

LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS REGULAR PUBLIC MEETING

Tuesday, January 28, 2025, 7:00 p.m.

To join the meeting via Zoom:

<https://us02web.zoom.us/j/87301470353?pwd=p0pSplae4Jt7frOpasmmPsaDnQyla.1>

Call #: 1-646-876-9923



CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS AND PRESENTATIONS

The Board of Supervisors met in an executive session on January 6, 2025, and prior to tonight's meeting to discuss matters of real estate, personnel, and potential litigation.

PRESENTATION: 2024 Environmental Advisory Council Growing Green Awards

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. Public hearing for a conditional use application for Lower Gwynedd Little League to permit two new scoreboards with sponsorship signs to replace two existing scoreboards at Ingersoll Park at 905 Wister Avenue

GENERAL BUSINESS

1. Consider request from the Environmental Advisory Council for WeConservePA membership
2. Consider addition to list of volunteer firefighters to receive 2024 earned income tax credits
3. Consider approval of a RACP cooperation agreement with Gwynedd Mercy University and the Montgomery County Redevelopment Authority
4. Consider approval of proposal from Bowman Consulting Group to design the traffic signal modernization project at Penllyn Pike and Trewellyn Avenue / Old Penllyn Pike for \$47,000 plus reimbursable expenses
5. Consider license agreement for 1137 McKean Road
6. Township Engineer Report – January 2025
7. Traffic Engineer Report – January 2025
8. Approval of invoice report for January 28, 2025
9. Approval of minutes – January 6, 2025

SUPERVISOR LIAISON REPORTS

Questions about Volunteer Commission Meeting Highlights

STAFF UPDATES

Updates from staff on municipal activities and projects

SUPERVISORS COMMENTS

Comments or questions from the Board of Supervisors

Adjournment

UPCOMING MEETING DATES*

HUMAN RELATIONS COMMISSION	THURS	03/06/2025	7:00 P.M.
BOARD OF SUPERVISORS	TUES	02/11/2025	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	02/12/2025	7:00 P.M.
ZONING HEARING BOARD	THURS	02/13/2025	6:00 P.M.
PARKS AND RECREATION	TUES	02/18/2025	6:00 P.M.
PLANNING COMMISSION	WED	02/19/2025	7:00 P.M.

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



MEMORANDUM

ATTN: Board of Supervisors
DATE: January 24, 2025
FROM: Jamie P. Worman, Assistant Township Manager *Jamie Worman*
SUBJ: Conditional Use Application-Lower Gwynedd Little League Scoreboard Replacements- Ingersoll Park

Attached to this memo is the conditional use application and associated documents for the Lower Gwynedd Little League (LGLL) scoreboard replacement. The LGLL proposes the replacement of two existing scoreboards with two new scoreboards, with each new scoreboard to contain no more than two sponsorship signs. The property is zoned MD-Municipal District and conditional use approval is required pursuant to Section 1298.14 of the Lower Gwynedd Code that states *“in any district where a municipal use is permitted, all regulations and restrictions of that district may be modified in connection with a proposed municipal use subject to the holding of a public hearing conducted in accordance with the procedures established herein for the granting of a conditional use.”* The LGLL is seeking this relief to facilitate the replacement of the existing scoreboards.

The application was reviewed by the Montgomery County Planning Commission (letter attached) and Lower Gwynedd Planning Commission at their meeting held January 15th, 2025. The PC recommended the application be approved and that the following condition be considered by the BOS:

- The applicant submits a rendering depicting the dimensions of the existing and proposed scoreboards at the public hearing.

A public hearing is scheduled during the regular meeting of the BOS on **Tuesday, January 28th, 2025**. The LGLL will be represented by **Adam Taylor, Jeff Carcione, Anthony LaGreca, and Rick King** who all current board members.



#25-01 CU

Lower Gwynedd Township

1130 N. Bethlehem Pike, P.O. Box 625
Spring House, PA 19477
(215)646-5302- phone
(215)646-3357-fax
www.lowergwynedd.org

Conditional Use Appeal to Board of Supervisors

1. Date: December 10, 2024
2. Classification of Appeal (check all that apply):
 Request for a Conditional Use
 Other (specify): _____
3. Applicant:
Name: Lower Gwynedd Little League
Mailing Address: P.O. Box 164
Springhouse, PA 19477
Phone Number: 267-649-1580 / 609-472-2593
Email Address: info.baseball@gmail.com / Ataylor@kaplaw.com
State owner of legal title, if other than Applicant: _____
4. Applicant's Attorney:
Name: _____
Mailing Address: _____
Phone Number: _____
Email Address: _____
5. Property:
Location: 905 Wister Avenue, Ingersoll Park
Present Zoning Classification: Municipal District
Area: 6.72 acres
Frontage: 4,350 LF
Depth: 350 feet
Description of the current use and the existing improvements on the property: Township Park / baseball facilities

Description of the proposed use and the proposed improvements (if
different):

6. Legal grounds for appeal:

Seeking approval from the Board of Supervisors to replace two (2)
existing scoreboards at Ingersoll Park (one on Minor's field and
one on Major's field) with new scoreboard signs (each contains up to
two (2) sponsor signs)

7. State each section of the zoning ordinance involved in this application:

Section 1298.14 - Municipal use relief

8. Has any previous appeal or application been filed in connection with this
property?

Yes No If yes, date and specifics: _____

9. Is public water available to this property?

Yes No

Is public sewer available to this property?

Yes No

10. Does this Application involve a proposed subdivision?

Yes No

If yes, has a subdivision plan been filed with the Township?

Yes No



Signature of Applicant

WAIVER

I/We hereby waive the provision that the hearing before the Board of Supervisors of Lower Gwynedd Township be held within 60 days of the application, as stipulated in the Pennsylvania Municipalities Planning Code.

Authorized Signature

Printed Name

Date

EXTENSION OF TIME
CONDITIONAL USE REQUEST

Date: _____

Township Manager
Lower Gwynedd Township
1130 North Bethlehem Pike
Spring House, PA 19477

RE: Property Address: _____

Current Use: _____

Requested Use: _____

On _____, I filed an official application for Conditional Use approval for the above referenced property and paid all appropriate fees. I understand that the Township's Zoning Ordinance and the Pennsylvania Municipalities Planning Code ("MPC") require that the Board of Supervisors hold the initial hearing on this application within 60 days of filing all appropriate fees and applications.

Please be advised that, notwithstanding any contrary provision of the Township's Zoning Ordinance or the MPC, this letter will serve as notice to the Township that the requirement that the initial hearing on this request by the Board of Supervisors take place within 60 days is hereby waived, without limitation as to time.

Should it become necessary to limit the amount of time for the Board of Supervisors to take action on my request, I may revoke this extension of time in writing, sent regular mail and certified mail to the Township, return receipt requested, and the Township shall be obligated hold a hearing on the Conditional Use application within the time then required by the MPC, starting from the date of the Township's receipt of the notice described in this paragraph.

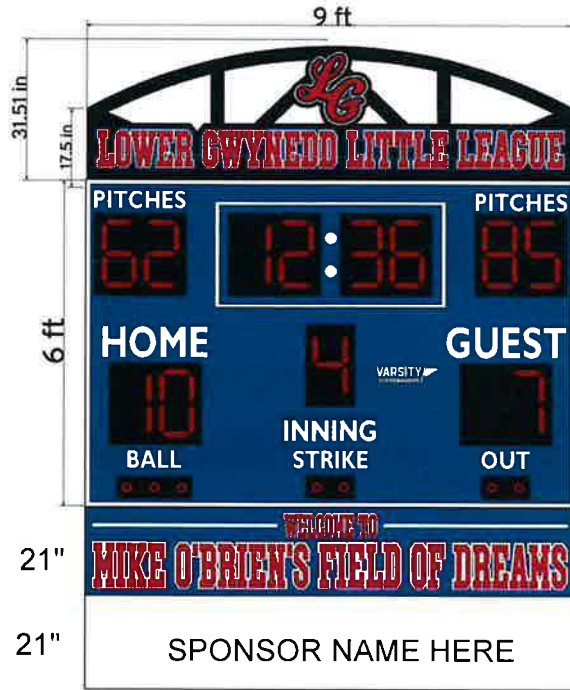
If the Township, in its sole discretion, determines that insufficient progress is being made with regard to the progress of the Conditional Use application, the Township may also revoke this extension of time in writing, sent regular mail and certified mail, return receipt requested. I understand that the Township will advertise and hold a public hearing on the application within the time then required by the MPC, starting from the date of the Applicant's receipt of the notice described in this paragraph.

For the purposes stated herein, written notice shall be deemed received, if sent regular mail and certified mail, on the date of the written receipt on the certified mail return receipt, or, three (3) days after the date indicated on the notification letter in the event the certified mail is returned as "refused", "unclaimed", or is otherwise returned without indication of receipt.

Sincerely,



MODEL - 3355



LEGAL ADVERTISEMENT
CONDITIONAL USE HEARING NOTICE

Notice is hereby given that the Lower Gwynedd Township Board of Supervisors, on Tuesday, January 28, 2025, at 7:00 p.m., will hold a public hearing to consider the conditional use application (“**Application**”) of Lower Gwynedd Little League (“**Applicant**”), lessee of the property known as 413 Old Penllyn Pike, a/k/a Ingersoll Park, Parcel #39-00-03170-00-4, consisting of approximately 5.57 acres, located within the MD Municipal Zoning District (“**Property**”). The Applicant proposes the replacement of two (2) exiting scoreboards with two (2) new scoreboards, with each new scoreboard to contain not more than two (2) sponsorship signs (the “**Proposed Use**”). Conditional use approval is required pursuant to Section 1298.14, because the Proposed Use is a municipal use which modifies the requirements of the underlying zoning district. The Application must meet the requirements of Section 1298.07 of the Township's Zoning Code.

The Board of Supervisors will consider testimony and evidence from the Applicant at the hearing in support of the Application. Copies of the Application and proposed plans are available to be viewed at the Lower Gwynedd Township Building during normal business hours. Please contact the Township at (215) 646-5302 or mfarzetta@lowergwynedd.org, to schedule an appointment.

The public may participate in the meeting in person at the Lower Gwynedd Township Building, 1130 N. Bethlehem Pike, Spring House, PA 19477; online at <https://us02web.zoom.us/j/87301470353?pwd=p0pSplaep4Jt7frOpasmmPsaDnQyla.1> ; or by calling 646 876 9923 and entering the meeting ID number 873 0147 0353 when prompted.

At the hearing, members of the public may request party status. Only those granted party status may question witnesses, present testimony, and appeal from the decision to court. Party status is not required to provide comments only, and comments may be presented in writing, or verbally at the conclusion of the hearing. Anyone requesting party status or who wishes to submit written comments in advance of the hearing, are encouraged, but not required, to email the Township Solicitor, Neil Andrew Stein, Esquire, nstein@kaplaw.com, with your name, address, e-mail address, and telephone number and any comments.

Neil Andrew Stein, Esquire
Lower Gwynedd Township Solicitor

PLEASE PROVIDE PROOF OF PUBLICATION

PHILADELPHIA GROUP

AFFIDAVIT OF PUBLICATION
390 Eagleview Boulevard • Exton, PA 19341

LOWER GWYNEDD TOWNSHIP
1130 N BETHLEHEM PIKE
PO BOX 625
SPRING HOUSE, PA 19477
Attention: MICHELLE FARZETTA

STATE OF PENNSYLVANIA,

The undersigned Richard L. Crowe, being duly sworn the he/she is the principal clerk of The Reporter, The Reporter Digital, published in Montgomery County for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

LOWER GWYNEDD TOWNSHIP

Published in the following edition(s):

The Reporter, The Reporter Digital
01/13/25, 01/20/25

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Neil Andrew Stein, Esquire
Lower Gwynedd Township Solicitor

LAN: Jan. 13, 20. a-1

Sworn to the subscribed before me this 1/21/25.

Maureen Schmid

Notary Public, State of Pennsylvania
Acting in County of Montgomery

Commonwealth of Pennsylvania - Notary Seal
Maureen Schmid, Notary Public
Montgomery County
My Commission Expires March 31, 2029
Commission Number 1248132

Advertisement Information

Client Id: 881248 Ad Id: 2678322 PO: Cond Use Hearing Sales Person: 063308

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JAMILA H. WINDER, CHAIR
NEIL K. MAKHIJA, VICE CHAIR
THOMAS DIBELLO, COMMISSIONER

WWW.MONTGOMERYCOUNTYPA.GOV



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY • PO Box 311
NORRISTOWN, PA 19404-0311

610-278-3722
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

January 2, 2025

Ms. Jamie Worman, Assistant Township Manager
Lower Gwynedd Township
1130 North Bethlehem Pike
Post Office Box 625
Spring House, Pennsylvania 19477

Re: MCPC # 24-0274-001
Plan Name: Little League Signage
(1 lots comprising 5.57 acres)
Situate: 905 Wister Ave (cross street: Penllyn Pike)
Lower Gwynedd Township

Dear Ms. Worman:

We have reviewed the above-referenced conditional use proposal as you requested on December 13, 2024. We forward this letter as a report of our review.

BACKGROUND

Lower Gwynedd Township is proposing to replace the existing two scoreboard signs for the Little League baseball fields at Ingersoll Park with new scoreboard signs. Ingersoll Park is located in the MD-Municipal District. In the MD District, one free standing sign is permitted on each street frontage, and the total sign area on any one street frontage shall not exceed 40 square feet (§ 1292.03). The proposed scoreboard sign would be larger than the maximum permitted 40 square feet. As part of the township park system, Little League scoreboard signs would be permitted, per Section 1298.14, which permits all regulations of the zoning district where the use is proposed to be modified, provided that a public hearing “in accordance with the procedures...for the granting of a conditional use” is conducted. In addition to the site plan for the proposed signage locations, a Conditional Use Appeal application has been provided in order to meet the requirements of Section 1298.14.



RECOMMENDATION

The Montgomery County Planning Commission (MCPC) supports the applicant's proposal without comment as we have found it to be generally consistent with the county's comprehensive plan comment and we have not identified any significant land use, transportation, design, or other issues that should be addressed.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal without comment. Please note that the review comments contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (24-0274-001) on any plans submitted for final recording.

Sincerely,



Claire Warner, Senior Community Planner
Claire.Warner@montgomerycountypa.gov – 610-278-3755

c: Mimi Gleason, Interim Township Manager
Craig Melograno, Chairman, Planning Commission

Attachment A: Aerial Image of Site

Attachment B: Reduced Copy of Applicant's Proposed Site Plan

ATTACHMENTS A & B



Lower Gwynedd Little League Signage
MCPC#240274001

Montgomery
County
Planning
Commission

Montgomery County Courthouse - Planning Commission
PO Box 311, Norristown PA, 19374-0311
(p) 610-278-3722 (f) 610-278-3941
www.montcopa.org/plancom
Aerial photography provided by Neaermap



**LOWER GWYNEDD TOWNSHIP
PLANNING COMMISSION
Minutes of January 15, 2025**

Present: Rich Valiga, Vice-Chair
Maureen Nunn
Rusty Beardsley
Danielle Porreca
Michael Mrozinski
Craig Adams

Patty Furber, B&Z Administrator

Absent: Craig Melograno, Chairman

Call to Order:

The meeting of the Lower Gwynedd Township Planning Commission was called to order at 7:00 PM.

Approval of Minutes: November 20, 2024

A motion was made by Ms. Porreca and seconded by Mr. Adams to approve the minutes of the Lower Gwynedd Township Planning Commission meeting of November 20, 2024. The motion carried unanimously.

Reorganization of the Planning Commission:

A motion was made by Mr. Valiga to keep the board as-is and seconded by Ms. Porreca:

- Chairman: Mr. Craig Melograno
- Vice Chair: Mr. Rich Valiga
- Secretary: Ms. Patty Furber
- Vice Secretary: Ms. Jamie Worman

The motion passed with a 6-0 vote

Conditional Use:

Lower Gwynedd Little League - Sponsorship Signage

#25-01CU

Present for the application were little league board members: Mr. Adam Taylor, Mr. Jeff Carcione and Mr. Anthony LaGreca. Mr. Taylor started off by introducing himself, Mr. Carcione and Mr. LaGreca, stating that they are three out of a thirteen-member board for the Lower Gwynedd Little League.

Mr. Valiga asked if the proposed scoreboards would be the same size as the existing scoreboards. Mr. Carcione stated that they would be the same width but there would be a difference in height. Mr. Carcione stated that the Bob Strimel Memorial Field scoreboard would have an 8' foot increase in height and 8' foot increase in width. The Mike O'Brien Field of Dreams scoreboard would be the same width, but the height would be increased by 4' foot. Mr. Valiga wanted to know the size of the existing scoreboards. Mr. Beardsley stated that these will be more than twice the size. Mr. Carcione was not sure of those dimensions. Mr. Valiga stated that should have been included in their application.

Mr. Valiga stated that there was a mention in the Montgomery County Planning Commission review letter dated January 2, 2025, regarding a maximum of 40 sf per street frontage signage, but there was an exception noted regarding section 1298.14 for municipal use relief. Mr. Valiga wanted to know if the applicants went to the Zoning Hearing Board for approval of the original scoreboards and if they were grandfathered in for the proposed increase in size. Mr. Carcione stated that he wasn't sure what relief was granted previously, but that they did have to go through the same process for conditional use back in 2019 for the scoreboard at Penllyn Woods Cutler Field.

Mr. Beardsley wanted to know what was behind the existing scoreboards. Mr. Carcione stated there is a memorial garden in between the uprights between the signposts for the Mike O'Brien scoreboard and the Bob Strimel scoreboard has the township (old McCormick) sub garage behind it.

Mr. Taylor informed the PC of the interest in the sponsorship signage, stating that so far, Mr. Joseph Stampone of Stampone law firm has been a great supporter. Mr. Taylor stated they were the first to take interest in the sponsorship of the scoreboard for the minors. He stated that several sponsors are interested in the proposed scoreboard for the majors.

A motion was made by Mr. Valiga and seconded by Mr. Beardsley to recommend approval of the conditional use application to the BOS with the following recommendation:

1. The applicant is to submit a rendering depicting the dimensions of the existing and proposed scoreboards to the BOS prior to their public hearing.

The motion passed with a 6-0 vote.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:20 P.M.

Respectfully submitted,

Patty Furber, Secretary

To: Board of Supervisors
Mimi Gleason, Township Manager
From: EAC
Date: January 10, 2025
Re: We Conserve Affiliate Membership for EAC Members

The EAC seeks approval to join WeConservePA as an affiliate member at the minimum dues level of \$295.00 for 2025.

In addition to its work promoting land conservation, waterways protection and sustainable practices, WeConservePA manages The EAC Network. The EAC Network facilitates connections among Pennsylvania EACs statewide and creates opportunities for EAC volunteers to share experiences and solve problems together.

The LGT EAC membership has participated in several fee-based EAC Network forums over the past few years as both attendees and presenters. We have gotten many great ideas and new information from these events and think we, and therefore the township, would benefit from the additional resources that a paid affiliate membership would provide.

Benefits include:

- discounted registration to the annual Land Conference and any other paid programming
- free participation in most webinars
- expedited WeConservePA technical assistance
- expanded access to services and invitations to special events

Memo

To: Board of Supervisors
From: Mimi Gleason, Township Manager
Melinda Haldeman, Finance Director
Date: January 21, 2025
Re: Firefighters Eligible for 2024 Volunteer Service Tax Credits

Recommended Action: Motion to approve the volunteers listed in this memo from Wissahickon Fire Company who are eligible for volunteer firefighter earned income tax credits

The Board of Supervisors adopted an ordinance establishing a Volunteer Service Credit Program, which provides up to \$1,000 credits for earned income tax (EIT) paid by volunteers from the two fire companies that primarily serve Lower Gwynedd who.

On December 10, 2024, the Board approved the list of volunteer firefighters eligible for the 2024 EIT credits. North Penn realized that they missed a volunteer who is a Lower Gwynedd resident and eligible for a credit for the 2024 earned income tax. Staff confirmed with Berkheimer, who collects the EIT for all Montgomery County municipalities and school districts, that we can add this volunteer to the 2024 list.

The fire chief from North Penn Volunteer Fire Company has provided a notarized form confirming that Dan Azeff satisfied the eligibility criteria in Resolution 2023-16 that implements the ordinance. If the Board approves this addition, staff will issue a certificate to Dan to file a claim for the tax credit on his EIT return and will notify Berkheimer.

Memo

To: Board of Supervisors
From: Mimi Gleason, Township Manager
Date: January 24, 2025
Re: Cooperation Agreement for GMU's RACP Grant



Recommended Motion: To approve the cooperation agreement with Gwynedd Mercy University and the Montgomery County Redevelopment Authority

Gwynedd Mercy University (GMU) received a \$2 million grant through the PA Redevelopment Assistance Capital Program (RACP) for renovations to Loyola Hall (a residence hall) and outdoor space in front of the Triplex (GMU's 3 residential halls). The Montgomery County Redevelopment Authority (RDA) is administering the grant funds.

A requirement of the RACP grant is for the host municipality to authorize the project and agree to reimburse certain contingent repayment obligations of the Authority. Specifically, if funds are used by GMU for expenses that are later determined by the state to be ineligible for reimbursement, and if the RDA is required to reimburse the state for those amounts (meaning GMU could not or would not, which is unlikely), then the Township agrees to reimburse the state.

COOPERATION AGREEMENT AMONG LOWER GWYNEDD TOWNSHIP,
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY,
GWYNEDD MERCY UNIVERSITY

THIS COOPERATION AGREEMENT is made this ____ day of _____ 20__ among LOWER GWYNEDD TOWNSHIP, having an address of 1130 North Bethlehem Pike Spring House, PA 19477 (hereinafter the “Township”), the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY, having an address of 104 W. Main Street, Suite 2, Norristown, Pennsylvania 19401 (hereinafter the “Authority”), GWYNEDD MERCY UNIVERSITY, having an address of 1325 Sumneytown Pike, Gwynedd Valley, Pennsylvania 19437 (hereinafter referred to as the “Developer”).

