Food Systems, Inc., 430 A.2d 367, 369 (Pa. Cmwlth. 1981).

4. If an applicant satisfies this initial burden, the burden shifts to any objectors to rebut this presumption by establishing that the use will have an unforeseen detrimental impact on the surrounding community. Joseph v. North Whitehall Township Board of Supervisors, 16 A.3d 1209, 1215 (Pa. Cmwlth. 2011); Sheetz v. Phoenixville Borough Council, 804 A.2d 113, 115 (Pa. Cmwlth. 2002).

5. With regard to conditional uses, Section 1298.07 of the Lower Gwynedd Township Zoning Code ("**Zoning Code**") provides:

- (a) The Board of Supervisors may grant approval of a listed conditional use for any district, provided that the standards and criteria set forth in this section are complied with by the applicant for the conditional use. The burden of proving compliance with such standards and criteria shall be on the applicant.
- (b) The applicant shall establish, by credible evidence, that the use or other subject of consideration for approval complies with the declaration of legislative intent of this Zoning Code and with any declaration of legislative intent that may apply specifically to the district for which approval is sought.
- (c) The applicant shall establish, by credible evidence, compliance with conditions of the use enumerated in that section which gives the applicant the right to seek a conditional use.
- (d) The applicant shall establish, by credible evidence, that the proposed use or other subject of consideration for approval does not adversely affect neighboring land uses in any way and, further, that the proposed use or other subject of consideration for approval does not impose upon its neighbors in any way but rather blends in with them in a harmonious manner.
- (e) The applicant shall establish, by credible evidence, that the proposed use or other subject of consideration for approval will be properly serviced by all existing public service systems. The peak traffic generated by the subject of the approval must be accommodated for in a safe and efficient manner, or improvements made in order to effect the same. Similar responsibility must be assumed with respect to other public service systems, including police protection, fire protection, utilities, parks and recreation.
- (f) The applicant shall establish, by credible evidence, that the proposed use or other subject of consideration for approval will be properly designed with regard to internal circulation, parking, buffering and all other elements of proper design.
- (g) The applicant shall provide the Board of Supervisors with sufficient plans, studies or other data to demonstrate that compliance with the permitted uses or with such other regulations as may be the subject of consideration for a conditional use approval is reasonable and appropriate for the instance at hand.

6. In consideration of the testimony and exhibits presented at the Hearings, the Applicant has demonstrated compliance with the conditional use criteria contained in Section 1298.07 of the Zoning Code, subject to conditions set forth herein.

7. The Board finds that the testimony and evidence presented at the Hearings establishes that that the requested conditional use (as conditioned in the following Order) will not adversely affect the public health, safety, and welfare of the community.

ORDER OF THE BOARD BEGINS ON THE FOLLOWING PAGE

ORDER

AND NOW, this 12th day of November, 2024, upon the Application of AY Commercial, LP for conditional use approval to modify the Master Plan to permit two accessory structures (storage containers) for the storage of chemicals, each being twelve feet (12') by twenty-two feet (22') in size, behind Building #35, the Application is hereby **APPROVED**, subject to the following conditions:

1. Nothing in this Decision shall be construed as either an express or implied waiver of any provision of any applicable ordinance of Lower Gwynedd Township. No level of development is guaranteed by virtue of this Conditional Use Approval.

2. All use and development shall be consistent with the testimony and exhibits submitted to the Board during the Hearings.

3. The Applicant and/or Entegris shall follow the procedures for the issuance of any required permits by the Township and/or third-party agencies.

4. The Applicant and Entegris shall comply with all objective criteria set forth in the Zoning Code and shall demonstrate compliance to the satisfaction of the Township, prior to issuance of any permit.

5. The Applicant and Entegris shall comply with any requirements of the Township regarding chemical storage, and upon the request of the Fire Marshall, will provide (i) a list of chemicals stored at the Property; (ii) the current Hazardous Materials Management Plan; and (iii) the current Hazardous Materials Emergency Plan, incorporating the most recent best practices in Entegris' industry.

6. The Applicant and Entegris shall provide a telephone number and email address for primary local contacts in the event of an emergency. Entegris shall update the contact information as needed.

7. The Applicant and Entegris shall comply with all applicable statutes, codes and ordinances during the permitting and installation of the Proposed Structures.

8. The Applicant and Entegris shall provide the Township with evidence of insurance to cover a spill or release of chemicals.

9. The Applicant and/or Entegris shall obtain and provide to the Township any necessary third-party agency approvals and permits.

10. Entegris will keep the Proposed Structures locked when not in use and will install and keep in good operating condition at all times, a camera, fire alarm, and containment system for each of the Proposed Structures.

11. Entegris shall contract with Clean Harbors or another emergency response provider approved by the Township Fire Marshall.

12. Compliance with all conditions of approval shall be at Applicant's sole cost and expense, with no cost or expense to be borne by the Township.

13. This conditional use approval is limited to Entegris and its occupancy of Building #35, and is not transferable to any subsequent owner, tenant or user unless approved by the Board as a modification of this Order.

14. The conditional use granted herein shall be subject to the expiration provisions of 1298.07(i) of the Zoning Code.

15. With respect to future proposed changes to the Master Plan, a proposed amendment to the existing approved version of the Master Plan (“**Master Plan**”) shall be considered a “minor amendment” (“**Minor Amendment**”) and shall not require conditional use approval from the Board of Supervisors, if the Zoning Officer confirms that the Minor Amendment complies with all of the following criteria:

(a) The Minor Amendment only includes uses permitted by right in the F-Industrial District as set forth in Chapter 1287, Section 1287.02(h)(1) (Use Regulations).

(b) The Minor Amendment complies with all dimensional requirements listed in Chapter 1287 or has been the subject of dimensional relief granted by the Zoning Hearing Board.

(c) The Minor Amendment complies with all requirements of any applicable overlay district.

(d) The Minor Amendment only approves:

(1) Changes to the location or design of required parking, loading, or landscape areas that do not reduce the total amount of required parking, loading, or landscape area shown in the Master Plan; or

(2) Temporary and accessory uses, facilities or structures that are consistent with the overall intent of the Master Plan; or

(3) Additions to buildings or changes in building footprints, including the footprints of new buildings, that do not increase building coverage by more than five thousand square feet (5,000 sf.); or

(4) Additions to buildings that do not cumulatively increase the building coverage by more than ten thousand square feet (10,000 sf.), measured collectively with any other additions to buildings or building footprints approved since the date of the original Master Plan approved by the Board of Supervisors on August 23, 2016; or

(5) Temporary recreational or social events, including temporary structures and facilities used for such events.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

ATTEST:

**LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

MIMI GLEASON, TOWNSHIP MANAGER

By: _____
DANIELLE A. DUCKETT, CHAIRPERSON

By: _____
**MICHAEL K. TWERSKY, ESQUIRE,
VICE CHAIR**

By: _____
JIMMY CHONG, ESQUIRE

By: _____
JANINE D. MARTIN, ESQUIRE

By: _____
TESSIE MCNEELY, PHD

Memo

To: Board of Supervisors
From: Mimi Gleason, Township Manager
Date: November 8 , 2024
Re: Bond issuance



Recommended Motion: To adopt Ordinance # 550 setting parameters for a bond issuance

The Township continues to make progress in the steps leading to a new Public Works Facility. GKO, the architect for the project, completed a feasibility study and needs assessment earlier this year. We are in discussions for land acquisition and reviewing a proposal for design. Financing will be needed shortly to pay for land acquisition and design of the new facility in the form of a \$5 million bond issuance.

At the Board's October 22nd meeting, Jamie Schlesinger from PFM, the Township's financial advisor, reviewed the steps involved in a bond issuance, including adoption of a "parameters ordinance". That ordinance is before the Board for approval at tonight's meeting and would authorize the financing team to proceed as long as the parameters in the ordinance are met. PFM, Stifel (the underwriter) and Obermeyer Rebman Maxwell and Hippel (bond counsel) will have representatives at the meeting to discuss the parameters and answer any questions.

There are tax advantages to issuing the bonds by the end of this calendar year. Given the complexity of the process of selling bonds, this ordinance would need to be adopted at tonight's meeting to meet that deadline.

**LOWER GWYNEDD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 550

AN ORDINANCE OF THE LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS, MONTGOMERY COUNTY, PENNSYLVANIA (THE “TOWNSHIP”) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 Pa. C.S. Chs. 80-82 (THE “DEBT ACT”); SETTING FORTH ITS INTENTION TO AUTHORIZE AND DIRECT THE INCURRENCE OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES TO BE ISSUED EITHER TOGETHER OR SEPARATELY, ON A TAX-EXEMPT BASIS (COLLECTIVELY, THE “BONDS”) IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF UP TO \$6,500,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE (1) THE ACQUISITION, DEVELOPMENT AND DESIGN OF A PORTION OF THE REAL PROPERTY LOCATED AT 1201 SUMNEYTOWN PIKE, SPRING HOUSE, LOWER GWYNEDD TOWNSHIP, PENNSYLVANIA FOR USE AS THE TOWNSHIP’S NEW PUBLIC WORKS FACILITY; AND (2) PAY THE COSTS AND EXPENSES OF ISSUING THE BONDS (COLLECTIVELY, THE “PROJECT”); MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION WITH THE PROJECT; ACCEPTING A NEGOTIATED PROPOSAL FOR THE PURCHASE OF THE BONDS; PROVIDING THAT THE BONDS, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE TOWNSHIP; AUTHORIZING THE DESIGNATION OF ONE OR MORE SERIES OF THE BONDS AS A “QUALIFIED TAX-EXEMPT OBLIGATION” AS DEFINED IN SECTION 265(b)(3)(B) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”); PROVIDING FOR THE MANNER OF EXECUTION AND OTHER PROVISIONS OF THE BONDS; APPOINTING A PAYING AGENT; COVENANTING TO BUDGET IN EACH FISCAL YEAR WHEN DUE; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE TIMELY PAYMENT OF DEBT SERVICE ON THE BONDS; ESTABLISHING A SINKING FUND AND PROVIDING FOR PAYMENT OF THE BONDS THEREFROM; DIRECTING THE DEPOSIT OF THE PROCEEDS OF THE BONDS; AUTHORIZING AND DIRECTING THE PREPARATION, VERIFICATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE AND RELATED MATERIAL WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TOGETHER WITH AN APPLICATION BY THE TOWNSHIP FOR THE APPROVAL OF THE INCURRENCE OF SUCH NON-ELECTORAL DEBT AND ISSUANCE OF THE BONDS; MAKING CERTAIN COVENANTS WITH RESPECT TO THE BONDS RELATING TO FEDERAL TAX AND SECURITIES LAWS; AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE BONDS AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE OF THE BONDS, UPON THE APPROVAL OF PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC

DEVELOPMENT; DIRECTING THE PROPER OFFICERS AND OFFICIALS OF THE TOWNSHIP TO DO ALL THINGS NECESSARY TO CARRY OUT SUCH ORDINANCE; AND RESCINDING ALL INCONSISTENT ORDINANCES.

WHEREAS, Lower Gwynedd Township, Montgomery County, Pennsylvania (the "Township") is a political subdivision of the Commonwealth of Pennsylvania and is a "local government unit" under terms of the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Debt Act"); and

WHEREAS, the Board of Supervisors of Lower Gwynedd Township (the "Board of Supervisors") has determined to incur non-electoral indebtedness and issue Bonds (as defined herein) in accordance with the Debt Act, the proceeds of which shall be used for the purpose of providing funds for (1) the acquisition, development and design of a portion of the real property located at 1201 Sumneytown Pike, Spring House, Lower Gwynedd Township, Pennsylvania for use as the Township's new public works facility; and (2) paying the costs and expenses of issuing the Bonds, as hereinafter defined (collectively, the "Project"); and

WHEREAS, the Board of Supervisors has determined that it is in the best interest of the Township to sell the Bonds through a private negotiated sale, and to establish certain parameters under which it will accept a proposal for the purchase of the Bonds; and

WHEREAS, the Township has received an acceptable proposal for the purchase of the Bonds from Stifel Nicolaus & Company, Inc. (the "Purchaser" or "Bond Purchaser") and desires to authorize the acceptance of such proposal (the "Bond Purchase Agreement") and the issuance of the Bonds for the purposes set forth herein, upon the terms and conditions within, and subject to the parameters set forth herein; and

WHEREAS, the Township desires to authorize the issuance of one or more series of its General Obligation Bonds, Series of 2024, in the aggregate principal amount of up to \$6,500,000 for the purposes set forth herein, on a tax-exempt basis, upon the terms and conditions and in the form as herein provided (the "Bonds"), and to authorize the acceptance of the proposal for the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township as follows:

SECTION 1. Establishment of Parameters for Bonds. The Township hereby establishes that the issuance of the Bonds authorized hereunder shall be subject to the Bonds satisfying the following parameters: (a) the Bonds shall not exceed \$6,500,000 in aggregate principal amount (net of original issue discount); (b) the Bonds shall not mature later than the dates set forth on Schedule "A" attached hereto and made part hereof; (c) the purchase price for the Bonds shall not be less than 95% or more than 125% of par of the Bonds; (d) the Underwriter's discount shall not exceed \$6.50 per \$1,000 of Bonds; and (e) the maximum principal amounts and the maximum interest rates shall not exceed those stated on Schedule "A". The Township hereby acknowledges receipt of the Bond Purchase Agreement from the Purchaser, pursuant to which the Township agrees to sell the Bonds to the Purchaser satisfying the conditions and parameters set forth therein

as shall be confirmed as set forth below. A copy of the Bond Purchase Agreement shall be delivered to the Secretary of the Township and shall be affixed to and shall become part of this Ordinance. The Bond Purchase Agreement is hereby approved and accepted and the Chairperson and Secretary of the Board of Supervisors or the Vice Chair or Assistant Secretary, in the absence of the Chairperson or Secretary, respectively, or any duly elected officers, as the case may be, are hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the Township in accordance therewith, and deliver a copy of the executed Bond Purchase Agreement to the appropriate parties. Upon determination by the Chairperson or Vice Chair of the Township that the Addendum to the Bond Purchase Agreement (as defined below) submitted to the Township by the Purchaser meets the parameters set forth above, and that the timing of the proposed closing is appropriate, the Chairperson and Secretary of the Board of Supervisors or the Vice Chair or Assistant Secretary, in the absence of the Chairperson or Secretary, respectively, or any duly elected officers, as the case may be, are hereby authorized to accept and execute on behalf of the Township an Addendum to the Bond Purchase Agreement (as hereinafter defined) for each series of Bonds in accordance therewith, and deliver a copy of the same to the Secretary of the Board of Supervisors pursuant to the procedure set forth below.

The Township's Board of Supervisors is hereby authorized and directed to review and approve the final terms of the Bonds presented by the Purchaser including, without limitation, the final interest rates, initial offering prices and yields and any other appropriate terms and conditions applicable to the Bonds, and to determine if such terms are within the parameters established hereunder. Upon presentation by the Purchaser of the final terms of the Bonds in satisfaction of the conditions and parameters set forth in the Bond Purchase Agreement and this Ordinance, the Chairperson and Secretary of the Board of Supervisors or the Vice Chair or Assistant Secretary, in the absence of the Chairperson or Secretary, respectively, or any duly elected officer, as the case may be, are hereby authorized and directed to confirm in writing that such conditions and parameters have been satisfied, to accept the final terms of the Bonds, to execute and deliver an addendum to the Bond Purchase Agreement for each series of Bonds issued pursuant to this Ordinance (each, an "Addendum to the Bond Purchase Agreement") setting forth the final terms of the Bonds and to authorize the release of the Bonds upon settlement.

SECTION 2. Authorization of Issuance of Bonds and Approval of Project. The Township hereby approves the Project described in the recitals hereto and authorizes the incurring of indebtedness pursuant to the Debt Act by the issuance of the Bonds in the maximum aggregate principal amount of up to \$6,500,000, in one or more series, for the purpose of providing funds for and toward the costs of the Project, including the financing of expenses associated therewith. The Project is being undertaken by the Township for the purpose of providing funds for (1) the acquisition, development and design of a portion of the real property located at 1201 Sumneytown Pike, Spring House, Lower Gwynedd Township, Pennsylvania for use as the Township's new public works facility; and (2) paying the costs and expenses of issuing the Bonds.

