# LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS REGULAR PUBLIC MEETING

Tuesday, August 26, 2025, 7:00 p.m.

To join the meeting via Zoom:

https://us02web.zoom.us/j/87825099936?pwd=BBcMC6u43lfR0cikX8cs6rJZyh0179.1

Call #: 1-646-876-9923



#### CALL TO ORDER AND PLEDGE OF ALLEGIANCE

#### ANNOUNCEMENTS AND PRESENTATIONS

The Board of Supervisors met in executive session on August 12, 2025 and prior to tonight's meeting to discuss matters of potential litigation related to zoning, code enforcement, and pensions; matters of real estate related to parks; personnel matters, and Board training.

The final concert of the summer series is (re)scheduled at a new time for Wednesday, August 27<sup>th</sup> at Pen-Ambler Park, featuring Mike Greer & Co. The music starts at 6 pm, with food, drinks, and a face painter available at 5:30.

Fall Fest is on Saturday, September 13<sup>th</sup>, noon to 6 pm on Houston Road by Wissahickon High School.

Police Department demonstration of new virtual reality taser by Officer Chris Swenson

#### **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. Appoint David Dratch as an alternate to the Zoning Hearing Board
- 2. Discussion about Ambler Yards' proposed development and ordinance amendment
- 3. Consider authorizing initiation of the adoption process and advertisement of a legal notice for a zoning ordinance amendment to update accessory uses and other minor revisions
- 4. Review revised sketch plan for gas pumps and a convenience store at 1100 N. Bethlehem Pike and provide feedback to applicant

#### **GENERAL BUSINESS**

- 1. Consider approval of Township Forest Evaluation and Strategic Management Plan
- 2. Consider approval of parameters for tree giveaway program
- 3. Appoint Obermayer Rebmann Maxwell & Hippel LLP as Bond Counsel
- 4. Consider authorization to advertise bid for budgeted Bethlehem Pike / Penllyn Pike traffic signal mast arm replacements
- 5. Resolution 2025-14 Restating 401a Retirement Plan
- 6. Resolution 2025-15 Restating 457b Retirement Plan
- 7. Financial report July 2025
- 8. Approval of invoice report August 26, 2025
- 9. Traffic Engineer Report August 2025
- 10. Approval of minutes July 22, 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	09/04/2025	7:00 P.M.
BOARD OF SUPERVISORS	TUES	09/09/2025	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	09/10/2025	7:00 P.M.
ZONING HEARING BOARD	THURS	09/11/2025	6:00 P.M.
PARKS AND RECREATION	TUES	09/16/2025	6:00 P.M.
PLANNING COMMISSION	WED	09/17/2025	7:00 P.M.

<sup>\*</sup>Please check the Township website to confirm meeting dates and times.



# MEMORANDUM

ATTN: Board of Supervisors

**DATE:** August 22, 2025

FROM: Jamie P. Worman, Assistant Township Manager Jamis Worman

SUBJ: Proposed Improvements at Ambler Yards

Matt Sigel and Marc Policarpo of Station-Partners and their attorney Christen Pionzio will be presenting a proposal for improvements at the Ambler Yards Campus located at 300 Brookside Avenue at the August 26<sup>th</sup> BOS meeting. The proposed improvements include a self-storage facility to be located within the existing site and a 43-unit apartment building to be located on the corner lot adjacent to the main campus. The area where the apartment building is proposed currently includes four residential buildings that are used as office space. The proposed improvements will require text amendments to the existing zoning ordinance for the F-Industrial District as well as a zoning map amendment to shift the industrial zoning district line to encompass the entire Ambler Yards property. A series of community meetings have been held with the residents surrounding the Ambler Yards site in an effort to promote an open dialogue about the proposed changes and address concerns that were raised by community members. The proposed plan is a result of input gathered from these meetings. The proposed ordinance amendment and a rendering of the improvements is attached to this memo.

## LOWER GYWNEDD TOWNSHIP MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE N	NO.

AN ORDINANCE OF THE TOWNSHIP OF LOWER GWYNEDD, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING THE LOWER GWYNEDD TOWNSHIP ZONING CODE TO ADD A NEW DEFINITION FOR "SELF-STORAGE FACILITY;" TO PERMIT APARTMENT HOUSES BY RIGHT IN THE "F" INDUSTRIAL DISTRICT; TO PERMIT SELF-STORAGE FACILITIES WITHIN A MULTI-USE CAMPUS IN THE "F" INDUSTRIAL DISTRICT; TO ESTABLISH AND/OR REVISE LOT AREA, LOT WIDTH, YARD SETBACKS, LOT COVERAGE, OFF-STREET PARKING, LOADING AND DRIVEWAY REQUIREMENTS FOR APARTMENT HOUSE USES IN THE "F" INDUSTRIAL DISTRICT; TO REPEAL ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; TO PROVIDE A SEVERABILITY CLAUSE; AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Supervisors") has met the procedural requirements of the Pennsylvania Municipalities Planning Code, 53 P.S. §10101, et. seq., for the adoption of this Ordinance, including holding a public hearing;

WHEREAS, the Second Class Township Code authorizes the Supervisors to make and adopt ordinances that are consistent with the Constitution and the laws of the Commonwealth that it deems necessary for the proper management, care and control of the Township, and the maintenance of peace, good government, health and welfare of the Township and its citizens;

**WHEREAS**, the Supervisors have determined that it is in the best interests of the Township that the text of the Lower Gwynedd Zoning Code (the "**Zoning Code**") be amended as provided herein.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors of Lower Gwynedd Township, and it is hereby ordained and enacted by the authority of the same, to wit:

**SECTION 1**. **AMENDMENT**. Title Six of the Code, entitled "Zoning," is hereby amended as follows:

(1) The following definition of "self-storage facility" is hereby added as Section 1250.04(58.1):

"Self-Storage Facility" means a building consisting of individual, compartmentalized, self-contained units that are leased or owned for the storage of business and household goods or contractor's supplies.

(2) Section 1287.02 is hereby replaced in its entirety with the following:

1287.02. Permitted uses.

In an "F" Industrial District, a building or combination of buildings may be erected or used, and a lot may be used or occupied, for any of the following purposes and no other:

- (a) Manufacturing.
- *(b) Storage or warehousing.*
- (c) Industrial uses.
- (d) Municipal uses.
- (e) Administrative offices and research facilities.
- (f) Any use similar to those set forth in Subsections (a) to (e) hereof; when authorized as a special exception by the Zoning Hearing Board.
- (g) Any other legitimate use not otherwise permitted expressly or by implication elsewhere in this Zoning Code when authorized as a conditional use by the Board of Supervisors and after the imposition of conditions designed to eliminate (to the extent reasonably possible) adverse effects upon neighboring properties and the general public health, safety and welfare.
- (h) Any accessory use or accessory building or structure that is subordinate to the uses set forth in Subsections (a) to (g) hereof.
- (i) Mixed-Use Campus
  - (1) On a property already partially improved with existing buildings, a development consisting of the following uses, for single and multiple occupancy of property and buildings, shall be permitted when authorized by conditional use.
    - A. Office (administrative, professional and/or medical).
    - B. Warehouse, research facility (laboratory), industrial/manufacturing.

- C. Self-storage facility.
- D. Apartment houses.
- E. Exterior storage of buses, recreational vehicles, campers, boats, trailers, and similar vehicles and conveyances, and excluding any sales, rentals, repairs, bodywork or painting thereof and also excluding tractor trailers. Areas used for such exterior storage shall not exceed 10% of the total tract area.
- F. The following commercial, retail, and personal service uses when accessory to permitted uses and/or supporting the immediately surrounding community: restaurant, food service, bakery, indoor recreation establishment, fitness center, craft breweries/distilleries and/or wineries with retail, wholesale and/or on-site consumption of beer, wine and alcohol sales and food service. Outdoor dining, service, and consumption are permitted, however, these areas shall be counted when considering parking requirements.
- G. Special events which shall include, but not be limited to, a farmer's market, food trucks, craft fair, car show, movie night, and beer garden or festival and shall be permitted only Thursdays through Sundays. All special events shall conform to the yard requirements of Section 1287.04, shall be located solely in an area designated on the approved Master Plan, shall not be located or conducted on more than 30% of the tract, shall be provided adequate parking and shall be subject to written permission of the Township Manager.
- H. Any accessory use or accessory building or structure that is subordinate to the uses set forth in Subsections (A) to (G) hereof.
- (2) Master Plan. For all mixed-use campuses, a master plan shall be submitted as part of the required conditional use application, which adequately depicts where each of the above category of uses and parking shall occur on the property. Material changes to the Master Plan involving more than 15% of the total building area or tract area shall

require an amended conditional use approval from the Board of Supervisors. Review and approval of the conditional use shall include the approval of the dimensional criteria and parking as shown on the Master Plan.

- (3) Section 1287.03 is hereby amended to add the following Subsection (c):
  - (c) Lot area and width for apartment houses. Notwithstanding any other provision hereof, the minimum lot area and minimum lot width for an apartment house in an "F" Industrial District shall be as follows:
    - (1) Minimum Lot Area. For an apartment house, a lot area of not less than 1 acre shall be provided.
    - (2) Minimum Lot Width: For an apartment house, a lot width of not less than 200 feet shall be provided.
- (4) Section 1287.04 is hereby amended to add the following Subsection (f):
  - (f) Yard requirements for apartment houses. Notwithstanding any other provision hereof, the yard requirements for an apartment house in an "F" Industrial District shall be as follows:
    - (1) Front Yard. For an apartment house, there shall be a front yard on each lot which shall not be less than 30 feet.
    - (2) Side Yards. For an apartment house, there shall be a side yard on each lot which shall not be less than 5 feet.
    - (3) Rear Yards. For an apartment house, there shall be a rear yard on each lot which shall not be less than 30 feet.
- (5) Section 1287.05 is hereby amended to add the following Subsection (c):
  - (c) Lot coverage requirements for apartment houses. Notwithstanding any other provision hereof, the lot coverage requirements for an apartment house in an "F" Industrial District shall be as follows:
    - (1) Building coverage: The total building coverage shall not exceed 35%.
    - (2) Impervious coverage: The total impervious coverage shall not exceed 75%.

- (6) Subsection 1287.07(b) is hereby replaced in its entirety with the following:
  - (b) Setbacks.
    - (1) For an apartment house in an "F" Industrial District, no setback shall be required for parking, loading areas or driveways where such parking, loading areas or driveways are adjacent to another lot located within the "F" Industrial District.
    - (2) For all other uses, no parking, loading or driveway area shall be located closer than 25 feet to any side or rear property line, nor closer than 50 feet to any front property line, except as required for normal ingress and egress.
    - (3) In the case of any side or rear line being adjacent to a single-family residential district, no parking loading or driveway area shall be located closer than 50 feet to such property line, except as required for normal ingress and egress.
    - (4) No railroad loading area shall be closer than 18 feet to any property line.
- (7) Subsection 1287.08(e) is hereby replaced in its entirety with the following:
  - (e) Outdoor Land Use. The outdoor storage of materials and trash shall be designed and maintained to be completely screened from view by a landscape buffer, and such uses shall conform to all building setbacks.
- (8) Subsection 1287.08 is hereby amended to add the following Subsection (i):
  - (i) Notwithstanding any provision of Section 1294.01, or any other provision of this Chapter, the driveway for an apartment house use may take access directly from another lot within the "F" Industrial District, provided that such lot is developed with a Multi-Use Campus, and provided that appropriate easements are obtained to ensure access to and from a street or way.
- (9) Subsection 1294.01(b) is hereby amended to add the following Subsection (17):
  - (17) Self-storage facility. One (1) parking space for each 10,000 square feet of gross floor area.

SECTION 2.	REZONING.	The following parce	ls are hereby	rezoned to	be entirely	located
within the Tow	nship's F-Indus	trial Zoning District:				

- (1) 39-00-03934-00-5
- (2) 39-00-03931-00-8
- (3) 39-00-03928-00-2
- (4) 39-00-03925-00-5
- (5) 39-00-03922-00-8
- (6) 39-00-01429-00-8
- (7) 39-00-01426-00-2
- (8) 39-00-01423-00-5

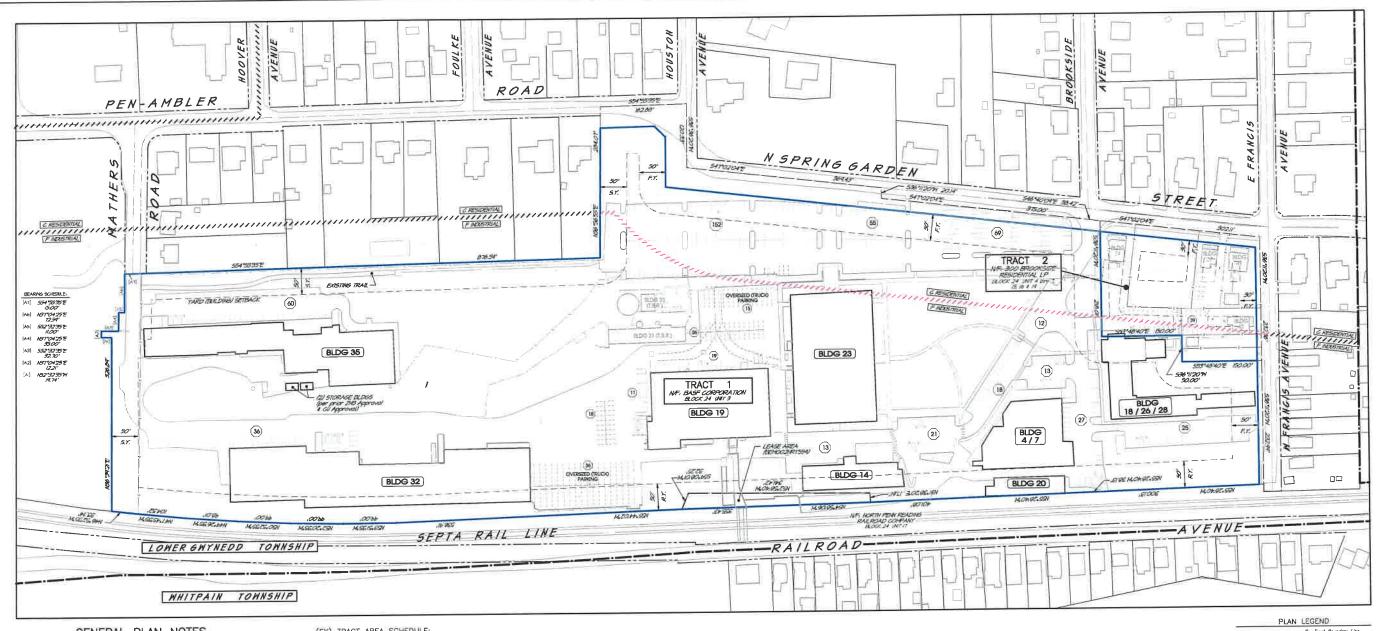
Township's Zoning Map is hereby amended to reflect the rezoning of the aforesaid parcels. The Township Engineer is hereby directed to revise the Zoning Map to reflect this amendment.

**SECTION 3. REPEALER.** All Ordinances or parts of Ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

**SECTION 4. SEVERABILITY**. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining provisions of this Ordinance.

**SECTION 5**. **EFFECTIVE DATE**. This Ordinance shall become effective five (5) days after its adoption.

this day of	NED by the Lower Gwynedd Township Board of Supervisors, 2025.
ATTEST:	LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS
	By:
Mimi Gleason	Danielle A. Duckett
<b>Township Manager</b>	Chairperson



### GENERAL PLAN NOTES

EXISTING FEATURES AND SURVEY NOTES:

- 3. This plan was prepared ubizing the following references: a Tox maps and deeds of record as obtained from the Recorder of Deeds online resources.
- b Existing Sails classifications and mapping has been platted from maps pateined from the USDA Web Sail Survey weakle (http://websailsurvey.sa.egov.ustda.gov/) unless otherwise nated.
- c. Vertical calum references provided by the PA Spacial Data Access system (PASDA). PAMAP data is pased on PA State Pione (South) NASES horizontal, IMADBB vertical datum.
- d. Aerial imagery used for aese plan reference previded by Nearl/ap, Inc. Imagery from flight dated February 17, 2020, Ostaber 24, 2024.
- c. Matter Rigo (Record Bress 1 & 2 of 2) more for 100 Breaker Commercial, LLC., prepared by R. L. Thowolter & Associates, ric., dated June 15, 2016, lost review Ortober 19, 2017, and treated in the Office for Recorder of Lease in Notistian, PA as MUI at, Page 14 16. Fig. 4 Subjection for the Conveyage of Deer Space from the Copyle Constitution to American Conveyage of Constitutions and the Copyle Copyle Constitution of Constitution Const
- 9. Resord Plan | Prominery Fine) index for Namen O'Rourke, pleased by Pahulah Land Surveying, coled May 2, 2002. Bit review August 21, 2002 and being recorded in the Office for Recorder of Decest 3 Apparatus 1, 2004 Bit 1, 2004 Bit
- h Subdivision and tot lifty Griffith, prepared by Charles E. Shoemaker Inc., cated June 25, 1999, lost the Col. + 21, 1999 and being recarded in the Office for Recorder of Deeds in Narristeen, 18, 29, 44, 7, 200 110.
- Certain Plan of Lots told out by Thomas F Gillin, CE for Alan Vathlas and George W. Frankenfield and being recorded in the Office for Recorder of Deeds in normstown, PA as DJ 633, Page SCO.
- There has been no field investigation performed to verify any existence of any westands, waters of the U.S. or Commonwealth or Allavial Soils at the time of the site survey.
- 5 This site in pages within flood fig. Fame 't' Large pergraphs to be outside the 0.7% ormuol choice floodsum' or Missington Community Point Number 4,003 -C-C286 S, effective date Warch 2, 2016 on present by the factor Compressor Number 4,003 -C-C286 S, effective date Warch 2, 2016 on present days.
- M secons diging on this site shall comply with the real results of Section 5 of PA Act 287 or premitted by PA Act 181 State for requires a time (3) but was day notice prior to any diging time and rounded state belongs or reservation). 2nd 3-11-16 act to warpermentaling. Easing subrustice utility interregion - subrated on heat plans were based upon supplied foreign collected to any of life severy interations. The foreigning security is a property of a subrustic plant of the severy interations. The foreigning security is a substance of subrustic services and several security of the security of the several security of the security
- B Legal / Bland-way width are per cerc into mobile. Usingto rights-of-way width yang brinds from munical encoded, he are before the present the Line and the Uth-ale Apillad-d-bay by and other the Apillad-d-bay by and other the Apillad-d-bay by and other the Apillad-bay by and
- Subject property is licated in C Residential District and F industrial District as noted on the official Zoning Map for this municipality.

#### (EX) TRACT AREA SCHEDULE:

_		-		24.1494	
+	8,224 54	Sa	FI.	0.1888	Ac.
-					
-					
	+	- 12,742.43 - 23,738.05 + 8,224.54	- 12,742.43 Sq. - 23,738.05 Sq. + 8,224 54 Sq.	1,080,204 96 Sq. Ft. - 12,742,43 Sq. Ft. - 23,738,05 Sq. Ft. + 8,224 54 Sq. Ft. = 1,051,949,02 Sq. Ft.	- 12,742.43 Sq. Fl. 0.2925 - 23,738.05 Sq. Fl. 0.5450 + 8,224.54 Sq. Fl. 0.1888

1.3706 Acres

#### (EX) SITE IMPERVIOUS:

Concrete (walks/pods): Asphalt Poving:	65,755 Sq. Ft.
SITE TOTAL:	672,975 Sq. Fl. / 64.0 %
TRACT 2: Buildings: Concrete (walks/pods): Asphalt Poving:	5,210 Sq. Ft. / 10.4 X 1,950 Sq. Ft. 18:515 Sq. Ft.

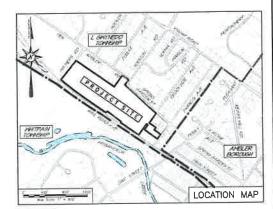
#### (EX) PARKING SCHEDULE:

TRACT 2: PROVIDED Specess:	J9 Spaces
PROVIDED Spaces	574 Spaces 51 Truck Spaces

Ex. Troct Boundary Line \_\_\_\_ Er. Legal Right-of-Way \_\_\_\_\_ Ex. Pight-of-Way Centerline

//////////// Ex. Zoning Boundary

////////// Ex. Zoning Boundary (To be removed)





REVISIONS

RELECT SERVE NUMBER FOR DESCRIPTION

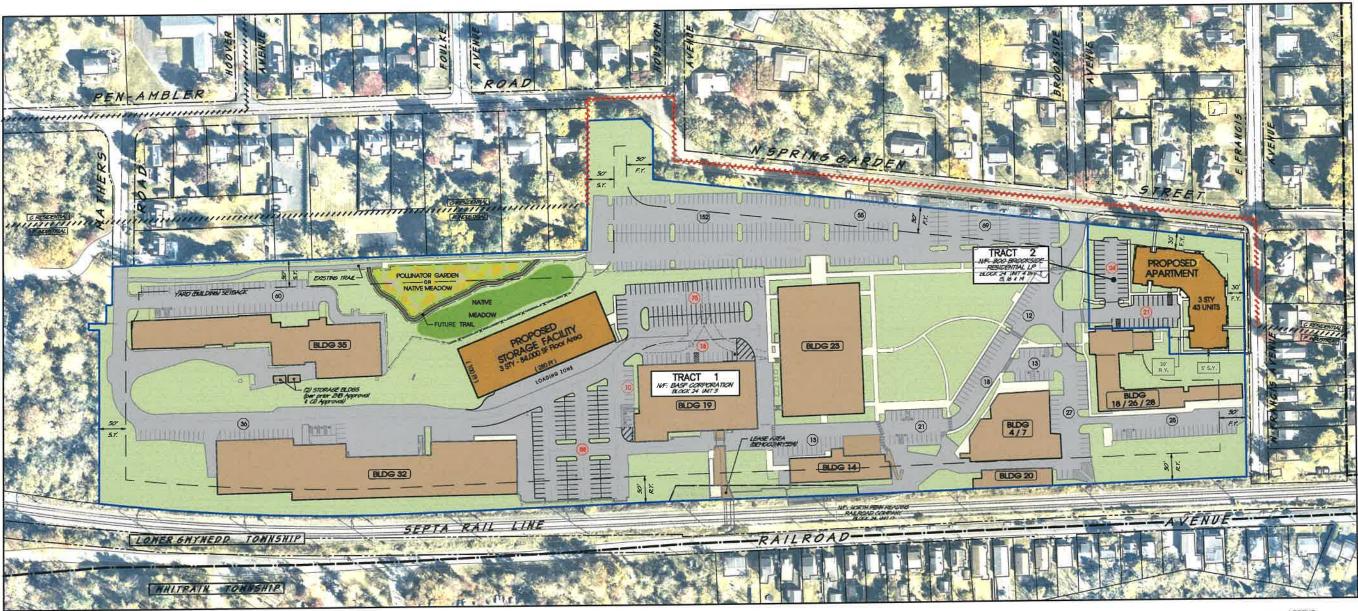
Pennsylvania 811 N/F: BASE CORPORATION: Gross Area 24 7981 Ac

TRACT 2: N/F: 300 BROOKSIDE RESIDENTIAL LP: 

40' 0' 80 Scale in Feet (1" = 80') 100 TOP TOP TOP S

WOODROW & ASSOCIATES, INC.
MUNICIPAL / CIVIL CONSULTING ENGINEERS OVERALL CAMPUS
EXISTING CONDITIONS PLAN
AMBLER YARDS SITE
MARIDD TOWNSHIP - MONTEDAGIN COLINY - FDINS

MSTR\_ExFeo-2025 18-0903 D JUNE 11, 2025



#### GENERAL PLAN NOTES

EXISTING FEATURES AND SURVEY NOTES:

A melas and bounds survey was performed by Woodner & Associates, Inc. The survey was performed by Woodner & Associates, Inc. The survey was performed by Woodner & Associates, Inc. The survey was performed by the performed by th

2. A topographic and existing fautures survey was performed for this size by woodrow & Associates, inc. Size exection defaut in referenced per note 4 below. Size therefore in this project is a sanitary markow at the intersection of 8 Memory Social Street on W Remork Avenue training a new elevation of 224.45. This survey was prepared staining the month of Jenuary 2021.

This plan was prepared utilizing the following references: a. The maps and deeds of record as obtained from the Recorder of Deeds online resources

- bi Existing Soils dessifications and mapping has been plotted from maps obtained from the USDA Web Suil Survey website (http://webscilsurveyisciegokusda.gov/) unless otherwise noted.
- c. Vertical datum references provided by the PA Spacial Data Access system (PASDA). PAMAP data is based on PA State Plane (South) NAOBB horizontal, NAVDBB vertical datum.
- d. Aerial imagery ched for base plan reference provided by NearVool Inc. Imagery from flight dated February 17, 2020, October 24, 2024.
- e. Moster Pion (Record Sheets 1 & 2 of 2) mode for 300 Prockside Commercial, LLC., Proceed by R. U. Shawalter V. Associales, Inc., detail June 15, 2016, lest revised Delober 19, 2017, and recorded in the Office for Recorder of Desta in Norroteen, PA on PM 48, Page 14 18.
- Risk of Subdivision for the Conveyance of Open Supplements Copies Consequents in Ambler Both Copies Copies (Copies Copies Copies
- Record Plan (Preliminary/Fine) made for Norman O'Rourke, prepared by Pichutski Lond Surreying, dated May 2, 2002, lost revised August 21, 2022 and being recorded in the Office for Recorder of Decisi in Normatians, PA os PBY 4-51, Page 81.
- Subdivision Plan made for Horry Colflib, present by Charles E. Stoemoker, Inc., dated June 25, 1993, last revised Cataber 25, 1979 and being recorded in the Office for Recorder of Deecs in Normatown, PA os PBY A-59, Page 110.
- Certain Plan of Lats Icid out by Thomas F, Gillin, CE for Non-Mathias and Searge W, Frankenfield and being recorded in the Office for Necorder of Deeds in normatown, PA as DB 633, Page 500. There has been no field investigation performed to verify any existence of any wedlands, waters of the U.C. or Commonwealth or Allayist Solis at the time of the site survey.
- This site is located within Fload Pion Zaw 'X' (creat determined to be outside the OCX consultance floodpain) as illustrated on Community Parel Number 42991-C-0285 G, effective date March 2, 2016 on prepared by the Feeting Emergency Management Apects.
- All persons digging on this site shall comply with the regularization of Section 5 of PA Act 287 as premated by PA Act 181. State law requires a three (3) flustrates day calling plant to dry digging dates not include shall holders our exceeds. Did 6 = 14 or go to exempt controlled the holders of the control shall be shall be set to the state of the shall be sha
- Engling subsurface utility information illustrated on Deas place were based upon should field footbace contained as post of wife sources upwrelates. The information issuaded is loss, the problem of assumption of the problem of the
- Legs highta-of-way width are per deed information. Ultimate righta-of-way width were derived from manifolds antimated. The careb between the project Take Line and the Ultimate (inglished-way large effected in perpetially for decidation to the objects having justicities were said optimated by all one effected in perpetially for decidation to the objects having justicities were said optimately as of some officers.
- Subject property is located in C Residential District and F industrial District as noted on the official Zaming Map for this municipality.

#### ZONING and SITE DATA SCHEDULE

	F INDUSTRIAL DISTRICT  (As omended by Ord, No odopted _//2025)							
ltem	Section	Requirement	TRACT 1 - PROVIDED	TRACT 2 - PROVIDED				
Permitted Use	1297,02	(r) Aportment Houses [1] (r) Mand-Use Compus [2]	(i) Mired-Use Campus	(t) Agortment Houses				
(Min) Lot Area	1287.03(e) [1287.03(c)	3 Acries	24 1494 Acres	1 3706 Acres				
(Min) Let Width	1287,03(5)	200 Ft. [3]	948 Ft. (N Spring Garden St) 234 Ft. (W Francis Ave)					
	1287.03(=)(2)	200 FL [3]		29J Fl. (N Spring Carden SI) 216 Fl. (W Frencis Ave)				
(Min) Front Yord	1297.04(a)	50 FG	155 Ft. (N Spring Garden 51) 5 Ft. (W Francis Ave)					
	(1287.04(1)(1)	30 FL		30 Ft. (N Spring Gorden St) 30 Ft. (W Francis Ave)				
(Min) Side Yard	1287.04(b) [1287.04(i)(2)]	50 Ft.	47 Ft. (Mathers Rd)	8,8 FL				
(Min) Rear Yord	1287.04(c) 1287.04(f)(3)	50 FL	-0.75 Ft. (Bldg 20)	37.3 Fb				
(Max) Bldg Coverage	1287 05(a) 11287 05(a)(1)	50 X	22.0 % [5]	29.9 % [5]				
(Vev) Let Impervious	1287 05(b)	75 X	5J8 % [5]	60.5 % [5]				
(Mox) Bidg Height	1287.06	45 FL	≤45 Fl.	43± Ft,				
Parking Setback	1287.07(5)	25 Ft to 5 Y /R Y [4] 50 Ft to F Y	VARIES - SEE PLAN	VARIES - SEE PLAN				

#### [1] New proposed Use

- [2] BY CONDITIONAL USE, (section changed from (h) to (i): includes the following Compus User:

  A Office (Administration, professional and/or medical)
- B. Warehouses, research facility (laboratory), industrial/manufacturing
- Co. Sett-storage facilities
- O. Exterior storage, limited to vehicles other than cultomobiles or light tricks, and excluding any vehicle sales, rentals, repairs, Sodywark or painting. Areas used for exterior storage that not exceed 10% of the total tract area.

[4] to the case of any side or rear line being objected to a single-density realizeful district, no parking, loading or driveway ones shall be located closer than 50 FU to such property line, except as required far normal largeres and agency.

[5] Impensibles Note Includes Stating & Proposed orders, Coverage proceedings based on Tract area on Public RW error.

[6] PROPOSED CODE AMCNOMENT

### TRACT AREA SCHEDULE

TRACT 1:						
Cross Area:		1.090,204,96	Sq.	Ft.	24,7981	Acres
Leggi RW Area	_	12,742,43	Sq.	Ft.	0.2925	
Ultimate RW Area:	_	23,738.05	Sq.	Ft	0,5450	
Lease Area:	+	8,224,54	54	Ft.	0.1885	Acces
NET Area:	=	1,051,949.02	Sq.	Ft.	24,1494	Acres

Cross Area: 67,555,43 Sq. F Legal RW Area: 0.00 Sq. F Ultimate RW Area: 7,850,36 Sq. F	t. 0.0000 Acres
Legal RW Area: - 0.00 Sq. F	t. 0.0000 Acres
	t. 1.5509 Acres
RACT 2:	

	PROPOSED	SITE	IMPERVIOUS: [+]
TRACT 1:			

Buildings: Concrete (walks/pads): Asphalt Paving:	230,660 Sq. Ft. 48,539 Sq. Ft. 391,315 Sq. Ft.	/ 22.0 %
SITE TOTAL	670,414 Sq. FL	/ 63.8 %
Buildings:	17,849 Sq. Ft. 3,050 Sq. Ft.	/ 29.9 %

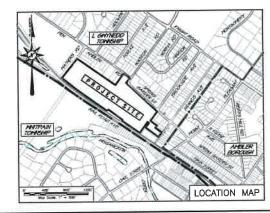
PARKING	SCHEDULE:	
	REDURED: *	PROVIDE

RACT 1:			REDUIRED: *	PROVIDED:		
Parking	Space	Count:	566 Spaces	692	5росея	
Parking		Count:	77 Spaces	45	Spaces	
	-	T	£43 C	277	C	

\* Required parking per 20 1254/01 utilizing 10% reduction per 1234/02

PLAN	LEGEND						
	Dr.	Troct	Boundary Lit				
 	Er.	Legal	Right-of-Mc				
	c.	0.4	- C 16-1 C-1				

/////////// Ex. Zoning Boundary ////////// Pr. Zoning Boundary



REVISIONS



ROJECT SERVIL NUMBER FOR DESIGN

# Pennsylvania 81 TRACT 1 N/F: BASE CORPORATION:

24 U3 TP 39-00-03954-00 Gross Area 24,7981 Ac. N/T: 300 BROCKSIDE RESIGNIAL LP

١	B24 U4 TP: 39-09-03931-00 B24 U5 TP: 39-09-03928-00 R24 U5 TP: 39-03-03925-00
- 1	824 U7 TP: 39=30=039Z2=00
- 1	974 U15 TP: 33-00-01426-00
- 1	624 U19 TP: 39-03-01429-00
- 1	Gross Area 1.5509 Ac.

WOODNOW & ASSOCIATES INC.

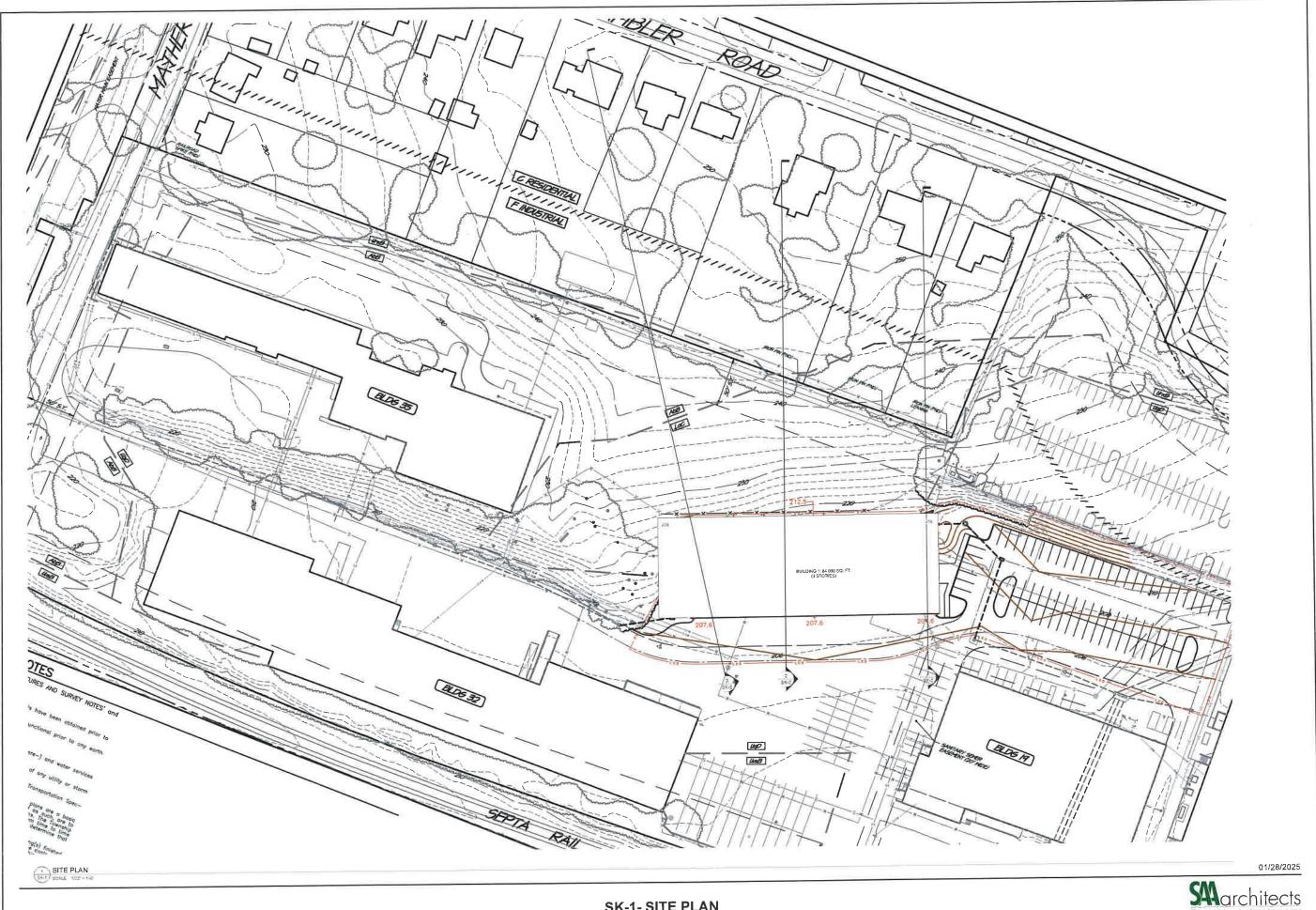
ASSOCIATES, INC. CONSULTING ENGINEERS OVERALL CAMPUS
ZONING — DEVELOPMENT PLAN
A M B L ER Y A R D S SITE
A M B L ER Y A R D S SITE

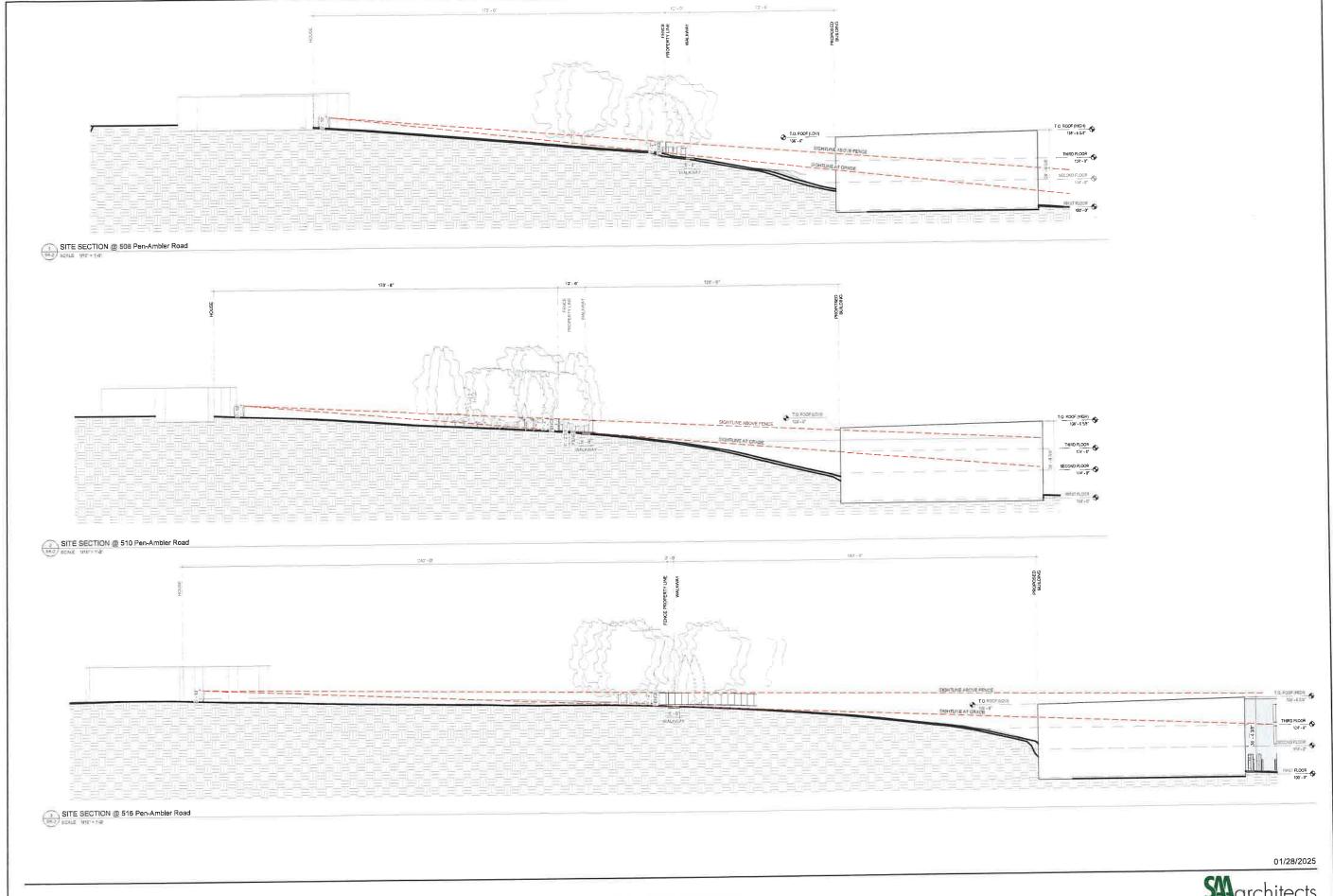
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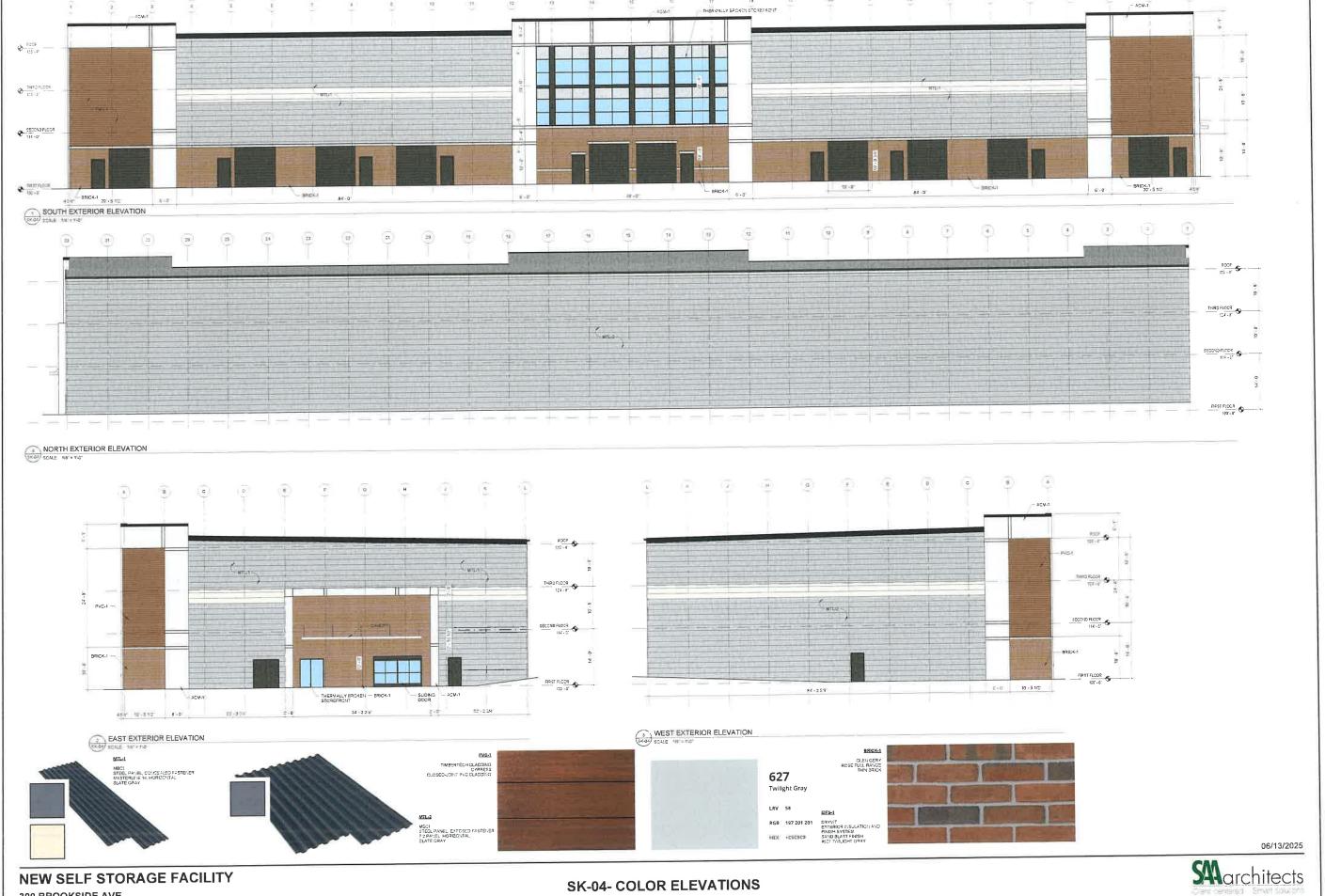
18-0903 D JUNE 11, 2025

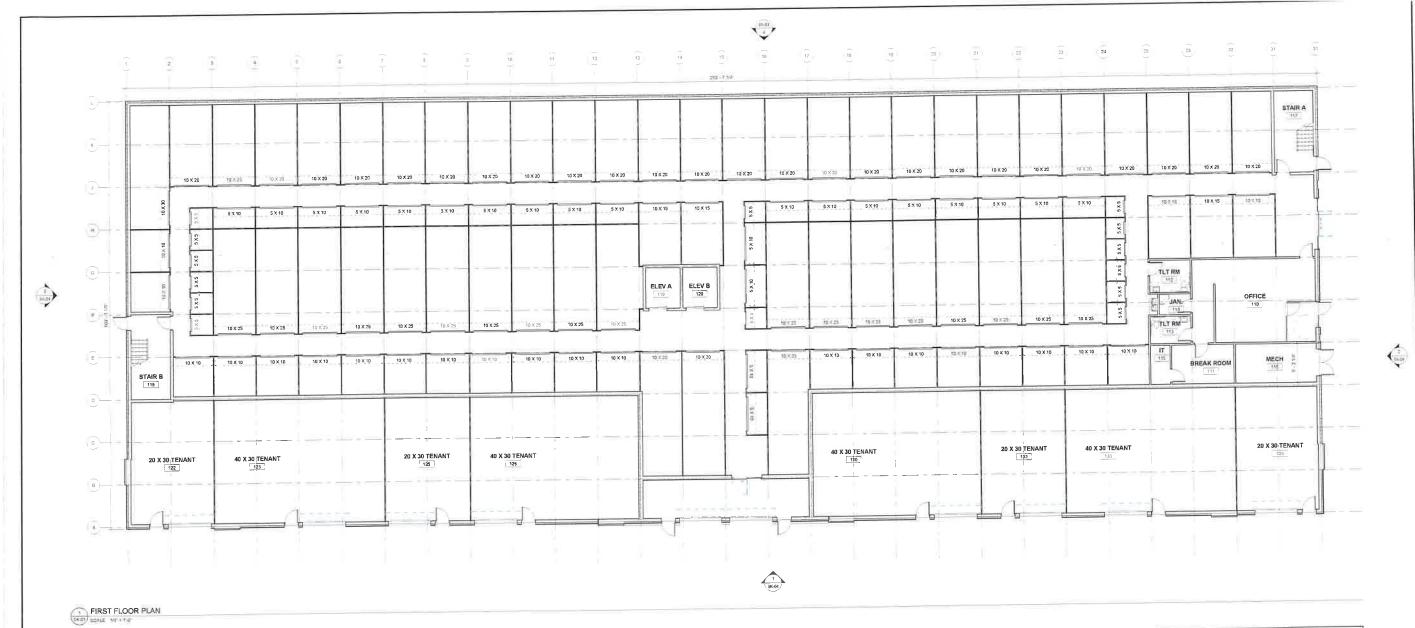
							Unusable	Tunnels/	Retail	Office	Restaurant	Lab	Wareh	ouse	Total
	Square			0.00	Tab	Warehouse	Basement	Penthouse					Self St	orage	
Building	Feet*	Retail	Restaurant	Office	<b>Lab</b> 0	warehouse	6,597	0	0	73	0		0	0	73
4	24,828	0	0	18,231	-	9,092	0,557	2,720	0	28			0	9	37
14	18,889	0	0	7,077	0	9,092	10,476	0	0	106			0	0	106
18	36,860	0	0	26,384	0	15,858	10,470	0	34	0	0		0	16	50
19	22,604	6,746	0	U	0	13,636	0	0	12	0	30		0	0	42
20	3,245	2,495	750	0	0	0	0	5,028	0	100	0		8	0	108
23	37,903	0	0	24,875	8,000	0	0	0	0	0	0		0	0	0
31 - Demo	0	0	0	0	0	54.455	0	500	0	0	0		0	54	54
32	54,955	0	0	0	0	54,455	=	0	0	0	0		0	0	0
33 - Demo	o	0	0	0	0	0	0	_	0	50	0		12	13	75
35	37,680	0	0	12,464	12,464	12,753	0	0	0	0	Ö		0	84	84
48	84,000	0	0	0	0	84,000	0	0	U	U	O .		Ü		
								0.240	46	356	30		20	176	629
Total	320,964	9,242	750	89,031	20,464	176,157	17,073	8,248	40	330	50		_0		
									Tract 1	Tract 2					
Parking Cod	le 1294.01*					Units	5	paces per k sf	Hacti	86					
Apartment (a	a) - two space	es per multifam	ily dwelling			43			46	00					
Potail (h 6 B)	- one snace	ner 200 sf of s	sales area					5	356						
Office (b.10)	- one space	for 250 sf of sp	ace - excludes ha	allways, lavs, sha	fts, elevators	, stairs & utility ı	rooms	4							
Pestaurant (1	11) - two si	naces per 50 sf	f of floor space de	voted to patron (	use			40	30						
Laboratory (h	n.12) - one si	pace per emplo	yee, but not less	than one per 1,0	00 sf of floor	area		1	20						
Warehouse/S	Self Storage (	b.13) - one spa	ace per 1,000 sf o	of floor area				1	176						
<b>VV</b> ar Criouse, c	, on oto, ago (								620	0.0					
								Total	629	86	1				
Parking Cod	le 1294.02								4004	100/					
Total parking	can be redu	ced by 10% if !	5 or more establis	shments are com	bined				10%	10%					
rotal parking	Can be read	<b></b>					Total par	king required	566	77					
*As defined p	ner Code 129	4							440	4.5	_				
As defined p	JCI COGC 123	•					Par	king Provided	692	45	)				
									2-						
Excess/Short Parking									126	-32	<u>'</u>				
Parking Provided to 300 Brookside Residential									32						
							Net E	xcess Parking	94						





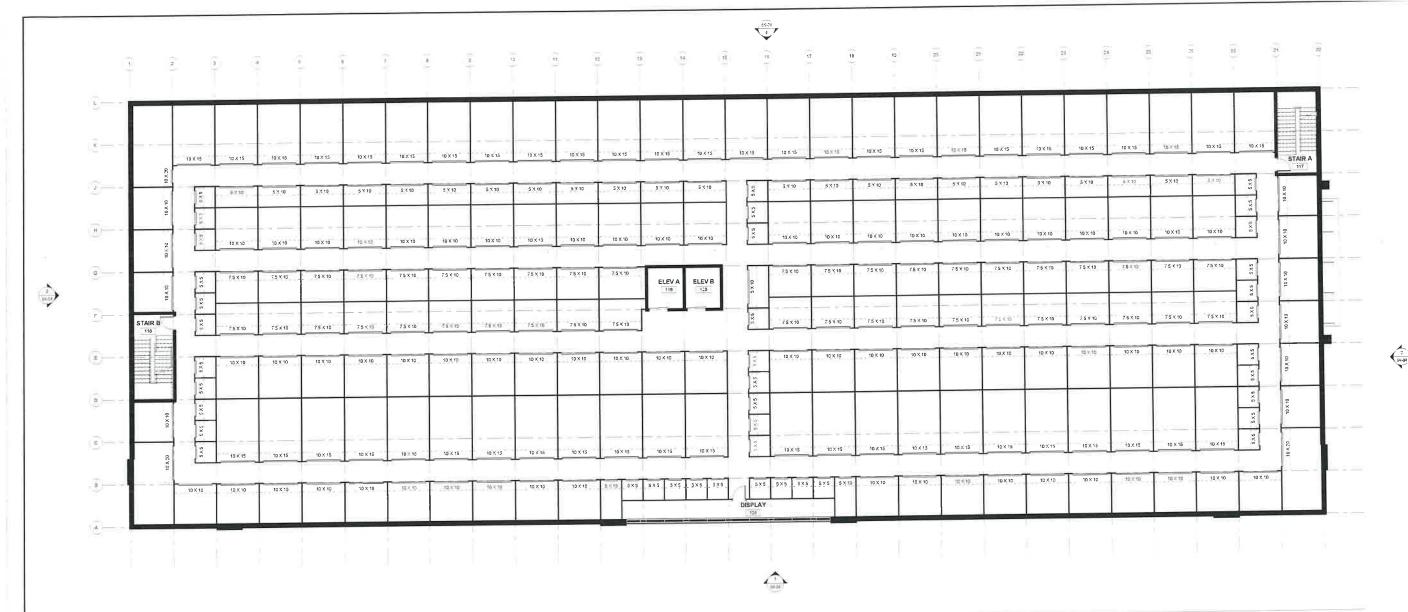






PROJECT No.			of Garage	DATE		
Standard Units			- 1	Antine PA		13-346-25
FLOOR	ŧ:	E	3	UNIT COUNTRIES	SF/UNIT	BF TOTAL
DNIT TICE				= 0	2.0	1000
5 4 3	34		43	100	25	2,42
5 x 10	22	24	941	300	549	5,70
10×75	0	42	44	64	75	6.30
10 x 10	21	70	39	156	100	11/10
10 e 15	3	69	- 10	100	150	17.00
10 x 20	26	21		22	200	6.40
10 # 25	10	of	0	16	500	4.50
10 + 10	4	0		4	300	120
ORIVE-UP						
20 a 20	4	-		- 14	600	2,40
40 x 30	- 4	- 1		- 4	1,250	4,90
SUBTOTAL UNIT	116	230	259	600		64.32
TOTAL RENTABI	E SQUAF	E FEET				64,32
GPC POS BLOLDING S	CHARLE FEE	1				8400
PERCENTAGE O						76,69
AVERAGE UNIT						105

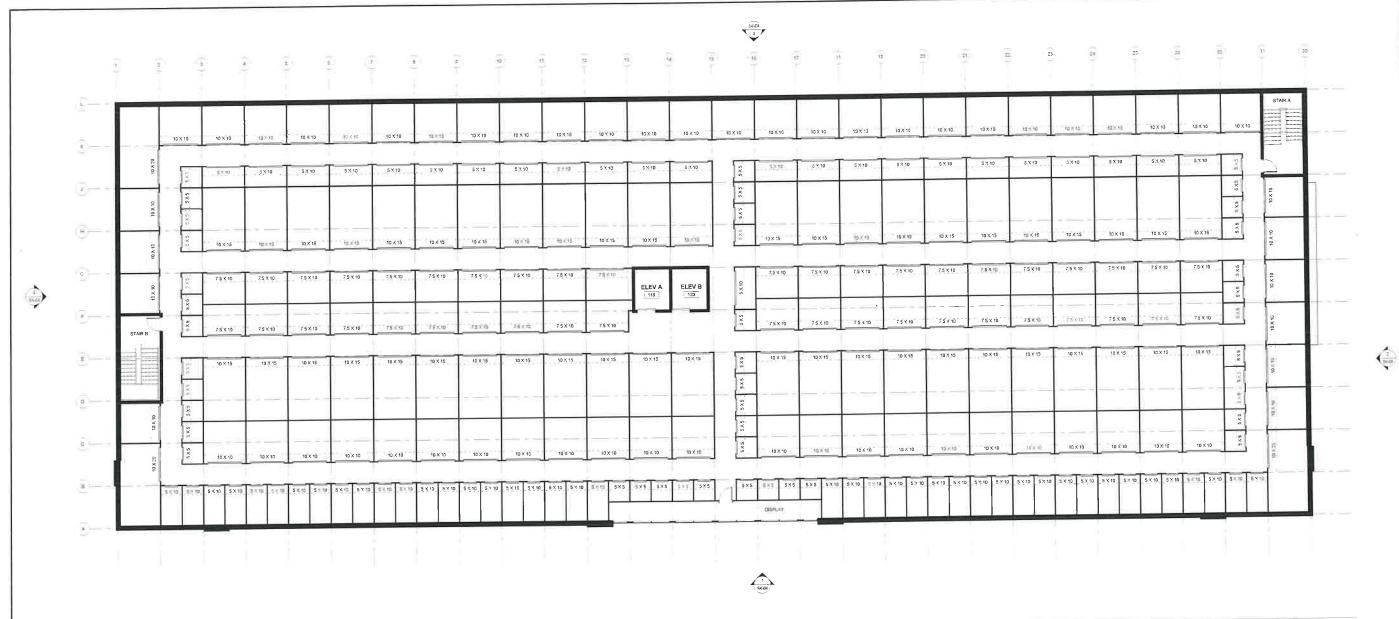
06/13/2025



SECOND FLOOR PLAN
SCALE 1/3 = 1/5

06/13/2025

SMarchitects
Centrented Smarroulon



THIRD FLOOR PLAN

06/13/2025





Spring Garden & Francis
Perspective View
300 Brookside Residential, LP
04/24/2025





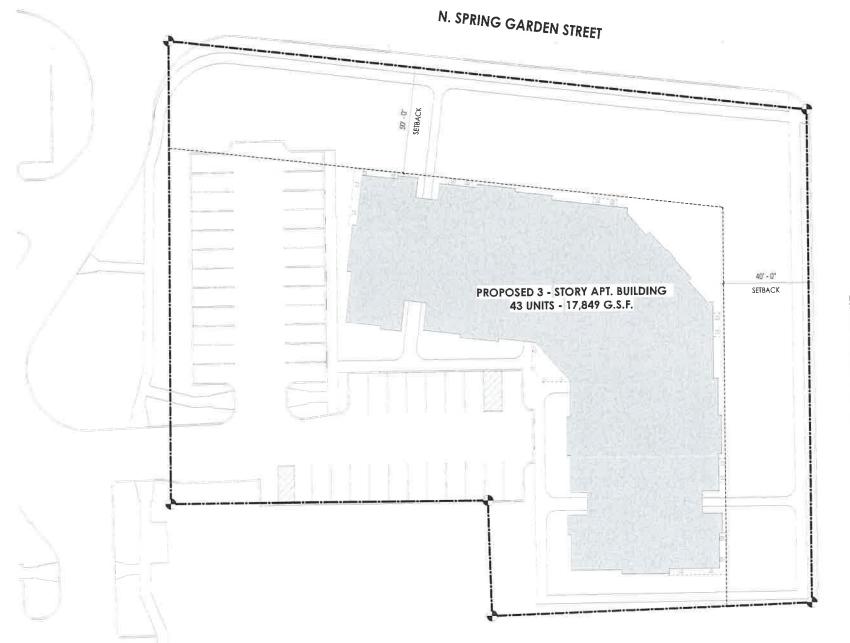
Spring Garden
Perspective View
300 Brookside Residential, LP
04/24/2025





Interior
Perspective View
300 Brookside Residential, LP
04/24/2025





FRANCIS AVENUE š

### GENERAL NOTES - SITE PLAN

1 ALL DIMENSIONS TO BE VERIFIED IN FIELD PRICE TO THE START GENEW WORK

#### SITE PLAN LEGEND

SIDEWALK PROPERTY III.C PATICALL TELECOM PA1 CALL GAS PATICALL RECLAIMED WATER PATICALLI SEVVER/DRAINAGE STREET LIGHT UTILITY POLE BIKE PACK MANHOLE CO / ER STORMWATER INLET

PA 1 CALL SERIAL NUMBER

ACCESS COVER



REGAN KLINE CROSS ARCHITECTS

REGAN, KLINE, CROSS, LLC

ARCHITECTURE • PLANNING
PROJECT MANAGEMENT

ARCHITECTURE • PLANNING
PROJECT MANAGEMENT

FAX. (215) 886-8124

300 Brookside Avenue, Building 18, Suite 50 Ambler, P.A. 19002 267-430-3355

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NOT FOR CONSTRUCTION

416 NORTH SPRING GARDEN ST. AMBLER, PA 19002

UBMISSIONS & REVISIONS

THE GWYNEDD AT AMBLER YARDS

SITE PLAN

04/24/2025

As indicated

1 | SITE PLAN | 1" = 20'-0"



BUILDING SQ.FT.						
GROSS FLOOR AREA						
17,849 SQ FT						
17,510 SQ.FT						
17,438 SQ.FT						
52,797 SQ.FT.						