WHEREAS, the Authority is an independent agency created by the County of Montgomery (the “County”) existing to carry out the public purposes of the Pennsylvania Urban Redevelopment Law, Act of Assembly of May 24, 1945, P.L. 991, 35 P.S. Section 1701 et seq., as amended, and the Authority was established for the purpose, among other things, of encouraging economic revitalization and redevelopment within the Commonwealth of Pennsylvania (the “Commonwealth”); and

WHEREAS, the Township is a second class township organized under the laws of the Commonwealth and located in the County; and

WHEREAS, the Township is the host municipality for a construction project at Gwynedd Mercy University site known as Academic Facilities Renovation Gwynedd Mercy U project (the “Project”); and

WHEREAS, the Developer has a registered business address at 1325 Sumneytown Pike, Gwynedd Valley, Pennsylvania 19437, and the Project site is located at 1325 Sumneytown Pike, Gwynedd Valley PA; and

WHEREAS, in furtherance of its purpose, the Authority has, together with the Developer, submitted an application dated April 20, 2022 (the “Application”) to the Commonwealth’s Office of the Budget to receive a Two Million Dollar (\$2,000,000.00) grant (the “Grant Funds”) through the Commonwealth’s Redevelopment Assistance Capital Program (the “Program”) for the Project; and

WHEREAS, the Authority has entered into Contract No. ME 300-2725 with the Commonwealth’s Office of the Budget (the “OB Agreement”) attached hereto and incorporated hereby as Exhibit “A” setting forth the terms, requirements, obligations and conditions in connection with the use of the Grant Funds awarded to the Authority by the Commonwealth under the Program; and

WHEREAS, pursuant to the terms and conditions of a Sub-grant Agreement dated, _____ (the “Sub-grant Agreement”) entered into by and between the Authority and Developer, Developer will agree to comply with the terms of the Sub-grant Agreement attached hereto as Exhibit “B”; and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

1. The Township hereby authorizes the Project in accordance with the terms and conditions of this Agreement, the OB Agreement and the Sub-grant Agreement. The Authority shall administer the Grant Funds in accordance with the terms and conditions of its contractual obligations and ensure that the Township shall receive a copy of each request for reimbursement for paid, eligible Project expenses submitted to the Commonwealth.

2. In accordance with the requirements of the Program, if funds are advanced to Developer and used in the Project for expenses that are determined by the Commonwealth to have been ineligible for reimbursement, and if the Authority is required to reimburse the Commonwealth for such amounts, the Township agrees to reimburse the Commonwealth for such amounts.

3. This Agreement shall commence upon full execution by the parties hereto and shall terminate upon the earlier to occur of: (a) disbursement of all Grant Funds and the issuance by the Commonwealth of the close out certificate; or (b) full repayment to the Commonwealth of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth (the "Termination Date").

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

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

6. This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators and assigns and shall not be assigned to another party without written consent of each party hereto.

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

[SIGNATURES ON FOLLOWING PAGE]

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

LOWER GWYNEDD TOWNSHIP

By: _____

Name:

Title:

Attest: _____

REDEVELOPMENT AUTHORITY OF
THE COUNTY OF MONTGOMERY

By: _____

Name: Jonathan Spergel

Title: Chair of the Authority Board

Attest: _____

GWYNEDD MERCY UNIVERSITY

By: Heather L. Meier

Name: Heather L. Meier, CPA

Title: Vice President for Finance and
Administration and Chief Financial Officer

Attest: Josephina E. Banner

EXHIBIT "A"

Grant Agreement

Contract No. ME 300-2725

FC # _____

CONTRACT BETWEEN

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

AND

Redevelopment Authority of the County of Montgomery

REDEVELOPMENT ASSISTANCE CONTRACT

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CONTRACT BETWEEN

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

AND

Redevelopment Authority of the County of Montgomery

This CONTRACT is entered into as of the Effective Date by and between the Commonwealth of Pennsylvania (hereinafter “COMMONWEALTH”), acting through the Office of the Budget (hereinafter “OB”), and the **Redevelopment Authority of the County of Montgomery** (hereinafter “GRANTEE”) (hereinafter collectively “the PARTIES”).

BACKGROUND

The COMMONWEALTH, acting through OB, is authorized to approve funding for redevelopment assistance capital projects that have been itemized in a Capital Budget Project Authorization Act as Redevelopment Assistance Projects and that meet the standards for redevelopment assistance capital projects established in the Capital Facilities Debt Enabling Act, Act of February 9, 1999 (P.L. 1, No. 1) (hereinafter “CFDEA”);

The GRANTEE requested that a redevelopment assistance capital project known as the **Academic Facilities Renovation Gwynedd Mercy U** (hereinafter “PROJECT”) be approved;

The GRANTEE desires to obtain funding, and is willing to comply with all applicable laws and requirements of OB relevant to the PROJECT; and

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

In consideration of the foregoing, the PARTIES, intending to be legally bound, agree as follows:

ARTICLE 1
EFFECTIVE DATE, INITIAL TERM, AND RENEWAL OF CONTRACT

- A. This CONTRACT shall commence and be binding upon the PARTIES on the last day of the month in which all signatories to this CONTRACT have affixed their signatures to the signature page (hereinafter “Effective Date”).
- B. This CONTRACT will terminate on the date that is three (3) years from the Effective Date (hereinafter “Initial Term”) unless it has either been terminated earlier pursuant to the provisions of Article 13 of this CONTRACT or been extended pursuant to the provisions of Article 1 of this CONTRACT.
- C. At the end of the Initial Term, OB may, at its sole option and discretion, extend the term of this CONTRACT for up to two (2) additional periods of one (1) year each which may only be issued consecutively, provided this CONTRACT has not been terminated earlier pursuant to Article 13 of this CONTRACT. If OB elects to extend this CONTRACT for each additional one (1) year term, OB shall notify the GRANTEE in writing at least ninety (90) days prior to the expiration of the then current term. The GRANTEE agrees that an extension of this CONTRACT by OB for one or both of the additional one (1) year periods shall be on the same terms and conditions as the original CONTRACT. No further instrument shall be required to extend the term of this CONTRACT.
- D. Any extension of this CONTRACT beyond the end of the Initial Term and the end of both of the additional one (1) year terms provided for in subsection C shall only be done via an amendment to this CONTRACT that is executed by all of the signatories to this CONTRACT.

ARTICLE 2
AMOUNT OF CONTRACT AND DISBURSEMENTS

- A. This CONTRACT shall be in an amount up to **\$2,000,000**. Payments to the GRANTEE will be made periodically based upon the funding schedule attached hereto as Appendix C and approved by OB during the application phase.

B. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

1. Payment Method. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

2. Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
3. ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

C. The funding of the full amount of this CONTRACT is conditioned upon the GRANTEE complying with all statutory and program requirements throughout the construction and funding phase including, but not limited to, the requirement to furnish qualified matching funds in an amount at least equivalent to the amounts funded under this CONTRACT and the requirement to complete the PROJECT within the term of this CONTRACT.

D. The value of any real estate to be utilized by GRANTEE toward meeting the requirement for matching funds will be determined by OB on the basis of an appraisal performed by a certified appraiser at GRANTEE's expense. Additional statutory and programmatic requirements relating to the PROJECT are listed in the PROJECT Application and related documents, which are attached hereto as Appendices A, B and C and are hereby incorporated in full into this CONTRACT.

- E. If, at any time prior to final completion of the PROJECT, OB determines that the reasonably estimated cost to complete the PROJECT exceeds the amount of committed funds that GRANTEE has demonstrated to OB remain available for such purpose, OB may suspend the funding of the CONTRACT, and GRANTEE shall pay all PROJECT costs without reimbursement from the CONTRACT, until the remaining reasonably estimated cost to complete the PROJECT does not exceed the remaining amount of committed funds that GRANTEE has demonstrated to OB are available for such purpose.
- F. The GRANTEE shall pay or transfer all RACP grant monies received pursuant to this CONTRACT to its subgrantee within 10 business days after the date that the GRANTEE receives payment of the grant monies from the Commonwealth or OB. The GRANTEE's failure to pay or transfer such monies to its subgrantee as required by this subsection shall result in the immediate suspension under Article 14 of this CONTRACT of all RACP grant payments for the PROJECT from the Commonwealth to the GRANTEE until OB is satisfied that the GRANTEE has cured its failure to properly pay or transfer RACP grant monies to its subgrantee. If the RACP grant payment constitutes the last grant payment to the GRANTEE before payment of any retainage to the GRANTEE, and the GRANTEE fails to pay or transfer such payment to its subgrantee within 10 business days after the GRANTEE receives the payment, then the GRANTEE shall immediately return such payment to the Commonwealth or OB, and OB shall pay the returned monies directly to the subgrantee.

ARTICLE 3
PROJECT ACTIVITIES

- A. GRANTEE agrees that the funds granted by this CONTRACT, or as much as may be necessary, will be used solely in furtherance of the activities of the PROJECT, as described in Appendices A, B and C to this CONTRACT, in accordance with the terms of this CONTRACT and the approved PROJECT Application. GRANTEE covenants and agrees that it shall fully complete the PROJECT within the term of this CONTRACT.
- B. If the GRANTEE has not fully completed the PROJECT on or before the termination date referenced in Article 1, the GRANTEE shall immediately thereafter return to the Office of the Budget any and all funds previously paid

to GRANTEE under this CONTRACT. The provisions of this Article 3 shall survive the expiration or earlier termination of this CONTRACT.

ARTICLE 4 SUBGRANTEES AND SUBCONTRACTORS

GRANTEE shall not enter into any subgrant or subcontract of this CONTRACT without the prior written consent of OB, which consent OB may grant or withhold at its discretion. GRANTEE agrees to require, in any such subgrant or subcontract approved by OB, that any subgrantees or subcontractors comply with all of the applicable provisions of this CONTRACT and make the same representations and warranties as to itself as made herein by GRANTEE, except to the extent any such provisions are waived by OB in its written consent. Such subgrant agreements or subcontracts shall also provide OB with the right but not the obligation to enforce the terms thereof against the subgrantee or subcontractor on behalf of the GRANTEE.

ARTICLE 5 RECORDS AND AUDITS

- A. GRANTEE will maintain books, records, documents, correspondence, and other data described in Article 15, along with any other evidence pertaining to the costs and expenses of this CONTRACT (hereinafter referred to collectively as “the records”), to the extent and in such detail as will properly reflect all costs, direct and operating, of acquisition of real estate and of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this CONTRACT. The books and records required under this Article shall be maintained in accordance with generally accepted accounting principles. GRANTEE agrees to require any permitted subcontractors, subgrantees, assigns, or agents to comply with the record keeping and retention requirements of this Article.

- B. GRANTEE will retain the records and make them available for a period ending the later of (i) seven years after final payment is made by GRANTEE with funds awarded under this CONTRACT, or (ii) seven years after the CONTRACT has expired pursuant to the provisions of Article 1, hereof, or (iii) seven years after the effective date of any termination of this CONTRACT, pursuant to the terms of Article 13 hereof.

- C. The Commonwealth, including but not limited to OB, the Office of Inspector General, and the Office of the Auditor General, or any of their duly-authorized representatives, shall have access at all times during the term hereof and the period set forth in subsection B above to the records of GRANTEE or its subcontractors, subgrantees, assigns, or agents pertaining to work performed under this CONTRACT, and to the PROJECT site, for the purpose of reviewing and making audits of financial transactions, determining compliance with CONTRACT terms and program requirements, and evaluating CONTRACT performance. When COMMONWEALTH representatives have access to such records, they shall be authorized to examine such records and to make excerpts, copies, and transcripts of such records.
- D. In accordance with the CFDEA, OB or its designated agent shall perform a final close-out audit for the PROJECT. The GRANTEE agrees that, if the final audit of the CONTRACT discloses that the full amount of the CONTRACT was not required to complete the PROJECT or that amounts were expended on ineligible costs, the unused portion of the CONTRACT amount or the portion of the CONTRACT funds expended on ineligible items shall be repaid by the GRANTEE to the COMMONWEALTH with interest, unless otherwise directed in writing by OB.
- E. If the PROJECT funded under this CONTRACT by OB is the recipient of federal grants or loans, the GRANTEE shall submit to OB copies of any and all audits performed on such federal assistance to the PROJECT by federal or non-federal auditors, including private auditors. Copies of such audits shall be submitted to OB within a reasonable period of time, not to exceed 30 days after receipt by the GRANTEE of its copy of the audit(s).

ARTICLE 6
REVIEW OF PROJECT ACTIVITIES/NOTIFICATION

OB or its authorized representatives will monitor and/or audit the PROJECT and shall have access to the PROJECT site and all information or documents relating to PROJECT activities throughout the course of the funding and/or construction phases of the PROJECT. The GRANTEE shall promptly notify OB of any violation of the terms of this CONTRACT or upon the occurrence of any event which shall have any material adverse effect on the GRANTEE or the prospect for the completion of the PROJECT.

ARTICLE 7
INSURANCE AND INDEMNIFICATION

- A. The GRANTEE shall perform the activities under the CONTRACT as an independent contractor. It shall also provide Worker's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax withholding and any other taxes or payroll deductions required by law for its employees who are performing services specified by this CONTRACT.

- B. The GRANTEE shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the GRANTEE or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

- C. Without limiting the foregoing obligations in this Article 7, the GRANTEE will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the COMMONWEALTH from claims of bodily injury and of property damage arising out of any services or activities performed by the GRANTEE or its employees, agents, officers, assigns, or subcontractors under this CONTRACT, including claims for damages by business invitees and all other claims for damage to property as a direct or indirect result of the execution of this PROJECT.

- D. The COMMONWEALTH shall be listed on the above insurance policies as an additional insured. Such policies shall not include any provision limiting the existing sovereign immunity of the COMMONWEALTH or its agents or employees. GRANTEE certifies, by signing this CONTRACT, that: it has the insurance coverage required by this Article; such coverage will be in effect for the duration of this CONTRACT; and, such policies will not be cancelled or changed unless at least 30 days prior notice has been given to OB. Upon request, the GRANTEE shall furnish proof of insurance as required by this article to OB.

ARTICLE 8
TAX-EXEMPT RESPONSIBILITIES OF GRANTEE

As the PROJECT is funded from the proceeds of tax-exempt debt of the COMMONWEALTH:

- A. The GRANTEE hereby specifically acknowledges that such debt proceeds are used in a “private business use” for the purposes of federal income tax laws, when:
1. the GRANTEE expends such debt proceeds on the PROJECT; and
 2. the PROJECT is used (other than through use as a member of the general public), directly or indirectly, by an entity or entities that are not governmental units, such use occurring as a result of: a. ownership of the PROJECT; b. actual use or management of the PROJECT; or c. any other arrangement such as a take-or-pay or other type of output contract.
- B. In order that the COMMONWEALTH’S debt issued to finance the PROJECT shall retain its tax-exempt status under federal income tax law, the GRANTEE:
1. shall not directly or indirectly require or permit any payment representing a charge for the use of the COMMONWEALTH’S debt proceeds or that portion of the PROJECT funded from such COMMONWEALTH debt proceeds to be made directly or indirectly, by any person or persons treated under the Internal Revenue Code of 1986 as using the PROJECT for a private business use; however, payments by a nongovernmental user for direct operating expenses (except rent) are not prohibited; and
 2. shall not sell, transfer, or convey the PROJECT to a nongovernmental entity for a consideration whose value exceeds the fair market value of the PROJECT less the amount of this CONTRACT and any amendments thereto, and all such determinations and calculations of the fair market value of the PROJECT and any and all considerations received with respect to the sale, transfer, and conveyance of the

PROJECT shall be retained in the records of the PROJECT by the GRANTEE; and

3. shall not make or finance any loans or leases to any persons or entities if such loans or leases are attributable to or secured by proceeds of tax-exempt COMMONWEALTH debt.
 4. shall take any and all actions necessary to maintain the tax-exempt status of such debt and refrain from taking any action which would negatively affect the tax exempt status of such debt.
 5. shall enter into such agreements and provide such certificates as OB may require GRANTEE to maintain and/or evidence the tax exempt status of such debt.
- C. In the event of any breach of the provisions of this Article 8 by GRANTEE, GRANTEE shall immediately repay to the Commonwealth any and all amounts paid by the Commonwealth to GRANTEE under this CONTRACT. The provisions of this Article 8 shall survive the expiration or earlier termination of this CONTRACT and shall remain in effect until the earlier of (i) seventy (70) years from such date of expiration or termination or (ii) the date upon which all bond indebtedness used to finance the payments made hereunder is fully paid and discharged by the Commonwealth.

ARTICLE 9 FISCAL DUTIES OF THE GRANTEE

- A. To the extent that funds awarded under this CONTRACT represent the proceeds of the sale of tax-exempt debt of the COMMONWEALTH, and in order to ensure continued compliance with the requirements of the Internal Revenue Code and applicable regulations, investment of funds awarded under this CONTRACT may be made in approved instruments exempt from tax under the Internal Revenue Code, if such instruments are rated in one of the two highest categories for such debt by either Moody's or Standards & Poor's rating services.
- B. Except where paragraph A above is applicable, the funds paid to the GRANTEE in accordance with this CONTRACT shall be used immediately to pay incurred expenses or deposited in a bank or other financial institution approved by OB in a separate and specific PROJECT expenditures account,

the same being insured to the extent applicable by FDIC. These accounts may not be taxable interest-bearing accounts, however, unless the prior approval of OB is obtained.

- C. Any interest, other income, or accumulations earned on funds awarded pursuant to this CONTRACT shall be returned to OB within 45 days after the end of each calendar quarter.
- D. In the event of any breach of the provisions of this Article 9 by GRANTEE, GRANTEE shall immediately repay to the Commonwealth any and all amounts paid by the Commonwealth to GRANTEE under this CONTRACT. The provisions of this Article 9 shall survive the expiration or earlier termination of this CONTRACT and shall remain in effect until the earlier of (i) seventy (70) years from such date of expiration or termination or (ii) the date upon which any and all bond indebtedness used to finance the payments made hereunder is fully paid and discharged by the Commonwealth.

ARTICLE 10 FIDELITY BOND

- A. The GRANTEE shall procure and furnish evidence to OB of fidelity bonds with coverage to be maintained under the administrative title of the position in amounts and for such positions as are reasonably determined by OB.
- B. No person shall be bonded under more than one position. An employee who performs more than one function requiring bonding shall be bonded under the position requiring the larger coverage.

ARTICLE 11 INTEREST OF GRANTEE

The GRANTEE covenants that it presently has no interest, and shall not acquire any interest, direct or indirect (as defined in the Public Official and Employee Ethics Act, 65 Pa.C.S. §§ 1101 - 1113) which would conflict in any manner or degree with the performance of its activities hereunder. The GRANTEE further covenants that, in the performance of this CONTRACT, it will not knowingly employ, or contract for services from, any person having any such interest.

ARTICLE 12
INTEREST OF OFFICERS AND EMPLOYEES OF THE
COMMONWEALTH AND OTHERS

No officer, employee, or elected official of the COMMONWEALTH, and no officer, employee, or elected official of the GRANTEE, who exercises any function or responsibility under this CONTRACT shall participate in any decision relating to this CONTRACT which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, nor shall any such officer, elected official, or employee of the COMMONWEALTH or GRANTEE have any interest, direct or indirect, in this CONTRACT, or the proceeds thereof.

ARTICLE 13
TERMINATION, RIGHT TO CURE, AVAILABILITY OF FUNDS,
PRESERVATION OF RIGHTS AND REMEDIES

- A. Termination for Default. OB shall have the right to withhold the funding granted by this CONTRACT and terminate this CONTRACT, in whole or in part, by giving not less than 30 days' prior written notice to the GRANTEE specifying the effective date of termination. Such notice may be given for any of the following reasons:
1. Failure of the GRANTEE to fulfill in a timely and proper manner its obligations under this CONTRACT.
 2. Failure of GRANTEE to remain in compliance with all terms of this CONTRACT or the documents approved during the PROJECT application phase, including, without limitation, that all representations and warranties contained in this CONTRACT are and remain true and correct.
 3. Violation of laws applicable to implementation of the PROJECT contemplated by this CONTRACT.
 4. Misuse of funds, gross mismanagement, criminal activity, or malfeasance in the implementation of this CONTRACT.

In such event, all PROJECT records, unused grant monies, and such amounts as may have been paid by the COMMONWEALTH pursuant to the terms of this CONTRACT shall be returned to the COMMONWEALTH, with any accrued interest.

- B. Right to Cure. In the event that OB gives notice of intent to withhold funding, or terminate this CONTRACT pursuant to section A of this Article, the GRANTEE shall have the right to cure its default within 30 days of receipt of notice of termination if such default is capable of being cured.
- C. Availability of Funds. COMMONWEALTH obligations under this CONTRACT are conditioned upon and payable solely from available funds appropriated by the General Assembly for the purposes of this CONTRACT, are contingent upon the verification by OB or its designee of the GRANTEE's matching funds for the PROJECT, and are to be paid out of the proceeds of the sale of bonds of the COMMONWEALTH at such times as OB shall determine to be appropriate in its sole discretion.
- D. Preservation of Rights and Remedies. Any action under this Article will not limit or deprive the COMMONWEALTH from exercising any other rights and remedies concerning this CONTRACT that it has under law or in equity.

ARTICLE 14 TEMPORARY SUSPENSION OF PROJECT

- A. The GRANTEE shall suspend all or any part of its activities utilizing funds granted by OB at any time during the period covered by this CONTRACT upon receiving written notice from OB. OB may give notice to suspend for breaches of this CONTRACT by GRANTEE, violations of law, audit exceptions, misuse of funds, gross mismanagement, malfeasance, or criminal activity.
- B. During the term of suspension, OB and the GRANTEE shall retain and hold any and all funds previously approved for application to the activities. During this period, all such funds held by the GRANTEE shall be placed in an FDIC insured PROJECT expenditures account. The GRANTEE may not expend any such funds during the period that this CONTRACT is suspended, except pursuant to order of a court of competent jurisdiction.

- C. The GRANTEE shall have the right to cure, within a reasonable period of time (as determined by OB in its sole discretion), any default or other circumstance that is the basis for suspension of this CONTRACT.

ARTICLE 15
RIGHTS IN DATA, COPYRIGHTS, AND DISCLOSURE

- A. Rights in Data. Data submitted to and accepted by OB under this CONTRACT shall be the property of the COMMONWEALTH, and the COMMONWEALTH shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval of the GRANTEE.
- B. Copyright. The GRANTEE relinquishes any and all copyrights and/or all copyright rights, and/or privileges to data developed under this CONTRACT. The GRANTEE shall not include in the data submitted any copyrighted matter, without the written approval of OB, unless the GRANTEE provides OB with written permission of the copyright owner for OB to use such copyrighted matter in the manner provided for in this Article.
- C. Definition of Data. The term “data,” as used in this CONTRACT, includes written reports, studies, drawings, or other graphic, electronic, chemical, or mechanical representations, and work of any similar nature which are required to be delivered under this CONTRACT.