SECTION 3. Useful Life/Realistic Cost Estimates. It is hereby determined and declared that in accordance with Section 8142(a)(1) of the Debt Act, the average useful life of the Project is forty (40) years. It is hereby certified that if two or more series of Bonds are issued, the aggregate principal amount of each series of Bonds shall mature prior to the end of the useful life of the

Project component which is (or the Project components which are) financed by such series of Bonds.

SECTION 4. Non-Electoral Debt. All of the debt to be incurred upon issuance of the Bonds shall be incurred as non-electoral debt.

SECTION 5. Execution of Debt Statement and Bonds and Filing of Debt Proceedings. The Chairperson and Secretary of the Board of Supervisors or the Vice Chair and Assistant Secretary, in the absence of the Chairperson or Secretary, respectively, or any duly elected officers, as the case may be, are hereby directed to prepare and certify and to file the debt statement required by Section 8110 of the Debt Act, to execute and deliver the Bonds, and to prepare and certify all filings required pursuant to Section 8111 of the Debt Act, pertaining to the submission to the Pennsylvania Department of Community and Economic Development (the "Department"), of the transcript of the proceedings, which shall include certified copies of the Ordinance, proofs of proper publication, the accepted proposal for the purchase of the Bonds and such other documents as may be necessary in connection with the same, and to take all such further action and to execute and deliver such other documents as may be necessary or appropriate to comply with all requirements of the Debt Act or to carry out the intent and purposes of this Ordinance.

SECTION 6. Terms and Form of Bonds. The Bonds when issued shall be general obligation bonds issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or in any integral multiple thereof, shall be payable at the place and in the manner, and shall be substantially in the form attached hereto as Schedule "B". The Bonds shall be dated the date of issuance (the "Issuance Date"), shall bear interest from the Issuance Date at rates per annum not to exceed the rates per annum, and mature on the dates set forth in Schedule "A" and as established in accordance with and within the parameters established hereunder. The Bonds shall be numbered as issued without regard to denomination or maturity.

SECTION 7. Appointment of Paying Agent and Sinking Fund Depository. U.S. Bank National Association is hereby appointed to serve as paying agent, bond registrar, and sinking fund depository (the "Paying Agent") for the Bonds. The Chairperson and Secretary of the Board of Supervisors or the Vice Chair and Assistant Secretary, respectively, or any duly elected officers, as the case may be, are directed to contract with the Paying Agent to obtain its services in the aforementioned capacities. The Township shall cause to be kept, and the Paying Agent is hereby directed to keep, at the designated corporate trust offices of the Paying Agent, books for the registration, exchange, and transfer of Bonds in the manner provided herein and therein so long as the Bonds shall remain outstanding. The Paying Agent is hereby directed to make such registrations, exchanges, and transfers without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 8. Establishment of Sinking Fund. The Township hereby establishes with the Paying Agent a sinking fund (the "Sinking Fund") for the payment of the Bonds. The Treasurer of the Township shall pay the amounts required for payment of the Bonds into the Sinking Fund, which shall be maintained until such Bonds are paid in full. Sums sufficient to meet the requirements of the semi-annual interest payments and scheduled maturities of the Bonds shall be

deposited into the Sinking Fund no later than the date when interest or principal is to become due on the Bonds. The funds in the Sinking Fund shall be subject to withdrawal by the Paying Agent only to pay the principal and interest on the Bonds as the same becomes due and payable in accordance with the terms thereof. The Township hereby covenants that such monies, to the extent required, will be applicable to such purpose. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust offices of the Paying Agent. Provided however, that if more than one series of Bonds is issued, a separate Sinking Fund shall be established for each series.

SECTION 9. Covenant to Pay Bonds. The Township covenants that, to the fullest extent authorized under law:

a. The amount of the debt service with respect to the Bonds payable in each fiscal year shall be included in the Township budget for that year;

b. The Township shall appropriate such amounts from its general revenues necessary for the payment of such debt service;

c. It shall duly and punctually pay, or cause to be paid from the Sinking Fund or any other of its revenues or funds, the principal of and interest due upon the Bonds, to the extent of its obligations, on the dates, at the places and in the manner stated in the Bonds, according to the true intent and meaning thereof; and

d. For such payment, budgeting and appropriation of the Township herewith irrevocably pledges its full faith, credit, and taxing power.

The covenants contained in this Section shall be specifically enforceable.

SECTION 10. Sale of Bonds. In compliance with Section 8161 of the Debt Act and after due consideration, the Board of Supervisors hereby determines that a private sale by negotiation is in the best financial interest of the Township. The Bonds shall be sold at private sale by negotiation upon receipt of an acceptable proposal for the purchase thereof from the Purchaser in the form of the Bond Purchase Agreement, which shall be in compliance with the provisions of the Debt Act.

SECTION 11. Acceptance of Proposal for Purchase of Bonds. The Township hereby acknowledges receipt of a proposal from the Purchaser in the form of the Bond Purchase Agreement, which has been delivered to the Secretary of the Township and shall be affixed to and shall become part of this Ordinance. The Township hereby finds the Bond Purchase Agreement to be in conformity with the requirements of the Debt Act and of this Ordinance, and is hereby authorized to accept the Bond Purchase Agreement and upon receipt of the Addendum to the Bond Purchase Agreement pursuant to Section 1 of this Ordinance is further authorized to sell the Bonds to the Purchaser as provided in the Bond Purchase Agreement and the Addendum to the Bond Purchase Agreement. The officers of the Township are hereby authorized to deliver the Bonds to the Purchaser upon receipt of the principal amount thereof and upon compliance with all of the

conditions precedent to such delivery required by the Debt Act, the Ordinance, the Bond Purchase Agreement and the Addendum to the Bond Purchase Agreement.

SECTION 12. Execution, Authentication and Delivery of Bonds. The Bonds, when issued, shall be executed either manually or by facsimile by the Chairperson or Vice Chair of the Board of Supervisors and shall have the corporate seal or facsimile thereof of the Township affixed thereto and be duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) of the Board of Supervisors. The Bonds shall be authenticated by the manual signature of the Paying Agent. The Chairperson or Vice Chair and Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) are authorized and directed to deliver the Bonds, but only after the Department has certified its approval pursuant to Section 8204 of the Debt Act, and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance, sale and delivery of the Bonds, all in accordance with the Debt Act, this Ordinance, the Bond Purchase Agreement and the Addendum to the Bond Purchase Agreement.

SECTION 13. Appointment of Securities Depository. The Bonds shall be issued in book-entry form only, and one bond shall be registered for each maturity in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York (“DTC”), which shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system (“DTC Participants”). Each bond will be in the aggregate principal amount of such maturity as established in accordance with the final terms of the Bonds within the parameters set forth herein. The Township shall cause the Bonds to be delivered to DTC for the benefit of the Bond Purchaser on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the “Beneficial Owner”) will not receive certificated Bonds and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant’s in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the Township nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The Township is authorized to execute such documents as may be necessary or desirable in connection with DTC’s services as securities depository. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Township and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the Township officials then holding the offices set forth in Section 12 of this Ordinance are hereby authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Bonds.

SECTION 14. Redemption Provisions. Specific redemption provisions, including mandatory redemption provisions, if any, will be as set forth in the Bond Purchase Agreement or the Addendum to the Bond Purchase Agreement, and as further set forth in the Bonds.

The Paying Agent shall give notice of any such redemption by first class mail, postage prepaid, mailed not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered owner of the Bonds to be redeemed at its registered address as it appears on the bond register maintained by the Paying Agent, or such other notice of redemption as deemed appropriate. Such notice having been mailed and funds sufficient for redemption having been deposited with the Paying Agent, the Bonds so called for redemption shall become due and payable on the date fixed for redemption and interest thereafter shall cease to accrue thereon, whether such Bonds shall be presented for payment or not.

SECTION 15. Limitation on Indebtedness. It is declared that the debt to be incurred hereby, together with any other indebtedness of the Township, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the Township.

SECTION 16. Federal Tax Covenants. The Township hereby covenants with the holders of the Bonds that it will at all times do and perform all actions and things within its power which are necessary or desirable in order to assure that interest paid on the Bonds will, for purposes of U.S. federal income taxation, be and remain excludable from the gross income of the recipients thereof and that it will refrain from doing or performing any act or thing that would cause such interest not to be so excludable and to otherwise comply with the requirements of Section 103, and Sections 141 through 150, of the Code. The Township further covenants with the holders of the Bonds that it will make no investment or other use of the proceeds of the Bonds, which, if such investment or use had been reasonably expected on the date of issuance of the Bonds would cause the Bonds to be “arbitrage bond(s)” within the meaning of Section 148 of the Code, and the regulations applicable thereto and that this covenant shall extend throughout the term of the Bonds and shall apply to all amounts which are proceeds of the Bonds for purposes of said section and regulations. Neither the Treasurer nor any other official or agent of the Township shall make any investment inconsistent with the foregoing covenant. The Treasurer and all other Township officials responsible for investment shall request and follow, if given, the advice or direction of bond counsel for the Township (the “Bond Counsel”) as to investments, which may be made in compliance with this covenant. The appropriate officers of the Township are hereby authorized to execute a federal tax certificate (the “Federal Tax Certificate”) to carry out the foregoing covenants.

The Federal Tax Certificate shall be substantially in the form acceptable to Bond Counsel, with such changes as may be approved by the officer executing the Federal Tax Certificate, upon the advice of Bond Counsel, such approval to be conclusively evidenced by such officer’s execution of the Federal Tax Certificate. If required under the Federal Tax Certificate, there shall be established a “bond rebate fund,” which shall be held and maintained by the Township in accordance with the Federal Tax Certificate, separate and apart from other funds of the Township. The foregoing tax covenants in this Section 16 may be excused or modified if, and to the extent that, the Township receives an opinion of nationally recognized bond counsel that such absence of

compliance will not adversely affect the excludability of interest on the Bonds from U.S. federal income taxation.

For purposes of this Ordinance and the undertaking of the Project, the Township reasonably expects that the Bonds will be designated by the Township or will be deemed designated under Section 265(b)(3)(D)(ii), as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The Township has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Bonds, will result in more than \$10,000,000 of tax-exempt obligations being issued in 2024. For purposes only of the foregoing sentence, the term “tax-exempt obligation” shall include any “qualified 501(c)(3) bond,” as defined in Code Section 145, but shall not include any other “private activity bond,” as defined in Code Section 141(a), any obligation which would be an “industrial development bond” or a “private loan bond,” as defined in Sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to Sections 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation. The Township hereby authorizes the proper officers of the Township to execute a certificate to that effect at the time of the issuance of the Bonds.

SECTION 17. Covenant to Provide Continuing Disclosure. The Township is hereby authorized and directed to execute and deliver to the Bond Purchaser a continuing disclosure certificate or agreement (the “Continuing Disclosure Agreement”), pursuant to which the Township shall covenant with the holders from time to time of the Bonds, in accordance with Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”), to provide to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) system or such depository specified pursuant to Rule 15c2-12, on an annual basis, certain financial and other information concerning the Township and notices, from time to time as applicable, of certain specified events as required to be disclosed by Rule 15c2-12, and as set forth in the Continuing Disclosure Agreement. The Chairperson, Vice Chair and other proper officers of the Township are hereby authorized to execute and deliver the Continuing Disclosure Agreement containing such provisions as are deemed necessary or appropriate by Bond Counsel and as are approved by such officers of the Township executing the same.

SECTION 18. Approval of Official Statement. The appropriate officers of the Township authorized by this Ordinance to accept the final terms of the Bonds are hereby authorized to approve a Preliminary Official Statement together with any necessary supplements or amendments thereto (collectively, the “Preliminary Official Statement”) for the Bonds in the form to be prepared in connection with the public offering and sale of the Bonds by the Bond Purchaser, and such Preliminary Official Statement as so approved shall be “deemed final” by the Township as of its date for purposes of Rule 15c2-12. A final Official Statement together with any necessary supplements and amendments thereto (collectively, the “Official Statement”) setting forth the final terms of the Bonds within the parameters established hereunder as accepted by the Township, substantially in the form of the Preliminary Official Statement approved by the appropriate officers of the Township in accordance with the foregoing provisions with such additions and other changes, if any, as may be approved by the appropriate officers of the Township with the advice of the Township Solicitor and containing the final terms of the Bonds, shall be prepared and

delivered to the Bond Purchaser within seven (7) business days from the date of the Addendum to the Bond Purchase Agreement, and the Township hereby approves the use thereof in connection with the public offering and the sale of the Bonds.

SECTION 19. Bond Insurance. If the Bond Purchase Agreement or an Addendum to the Bond Purchase Agreement so provide, and lower interest costs would thereby be available to the Township, the officers of the Township are hereby authorized to purchase a policy of insurance guaranteeing the payment of the principal of and interest on all or a portion of the Bonds, to pay the premium for such policy from the proceeds of the Bonds and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the Bonds issued under this Ordinance may include a statement of the terms of such insurance policy and the Authentication Certificate of the Paying Agent appearing on each Bond may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

SECTION 20. Application of Bond Proceeds. The purchase price of the Bonds and any accrued interest payable by the Bond Purchaser shall be paid to the Paying Agent on behalf of the Township. In addition, the Township shall deposit with the Paying Agent any bid security and make such additional deposits of cash from the funds of the Township as shall be necessary to cover all of the issuance costs of the Bonds. Upon receipt of such funds, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall make the deposits and disbursements set forth on the Closing Statement executed by the officers of the Township, for the payment on behalf of the Township of the costs of the issuance and sale of the Bonds, upon presentation of proper invoices therefor, and shall deposit the remaining proceeds of the Bonds in a segregated Project Fund which shall be established by the Township, and applied toward the payment of the remaining costs of the Project.

SECTION 21. Reimbursement. The Township hereby declares its official intent that it may reimburse itself from proceeds of the Bonds for part or all of (a) those costs of the Project which have been paid by the Township during the sixty (60) day period ending on the date of this Ordinance and (b) such other costs of the Project which have been paid by the Township prior to the date of this Ordinance and which may properly be reimbursed from proceeds of the Bonds pursuant to Treasury Regulation 1.150-2.

SECTION 22. Officers Authorized to Act. For purposes of expediting the closing and the issuance and delivery of the Bonds, or in the event that the Chairperson of the Board of Supervisors or the Secretary of the Board of Supervisors shall be absent or otherwise unavailable for the purpose of executing the documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Resolution, the Vice Chair of the Board of Supervisors or the Assistant Secretary, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the Township in their stead.

SECTION 23. Further Actions. The Chairperson and Secretary of the Board of Supervisors or the Vice Chair and Assistant Secretary, in the absence of the Chairperson or Secretary, respectively, or any duly elected officers, as the case may be, are hereby authorized to execute any agreements, instruments or documents and to do or cause to be done any and all acts

and things deemed necessary or appropriate for the carrying out of the purposes of this Ordinance and to comply with the Debt Act.

SECTION 24. Act Applicable to Bonds. This Ordinance is adopted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Debt Act and all the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

SECTION 25. Contract with Bond Owners. This Ordinance constitutes a contract with the registered owners of the Bonds outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

SECTION 26. Appointment of Financial Team. The Township hereby appoints the following for the issuance of the Bonds: PFM Financial Advisors LLC as financial advisor, Stifel Nicolaus & Company, Inc. as Underwriter and Obermayer Rebmann Maxwell & Hoppel LLP as Bond Counsel.

SECTION 28. Severability. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the Township that such remainder shall be and shall remain in full force and effect.

SECTION 29. Repealer. All prior ordinances or parts thereof inconsistent herewith are hereby repealed.

SECTION 30. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Debt Act.

(Signature page follows)

DULY ORDAINED AND ENACTED this 12th day of November, 2024.