2 SECOND FLOOR PLAN A1.0 1/16" = 1'-0"

1 | FIRST FLOOR PLAN | 1/16" = 1'-0"

rko

REGAN KLINE CROSS
ARCHITECTS

REGAN, KLINE, CROSS, LLC

ARCHITECTURE - PLANNING
PROJECT MANAGEMENT

ACCUMENTATION
PROVE (215) 885-8124

JEMT 300 Brookside Residential, LP 300 Brookside Avenue, Building 18, Suite SO Amblet, P.A. 19002 237-435-3355

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AMY ISSUES RESULTING FROM SAME

NOT FOR CONSTRUCTION

PROJECT ADDRES

416 NORTH SPRING GARDEN ST. AMBLER, PA 19002

UBMISSIONS & REVISIONS BY APPD YMY MM. DD

THE GWYNEDD AT AMBLER YARDS

SHEET TITLE

FLOOR PLANS

04/24/2025

EVISION A 1

1/16" = 1'-0

UNIT MA	ATRIX
UNIT TYPE	NO. OF UNITS
GROUND FLOO	OR - 14 UNITS
ONE BEDROOM	8
ONE BEDROOM + DEN	4
TWO BEDROOM	2
SECOND FLOO	OR - 14 UNITS
ONE BEDROOM	5
ONE BEDROOM + DEN	5
TWO BEDROOM	4
THIRD FLOO	R - 15 UNITS
ONE BEDROOM	5
ONE BEDROOM + DEN	7
TWO BEDROOM	3
	TOTAL - 43

BUILDING SQ.FT.							
FLOOR	GROSS FLOOR AREA						
GROUND FLOOR	17,849 SQ.FT						
SECOND FLOOR	17,510 SQ.FT.						
THIRD FLOOR	17,438 SQ.FT						
TOTAL	52,797 SQ.FT.						





1 THIRD FLOOR PLAN
A1.1 1/16" = 1'-0"



# REGAN KLINE CROSS ARCHITECTS

REGAN, KLINE, CROSS, LLC

ARCHITECTURE • PLANNING
PROJECT MANAGEMENT

PHONE (215) 886-8124

300 Brookside Residential, LP 300 Brookside Avenue, Building 18, Suite SC Ambler, P. A. 19002 267-436-3355

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416 NORTH SPRING GARDEN ST. AMBLER, PA 19002

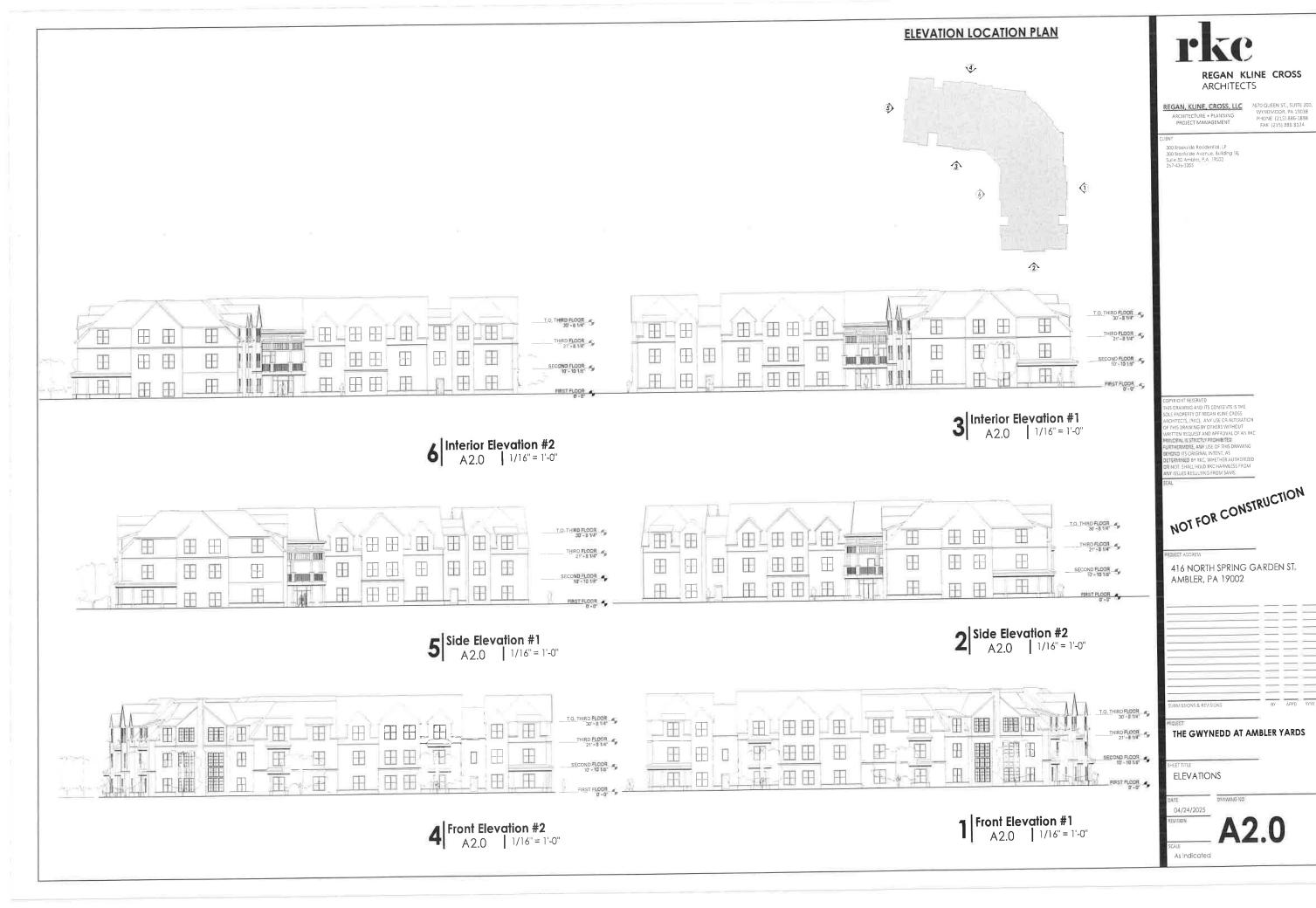
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		_	
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 	No.	4000	1000/ 1414

THE GWYNEDD AT AMBLER YARDS

FLOOR PLANS

04/24/2025

1/16 = 1-0





# MEMORANDUM

ATTN: Board of Supervisors

**DATE:** August 20, 2025

FROM: Jamie P. Worman, Assistant Township Manager

**SUBJ:** Proposed Zoning Ordinance Amendments

Recommended Motion: It is recommended that the BOS authorize the formal ordinance amendment process to begin and allow for advertisement of the proposed ordinance pending any changes determined at the August 26<sup>th</sup> BOS meeting.

Attached to this memo you will find a red-line version of the Zoning Ordinance (ZO) sections that are subject to the proposed amendments. A summary of these changes is provided below for ease of discussion and review by the BOS. While a comprehensive revision of the ZO is forthcoming, following the adoption and implementation of the Comprehensive Plan, these minor adjustments will address consistent issues that occur when applying the code today. The proposed ordinance has been reviewed by the B&Z Subcommittee and Lynn Bush of the ZHB along with Township Staff and Professional Consultants and is ready for discussion by the BOS.

#### Chapter 1250-Definitions

- Accessory Building and Accessory Use definitions have been revised to eliminate the ratio
  of accessory building/use compared to the principal building/use. The ratio can be
  controlled by other requirements such as building coverage and impervious surface. The
  other thing this accomplishes is, it removes a regulation from the definition.
- Home Occupations definition modified to include a definition for major home occupations
  and minor no-impact home businesses as per the MPC requirement. However, the final
  version of the ordinance may separate home daycares from this section and create a new
  section in order to remove any conflict that may arise from the revised definition of home
  occupation and the standards that apply.
- Sports Court definition added.

- Street Line definition is modified to remove reference to setback since they are not the same thing and to add a reference to see flag lots for front yard setback requirements.
- Front yard setback definition revised to include how the front yard of a flag lot is determined. A reference to the front yard is also added to the flag lot definition.

### Chapters 1257, 1258, 1259, 1260

- Individual residential districts amended to include the requirement that when a lot size is permitted to be reduced, due to the availability of public utilities, that connection to the utility be required.
- Addition of accessory uses as permitted uses in the districts where it is not currently allowed- A2 Residential.
- Removed all references to height of accessory structures in individual districts to the general regulations section of ordinance instead.

#### **Chapter 1298 General Provisions**

- Removed private tennis courts from permitted accessory uses and modified the paragraph pertaining to locations of accessory structures to property lines based on size of structure.
   Increased the permitted height to 15 feet instead of 14 feet. Placed a cap on maximum height to 25 feet.
- Clarified setbacks for pool houses/cabanas/covered pavilions
- Added Sports Courts in place of tennis courts and added new criteria for sports courts and standards for special exceptions where applicable.
- Modified exterior storage of motor vehicles and junk to include all districts except where specifically permitted in individual zoning district
- Added criteria and clarification to the limitation on accessory uses, in particular, the recreational vehicles and the storage of such.
- Home Occupations- Added a tiered structure of home occupations and no-impact home businesses to provide required regulations consistent with the MPC but to also maintain the conditions the Township currently has in place that regulates the extent of home occupations.
- Home generator- added a provision to permit generators in the front yard of corner lots
  when placed on the side of the house and property screened from view. Discussion as to
  whether to also add to this home generator section regulations for non-residential
  generators.

#### Chapter 1250

# SHORT TITLE; STATEMENT OF COMMUNITY INTENT; INTERPRETATION; CONFLICT OF LAWS; DEFINITIONS

§ 1250.04

#### LOWER GWYNEDD CODE

§ 1250.04

Ord. 332. Passed 10-21-1996; Ord. 334. Passed 12-16-1996; Ord. 357. Passed 2-22-1999; Ord. 364. Passed 7-26-1999; Ord. 409. Passed 7-22-2003; Ord. No. 422. Passed 5-18-2004

- (a) As used in this Zoning Code the following words and terms shall have the following definitions. Any word or term not defined herein shall have the meaning found in the Subdivision Regulations or in the Pennsylvania Municipalities Planning Code (Act 247 of 1968, as amended) or shall have the meaning of common or standard usage.
  - (1) Accessory building, "Accessory building" means a building subordinate to the principal building on a lot and used for purposes customarily incidental to those of the principal building. The total size of all accessory use buildings as compared to the principal use buildings shall be in a ratio of <1 to 4. Ratios in excess of the above must be approved as a special exception by the Zoning Hearing Board.</p>
  - (2) Accessory use. "Accessory use" means a use customarily incidental and subordinate to the principal use of the land or a building or other structure on a lot or a portion thereof located on the same lot with such principal use. The portion of the property dedicated to accessory use as compared to principal use shall be in a ratio of <1 to 4. Ratios in excess of the above must be approved as a special exception by the Zoning Hearing Board.</p>
  - (28.0) Flag lot. A lot of particular shape such that it possesses less frontage along a public street than otherwise required by this chapter, and where access to the widest portion of said lot is by way of an access strip which forms a portion of the lot and abuts a public street. [Added 8-22-2017 by Ord. No. 513] See also definition for "front vard setbacks Yard, Front" related to setbacks for flag lots.
  - (3) Home Occupation-Major. "Major home occupation" means an accessory use permitted only in single-family residential districts and includes any lawful occupation or business activity which is conducted in whole or in part by a resident from his or her primary residence. limited to the professional office or studio of a physician, dentist, teacher, engineer, musician, architect, lawyer, outside sales person or similar professional practitioner, or rooms utilized for occupations such as dressmaking, millinery or similar handicrafts, and specifically excludes any business, clinic, animal hospital, barber or beauty shop, personal service shop or tea room. Home occupations shall be governed by the standards set forth in Section 1298. [1].
  - (4) "Home Occupation- Minor (or No-Impact Home Based Business)" "Minor Home Occupation" (no-impact home-based business)" means Business is an accessory use clearly secondary to the use as a residential dwelling and which involves no customer, client or patient traffic, whether vehicular or pedestrian, pick-up, delivery or removal functions to or from the premises, in excess of those normally associated with residential use. Minor Home Occupations/No-Impact Home Based Businesses shall be governed by the standards set forth in Section 1298.11.
  - 62 Sports Courts. 'Sports Court" means an impervious surface or area designed for playing sports and activities that may include tennis, pickleball, handball, racquetball, basketball, etc. or a combination of sports and activities but is not intended to include pools, driveways, or basketball nets that are freestanding on a driveway or attached to a garage or structure accessed from the driveway.
  - (5) Street line or setback. "Street line" or "setback" means the dividing line between a lot and the outside boundary or ultimate right-of-way line of a public street, road or highway legally opened

**Commented [JW1]:** In this section we are removing the ratios from accessory buildings and uses as those ratios can be controlled through other zoning criteria including building and impervious coverage.

**Commented [MG2R1]:** Another benefit of the 2 "accessory" changes is removing a regulation from the definition.

Commented [JW3]: This definition will be reviewed before the final draft is advertised to consider adding a separate category for home daycare with its own standards removing it from the classification as a home occupation in order to resolve any conflicts that could be created between 1250.04 and 1298.11.

**Commented [JW4]:** New definition added for sports courts as this is a new issue that continues to come up. We provided provisions for this in the accessory uses section of the code and this is the corresponding definition.

**Commented [JW5]:** Added a revised definition for street line to address flag lots at the request of the ZHB.

- or officially plotted, or between a lot and a privately owned street, road or way over which the owners or tenants of two or more lots, each held in single and separate ownership, have the right-of-way. For flag lots see "front yard setback" definition.
- (6) Yard. "Yard" means an open, unoccupied space on the same lot with a building or other structure or use, which space is open and unobstructed from the ground to the sky, except for public utility lines or facilities, landscaping and parking as restricted by the applicable zoning district. Specifically:
  - A. "Front yard" means a yard extending the full width of the lot along the street line and extending in depth from the street line to the nearest point of any structure on the lot. In the case of a flag lot or lane lot, the front yard setback is measured from the point where the lot first meets the minimum lot width requirements, so that any building has a setback from that front line.

#### § 1257.03. Lot area and width. [Ord. 223. Passed 12-10-1985]

- (a) Minimum lot area.
  - (1) In an A Residential District, a lot area of not less than 80,000 square feet shall be provided for every dwelling or other building where neither a public sewer nor a public water supply is available.
  - (2) Where either a public sewer or a public water supply is available, a lot area of not less than 60,000 square feet shall be provided for every dwelling or other building. Connection to the public utility is required.
  - (3) Where both a public sewer and a public water supply are available, a lot area of not less than 40,000 square feet shall be provided for every dwelling or other building. <u>Connection to the public utilities is required.</u>
- (b) Minimum lot width. A lot width of not less than 200 feet at the building line shall be provided for every dwelling or other building.

# § 1257.06. Building height. [Ord. 223. Passed 12-10-1985; Ord. 257. Passed 6-21-1988; Ord. 409. Passed 7-22-2003]

- (a) The maximum height for dwellings, buildings or other structures erected or enlarged in an A Residential District shall be 45 feet, not exceeding 2 1/2 stories.
- (b) The maximum height for any building accessory to any dwelling shall be 14 feet, not exceeding one story, except that by special exception, the height of accessory buildings constructed entirely outside any mandatory setback areas on lots exceeding 40,000 square feet shall not exceed 35 feet or 2 1/2 stories.

Commented [JW6]: This language will be added to all residential districts that have a provision allowing a reduction in required lot area based on whether there is public water and sewer. The wording today only states available but the intention is that the smaller lot size would be permitted if the lot is connected to the public water or sewer or both. So we've added clarifying language.

Commented [JW7]: We are removing the accessory building height requirement from the individual districts and placing it in the general regulations with the other requirements for accessory structures. This will be removed from all individual residential districts where it exists.

#### § 1258.03. Lot area, density and width. [Ord. 246. Passed 12-22-1987]

- (a) Minimum lot area.
  - (1) In an A-1 Residential District, a lot area of not less than 80,000 square feet shall be provided for every dwelling or other building where neither public sewer nor public water is available.
  - (2) Where either public sewer or public water is available, a lot area of not less than 60,000 square feet shall be provided for every dwelling or other building. <u>Connection to the public utility is required.</u>
  - (3) Where both public sewer and public water are available, a lot area of not less than 35,000 square feet shall be provided for every dwelling or other building. <u>Connection to the public utilities is required.</u>
- (b) Density. The number of dwelling unit shall not exceed 0.90 dwelling unit per developable acre over the developable area of the entire tract, including that portion of the tract to be reserved as permanent or common open space. This limitation shall in all cases govern density.
- (c) Minimum Lot Width. A lot width of not less than 175 feet at the building line shall be provided for every dwelling or other building.

# § 1258.06. Building height. [Ord. 246. Passed 12-22-1987; Ord. 257. Passed 6-21-1988; Ord. 409. Passed 7-22-2003]

- (a) The maximum height for dwellings, buildings or other structures erected or enlarged in an A-1 Residential District shall be 45 feet, not exceeding 2 1/2 stories.
- (b) The maximum height for any building accessory to any dwelling shall be 14 feet, not exceeding one story, except that by special exception, the height of accessory buildings constructed entirely outside any mandatory set back areas on lots exceeding 40,000 square feet shall not exceed 35 feet or 2 1/2 stories.

#### § 1259.02. Permitted uses.

In an A-2 Residential District, a building may be erected or used, and a lot may be used or occupied, for any of the following purposes and no other:

- (a) One single-family detached dwelling unit either:
  - (1) In accordance with the regulations applicable to an A Residential District; or
  - (2) In accordance with the regulations applicable to an A-1 Residential District.
- (b) Municipal use.
- (c) Single-family development as a conditional use in accordance with Section 1298.07 and the regulations set forth in this chapter. Such development shall be comprised of a combination of single-family detached dwellings and townhouse dwellings.
- (d) Accessory uses in accordance with Section 1250.04 and Chapter 1298.

Commented [JW8]: Adding accessory uses as permitted consistent with other residential districts. This zoning district did not include this provision and therefore people living here were not permitted anything accessory, for example, a pool. There is only one development under this designation and they do have restrictuions for accessory structures through the HOA. This will permit accessory structures if allowed under the HOA restrictions.

#### § 1260.03. Lot area and width. [Ord. 223. Passed 12-10-1985]

- (a) Minimum Lot Area.
  - (1) In a "B" Residential District, a lot area of not less than 30,000 square feet shall be provided for every dwelling or other building where neither a public sewer nor a public water supply is available.
  - (2) Where both a public sewer and a public water supply are available, a lot area of not less than 18,000 square feet shall be provided for every dwelling or other building. Connection to the public utilities is required.
- (b) Minimum Lot Width. A lot width of not less than 120 feet at the building line shall be provided for every dwelling or other building.

#### § 1260.06. Building height. [Ord. 223. Passed 12-10-1985]

- (a) The maximum height for dwellings, buildings or other structures erected or enlarged in a "B" Residential District shall be 35 feet, not exceeding 2 1/2 stories.
- (b) The maximum height for any building accessory to any dwelling shall be 14 feet, not exceeding one story.

# § 1298.03. Accessory uses and structures. [Ord. 223. Passed 12-10-1985; Ord. 257. Passed 6-21-1988; Ord. 368. Passed 12-13-1999]

Accessory uses and structures authorized in this Zoning Code are limited to the following:

- (a) Permitted Agricultural Uses. Greenhouses; roadside stands for the sale of products produced on the premises; and barns, sheds, silos or similar structures used for the keeping, breeding and management of livestock or poultry and for the processing of products produced on the premises. However, no such building or structure shall be erected within 150 feet of any property line. Also, no pigs or hogs shall be permitted in the Township.
- (b) Permitted Residential Uses. Private garages, private greenhouses, private parking spaces, shelters for domestic pets, private storage sheds, private swimming pools (including pool houses and cabanas), private tennis sports courts, private stables and home occupations, provided that:
  - (1) Accessory buildings shall be clearly subordinate to the principal building and separated from all other buildings and/or structures on the lot by at least 10 feet. All accessory structures shall be located entirely within the permissible building area (exclusive of all mandatory setback areas), but not to the front of the main building, or in the rear yard at least 10 feet behind the rearmost portion of the main building to utilize an accessory structure setback as follows; accessory structures that are 500 square feet or less in gross floor area and no more than 15 feet in height may be located 10 feet from any side or rear property line, except that such distance shall be reduced to 5 feet in the "C" Residential District. Accessory structures that are greater than 500 square feet in gross floor area or greater than 15 feet in height, the required minimum setback from the side or rear property line is doubled. In no circumstances can an accessory structure be

Commented [JW9]: Creating a requirement where it is clear where an accessory structure can be located and limiting the proximity of larger structures to the property line and permitting smaller structures to be closer. Increasing the height of structures from 14 feet to 15 feet but capping the height at 25 feet regardless of distance from property line.

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located in a front yard., or in the rear yard at least 10 feet behind the rearmost portion of the main building, and at least 10 feet from any side or rear property line, except that such distances shall be reduced to five feet in "C" Residential Districts only.

- (2) Private swimming pools shall be constructed in accordance with applicable Township ordinances and shall not be located in front yards. All pools, filters, heaters or any facilities incidental thereto including pool houses/cabanas/covered pavilions shall be not less than 25 feet from all side and rear property lines, except that such distance shall be reduced to fifteen feet in "C" and "CD" Residential Districts.
- (3) Private sports courts and all facilities incidental thereto shall, by special exception, be permitted as an accessory use on a single-family, detached, residential dwelling lot with a minimum lot size of one acre subject to the following conditions and requirements in addition to those set forth in Section 1252.03(a) of this Code.
  - Sports courts must be located in rear yards and shall be located within the building envelope.
  - B. All sports courts shall have drainage systems approved by the Township Engineer, specifically with respect to the discharge of water onto adjacent properties.
  - C. If a sports court is to be fenced, the fencing height surrounding the court must be indicated on the plan and approved by the Zoning Hearing Board at the time a request for a special exception is submitted. If fencing is contemplated after approval by the Zoning Hearing Board an amended approval by the Zoning Hearing Board is required.
  - D. Any lighting must be shown on the plan at the time a request for a special exception is made and must be approved by the Township Engineer. Lighting specifications and details must be submitted for review and approval prior to the issuance of a permit. The lighting design must show no spillover of light onto adjacent properties by providing a point-by-point level grid to show light levels on the ground and a plan showing where the court / light levels are in relation to the property lines. Additionally, information on the angle at which the lights will be installed to prevent glare into the sky is required. Sports court lighting may not exceed 14 feet. Lighting must be designed in a manner that is acceptable to the Township Engineer. If lighting is contemplated after approval by the Zoning Hearing Board an amended approval by the Zoning Hearing Board is required.
  - E. A site plan is required depicting the location of the proposed use, existing uses, yard dimensions, screening, landscaping, lighting and other features indicating compliance with the above requirements.
  - F. Any modifications to an approved sports court requires an amended approval by the Zoning Hearing Board.
  - A. Private tennis courts and all facilities incidental thereto shall be located in rear yards and shall be not less than fifteen feet from the side and rear property lines. Tennis courts shall have drainage systems approved by the Township Engineer, specifically with respect to the discharge of water onto adjacent properties.
- (3)(4) Private stables and the keeping of horses shall be permitted only when the lot area is not less than three acres. Grazing areas shall be suitably fenced to contain the horses at all

**Commented [JW10]:** Clarifying that pool houses and cabanas must abide by the pool setbacks.

Commented [JW11]: Modifying the language in the code that permitting tennis courts by changing courts to include sports courts and then adding language for such courts to be permitted by special exception. This is a better way to look at each request and make neighboring properties aware and also set restrictions to minimize the impacts of these courts.

**Commented [JW12R11]:** For discussion purposes = Should hours of operation be included in the ordinance language?

times. Buildings or structures used for the housing and stabling of horses shall be located in the rear yard not less than 50 feet from any property line and not less than 100 feet from any street line.

- (4)(5) Caretaker's quarters, including a kitchen separate and apart from the kitchen serving the primary residence on the property, shall, by special exception, be permitted as an accessory use on a single-family, detached, residential dwelling lot subject to the following conditions and requirements in addition to those set forth in Section 1252.03(a) of this Code:
  - A. The gross area of the lot on which the primary residence and caretaker's quarters are located shall be a minimum of four acres.
  - B. The caretaker's quarters shall utilize an existing structure on the property which can be proven to have existed prior to 1985 and which is suitable for conversion into a caretaker's quarters.
  - C. The gross area of the caretaker's living quarters shall not exceed 1,200 square feet.
  - D. The caretaker's quarters shall be located within the building envelope of the lot.
  - E. The caretaker's quarters shall be occupied by a maximum of two individuals who shall be responsible for the maintenance or security of the principal residence or lot and/or the care of one or more of the occupants of the principal residence.
  - F. The caretaker's quarters shall be served by public sewer, unless it can be demonstrated to the satisfaction of the Township and/or the Montgomery County Department of Health that the on-site septic system has the capacity to accept the flows reasonably expected from the caretaker's quarters (in addition to the flows from the principal residence).
  - G. No separate or additional road openings shall be permitted to allow independent access from the street serving the property to the caretaker's quarters.
  - H. If the special exception is granted, a deed restriction satisfactory in form and substance to the Township Solicitor shall be recorded against the lot to provide constructive notice of the limited use permitted of the caretaker's quarters as well as the requirement that those quarters be immediately removed at any time in the future if the conditions imposed by this section or by the Zoning Hearing Board are --no longer being satisfied.
- (6) Accessory residential Uuses authorized in this chapter as accessory to a dwelling shall not be deemed to include a hospital, clinic, animal hospital, barbershop, beauty parlor, massage parlor, laboratory, mortuary, kennel or animal rescue or animal adoption/fostering services, other personal service shop, tearoom, restaurant, hotel/motel, boarding home or any other similar use.

#### § 1298.08. Exterior storage of motor vehicles and junk. [Ord. 223. Passed 12-10-1985]

The exterior storage of motor vehicles is prohibited in all residential districts unless specifically permitted and regulated in the various districts of this code. The exterior storage of junk is prohibited in all districts.

Commented [JW13]: Clarifying statement.

Commented [JW14]: The code restricts this in residential districts and it is really restricted in all the districts except for D4 and F.

#### § 1298.11. Home occupations. [Ord. 223. Passed 12-10-1985; Ord. 233A. Passed 6-18-1987]

Home occupations, as defined in Section 1250.04(31) and permitted under this Zoning Code, shall comply with the following regulations and standards and shall be divided into two categories as described below.

Minor Home Occupations, including (no-impact home-based businesses) conducting lawful occupation or business activity which is conducted in whole or in part by a resident from his/her primary residences. These are permitted by right in all residential dwellings, limited to one per dwelling unit, in compliance with the following requirements:

- (a) The occupation shall be conducted only by members of the family residing on the premises and shall be conducted entirely within the dwelling or a building accessory thereto. <u>The</u> <u>business activity may not occupy more than 25% of the habitable floor area. The computation</u> <u>of habitable floor area shall include the first floor and unfinished basement but not garages or unfinished attics.</u>
- (b) The business activity shall be compatible with the residential use of the property and surrounding residential uses. The business shall employ no employees other than family members residing in the dwelling.
- (c) There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature.
- (d) There shall be no outside appearance of a business use, including, but not limited to, parking, signs or lights.
- (e) The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical interference, including interference with radio or television reception, which is detectable in the neighborhood.
- (f) The business activity may not generate any solid waste or sewage discharge, in volume or type, which is not normally associated with residential use in the neighborhood.

The business may not involve any illegal activity.

Major home occupations. Major home occupations means an accessory use permitted only insingle family residential districts and limited to the professional office or studio of a physician, dentist, teacher, engineer, musician, architect, lawyer, outside sales person or similar professional practitioner, or rooms utilized for occupations such as dressmaking, millinery or similar handicrafts, and specifically excludes any clinic, animal hospital, barber or beauty shop, personal service shop or tea room. Major home occupations shall be governed by the standards set forth in Section:

- (a) The occupation shall be conducted only primarily by members of the family residing on the premises and shall be conducted entirely within the dwelling or a building accessory thereto. Not more than one additional person who is not a resident in the dwelling shall be employed by the practitioner of the home occupation to provide secretarial, elerical or other similar assistance.
- (b) No article may be sold or offered for sale that is not produced by members of the immediate family residing on the premises.
- (c) There shall be no public display of goods on the premises.
- (d) Parking for any home occupation shall be provided in accordance with Chapter 1294 and shall Downloaded from https://ecode360.com/LO1651 on 2025-07-07

Commented [MG15]: No impact home-based business is already defined in the definition section. No need to repeat the definition here, or to add a new term (minor home occupation).

Commented [MG16]: Home occupation is already defined in the definition section. I revised it to be called "Home Occupation, Major" and added the language about the particular professions that I deleted earlier (which is the same language deleted here. No need to have "home occupation" and "major home occupation" when they are the same thing.

- occupy no portion of any required front, side or rear yard that is not part of a driveway.
- (e) The space devoted to any home occupation shall not exceed 400 square feet. 25% of the habitable floor area.
- (f) Home day-care for one child is permitted in the Township without regulation. Home day-care for two to a maximum of five nonresident children, located only in a single-family detached dwelling in which the caregiver resides, shall be considered a home occupation and shall be subject to the following requirements:
  - (1) The caregiver shall be registered or licensed by the commonwealth to provide child care services in the dwelling.
  - (2) There shall be no structural change to the exterior of the single-family detached dwelling to accommodate the day-care use.
  - (3) In no case shall home day-care be permitted on a lot with an area of less than 10,000 square feet.
  - (4) There shall be a minimum of 40 square feet of floor space per child, inclusive of space occupied by furniture and equipment, but exclusive of closets, halls, bathrooms, kitchens and related areas. All of such floor space shall be on the first floor of the single-family detached dwelling.
  - (5) A minimum of 100 square feet of outdoor play space per child shall be available on the same lot. Such play space shall be:
    - A. In the rear yard of the lot only;
    - B. Enclosed by a fence or wall; and
    - C. Not less than 30 feet from neighboring residential buildings.
  - (6) The normal hours of operation shall not be earlier than 7:00 a.m. nor later than 7:00 p.m.
  - (7) A driveway shall be required in order to allow off-street pick-up and dropoff of children.
  - (8) No home day-care use shall be permitted within 750 feet of any other home day-care

#### **Requirements for all Home Occupations**

A resident of the dwelling must be a principal of the home occupation.

There shall be no direct sale of goods on the premises.

There shall be no business-related exterior storage or display of goods.

Signs for major home occupations shall be permitted in accordance with the requirements of Chapter 1292.

The home occupation shall in no way cause the residential appearance or character of the premises to differ from the surrounding residential area.

Home occupations shall not use noxious, toxic, combustible, explosive or other types of material in a manner that could endanger the health, safety and welfare of the occupants and surrounding residents.

Vehicular access improvements or any need for additional parking generated by the home occupation, over what would normally be expected for a residence as determined by the Board of Supervisors with the advice of the Township Engineer, shall be met off-street and only in the side yard and/or rear yard.

Trash shall not be permitted in excess of that normally occurring in residential areas. Outdoor storage of trash or debris shall be sealed in containers, shielded from view by neighboring properties by a dense landscape buffer or other materials noted in the definition of buffer screen.

All home occupations must obtain a use and occupancy permit and register their business with the Township before commencing business.

The following uses and similar uses shall not be permitted as a home occupation: shall not be deemed to include a hospital, clinic, animal hospital, barbershop, beauty parlor, massages parlor, laboratory, mortuary, kennel or animal rescue or animal adoption/fostering services, other personal service shop, tearoom, restaurant, hotel/motel, boarding home or any other similar use.

# § 1298.15. Limitations on accessory uses. [Ord. 314. Passed 2-21-1995]—Move to follow section 1298.03

The term "accessory use" shall not include the following:

- (a) The keeping or storage of a utility trailer more than eight feet in length or a travel trailer, recreational vehicle or boat more than 22 feet in length, unless the vehicle is parked or stored at all times in a fully enclosed garage. Permitted trailers, recreational vehicles, and boats shall be kept or stored in the rear yard only. Shall be kept or stored in the following manner:
  - Parking is permitted inside an enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zoning district where located.
  - Parking is permitted outside in the side or rear yard, provided it is not nearer than 10 feet to the lot line and is adequately screened from neighboring properties.
  - By special exception, the Zoning Hearing Board may authorize the parking of a trailer, recreational vehicle, or boat outside on a driveway provided that space is not available in the rear or side yard or there is no reasonable access to either the side or rear yard, and parking inside is not possible. Under no circumstances shall the unit extend over the public sidewalk or public right-of-way. Parking is permitted only for storage purposes, and any recreational vehicle or trailer shall not be used for dwelling purposes, permanently connected to sewer lines, water lines, or electricity, storage of goods or materials or equipment.
- (b) The keeping or storage of any truck more than 18 feet in length or 80 inches in width or more than 8,200 pounds' gross weight or gross vehicle weight rating, as those terms are defined in the Motor Vehicle Code of the Commonwealth of Pennsylvania, or any vehicle equipped with any exterior equipment, such as hoists, ladders or towing mechanisms, unless the vehicle is

Commented [JW17]: Added recreational vehicles in order to include campers that are towed or campers that are driven. Added provisions for the storage of these types of vehicles. Will relocate this section as indicated.

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parked or stored at all times in a fully enclosed garage. Said vehicles shall be limited to one per property and shall be used for the transportation of the occupant of the property to and from his or her place of business. All other commercial vehicles as mentioned above are prohibited.

(c) The storage of building supplies or trash, or any other storage which is determined to be a nuisance or a health, safety or fire hazard or which detracts in any way from the character of surrounding properties or neighborhood.

## § 1298.16. Height of accessory structures. [Ord. 323. Passed 1-23-1996]—Move to be part of 1298.03

The maximum height for any building accessory to any dwelling shall be 15 feet, not exceeding one story except for what would be considered loft space for storage.

The maximum height of accessory structures as regulated in the various residential districts in this title may be increased one foot zero inches in height for each two feet zero inches in horizontal distance that is added to the minimum required setback from the side or rear property line, with the height being measured from the ground to the highest point of the structure at all given points along the path of travel from the setback line toward the interior of the lot, to a maximum height of 3525 feet.

# § 1298.18. Home generator regulations. [Added 1-28-2014 by Ord. No. 491; amended 8-22-2017 by Ord. No. 513]

The placement of emergency home generators for single-family residential use shall be regulated by the following:

- (a) Generators shall not be located within a front yard.
- (b) Generators shall be located a minimum of 15 feet from side and rear property lines, except that this setback shall be reduced to 10 feet in C and CD Districts.
- (b)(c) On a property that is a corner lot, a Generator may be placed on the side of the home, even though that yard is technically a front yard, when a landscaped buffer or other screening apparatus is provided so that the generator is not visible from the road frontage. The proposed buffer must be to the satisfaction of the Township Zoning Officer and approved as part of the required permit.

**Commented [JW18]:** This is where the accessory building height is set rather than the individual districts. The height has been increased to 15 feet.

**Commented [JW19]:** Possibly consider having one section that deals with generators, but separate standards for residential and non-residential generators.

**Commented [JW20]:** Added at the request of the ZHB.



### MEMORANDUM

ATTN: Board of Supervisors

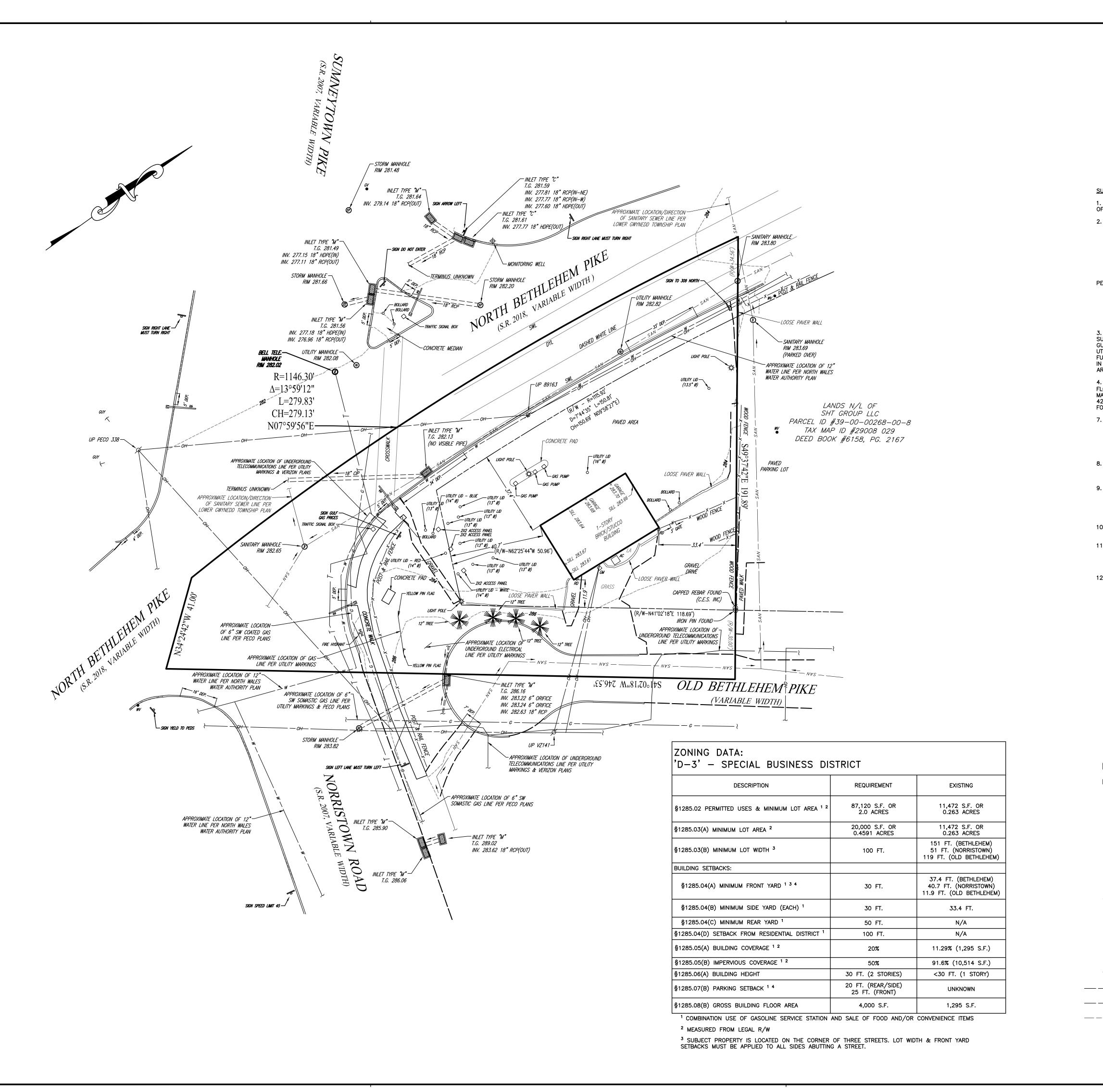
**DATE:** August 20, 2025

FROM: Jamie P. Worman, Assistant Township Manager

SUBJ: Revised Sketch Plan-1100 N. Bethlehem Pike (GULF Station)

Robert Blue, P.E. and Jacob Fagan, E.I.T will be presenting a revised sketch plan for 1100 N. Bethlehem Pike on behalf of their clients to the BOS at the meeting on August 26th. The BOS first saw the sketch plan in April and provided feedback on the proposal which included concerns about the scale of the project, the number of gas pumps, location, parking, traffic, site circulation, and access. The revised plan decreases the number of pumps, relocates the building further from the property line and reduces the square footage of the building, adds more parking, and adds more landscaping along the frontage of the property. In addition, the southern Bethlehem Pike access driveway is shown as permitting right in/right out only traffic and the northern Bethlehem Pike driveway is shown as a full access driveway. The purpose of the presentation is to get clear feedback from the BOS about their support for this project, given the zoning relief that will be needed, before the applicant makes a decision about whether to move forward.

Jamis Worman



SURVEY NOTES:

THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY COMPLETED BY THIS OFFICE ON MARCH 10, 2025.
 SITE DATA

CURRENT OWNER: SIMRAN PROPERTIES, LLC ADDRESS: 1100 N. BETHLEHEM PIKE

SITE ADDRESS: 1100 N. BETHLEHEM PIKE SPRING HOUSE, PA 19477

RECORDED DATA: LOWER GWYNED TOWNSHIP, MONTGOMERY COUNTY,

SPRING HOUSE, PA 19477

A-PARCEL1 HEADING (1100 N. BETHLEHEM PIKE)
A-BLOCK X - UNIT X
A-PARCEL 39-00-00265-00-2
A-DB 5508 PG 119

3. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CONFIRM THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

4. THE PROPERTY ON THIS SURVEY DOES NOT LIE PARTLY WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA"), AS SHOWN ON THE FLOOD INSURANCE RATE MAP IDENTIFIED AS PANEL 286 OF 451, COMMUNITY NUMBER X, MAP NUMBER 42091C0286G, BEARING AN EFFECTIVE DATE OF MARCH 2, 2016. THE DATUM FOR THIS MAP IS NAVD88.

- 7. THIS MAP AND SURVEY WERE PREPARED FROM INFORMATION OF RECORD, FURNISHED AND/OR OBTAINED, TOGETHER WITH EVIDENCE FOUND ON THE GROUND. THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC... OF RECORD.
- 8. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC... OF RECORD.
- 9. CONTOURS PLOTTED FROM FIELD RUN TOPOGRAPHIC SURVEY BY HOWELL SURVEYING, L.L.C.. DATUM: NAVD 88 (COMPUTED USING GEOID18) & NAD 83 (2011) (EPOCH:2010.0000) (AS DETERMINED BY GPS OBSERVATION), SITE BENCH = SANITARY MANHOLE RIM LOCATED IN THE CUL-DE-SAC OF OLD BETHLEHEM PIKE, ELEVATION= 286.75', CONTOUR INTERVAL: 2 FEET.
- 10. THE VARIABLE WIDTH RIGHT-OF-WAYS WERE TAKEN FROM REFERENCE PLAN NO. 3.
- 11. LOT AREAS:

LOT AREA: 29,099 S.F./0.668 ACRE (GROSS) 11,472 S.F./0.263 ACRE (NET OF R/W)

PLAN REFERENCES:

A.) PLAN ENTITLED, "PLAN OF PROPERTY — ALFRED PIRANIAN", PREPARED BY GEORGE B. MEBUS, INC. A DIVISION OF L. ROBERT KIMBALL CONSULTING ENGINEERS, ABINGTON, PA, DATED 09/24/1984, LAST REVISED 12/10/1984, RECORD PLAN BOOK #A-46, PG. 110.

B.) PLAN ENTITLED, "RECORD PLAN — PAONE — SPRING HOUSE OFFICE", PREPARED BY WOODROW & ASSOCIATES, INC., NORTH WALES, PA, DATED 11/30/1999, LAST REVISED 12/04/2002, RECORD PLAN BOOK #L-6, PG 265

C.) PLAN ENTITLED, "COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HIGHWAYS — DRAWINGS AUTHORIZING ACQUISITION OF RIGHT—OF—WAY—STATE ROUTE 0309 SECTION IFF R/W IN MONTGOMERY COUNTY", PREPARED BY GANNETT FLEMING, INC., KING OF PRUSSIA, PA, DATED 08/04/1999, PROJECT #Q24X064115.

IMPERVIOUS TABULATION WITHIN R/W

1 — CONCRETE AREA 7,572 S.F.
2 — GRAVEL DRIVE 1,677 S.F.
3 — BUILDING 1,197 S.F.
4 — WALLS 68 S.F.

10,514 S.F.

TOTAL =

# L E G E N D

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<b>W</b>	WATER MANHOLE	xx	FENCE
<b>E</b>	ELECTRIC MANHOLE		WALL
<b>©</b>	GAS MANHOLE		MACADAM EDGE
7	TELEPHONE MANHOLE		CONC. CURB
<b>⊘</b> C.O.	CLEAN OUT		CONCRETE
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¢ <sup>L.P.</sup>	LAMP POST	Mag h	CONIFEROUS TREE
-∰ <sup>F.H.</sup>	FIRE HYDRANT	71774	LANDSCAPE BED BORDER
⊗ W.V.	WATER VALVE	123	CONTOUR
⊗ G.V.	GAS VALVE	120	CONTOUR INTERVAL
SIGN	SIGN	+ <sup>123.4</sup>	SPOT ELEVATION
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— <i>G</i> — —	GAS LINE	0	IRON PIN FOUND
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SITE Spring House

Spring House

LOCATION MAP

THE NATIONAL MAP BY U.S.G.S.

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AMBLER PA 2023 QUADRANGLI

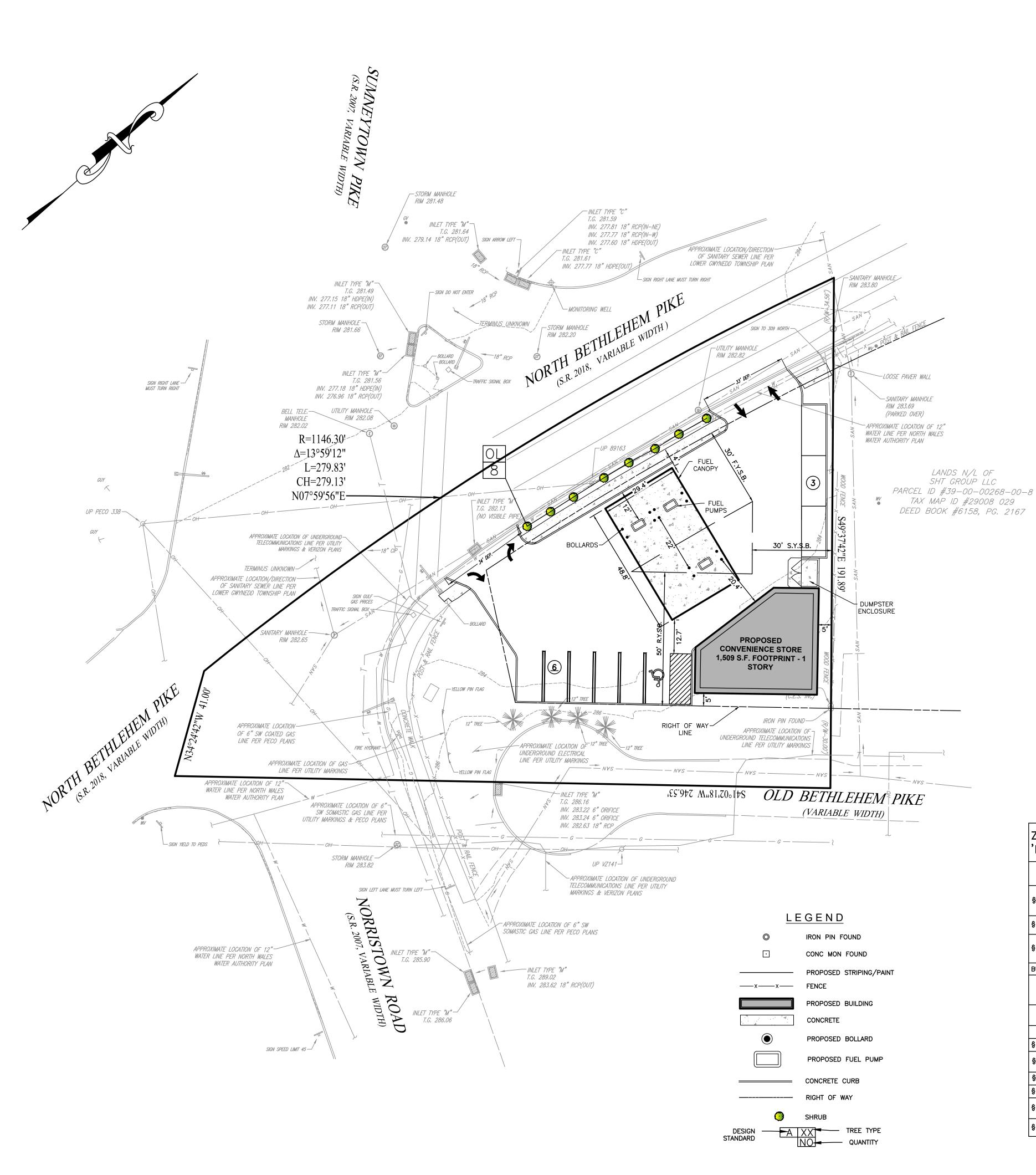
consulting engineers, p.c.

1149 Skippack Pike, Blue Bell, PA 19422
tel: (610)-277-9441 fax: (610)-277-9897
www.robertblue.com email: rblue@robertblue.com

PREPARED FOR

N. BETHLEHEM PIKE

NG HOUSE, PA 19477



APPROXIMATED LIST OF VARIANCES REQUIRED FOR DEVELOPMENT SUBJECT TO REVIEW BY LOWER GWYNEDD TOWNSHIP:

1. SECTION 1285.02(G) — AUTHORIZATION OF A GASOLINE SERVICE STATION WITH SALE OF FOOD AND/OR CONVENIENCE ITEMS AS A SPECIAL EXCEPTION WITH A LOT SIZE OF 0.41 ACRES RATHER THAN THE MINIMUM

LOT AREA OF 2 ACRES.

2. SECTION 1285.03(A) — DECREASING THE MINIMUM LOT AREA OF 20,000 S.F. TO 11,472 S.F.
3. SECTION 1285.03(B) — DECREASING THE MINIMUM LOT WIDTH FROM 100 FT. TO 51 FT.
4. SECTION 1285.04(A) — DECREASING THE MINIMUM FRONT YARD FOR A GASOLINE SERVICE STATION USE FROM 30 FT TO

5. SECTION 1285.04(B) - DECREASING THE MINIMUM SIDE YARD FOR A GASOLINE SERVICE STATION USE FROM 30 FT TO 5

6. SECTION 1285.05(B) — INCREASING THE MAXIMUMIM ALLOWABLE IMPERVIOUS COVERAGE FOR A GASOLINE SERVICE STATION USE FROM 50% TO 90%.

7. SECTION 1285.07(B) — ALLOWING PARKING OR DRIVEWAY AREA WITHIN 2.3 FT OF THE PROPERTY LINE.

8. SECTION 1285.08(C) — DECREASING THE LANDSCAPE BUFFER OF GASOLINE SERVICE STATION USE FROM 10 FT. TO

9. SECTION 1294.01(B)(15) — ALLOWING FEWER PARKING SPACES THAN ONE SPACE PER EMPLOYEE AND ONE SPACE PER 100 S.F. OF FLOOR AREA. IN THE EXISTING CONDITION THERE ARE 6 PARKING SPACES.

VARIANCE FROM THE SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES TO DESCRIPTION OF PARKING SPACES FROM 140 SPACES TO DESCRIPTION OF PARKING SPACES FROM 140 SPACES TO DESCRIPTION OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES FROM 140 SPACES THE REQUIRED AMOUNT OF PARKING SPACES THE PARKING SPACES T

16 SPACES TO 9 PARKING SPACES.

**PARKING CALCULATION:** 

1. SECTION 1294.01(B)(15) — GASOLINE SERVICE STATION WITH ACCESSORY CONVENIENCE STORE. ONE PARKING SPACE FOR EVERY EMPLOYEE ON THE TWO LARGEST SHIFTS, SIX SPACES PER SERVICE BAY, AND ONE SPACE FOR EVERY 100 SQUARE FEET OF FLOOR AREA.

EXISTING PARKING SPACES = 6 PARKING SPACES

1 EMPLOYEE PER SHIFT \* 1 SPACE PER EMPLOYEE = 1 PARKING SPACE 1,509 S.F. OF FLOOR AREA / 1 SPACE PER 100 S.F. = 15 PARKING SPACE(S)

TOTAL REQUIRED PARKING SPACES = 16 PARKING SPACES

PROVIDED PARKING SPACES = 9 PARKING SPACES

		PLANT LIST		
QUANTITY	SYMBOL	NAME	SIZE	ROOT
SHRUBS				
8	OL	DWARF CHERRY LAUREL 'OTTO LUYKEN'	18" MIN.	

**SITE NOTES:** THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED BY THIS OFFICE COMPLETED ON MARCH 10, 2025.

2. RECORD OWNER/MAILING ADDRESS: ROBERT P. HANNUM, JR. & LAURA L. HANNUM 100 VICTORIA LANE HORSHAM, PA 19044

3. SITE ADDRESS: 1100 NORTH BETHLEHEM PIKE, SPRING HOUSE, PA 19477

4. TAX PARCEL #: 39-00-00265-00-2 TAX MAP ID #: 39008 025

5. SOURCE OF TITLE: DEED BOOK 5508, PAGE 119

6. LOT AREA: 29,099 S.F./0.668 ACRE (GROSS)

11,472 S.F./0.263 ACRE (NET OF R/W)

7. THIS MAP AND SURVEY WERE PREPARED FROM INFORMATION OF RECORD, FURNISHED AND/OR OBTAINED, TOGETHER WITH EVIDENCE FOUND ON THE GROUND. THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC... OF RECORD.

8. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC... OF RECORD.