ARTICLE 16
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

- A. Representations. The GRANTEE represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The GRANTEE shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

B. Nondiscrimination/Sexual Harassment Obligations. The GRANTEE shall not:

1. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
4. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
5. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.

C. Establishment of GRANTEE Policy. The GRANTEE shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire

period of this agreement, the GRANTEE shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- D. Notification of Violations. The GRANTEE's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the GRANTEE shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- E. Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the GRANTEE in the Contractor Responsibility File.
- F. Subgrant Agreements, Contracts, and Subcontracts. The GRANTEE shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the GRANTEE becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the GRANTEE shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

ARTICLE 17

ASSIGNMENT, TRANSFER, OR COLLATERAL USE

The GRANTEE shall not assign any interest in this CONTRACT, and shall not transfer any interest in this CONTRACT by novation or assignment without the prior written consent of OB which consent may be granted or withheld at OB's

discretion. Approval of such assignment shall not release or relieve GRANTEE from any liability or obligation to perform under this CONTRACT.

ARTICLE 18 COMPLIANCE WITH APPLICABLE LAWS

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

ARTICLE 19 GRANTEE RESPONSIBILITY

- A. Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- B. Contractor Representations.
1. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

2. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- C. Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
 - D. Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
 - E. Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
 - F. Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

ARTICLE 20 OFFSET CLAUSE

The Commonwealth may set off the amount of any state tax liability or other obligation of the GRANTEE, or its subsidiaries, owed to the Commonwealth against any payments due the GRANTEE under any contract between the Commonwealth

and GRANTEE.

**ARTICLE 21
NONWAIVER OF REMEDIES**

No delay or failure on the part of OB in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of OB hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. OB shall have the right at all times to enforce the provisions of this CONTRACT in accordance with the terms hereof notwithstanding any conduct or custom on the part of OB in refraining from so doing at any time or times. The failure of the OB at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this CONTRACT or as having in any way or manner modified or waived the same.

**ARTICLE 22
ABSENCE OF RIGHTS IN THIRD PARTIES**

No provision of this CONTRACT shall be construed to create any rights in any third parties that are not parties to this CONTRACT. It shall be interpreted solely to define specific duties and responsibilities between OB and the GRANTEE, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

**ARTICLE 23
INTEGRATION CLAUSE**

This CONTRACT and attachments hereto constitute the entire agreement between the PARTIES. No agent, representative, employee or officer of either the Commonwealth or the GRANTEE has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the PARTIES, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this CONTRACT. Except as provided in this Article 23, no modifications, alterations, changes, or waiver to this CONTRACT or any of

its terms shall be valid or binding unless accomplished by a written amendment signed by both PARTIES. All such amendments or modifications will be made using the appropriate Commonwealth form. Notwithstanding the foregoing, revisions to the time for satisfaction of the Special Conditions, the PROJECT proposal, CONTRACT budget, funding schedule and other provisions of Appendices A and B not affecting the amount of the funding, may be proposed by the GRANTEE and approved and made a part hereof upon written notification by OB's Secretary or his/her authorized designee without the necessity of an amendment.

ARTICLE 24

NAME AND ADDRESS OF PROJECT OFFICER AND NOTICES

- A. The GRANTEE shall designate a Project Officer who shall be its authorized representative in all matters relating to this CONTRACT.
- B. The GRANTEE's Project Officer shall be its chief administrative officer, or his/her designee.
- C. Any notices required to be given to the GRANTEE pursuant to this CONTRACT may be given to the Project Officer. Any notices required to be given to OB may be given to the address below. Such notices shall be given in writing and shall be delivered by hand, by registered or certified mail, return receipt requested, or by some other appropriate method of express delivery, addressed as follows:

Project Officer

Aliyah Stanger, Executive Director
Redevelopment Authority of the County of Montgomery
104 W. Main Street
Norristown, PA 19401

Office of the Budget

Attn: Redevelopment Assistance Capital Program
Bureau of Redevelopment, Capital & Debt
Office of the Budget
333 Market Street Tower – 18th Floor
Harrisburg, Pennsylvania 17101-2210

- D. If a notice is delivered by hand, it will be considered to have been received as on the date so delivered. If the notice is delivered via any other method, then

the notice will be considered to have been received on the date it is received, as evidenced by the receipt for delivery. Either party may change its notice address, or the name of its Project Officer, or both, by giving written notice of such change in accordance with the provisions of this Article.

ARTICLE 25
ACKNOWLEDGEMENT OF
COMMONWEALTH FINANCIAL ASSISTANCE

The GRANTEE shall acknowledge the COMMONWEALTH's financial assistance in this PROJECT by erecting one or more signs in the PROJECT area as soon as possible after the effective date of this CONTRACT that state "Financial Assistance provided by the Commonwealth of Pennsylvania, Honorable [name of current governor], Governor" or in such other manner designated by OB. Any publication concerning the PROJECT shall also acknowledge the COMMONWEALTH's financial assistance in the same manner. Acknowledgement of COMMONWEALTH financial assistance may be combined with an acknowledgement of other funding sources on PROJECT signs and in PROJECT publications, provided that the acknowledgement of Commonwealth assistance shall be listed first and no less prominently than any other source.

ARTICLE 26
GRANTEE INTEGRITY PROVISIONS

- A. Definitions. For purposes of these GRANTEE Integrity Provisions, the following definitions apply:
1. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 2. "GRANTEE" means the individual or entity, that has entered into this agreement with the Commonwealth.
 3. "GRANTEE Related Parties" means any Affiliates of the GRANTEE and the GRANTEE's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the GRANTEE.

4. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
5. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
6. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

B. Representations and Warranties.

1. GRANTEE Representation and Warranties. The GRANTEE represents, to the best of its knowledge and belief, and warrants that within the last five years neither the GRANTEE nor GRANTEE Related Parties have:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
2. Contractor Explanation. If the GRANTEE cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded

pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the GRANTEE shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

3. Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the GRANTEE further represents that it has not violated any of these GRANTEE Integrity Provisions during the term of the agreement.
4. Notice. The GRANTEE shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The GRANTEE acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these GRANTEE Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.

C. GRANTEE Responsibilities. During the term of this agreement, the GRANTEE shall:

1. maintain the highest standards of honesty and integrity.
2. take no action in violation of any applicable laws, regulations, or other requirements applicable to the GRANTEE that govern Commonwealth contracting or grant administration.
3. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these GRANTEE Integrity Provisions as they relate to the GRANTEE's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
4. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation

of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

5. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to GRANTEE's financial interest. The GRANTEE must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the GRANTEE signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 6. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 7. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 8. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the GRANTEE has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these GRANTEE Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- D. Investigations. If a State Inspector General investigation is initiated, the GRANTEE shall:
1. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the GRANTEE's compliance with the terms of this or any other agreement between the GRANTEE and the Commonwealth that results in the suspension or debarment of the GRANTEE. The GRANTEE

shall not be responsible for investigative costs for investigations that do not result in the GRANTEE's suspension or debarment.

2. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged GRANTEE non-compliance with these GRANTEE Integrity Provisions and make identified GRANTEE employees and volunteers available for interviews at reasonable times and places.
 3. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to GRANTEE's integrity and compliance with these provisions. This information may include, but is not be limited to, the GRANTEE's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- E. Termination. For violation of any of these GRANTEE Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the GRANTEE, claim liquidated damages in an amount equal to the value of anything received in breach of these GRANTEE Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another GRANTEE to complete performance under this agreement, and debar and suspend the GRANTEE from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- F. Subcontracts. The GRANTEE shall include these GRANTEE Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the GRANTEE's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the GRANTEE becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the GRANTEE shall use its best efforts to ensure their compliance with these provisions.

ARTICLE 27
PUBLIC WORKS CONSTRUCTION CONTRACTS

In consideration of the funds awarded and activities funded under this CONTRACT which involve construction, reconstruction, alteration, repair, improvement, or maintenance of a building, structure, or improvement (“the Work”), the GRANTEE agrees to perform in accordance with the following:

- A. Steel Products Procurement Act, the Act of March 3, 1978 (P.L. 6, No. 1), 73 P.S. § 1881 et seq. In the performance of any contract awarded for Work, the contractor, subcontractors, materialmen, or suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97-424 (96 Stat. 2136).

When unidentified steel products are supplied under a contract for Work, before any payment will be made, the contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the contractor must submit certification which satisfies the using agency that the contractor has fully complied with this provision. OB shall not provide for or make any payments to any person who has not complied with the Steel Products Procurement Act (hereinafter “SPPA”). Any such payments made to any person by OB which should not have been made as a result of the SPPA shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier who did not comply with the SPPA.

In addition to the withholding of payments, any person who willfully violates any of the provisions of the SPPA shall be prohibited from submitting any bids to any public agency for a period of five years from the date of the determination that a violation has occurred. In the event the person who violates the provisions of the SPPA is a subcontractor, manufacturer, or supplier, such person shall be prohibited from performing any work for, or supplying any materials to, a public agency for a period of five years from the date of the determination that a violation has occurred.

The GRANTEE shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

B. Trade Practices Act. In accordance with the *Trade Practices Act*, the Act of July 23, 1968 (P.L. 686, No. 226), 71 P.S. § 773.101 *et seq.*, the GRANTEE cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
4. Spain: certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; prestressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of subsections A and B of Article 27 are set out in the Trade Practices Act. Those penalties, which include becoming ineligible for public works contracts for a period of three years, and are incorporated into this CONTRACT by reference as if fully set forth herein.

Subsections A and B of Article 27 do not relieve the GRANTEE of its responsibility to comply with those provisions of this CONTRACT which prohibit the use of foreign-made steel and cast iron products.

C. Public Works Contractors' Bond Law of 1967, the Act of December 20, 1967 (P.L. 869, No. 385), 8 P.S. § 191 et seq. Prior to the award of any contract for any Work on the PROJECT, the contractor to whom the contract is to be awarded must furnish the following bonds which shall become binding upon the award of such contract:

1. A performance bond at 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded said contract.
2. A payment bond at 100 percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the GRANTEE, its contractor or to any of its subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

D. Pennsylvania Prevailing Wage Act. The GRANTEE, its subgrantees, contractors and subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the *Pennsylvania Prevailing Wage Act*, the Act of August 15, 1961 (P.L. 987, No. 1), 43 P.S. § 165-1 *et seq.*, which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workmen needed

to perform work on the PROJECT during the term hereof for the locality in which the work is to be performed.

ARTICLE 28 SEVERABILITY

If any article, section, subsection, or part of any section of this CONTRACT is rendered void, invalid, or unenforceable by any court of law, for any reason, then such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this CONTRACT.

ARTICLE 29 AMERICANS WITH DISABILITIES ACT

- A. No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.

- B. Compliance. For all goods and services provided pursuant to this agreement, the GRANTEE shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

- C. Indemnification. The GRANTEE shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the GRANTEE 's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

ARTICLE 30 SPECIAL CONDITIONS

GRANTEE acknowledges and agrees that: the Special Conditions attached hereto as part of Appendix B are to be satisfied by GRANTEE prior to the disbursement of any funds under this CONTRACT; and, the GRANTEE's failure to satisfy said Special Conditions within the time period outlined in Appendix B of this CONTRACT shall be a breach of this CONTRACT and such failure shall release

and relieve the COMMONWEALTH of any obligation to provide funding and this CONTRACT shall be thereafter null and void and of no further force or effect.

ARTICLE 31 REPRESENTATIONS AND WARRANTIES

To induce OB to enter into this CONTRACT, the GRANTEE represents and warrants the statements contained in this Article.

- A. The GRANTEE is duly organized and existing under the laws of the Commonwealth of Pennsylvania or is duly authorized to do business in the Commonwealth of Pennsylvania and has the power and authority to carry on its business as now conducted.
- B. The GRANTEE has the requisite power and authority to sign and deliver this CONTRACT and to perform its promises in this CONTRACT and the people signing this CONTRACT for the GRANTEE are authorized to do so.
- C. The GRANTEE's execution and delivery of this CONTRACT and the GRANTEE's compliance with the terms and provisions of this CONTRACT, will not conflict with or cause a violation of any of its organizational documents or agreement that affects the GRANTEE, its property or the PROJECT.
- D. The GRANTEE has duly and validly executed and delivered this CONTRACT. This CONTRACT is the valid and legally binding obligation of the GRANTEE, enforceable in accordance with its terms.
- E. The GRANTEE does not know of any material litigation or governmental proceeding pending or threatened against the GRANTEE or related to the PROJECT other than that which has been previously disclosed to OB in writing.
- F. The GRANTEE has filed all required federal, state and local tax returns and has paid all taxes shown on such returns as they have become due.
- G. Except as previously disclosed to OB in writing and described to OB in writing, neither GRANTEE, nor any officer or principal of the GRANTEE, has ever (i) been convicted of any crime (other than minor traffic offenses), (ii) filed for bankruptcy or had a bankruptcy proceeding filed against it or

him/her, or entered into an arrangement with creditors or comparable agreement, or (iii) had any trustee or guardian of his/her affairs appointed.

- H. All information in the application concerning the GRANTEE and PROJECT or submitted by or on behalf of the GRANTEE was true, complete and correct in all material respects when made and remains true, correct and complete as of the date hereof.

**ARTICLE 32
CERTIFICATION OF COMPLIANCE
WITH WORKER PROTECTION LAWS**

The GRANTEE shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

1. Construction Workplace Misclassification Act;
2. Employment of Minors Child Labor Act;
3. Minimum Wage Act;
4. Prevailing Wage Act;
5. Equal Pay Law;
6. Employer to Pay Employment Medical Examination Fee Act;
7. Seasonal Farm Labor Act;
8. Wage Payment and Collection Law;
9. Industrial Homework Law;
10. Construction Industry Employee Verification Act;
11. Act 102: Prohibition on Excessive Overtime in Healthcare;
12. Apprenticeship and Training Act; and
13. Inspection of Employment Records Law.

ARTICLE 33
PENNSYLVANIA’S RIGHT TO KNOW LAW

- A. Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this contract.
- B. GRANTEE Assistance. If the Commonwealth needs the GRANTEE’s assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the GRANTEE that it requires the GRANTEE’s assistance, and the GRANTEE shall provide to the Commonwealth:
1. access to, and copies of, any document or information in the GRANTEE’s possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 2. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- C. Trade Secret or Confidential Proprietary Information. If the GRANTEE considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the GRANTEE shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the GRANTEE, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the GRANTEE shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth’s determination.
- D. Reimbursement
1. Commonwealth Reimbursement. If the GRANTEE fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the GRANTEE shall reimburse the Commonwealth for any damages, penalties, or costs that the


Commonwealth may incur as a result of the GRANTEE's failure, including any statutory damages assessed against the Commonwealth.

2. Contractor Reimbursement. The Commonwealth will reimburse the GRANTEE for any costs that the GRANTEE incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- E. Challenges of Commonwealth Release. The GRANTEE may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the GRANTEE shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the GRANTEE's legal challenge, regardless of the outcome.
- F. Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- G. Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

The PARTIES to this CONTRACT, having agreed to and intending to be legally bound by the terms and conditions as set out above, have executed this CONTRACT as of the Effective Date as defined herein.

**REDEVELOPMENT AUTHORITY OF
THE COUNTY OF MONTGOMERY**

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE BUDGET**

By:  7/25/24

Jonathan H. Spergel, Esq. Date
Chairman

By: _____
Secretary of the Budget Date
or Designee

FEDERAL IDENTIFICATION NUMBER:

23-6050622

APPROVED AS TO FORM AND LEGALITY:

Legal Office Date
Office of the Budget

Deputy General Counsel Date
Office of General Counsel

Deputy Attorney General Date
Office of Attorney General

CERTIFICATION OF AVAILABILITY OF FUNDS:

I certify that \$2,000,000 of Capital Facilities Fund money is available for completion of the PROJECT under appropriation symbol(s) 3016620000 (Budget Period 2020).

FUNDS COMMITMENT NUMBER:

Comptroller Date

**APPENDIX A
APPLICATION ROUTE SHEET**

I. CONTRACT INFORMATION

Project Name: Academic Facilities Renovation Gwynedd
Mercy U
Grant Amount: \$2,000,000
Total Project Cost: \$4,088,503

II. APPLICANT IDENTIFICATION

Applicant Name: Redevelopment Authority of the
County of Montgomery

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

Telephone Number: 610-275-5300

Federal ID No.: 23-6050622

County: Montgomery

Project Officer: Aliyah Stanger

Chief Official: Jonathan H. Spergel, Esq.

Legislative Districts: Senatorial 12
House 61

III. CODING INFORMATION

Funding Source: Redevelopment Assistance Capital
Coding: 3016620000 = \$2,000,000 (Budget Period 2020)

IV. COMMENTS/CONDITIONS

- Approved funding schedule is attached.
- Special conditions for this project are outlined in Appendix B.

- Supporting documentation is on file in the Office of the Budget.

V. DISPOSITION

Task Force Recommendation:

Approved: _____
Natalia Dominguez Buckley Date

**APPENDIX B
PROJECT ACTIVITIES AND SPECIAL CONDITIONS**

A. Project Activities: The GRANTEE will use Redevelopment Assistance Capital funding to undertake the **Academic Facilities Renovation Gwynedd Mercy U** project in **Montgomery** County.

The project to be supported with Redevelopment Assistance Capital funding shall include, but be limited to the following activities: site acquisition, site preparation and construction.

Expenses paid after this project's authorization in the Act of **July 1, 2020** (P.L.,_, No. **36**) that are related to the development and construction of the **Academic Facilities Renovation Gwynedd Mercy U** project as determined by OB, are eligible to be used as part of the non-state matching contribution and may be eligible for state reimbursement.

B. General Conditions: Each of the following must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for the project.

C. Special Conditions: Each of the following, as related to the appropriate Phase of the project, must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for each phase of the project. **Evidence of completion must be submitted no later than six months after the execution date of this contract as follows:**

All submissions of Special Conditions Documents must be completed via upload to RACP's specified FTP site. The Grantee was emailed a unique Username and Password to access the RACP FTP site after receiving their award letter. Please upload the documents to the "Special Conditions" sub-folder at this stage of the grant process. Please refer to the Project Management Proposal Handbook for information on how to access the RACP FTP site.

Failure to submit documentation indicating completion of each Special Condition within the time period as originally specified, or modified, may constitute a default under the terms of the grant agreement and could lead to a termination of the Redevelopment Assistance Capital grant.

Satisfaction of each condition shall be determined by the Office of the Budget (OB) at its sole discretion. All agreements to be executed and all documents or information to be delivered in order to satisfy these Special Conditions shall be and are, in form, content and substance, subject to the approval of the Office of the Budget, which approval may be withheld or delayed at the discretion of the Office of the Budget. Documents requiring the signature of OB shall also be conditioned upon the approval of the Governor's Office of General Counsel and the Attorney General of Pennsylvania. All agreements required to be submitted as fully executed in order to satisfy the Special Conditions should be submitted in draft form to OB as soon as available in order for OB to provide comments. Notwithstanding the foregoing, OB's right to approve or disapprove the final executed document at its sole discretion shall not be affected or deemed waived by any comments or lack of comment with respect to any drafts submitted.

Special notes:

- a) **OB acknowledges that some documentation to support satisfaction of the SPECIAL CONDITIONS below may have been already submitted. Once OB reviews the submitted documentation, OB will advise further on any additional documentation needed.**
 - b) **Please be advised that all official correspondence and material submissions to the Office of the Budget to satisfy the SPECIAL CONDITIONS must have been signed and executed by the appropriate party/entity/individual/representative before their acceptance.**
1. GRANTEE shall submit revised RDA 300 and 301 forms, which clearly identifies the sources and uses of funding relative to the RACP-defined project scope. In addition, a revised RDA 302 form (construction cost breakdown) must be included. If available, the project's own form (i.e., schedule of values/continuation sheets from contractor(s) Application and Certification for Payment, which provides further detail for lump sum amounts listed), may also be included. Please be advised that the RDA forms 1) must be signed by the Grantee before they are submitted to OB, 2) contain no "Other" state funds or other ineligible sources, and 3) must contain matching totals, and 4) the totals must foot down and across.
 2. GRANTEE shall submit documentation indicating that at least **\$2,088,503** in private matching funds have been fully secured and received for use on project-related expenses. Contingent upon the source of the private match, required documentation would include, but is not be limited to, copies of the following financial instruments: LOANS - executed long-term loan documents (agreements, notes, open-end mortgage, etc.) and bank statement; INTERNAL/OPERATING FUNDS - last three years audited financial statements (reviews not acceptable), enacted and certified resolution, and bank statement, NMTC - executed promissory notes, loan agreements, closing memorandum, flow chart of the structure of the NMTC, and bank statement. The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation. The Capital Facilities Debt Enabling Act requires that RACP projects be funded from proceeds of Commonwealth of Pennsylvania General Obligation (GO) bonds. GO bonds issued to finance the RACP grant program have a publicized maturity term of 10 years. Consequently, when an RACP project uses a financial instrument as matching funds, they must have a maturity cycle that similarly demonstrates the long-term viability of the project. For more information about our permanent match requirements or acceptable loan terms, please refer to our FAQs section on our website located at www.racp.pa.gov. The Office of the Budget has sole discretion in determining the sufficiency of submitted documentation and the acceptability of the match.
 3. GRANTEE shall submit documentation indicating site control for all properties involved in the project. Documentation should include settlement sheets and also include the title or deed to the properties or executed long-term leases. Please be advised that the utilization of any "Other" state funds as a permanent and/or interim financing funding source is not eligible under RACP. If any "Other" state funds were used to purchase the property, this will render the use of the property as a reimbursement and/or match cost ineligible. Please note the deed or deeds of the properties must match the exact name of the entity participating in the RACP-delineated project scope and must have been

recorded at the County Prothonotary. Indirect references resulting from a merger or acquisition (such as copies of articles of the merger/buyout, name change, etc.) are not sufficient evidence of site control for RACP purposes. {Important note: Please be advised that reimbursement on acquisition costs (or match acceptance) can only be allowed when and only when the title or deed holder of a property is directly linked to the RACP approved scope.}

4. GRANTEE shall submit final plans and specifications for the project that have been officially approved by the authorized entities.
5. GRANTEE shall submit proof of bid compliance, as required in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states, "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects." Bid compliance implies the submission of copies of the (1) original solicitation documentation, (2) bid tabulations, (3) proposals received and (4) any other necessary documentation that demonstrates how the bidding process was conducted before contracts were executed. Should the bid tabulations associated with the RACP project exceed the construction cost estimate, the GRANTEE shall submit documentation that either costs have been reduced or that additional funds have been raised to support the project.
6. GRANTEE shall submit all necessary construction-related documents or agreements for the project. These executed agreements can include guaranteed maximum price contracts, construction management agreements, contracts with general contractors and so on.
7. GRANTEE shall submit updated construction schedules for the project. The updated construction schedules should list all pertinent activities and dates in which construction activities and milestones are to occur.
8. GRANTEE shall provide an updated cash flow statement for the entire project that outlines, on a monthly basis, all sources and uses of funds for the project. The cash flow statement should address monthly funding surpluses and/or deficits and indicate the need for interim financing to bridge Commonwealth reimbursements.
9. GRANTEE shall provide documentation of interim financing necessary to bridge project costs as well as the Commonwealth's reimbursement schedule. The amount of required interim financing, based on the GRANTEE's own cash flow, should be sufficient to carry the project through monthly construction expenses before and after access to the RACP funding has been granted. Please, refer to payment intervals listed on the FAQs section of our Web site (www.racp.pa.gov).
10. GRANTEE shall provide documentation indicating that necessary permits and approvals have been achieved at appropriate stages of the project.
11. GRANTEE shall submit all applicable Environmental Studies (e.g. asbestos testing, lead-based paint testing, hazardous materials testing, etc.) for the project. Please, be advised that any request for a waiver of this special condition must include adequate

justification in the body of the letter requesting the waiver or supplied the information as an attachment. Approval of the waiver is at the discretion of the Office of the Budget.