**BOARD OF SUPERVISORS
LOWER GWYNEDD TOWNSHIP**

Attest: _____
Name: Mimi Gleason
Title: Township Manager/Secretary

By: _____
Name: Danielle A. Duckett
Title: Chairperson

SCHEDULE "A"

BOND PRINCIPAL, MAXIMUM INTEREST RATES, MATURITY SCHEDULE

LOWER GWYNEDD TOWNSHIP					
Series of 2024				Settle	12/15/2024
				Dated	12/15/2024
MAXIMUM PARAMETERS					
1	2	3	4	5	6

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
2/1/2025			45,680.56	45,680.56	
8/1/2025	300,000	5.500	178,750.00	478,750.00	524,430.56
2/1/2026			170,500.00	170,500.00	
8/1/2026	225,000	5.500	170,500.00	395,500.00	566,000.00
2/1/2027			164,312.50	164,312.50	
8/1/2027	235,000	5.500	164,312.50	399,312.50	563,625.00
2/1/2028			157,850.00	157,850.00	
8/1/2028	240,000	5.500	157,850.00	397,850.00	555,700.00
2/1/2029			151,250.00	151,250.00	
* 8/1/2029	250,000	5.500	151,250.00	401,250.00	552,500.00
2/1/2030			144,375.00	144,375.00	
8/1/2030	265,000	5.500	144,375.00	409,375.00	553,750.00
2/1/2031			137,087.50	137,087.50	
8/1/2031	275,000	5.500	137,087.50	412,087.50	549,175.00
2/1/2032			129,525.00	129,525.00	
8/1/2032	290,000	5.500	129,525.00	419,525.00	549,050.00
2/1/2033			121,550.00	121,550.00	
8/1/2033	300,000	5.500	121,550.00	421,550.00	543,100.00
2/1/2034			113,300.00	113,300.00	
8/1/2034	310,000	5.500	113,300.00	423,300.00	536,600.00
2/1/2035			104,775.00	104,775.00	
8/1/2035	320,000	5.500	104,775.00	424,775.00	529,550.00
2/1/2036			95,975.00	95,975.00	
8/1/2036	330,000	5.500	95,975.00	425,975.00	521,950.00
2/1/2037			86,900.00	86,900.00	
8/1/2037	340,000	5.500	86,900.00	426,900.00	513,800.00
2/1/2038			77,550.00	77,550.00	
8/1/2038	360,000	5.500	77,550.00	437,550.00	515,100.00
2/1/2039			67,650.00	67,650.00	
8/1/2039	370,000	5.500	67,650.00	437,650.00	505,300.00
2/1/2040			57,475.00	57,475.00	
8/1/2040	385,000	5.500	57,475.00	442,475.00	499,950.00
2/1/2041			46,887.50	46,887.50	
8/1/2041	400,000	5.500	46,887.50	446,887.50	493,775.00
2/1/2042			35,887.50	35,887.50	
8/1/2042	420,000	5.500	35,887.50	455,887.50	491,775.00
2/1/2043			24,337.50	24,337.50	
8/1/2043	430,000	5.500	24,337.50	454,337.50	478,675.00
2/1/2044			12,512.50	12,512.50	
8/1/2044	455,000	5.500	12,512.50	467,512.50	480,025.00
TOTALS	6,500,000		4,023,830.56	10,523,830.56	10,523,830.56

* Optional redemption date of August 1, 2029

SCHEDULE "B"

FORM OF BONDS

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

NO: R-

\$000,000

**LOWER GWYNEDD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA
GENERAL OBLIGATION BONDS
SERIES OF 2024**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
0.000%	_____, 20__	Date of Delivery	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

LOWER GWYNEDD TOWNSHIP, Montgomery County, Commonwealth of Pennsylvania (the "Township"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, on the maturity date specified above, unless this Bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, the principal sum shown above, and to pay interest thereon calculated on the basis of a 360-day year, at the annual rate specified above from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event it shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (as hereinafter defined) and before the next succeeding interest payment date, in which event it shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date preceding the first interest payment date, in which event it shall bear interest from its Date of Delivery; or (d) as shown by the records of the Paying Agent, interest on this Bond shall be in default, in which event it shall bear interest from the date to which interest was last paid on this Bond. Interest shall be paid initially on [_____] and thereafter, semi-annually on [___ 1] and [___ 1] of each year until the principal sum is paid. The principal or redemption price of and interest on this Bond may be

paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public or private debts.

The principal or redemption price of this Bond is payable upon presentation and surrender hereof at the principal corporate office of U.S. Bank National Association as Paying Agent (the "Paying Agent"). Interest shall be paid by check mailed to the registered owner hereof as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Record Date, or at the election of such registered owner of this Bond in a denomination of \$500,000 or more, by wire transfer to a designated account, provided that any such election shall be received by the Paying Agent in writing not less than ten (10) days prior to the first payment of interest to which it relates.

Interest on this Bond is payable by check or draft drawn on the Paying Agent which shall be mailed to the registered owner whose name and address shall appear at the close of business on the fifteenth (15th) day of the calendar month (whether or not a day on which the Paying Agent is open for business) next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Township shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of this Bond not less than ten (10) days preceding such special record date, but not more than thirty (30) days prior to the payment of such defaulted interest. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

[This Bond is not insured.]

This Bond is one of a duly authorized issue of [\$_____] aggregate principal amount of General Obligation Bonds, Series of 2024 (the "Bonds") of the Township consisting of Bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds are issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Act"), without the assent of the electors, pursuant to an Ordinance of the Board of Supervisors of the Township adopted November 12, 2024 (the "Ordinance") which authorized the issuance of the Bonds. The Bonds have been issued by the Township for the purposes of financing the costs of a project (the "Project") consisting of providing funds for (1) the acquisition, development and design of a portion of the real property located at 1201 Sumneytown Pike, Spring House, Lower Gwynedd Township, Pennsylvania for

use as the Township's new public works facility; and (2) paying the costs and expenses of issuing the Bonds.

Reference is hereby made to the Ordinance and the Act for a complete statement of the right of the holders hereof, which by acceptance of this Bond, such holder accepts. Reference is also made to the further provisions of this Bond set forth on the reverse side hereof, which provisions shall for all purposes have the same effect as if set forth in full herein.

This Bond shall not be valid or become obligatory for any purpose unless the Certificate of Authentication shall have been signed by the manual signature of an authorized signatory of the Paying Agent.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Township has caused this Bond to be executed in its name by the facsimile signature of its Chairperson and attested by the facsimile signature of its Secretary.

LOWER GWYNEDD TOWNSHIP

Attest: _____
Name: Mimi Gleason
Title: Township Manager/Secretary

By: _____
Name: Danielle A. Duckett
Title: Chairperson

OPTIONAL REDEMPTION

The Bonds stated to mature on or after [] are subject to redemption prior to maturity at the option of the Township in any order of maturities either as a whole, or in part, at any time on or after [], and, if in part, by lot within a maturity, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to date fixed for redemption.

MANDATORY REDEMPTION

The Bonds maturing on [] of the years 20[] and 20[] (the "Term Bonds") are subject to mandatory redemption prior to maturity, in part, by lot from monies to be deposited in the sinking fund created under the Ordinance at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. The Township covenants that it will or will cause the Paying Agent to select by lot, give notice of redemption, and redeem Term Bonds at said redemption price in the principal amount, as outlined in the Ordinance, on [] of the following years in the following amounts:

Bonds stated to mature [] 1, 20 []

NOTICE OF REDEMPTION

Notice of any redemption shall be given by depositing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption addressed to each of the registered owners of Bonds to be redeemed, in whole or in part, at the addresses shown on the registration books maintained by the Paying Agent. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amount thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

With respect to any optional redemption of Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under the Ordinance and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of the same maturity and in authorized denominations in aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of the principal, if any, and interest upon such redemption shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a

day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

If the Township deposits with the Paying Agent funds sufficient to pay the principal or redemption price of any Bonds becoming due at maturity, by call for redemption or otherwise, together with interest accrued to the due date, interest on such Bonds will cease to accrue on the due date, and thereafter the holders shall have no rights with respect thereto, except to receive payment of principal to be redeemed and accrued interest thereon to the date fixed for redemption.

This Bond is registered as to both principal and interest on the registration books to be kept for that purpose at the principal office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This Bond is transferable or exchangeable by the registered owner thereof upon surrender of the Bonds to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of such Bond in the registration books, or his/her attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of Bonds in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for its aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The Township and the Paying Agent shall not be required to issue, or register the transfer or exchange of any Bond: (a) during the period beginning at the opening of business on any Record Date for interest payments and ending at the close of business on such interest payment date; (b) during the beginning of the opening of business on the fifteenth (15th) business day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is mailed; (c) during the period beginning at the opening of business on the first business day next succeeding the business day the Paying Agent determines the registered owners of the Bonds to receive notice of any special record date and the close of business on the special record date; or (d) after it has been selected or called for redemption, in whole or in part. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate. The Township and Paying Agent may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond is not valid unless the Paying Agent Authentication Certificate endorsed hereon is duly executed.

The Township, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in notices of redemption and other notices, if any, as a convenience to bondholders. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

No recourse shall be had for the payment of principal of, or interest on this Bond, or for any claim based hereon or on the Ordinance against any director, officer, or employee, past, present, or future, of the Township or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such directors, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the Township to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; and that the Township has established with the Paying Agent as Sinking Fund Depository a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable.

This Bond is hereby declared to be a general obligation of the Township. The Township, in the Ordinance authorizing the issuance of the series of Bonds of which this Bond is one, has covenanted with the holders from time to time, of the Bonds of said series that, to the fullest extent authorized by law, the Township will include the amount of the debt service charges on the same for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amount from its general revenues necessary for the payment of such debt service, and will duly and punctually pay or cause to be paid from the Sinking Fund or any other of its revenues or funds, the principal of and interest due upon every Bond, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the Township has irrevocably pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

[Remainder of page intentionally blank]

AUTHENTICATION CERTIFICATE

This Bond is one of the Lower Gwynedd Township's General Obligation Bonds, Series of 2024 described in the within mentioned Ordinance. Attached hereto is the complete text of the opinion of Obermayer Rebmann Maxwell & Hippel LLP, Centre Square West, 1500 Market Street, Suite 3400, Philadelphia, Pennsylvania 19102, Bond Counsel to Lower Gwynedd Township, a signed copy of which is on file with the undersigned, which was dated the date of initial delivery of, and payment for, the Bonds.

U.S. Bank National Association
as Paying Agent

By: _____

Name:

Title:

Date of Authentication: _____, 2024

(FORM OF ASSIGNMENT)
ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____, # _____ (please insert social security or taxpayer-identification number) the within Bond issued by the _____ and all rights thereunder, hereby irrevocably appointing _____ Attorney to transfer said Bond on the Bond Register, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular without alteration or any change whatsoever.

(FORM OF ABBREVIATIONS)

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

BOND PURCHASE AGREEMENT

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of the Lower Gwynedd Township, Montgomery County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of an Ordinance that was duly adopted by affirmative vote of a majority of all members of the Board of Supervisors of the Township at a meeting duly held on the 12th day of November, 2024; said Ordinance has been duly recorded in the minute book of the Board of Supervisors of the Township; a notice with respect to the intent to adopt said Ordinance has been published as required by law; said Ordinance was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Ordinance has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of Supervisors of the Township met the advance notice requirements of Act No. 175 of the General Assembly of the Commonwealth of Pennsylvania, approved July 19, 1974, as amended, and Act 15 of 2020, approved on April 20, 2020, by posting advance notice of said meeting on the Township's publicly available website, or in a newspaper of general circulation, or both.

I further certify that: the total number of members of the Board of Supervisors of the Township is five (5); the vote of members of the Board of Supervisors upon said Ordinance was called and duly was recorded upon the minutes of said meeting; and members of the Board of Supervisors of the Township voted upon said Ordinance in the following manner:

<u>Name</u>	<u>Vote</u>
Danielle A. Duckett, Chairperson	
Michael Twersky, Vice Chair	
Jimmy Chong, Member	
Janine Martin, Member	
Tessie McNeely, Member	

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township this 12th day of November, 2024.

LOWER GWYNEDD TOWNSHIP

(SEAL)

By: _____
Name: Mimi Gleason
Title: Township Manager/Secretary

BOND PURCHASE PROPOSAL

For

TOWNSHIP OF LOWER GWYNEDD
Montgomery County, Pennsylvania

\$6,500,000 Maximum Aggregate Principal Amount

General Obligation Bonds, Series of 2024

November 12, 2024

Stifel, Nicolaus & Company, Incorporated

BOND PURCHASE PROPOSAL

November 12, 2024

TOWNSHIP OF LOWER GWYNEDD
Montgomery County, Pennsylvania

\$6,500,000 Maximum Aggregate Principal Amount

General Obligation Bonds, Series of 2024

Township of Lower Gwynedd
1130 North Bethlehem Pike
Spring House, Pennsylvania 19477

Dear Chair Duckett and Members of the Township Board of Supervisors:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) acting on its own behalf, acting not as fiduciary, advisor or agent to you, hereby offers to enter into this Bond Purchase Proposal (the “Proposal”) with the Township of Lower Gwynedd, Montgomery County, Pennsylvania (the “Township”) which, upon the Township’s written acceptance of this offer, will be legally binding upon the Township and upon the Underwriter. This offer is made subject to the Township’s written acceptance of this Proposal on or before 11:59 p.m. prevailing eastern time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Township at any time prior to the acceptance hereof by the Township.

Capitalized terms and phrases used in this Proposal shall have the meanings ascribed thereto in the further provisions of this Proposal or, if not defined in this Proposal, in the Ordinance to which reference is hereinafter made.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

1. Purchase and Sale of the Bonds

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Township for offering to the public, and the Township hereby agrees to sell and deliver to the Underwriter for such purpose, all, but not less than all, of the Township's General Obligation Bonds (the "Bonds"). The Bonds may be issued in multiple series bearing separate designations, so long as the aggregate principal amount of any such series does not exceed \$6,500,000. The Bonds are to be issued for the purpose of providing funds for and towards (i) the acquisition, development and design of a portion of the real property located at 1201 Sumneytown Pike, Spring House for use as the Township's new public works facility; and (ii) paying related costs and expenses of issuance of the Bonds. The Bonds shall have such other terms and conditions as are set forth in the Ordinance and the Addendum (each as hereinafter defined), including the various schedules attached thereto (the "Schedules"), any of which may be amended only by mutual written agreement of the Township and the Underwriter, and as will be described in the Preliminary Official Statement and in the Official Statement (each as hereinafter defined).

The Bonds shall be described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Ordinance (defined below) and the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania (the "Act").

The final aggregate principal amount of the Bonds, the final annual principal maturities or mandatory sinking fund payment amounts with respect to the Bonds, and the final annual interest rates per each maturity of the Bonds shall be set forth in the Addendum for such series and shall not exceed the respective amounts and rate(s) nor the aggregate principal amounts set forth in Schedule I attached hereto (as hereinafter defined).

The purchase price for the Bonds, including underwriting discount and net original issue discount or net original issue premium, if any, shall be negotiated and set forth in one or more written addenda to this Proposal (each an "Addendum") for such series to be executed by both parties prior to the Closing Date (as hereinafter defined) for such series. The net purchase price for the Bonds, including the Underwriter's discount and total net original issue discount or premium, shall not be less than 95.0% nor more than 125.0% of the aggregate principal amount of the Bonds to be issued and delivered by the Township, plus accrued interest, if any, on the Bonds from the dated date of the Bonds to the Closing Date. The Bonds shall be subject to optional redemption and mandatory sinking fund redemption prior to maturity as described in the Addendum. The final interest rates, initial offering prices and yields to maturity, redemption provisions (optional and mandatory), sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Ordinance, also shall be set forth in the Addendum. The Bonds will be issued and delivered by the Township on the Closing Date (as hereinafter defined) and the Underwriter shall, at the time of Closing, pay the purchase prices for the Bonds to be issued as set forth in the Addendum, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

The Township acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Proposal and the Addendum, in an arm's length commercial transaction between the Township and the Underwriter, for resale to investors, and the Underwriter has financial and other interests that differ from those of the Township, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Township and has not assumed an advisory or fiduciary responsibility to the Township with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Township on other matters), (iii) the only obligations the Underwriter has to the Township with respect to the transaction contemplated hereby are expressly as set forth in this Proposal and the Addendum, and (iv) the Township has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate. The Township acknowledges that it has received a letter dated October 23, 2024 from the Underwriter that provides certain disclosures required by the MSRB Rule G-17.