9. CONTOURS PLOTTED FROM FIELD RUN TOPOGRAPHIC SURVEY BY HOWELL SURVEYING, L.L.C.. DATUM: NAVD 88 (COMPUTED USING GEOID18) & NAD 83 (2011) (EPOCH:2010.0000) (AS DETERMINED BY GPS OBSERVATION), SITE BENCH = SANITARY MANHOLE RIM LOCATED IN THE CUL-DE-SAC OF OLD BETHLEHEM PIKE, ELEVATION= 286.75', CONTOUR INTERVAL: 2 FEET.

10. UNDERGROUND UTILITIES SHOWN WERE PLOTTED FROM OBSERVABLE EVIDENCE AT THE TIME OF SURVEY AND INFORMATION FROM PLANS SUPPLIED BY UTILITY COMPANIES. NO GUARANTEE IS MADE THAT UNDERGROUND UTILITIES ARE ACCURATELY OR COMPLETELY SHOWN HEREON.

11. THE VARIABLE WIDTH RIGHT-OF-WAYS WERE TAKEN FROM REFERENCE PLAN #3.

12. THIS PROPERTY IS LOCATED WITHIN FLOOD HAZARD ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR MONTGOMERY COUNTY, PA. MAP NO. 42091C0286G, PANEL 286 OF 451, DATED MARCH 2, 2016.

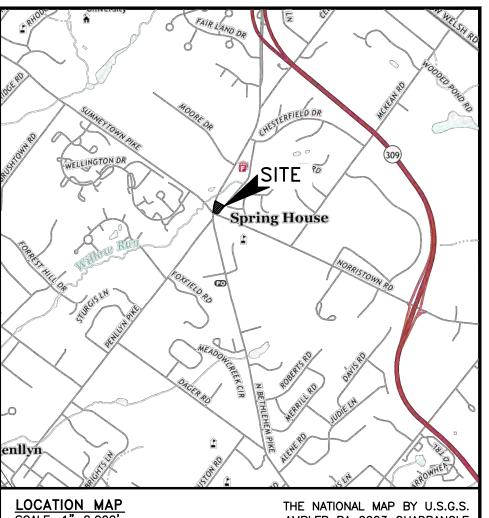
ZONING	DATA:	

DESCRIPTION	REQUIREMENT	EXISTING	PROPOSED
§1285.02 PERMITTED USES & MINIMUM LOT AREA 1 2	87,120 S.F. OR 2.0 ACRES	11,472 S.F. OR 0.263 ACRES	11,472 S.F. OR 0.263 ACRES
§1285.03(A) MINIMUM LOT AREA <sup>2</sup>	20,000 S.F. OR 0.4591 ACRES	11,472 S.F. OR 0.263 ACRES	11,472 S.F. OR 0.263 ACRES
§1285.03(B) MINIMUM LOT WIDTH <sup>3</sup>	100 FT.	151 FT. (BETHLEHEM) 51 FT. (NORRISTOWN) 119 FT. (OLD BETHLEHEM)	151 FT. (BETHLEHEM) 51 FT. (NORRISTOWN) 119 FT. (OLD BETHLEHEM)
BUILDING SETBACKS:			
§1285.04(A) MINIMUM FRONT YARD <sup>1 3 4</sup>	30 FT.	37.4 FT. (BETHLEHEM) 40.7 FT. (NORRISTOWN) 11.9 FT. (OLD BETHLEHEM)	23.3 FT. (BETHLEHEM) 68.1 FT. (NORRISTOWN) 5.0 FT. (OLD BETHLEHEM)
§1285.04(B) MINIMUM SIDE YARD (EACH) 1	30 FT.	33.4 FT.	5.0 FT.
§1285.04(C) MINIMUM REAR YARD <sup>1</sup>	50 FT.	N/A	N/A
§1285.04(D) SETBACK FROM RESIDENTIAL DISTRICT <sup>1</sup>	100 FT.	N/A	N/A
§1285.05(A) BUILDING COVERAGE <sup>1 2</sup>	20%	11.29% (1,295 S.F.)	13.15% (1,509 S.F.)
§1285.05(B) IMPERVIOUS COVERAGE <sup>1 2</sup>	50%	91.6% (10,514 S.F.)	93.0% (10,673 S.F.)
§1285.06(A) BUILDING HEIGHT	30 FT. (2 STORIES)	<30 FT. (1 STORY)	<30 FT. (1 STORY)
§1285.07(B) PARKING SETBACK <sup>1 4</sup>	20 FT. (REAR/SIDE) 25 FT. (FRONT)	UNKNOWN	0.0 FT.
§1285.08(B) GROSS BUILDING FLOOR AREA	4,000 S.F.	1,295 S.F.	1,509 S.F.

1 COMBINATION USE OF GASOLINE SERVICE STATION AND SALE OF FOOD AND/OR CONVENIENCE ITEMS

<sup>2</sup> MEASURED FROM LEGAL R/W

<sup>3</sup> SUBJECT PROPERTY IS LOCATED ON THE CORNER OF THREE STREETS. LOT WIDTH & FRONT YARD SETBACKS MUST BE APPLIED TO ALL SIDES ABUTTING A STREET.



AMBLER PA 2023 QUADRANGLI

Bell, PA (610)—: rblue@ ine Blue fay



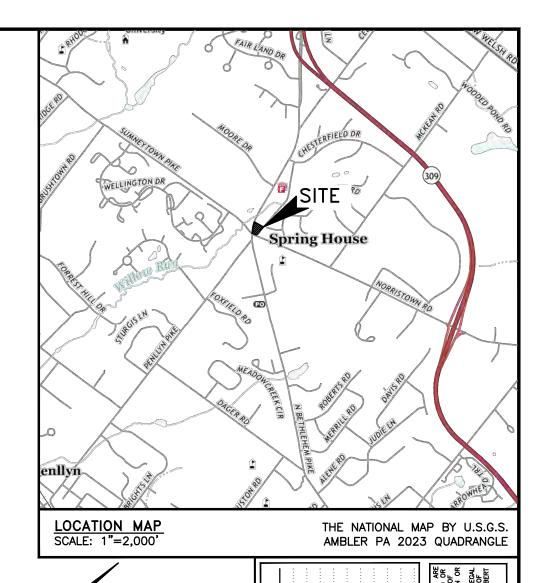
 DRAWN BY:
 CHECKED BY:
 SCALE:
 1"=20"

 DATE:
 2025-04-01
 JOB NUMBER:
 252-5
 SHEET NUMBER:

 2 of 7







**AERIAL PLAN NOTES:** 

2. SUBJECT PROPERTY:

3. THE INTENT OF THIS PLAN IS TO SHOW THE SURROUNDING PROPERTIES TO THE EXISTING GAS STATION.

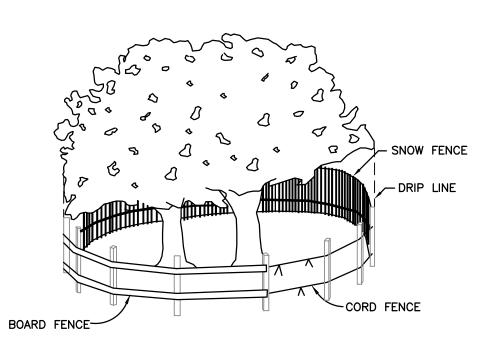
AERIAL IMAGE SHOWN TAKEN FROM "PASDA — PENNSYLVANIA SPATIAL DATA ACCESS".

1100 N. BETHLEHEM PIKE SPRING HOUSE, PA 19477



# SHRUB PLANTING DETAIL

NOTES: MULCH SHALL BE DOUBLE GROUND HARDWOOD BARK MULCH OR APPROVED EQUAL.



## FENCING AND ARMORING:

(PLATE 1.85B): ANY DEVICE MAY BE USED WHICH WILL EFFECTIVELY PROTECT THE ROOTS, TRUNK AND TOPS OF TREES RETAINED ON THE SITE. HOWEVER, TREES TO BE RETAINED WITHIN 40 FEET OF A PROPOSED BUILDING OR EXCAVATION SHALL BE PROTECTED BY FENCING. PERSONNEL MUST BE INSTRUCTED TO THE DEVICES. DEVICES. THE DEVICES DESCRIBED ARE SUGGESTED ONLY, AND ARE NOT INTENDED TO EXCLUDE THE USE OF OTHER DEVICES WHICH WILL PROTECT THE TREES TO BE RETAINED.

A. SNOW FENCE — STANDARD 40 INCH HIGH SNOW FENCE SHALL BE PLACED AT THE DRIPLINE OF TREES TO REMAIN ON STANDARD STEEL POSTS SET 6 FEET APART.

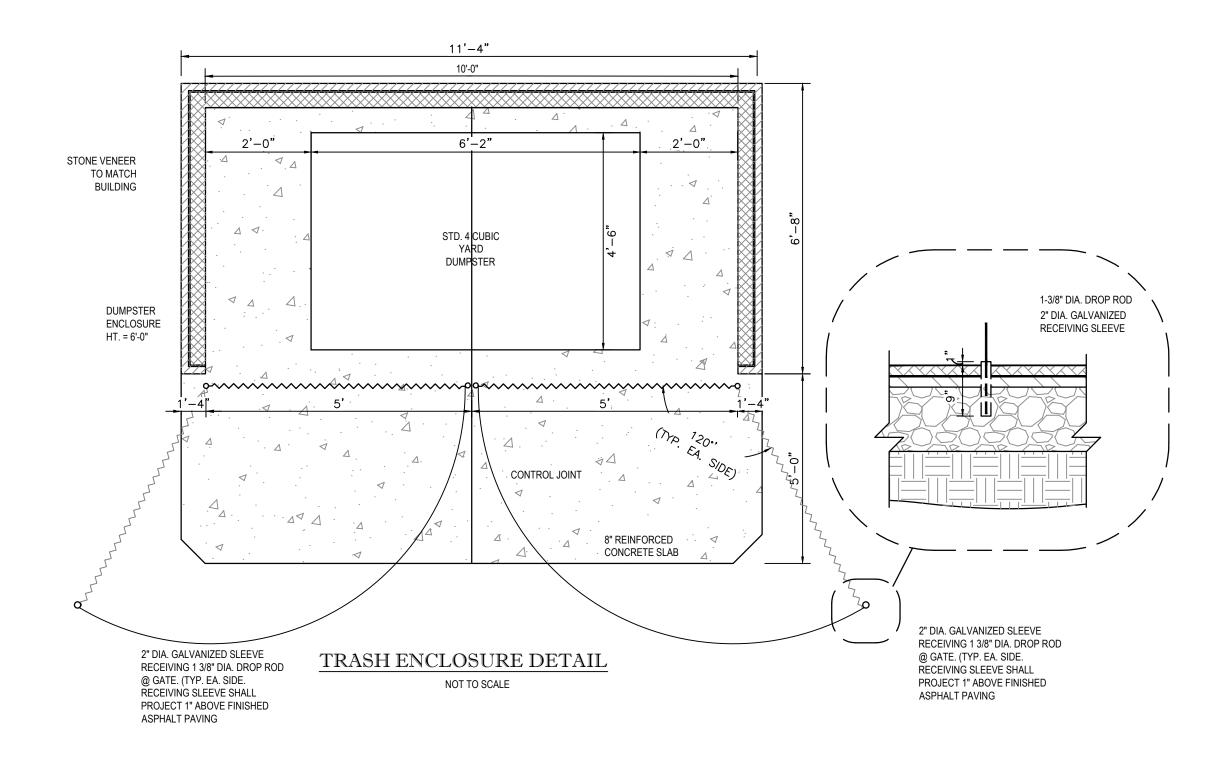
B. BOARD FENCE — BOARD FENCING CONSISTING OF 4—INCH SQUARE POSTS SET SECURELY IN THE GROUND AND PROTRUDING AT LEAST 4 FEET ABOVE THE GROUND SHALL BE PLACED AT THE LIMITS OF CLEARING WITH A MINIMUM OF TWO HORIZONTAL BOARDS BETWEEN POSTS. IF IT IS NOT PRACTICAL TO ERECT A FENCE AT THE DRIP LINE, CONSTRUCT A TRIANGULAR FENCE NEARER THE TRUNK. THE LIMITS OF CLEARING WILL STILL BE LOCATED AT THE DRIP LINE, SINCE THE ROOT ZONE WITHIN THE DRIP LINE WILL STILL REQUIRE

C. CORD FENCE — POSTS WITH A MINIMUM SIZE OF 2 INCHES SQUARE OR 2 INCHES IN DIAMETER SET SECURELY IN THE GROUND AND PROTRUDING AT LEAST 4 FEET ABOVE THE GROUND SHALL BE PLACED AT THE LIMITS OF CLEARING WITH TWO ROWS OF CORD 1/4 INCH OR THICKER AT LEAST 2 FEET APART RUNNING BETWEEN POSTS WITH STRIPS OF COLORED SURVEYOR'S FLAGGING TIED SECURELY TO THE STRING AT INTERVALS NO GREATER THAN 3 FEET.

## **EQUIPMENT OPERATION AND STORAGE:**

HEAVY EQUIPMENT, VEHICULAR TRAFFIC, OR STOCKPILES OF ANY CONSTRUCTION MATERIALS INCLUDING TOPSOIL SHALL NOT BE PERMITTED WITHIN THE DRIP LINE OF ANY TREE TO BE RETAINED. TREES BEING REMOVED SHALL NOT BE FELLED, PUSHED OR PULLED INTO TREES BEING RETAINED. EQUIPMENT OPERATORS SHALL NOT CLEAN ANY PART OF THEIR EQUIPMENT BY SLAMMING IT AGAINST THE TRUNKS OF TREES TO BE

TREE PROTECTION FENCING DETAIL NOT TO SCALE



blu (in e e r s, Blue Bell, fax: (61 email: rb

PREPARED FOR
PROPERTIES, LLC
N. BETHLEHEM PIKE
HOUSE, PA 19477

 DRAWN BY:
 CHECKED BY:
 SCALE:
 1"=20'

 DATE:
 2025-04-01
 JOB NUMBER:
 5 of 7



THE NATIONAL MAP BY U.S.G.S. AMBLER PA 2023 QUADRANGLE





2099 QUAKER POINTE DRIVE DATED AUGUST 2015

2099 QUAKER POINTE DRIVE DATED APRIL 1, 2025 QUAKERTOWN SUNOCO - BEFORE & AFTER EXHIBIT 1100 N. BETHLEHEM PIKE

1100 N. BETHLEHEM
LOWER GWYNED TOWN:
MONTGOMERY COUN'
PENNSYLVANIA
PREPARED FOR

ngineers, p.c.
Pike, Blue Bell, PA 19422
-9441 fax: (610)-277-9897
om email: rblue@robertblue.com

**To:** Board of Supervisors

From: John L. Farrell, Project Manager & EMC

**Date:** August 22, 2025

**Re:** Forest Evaluation and Strategic Management Plan

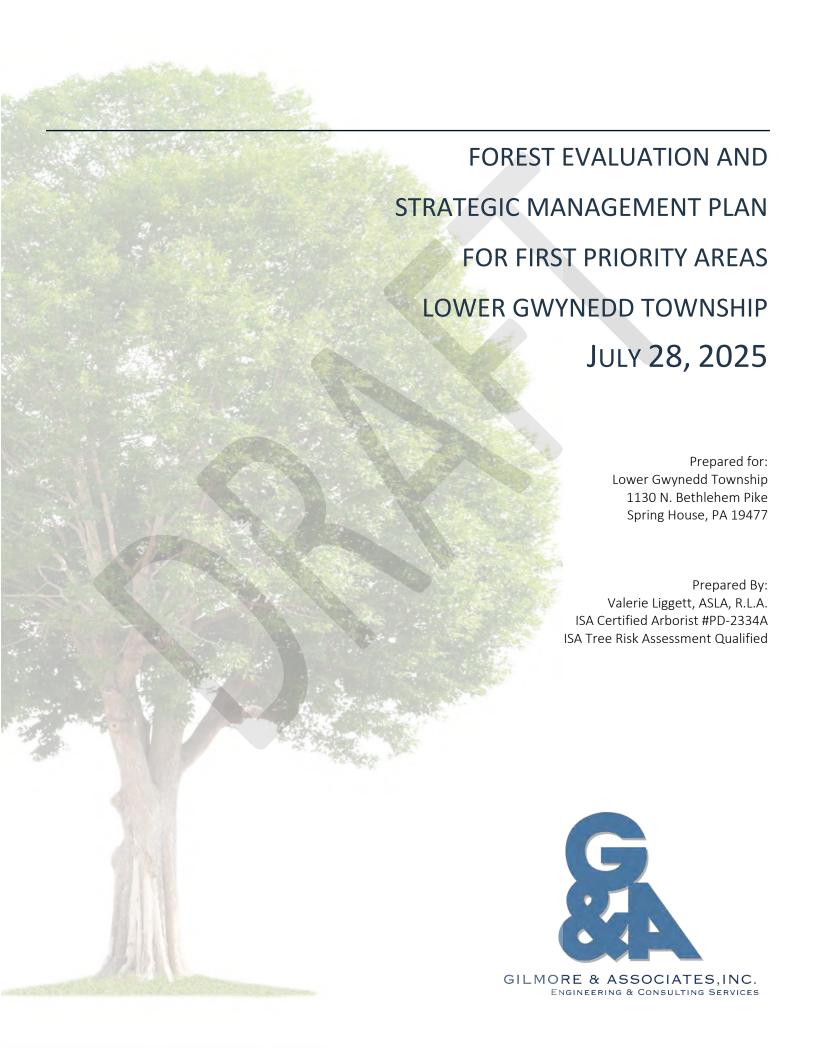


# Recommended action: Approve the Forest Evaluation and Strategic Management Plan for First Priority Areas prepared by Gilmore & Associates dated July 28, 2025.

The Township has received fees in lieu of planting trees from some land development projects in recent years. Last summer, the Board of Supervisors authorized preparation of a strategic plan to utilize these funds in an effective manner, and to develop a priority list for future planting projects. The final draft of that plan is attached and has two primary components:

- 1. Evaluation of select wooded areas owned by the Township The Gilmore team visited a selection of Township-owned sites and evaluated the ecological health of each area, identifying areas where maintenance activities should occur (such as the removal of dead ash trees or invasive species), and opportunities for planting additional trees.
- 2. Development of a strategic plan to prioritize the use of funds The Gilmore team worked with Township staff to formulate a list of goals for the strategic plan, prioritize work from the initial site evaluations, and come up with criteria for developing a work list for tree-related projects moving forward. Township staff will utilize the list to determine which projects may be undertaken in-house, and which may be better suited for bidding. The list may also be useful to guide developers to priority areas for forestation, so that they may directly execute projects rather than provide fees. Staff is developing a Traisr work order form to assist with implementation.

Draft versions of the plan were be presented to the Environmental Advisory Council and Parks & Recreation Board for input.



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#### SUMMARY AND PURPOSE

In order to enable Lower Gwynedd Township to effectively manage forested areas along trails within the Township for the purposes of reducing liability, expanding forest cover, improving forest health, and developing and implementing policy regarding work prioritization and the expenditure of tree bank funds, the following report has been prepared. Evaluations within this report are focused on each of the 6 First Priority Areas selected by Lower Gwynedd Township. Included in this report are the following:

- Assessments of each of the First Priority Areas selected by Lower Gwynedd Township, which include a summary evaluation of each of the woodland areas and discussion of primary issues of concern.
- Recommendations for strategies for the Township to effectively manage, care for, and expand the woodland areas evaluated.
- Recommended priority rankings for tree removal and replanting, as recommended to be implemented through Traisr.
- Tree bank Expenditure recommendations for First Priority Areas which indicate high, medium and low priority recommendations for projects to address liability issues, maintain forest health, and generate healthy forest habitat.
- o Recommended tree bank expenditure policy for areas other than First Priority Areas.
- o Invasive species management and planting site maintenance recommendations.

#### PROJECT LIMITATIONS

This is an evaluation of trees on selected Township-owned properties. Only trees within view of an accessible trail were evaluated during the preparation of the report. Evaluations were performed from ground-level; only defects or issues visible from ground level at the time of assessment were able to be evaluated. Defects may be present in trees that were not able to be viewed from this perspective at the time of assessment. Some areas of the properties could not be accessed at the time of observation. Issues found on private lots were referred to Code Enforcement.

### FIRST PRIORITY AREAS

As requested by Lower Gwynedd Township, the following trail segments were identified as First Priority Areas to be evaluated as part of this Forest Evaluation and Strategic Management Plan:

- Dager Road Trail
- Penn Oak Trail
- Trewellyn Trail (Estates and Reserve sections)
- Meadowcreek/Foxfield Equestrian Trail Easement
- Centennial Trail
- Pen Ambler Park

#### OBSERVATIONS AND RECOMMENDATIONS - DAGER ROAD TRAIL

The section of the Dager Road Trail that was evaluated runs from the trailhead across Dager Road from Bethlehem Baptist Church to the western Wissahickon High School parking lot. Extensive hazardous tree removal has been conducted since the initial site evaluation in September of 2024. Trees ages range from sapling to mature, but the majority of trees are estimated to be in the 16"-24" caliper size range, indicating a uniformity to the age of the woods in this area and poor forest structure. The area owned and maintained by the Township consists of a narrow strip along the length of the trail, with a meadow area preserved by the Natural Lands Trust lying to the south along a large portion of the trail. Tree species are predominantly Maple and dead/dying Ash (since removed), with some Oak, Beech, Walnut and Elm, indicating limited diversity. Understory vegetation ranges from dense invasive growth (Honeysuckle, Wineberry) to sparse growth within more shaded areas, and vine growth is notable in areas where canopy gaps from fallen or standing dead trees permit growth. Where present, this invasive growth limits the growth of more desirable native species. This area generally lacks both species and age diversity of trees, and where dense understory growth is present it is dominated by invasives, which all contribute to stunted regeneration of the forest area. Of primary concern for this trail segment at the time of evaluation was the number of hazardous trees, many of which consisted of standing dead Ash trees or other trees with significant structural or health issues. These trees have since been removed.



**Dead Ash Trees** 



Open understory areas



Invasive understory growth along trail near trailhead



Adjacent Natural Lands Trust preserved property



Tree removal work on Dager Rd. Trail

#### Recommendations:

- O An estimated 60-70 hazardous trees have been removed from along the trail. An annual evaluation should be conducted thereafter to determine if additional removals or other tree work would be advisable for this trail segment. Regarding any additional tree removal, where tree parts are small enough to chip, chips should be spread within the surrounding wooded areas. Stumps should be left in place to decompose. Some larger tree parts should be left in place to decompose, so long as large piles of logs are not created.
- O Due to the confined nature of the woodlands corridor along this trail segment, and the relatively confined location of dense stands of invasive understory species, this may be a good location for selective invasives removal and supplementary shrub and tree understory planting within more shaded areas which currently lack understory growth. Planting of shade-tolerant native species within more open, shaded understory areas would require relatively little removal of invasives.
- Vine removal should be addressed in areas where it is an issue by cutting the vines at approximately 1' above ground level and returning several times during the next few growing seasons to re-cut new growth until the vines have used up their reserve energy and have died.
- o Some understory clearing at the trailhead across from Bethlehem Baptist Church may be advisable for the purposes of improving sight lines at this access point.
- o Benches and interpretive signage regarding the adjacent Natural Lands Trust meadow area, as well as new understory plantings, could be provided along this trail segment.



#### OBSERVATIONS AND RECOMMENDATIONS — PENN OAK TRAIL

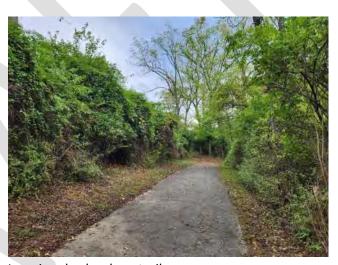
The Penn Oak Trail segments evaluated are located throughout the Penn Oak neighborhood. Tree ages range from sapling to mature, but most are estimated to be within the 16"-24" caliper size range, indicating a uniformity to the age of woods in this area and poor forest structure. There are also notably large areas dominated by invasive shrubs and vines, which effectively compete against and outgrow more desirable native species. Tree species include Walnut, Catalpa, dead and dying Ash trees, Maples, Oaks, and a variety of residential landscaping which backs up to the trail. Species vary throughout the site based on site conditions, but these are the dominating species. The shrub understory is dominated by invasives including Honeysuckle and Multiflora Rose, demonstrating poor forest structure. A large number of hazardous trees exist throughout this area, including trees exhibiting decay and dead and dying Ash trees. Of note is a large area of dead/dying Ash at the northern end of the trail, along the northern boundary of the Penn Oak neighborhood. The healthiest wooded area can be found east of the bend in Penn Oak Rd. South where trail cross through this large wooded area. Even so, there are a number of hazardous trees in this location that should be removed. This area generally lacks both species and age diversity of trees, and where dense understory growth is present it is dominated by invasives, which all contribute to stunted regeneration of the forest area. Of primary consideration for this trail should be reforestation efforts.



**Dead Ash Trees** 



Potential planting area



Invasive shrubs along trail



Potential planting area

#### Recommendations:

- o Removal of hazardous trees along this trail should be top priority, due to the significant potential for failure of many of these trees. An estimated 50 trees along this trail present significant risk and should be removed as soon as possible. An annual evaluation should be conducted thereafter to determine if additional removals or other tree work would be advisable for this trail segment. Where tree parts are small enough to chip, chips should be spread within the surrounding wooded areas. Stumps should be left in place to decompose. Some larger tree parts should be left in place to decompose, so long as large piles of logs are not created.
- Several relatively open potential replanting areas are highlighted in the map accompanying this report. This would be contingent upon a lack of utility structures or other conflicts. Some are within more manicured areas where lawn is currently maintained; others are in areas that are relatively free of trees, shrubs, and most importantly the invasive shrub layer.



#### OBSERVATIONS AND RECOMMENDATIONS — TREWELLYN TRAIL

These trail sections are located within the Trewellyn subdivision, specifically within the Estates and Reserve sections. Much of the length of the trail is dominated by invasive understory vegetation, most of which consists of Honeysuckle and vines such as Grape and Wisteria. These vines have strangled a number of trees, and the Honeysuckle growth is dense enough to restrict the growth of desirable native species. A wide range of tree sizes exist on the site from saplings to 36" +/- DBH (diameter at breast height). However, the majority of trees on the site appear to trend toward the younger side, maxing out at 18-20" in diameter. This indicates uniformity to the age of the woodlands, and therefore poor forest structure. The trails wrap around the Estates and Reserve sections of the neighborhood, and connect to the adjacent shopping center. Tree species primarily include Oak, Maple and some dead Ash. There appears to be a greater concentration of Oak trees at this site than in other locations that were evaluated. The site lacks species and age diversity of trees, and due to dominant invasives regeneration is limited.



Tree with strangling vines



Potential understory planting location



Honeysuckle growth along trail



Potential understory planting location

#### Recommendations:

- o Removal of hazardous trees along these trail segments should be top priority, due to the significant potential for failure of many of these trees. An estimated 25-35 trees along this trail present significant risk and should be removed as soon as possible. An annual evaluation should be conducted thereafter to determine if additional removals or other tree work would be advisable for this trail segment. Where tree parts are small enough to chip, chips should be spread within the surrounding wooded areas. Stumps should be left in place to decompose. Some larger tree parts should be left in place to decompose, so long as large piles of logs are not created.
- o Several potential planting/reforestation areas are highlighted on the accompanying map. One is located within a wooded area where invasive understory vegetation is sparse, and therefore shade-tolerant native understory species would have a chance at success. The second is adjacent the intersection of Tintern Drive and N. Bethlehem Pike, where additional buffering could be provided between the neighborhood and N. Bethlehem Pike. The third is also between a cul-de-sac and N. Bethlehem Pike, where the wooded area is more open and therefore understory plantings such as shrubs would have a better chance at survival.
- O Due to the large amount of invasive shrubs on the site, wholesale removal would not be practical, feasible, or fiscally advisable. However, focus could be placed on the removal of vines that are strangling trees on the site. Vine removal should be addressed in areas where it is an issue by cutting the vines at approximately 1' above ground level and returning several times during the next few growing seasons to re-cut new growth until the vines have used up their reserve energy and have died.

### OBSERVATIONS AND RECOMMENDATIONS - MEADOWCREEK/FOXFIELD EQUESTRIAN TRAIL

This is a natural, dedicated pedestrian/equestrian trail. At the time of evaluation, the easement was staked and vegetation within the staked easement was evaluated. In many locations where the easement backs up to other properties, there is encroachment by neighbors in the form of mowing, vegetation clearing, fencing, and landscaping. Only 10 or so hazardous trees were found within the easement itself; most trees of concern were noted on adjacent properties, and these concerns, along with encroachment issues, will need to be addressed with adjoining property owners. As with other evaluated trail locations, invasive vegetation in the form of Honeysuckle and Burning Bush shrubs was found in locations where the easement passes through wooded areas adjacent Penllyn Creek and the accompanying floodplain and wetlands, and Japanese Stiltgrass was found throughout the herbaceous layer. Bamboo has been planted on several properties and was noted to be encroaching the easement. Trees are predominantly Maple, and range in size from sapling to approximately 36" in diameter, with the majority ranging in size from 16-24" diameter. While there are a range of tree sizes, the woods appear to be fairly uniform in age. Due to this factor and accompanying invasive shrub growth, woodland structure is poor and diversity of species is extremely limited. While not particularly dense, the invasive shrub understory does limit the growth of desired native species. This may be an opportunity for selective invasives removal and replanting with more desirable native species, as the limited acreage for this easement would make management much more practical. Primary concerns appear to be encroachment by neighbors and hazardous trees on properties adjoining the easement, as well as invasive species and forest regeneration.



Wooded area adjacent Penllyn Creek



Fencing encroachment within easement



Bamboo encroaching easement



Fencing encroachment within easement

#### Recommendations:

- o Removal of hazardous trees along this trail segment should be top priority, due to the significant potential for failure. Approximately 10 trees within the easement should be removed. These trees are located near property lines with adjoining neighbors. Coordination will be necessary with adjoining homeowners to remove hazardous trees on Township properties, along with encroaching fencing and vegetation. Where tree parts are small enough to chip, chips should be spread within the surrounding wooded areas. Stumps should be left in place to decompose. Due to the limited width of the easement, trunks that are not able to be chipped may need to be hauled off-site.
- Due to more sparse understory growth and the small acreage of this site, this may be a good location for selective invasives removal and supplementary shrub and tree understory planting within more shaded areas which currently lack healthy understory growth.

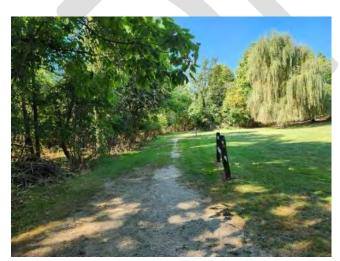


#### OBSERVATIONS AND RECOMMENDATIONS — CENTENNIAL TRAIL

This trail section runs from trailheads at Kingsley Ct. and Red Barn Road south until it intersects with Old Bethlehem Pike. Trees range in size from sapling to very large (36"+) indicating a good variation in tree age and forest structure throughout the site and the potential for regeneration. As with other sites evaluated in the Township, the understory is dominated by invasive species (primarily honeysuckle) and in one location bamboo is encroaching from an adjacent property. These invasive shrubs leave very little open understory along the trail. Trees along this trail segment appear to be healthier than at other trail sections evaluated, but removal of 15-20 hazardous and declining trees is still recommended. Tree species include predominantly Oak and Maple, with some White Pine, Walnut, and dead/dying Ash. Species diversity on the site is limited. As with other locations, vine growth presents an issue. However, of primary concern in this location is encroachment onto Township property by residents whose properties back up to the Township-owned parcels where the trail is located. Instances of residents mowing and clearing on Township property, landscaping, and depositing yard waste were noted frequently. There are a number of hazardous trees located along adjoining property lines that were not evaluated in preparation of this report. These trees should be evaluated separately.



Encroachment by neighbors



Neighbor maintaining lawn on Township property



Large dead tree, vine growth, and invasives



Township property cleared by neighbor



Yard waste deposited by neighbors

#### Recommendations

- o As with other trail segments evaluated, removal of hazardous trees should be top priority, for safety reasons. An estimated 15-20 trees along this trail present significant risk and should be removed as soon as possible. An annual evaluation should be conducted thereafter to determine if additional removals or other tree work would be advisable for this trail segment. Where tree parts are small enough to chip, chips should be spread within the surrounding wooded areas. Stumps should be left in place to decompose. Some larger tree parts should be left in place to decompose, so long as large piles of logs are not created.
- o A clear delineation of the property boundaries between the Township property and neighbors is recommended. Following a survey of the property boundaries, delineation of the property corners could be made by the planting of small shade trees or large shrubs at each of the property corners.
- Vine removal should be addressed in areas where it is an issue by cutting the vines at approximately 1' above ground level and returning several times during the next few growing seasons to re-cut new growth until the vines have used up their reserve energy and have died.

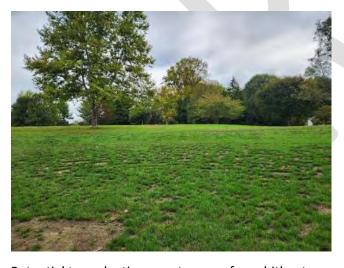
#### OBSERVATIONS AND RECOMMENDATIONS - PEN AMBLER PARK

The area requested to be evaluated is the trail loop surrounding the amphitheater. No necessary tree removals or hazardous trees were noted with the exception of five (5) Ash trees, 2 of which have been removed since the site evaluation was conducted in October of 2024. Landscaping consists primarily of managed park landscaping including ornamental trees and shrubs, and would not necessarily be classified as a woodland area. A goal for this area would be the strategic planting of additional trees and shrubs.

Areas for potential planting are limited due to the nature of the amphitheater, which needs clear sight lines from viewing areas. The attached plan notes potential locations for the planting of 2-3 additional shade trees to the rear of the lawn seating area, as well as a location for shrubs which could serve as a 'backdrop' to the amphitheater stage.



Amphitheater



**Amphitheater** 



Potential tree planting area to rear of amphitheater

Dying Ash tree

#### Recommendations:

- o Plant ornamental shrubs to the rear of the amphitheater stage
- Remove remaining three (3) dead/dying Ash trees
- Plant 2-3 additional shade trees behind amphitheater lawn seating area

#### RECOMMENDED PRIORITY RANKINGS FOR TREE REMOVAL AND REPLANTING

#### **Tree Removal**

The following evaluation criteria are recommended to be used in the evaluation of individual trees and groups of trees within public properties in the Township, to determine priority for removal. The Township should consider generating the reports through Traisr, which is already in use in the Township for tracking work orders. Reports should be entered as preliminary and verified by senior staff as a second step. Reports should be exportable, sortable by priority, and marked for status (verified, complete, etc.)

All tree reports should collect the tree(s) location, species, and estimated height. A notes field should be available to enter other pertinent details.

#### Priority 1 - Remove

Trees or branches that are within striking range of populated locations or structures, could impact a utility, and /or are part of a verified complaint from a resident. They may have the following conditions:

- a. Disease is present which will likely result in death and/or spread to other trees
- b. Tree(s) are dead
- c. Decay or signs of decay observed in roots, root flare, trunk, or large branches
- d. Root uplift, splitting, or other condition indicating imminent failure
- e. Struck by lighting, wind, ice, or other significant damage

Priority 1 trees should be divided into the following designations, which will be determined by staff on a case-by-case basis:

- i. 1A Township staff can remove
- ii. 1B Contractor or additional equipment needed for removal
- iii. 1C Work referred to appropriate utility company

#### Priority 2 – Monitor

Trees that are not located near populated locations or structures, and may have the following conditions:

- f. Large codominant stems, included bark, or other indicators of poor connection between large stems/branches
- g. History of large limb or other failure
- h. Hanging branches present that cannot be addressed with pruning

#### Priority N/A – Trees that are verified to not require action

These are tree reports that have been verified to not require action, or are located on private property, in which case the report would be referred to code enforcement.

#### **Reforestation Opportunities**

The following evaluation criteria and ranking protocol is recommended for use in prioritizing replanting locations and projects:

- 1. The planting area is unencumbered by easements, underground or overhead utility lines, rights-of-way or other conflicts Y/N
- 2. The area available for planting is greater than 1 acre or multiple smaller planting areas are available close to each other Y/N
- 3. Minimal invasive species are present Y/N
- 4. Minimal site preparation is required Y/N
- 5. Planting in the location will provide improved habitat, soil stabilization, water quality improvements, or other ecological benefit Y/N
- 6. Revegetation or habitat needed Y/N

1st priority planting areas – 5 to 6 "Yes" answers

2<sup>nd</sup> priority planting areas – 3 to 4 "Yes" answers

3<sup>rd</sup> priority planting areas – 1 to 2 "Yes answers

#### TREE BANK EXPENDITURE RECOMMENDATIONS FOR FIRST PRIORITY AREAS

Following are recommended work items/projects that can be completed using tree tank funds, ranked in order of suggested priority based on addressing liability issues, maintaining forest health, and generating healthy forest habitat:

#### **Dager Road Trail**

- High Priority Items
  - Ongoing monitoring of tree health along the trail, with any additional removals needed prioritized according to the Tree Removal Priority Rankings outlined in the previous section of this report. Annual visual inspections should be conducted for five (5) growing seasons post tree removal, with spot evaluations performed thereafter as concerns are noted.
  - o Vine removal and subsequent removal of trees determined to be hazardous due to damage from vines.
  - o Understory clearing at trailhead for greater visibility.
- Medium Priority Items
  - Supplementary understory reforestation planting projects within open shaded areas along the trail, for the purposes of promoting forest health and developing habitat.
  - o Benches and interpretive signage adjacent the Natural Lands Trust meadow area.

#### **Penn Oak Trail**

- High Priority Items
  - o Removal of hazardous trees along the trail. Estimated 50 trees.
  - Ongoing monitoring of tree health along the trail, with any additional removals needed prioritized according to the Tree Removal Priority Rankings outlined in the previous section of this report. Annual visual inspections should be conducted for five (5) growing seasons post tree removal, with spot evaluations performed thereafter as concerns are noted.
- Medium Priority Items
  - Tree, shrub and seed mix reforestation planting for forest regeneration and habitat development.
     Potential planting areas include those shown on the trail map accompanying this report, and the large area of dead ash trees indicated on the trail map (upon removal of those trees.)

#### **Trewellyn Trail**

- High Priority Items
  - Removal of hazardous trees along the trail. Estimated 25-35 trees.
  - Ongoing monitoring of tree health along the trail, with any additional removals needed prioritized according to the Tree Removal Priority Rankings outlined in the previous section of this report. Annual visual inspections should be conducted for five (5) growing seasons post tree removal, with spot evaluations performed thereafter as concerns are noted.
  - o Vine removal and subsequent removal of trees determined to be hazardous due to damage from vines.

#### Medium Priority Items

 Tree, shrub and seed mix reforestation planting for forest regeneration and habitat development, including potential understory development. Potential planting areas include those shown on the trail map accompanying this report, and areas where hazardous tree removal has left larger open areas.

#### **Meadowcreek Equestrian Trail**

- High Priority Items
  - o Removal of hazardous trees along the trail. Estimated 10 trees.
- Medium Priority Items
  - Ongoing monitoring of tree health along the trail easement, with any additional removals needed prioritized according to the Tree Removal Priority Rankings outlined in the previous section of this report. Categorized as medium priority as no trail exists yet in this location. Annual visual inspections should be conducted just prior to and for five (5) growing seasons post trail construction, with spot evaluations performed thereafter as concerns are noted.
- Low Priority Items
  - Selective invasives removal and reforestation with native shade trees and shrubs for the purposes of regenerating healthy forest and habitat development.
  - Supplementary shrub and tree understory planting for healthy forest and habitat development.

#### **Centennial Trail**

- High Priority Items
  - Removal of hazardous trees along the trail. Estimated 15-20 trees.
  - Ongoing monitoring of tree health along the trail, with any additional removals needed prioritized according to the Tree Removal Priority Rankings outlined in the previous section of this report. Annual visual inspections should be conducted for five (5) growing seasons post tree removal, with spot evaluations performed thereafter as concerns are noted.
  - Vine removal and subsequent removal of trees determined to be hazardous due to damage from vines.
- Medium Priority Items
  - Delineate Township property boundaries and coordinate with neighbors.
  - o Small shade tree or large shrub plantings at property corners upon delineation of property boundaries.

#### **Pen Ambler Park**

- Medium Priority Items
  - o Remove remaining three (3) dead/dying Ash trees. These trees are located within the treeline and do not pose a high risk.
  - o Plant 2-3 additional shade trees behind amphitheater lawn seating area.
- Low Priority Items
  - o Ornamental shrub planting to the rear of the amphitheater.

#### RECOMMENDED TREE BANK EXPENDITURE POLICIES FOR OTHER AREAS

Following are recommended policies for expenditure of tree bank funds for other projects:

- For tree removal projects, work should be classified as Priority 1 as ranked through the prioritization process on Traisr.
- o Removal work should involve groups of five (5) trees or more.
- For reforestation projects, the location should be evaluated as a 1<sup>st</sup> or 2<sup>nd</sup> priority planting area per the reforestation opportunities evaluation criteria.
- Potential invasive species management projects should be in smaller to moderately-sized areas, maintainable long-term, and in areas where invasive species removal and replanting with native species will provide high ecological benefit.
- o Planting projects should "fill in" forest gaps or expand forest areas and provide habitat and ecology benefit.

#### RECOMMENDED TREE REMOVAL POLICIES AND PROCEDURES

Following are recommended policies and procedures for tree removal:

- o Where tree parts are small enough to chip, chips should be spread within surrounding wooded areas.
- o Stumps should be left in place to decompose.
- o Some larger tree parts should be left in place to decompose, so long as large piles of logs are not created.



#### INVASIVE SPECIES MANAGEMENT AND PLANTING SITE MAINTENANCE RECOMMENDATIONS

#### **Invasive Species Management**

Following are recommended steps for the management of invasive species within first priority trail areas:

- 1. Identify and map the infestations within areas prioritized for invasive species management. Identify invasive species to be removed within those areas. It is recommended that treatment areas be selected that are relatively isolated from large invasive species infestations, or constant treatment will likely be necessary to keep invasive species within the subject area managed.
- 2. Become familiar with the characteristics of the invasive species, proper identification, and effective methods of control. This information can be found in the Pennsylvania Department of Conservation and Natural Resources' Invasive Plant Fact Sheets, which can be found at the following link:
  - https://www.pa.gov/agencies/dcnr/conservation/wild-plants/invasive-plants/invasive-plant-fact-sheets.html
- 3. Minimize soil disturbance when conducting tree and other vegetation removal.
- 4. Determine desired methods of control:
  - a. Mechanical removal such as hand-pulling or digging, cutting/mowing, girdling or smothering
  - b. Chemical control through the use of herbicides
  - c. Biological control through use of natural predators or pathogens
- 5. Upon removal, properly dispose of plant parts as recommended in the Invasive Plant Fact Sheets.
- 6. Repeated treatments may be required for a number of years to effectively manage the infestation.
- 7. Regularly monitor the treated area for new growth or infestations and re-treat as needed.
- 8. Replace removed invasive species with native reforestation plantings.

#### **Reforestation Planting and Maintenance Recommendations**

Following are recommendations for planting and maintenance of reforestation plantings:

- 1. Consider planting shade trees at smaller sizes, such as 1" caliper in order to reduce the amount and length of time that watering will be required in order for the tree to become established. Smaller trees, because they require less time to become established, will grow at a faster rate than larger trees.
- 2. Provide trees with approximately 10 gallons of water per 1" DBH per week during the week, when no rain occurs, for the first two growing seasons. Irrigator bags may be used to provide slower irrigation that will soak into the ground, but these should be removed at the end of the summer so that rodents such as voles do not overwinter under them and girdle the trees. For trees 3" or larger, watering should occur for the first 3 growing seasons.
- 3. Use deer protection such as plastic mesh guards and organic deer repellent sprays such as Plantskydd on shrubs prior to leaf-out.
- 4. Maintain mulch over the root balls of the trees until they become established in order to reduce competition from herbaceous and other plants, and to protect tree trunks from mowing activities. Mulch should be maintained until a healthy canopy is established and mowing of the site is no longer required.
- 5. Do not use tree staking unless site or other conditions such as high winds mean the tree(s) may be unstable. Use of tree staking could inhibit bending and flexing of the tree, and therefore the development of trunk strength will be inhibited. Tree staking also makes mowing and other maintenance in reforestation or naturalized planting areas more difficult.

- 6. Use brightly colored flagging to mark the tops of trees and shrubs so that they are easily visible to maintenance crews mowing or performing other maintenance at the site. Use of biodegradable flagging is recommended so as not to girdle the trees but will need to be replaced every growing season.
- 7. During the growing season, monitor the site regularly for the growth of invasives, particularly of vines that could choke out plant material. Remove invasive vegetation/retreat the site as needed to effectively manage those invasive species. This may be necessary until a healthy forest canopy is established.
- 8. Mow herbaceous growth in the vicinity of the plant material once per year in order to reduce competition from less desirable plants, preferably in the late fall. If a seed mix is planted, follow the seed manufacturer's maintenance instructions.
- 9. Upon establishment of tree and shrub plantings, continue to perform annual mowing and invasive species monitoring and removal until a healthy canopy has been established.
- 10. Once moving has ceased, monitor the site annually for new invasive species infestations and treat as needed.



#### **QUALIFICATIONS**

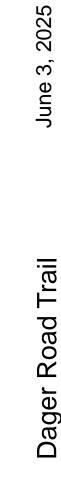
Valerie Liggett is a Registered Landscape Architect with 20 years' experience and has been an ISA Certified Arborist® since 2014 with TRAQ qualification since 2016. She is an experienced arboriculture consultant providing services including Tree Risk Assessments, tree inspections, tree protection plan preparation and review, preparation of shade tree ordinances, consultation with Shade Tree Advisory Commissions, and species recommendations.



### APPENDIX I — TRAIL MAPS



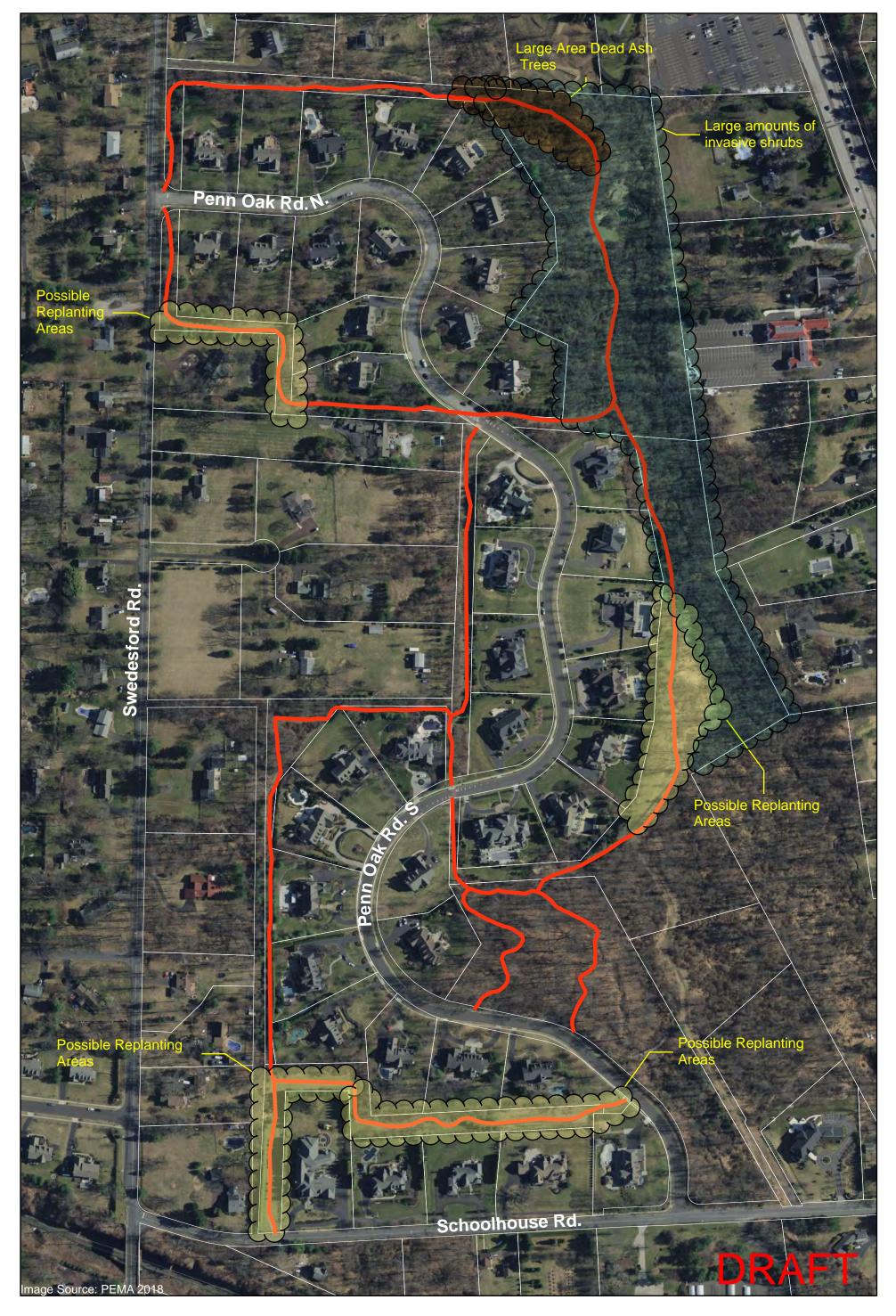




160 feet

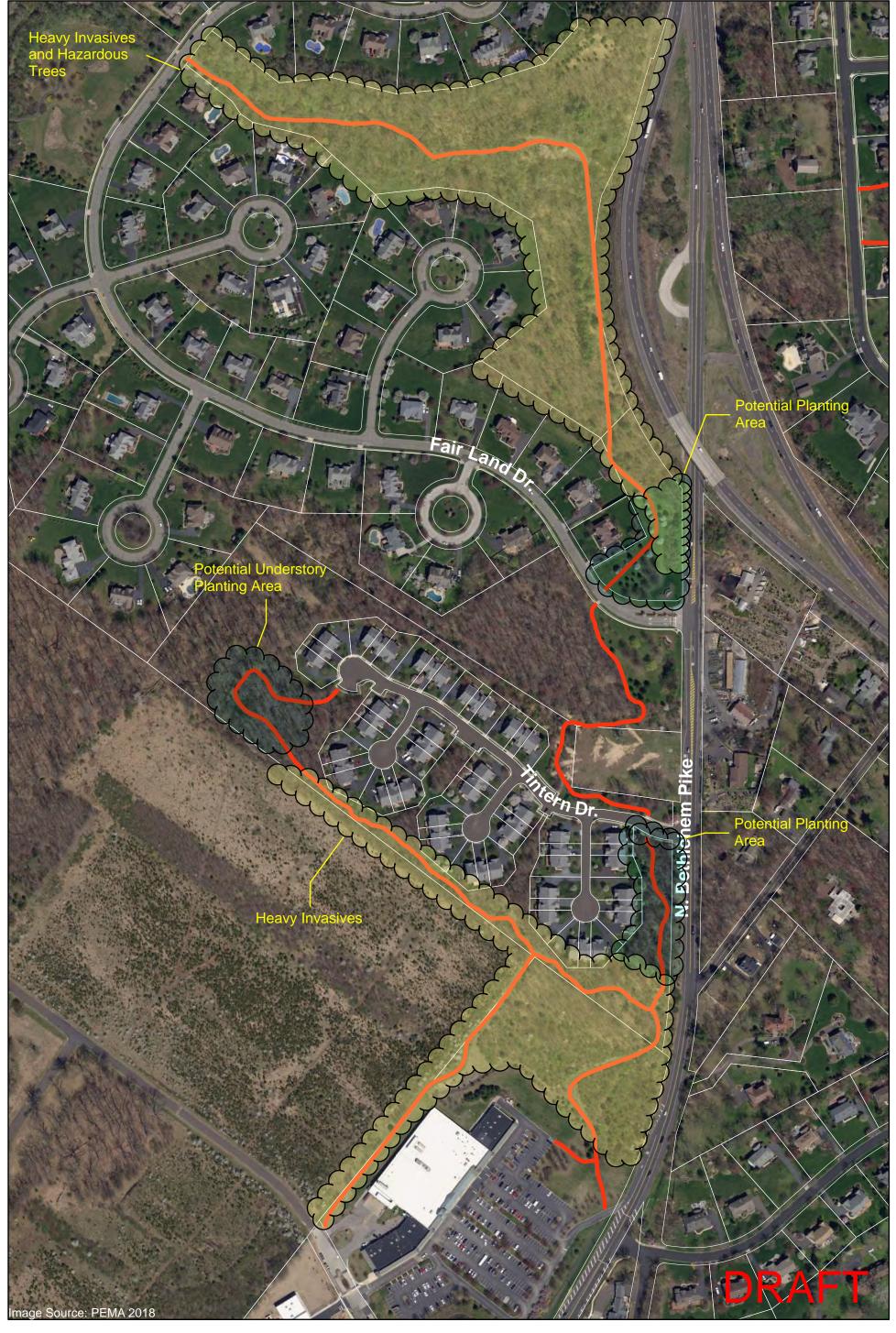
1 inch = 1





1 inch = 220 feet 0 110 220 440 Feet

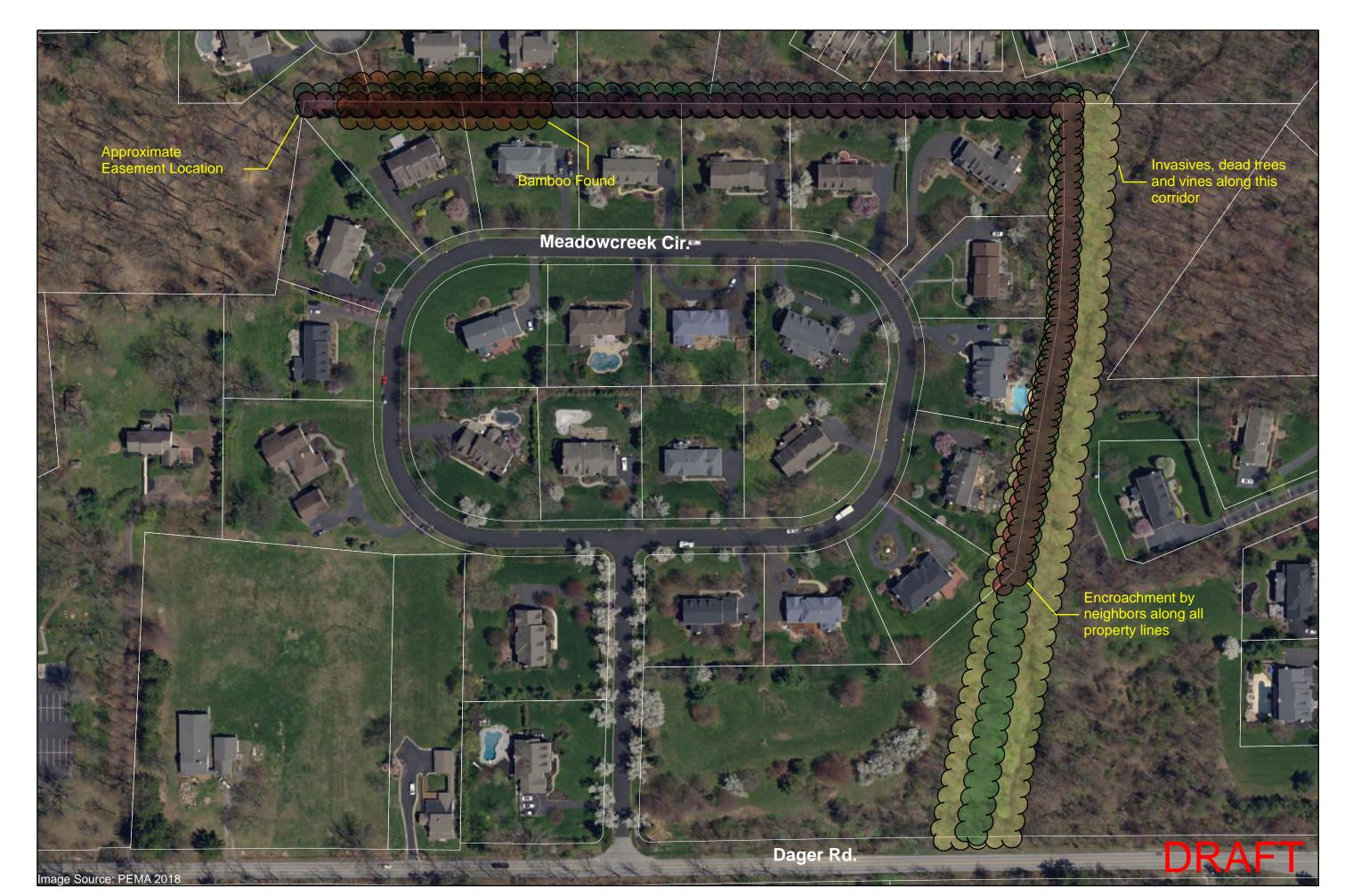




1 inch = 250 feet 0 125 250 500 Feet

Trewellyn Trail Estates and Reserve









June 3, 2025

1 inch = 50 feet





### Memo

To: Board of Supervisors

Mimi Gleason, Township Manager

From: Sandi Feight, Recreation Director

Date: August 22, 2025

Re: Clarification on Tree Giveaway



Recommended action: Provide feedback to staff about limitations, if any, on HOAs receiving free trees for open space area, as well as an alternative way to assist HOAs with reforestation

The EAC has been holding the Tree Giveaway for three successful years. One open issue — whether Homeowner Associations can take a large quantity of trees through this event — has been discussed but not decided.