12. GRANTEE shall submit proof of Environmental remediation for the project.
13. GRANTEE shall submit an executed Cooperation Agreement with **Gwynedd Mercy University**, which obligates **Gwynedd Mercy University** to comply with RACP terms and conditions of the Grant Agreement and the Redevelopment Assistance program.
14. GRANTEE shall submit an executed Cooperation Agreement/ordinance from **Lower Gwynedd Township** or **Montgomery County** that authorizes the project and obligates **Lower Gwynedd Township** or **Montgomery County** to reimburse the Commonwealth for any reimbursements that may later be determined to have been ineligible. Please be advised that **Lower Gwynedd Township** or **Montgomery County** must be a taxing authority.
15. GRANTEE shall submit an opinion of counsel from its solicitor on official letterhead, which contains 1) a verification of the Grantee's pending or threatened litigation, 2) an opinion stating that the Grantee can legally contract with the Commonwealth for financial assistance, and 3) that the Grantee has met all state/federal requirements.
16. GRANTEE shall submit an executed Statement of Compliance which indicates that all RACP terms and conditions, policies and procedures will be adhered to during the completion of the project. For more information, please refer to our Key Compliance Guidelines section on our website located at www.racp.pa.gov.
17. GRANTEE shall submit an executed Flood Plan Certification, which indicates that areas of the RACP project site within the 100 years flood plain are adequately covered via proper flood insurance during the life of the RACP delineated project. If the RACP project site is not located within the 100 years flood plain, the Grantee shall submit a copy of a Flood Insurance Rate Map (FIRM) with a certification from a qualified professional that the RACP project site is not within the 100 years flood plain.

**APPENDIX C
PROJECT FUNDING SCHEDULE**

Project Name: Academics Facilities Renovation Gwynedd Mercy U

Total Project Cost: \$4,088,503

Redevelopment Assistance Amount: \$2,000,000

<u>Date</u>	<u>Redevelopment Assistance Drawdown</u>
Month 1*	\$2,000,000
TOTAL	\$2,000,000

The drawdown schedule is hereby approved _____
Natalia Dominguez Buckley Date

* The approved Funding Accumulation Schedule for a project shows the RACP amounts that will be accumulated for the project during the months indicated on the schedule. Generally, total funding will be accumulated in equal installments over a 36-month period unless the Secretary of the Budget authorizes a requested shorter period.

APPENDIX C
PROJECT FUNDING SCHEDULE
Academics Facilities Renovation Gwynedd Mercy U

NOTE: Month 1 begins the month following the date on which the grant agreement is fully executed.

The disbursement of funds in Month 1 and thereafter is subject to the applicant's resolution of the special conditions to the COMMONWEALTH's satisfaction and, for each requested disbursement, the prior expenditure by the Grantee of the amount requested to be disbursed plus the prior expenditure by Grantee of local matching funds equal to at least **1.04** times the amount requested to be disbursed plus any prior disbursements by the COMMONWEALTH.

Subject to the foregoing conditions, available COMMONWEALTH funds, if not used, will accumulate and be available in the subsequent month. However, COMMONWEALTH reimbursement will never exceed the availability as shown by this schedule.

The drawdown schedule is hereby approved _____
Natalia Dominguez Buckley Date

EXHIBIT "B"

Sub-grant Agreement

SUB-GRANTEE AGREEMENT

**BETWEEN THE REDEVELOPMENT AUTHORITY OF THE
COUNTY OF MONTGOMERY
AND
GWYNEDD MERCY UNIVERSITY**

THIS SUB-GRANTEE AGREEMENT ("Agreement") effective the _____ day of _____, 20____ entered into by and between the Redevelopment Authority of the County of Montgomery ("Authority") and Gwynedd Mercy University ("Sub-grantee") for payment of Redevelopment Assistance Capital Program ("RACP") funds for eligible activities associated with property located at (the "Property").

BACKGROUND:

WHEREAS, pursuant to The Capital Facilities Debt Enabling Act of February 9, 1999 (the "Act"), providing for redevelopment assistance, the Commonwealth of Pennsylvania Office of the Budget (the "OB") is authorized to provide grants to those projects that have been listed as "Redevelopment Assistance Projects" in a Capital Budget Itemization Act; and

WHEREAS, the Capital Budget Itemization Act of 2020 includes \$2,000,000 (the "RACP Grant") in Redevelopment Assistance Capital Program funds for Sub-grantee; and

WHEREAS, Sub-grantee has undertaken a project known as Academic Facilities Renovation Gwynedd Mercy University (the "Project"); and

WHEREAS, the Act authorizes redevelopment authorities to file applications for redevelopment projects within the County; and

WHEREAS, in accordance with the RACP application requirements, an application for funding for the RACP Grant was submitted on August 20, 2022 (together the "Application"); and

WHEREAS, the Application is fully incorporated herein by reference; and

WHEREAS, the OB issued Grant Contract No. ME 300-2725 on July 25, 2024 for the eligible activities covered under the Application (the "Contract"), which Contract is attached hereto as Exhibit "A"; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions applicable to the processing of the RACP Grant for the Project as required by Special Condition 13 in the Contract.

NOW THEREFORE, for good and valuable consideration, the parties hereto intending to be legally bound, hereby agree as follows:

I. RACP Grant.

1. Terms. All terms not defined herein shall have the terms as set forth in the Contract. Any conflict between terms defined herein and terms defined in the Contract shall have the meaning ascribed to them in the Contract.

2. Grant Amount. Subject to the terms and conditions set forth herein and the terms of the Contract, the Authority agrees to provide grant assistance to the Project up to 100% of the RACP Grant. Sub-grantee shall utilize the RACP Grant solely and exclusively to fund (or reimburse Sub-grantee for) eligible Project costs in accordance with the Application and Contract as determined by the OB.

3. Grant Disbursement. Upon Sub-grantee's incurrence of all or a portion of eligible costs and submission of invoices and other relevant documentation to the Authority evidencing same, the Authority shall submit to the OB, which is the agency that administers the RACP Grant on behalf of the Commonwealth of Pennsylvania, a payment requisition form along with the invoices and other relevant documentation provided by the Sub-grantee. Upon receipt of funds from the Commonwealth of Pennsylvania, the Authority shall reimburse Sub-grantee the received funds, up to 100% of eligible Project costs specified on the Application, not to exceed

the RACP Grant. The Authority, Commonwealth of Pennsylvania, and/or their respective Consultants shall have the right to inspect the Project and the Property at any reasonable time, until final disbursement to Sub-grantee of any remaining approved RACP Grant funds for the Project, for the purpose of evaluating compliance with this Agreement and/or the Contract. All such inspections shall be for the sole use and benefit of the Authority and the Commonwealth of Pennsylvania and shall not be relied upon by any other party. "Consultant(s)," as used herein, shall mean individually and collectively, such persons and/or entities as may be selected by the Authority or the Commonwealth of Pennsylvania, including, but not limited to, architects, engineers and inspectors, to perform various tasks, including, but not limited to, the inspection of the Property and improvements.

4. The requirements of the Contract and all applicable federal, state and local laws and regulations are incorporated herein by reference.

II. Representations and Warranties.

1. Sub-grantee. To induce the Authority to enter into this Agreement and to disburse the proceeds of the RACP Grant in accordance with the provisions hereof, the Sub-grantee represents and warrants that:

a. Gwynedd Mercy University is a Pennsylvania nonprofit corporation organized and existing in good standing under the laws of the State of Pennsylvania and qualified to do business in the Commonwealth of Pennsylvania.

b. This Agreement has been duly and validly executed by Sub-grantee and constitutes the valid and legally binding agreement of Sub-grantee enforceable in accordance with its terms and, when duly executed and delivered pursuant to the provisions hereof, shall constitute the valid and binding obligations of the Sub-grantee.

a. The Project has been completed and the RACP Grant constitutes reimbursement of funds expended by the Sub-grantee for completion of the Project, in accordance with the terms of the Application and the Contract.

b. There is no litigation or governmental proceeding which would affect the eligibility of Sub-grantee's receipt of the RACP Grant, pending or, to the best knowledge of the Sub-grantee or its officers, threatened against the Sub-grantee other than that which has been previously disclosed to the Authority in writing.

c. The execution and delivery of this Agreement, consummation of the transactions herein contemplated in compliance with the terms and provisions hereof will not conflict with, or result in a breach of any law governing the activities, powers and duties of the Sub-grantee, or of any agreement, indenture or other instrument to which the Sub-grantee is a party or by which it is bound or to which it or its property is subject, or constitute a default thereunder, and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property of the Sub-grantee pursuant to the terms of any such agreement, indenture or other instrument.

d. No persons described as employee, agent, consultant, officer, or elected official or appointed official of the Authority, or of any designated public agencies, or subrecipients which are receiving funds under an Authority agreement, who exercise or have exercised any functions or responsibilities with respect to RACP Grant activities assisted under this Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, have obtained or will obtain a personal or financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with

respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

e. The Sub-grantee has reviewed the Application and all the information contained therein relating to the Project and certify that the Application is true and correct as of the date of entering into this Agreement and that there have been no material changes to the Sub-grantee, other than changes in the normal course, none of which materially impact the Project.

f. The Sub-grantee has read the Contract and has had the opportunity to review it with legal counsel of its choice, agrees to be bound by the terms thereof and to comply with all of the requirements set forth therein, and assumes responsibility for any breach or violation.

III. Covenants of the Sub-grantee.

1. Continuing Covenants. The Sub-grantee now hereby covenants that:

a. Sub-grantee shall use the proceeds of the RACP Grant solely for the purposes of reimbursing eligible Project costs and as set forth in the Application.

b. Until the final disbursement by the Commonwealth of Pennsylvania under the RACP Grant, Sub-grantee shall preserve its current status, rights, and privileges of franchises and maintain its good standing under the laws of the Commonwealth of Pennsylvania.

c. Sub-grantee shall comply with all laws, regulations and orders of any court or governmental body having jurisdiction over the Project.

d. Sub-grantee shall give immediate notice to the Authority of the occurrence of any event of default hereunder.

e. Sub-grantee shall assume and be responsible for any and all obligations of the Authority as set forth in the Contract. Sub-grantee understands that the Authority is serving as a conduit for the RACP Grant and that any ineligible Project costs and expenses not otherwise reimbursed to the Authority and any expenses incurred by the Authority in the administration of

this RACP Grant pursuant to the Contract and this Agreement are the responsibility of the Sub-grantee, either to be paid directly by Sub-grantee or to be reimbursed to the Authority if the Authority has to pay such costs and expenses.

f. Sub-grantee shall not, under any circumstances, make any claims or demands of or against the Authority relating to this Agreement, the RACP Grant and/or Project.

g. Sub-grantee shall not, under any circumstance, file any type of suit against the Authority, in any venue, in connection with this Agreement, the RACP Grant and/or the Project.

IV. Compliance with the Act and Regulations.

1. Sub-grantee acknowledges that use of the RACP Grant obligates it to comply with the requirements of the Contract, the Act and any laws and regulations issued pursuant thereto. Sub-grantee certifies that it has reviewed and has read the Contract, understands its terms and specifically agrees that:

a. It will maintain all books, records, reports and other documents as required in the Contract and/or the Act and any laws and regulations issued pursuant thereto and provide access thereto to Authority so it may comply with its obligations thereunder. Such books, records and other documents shall reflect and disclose fully the amount and disposition of the funds and the total cost of the activities paid for, in whole or in part with these funds.

b. It will comply with other uniform administrative requirements as set forth in the Contract or as may be hereafter amended as they may be applicable to Sub-grantee and to provide all necessary information in a timely fashion to the Authority to allow the Authority to maintain compliance with its obligations under the Contract and/or the Act and any laws and regulations issued pursuant thereto.

V. Events of Default by Sub-grantee.

1. The occurrence of any one or more of the following events by Sub-grantee shall constitute an Event of Default.

a. Failure of Sub-grantee to observe or perform any condition, duty, obligation, covenant, agreement, warranty or undertaking required of the Sub-grantee under this Agreement or any of the responsibilities it is assuming under the Contract in connection with the RACP Grant after written notice from the Authority of such failure and reasonable opportunity to cure.

b. Determination by the Authority that any statements, certificates, reports, representations or warranties or other information made or furnished at any time by the Sub-grantee in connection with the RACP Grant or this Agreement or, at the time made, were false or erroneous in any material respect.

c. Use of the proceeds of the RACP Grant for purposes other than paying or reimbursing Sub-grantee for the eligible Project costs.

VI. Termination.

1. Misuse of Grant. In the event the Authority or the Commonwealth of Pennsylvania determine that Sub-grantee is not administering or implementing the Project in accordance with the Act and any laws and regulations issued pursuant thereto and/or the provisions of the Contract or this Agreement, the Authority shall have all of the rights and remedies in relation to the Sub-grantee as set forth in the Contract as the Commonwealth of Pennsylvania has relative to the Authority, as if said were set forth at length herein.

2. Authority Discretion. By executing this Agreement, Sub-grantee understands, acknowledges and agrees that the Authority may terminate this Agreement at any time, for any reason, if the Authority deems it necessary to do so.

VII. Miscellaneous.

1. To the fullest extent permitted by law, Sub-grantee agrees to protect, indemnify, defend and hold harmless the Authority, the Commonwealth, Lower Gwynedd Township (the "Township") and all of their agencies, boards, commissioners, elected and appointed officials, consultants, commissioners, officers, agents and employees from and against any and all claims, demands, damages, liabilities, costs and expenses (including attorneys' fees and other costs of litigation) for any disputes whatsoever arising out of or pertaining to the Project, Property, the RACP Grant, the Contract or this Agreement, including but not limited to those arising out of disputes between Sub-grantee and the general contractor, or between any contractor and any subcontractor, materialman or person, firm or supplier, furnishing work, supplies or services in connection with the Project, or between Sub-grantee or any other contractor or any subcontractor and any municipal or public authority, or between Sub-grantee and any broker pertaining to this transaction and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity which may be damaged or injured by Sub-grantee or any agent, employee or independent contractor of Sub-grantee in the performance of the Project or this Agreement from any tort liability or breach of contract or any other agreement which arises from the Sub-grantee's undertaking of the Project. Such indemnification includes, but is not limited to, costs arising from third-party claims.

Sub-grantee understands and acknowledges that a condition of this Agreement is that Sub-grantee obtain liability insurance policies that name the Authority, Commonwealth, and Township as additional insureds, in form and substance satisfactory to the additional insureds, proof of which shall be provided to the Authority, Commonwealth and the Township, and which shall protect the Authority, the Commonwealth, Township, their agents, employees or assigns, from claims of bodily injury and/or property damage arising out of any activities performed by the Sub-grantee

and its employees, agents or assigns under this Agreement, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this Project, whether or not actively engaged in the Project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Authority, the Commonwealth, Township and/or its employees, agents and assigns. Upon request, the Sub-grantee shall furnish the Authority proof of insurance as required by this paragraph. The provisions of this paragraph shall survive the termination of this Agreement, and the indemnification obligations hereunder shall apply to losses and claims whether asserted prior to or after the termination of this Agreement. The Commonwealth and Township are third party beneficiaries under this provision and Sub-grantee agrees and understands that each shall have the right to separately enforce this provision.

2. Sub-grantee acknowledges that the obligation of the Authority to provide RACP Grant pursuant to this Agreement is dependent upon the receipt of the same from the Commonwealth of Pennsylvania and the Authority shall have no obligations to provide funding to Sub-grantee under this Agreement until and unless it has received funds from the Commonwealth of Pennsylvania for said payment.

3. The Sub-grantee agrees to reimburse the Authority for any attorneys' fees and costs, as well as administrative fees and costs that it incurs relative to this Agreement, the RACP Grant, and/or the Project.

4. In consideration for the Authority's agreement to enter into this Agreement, and not as purchase price for the Property or other similar payment, Sub-grantee shall pay a fee (the "Authority Fee") to the Authority in the amount of one percent (1%) of the RACP Grant funds

(\$20,000.00). The Authority Fee shall be paid in full to the Authority at the time the first installment of the RACP Grant is distributed to Sub-grantee.

5. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of the Commonwealth.

6. The terms and provisions of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provision of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant or condition or provision hereof unenforceable or invalid.

7. The parties do not intend the benefits of this Agreement to inure to any third party, except as to the indemnification in Section VII.1. above, which also benefits the Commonwealth and the Township. No portion of the Authority's commitment to make the RACP Grant will, at any time, be subject to attachment or levy by any creditor of Sub-grantee or by any contractor, subcontractor, materialman or supplier or any creditor of any such contractor, subcontractor, materialman or supplier. This Agreement shall not be construed as creating any rights, claims, or causes of action against the Authority or any officer, agent or employee thereof in favor of any contractor, subcontractor, supplier of materials or any of their respective creditors or any other person or entity other than the Authority.

8. The provisions of this Agreement shall inure to the benefit of the Authority, Sub-grantee and the respective successors and assigns, except that Sub-grantee may not assign or transfer any of its rights hereunder without the prior written consent of the Authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day, month and year first written above.

			REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY
Witness:		By:	
			Jonathan Spergel, Chair Redevelopment Authority Board

			GWYNEDD MERCY UNIVERSITY
Witness:	<i>Josephina E. Benner</i>	By:	<i>Heather L Meier</i>
			Name: Heather L. Meier, CPA Title: Vice President for Finance and Administration and Chief Financial Officer

EXHIBIT "A"

Grant Agreement

Bowman

January 2, 2025

Mimi Gleason
Township Manager
Lower Gwynedd Township
1130 N. Bethlehem Pike
Spring House, PA 19477

RE: **Proposal for Traffic Signal Services**
Penllyn Pike and Trewellyn Avenue / Old Penllyn Pike
Lower Gwynedd Township, Montgomery County, PA

Dear Ms. Gleason:

Bowman Consulting Group, Ltd. (Bowman) is pleased to provide this proposal for traffic signal design services associated with the recently awarded DCED/CFA Statewide Local Share Account (LSA) grant for the traffic signal modernization at Penllyn Pike and Trewellyn Avenue / Old Penllyn Pike in Lower Gwynedd Township, Montgomery County, PA. The services to be performed pursuant to this agreement are limited to the improvements summarized below.

- Traffic signal modernization, including new controller assembly, signal supports, and signal heads.
- Install new emergency preemption system and noninvasive stop bar detection system
- Upgrade pedestrian facilities, including ADA ramps, pedestrian signal head with countdown, and APS push buttons.

If any of the above items of understanding are incorrect, please notify us prior to the commencement of the scope of work. If during the review process, PennDOT or Montgomery County require other improvements beyond those outlined above, Bowman will provide an addendum proposal for the change in scope.

Please note that this proposal is the product of Bowman Consulting Group, Ltd and it has been prepared exclusively in scope and fee for review and authorization only by Lower Gwynedd Township. Further distribution of this proposal or any portion of its contents to any other firm, person, or entity is not authorized without the written consent of Bowman.

SCOPE OF SERVICES

The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. The specific Tasks to be completed as part of this proposal are as follows:

- Task 1: Topographic Survey
- Task 2: Traffic Signal and ADA Curb Ramp Designs
- Task 3: Signal Construction Plan and Bid Documents
- Task 4: Services During Construction

Task 1: Topographic Survey

Bowman will obtain a detailed survey at the project intersection. Bowman will obtain 250 foot of roadway coverage at each approach and detailed coverage for ADA purposes.

Procedures

- The survey datum will be tied to the Pennsylvania State Plane Coordinate System.
- The survey control will be established by use of ground and GPS equipment.
- The topographic survey will be performed by ground-based measurement techniques.
- Horizontal location of topographic features on roadways will extend approximately 25 feet beyond the existing edge of roadway, within project limits unless specified within this proposal.
- AutoCAD C3D 2023 will be used to prepare the survey. All drawing files will be in an AutoCAD Format (DWG) with a base point of 0,0,0 and a North Rotation of 0 degrees.

Requirements

The survey will include but not be limited to the following (unless otherwise noted):

- Roadway names, S.R., L.R. and Township Road numbers.
- Location of traffic signal equipment and visible above ground structures associated with traffic signal equipment.
- All centerlines, curbs, pavement edges, concrete medians, shoulder edges, retaining walls, steps, sidewalk, curb ramp locations.
- Location of all trees, landscaped areas, and gardens in proposed ADA locations.
- Locate all appurtenant structures; i.e., buildings, bus stop shelters, mailboxes, newspaper vending machines, etc.
- Signs including description of each sign.
- Utility poles, owner's name, and number.
- Drainage structures including inlets, manholes, etc. near the intersection.
- Aboveground and underground utilities including valves, boxes, fire hydrants, manholes, vents, transformers, utility markout paint, line locations, etc.
- Roadway pavement markings including turn arrows, stop bars, white and double yellow lines, etc.
- Topographic coverage on all the corners of the intersection for ADA curb ramp purposes.

Research

Right-of-way research will be performed utilizing PennDOT, County and local Township public records and resources provided by the client. Right-of-way will be constructed on the basis of existing plans of that intersection.

This proposal does not account for any boundary or parcel research.

Assumptions

All services described above will be performed once.