The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial offering prices set forth on the inside cover page of the Official Statement and execute one or more Issue Price Certificates in substantially the form attached hereto and marked "Appendix A" with any such modifications as acceptable to Bond Counsel and the Underwriter, verifying such bona fide public offering and establishing the "issue price" of the Bonds as of the date of the Addendum. Thereafter, such offering prices may be changed without notice from time to time by the Underwriter.

2. The Bonds

The Township shall prepare or cause to have prepared a Preliminary Official Statement containing appropriate descriptions of the Township, the Bonds and other material information with respect to the Township and the Bonds (the "Preliminary Official Statement") prior to the marketing and public offering of the Bonds. The Township also shall prepare or cause to be prepared a final Official Statement, with such amendments and supplements to a date not more than seven (7) business days after the Addendum has been signed by both parties, but not later than the Closing Date, or otherwise as may be mutually agreed to by the Township and the Underwriter (the "Official Statement").

The Bonds shall be described in the Schedules and the Official Statement and shall be authorized, issued and secured pursuant to an ordinance enacted by the Township on November 12, 2024 (the "Ordinance"). The Ordinance, this Proposal and the Addendum shall comply with the provisions of the Act.

3. Use of Documents; Certain Covenants and Agreements of the Township

- (a) The Township hereby authorizes the use by the Underwriter of the Ordinance, the Preliminary Official Statement and the Official Statement, including any supplements

or amendments thereto, and the information therein contained in connection with the public offering and sale of the Bonds.

(b) The Township covenants and agrees:

- (i) To cause to be made available to the Underwriter such reasonable quantities of the Preliminary Official Statement as the Underwriter may request for use in connection with the offering and sale of the Bonds and to cause copies of the final Official Statement to be delivered to the Underwriter in sufficient quantity and in such format as may reasonably be requested by the Underwriter in order to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the terms of the Securities Exchange Act of 1934, as amended, and the rules of the Municipal Securities Rulemaking Board (“MSRB”), to the extent applicable and appropriate, without charge, not less than fifteen (15) days prior to the Closing Date, and in any event in sufficient time to accompany any confirmation requesting payment for Bonds from any customers of the Underwriter;
- (ii) To notify the Underwriter in writing of any event which occurs prior to the Closing Date or within twenty-five (25) days following the Closing Date and of which the Township becomes aware that may cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, and if, in the opinion of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, to prepare and furnish promptly and at its own expense (in a form and manner reasonably approved by the Underwriter), a reasonable number of copies of appropriate amendments or supplements to the Official Statement, as requested by the Underwriter, in form and content reasonably satisfactory to the Underwriter so that the statements in the Official Statement as so amended and supplemented will not be misleading or so that the Official Statement will comply with applicable law and that will permit the Township to make and deliver the certification required by Section 6(f)(iii) below on and as of the Closing Date. If it is necessary to amend or supplement the Official Statement to permit the delivery of such certification, the Township shall cooperate in amending or supplementing the Official Statement to permit such certification on the Closing Date;
- (iii) To advise the Underwriter immediately of receipt by the Township of any written notification with respect to (A) the suspension of the qualification of the Bonds for sale in any jurisdiction or (B) the initiation or threat of any proceeding for that purpose;

- (iv) To notify the Underwriter in writing of any event of which the Township becomes aware that constitutes or may constitute a Change in Law (as herein defined) or casts doubt upon, or questions the ability of the Township to issue or deliver the Bonds on the Closing Date as provided in this Proposal, promptly upon the Township becoming aware of such event and the Underwriter hereby agrees to notify the Township in writing of any event that constitutes or may constitute a Change in Law (as herein defined) in the same manner as imposed upon the Township in this clause (iv);
- (v) To notify the Underwriter of the proposed issuance of any other bonds or notes or the incurrence of any other indebtedness of the Township prior to, the Closing Date;
- (vi) To obtain, and maintain in full force and effect, all consents of any governmental or regulatory authority that are required to be obtained by it with respect to this Proposal and the authorization, sale, issuance, execution or delivery of the Bonds or the execution and delivery of any other agreements or documents contemplated by the Ordinance, this Proposal, the accepted Addendum or the Official Statement to be executed and delivered by or on behalf of the Township in connection with the authorization, sale, issuance and delivery of the Bonds, and shall use reasonable efforts to obtain any consents that may become necessary in the future; and
- (vii) To comply in all material respects with all applicable laws and orders to which it may be subject if failure to comply would impair its ability to perform its obligations under this Proposal, the accepted Addendum, the Bonds or the Township Documents (hereinafter defined);

4. Representations and Warranties of the Township

The Township hereby represents and warrants to the Underwriter, which representations and warranties shall survive the purchase and offering of the Bonds, as follows:

- (a) The information contained in the Preliminary Official Statement as of its date, and the information contained in the final Official Statement as of its date and as of the Closing Date, are and will be true and correct in all material respects, and the Preliminary Official Statement as of its date, and the Official Statement as of its date and as of the Closing Date, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein contained, in light of the circumstances under which they were made, not misleading (however, the Township makes no representation regarding the information therein related to The Depository Trust Company (“DTC”)).

- (b) The Township is a political subdivision of the Commonwealth of Pennsylvania, duly existing under the laws thereof and, as such, has the power to issue the Bonds for the purposes described in the Ordinance, this Proposal, the accepted Addendum, the Bonds, the Preliminary Official Statement and the final Official Statement.
- (c) As of the Closing Date, the Township has duly authorized and has taken all necessary action for: (a) the enactment of the Ordinance, (b) the issuance and sale of the Bonds upon the terms set forth herein and in the Ordinance, the accepted Addendum and the Official Statement, and (c) the approval, execution and delivery or receipt, as appropriate, by it of the Bonds, the Official Statement, this Proposal, the accepted Addendum, the tax compliance agreement or certificate to be executed by the Township simultaneously with the issuance of the Bonds (the “Tax Certificate”), the continuing disclosure agreement or certificate to be executed by the Township simultaneously with the issuance of the Bonds (the “Continuing Disclosure Agreement”), the Ordinance, and all other documents in connection with the issuance of the Bonds as may be required to be executed and delivered or received by the Township in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (collectively, including the Bonds, the “Township Documents”).
- (d) The Bonds, when issued, delivered and paid for, as provided herein and in the Township Documents, will have been duly authorized and issued and will constitute legal, valid and binding general obligations of the Township entitled to the benefits and security of the Ordinance and will be enforceable in accordance with their terms, except to the extent that the enforcement of remedies contained therein may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights generally.
- (e) The execution and delivery by the Township of the Township Documents do not, and compliance with the provisions thereof will not, conflict with or constitute on the part of the Township a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the Township is or may be bound.
- (f) The Township has complied with, and as of the Closing will be in compliance with, the Act in all material respects.
- (g) As of the time of Closing, the Township Documents will have been duly executed and delivered by the Township and will constitute legal, valid, and binding obligations of the Township (except as enforcement may be limited by bankruptcy or similar laws, to general principles of equity and to the exercise of judicial discretion), and the Official Statement will have been duly executed and delivered by the Township.
- (h) All approvals and consents of any governmental authority, board, agency or commission including without limitation the Pennsylvania Department of Community

and Economic Development (the “Department”), to the extent required as a condition precedent to the issuance of the Bonds or performance by the Township of its obligations under the Act or the Ordinance, will have been obtained prior to the Closing.

- (i) The Township has disclosed to the Underwriter and in the Preliminary Official Statement as of the date hereof, and as of the Closing Date will have disclosed to the Underwriter and in the Official Statement, all material information about the Township and the application of the proceeds of the Bonds.
- (j) The Township as of the date hereof is not, and upon issuance and delivery of the Bonds will not be, in breach of or in default under any agreement or other instrument to which the Township is a party or by or to which it or its revenues, properties, assets or operations are bound or subject, except breaches or defaults that are not material to the legal or financial standing of the Township or the transactions contemplated hereby and by the Ordinance, the Official Statement and the Bonds; and as of the date hereof no event has occurred and is continuing and upon issuance and delivery of the Bonds no event will have occurred and be continuing, that, with the passage of time or the giving of notice, or both, constitutes or will constitute any such breach or default.
- (k) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto including the Closing, the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (l) Except as specifically set forth in any Preliminary Official Statement, as of its date, and, except as specifically set forth in the Official Statement, as of its date and as of the time of Closing, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is or will be pending or, to the best knowledge of the Township, threatened (i) that reasonably might result in material liability on the part of the Township or (ii) wherein an adverse decision, ruling or finding might adversely affect (A) the transactions contemplated by this Proposal, the Addendum, the Ordinance or, as applicable, the Official Statement, (B) the validity or enforceability of any agreement or instrument to which the Township is a party and which is used or is contemplated for use in the consummation of the transactions contemplated hereby and by the Ordinance, the Official Statement, as applicable, and the Bonds or (C) the issuance of the Bonds.
- (m) Since December 31, 2023, or other such date provided for in the Addendum, no material adverse change has occurred in the financial position of the Township or in its results of operations, except as may be set forth in the Official Statement, nor has the Township, since such date, incurred any material liabilities other than in the ordinary course of business or as may be set forth or contemplated in the Official Statement.

- (n) The Township will not take or omit to take any action within its control which in any way will cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Ordinance or as will be described in the Official Statement.
- (o) The Township will not take or omit to take any action within its control, which action or omission might in any way cause the interest on the Bonds to be includable in gross income of the holders thereof for federal income tax purposes.
- (p) Except as disclosed in the Preliminary Official Statement and as to be disclosed in the final Official Statement, the Township has not failed during the previous five (5) years to comply in all material respects with any previous undertakings in a written continuing disclosure undertaking under Rule 15c2-12.

5. Closing

- (a) At approximately 10:00 a.m., prevailing Eastern Time, on such date following the execution of the Addendum as shall have been mutually agreed upon by the Township and the Underwriter in, or in accordance with, the Addendum (the “Closing Date”), the Township will, subject to the terms and conditions hereof, cause the Bonds to be delivered to the Underwriter as further set forth in subparagraph (b) below, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds, or in other immediately available funds, by wire transfer to the paying agent bank as set forth in the Addendum (the “Paying Agent”) for the account of the Township (payment for the Bonds and the mutual delivery of the Bonds and the other documents, certificates and opinions required by this Proposal to be made on the Closing Date is herein referred to as the “Closing”).
- (b) Delivery of the Bonds shall be made to the Underwriter through the book-entry system of DTC, New York, New York. The Bonds shall be issued and delivered to DTC or its agent in fully registered form, without coupons, and shall bear assigned CUSIP numbers. One Bond (or such number of Bonds as may then be required by DTC in accordance with its operational guidelines and procedures) shall be issued for each maturity of the Bonds and shall be registered in the name of CEDE & CO. or such other nominee of DTC as DTC shall require. Upon the Underwriter’s prior written request, the Bonds shall be made available for inspection by the Underwriter at least one business day before the Closing Date. Nothing in this subsection (b) shall prohibit the Township or the Underwriter from using some other method for delivery of the Bonds, including DTC’s “FAST” System.
- (c) Delivery of all other documents required to be delivered to the Underwriter as of the Closing Date shall be made at the offices of Bond Counsel (as defined herein) or at

such other place as shall have been mutually agreed upon by the Township and the Underwriter.

6. Closing Conditions

The Underwriter has entered into this Proposal in reliance upon the representations, warranties and agreements of the Township contained herein, and will be in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Township of all its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Proposal to purchase, to accept delivery of, and to pay for the Bonds shall be conditioned upon the performance by the Township of all its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

- (a) The representations and warranties of the Township contained herein shall be true and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date.
- (b) At the time of the Closing, this Proposal, the accepted Addendum, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter and the Township.
- (c) At the time of the Closing, all official action of the Township relating to this Proposal, the Bonds and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented; and the Underwriter shall have received, in appropriate form, evidence thereof.
- (d) The issuance of the Bonds and the incurring of the related nonelectoral indebtedness by the Township shall have been approved by the Department in accordance with the Act, and the Underwriter shall be provided with evidence of such approval.
- (e) The Township shall designate the Bonds as "qualified tax-exempt obligations" as described in Section 265(b)(3) of the Code; and Bond Counsel shall provide in its legal opinion language to the effect that the Bonds are "qualified tax-exempt obligations" as described in Section 265(b)(3) of the Code.
- (f) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

- (i) The Preliminary Official Statement and Official Statement, and each supplement or amendment, if any, thereto, executed on behalf of the Township;
- (ii) The Ordinance, certified by an appropriate officer of the Township as having been duly enacted by the Board of Supervisors of the Township and as being in full force and effect at the time of the Closing, with only such supplements or amendments as may have been agreed to by the Underwriter;
- (iii) A certificate, dated the Closing Date, of an appropriate officer of the Township, in form and substance reasonably satisfactory to the Underwriter and Bond Counsel stating, among other things, that the information contained in the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date is true and correct in all material respects, and the Preliminary Official Statement as of its date and the Official Statement as of its date did not, and as of the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading;
- (iv) An opinion, dated the Closing Date, of the Law Offices of Kaplin Stewart, Blue Bell, Pennsylvania, Solicitor to the Township (or, if applicable, any successor solicitor), addressed to the Township, Bond Counsel, and the Underwriter, in form and substance reasonably satisfactory to the Underwriter, stating, among other things, that, to the best of their knowledge, the information contained in the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date is true and correct in all material respects and the Preliminary Official Statement as of its date and the Official Statement as of its date did not, and as of the Closing Date does not, contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading, provided that no opinion is expressed as to the statistical and financial data, "TAX MATTERS", the information therein related to DTC, or continuing disclosure representations of the Township contained in the Preliminary Official Statement and the Official Statement;
- (v) An opinion, dated the Closing Date, of Obermayer Rebmann Maxwell & Hippel LLP, Philadelphia, Pennsylvania, ("Bond Counsel"), as bond counsel, in form and substance reasonably satisfactory to the Underwriter, *inter alia*, stating that under federal tax law, interest on the Bonds is not includible in gross income of the holders thereof for federal income tax purposes (a form of which shall be included as an appendix to the Official Statement);
- (vi) A supplemental opinion of Bond Counsel dated the Closing Date, addressed to the Underwriter, to the effect that: (i) this Proposal and the Addendum

have been duly authorized, executed and delivered by the Township and, assuming the due authorization, execution and delivery of this Proposal and Addendum by the other parties thereto, constitutes a valid, legal and binding agreements of the Township enforceable in accordance with their terms; (ii) the Preliminary Official Statement and the Official Statement have been duly authorized and delivered by the Township; (iii) the statements contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “PURPOSE OF THE ISSUE,” “THE BONDS,” “SECURITY,” “REDEMPTION OF BONDS,” and “TAX MATTERS,” in so far as such statements summarize certain provisions of the Bonds and the Ordinance, accurately summarize the provisions purported to be summarized therein in all material respects; (iv) the statements in the Preliminary Official Statement and the Official Statement under the heading “TAX MATTERS” and the statements related thereto on the cover page of the Preliminary Official Statement and the Official Statement accurately reflect our opinion with respect to the matters discussed therein; and (v) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (vi) the continuing disclosure undertaking of the Township with respect to the bonds satisfies the requirements of Rule 15c2-12;

- (vii) Written evidence assigning the Bonds an underlying rating satisfactory to the Underwriter;
- (viii) A copy of a Bond Insurance Policy, if applicable, as specified in the Addendum, together with written evidence of receipt of the insured rating on the Bonds as specified in the Addendum;
- (ix) If requested by the Underwriter, an opinion dated the Closing Date addressed to the Township, Bond Counsel and the Underwriter from counsel to the Insurer, if applicable, in form and substance reasonably satisfactory to the Underwriter and Bond Counsel;
- (x) If a Bond Insurance Policy is utilized, a certificate of an authorized officer of the Insurer in form and substance reasonably satisfactory to the Underwriter and Bond Counsel;
- (xi) A certificate or certificates of the Paying Agent with respect to the incumbency and signatures of the officers of the Paying Agent authenticating the Bonds and executing any agreements relating to the Bonds;
- (xii) A copy of an accepted Letter of Representations or Blanket Letter of Representations, as may be appropriate, from the Township to The Depository Trust Company with respect to the applicability of the book-entry-only system to the Bonds;

- (xiii) The Continuing Disclosure Agreement or Certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter;
- (xiv) Written evidence satisfactory to the Underwriter that the Department has approved the issuance of the Bonds and the Township's incurrence of the related nonelectoral indebtedness in an amount not less than the aggregate principal amount of the Bonds in accordance with the Act, together with copies of the related proceedings filed by the Township with said Department under the Act;
- (xv) A copy of the fully executed Addendum; and
- (xvi) Such additional bond documents, and such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Township's representations and warranties contained herein and of the statements and information contained in the Official Statement, and the due performance or satisfaction by the Township on or prior to the Closing Date of all the respective agreements then to be performed and conditions then to be satisfied by the Township.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Proposal shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

7. Termination

If the Township shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Proposal and the accepted Addendum, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Proposal or the accepted Addendum, this Proposal and the accepted Addendum shall terminate and neither the Underwriter nor the Township shall be under any further obligation hereunder, except that the respective obligations of the Township and the Underwriter set forth in Section 9 hereof shall continue in full force and effect.