There have been neighborhood developments where residents will get trees for their open space to plant. This practice adds to the tree canopy, however, with the number of trees that are being planted there then would be limited diversity in the species being planted, creating a monoculture planting in those regions. You can see in Traisr the locations of the trees that have been distributed over the years.

I would like to suggest that the EAC work with HOA's who are looking to plant trees in their open space and connect them with Philadelphia Horticultural Society (PHS), who the Township gets bareroot trees from, or work with the Tree Authority, where most of the trees in the giveaway come from, to get a different selection of trees that will not create a diversity of plant species as recommended in the Forest Evaluation.

NOTE: While the Forest Evaluation was underway, I discussed with Val Liggett from Gilmore and Associates her concern about repeatedly using the same types of trees for the Tree Giveaway. She recommended looking at some other trees in the future, to decrease the chances of future loss of a sizable number of trees in the same area due to blight or disease.

Prior to registration for the Tree Giveaway opening on September 1<sup>st</sup>, some clarification from the Board about HOA's getting trees for their open space would be helpful.

## Memo

To: Board of Supervisors

From: Mimi Gleason, Township Manager

Date: August 22, 2025

Re: Bond Counsel



Recommended motion: To appoint Obermayer Rebmann Maxwell & Hippel LLP as bond counsel

We anticipate potentially issuing tax-exempt municipal bonds at some point next year to finance the planned new Public Works Facility. In June, the Board of Supervisors authorized issuance of a Request for Proposals from law firms to serve as bond counsel. Following proposal submission and review, we recommend that Obermeyer be appointed as bond counsel. Their proposal is included in this meeting packet.

# RESPONSE TO REQUEST FOR PROPOSALS FOR BOND COUNSEL

#### Prepared for:

#### LOWER GWYNEDD TOWNSHIP

#### CONFIDENTIAL

Due Date: Tuesday, August 05, 2025



#### Submitted by:

David A. Nasatir, Esq.

Obermayer Rebmann Maxwell & Hippel LLP

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Supplemental documents  Certificate of Insurance	Exhibit B



#### **EXECUTIVE SUMMARY**

Obermayer Rebmann Maxwell & Hippel LLP ("Obermayer") respectfully submits this response to the Request for Bond Counsel for Lower Gwynedd Township ("the Township"). We are confident that our firm has the capabilities and practical experience needed to carry out this engagement and expand our current relationship. We are pleased to have been given this opportunity to respond to the bid.

Obermayer's experience is well suited for the Townships needs as bond counsel, especially for communities in Montgomery County. We recently were selected by the Borough of Conshohocken as the winning bidder to lead the private consultants team which the Borough has chosen to assist the Borough in its efforts to finance the redevelopment of a recently acquired commercial site into a state of the art, regional public safety center. In addition, we recently completed a complex acquisition financing for Lower Providence Township that involved both a taxable and a non-taxable portion of debt in order to secure a partially rented building for that township's future use. We also have significant experience representing other public sector clients—including the Township itself— through the region and Commonwealth which renders us very familiar with the nuances and legal issues of the Township.

Our proposed approach to this project is to collaborate closely with the team assembled by the Township. We would work with Township staff and elected officials, along with the other advisors (such as the Townships engineer, architect, solicitor) to determine the cost of the project. Then in conjunction with the

Townships financial advisor and underwriter, we would determine how best to fund (not just the amount, but the timing and number of issuance) and present all this to Council for review and consideration.

We serve as trusted advisors to our clients and wish to bring value in any manner possible. Clients value our integrity and forward-thinking approach to providing legal and business solutions. We look forward with great pleasure and pride to continuing to build a relationship with you. Thank you, once again, for this opportunity. Below please find our response and required supplemental documents. Should you require additional information, please do not hesitate to let us know.

#### **CONTACT INFORMATION**

The individual responsible for submitting this proposal, as well as oversee all of the Township's work, is David Nasatir. Mr. Nasatir's contact information is as follows:

David A. Nasatir, Esquire
Firm Chair
Obermayer Rebmann Maxwell & Hippel LLP
1001 Conshohocken State Road
Suite 1-210
West Conshohocken, PA 19428
P (215) 665-3036; F (215) 665-3165
David.Nasatir@obermayer.com

#### FIRM OVERVIEW

Obermayer is particularly well-suited to provide outside legal counsel services to the Township as we have extensive experience in representing public sector entities throughout Pennsylvania. Obermayer is a full-service law firm with eight offices.

It's simple. Clients choose us because of our historic roots in the region, our innovative, can-do, forward-thinking attitude, and the breadth and depth of our practical experience and skills. Regardless of their size, type, or location, we partner with our clients whenever they're facing an uncertain future and are looking for an advisor. As a seamlessly integrated, full-service law firm, we've earned a reputation throughout our markets for responsiveness and clear communication, for the creative, efficient delivery of services, for spotting and solving issues before they become problems, and for our proven commitment to the highest professional and civic integrity and accountability. This balance — a rock-solid reputation and a strategic eye toward the future — gives our clients the best of all worlds: a dependable ally who leverages its connections to business, political and community leaders to get and to stay a step ahead. Our clients include private and public businesses, healthcare providers, charitable and nonprofit organizations, educational institutions, government entities and municipalities, public

utilities, fiduciaries, and individuals throughout the Mid-Atlantic, the U.S. and internationally.

Today, our attorneys work cooperatively in the following departments and practice areas:

- Appellate
- Banking
- Bankruptcy & Business
   Reorganizations
- Business & Finance
- Commercial Litigation
- Construction Law
- Corporate Transactions
- Counseling, Compliance & Training
- Distressed Commercial Real Estate
- Election Law
- Employment-Related Agreements
- Employment Litigation
- Environmental
- Executive Compensation & Employee Benefits
- Family Law
- Government and Public Policy
- Health Care
- Immigration

- Insurance
- Intellectual Property
- Internal Investigations
- International
- Labor Arbitration
- Labor Relations & Employment
- Municipal Services
- Nonprofit
- Professional Liability
- Public Finance
- Public Utilities
- Real Estate
- Tax
- Trade Secrets
- Traditional Labor Relations & Collective Bargaining
- Transparency and Public Data
- Trusts & Estates
- Wage & Hour
- Zoning & Land Use

Although we are a full-service law firm, we would like to be considered as counsel to the Township in the specialized area of *Bond Counsel*.

Headquarters and Office Locations

Obermayer's headquarters is located in Philadelphia, Pennsylvania with additional offices in West Conshohocken, Harrisburg, Pittsburgh and Doylestown, Pennsylvania; Mount Laurel, New Jersey; New York, NY, and Wilmington, Delaware. The work for the Township will be performed out of our West Conshohocken office.

We understand that representing governmental entities is different than assisting private companies and that navigating complex local and state government regulations and policies requires an understanding of the procedural and substantive legislative and administrative policy that is unique to governmental entities. Our attorneys, therefore, are sensitive to the cost-effective needs of government entities, especially during times when revenues are tight or shrinking. We appreciate the need for coordinated and professional representation and offer creative and effective solutions that achieve their objectives.

Our attorneys represent municipalities, school districts and zoning hearing boards as their appointed solicitor or special counsel in a wide array of matters including, but not limited to:

- Labor, contract negotiations and public employment law;
- Lobbying and drafting legislation;
- Zoning, subdivision and land development applications;
- Real estate matters;
- Conveyance of municipal assets;
- Litigation;
- Municipal utilities, including drinking water and sewer water related matters;
- Public finance; and
- Bankruptcy, restructurings, and workouts.

Our goal is to provide our municipal and public entity clients with real-time strategies and solutions to the economic challenges facing governmental bodies, taxing and municipal authorities, and school districts. Thinking outside the box and unwilling to just accept the norm, we look to add value at every stage in the process.

Obermayer's attorneys recognize the role that effective communication plays in the success of our public clients' daily operations. Our extensive experience and long-standing relationships inside and outside the public sector yield effective results and maximum value. Working

3

efficiently and effectively with state and federal legislative and regulatory concerns ensures that our public and private clients access the appropriate and most effective corridors of the federal, state, and local centers of power.

Local and regional governments and municipal authorities including counties, boroughs and townships, and zoning and planning boards seek our help when facing fiscal and operational challenges, such as regulatory compliance, litigation, and financial or other transactions. Our attorneys have represented public entities in several states and in a variety of capacities, from general representation to litigation to public finance. We have also worked with independent state and local authorities in financing transactions and debt restructurings.

#### SCOPE OF WORK

Obermayer has provided advice and guidance in public finance matters since it was established in 1904. Moreover, we are included among the nationally recognized firms qualified in having experience in all areas of public and tax-exempt finance. Our collective experience and expertise in public finance, contract negotiation and drafting combined with our experience in working with Pennsylvania local governments uniquely qualifies us to represent the Commonwealth in its public financial transactions and negotiations.

Among the types of tax-exempt financing in which we have been involved are general obligation bonds, transportation bonds, health care revenue bonds, airport revenue bonds, student loan bonds, housing bonds, parking revenue bonds, school district bonds, higher education revenue bonds, hydroelectric revenue bonds, water, sewer and gas revenue bonds, cogeneration financing, and all forms of industrial development bonds, including office building and historic renovation projects, and bond and tax revenue anticipation notes. These transactions have included commercial paper issues, leasing transactions, certificates of participation, variable and auction rate and swap financing and insured, guaranteed, letter of credit-backed and other credit enhanced transactions. Our attorneys have vast experience in

new issues, current and advance refundings, remarketings and defeasances, pooled financings, and multi-purpose financings and refinancings.

Every bond issue shares an overriding concern regarding tax and securities law issues.

Accordingly, our Public Finance attorneys stay ahead of the curve with emerging issues, including our involvement in professional associations, such as NABL (National Association of Bond Lawyers), PMAA (Pennsylvania Municipal Authorities Association), and Pennsylvania Association of Bond Lawyers. Obermayer is designated as a Sole Bond Counsel in the "Red Book" (The Bond Buyer's Municipal Marketplace).

Below is a list of attorneys that we will assign to this engagement, should you grant us the opportunity. All are admitted to practice in Pennsylvania and in good standing with the Supreme Court of Pennsylvania:

Attorney	Years' Experience	Role & Responsibilities for RFP
David Nasatir	29 years	Team leader will lead efforts to structure the financing and address tax implications
W. Patrick Scott	21 years	Will lead efforts to structure documentation and negotiate with the underwriter
Nicole Norcross	8 years	Will lead in disclosure, tax and other aspects of the issuance while also playing a major role in document structure

Attorney biographies and resumes are attached hereto.

#### **Bond Counsel Experience**

Below is a list of a few of the recent bond matters we have handled for public sector clients that are of similar size and scope to the matters we anticipate will arise for this project, as outlined in the RFP's Scope of Work:

#### Lower Providence Township

\$10,985,000 General Obligation Bonds, Series of 2025

Closing Date: March 19, 2025 Obermayer: Bond Counsel

#### • Lower Providence Township

\$1,125,000 General Obligation Note, Series of 2025

Closing Date: March 19, 2025 Obermayer: Bond Counsel

#### • PA Turnpike Commission

\$350,000,000 Turnpike Revenue Bonds, Series A of 2025

\$250,640,000 Turnpike Revenue Refunding Bonds, 2nd Series of 2025

Closing Date: March 6, 2025

**Obermayer:** Limited Scope Underwriter Counsel

#### School District of Haverford Township

\$25,465,000 General Obligation Bonds, Series 2025

Closing Date: February 13, 2025

**Obermayer:** Limited Scope Underwriter Counsel

#### • Upper Moreland School District

\$13,260,000 General Obligation Bonds, Series 2025

Closing Date: January 7, 2025

**Obermayer**: Limited Scope Underwriter Counsel

#### • Folcroft Borough

\$1,000,000 Tax Anticipation Note, Series of 2025 (Federally Taxable)

**Closing Date**: January 6, 2025 **Obermayer**: Bond Counsel

#### • Hatboro Borough

\$1,200,000 Tax and Revenue Anticipation Note – Series 2025 (Tax-Exempt)

Closing Date: January 3, 2025 Obermayer: Bond Counsel

#### • Sharon Hill Borough

\$739,000 Tax and Revenue Anticipation Note – Series 2025 (Tax-Exempt)

**Closing Date:** January 3, 2025 **Obermayer:** Bond Counsel

#### • Lower Gwynedd Township

\$4,995,000 General Obligation Bonds, Series of 2024

Closing Date: December 19, 2024

**Obermayer:** Bond Counsel

#### • Delaware County

\$74,500,000 Maximum Aggregate Principal Amount

General Obligation Bonds, Series of 2024

Closing Date: June 6, 2024

**Obermayer**: Underwriters Counsel

#### • Pennsylvania Turnpike Commission

Turnpike Refunding Revenue Bonds, Series B of 2023 Turnpike Refunding Revenue Bonds, Series C of 2023

**Closing Date**: November 9, 2023 **Obermayer**: Co-Bond Counsel

#### PROPOSED FEES

Our billable matters are measured in six-minute increments (i.e., 0.10 hours). We propose a rate of \$450/hr. for partners, and \$350/hr. for associates. Given the scope of work anticipated, we estimate a fee of \$27,000 plus any third-party costs incurred for completing the scope of work for bond counsel.

We would not charge the Township administrative costs for copying, faxing and telephone charges nor would we charge for secretarial time. Costs relating to publication of notices, or overnight courier (i.e., FedEx) services would be charged to the Township at the cost incurred by the firm. Any unusual or extraordinary costs would not be incurred without first obtaining approval from the Township.

#### REFERENCES

Listed below are comparable municipality clients Obermayer has represented in similar capacities as described in this RFP, within the last five years:

#### **Whitemarsh Township**

Fran McCusker
President, Board of Supervisors
Craig McAnally
Township Manager
616 Germantown Pike
Lafayette Hill, PA 19444
215-852-5016
fmccusker@whitemarshtwp.org
cmcanally@whitemarshtwp.org

Represent the Township as Finance Counsel and have handled numerous bond financings as well as assisted in various finance related matters.

#### **Lower Providence Township**

E.J. Mentry, Township Manager Richard Lafiata, Director of Finance 100 Parklane Drive Eagleville, PA 19403 610-635-3526 ementry@lowerprovidence.org rlafiata@lowerprovidence.org

Represented the Township in the acquisition of a partially occupied commercial office building which the Township intends to convert into municipal use. Matter was unusually complex due to the taxable and non-taxable components of the financing.

#### **Borough of Conshohocken**

Stephanie Cecco, Borough Manager Borough of Conshohocken 400 Fayette Street, Suite 200 Conshohocken, PA 19428 610-828-1092 scecco@conshohockenpa.gov

Having assisted the Borough with the acquisition of a vacant commercial property in late 2024, we are currently assisting the Borough as it structures debt to redevelop the site into a regional public safety complex.

#### **East Norriton Township**

Robert Hart, Township Manager 2501 Stanbridge Street East Norriton, PA 19401-1616 610-275-2800 rhart@eastnorritontwp.org

Represent the Township on a variety of matters ranging from financing to labor issues, have been close counselors to the Township for over a decade.

#### **Pennsbury School District**

Chris Berdnik, PCSBA
Chief Financial Officer
134 Yardley Avenue
Fallsington, PA 19504
215-428-4114
cberdnik@pennsburysd.org

Have been finance counsel to Pennsbury School District for over a decade, working closely with the Administration to finance the replacement and renovation of school buildings throughout the District.

#### **CONFLICTS OR LITIGATION**

Obermayer has no known current or potential conflicts that might arise during the course of any financing by the Township.

Below is a list of any and all litigation and/or disciplinary action the firm, or any principal or employee included in the legal services team above, has been involved in as a defendant involving their provision of professional services in the past ten years:

- Urve Maggitti v. Obermayer, et al., various cases pending in the Chester County Court of Common Pleas and the Eastern District of Pennsylvania. Ms. Maggitti is the ex-wife of our client, Victor Maggitti. She sued Obermayer, several of its partners and, in some of the cases, the entire Pennsylvania judiciary, disciplinary conduct committee, various local law enforcement officers and court staff. Ms. Maggitti believes there is a conspiracy against her related to interfering with the record in her underlying divorce case.
- Williams et al. v. Obermayer, et al., Philadelphia Court of Common Pleas, December Term 2022, No. 000269. Plaintiffs are our former clients. We represented them in a suit brought by the Commonwealth's Attorney General, alleging plaintiffs made illegal car loans to residents of the Commonwealth. Plaintiffs fired Obermayer on the eve of trial, but failed to timely retain new counsel. After ultimately settling, plaintiffs sued Obermayer and two Obermayer partners for malpractice and related torts.
- Gerald S. Lepre, Jr. v. Obermayer, Allegheny County Court of Common Pleas, No. AR-24-00304. Mr. Lepre is a disgruntled former client who sued the firm. This case was dismissed.
- Matthew Kanapesky v. Obermayer, et al., Chester County Court of Common Pleas, No. 2022-03246-TT. Mr. Kanapesky is in a land-use dispute with a former Obermayer client.

Obermayer and its former client won or favorably settled previous litigation. Mr. Kanapesky then sued Obermayer and Obermayer's former client.

- Obermayer v. Tina Angeloni v. Shari B. Veisblatt, Esquire, Superior Court of New Jersey Law Division, Burlington County, Docket No. BUR-L-002116-23. Obermayer sued Ms. Angeloni for unpaid bills. Ms. Angeloni counterclaimed against Obermayer and filed a third-party complaint against an Obermayer partner alleging malpractice. Angeloni's counterclaims were dismissed.
- Mahtaub Moore v. Obermayer, et al., United States District Court for the District of Columbia, Case No. 1:24-cv-01814. Obermayer and one of its partners currently represent Ms. Moore's now former husband in divorce and custody proceedings. Ms. Moore filed suit against her former husband, Obermayer and others, alleging a massive conspiracy to defame her and to engage in or aid in terroristic acts.
- From 1994-2005 the firm acted as underwriter's counsel for a bond issue relating to the
  City of Harrisburg's incinerator. Years later, when Harrisburg had financial difficulties,
  the economics of the incinerator became an issue. On May 21, 2018, the
  Commonwealth of Pennsylvania filed a civil lawsuit in the Commonwealth Court against
  all the legal and financial professionals involved seeking compensation for some of the
  \$360 million in debt that the project costs. Obermayer denied all liability. The case
  settled.

### **ATTACHMENTS**

## LOWER GWYNEDD TOWNSHIP BOND COUNSEL RFP 2025

AUGUST 5, 2025



## EXHIBIT A ATTORNEY BIOGRAPHIES







#### MEET DAVE

"I'm a problem solver. I find solutions to my clients' problems because I'm close enough to understand the business or finance issue at hand, but removed enough to see other possible options or strategies."

- David A. Nasatir, Chair of the Firm

Dave is the Chair of the Firm as well as the Chair of both the Business and Finance Department and the Workout and Lender Liability group.

Dave's goal is to create solutions for his clients. He not only negotiates legal documents and agreements, he also adds value as a trusted business law advisor. He often participates in his clients' business meetings, assisting in shaping a strategic vision of a business' future and providing advice on how to best deal with an ongoing business problem.

Dave is devoted to his family. As a father of four, he is often running to the tennis court, basketball game, a band concert, or another after-school activity. Dave is also active in his synagogue, in politics, and is an avid baseball and basketball fan.

#### **EXPERIENCE**

Dave's clients range from small family-owned businesses to some of the largest financial institutions in the United States. His diverse and extensive experience includes providing counsel to clients on public finance – both governmental clients and private sector clients seeking access to public finance opportunities – negotiating the sale of municipal utilities to public and private utility companies as well as zoning, general corporate and real estate issues. Dave has also handled the workout of complex



financing projects and structuring of multi-million dollar real estate developments.

Some of Dave's notable cases include:

- Representing a regional lender in a complex financing of a project for a developer who was leasing an entire building to a national tenant;
- Negotiating a \$231.5M sale of a public sewer system to a regulated utility one of largest ever done in Pennsylvania;
- Successfully negotiating the sale of an 85-year old family business, maximizing the value for the client while satisfying the interests of various family members;
- Representing a regional developer in a joint venture with a local municipality in taking an environmentally unsound building and converting it into a viable mixed-use building which houses the municipality's Borough Hall and offices;
- Representing the owner of a national industrial company to restructure the company's debt, structure a trust that ensured clear succession upon the owner's death, and assisting in obtaining financing to acquire a new corporate facility and related equipment;
- Leading a team of litigators and bankruptcy attorneys for a regional bank through a complex maze of business issues involved in lender liability litigation;
- Handling the workout of complex financing projects and structuring of multi-million dollar real estate developments for regional banks as well as developers;
- · Counseling corporate clients on public finance, zoning, general corporate, and real estate issues;
- · Representing numerous financial institutions and businesses in structuring debt, acquisitions, and mergers;
- Serving as solicitor for the Conshohocken Zoning Hearing Board, and as finance counsel for the Conshohocken Authority, Borough of Lansdale, and Montgomery County;
- Serving as special counsel for Eastern Montgomery County Waste Authority and Norristown Municipal Waste Authority, and has served as special counsel for both Norristown Borough and Falls Township, as well as Spartanburg County, South Carolina, regarding landfill and waste management issues; and
- Assisting entertainment clients in partnership agreements and corporate structuring for various entities.

#### **NEWS & INSIGHTS**

#### Major Changes to New Jersey Mansion Tax and Realty Transfer Fees

July 10, 2025 by David A. Nasatir, Peter J. Oberkircher, Anastasius (Tassos) Efstratiades, Andrew S. Kasmen, Warren W. Ayres, Jared C. Slipman, Alexander Dungan

David Nasatir and Tom Wyatt to Present at PML Spring Lunch & Learn on Municipal Utility Monetization
June 18, 2025 by Thomas S. Wyatt, David A. Nasatir

Obermayer Named Gold Winner in Both Bankruptcy Law and Tax Law by The Philadelphia Inquirer's 2025 Philly Favorites

April 21, 2025 by Alexander Dungan, Kelsey V. Sheronas, Jared C. Slipman, William F. Saldutti IV, Warren W. Ayres, Michael D. Vagnoni, Edmond M. George, Alexander Barnes, David A. Nasatir



#### Obermayer Counsels BASA in \$231.5 Million Landmark Acquisition by Pennsylvania American Water

October 31, 2024 by Melissa M. Blanco, Thomas S. Wyatt, Matthew S. Olesh, Mathieu J. Shapiro, Nicole E. Norcross, David A. Nasatir

#### David Nasatir Named One of Pennsylvania's Most Impactful Leaders

October 28, 2024 by David A. Nasatir

#### David Nasatir Discusses Challenges Facing the U.S. Commercial Real Estate Industry

October 28, 2024 by David A. Nasatir

#### **ACTIVITIES & HONORS**

Dave served as co-counsel to Governor-Elect Josh Shapiro's transitional leadership team, advising key leadership appointed to steer the Governor-Elect and Lieutenant Governor-Elect's transition, and thus, was involved in all major policy decisions of the Transition. Dave served as the Chair of the 2023 Montgomery County Democratic Committee (MCDC) Judicial Screening Committee.

In January 2024, Dave was appointed co-chair of the Economic Development Transition Committee by the Montgomery County Board of Commissioners.

Dave was appointed in December 2023 by the Montgomery County Board of Commissioners to a five-year term representing the County on the Delaware Valley Regional Finance Authority.

On December 1, 2023, he was appointed by Mayor-elect Cherelle Parker to serve on her Transition Team as a member of the 2026 Preparation Committee. Also, Montgomery County's Commissioner Jamila Winder and Commissioner-elect Neil Makhija appointed Dave to Co-Chair the Moving Montco Forward Commerce & Economic Development Advisory Committee.

Dave is the Chair of the Pennsylvania Convention Center Authority and also presently serves on the Board of Directors of both the Philadelphia Convention and Visitors Bureau (PHLCVB) and the Pennsylvania Industrial Development Authority (PIDA) Board of Directors. Previously, he served on the Disciplinary Board of the Supreme Court of Pennsylvania, the Delaware Valley Regional Finance Authority the Montgomery County Development Corporation Board of Directors and as the Treasurer of the Montgomery County Democratic Party.

He served as a law clerk for the Hon. Lawrence S. Margolis of the U.S. Court of Federal Claims. He was also Treasurer of the Montgomery County Democratic Committee (2018-2022), as well as vice chair (2002-2006).

Dave was named to City & State's Pennsylvania 2024 Fifty Over 50 list and City & State's Pennsylvania's 2023 Law Power 100 list. He was voted an "Awesome Attorney," in Suburban Life magazine, December 2013.

He was also named one of "Pennsylvania's Super Lawyers®" in 2016, 2015, 2014, 2011, and 2010, and named to the Philadelphia Business Journal's annual "40 Under 40 List" in 2004, which recognizes 40 individuals



under the age of 40 who are leading performers in their respective industries and communities. Dave was selected as one of "Pennsylvania's Rising Stars" as noted in Philadelphia magazine and Pennsylvania Super Lawyers® – Rising Stars Edition in 2007, 2006, and 2005. Additionally, Dave is "AV Preeminent" Peer Review Rated in Martindale-Hubbell.

In civic life, Dave serves on the board of directors of Lisa's Army, an organization that provides comfort to those undergoing cancer treatment. He also served as the vice president of Congregation Or Ami, is a lifetime (i.e. 25+ year) member of the Spring Mill Fire Company No.1, and a committee person for the Democratic Party in Whitemarsh, Montgomery County, Pennsylvania.

#### **Awards Won\***





\*Click here for a description of the standard or methodology on which the awards and honors are based. No aspect of this advertisement is approved by the Supreme Court of New Jersey.

#### **EDUCATION**

- University of Pennsylvania School of Law, JD, cum laude
- Georgetown University, BA, magna cum laude
- Rhodes Scholarship Finalist for the State of Illinois

#### **ADMISSIONS**

- Pennsylvania
- Washington, DC
- New Jersey

#### **CAPABILITIES**

#### **Business & Finance**

Election Law

**Government & Public Policy** 

Banking

Corporate

Lender Liability & Workouts



Mergers & Acquisitions

Municipal Services

Public Finance

Real Estate

Tax

Zoning & Land Use

#### **Trusts & Estates**

**Business Succession Planning** 

Estate Planning & Asset Protection

#### **Real Estate**

Distressed Commercial Real Estate

#### **Municipal Services**

Obermayer Municipal Services

#### **Industry Focus**

Financial Services

Individuals & Private Clients

Local Governments & Municipal Authorities

Nonprofit Organizations

Real Estate & Construction





#### MEET PAT

"Know where you are, and what you're doing."

— W. Patrick Scott

Pat is a partner in Obermayer's Business & Finance Department, where he represents borrowers, lenders and issuers in both conventional and tax exempt loan transactions. He often works with nonprofit corporations on governance and IRS compliance issues as well as privately held companies on day-to-day business and legal matters.

Pat frequently manages large tax exempt financing transactions for university and college student housing construction projects. Since 2003, Pat has been engaged as counsel in financing and implementing student housing transactions that together exceed \$1,000,000,000. Privately held companies and non-profits turn to Pat for formation and organizational assistance, in addition to general counseling.

In his personal time, Pat enjoys traveling with his family to Ocean City, NJ, and attending many, many Phillies games. He can often be found coaching high school travel baseball and training for long-distance runs and triathlons. He has run the Philly marathon twice!

#### **EXPERIENCE**

Prior to joining Obermayer, Pat was a partner at a respected Chester County, Pennsylvania and Delaware firm, where he strengthened his legal craft. Since 1997, Pat has garnered a wealth of experience counseling clients on financing projects ranging from one million to 100 million dollars.



Pat has also served as a Judicial Clerk for the Superior Court of Pennsylvania and for three years was an Assistant Public Defender with the Chester County Public Defender's Office.

Some of Pat's most notable cases include:

- Organized a non-profit corporation whose purpose is to facilitate the financing, construction, and ownership of housing
  and other infrastructure projects for universities and other non-profits. Pat's client recently closed on \$85,760,000 of tax
  exempt and taxable financing to construct a student housing project for a state university in North Carolina.
- Represented a lender in a loan to finance construction of a water pipeline in Northeastern Pennsylvania.
- Represented a non-profit corporation that supported a local state university as the borrower of approximately \$57,000,000 in qualified 501(c)(3) bonds, issued for the purpose of constructing student housing facilities for the benefit of university students. Representation included the negotiation of bond, documents, a ground lease and related documents, and a guaranteed investment contract associated with the project.
- Continuous representation of non-profit organizations in the operation of student housing facilities, including compliance with financial reporting, financial covenants, tax law and regulations.
- Represented the manager of a student housing facility in the course of a redemption of approximately \$11,000,000 in revenue bonds after an event of default.
- Represented a financial institution in the direct purchase of a \$37,500,000 note issued under a master trust indenture for the benefit of a local hospital, in order to finance the hospitals expansion.
- Regularly represents non-profit corporations before local taxing authorities and courts in the prosecution and defense of
  real estate tax exemptions. Pat routinely conducts analysis for organizations to determine compliance with "institution of
  purely public charity" requirements under Pennsylvania constitutional and statutory law.
- Represented the issuer of a letter of credit in a \$27,000,000 public bond finance for the construction of a local YMCA.
- Represented a bank as senior creditor of a company in the reorganization of the company's stock ownership and restructuring of the company's \$10,000,000 collective working capital lines of credit and permanent loans.
- Represented a non-profit 501(c)(3) as the borrower and acted as tax counsel in a \$3,500,000 tax exempt loan whose purpose was to expand the borrower's facilities in Chester County.
- Represented two clients in the preparation of requests for proposals for owner's representatives in the clients'
  construction projects, and rendered advice with respect to the selection of qualified applicants and preparation of
  appropriate agreements.
- Represented a shareholder in the acquisition of stock of a majority shareholder's interests in a privately held biotech
  company, and rendered advice on the preparation of agreements relating to the supply of the company's products to a
  distributor of pharmacological products.

#### **NEWS & INSIGHTS**

Pat Scott Discusses the Benefits of Tax-Exempt Financing for Independent K-12 Schools in an interview with Malvern Bank

August 25, 2022 by W. Patrick Scott



#### American Rescue Plan Act: Key Local Government and Business Provisions

March 25, 2021 by W. Patrick Scott, Nicole E. Norcross, Kimberley A. Farmer

#### New COVID-19 Relief Bill - What Business Owners Need To Know

December 24, 2020 by Michael P. Malloy, Jr., W. Patrick Scott, Anastasius (Tassos) Efstratiades, Peter J. Oberkircher, David A. Nasatir

#### COVID-19 Relief Statewide Small Business Assistance Grant Program Reopened

August 11, 2020 by Michael P. Malloy, Jr., W. Patrick Scott, Michael A. Thom, Anastasius (Tassos) Efstratiades, Peter J. Oberkircher, Kimberley A. Farmer, David A. Nasatir

#### Paycheck Protection Program - Loan Forgiveness

April 15, 2020

#### From The Philadelphia Business Journal: Former Philadelphia City Council candidate switches law firms

July 25, 2019 by Thomas S. Wyatt, Nathan D. Fox, Kellie A. McGowan, W. Patrick Scott, David A. Nasatir

#### **ACTIVITIES & HONORS**

Pat currently maintains active memberships at the following organizations:

- Pennsylvania Bar Association (PBA)
- Chester County Bar Association
- Pennsylvania Association of Bond Lawyers
- National Association of Bond Lawyers
- Chester County Economic Development Council, Board Member
- Kase's Corner, Inc., Board Member
- Penn State Alumni Association
- University of Pittsburgh Alumni Association

In the past, Pat has also been President of the West Chester Downtown Foundation and a member of the Board of Directors and Executive Committee for the West Chester YMCA.

#### **EDUCATION**

University of Pittsburgh School of Law, JD

Pennsylvania State University, BA

#### **ADMISSIONS**

Pennsylvania

United States District Court for the Eastern District of Pennsylvania



#### **CAPABILITIES**

#### **Business & Finance**

Banking

Corporate

Mergers & Acquisitions

Public Finance

Real Estate

Tax

#### **Real Estate**

Distressed Commercial Real Estate

#### **Industry Focus**

Financial Services

Health Care

Individuals & Private Clients

International Businesses

Local Governments & Municipal Authorities

Nonprofit Organizations

Real Estate & Construction

Universities & Secondary Schools





#### MEET NICOLE

"I pride myself in being responsive and attentive to each client's needs. The client is always number one."

- Nicole E. Norcross

Nicole focuses her practice on transactional matters, specifically commercial real estate, business transactions and financing, both in the public and private sectors. Nicole's experience in finance and real estate matters also allows her to advise municipalities and authorities on water and wastewater transactions.

Nicole enjoys tackling the challenges posed by a client's questions and issues. She is a natural problem solver who is quick to the chase and eager to help her clients.

In her spare time, Nicole enjoys traveling with her husband and spending time down the Shore with her family.

#### **EXPERIENCE**

Nicole's clients range from private clients, financial institutions, real estate Investors and developers to local governments and agencies. With her wide-faceting practice, Nicole is able to provide clients with sound guidance on a multitude of Issues.

Nicole's most notable client representations include:

• Sale of the manufacturing division of a concrete and construction product supplier, including preparation and negotiation of the asset purchase agreement, management of due diligence, closing and post-closing matters



- Sale of the sewer systems In Lower Makefield Township, Bucks County, Pennsylvania (approximately \$53 million)
- Acquisition of a large pool of quick service restaurants in Delaware and Maryland with related acquisition financing and recapitalization involving in excess of \$150 million
- Representation of a non-profit corporation that supported a local state university as the borrower of approximately \$57 million in qualified 501(c)(3) bonds, issued for the purpose of constructing student housing facilities for the benefit of university students, Including the negotiation of bond, documents, a ground lease and related real estate collateral documents
- Refinancing of a portfolio of commercial real estate in excess of \$200 million
- Represented an affiliate of a global student accommodation provider in the refinance of indebtedness relating to a student housing complex at Temple University. Approximately \$36 million in new mortgage financing was obtained
- Negotiated the sale of an 84-year old family-held wholesale distribution business which covered western Pennsylvania,
   West Virginia, and Ohio. As part the transaction, she assisted in the negotiations regarding clawback rights to portions of the proceeds by the estate of a former shareholder

She earned both her J.D. and her Corporate and Business Law Certificate from Rutgers School of Law.

#### **NEWS & INSIGHTS**

#### Obermayer Attorneys Honored in 2025 Pennsylvania Super Lawyers® and Rising Stars Lists

May 22, 2025 by Melissa Siravo Hensinger, Hayley N. Purcell Sinkler, Madison G. Melinek, Stephanie Stecklair Tarantino, Melissa M. Blanco, Kellie A. McGowan, Michael A. Thom, Marcelina R. Policicchio, Mathieu J. Shapiro, Stephanie H. Winegrad, Adam H. Tanker, Alina Chuklin, Tara K. Burns, Nina B. Stryker, Nicholas Poduslenko, Michael S. Pepperman, Nicole E. Norcross, Hillary J. Moonay, Thomas A. Leonard III, David L. Ladov, Paul C. Heintz, Edmond M. George, Samantha J. Evian, Julie R. Colton, Michael E. Bertin

#### Obermayer Counsels BASA in \$231.5 Million Landmark Acquisition by Pennsylvania American Water

October 31, 2024 by Melissa M. Blanco, Thomas S. Wyatt, Matthew S. Olesh, Mathieu J. Shapiro, Nicole E. Norcross, David A. Nasatir

#### Obermayer Attorneys Recognized in Pennsylvania 2024 Super Lawyers® and Rising Stars Lists®

May 17, 2024 by Hayley N. Purcell Sinkler, Stephanie Stecklair Tarantino, Shaun Staller, Kellie A. McGowan, Michael A. Thom, Marcelina R. Policicchio, Mathieu J. Shapiro, William J. Leonard, Stephanie H. Winegrad, Adam H. Tanker, Alina Chuklin, Tara K. Burns, Nina B. Stryker, Nicholas Poduslenko, Michael S. Pepperman, Nicole E. Norcross, Hillary J. Moonay, Thomas A. Leonard III, David L. Ladov, Samantha J. Koopman, Andrew J. Horowitz, Paul C. Heintz, Edmond M. George, Julie R. Colton

#### 28 Obermayer Attorneys Named to Pennsylvania 2023 Super Lawyers® and Rising Stars Lists®

May 23, 2023 by Melissa M. Blanco, Shaun Staller, Amanda C. Frett, Kellie A. McGowan, Michael A. Thom, Charles L. Shute Jr., Marcelina R. Policicchio, Mathieu J. Shapiro, William J. Leonard, Stephanie H. Winegrad, Adam H. Tanker, Alina Chuklin, Nina B. Stryker, Nicholas Poduslenko, Nicole E. Norcross, Hillary J. Moonay, Thomas A. Leonard III, David L. Ladov, Samantha J. Koopman, Andrew J. Horowitz, Paul C. Heintz, Edmond M. George, Julie R. Colton, Michael E. Bertin

#### 25 Obermayer Attorneys Named to Pennsylvania 2022 Super Lawyers® and Rising Stars Lists®

May 23, 2022 by Stephanie Stecklair Tarantino, Shaun Staller, Amanda C. Frett, Kellie A. McGowan, Matthew S. Olesh, Michael A. Thom, Marcelina R. Policicchio, Mathieu J. Shapiro, Stephanie H. Winegrad, Robert I Whitelaw, Nina B. Stryker, Nicholas Poduslenko, Nicole E. Norcross, Hillary J. Moonay, Thomas A. Leonard III, David L. Ladov, Samantha J. Koopman, Andrew J. Horowitz, Paul C. Heintz, Edmond M. George, Julie R. Colton, Michael E. Bertin, Ivo J. Becica

#### Michael Thom and Nicole Norcross Presented at the ACCGP 14th Annual In-House Counsel Conference

May 04, 2022 by Michael A. Thom, Nicole E. Norcross



#### **ACTIVITIES & HONORS**

Nicole was included in the Pennsylvania's Super Lawyers Rising Stars® list in 2022-2025.

#### **Awards Won\***



\*Click here for a description of the standard or methodology on which the awards and honors are based. No aspect of this advertisement is approved by the Supreme Court of New Jersey.

#### **EDUCATION**

- Rutgers University School of Law, JD
- Boston University, BA

#### **ADMISSIONS**

- New Jersey
- Pennsylvania
- United States District Court for the District of New Jersey
- United States District Court for the Eastern District of Pennsylvania

#### **CAPABILITIES**

#### **Business & Finance**

Corporate

Public Finance

Real Estate

Zoning & Land Use

#### **Real Estate**

Distressed Commercial Real Estate

#### **Municipal Services**

Obermayer Municipal Services

#### **Industry Focus**

Financial Services

Local Governments & Municipal Authorities

Real Estate & Construction

## **SUPPLEMENTAL DOCUMENTS**

## **EXHIBIT B**

## **Certificate of Insurance**



Client#: 40258 OBERMREBMA

#### ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

tine continuate account contor any rights to the continuate heraci in hea c		
PRODUCER	CONTACT Madison Beard	
Conner Strong & Buckelew	PHONE FAX (A/C, No, Ext): (A/C, No):	
PO Box 99106	E-MAIL ADDRESS: mbeard@connerstrong.com	
Camden, NJ 08101	INSURER(S) AFFORDING COVERAGE	NAIC#
877 861-3220	INSURER A: Hartford Underwriters Insurance Company 30104	
INSURED	INSURER B : Trumbull Insurance Company	27120
Obermayer Rebmann Maxwell & Hippel LLP	INSURER C : Hartford Casualty Insurance Company	29424
Centre Square West	INSURER D : SEE BELOW	
1500 Market St., Ste. 3400	INSURER E : Federal Insurance Company	20281
Philadelphia, PA 19102	INSURER F : SEE BELOW	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SU	JBR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY		39UUNBM2Y5M	06/01/2025	06/01/2026	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY		39UENBM2YAD	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
C	X UMBRELLA LIAB X OCCUR		39XHUBP0SLA	06/01/2025	06/01/2026	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,000,000
	DED X RETENTION \$\$10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		39WEAS5V5E	06/01/2025	06/01/2026	X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000
Е	CRIME		J06573897	06/01/2025	06/01/2026	\$1,000,000	
E	FIDUCIARY		J06573800	06/01/2025	06/01/2026	\$5,000,000	
F	CYBER		SEE BELOW	06/01/2025	06/01/2026	SEE BELOW	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*WORKERS COMPENSATION INFORMATION\*

Delaware Carrier: Property & Casualty Insurance Company of Hartford | NAIC #: 34690

Florida Carrier: Twin City Fire Insurance Company | NAIC #: 29459

New Jersey Carrier: Hartford Underwriters Insurance Company | NAIC #: 30104

New York Carrier: Twin City Fire Insurance Company | NAIC #: 29459

(See Attached Descriptions)

CEDTIFICATE HOLDED

CENTIFICATE HOLDEN	CANCELLATION
Evidence of insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	W. Milacl Tragenard

CANCELLATION

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### **DESCRIPTIONS (Continued from Page 1)**

Pennsylvania Carrier: Hartford Fire Insurance Company | NAIC #: 19682

#### F. CYBER

Carrier: Obsidian Specialty Insurance Company | 50% participation | NAIC: 16871 Carrier: QBE Specialty Insurance Company | 50% participation | NAIC: 11515

Policy Period: 06/01/2025 - 06/01/2026 Policy #: CEL-P001-0463576399-01

Limit: \$5,000,000

#### G. LAWYERS PROFESSIONAL LIABILITY

Carrier: Endurance American Specialty Insurance Company | NAIC: 41718

Policy Period: 08/31/2024 - 08/31/2025

Policy #: LPN30010682903

Limit: \$5M p.o \$10M Per Claim/Aggregate

#### H. LAWYERS PROFESSIONAL LIABILITY

Carrier: Ascot Specialty Insurance Company | NAIC: 45055

Policy Period: 08/31/2024 - 08/31/2025

Policy #: LPPL241000052604

Limit: \$5M p.o \$10M Per Claim/Aggregate

#### I. EXCESS LAWYERS PROFESSIONAL LIABILITY

Carrier: Texas Insurance Company | NAIC: 16543

Policy Period: 08/31/2024 - 08/31/2025 Policy #: BFLLLETPA011400021 Limit: \$3M p.o \$6M xs \$10M

#### J. EXCESS LAWYERS PROFESSIONAL LIABILITY

Carrier: Westfield Specialty Insurance Company | NAIC: 16992

Policy Period: 08/31/2024 - 08/31/2025

Policy #: ELP354688Q01 Limit: \$3M p.o \$6M xs \$10M

#### K. EMPLOYMENT PRACTICES LIABILITY

Carrier: Admiral Insurance Company | NAIC: 24856

Policy Period: 06/01/2025 - 06/01/2025

Policy #: TBD

Limit: \$1,000,000 Per Claim/Aggregate

\*\*\*\*

Evidence of insurance



#### **MEMORANDUM**

TO: Mimi Gleason, Township Manager

Lower Gwynedd Township

FROM: Helen Lam, P.E.

Chad Dixson, AICP

**DATE:** August 14, 2025

RE: Bethlehem Pike and Penllyn Pike Signal Pole Replacement

Based on a recent traffic signal evaluation at the intersection of Bethlehem Pike and Penllyn Pike, two traffic signal poles should be replaced by the Township.

Bowman is seeking authorization to advertise for bidding of the construction work to replace the following traffic signal poles at the intersection of Bethlehem Pike and Penllyn Pike:

- One 20-foot traffic signal mast arm located at the southeast corner of the intersection across the commercial driveway approach to the intersection.
- One 20-foot traffic signal mast arm located on the northwest corner of the intersection across the Penllyn Pike approach to the intersection.

The traffic signal mast arm replacements will include the replacement of the existing four signal heads and related wiring currently located on the two poles referenced above.

Bowman will advertise for bidding of the construction work associated with the project scope in September/October 2025. We anticipate making a recommendation for the bid award at the October 28, 2025, Board of Supervisors meeting. Construction is estimated for Spring/Summer 2026. The current estimated lead time to receive the poles from the manufacturer is up to 24 weeks after the order is placed by the contractor.

If you have any questions or need additional information regarding the status of the project, please let us know.

# Memo

To: Board of Supervisors

From: Mimi Gleason, Township Manager

Melinda Haldeman, Finance Director

Date: August 22, 2025

Re: Retirement Plan Adoption Agreements

Recommended Motion: To approve Resolution 2025-14 adopting the restated plan for the 401a non-uniformed money purchase retirement plan.

Mission Square currently administers the 401a money purchase retirement plan that the Township contributes to on behalf of non-uniformed employees hired since 2014, as well as one of the 457 retirement savings plans that all employees have the option of contributing to. In March, the Board of Supervisors authorized changing the plan administrator for both plans and authorized me to execute the agreements. While I have signed the adoption agreements to keep the transition moving, to be fully executed, they need to be adopted by resolution.

This transition does not involve any change to employees' retirement benefits. The purpose of this change is to switch to a plan administrator with lower fees to improve net performance for employees' retirement investments.



# LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

#### **RESOLUTION # 2025-14**

#### RESTATEMENT OF DEFINED CONTRIBUTION 401a RETIREMENT PLAN

WHEREAS, Resolution 2014-08 amended the Non-Uniformed Employees Pension Plan to limit eligibility for that plan to employees hired before 1/1/2014 and established a Money Purchase Plan ("Plan") for the participation of full-time employees hired on or after 1/1/2014, with the ICMA Retirement Corporation (now Mission Square) serving as Investment Advisor; and

**WHEREAS,** Lower Gwynedd Township ("Township") has maintained the Money Purchase Plan, a defined contribution 401a retirement plan, since 1-1-2014 for the benefit of its eligible employees; and

**WHEREAS**, the Township is replacing Mission Square with Beirne Wealth to serve as Investment Advisor for the Plan; and

**WHEREAS**, the Township is restating the Plan to comply with the requirements of the 2017 IRS Cumulative List (IRS Notice 2017-37), the American Taxpayer Relief Act of 2012, the Tax Cuts and Jobs Act of 2017 and other applicable guidance (collectively referred to herein as the Cycle 3 restatement); and

**WHEREAS**, the Township has served as trustee of the plan since inception and will continue to serve as trustee; and

**WHEREAS**, the Board of Supervisors authorized the Township Manager to execute the restated plan agreement at its public meeting on April 8, 2025;

#### **NOW, THEREFORE, BE IT RESOLVED** that:

1. the Board of Supervisors hereby adopts the Lower Gwynedd Township Money Purchase Plan as the complete Cycle 3 restatement of the prior Plan, to be effective as of 1-1-2025;

- 2. the Township Manager will maintain a copy of the restated Plan as approved by the members of the Board of Supervisors, along with a copy of the prior Mission Square Money Purchase Plan, in Township files;
- the Township Manager will serve as administrator of the Plan, and as such will be responsible for performing all actions necessary to carry out the administration of the Plan and may designate any other person or persons to perform the actions necessary to administer the Plan;
- 4. all eligible employees shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the restated Plan; and
- 5. all ordinances or resolutions, or portions thereof, inconsistent with this Resolution are hereby repealed.

**RESOLVED AND ENACTED** this 26th day of August, 2025.

Attest:	LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS
	By:
MIMI GLEASON,	DANIELLE A. DUCKETT,
TOWNSHIP MANAGER	CHAIRPERSON

#### Lower Gwynedd Township NONSTANDARDIZED GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT #002

By executing this Nonstandardized Governmental Money Purchase Plan Adoption Agreement (the "Adoption Agreement" or "AA"), the undersigned Employer agrees to establish or continue a Governmental Money Purchase Plan for its Employees. The Governmental Money Purchase Plan adopted by the Employer consists of the Governmental Defined Contribution Pre-Approved Plan Basic Plan Document #03 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.

	SECTION 1 EMPLOYER INFORMATION	
1-1	EMPLOYER INFORMATION.	
	Name: Lower Gwynedd Township	_
	Address: 1130 N Bethlehem Pike	_
	P.O. Box 625	
	Spring House, PA 19477-0625	_
	Telephone: <u>215-646-5302</u>	
1-2	EMPLOYER IDENTIFICATION NUMBER (EIN). 23-6000395	_
1-3	FORM OF BUSINESS.	
	☐ State or political subdivision of a State	
	☐ State agency or instrumentality	
	☐ Indian Tribal Government	
	☐ Describe other Employer qualified to adopt a Governmental Plan: Municipality	
1-4	EMPLOYER'S TAX YEAR END. The Employer's tax year ends <u>December 31</u>	
1-5	<b>RELATED EMPLOYERS.</b> Is the Employer part of a group of Related Employers (as defined in Section 1.83 of the Plan)?	
	□ Yes	
	☑ No	
	If yes, Related Employers may be listed below. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.	
	[Note: This AA §1-5 is for informational purposes and Employers need not list Related Employers. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]	-
	SECTION 2 PLAN INFORMATION	
2-1	PLAN NAME. Lower Gwynedd Township 401(a) Plan	_
	Original Effective Date: January 1, 2014	
	Restatement Effective Date: January 1, 2025	
2-2	PLAN NUMBER. 002	

2-3	TYPE (	OF PLAN. This Plan is a Money Purchase Defined Contribution Plan.
		The Plan is intended to be a FICA Replacement Plan (as defined under Section 4.03 of the Plan).
		[Note: Elections under this AA must be consistent with the requirements of a FICA Replacement Plan as described under Section 4.03 of the Plan.]
2-4	PLAN Y	YEAR.
	<b>☑</b> (a)	Calendar year.
	□ (b)	The 12-consecutive month period ending on each year.
	□ (c)	The Plan has a Short Plan Year running from to
2-5	FROZE	EN PLAN. Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.
	☐ Th	is Plan is a frozen Plan effective (See Section 3.02(b)(6) of the Plan.)
	and no	As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become ipant after the date the Plan is frozen.]
2-6		IPLE EMPLOYER PLAN. Is this Plan a Multiple Employer Plan as defined in Section 16.07 of the Plan? (See Section f the Plan for special rules applicable to Multiple Employer Plans.)
	□ Ye	S .
	☑ No	
2-7	PLAN A	ADMINISTRATOR.
	<b>☑</b> (a)	The Employer identified in AA §1-1.
	□ (b)	Name:
		Address:
		Telephone:
2-8	DEFIN	ITION OF DISABLED. An individual is considered Disabled for purposes of applying the provisions of this Plan if:
	□ (a)	The individual is covered by the Employer's disability insurance plan and is determined to be disabled under such plan.
	☑ (b)	The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
	□ (c)	The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.
		[Note: An Employer may elect any or all of (a), (b) and (c) above. If more than one of (a), (b) and (c) is selected, the hierarchy for determining whether an individual is considered Disabled is (a), then (b) and then (c), unless described otherwise under separate administrative procedures or under subsection (d) below.]
	□ (d)	Alternative definition of Disabled:
		[Note: Any alternative definition described above will apply uniformly to all Participants under the Plan and will be applied in a nondiscretionary manner. The Employer may describe different definitions of Disabled for different purposes under the plan.]

#### SECTION 3 ELIGIBLE EMPLOYEES

3-1	<b>ELIGIBLE EMPLOYEES.</b> In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.				
	□ (a)	No excl	usions		
	□ (b)	Collecti	ively Barga	nined Employees	
	□ (c)	Non-res	sident alien	s who receive no compensation from the Employer which constitutes U.S. source income	
	□ (d)	Leased	Employees		
	□ (e)	Employ	ees paid o	an hourly basis	
	□ (f)	Employ	ees paid o	a salaried basis	
	□ (g)	Employ	ees in an e	lected or appointed position	
	□ (h)	Part-Tir	ne Employ	rees (as defined in Section 1.71 of the Plan)	
	☑ (i)	Seasona	al Employe	es (as defined in Section 1.89 of the Plan	
	□ (j)	Tempor	ary Emplo	yees (as defined in Section 1.93 of the Plan)	
	□ (k)	Employ	ees eligibl	e for another qualified plan sponsored by the Employer or a Related Employer	
		Specify	name of o	ther qualified plan (optional):	
	☑ (l)		eligible nor n 30 hours	n-uniformed employee hired before 1/1/2014 and part-time employees normally scheduled to work per week	
	specific employe	ally named ees partici	d individud pating und	nless elected otherwise under subsection (l) above. The exclusions inserted may not result in a all or a finite group (such as employees hired before a certain date) being the only employee or ler the plan in violation of the permanency requirements or Treas. Reg. §1.401-1(b)(2). It is attached that the plan to an employee or employees of a specifically named position or positions.]	
				SECTION 4 MINIMUM AGE AND SERVICE REQUIREMENTS	
4-1	satisfies	the minin	num age a	MENTS – MINIMUM AGE AND SERVICE. An Eligible Employee (as defined in AA §3-1) who at service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her A §4-2 below).	
	(a)		<b>Requiren</b> ate in the I	nent. An Eligible Employee must complete the following minimum service requirements to Plan.	
		$\square$ (1)	There is	no minimum service requirement for participation in the Plan.	
		□ (2)	Yea	r(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).	
		□ (3)		pletion of at least Hours of Service during the first months of employment (or the first employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier.	
			□ (i)	An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.	
			□ (ii)	An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).	

	□ (4)	satisfies the s	on of Hours of Service during an Eligibility Computation Period. [Note: An Employee service requirement immediately upon completion of the designated Hours of Service rather than the Eligibility Computation Period.]
	□ (5)	time" Emplo	apployees are eligible to participate as set forth in subsection (i) below. Employees who are "part-yees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time any Employee not defined in subsection (ii) below.
			Il-time Employees must complete the following minimum service requirements to participate in Plan:
			(A) There is no minimum service requirement for participation in the Plan.
			(B) The completion of at least Hours of Service during the first months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
			(C) Under the Elapsed Time method as defined in AA §4-3(c) below.
			(D) Describe:
			[Note: Any conditions provided under this subsection (D) must be definitely determinable.]
		(ii) Par	rt-time Employees must complete a Year of Service (as defined in AA §4-3).
			(A) For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
			$\square$ (I) hours per week.
			$\square$ (II) hours per month.
			$\square$ (III) hours per year.
			(B) Describe part-time Employees for this purpose:
			[Note: A part-time employee must be described as an individual who works less than a specified number of hours (no greater than 40) during a standard work week.]
	<b>(</b> 6)	Under the Ela	apsed Time method as defined in AA §4-3(c) below.
	□ (7)	Describe elig	gibility conditions:
(b)		Age Requirer ate under the P	nent. An Eligible Employee (as defined in AA §3-1) must have attained the following age to lan.
	$\Box$ (1)	There is no n	ninimum age for Plan eligibility.
	□ (2)	Age 21.	
	□ (3)	Age 20½.	
	<b>4</b> (4)	Age <u>18</u> .	
□ (c)	Special eli	gibility rules.	The following special eligibility rules apply with respect to the Plan:
authori conditi	ized under 1 ons selecte	AA §6-6, unless d under this AA	A §4-1 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected otherwise under subsection (c) above. Subsection (c) may be used to apply the eligibility a §4-1 separately with respect to different Employee groups or different contribution formulas bility rules must be definitely determinable.]
			aployee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA te in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date.
□ (a)		iate. The date t requirements a	he minimum age and service requirements are satisfied (or date of hire, if no minimum age and pply).
□ (b)	Semi-ar	nual. The first	t day of the 1st and 7th month of the Plan Year.
□ (c)	Quarte	rly. The first da	ay of the 1st, 4th, 7th and 10th month of the Plan Year.
□ (d)	Monthl	y. The first day	of each calendar month.
☑ (e)	Payroll	period. The fi	rst day of the payroll period.
□ (f)	The firs	st day of the P	lan Year.