This scope of work does not include:

- *Invert data on sanitary sewer structures.*

Bowman

- *Placement of stakes or markers representing any boundary of property or Right-of-Way within the project.*
- *Revisions to survey plans or reports per review comments from any agency or professional discipline.*
- *Any time required by any other organization to fulfill safety or training course requirements.*
- *Survey work not specifically described in this proposal. Additional services can be provided on an as-needed, time and material basis, per the attached Standard Provisions for professional services.*

Task 2: Traffic Signal and ADA Curb Ramps Designs

Bowman will utilize the existing traffic signal permit plans available from PennDOT to develop the revised traffic signal permits for the proposed signal equipment upgrades listed above. Additionally, Bowman will field verify the existing conditions and plans. The plans will be submitted to PennDOT 6-0 and Montgomery County for review and approval. A scope of work is as follows:

Traffic Signal Permit Plan

The traffic signal permit plans will be consistent with PennDOT District 6-0 standards, including Publication 14M, Design Manual Part 3, Publication 148, Traffic Standards (TC-8800), and Publication 149 - Traffic Signal Design Handbook. The plans will be presented at 1" =25' scale and will illustrate the existing legal right-of-way, locations of traffic signal supports, detection systems, traffic signs, pavement marking, pavement widths, and the phasing, timing and sequencing for the signals. The plans will be completed utilizing Bowman's computer aided design system (CADD).

This scope of work does not include any boundary research, parcel research, or time to prepare future plats, plans and legal documents associated with the project. It is assumed all work will be within the available legal right-of-way.

Pedestrian Study

As part of the permit plan submission, Bowman will conduct an evaluation and documentation of pedestrian needs and functionality of the existing facilities at the project intersection. Bowman will complete and submit the Pedestrian Accommodation at Signalized Intersections Checklist (*Publication 149, Chapter 19 – Traffic Signal Design Handbook*) for the project intersection. The study will be submitted to Lower Gwynedd Township for concurrence and PennDOT 6-0 for approval.

Traffic Signal Report

Bowman will document the design of the traffic signal modifications as required by PennDOT. Significant elements include descriptions of the roadway & traffic data, pedestrian accommodations (incorporation of the Pedestrian Study), and all signalization design elements such as clearance timings and equipment locations. All data will be presented for PennDOT's review and approval in a Traffic Signal Report to be submitted as part of the initial submission along with the traffic signal plans.

Signal retiming is not part of the project scope of work. If timing improvement is requested, turning movement counts during the peak periods will be conducted to prepare a capacity analysis and optimizing the proposed timings for the project intersection. These services will not be provided without approval of an Extra Work Authorization.

Bowman

TE-160 Form

The TE-160 form is a standard PennDOT form that is required to be signed by the Municipality. This process also requires the final plan to be signed electronically by the Municipality. Bowman will complete the form and coordinate to get these documents signed and submitted as needed.

ADA Curb Ramp Design

Bowman will prepare ADA curb ramp plans, details, and design forms in accordance with current PennDOT standards, drawn to 1"=5' scale (including the preparation of Technically Infeasible Forms, if necessary) for each ramp. These documents will be submitted to PennDOT's Traffic Unit and Montgomery County for review and approval. **For this proposal, 4 total curb ramp designs are anticipated.**

Task 3: Construction Plans and Bid Documents

Upon approval of the traffic signal permit plans, Bowman will prepare construction plans and bid document package for advertisement of the project and to be utilized by the contractor in completing this project. Bowman will prepare contract documents for Lower Gwynedd Township for review and approval. Once approved by the Township, the project will be advertised. Bowman anticipates the use of PennBID for the advertisement of the project. All bid documents will be prepared for use with PennBID. The bid document package will include the following items:

Construction Plans

Bowman will prepare construction plans for use by the contractor in completing this project. The construction plans will illustrate information shown on the permit drawing, but also include details regarding the proposed intersection modifications including the electrical distribution system proposed signal equipment, signal heads and signs, and available utility information within the immediate vicinity of the intersection. The plans will also detail any specifications that the Township may require.

Based on the improvements proposed at the project intersections, it is NOT anticipated that a temporary traffic signal plan will be necessary. If it is determined that one is necessary, an Extra Work Authorization will be provided for approval prior to proceeding.

Utility Coordination

Bowman will initiate contacts with the Pennsylvania One Call System in accordance with Act 287 and obtain the listing of utility companies with facilities in the project area. We will also request that the facilities forward copies of their current plans showing the location of underground and surface utilities. If necessary, as requested by involved utilities, we will forward copies of our base plans to the utilities for their mark-up showing the location of their existing facilities. These facilities will be plotted onto our base plans in AutoCAD format.

Pennsylvania Department of Labor – Request for Prevailing Wage Rates

Bowman will complete and submit a request for prevailing wage predetermination from the Commonwealth of Pennsylvania, Department of Labor and Industry. Upon receipt of the most recent wage rates prior to letting the project for bid, Bowman will incorporate them into the contract bid documents.

Construction Bid Documents

Bowman will prepare specifications adequate to clarify the contract documents. We will incorporate equipment preferences of the Township into the construction specifications. The bid documents will be

Bowman

prepared as a line-item bid, include the following sections and be prepared in accordance with the EJDC recommended format:

- Advertisement
- Instructions to Bidders
- Form of Proposal
- Form of Guaranty
- General Conditions
- Special Conditions
- PA Prevailing Wage Predetermination
- Construction Specifications including special provisions
- Form of Agreement
- Contract Bond
- List of Contract Drawings

Please note that Bowman will respond to questions from any prospective bidders as well as issue addendums, as necessary, and as requested, during the bidding period. Furthermore, Bowman will evaluate bids received and submit a recommendation for award of the project contract to Lower Gwynedd Township within five (5) working days after receipt of bids.

Task 4: Services During Construction

As directed by the Township, Bowman will represent the Township during the course of construction to observe the construction of the signal improvements. The construction services fees are on a time-and-material, estimate basis and will be billed according to the approved Hourly Rate Schedule for Lower Gwynedd in effect at the time these services are provided. We will only invoice actual time and expenses. At the approach of the limit (75%), we will contact you to determine if authorization for further services is necessary. Services include construction coordination meeting, shop drawing review, response to RFI's, payment review, and final inspection meeting.

Construction Coordination Meetings

Bowman anticipates attendance at a project pre-construction meeting and final inspection meeting with the contractor, PennDOT, Montgomery County and the Township. After construction and before signal acceptance, our office will issue a punch list to the contractor and monitor the completion of the punch list. Bowman will also attend any pole/controller spot meeting(s) with the contractor, PennDOT and the Township.

Review of Shop Drawings

As directed, Bowman will review the shop drawings submitted by the Contractor for all materials/equipment associated with the traffic signal improvements. Written comments or approval will be provided to the Contractor within five (5) days of receipt of the submission.

Construction Observation

This service includes visits to the site to inspect job progress, materials installed, contractor workmanship, and maintenance and protection of traffic in the work area. Bowman will also have a representative present during key phases of the traffic signal construction.

Bowman

As-Built Plans

Bowman will prepare as-built traffic signal permit and construction plans to reflect any field changes during construction. Bowman will submit the as-built permit plans to PennDOT for approval.

TSAM Updates

Bowman will update signal information in PennDOT’s Traffic Signal Asset Management System (TSAMS) upon completion of the projects, including, but not limited to, upgrading, replacement, installation or removal of signal structure, equipment, signal-related components, controller, detection system, signal retiming and pedestrian signals.

SCHEDULE

We will proceed upon receipt of your signed authorization of this proposal. *The anticipated project duration for engineering/permitting/bidding is 9-12 months.* The anticipated schedule for the submission process is based on previous experience with the Department on similar type projects. *If the project duration exceeds this timeframe and extends into subsequent calendar year(s) due to circumstances outside of Bowman’s control, Bowman reserves the right to evaluate the project fee relative to escalation costs and will notify the Township if additional costs are necessary.* Bowman will coordinate directly with the Department to try and meet the schedule summarized below:

Task	Completion
Task 1: Topographic Survey	6 weeks after NTP
Task 2: Traffic Signal and ADA Curb Ramp Designs	8-10 weeks after completion of topographic survey
Task 3: Construction Plan and Bid Documents	Four (4) weeks after issuance of PennDOT Permit
Task 4: Services During Construction	Ongoing throughout the construction phase

FEE

The fee for the scope-of-work documented in each task will be billed on a lump sum basis, unless otherwise noted, as follows:

Task 1: Topographic Survey.....	\$ 7,000
Task 2: Traffic Signal and ADA Designs.....	\$ 19,000
Task 3: Construction Plans and Bid Documents	\$ 10,000
Task 4: Services During Construction (Hourly Estimate).....	\$ 11,000*
Total.....	\$ 47,000

*** We have provided an estimated fee for budgeting purposes as the level of work is unknown at this time. If there are changes to the fee, we will contact you for authorization of the additional fees prior to continuing the project.**

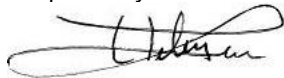
Bowman

This **fee is exclusive of reimbursable and out-of-pocket expenses** including ATR rental, Miovision video data processing fees, reproduction, overnight mail packages, plotting, graphics, personal automobile usage, tolls, permit fees, and other incidental expenses, and will be billed in accordance with the attached **SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES**. Additionally, meeting preparation and/or attendance, will be invoiced separately on a time-and-materials basis according to the approved Hourly Rate Schedule for Lower Gwynedd Township in effect at the time these services are provided., If any adjustments to the above scope-of-services are required, we will prepare an Extra Work Authorization, as requested. Any additional services will be billed according to the approved Hourly Rate Schedule for Lower Gwynedd Township in effect at the time the services are provided.

The individual signing this Proposal acknowledges that he or she has received and read Bowman Consulting Group Ltd.'s ("Bowman") Standard Terms and Conditions and agrees on behalf of the Client, to be bound by them.

If you have any questions, or require further information, please feel free to contact me at hlam@bowman.com. We appreciate the opportunity to submit a proposal on this project and look forward to working with you.

Respectfully,



Helen Lam, P.E.
Project Manager

Attachments

cc: Chad Dixson, Bowman Consulting Group Ltd

Accepted for Lower Gwynedd Township by:

I have reviewed all terms of this contract, and I am authorized to sign in the space below for execution of this contract.

By: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title: _____

Date: _____



BOWMAN CONSULTING GROUP LTD.

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2024

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman

/ Client



BOWMAN CONSULTING GROUP LTD.

SCHEDULE B – MUNICIPAL HOURLY RATES

January 2025

CLASSIFICATION	HOURLY RATES
Principal	\$225.00/HR
Department Executive	\$225.00/HR
Team Leader	\$225.00/HR
Senior Project Manager	\$210.00/HR
Project Manager II	\$210.00/HR
Project Manager	\$185.00/HR
Assistant Project Manager	\$170.00/HR
Project Coordinator	\$145.00/HR
Senior Surveyor	\$200.00/HR
Engineer I Engineer II Engineer III Engineer IV	\$120.00/HR \$145.00/HR \$155.00/HR \$185.00/HR
Planner I Planner II Planner III	\$120.00/HR \$145.00/HR \$155.00HR
Designer I Designer II Designer III	\$100.00/HR \$105.00/HR \$110.00/HR
CAD Drafter I	\$100.00/HR
Construction Manager	\$185.00/HR
Senior Construction Technician	\$170.00/HR
Senior Construction Inspector	\$145.00/HR
Construction Inspector	\$125.00/HR
Sr. Project Engineer/Hydro/Geo	\$200.00/HR
Traffic Technician	\$105.00/HR
Traffic Counter	\$ 70.00/HR
Survey Tech I Survey Tech II Survey Tech III	\$100.00/HR \$110.00/HR \$155.00/HR
Survey Field Crew–1 Man	\$140.00/HR
UAV Operation	\$110.00/HR
Administrative Professional	\$ 95.00/HR

Initials: Bowman_____ / Client_____

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to _____ ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

Initials: Bowman ____ / Client ____

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project,

Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment

or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by

Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.



MEMORANDUM

ATTN: Board of Supervisors
DATE: January 24, 2025
FROM: Jamie P. Worman, Assistant Township Manager *Jamie Worman*
SUBJ: Licensing Agreement-1137 McKean Road

Recommended Motion: It is recommended that the BOS make a motion to approve the licensing agreement for 1137 McKean Road providing for the continuation of an encroachment of a shed on Township property subject to the understanding, terms, and acknowledgments set forth in the license agreement.

As you are aware, we have identified several encroachments on Township-owned properties and the BOS agreed to allow the encroachments to remain but are requiring that the property owner enter into a licensing agreement. The agreement is to formally acknowledge that the encroachment exists and set parameters pertaining to the identified encroachment. The license agreements have been prepared by the Township Solicitor and circulated to the property owners. The agreement before the BOS currently is for the encroachment of a shed at 1137 McKean Road. The agreement is attached to this memo for your reference.

**Prepared By &
Return To:**

Neil Andrew Stein, Esquire
Union Meeting Corporate Center
910 Harvest Drive, Suite #200
Blue Bell, PA 19422
nstein@kaplaw.com

Property:

1137 McKean Rd, Lower Gwynedd Township
Parcels #39-00-02576-00-4; #39-00-02602-00-5 and
#39-00-02576-04-9

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT is made this 17 day of January, 2025 between **LOWER GWYNEDD TOWNSHIP**, 1130 North Bethlehem Pike, Spring House, Pennsylvania 19477 ("**Township**") and **KEVIN CAMERON AND CARRIE CAMERON**, 1137 McKean Road, Ambler, Pennsylvania 19002 ("**Property Owners**") (the Township and Property Owners are sometimes individually referred to as a "**Party**" and collectively, the "**Parties**").

BACKGROUND

A. The Property Owners own the property and structures thereon, known as 1137 McKean Road, Ambler, Pennsylvania 19002, Parcels #39-00-02576-00-4 and #39-00-02602-00-5 (the "**Property**").

B. The Township is the owner of a parcel of open space of approximately 24,730 square feet, including a public trail, being Parcel #39-00-02576-04-9 (the "**Township Property**").

C. The Property Owners have erected a Shed on a portion of the Township Property (the "**Shed**"), in approximately the area depicted in **Exhibit "1"** attached hereto (the "**Encroachment**" and "**Encroachment Location**").

D. The Property Owners understand and agree that the Township has and shall for all times hereafter reserve and retain the unfettered right to exclude any/all structures or other encroachments from within the Township Property, in its sole discretion and without recourse.

E. However, in order to accommodate the Property Owners, the Township is willing to consider and agree to grant its permission to allow the Shed to remain in its present Encroachment Location on the Township Property, at least temporarily, in consideration of and subject to the understandings, agreements, acknowledgments, conditions, and releases as set forth in this Agreement.

NOW, THEREFORE, the Parties, for themselves, their heirs, successors, and assigns, hereby agree as follows:

1. **AUTHORIZATION.** The Township hereby grants the Property Owners permission to keep the Shed in the Encroachment Location, pursuant to the terms of this Agreement & Release, and solely in the Encroachment Location and also in strict conformity with such final plans and permits as may be approved and issued hereafter by the Township and subject to all conditions thereon as may be deemed necessary and proper in the sole discretion of the Township. This Agreement constitutes a License and does not rise to the level of a real property interest.

2. **REMOVAL (NON-EMERGENCIES).** Upon written notice provided by the Township to the Property Owners personally, and/or by certified mail, and/or by posting of the Property if the Property Owners are absent or cannot be located, the Property Owners shall temporarily or permanently remove any or all of the Shed from the Township Property within thirty (30) days of the date of such personal service or posting, or from the date of mailing of such notice. Such requests made to the Property Owners by the Township to remove the Shed will be made pursuant to the Township's need to access the Township Property for such purposes as determined in good faith by the Township in its sole discretion.

3. **EMERGENCIES:** Notwithstanding the foregoing, in a situation deemed to be an emergency as determined by the Township in its sole discretion, the Shed shall be removed by the Property Owners upon forty-eight (48) hours' notice (which may be verbal notice), or may be removed without any prior notice, and in either case the Property Owners shall bear all costs of demolition, relocation and/or reconstruction.

4. **FAILURE TO REMOVE.** In the event the Property Owners fail to remove the Shed when required to do so by this Agreement, or at any time under emergency circumstances as provided in **Paragraph 3**, above, the Township shall have the right to remove the Shed and the Property Owner shall reimburse the Township for the costs incurred in removing the Shed within Thirty (30) days of notice thereof. All such removal costs shall be a municipal lien upon the Property from the date incurred by the Township.

5. **DESTRUCTION, ABANDONMENT AND REMOVAL.** In the event of the destruction or removal of the Shed, or if it shall fall into disrepair or its use be abandoned, the Property Owners shall apply for permission to reconstruct or repair the Shed under the then-existing regulations, which the Township may grant or deny in its sole discretion, without appeal or other recourse.

6. **TOWNSHIP RESERVATION OF RIGHTS.** The Property Owners hereby acknowledge and agree that, in granting this License, the Township specifically reserves all rights in, and that the Township has and shall continue at all times hereafter to retain the unfettered right in its sole discretion to exclude any and all structures from within the Township Property, including the Shed. The Property Owners further acknowledge that this Agreement does not confer, and the Property Owners shall never have or claim any prescriptive, contractual or other legal right of encroachment into the Township Property, any right of possession to any portion of the Township Property, including any claim of adverse possession, or any rights to maintain or reconstruct the Shed or any other structure therein based on nonconforming or "grandfathered" use of the structure.

7. **INDEMNIFICATION AND RELEASE.** The Property Owners agree to release, indemnify, defend and hold harmless the Township from any and all causes of action, damages, losses, liens, liabilities costs, expenses or claims arising out of the construction of the Shed over, upon and across the Township Property and the resulting encroachment thereon or the removal therefrom. Any removal costs incurred relating to the construction and existence of the Shed or its removal shall be borne by the Property Owners, at no cost to the Township. The Property Owners waive and release all rights, causes of action or claims against the Township, and shall hold the Township harmless against any claims based on the construction of the Shed over, upon and across the Township Property, or arising out of or relating to its destruction, damage, or removal by the Township.

8. **PERPETUAL OBLIGATION.** This Agreement shall be binding upon all owners, successors, and assigns taking title to the Property after the execution of this Agreement, and this Agreement shall run in perpetuity with the Property.

9. **RECORDING.** This Agreement shall be recorded in the public records of Montgomery County, Pennsylvania, by the Township at the Property Owners' sole expense.

10. **BREACH.** In the event that the Property Owners breach this Agreement, the Township shall have the following remedies.

- (a) All remedies provided by Pennsylvania law.
- (b) Money damages for any and all damages caused by the breach.
- (c) Injunctive relief.
- (d) Attorney's fees incurred by the Township or its agents as a result of the breach; and
- (e) Litigation expenses and court costs incurred by Township as a result of the breach.

11. **RISK OF LOSS.** The Property Owners understand and agree that the Township is not responsible for any damage to the Shed, and the Township shall have no liability for such an event.

12. **AMENDMENT AND WAIVER.** The Parties may, by mutual written agreement, amend this Agreement in any respect. Any agreement on the part of any Party for any such amendment must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accord with the laws of the Commonwealth of Pennsylvania.

14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. **IMMUNITY.** The Parties acknowledge and agree that, in executing and performing this Agreement, the Township has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, which would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

16. **INSURANCE.** The Property Owners shall possess and maintain at all times, general homeowner's liability insurance to protect the Township from any liability, claims, damages, losses or expenses arising from or out of or in any way connected with construction, operation or maintenance of the Shed, and such insurance shall name the Township as an additional insured.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first set forth above.

ATTEST:

**TOWNSHIP:
LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

MIMI GLEASON, TOWNSHIP MANAGER

By: _____
DANIELLE A. DUCKETT, CHAIRPERSON

PROPERTY OWNERS:



KEVIN CAMERON



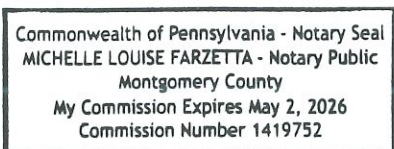
CARRIE CAMERON

INDIVIDUAL ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

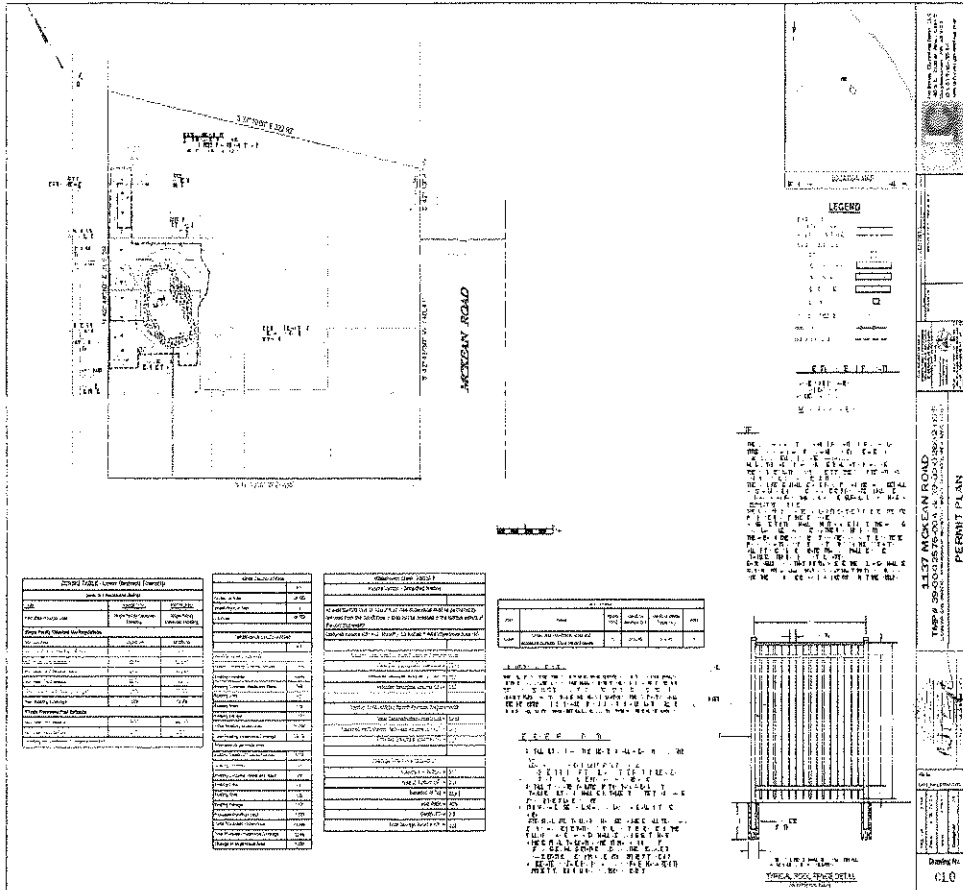
On this, the 17 day of January, 2025, before me, the undersigned officer, a Notary Public, personally appeared **KEVIN CAMERON AND CARRIE CAMERON** known to be or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Michelle Louise Farzetta
Notary Public
My Commission Expires: 5/2/2026

EXHIBIT "1"





PROJECT	WORK PERFORMED LAST PERIOD (November 26 th to January 28 th)	WORK TO BE PERFORMED THIS PERIOD (January 28 th to February 25 th)
GENERAL TOWNSHIP PROJECTS		
1. NPDES – MS4 Reporting	<ul style="list-style-type: none"> No work completed this period. 	<ul style="list-style-type: none"> Monitor permit status and perform work as necessary.
2. Misc. Consulting Services	<ul style="list-style-type: none"> Staff meeting re: Forest & Woodlands Evaluations. Next step is prioritization of reforestation plans to be presented to P&R Board in March. Park & Rec Board presentation on existing trail / sidewalk mapping and feedback on priority connections. Work on GP-11 permit package for 448 Marion Culvert replacement. Sewer valve for Open Door force main was replaced first week in January. 	<ul style="list-style-type: none"> 448 Marion Culvert next step is discussion with the property owners re: easements. Notes on draft priorities for sidewalk & trail connections to be sent to P&R Board for further discussion. Prepare priority recommendations for reforestation for presentation to P&R board in March. Evaluate performance of Open Door Pump Station to determine next steps for maintenance now that valve has been replaced.
3. Old Bethlehem Pike Bridge Replacement / Streambank Stabilization	<ul style="list-style-type: none"> Project awarded to G&B construction at Jan 6th BOS meeting. 	<ul style="list-style-type: none"> Work with PECO and Solicitor to amend Beth Pike ROW to encompass relocated gas line. Work with PECO and Contractor on updated construction schedule for communication to residents re: timing of bridge closure.
4. Road Repaving Program	<ul style="list-style-type: none"> No work performed this period. 	<ul style="list-style-type: none"> Work with Fred re: design of McKean Road resurfacing and bid structure for mill & overlay / micro-surfacing bids.
5. Park Master Plans (Ingersoll, Pen-Ambler, Oxford) DCED Grant.	<ul style="list-style-type: none"> Continue coordination between building manufacturers and Little League re: size and layout of concession/restroom/press box building at Ingersoll Park. Continue work on Ingersoll Park NPDES permit submission and sewer extension design. Anticipate NPDES submission week of Jan 26th. 	<ul style="list-style-type: none"> Meeting with alternate manufacturer for building on January 29th. Work to have an updated Opinion of Probable Cost for remaining phases at Ingersoll for presentation to the Board in February. Meeting with DCNR re: Oxford Park grant award is scheduled for February.