The Underwriter may terminate this Proposal by notification to the Township if at any time at or prior to the Closing: (i) legislation having an effective date or dates at or prior to the Closing Date shall be enacted by the Congress of the United States or adopted by either House thereof or a decision by a Court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made with respect to federal taxation upon interest received on bonds or notes of the general character of the Bonds or which would have the effect of changing directly or indirectly the federal income tax consequences of interest on bonds of the general character

of the Bonds in the hands of the owners thereof, and which in the reasonable judgment of the Underwriter materially and adversely affects the marketability of the Bonds; or (ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any governmental agency having jurisdiction shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds is in violation of any provisions of the Securities Act of 1933, as amended or other securities laws; or (iii) there shall have occurred any other Change in Law (as defined in Section 16 hereof); or (iv) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crises, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; the effect of which on the financial markets in the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds; or (v) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction ; or (vi) a general banking moratorium shall have been declared by federal, New York or Pennsylvania authorities having jurisdiction and be in force; or (vii) an adverse event described in Section 3(b)(ii) hereof occurs which requires or has required a supplement or amendment to the Official Statement and which, in the reasonable judgment of the Underwriter, even if the Official Statement were so supplemented, would materially and adversely affect the marketability of the Bonds; or (viii) the Underwriter has not received, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to the Underwriter, evidence that the Township (a) has entered into the Continuing Disclosure Certificate, and (b) is in compliance with any existing disclosure agreements.

8. Amendments to the Official Statement

During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the end of the underwriting period (as defined in Rule 15c2-12) the Township shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or “potential customer” (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the “underwriting period” (as defined in this Proposal), the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any

material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance reasonably satisfactory to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Township. For the purpose of this Section, the Township will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

9. Expenses

The Underwriter shall be under no obligation to pay any expenses incident to the performance of the Township's obligations hereunder, including, but not limited to the cost of preparation, printing and delivery of a sufficient number of copies of the Preliminary Official Statement, the Official Statement and copies of any supplement or amendments to the Official Statement, the cost of preparation and printing of the Bonds, the fees and disbursements of Bond Counsel, the fees and disbursements of Solicitor, the fees and disbursements of Underwriter's Counsel (if applicable), the fees and disbursements of the Paying Agent, the cost of preparation and printing of the Official Statement, the cost of assignment of CUSIP, and any engineers, accountants, financial advisors and other experts, consultants or advisers retained by the Township, if any; and the fees, if any, for bond ratings.

10. Blue Sky

The Underwriter shall, in its sole discretion, determine the jurisdictions in which the Bonds shall be offered and sold. The Underwriter shall use its best efforts to qualify the Bonds for offer, sale and delivery under the securities or blue sky laws of each jurisdiction to the extent required. The Township shall cooperate with the Underwriter in its efforts to qualify the Bonds for such offer, sale and delivery under the securities or blue sky laws of such jurisdictions as the Underwriter may require, but shall not be required to pay any related fees or expenses or to consent to service of process in any jurisdiction.

11. Notices

Any notice or other communication to be given to the Township under this Proposal may be given by delivering the same in writing to the Township at 1130 North Bethlehem Pike, Spring House, Pennsylvania 19477 Attention: Township Manager, and any notice or other communication to be given to the Underwriter under this Proposal may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 20 Ash Street, 3rd Floor, Conshohocken, Pennsylvania 19428 Attention: Public Finance Department.

12. Parties in Interest

This Proposal, including the Addendum, as heretofore specified shall constitute the entire agreement between the Township and the Underwriter and is made solely for the benefit of the Township and the Underwriter (including successors or assigns of any Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

13. Effectiveness

This Proposal shall become effective upon the acceptance hereof by the Township and shall be valid and enforceable at the time of such acceptance.

All of the Township's representations, warranties and agreements contained in this Proposal shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Proposal and the Addendum; and (iii) any termination of this Bond Proposal and the Addendum.

14. Choice of Law

This Proposal shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. Business Day

For purposes of this Proposal, "business day" means any day on which commercial banks in Philadelphia, Pennsylvania, are not required or authorized to be closed, and the New York Stock Exchange is not closed.

16. Change in Law

For purposes of this Proposal, "Change in Law" means any event between the date of this Proposal and the Closing Date which occurs as a result of the passage, promulgation, issuance or rendering of any legislation, regulation, ruling, order, release, court decision or judgment or other action by a governmental body, regulatory agency or court of competent jurisdiction the effect of which is any of the following:

- (a) Bond Counsel is or will be unable to deliver to the Underwriter at Closing an approving opinion of bond counsel with the content required by this Proposal;
- (b) The Township does not have the power to levy an annual ad valorem tax on all taxable property located within the Township for the purpose of paying the principal of and interest on the Bonds;
- (c) The offering or sale of the Bonds is subject to registration under Pennsylvania or Federal securities laws, or the Bonds or any document executed in connection

therewith is subject to registration or qualification under Pennsylvania or Federal securities laws; or

- (d) In the reasonable judgment of the Underwriter, the offering or sale of the Bonds would be or would result in a violation of applicable Pennsylvania or Federal securities laws.

17. Section Headings

Section and paragraph headings have been inserted in this Proposal as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Proposal and will not be used in the interpretation of any provisions of this Proposal.

18. Counterparts

This Proposal may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for all purposes and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. The Township may approve this Proposal by delivering to the Underwriter by the time and date herein provided a signed counterpart of this Proposal.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
Edward Murray, Managing Director

Duly accepted by appropriate action of the Board of Supervisors of the Township of Lower Gwynedd and agreed to this 12th day of November, 2024.

TOWNSHIP OF LOWER GWYNEDD
Montgomery County, Pennsylvania

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Secretary

SCHEDULE I
TO
BOND PURCHASE PROPOSAL

Township of Lower Gwynedd
Montgomery County, Pennsylvania
General Obligation Bonds, Series of 2024

Maximum Annual Principal Payment Schedule*

Maximum Aggregate Principal Amount \$6,500,000

<u>Township Fiscal Year</u>	<u>Maximum Annual Interest Rate (%)</u>	<u>Maximum Annual Principal Amount (\$)</u>
2025	5.500	300,000
2026	5.500	225,000
2027	5.500	235,000
2028	5.500	240,000
2029	5.500	250,000
2030	5.500	265,000
2031	5.500	275,000
2032	5.500	290,000
2033	5.500	300,000
2034	5.500	310,000
2035	5.500	320,000
2036	5.500	330,000
2037	5.500	340,000
2038	5.500	360,000
2039	5.500	370,000
2040	5.500	385,000
2041	5.500	400,000
2042	5.500	420,000
2043	5.500	430,000
2044	5.500	455,000

* Includes principal maturities and mandatory sinking fund redemptions.

APPENDIX A

**\$ _____ AGGREGATE PRINCIPAL AMOUNT
TOWNSHIP OF LOWER GWYNEDD
(Montgomery County, Pennsylvania)
GENERAL OBLIGATION BONDS, SERIES OF 2024**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Purchaser”), the purchaser of the above-captioned obligations (the “Bonds”) pursuant to a Bond Purchase Proposal dated November 12, 2024, as amended by an Addendum to Bond Purchase Proposal dated _____, 2024 (collectively, the “Agreement”), between the Purchaser and the Township of Lower Gwynedd, Montgomery County, Pennsylvania (the “Issuer”), hereby certifies to the Issuer and to Obermayer Rebmann Maxwell & Hippel LLP, Philadelphia, Pennsylvania (the “Bond Counsel”) as set forth below with respect to the sale and issuance of the Bonds.

1. ***Sale of the General Rule Maturities.*** On the Sale Date, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Agreement, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Purchasers have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds having the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2024.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of any Internal Revenue Service Form 8038 (including Forms 8038-G, 8038-GC and 8038-T), and other federal income tax advice that it may provide to the Issuer from time to time relating to the Bonds.

[SIGNATURE PAGE FOLLOWS]

Township of Lower Gwynedd

November 12, 2024

Page 21 of 23

IN WITNESS WHEREOF, We have executed this Certificate of the Purchaser as duly authorized officers on behalf of the Purchaser on this date, _____, 2024.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____

Name: Edward Murray
Title: Managing Director

By: _____

Name: Craig Burdulis
Title: Director

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

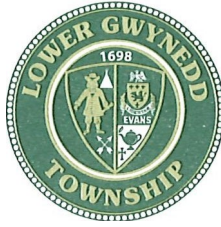
GENERAL RULE MATURITIES

Maturity Date	Principal Amount	Rate	Yield	Sale Price
	\$	%	%	

HOLD-THE-OFFERING-PRICE MATURITIES

Maturity Date	Principal Amount	Rate	Yield	Sale Price
—	\$	%	%	

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)



1130 N. BETHLEHEM PIKE • P.O. BOX 625 • SPRING HOUSE, PA 19477-0625 • 215-646-5302 • FAX 215-646-3357

www.lowergwynedd.org

Date: November 8, 2024

To: The Board of Supervisors

From: Mimi Gleason , Township Manager
Melinda Haldeman, CPA Finance Director

Re: 2025 Proposed Budget Presented

Recommended Motion: To advertise the 2025 Preliminary Budget as amended at this meeting.

At the November 12th Board Meeting staff will present an overview of the 2025 Proposed Budget.

Items to note:

- ❖ The 2025 Budget for Operating Funds has an overall Surplus of \$929,631 before Discretionary Transfers to other Funds. Transfers for Debt and Retirement Plans are not considered discretionary and therefore are included in expenses which net to the above Surplus.
 - The 2025 Budget includes a discretionary transfer to the Fire Protection Fund for \$165,000. This is the same amount as in prior years.
 - The 2025 Budget also includes a \$500,000 discretionary transfer to the Capital Reserve Fund.
- ❖ 2025 Budget includes Debt Service for the proposed Bond Issuance. 75% coming out of the General Fund and 25% coming out of the Sewer Operating Fund. Total Debt Service budgeted for 2025 is \$371,123.
- ❖ The Street Light Fund captures the Assessment for Street Lights in specific neighborhoods. Two of the Neighborhood Districts we are proposing to be removed from the Street Light Fund. Utility bills for those streets would be paid out of the General Fund. Assessment Billing would stop for those streets' lights.
- ❖ Park Maintenance has been moved out of the Recreation Fund and is now in the General Fund in the Public Works Department. We are proposing part of the millage rate be lowered for the Recreation Fund and put in the General Fund, as the Park Maintenance expenses will be paid by the General Fund. The 2025 proposed budget has moved 160k of Real Estate Tax Revenue from Recreation Fund into the General Fund Real Estate Tax Revenue to cover these expenses. There would be no change in the amount of tax that property owners pay.
- ❖ Technology purchases have been moved out of the Capital Reserve Fund. Technology has become an ongoing steady cost and is no longer large one-off hardware expenses that occur inconsistently. As such, Software, maintenance and replacement of hardware is in the General Fund and allocated to specific department's Technology account.



LOWER GWYNEDD TOWNSHIP
INVOICE WARRANT REPORT

The Lower Gwynedd Township Board of Supervisors hereby approves the invoices listed on the Accounts Payable Warrant Report for checks dated 11/12/2024 per the signed Resolution. The invoices total \$943,393.30.

Note of interest:

Included in the above amount are manual checks written out of the ARPA Account that total \$72,788.22.

SIGNED: _____

DATED: _____

PAID INVOICES REPORT

WARRANT: 111224

TO FISCAL 2024/10 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
18 21ST CENTURY MEDIA NEWSPAPER, LLC	167602	10/12/24	69352		103679	P	11/12/24	01401 340	LEGAL NOTICES	523.21
INVOICE: 2652042										
167603	10/25/24	69353		103679	P	11/12/24	01401 340	LEGAL NOTICES	145.81	
INVOICE: 2656173-2656168										
167603	10/25/24	69353		103679	P	11/12/24	01414 340	LEGAL NOTICES	145.81	
INVOICE: 2656173-2656168										
VENDOR TOTALS				22,479.26 YTD INVOICED				25,213.31 YTD PAID		814.83
2967 A & A SALES ASSOCIATES, LLC	167667	10/21/24	69417		103680	P	11/12/24	01430 238	CLOTHING & UNIFORMS	1,266.60
INVOICE: 106592										
167667	10/21/24	69417		103680	P	11/12/24	08429 238	UNIFORMS	422.20	
INVOICE: 106592										
VENDOR TOTALS				1,421.79 YTD INVOICED				3,110.59 YTD PAID		1,688.80
3577 ADOBE SYSTEMS INCORPORATED	167681	10/17/24	69431		103681	P	11/12/24	01401 430	TECHNOLOGY	172.56
INVOICE: 2903846121										
VENDOR TOTALS				2,303.04 YTD INVOICED				2,475.60 YTD PAID		172.56
3787 ADVANCED ELECTRICAL CONTRACTORS, INC.	167694	10/16/24	69444		103682	P	11/12/24	09429 740	CAPITAL PURCHASES	1,930.35
INVOICE: 405296										
167695	10/17/24	69445		103682	P	11/12/24	01409 370	R&M ALL BLDNGS	307.71	
INVOICE: 405301										
VENDOR TOTALS				3,553.35 YTD INVOICED				5,791.41 YTD PAID		2,238.06
837 ALBERT M. COMLY, JR.	167630	10/01/24	69380		103683	P	11/12/24	01414 312	FIRE SAFETY INSPECTOR	5,753.25
INVOICE: LG-24-001										
167631	11/01/24	69381		103683	P	11/12/24	01414 312	FIRE SAFETY INSPECTOR	600.00	
INVOICE: 110124										
VENDOR TOTALS				6,112.50 YTD INVOICED				14,085.75 YTD PAID		6,353.25
3799 ALLEN J. FEDEZKO	167692	10/01/24	69442		103684	P	11/12/24	01409 450	CONTRACTED SERVICES	1,487.50
INVOICE: 137										
167692	10/01/24	69442		103684	P	11/12/24	08429 450	CONTRACTED SERVICES	262.50	
INVOICE: 137										
VENDOR TOTALS				14,000.00 YTD INVOICED				17,500.00 YTD PAID		1,750.00
2784 ALLIED LANDSCAPE SUPPLY	167656	10/22/24	69406		103685	P	11/12/24	01430 370	R&M PW	20.42
INVOICE: 162350										