□ (g)	Describ	e Entry Date:
	[Note: A	Any Entry Date under this subsection $(g)$ must be within the dates described under $(a) - (f)$ .
An Elig service	gible Empl requireme	oyee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and ints in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:
□ (h)	next fo	llowing satisfaction of the minimum age and service requirements.
☑ (i)	coincid	ing with or next following satisfaction of the minimum age and service requirements.
□ (j)	nearest	the satisfaction of the minimum age and service requirements.
□ (k)	precedi	ing the satisfaction of the minimum age and service requirements.
		be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry pply for different groups of Employees, such different Entry Date provisions may be described below.
□ (l)	Describ	be any special rules that apply with respect to the Entry Dates under this AA §4-2:
	A §6-6, u	ons under this AA §4-2 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected nless elected otherwise under subsection (l) above. Any special rules under subsection (l) must be definitely
		<b>GIBILITY RULES.</b> In applying the minimum age and service requirements under AA §4-1 above, the rules apply:
du	ring an El	vice. An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service igibility Computation Period. Hours of Service are calculated based on actual hours worked during the omputation Period. (See Section 1.57 of the Plan for the definition of Hours of Service.)
Eli Se	igibility C rvice is re	<b>Computation Period.</b> If one Year of Service is required for eligibility, the Plan will determine subsequent computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan.) If more than one Year of quired for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Years. (See Section 2.03(a)(3)(ii) of the Plan.)
		efault eligibility rules, complete the applicable sections of this AA §4-3. <b>If this AA §4-3 is not completed, the</b> v rules apply.
□ (a)		Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of of Service during an Eligibility Computation Period.
□ (b)	required	ity Computation Period (ECP). The Plan will use Anniversary Years, unless more than one Year of Service is a under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)
☑ (c)	(as defi	d Time method. Eligibility service will be determined under the Elapsed Time method. An Eligible Employee ned in AA §3-1) must complete a Six (6) month period of service to participate in the Plan. (See Section (6) of the Plan.)
	date (or	Under the Elapsed Time method, service will be measured from the Employee's employment commencement reemployment commencement date, if applicable) without regard to the Eligibility Computation Period sted in Section 2.03(a)(3) of the Plan.]
□ (d)		<b>lency Method</b> . For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the ency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to:
	□ (1)	All Employees.
	□ (2)	Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
	Hours o	of Service for eligibility will be determined under the following Equivalency Method.
	$\square$ (3)	Monthly. 190 Hours of Service for each month worked.
	□ (4)	Weekly. 45 Hours of Service for each week worked.
	□ (5)	Daily. 10 Hours of Service for each day worked.
	□ (6)	Semi-monthly. 95 Hours of Service for each semi-monthly period worked.
	□ (7)	Describe Equivalency Method:
□ (e)	Special	eligibility provisions:

[Note: The elections under this AA §4-3 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (e) above. Any special rules under subsection (e) must be definitely determinable.]

4-4	requirer	nents und	ATE OF MINIMUM AGE AND SERVICE REQUIREMENTS. The AA §4-1 apply to all Employees under the Plan. An Employee will pervice with the Employer, including service earned prior to the Effective	participate as o		
		w Employe e this AA	ees employed on a specified date to enter the Plan without regard to the §4-4.	e minimum age	e and/or ser	vice conditions,
			ible Employee who is employed by the Employer on the following dested date without regard to minimum age and/or service requirements (a			Plan on the
		□ (a)	the Effective Date of this Plan (as designated in subsection (a) or (b) applicable).	of the Employ	er Signatur	re Page, as
		□ (b)	the date the Plan is executed by the Employer (as indicated on the E	mployer Signa	ture Page).	
		□ (c)	[insert date no earlier than the Effective Date of this Plan]			
		to the m	ible Employee who is employed on the designated date will enter the Ininimum age and service requirements under AA §4-1. If both minimum select subsection (d) or (e) below to designate which condition is wait	m age and serv	ice condition	
		□ (d)	This AA §4-4 only applies to the minimum service condition.			
		□ (e)	This AA §4-4 only applies to the minimum age condition.			
			visions of this AA §4-4 apply to all Eligible Employees employed on the se under subsection (f) or (g) below.	he designated	date unless	designated
		□ (f)	The provisions of this AA §4-4 apply to the following group of Emp	oloyees employ	ed on the d	esignated date:
		□ (g)	Describe special rules:			
		date un	An Employee who is employed as of the designated date described in the less a different Entry Date is designated under subsection (g) above. A nust be definitely determinable.]			
4-5	purpose	s of deteri	H PREDECESSOR EMPLOYER. Service with the following Predecentining eligibility, vesting and allocation conditions under this Plan, un(b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)			
	□ (a)	The Pla	n will count service with the following Predecessor Employers:			
			Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
		$\Box$ (1)				
	□ (b)	Describ	e any special provisions applicable to Predecessor Employer service:			
4-6	earned p	orior to a I	<b>RVICE.</b> Generally, an Employee will be credited with all service earned break in Service. To disregard service earned prior to a Break in Servicion 2.07 of the Plan.)			
	□ (a)		nployee incurs at least one Break in Service, the Plan will disregard all for purposes of determining eligibility to participate.	service earned	l prior to su	ch Break in
	□ (b)	Service	nployee incurs at least Breaks in Service, the Plan will disregard for purposes of determining eligibility to participate. [Enter "0" if print Employees.]			
	□ (c)		nvested Participant Break in Service rule applies to all Employees, incited employment.	luding Employ	ees who ha	ve not
	□ (d)	Describ	e:			

#### SECTION 5 COMPENSATION DEFINITIONS

5-1		<b>TOTAL COMPENSATION.</b> Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.94 of the Plan for a specific definition of the various types of Total Compensation.					
	<b>☑</b> (a)	W-2 Wages					
	□ (b)	Code §415	Compensation				
	□ (c)	Wages und	er Code §3401(a)				
	the Plan		of determining Total Compensation, each definition includes Elective Deferrals, as defined in Section 1.36 of tributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under				
5-2		SEVERANC 1.94(b) of the	<b>E COMPENSATION.</b> Total Compensation includes post-severance compensation, to the extent provided in Plan.				
	□ (a)		of post-severance compensation from Total Compensation. The following amounts paid after a s severance of employment are excluded from Total Compensation.				
			<b>Inused leave payments.</b> Payment for unused accrued bona fide sick, vacation, or other leave, but only if the mployee would have been able to use the leave if employment had continued.				
		c E	<b>Deferred compensation.</b> Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the mployee had continued in employment and only to the extent that the payment is includible in the mployee's gross income.				
		that are inc employmen	Compensation (as defined in Section 1.75 of the Plan) includes any post-severance compensation amounts ludible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of t from the definition of Plan Compensation under AA §5-3(j) below or may elect to exclude specific types of nce compensation from Plan Compensation under AA §5-3(l) below.]				
	□ (b)	include con include pos	on payments for disabled Participants. If this subsection (b) is not elected, Total Compensation does not tinuation payments for disabled Participants. If this subsection (b) is elected, Total Compensation shall t-severance compensation paid to a Participant who is permanently and totally disabled, as provided in 4(c) of the Plan.				
5-3		COMPENSA ons described	<b>TION.</b> Plan Compensation is <b>Total Compensation</b> (as defined in AA §5-1 above) with the following below.				
	☑ (a)	No exclusio	ons.				
	□ (b)		eferrals (as defined in Section 1.36 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and transportation fringes under Code §132(f)(4) are excluded.				
	□ (c)		enefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred on, and welfare benefits are excluded.				
	□ (d)	Compensat	ion above \$ is excluded.				
	□ (e)	Amounts re	seeived as a bonus are excluded.				
	□ (f)	Amounts re	seeived as commissions are excluded.				
	$\square$ (g)	Overtime p	ayments are excluded.				
	□ (h)	Amounts rethe Plan.)	sceived for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of				
			is subsection (h) is not elected, amounts received for services performed for a non-signatory Related re INCLUDED in Plan Compensation.]				
	□ (i)	"Deemed §	125 compensation" as defined in Section 1.94(d) of the Plan.				
	□ (j)	Amounts re	seeived after termination of employment are excluded. (See Section 1.94(b) of the Plan.)				
	□ (k)	Differential	Pay (as defined in Section 1.94(e) of the Plan).				

	□ (l)	Describe adjustments to Plan Compensation:			
	[Note: Any modification under subsection (l) above must be definitely determinable and preclude Employer discretion. The elections under this AA §5-3 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (l).]				
5-4	PERIO	FOR DETERMINING COMPENSATION.			
	(a)	<b>Compensation Period.</b> Plan Compensation will be determined on the basis of the following period(s). [ <i>Note:</i> If a period other than the Plan Year applies, any reference to the Plan Year as it refers to Plan Compensation will be deemed to be a reference to the period designated under this AA §5-4.]			
		☑ (1) The Plan Year.			
		$\square$ (2) The calendar year ending in the Plan Year.			
		$\square$ (3) The Employer's fiscal tax year ending in the Plan Year.			
		$\square$ (4) The 12-month period ending on which ends during the Plan Year.			
	(b)	<b>Compensation while a Participant.</b> Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan will be taken into account			
		To count compensation for the entire Plan Year, including compensation earned while an individual is not a Participan check below. (See Section 1.75(b) of the Plan.)			
		All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.			
	(c)	Few weeks rule. The few weeks rule (as described in Section $5.02(c)(7)(i)$ of the Plan) will not apply unless designate otherwise under this subsection (c).			
		Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.			
		SECTION 6			
		EMPLOYER AND EMPLOYEE CONTRIBUTIONS			
6-1	<b>EMPLOYER / EMPLOYEE CONTRIBUTIONS.</b> The Employer will contribute to the Plan each Plan Year the amount determined under the Employer Contribution formula designated in AA §6-2 below. If so elected under AA §6-6, the Employer also may authorize Employees to make After-Tax Employee Contributions and/or Employer Pick-Up Contributions under the Plan.				
6-2		<b>YER CONTRIBUTION FORMULA.</b> For the period designated in AA §6-4 below, the Employer will make the g Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below.			
	□ (a)	Fixed contribution.			
		□ (1) <b>Fixed percentage.</b> % of each Participant's Plan Compensation.			
		□ (2) <b>Fixed dollar.</b> \$ for each Participant.			
	□ (b)	Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement. The Employer will make an Employer Contribution based on a Collective Bargaining Agreement, employment agreement equivalent arrangement as follows:			
		[Note: Insert the appropriate contribution formula (and allocation formula, if applicable) from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinab as required under Treas. Reg. §1.401-1.]			

□ (c)	Permit	ted dispai	d disparity contribution.						
	$\Box$ (1)	Individ	Individual method. The Employer will contribute:						
		□ (i)	)% of each Participant's Plan Compensation plus						
		□ (ii)	% (	of each Partio	cipant's Excess Com	npensation.			
				ntage of Exce f the Plan.]	ess Compensation m	ay not exceed t	he Maxim	um Disparity Rate. See S	Section
	□ (2)	Particip	ants who s	<b>nethod.</b> The Employer will contribute% (not more than 25%) of total Plan Compensation of all nts who satisfy the allocation conditions under AA §6-5 below. The Employer Contribution will be under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan).					
	□ (3)	Modifie	cation of p	ermitted di	sparity rules.				
		□ (i)	subsecti		above, instead of th			sparity contribution under defined in Section 1.92	
			□ (A)	% of t the next hi	_	ase, increased	(but not al	oove the Taxable Wage F	Base) to
				□ (I)	N/A		□ (II)	\$1	
				$\square$ (III)	\$100		□ (IV)	\$1,000	
			□ (B)	\$ (not	to exceed the Taxal	ble Wage Base)	)		
			□ (C)	20% of the	e Taxable Wage Bas	se			
[Note: See Section $3.02(b)(2)(i)(C)$ of the Plan for rules regarding the Mothat may be used where an Integration Level other than the Taxable Wage Bo									
☑ (d) <b>Contribution for designated Employee groups.</b> The Employer will make an Employe Participants in the following designated groups. The amount to be contributed with resp group will be determined under subsection (2) below.					nployee				
	(1)	Designation groups:	_	loyee group	s. A separate Emplo	yer Contributio	on will be	made to the following Er	nployee
		☑ Gı	roup 1: <u>En</u>	nployees wh	o have completed 6	months of serv	rice		
		☑ Gı	roup 2: <u>En</u>	nployees wh	o have completed 3	years of service	e		
		☑ Gı	roup 3: <u>En</u>	nployees wh	o have completed 6	years of service	e		
		☑ Gı	roup 4: <u>En</u>	nployees wh	o have completed 10	0 years of servi	ce		
					designated above mi quirement of Treas. I			manner that will not vio	olate the
	(2)	Employer Contribution percentages.							
		$\overline{\checkmark}$	The con	tribution for	each Participant in	Group 1 will b	e:		
			<b>☑</b> (A)	<u>4</u> % of	f Plan Compensation	1.			
			□ (B)	\$					
			□ (C)	Maximum	amount permitted u	ınder Code §41	5.		
		$\overline{\checkmark}$	The con	tribution for	each Participant in	Group 2 will b	e:		
			<b>☑</b> (A)	<u>6</u> % of	f Plan Compensation	1.			
□ (B) \$									
			□ (C)	Maximum	amount permitted u	under Code §41	5.		
		$\overline{\checkmark}$	The con	ntribution for	each Participant in	Group 3 will b	e:		
			☑ (A)	<u>8</u> % of	f Plan Compensation	1.			
			□ (B)	\$					

			☐ (C) Maximum amount permitted under Code §415.		
		$\overline{\mathbf{Z}}$	The contribution for each Participant in Group 4 will be:		
			$\square$ (A) 10 % of Plan Compensation.		
			□ (B) \$		
			☐ (C) Maximum amount permitted under Code §415.		
	(3)	Participa Participa	<b>rules</b> – <b>More than one Employee group.</b> Unless designated otherwise under subsection (i), if a ant is in more than one allocation group described in subsection (1) above during the Plan Year, the ant will receive an Employer Contribution based on the Participant's status on the last day of the Plan dee Section 3.02(b)(3) of the Plan.)		
		□ (i)	<b>Determined separately for each Employee group.</b> If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.		
		□ (ii)	Describe:		
			[Note: The language under this subsection (ii) may only describe the amount of the Employer Contribution a Participant will receive when such Participant is in more than one allocation group. Any language under this subsection (ii) must be definitely determinable.]		
□ (e)	this pur	pose, a Pai	<b>bution.</b> The Employer will contribute% of each Participant's adjusted Plan Compensation. For rticipant's adjusted Plan Compensation is determined by multiplying the Participant's Plan an Actuarial Factor (as described in Section 1.03 of the Plan).		
		se under si	ctuarial Factor is determined based on a specified interest rate and mortality table. Unless designated absection (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984		
	□ (1)		<b>ble interest rate.</b> Instead of 8.5%, the Plan will use an interest rate of% (must be between 7.5%%) in determining a Participant's Actuarial Factor.		
	□ (2)		<b>ble mortality table.</b> Instead of the UP-1984 mortality table, the Plan will use the following mortality determining a Participant's Actuarial Factor:		
	□ (3)	Describ	e special rules applicable to age-based allocation:		
	[Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Subsection (3) must provide for a definitely determinable allocation method.]				
□ (f)			<b>ntribution.</b> The Employer will make the following contribution based on units of service designated $(3) - (5)$ below.		
	$\Box$ (1)	Fixed p	ercentage% of Plan Compensation paid for each period of service designated below.		
	□ (2)	Fixed d	ollar. \$ for each period of service designated below.		
	The serv	vice-based	contribution will be based on the following periods of service:		
	□ (3)	Each Ho	our of Service		
	□ (4)	Each we	eek of employment		
	□ (5)	Describe	e period:		
	The serv	vice-based	contribution is subject to the following rules.		
	□ (6)	Describe	e any special provisions that apply to service-based contribution:		
			(6) may only be used to describe a definite allocation formula. Any period described in subsection (5) nly to all Participants.]		
	AL RULE		cial rules apply with respect to Employer Contributions under the Plan, except to the extent 6-3.		
□ (a)	Limit o	n Employ	er Contributions. The Employer Contribution elected in AA §6-2 may not exceed:		
	□ (1)	%	of Plan Compensation		

		□ (2)	\$							
	□ (b)	Offset of Employer Contribution.								
		$\square$ (1) A Participant's contribution of Employer Contributions under AA §6-2 above is reduced by contribution under [insert name of plan(s)]. (See Section 3.02(b) of the Plan.)								
		□ (2)	In apply	ing the off	set under this subsect	tion (b), the following	rules app	oly:		
	□ (c)	Special	rules:							
		[Note: A	Any specia	l rules una	ler this subsection (c)	must be definitely de	terminabl	le.]		
6-4	4, in dete	ermining	the amoun	t of the Er				ess designated otherwise in this AA ler this AA §6, the contribution will I		
	earned d		following					ermined based on Plan Compensation sparity contribution formula is select		
	□ (a)	Plan Ye	ar quarter							
	□ (b)	calenda	r month							
	□ (c)	payroll <sub>l</sub>	period							
	□ (d)	Other: _								
	under the	[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this AA §6-4, this does not require the Employer to actually make contributions on the basis of such period. Employer Contributions may be contributed to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6-4.]								
6-5	an alloca	tion of E	mployer C	ontributio		<b>ote</b> : No allocation con		signated under this AA §6-5 to receiv pply to After-Tax Employee	'e	
	<b>☑</b> (a)	No allocation conditions apply with respect to Employer Contributions under the Plan.								
	□ (b)	Employ	ment con	dition. An	Employee must be e	mployed with the Em	ployer on	the last day of the Plan Year.		
	□ (c)	Minimu	ım service	condition	n. An Employee must	be credited with at le	east:			
		$\Box$ (1)	Hou	ırs of Serv	ice during the Plan Y	ear.				
			□ (i)	Hours of	Service are determin	ed using actual Hours	s of Servi	ce.		
			□ (ii)		Service are determing of the Plan:	ed using the followin	g Equiva	lency Method (as defined under Sect	ion	
				$\square$ (A)	Monthly		□ (B)	Weekly		
				□ (C)	Daily		□ (D)	Semi-monthly		
				□ (E)	Describe:					

			[Note: Any description under this subsection (E) must be definitely determinable.]				
	□ (2)	con	secutive days of employment with the Employer during the Plan Year.				
□ (d)	Except	ions.					
	□ (1)	The abo	ove allocation condition(s) will <b>not</b> apply if the Employee, during the Plan Year:				
		□ (i)	dies.				
		□ (ii)	terminates employment due to becoming Disabled.				
		□ (iii)	becomes Disabled.				
		□ (iv)	terminates employment after attaining Normal Retirement Age.				
			[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. The Employer may modify this rule in subsection (e) below.]				
		□ (v)	terminates employment after attaining Early Retirement Age.				
			[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. The Employer may modify this rule in subsection (e) below.]				
		□ (vi)	is on an authorized leave of absence from the Employer.				
	□ (2)		reptions selected under subsection (1) above will apply even if an Employee has not terminated ment at the time of the selected event(s).				
	□ (3)	The exc	reptions selected under subsection (1) above do not apply to:				
		□ (i)	an employment condition under subsection (b) above.				
		□ (ii)	a minimum service condition under subsection (c) above.				
□ (e)	Describ	e any spe	cial rules governing the allocation conditions under the Plan:				
	[Note: 1	Any specia	d rules under this subsection (e) must be definitely determinable.]				
AFTE	R-TAX EI	MPLOYE	E CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.				
□ (a)	Voluntary After-Tax Employee Contributions. If permitted under this subsection (a), a Participant may any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in of the Plan), except as limited under this subsection (a).						
	□ (1)		on Voluntary After-Tax Employee Contributions. If this subsection (1) is checked, the following pply to Voluntary After-Tax Employee Contributions:				
		□ (i)	Maximum limit. A Participant may make Voluntary After-Tax Employee Contributions up to				
			☐ (A)% of Plan Compensation				
			□ (B) \$				
			for the following period:				
			$\square$ (C) the entire Plan Year.				
			$\square$ (D) the portion of the Plan Year during which the Employee is eligible to participate.				
			$\square$ (E) each separate payroll period during which the Employee is eligible to participate.				
		□ (ii)	<b>Minimum limit.</b> The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:				
			☐ (A)% of Plan Compensation.				
			□ (B) \$				
	(2)	Entry D as set fo	e or revocation of Voluntary After-Tax Employee Contributions. In addition to the Participant's pate under the Plan, a Participant's election to change or resume an after-tax election will be effective orth under the After-Tax Employee Contributions election form or other written procedures adopted by a Administrator. A Participant must be permitted to change or revoke an after-tax election at least once				

		time. Unless designated otherwise in a Participants after-tax election form, a Participant's affirmative election to make an After-Tax Employee Contribution will cease upon termination of employment and the Participant will need to make a new election upon rehire.
	□ (3)	Other limits or special rules relating to Voluntary After-Tax Employee Contributions:
		[Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.]
□ (b)		tory After-Tax Employee Contributions. If this subsection (b) is checked, Employees are required to make ory After-Tax Employee Contributions in order to participate under the Plan.
	□ (1)	<b>Amount of Mandatory After-Tax Employee Contributions.</b> Employees are required to contribute the following amount in order to participate in the Plan:
		☐ (i)% of each Employee's Total Compensation.
		☐ (ii) \$ for each Participant.
		☐ (iii) Describe rate or amount:
	□ (2)	Special rules applicable to Mandatory After-Tax Employee Contributions:
□ (c)	to the ar	rer Pick-Up Contributions. Each Participant will be required to make a Pick-up Contribution to the Plan equal mount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Intributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)
	$\square$ (1)	The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:
		☐ (i)% of Plan Compensation.
		☐ (ii) \$ per pay period.
		☐ (iii) Any amount from% to% of Plan Compensation, as designated by the Employee.
		[Note: This subsection (iii) may only be selected if the Employee designates the amount as a one-time irrevocable election.]
	□ (2)	Elect this subsection (2) if an Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.
	□ (3)	Special rules applicable to Employer Pick-Up Contributions:
		Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.]
		SECTION 7
		RETIREMENT AGES
NORM	AL RETI	REMENT AGE. Normal Retirement Age under the Plan is:
<b>☑</b> (a)	Age <u>65</u>	(not to exceed 65).
□ (b)	The late	er of age (not to exceed 65) or the (not to exceed 5 <sup>th</sup> ) anniversary of:
	$\Box$ (1)	the Employee's participation commencement date (as defined in Section 1.68 of the Plan).
	□ (2)	the Employee's employment commencement date.
□ (c)	Describ	e Normal Retirement Age:
Plan Pa under a Retirem comply	articipants ge 55 is pr eent Age be with the fi	al Retirement Age must be reasonably representative of the typical retirement age for the industry in which the work. A Normal Retirement Age of at least age 62 is deemed to be reasonable while a Normal Retirement Age resumed not to satisfy this requirement unless facts and circumstances show otherwise. Whether a Normal retween 55 and 62 satisfies this requirement depends on the facts and circumstances. A Governmental Plan must nal Normal Retirement Age regulations under Treas. Reg. §1.401(a)-1, as amended, effective for Annuity curring in Plan Years beginning on or after the later of the two dates described in IRS Notice 2012-29. The

Employer may use AA §7-1(c), for example, to describe a reasonable Normal Retirement Age that is between age 55 and 62 that

takes into account service as well as age.]

7-2	EARLY Plan.	<b>EARLY RETIREMENT AGE.</b> Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.						
	□ (a)	A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:						
		□ (1)	Attainment of age					
		□ (2)	The anniversary of the date the Employee commenced participation in the Plan, and/or					
		□ (3)	The completion of Years of Service, determined as follows:					
			☐ (i) Same as for eligibility.					
			☐ (ii) Same as for vesting.					
	□ (b)	Describ	pe					
			SECTION 8 VESTING AND FORFEITURES					
			VESTING AND FORFEITURES					
8-1		<b>VESTING OF EMPLOYER CONTRIBUTIONS.</b> The Employer Contributions authorized under AA §6-2 will vest in accordance with the vesting schedule designated under AA §8-2.						
8-2			<b>EDULE.</b> The vesting schedule under the Plan is as follows. See Section 6.02 of the Plan for a description of the chedules under this AA §8-2.					
	<b>☑</b> (a)	Vesting	g schedule:					
		$\square$ (1)	Full and immediate vesting					
		$\square$ (2)	Three-year cliff vesting schedule					
		□ (3)	Six-year graded vesting schedule					
		<b>4</b> (4)	Modified vesting schedule					
			0% immediately on Plan participation					
			0 % after 1 Year of Service					
			25 % after 2 Years of Service					
			50 % after 3 Years of Service					
			75 % after 4 Years of Service					
			100 % after 5 Years of Service					
			100 % after 6 Years of Service					
			100 % after 7 Years of Service					
			100 % after 8 Years of Service					
			100 % after 9 Years of Service					
			100% after 10 Years of Service					
		□ (5)	Other vesting schedule:					
			If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre- Code vesting requirements.]					
	□ (b)	Special	provisions applicable to vesting schedule:					
			This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or t Employee groups under the Plan. Any special provision must satisfy the pre-ERISA Code vesting ments 1					

8-3			local in applying the vesting schedules under this AA §8, all service with the Employer counts for vesting lesignated otherwise under this AA §8-3.						
	□ (a)	Service	before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.						
	□ (b)	Service	completed before the Employee's birthday is excluded.						
	□ (c)	Describe	e vesting service exclusions:						
			n 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for g under the Plan.]						
8-4			N DEATH, DISABILITY OR EARLY RETIREMENT AGE. An Employee's vesting percentage increases to ployed with the Employer, the Employee						
	<b>☑</b> (a)	dies							
	<b>☑</b> (b)	terminat	es employment due to becoming Disabled						
	□ (c)	becomes	s Disabled						
	□ (d)	reaches	Early Retirement Age						
	□ (e)	Not app	licable. No increase in vesting applies.						
8-5			<b>FING RULES.</b> In applying the vesting requirements under this AA §8, the following default rules apply. [ <i>Note: It be made under this AA §8-5 if full and immediate vesting is selected under AA §8-2.</i> ]						
	a V	• <b>Year of Service.</b> An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.57 of the Plan for the definition of Hours of Service.)							
	Vesting Computation Period. The Vesting Computation Period is the Plan Year.								
	To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.								
	□ (a)	<b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of Hours of Service during a Vesting Computation Period.							
	□ (b)	Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is:							
		□ (1)	The 12-month period beginning with the Employee's Employment Commencement Date and, for subsequent Vesting Computation Periods, the 12-month period beginning with the anniversary of the Employee's Employment Commencement Date.						
		□ (2)	Describe:						
			Any Vesting Computation Period described in this subsection (2) must be a 12-consecutive month period and poly uniformly to all Participants.]						
	□ (c)	Elapsed Time Method. Instead of determining vesting service based on actual Hours of Service, vesting determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) where to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.)							
	□ (d)		lency Method. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the ency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to:						
		$\Box$ (1)	All Employees.						
		□ (2)	Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.						
		Hours o	f Service for vesting will be determined under the following Equivalency Method.						
		□ (3)	Monthly. 190 Hours of Service for each month worked.						
		□ (4)	Weekly. 45 Hours of Service for each week worked.						
		□ (5)	Daily. 10 Hours of Service for each day worked.						
		□ (6)	Semi-monthly. 95 Hours of Service for each semi-monthly period.						

		□ (7)	Describe Equivalency Method:				
			[Note: Any description of an Equivalency Method under this subsection (7) must be definitely determinable.]				
	□ (e)	Special	rules:				
		[Note: 1	Any special rules under this subsection (e) must be definitely determinable.]				
8-6	earned p	prior to a l	<b>RVICE.</b> Generally, an Employee will be credited with all service earned with the Employer, including service Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA in 6.08 of the Plan.)				
	□ (a)		mployee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in for purposes of determining vesting under the Plan.				
	□ (b)	such co	mployee incurs at least consecutive Breaks in Service, the Plan will disregard all service earned prior to insecutive Breaks in Service for purposes of determining vesting under the Plan. [Enter "0" if prior service will egarded for all rehired Employees.]				
	□ (c)		invested Participant Break in Service rule applies to all Employees, including Employees who have not ited employment.				
	□ (d)	Describ	e any special rules for applying the vesting Break in Service rules:				
		[Note: A	Any special rules under this subsection (d) must be definitely determinable.]				
8-7	ALLO	CATION	OF FORFEITURES.				
	The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may design under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)						
	□ (a)	N/A. A	ll contributions are 100% vested. [Do not complete the rest of this AA §8-7.]				
	□ (b)	Realloc	rated as additional Employer Contributions.				
	□ (c)	Used to	reduce Employer Contributions.				
	For pur	poses of s	ubsection (b) or (c) above, forfeitures will be applied:				
	$\Box$ (d)	for the	Plan Year in which the forfeiture occurs.				
	□ (e)	for the	Plan Year following the Plan Year in which the forfeitures occur.				
	Prior to	applying	forfeitures under subsection (b) or (c) above.				
	□ (f)	Forfeitu	ares will be used to pay Plan expenses. (See Section 6.11(d) of the Plan.)				
	□ (g)	Forfeitu	ares will not be used to pay Plan expenses.				
			e amount of forfeitures to be allocated under subsection (b) above, the same allocation conditions apply as under designated otherwise below.				
	□ (h)	Forfeitu	ares are not subject any allocation conditions.				
	□ (i)	Forfeitu	ares are subject to a last day of employment allocation condition.				
	□ (j)	Forfeitu	ares are subject to a Hours of Service minimum service requirement.				
	In deter	etermining the treatment of forfeitures under this AA §8-7, the following special rules apply:					
	□ (k)	Describ	e:				
8-8	SPECL	AL RULI	ES REGARDING CASH-OUT DISTRIBUTIONS.				
	(a)	while st	onal allocations. If a terminated Participant receives a complete distribution of his/her vested Account Balance till entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the pant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)				
		To mod	lify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).				
			The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.				

	(b)	<b>Timing of forfeitures.</b> A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the treated as having an immediate forfeiture of his/her nonvested Account Balance.				
		To mod AA §8-	lify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this 8(b).			
			A forfeiture will occur upon the completion of consecutive Breaks in Service (as defined in Section 6.08 of the Plan).			
	(c)	Cash-O	nent of Cash-Out Distribution. Unless elected otherwise under this AA §8-8(c), if a Participant receives a ut Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such ant may repay to the Plan the amount received as a Cash-Out Distribution.			
			If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 6.10(a)(2) do not apply.			
8-9			E FOR FORFEITURE UPON DEATH OF A PARTICIPANT. Unless elected below, no vested benefits are death of a Participant.			
	To mod	ify this de	fault forfeiture rule, check to box below.			
		event m	n will forfeit benefits (including vested benefits) upon the death of a Participant, if not precluded by law. In no may the Plan forfeit any amounts attributable to After-Tax Employee Contributions under the Plan or if the Plan menced distributions prior to the Participant's death.			
			SECTION 9 DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT			
			DISTRIBUTION TROVISIONS - TERMINATION OF EMILECTMENT			
9-1			ORMS OF DISTRIBUTION.			
	upon te	rmination	<b>ibution.</b> A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or outions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the			
	Addition this AA		bution options. To provide for additional distribution options, check the applicable distribution forms under			
	□ (a)		<b>nent distributions.</b> A Participant may take a distribution over a specified period not to exceed the life or life ncy of the Participant (and a designated beneficiary).			
	□ (b)		<b>lump sum.</b> A Participant may take a distribution of less than the entire vested Account Balance upon tion of employment.			
			Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$			
	□ (c)		y distributions. A Participant may elect to have the Plan Administrator use the Participant's vested Account to purchase an annuity as described in Section 7.01 of the Plan.			
	□ (d)	Describ	be distribution options:			
		-	Any distribution option described in this subsection (d) may not be subject to the discretion of the Employer or lministrator.]			
9-2	PARTI	CIPANT	AND SPOUSAL CONSENT.			
	□ (a)	\$5,000 Particip Plan, ex	ntary Cash-Out Distribution. A Participant who terminates employment with a vested Account Balance of or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a ant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the accept to the extent provided otherwise under this AA §9-2. See Section 7.03 of the Plan for additional rules are the Participant consent requirements under the Plan.			
		□ (1)	<b>No Involuntary Cash-Out Distributions.</b> The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)			
		□ (2)	<b>Involuntary Cash-Out Distribution threshold.</b> A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$			

	□ (3)	<b>Application of Automatic Rollover rules.</b> The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).			
	□ (4)	<b>Distribution upon attainment of stated age.</b> Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.			
	□ (5)	<b>Treatment of Rollover Contributions</b> . Unless elected otherwise under this subsection (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this subsection (5).			
□ (b)	beneficia	<b>consent.</b> Spousal consent is not required for a Participant to receive a distribution or name an alternate ary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding consent under the Plan.			
	□ (1)	<b>Distribution consent.</b> A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$			
	□ (2)	<b>Beneficiary consent.</b> A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.			
□ (c)	Describ	e any special rules affecting Participant or Spousal consent:			
	[Note: A	ny special rules under this subsection (c) must be definitely determinable.]			
TIMINO	G OF DIS	TRIBUTIONS UPON TERMINATION OF EMPLOYMENT.			
(a)	<b>Distrib</b> u Account	<b>Ition of vested Account Balances exceeding \$5,000.</b> A Participant who terminates employment with a vested Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted A \$9-1 within a reasonable period following:			
	<b>(</b> 1)	the date the Participant terminates employment.			
	□ (2)	the last day of the Plan Year during which the Participant terminates employment.			
	□ (3)	the first Valuation Date following the Participant's termination of employment.			
	□ (4)	the end of the calendar quarter following the date the Participant terminates employment.			
	□ (5)	attainment of Normal Retirement Age, death or becoming Disabled.			
	□ (6)	Describe:			
	[Note: A	ny special rules under this subsection (6) must be definitely determinable.]			
(b)	<b>Distribution of vested Account Balances not exceeding \$5,000.</b> A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a <b>lump sum</b> distribution of his/her vested Account Balance within a reasonable period following:				
	<b>(</b> 1)	the date the Participant terminates employment.			
	□ (2)	the last day of the Plan Year during which the Participant terminates employment.			
	□ (3)	the first Valuation Date following the Participant's termination of employment.			
	□ (4)	the end of the calendar quarter following the date the Participant terminates employment.			
	□ (5)	Describe:			
	[Note: A	ny special rules under this subsection (5) must be definitely determinable.]			
□ (c)	Alternate Cash-Out distribution threshold. Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the threshold for distributions upon termination of employment will be based on a vested Account Balance of \$				

	□ (d)	Describe addition	onal distribution options:					
		[ <b>Note:</b> Any addit Employer or Plan	ional distribution option described in this subsection (d) may not be subject to the discretion of the n Administrator.]					
9-4	employ		<b>DISABILITY.</b> Unless designated otherwise under this AA §9-4, a Participant who terminates becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner on termination.					
	□ (a)		<b>ibution upon termination of employment.</b> Distribution will be made as soon as reasonable following cipant terminates employment on account of becoming Disabled.					
	□ (b)		<b>distribution upon termination of employment.</b> Distribution will be made as soon as reasonable t day of the Plan Year during which the Participant terminates on account of becoming Disabled.					
	□ (c)	Describe:						
			bution event described in this subsection (c) will apply uniformly to all Participants under the Plan ubject to the discretion of the Employer or Plan Administrator.]					
9-5	DETER	RMINATION OF	BENEFICIARY.					
	(a)	<b>Default beneficiaries.</b> Under Section 7.07(c) of the Plan, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.						
		☐ If this s	subsection (a) is checked, the default beneficiaries under Section 7.07(c)of the Plan are modified as s:					
		□ (1)	The Plan adopts the default beneficiary rules under Section 7.07(c) of the Plan, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, <b>per stirpes.</b>					
		□ (2)	Describe other modifications to the default beneficiaries under Section 7.07(c) of the Plan:					
			[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]					
	(b)	Participant, the d	<b>age rule.</b> For purposes of determining whether an individual is considered the surviving Spouse of the etermination is based on the marital status as of the date of the Participant's death, unless designated this subsection (b).					
		Spouse the Par death,	subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving must have been married for the entire one-year period ending on the date of the Participant's death. If ticipant and surviving Spouse are not married for at least one year as of the date of the Participant's the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution ons of the Plan. (See Section 9.03 of the Plan.)					
	(c)	Beneficiary and	<b>Divorce of Spouse.</b> Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.					
			subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the pant and Spouse.					
		designation enter	07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary red into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.					

#### **SECTION 10** IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

10-1		<b>AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.</b> A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §10-1.							
	<b>☑</b> (a)	No in-se	ervice distributions	are permitted.					
	□ (b)	Attainm	ent of age [ma	y not be earlier	than a	ge 62].			
	□ (c)	Attainm	ent of Normal Reti	rement Age.					
10-2	After-Ta	ax Employ distributio	yee Contributions u	nder AA §6-6, u over Account ar	ınless e nd Afte	<b>CES.</b> If the Plan allows for Rollover Contributions under AA §C-2 or elected otherwise under this AA §10-2, a Participant may take an inter-Tax Employee Contribution Account at any time. Employer Picktion.			
			his AA §10-2 is con yee Contributions a			in-service distribution provisions apply for Rollover Contributions, Jp Contributions:			
	Roll	over	After-Tax	Pick-Up					
		]			(a)	No in-service distributions are permitted.			
		]			(b)	Attainment of age (Not greater than age 70½).			
		]			(c)	Attainment of Normal Retirement Age.			
		]			(d)	Attainment of Early Retirement Age.			
		]			(e)	Describe:			
10-3	SPECIA	AL DISTI	RIBUTION RULE	ES. No special di	stribut	ion rules apply, unless specifically provided under this AA §10-3.			
	□ (a)	In-servi	ce distributions wil	l only be permit	ted if the	he Participant is 100% vested in the amounts being withdrawn.			
	□ (b)	A Partic	cipant may take no	more than i	n-serv	ice distribution(s) in a Plan Year.			
	□ (c)	A Partic	cipant may not take	an in-service di	stributi	ion of less than \$			
	□ (d)	A Partic	cipant may not take	an in-service di	stributi	ion of more than \$			
	□ (e)	Other d	istribution rules:						
10-4	REQUIRED MINIMUM DISTRIBUTIONS.								
	(a)	Required distributions after death. If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan apply. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.							
				under this subsection (a), any death distributions to a Designated Beneficiary will be made ar rule or the life expectancy method, as elected below:					
		□ (1)	(1) The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.						
		□ (2)	The life expectar	ncy method unde	er Secti	ions 8.02 and 8.04 of the Plan (and not the 5-year rule).			
	□ (b)	Describ	e any special rule	s applicable to 1	requir	ed minimum distributions:			
	[Note: Any special rule under this subsection (b) must satisfy the requirements of Code §401(a)(9). This subsection (b may be used to override the default provision under Section 8.06(b) of the Plan. For example, the Employer may designate the life expectancy rules as the default rather than the five-year rule when a Participant or Beneficiary fails to make an election.]								

#### SECTION 11 MISCELLANEOUS PROVISIONS

11-1	PLAN VALUATION. The Plan is valued annually, as of the last day of the Plan Year.					
	<b>☑</b> (a)	Additional valuation dates. In addition, the Plan will be valued on the following dates:				
		<b>1</b> (1)	<b>Daily.</b> The Plan is valued at the end of each business day during which the New York Stock Exchange is open.			
		□ (2)	Monthly. The Plan is valued at the end of each month of the Plan Year.			
		□ (3)	Quarterly. The Plan is valued at the end of each Plan Year quarter.			
		□ (4)	Describe:			
		-	The Employer may elect operationally to perform interim valuations, regardless of any selection in this ion (a).]			
	□ (b)	b) <b>Special rules.</b> The following special rules apply in determining the amount of income or loss allocated to Partic Accounts:				
11-2			ES FOR APPLYING THE CODE §415 LIMITATION. The provisions under Section 5.02 of the Plan apply etermining the Code §415 Limitation.			
	Comple of the P		A §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02			
	□ (a)	Limita	tion Year. Instead of the Plan Year, the Limitation Year is the 12-month period ending			
			If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-period ending on the last day of the short Plan Year.]			
	□ (b)	<b>Imputed compensation.</b> For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Participant who terminates employment on account of becoming disabled as described under Section 5.02(c)(7)(ii) of the Plan.				
	□ (c) Special rules:					
		[Note: A	Any special rules under this subsection (c) must be consistent with the requirements of Code §415.]			
11-3			RVICE PROVISIONS BENEFIT ACCRUALS. The benefit accrual provisions under Section 15.04 of the . To apply the benefit accrual provisions under Section 15.04 of the Plan, check the box below.			
		If this b	lity for Plan benefits. Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. box is checked, an individual who dies or becomes disabled in qualified military service will be treated as byed for purposes of determining entitlement to benefits under the Plan.			
11-4			T TO PARTICIPATE. (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan may waive out of Plan participation.			
	To allow Employees to make a one-time irrevocable waiver, check below.					
		An Em	ployee may make a one-time irrevocable election not to participate under the Plan.			
11-5	Howeve	er, the Em	<b>OF CERTAIN BENEFITS.</b> The protected benefits rules under Code §411(d)(6)) do not apply to the Plan. ployer may describe below (or in a separate addendum attached to this Adoption Agreement) the treatment of ollowing events such as plan merger or consolidation, transfer of assets or similar events.			
	Describ	Describe treatment of benefits:				
	[Note: If the benefit described here in the Plan or a plan being merged into the Plan is not either (i) available as a provision through the Pre-Approved Plan or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If the benefit described here in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date.]					

11-6	<b>SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.</b> If the Plan is a Multiple Employer Plan (as designated under AA \$2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the Plan apply.			
	The following special rules apply with respect to Multiple Employer Plans:			
	[Note: Any special rules under this AA §11-6 must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).]			

# APPENDIX A SPECIAL EFFECTIVE DATES

[Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.]

□ A-1	Eligible Employees. The definition of Eligible Employee under AA §3 is effective as follows:
□ A-2	<b>Minimum age and service conditions.</b> The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:
□ A-3	Compensation definitions. The compensation definitions under AA §5 are effective as follows:
□ A-4	Employer Contributions. The Employer Contribution provisions under AA §6 are effective as follows:
□ A-5	<b>After-Tax Employee and Pick-Up Contributions.</b> The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under AA §6-6 of the Plan are effective as follows:
□ A-6	<b>Retirement ages.</b> The retirement age provisions under AA §7 are effective as follows:
□ A-7	Vesting and forfeiture rules. The rules regarding vesting and forfeitures under AA §8 are effective as follows:
□ A-8	<b>Distribution provisions.</b> The distribution provisions under AA §9 are effective as follows:
□ A-9	<b>In-service distributions and Required Minimum Distributions.</b> The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:
□ A-10	Miscellaneous provisions. The provisions under AA §11 are effective as follows:
□ A-11	<b>Special effective date provisions for merged plans.</b> If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply as follows:
□ A-12	Other special effective dates:
□ A-13	<b>Special effective dates for restated pre-approved plans:</b> Use this A-13 to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-12) to memorialize these changes or they may use this A-13. If the adopting employer uses this A-13, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:

#### APPENDIX B LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B, or any modifications to a separate loan policy describing the loan provisions selected under the Plan, will not affect an Employer's reliance on the IRS Favorable Letter. All loans are subject to any internal limitations imposed by the Investment Arrangement or the service provider or platform.

B-1	Are <b>PARTICIPANT LOANS</b> permitted? (See Section 13 of the Plan.)				
	□ (a)	Yes			
	<b>☑</b> (b)	No			
B-2	LOAN PROCEDURES.				
	□ (a)	Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.			
	□ (b)	Loans will be provided under a separate written loan policy.			
		[Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.]			
B-3	not avail	ABILITY OF LOANS. Participant loans are available to all active Participants and Beneficiaries. Participant loans are able to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default n, check subsections (a), (b) and/or (c) below:			
	□ (a)	A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.			
	□ (b)	A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.			
	□ (c)	An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may <b>not</b> request a loan from the Plan.			
	$\square$ (d)	Describe limitations on receiving loans under the Plan:			
		[Note: Any limitation under subsection (d) must be definitely determinable and not provide any Employer discretion.]			
B-4	outstand	LIMITS. The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all ing loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.			
		A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.			
		[Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.]			
B-5	any time	<b>ER OF LOANS.</b> The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at a. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, e subsection (a) or (b) below.			
	□ (a)	A Participant may have loans outstanding at any time.			
	□ (b)	There are no restrictions on the number of loans a Participant may have outstanding at any time.			
		AMOUNT. The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.			
	□ (a)	There is no minimum loan amount.			
	□ (b)	The minimum loan amount is \$			
	□ (c)	The maximum loan amount is \$			

B-7	<b>INTEREST RATE.</b> The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.				
	□ (a)	The prime interest rate plus percentage point(s).			
	□ (b)	The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.			
	□ (b)	Describe:			
	[Note: A	Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.]			
B-8	Particip	OSE OF LOAN. The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a ant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship check this AA §B-8.			
	□ (a)	A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section $7.10(e)(1)(i)$ of the Plan.			
	□ (b)	A Participant may only receive a Participant loan under the following circumstances:			
B-9	Code §7	CATION OF LOAN LIMITS. If Participant loans are not available from all contribution sources, the limitations under $72(p)$ and the adequate security requirements of the Department of Labor regulations will be applied by taking into account icipant's entire Account Balance. To override this provision, complete this AA §B-9.			
		The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.			
B-10	the end	<b>PERIOD.</b> The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default on to apply a shorter cure period, complete this AA §B-10.			
	□ (a)	The cure period for determining when a Participant loan is treated as in default will be days (cannot exceed 90) following the end of the month in which the loan payment is missed.			
	□ (b)	The cure period for determining when a Participant loan is treated as in default will be the greater of days (cannot exceed 90) following the end of the month in which the loan payment is missed or the last day of the second calendar quarter following the calendar quarter in which the missed payment was due.			
	□ (c)	The cure period for determining when a loan is treated as in default will be days (cannot exceed 90) following the first missed loan payment.			
B-11	residenc	<b>DIC REPAYMENT – PRINCIPAL RESIDENCE.</b> If a Participant loan is for the purchase of a Participant's primary se, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this provision, complete this AA §B-11.			
	□ (a)	The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.			
	□ (b)	The loan repayment period for the purchase of a principal residence may not exceed years (may not exceed 30).			
	□ (c)	Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.			
		<b>INATION OF EMPLOYMENT.</b> Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable pon the Participant's termination of employment. To override this default provision, complete this AA §B-12.			
		A Participant loan will not become due and payable in full upon the Participant's termination of employment.			
		<b>T ROLLOVER OF A LOAN NOTE.</b> Section 13.10(b) of the Plan provides that upon termination of employment a ant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.			
		A Participant may <b>not</b> request the Direct Rollover of the loan note upon termination of employment.			
B-14	<b>LOAN RENEGOTIATION.</b> The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.				

	□ (a)	A Participant may <b>not</b> renegotiate the terms of a loan.	
	□ (b)	The following special provisions apply with respect to renegotiated loans:	
B-15	MODIF	ICATIONS TO DEFAULT LOAN PROVISIONS.	
		The following special rules will apply with respect to Participant loans under the Plan:	
	[Note: Any provision under this AA §B-15 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]		

# APPENDIX C ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1	<b>DIRECTION OF INVESTMENTS.</b> Are Participants permitted to <b>direct investments</b> ? (See Section 10.07 of the Plan.)					
	□ (a)	No				
	☑ (b)	Yes, but subject to the following restrictions:				
		<b>(</b> 1)	No restrictions apply			
		□ (2)	Only for Accounts that are 100% vested			
		□ (3)	Specify Accounts:			
		□ (4)	Describe any special rules that apply for purposes of direction of investments:			
			[Note: This subsection (4) may be used to describe special investment provisions for specific types of investments or for specific Accounts, such as the Rollover Contribution Account.]			
C-2	ROLLO	OVER CO	ONTRIBUTIONS. Does the Plan accept Rollover Contributions? (See Section 3.05 of the Plan.)			
	□ (a)	No				
	<b>☑</b> (b)	Yes				
		□ (1)	If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.			
		□ (2)	Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.			
		□ (3)	Describe any special rules for accepting Rollover Contributions:			
	rollovei	rs from de	oyer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept signated plan types. For example, the Employer may decide not to accept rollovers from certain designated ) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the			
C-3	LIFE INSURANCE. Are life insurance investments permitted? (See Section 10.08 of the Plan.)					
	<b>☑</b> (a)	No				
	□ (b)	Yes				
C-4	<b>QDRO PROCEDURES.</b> Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.05 of the Plan (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.05 of the Plan and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.					
	<b>☑</b> (a)	The Em	ployer elects to have the requirements of Section 11.05 of the Plan apply to its Plan.			
	□ (b)	The requirements of Section 11.05 of the Plan do not apply to the Plan. The procedures for addressing the receipt domestic relations orders are either set forth below or in separate administrative procedures.				
		Describ	e domestic relations procedures:			

#### EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION.	This Signature	Page is being	executed to	effect:
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- □ (a) The adoption of a **new plan**, effective [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- ☑ (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 3 Pre-Approved Plans, pursuant to Rev. Proc. 2017-41.
  - (1) Effective date of restatement: <u>1-1-2025</u>. [Note: Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
  - (2) Name of plan(s) being restated: Lower Gwynedd Township Money Purchase Plan
  - (3) The original effective date of the plan(s) being restated: 1-1-2014
- □ (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 3 Pre-Approved Plans under Rev. Proc. 2017-41). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Effective Date(s) of amendment/restatement:
  - (2) Name of plan being amended/restated:
  - (3) The original effective date of the plan being amended/restated:
  - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended:

**PRE-APPROVED PLAN PROVIDER INFORMATION.** The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the IRS Opinion Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

Name of Pre-Approved Plan Provider (or authorized representative): TPS Group

**Address:** 127 Washington Ave. West Wing, P.O. Box 478 North Haven, CT 06473

**Telephone number:** 203 234-2229

IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the Internal Revenue Service to the Pre-Approved Plan Provider as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2017-41. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #03. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Lower Gwynedd Township	
(Name of Employer)	
Mimi Gleason	Township Manage
(Name of authorized representative)	(Title
Mimi Geason	7/24/2025
(Signature)B0A4E0649F4400	(Date

#### TRUST DECLARATION

This Trust Declaration may be used to identify and adopt the Trust associated with the Plan.

[Note: The Internal Revenue Service does not review the Trust Declaration, or the trust provisions associated with Pre-Approved Plans. Therefore, the provisions of the Trust Declaration, ASC Trust Agreement or any separate Trust agreement have not been approved by the IRS and the IRS opinion letter does not cover such Trust Agreement. The Provider, the Trustee and the adopting Employer should review the applicable Trust provisions, and any modifications thereto, with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

Nam	e of Plan.	Lower Gv	vynedd Township 401(a) Plan			
Nam	e of Empl	oyer. Low	ver Gwynedd Township			
Effe	ctive date	of Trust A	Agreement: 1-1-2025			
(a)	The Tr	The Trust terms are:				
	<b>(</b> 1)	Determined under the Trust provisions contained in the ASC Trust Agreement - Standard.				
		[Note: Trustee must complete the Trustee Signature section under Section (b) below.]				
		□ (i)	<b>Directed Trustee.</b> The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.			
		☑ (ii)	<b>Discretionary Trustee.</b> The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.			
		under Se Agreem modifica	cation of ASC Trust Agreement Provisions. The Employer may amend the Trust provisions as provided ection 1.18 of the ASC Trust Agreement. Plan provisions will override any conflicting provisions in the Trust ent, including any modification thereto. The Provider and the adopting Employer should review any ations of the ASC Trust Agreement with legal counsel to ensure the provisions are appropriate for the Plan and nt with Employer elections.]			
	□ (2)	that has	ined under a separate Trust agreement(s). The Trust provisions are contained in a separate Trust Agreement been furnished to the Employer. Notwithstanding the terms of the Plan, the terms of the Trust Agreement shall the rights and responsibilities of the Trustee with respect to the Trust and the assets held in such Trust.			
		Name of Trustee.				
		Title of Trust Agreement.				
		Address of Trustee.				
		Trustee	n using a separate Trust Agreement, the Trustee may adopt such Trust Agreement by either completing the Signature section under Section (b) below or may execute the separate Trust Agreement. In either case, the tion above – Name of Trustee, Title of Trust Agreement and Address of Trustee – must be completed.]			
	□ (3)		funded with custodial accounts, annuity contracts and/or insurance contracts. There is no Trust associated Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance s.			
		annuity	No signature is required under this Trust Declaration if the Plan is funded exclusively with custodial accounts, contracts and/or insurance contracts. The Employer or Plan Administrator may enter into a separate ent with the custodian or insurance company. Such separate agreement must be consistent with the terms of the			

Plan.]

#### (b) Trustee/Employer Signatures.

(1) **Trustee Signature.** By signing below, the designated Trustee(s) accept the responsibilities and obligations set forth under the Trust Agreement specified in this Trust Declaration. By signing this Trust Declaration Page, the individual(s) below represent that they have the authority to sign on behalf of the Trustee.

Mimi Gleason (Print name of Traste Signed by: Mini Gleason 7/24/2025 (Signature of Trustee 1904 (Signature of Trustee 1904 (Signature of Trustee) (Date) Employer Signature. By signing below, the Employer accepts the terms of the Trust Agreement, as specified in this (2) Trust Declaration. By signing this Trust Declaration, the individual below represents that he/she has the authority to adopt the Trust Agreement and sign on behalf of the Employer as sponsor of the Plan. Mini Gleason 7/24/2025 (Signatiboe456 Entployer's authorized representative) (Date) (Print name of Employer's authorized representative) Township Manager

(Title of Employer's authorized representative)

#### ASC TRUST AGREEMENT (GOVERNMENTAL)

1.01 Establishment of Trust. In conjunction with the establishment and/or maintenance of the Lower Gwynedd Township 401(a) Plan, effective as of 1-1-2025, the Employer and the Trustee (as identified in the executed Trust Declaration associated with the Plan's Adoption Agreement) agree to establish and maintain a domestic Trust in the United States consisting of such sums as shall from time to time be paid to the Trustee under the Plan and such earnings, income and appreciation as may accrue thereon. The Trustee shall carry out the duties and responsibilities herein specified but shall be under no duty to determine whether the amount of any contribution by the Employer or any Participant is in accordance with the terms of the Plan.

The Trust shall be held, invested, reinvested and administered by the Trustee in accordance with the terms of the Plan and this ASC Trust Agreement (Governmental) solely in the interest of Participants and their Beneficiaries and for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan. Except as provided in Section 15.02 of the Plan, no assets of the Plan shall inure to the benefit of the Employer.

Capitalized terms under this ASC Trust Agreement (Governmental) have the same meaning as defined under the Plan.