PROJECT	WORK PERFORMED LAST PERIOD (November 26 th to January 28 th)	WORK TO BE PERFORMED THIS PERIOD (January 28 th to February 25 th)
PRIVATE DEVELOPMENT PROJECTS		
1. Saint Charles Seminary	<ul style="list-style-type: none"> Punch list complete. 	<ul style="list-style-type: none"> Close project out and recommend final CO once they provide notice of termination for NPDES permit.
2. Hunt Seat Drive	<ul style="list-style-type: none"> No work performed this period. 	<ul style="list-style-type: none"> Monitor project status and perform work as needed.
3. Goddard School	<ul style="list-style-type: none"> No work performed this period. 	<ul style="list-style-type: none"> Monitor project status and perform work as needed.
4. Gwynedd Mercy Academy High School	<ul style="list-style-type: none"> Final CO recommended. 	<ul style="list-style-type: none"> Monitor project status and perform work as needed.
5. GMU – Healthcare Innovation Campus	<ul style="list-style-type: none"> Construction observation and administration. 	<ul style="list-style-type: none"> Construction observation. Monitor project status and perform work as necessary.
6. SHIP Building 14 Parking & Substation Land Development	<ul style="list-style-type: none"> Construction observation. 	<ul style="list-style-type: none"> Monitor project status and perform work as necessary.
7. 776 Johns Lane (Hughes Subdivision)	<ul style="list-style-type: none"> Construction observation. 	<ul style="list-style-type: none"> Monitor project status and perform work as needed.
8. ACTS (Gwynedd Estates)	<ul style="list-style-type: none"> Conditional Use and Amended Final LD approved by BOS at January 6th meeting. 	<ul style="list-style-type: none"> Monitor project status and perform work as needed.
9. ACTS (Spring House Estates)	<ul style="list-style-type: none"> No work performed this period. 	<ul style="list-style-type: none"> Monitor project status and perform work as needed.

LOWER GWYNEDD TOWNSHIP PROJECT STATUS REPORT January 2025

SPRING HOUSE INTERSECTION PROJECT – PHASE 2

- PennDOT permit was closed out on 10/16/2024.
- Montgomery County permit was closed out on 10/22/2024.
- Final payment application sent to contractor on 11/13/2024.
- Final contract total including all change orders \$54,834.15 less than original project bid.
- Montgomery County reached out to Bowman on 11/20/2024 for additional pavement remediation on areas showing ponding. Contractor completed additional pavement adjustments on 12/17/2025, and the work was approved by Montgomery County on 12/19/2024. Minor pavement marking touch up work to be completed in the Spring needed as a result of pavement adjustments.
- Bowman coordinating with PennDOT to close out the grant.

BETHLEHEM PIKE AND DAGER ROAD TRAFFIC SIGNAL POLE REPLACEMENTS

- Replace two (2) traffic signal poles at the intersection based on recent traffic signal maintenance inspection report.
- Project awarded to Armour & Sons. Notification of award sent to the contractor on 10/9/2024.
- Review of construction document submittals from contractor and project coordination ongoing.
- Construction anticipated in March 2025.

WELSH ROAD TRAFFIC SIGNAL UPGRADES

- Traffic signal upgrades for the intersections with Evans Road and Darden Drive/Gwynedd Crossing.
- Township awarded GLG grant of \$324,640 with 20% local match requirement of \$81,160.
- Township authorized Bowman for design/permitting/construction services on 10/8/2024.
- Estimated schedule for design/permitting/bidding = 9 – 12 months, heavily dependent on PennDOT review times.
- 1st PennDOT submission 11/13/2024; Waiting for PennDOT review to continue design and permitting activities.

SIDEWALK AND TRAIL PLAN

- Compiled preliminary inventory of existing trail crossings of roads in the township.
- Meeting with Parks and Recreation Committee January 2025.
- Review of existing trail crossings to be completed Spring 2025.

PENLLYN PIKE AND TREWELLYN AVENUE/OLD PENLLYN PIKE TRAFFIC SIGNAL UPGRADES

- Traffic signal modernization improvement project.
- Township awarded DCED LSA grant of \$451,312 with local match of \$112,828.
- Bowman proposal for design/permitting and construction services submitted to Township for review and consideration for approval.

ANNUAL TRAFFIC SIGNAL MAINTENANCE INSPECTION

- Township Traffic Signal Maintenance Contractor Armour & Sons, Inc. submitted annual inspection report to the Township in December 2024 for all traffic signals in the township.
- Bowman and Township Public Works reviewing inspection report to identify repairs to be completed in the short-term future and potential long-term improvements, as needed.

PAID INVOICES REPORT

WARRANT: 012825

TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
18 21ST CENTURY MEDIA NEWSPAPER, LLC	168021	12/30/24	69776		103900	P	01/28/25	01414 340	LEGAL NOTICES	824.22
INVOICE:	2666679									
168022	12/30/24	69777			103900	P	01/28/25	01401 340	LEGAL NOTICES	105.11
INVOICE:	2672019									
VENDOR TOTALS				.00 YTD INVOICED				929.33 YTD PAID		929.33
3787 ADVANCED ELECTRICAL CONTRACTORS, INC.	168115	12/31/24	69870		103901	P	01/28/25	01409 370	R&M ALL BLDNGS	613.21
INVOICE:	405694									
VENDOR TOTALS				.00 YTD INVOICED				613.21 YTD PAID		613.21
837 ALBERT M. COMLY, JR.	168045	12/30/24	69800		103902	P	01/28/25	01414 312	FIRE SAFETY INSPECTOR	1,552.50
INVOICE:	LG-24005									
168162	01/01/25	69918			103902	P	01/28/25	01147 000	LEGAL&ENGINEER	281.25
INVOICE:	LG 24-008									
168163	01/01/25	69919			103902	P	01/28/25	01414 312	FIRE SAFETY INSPECTOR	600.00
INVOICE:	010125									
VENDOR TOTALS				881.25 YTD INVOICED				2,433.75 YTD PAID		2,433.75
3799 ALLEN J. FEDEZKO	168116	12/31/24	69871		103903	P	01/28/25	01409 450	CONTRACTED SERVICES	1,487.50
INVOICE:	139									
168116	12/31/24	69871			103903	P	01/28/25	08429 450	CONTRACTED SERVICES	262.50
INVOICE:	139									
VENDOR TOTALS				.00 YTD INVOICED				1,750.00 YTD PAID		1,750.00
3883 AMAZON CAPITAL SERVICES, INC.	168121	12/31/24	69876		103904	P	01/28/25	01409 220	SUPPLIES- ALL BLDNGS	37.98
INVOICE:	16PM-1DQM-DL4D									
168121	12/31/24	69876			103904	P	01/28/25	01410 220	OPERATING SUPPLIES	303.47
INVOICE:	16PM-1DQM-DL4D									
168121	12/31/24	69876			103904	P	01/28/25	01401 187	STAFF ENGAGEMENT	112.17
INVOICE:	16PM-1DQM-DL4D									
168121	12/31/24	69876			103904	P	01/28/25	01430 220	SUPPLIES PW	41.99
INVOICE:	16PM-1DQM-DL4D									
VENDOR TOTALS				.00 YTD INVOICED				495.61 YTD PAID		495.61
3759 AMO ENVIRONMENTAL DECISIONS, INC.	168113	12/31/24	69868		103905	P	01/28/25	01414 313	ENGINEERING	4,831.91
INVOICE:	B4100103002									
168114	12/31/24	69869			103905	P	01/28/25	01414 313	ENGINEERING	3,334.78
INVOICE:	B4100103001									

PAID INVOICES REPORT

WARRANT: 012825

TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS				.00	YTD INVOICED		8,166.69		YTD PAID	8,166.69
2091 ARAMSCO, INC.	168059	12/31/24	69814		103906	P	01/28/25	01409 220	SUPPLIES- ALL BLDNGS	64.12
	INVOICE: 6822508.001									
	168060	12/31/24	69815		103906	P	01/28/25	01409 220	SUPPLIES- ALL BLDNGS	115.90
	INVOICE: 02									
VENDOR TOTALS				.00	YTD INVOICED		180.02		YTD PAID	180.02
3210 ARMOUR & SONS ELECTRIC, INC.	168079	12/31/24	69834		103907	P	01/28/25	01430 450	CONTRACTED SERVICES	4,355.00
	INVOICE: 910042765									
VENDOR TOTALS				.00	YTD INVOICED		4,355.00		YTD PAID	4,355.00
4007 ARRO CONSULTING, INC.	168192	01/01/25	69948		103908	P	01/28/25	01147 000	LEGAL&ENGINEER	3,585.84
	INVOICE: 0102657									
VENDOR TOTALS				3,585.84	YTD INVOICED		3,585.84		YTD PAID	3,585.84
3435 AVANTI UNLIMITED, INC.	168088	12/31/24	69843		103909	P	01/28/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	147.77
	INVOICE: 4028									
	168089	12/31/24	69844		103909	P	01/28/25	01410 262	VEHICLE MAINTENANCE	152.54
	INVOICE: 4027									
VENDOR TOTALS				.00	YTD INVOICED		300.31		YTD PAID	300.31
1116 BOWMAN CONSULTING GROUP, LTD.	168046	12/30/24	69801		103910	P	01/28/25	01414 313	ENGINEERING	2,767.50
	INVOICE: 12/31/24									
	168046	12/30/24	69801		103910	P	01/28/25	33433 200	MULTIMODAL PHASE 2 EXPENS	1,741.25
	INVOICE: 12/31/24									
	168046	12/30/24	69801		103910	P	01/28/25	30439 000	INFRASTRUCTURE REBUILDING	351.85
	INVOICE: 12/31/24									
	168048	12/30/24	69803		103910	P	01/28/25	01414 313	ENGINEERING	4,962.94
	INVOICE: 113024									
	168048	12/30/24	69803		103910	P	01/28/25	30439 000	INFRASTRUCTURE REBUILDING	3,600.00
	INVOICE: 113024									
	168048	12/30/24	69803		103910	P	01/28/25	30439 722	PEDESTRIAN BRIDGES	102.50
	INVOICE: 113024									
	168048	12/30/24	69803		103910	P	01/28/25	33433 200	MULTIMODAL PHASE 2 EXPENS	1,862.75
	INVOICE: 113024									
	168048	12/30/24	69803		103910	P	01/28/25	33439 000	INFRASTRUCTURE REBUILDING	247.50
	INVOICE: 113024									
	168164	01/01/25	69920		103910	P	01/28/25	01147 000	LEGAL&ENGINEER	236.25
	INVOICE: DEC L & E 2025									
	168165	01/01/25	69921		103910	P	01/28/25	01147 000	LEGAL&ENGINEER	2,518.75

PAID INVOICES REPORT

WARRANT: 012825

TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
INVOICE: NOV 2024 L & E 2025											
VENDOR TOTALS		2,755.00 YTD INVOICED						18,391.29 YTD PAID		18,391.29	
3319	BUCKS COUNTY WATER & SEWER AUTHORITY										
	168084	12/31/24	69839		103911	P	01/28/25	08429	450	CONTRACTED SERVICES	4,300.00
	INVOICE: 2024-012										
VENDOR TOTALS		.00 YTD INVOICED						4,300.00 YTD PAID		4,300.00	
328	CARGILL, INC.										
	168150	01/01/25	69906		103912	P	01/28/25	35430	220	SUPPLIES	8,919.70
	INVOICE: 2910414264										
	168151	01/01/25	69907		103912	P	01/28/25	35430	220	SUPPLIES	3,558.63
	INVOICE: 2910431168										
VENDOR TOTALS		12,478.33 YTD INVOICED						12,478.33 YTD PAID		12,478.33	
526	CATAPULT WEB DEVELOPMENT INC										
	168157	01/01/25	69913		103913	P	01/28/25	01401	430	TECHNOLOGY	3,600.00
	INVOICE: 7761										
VENDOR TOTALS		3,600.00 YTD INVOICED						3,600.00 YTD PAID		3,600.00	
4106	CHRISTINA LAP										
	168139	12/31/24	69894		103914	P	01/28/25	01301	100	CURRENT REAL ESTATE TAXES	79.70
	INVOICE: 122824										
VENDOR TOTALS		.00 YTD INVOICED						79.70 YTD PAID		79.70	
3457	CHRISTOPHER SWENSON										
	168090	12/31/24	69845		103915	P	01/28/25	01410	174	EDUC. TUITION REIMBURSEME	2,171.97
	INVOICE: 120524										
VENDOR TOTALS		.00 YTD INVOICED						2,171.97 YTD PAID		2,171.97	
3085	COMMONWEALTH OF PA										
	168077	12/31/24	69832		103916	P	01/28/25	08429	220	OPERATING SUPPLIES	65.00
	INVOICE: 1365932										
VENDOR TOTALS		.00 YTD INVOICED						65.00 YTD PAID		65.00	
1118	COMMONWEALTH OF PENNSYLVANIA										
	168203	01/23/25	69959		104007	P	01/28/25	30454	600	PARK IMPROVEMENTS	200.00
	INVOICE: 012325										
VENDOR TOTALS		200.00 YTD INVOICED						200.00 YTD PAID		200.00	
2803	CURT LIVEZEY										
	168068	12/31/24	69823		103917	P	01/28/25	01430	238	CLOTHING & UNIFORMS	134.66
	INVOICE: 121824										

PAID INVOICES REPORT

WARRANT: 012825

TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
	168068	12/31/24	69823		103917	P	01/28/25	08429	238	UNIFORMS	44.88
	INVOICE:	121824									
VENDOR TOTALS				.00	YTD INVOICED				179.54	YTD PAID	179.54
3897	DANIEL W. DOWLING										
	168190	01/01/25	69946		103918	P	01/28/25	01410	480	COMMUNITY RESPONSE UNIT	300.00
	INVOICE:	010625									
VENDOR TOTALS				300.00	YTD INVOICED				300.00	YTD PAID	300.00
2149	DAVID PAUL GEORGE										
	168061	12/31/24	69816		103919	P	01/28/25	01430	238	CLOTHING & UNIFORMS	131.24
	INVOICE:	120424									
	168061	12/31/24	69816		103919	P	01/28/25	08429	238	UNIFORMS	43.75
	INVOICE:	120424									
VENDOR TOTALS				.00	YTD INVOICED				174.99	YTD PAID	174.99
1416	DAVIDHEISER'S INC.										
	168055	12/05/24	69810		103920	P	01/28/25	01410	450	CONTRACTED SERVICES	301.00
	INVOICE:	29331									
VENDOR TOTALS				.00	YTD INVOICED				301.00	YTD PAID	301.00
493	DELAWARE VALLEY PROPERTY & LIABILITY TRUST										
	168155	01/01/25	69911		103921	P	01/28/25	01401	350	INSURANCE BONDING	38,271.56
	INVOICE:	PREM25-LGWYN1									
	168155	01/01/25	69911		103921	P	01/28/25	08429	350	INSURANCE	12,757.19
	INVOICE:	PREM25-LGWYN1									
VENDOR TOTALS				51,028.75	YTD INVOICED				51,028.75	YTD PAID	51,028.75
691	DELAWARE VALLEY WORKERS'										
	168044	12/30/24	69799		103922	P	01/28/25	01401	350	INSURANCE BONDING	11,820.25
	INVOICE:	WCPREM24-LGWYN4									
	168044	12/30/24	69799		103922	P	01/28/25	05486	354	WORKER'S COMPENSATION	5,455.50
	INVOICE:	WCPREM24-LGWYN4									
	168044	12/30/24	69799		103922	P	01/28/25	08486	354	WORKER'S COMPENSATN CNTRB	909.25
	INVOICE:	WCPREM24-LGWYN4									
VENDOR TOTALS				.00	YTD INVOICED				18,185.00	YTD PAID	18,185.00
3756	DELCO SOLUTIONS, LLC										
	168112	12/31/24	69867		103923	P	01/28/25	01401	430	TECHNOLOGY	195.00
	INVOICE:	4820									
VENDOR TOTALS				.00	YTD INVOICED				195.00	YTD PAID	195.00
125	DENNEY ELECTRIC SUPPLY										
	168027	12/30/24	69782		103924	P	01/28/25	01409	370	R&M ALL BLDNGS	12.06

PAID INVOICES REPORT

WARRANT: 012825

TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
INVOICE: S102344573.001											
VENDOR TOTALS					.00 YTD INVOICED				12.06 YTD PAID		12.06
3885 DENNIS GRAVINESE, JR	168189	01/01/25	69945		103925	P	01/28/25	08429	238	UNIFORMS	129.46
INVOICE: 010125											
VENDOR TOTALS					129.46 YTD INVOICED				129.46 YTD PAID		129.46
2747 FEDEX	168069	12/31/24	69824		103926	P	01/28/25	01402	310	PROFESSIONAL SERVICES	44.81
INVOICE: 8-712-96134											
VENDOR TOTALS					.00 YTD INVOICED				44.81 YTD PAID		44.81
1488 FIRSTLABORATORIES, INC.	168167	01/01/25	69923		103927	P	01/28/25	01410	450	CONTRACTED SERVICES	163.47
INVOICE: FL00657672											
168167		01/01/25	69923		103927	P	01/28/25	01430	450	CONTRACTED SERVICES	87.76
INVOICE: FL00657672											
VENDOR TOTALS					251.23 YTD INVOICED				251.23 YTD PAID		251.23
515 FISHER & SON CO. INC.	168156	01/01/25	69912		103928	P	01/28/25	01430	220	SUPPLIES PW	1,644.00
INVOICE: 0000282471-IN											
VENDOR TOTALS					1,644.00 YTD INVOICED				1,644.00 YTD PAID		1,644.00
3175 FLOUNDERS COMMUNICATIONS	168180	01/01/25	69936		103929	P	01/28/25	01409	320	COMMUNICATIONS	126.42
INVOICE: 649763											
168181		01/01/25	69937		103929	P	01/28/25	01409	320	COMMUNICATIONS	89.00
INVOICE: 361500-US20											
VENDOR TOTALS					215.42 YTD INVOICED				215.42 YTD PAID		215.42
490 GALLS, LLC	168040	12/30/24	69795		103930	P	01/28/25	01410	238	UNIFORMS	33.45
INVOICE: 029918097											
168040		12/30/24	69795		103930	P	01/28/25	01410	238	UNIFORMS	107.97
INVOICE: 029918097											
168040		12/30/24	69795		103930	P	01/28/25	01410	238	UNIFORMS	55.98
INVOICE: 029918097											
168040		12/30/24	69795		103930	P	01/28/25	01410	238	UNIFORMS	-164.99
INVOICE: 029918097											
VENDOR TOTALS					.00 YTD INVOICED				32.41 YTD PAID		32.41
548 GARY O'CONNOR											