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	167657	10/30/24	69407		103685	P	11/12/24	01430 370	R&M PW	258.63
	INVOICE:	226024								
VENDOR TOTALS			1,158.84	YTD INVOICED				1,437.89	YTD PAID	279.05
3883 AMAZON CAPITAL SERVICES, INC.	167699	10/01/24	69449		103686	P	11/12/24	01401 200	OFFICE SUPPLIES	269.83
	INVOICE:	1HDC-P6PP-KC3V								
	167699	10/01/24	69449		103686	P	11/12/24	01410 222	DETECTIVE OPERATING SUPPL	628.20
	INVOICE:	1HDC-P6PP-KC3V								
	167699	10/01/24	69449		103686	P	11/12/24	01430 220	SUPPLIES PW	28.24
	INVOICE:	1HDC-P6PP-KC3V								
	167699	10/01/24	69449		103686	P	11/12/24	05453 300	EVENTS	376.58
	INVOICE:	1HDC-P6PP-KC3V								
VENDOR TOTALS			9,160.88	YTD INVOICED				11,059.69	YTD PAID	1,302.85
1607 APEX ELEVATOR INSPECTION AND TESTING LLC	167647	11/05/24	69397		103687	P	11/12/24	01409 370	R&M ALL BLDNGS	70.00
	INVOICE:	62491								
VENDOR TOTALS			70.00	YTD INVOICED				300.00	YTD PAID	70.00
2738 ARBOR VALLEY TREE SURGEONS, INC.	167721	10/19/24	69471		1017	M	11/12/24	30401 900	EXPENDITURES - ARPA FUNDS	5,200.00
	INVOICE:	2437								
VENDOR TOTALS			47,962.50	YTD INVOICED				53,162.50	YTD PAID	5,200.00
3210 ARMOUR & SONS ELECTRIC, INC.	167719	10/30/24	69469		1019	M	11/12/24	30401 900	EXPENDITURES - ARPA FUNDS	3,184.02
	INVOICE:	910041474								
VENDOR TOTALS			28,979.61	YTD INVOICED				32,163.63	YTD PAID	3,184.02
4007 ARRO CONSULTING, INC.	167707	10/18/24	69457		103688	P	11/12/24	01147 000	LEGAL&ENGINEER	4,016.03
	INVOICE:	0100417								
VENDOR TOTALS			10,455.09	YTD INVOICED				14,471.12	YTD PAID	4,016.03
3435 AVANTI UNLIMITED, INC.	167676	11/01/24	69426		103689	P	11/12/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	149.00
	INVOICE:	4001								
	167677	11/01/24	69427		103689	P	11/12/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	1,338.60
	INVOICE:	4000								
VENDOR TOTALS			16,602.14	YTD INVOICED				66,408.71	YTD PAID	1,487.60
617 BOROUGH OF AMBLER	167626	10/16/24	69376		103690	P	11/12/24	08429 730	AMBLER CAPITAL PROJECTS	150,120.88

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 1570										
VENDOR TOTALS		1,023,585.52 YTD INVOICED			1,302,289.26 YTD PAID			150,120.88		
3838	BRIGHTVIEW HOLDINGS, INC.									
	167697	11/01/24	69447		103691	P	11/12/24	01430 450	CONTRACTED SERVICES	8,020.00
	INVOICE: 9131038									
	167697	11/01/24	69447		103691	P	11/12/24	31446 450	CONTRACTED SERVICES	421.00
	INVOICE: 9131038									
VENDOR TOTALS		74,422.01 YTD INVOICED			82,863.01 YTD PAID			8,441.00		
3319	BUCKS COUNTY WATER & SEWER AUTHORITY									
	167674	10/15/24	69424		103692	P	11/12/24	08429 450	CONTRACTED SERVICES	4,300.00
	INVOICE: 2024-010									
VENDOR TOTALS		51,785.00 YTD INVOICED			64,685.00 YTD PAID			4,300.00		
4087	CAROLINA HERITAGE									
	167717	11/02/24	69467		103693	P	11/12/24	09429 740	CAPITAL PURCHASES	934.40
	INVOICE: 24-2571									
VENDOR TOTALS		.00 YTD INVOICED			934.40 YTD PAID			934.40		
449	CBIZ BENEFITS & INSURANCE SERVICES									
	167621	10/15/24	69371		103694	P	11/12/24	01402 310	PROFESSIONAL SERVICES	530.00
	INVOICE: 10191855									
	167622	10/15/24	69372		103694	P	11/12/24	01410 311	PROF. SERVICES - PENSION,	848.00
	INVOICE: 10191854									
VENDOR TOTALS		23,092.10 YTD INVOICED			24,470.10 YTD PAID			1,378.00		
2075	COMMONWEALTH OF PENNSYLVANIA									
	167649	11/08/24	69399		103695	P	11/12/24	01430 220	SUPPLIES PW	35.00
	INVOICE: 110824									
VENDOR TOTALS		10.00 YTD INVOICED			45.00 YTD PAID			35.00		
3688	COOPER FRIEDMAN ELECTRIC SUPPLY CO., INC.									
	167684	10/21/24	69434		103696	P	11/12/24	01409 370	R&M ALL BLDNGS	660.00
	INVOICE: S056723937.001									
VENDOR TOTALS		183.27 YTD INVOICED			843.27 YTD PAID			660.00		
2803	CURT LIVEZEY									
	167660	11/01/24	69410		103697	P	11/12/24	01430 238	CLOTHING & UNIFORMS	90.35
	INVOICE: 110124									
	167660	11/01/24	69410		103697	P	11/12/24	08429 238	UNIFORMS	30.11
	INVOICE: 110124									

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		10.00 YTD INVOICED						284.07 YTD PAID		120.46
3748 D.E. WALKER & SON, INC.	167693	10/01/24	69443		103698	P	11/12/24	01409 370	R&M ALL BLDNGS	718.50
	INVOICE:	84129-0								
VENDOR TOTALS		324.00 YTD INVOICED						6,361.23 YTD PAID		718.50
1416 DAVIDHEISER'S INC.	167643	10/25/24	69393		103699	P	11/12/24	01410 450	CONTRACTED SERVICES	21.00
	INVOICE:	29039								
	167644	10/25/24	69394		103699	P	11/12/24	01410 450	CONTRACTED SERVICES	301.00
	INVOICE:	29038								
VENDOR TOTALS		1,312.00 YTD INVOICED						1,918.00 YTD PAID		322.00
2402 DELAWARE VALLEY HEALTH TRUST	167650	10/01/24	69400		103700	P	11/12/24	01401 156	HEALTH INSURANCE	9,426.30
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	01401 156	HEALTH INSURANCE	3,032.69
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	01402 156	HEALTH INSURANCE	3,467.81
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	01409 156	HEALTH INSURANCE	1,730.30
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	01410 156	HEALTH INSURANCE	34,145.69
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	01414 156	HEALTH INSURANCE	3,672.57
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	01430 156	HEALTH INSURANCE	13,143.94
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	05451 156	HEALTH INSURANCE	4,614.17
	INVOICE:	721185	100124							
	167650	10/01/24	69400		103700	P	11/12/24	08487 156	HEALTH INSURANCE	8,194.31
	INVOICE:	721185	100124							
	167651	11/01/24	69401		103700	P	11/12/24	01401 156	HEALTH INSURANCE	9,230.18
	INVOICE:	721185	110124							
	167651	11/01/24	69401		103700	P	11/12/24	01401 156	HEALTH INSURANCE	2,749.04
	INVOICE:	721185	110124							
	167651	11/01/24	69401		103700	P	11/12/24	01402 156	HEALTH INSURANCE	2,826.31
	INVOICE:	721185	110124							
	167651	11/01/24	69401		103700	P	11/12/24	01409 156	HEALTH INSURANCE	1,694.30
	INVOICE:	721185	110124							
	167651	11/01/24	69401		103700	P	11/12/24	01410 156	HEALTH INSURANCE	32,531.43
	INVOICE:	721185	110124							
	167651	11/01/24	69401		103700	P	11/12/24	01414 156	HEALTH INSURANCE	3,094.93
	INVOICE:	721185	110124							
	167651	11/01/24	69401		103700	P	11/12/24	01430 156	HEALTH INSURANCE	12,852.16
	INVOICE:	721185	110124							
	167651	11/01/24	69401		103700	P	11/12/24	05451 156	HEALTH INSURANCE	2,322.64

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	INVOICE: 721185	110124								
	167651	11/01/24	69401		103700	P	11/12/24	08487 156	HEALTH INSURANCE	7,614.10
	INVOICE: 721185	110124								
	VENDOR TOTALS		622,341.26	YTD INVOICED				778,684.13	YTD PAID	156,342.87
3756	DELCO SOLUTIONS, LLC									
	167691	10/01/24	69441		103701	P	11/12/24	01401 340	LEGAL NOTICES	195.00
	INVOICE: 4734									
	VENDOR TOTALS		1,950.00	YTD INVOICED				2,340.00	YTD PAID	195.00
125	DENNEY ELECTRIC SUPPLY									
	167611	10/07/24	69361		103702	P	11/12/24	01430 220	SUPPLIES PW	249.20
	INVOICE: S102307964.002									
	167612	10/02/24	69362		103702	P	11/12/24	01430 220	SUPPLIES PW	35.60
	INVOICE: S102307964.001									
	VENDOR TOTALS		185.44	YTD INVOICED				510.20	YTD PAID	284.80
4086	DINA BOYD									
	167716	11/02/24	69466		103703	P	11/12/24	01401 156	HEALTH INSURANCE	118.80
	INVOICE: 110224									
	VENDOR TOTALS		.00	YTD INVOICED				118.80	YTD PAID	118.80
839	DJB SPECIALTIES INC.									
	167632	10/24/24	69382		103704	P	11/12/24	01409 220	SUPPLIES- ALL BLDNGS	536.05
	INVOICE: 2024-1956									
	VENDOR TOTALS		1,699.47	YTD INVOICED				2,235.52	YTD PAID	536.05
3483	ECKERT SEAMANS CHERIN & MELLOTT, LLC									
	167678	11/01/24	69428		103705	P	11/12/24	01401 314	LEGAL SERVICES	6,792.50
	INVOICE: 1802106									
	167679	10/15/24	69429		103705	P	11/12/24	01401 314	LEGAL SERVICES	552.50
	INVOICE: 1834347									
	VENDOR TOTALS		16,640.00	YTD INVOICED				39,169.00	YTD PAID	7,345.00
3989	FERGUSON & MCCANN, INC.									
	167705	10/07/24	69455		103706	P	11/12/24	01430 370	R&M PW	357.03
	INVOICE: 0713849									
	VENDOR TOTALS		.00	YTD INVOICED				357.03	YTD PAID	357.03
3922	FISHERS TRUE VALUE HARDWARE INC.									
	167700	10/31/24	69450		103707	P	11/12/24	01430 220	SUPPLIES PW	131.13
	INVOICE: 103124									
	167700	10/31/24	69450		103707	P	11/12/24	01409 220	SUPPLIES- ALL BLDNGS	53.05
	INVOICE: 103124									

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		141.86 YTD INVOICED			334.13 YTD PAID			184.18		
3175 FLOUNDERS COMMUNICATIONS	167668	11/01/24	69418		103708	P	11/12/24	01409 320	COMMUNICATIONS	89.00
	INVOICE: 348869-US20									
	167669	10/27/24	69419		103708	P	11/12/24	01409 320	COMMUNICATIONS	133.48
	INVOICE: 627630									
VENDOR TOTALS		6,429.63 YTD INVOICED			6,734.61 YTD PAID			222.48		
548 GARY O'CONNOR	167623	11/01/24	69373		103709	P	11/12/24	01410 158	POST-RETIREMENT HEALTH BE	200.00
	INVOICE: 110124									
VENDOR TOTALS		2,000.00 YTD INVOICED			2,200.00 YTD PAID			200.00		
1191 GEORGE ALLEN PORTABLE TOILETS, INC.	167633	06/24/24	69383		103710	P	11/12/24	01409 370	R&M ALL BLDNGS	126.00
	INVOICE: I224320									
	167634	08/19/24	69384		103710	P	11/12/24	01409 370	R&M ALL BLDNGS	126.00
	INVOICE: I226671									
	167635	07/22/24	69385		103710	P	11/12/24	05454 450	CONTRACTED SERVICES	900.00
	INVOICE: I225449									
	167636	11/04/24	69386		103710	P	11/12/24	01430 450	CONTRACTED SERVICES	260.00
	INVOICE: I229816									
	167637	10/23/24	69387		103710	P	11/12/24	01430 450	CONTRACTED SERVICES	166.00
	INVOICE: I1299360									
	167638	10/23/24	69388		103710	P	11/12/24	01430 450	CONTRACTED SERVICES	166.00
	INVOICE: I229361									
	167639	10/23/24	69389		103710	P	11/12/24	01430 450	CONTRACTED SERVICES	166.00
	INVOICE: I229362									
	167640	10/23/24	69390		103710	P	11/12/24	01430 450	CONTRACTED SERVICES	166.00
	INVOICE: I229363									
VENDOR TOTALS		7,017.50 YTD INVOICED			9,093.50 YTD PAID			2,076.00		
1619 GILMORE & ASSOCIATES	167648	10/22/24	69398		103711	P	11/12/24	01414 313	ENGINEERING	7,930.01
	INVOICE: 10222024									
	167648	10/22/24	69398		103711	P	11/12/24	09439 000	INFRASTRUCTURE REBUILDING	5,392.47
	INVOICE: 10222024									
	167648	10/22/24	69398		103711	P	11/12/24	30439 000	INFRASTRUCTURE REBUILDING	6,120.23
	INVOICE: 10222024									
	167648	10/22/24	69398		103711	P	11/12/24	30439 721	OLD BETHLEHEM PIKE CULVER	923.75
	INVOICE: 10222024									
	167648	10/22/24	69398		103711	P	11/12/24	30439 722	PEDESTRIAN BRIDGES	225.00
	INVOICE: 10222024									
	167648	10/22/24	69398		103711	P	11/12/24	31446 001	COMPLIANCE REQUIREMENTS	2,765.00
	INVOICE: 10222024									
	167648	10/22/24	69398		103711	P	11/12/24	31446 450	CONTRACTED SERVICES	2,607.57

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	10222024									
167648		10/22/24	69398		103711	P	11/12/24	30454 600	PARK IMPROVEMENTS	6,698.50
INVOICE:	10222024									
167648		10/22/24	69398		103711	P	11/12/24	01147 000	LEGAL&ENGINEER	27,857.00
INVOICE:	10222024									
VENDOR TOTALS			602,762.22	YTD INVOICED				740,461.85	YTD PAID	60,519.53
96 H. A . THOMSON COMPANY										
167610		09/16/24	69360		103712	P	11/12/24	01401 350	INSURANCE BONDING	2,372.00
INVOICE:	374591									
VENDOR TOTALS			2,505.00	YTD INVOICED				4,877.00	YTD PAID	2,372.00
146 H. A. WEIGAND, INC.										
167614		10/16/24	69364		103713	P	11/12/24	01430 370	R&M PW	190.50
INVOICE:	124605									
VENDOR TOTALS			4,640.00	YTD INVOICED				4,830.50	YTD PAID	190.50
3613 HEALTH MATS COMPANY										
167682		10/01/24	69432		103714	P	11/12/24	01409 370	R&M ALL BLDNGS	71.35
INVOICE:	24636									
VENDOR TOTALS			642.15	YTD INVOICED				784.85	YTD PAID	71.35
380 HEIDELBERG MATERIALS US, INC.										
167616		10/09/24	69366		103715	P	11/12/24	01430 370	R&M PW	181.70
INVOICE:	402315									
167617		10/10/24	69367		103715	P	11/12/24	01430 370	R&M PW	345.46
INVOICE:	402501									
167618		10/10/24	69368		103715	P	11/12/24	01430 370	R&M PW	900.00
INVOICE:	402502									
167619		10/09/24	69369		103715	P	11/12/24	01430 370	R&M PW	1,200.00
INVOICE:	402316									
VENDOR TOTALS			3,356.87	YTD INVOICED				6,775.86	YTD PAID	2,627.16
1431 HOME DEPOT CREDIT SERVICES										
167645		10/31/24	69395		103716	P	11/12/24	01430 220	SUPPLIES PW	679.27
INVOICE:	103124									
167645		10/31/24	69395		103716	P	11/12/24	01409 370	R&M ALL BLDNGS	87.88
INVOICE:	103124									
167645		10/31/24	69395		103716	P	11/12/24	01430 370	R&M PW	74.83
INVOICE:	103124									
167645		10/31/24	69395		103716	P	11/12/24	01409 370	R&M ALL BLDNGS	-18.95
INVOICE:	103124									
VENDOR TOTALS			6,526.89	YTD INVOICED				8,180.18	YTD PAID	823.03
1515 JAMES D. MORRISSEY INC.										