- **1.02** Types of Trustees. The Trustee may act either as a Directed Trustee or as a Discretionary Trustee, as designated in the Trust Declaration.
  - (a) <u>Directed Trustee.</u> A Directed Trustee is subject to the direction of the Plan Administrator, the Employer, a properly appointed investment manager, or a Plan Participant. A Directed Trustee does not have any discretionary authority with respect to the investment of Plan assets. In addition, a Directed Trustee is not responsible for the propriety of any directed investment made pursuant to this ASC Trust Agreement (Governmental) and shall not be required to consult with or advise the Employer regarding the investment quality of any directed investment held under the Plan.
    - (1) <u>Delegation of powers.</u> The Directed Trustee shall be advised in writing regarding the retention of investment powers by the Employer or the appointment of an investment manager or other properly authorized person with power to direct the investment of Plan assets. Any such delegation of investment powers will remain in force until such delegation is revoked or amended in writing. The Employer is deemed to have retained investment powers under this subsection to the extent the Employer directs the investment of Participant Accounts for which affirmative investment direction has not been received.
    - (2) <u>Direction of Trustee.</u> Any investment direction shall be made in writing by the Employer, investment manager, or other properly authorized person, as applicable. A Directed Trustee must act solely in accordance with the direction of the Plan Administrator, the Employer, any employees or agents of the Employer, a properly appointed investment manager or other fiduciary of the Plan, a Plan Participant or other properly authorized person. (See Section 10.07 of the Plan and Section 1.04 of this ASC Trust Agreement (Governmental) relating to Participant-directed investments.)
    - (3) Restriction on Trustee. The Employer may direct the Directed Trustee to invest in any media in which the Trust may invest. However, the Employer may not borrow from the Trust or pledge any of the assets of the Trust as security for a loan to itself; buy property or assets from or sell property or assets to the Trust; charge any fee for services rendered to the Trust; or receive any services from the Trust on a preferential basis.
  - (b) <u>Discretionary Trustee.</u> A Discretionary Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets. Notwithstanding a Trustee's designation as a Discretionary Trustee, a Trustee's discretion is limited, and the Trustee shall be considered a Directed Trustee, to the extent the Trustee is subject to the direction of the Plan Administrator, the Employer, or a properly appointed investment manager under an agreement between the Plan Administrator and the Trustee. A Trustee also is considered a Directed Trustee to the extent the Trustee is subject to investment direction of a Plan Participant. (See Section 10.07 of the Plan and Section 1.04 of this ASC Trust Agreement (Governmental) relating to Participant-directed investments.)
- Responsibilities of the Trustee. In addition to the powers, rights and responsibilities enumerated under this ASC Trust Agreement (Governmental), the Trustee has all powers necessary to carry out its duties in a prudent manner. The Trustee's powers, rights and responsibilities may be modified, supplemented or limited by a separate trust agreement or addendum, investment policy, funding agreement, or other binding document entered into between the Trustee and the Plan Administrator or Employer. Such binding document must designate the Trustee's responsibilities with respect to the Plan. A separate trust agreement or addendum, investment policy, funding agreement, or other binding document must be consistent with the terms of the Plan and must comply with all qualification requirements under the Code and regulations. To the extent the exercise of any power, right or responsibility is subject to discretion, such exercise by a Directed Trustee must be made at the direction of the Plan Administrator, the Employer, an investment manager, a Plan Participant or other properly authorized person.
  - (a) Responsibilities regarding administration of the Trust.
    - (1) The Trustee, the Employer and the Plan Administrator shall each discharge their assigned duties and responsibilities

under this ASC Trust Agreement (Governmental) and the Plan solely in the interest of Participants and their Beneficiaries in the following manner:

- for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan;
- (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (iii) by diversifying the available investments under the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.
- (2) The Trustee will receive all contributions, earnings and other amounts made to and under the terms of the Plan. The Trustee is not obligated in any manner to ensure that such amounts are correct in amount or that such amounts comply with the terms of the Plan or the Code. The Trustee is not liable for the manner in which such amounts are deposited or the allocation between Participant's Accounts, to the extent the Trustee follows the written direction of the Plan Administrator or Employer.
- (3) The Trustee will make distributions (and Participant loans, if authorized under the Plan) from the Trust in accordance with the written directions of the Plan Administrator or other authorized representative. To the extent the Trustee follows such written direction, the Trustee is not obligated in any manner to ensure a distribution (or Participant loan) complies with the terms of the Plan, that a Participant or Beneficiary is entitled to such a distribution (or Participant loan), or that the amount distributed (or loaned) is proper under the terms of the Plan. If there is a dispute as to a payment from the Trust, the Trustee may decline to make payment of such amounts until the proper payment of such amounts is determined by a court of competent jurisdiction, or the Trustee has been indemnified to its satisfaction.
- (4) The Trustee may employ agents, attorneys, accountants and other third parties to provide counsel on behalf of the Plan, where the Trustee deems advisable. The Trustee may reimburse such persons from the Trust for reasonable expenses and compensation incurred as a result of such employment. The Trustee shall not be liable for the actions of such persons, provided the Trustee acted prudently in the employment and retention of such persons. In addition, the Trustee will not be liable for any actions taken as a result of good faith reliance on the advice of such persons.
- (5) The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to such Participant.
- (6) Except as provided in Section 15.02 of the Plan, at no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Plan shall any part of the corpus or income of the Fund be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries, or for defraying reasonable expenses of administering the Plan.

#### (b) Responsibilities regarding investment of Plan assets.

- (1) The Trustee shall be responsible for holding the assets of the Trust in accordance with the provisions of the Plan.
- (2) The Trustee may invest and reinvest, manage and control the Plan assets in a manner that is consistent with the Plan's funding policy and investment objectives of the Plan. The Trustee may invest in any investment, as authorized under this subsection (b), which the Trustee deems advisable and prudent, subject to the proper written direction of the Plan Administrator, the Employer, a properly appointed investment manager, a Plan Participant or other properly authorized person. The Trustee is not liable for the investment of Plan assets to the extent the Trustee is following the proper direction of the Plan Administrator, the Employer, a Participant, an investment manager, or other person or persons duly appointed by the Employer to provide investment direction. In addition, the Trustee does not guarantee the Trust in any manner against investment loss or depreciation in asset value or guarantee the adequacy of the Trust to meet and discharge any or all liabilities of the Plan.
- (3) The Trustee may hold any securities or other property in the name of the Trustee or in the name of the Trustee's nominee, and may hold any investments in bearer form, provided the books and records of the Trustee at all times show such investment to be part of the Trust.
- (4) The Trustee may retain such portion of the Plan assets in cash or cash balances as the Trustee may, from time to

time, deem to be in the best interests of the Plan, without liability for interest thereon.

- (5) The Trustee may collect and receive any and all moneys and other property due the Plan and to settle, compromise, or submit to arbitration any claims, debts, or damages with respect to the Plan, and to commence or defend on behalf of the Plan any lawsuit, or other legal or administrative proceedings. Any such arbitration cannot be used to resolve any claim, debt or damage with respect to the Plan arising from a dispute with a Plan Participant.
- (6) The Trustee may pay expenses out of Plan assets as necessary to administer the Trust and as authorized under the Plan.
- (7) The Trustee may borrow or raise money on behalf of the Plan in such amount, and upon such terms and conditions, as the Trustee deems advisable. The Trustee may issue a promissory note as Trustee to secure the repayment of such amounts and may pledge all, or any part, of the Trust as security.
- (8) The Trustee is authorized to execute, acknowledge and deliver all documents of transfer and conveyance, receipts, releases, and any other instruments that the Trustee deems necessary or appropriate to carry out its powers, rights and duties hereunder.
- (9) The Trustee, upon the written direction of the Employer or Plan Administrator, is authorized to enter into a transfer agreement with the Trustee of another qualified retirement plan and to accept a transfer of assets from such retirement plan on behalf of any Employee of the Employer. The Trustee is also authorized, upon the written direction of the Employer or Plan Administrator, to transfer some or all of a Participant's vested Account Balance to another qualified retirement plan on behalf of such Participant.
- (10) If the Employer maintains more than one Plan, the assets of such Plans may be commingled for investment purposes. The Trustee must separately account for the assets of each Plan.
- (11) If the Trustee is a bank or similar financial institution, the Trustee is authorized to invest in any type of deposit of the Trustee (including its own money market fund) at a reasonable rate of interest.
- (12) The Trustee is authorized to invest Plan assets in a common/collective trust fund, or in a group trust fund that satisfies the requirements of IRS Revenue Ruling 81-100, as modified by Revenue Ruling 2004-67, Revenue Ruling 2014-24 and subsequent IRS guidance. All of the terms and provisions of any such common/collective trust fund or group trust into which Plan assets are invested are incorporated by reference into the provisions of the Trust for the Plan. The assets in a group trust may be pooled with the assets of a custodial account under Code §403(b)(7), a retirement income account under Code §403(b)(9), and a Code §401(a)(24) governmental plan without affecting the tax status of the group trust, subject to the requirements under Rev. Rul. 2011-1 (as modified by Notice 2012-6).
- **Trustee to Follow Participant Investment Direction.** To the extent the Plan allows Participants to direct investment of their Accounts, the Trustee is authorized to follow the Participant's written direction (or other form of direction deemed acceptable by the Trustee).
  - (a) Exceptions to following Participant investment direction. The Trustee may decline to follow a Participant's investment direction to the extent such direction would:
    - (1) Result in a prohibited transaction;
    - (2) Cause the assets of the Plan to be maintained outside the jurisdiction of the U.S. courts;
    - (3) Jeopardize the Plan's tax qualification;
    - (4) Be contrary to the Plan's governing documents;
    - (5) Cause the assets to be invested in collectibles within the meaning of Code §408(m);
    - (6) Generate unrelated business taxable income; or
    - (7) Result (or could result) in a loss exceeding the value of the Participant's Account.
  - (b) Other conditions relating to Participant investment direction. The Trustee will not be responsible for any loss or expense resulting from a failure to follow a Participant's direction in accordance with the requirements of this paragraph. Participants' directions will be processed as soon as administratively practicable following receipt of such

directions by the Trustee. The Trustee, Plan Administrator, or Employer will not be liable for a delay in the processing of a Participant direction that is caused by a legitimate business reason (including, but not limited to, a failure of computer systems or programs, failure in the means of data transmission, the failure to timely receive values or prices, or other unforeseen problems outside of the control of the Trustee, Plan Administrator, or Employer).

**Responsibilities of the Employer.** The Employer will provide to the Trustee written notification of the appointment of any person or persons as Plan Administrator, investment manager, or other Plan fiduciary, and the names, titles and authorities of any individuals who are authorized to act on behalf of such persons. The Trustee shall be entitled to rely upon such information until it receives written notice of a change in such appointments or authorizations.

The Employer may authorize the Trustee to enter into a merger or consolidation agreement with the Trustee of another plan to effect such merger or consolidation.

- **Effect of Plan Amendment.** Any amendment that affects the rights, duties or responsibilities of the Trustee or Plan Administrator may only be made with the Trustee's or Plan Administrator's written consent. Any amendment to the Plan must be in writing and a copy of the resolution (or similar instrument) setting forth such amendment (with the applicable effective date of such amendment) must be delivered to the Trustee.
- 1.07 More than One Trustee. If the Plan has more than one person acting as Trustee, the Trustees may allocate the Trustee responsibilities by mutual agreement. The Trustees may agree to make decisions by a majority vote or may permit any one of the Trustees to make any decision, undertake any action or execute any documents affecting this Trust without the approval of the remaining Trustees. The Trustees may agree to the allocation of responsibilities in a separate trust agreement or other binding document.
- 1.08 Annual Valuation. The Plan assets will be valued at least on an annual basis. The Employer may designate more frequent Valuation Dates under §11-1 of the Plan's Adoption Agreement. Notwithstanding any election under §11-1 of the Plan's Adoption Agreement, the Trustee and Plan Administrator may agree to value the Trust on a more frequent basis, and/or to perform an interim valuation of the Trust.
- 1.09 Reporting to Plan Administrator and Employer. Within a reasonable time after the end of each Plan Year or within a reasonable time after its removal or resignation, the Trustee shall file with the Plan Administrator a written account of the administration of the Trust showing all transactions effected by the Trustee from the last preceding accounting to the end of such Plan Year or date of removal or resignation. The accounting will include a statement of cash receipts, disbursements and other transactions effected by the Trustee since the date of its last accounting, and such further information as the Trustee and/or Employer deems appropriate. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Trustee shall have a reasonable time following its receipt of a written disapproval from the Employer to provide the Employer with a written explanation of the terms in question. If the Employer again disapproves of the accounting, the Trustee may file its accounting with a court of competent jurisdiction for audit and adjudication.
- 1.10 Reasonable Compensation. The Trustee shall be paid reasonable compensation in an amount agreed upon by the Plan Administrator and Trustee. The Trustee also will be reimbursed for any reasonable expenses or fees incurred in its function as Trustee. The Plan will pay the reasonable compensation and expenses incurred by the Trustee, unless the Employer pays such compensation and expenses. Any compensation or expense paid directly by the Employer to the Trustee is not an Employer Contribution to the Plan.
- Resignation and Removal of Trustee. The Trustee may resign at any time by delivering to the Employer a written notice of resignation at least thirty (30) days prior to the effective date of such resignation, unless the Employer consents in writing to a shorter notice period. The Employer and Trustee may agree to a longer notification period prior to the resignation of the Trustee. The Employer may remove the Trustee at any time, with or without cause, by delivering written notice to the Trustee at least 30 days prior to the effective date of such removal. The Employer may remove the Trustee upon a shorter written notice period if the Employer reasonably determines such shorter period is necessary to protect Plan assets or to ensure the Plan is being operated for the exclusive benefit of Participants and their Beneficiaries. Upon the resignation, removal, death or incapacity of a Trustee, the Employer may appoint a successor Trustee which, upon accepting such appointment, will have all the powers, rights and duties conferred upon the preceding Trustee. In the event there is a period of time following the effective date of a Trustee's removal or resignation before a successor Trustee is appointed, the Employer is deemed to be the Trustee. During such period, the Trust continues to be in existence and legally enforceable, and the assets of the Plan shall continue to be protected by the provisions of the Trust.
- 1.12 <u>Indemnification of Trustee.</u> Except to the extent that it is judicially determined that the Trustee has acted with gross negligence or willful misconduct, the Employer shall indemnify the Trustee (whether or not the Trustee has resigned or been removed) against any liabilities, losses, damages, and expenses, including attorney, accountant, and other advisory fees, incurred as a result of:
  - (a) any action of the Trustee taken in good faith in accordance with any information, instruction, direction, or opinion

- given to the Trustee by the Employer, the Plan Administrator, investment manager, or legal counsel of the Employer, or any person or entity appointed by any of them and authorized to give any information, instruction, direction, or opinion to the Trustee;
- (b) the failure of the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them to make timely disclosure to the Trustee of information which any of them or any appointee knows or should know if it acted in a reasonably prudent manner; or
- (c) any breach of fiduciary duty by the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them, other than such a breach which is caused by any failure of the Trustee to perform its duties under this Trust.
- 1.13 <u>Liability of Trustee.</u> The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by the Plan and Trust or as subsequently agreed upon by the parties. Responsibility for administrative duties required under the Plan or applicable law not expressly imposed upon or agreed to by the Trustee shall rest solely with the Plan Administrator and the Employer.

The Employer agrees that the Trustee shall have no liability with regard to the investment or management of illiquid Plan assets transferred from a prior Trustee, and shall have no responsibility for investments made before the transfer of Plan assets to it, or for the viability or prudence of any investment made by a prior Trustee, including those represented by assets now transferred to the custody of the Trustee, or for any dealings whatsoever with respect to Plan assets before the transfer of such assets to the Trustee. The Employer shall indemnify and hold the Trustee harmless for any and all claims, actions or causes of action for loss or damage, or any liability whatsoever relating to the assets of the Plan transferred to the Trustee by any prior Trustee of the Plan, including any liability arising out of or related to any act or event, including prohibited transactions, occurring prior to the date the Trustee accepts such assets, including all claims, actions, causes of action, loss, damage, or any liability whatsoever arising out of or related to that act or event, although that claim, action, cause of action, loss, damage, or liability may not be asserted, may not have accrued, or may not have been made known until after the date the Trustee accepts the Plan assets. Such indemnification shall extend to all applicable periods, including periods for which the Plan is retroactively restated to comply with any tax law or regulation.

- 1.14 <u>Conflicting Trust Provisions.</u> In the event of any conflict between the terms of the Plan and any conflicting provision contained in any associated Trust, including this ASC Trust Agreement (Governmental), or custodial account document, the terms of the Plan will govern.
- 1.15 Governing Law. The provisions of this Plan and this ASC Trust Agreement (Governmental) shall be construed, administered, and enforced in accordance with the provisions of applicable federal and/or state law in which the Trustee has its principal place of business. The foregoing provisions of this section shall not preclude the Employer and the Trustee from agreeing to a different state law with respect to the construction, administration and enforcement of the Plan, which may be reflected herein as a modification to this ASC Trust Agreement (Governmental).
- 1.16 Severability of Provisions. In the event that any provision of this ASC Trust Agreement (Governmental) shall be held to be illegal, invalid or unenforceable for any reason, the remaining provisions herein shall be construed as if the illegal, invalid or unenforceable provisions had never been included in this ASC Trust Agreement (Governmental).
- 1.17 Appointment of Custodian. The Employer, Plan Administrator or Trustee may appoint a Custodian to hold all or any portion of the Plan assets. A Custodian has the powers, rights and responsibilities similar to those of a Directed Trustee. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Plan Administrator, the Employer, an investment manager, or other third party with authority to provide direction to the Custodian. The Employer, Plan Administrator or Trustee also may enter into a separate agreement with the Custodian. Such separate agreement must be consistent with the terms of the Plan.
- 1.18 Modification of ASC Trust Agreement (Governmental) Provisions. The Employer and the Trustee may amend this ASC Trust Agreement (Governmental), provided the amended provisions are not in conflict with any provision of the Plan and do not cause the Plan to fail to qualify under Code §401(a). The Employer and Trustee may document any modification to the ASC Trust Agreement (Governmental) below or under a separate Trust addendum.

#### LOWER GWYNEDD TOWNSHIP 401(A) PLAN

# Contract Number – INC1231 Plan Document Summary Prepared as of 7/23/2025

This Plan Document Summary ("Summary") is intended to provide you with a high level overview of the major features of your plan based on the most recently drafted plan document in our files. The Summary is not intended to replace your plan document or Summary Plan Description (SPD). If this Summary describes any provisions of your plan that have not been adopted (including provisions in an amendment to the plan that has not been signed), those provisions will not be operational until the plan or amendment has been signed and dated. Finally, if the provisions described in this Summary and the plan document or SPD conflict, the provisions of the plan document and SPD govern.

#### EMPLOYER/PLAN INFORMATION [AA §1 / AA §2]

#### EFFECTIVE DATE OF PLAN:

Plan restatement effective: 1-1-2025
Original effective date: 1-1-2014

PLAN NUMBER: 002

#### EMPLOYER INFORMATION

Name: Lower Gwynedd Township

Address:

1130 N Bethlehem Pike P.O. Box 625

Spring House, PA 19477-0625

**Phone:** 215-646-5302 **EIN:** 23-6000395

PARTICIPATING ERs: No

PLAN ADMINISTRATOR: Plan Administrator is Employer

ENTITY TYPE: Municipality
ER TAX YEAR END: 12-31

PLAN YEAR: Calendar Year

TRUSTEE:
Mimi Gleason

#### COMPENSATION [AA §5]

TOTAL COMPENSATION: W-2 Compensation

PLAN COMPENSATION: No exclusions
COMPENSATION PERIOD: Plan Year

COMPENSATION ONLY WHILE A PARTICIPANT: Yes

# EXCLUDED EMPLOYEES [AA §3]

- Seasonal EEs
- Other: eligible non-uniformed employee hired before 1/1/2014 and part-time employees normally scheduled to work less than 30 hours per week

# MINIMUM AGE AND SERVICE [AA §4]

MINIMUM AGE REQUIREMENT: Age 18

MINIMUM SERVICE REQUIREMENT: Elapsed time using Six (6) month Period of Service

#### ENTRY DATES [AA §4-2]

ENTRY DATES: Each payroll period

TIMING OF ENTRY DATES: Coinciding with or next following

# EMPLOYER CONTRIBUTIONS [AA §6]

#### EMPLOYER CONTRIBUTION FORMULA:

- Contribution for the following designated Employee groups:
  - o Group 1: Employees who have completed 6 months of service
  - o Group 2: Employees who have completed 3 years of service
  - o Group 3: Employees who have completed 6 years of service
  - o Group 4: Employees who have completed 10 years of service
- · Contribution based on the following formula:
- o Group 1 will receive contribution equal to 4% of compensation
- o Group 2 will receive contribution equal to 6% of compensation
- o Group 3 will receive contribution equal to 8% of compensation
- o Group 4 will receive contribution equal to 10% of compensation

#### ALLOCATION CONDITIONS:

• No allocation conditions for Employer Contributions

# AFTER-TAX CONTRIBUTIONS/ER PICK-UP CONTRIBUTIONS [AA §6-7]

#### NOT ALLOWED

#### VESTING [AA §8]

#### NORMAL VESTING SCHEDULE: Modified schedule:

0% immediately on Plan participation

0% after 1 YOS

25% after 2 YOS

50% after 3 YOS

75% after 4 YOS 100% after 5 YOS

100% after 6 YOS

100% after 7 YOS

100% after 8 YOS

100% after 8 YOS 100% after 9 YOS

100% after 10 YOS

**EXCLUDED SERVICE:** All service counts

INCREASE IN VESTING: Vesting increases to 100% upon:

- Death
- Termination of employment upon disability

LOWER GWYNEDD TOWNSHIP 401(A) PLAN C3 MP Governmental (03-002) AA INC1231 Plan Document Summary

#### FORFEITURES:

• Employer may decide how to use forfeitures

# RETIREMENT AGE AND DISTRIBUTIONS [AA §7 / AA §9 / AA §10]

NORMAL RETIREMENT AGE: Age 65

#### FORM OF DISTRIBUTION:

• Lump sum

SPOUSAL CONSENT: Not required

TIMING OF DISTRIBUTIONS – ABOVE \$5,000: Reasonable time following termination

TIMING OF DISTRIBUTIONS - NOT EXCEEDING \$5,000:

Reasonable time following termination

INVOLUNTARY CASH-OUT THRESHOLD: \$5,000

AUTOMATIC ROLLOVER RULES: Do not apply to Cash-Outs less

than \$1,000

**IN-SERVICE DISTRIBUTIONS:** None

**ROLLOVER CONTRIBUTIONS:** May be distributed at any time

ADMINISTRATIVE PROVISIONS [AA §2-8 / §11 / APPENDIX A / APPENDIX B]

VALUATION DATE: Daily

#### **DEFINITION OF DISABLED:**

• Determined by the Social Security Administration

LOANS: Not permitted

PARTICIPANT DIRECTION: Allowed

ROLLOVERS: Yes

Prepared as of July 23, 2025 Page 2



#### DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE WASHINGTON, D.C. 20224

Plan Description: Non-Standardized Pre-Approved Money Purchase Pension Plan

FFN: 317D048BH03-002 Case: 201900133 EIN: 20-3468257

Letter Serial No: Q703462a Date of Submission: 12/31/2018

ASC INSTITUTE LLC 15840 MONTE ST., SUITE 108 SYLMAR, CA 91342 Contact Person: Janell Hayes Telephone Number: 513-975-6319

In Reference To: TEGE:EP:7521

Date: 06/30/2020

#### Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:

- . The employer terminated the other plan before the effective date of this plan
- . No annual additions have been credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan, if the employer maintains any of the following:

. A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)

ASC INSTITUTE LLC FFN: 317D048BH03-002

Page: 2

. An individual medical account as defined in IRC Section 415(I)(2), which is part of a pension or annuity plan maintained by the employer

. A simplified employee pension plan

Our opinion doesn't apply to Treasury Regulations Section 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions which are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

Our opinion applies to the requirements of IRC Section 410(b) if 100 percent of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor allocation formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan includes a cash or deferred arrangement (CODA) or otherwise provides for contributions subject to IRC Sections 401(k) and/or 401(m), the employer may rely on the opinion letter regarding the form of the non-discrimination tests of IRC Sections 401(k)(3) and 401(m)(2), if the employer uses a safe harbor compensation definition. For plans described in IRC Sections 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan. For SIMPLE plans described in IRC Sections 401(k)(11) and 401(m)(10), employers may also rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:

- . the plan is being used to amend or restate a plan of the employer which was not previously qualified
- , the employer's adoption of the plan precedes the issuance of the letter
- . the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
- . the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use.

Docusign Envelope ID: 06400274-C7B3-431A-9F5C-088FBD3B0671

ASC INSTITUTE LLC FFN: 317D048BH03-002

Page: 3

Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,

Khin M. Chow

Director, EP Rulings & Agreements

Klien M. Chow

Letter 6186 (June-2020) Catalog Number 72434C



#### **Certificate Of Completion**

Envelope Id: 06400274-C7B3-431A-9F5C-088FBD3B0671

Subject: Complete with Docusign: Lower Gwynedd Township 401(a) plan doc.pdf

Source Envelope:

Document Pages: 155 Signatures: 3
Certificate Pages: 5 Initials: 1

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Deborah Shapiro
127 Washington Ave

West Wing

North Haven, CT 06457 dshapiro@tpsgroup.com IP Address: 68.194.60.192

#### **Record Tracking**

Status: Original

7/23/2025 12:55:22 PM

Holder: Deborah Shapiro dshapiro@tpsgroup.com

Location: DocuSign

#### Signer Events

Mimi Gleason

mgleason@lowergwynedd.org

Security Level: Email, Account Authentication

(None)

Signature

Mimi Glason

Timestamp

Sent: 7/23/2025 1:17:27 PM Viewed: 7/24/2025 8:29:14 AM Signed: 7/24/2025 8:38:05 AM

Signature Adoption: Pre-selected Style

Using IP Address:

2600:4040:75f2:8600:d821:2d8:dde8:62c2

#### **Electronic Record and Signature Disclosure:**

Accepted: 7/24/2025 8:29:14 AM

ID: cd59b18b-06f0-4d4f-a180-23aca34d88cf

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

# Carbon Copy Events Status Timestamp

**Status** 

Crystal gause

cgause@tpsgroup.com

**Certified Delivery Events** 

Security Level: Email, Account Authentication

(None)

**COPIED** 

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**Timestamp** 

## **Electronic Record and Signature Disclosure:**

Accepted: 3/22/2021 6:04:19 AM

ID: 966f2ba9-0164-4e97-b568-e16e62d3b014

Kristin McDougall

kmcdougall@tpsgroup.com

**TPS Group** 

Security Level: Email, Account Authentication

(None)

### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Sent: 7/23/2025 1:17:27 PM

**Carbon Copy Events Status Timestamp** Lindsey Allard Sent: 7/23/2025 1:17:28 PM **COPIED** lallard@BeirneWealth.com Advisor Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Melinda Haldeman Sent: 7/23/2025 1:17:28 PM **COPIED** 

**COPIED** 

Viewed: 7/24/2025 8:40:43 AM

Sent: 7/23/2025 1:17:28 PM

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** Not Offered via Docusign

Phil Coco pcoco@tpsgroup.com V.P. of Sales **TPS Group** 

mhaldeman@lowergwynedd.org

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Witness Events	Signature	Timestamp				
Notary Events	Signature	Timestamp				
Envelope Summary Events	Status	Timestamps				
Envelope Sent	Hashed/Encrypted	7/23/2025 1:17:29 PM				
Certified Delivered	Security Checked	7/24/2025 8:29:14 AM				
Signing Complete	Security Checked	7/24/2025 8:38:05 AM				
Completed	Security Checked	7/24/2025 8:38:05 AM				
Payment Events	Status	Timestamps				
Electronic Record and Signature Disclosure						

Electronic Record and Signature Disclosure created on: 12/20/2017 2:07:57 PM

Parties agreed to: Mimi Gleason, Crystal gause

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From time to time, TPS Group (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

## **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

## **How to contact TPS Group:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mhenry@tpsgroup.com

## To advise TPS Group of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mhenry@tpsgroup.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

## To request paper copies from TPS Group

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mhenry@tpsgroup.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with TPS Group

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to mhenry@tpsgroup.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

required nure ware una poreware	T
Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies
	_

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify TPS Group as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by TPS Group during the course of my relationship with you.

# Memo

To: Board of Supervisors

From: Mimi Gleason, Township Manager

Melinda Haldeman, Finance Director

Date: August 22, 2025

Re: Retirement Plan Adoption Agreements

Recommended Motion: To approve Resolution 2025-15 adopting the restated plan for the 457 deferred compensation retirement savings plan.

Mission Square currently administers the 401a money purchase retirement plan that the Township contributes to on behalf of non-uniformed employees hired since 2014, as well as one of the 457 deferred compensation retirement savings plans that all employees have the option of contributing to. In March, the Board of Supervisors authorized changing the plan administrator for both plans and authorized me to execute the agreements. While I have signed the adoption agreements to keep the transition moving, to be fully executed, they need to be adopted by resolution.

This transition does not involve any change to employees' retirement benefits. The purpose of this change is to switch to a plan administrator with lower fees to improve net performance for employees' retirement investments.



# LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

#### **RESOLUTION # 2025-15**

#### RESTATEMENT OF DEFERRED COMPENSATION RETIREMENT PLAN

**WHEREAS**, Resolution 1992-20 established a 457(b) deferred compensation plan for employee retirement savings; and

**WHEREAS**, Lower Gwynedd Township has maintained the Lower Gwynedd Township 457 Deferred Compensation Plan ("Plan") since 1-1-1992 for the benefit of eligible employees; and

**WHEREAS**, the Township is restating the Plan to comply with the requirements of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and other applicable guidance; and

**WHEREAS**, the Township is replacing Mission Square with Beirne Wealth to serve as the primary Investment Advisor for the Plan; and

**WHEREAS**, the Township has served as trustee of the plan since inception and will continue to serve as trustee.

#### **NOW, THEREFORE, BE IT RESOLVED** that:

- 1. the Board of Supervisors hereby adopts the Lower Gwynedd Township 457 Deferred Compensation Plan as a complete restatement of the prior Plan, to be effective as of 1-1-2025;
- the Township Manager is authorized to execute the restated Plan document on behalf of the Board of Supervisors and to authorize the performance of any other actions necessary to implement the adoption of the Plan restatement;

- 3. the Township Manager will maintain a copy of the restated Plan as approved by the members of the Board of Supervisors, along with a copy of the prior Plan, in Township files; and
- 4. the Township Manager will serve as administrator of the Plan, and as such will be responsible for performing all actions necessary to carry out the administration of the Plan and may designate any other person or persons to perform the actions necessary to administer the Plan; and
- 5. all ordinances or resolutions, or portions thereof, inconsistent with this Resolution are hereby repealed.

**RESOLVED AND ENACTED** this 26<sup>th</sup> day of August, 2025.

Attest:	LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS
	By:
MIMI GLEASON,	DANIELLE A. DUCKETT,
TOWNSHIP MANAGER	CHAIRPERSON

## Lower Gwynedd Township GOVERNMENTAL 457(b) PLAN ADOPTION AGREEMENT

By executing this Governmental 457(b) Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a 457(b) Plan for its Employees. The Plan adopted by the Employer consists of the Governmental 457(b) Basic Plan Document (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions).

Note that some State and local laws may restrict the election of certain provisions under the Plan. Please check with legal counsel to assess the impact of State and local laws on the Plan.

Certain vendor agreements associated with the Plan may restrict the application of certain Plan provisions.

	SECTION 1 EMPLOYER INFORMATION
1-1	EMPLOYER INFORMATION:
	Name: Lower Gwynedd Township
	Address: 1130 N Bethlehem Pike
	P.O. Box 625
	Spring House, PA 19477-0625
	Telephone: 215-646-5302 Fax:
1-2	EMPLOYER IDENTIFICATION NUMBER (EIN): 23-6000395
1-3	TYPE OF EMPLOYER:
	□ (a) State: (Describe)
	☐ (b) Political Subdivision of a State: (Describe)
	☐ (c) Agency or Instrumentality of a State: (Describe)
	☑ (d) Other governmental entity: (Describe) Municipality
1-4	EMPLOYER'S TAX YEAR END: The Employer's tax year ends December 31
1-5	<b>RELATED EMPLOYERS:</b> (optional) List any Related Employers. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.
	SECTION 2 PLAN INFORMATION
2-1	PLAN NAME: Lower Gwynedd Township 457 Plan
2-2	TYPE OF PLAN: This Plan is a Governmental 457(b) Plan.
	☐ The Plan is intended to be a FICA Replacement Plan (as defined under Section 3.08 of the Plan).
2-3	TYPE OF CONTRIBUTIONS: (Check all that apply.)
	☑ (a) Salary Deferral Contributions
	☐ (b) Employer Matching Contributions
	☐ (c) Employer Contributions
	☑ (d) Rollover Contributions

					Coulon 2 Train morniage
2-4	PLAN Y	EAR:			
	☑ (a)	Calendar year.			
	□ (b)	The 12-consec	cutive mon	th perio	od ending oneach year.
	□ (c)	Other:			
2-5	PLAN A	DMINISTRA	ΓOR:		
		The Employer			
					SECTION 3 ELIGIBLE EMPLOYEES
3-1	excluded 2.02(d) ar ineligible	from participated (e) of the Place class of emplo	tion under an for rules syment.)	the Pla	to the Employees identified in Section 2.02 of the Plan, the following Employees are n with respect to the contribution source(s) identified in this AA §3-1. (See Sections ding the effect on Plan participation if an Employee changes between an eligible and
	Deferral	Match	ER		
				(a)	No exclusions.
				(b)	Collectively Bargained Employees, unless the Collective Bargaining Agreement provides otherwise.
				(c)	Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
				(d)	Employees who normally work less than hours a week. (See Section 2.02(b)(3) of the Plan.)
				(e)	Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer.
				(f)	Part-Time Employees (as defined in Section 1.38 of the Plan)
				(g)	Seasonal Employees (as defined in Section 1.56 of the Plan)
				(h)	Temporary Employees (as defined in Section 1.59 of the Plan)
				(i)	Employees in an appointed or elected position.
				(j)	Employees paid on an hourly basis.
				(k)	Employees paid on a salaried basis.
				(1)	Other:
3-2	unless the include th	Employer spe e eligible Inde	cifically el pendent Co	ects of	dependent Contractors of the Employer are excluded from participation in the Plan, herwise below. If the Employer so elects, the term Employee as used in the Plan shall ors. Select the types of contributions for which Independent Contractors are eligible.
	Deferral		ER		
				(a)	Independent Contractors may participate in the Plan.
				(b)	Describe any special rules applicable to Independent Contractors:

# SECTION 4

			N	IINIM	UM AG	E AND SERVICE REQUIREMENTS
4-1	satisfies th	ne minimu		vice con	nditions	JM AGE AND SERVICE: An Eligible Employee (as defined in AA §3-1) who under this AA §4-1 will be eligible to participate under the Plan as of his/her
		rvice Req the Plan.	uirement. An	Eligibl	e Emplo	byee must complete the following minimum service requirements to participate
	De	eferral	Match	ER		
					(1)	There is no minimum service requirement for participation in the Plan.
					(2)	One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
					(3)	The completion of consecutive full calendar months of employment during which the Employee is credited with at least Hours of Service or the completion of a Year of Service. [If no minimum Hours of Service are required, insert one (1) in the second blank line.]
					(4)	The completion of Hours of Service during an Eligibility Computation Period. [If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.]
					(5)	Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.
					(6)	Describe eligibility conditions:
						Describe eligibility conditions:
						e Employee (as defined in AA $\S 3-1$ ) must have attained the following age with ified in this AA $\S 4-1(b)$ .
	De	eferral	Match	ER		
					(1)	There is no minimum age for Plan eligibility.
					(2)	Age 21.
					(3)	Age
4-2	participate contribution	e in the Pla on source(	n as of his/he	r Entry nder thi	Date. Fo	sfies the minimum age and service requirements in AA §4-1 shall be eligible to or this purpose, the Entry Date is the following date with respect to the 4-2. [Note: If any of $(b) - (g)$ is completed for a contribution source, also in source.]
	Deferral	Match	ER			
				(a)		diate. The date the minimum age and service requirements are ed (or date of hire, if no minimum age and service requirements apply).
				(b)	Semi-	annual. The first day of the 1st and 7th month of the Plan Year.
				(c)	Quart	erly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
				(d)	Month	nly. The first day of each calendar month.
				(e)	Payro	Il period. The first day of the payroll period.
				(f)	The fi	rst day of the Plan Year.
				(g)	Other	:

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

Deferral	Match	ER		
			(h)	next following satisfaction of the minimum age and service requirements.
			(i)	<b>coinciding with or next following</b> satisfaction of the minimum age and service requirements.
N/A			(j)	<b>nearest</b> the satisfaction of the minimum age and service requirements.
N/A			(k)	<b>preceding</b> the satisfaction of the minimum age and service requirements.
Date provis	-	r the same	contril	special rules for determining Entry Dates under the Plan. For example, if different Entry bution sources with respect to different groups of Employees, such different Entry Date
Deferral	Match	ER		
			(1)	Describe special rules for determining Entry Dates under the Plan:

- 4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:
  - Year of Service. An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.32 of the Plan for the definition of Hours of Service.)
  - Eligibility Computation Period. If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the Plan).

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

<b>Jeferral</b>	Match	ER			
			(a)	Year of	Service. Instead of 1,000 Hours of Service, an Employee earns a Service upon the completion of Hours of Service during an cy Computation Period.
			(b)	Eligibili Years.	ty Computation Period (ECP). The Plan will use Anniversary
			(c)	AA §4-1 Elapsed complete	Time method. [Check the same contribution source as checked in (a)(5) above.] Eligibility service will be determined under the Time method. An Eligible Employee (as defined in AA §3-1) must ea period of service to participate in the Plan. (See Section 5) of the Plan.)
			(d)	Service	ency Method. For purposes of determining an Employee's Hours of for eligibility, the Plan will use the Equivalency Method (as defined in 2.03(a)(4) of the Plan). The Equivalency Method will apply to:  All Employees.
				□ (2)	Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
				,	) is checked, Hours of Service for eligibility will be determined e following Equivalency Method.
				□ (3)	Monthly. 190 Hours of Service for each month worked.
				□ (4)	Weekly. 45 Hours of Service for each week worked.
				□ (5)	Daily. 10 Hours of Service for each day worked.
				□ (6)	<b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.

	Deferral	Match	ER		
				(e)	<b>Special eligibility provisions.</b> The following special eligibility provisions apply:
4-4	requireme sources un	ents under AA	§4-1 apply	to all I	<b>GE AND SERVICE REQUIREMENTS.</b> The minimum age and/or service Employees under the Plan. An Employee will participate with respect to all contribution Date, taking into account all service with the Employer, including service earned prior
		Employees hir this AA §4-4.	ed on a spe	cified o	date to enter the Plan without regard to the minimum age and/or service conditions,
	Deferral	Match	ER		
				(a)	<b>Automatic Eligibility.</b> An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service conditions:
					☐ (1) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable)
					☐ (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page)
					□ (3)[insert date]
				(b)	Describe other effective date provisions:
4-5					<b>IPLOYER.</b> Service with the following Predecessor Employers will be counted for g and allocation conditions under this Plan, unless designated otherwise under (b)
	□ (a)	Identify Prede	cessor Emp	oloyer(s	s):
		The Plan will	count servi	ce with	the following Predecessor Employers:
				Naı	me of Predecessor Employer
		□ (1 <sup>1</sup>	)		
		<b>—</b> (1,	/		
	□ (b)	The following	special rul	es appl	ly with respect to service with a Predecessor Employer:
					SECTION 5 COMPENSATION DEFINITIONS
5-1					pensation is based on the definition set forth under this AA §5-1. See Section 1.60 of rious types of Total Compensation.
	☑ (a)	W-2 Wages			
		Code §415 Co	-		
	□ (c)	Wages under	Code §3401	(a)	
					ensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, 457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 POST-SEVERANCE COMPE	NSATION.
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POST-	SEVERA	NCE COM	PENSATI	ON.				
(a)	Exclusion of post-severance compensation from Total Compensation. Total Compensation (as defined in Sec 1.60 of the Plan) includes post-severance compensation, to the extent provided in Section 1.60(b) of the Plan. For purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the cales year in which severance occurs is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.60(b) of the Plan.							
	The fol	lowing amo	unts paid a	fter a F	Participant's severance from employment are excluded from Plan Compensation.			
	□ (1)				Payment for unused accrued bona fide sick, vacation, or other leave, but only if the nable to use the leave if employment had continued.			
	□ (2)	compensa Employee	tion plan,	but on nued in	Payments received by an Employee pursuant to a nonqualified unfunded deferred by if the payment would have been paid to the Employee at the same time if the an employment and only to the extent that the payment is includible in the			
(b)	Compe	ontinuation payments for disabled Participants. Unless designated otherwise under this subsection (b), Total ompensation does not include continuation payments for disabled Participants. To count Total Compensation paid fer severance of employment on account of disability, check the box below.						
	<b>rticipants.</b> Total Compensation shall include post-severance compensation paid to nently and totally disabled, as provided in Section 1.60(c) of the Plan.							
		NSATION: I bed below.	Plan Comp	ensatio	on is <b>Total Compensation</b> (as defined in AA §5-1 above) with the following			
D	eferral	Match	ER					
				(a)	No exclusions.			
	N/A			(b)	Salary Deferrals (as defined in Section 1.54 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.			
				(c)	All fringe benefits (cash and noncash), reimbursements or other			

$\overline{\checkmark}$		(a)	No exclusions.
N/A		(b)	Salary Deferrals (as defined in Section 1.54 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
		(c)	All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
		(d)	Compensation above \$ is excluded.
		(e)	Amounts received as a bonus are excluded.
		(f)	Amounts received as commissions are excluded.
		(g)	Overtime payments are excluded.
		(h)	Shift differentials are excluded.
		(i)	Exclusions as described by the applicable Collective Bargaining Agreement.
		(j)	"Deemed §125 compensation" as defined in Section 1.60(d) of the Plan.
		(k)	Amounts received after severance from employment are excluded.
		(1)	Differential Pay (as defined in Section 1.60(e) of the Plan) is excluded.
		(m)	Describe adjustments to Plan Compensation:

5-3

	5-4	PERIOD	FOR	DETERMINING	COMPENSATION
--	-----	--------	-----	-------------	--------------

	(a)	<b>Compensation Period.</b> Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.]								
		Deferral	Match	ER						
		$\checkmark$			(1)	The Plan Year.				
					(2)	The calendar year ending in the Plan Year.				
					(3)	The Employer's fiscal tax year ending in the Plan Year.				
					(4)	The 12-month period ending on which ends during the Plan Year.				
	(b)	Compensation while a Participant. Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.  To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.44 of the Plan.)								
		Deferral	Match	ER						
						ation earned during the Plan Year will be taken into account, appensation earned while an individual is not a Participant.				
						ECTION 6				
				EMP	LOYE	R CONTRIBUTIONS				
6-1	EM	MPLOYER CONTRIBUTIONS. Is the Employer authorized to make Employer Contributions under the Plan?								
		□ Yes								
	<b>1</b>	No [If No, skip to Section 6A.]								
			oyer Contribution 5.01 of the Pla		nt to thi	is AA §6 will count towards the Code §457(e)(15) Maximum Contribution				
6-2	follo Any	owing Employ Employer Co	er Contribution	ns on behalf of I orized under thi	Participa	e period designated in AA §6-4(a) below, the Employer will make the ants who satisfy the allocation conditions designated in AA §6-5 below. 6-2 will be allocated in accordance with the allocation formula selected				
	□ (a		ionary contrib er Contribution		oloyer w	vill determine in its sole discretion how much, if any, it will make as an				
	□ (l	b) Fixed c	ontribution.							
		$\square$ (1)		-	ıt's Plar	n Compensation.				
		□ (2)		ch Participant.						
		$\square$ (3)		er Contribution contract applica		determined in accordance with the personal service contract or he Participant.				
		□ (4)				determined in accordance with any Collective Bargaining Agreement(s) ellectively Bargained Employees under the Plan.				
				ution. The Emp	•					
		$\Box$ (1)	uniform doll	ar amount for ea	ich peri	ribution determined as a uniform percentage of Plan Compensation or a od of service designated below.				
		$\square$ (2)	_	_		ompensation paid for each period of service designated below.				
		$\square$ (3)	Fixed dollar	. \$ for each	period	of service designated below.				

				under this (c) will be	e based on the following periods of service:						
		$\square$ (4)	Each Hour of Service								
		$\square$ (5)	Each week of employment								
		$\square$ (6)	Describe period:	(6)							
		-	[Note: Any period described in subsection (6) cannot exceed a 12-month period.]								
			The service-based contribution is subject to the following rules:								
		☐ (7) Describe any special provisions that apply to service-based contribution:									
	□ (d)	FICA F	Replacement Contribution (see	Section 3.08 of Plan	).						
		$\square$ (1)	The Employee will make the 7	.5% of Plan Compe	nsation mandatory contribution.						
		□ (2)	The Employer will make the 7.	5% of Plan Compe	nsation mandatory contribution.						
		□ (3)		ution equal to%	n equal to% of Plan Compensation and the Employer to of Plan Compensation. [ <i>Note:</i> The combined Employer an Compensation.]						
	□ (e)	Describ	e Employer Contribution formula	::							
6-3	ALLO	TATION	FORMULA.								
0 3	□ (a)		a allocation. The Employer Cont	ribution under AA	§6-2 will be allocated as:						
		$\square$ (1)	a uniform percentage of Plan C		-						
		□ (2)	a uniform dollar amount	1							
		` ′		ted in AA §6-2(b),	the Employer Contribution will be allocated in accordance						
		with the	with the selections made in AA §6-2(b). If both a discretionary and fixed Employer Contribution is selected in AA §6-2, this subsection (a) may be selected for both contribution formulas.								
	□ (b)	<b>Discretionary allocation.</b> The Employer Contribution under AA §6-2 will be allocated in the sole discretion of the Employer in a manner solely determined by the Employer.									
	□ (c)	<b>Service-based allocation formula.</b> The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).									
	$\square$ (d)	Describ	oe other allocation method:								
6-4			ES. No special rules apply with re this AA §6-4.	spect to Employer (	Contributions under the Plan, except to the extent						
	□ (a)	<b>Period for determining Employer Contributions.</b> In determining the amount of the Employer Contributions to be allocated under this AA $\S 6$ , the Employer Contribution will be based on Plan Compensation earned during the Plan Year, unless this (a) is selected and one of $(1) - (4)$ is selected below.									
			tively, the Employer may elect to ng period:	base the Employer	Contributions on Plan Compensation earned during the						
		$\Box$ (1)	Plan Year quarter	$\square$ (2)	calendar month						
		$\square$ (3)	payroll period	□ (4)	Other:						
		[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period.]									
	□ (b)	Limit o	on Employer Contributions. The	Employer Contrib	ation elected in AA §6-2 may not exceed:						
		$\Box$ (1)	□ (1)% of Plan Compensation								
		$\square$ (2)	\$								
		$\square$ (3)	Describe:								
	□ (c)	Offset	of Employer Contribution.								
		□ (1)	A Participant's allocation of Enunder[in		ons under AA §6-2 of this Plan is reduced by contributions [7].						
		□ (2)	In applying the offset under thi	s subsection, the fo	llowing rules apply:						
	□ (d)	Special	rules. The following special pro-	visions apply with r	espect to Employer Contributions:						

6-5	must sat	must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan.										
	□ (a)	No allocation conditions apply with respect to Employer Contributions under the Plan.										
	□ (b)	Employment condition. An Employee must be employed with the Employer on the last day of the Plan Year.										
	□ (c)	Minimum service condition. An Employee must be credited with at least:										
		☐ (1) Hours of Service during the Plan Year.										
		(2) consecutive days of employment with the Employer during the Plan Year.										
	$\square$ (d)	<b>Exceptions.</b> The above allocation condition(s) will <b>not</b> apply if the Employee:										
		☐ (1) dies during the Plan Year.										
		$\square$ (2) terminates employment as a result of a Disability.										
		□ (3) terminates employment after attainment of Normal Retirement Age.										
		□ (4) Other:										
	□ (e)	Describe any special rules governing the allocation conditions under the Plan:										
		SECTION 6A										
		SALARY DEFERRALS										
6A-1	☑ Ye	Y DEFERRALS. Are Employees permitted to make Salary Deferrals under the Plan?  If "No" is checked, skip to Section 6B.]										
6A-2	MAXIMUM LIMIT ON SALARY DEFERRALS. Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.											
	□ (a)	Salary Deferral Limit. A Participant may not defer an amount in excess of:										
		□ (1)% of Plan Compensation										
		□ (2)     \$										
		[Note: If both (1) and (2) are checked, the deferral limit is the lesser of the amounts selected.]										
		Any limit described in subsection (1) or (2) above applies with respect to the following period:										
		$\square$ (3) Plan Year.										
		$\Box$ (4) the portion of the Plan Year during which the individual is eligible to participate.										
		$\square$ (5) each separate payroll period during which the individual is eligible to participate.										
	□ (b)	<b>Special limit for bonus payments.</b> If bonus payments are not excluded from the definition of Plan Compensation under AA §5-3, Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may use this section to impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral election.										
		A Participant may defer up to% (not to exceed 100%) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2.										
		[Note: If this (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3.]										
	(c)	<b>Deferral of sick, vacation and back pay.</b> Unless otherwise elected below, a Participant may elect to defer accumulated sick pay, accumulated vacation pay, or back pay if: (1) a Salary Reduction Agreement is entered into before the amount become currently available, and (2) the Participant is an Employee in the month of deferral.										
		☐ A Participant may NOT defer accumulated sick pay, accumulated vacation pay, or back pay.										
	□ (d)	<b>Describe</b> any other limits that apply with respect to Salary Deferrals under the Plan:										

6A-3	<b>MINIMUM DEFERRAL RATE.</b> Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.								
	□ (a)	% o	f Plan Co	mpensation for a payroll period.					
	□ (b)	\$ fo	r a payrol	ll period.					
	□ (c)								
6A-4		3.03(d) an	nd (e) of the	<b>TIONS.</b> Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions (as defined in the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.  Contributions are not permitted under the Plan.					
	□ (b)	Special	457 Catcl	n-Up Contributions are not permitted under the Plan.					
6A-5				th Deferrals (as defined in Section 3.03(g) of the Plan) are not permitted under the Plan, unless this AA §6A-5.					
	☑ (a)			oth Deferrals. Roth Deferrals are permitted under the Plan. [Note: If Roth Deferrals are effective as in the Effective Date of the Plan, designate such special Effective Date in AA §6A-7 below.]					
	□ (b)	distribut	<b>Distribution of Roth Deferrals.</b> Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account.						
		Alternat □ (1)	-	wely, the Employer may designate the order of distributions for the distribution types listed below:  Distributions and withdrawals.					
			□ (i)	Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.					
			□ (ii)	Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.					
			□ (iii)	Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.					
		$\square$ (2)	Distrib	ution of Excess Deferrals.					
			□ (i)	Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.					
			□ (ii)	Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.					
			□ (iii)	Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.					
	□ (c)	<b>In-Plan Roth Conversions.</b> Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) must be checked.							
		$\Box$ (1)	<b>Effective date.</b> Effective[not earlier than 1/1/2013], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.						
			[Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]						
		(2)		vice <b>Distribution.</b> For a Participant to convert his/her eligible contributions to Roth Deferrals through lan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.					
			To over	ride this default provision to require a distributable event, complete this subsection (c).					
				If this subsection (c) is checked, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 are eligible for In-Plan Roth Conversion.					
				If this subsection (c) is not checked, a Participant may convert any or all of the eligible contribution to Roth Deferrals through an In-Plan Roth Conversion.]					

		□ (3)		oution sources. An Employee may only elect to make an In-Plan Roth Conversion from the following [Check all contribution sources available under the Plan from which an In-Plan Roth Conversion is e.]			
			□ (i)	All available sources under the Plan			
			□ (ii)	Pre-tax Salary Deferrals			
			□ (iii)	Employer Contributions			
			□ (iv)	Matching Contributions			
			□ (v)	Rollover Contributions			
			□ (vi)	Describe:			
		□ (4)		<b>applicable to In-Plan Roth Conversions.</b> No special limits apply with respect to In-Plan Roth ions, unless designated otherwise under this subsection (4).			
			□ (i)	Roth conversions may only be made from contribution sources that are fully vested (i.e., $100\%$ vested).			
			□ (ii)	A Participant may not make an In-Plan Roth Conversion of less than \$ (may not exceed \$1,000).			
			□ (iii)	A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.			
				[Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]			
			□ (iv)	Describe:			
		□ (5)	Account	ation from In-Plan Roth Conversion Account. Distributions from the In-Plan Roth Conversion will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §9-2, unless red otherwise under this subsection (5).			
			Describe	e distribution options:			
	$\square$ (d)	Describ	e any spec	rial rules that apply to Roth Deferrals under the Plan:			
6A-6	the Plan	, unless pr	ovided otl	UTION ARRANGEMENT. No automatic contribution provisions apply under Section 3.03(c) of herwise under this AA §6A-6. (Note: Some States through anti-garnishment laws or otherwise may oution Arrangements.)			
	□ (a)	Automatic deferral election. Upon becoming eligible to make Salary Deferrals under the Plan (pursuant t AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll perio Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3 accordance with procedures adopted by the Plan Administrator.					
		$\Box$ (1)		<b>re date of Automatic Contribution Arrangement.</b> The automatic deferral provisions under this AA re effective as of:			
			□ (i)	The Effective Date of this Plan as set forth under the Employer Signature Page.			
			□ (ii)	[insert date]			
			□ (iii)	As set forth under a prior Plan document. [Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-6 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-6, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]			
		□ (2)	Contribu under th Arrange	Automatic Contribution Arrangement. Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03(c) of the Plan. [Note: Unless an election is made under this AA §6A-6 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03(c) of the Plan.]			
			□ (i)	Automatic deferral percentage.			
				☐ (A)% of Plan Compensation			
				□ (B) \$			

	□ (ii)		atic increase. If elected under this subsection (ii), the automatic deferral amount will e each Plan Year by the following amount. (See Section 3.03(c) of the Plan.)			
		□ (A)	% of Plan Compensation			
		□ (B)	\$			
		□ (C)	Describe:			
			tomatic increase elected under this subsection (ii) will not cause the automatic deferral to exceed:			
		$\square$ (D)	% of Plan Compensation			
		$\square$ (E)	\$			
		□ (F)	Describe:			
□ (3)			<b>atomatic deferral provisions.</b> The automatic deferral election under subsection (2) will icipants and existing Participants as set forth under this subsection (3).			
	□ (i)		<b>articipants.</b> The automatic deferral provisions apply to all eligible Participants who do not to a Salary Deferral Election (including an election not to defer) and who:			
		$\square$ (A)	become Participants on or after the effective date of the automatic deferral provisions.			
		□ (B)	are hired on or after the effective date of the automatic deferral provisions.			
	□ (ii)	Curren follows	at Participants. The automatic deferral provisions apply to all other eligible Participants as:			
		$\square$ (A)	Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).			
		□ (B)	Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.			
		□ (C)	Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.			
		□ (D)	Describe:			
	□ (iii)	<b>Treatment of automatic deferrals.</b> Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iii).				
			Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.]			
			v Deferral Election (including an election not to defer under the Plan) made after the he automatic deferral provisions will override such automatic deferral provisions.]			
□ (4)	Application of automatic increase. Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day the second Plan Year following the Plan Year in which the automatic deferral election first becomes effect with respect to a Participant. (See Section 3.03(c)(2)(iii) of the Plan.)					
	□ (i)	in subse	lan Year. Instead of applying as of the second Plan Year, the automatic increase described action (2)(ii) takes effect as of the appropriate date (as designated under subsection (iii) within the first Plan Year following the date automatic contributions begin.			
	□ (ii)	describe (iii) bele	ated Plan Year. Instead of applying as of the second Plan Year, the automatic increase ed in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection ow) within the Plan Year following the Plan Year in which the automatic deferral a first becomes effective with respect to a Participant.			

			□ (III)	of the fir	st day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on day of the Plan Year, the automatic increase will be effective on:			
				$\square$ (A)	The anniversary of the Participant's date of hire.			
				□ (B)	The anniversary of the Participant's first automatic deferral contribution.			
				□ (C)	The first day of each calendar year.			
				$\square$ (D)	Other date:			
			□ (iv)	Special	rules:			
		□ (5)	Participa addition, provision	nt's affirn unless de ns under th	ninated Employees. Unless designated otherwise under subsection (i) below, a native election to defer (or to not defer) will cease upon termination of employment. In signated otherwise under subsection (ii) below, in applying the automatic deferral ne Plan, a rehired Participant is treated as a new Employee if the Participant is precluded natic deferrals to the Plan for a full Plan Year.			
			e W	lection to ho entere	<b>d Employees.</b> If this subsection (i) is selected, a terminated Participant's affirmative defer (or to not defer) will not cease upon termination of employment. Thus, a Participant d into an election to defer (or not to defer) prior to termination of employment will not be the automatic deferral provisions upon rehire.			
			d a d	eferrals to pplying th eferral per	<b>mployees.</b> If this provision applies, a Participant who is precluded from making automatic the Plan for a full Plan Year will not be treated as a new Employee for purposes of e automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum reentage will continue to be calculated based on the date the individual first began making deferrals under the Plan.			
	□ (b)	Permissible Withdrawals under Automatic Contribution Arrangement.						
		□ (1)	3.03(c) of Participathereto)	of the Plan int who rec within the	<b>Irawals allowed.</b> If the Plan satisfies the requirements for an EACA (as set forth in Section), the permissible withdrawal provisions under Section 3.03(c) of the Plan apply. Thus, a ceives an automatic deferral may withdraw such contributions (and earnings attributable time period set forth under Section 3.03(c) of the Plan, without regard to the in-service ions selected under AA §9-2.			
		□ (2)		e requirer	<b>ithdrawals.</b> Although the Plan contains an automatic deferral election that is designed to nents of an EACA, the permissible withdrawal provisions under this subsection (b) are not			
		□ (3)	request a date the	permissib	<b>lecting a permissible withdrawal.</b> Instead of a 90-day election period, a Participant must ble withdrawal no later than [may not be less than 30 or more than 90] days after the pensation from which such Salary Deferrals are withheld would otherwise have been noome.			
	□ (c)	Other a	utomatic	deferral p	provisions:			
6A-7	make Salary Deferrals under However, in no case may a F			the Plan a articipant	<b>E DATES.</b> Unless designated otherwise under this AA §6A-7, a Participant is eligible to as of the Effective Date of the Plan (as designated in the Employer Signature Page). begin making Salary Deferrals prior to the later of the date the Employee becomes a ceutes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See			
	To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-7.							
	□ (a)	Salary I	Deferrals.	A Particip	ant is eligible to make Salary Deferrals under the Plan as of:			
		$\Box$ (1)			executed by the Employer (as indicated on the Employer Signature Page).			
	□ (b)	□ (2)		nsert date)				
	□ (b)	permitte	d under A	4 §6A-5 al	eferral provisions under AA §6A-5 are effective as of [If Roth Deferrals are bove, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals a later date is designated under this subsection.]			