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WARRANT: 012825

TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
	168158	01/01/25	69914		103931	P	01/28/25	01410	158	POST-RETIREMENT HEALTH BE	200.00
	INVOICE:	010125									
VENDOR TOTALS				200.00	YTD INVOICED				200.00	YTD PAID	200.00
1869 GENERAL CODE PUBLISHERS CORP.	168171	01/01/25	69927		103932	P	01/28/25	01401	450	CONTRACTED SERVICES	1,195.00
	INVOICE:	GC00128550									
VENDOR TOTALS				1,195.00	YTD INVOICED				1,195.00	YTD PAID	1,195.00
4094 GENO NAVE	168195	01/01/25	69951		103933	P	01/28/25	01430	238	CLOTHING & UNIFORMS	150.00
	INVOICE:	5									
	168195	01/01/25	69951		103933	P	01/28/25	08429	238	UNIFORMS	50.00
	INVOICE:	5									
VENDOR TOTALS				200.00	YTD INVOICED				200.00	YTD PAID	200.00
67 GENUINE PARTS COMPANY	168026	12/30/24	69781		103934	P	01/28/25	01430	220	SUPPLIES PW	59.83
	INVOICE:	562379									
VENDOR TOTALS				.00	YTD INVOICED				59.83	YTD PAID	59.83
3626 GEORGE DAVID FRITZ	168188	01/01/25	69944		103935	P	01/28/25	01410	262	VEHICLE MAINTENANCE	1,139.84
	INVOICE:	1-GS26686									
VENDOR TOTALS				1,139.84	YTD INVOICED				1,139.84	YTD PAID	1,139.84
657 GFOA-PA	168160	01/01/25	69916		103936	P	01/28/25	01401	420	TRAINING/DUES/SUBS	75.00
	INVOICE:	1711004-755663									
VENDOR TOTALS				75.00	YTD INVOICED				75.00	YTD PAID	75.00
1619 GILMORE & ASSOCIATES	168057	12/31/24	69812		103937	P	01/28/25	01414	313	ENGINEERING	19,585.21
	INVOICE:	12/16/24									
	168057	12/31/24	69812		103937	P	01/28/25	09439	000	INFRASTRUCTURE REBUILDING	7,088.16
	INVOICE:	12/16/24									
	168057	12/31/24	69812		103937	P	01/28/25	30439	300	PROFESSIONAL SERVICES	640.00
	INVOICE:	12/16/24									
	168057	12/31/24	69812		103937	P	01/28/25	30439	721	OLD BETHLEHEM PIKE CULVER	9,573.99
	INVOICE:	12/16/24									
	168057	12/31/24	69812		103937	P	01/28/25	30454	600	PARK IMPROVEMENTS	19,539.65
	INVOICE:	12/16/24									
	168057	12/31/24	69812		103937	P	01/28/25	30439	722	PEDESTRIAN BRIDGES	1,964.00
	INVOICE:	12/16/24									
	168057	12/31/24	69812		103937	P	01/28/25	31446	101	SWM PROJECTS	4,365.53

Lower Gwynedd Township



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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:		12/16/24								
168057		12/31/24	69812		103937	P	01/28/25	31446 001	COMPLIANCE REQUIREMENTS	3,046.50
INVOICE:		12/16/24								
168057		12/31/24	69812		103937	P	01/28/25	31446 450	CONTRACTED SERVICES	5,181.32
INVOICE:		12/16/24								
168170		01/01/25	69926		103937	P	01/28/25	01147 000	LEGAL&ENGINEER	30,977.81
INVOICE:		DEC 2024	L & E 2025							
VENDOR TOTALS			30,977.81	YTD INVOICED				101,962.17	YTD PAID	101,962.17
26 GLASGOW, INC										
168023		12/30/24	69778		103938	P	01/28/25	01430 370	R&M PW	291.14
INVOICE:		262100								
VENDOR TOTALS			.00	YTD INVOICED				291.14	YTD PAID	291.14
1954 GROFF TRACTOR & EQUIPMENT, INC.										
168172		01/01/25	69928		103939	P	01/28/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	207.92
INVOICE:		PS0570729-1								
VENDOR TOTALS			207.92	YTD INVOICED				207.92	YTD PAID	207.92
96 H. A. THOMSON COMPANY										
168147		11/26/24	69903		103940	P	01/28/25	01401 350	INSURANCE BONDING	4,019.00
INVOICE:		375670								
VENDOR TOTALS			4,019.00	YTD INVOICED				4,019.00	YTD PAID	4,019.00
146 H. A. WEIGAND, INC.										
168034		12/30/24	69789		103941	P	01/28/25	01430 370	R&M PW	434.00
INVOICE:		124935								
VENDOR TOTALS			.00	YTD INVOICED				434.00	YTD PAID	434.00
3613 HEALTH MATS COMPANY										
168099		12/31/24	69854		103942	P	01/28/25	01409 370	R&M ALL BLDNGS	71.35
INVOICE:		27699								
VENDOR TOTALS			.00	YTD INVOICED				71.35	YTD PAID	71.35
1431 HOME DEPOT CREDIT SERVICES										
168056		12/31/24	69811		103943	P	01/28/25	01409 370	R&M ALL BLDNGS	37.61
INVOICE:		123124								
168056		12/31/24	69811		103943	P	01/28/25	01430 220	SUPPLIES PW	204.56
INVOICE:		123124								
168056		12/31/24	69811		103943	P	01/28/25	01430 370	R&M PW	4.27
INVOICE:		123124								
168056		12/31/24	69811		103943	P	01/28/25	01402 310	PROFESSIONAL SERVICES	13.46
INVOICE:		123124								

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS				.00	YTD INVOICED		259.90		YTD PAID	259.90	
425	HORSHAM CAR WASH INC.										
	168036	12/30/24	69791		103944	P	01/28/25	01410	262	VEHICLE MAINTENANCE	120.00
	INVOICE: 967										
	168037	12/30/24	69792		103944	P	01/28/25	01410	262	VEHICLE MAINTENANCE	240.00
	INVOICE: 959										
VENDOR TOTALS				.00	YTD INVOICED		360.00		YTD PAID	360.00	
3219	HOT FROG PRINT MEDIA, INC.										
	168182	01/01/25	69938		103945	P	01/28/25	01401	450	CONTRACTED SERVICES	1,945.11
	INVOICE: 17232										
VENDOR TOTALS				1,945.11	YTD INVOICED		1,945.11		YTD PAID	1,945.11	
3832	JNA MATERIALS, LLC										
	168117	12/31/24	69872		103946	P	01/28/25	01430	370	R&M PW	356.40
	INVOICE: 45780										
VENDOR TOTALS				.00	YTD INVOICED		356.40		YTD PAID	356.40	
3323	JOSEPH P. GROARKE										
	168085	12/31/24	69840		103947	P	01/28/25	01414	311	PROF SERV- UCC INSPECTING	1,665.00
	INVOICE: 123124										
VENDOR TOTALS				.00	YTD INVOICED		1,665.00		YTD PAID	1,665.00	
3358	KEYSTONE MUNICIPAL SERVICES, INC.										
	168086	12/31/24	69841		103948	P	01/28/25	01414	311	PROF SERV- UCC INSPECTING	6,570.00
	INVOICE: 38410										
	168087	12/31/24	69842		103948	P	01/28/25	01414	311	PROF SERV- UCC INSPECTING	5,949.50
	INVOICE: 38401										
VENDOR TOTALS				.00	YTD INVOICED		12,519.50		YTD PAID	12,519.50	
3216	KUHLS LAW FIRM, PLLC										
	168080	12/31/24	69835		103949	P	01/28/25	01414	314	PROF SERV- LEGAL (ZHB)	7,710.00
	INVOICE: 1798										
VENDOR TOTALS				.00	YTD INVOICED		7,710.00		YTD PAID	7,710.00	
417	LARRY DORN										
	168153	01/01/25	69909		103950	P	01/28/25	01430	238	CLOTHING & UNIFORMS	149.96
	INVOICE: 010125										
	168153	01/01/25	69909		103950	P	01/28/25	08429	238	UNIFORMS	49.99
	INVOICE: 010125										
VENDOR TOTALS				199.95	YTD INVOICED		199.95		YTD PAID	199.95	

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
3439 LEXIPOL, LLC	168183	01/01/25	69939		103951	P	01/28/25	01410 430	TECHNOLOGY	2,189.00
	INVOICE:		INVPR11247422							
VENDOR TOTALS			2,189.00	YTD INVOICED				2,189.00	YTD PAID	2,189.00
4000 MARK MANJARDI	168130	12/31/24	69885		103952	P	01/28/25	01414 314	PROF SERV- LEGAL (ZHB)	320.00
	INVOICE:		121624							
VENDOR TOTALS			.00	YTD INVOICED				320.00	YTD PAID	320.00
3873 MARTELLI'S METAL FABRICATIION, INC.	168119	12/31/24	69874		103953	P	01/28/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	450.00
	INVOICE:		97439							
VENDOR TOTALS			.00	YTD INVOICED				450.00	YTD PAID	450.00
4105 MATTHEW LEWIS/CHRISTINA RAMOS	168138	12/31/24	69893		103954	P	01/28/25	01301 100	CURRENT REAL ESTATE TAXES	.72
	INVOICE:		122824							
VENDOR TOTALS			.00	YTD INVOICED				.72	YTD PAID	.72
4109 MCCD - CLEAN WATER FUND	168202	01/23/25	69958		104008	P	01/28/25	30454 600	PARK IMPROVEMENTS	500.00
	INVOICE:		012325							
VENDOR TOTALS			500.00	YTD INVOICED				500.00	YTD PAID	500.00
3646 MCDONALD UNIFORM COMPANY, INC.	168101	12/31/24	69856		103955	P	01/28/25	01410 238	UNIFORMS	1,313.20
	INVOICE:		238085							
	168102	12/31/24	69857		103955	P	01/28/25	01410 238	UNIFORMS	132.50
	INVOICE:		238377							
	168103	12/31/24	69858		103955	P	01/28/25	01410 238	UNIFORMS	113.38
	INVOICE:		239193							
VENDOR TOTALS			.00	YTD INVOICED				1,559.08	YTD PAID	1,559.08
1409 MICHAEL ROGGE	168166	01/01/25	69922		103956	P	01/28/25	01410 158	POST-RETIREMENT HEALTH BE	332.62
	INVOICE:		010125							
VENDOR TOTALS			332.62	YTD INVOICED				332.62	YTD PAID	332.62
3447 MITCHELL KULP	168184	01/01/25	69940		103957	P	01/28/25	01430 238	CLOTHING & UNIFORMS	89.25
	INVOICE:		010125							
	168184	01/01/25	69940		103957	P	01/28/25	08429 238	UNIFORMS	29.75
	INVOICE:		010125							

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		119.00		YTD INVOICED		119.00		YTD PAID		119.00
2393	MONTGOMERY COUNTY CONSORTIUM OF 168173	01/01/25	69929		103958	P	01/28/25	01401 420	TRAINING/DUES/SUBS	150.00
	INVOICE: 2025 DUES									
VENDOR TOTALS		150.00		YTD INVOICED		150.00		YTD PAID		150.00
4108	MONTGOMERY COUNTY CONSERVATION DISTRICT 168201	01/23/25	69957		104009	P	01/28/25	30454 600	PARK IMPROVEMENTS	4,000.00
	INVOICE: 012325									
VENDOR TOTALS		4,000.00		YTD INVOICED		4,000.00		YTD PAID		4,000.00
85	MOTOROLA SOLUTIONS, INC. 168146	09/28/24	69902		103959	P	01/28/25	01410 430	TECHNOLOGY	1,800.00
	INVOICE: 1411122557									
VENDOR TOTALS		1,800.00		YTD INVOICED		1,800.00		YTD PAID		1,800.00
3854	NATALIE CORMIER 168118	12/31/24	69873		103960	P	01/28/25	01403 200	SUPPLIES	158.76
	INVOICE: 120724									
VENDOR TOTALS		.00		YTD INVOICED		158.76		YTD PAID		158.76
3699	NJ E-Z PASS 168104	12/31/24	69859		103961	P	01/28/25	01410 220	OPERATING SUPPLIES	31.00
	INVOICE: T072433892577-01									
VENDOR TOTALS		.00		YTD INVOICED		31.00		YTD PAID		31.00
140	NORTH WALES WATER AUTHORITY 168028	12/30/24	69783		103963	P	01/28/25	08429 450	CONTRACTED SERVICES	100.00
	INVOICE: SALES0002574 120424									
	168029	12/30/24	69784		103964	P	01/28/25	08429 450	CONTRACTED SERVICES	1,992.00
	INVOICE: ES0002582 120424									
	168030	12/30/24	69785		103965	P	01/28/25	08429 450	CONTRACTED SERVICES	1,116.00
	INVOICE: SALES0002581 120424									
	168031	12/30/24	69786		103962	P	01/28/25	08429 360	UTILITIES	15.87
	INVOICE: 04267317 121624									
	168032	12/30/24	69787		103962	P	01/28/25	08429 360	UTILITIES	15.87
	INVOICE: 04254546 121624									
	168033	12/30/24	69788		103962	P	01/28/25	08429 360	UTILITIES	15.87
	INVOICE: 03628639 121624									
VENDOR TOTALS		.00		YTD INVOICED		3,255.61		YTD PAID		3,255.61
469	NYCO CORPORATION 168038	12/30/24	69793		103966	P	01/28/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	152.50

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 82406150									
	168154	01/01/25	69910		103966	P	01/28/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	126.04
	INVOICE: 82500089									
VENDOR TOTALS				126.04	YTD INVOICED			278.54	YTD PAID	278.54
623 PA DEPT OF LABOR & INDUSTRY-B										
	168159	01/01/25	69915		103967	P	01/28/25	01409 370	R&M ALL BLDNGS	90.17
	INVOICE: 0714913									
VENDOR TOTALS				90.17	YTD INVOICED			90.17	YTD PAID	90.17
596 PA ONE CALL SYSTEM, INC.										
	168041	12/30/24	69796		103968	P	01/28/25	08429 450	CONTRACTED SERVICES	237.90
	INVOICE: 0001077713									
	168042	12/30/24	69797		103968	P	01/28/25	08429 450	CONTRACTED SERVICES	222.18
	INVOICE: 0001081469									
VENDOR TOTALS				.00	YTD INVOICED			460.08	YTD PAID	460.08
313 PA RECREATION & PARK										
	168149	01/01/25	69905		103969	P	01/28/25	05451 420	TRAINING/DUES/SUBS	280.00
	INVOICE: 3540									
VENDOR TOTALS				280.00	YTD INVOICED			280.00	YTD PAID	280.00
3700 PA TURNPIKE TOLL BY PLATE										
	168105	12/31/24	69860		103970	P	01/28/25	01410 220	OPERATING SUPPLIES	12.10
	INVOICE: 137982621-2									
	168106	12/31/24	69861		103970	P	01/28/25	01430 220	SUPPLIES PW	39.40
	INVOICE: 138285770-1									
	168107	12/31/24	69862		103970	P	01/28/25	01410 220	OPERATING SUPPLIES	7.10
	INVOICE: 138285769-1									
	168108	12/31/24	69863		103970	P	01/28/25	01410 220	OPERATING SUPPLIES	11.70
	INVOICE: 138734192-1									
VENDOR TOTALS				.00	YTD INVOICED			70.30	YTD PAID	70.30
3951 PARKER INTERPRIZE II, INC.										
	168199	11/19/24	69955		104005	P	01/28/25	01410 220	OPERATING SUPPLIES	37.40
	INVOICE: 16135									
VENDOR TOTALS				.00	YTD INVOICED			37.40	YTD PAID	37.40
665 PAUL B. MOYER & SONS										
	168043	12/30/24	69798		103972	P	01/28/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	84.49
	INVOICE: 6031354									
VENDOR TOTALS				.00	YTD INVOICED			84.49	YTD PAID	84.49
4103 PAUL/LUANN CATINELLA										

PAID INVOICES REPORT

WARRANT: 012825

TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
	168136	12/31/24	69891		103973	P	01/28/25	01301 100	CURRENT REAL ESTATE TAXES	56.64	
	INVOICE:	122824									
VENDOR TOTALS				.00	YTD INVOICED				56.64	YTD PAID	56.64
1399	PAYCHEX OF NEW YORK, LLC										
	168053	12/05/24	69808		103974	P	01/28/25	01402 310	PROFESSIONAL SERVICES	254.50	
	INVOICE:	7399725									
	168054	12/05/24	69809		103974	P	01/28/25	01402 310	PROFESSIONAL SERVICES	254.50	
	INVOICE:	7050010									
VENDOR TOTALS				.00	YTD INVOICED				509.00	YTD PAID	509.00
5	PECO - PAYMENT PROCESSING										
	167999	12/27/24	69754		103975	P	01/28/25	02434 383	R/M WISTER WOOD DISTRICT	.01	
	INVOICE:	3397391222	122724								
	168001	12/30/24	69756		103975	P	01/28/25	02434 374	R/M WOODED POND DISTRICT	7.84	
	INVOICE:	2658111222	123024								
	168002	12/30/24	69757		103975	P	01/28/25	01430 360	UTILITIES	26.45	
	INVOICE:	8230313000	123024								
	168003	12/30/24	69758		103975	P	01/28/25	02434 380	R/M GWYNN CREST DISTRICT	27.61	
	INVOICE:	7712968000	010225								
	168004	12/30/24	69759		103975	P	01/28/25	05454 360	UTILITIES	29.69	
	INVOICE:	3270531222	010325								
	168005	12/30/24	69760		103975	P	01/28/25	05454 360	UTILITIES	30.69	
	INVOICE:	8666762000	123024								
	168006	12/30/24	69761		103975	P	01/28/25	02434 376	R/M POLO CLUB DISTRICT	31.26	
	INVOICE:	3840077000	123024								
	168007	12/30/24	69762		103975	P	01/28/25	05454 360	UTILITIES	34.07	
	INVOICE:	4325804000	010325								
	168008	12/30/24	69763		103975	P	01/28/25	02434 375	R/M FOXFIELD RESERVE DIST	34.82	
	INVOICE:	4934981222	123024								
	168009	12/30/24	69764		103975	P	01/28/25	05454 360	UTILITIES	38.86	
	INVOICE:	3978998000	121624								
	168010	12/30/24	69765		103975	P	01/28/25	01409 360	UTILITIES	49.19	
	INVOICE:	2971145000	121624								
	168011	12/30/24	69766		103975	P	01/28/25	05454 360	UTILITIES	141.50	
	INVOICE:	8946494000	010325								
	168012	12/30/24	69767		103975	P	01/28/25	02434 377	R/M BETHLEHEM DISTRICT	164.81	
	INVOICE:	9909383000	123024								
	168013	12/30/24	69768		103975	P	01/28/25	02434 372	R/M PENLLYN DISTRICT	165.47	
	INVOICE:	3931524000	123024								
	168014	12/30/24	69769		103975	P	01/28/25	02434 371	R/M PEN AMBLER DISTRICT	217.48	
	INVOICE:	8029443000	123024								
	168015	12/30/24	69770		103975	P	01/28/25	08429 360	UTILITIES	226.22	
	INVOICE:	0251100100	121324								
	168016	12/30/24	69771		103975	P	01/28/25	05454 360	UTILITIES	244.11	
	INVOICE:	5759811222	121624								
	168017	12/30/24	69772		103975	P	01/28/25	01430 360	UTILITIES	336.23	
	INVOICE:	6692667000	123124								
	168018	12/30/24	69773		103975	P	01/28/25	08429 360	UTILITIES	824.28	

PAID INVOICES REPORT

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TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE:	5166383000	010625								
168019	12/30/24	69774			103975	P	01/28/25	01430 360	UTILITIES	9.11
INVOICE:	27939320100	121424								
168020	12/30/24	69775			103975	P	01/28/25	01409 360	UTILITIES	1,411.92
INVOICE:	7019523333	010325								
VENDOR TOTALS				.00	YTD INVOICED			4,051.62	YTD PAID	4,051.62
3475 PENN E & R										
168096	12/31/24	69851			103976	P	01/28/25	01414 313	ENGINEERING	4,668.95
INVOICE:	HA009015									
VENDOR TOTALS				.00	YTD INVOICED			4,668.95	YTD PAID	4,668.95
423 PENNSYLVANIA CHIEFS OF POLICE ASSOC										
168200	01/16/25	69956			104006	P	01/28/25	01410 420	TRAINING/DUES/SUBS	1,000.00
INVOICE:	8242									
VENDOR TOTALS				1,000.00	YTD INVOICED			1,000.00	YTD PAID	1,000.00
3119 PENNSYLVANIA MUNICIPAL LEAGUE										
168179	01/01/25	69935			103977	P	01/28/25	01401 420	TRAINING/DUES/SUBS	450.00
INVOICE:	INV-03153-G3K6K7									
VENDOR TOTALS				450.00	YTD INVOICED			450.00	YTD PAID	450.00
2919 PFM ASSET MANAGEMENT LLC										
168076	12/31/24	69831			103978	P	01/28/25	01410 311	PROF. SERVICES - PENSION,	3,723.79
INVOICE:	14534962									
168076	12/31/24	69831			103978	P	01/28/25	01402 310	PROFESSIONAL SERVICES	1,178.55
INVOICE:	14534962									
VENDOR TOTALS				.00	YTD INVOICED			4,902.34	YTD PAID	4,902.34
706 PHILADELPHIA FREEDOM VALLEY YMCA										
168161	01/01/25	69917			103979	P	01/28/25	01487 157	FRINGE BENEFITS	1,824.00
INVOICE:	123024									
VENDOR TOTALS				1,824.00	YTD INVOICED			1,824.00	YTD PAID	1,824.00
4005 PHILADELPHIA SUBURBAN REALTY APPRAISAL GROUP										
168131	12/31/24	69886			103980	P	01/28/25	30409 721	IMPROVEMENT TO TWP. PROPE	5,000.00
INVOICE:	#24-7844									
VENDOR TOTALS				.00	YTD INVOICED			5,000.00	YTD PAID	5,000.00
4072 PILOT THOMAS LOGISTICS, LLC										
168132	12/31/24	69887			103981	P	01/28/25	01410 374	FUEL/ GASOLINE/ DIESEL	1,483.35
INVOICE:	1086872-IN									
168133	12/31/24	69888			103981	P	01/28/25	01410 374	FUEL/ GASOLINE/ DIESEL	755.45
INVOICE:	1093401-IN									

PAID INVOICES REPORT

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TO FISCAL 2025/01 01/01/2025 TO 12/31/2025