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	167646	10/22/24	69396		103717	P	11/12/24	33433 200	MULTIMODAL PHASE 2 EXPENS	367,423.92
	INVOICE:	APPLICATIONS 9 & 10								
VENDOR TOTALS			1,707,056.53	YTD INVOICED				2,074,480.45	YTD PAID	367,423.92
3743 KAPLIN STEWART MELOFF REITER & STEIN, P.C.	167690	10/01/24	69440		103718	P	11/12/24	01401 314	LEGAL SERVICES	13,784.10
	INVOICE:	10/18/2024 INVOICES								
	167690	10/01/24	69440		103718	P	11/12/24	01147 000	LEGAL&ENGINEER	1,854.36
	INVOICE:	10/18/2024 INVOICES								
	167690	10/01/24	69440		103718	P	11/12/24	08401 314	LEGAL	99.00
	INVOICE:	10/18/2024 INVOICES								
VENDOR TOTALS			115,049.50	YTD INVOICED				173,630.51	YTD PAID	15,737.46
3358 KEYSTONE MUNICIPAL SERVICES, INC.	167723	10/12/24	69473		1014	M	11/12/24	30401 900	EXPENDITURES - ARPA FUNDS	8,176.00
	INVOICE:	38097								
VENDOR TOTALS			138,061.25	YTD INVOICED				167,370.75	YTD PAID	8,176.00
1287 KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	167724	10/22/24	69474		1020	M	11/12/24	30401 900	EXPENDITURES - ARPA FUNDS	8,867.80
	INVOICE:	OCTOBER INVOICES								
VENDOR TOTALS			65,416.22	YTD INVOICED				80,692.45	YTD PAID	8,867.80
3216 KUHLS LAW FIRM, PLLC	167673	10/28/24	69423		103719	P	11/12/24	01414 314	PROF SERV- LEGAL (ZHB)	9,900.00
	INVOICE:	1758								
VENDOR TOTALS			22,965.00	YTD INVOICED				48,885.00	YTD PAID	9,900.00
2835 MANKO, GOLD, KATCHER & FOX, LLP	167661	10/16/24	69411		103720	P	11/12/24	01401 314	LEGAL SERVICES	750.00
	INVOICE:	1006500005123336								
VENDOR TOTALS			.00	YTD INVOICED				750.00	YTD PAID	750.00
4000 MARK MANJARDI	167706	10/07/24	69456		103721	P	11/12/24	01414 314	PROF SERV- LEGAL (ZHB)	540.00
	INVOICE:	102924								
VENDOR TOTALS			6,200.00	YTD INVOICED				6,740.00	YTD PAID	540.00
1409 MICHAEL ROGGE	167642	11/01/24	69392		103722	P	11/12/24	01410 158	POST-RETIREMENT HEALTH BE	332.62
	INVOICE:	110124								
VENDOR TOTALS			1,995.72	YTD INVOICED				2,328.34	YTD PAID	332.62

PAID INVOICES REPORT

WARRANT: 111224

TO FISCAL 2024/10 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
4088 MINUTEMAN SECURITY TECHNOLOGIES, INC.	167720	10/28/24	69470		1018	M	11/12/24	30401 900	EXPENDITURES - ARPA FUNDS	38,360.40
	INVOICE: 128482									
VENDOR TOTALS				.00 YTD INVOICED				38,360.40 YTD PAID		38,360.40
3874 MOBILE LIFTS, LLC	167698	10/15/24	69448		103723	P	11/12/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	1,370.80
	INVOICE: 240703BS-IN									
VENDOR TOTALS				.00 YTD INVOICED				1,370.80 YTD PAID		1,370.80
140 NORTH WALES WATER AUTHORITY	167613	10/02/24	69363		103724	P	11/12/24	08429 450	CONTRACTED SERVICES	83.75
	INVOICE: SALES0002522									
VENDOR TOTALS				72,138.73 YTD INVOICED				75,597.73 YTD PAID		83.75
741 OLD YORK ROAD COUNTRY CLUB	167629	10/24/24	69379		103725	P	11/12/24	01401 187	STAFF ENGAGEMENT	9,735.90
	INVOICE: 102424									
VENDOR TOTALS				250.00 YTD INVOICED				9,985.90 YTD PAID		9,735.90
3218 OPTIMUM CONTROLS CORPORATION	167722	10/24/24	69472		1016	M	11/12/24	30401 900	EXPENDITURES - ARPA FUNDS	9,000.00
	INVOICE: 047423									
VENDOR TOTALS				2,509.80 YTD INVOICED				11,604.80 YTD PAID		9,000.00
623 PA DEPT OF LABOR & INDUSTRY-B	167627	09/27/24	69377		103726	P	11/12/24	01409 370	R&M ALL BLDNGS	300.37
	INVOICE: 1228572									
VENDOR TOTALS				.00 YTD INVOICED				300.37 YTD PAID		300.37
3700 PA TURNPIKE TOLL BY PLATE	167685	10/21/24	69435		103727	P	11/12/24	01410 220	OPERATING SUPPLIES	30.80
	INVOICE: 137279401-1									
VENDOR TOTALS				466.60 YTD INVOICED				510.00 YTD PAID		30.80
3951 PARKER INTERPRIZE II, INC.	167702	11/04/24	69452		103728	P	11/12/24	01410 220	OPERATING SUPPLIES	39.64
	INVOICE: 15430									
VENDOR TOTALS				119.99 YTD INVOICED				159.63 YTD PAID		39.64
665 PAUL B. MOYER & SONS	167628	11/05/24	69378		103729	P	11/12/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	23.95
	INVOICE: 6029906									

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TO FISCAL 2024/10 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS		5,107.58 YTD INVOICED				5,196.52 YTD PAID				23.95	
5 PECO - PAYMENT PROCESSING											
167579		10/28/24	69329		103730	P	11/12/24	02434	383	R/M WISTER WOOD DISTRICT	6.38
	INVOICE:	3397391222	102824								
167580		10/29/24	69330		103730	P	11/12/24	02434	374	R/M WOODED POND DISTRICT	7.68
	INVOICE:	2658111222	102924								
167581		10/16/24	69331		103730	P	11/12/24	01430	360	UTILITIES	9.10
	INVOICE:	2793920100	101624								
167582		10/09/24	69332		103730	P	11/12/24	01409	360	UTILITIES	10.10
	INVOICE:	1975632000	100924								
167583		10/29/24	69333		103730	P	11/12/24	01430	360	UTILITIES	24.65
	INVOICE:	8230313000	102924								
167584		10/31/24	69334		103730	P	11/12/24	02434	380	R/M GWYNN CREST DISTRICT	27.01
	INVOICE:	7712968000	103124								
167585		10/29/24	69335		103730	P	11/12/24	05454	360	UTILITIES	28.27
	INVOICE:	8666762000	102924								
167586		10/29/24	69336		103730	P	11/12/24	02434	376	R/M POLO CLUB DISTRICT	28.76
	INVOICE:	3840077000	102924								
167587		10/11/24	69337		103730	P	11/12/24	08429	360	UTILITIES	32.04
	INVOICE:	3372985000	101124								
167588		10/29/24	69338		103730	P	11/12/24	02434	375	R/M FOXFIELD RESERVE DIST	33.72
	INVOICE:	4934981222	102924								
167589		10/16/24	69339		103730	P	11/12/24	05454	360	UTILITIES	35.75
	INVOICE:	3978998000	101624								
167590		10/16/24	69340		103730	P	11/12/24	01409	360	UTILITIES	45.35
	INVOICE:	2971145000	101624								
167591		10/23/24	69341		103730	P	11/12/24	02434	373	R/M TREWELLYN ESTATE DIST	47.72
	INVOICE:	5486784000	102324								
167592		10/21/24	69342		103730	P	11/12/24	02434	373	R/M TREWELLYN ESTATE DIST	47.98
	INVOICE:	5486784000	102124								
167593		10/29/24	69343		103730	P	11/12/24	02434	373	R/M TREWELLYN ESTATE DIST	48.35
	INVOICE:	5486784000	102924								
167594		10/29/24	69344		103730	P	11/12/24	02434	377	R/M BETHLEHEM DISTRICT	153.98
	INVOICE:	9909383000	102924								
167595		10/29/24	69345		103730	P	11/12/24	02434	372	R/M PENLLYN DISTRICT	161.14
	INVOICE:	3931524000	102924								
167596		10/10/24	69346		103730	P	11/12/24	05454	360	UTILITIES	199.35
	INVOICE:	5759811222	101024								
167597		10/29/24	69347		103730	P	11/12/24	02434	371	R/M PEN AMBLER DISTRICT	211.55
	INVOICE:	8029443000	102924								
167598		10/15/24	69348		103730	P	11/12/24	08429	360	UTILITIES	227.20
	INVOICE:	0251100100	101524								
167599		10/16/24	69349		103730	P	11/12/24	05454	360	UTILITIES	237.31
	INVOICE:	5759811222	101624								
167600		10/30/24	69350		103730	P	11/12/24	01430	360	UTILITIES	336.39
	INVOICE:	6692667000	103024								
167601		10/14/24	69351		103730	P	11/12/24	05454	360	UTILITIES	336.40
	INVOICE:	5759811222	101424								

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		62,994.22 YTD INVOICED						78,319.37 YTD PAID		2,296.18
2798	PENN DETROIT DIESEL ALLISON. LLC									
	167658	10/04/24	69408		103731	P	11/12/24	08429 370	R&M PUMP STATIONS/SEWER L	4,304.06
	INVOICE: 4658196									
	167659	10/23/24	69409		103731	P	11/12/24	08429 370	R&M PUMP STATIONS/SEWER L	1,092.62
	INVOICE: 4663529									
VENDOR TOTALS		10,063.37 YTD INVOICED						17,172.67 YTD PAID		5,396.68
1211	PENN-HOLO SALES & SERVICE									
	167641	11/05/24	69391		103732	P	11/12/24	01430 220	SUPPLIES PW	645.81
	INVOICE: 49901									
VENDOR TOTALS		661.44 YTD INVOICED						1,307.25 YTD PAID		645.81
2919	PFM ASSET MANAGEMENT LLC									
	167666	08/01/24	69416		103733	P	11/12/24	01410 311	PROF. SERVICES - PENSION,	3,742.88
	INVOICE: 14475253									
	167666	08/01/24	69416		103733	P	11/12/24	01402 310	PROFESSIONAL SERVICES	1,186.23
	INVOICE: 14475253									
VENDOR TOTALS		30,585.38 YTD INVOICED						44,243.13 YTD PAID		4,929.11
4072	PILOT THOMAS LOGISTICS, LLC									
	167708	10/10/24	69458		103734	P	11/12/24	01410 374	FUEL/ GASOLINE/ DIESEL	852.07
	INVOICE: 1026136-IN									
	167709	10/23/24	69459		103734	P	11/12/24	01410 374	FUEL/ GASOLINE/ DIESEL	909.37
	INVOICE: 1035894-IN									
	167710	09/24/24	69460		103734	P	11/12/24	01410 374	FUEL/ GASOLINE/ DIESEL	1,272.10
	INVOICE: 1008615-IN									
	167710	09/24/24	69460		103734	P	11/12/24	01430 374	FUEL/ GASOLINE/ DIESEL	167.41
	INVOICE: 1008615-IN									
	167711	10/17/24	69461		103734	P	11/12/24	01430 374	FUEL/ GASOLINE/ DIESEL	248.68
	INVOICE: 1030614-IN									
	167711	10/17/24	69461		103734	P	11/12/24	01410 374	FUEL/ GASOLINE/ DIESEL	939.60
	INVOICE: 1030614-IN									
	167713	10/03/24	69463		103734	P	11/12/24	01410 374	FUEL/ GASOLINE/ DIESEL	1,835.06
	INVOICE: 1017522-IN									
	167713	10/03/24	69463		103734	P	11/12/24	01430 374	FUEL/ GASOLINE/ DIESEL	344.00
	INVOICE: 1017522-IN									
	167714	09/11/24	69464		103734	P	11/12/24	01410 374	FUEL/ GASOLINE/ DIESEL	1,968.26
	INVOICE: 091124									
	167714	09/11/24	69464		103734	P	11/12/24	01430 374	FUEL/ GASOLINE/ DIESEL	334.75
	INVOICE: 091124									
VENDOR TOTALS		.00 YTD INVOICED						8,871.30 YTD PAID		8,871.30
2918	READY REFRESH BY NESTLE									
	167665	10/08/24	69415		103735	P	11/12/24	01409 220	SUPPLIES- ALL BLDNGS	311.91

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
INVOICE: 14J0438012023											
VENDOR TOTALS		935.73 YTD INVOICED			1,247.64 YTD PAID			311.91			
172 REX WILKINSON	167615	11/01/24	69365		103736	P	11/12/24	01410	158	POST-RETIREMENT HEALTH BE	445.45
INVOICE: 110124											
VENDOR TOTALS		4,454.50 YTD INVOICED			4,899.95 YTD PAID			445.45			
3941 RHYTHM ENGINEERING, LLC	167701	11/04/24	69451		103737	P	11/12/24	01430	370	R&M PW	400.00
INVOICE: 4026											
VENDOR TOTALS		.00 YTD INVOICED			400.00 YTD PAID			400.00			
2607 RICOH USA INC	167652	11/01/24	69402		103738	P	11/12/24	01430	430	TECHNOLOGY	63.50
INVOICE: 588587934											
167652	11/01/24	69402		103738	P	11/12/24	08429	430	TECHNOLOGY	63.50	
INVOICE: 588587934											
167653	09/15/24	69403		103738	P	11/12/24	01430	430	TECHNOLOGY	66.68	
INVOICE: 588214931											
167653	09/15/24	69403		103738	P	11/12/24	08429	430	TECHNOLOGY	66.67	
INVOICE: 588214931											
167654	11/01/24	69404		103738	P	11/12/24	01414	430	TECHNOLOGY	176.57	
INVOICE: 588586207											
VENDOR TOTALS		8,585.87 YTD INVOICED			10,187.03 YTD PAID			436.92			
3346 SMARTLINK, LLC	167675	11/01/24	69425		103739	P	11/12/24	01361	370	ADMIN FEE FOR ENGINEERING	250.00
INVOICE: 110124											
VENDOR TOTALS		.00 YTD INVOICED			250.00 YTD PAID			250.00			
573 STANDARD INSURANCE COMPANY	167624	10/01/24	69374		103740	P	11/12/24	01401	153	DISABLITY & LIFE INS.	626.89
INVOICE: 006359470001 100124											
167624	10/01/24	69374		103740	P	11/12/24	01402	153	DISABILITY & LIFE INS.	311.21	
INVOICE: 006359470001 100124											
167624	10/01/24	69374		103740	P	11/12/24	01409	153	DISABLITY & LIFE INS.	74.01	
INVOICE: 006359470001 100124											
167624	10/01/24	69374		103740	P	11/12/24	01410	153	DISABILITY & LIFE INS.	3,578.96	
INVOICE: 006359470001 100124											
167624	10/01/24	69374		103740	P	11/12/24	01414	153	DISABILITY & LIFE INS.	262.31	
INVOICE: 006359470001 100124											
167624	10/01/24	69374		103740	P	11/12/24	01430	153	DISABLITY & LIFE INS.	1,066.45	
INVOICE: 006359470001 100124											
167624	10/01/24	69374		103740	P	11/12/24	05451	153	DISABLITY & LIFE INS.	168.90	
INVOICE: 006359470001 100124											