# SECTION 6B MATCHING CONTRIBUTIONS

6B-1	MATCHING CONTRIBUTIONS. Is the Employer authorized to make Matching Contributions under the Plan?  ☐ Yes.  ☐ No. [Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 7.]  [Note: Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the Plan.]							
6B-2			NTRIBUTION FORMULA: For the period designated in AA §6B-5 ag Contribution on behalf of Participants who satisfy the allocation cond					
	□ (a)	<b>Discreti</b> Contribu	<b>onary match.</b> The Employer will determine in its sole discretion how ration.	nuch, if any, it will m	ake as a Matching			
	□ (b)	Fixed m	atch. The Employer will make a Matching Contribution for each Partic	eipant equal to:				
		$\Box$ (1)	% of Salary Deferrals made for each period designated in AA §6	B-5 below.				
		$\square$ (2)	\$ for each period designated in AA §6B-5 below.					
		□ (3)	The Employer Contribution will be determined in accordance with the employment contract applicable to the Participant.	e personal service con	tract or			
		□ (4)	The Employer Contribution will be determined in accordance with an addressing retirement benefits of Collectively Bargained Employees		ng Agreement(s)			
	□ (c)		natch. The Employer will/may make a Fixed/Discretionary Matching Contribution to all Participants based on wing tiers of Salary Deferrals.					
		□ (1)	Tiers as percentage of Plan Compensation.					
			Salary Deferrals	Fixed Match	Discretionary Match			
			$\square$ (i) Up to% of Plan Compensation					
			☐ (ii) From% up to% of Plan Compensation	%				
			☐ (iii) From% up to% of Plan Compensation					
			☐ (iv) From% up to% of Plan Compensation					
		$\square$ (2)	Tiers as dollar amounts.					
			Salary Deferrals	Fixed Match	Discretionary Match			
			□ (i) Up to \$					
			□ (ii) From \$ up to \$	%				
			□ (iii) From \$ up to \$	%				
			☐ (iv) Above \$					

			Years of Service	Matching %	Discretionary Match					
			☐ (1) From up to Years of Service	%						
			☐ (2) From up to Years of Service	%						
			☐ (3) From up to Years of Service	%						
			☐ (4) Years of Service equal to and above	%						
<b></b>	60.	Service	purpose, a Year of Service is each Plan Year during w . Alternatively, a Year of Service is:							
6B-3	CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS ("ELIGIBLE CONTRIBUTIONS"). Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.									
	□ (a)	<b>Matching Contributions.</b> Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:								
		$\Box$ (1)	Pre-tax Salary Deferrals							
		□ (2)	Roth Deferrals							
		$\square$ (3)	Age 50 Catch-Up Contributions							
		□ (4)	Special 457 Catch-Up Contributions							
	□ (b)	Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer. If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.								
		□ (1)	The Matching Contribution designated in AA §6B-2 plan maintained by the Employer:	above will apply to electi	we deferrals under the following					
		□ (2)	The following special rules apply in determining the respect to elective deferrals under the plan described							
			[Note: This subsection may be used to describe spectorion provided with respect to elective deferrals under and Code §457(b) plan, a §401(a) qualified plan, or Code	ther plan maintained by the	_					
	□ (c)		rules. The following special rules apply for purposes of	of determining the Matchin	ng Contribution under this AA					
6B-4	<b>LIMITS ON MATCHING CONTRIBUTIONS.</b> In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.									
	☐ (a) <b>No limits apply.</b> All Salary Deferrals are eligible for Matching Contributions.									
	□ (b)		on Salary Deferrals. The Matching Contribution formulas that do not exceed:	la(s) selected in AA §6B-	2 above apply only to Salary					
		$\Box$ (1)	% of Plan Compensation.							
		$\square$ (2)	\$							
		$\square$ (3)	A discretionary amount determined by the Employer	•						

	□ (c)	<b>Limit on Matching Contributions.</b> The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:						
		□ (1)% of Plan Compensation.						
		□ (2)     \$						
	$\square$ (d)	Special limits:						
6B-5	§6B-2 al	<b>D FOR DETERMINING MATCHING CONTRIBUTIONS.</b> The Matching Contribution formula(s) selected in AA bove (including any limitations on such amounts under AA §6B-4) are based on Salary Deferrals for the <b>Plan Year</b> . To different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-3, check one of (a) ow.						
	□ (a)	payroll period						
	□ (c)	calendar month						
6B-6	period d contribu applicab	[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the Plan for a discussion of the "true up" requirements applicable to Matching Contributions.]  ALLOCATION CONDITIONS. A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under						
		the Plan.						
	□ (a)	(a) <b>No allocation conditions</b> apply with respect to Matching Contributions under the Plan.						
	□ (b)	Employment condition. An Employee must be employed with the Employer on the last day of the Plan Year.						
	□ (c)	Minimum service condition. An Employee must be credited with at least:						
		☐ (1) Hours of Service during the Plan Year.						
		(2) consecutive days of employment with the Employer during the Plan Year.						
	□ (d)	Exceptions. The above allocation condition(s) will <b>not</b> apply:						
		$\Box$ (1) if the Employee dies during the Plan Year.						
		$\square$ (2) if the Employee terminates employment as a result of a Disability.						
		☐ (3) if the Employee terminates employment after attainment of Normal Retirement Age.						
		□ (4) Other:						
6B-7	SPECIA Contribu	AL RULES APPLICABLE TO MATCHING CONTRIBUTIONS. The following special rules apply to Matching attoms:						

substantial risk of forfeiture lapses.]

# SECTION 7 RETIREMENT AGES

7-1		<b>AL RETIREMENT AGE:</b> For purposes of applying the Special 457 Catch-Up Contribution under AA §6A-4(b), Retirement Age under the Plan is:
	☑ (a)	Age 65 (not earlier than age 65 or later than age 70 ½).
	□ (b)	The earlier of: age (not earlier than age 65 or later than age 70 ½) or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan).
	□ (c)	The Participant may designate a Normal Retirement Age that is on or after the earlier of age 65 or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan) but not later than age 70½.
	Normal Retirement Age for Qualified Police and Firefighters (elect if applicable)	
	□ (d)	The earlier of: age (not earlier than age 40 or later than age 70 ½).
	□ (e)	The earlier of: age (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(c) of the Plan).
	<b>☑</b> (f)	The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan) but not later than age 70½.
	[Note: A Participant's Normal Retirement Age must be the same as his/her normal retirement age under any other deferred compensation plan or plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.]	
		SECTION 8
VESTING AND FORFEITURES		
8-1	<b>CONTRIBUTIONS SUBJECT TO VESTING.</b> Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?	
	□ Ye	S .
	☑ No [If "No" is checked, skip to Section 9. ]	
		The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the

Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested.). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the

8-2	Contributions, to the vesting schedules un	e extent aut nder this A attributable	horize A §8-2 earnii	ng schedule under the Plan is as follows for both Employer Contributions and Matching and under AA §6 and AA §6B. See Section 7.02(a) of the Plan for a description of the various 2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching ngs, will count towards the Code §457(e)(15) Maximum Contribution Limit for the year in
	ER	Match		
				(a) Full and immediate vesting.
				(b) 3-year cliff vesting schedule
				(c) 6-year graded vesting schedule
				(d) Modified vesting schedule
				% after 1 Year of Service
				% after 2 Years of Service
				% after 3 Years of Service
				% after 4 Years of Service
				% after 5 Years of Service
				100% after 6 Years of Service
				(e) Other:
8-3	$\square$ (a) None, all	service with	the l	the vesting schedules under this AA §8, the following service with the Employer is excluded. Employer counts for vesting purposes.  Effective Date of this Plan is excluded. (See Section 7.06 of the Plan for rules regarding
		or Service.)		Elicente Bate of this film is excluded. (See Section 7.00 of the film for fales regulating
	□ (c) Service co	ompleted be	fore t	he Employee's birthday is excluded.
8-4	<ul> <li>□ (a) dies.</li> <li>□ (b) terminates</li> <li>□ (c) Other: _</li> </ul>	s employme	nt du	esting percentage increases to 100% if, while employed with the Employer, the Employee: e to becoming Disabled. e in vesting applies.
8-5	Year of Service	e. An Empl putation Pe	loyee	applying the vesting requirements under this AA §8, the following default rules apply.  earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during Hours of Service are calculated based on actual hours worked during the Vesting
	•		riod.	The Vesting Computation Period is the Plan Year.
	To override the defa default vesting rules		rules,	complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the
	ER N	<b>Match</b>		
				<b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of [must be less than 1,000] Hours of Service during a Vesting Computation Period.
				Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is:  □ (1) The 12-month period beginning with the anniversary of the Employee's date of
				hire.
				[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]
				<b>Elapsed Time Method.</b> Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the Plan.)

	ER	Ma	itch		
		[	□ (d)	vesting,	ency Method. For purposes of determining an Employee's Hours of Service for the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Equivalency Method will apply to:
				$\square$ (1)	All Employees.
				$\square$ (2)	Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked.
					) is checked, Hours of Service for vesting will be determined under the following ency Method.
				$\square$ (3)	Monthly. 190 Hours of Service for each month worked.
				□ (4)	Weekly. 45 Hours of Service for each week worked.
				$\square$ (5)	<b>Daily.</b> 10 Hours of Service for each day worked.
				$\square$ (6)	<b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period.
8-6	ALLOC	CATION OF	FORFEITU	RES. Any	forfeitures occurring during a Plan Year will be:
	ER	Ma	itch		
		[	□ (a)	N/A. All	contributions are 100% vested. [Do not complete the rest of this AA §8-6.]
		[	□ (b)	Realloca	tted as additional Employer Contributions or as additional Matching Contributions.
		Γ	□ (c)	Used to	reduce Employer and/or Matching Contributions.
	For purj	poses of subse	ection (b) or (	c), forfeitu	ares will be applied:
		Γ	□ (d)	for the P	lan Year in which the forfeiture occurs.
		[	□ (e)	for the P	lan Year following the Plan Year in which the forfeitures occur.
	Prior to	applying forf	eitures under	subsection	n (b) or (c):
		[	□ (f)	Forfeitu	res may be used to pay Plan expenses. (See Section 7.08(c) of the Plan.)
		[	□ (g)	Forfeitu	res may not be used to pay Plan expenses.
					e reallocated under subsection (b), the same allocation conditions apply as for the ated under AA §6-5 or AA §6B-6, unless designated otherwise below.
		Γ	☐ (h)	Forfeitu	res are not subject to any allocation conditions.
		Γ	(i)	Forfeitu	res are subject to a last day of employment allocation condition.
		Γ	□ (j)	Forfeitu	res are subject to a Hours of Service minimum service requirement.
	In deter	mining the tre	eatment of for	feitures ur	nder this AA §8-6, the following special rules apply:
		[	□ (k)	Describe	::
0.7	CDECLA		ECARDINA		NUT DICTRIBUTIONS
8-7					OUT DISTRIBUTIONS.
	(a)	while still e	ntitled to an a	dditional a	ated Participant receives a complete distribution of his/her vested Account Balance allocation, the forfeiture provisions do not apply until the Participant receives a new to be allocated.
		To modify t	he default for	feiture rul	es, complete this AA §8-7(a).
					will apply if a terminated Participant takes a complete distribution, regardless of any ing the Plan Year.
	(b)				nt who receives an Involuntary Cash-Out Distribution (as described in AA §9-5(a)) orfeiture of his/her nonvested Account Balance.
			he forfeiture is AA §8-7(b		es to delay the occurrence of a forfeiture upon an Involuntary Cash-Out Distribution,
		□ A	forfeiture wi	ll occur at	the end of the year following the Involuntary Cash-Out Distribution.

						Cooling that officially			
8-8	SPECIA	AL VESTI	NG RULES.						
		ER	N	Match					
						Special vesting provisions:			
						SECTION 9			
				I	DISTE	RIBUTION PROVISIONS			
9-1	AVAIL	ABLE FO	RMS OF DIST	RIBUTIO	)N.				
			ution. Unless s int Balance in a			e under subsection (e) below, a Participant may take a distribution of his/her n.			
	this AA	§9-1. If a l		oution will		dditional distribution options, check the applicable distribution forms under e provided under the Plan, check (e) below and indicate that no lump sum			
	□ (a)		i <b>mp sum.</b> A Pa		nay tal	te a distribution of less than the entire vested Account Balance upon			
						. A Participant may not take a partial lump sum distribution of less than \$			
	□ (b)					may take a distribution over a specified period not to exceed the life or life gnated beneficiary).			
	□ (c)					ninimum distributions. A Participant may take an installment distribution are required minimum distribution rules under Section 8 of the Plan.			
	□ (d)		<b>distributions.</b> a purchase an a		ant ma	y elect to have the Plan Administrator use the Participant's vested Account			
	□ (e)		:						
						described in (e) will apply uniformly to all Participants under the Plan and e Employer or Plan Administrator.]			
9-2	IN-SER	RVICE DIS	TRIBUTIONS	S.					
	□ (a)								
		Deferral	Match	ER					
					(1)	No in-service distributions are permitted.			
		$\square$			(2)	The attainment of age 70½.			
					(3)	The occurrence of an Unforeseeable Emergency.			
	□ (b)								
		$\Box$ (1)	No in-service	distribution	ns are	permitted.			
		$\square$ (2)	The attainmen	t of age 70	1/2.				
		$\square$ (3)	The occurrenc	e of an Un	forese	eable Emergency.			
		□ (4)	Describe:						
	□ (c)	Distribut	ion of Smaller	Amounts					
		$\Box$ (1)	The Employer	has discre	tion to	make distribution of smaller amounts as described in Section 8.06 of the Plan.			
		$\square$ (2)	The Participan	t may with	ndraw	a distribution of smaller amounts as described in Section 8.06 of the Plan.			
		$\square$ (3)	Special rules a	pplicable t	to the	distribution of smaller amounts:			

#### 9-3 SPECIAL RULES FOR IN-SERVICE DISTRIBUTIONS.

 $\square$  (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.

	□ (b)	A Partic	cipant may take no more than in-service distribution(s) in a Plan Year.
	□ (c)	A Partic	sipant may not take an in-service distribution of less than \$
	□ (d)		ribution is permitted upon the occurrence of an Unforeseeable Emergency in AA §9-2 above, a Participant may h a distribution after termination of employment.
	□ (e)	Describ	e any special in-service distribution rules:
9-4	TIMIN	G OF DIS	STRIBUTIONS UPON TERMINATION OF EMPLOYMENT.
	(a)	Accoun	ution of vested Account Balances exceeding \$5,000. A Participant who terminates employment with a vested t Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted A §9-1 within a reasonable period following:
		$\square$ (1)	the date the Participant terminates employment.
		$\square$ (2)	the last day of the Plan Year during which the Participant terminates employment.
		□ (3) □ (4)	the first Valuation Date following the Participant's termination of employment.  Describe:
	(b)	Distrib	ution of vested Account Balances not exceeding \$5,000. A Participant who terminates employment with a Account Balance that does not exceed \$5,000 may receive a lump sum distribution of his/her vested Account within a reasonable period following:
		$\mathbf{Z}(1)$	the date the Participant terminates employment.
		$\square$ (2)	the last day of the Plan Year during which the Participant terminates employment.
		$\square$ (3)	the first Valuation Date following the Participant's termination of employment.
		□ (4)	Describe:
9-5	PARTI	CIPANT	AND SPOUSAL CONSENT.
	(a)	\$5,000 d Participa	htary Cash-Out Distribution. A Participant who terminates employment with a vested Account Balance of or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-5. If a ant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the cept to the extent provided otherwise under this AA §9-5.
		□ (1)	<b>No Involuntary Cash-Out Distributions.</b> The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(a) of the Plan for special rules upon Plan termination.)
		□ (2)	<b>Involuntary Cash-Out Distribution threshold.</b> A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$
		□ (3)	<b>Application of Automatic Rollover rules.</b> The Automatic Rollover rules described in Section 8.09(f) of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
		□ (4)	Treatment of Rollover Contributions. Unless elected otherwise under this subsection (4), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 8.09(f) of the Plan. If this subsection (4) is checked, Rollover Contributions are included for purposes of applying the Plan's distribution rules.
	(b)		<b>l consent.</b> Spousal consent is not required for a Participant to receive a distribution or name an alternate ary, unless designated otherwise under this subsection (b).
		$\Box$ (1)	<b>Distribution consent.</b> A Participant's Spouse must consent to any distribution, if the Participant's vested Account Balance exceeds \$
		□ (2)	<b>Beneficiary consent.</b> A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
	□ (c)	Describ	e any special rules affecting Participant or Spousal consent:

#### 9-6 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a), the default beneficiaries described under Section 8.05 of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

			If this subsectifollows:		is checked, the default beneficiaries under Section 8.05 of the Plan are modified as						
	(b)	Participar		ation is	ourposes of determining whether an individual is considered the surviving Spouse of the s based on the marital status as of the date of the Participant's death, unless designated (b).						
			Spouse must he the Participant	ave bed and su use wil	is checked, in order to be considered the surviving Spouse, the Participant and surviving en married for the entire one-year period ending on the date of the Participant's death. If arviving Spouse are not married for at least one year as of the date of the Participant's I not be treated as the surviving Spouse for purposes of applying the distribution in.						
	(c)	Beneficia	ry and subsequ	ent to s	eted otherwise under this subsection (c), if a Participant designates his/her Spouse as such Beneficiary designation, the Participant and Spouse are divorced, the designation of r the Plan is automatically rescinded as set forth under Section 8.05 of the Plan.						
			If this subsecti Participant and		is checked, a Beneficiary designation will not be rescinded upon divorce of the se.						
		entered in	nto by the Parti	cipant.	and this subsection (c) will be subject to the provisions of a Beneficiary designation Thus, if a Beneficiary designation specifically overrides the election under this f the Beneficiary designation will control. See Section 8.05 of the Plan.]						
9-7	QUALIFIED DISTRIBUTIONS FOR RETIRED PUBLIC SAFETY OFFICERS.										
	service, t	o have qua	lified health in	surance	pant who is an eligible retired public safety officer may elect, after separation from a premiums deducted from amounts to be distributed from the Plan that would otherwise e such amounts paid directly to the insurer or group health plan. (See Section 8.13 of the						
					Participant who is an eligible retired public safety officer may <b>NOT</b> elect to have iums deducted from amounts to be distributed from the Plan.						
9-8 SPECIAL DISTRIBUTION RULES.											
	☐ Describe any additional distribution options or rules:										
					SECTION 10						
					MISCELLANEOUS PROVISIONS						
10-1		ALUATION wing dates:		s value	d <b>annually</b> , as of the last day of the Plan Year. In addition, the Plan will be valued on						
	Deferra	l Matc	h ER								
				(a)	<b>Daily.</b> The Plan is valued at the end of each business day during which the New York Stock Exchange is open.						
				(b)	Monthly. The Plan is valued at the end of each month of the Plan Year.						
				(c)	Quarterly. The Plan is valued at the end of each Plan Year quarter.						
				(d)	Describe:						
					[Note: The Employer may elect operationally to perform interim valuations.]						
10-2					NG AMOUNT OF INCOME OR LOSS. The following special rules apply in sallocated to Participants' Accounts:						
10-3					FIT ACCRUALS. The benefit accrual provisions under Section 15.05(b) of the Plan do ovisions under Section 15.05(b) of the Plan, check the box below.						
		Plan. If th	nis box is check	ed, an	Check this box if the Plan will provide the benefits described in Section 15.05(b) of the individual who dies or becomes disabled in qualified military service will be treated as ermining entitlement to benefits under the Plan.						

10-4 **OTHER SPECIAL RULES APPLICABLE TO THIS PLAN.** The following special rules, including the applicability of any vendor agreements, apply to this Plan: \_\_\_\_\_

	APPENDIX A			
	SPECIAL EFFECTIVE DATES			
□ A-1	Eligible Employees. The definition of Eligible Employee under AA §3 is effective as follows:			
□ A-2	Minimum age and service conditions. The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:			
□ A-3	Compensation definitions. The compensation definitions under AA §5 are effective as follows:			
□ A-4	Employer Contributions. The Employer Contribution provisions under AA §6 are effective as follows:			
□ A-5	Salary Deferrals. The provisions regarding Salary Deferrals under AA §6A are effective as follows:			
□ A-6	Matching Contributions. The Matching Contribution provisions under AA §6B are effective as follows:			
□ A-7	Retirement ages. The retirement age provisions under AA §7 are effective as follows:			
□ A-8	Vesting and forfeiture rules. The rules regarding vesting and forfeitures under AA §8 are effective as follows:			
□ A-9	<b>Distribution provisions.</b> The distribution provisions under AA §9 are effective as follows:			
□ A-10	Miscellaneous provisions. The provisions under AA §10 are effective as follows:			
□ A-11	<b>Special effective date provisions for merged plans.</b> If any Code §457(b) plan has been merged into this Plan, the following provisions apply:			

□ A-12

Other special effective dates:

#### APPENDIX B LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections.

B-1	Are PA	RTICIPANT LOANS permitted? (See Section 13 of the Plan.)
	□ (a)	Yes
	<b>☑</b> (b)	No
B-2	LOAN	PROCEDURES.
	□ (a)	Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
	□ (b)	Loans will be provided under a separate written loan policy. [If this subsection (b) is checked, do not complete the rest of this Appendix B.]
B-3		ABILITY OF LOANS. Participant loans are available to all Participants and Beneficiaries. Participant loans are not e to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.
		A former Employee or Beneficiary who has a vested Account Balance may request a loan from the Plan.
B-4	outstand	<b>LIMITS.</b> The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all ling loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.
		A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance. [If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.]
B-5	any tim	ER OF LOANS. The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at e. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, e (a) or (b) below.
	□ (a)	A Participant may have loans outstanding at any time.
	□ (b)	There are no restrictions on the number of loans a Participant may have outstanding at any time.
B-6		<b>AMOUNT.</b> The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of a \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.
	□ (a)	There is no minimum loan amount.
	□ (b)	The minimum loan amount is \$
	□ (c)	The maximum loan amount is \$
В-7	interest	<b>EST RATE.</b> The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific rate to be charged on Participant loans, complete this AA §B-7.
	□ (a)	The prime interest rate
		□ plus percentage point(s).
	□ (b)	Describe:
	[Note: A	Iny interest rate described in this $AA \S B$ -7 must be reasonable and must apply uniformly to all Participants.]
B-8	PURPO Particip AA §B-	<b>OSE OF LOAN.</b> The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a ant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete this 8.
		A Participant may only receive a Participant loan under the following circumstances:
B-9		CATION OF LOAN LIMITS. If Participant loans are not available from all contribution sources, the limitations under /2(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account

the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

		The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
B-10	the end of	<b>PERIOD.</b> The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default in to apply a shorter cure period, complete this AA §B-10.
		The cure period for determining when a Participant loan is treated as in default will be days (cannot exceed 90) following the end of the month in which the loan payment is missed.
B-11		DIC REPAYMENT – PRINCIPAL RESIDENCE. If a Participant loan is for the purchase of a Participant's primary e, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.
	□ (a)	The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
	□ (b)	The loan repayment period for the purchase of a principal residence may not exceed years (may not exceed 30).
	□ (c)	Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
B-12		NATION OF EMPLOYMENT. Section 13.10 of the Plan provides that a Participant loan becomes due and payable in the Participant's termination of employment. To override this default provision, complete this AA §B-12.
		A Participant loan will not become due and payable in full upon the Participant's termination of employment.
B-13		<b>FROLLOVER OF A LOAN NOTE.</b> Section 13.10(b) of the Plan provides that upon termination of employment a unt may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
		A Participant may <b>not</b> request the Direct Rollover of the loan note upon termination of employment.
B-14	renegotia repayme prescribe	<b>RENEGOTIATION.</b> The default loan policy provides that a Participant may renegotiate a loan, provided the ated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic nt requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to ed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override alt loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
	□ (a)	A Participant may <b>not</b> renegotiate the terms of a loan.
	□ (b)	The following special provisions apply with respect to renegotiated loans:
B-15		<b>E OF LOAN.</b> Participant loans may be made from all available contribution sources, to the extent vested, unless ed otherwise under this AA §B-15.
		Participant loans will not be available from the following contribution sources:
B-16	SPOUSA this AA	AL CONSENT. Spousal consent is not required for a Participant to receive a loan. To override this provision, complete §B-16.
		Spousal consent is required to receive a Participant loan.
B-17	MODIF	ICATIONS TO DEFAULT LOAN PROVISIONS.
		The following special rules will apply with respect to Participant loans under the Plan:
		ny provision under this $AA \S B$ -17 must satisfy the requirements under Code $\S 72(p)$ and the regulations thereunder and rol over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]

### APPENDIX C ADMINISTRATIVE ELECTIONS

C-1	ROLL	OVER CONT	RIBUTIONS. Does the Plan accept Rollover Contributions? (See Section 3.05 of the Plan.)
	□ (a)	No	
	☑ (b)	Yes	
	□ (c)	Describe any s	pecial rules for accepting Rollover Contributions:
C-2	QDRO	PROCEDUR	ES. Do the default QDRO procedures under Section 11.06 of the Plan apply?
	□ (a)	No	
	☑ (b)	Yes	
C-3	SELF-	DIRECTED I	NVESTMENTS. Are Participants permitted to direct investments?
	□ (a)	No	
	☑ (b)	Yes	
		Specify Acc	ounts:
		$\mathbf{\nabla}$ (1)	All Accounts
		$\square$ (2)	Pre-Tax Salary Deferral Account
		$\square$ (3)	Roth Deferral Account
		$\square$ (4)	Matching Contribution Account
		$\square$ (5)	Employer Contribution Account
		$\square$ (6)	Rollover Contributions Account
		$\square$ (7)	Other:
	□ (c)	Describe an	y special rules that apply for purposes of direction of investments:

		EMPLOYER SIGNATURE PAGE	
PURPO	SE OF EXEC	CUTION. This Signature Page is being executed to effect:	
□ (a)	The adoption	of a new plan, effective	[insert Effective Date of Plan].
☑ (b)	The restaten	nent of an existing plan, effective 1-1-2025	[insert Effective Date of Plan].
	(1) Name o	f Plan(s) being restated: Lower Gwynedd Township 457 Plan	
	(2) The orig	ginal effective date of the plan(s) being restated: 1-1-1992	
□ (c)		ent of the Plan. If this Plan is being amended, the updated pages of the Adoption all pages in the Adoption Agreement. All prior Employer Signature Pages should reement.	
	(1) Ident	ify the section(s) of the Adoption Agreement being amended:	
	(2) Effec	tive Date(s) of such changes:	
[ <i>Note: I</i>	t is recommend	led that the Employer consult with legal counsel before executing this Agreemen	<i>t</i> .]
	Gwynedd Towr of Employer)	ıship	
Mimi G			Township Manager
Sign	ed by:	rresentative)	(Title)
Mim	1 Gleason		7/24/2025
(Signatu	4E0649F4400 (re)		(Date)

Employers should consult with legal counsel to ensure that the Plan meets applicable federal, state and local law requirements.

Employers who want the Internal Revenue Service to review their 457(b) plan document or consider any other document form issue may request a private letter ruling. See Revenue Procedure 2015-1 (or annual successor Revenue Procedure) for details. The IRS does not maintain a pre-approved plan program or a determination letter program for 457(b) plans.

	TRUSTEE DECLARATION	
Effecti	tive date of Trustee Declaration: 1-1-2025	
Truste	ee Investment Powers	
<b>☑</b> (a)	Discretionary	
□ (b)	Nondiscretionary	
□ (c)	<b>No Trustee.</b> Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts (see 12.12 of Plan)	Section
□ (d)	Determined under a separate trust agreement.	
	Name of Trustee:	
	Title of Trust Agreement:	
	Address:	
Descri	ription of any special Trustee powers:	
	ree Signature. By signing this Declaration, the Trustee agrees to the duties, responsibilities and liabilities imposed on tasic Plan Document and this Agreement.	the Trustee by
	Gleason Signed by:	
" M	Mmi Guson 7/2 18044E0649F4400 June or russee or authorized representative)	24/2025
(Signal	180A&0649F4400 vure or authorized representative)	(Date)

#### LOWER GWYNEDD TOWNSHIP 457 PLAN

457(b) Governmental AA Contract Number – INC1231 Plan Document Summary Prepared as of 7/23/2025

This Plan Document Summary ("Summary") is intended to provide you with a high-level overview of the major features of your plan based on the most recently drafted plan document in our files. The Summary is not intended to replace your plan document. If this Summary describes any provisions of your plan that have not been adopted (including provisions in an amendment to the plan that has not been signed), those provisions will not be operational until the plan or amendment has been signed and dated. Finally, if the provisions described in this Summary and the plan document conflict, the provisions of the plan document govern.

#### EMPLOYER/PLAN INFORMATION [AA §1 / AA §2]

#### EFFECTIVE DATE OF PLAN:

Plan restatement effective: 1-1-2025
Original effective date: 1-1-1992

PLAN NUMBER: 001

#### **EMPLOYER INFORMATION**

Name: Lower Gwynedd Township

Address:

1130 N Bethlehem Pike

P.O. Box 625

Spring House, PA 19477-0625

**Phone:** 215-646-5302 **EIN:** 23-6000395

PLAN ADMINISTRATOR: Plan Administrator is Employer

ENTITY TYPE: Municipality

EMPLOYER TAX YEAR END: December 31

FICA REPLACEMENT PLAN: No

PLAN YEAR: Calendar Year

TRUSTEE:
Mimi Gleason

#### COMPENSATION [AA §5]

#### DEFINITION OF PLAN COMPENSATION:

TOTAL COMPENSATION: W-2 Compensation

Deferrals	ER Contributions	Match
PLAN COMPENSATION: No exclusions	PLAN COMPENSATION: No Employer contributions	PLAN COMPENSATION: No match
COMPENSATION PERIOD: Plan Year		
COMPENSATION ONLY WHILE PARTICIPANT: Yes		

#### EXCLUDED EMPLOYEES [AA §3]

Deferrals	ER Contributions	Match
No excluded Employees	No ER contributions	No match

**INDEPENDENT CONTRACTORS:** Independent Contractors may not participate in the Plan

## rticipate in the Plan MINIMUM AGE AND SERVICE [AA §4]

Deferrals	ER Contributions	Match		
Minimum Age: None Minimum Service: None	No Employer Contributions	No match		

#### ENTRY DATES [AA §4-2]

Deferrals	ER Contributions	Match	
Entry Dates: Immediate	No Employer Contributions	No match	

#### SALARY DEFERRALS [AA 86A]

**CATCH-UP CONTRIBUTIONS:** Yes

**ROTH CONTRIBUTIONS:** Yes

**IN-PLAN ROTH CONVERSIONS: No** 

#### EMPLOYER CONTRIBUTIONS [AA §6]

#### NO EMPLOYER CONTRIBUTIONS

#### MATCHING CONTRIBUTIONS [AA §6B]

#### NO MATCHING CONTRIBUTIONS

#### RETIREMENT AGE AND DISTRIBUTIONS [AA §7 / AA §9]

NORMAL RETIREMENT AGE: Age 65

#### PERMISSIBLE DISTRIBUTION EVENTS:

Deferrals	ER Contributions	Match
• Age 70½	No Employer Contributions	No Matching Contributions

#### FORM OF DISTRIBUTION UPON TERMINATION:

• Lump sum

TIMING OF DISTRIBUTIONS – ABOVE \$5,000: Within a reasonable time following termination

LOWER GWYNEDD TOWNSHIP 457 PLAN 457(b) Governmental AA INC1231 Plan Document Summary

TIMING OF DISTRIBUTIONS – NOT EXCEEDING \$5,000: Within a reasonable time following termination

INVOLUNTARY CASH-OUT THRESHOLD: \$5,000

AUTOMATIC ROLLOVER RULES: Do not apply to Cash-Outs less than \$1,000

SPOUSAL CONSENT: Not required under the Plan

BENEFICIARY PROVISIONS: Unless otherwise designated by the Participant, the beneficiaries will be the Participant's surviving Spouse, then the Participant's surviving children, in equal shares, and then the Participant's estate.

**DIVORCE OF SPOUSE:** If the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan will be automatically rescinded

#### MISCELLANEOUS PROVISIONS [AA §10]

Deferrals	ER Contributions	Match		
VALUATION DATE: Daily	VALUATION DATE: No ER contributions	VALUATION DATE: No match		

LOAN POLICY [APPENDIX B]

LOANS: Not permitted

#### ADMINISTRATIVE ELECTIONS [APPENDIX C]

ROLLOVERS: Yes

**DEFAULT QDRO PROCEDURES APPLY:** Yes

PARTICIPANT DIRECTION: Allowed from all Accounts

Prepared as of July 23, 2025 Page 2



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

www.lowergwynedd.org

#### Finance Memorandum

Date: August 12, 2025

To: Mimi Gleason, Township Manager

From: Melinda Haldeman, CPA Finance Director  $\mathfrak{m} \mathbb{C}$ 

RE: July 31,2025, LGT Financial Packet:

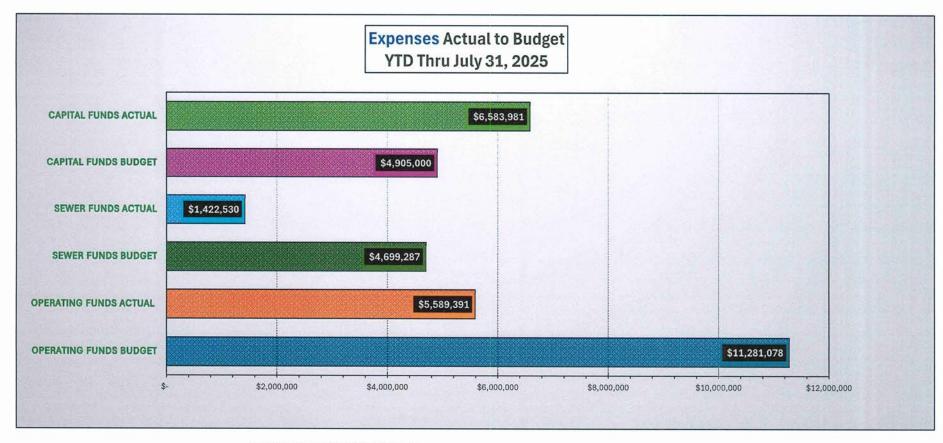
Revenue and Expense Graphs as of July 31, 2025

- Fund Balances as of July 31, 2025
- Summary of Cash and Investments as of July 31, 2025
- ❖ YTD Budget Report with Prior Years Actuals through July 31, 2025

#### Items to Note:

- All cash account reconciliations are current through July 31, 2025
- ❖ Liquid Fuels was Audited by the Pennsylvania Auditor General for 2024. We received a clean opinion with no needed adjustments.
- ❖ The 2<sup>nd</sup> Debt Payment for the bonds was made on July 31, 2025. Transfers for this Debt payment were made out of the General and Sewer Funds, \$278,343 and \$92,780, respectively. There are no more payments due in 2025. Total Principal paid was \$235,000 and interest paid was \$130,301.66.
- ❖ The Sewer Fund transferred \$13,067 to the General Fund to cover its portion of the 2025 contribution to the Defined Contribution Plan.

# REVENUE AND EXPENSE GRAPHS: CAPITAL FUNDS SEWER FUNDS OPERATING FUNDS



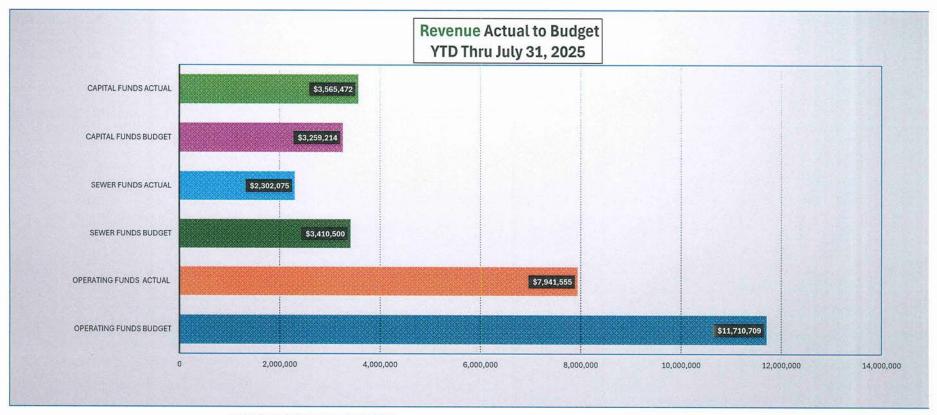
#### 58.3% through the year as of July 2025

Capital Funds Expenses: Expenses are 134.2% of Budget. Unbudgeted 3.3M land purchase PW Bldng

Sewer Funds Expenses: Expenses 30.27% of Budget. Ambler Capital Projects is only 13% of budget LGT Sewer Bldng Projects is 0%

Operating Funds Expenses: Expenses 49.55% of Budget. Code/Fire Official and Staff Accountant vacancies. Pension MMO's made in Fall. Transfers to Capital Funds

and Fire occur in Fall.



#### 58.3% through the year as of July 2025

Capital Funds Revenue: Capital Revenue is 109.3% of Budget. Unbudgeted transfer of 2.4M from Open Space to Capital Fund. PW Land Purchase

Sewer Funds Revenue: Sewer Revenue is 67.4 % of Budget. 1st and 2nd quarter Billings received. On target.

Operating Funds Revenue: Operating Revenue is 67.8% of Budget. On target. Real Estate Taxes 95.7% collected. BPT collected 214k over annual budget

# FUND BALANCE AND SUMMARY OF CASH AND INVESTMENTS

# Lower Gwynedd Township Fund and Cash Balances as of July 31, 2025

FUND#	<u>FUND</u>	FUND BALANCE @ 01/01/2025 FINAL	(INCREASE)DECREASE THRU 07/31/2025	FUND BALANCE @ 07/31/2025
01	GENERAL	-7,869,055.87	-2,007,606.33	-9,876,662.20
02	STREET LIGHT	-38,387.08	-6,734.50	-45,121.58
03	FIRE PROTECTION	-174,128.45	-214,277.99	-388,406.44
04	FIRE HYDRANT	-45,166.37	-9,541.15	-54,707.52
05	RECREATION	73,456.99	-114,004.42	-40,547.43
	GENERAL OPERATING FUNDS SURPLUS	-8,053,280.78	-2,352,164.39	-10,405,445.17
08	SEWER OP	-5,500,055.65	-856,389.40	-6,356,445.05
09	SEWER CAPITAL	-4,503,969.89	-23,155.40	-4,527,125.29
	SEWER FUNDS SURPLUS	-10,004,025.54	-879,544.80	-10,883,570.34
16	ACQ OPEN SPACE	-2,372,249.57	2,350,428.10	-21,821.47
30	CAPITAL RESERVE	-11,983,414.61	980,301.25	-11,003,113.36
31	STORMWATER MNGMNT	-733,430.74	34,423.70	-699,007.04
33	TRAFFIC IMPACT	-1,762,165.10	-34,809.43	-1,796,974.53
35	HIGHWAY AID	-465,446.90	-312,285.10	-777,732.00
	CAPITAL FUNDS	-17,316,706.92	3,018,058.52	-14,298,648.40

YTD ALL FUNDS: -213,650.67

**NEGATIVE BALANCES ARE DEPICTED IN RED** 

FUND BALANCE: THE FUND BALANCE IS THE CULMINATION OF INCOME NETTED AGAINST EXPENSES FROM THE INCEPTION OF THE FUND. WHEN (REVENUE) EXCEEDS EXPENSES, THE FUND BALANCE WILL BE A (CREDIT).

# Summary of Cash and Investments 7/31/2025

#### 7/31/2025

			//31/2025
		Fil	Cash Balance
	GENERAL		8,927,597.61
	STREET LIGHT		44,781.51
	FIRE PROTECTION		510,469.79
	FIRE HYDRANT		52,351.75
	RECREATION		36,384.61
GE	NERAL OPERATING FUNDS CASH	\$	9,571,585.27
	SEWER OP		3,340,658.83
	SEWER CAPITAL		4,533,345.29
	SEWER FUNDS CASH	\$	7,874,004.12
	ACQ OPEN SPACE		21,821.47
	CAPITAL RESERVE		11,022,744.66
	STORMWATER MNGMNT		707,812.04
			1,796,974.53
	TRAFFIC IMPACT		
	TRAFFIC IMPACT HIGHWAY AID		777,732.00

Banking Inst	7/31/2025 tution Cash Balance
PLIGIT	27,459,333.30
TRUIST	317,334.75
CITADEL	3,996,006.04
	\$ 31,772,674.09

Reserves per Fund Balance Policy	Reserves Per Policy 2025	7/31/2025 Cash Balance	
General Fund Reserves	2,641,989.00	8,927,597.61	
Sewer Fund Reserves	1,029,175.00	3,340,658.83	
Sewer Capital Reserves	1,000,000.00	4,533,345.29	

# YTD BUDGET REPORT WITH ACTUALS 2022/2023/2024/2025



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR: 01 GENERAL FUND	PRIOR YR3 ACTUALS 2022	PRIOR YR2 ACTUALS 2023	LAST YR ACTUALS 2024	CURRENT YR ACTUALS 2025	CY REV BUDGET
REVENUE  301 REAL ESTATE TAXES 310 LOCAL TAX ACT 511 321 BUSINESS LICENSES & PRMTS 331 FINES 341 INTEREST EARNINGS 342 RENTS & ROYALTIES 355 STATE SHARED REV & ENTLMT 358 LOCAL GOVT ENTITLEMENT 361 PERMITS/DEVELOPMENT 362 PUBLIC SAFETY 363 HGHWYS & STS 380 MISCELLANEOUS REVENUE 387 DIVIDENDS/MISC REV 392 INTERFUND OPERATING TRANS 400 GEN GOVT-LEGISLATIVE BODY  EXPENSES  401 EXECUTIVE 402 FINANCIAL ADMIN 403 TAX COLLECTION 409 BUILDNGS & PLANT 410 POLICE 411 FIRE 412 AMBULANCE 413 GEN GOVT-CODE ENFORCEMENT 414 PLANING & ZONING 429 PW-WASTEWTR COLL 430 PW-HIGHWAY RDS STS 461 OPEN SPACE CONSERVATION 487 EMPLOYEE BENEFITS 491 REFUND PRIOR YEAR REVENUES 492 INTERFUND OPERATING TRANS  TOTAL GENERAL FUND  TOTAL REVENUES TOTAL EXPENSES	-981,553.63 -4,616,055.44 -137,292.05 -4,423.86 -18,716.63 -145,708.61 -00 -00 -333,563.01 -81,953.46 -3,900.00 -47,536.00 -47,536.00 -44,164.00 16,000.00 408,503.24 137,658.71 65,813.32 153,875.33 2,004,918.68 -00 -11,242.00 313,831.35 1,271.72 437,488.79 3,595.97 294,697.17 -248.66 2,490,000.00 -36,219.07	-1,051,186.32 -4,669,076.63 -134,913.14 -6,843.00 -153,224.77 -149,459.38 -200.00 -383,327.77 -81,953.03 -3,990.00 -1,151.96 .00 -332.07 .00 431,347.25 241,072.57 68,903.63 141,526.49 2,260,160.20 .00 30,000.00 4,124.50 323,118.50 .00 460,622.99 3,487.82 10,658.41 .00 620,375.00 -2,040,260.71 -6,635,658.07 4,595,397.36	-1,053,948.69 -4,605,630.78 -129,761.95 -8,088.59 -226,231.28 -151,784.69 -1,200.00 -17,705.38 -310,076.37 -95,495.54 -4,080.00 -607.90 .00 .00 .00 .594,258.73 156,365.35 70,332.40 145,443.71 2,353,825.41 .00 .00 .356,961.28 .00 398,603.34 .00 28,814.35 .00 1,217,814.04 -1,282,192.56 -6,604,611.17 5,322,418.61	-1,189,599.40 -5,155,488.81 -124,663.44 -18,359.74 -199,192.01 -157,887.73 -600.00 -20,500.96 -280,883.06 -97,679.58 -4,170.00 -11,683.58 -00 -13,067.00 .00 772,430.05 178,349.75 71,967.76 141,334.56 2,456,658.13 .00 30,000.00 363,404.34 .00 791,013.79 .00 443,343.00 -2,007,606.33 -7,273,775.31 5,266.168.98	-1,241,815.00 -7,470,000.00 -237,000.00 -10,500.00 -375,000.00 -290,633.00 -524,829.00 -15,000.00 -587,000.00 -198,675.00 -4,170.00 -10,000.00 -30,000.00 -13,067.00  1,267,347.60 422,781.67 111,793.00 320,170.75 4,632,769.22 137,086.00 30,000.00 -799,519.31 .00 1,354,307.71 .00 548,838.00 .943,343.00 -439,732.74 -11,007,689.00 10,567,956.26
TOTAL 01 GENERAL FUND	-36,219.07	-2,040,260.71	-1,282,192.56	-2,007,606.33	-439,732.74



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
02 STREET LIGHT FUND	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
301 REAL ESTATE TAXES 341 INTEREST EARNINGS 434 PW -STREET LGHTNG	-15,270.68	-24,775.70	-16,250.72	-8,888.01	-14,000.00
	-71.32	-688.10	-933.90	-1,007.66	-1,620.00
	8,043.88	6,189.80	4,193.77	3,161.17	9,970.00
TOTAL STREET LIGHT FUND	-7,298.12	-19,274.00	-12,990.85	-6,734.50	-5,650.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 02 STREET LIGHT FUND	-15,342.00	-25,463.80	-17,184.62	-9,895.67	-15,620.00
	8,043.88	6,189.80	4,193.77	3,161.17	9,970.00
	-7,298.12	-19,274.00	-12,990.85	-6,734.50	-5,650.00



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR: 03 FIRE PROTECTION FUND	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
301 REAL ESTATE TAXES 341 INTEREST EARNINGS 392 INTERFUND OPERATING TRANS 480 MISC EXPENDITURES 489 OTHER MISC EXP	-184,663.38 -208.53 -165,000.00 .00	-193,172.80 -3,865.21 .00 .00 131,600.00	-199,266.19 -1,985.14 .00 .00	-197,176.70 -5,628.53 -165,000.00 153,527.24	-203,000.00 -3,500.00 -165,000.00 206,500.00 165,000.00
TOTAL FIRE PROTECTION FUND	-349,871.91	-65,438.01	-201,251.33	-214,277.99	.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 03 FIRE PROTECTION FUND	-349,871.91	-197,038.01	-201,251.33	-367,805.23	-371,500.00
	.00	131,600.00	.00	153,527.24	371,500.00
	-349,871.91	-65,438.01	-201,251.33	-214,277.99	.00



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Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
04 FIRE HYDRANT FUND	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
301 REAL ESTATE TAXES 341 INTEREST EARNINGS 411 FIRE	-38,077.24	-39,420.20	-36,657.94	-40,515.89	-39,200.00
	-207.12	-1,818.48	-1,891.92	-979.13	-3,000.00
	24,526.07	28,923.37	31,953.87	31,953.87	62,000.00
TOTAL FIRE HYDRANT FUND	-13,758.29	-12,315.31	-6,595.99	-9,541.15	19,800.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 04 FIRE HYDRANT FUND	-38,284.36	-41,238.68	-38,549.86	-41,495.02	-42,200.00
	24,526.07	28,923.37	31,953.87	31,953.87	62,000.00
	-13,758.29	-12,315.31	-6,595.99	-9,541.15	19,800.00



08/11/2025 Lower Gwynedd Township
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THRU JULY 2022/2023/2024/2025
FOR PERIOD 07 OF 2025

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
05 RECREATION FUND	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
301 REAL ESTATE TAXES 341 INTEREST EARNINGS	-370,268.37	-390,142.13	-393,450.62	-229,660.73	-242,200.00
	-603.48	-6,211.57	-231.54	-1,468.12	-2,500.00
358 LOCAL GOVT ENTITLEMENT 361 PERMITS/DEVELOPMENT 367 RECREATION 387 DIVIDENDS/MISC REV 437 PW REPR TOOL&MAC	.00 -6,152.50 -12,975.00 -85.93 7,283.49	.00 .00 -34,905.00 -25.00	.00 -16,252.00 -21,411.00 .00	.00 .00 -17,455.00 .00	-1,000.00 .00 -28,000.00
451 CULTURE-RECREATION 452 PARTICIPANT RECREATION 453 RECREATION EVENTS 454 PARKS	7,283.49 115,141.99 .00 2,858.17 180,742.13	6,472.53 140,310.57 3,493.75 6,730.31 221,685.34	7,229.37 121,647.68 .00 9,370.61 138,997.32	.00 113,968.92 .00 7,222.27	3,500.00 210,275.22 .00 30,000.00
486 INSURANCE 487 EMPLOYEE BENEFITS	3,166.77 8,611.10	8,763.39 9,208.65	23,668.83	10,649.74 .00 2,738.50	15,000.00 .00 10,877.00
TOTAL RECREATION FUND TOTAL REVENUES	-72,281.63	-34,619.16	-118,831.24	-114,004.42	-4,047.78
	-390,085.28	-431,283.70	-431,345.16	-248,583.85	-273,700.00
TOTAL EXPENSES TOTAL 05 RECREATION FUND	317,803.65	396,664.54	312,513.92	134,579.43	269,652.22
	-72,281.63	-34,619.16	-118,831.24	-114,004.42	-4,047.78



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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341 INTEREST EARNINGS 341 INTEREST EARNINGS 361 PERMITS/DEVELOPMENT 362 -172.50 363 SANITATION 364 SANITATION 365 SPECIAL ASSESSMENTS 360 -190.00 366 SANITATION 360 -1912,498.79 360 -1900.00 360 -2,114,415.84 360 -2,105,629.01 360 -2,114,415.84 360 -2,215,500.00 37.521.89 37.958.20 37.958.20 37.	ACCOUNTS FOR: 08 SEWER FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
361 PERMITS/DEVELOPMENT			THE PERSON NAMED IN		N. W. W. M. A. C.	CANAL COLLEGE
364 SANITATION 383 SPECIAL ASSESSMENTS 00 -900.00 401 EXECUTIVE 5,252.599 -2,293.26 155.05 185.00 1,500.00 402 FINANCIAL ADMIN 7,521.89 7,958.29 9,346.45 8,844.04 20,000.00 408 ENGINEERING 03,841.06 .00 -2,432.50 5,000.00 409 BUILDINGS & PLANT 62,350.00 63,600.00 63,600.00 67,500.00 135,000.00 429 PW-WASTEWIT COLL 764,224.94 808,381.69 1,007,969.73 1,020,430.45 2,235,213.00 486 INSURANCE 15,098.13 15,038.04 39,239.46 44,871.39 63,620.51 487 EMPLOYEE BENEFITS 60,472.54 63,289.87 51,546.78 83,726.73 168,684.27 492 INTERFUND OPERATING TRANS 604,164.00 .00 100,000.00 105,847.00  TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22			-40,970.23	-9,457.81	-48,077.67	-18,000.00
364 SANITATION 383 SPECIAL ASSESSMENTS 00 -900.00 401 EXECUTIVE 5,252.59 -2,293.26 402 FINANCIAL ADMIN 7,521.89 7,958.29 408 ENGINEERING 409 BUILDINGS & PLANT 62,350.00 409 BUILDINGS & PLANT 64,224.94 408,381.69 40,007,969.73 40,000.00 409.801.00		-172.50	.00	.00	.00	.00
383 SPECIAL ASSESSMENTS 401 EXECUTIVE 5,252.59 -2,293.26 155.05 185.00 1,500.00 402 FINANCIAL ADMIN 7,521.89 7,958.29 9,346.45 8,844.04 20,000.00 408 ENGINEERING 0,00 -2,432.50 5,000.00 409 BUILDINGS & PLANT 62,350.00 63,600.00 63,600.00 63,600.00 67,500.00 486 INSURANCE 764,224.94 808,381.69 1,007,969.73 1,020,430.45 2,235,213.00 486 INSURANCE 15,098.13 15,038.04 39,239.46 44,871.39 63,620.51 487 EMPLOYEE BENEFITS 60,472.54 63,289.87 51,546.78 83,726.73 168,684.27 492 INTERFUND OPERATING TRANS 604,164.00 -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22  TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00		-1,912,498.79	-1,945,176.68	-2,105,629,01	-2.114.415.84	
401 EXECUTIVE 5,252.59 -2,293.26 155.05 185.00 1,500.00 402 FINANCIAL ADMIN 7,521.89 7,958.29 9,346.45 8,844.04 20,000.00 408 ENGINEERING 00 -2,432.50 5,000.00 409 BUILDNGS & PLANT 62,350.00 63,600.00 63,600.00 67,500.00 135,000.00 429 PW-WASTEWTR COLL 764,224.94 808,381.69 1,007,969.73 1,020,430.45 2,235,213.00 486 INSURANCE 15,098.13 15,038.04 39,239.46 44,871.39 63,620.51 487 EMPLOYEE BENEFITS 60,472.54 63,289.87 51,546.78 83,726.73 168,684.27 492 INTERFUND OPERATING TRANS 604,164.00 00 100,000.00 105,847.00 105,847.00 TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22 TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00	383 SPECIAL ASSESSMENTS	.00	-900.00			
402 FINANCIAL ADMIN 408 ENGINEERING 3,841.06 00 00 -2,432.50 5,000.00 409 BUILDNGS & PLANT 62,350.00 429 PW-WASTEWTR COLL 764,224.94 808,381.69 1,007,969.73 1,020,430.45 2,235,213.00 486 INSURANCE 15,098.13 15,038.04 39,239.46 44,871.39 63,620.51 487 EMPLOYEE BENEFITS 60,472.54 63,289.87 51,546.78 83,726.73 168,684.27 492 INTERFUND OPERATING TRANS 604,164.00  TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22  TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00		5,252.59	-2.293.26			
408 ENGINEERING 409 BUILDINGS & PLANT 62,350.00 62,350.00 62,350.00 62,350.00 63,600.00 63,600.00 63,600.00 67,500.00 135,000.00 429 PW-WASTEWTR COLL 764,224.94 808,381.69 1,007,969.73 1,020,430.45 2,235,213.00 486 INSURANCE 15,098.13 15,038.04 39,239.46 44,871.39 63,620.51 487 EMPLOYEE BENEFITS 60,472.54 63,289.87 51,546.78 83,726.73 168,684.27 492 INTERFUND OPERATING TRANS 604,164.00  TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22  TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00	402 FINANCIAL ADMIN	7,521.89				
409 BUILDNGS & PLANT       62,350.00       63,600.00       63,600.00       67,500.00       135,000.00         429 PW-WASTEWTR COLL       764,224.94       808,381.69       1,007,969.73       1,020,430.45       2,235,213.00         486 INSURANCE       15,098.13       15,038.04       39,239.46       44,871.39       63,620.51         487 EMPLOYEE BENEFITS       60,472.54       63,289.87       51,546.78       83,726.73       168,684.27         492 INTERFUND OPERATING TRANS       604,164.00       .00       100,000.00       105,847.00       105,847.00         TOTAL SEWER FUND       -395,117.69       -1,031,072.28       -843,229.35       -856,389.40       -205,635.22         TOTAL REVENUES       -1,918,042.84       -1,987,046.91       -2,115,086.82       -2,185,361.51       -2,940,500.00	408 ENGINEERING					
429 PW-WASTEWTR COLL     764,224.94     808,381.69     1,007,969.73     1,020,430.45     2,235,213.00       486 INSURANCE     15,098.13     15,038.04     39,239.46     44,871.39     63,620.51       487 EMPLOYEE BENEFITS     60,472.54     63,289.87     51,546.78     83,726.73     168,684.27       492 INTERFUND OPERATING TRANS     604,164.00     .00     100,000.00     105,847.00     105,847.00       TOTAL SEWER FUND     -395,117.69     -1,031,072.28     -843,229.35     -856,389.40     -205,635.22       TOTAL REVENUES     -1,918,042.84     -1,987,046.91     -2,115,086.82     -2,185,361.51     -2,940,500.00	409 BUILDNGS & PLANT					
486 INSURANCE 15,098.13 15,038.04 39,239.46 44,871.39 63,620.51 487 EMPLOYEE BENEFITS 60,472.54 63,289.87 51,546.78 83,726.73 168,684.27 492 INTERFUND OPERATING TRANS 604,164.00 .00 100,000.00 105,847.00 TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22 TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00	429 PW-WASTEWTR COLL					
487 EMPLOYEE BENEFITS 60,472.54 63,289.87 51,546.78 83,726.73 168,684.27 492 INTERFUND OPERATING TRANS 604,164.00 .00 100,000.00 105,847.00 105,847.00 TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22 TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00						
492 INTERFUND OPERATING TRANS 604,164.00 .00 100,000.00 105,847.00 105,847.00  TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22  TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00	487 EMPLOYEE BENEFITS					
TOTAL SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,635.22  TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00						
TOTAL REVENUES -1,918,042.84 -1,987,046.91 -2,115,086.82 -2,185,361.51 -2,940,500.00		001,101100		100,000.00	105,647.00	103,847.00
-11	TOTAL SEWER FUND	-395,117.69	-1,031,072.28	-843,229.35	-856,389.40	-205,635.22
	TOTAL REVENUES	-1,918,042.84	-1.987.046.91	-2.115.086.82	-2.185.361.51	-2.940.500.00
TOTAL EXPENSES 1,522,925.15 955,974.63 1,271,857.47 1,328,972.11 2,734,864.78	TOTAL EXPENSES	1,522,925.15	955,974.63	1,271,857.47	1,328,972.11	
TOTAL 08 SEWER FUND -395,117.69 -1,031,072.28 -843,229.35 -856,389.40 -205,633.22	TOTAL 08 SEWER FUND					