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	168193	01/01/25	69949		103981	P	01/28/25	01410 374	FUEL/ GASOLINE/ DIESEL	1,559.06
	INVOICE:	1104426	-IN							
	168193	01/01/25	69949		103981	P	01/28/25	01430 374	FUEL/ GASOLINE/ DIESEL	486.55
	INVOICE:	1104426	-IN							
	168194	01/01/25	69950		103981	P	01/28/25	01430 374	FUEL/ GASOLINE/ DIESEL	286.76
	INVOICE:	1098878	-IN							
	168194	01/01/25	69950		103981	P	01/28/25	01410 374	FUEL/ GASOLINE/ DIESEL	517.63
	INVOICE:	1098878	-IN							
	VENDOR TOTALS		2,850.00	YTD INVOICED				5,088.80	YTD PAID	5,088.80
336	PSATS									
	168152	01/01/25	69908		103982	P	01/28/25	01401 420	TRAINING/DUES/SUBS	2,467.00
	INVOICE:	INV-163425	-W1C3							
	VENDOR TOTALS		2,467.00	YTD INVOICED				2,467.00	YTD PAID	2,467.00
2918	READY REFRESH BY NESTLE									
	168178	01/01/25	69934		103983	P	01/28/25	01409 220	SUPPLIES- ALL BLDNGS	311.91
	INVOICE:	15A0438012023								
	VENDOR TOTALS		311.91	YTD INVOICED				311.91	YTD PAID	311.91
3458	REMCO, INC.									
	168091	12/31/24	69846		103984	P	01/28/25	01409 370	R&M ALL BLDNGS	3,392.17
	INVOICE:	770877								
	168092	12/31/24	69847		103984	P	01/28/25	01409 370	R&M ALL BLDNGS	1,550.00
	INVOICE:	772089								
	168093	12/31/24	69848		103984	P	01/28/25	01409 370	R&M ALL BLDNGS	698.75
	INVOICE:	775507								
	168094	12/31/24	69849		103984	P	01/28/25	01409 370	R&M ALL BLDNGS	921.88
	INVOICE:	087								
	168095	12/31/24	69850		103984	P	01/28/25	01409 370	R&M ALL BLDNGS	4,355.62
	INVOICE:	70509								
	VENDOR TOTALS		.00	YTD INVOICED				10,918.42	YTD PAID	10,918.42
172	REX WILKINSON									
	168148	01/01/25	69904		103985	P	01/28/25	01410 158	POST-RETIREMENT HEALTH BE	452.45
	INVOICE:	010125								
	VENDOR TOTALS		452.45	YTD INVOICED				452.45	YTD PAID	452.45
2607	RICOH USA INC									
	168175	01/01/25	69931		103986	P	01/28/25	01401 430	TECHNOLOGY	403.98
	INVOICE:	589037763								
	168175	01/01/25	69931		103986	P	01/28/25	01410 450	CONTRACTED SERVICES	178.14
	INVOICE:	589037763								
	168176	01/01/25	69932		103986	P	01/28/25	01430 220	SUPPLIES PW	63.50
	INVOICE:	588976431								
	168176	01/01/25	69932		103986	P	01/28/25	08429 220	OPERATING SUPPLIES	68.01

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 588976431									
	168177	01/01/25	69933		103986	P	01/28/25	01414 430	TECHNOLOGY	177.20
	INVOICE: 588992411									
VENDOR TOTALS		890.83 YTD INVOICED			890.83 YTD PAID			890.83		
3992	ROBERT COLLINS									
	168127	12/31/24	69882		103987	P	01/28/25	01487 157	FRINGE BENEFITS	419.88
	INVOICE: 120624									
	168128	12/31/24	69883		103987	P	01/28/25	01430 238	CLOTHING & UNIFORMS	77.23
	INVOICE: 122424									
	168128	12/31/24	69883		103987	P	01/28/25	08429 238	UNIFORMS	25.74
	INVOICE: 122424									
	168129	12/31/24	69884		103987	P	01/28/25	01430 238	CLOTHING & UNIFORMS	72.89
	INVOICE: 120324									
	168129	12/31/24	69884		103987	P	01/28/25	08429 238	UNIFORMS	24.30
	INVOICE: 120324									
VENDOR TOTALS		.00 YTD INVOICED			620.04 YTD PAID			620.04		
4104	ROBERT/DEBRA ROSENTHAL									
	168137	12/31/24	69892		103988	P	01/28/25	01301 100	CURRENT REAL ESTATE TAXES	1.30
	INVOICE: 122824									
VENDOR TOTALS		.00 YTD INVOICED			1.30 YTD PAID			1.30		
4102	RYAN M. SELL									
	168135	12/31/24	69890		103989	P	01/28/25	01410 174	EDUC. TUITION REIMBURSEME	99.00
	INVOICE: 121324									
VENDOR TOTALS		.00 YTD INVOICED			99.00 YTD PAID			99.00		
1129	SAFETY-KLEEN SYSTEMS, INC.									
	168052	12/30/24	69807		103990	P	01/28/25	01430 220	SUPPLIES PW	262.49
	INVOICE: 96030587									
VENDOR TOTALS		.00 YTD INVOICED			262.49 YTD PAID			262.49		
2460	SANG CHUL LEE									
	168066	12/31/24	69821		103991	P	01/28/25	01410 238	UNIFORMS	186.00
	INVOICE: 2860									
	168067	12/31/24	69822		103991	P	01/28/25	01410 238	UNIFORMS	102.00
	INVOICE: 2857									
VENDOR TOTALS		.00 YTD INVOICED			288.00 YTD PAID			288.00		
3733	STAPLES									
	168109	12/31/24	69864		103992	P	01/28/25	01401 200	OFFICE SUPPLIES	145.88
	INVOICE: 6001717624									
	168110	12/31/24	69865		103992	P	01/28/25	01401 200	OFFICE SUPPLIES	94.52
	INVOICE: 6008690842									

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	168111	12/31/24	69866		103992	P	01/28/25	01401 200	OFFICE SUPPLIES	59.82
	INVOICE:	7003378552								
VENDOR TOTALS				.00	YTD INVOICED		300.22		YTD PAID	300.22
3894	THE FENCE GUYS									
	168122	12/31/24	69877		103993	P	01/28/25	01361 410	BUILDING PERMITS	150.00
	INVOICE:	122524								
VENDOR TOTALS				.00	YTD INVOICED		150.00		YTD PAID	150.00
3641	TRAISSR, LLC									
	168100	12/31/24	69855		103994	P	01/28/25	01414 430	TECHNOLOGY	1,750.00
	INVOICE:	3106								
VENDOR TOTALS				.00	YTD INVOICED		1,750.00		YTD PAID	1,750.00
1546	TYLER TECHNOLOGIES INC.									
	168168	01/01/25	69924		103995	P	01/28/25	01402 430	TECHNOLOGY	14,454.00
	INVOICE:	045-491064								
	168169	01/01/25	69925		103995	P	01/28/25	01402 430	TECHNOLOGY	-1,208.66
	INVOICE:	045-494980								
VENDOR TOTALS		13,245.34		YTD INVOICED		13,245.34		YTD PAID		13,245.34
2906	US BANK									
	168070	12/31/24	69825		103996	P	01/28/25	01410 311	PROF. SERVICES - PENSION,	109.36
	INVOICE:	14570918								
	168071	12/31/24	69826		103996	P	01/28/25	01402 310	PROFESSIONAL SERVICES	172.44
	INVOICE:	14571158								
	168072	12/31/24	69827		103996	P	01/28/25	01410 311	PROF. SERVICES - PENSION,	467.47
	INVOICE:	14570463								
	168073	12/31/24	69828		103996	P	01/28/25	01410 311	PROF. SERVICES - PENSION,	454.55
	INVOICE:	14532174								
	168074	12/31/24	69829		103996	P	01/28/25	01402 310	PROFESSIONAL SERVICES	169.72
	INVOICE:	14532763								
	168075	12/31/24	69830		103996	P	01/28/25	01410 311	PROF. SERVICES - PENSION,	108.52
	INVOICE:	14532817								
VENDOR TOTALS				.00	YTD INVOICED		1,482.06		YTD PAID	1,482.06
40	VERIZON									
	168024	12/30/24	69779		103997	P	01/28/25	08429 320	COMMUNICATIONS	33.33
	INVOICE:	2156430661 121724								
	168025	12/30/24	69780		103997	P	01/28/25	08429 320	COMMUNICATIONS	35.87
	INVOICE:	2156282913 121224								
	168141	01/07/25	69897		103997	P	01/28/25	08429 320	COMMUNICATIONS	39.45
	INVOICE:	2152831193 010725								
	168142	01/07/25	69898		103997	P	01/28/25	08429 320	COMMUNICATIONS	39.45
	INVOICE:	21554289*26								
	168143	01/07/25	69899		103997	P	01/28/25	08429 320	COMMUNICATIONS	48.22

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INVOICE:	55428927	010725									
168144	01/07/25	69900			103997	P	01/28/25	01401 320	COMMUNICATION	333.84	
INVOICE:	6282630	010725									
168145	01/07/25	69901			103997	P	01/28/25	01409 320	COMMUNICATIONS	325.72	
INVOICE:	2156461633	010725									
VENDOR TOTALS					786.68	YTD INVOICED			855.88	YTD PAID	855.88
3092	VERIZON WIRELESS										
168078	12/31/24	69833			103998	P	01/28/25	01401 320	COMMUNICATION	309.53	
INVOICE:	6102556688										
168078	12/31/24	69833			103998	P	01/28/25	01410 320	COMMUNICATIONS	760.82	
INVOICE:	6102556688										
168078	12/31/24	69833			103998	P	01/28/25	01430 320	COMMUNICATION	128.76	
INVOICE:	6102556688										
168078	12/31/24	69833			103998	P	01/28/25	05451 320	COMMUNICATION	66.91	
INVOICE:	6102556688										
168078	12/31/24	69833			103998	P	01/28/25	08429 320	COMMUNICATIONS	328.81	
INVOICE:	6102556688										
168078	12/31/24	69833			103998	P	01/28/25	08429 320	COMMUNICATIONS	-.01	
INVOICE:	6102556688										
VENDOR TOTALS					.00	YTD INVOICED			1,594.82	YTD PAID	1,594.82
3932	VIQ SOLUTIONS, INC.										
168123	12/31/24	69878			103999	P	01/28/25	01410 222	DETECTIVE OPERATING SUPPL	115.68	
INVOICE:	#VIQU6642										
VENDOR TOTALS					.00	YTD INVOICED			115.68	YTD PAID	115.68
3565	W.B. MASON COMPANY										
168097	12/31/24	69852			104000	P	01/28/25	01409 220	SUPPLIES- ALL BLDNGS	323.44	
INVOICE:	251067649										
168098	12/31/24	69853			104000	P	01/28/25	01409 220	SUPPLIES- ALL BLDNGS	-92.80	
INVOICE:	CM3328165										
168185	01/01/25	69941			104000	P	01/28/25	01401 200	OFFICE SUPPLIES	3.99	
INVOICE:	251426612										
168186	01/01/25	69942			104000	P	01/28/25	01409 220	SUPPLIES- ALL BLDNGS	251.00	
INVOICE:	251526476										
168187	01/01/25	69943			104000	P	01/28/25	01401 200	OFFICE SUPPLIES	45.88	
INVOICE:	251588151										
VENDOR TOTALS					300.87	YTD INVOICED			531.51	YTD PAID	531.51
2511	WEST PUBLISHING CORPORATION										
168174	01/01/25	69930			104001	P	01/28/25	30410 705	POLICE PCCD GRANT EXP	157.50	
INVOICE:	851325858										
VENDOR TOTALS					157.50	YTD INVOICED			157.50	YTD PAID	157.50
3979	WILSON OF WALLINGFORD, INC.										

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	168125	12/31/24	69880		104002	P	01/28/25	01409 370	R&M ALL BLDNGS	116.70
	INVOICE:	11446271								
	168126	12/31/24	69881		104002	P	01/28/25	01409 370	R&M ALL BLDNGS	336.39
	INVOICE:	11446270								
VENDOR TOTALS				.00	YTD INVOICED			453.09	YTD PAID	453.09
2433 WITMER PUBLIC SAFETY GROUP, INC.										
	168062	12/31/24	69817		104003	P	01/28/25	01410 220	OPERATING SUPPLIES	542.22
	INVOICE:	INV594030								
	168063	12/31/24	69818		104003	P	01/28/25	01410 220	OPERATING SUPPLIES	18.93
	INVOICE:	inv592301								
	168064	12/31/24	69819		104003	P	01/28/25	01410 220	OPERATING SUPPLIES	812.32
	INVOICE:	596549								
	168065	12/31/24	69820		104003	P	01/28/25	01410 220	OPERATING SUPPLIES	1,708.18
	INVOICE:	V587936								
VENDOR TOTALS				.00	YTD INVOICED			3,081.65	YTD PAID	3,081.65
3251 Y-PERS INC.										
	168081	12/31/24	69836		104004	P	01/28/25	01430 220	SUPPLIES PW	103.80
	INVOICE:	0202359-IN								
	168082	12/31/24	69837		104004	P	01/28/25	01430 220	SUPPLIES PW	637.00
	INVOICE:	0202360-IN								
	168083	12/31/24	69838		104004	P	01/28/25	01430 220	SUPPLIES PW	266.01
	INVOICE:	020148-IN								
VENDOR TOTALS				.00	YTD INVOICED			1,006.81	YTD PAID	1,006.81
REPORT TOTALS										356,414.95

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	109	356,414.95

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



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Statement

Account Name: BILLING ACCOUNT 030522 Card Number: xxxx-xxxx-xxxx-0522
 Company Name: LOWER GWYNEDD TOWNSHIP Account Limit: \$ 20,000.00
 Employee ID: 772190000032397 Available Credit: \$ 13,709.92
 Statement Date (MM/DD/YYYY): 11/27/2024 Currency: U.S. DOLLAR
 Payment Due Date (MM/DD/YYYY): 12/24/2024

Statement Summary:

Report any items which do not agree with your records within 30 days of the statement date.

Previous Balance: \$ 1,203.75
 Payments: \$ -1,203.75
 Adjustments: \$ 0.00
 Net Purchases: \$ 6,290.08
 Cash Advance: \$ 0.00
 Fees: \$ 0.00
 Other Charges: \$ 0.00
 New Account Balance: \$ 6,290.08

*Wire 504
 pulled
 12/5/24*

Transaction Summary:

Trans Date	Posting Date Trans ID	Description	Pre-Tax Amount Auth #	Total Tax	Trans Amount
Card Number xxxx-xxxx-xxxx-0522 BILLING ACCOUNT 030522					
11/04	11/04 559147399	AUTOMATIC PYMT RECEIVED	\$ -1,203.75	\$ 0.00	\$ -1,203.75

TOTAL CREDITS xxxx-xxxx-xxxx-0522 \$ -1,203.75
 TOTAL DEBITS xxxx-xxxx-xxxx-0522 \$ 0.00

Card Number xxxx-xxxx-xxxx-2252 KENNY, PAUL D

10/28	10/30 558525049	FBI LEEDA INC 877-7727712 PA	01410.420 \$ 734.41 043856	\$ 60.59	\$ 795.00 ✓
10/29	10/30 558525046	GLOCK PROFESSIONAL INC SMYRNA GA	01410.420 \$ 283.02 027671	\$ 16.98 (e)	\$ 300.00 ✗
10/29	10/30 558525047	GLOCK PROFESSIONAL INC SMYRNA GA	01410.420 \$ 471.70 088821	\$ 28.30 (e)	\$ 500.00 ✗
10/29	10/30 558525048	GLOCK PROFESSIONAL INC SMYRNA GA	01410.420 \$ 471.70 007541	\$ 28.30 (e)	\$ 500.00 ✓
10/29	10/30 558524969	GLOCK PROFESSIONAL INC SMYRNA GA	01410.420 \$ 283.02 051189	\$ 16.98 (e)	\$ 300.00 ✗
10/30	10/31 558871574	FBI LEEDA INC 877-7727712 PA	01410.420 \$ 734.41 053594	\$ 60.59	\$ 795.00 ✓
10/31	11/01 559095662	CITIZENS DEFENSE TRAIN 610-5973717 PA	01410.420 \$ 801.89 036496	\$ 48.11 (e)	\$ 850.00 ✗
11/03	11/04 559187963	GIANT 6510 SPRING HOUSE PA <i>Biden detail</i>	01410.420 \$ 214.63 020915	\$ 5.40	\$ 220.03 ✓

11/03	11/04	WAWA 43 SPRINGHOUSE PA <i>Biden detail</i>	01410.420	\$ 99.95 009628	\$ 6.00	\$ 105.95 ✓
11/13	11/14	PATCH PLAQUES AND MORE ORMONDO BEACH FL <i>Giant Plaque</i>	01410.220	\$ 177.78 029158	\$ 10.67 (e)	\$ 188.45 ✓
11/22	11/25	FORMS FULFILLMENT CENT ELMSFORD NY <i>1099 NEC FORMS</i>	01401.200	\$ 46.96 051305	\$ 2.82	\$ 49.78 ✓

TOTAL CREDITS xxxx-xxxx-xxxx-2252 \$ 0.00
TOTAL DEBITS xxxx-xxxx-xxxx-2252 \$ 4,604.21

Card Number xxxx-xxxx-xxxx-6926 WORMAN, JAMIE P.

10/28	10/29	UNIFORM CONSTRUCTION U HARRISBURG PA <i>01235.100</i>		\$ 1,021.50 081056	\$ 0.00	\$ 1,021.50 ✓
10/28	10/29	GIANT 6510 SPRING HOUSE PA <i>Comp Plan open house</i>	01401.420	\$ 142.12 028844	\$ 0.76	\$ 142.88 ✓
11/13	11/14	AMBLER ALLEY PHOTO AMBLER PA <i>McCormick digital floor plans</i>	01414.310	\$ 125.00 042047	\$ 0.00	\$ 125.00 ✓
11/21	11/22	EIG CONSTANTCONTACT.C WALTHAM MA <i>08429.430 # 22.00</i>	01401.430 # 66.00	\$ 88.00 060199	\$ 0.00	\$ 88.00 ✓

TOTAL CREDITS xxxx-xxxx-xxxx-6926 \$ 0.00
TOTAL DEBITS xxxx-xxxx-xxxx-6926 \$ 1,377.38

Card Number xxxx-xxxx-xxxx-3833 ZOLLERS, FRED

10/28	10/29	GIANT 6510 SPRING HOUSE PA <i>water/soda</i>	01409.220	\$ 26.98 094780	\$ 1.08	\$ 28.06 ✓
11/06	11/06	ULINE SHIP SUPPLIES 800-295-5510 WI <i>Safety Bollard</i>	01430.370	\$ 280.43 076551	\$ 0.00	\$ 280.43 ✓

TOTAL CREDITS xxxx-xxxx-xxxx-3833 \$ 0.00
TOTAL DEBITS xxxx-xxxx-xxxx-3833 \$ 308.49

VENDOR	NAME	ADDRESS	CITY	ST	ZIP
463	84 LUMBER COMPANY	P.O. BOX 365	EIGHTY FOUR	PA	15330
2172	913th PUBLIC AFFAIRS OFFICE	1051 FAIRCHILD STREET	WILLOW GROVE ARS	PA	19090-5203
2616	911 SAFETY EQUIPMENT	329 E. MAIN STREET	NORRISTOWN	PA	19401
2900	901-911 N. BETHLEHEM PIKE, L.P.	10 E. 6TH AVENUE, SUITE 100	CONSHOHOCKEN	PA	19428
3388	4IMPRINT, INC.	25303 NETWORK PLACE	CHICAGO	IL	60673
3754	901-911 N. BETHLEHEM PIKE, LP	10 EAST 6TH AVENUE	CONSHOHOCKEN	PA	19428
3795	711 KYLE LANE	932 STURGIS LANE	LOWER GWYNEDD	PA	19002
3814	811 BRUSHTOWN RD, LLC	811 BRUSHTOWN ROAD	AMBLER	PA	19002
3902	727 NORRISTOWN ROAD, LP	3 VILLAGE ROAD	HORSHAM	PA	19044

**LOWER GWYNEDD TOWNSHIP
SUPERVISOR LIAISON REPORT OF
VOLUNTEER COMMISSION MEETING HIGHLIGHTS**

Board/Commission	PLANNING COMMISSION
Members/Terms	<p style="text-align: center;">CRAIG MELOGRANO, CHAIR - TERM EXPIRES: 12/31/2025 RICH VALIGA, VICE-CHAIR - TERM EXPIRES: 12/31/2027 MAUREEN NUNN – TERM EXPIRES: 12/31/2027 CRAIG ADAMS – TERM EXPIRES: 12/31/2028 RUSTY BEARDSLEY - TERM EXPIRES: 12/31/2025 MIKE MROZINSKI – TERM EXPIRES: 12/31/2028 DANIELLE PORRECA – TERM EXPIRES: 12/31/2026</p>
Meeting Schedule	3 rd Wednesday of every month
Supervisor Liaison(s)	Danielle Duckett, Mike Twersky
Staff Liaison	Jamie Worman
Minute Taker	Patty Furber
MEETING HIGHLIGHTS	
Meeting Date	Wednesday, January 15, 2025
Decisions/Recommendations	
<p><u>Reorganization of Planning Commission:</u> A motion was made by Mr. Valiga to keep the board as-is and seconded by Ms. Porreca:</p> <ul style="list-style-type: none"> • Chairman: Mr. Craig Melograno • Vice Chair: Mr. Rich Valiga • Secretary: Ms. Patty Furber • Vice Secretary: Ms. Jamie Worman <p style="text-align: center;">The motion passed with a 6-0 vote</p>	
<p><u>Lower Gwynedd Little League – Sponsorship Signage:</u> A motion was made by Mr. Valiga and seconded by Mr. Beardsley to recommend approval of the conditional use application to the BOS with the following recommendation:</p> <ol style="list-style-type: none"> 1. The applicant is to submit a rendering depicting the dimensions of the existing and proposed scoreboards to the board prior to their public hearing. <p style="text-align: center;">The motion passed with a 6-0 vote</p>	
Major Discussion Item	
Next Meeting	Wednesday, February 19, 2025

NOTE: This form lists significant highlights from a public board or commission meeting; it does not supplement or replace the official minutes of the meeting. Minutes are posted on the Township’s website on the “Meetings” page. This form is included in the Board of Supervisor’s meeting packet, which also is posted on the “Meetings” page.

**LOWER GWYNEDD TOWNSHIP
SUPERVISOR LIAISON REPORT OF
VOLUNTEER COMMISSION MEETING HIGHLIGHTS**

Board/Commission	Environmental Advisory Council
Members/Terms	5-7 residents, 3-year terms appointed by the BOS
Meeting Schedule	2 nd Wednesday of each month, 7:00 pm
Supervisor Liaison(s)	Tessie McNeely, Danielle Duckett
Staff Liaison	Sandi Feight-Hicks
Minute Taker	Jen O'Brien

MEETING HIGHLIGHTS

Meeting Date	January 8, 2025
Decisions/Recommendations	
<ul style="list-style-type: none"> • Maureen provided a detailed report on Deer Management, Suzanne will send bullet items to be included in the Newsletter. 	
Major Discussion Items	
<ul style="list-style-type: none"> • Members were disappointed that additional members have not been appointed. • Meeting Schedule plan for workshops was discussed, February meeting will be a workshop to plan a community round table discussion in April Single Use Plastics, discussed the dates or the battery recycling where we have conflicts. • Rea suggested the EAC develop a list of criteria that the Township should consider for the new public works building to fall inline with the RF100. 	

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Next Meeting	Wednesday, February 12, 2025
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