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	167624	10/01/24	69374		103740	P	11/12/24	08487 153	DISABILITY & LIFE INS.	763.95
	INVOICE:	006359470001	100124							
	167625	11/01/24	69375		103740	P	11/12/24	01401 153	DISABILITY & LIFE INS.	626.89
	INVOICE:	006359470001	110124							
	167625	11/01/24	69375		103740	P	11/12/24	01402 153	DISABILITY & LIFE INS.	311.21
	INVOICE:	006359470001	110124							
	167625	11/01/24	69375		103740	P	11/12/24	01409 153	DISABILITY & LIFE INS.	74.01
	INVOICE:	006359470001	110124							
	167625	11/01/24	69375		103740	P	11/12/24	01410 153	DISABILITY & LIFE INS.	3,578.96
	INVOICE:	006359470001	110124							
	167625	11/01/24	69375		103740	P	11/12/24	01414 153	DISABILITY & LIFE INS.	262.31
	INVOICE:	006359470001	110124							
	167625	11/01/24	69375		103740	P	11/12/24	01430 153	DISABILITY & LIFE INS.	954.78
	INVOICE:	006359470001	110124							
	167625	11/01/24	69375		103740	P	11/12/24	05451 153	DISABILITY & LIFE INS.	168.90
	INVOICE:	006359470001	110124							
	167625	11/01/24	69375		103740	P	11/12/24	08487 153	DISABILITY & LIFE INS.	726.73
	INVOICE:	006359470001	110124							
	VENDOR TOTALS		56,168.86	YTD INVOICED				69,725.33	YTD PAID	13,556.47
3733	STAPLES									
	167686	10/31/24	69436		103741	P	11/12/24	01401 200	OFFICE SUPPLIES	121.91
	INVOICE:	7002769201								
	167687	10/31/24	69437		103741	P	11/12/24	01401 200	OFFICE SUPPLIES	124.30
	INVOICE:	7002503494								
	167688	10/31/24	69438		103741	P	11/12/24	01401 200	OFFICE SUPPLIES	59.60
	INVOICE:	7002579268								
	VENDOR TOTALS		4,450.81	YTD INVOICED				5,380.48	YTD PAID	305.81
3499	STEPHENSON EQUIPMENT INC.									
	167680	10/21/24	69430		103742	P	11/12/24	08429 262	R&M EQUIP/VEHICLES	81.68
	INVOICE:	80061668								
	VENDOR TOTALS		851.44	YTD INVOICED				933.12	YTD PAID	81.68
4081	THE PENNSYLVANIA HORTICULTURAL SOCIETY									
	167715	11/04/24	69465		103743	P	11/12/24	31446 104	TREE GIVEAWAY	530.00
	INVOICE:	BRF24-LGPWD								
	VENDOR TOTALS		.00	YTD INVOICED				530.00	YTD PAID	530.00
3641	TRAISS, LLC									
	167683	10/01/24	69433		103744	P	11/12/24	01414 430	TECHNOLOGY	1,600.00
	INVOICE:	2970								
	VENDOR TOTALS		12,950.00	YTD INVOICED				17,950.00	YTD PAID	1,600.00
2673	TURF EQUIPMENT AND SUPPLY COMPANY									
	167655	10/22/24	69405		103745	P	11/12/24	01430 262	REPAIRS VEHICLES/TOOLS/MA	63.79

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WARRANT: 111224

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 70102693-00										
VENDOR TOTALS		48,067.70 YTD INVOICED						48,131.49 YTD PAID		63.79
473 UNITED RENTALS (NORTH AMERICA), INC	167620	10/21/24	69370		103746	P	11/12/24	01430 220	SUPPLIES PW	430.78
INVOICE: 240344396-001										
VENDOR TOTALS		2,340.56 YTD INVOICED						2,771.34 YTD PAID		430.78
2906 US BANK	167662	09/01/24	69412		103747	P	11/12/24	01410 311	PROF. SERVICES - PENSION,	109.05
INVOICE: 14492890										
167663	09/01/24	69413		103747	P	11/12/24	01410 311	PROF. SERVICES - PENSION,	463.15	
INVOICE: 14492785										
167664	09/01/24	69414		103747	P	11/12/24	01402 310	PROFESSIONAL SERVICES	173.32	
INVOICE: 14485946										
VENDOR TOTALS		5,717.26 YTD INVOICED						7,818.63 YTD PAID		745.52
40 VERIZON	167604	10/12/24	69354		103748	P	11/12/24	08429 320	COMMUNICATIONS	33.21
INVOICE: 2156160540 101224										
167605	10/07/24	69355		103748	P	11/12/24	08429 320	COMMUNICATIONS	38.27	
INVOICE: 2152831193 100724										
167606	10/07/24	69356		103748	P	11/12/24	08429 320	COMMUNICATIONS	38.27	
INVOICE: 2155428926 100724										
167607	10/12/24	69357		103748	P	11/12/24	08429 320	COMMUNICATIONS	40.99	
INVOICE: 2156282913 101224										
167608	10/07/24	69358		103748	P	11/12/24	08429 320	COMMUNICATIONS	45.68	
INVOICE: 2155428927 100724										
167609	10/24/24	69359		103748	P	11/12/24	01409 320	COMMUNICATIONS	334.90	
INVOICE: 2156461633 102424										
167718	10/17/24	69468		103748	P	11/12/24	08429 320	COMMUNICATIONS	33.21	
INVOICE: 2156430661 101724										
VENDOR TOTALS		7,275.79 YTD INVOICED						8,586.59 YTD PAID		564.53
3204 VICTORY GARDEN'S, INC.	167670	10/18/24	69420		103749	P	11/12/24	01430 370	R&M PW	150.00
INVOICE: 891960										
167671	10/18/24	69421		103749	P	11/12/24	01430 370	R&M PW	150.00	
INVOICE: 891966										
167672	10/21/24	69422		103749	P	11/12/24	01430 370	R&M PW	50.00	
INVOICE: 891981										
VENDOR TOTALS		2,575.00 YTD INVOICED						2,925.00 YTD PAID		350.00
3979 WILSON OF WALLINGFORD, INC.	167703	10/17/24	69453		103750	P	11/12/24	01409 370	R&M ALL BLDNGS	43.59
INVOICE: 11421440										

PAID INVOICES REPORT

WARRANT: 111224

TO FISCAL 2024/10 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
167704		10/17/24	69454		103750	P	11/12/24	01409 370	R&M ALL BLDNGS	411.29
	INVOICE:	11421439								
VENDOR TOTALS		1,710.54		YTD INVOICED		2,291.96		YTD PAID		454.88
									REPORT TOTALS	943,393.30

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	72	870,605.08
TOTAL MANUAL CHECKS	6	72,788.22

** END OF REPORT - Generated by Mary Trocino **

**LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS
REGULAR MEETING
TUESDAY, OCTOBER 22, 2024**

SUPERVISORS:

Danielle A. Duckett, Chairman
Michael Twersky, Vice Chair
Janine Martin
Tessie McNeely
Jimmy Chong

STAFF:

Mimi Gleason, Township Manager
Jamie Worman, Assistant Township Manager
Michelle Farzetta, Office Manager – Absent (minutes taken through zoom recording)
Neil Stein, Esq., Solicitor
Fred Zollers, Director Public Works
Paul Kenny, Police Chief
Jim Hersh, Township Engineer, Gilmore
Chad Dixson, Traffic Engineer, Bowman Company - via zoom
Melinda Haldeman – Finance Director
John Farrell – Project Manager/Emergency Management Coordinator

Call to Order and Pledge of Allegiance

The Chair called the hybrid meeting to order at 7:00pm at the Lower Gwynedd Township Building and virtually on Zoom and led those in attendance in the pledge of allegiance.

ANNOUNCEMENTS AND PRESENTATIONS

The Board of Supervisors (BOS) met at an executive session prior to tonight's meeting to discuss matters of litigation and personnel.

PUBLIC COMMENTS

Eric Rudolph, 537 Montgomery Road, asked for an update regarding the installation of the blankets on the chiller at the Wissahickon Middle School (WMS). Ms. Worman stated the blanket was installed and Kelli Scarlett was present when the chiller was fired up today. Ms. Scarlett said the sound appeared to be better, but more testing was going to be completed. Mr. Rudolph reviewed the timeline of events in trying to come up with a solution to the sound issue. He stated that there needs to be a solution before next summer to mitigate any further issues. The loud sound prevents residents from sitting outside and is hurting property values. Ms. Gleason said she will follow up with Ms. Scarlett for any additional updates.

Nick Militello, 613 Montgomery Road, thanked the BOS for their help addressing the chiller at WMS. He pointed out that even with a lower noise, the chiller produces a constant sound like that of a leaf

blower. He wanted to try and paint a picture to help the BOS understand how frustrating the ongoing sound can be.

BUILDING AND ZONING

Continued public hearing for a Conditional Use application for Ambler Yards, 300 Brookside Avenue, to modify the master plan to add two accessory storage structures behind Building #35.

During the September 24, 2024, BOS meeting, a Conditional Use Hearing was held for the addition of two accessory structures (storage containers) behind Building #35 for Entegris, who occupies this building. Mr. Stein is reopening the hearing tonight to allow additional testimony and exhibits to the record. The information and testimony provided was transcribed by a court reporter and will be available upon request. Mr. Stein stated that the BOS will render a decision at the November 12, 2024, BOS meeting.

Please note: Mr. Chong left the meeting at 8:15pm.

GENERAL BUSINESS

Resolution #2024-30 authorizing the process to pursue bond funding and advertisement of a pre-enactment notice for a bond issuance for the acquisition and design of real property for use as the Township's future Public Works Facility

In June, PFM was hired as a financial advisor to assist with the financing needed to construct a new Public Works facility. An initial \$5 million bond issuance is proposed to pay for land acquisition and design. Jamie Schlesinger from PFM explained the process to pursue the funding for the bonds. Mr. Schlesinger explained that the goal is to settle on the bonds before the end of 2024, as there are tax advantages if we do so. The actual parameters would need to be finalized during the November 12, 2024, BOS meeting. Tonight, we would start the process with Resolution #2024-30 to initiate the process and advertisement of the parameters ordinance to issue a bond. There was an active conversation between the BOS and Mr. Schlesinger about possible scenarios and timelines. Ms. Duckett made a motion, seconded by Ms. Martin, to approve Resolution #2024-30 authorizing the process to pursue bond funding and advertisement of a pre-enactment notice for a bond issuance for the Public Works Facility. Motion passed 4-0.

Review of draft 2025 budget for capital projects and purchases

The BOS was presented with a draft of the Capital Project Plan for 2025-2029. Ms. Gleason stated that the new Public Works Facility will be the biggest project on this plan. There is also a long-term plan for other capital projects. There was an active discussion regarding an Access Control System for the Penllyn Woods Community Building with a projected cost of \$40,000. The BOS feels that it is a lot of money and there must be other alternatives. Currently we need to have someone at the building to physically open the building for residents and/or groups who rent the building. A system would make the building more accessible, reliable and secure. Ms. Haldeman said we need to look at the total cost of having a Park Attendant present to let people in and lock up versus the cost of the Access System. It was decided to revisit this topic at a later date.

There was a conversation about the Brights Lane Trail crossing being included with the road paving project in 2025. Ms. Haldeman mentioned that there are funds in the liquid fuels account that can be used to help fund the road projects. A ten-year plan has been created to plan for proper maintenance and repair of the roads.

The Sumneytown Pike Corridor was mentioned. Planning for this project is currently projected to start in 2026. The Township would work with Montgomery County, as they are the owners of the road. Significant grants would be necessary to pay for improvements that would alleviate congestion on the road. This would be a very large project to complete even from the planning side. Ms. Gleason mentioned that we received an LSA grant for the Traffic Signal project at Trewellyn and Penllyn Pike.

There was discussion about planned improvements at Oxford Park, in particular the GaGa Ball Pit. Ms. Gleason explained the GaGa Pit was included in a grant application, so we are not able to start until we know if the grant is awarded. If we do not receive the grant, then the Board can decide whether to move forward with the GaGa Pit and have the township fund it or continue to wait and include it in a future grant application.

The Texaco Gateway has been discussed with the Park and Recreation Board and Gilmore and could include landscaping, a walking path and benches. There was some conversation regarding ideas for possible nonprofit funding.

Mr. Hersh mentioned that money has been included for the Houston Creek Flood Study and the Penllyn Flood Study. Also, in conjunction with the Wissahickon School District's crosswalk project from Knight Road to Brookside Ave, the Township is budgeted to install new ADA ramps that also help with drainage.

Ms. Gleason also provided a status report on capital project grants. This report included all awarded grants, applications submitted and proposed applications. Overall, the township has been awarded almost \$8 million dollars in grants. This was great news to hear. The full budget will be presented during the November 12, 2024 BOS meeting.

Consider approval of updated Fund Balance Policy

The Townships current fund balance was adopted in 2011 and requires updating to reflect our funds, requirements and practices. The draft policy provided follows the guidance in the Government Accounting Standards Board Statement Number 54. This statement recommends the minimum amounts of cash balance to be maintained in the general fund and sewer operating fund. This policy is meant to set a true floor below which remedial steps would be needed. Ms. Duckett made a motion, seconded by Ms. Martin, to approve the updated Fund Balance Policy. Motion passed 4-0.

Consider approval of Investment Policy

Currently, the Township does not have a written investment policy. The proposed policy will address goals, standards and procedures for investing Township cash balances, as well as future bond proceeds. These permitted investments follow the requirements of Section 3204 of the Second-Class Township Code. Ms. Duckett made a motion, seconded by Mr. Twersky, to approve the proposed Investment policy. Motion passed 4-0.

Consider approval of Ordinance #549 deleting Sections 244.01 (police hiring) and 244.03 (background investigations) in Chapter 244 of the Lower Gwynedd Township Code

At the October 8, 2024, BOS meeting the BOS authorized advertisement of Ordinance #549 deleting section 244.01 and section 244.03 in the Township Code. Those topics are now addressed in the Police Department's hiring general order. Ms. Duckett made a motion, seconded by Ms. McNeely, to approve Ordinance #549. Motion passed 4-0.

Consider authorizing initiation of selection process for Zoning Hearing Board Solicitor

Resolution #2023-20 required a review and selection process every five years for professional service consultants that are utilized on a regular basis by the Township. Staff are asking for authorization to start the selection process for the Zoning Hearing Board Solicitor. The Request for Proposal (RFP) was provided in the meeting packet and previously reviewed by the members of the Zoning Hearing Board. Ms. Duckett made a motion, seconded by Mr. Twersky, to initiate the selection process for the Township's Zoning Hearing Board Solicitor. Motion passed 4-0.

Consider authorizing initiation of selection process for Labor Attorney

Resolution #2023-20 required a review and selection process every five years for professional service consultants that are utilized on a regular basis by the Township. Staff are asking for authorization to start the selection process for the Township's Labor Attorney. The Request for Proposal (RFP) was provided in the meeting packet. Ms. Duckett made a motion, seconded by Ms. Martin, to initiate the selection process for the Township's Labor Attorney. Motion passed 4-0.

Township Engineer Report

The BOS received the October 2024 Township Engineer Report from Gilmore and Associates. There were no questions or comments.

Traffic Engineer Report

The BOS received the October 2024 Traffic Engineer Report from Bowman. There were no questions or comments.

Finance Report - September 2024

The BOS received the Financial Report for September 2024. There were no questions or comments.

Approval of invoice report

The BOS received the invoice report for checks dated October 22, 2024, totaling \$326,470.73. There were no questions or comments. Ms. Duckett made a motion, seconded by Ms. Martin, to approve the invoice report dated October 22, 2024. Motion passed 4-0.

Approval of minutes - October 8, 2024

The BOS received the minutes from October 8, 2024, BOS meeting. There were no questions or comments. Ms. Duckett made a motion, seconded by Mr. Twersky, to approve the meeting minutes of October 8, 2024. Motion passed 4-0.

SUPERVISOR LIAISON REPORTS

The BOS received the Liaison Reports for the Environmental Advisory Council (EAC), the Parks and Recreation Board and the Planning Commission. There were no questions or comments.

STAFF UPDATES

Chief Kenny gave an update regarding the new Bus Patrol system. He stated that they are averaging 60 violations a week, or about 12 a day, for vehicles that do not stop when a school bus stops. Citations are sent to violators. A link is provided on the citation where they're able to view the video of the violation. Chief Kenny also stated that the new police hiring policy is posted on the website.

SUPERVISORS COMMENTS

Ms. McNeely mentioned that Melinda Wolfe organized a tour of the recycling facility at Republic Services for the members of the EAC. She shared that all plastics numbered 1-7 can be recycled. However, single use plastic bags are not able to be recycled at that facility or in curb side recycling. Ms. McNeely also thanked the staff for all their work on a daily basis.

Ms. Martin also thanked the staff.

Mr. Twersky congratulated the staff on their hard work that resulted in \$8 million in grant funding.

Ms. Duckett echoed those comments. She also asked everyone to be careful when driving, as she has been made aware of several car accidents recently.

Adjournment

Ms. Duckett made a motion, seconded by Ms. Martin, to adjourn the meeting at 9:55pm. Motion passed 4-0.

Respectfully submitted,

Michelle Farzetta
Office Manager