08/11/2025 Lower Gwynedd Township
13:28:53 YTD BUDGET REPORT WITH PRIOR YEARS
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ACCOUNTS FOR: 09 SEWER CAPITAL RESERVE	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
341 INTEREST EARNINGS 354 ST. CAPITAL & OP. GRANTS 392 INTERFUND OPERATING TRANS 409 BUILDNGS & PLANT 429 PW-WASTEWTR COLL 439 CONSTRUCTION & REBUILDING	-12,160.80 .00 -600,000.00 9,149.75 28,131.99 62,796.69	-108,847.15 .00 .00 .00 .00 .00 21,693.91	-141,751.28 .00 -100,000.00 18,174.80 8,991.24 50,126.58	-116,713.55 .00 .00 6,220.00 3,737.60 83,600.55	-230,000.00 -240,000.00 .00 53,000.00 6,000.00 200,000.00
TOTAL SEWER CAPITAL RESERVE	-512,082.37	-87,153.24	-164,458.66	-23,155.40	-211,000.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 09 SEWER CAPITAL RESERVE	-612,160.80	-108,847.15	-241,751.28	-116,713.55	-470,000.00
	100,078.43	21,693.91	77,292.62	93,558.15	259,000.00
	-512,082.37	-87,153.24	-164,458.66	-23,155.40	-211,000.00



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR: 16 ACQUISITION OF OPEN SPAC	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
341 INTEREST EARNINGS 342 RENTS & ROYALTIES 392 INTERFUND OPERATING TRANS 454 PARKS 492 INTERFUND OPERATING TRANS	-6,048.31 -6,500.00 -700,000.00 25.00 .00	-62,549.28 .00 .00 3,200.00	-72,139.62 .00 .00 319.50	-49,571.90 .00 .00 .00 2,400,000.00	-115,000.00 .00 .00 .00
TOTAL ACQUISITION OF OPEN SPAC	-712,523.31	-59,349.28	-71,820.12	2,350,428.10	-115,000.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 16 ACQUISITION OF OPEN SPAC	-712,548.31	-62,549.28	-72,139.62	-49,571.90	-115,000.00
	25.00	3,200.00	319.50	2,400,000.00	.00
	-712,523.31	-59,349.28	-71,820.12	2,350,428.10	-115,000.00



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR: 30 CAPITAL RESERVE FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
341 INTEREST EARNINGS	-17,400.73	-130,592.53	-260,880.22	-307,121.71	-350,000.00
351 FEDERAL GRANTS 354 ST. CAPITAL & OP. GRANTS 391 FIXED ASSETS PROCEEDS	.00 .00 .00	-250,000.00 .00 .00	-310,980.00 -49,819.77 .00	-472.50 -00	.00 -1,251,000.00 -90,000.00
392 INTERFUND OPERATING TRANS 401 EXECUTIVE 407 DATA PROCESSING 409 BUILDNGS & PLANT	-725,000.00 .00 2,453.98 35,361.79	-600,000.00 .00 6,426.00	-1,217,814.04 332,898.80 17,069.68	-2,771,123.00 .00 .00	-500,000.00 .00 .00
410 POLICE 411 FIRE 430 PW-HIGHWAY RDS STS	11,130.50 300,000.00	17,606.79 12,787.80 .00	29,737.48 131,747.18 .00 83,698.24	75,462.00 53,666.44 .00 21,017.43	236,000.00 189,000.00 .00 231,000.00
439 CONSTRUCTION & REBUILDING 454 PARKS 471 DEBT PRINCIPAL 472 DEBT INTEREST	40,376.63 40,254.78 .00	27,273.59 61,561.34 .00	241,479.14 95,027.94 .00	3,452,382.25 91,188.68 235,000.00	2,031,000.00 926,000.00 .00
TOTAL CAPITAL RESERVE FUND	-312,823.05	.00 -854,937.01	.00 -907,835.57	130,301.66 980,301.25	.00 1,422,000.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 30 CAPITAL RESERVE FUND	-742,400.73 429,577.68 -312,823.05	-980,592.53 125,655.52 -854,937.01	-1,839,494.03 931,658.46 -907,835.57	-3,078,717.21 4,059,018.46 980,301.25	-2,191,000.00 3,613,000.00 1,422,000.00



08/11/2025 Lower Gwynedd Township
13:28:53 YTD BUDGET REPORT WITH PRIOR YEARS
THRU JULY 2022/2023/2024/2025
FOR PERIOD 07 OF 2025

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
31 STORMWATER MANAGEMENT	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
341 INTEREST EARNINGS	-1,116.59	-9,405.65	-25,490.41	-18,852.79	-38,000.00
354 ST. CAPITAL & OP. GRANTS	.00	.00	-64,497.00	.00	-345,000.00
387 DIVIDENDS/MISC REV	-85,769.50	-55,495.00	-34,727.50	.00	-50,000.00
446 STORMWATER MANAGEMENT	52,220.20	31,003.77	72,301.33	53,276.49	872,000.00
TOTAL STORMWATER MANAGEMENT	-34,665.89	-33,896.88	-52,413.58	34,423.70	439,000.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 31 STORMWATER MANAGEMENT	-86,886.09	-64,900.65	-124,714.91	-18,852.79	-433,000.00
	52,220.20	31,003.77	72,301.33	53,276.49	872,000.00
	-34,665.89	-33,896.88	-52,413.58	34,423.70	439,000.00



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR: 33 TRAFFIC IMPACT FUND	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
341 INTEREST EARNINGS	-3,284.40	-45,039.62	-58,054.28	-34,809.43	-84,000.00
354 ST. CAPITAL & OP. GRANTS	2,417.50	.00	-1,004,454.28	.00	.00
361 PERMITS/DEVELOPMENT 392 INTERFUND OPERATING TRANS 402 FINANCIAL ADMIN 433 PW -TRAFFIC 439 CONSTRUCTION & REBUILDING	-79,975.00 -900,000.00 492.50 41,600.24	.00 .00 23,119.99 59,747.13 8,158.38	.00 .00 .00 1,375,382.56 .00	.00 .00 .00 .00	-50,000.00 .00 .00 .00
TOTAL TRAFFIC IMPACT FUND	-938,749.16	45,985.88	312,874.00	-34,809.43	-134,000.00
TOTAL REVENUES TOTAL EXPENSES TOTAL 33 TRAFFIC IMPACT FUND	-980,841.90	-45,039.62	-1,062,508.56	-34,809.43	-134,000.00
	42,092.74	91,025.50	1,375,382.56	.00	.00
	-938,749.16	45,985.88	312,874.00	-34,809.43	-134,000.00



#### Lower Gwynedd Township YTD BUDGET REPORT WITH PRIOR YEARS THRU JULY 2022/2023/2024/2025 FOR PERIOD 07 OF 2025

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ACCOUNTS FOR: 35 HIGHWAY AID FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
341 INTEREST EARNINGS 355 STATE SHARED REV & ENTLMT 392 INTERFUND OPERATING TRANS 430 PW-HIGHWAY RDS STS 439 CONSTRUCTION & REBUILDING TOTAL HIGHWAY AID FUND TOTAL REVENUES TOTAL EXPENSES TOTAL 35 HIGHWAY AID FUND GRAND TOTAL	-2,010.52 -359,978.98 .00 37,144.48 .00 -324,845.02 -361,989.50 37,144.48 -324,845.02	-15,662.49 -368,867.51 -20,375.00 6,527.77 .00 -398,377.23 -404,905.00 6,527.77 -398,377.23 -4,590,375.16	-16,141.74 -368,213.97 .00 27,200.56 301,661.25 -55,493.90 -384,355.71 328,861.81 -55,493.90	-16,195.16 -367,325.97 .00 71,236.03 .00 -312,285.10 -383,521.13 71,236.03 -312,285.10 -213,650.67	-18,000.00 -368,214.00 .00 20,000.00 400,000.00 33,786.00 -386,214.00 420,000.00 33,786.00
GIOTIE TOTAL	-3,710,233.31	-4,330,373.10	-3,404,233.13	-213,030.07	799,320.26

#### **Lower Gwynedd Township**



#### **PAID INVOICES REPORT**

WARRANT: 082625 TO FISCAL 2025/07 01/01/2025 TO 12/31/2025

VENDOR		IR PO GHE	CK NO T CHK DATE GL	ACCOUNT	GL ACCOUNT DESCRIPTION	
3577	ADOBE SYSTEMS INCORPORATED 169593 08/12/25 71364 INVOICE: 3186210261		104709 P 08/26/25 014	10 430	TECHNOLOGY	224.78
	VENDOR TOTALS 3	,349.66 YTD INV	OICED	3,574.44 YTD	PAID	224.78
4144	AJR ENVIRONMENTAL, INC. 169624 07/31/25 71395 INVOICE: 17984 169624 07/31/25 71395		104710 P 08/26/25 014 104710 P 08/26/25 014		CONTRACTED SERVICES STORMWATER CONTRACTED SER	9,010.00 1,790.00
	INVOICE: 17984					,
	VENDOR TOTALS 21	.,600.00 YTD INV	OICED	32,400.00 YTD	PAID	10,800.00
837	ALBERT M. COMLY, JR. 169491 07/28/25 71261 INVOICE: LC 25-002		104711 p 08/26/25 014	14 312	FIRE SAFETY INSPECTOR	3,583.13
	169491 07/28/25 71261 INVOICE: LC 25-002	;	104711 P 08/26/25 011	47 000	LEGAL&ENGINEER	37.50
	169501 08/01/25 71271 INVOICE: 080125	;	104712 P 08/26/25 014	14 312	FIRE SAFETY INSPECTOR	600.00
	VENDOR TOTALS 4	,481.25 YTD INV	DICED	10,254.38 YTD	PAID	4,220.63
3799	ALLEN J. FEDEZKO 169606 07/25/25 71377 INVOICE: 146	:	104713 P 08/26/25 014	09 450	CONTRACTED SERVICES	1,487.50
	169606 07/25/25 71377 INVOICE: 146	:	104713 P 08/26/25 084	29 450	CONTRACTED SERVICES	262.50
	VENDOR TOTALS 10	,500.00 YTD INV	DICED	14,000.00 YTD	PAID	1,750.00
2784	ALLIED LANDSCAPE SUPPLY 169554 07/24/25 71324 INVOICE: 167117	;	104714 P 08/26/25 014	30 370	R&M PW	130.00
	169555 07/24/25 71325 INVOICE: 167106	;	104714 P 08/26/25 014	30 370	R&M PW	130.00
	VENDOR TOTALS	697.62 YTD INV	DICED	957.62 YTD	PAID	260.00
3759	AMO ENVIRONMENTAL DECISIONS, 169608 01/31/25 71379 INVOICE: B4100103003	INC.	104715 P 08/26/25 014	14 313	ENGINEERING	3,388.27
	VENDOR TOTALS	.00 YTD INV	DICED	11,554.96 YTD	PAID	3,388.27
2091	ARAMSCO, INC. 169528 07/15/25 71298 INVOICE: \$7175322.001	;	104716 P 08/26/25 0140	09 220	SUPPLIES- ALL BLDNGS	446.10

#### **Lower Gwynedd Township**



#### **PAID INVOICES REPORT**

WARRANT: 082625

TO FISCAL 2025/07 01/01/2025 TO 12/31/2025

						,,,
VENDOR		UGHER PO	CHECK NO T CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	2,356.18	YTD INVOICED	2,982.30 YTD	PAID	446.10
2738	ARBOR VALLEY TREE SURGEO 169550 07/27/25 71 INVOICE: 2509	NS, INC. 320	104717 P 08/26/25	31446 450	CONTRACTED SERVICES	8,400.00
	169552 08/01/25 71 INVOICE: 2511	322	104717 P 08/26/25	31446 450	CONTRACTED SERVICES	1,050.00
	VENDOR TOTALS	11,400.00	YTD INVOICED	20,850.00 YTD	PAID	9,450.00
3210	ARMOUR & SONS ELECTRIC, 169564 07/23/25 71 INVOICE: 910045371	INC. 334	104718 P 08/26/25	01430 370	R&M PW	355.00
	169565 07/24/25 71 INVOICE: APPLICATION	336 #3	104719 P 08/26/25	30439 000	INFRASTRUCTURE REBUILDING	11,630.25
	VENDOR TOTALS	67,133.75	YTD INVOICED	83,474.00 YTD	PAID	11,985.25
4007	ARRO CONSULTING, INC. 169612 08/15/25 71 INVOICE: 081525	383	104720 P 08/26/25	01414 313	ENGINEERING	149.00
	1001CE: 081323 169612 08/15/25 71 INVOICE: 081525	383	104720 P 08/26/25	01147 000	LEGAL&ENGINEER	1,595.50
	VENDOR TOTALS	8,509.76	YTD INVOICED	10,254.26 YTD	PAID	1,744.50
3435	AVANTI UNLIMITED, INC. 169573 07/12/25 71 INVOICE: 4307	344	104721 P 08/26/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	65.00
	169574 07/12/25 71 INVOICE: 4306	345	104721 P 08/26/25	01430 262	REPAIRS VEHICLES/TOOLS/MA	48.50
	169575 07/12/25 71 INVOICE: 4305	346	104721 P 08/26/25	01410 262	VEHICLE MAINTENANCE	150.00
	VENDOR TOTALS	634.95	YTD INVOICED	1,198.76 YTD	PAID	263.50
500	BERGEY'S, INC. 169464 07/31/25 71 INVOICE: 31JUL25	234	104722 P 08/26/25	01410 262	VEHICLE MAINTENANCE	890.88
	VENDOR TOTALS	16,036.39	YTD INVOICED	16,927.27 YTD	PAID	890.88
617	BOROUGH OF AMBLER 169472 07/18/25 71 INVOICE: 07182025	242	104723 P 08/26/25	08429 300	AMBLER TREATMENT OPERAT	291,126.50
	VENDOR TOTALS	602,865.79	YTD INVOICED	1,399,422.81 YTD	PAID	291,126.50
1116	BOWMAN CONSULTING GROUP, 169503 06/30/25 71	LTD. 273	104724 P 08/26/25	01414 313	ENGINEERING	8,950.00

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#### **PAID INVOICES REPORT**

WARRANT: 082625 TO FISCAL 2025/07 01/01/2025 TO 12/31/2025

VENDOR		INV DATE	VOUCHE	R PO		CHECK NO	T CHK	DATE	G ACC	OUNT		GL ACCOUNT DESCRIPTION	
	Thu (0 T CE -	JUNE 30 2 06/30/25 JUNE 30 2 06/30/25	025 71273 025 71273			104724 104724						LEGAL&ENGINEER INFRASTRUCTURE REBUILDING	,
	VENDOR TOTAL			,403.41	YTD	INVOICED				153,904.18	YTD	PAID	18,360.00
3319	BUCKS COUNTY 169569 INVOICE:	08/15/25	EWER A 71340	UTHORITY	(	104725	P 08/2	6/25	08429	450		CONTRACTED SERVICES	4,300.00
	VENDOR TOTAL	s	43	,185,00	YTD	INVOICED				51,785.00	YTD	PAID	4,300.00
1	CAROL L. SKI 169430 INVOICE:	07/18/25	71200			104726	P 08/2	6/25	01414	314		PROF SERV- LEGAL (ZHB)	405.45
	VENDOR TOTAL	s		.00	YTD	INVOICED				405.45	YTD	PAID	405.45
449	CBIZ BENEFIT 169456 INVOICE:	08/15/25	NCE SE	RVICES		104727	P 08/2	6/25	01410	311		PROF. SERVICES - PENSION,	2,297.55
	VENDOR TOTAL	s	14	,469.00	YTD	INVOICED				18,038.55	YTD	PAID	2,297.55
4145	CDHB VENTURE 169625 INVOICE:	07/31/25	71396			104728	P 08/2	6/25	01301	100		CURRENT REAL ESTATE TAXES	86.33
	VENDOR TOTAL	s		.00	YTD	INVOICED				86.33	YTD	PAID	86.33
4097	CORBO LANDSC 169621 INVOICE:	07/23/25	71392			104729	P 08/2	6/25	31446	450		CONTRACTED SERVICES	30,000.00
	VENDOR TOTAL	S	35	,000.00	YTD	INVOICED				65,000.00	YTD	PAID	30,000.00
835	DAVID A. MOR 169490 INVOICE:	07/24/25	71260			104730	P 08/2	6/25	01401	200		OFFICE SUPPLIES	60.00
	VENDOR TOTAL	s		316.30	YTD	INVOICED				376.30	YTD	PAID	60.00
4151	DAVID KATZ 169630 INVOICE:		71401			104731	P 08/2	6/25	05367	410		FALL FEST	50.00
	VENDOR TOTAL	S		.00	YTD	INVOICED				50.00	YTD	PAID	50.00
1416	DAVIDHEISER'	S INC.											

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#### **PAID INVOICES REPORT**

VENDOR		INV DATE	VOUCHE	R PO		CHECK NO	T CHK DATE	ĠL ACC	OUNT	( ( ) ( ) ( ) ( )	GL ACCOUNT DESCRIPTION	
	169514 INVOICE:	07/31/25 30083	71284			104732	P 08/26/25	01410	220		OPERATING SUPPLIES	280.00
	VENDOR TOTAL	S		881.00	YTD	INVOICED			1,462.00	YTD	PAID	280.00
25	DEL-VAL INTER 169434 INVOICE:	07/11/25 1440892	71204			104733			262		R&M EQUIP/VEHICLES	108.00
	169435 INVOICE:	07/18/25 13396659	71205			104733	P 08/26/25	08429	262		R&M EQUIP/VEHICLES	42.18
	VENDOR TOTAL	5	3	,246.38	YTD	INVOICED			3,396.56	YTD	PAID	150.18
691	DELAWARE VAL 169489 INVOICE:	07/31/25	RS' 71258			104734	P 08/26/25	01401	350		INSURANCE BONDING	7,646.12
	169489 INVOICE:	07/31/25	71258			104734	P 08/26/25	08486	350		INSURANCE	664.88
	VENDOR TOTAL	S	82	,497.75	YTD	INVOICED			108,993.75	YTD	PAID	8,311.00
125	DENNEY ELECT 169441 INVOICE:	RIC SUPPLY 08/01/25 510245527	71211 77.001			104735	P 08/26/25	01409	220		SUPPLIES- ALL BLDNGS	55.08
	VENDOR TOTAL								706.25			55.08
4004	DOCUSIGN, IN 169611 INVOICE:	C. LOCKBO 07/01/25 111100530	( 71382 )123			104736	P 08/26/25	01401	430	•	TECHNOLOGY	2,904.00
	VENDOR TOTAL											2,904.00
3483	ECKERT SEAMA 169587 INVOICE:	NS CHERIN 08/06/25 1884439	& MELL 71358	OT, LLC		104737	P 08/26/25	01401	314		LEGAL SERVICES	4,127.50
	VENDOR TOTAL											4,127.50
3048	ELLIOTT AUTO 169562	06/30/25	71332	•		104738	P 08/26/25	01430	262		REPAIRS VEHICLES/TOOLS/MA	85.09
	INVOICE: 169562 INVOICE:	06/30/25	71332			104738	P 08/26/25	01410	262		VEHICLE MAINTENANCE	180.55
	169562 INVOICE:	06/30/25	71332			104738	P 08/26/25	08429	262		R&M EQUIP/VEHICLES	598.67
	VENDOR TOTAL	s	2	,967.37	YTD	INVOICED			3,831.68	YTD	PAID	864.31
4152	EXPRESS DRAIN 169631	NS LLC 07/29/25	71402			104739	P 08/26/25	01409	370		R&M ALL BLDNGS	250.00



#### **PAID INVOICES REPORT**

VENDOR		TNV DATE	VOLICHE	R PO		CHECK NO	T CHK DATE	GI ACC	OUNT	GL ACCOUNT DESCRIP	TTON	
	INVOICE:		***************************************								, 25 CM	
	VENDOR TOTAL			00	VTD	INVOICED			250 00	VTD BATD		250.00
C1 C	FISHER & SON	_		.00	110	THAOTCED			230.00	TID PAID		230.00
313	169465 INVOICE:	07/28/25	71235  6-IN			104740	P 08/26/25	01430	220	SUPPLIES PW		1,036.40
	VENDOR TOTAL	s	19	,844.50	YTD	INVOICED			20,880.90	YTD PAID		1,036.40
3922	FISHERS TRUE 169609 INVOICE:	07/31/25		INC.		104741	P 08/26/25	01409	370	R&M ALL BLDNGS		4.49
	169609 INVOICE:	07/31/25 07/31/25	71380			104741	P 08/26/25	01410	220	OPERATING SUPPLIES		19.79
	169609 INVOICE:	07/31/25	71380			104741	P 08/26/25	01430	262	REPAIRS VEHICLES/T	OOLS/MA	77.94
	169609 INVOICE:	07/31/25	71380			104741	P 08/26/25	01430	220	SUPPLIES PW		38.76
	VENDOR TOTAL	s		481.97	YTD	INVOICED			622.95	YTD PAID		140.98
3175	FLOUNDERS COI 169563 INVOICE:	08/01/25	71333			104742	P 08/26/25	01409	320	COMMUNICATIONS		89.00
	VENDOR TOTAL	s	1	,872.47	YTD	INVOICED			1,961.47	YTD PAID		89.00
548	GARY O'CONNOI 169468 INVOICE:	08/01/25	71238			104743	P 08/26/25	01410	158	POST-RETIREMENT HE	ALTH BE	200.00
	VENDOR TOTAL	s	1	,400.00	YTD	INVOICED			1,600.00	YTD PAID		200.00
67	GENUINE PARTS 169439 INVOICE:	07/31/25	71209				P 08/26/25		370	R&M PUMP STATIONS/	SEWER L	751.98
	169439 INVOICE:	07/31/25 073125	71209			104744	P 08/26/25	08429	262	R&M EQUIP/VEHICLES		15.98
	VENDOR TOTAL:				YTD	INVOICED			3,145.08	YTD PAID		767.96
1191	GEORGE ALLEN 169505 INVOICE:	08/01/25	TOILET 71275	S, INC.		104745	P 08/26/25	01430	450	CONTRACTED SERVICE	s	166.00
	169506 INVOICE:	08/01/25	71277			104745	P 08/26/25	01430	450	CONTRACTED SERVICE	S	166.00
	169509 INVOICE:	08/01/25	71279			104745	P 08/26/25	01430	450	CONTRACTED SERVICE	S	332.00
	169510 INVOICE:	08/01/25	71280			104745	P 08/26/25	01430	450	CONTRACTED SERVICE	S	166.00



#### **PAID INVOICES REPORT**

WARRANT: 082625

VENDOR	NAME DOCUMENT	INV DATE VOUCH	ER PO	CHECK NO	T CHK DATE	GL ACC	OUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTAL	S	5,088.00 YTD	INVOICED			6,426.00 YTD	PAID	830.00
3626	GEORGE DAVID 169595 INVOICE:	FRITZ 07/14/25 71366 1-GS31122		104746	P 08/26/25	01410	262	VEHICLE MAINTENANCE	614.40
	VENDOR TOTAL	S	3,212.00 YTD	INVOICED			3,826.40 YTD	PAID	614.40
297	GILL QUARRIE	07/16/25 71218		104747	P 08/26/25	01430	220	SUPPLIES PW	225.00
	INVOICE: 169449 INVOICE:	07/28/25 71219		104747	P 08/26/25	01430	220	SUPPLIES PW	240.00
	169450 INVOICE:	07/22/25 71220		104747	P 08/26/25	01430	370	R&M PW	150.00
	169451 INVOICE:	07/28/25 71221		104747	P 08/26/25	01430	370	R&M PW	193.60
	VENDOR TOTAL	S	<b>aTY</b> 00.	INVOICED			808.60 YTD	PAID	808.60
1619	GILMORE & AS 169517	SOCIATES 06/13/25 71287 JUNE 18 2025		104748	P 08/26/25	01414	313	ENGINEERING	15,268.48
	169517	06/13/25 71287 JUNE 18 2025		104748	P 08/26/25	09439	000	INFRASTRUCTURE REBUILDING	2,499.40
	169517	06/13/25 71287		104748	P 08/26/25	30439	300	PROFESSIONAL SERVICES	2,717.50
	INVOICE: 169517	06/13/25 71287		104748	P 08/26/25	30439	721	OLD BETHLEHEM PIKE CULVER	5,437.69
	INVOICE: 169517	06/13/25 71287		104748	P 08/26/25	30439	725	PUBLIC WORKS PROJECT	7,276.49
	INVOICE: 169517	06/13/25 71287		104748	P 08/26/25	30454	600	PARK IMPROVEMENTS	10,941.25
	INVOICE: 169517	06/13/25 71287		104748	P 08/26/25	31446	001	COMPLIANCE REQUIREMENTS	2,518.75
	INVOICE: 169517	06/13/25 71287		104748	P 08/26/25	31446	450	CONTRACTED SERVICES	398.75
	INVOICE: 169517 INVOICE:	JUNE 18 2025 06/13/25 71287 JUNE 18 2025		104748	P 08/26/25	01147	000	LEGAL&ENGINEER	16,172.10
	VENDOR TOTAL	s 28	6,520.67 YTD	INVOICED			457,387.46 YTD	PAID	63,230.41
26	GLASGOW, INC 169436	07/26/25 71206		104749	P 08/26/25	01430	370	R&M PW	116.75
	INVOICE: 169437	08/09/25 71207		104749	P 08/26/25	01430	220	SUPPLIES PW	109.12
	INVOICE: 169438 INVOICE:	07/12/25 71208		104749	P 08/26/25	01430	370	R&M PW	185.01



#### **PAID INVOICES REPORT**

VENDOR	NAME							
	DOCUMENT	INV DATE VOUC	HER PO	CHECK NO	T CHK DATE GL AC	COUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	5	2,015.59	YTD INVOICED		2,717.61 Y	TD PAID	410.88
1954	169523 INVOICE:	R & EQUIPMENT, 07/15/25 7129 PS0592133-1	3		P 08/26/25 01430		REPAIRS VEHICLES/TOOLS/MA	619.87
	169526 INVOICE:	07/28/25 7129 PS0594254-1	6	104750	P 08/26/25 01430	262	REPAIRS VEHICLES/TOOLS/MA	70.80
	VENDOR TOTALS	;	650.82	YTD INVOICED		1,341.49 Y	TD PAID	690.67
146	H. A. WEIGAND 169444 INVOICE:	07/10/25 7121			P 08/26/25 01430		SUPPLIES PW	137.00
	169445 INVOICE:	08/10/25 7121 126089	5	104751	P 08/26/25 01430	220	SUPPLIES PW	343.00
	VENDOR TOTALS	5	2,867.65	YTD INVOICED		3,781.65 Y	TD PAID	480.00
542	HAJOCA CORPOR 169466 INVOICE:	RATION 07/24/25 7123 5036223135.00	5 1	104752	P 08/26/25 01430	370	R&M PW	289.59
	169467	07/14/25 7123 s036144023.00	7	104752	P 08/26/25 01409	370	R&M ALL BLDNGS	13.80
	VENDOR TOTALS	5	85.00	YTD INVOICED		388.39 Y	TD PAID	303.39
3613	HEALTH MATS ( 169594 INVOICE:	07/01/25 7136	5	104753	P 08/26/25 01409	370	R&M ALL BLDNGS	71.35
	VENDOR TOTALS	5	428.10	YTD INVOICED		570.80 YT	TD PAID	71.35
380	HEIDELBERG MA 169454 INVOICE:	TERIALS US, I 08/06/25 7122 4707569	NC. 4	104754	P 08/26/25 01430	370	R&M PW	571.54
	169455 INVOICE:	08/05/25 7122	5	104754	P 08/26/25 01430	370	R&M PW	470.99
	VENDOR TOTALS	5	1,530.85	YTD INVOICED		2,573.38 Y	TD PAID	1,042.53
4146	HORSEWAYS INC 169626 INVOICE:	07/31/25 7139	7	104755	P 08/26/25 01401	460	VOLUNTEER BOARD COMMISSIO	200.00
	VENDOR TOTALS	5	.00	YTD INVOICED		200.00 YT	TD PAID	200.00
425		VASH INC. 01/31/25 7122 974	8	104756	P 08/26/25 01410	262	VEHICLE MAINTENANCE	252.00
	169459	02/01/25 7122	9	104756	P 08/26/25 01410	262	VEHICLE MAINTENANCE	168.00



#### **PAID INVOICES REPORT**

VENDOR	NAME DOCUMENT INV DATE VOU	CHER PO	CHECK NO T CHK DAT	E GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 982					
	VENDOR TOTALS	468.00	YTD INVOICED	1,248.00 YT	TD PAID	420.00
4031	JOHN H. KENNEDY & ASSOCIA 169614 05/09/25 713 INVOICE: 15749	TES, LLC 35	104757 P 08/26/2	5 01414 310	PROF SERV- PLANNING & ZON	1,021.27
	VENDOR TOTALS	1,248.22	YTD INVOICED	7,528.23 YT	TD PAID	1,021.27
3323	JOSEPH P. GROARKE 169570 08/15/25 7134 INVOICE: 082025	<b>\$1</b>	104758 P 08/26/2	5 01414 311	PROF SERV- UCC INSPECTING	1,702.00
	VENDOR TOTALS	9,361.00	YTD INVOICED	12,728.00 YT	TD PAID	1,702.00
3743	KAPLIN STEWART MELOFF REI 169605 06/11/25 713 INVOICE: JUNE 11 2025 169605 06/11/25 713 INVOICE: JUNE 11 2025	TER & STEIM 76	N, P.C. 104759 P 08/26/25	5 01401 314	LEGAL SERVICES	17,190.65
	169605 06/11/25 713 INVOICE: JUNE 11 2025	76	104759 P 08/26/2		PUBLIC WORKS PROJECT	2,201.50
	169605 06/11/25 713: INVOICE: JUNE 11 2025	76	104759 P 08/26/29	5 01147 000	LEGAL&ENGINEER	2,721.00
	VENDOR TOTALS	79,473.82	YTD INVOICED	144,069.84 YT	TD PAID	22,113.15
3358	TUANTCE: 33300	12	104760 P 08/26/2		PROF SERV- UCC INSPECTING	7,012.50
	169572 07/21/25 7134 INVOICE: 39345	<del>1</del> 3	104760 P 08/26/25	5 01414 311	PROF SERV- UCC INSPECTING	8,250.00
	VENDOR TOTALS	95,250.00	YTD INVOICED	127,999.50 YT	TD PAID	15,262.50
1287	KONICA MINOLTA BUSINESS S 169511 08/05/25 7128 INVOICE: 1127086	OLUTIONS US 31	SA, INC. 104761 p 08/26/29	5 01410 430	TECHNOLOGY	7,264.00
	VENDOR TOTALS	113,113.69	YTD INVOICED	120,377.69 YT	TD PAID	7,264.00
3216	KUHLS LAW FIRM, PLLC 169566 07/24/25 713: INVOICE: 1894	37	104762 P 08/26/2	5 01414 314	PROF SERV- LEGAL (ZHB)	6,330.00
	VENDOR TOTALS	.00	YTD INVOICED	34,440.00 YT	D PAID	6,330.00
12	LOWER GWYNEDD TOWNSHIP 169433 08/01/25 7120 INVOICE: 080125	)3	104763 P 08/26/2	5 01410 220	OPERATING SUPPLIES	91.94



#### **PAID INVOICES REPORT**

WARRANT: 082625

TO FISCAL 2025/07 01/01/2025 TO 12/31/2025

VENDOR		R PO	CHECK NO T CHK DATE GL	ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	231.84 YTD	INVOICED	323.78 YTD	PAID	91.94
3646	MCDONALD UNIFORM COMPANY, IN 169597 08/11/25 71368 INVOICE: 245241-01	ıc.	104764 P 08/26/25 014	10 238	UNIFORMS	195.49
	169599 06/11/25 71370 INVOICE: 246755		104764 P 08/26/25 014	10 238	UNIFORMS	32.39
	169600 06/03/25 71371 INVOICE: 244957		104764 P 08/26/25 014	10 238	UNIFORMS	431.94
	VENDOR TOTALS 8	3,061.45 YTD	INVOICED	10,280.35 YTD	PAID	659.82
1409	MICHAEL ROGGE 169513 08/01/25 71283 INVOICE: 080125		104765 P 08/26/25 014	10 158	POST-RETIREMENT HEALTH BE	340.32
	VENDOR TOTALS 2	2,382.24 YTD	INVOICED	2,722.56 YTD	PAID	340.32
4150	MONTGOMERY BAR ASSOCIATION 169629 07/31/25 71400 INVOICE: LR139347		104766 P 08/26/25 014	01 340	LEGAL NOTICES	118.00
	VENDOR TOTALS	.00 YTD	INVOICED	118.00 YTD	PAID	118.00
123	MONTGOMERY TOWNSHIP 169440 07/30/25 71210 INVOICE: INVO1653		104767 P 08/26/25 014	30 370	R&M PW	4,475.31
	VENDOR TOTALS	.00 YTD	INVOICED	4,475.31 YTD	PAID	4,475.31
4141	MSI SERVICES, INC. 169622 08/01/25 71393 INVOICE: AGR433659		104768 P 08/26/25 014	01 430	TECHNOLOGY	2,700.00
	169622 08/01/25 71393		104768 P 08/26/25 084	29 430	TECHNOLOGY	900.00
	INVOICE: AGR433659 169623 07/31/25 71394		104768 P 08/26/25 014	01 430	TECHNOLOGY	1,480.66
	INVOICE: AGR433658 169623 07/31/25 71394 INVOICE: AGR433658		104768 P 08/26/25 084	29 430	TECHNOLOGY	493.56
	VENDOR TOTALS	.00 YTD	INVOICED	5,574.22 YTD	PAID	5,574.22
140	NORTH WALES WATER AUTHORITY 169442 08/04/25 71212 INVOICE: SALES0002869		104769 P 08/26/25 084	29 450	CONTRACTED SERVICES	845.75
	169443 08/04/25 71213 INVOICE: SALES0002868		104770 P 08/26/25 084	29 220	OPERATING SUPPLIES	200.00
	VENDOR TOTALS 35	,120.49 YTD	INVOICED	40,496.85 YTD	PAID	1,045.75

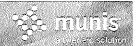
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#### **PAID INVOICES REPORT**

WARRANT: 082625

VENDOR		INV DATE VOUCHE	R PO CHECK NO	T CHK DATE	GL ACCO	DUNT	GL ACCOUNT DESCRIPTION	
469	NYCO CORPORA 169460 INVOICE:	07/17/25 71230	104771	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	7.50
	VENDOR TOTAL	s	259.65 YTD INVOICED			481.79	YTD PAID	7.50
596	PA ONE CALL 169471 INVOICE:	SYSTEM, INC. 07/31/25 71241 0001113304	104772	P 08/26/25	08429	450	CONTRACTED SERVICES	272.75
	VENDOR TOTAL	S	63.95 YTD INVOICED			796.78	YTD PAID	272.75
665	PAUL B. MOYE 169473 INVOICE:	R & SONS 08/13/25 71243 19542	104773	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	21.96
	169474 INVOICE:	08/14/25 71244 19705	104773	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	40.00
	169475 INVOICE:	08/11/25 71245 19334	104773	P 08/26/25	01430	220	SUPPLIES PW	391.99
	169476 INVOICE:	08/01/25 71246	104773	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	24.50
	169479 INVOICE:	08/06/25 71249	104773	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	22.20
	169482 INVOICE:	08/05/25 71250 18708	104773	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	120.00
	169485 INVOICE:	07/31/25 71255 18204	104773	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	80.00
	169487 INVOICE:	07/24/25 71257	104773	P 08/26/25	01430	262	REPAIRS VEHICLES/TOOLS/MA	182.58
	VENDOR TOTAL	s 1	,335.30 YTD INVOICED			2,303.02	YTD PAID	883.23
5	PECO - PAYME 169633	NT PROCESSING 08/01/25 71404	104774	P 08/26/25	02434	375	R/M FOXFIELD RESERVE DIST	39.31
		493498122 08012 08/11/25 71405	5	P 08/26/25		360	UTILITIES	276.66
	INVOICE: 169635		25	P 08/26/25		360	UTILITIES	268.96
	INVOICE: 169636	071125 08/07/25 71407		P 08/26/25		360	UTILITIES	1,166.68
		5166383000 0807: 07/09/25 71408	25	P 08/26/25		360	UTILITIES	1,105.32
	INVOICE: 169638	5166383000 0709: 08/07/25 71409	25	P 08/26/25		360		61.01
	INVOICE: 169639	5210869000 0807: 07/09/25 71410	25	P 08/26/25		360	UTILITIES	59.29
	INVOICE:	5210869000 0709	25				UTILITIES	
	169640 INVOICE:	08/01/25 71411 5486784000 0801	25	P 08/26/25		373	R/M TREWELLYN ESTATE DIST	57.04
	169641 INVOICE:	07/21/25 71412 5759811222	104774	P 08/26/25	05454	360	UTILITIES	467.28



#### **PAID INVOICES REPORT**

WARRANT: 082625

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VENDOR	NAME DOCUMENT	INV DATE VOU	CHER PO	CHECK NO	T GHK DATE	 GL ACC	OUNT	GL ACCOUNT DESCRIPTION	
	169642 INVOICE:	08/11/25 714: 6075873000 0		104774	P 08/26/25	02434	382	R/M GWYNN OAKS DISTRICT	9.05
	169643 INVOICE:	07/11/25 714	14	104774	P 08/26/25	02434	382	R/M GWYNN OAKS DISTRICT	8.80
	169644 INVOICE:	08/04/25 714:	15	104774	P 08/26/25	01430	360	UTILITIES	363.47
	169645 INVOICE:	08/07/25 714	16	104774	P 08/26/25	05454	360	UTILITIES	59.48
	169646	6865873000 0 07/09/25 714 6865873000 0	17	104774	P 08/26/25	05454	360	UTILITIES	44.10
	169647	08/06/25 714	18	104774	P 08/26/25	01409	360	UTILITIES	57.09
	169648	701952333 08 07/09/25 714	19	104774	P 08/26/25	01409	360	UTILITIES	66.84
	INVOICE: 169649	08/05/25 714	20	104774	P 08/26/25	02434	380	R/M GWYNN CREST DISTRICT	31.63
	169650	7712968000 0 08/01/25 714	21	104774	P 08/26/25	01430	360	UTILITIES	244.77
	169651	8029443000 0 08/01/25 714	22	104774	P 08/26/25	01430	360	UTILITIES	30.60
	INVOICE: 169652	08/01/25 714	23	104774	P 08/26/25	05454	360	UTILITIES	35.73
	169653	8666762000 0 08/06/25 714	24	104774	P 08/26/25	05454	360	UTILITIES	63.71
	169654	894649*4000 ( 08/06/25 714	25	104774	P 08/26/25	02434	379	R/M GWYNEDD RESERVE DISTR	8.75
	INVOICE: 169655 INVOICE:	9503468000 0 08/01/25 714 9909383000 0	26	104774	P 08/26/25	02434	377	R/M BETHLEHEM DISTRICT	
	VENDOR TOTAL	s	47,785.59 YT	TD INVOICED			60,808.33 YTE	PAID	4,715.75
3475	PENN E & R 169586 INVOICE:	08/05/25 <b>713</b> 27289	57	104775	P 08/26/25	01414	313	ENGINEERING	1,387.50
	VENDOR TOTAL	s	11,228.00 YT	TD INVOICED			17,284.45 YTC	PAID	1,387.50
2919	PFM ASSET MAI 169561	06/30/25 713	31	104776	P 08/26/25	01410	311	PROF. SERVICES - PENSION,	3,880.93
	INVOICE: 169561 INVOICE:	06/30/25 713		104776				PROFESSIONAL SERVICES	1,192.64
	VENDOR TOTAL	S	24,952.51 YT	TD INVOICED			45,524.72 YTC	PAID	5,073.57
4072	PILOT THOMAS	LOGISTICS, LI 07/25/25 713		104777	n 00/26/25	01410	374	FUE: / CACOLTNE / DIECEL	1 027 27
		1317293-IN 07/25/25 713			P 08/26/25			•	
		1317293-IN 07/18/25 713					374 374	FUEL / GASOLINE / DIESEL	
	10001	07/10/23 713	56	104///	P 08/26/25	01410	3/4	FUEL/ GASOLINE/ DIESEL	1,196.73



#### **PAID INVOICES REPORT**

WARRANT: 082625

									23 .0 12,31,2023
VENDOR	NAME DOCUMENT	INV DATE VOUC	HER PO	CHECK NO	T CHK DATE	GL ACC	OUNT	GL ACCOUNT DESCRIPTION	Calabara (STORTER)
	INVOICE: 169617 INVOICE:	07/18/25 7138 1311016-IN		104777	P 08/26/25	01430	374	FUEL/ GASOLINE/ DIESEL	302.65
	169618 INVOICE:	08/07/25 7138 13929221-IN	9	104777	P 08/26/25	01430	374	FUEL/ GASOLINE/ DIESEL	176.97
	169618 INVOICE:	08/07/25 7138	9	104777	P 08/26/25	01410	374	FUEL/ GASOLINE/ DIESEL	911.20
	169619	08/04/25 7139 1323521-IN	)	104777	P 08/26/25	01430	374	FUEL/ GASOLINE/ DIESEL	503.64
	169619 INVOICE:	08/04/25 7139	)	104777	P 08/26/25	01410	374	FUEL/ GASOLINE/ DIESEL	1,118.19
	169620	07/10/25 7139	L	104777	P 08/26/25	01410	374	FUEL/ GASOLINE/ DIESEL	831.63
	169620	1305369-IN 07/10/25 7139: 1305369-IN	1	104777	P 08/26/25	01430	374	FUEL/ GASOLINE/ DIESEL	106.93
	VENDOR TOTAL	.s	35,750.72 YTC	INVOICED			44,393.	11 YTD PAID	6,403.59
336	PSATS 169452 INVOICE:	07/10/25 7122 INV-174995-H4	<u>2</u> 19	104778	P 08/26/25	01401	420	TRAINING/DUES/SUBS	125.00
	VENDOR TOTAL	.5	2,467.00 YTC	INVOICED			2,592.	00 YTD PAID	125.00
4030	PXC, INC. 169613 INVOICE:	08/13/25 7138- 11009207	1	104779	P 08/26/25	01402	310	PROFESSIONAL SERVICES	241.75
	VENDOR TOTAL	S	1,212.96 YTC	INVOICED			1,738.	46 YTD PAID	241.75
3458	REMCO, INC. 169576 INVOICE:	07/21/25 7134 856886	7	104780	P 08/26/25	01409	370	R&M ALL BLDNGS	338.00
	169578	07/24/25 7134	9	104780	P 08/26/25	30454	600	PARK IMPROVEMENTS	32,200.00
	INVOICE: 169579	07/24/25 71350	)	104780	P 08/26/25	30454	600	PARK IMPROVEMENTS	25,685.00
	INVOICE: 169580 INVOICE:	07/24/25 7135	L	104780	P 08/26/25	30454	600	PARK IMPROVEMENTS	24,500.00
	169581 INVOICE:	08/05/25 7135	2	104780	P 08/26/25	01409	370	R&M ALL BLDNGS	943.70
	169582 INVOICE:	07/28/25 7135	3	104780	P 08/26/25	01409	370	R&M ALL BLDNGS	365.00
	169583 INVOICE:	08/11/25 7135	1	104780	P 08/26/25	01409	370	R&M ALL BLDNGS	311.00
	169584 INVOICE:	08/11/25 7135	5	104780	P 08/26/25	01409	370	R&M ALL BLDNGS	311.00
	169585 INVOICE:	07/10/25 71350	5	104780	P 08/26/25	01409	370	R&M ALL BLDNGS	392.00



#### **PAID INVOICES REPORT**

										0 12/ 51/ 2025
VENDOR	NAME DOCUMENT	INV DATE VOUCH	IER PO		CHECK NO	T CHK DATE	GL AC	OUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTAL	s 1	1,353.22	YTD	INVOICED			108,924.29 YTD	PAID	85,045.70
172	REX WILKINSO 169446 INVOICE:	08/01/25 71216	5		104781	P 08/26/25	01410	158	POST-RETIREMENT HEALTH BE	452.45
	VENDOR TOTAL	S	3,167.15	YTD	INVOICED			3,619.60 YTD	PAID	452.45
3920	RICHTER DRAF 169607 INVOICE:	TING AND OFFICE 06/09/25 71378 IN-5389	SUPPLY (	co.,	INC. 104782	P 08/26/25	01401	358	RECYCLING	1,425.00
	VENDOR TOTAL	S	.00	YTD	INVOICED			1,425.00 YTD	PAID	1,425.00
2460	SANG CHUL LE 169537 INVOICE:	08/02/25 71307	7		104783	P 08/26/25	01410	238	UNIFORMS	63.50
	VENDOR TOTAL	s	711.75	YTD	INVOICED			1,063.25 YTD	PAID	63.50
2856	SEALMASTER 169556 INVOICE:	08/05/25 71326 INV2099746	5		104784	P 08/26/25	01430	220	SUPPLIES PW	133.18
	VENDOR TOTAL	s	.00	YTD	INVOICED			133.18 YTD	PAID	133.18
226	SHERWIN-WILL 169447 INVOICE:	IAMS COMPANY 08/05/25 71217 1042-3	,		104785	P 08/26/25	01430	220	SUPPLIES PW	48.19
	VENDOR TOTAL	S	.00	YTD	INVOICED			48.19 YTD	PAID	48.19
3660	SIGNARAMA LA 169601 INVOICE:	NSDALE 07/21/25 71372 INV-34120	2		104786	P 08/26/25	05453	300	EVENTS	94.70
	VENDOR TOTAL	S	305.80	YTD	INVOICED			400.50 YTD	PAID	94.70
573	169470	URANCE COMPANY 08/01/25 71240 AUGUST 1 2025	)		104787	P 08/26/25	01401	153	DISABLITY & LIFE INS.	648.83
	169470	08/01/25 71240 AUGUST 1 2025	)		104787	P 08/26/25	01402	153	DISABILITY & LIFE INS.	260.97
	169470	08/01/25 71240 AUGUST 1 2025	)		104787	P 08/26/25	01409	153	DISABLITY & LIFE INS.	77.07
	169470	08/01/25 71240 AUGUST 1 2025	)		104787	P 08/26/25	01410	153	DISABILITY & LIFE INS.	3,619.15
	169470	08/01/25 71240 AUGUST 1 2025	)		104787	P 08/26/25	01414	153	DISABILITY & LIFE INS.	221.03
	169470	08/01/25 71240			104787	P 08/26/25	01430	153	DISABLITY & LIFE INS.	1,005.01



#### **PAID INVOICES REPORT**

WARRANT: 082625

VENDOR	NAME DOCUMENT	INV DATE VOUC	HER PO	CHECK NO	T CHK DATE G	SL ACCO	DUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 169470 INVOICE:	08/01/25 7124	10	104787	P 08/26/25 0	)5451	153	DISABLITY & LIFE INS.	179.74
	169470	08/01/25 7124 AUGUST 1 2025	10	104787	P 08/26/25 0	8487	153	DISABILITY & LIFE INS.	723.19
	VENDOR TOTAL	S	47,738.21	YTD INVOICED			54,473.20 YTD	PAID	6,734.99
3733	STAPLES 169602	07/21/25 7137	'3	104788	P 08/26/25 0	)1401	200	OFFICE SUPPLIES	40.49
	169603	7006124852 07/05/25 7137 7005974153	'4	104788	P 08/26/25 0	1401	200	OFFICE SUPPLIES	114.18
	VENDOR TOTAL	S	1,077.08	YTD INVOICED			1,531.97 YTD	PAID	154.67
2725	THOMAS J. MO 169549 INVOICE:	08/01/25 7131	.9	104789	P 08/26/25 0	01410	220	OPERATING SUPPLIES	2,403.92
	VENDOR TOTAL	S	.00	YTD INVOICED			2,403.92 YTD	PAID	2,403.92
3641	TRAISR, LLC 169596 INVOICE:	06/30/25 7136 3657	57	104790	P 08/26/25 0	1414	430	TECHNOLOGY	960.00
	169596 INVOICE:	06/30/25 7136	57	104790	P 08/26/25 0	1430	430	TECHNOLOGY	640.00
	VENDOR TOTAL	S	8,170.00	YTD INVOICED			14,070.00 YTD	PAID	1,600.00
2673	169542	NT AND SUPPLY 08/06/25 7131	COMPANY .2	104791	P 08/26/25 0	1430	262	REPAIRS VEHICLES/TOOLS/MA	238.99
	169546	70130420-00 07/30/25 7131 70129535-00	.6	104791	P 08/26/25 0	1430	262	REPAIRS VEHICLES/TOOLS/MA	562.95
	VENDOR TOTAL	S	22,638.05	YTD INVOICED			23,439.99 YTD	PAID	801.94
2441	TUSTIN GROUP 169530 INVOICE:	07/15/25 7130	00	104792	P 08/26/25 0	1409	220	SUPPLIES- ALL BLDNGS	2,525.00
	169532 INVOICE:	07/24/25 7130	)2	104792	P 08/26/25 0	1409	370	R&M ALL BLDNGS	950.00
	169534 INVOICE:	07/24/25 7130	94	104792	P 08/26/25 0	1409	370	R&M ALL BLDNGS	950.00
	169535	07/24/25 7130 990039432	96	104792	P 08/26/25 0	1409	370	R&M ALL BLDNGS	950.00
	VENDOR TOTAL	S	7,846.18	YTD INVOICED			13,221.18 YTD	PAID	5,375.00
3288	TUSTIN MECHA	NICAL SERVICES	;						



#### **PAID INVOICES REPORT**

WARRANT: 082625

VENDOR	NAME DOCUMENT	INV DATE VOUCHE	R PO	CHECK NO T CH	K DATE GL ACC	OUNT	GL ACCOUNT DESCRIPTION	
	169568	06/07/25 71339 930021567			/26/25 01409	370	R&M ALL BLDNGS	253.00
				YTD INVOICED		1,479.00 YT	TD PAID	253.00
473	169461	LS (NORTH AMERIC 08/15/25 71231 251775411-001		104794 P 08	/26/25 01430	220	SUPPLIES PW	264.00
	169462 TNVOTCE:	251775411-001 08/06/25 71232 251364208-001		104794 P 08	/26/25 01430	370	R&M PW	120.36
	169463	07/28/25 71233 250902823-001		104794 P 08	/26/25 01430	370	R&M PW	1,500.42
	VENDOR TOTAL	S	288.72	TTD INVOICED		2,173.50 YT	D PAID	1,884.78
2906	US BANK 169557	06/30/25 71327 14872279		104795 P 08	/26/25 01410	311	PROF. SERVICES - PENSION,	111.48
	169559 INVOICE:	06/30/25 71329		104795 P 08	/26/25 01402	310	PROFESSIONAL SERVICES	170.79
	169632 INVOICE:	06/01/25 71403		104795 P 08	/26/25 01410	311	PROF. SERVICES - PENSION,	489.87
	VENDOR TOTAL	s 3	,730.88	TTD INVOICED		6,666.32 YT	D PAID	772.14
	VIQ SOLUTION 169610 INVOICE:	S, INC. 07/15/25 71381 VIQU8284		104796 P 08	/26/25 01410	222	DETECTIVE OPERATING SUPPL	67.48
	VENDOR TOTAL	s	457.90	TTD INVOICED		641.06 YT	D PAID	67.48
8	W. W. GRAING 169432 INVOICE:	ER, INC 07/10/25 71202 9567978524		104797 P 08,	/26/25 01409	370	R&M ALL BLDNGS	66.30
	VENDOR TOTAL	s	168.06	TD INVOICED		234.36 YT	D PAID	66.30
3565	W.B. MASON C 169588	OMPANY 08/05/25 71359 255997536		104798 P 08	/26/25 01401	200	OFFICE SUPPLIES	40.91
	169589	08/08/25 71360 256053662		104798 P 08	/26/25 01401	200	OFFICE SUPPLIES	28.62
	169590	07/29/25 71361 255818065		104798 P 08,	/26/25 01409	220	SUPPLIES- ALL BLDNGS	-22.27
	169591	07/29/25 71362 255523081		104798 P 08	/26/25 01409	220	SUPPLIES- ALL BLDNGS	171.05
	169592	07/15/25 71363 255521041		104798 P 08,	/26/25 01409	220	SUPPLIES- ALL BLDNGS	79.98
	VENDOR TOTAL	s 2	,957.06 \	TTD INVOICED		3,485.99 YT	D PAID	298.29



#### **PAID INVOICES REPORT**

WARRANT: 082625

TO FISCAL 2025/07 01/01/2025 TO 12/31/2025

VENDOR	NAME DOCUMENT	INV DATE VOUCH	ER PO		CHECK NO	T CHK DAT	E GL ACC	TNUC		GL ACCOUNT DESCRIPTION	
2511	169539	ING CORPORATION 08/01/25 71309 852348852			104799	P 08/26/2	5 01410	222		DETECTIVE OPERATING SUPPL	157.50
	VENDOR TOTAL	S	1,102.50	YTD	INVOICED			1,260.00	YTD	PAID	157.50
353	WILLIAM PENN 169453 INVOICE:	07/25/25 71223			104800	P 08/26/2	5 01401	187		STAFF ENGAGEMENT	300.00
	VENDOR TOTAL	s	.00	YTD	INVOICED			300.00	YTD I	PAID	300.00
4149	WILLOW TREE . 169628 INVOICE:	AND LANDSCAPE S 04/24/25 71399 38164-I	ERVICES		104801	P 08/26/2	5 31446	450		CONTRACTED SERVICES	1,290.00
	VENDOR TOTAL	s	.00	YTD	INVOICED			1,290.00	YTD I	PAID	1,290.00
3251	Y-PERS INC. 169567 INVOICE:	06/24/25 71338 0207437-IN			104802	P 08/26/2	5 01430	220		SUPPLIES PW	114.37
	VENDOR TOTAL	S	.00	YTD	INVOICED			1,121.18	YTD I	PAID	114.37
									REPO	ORT TOTALS	675,034.40
						TOTAL	PRINTED	CHECKS	COUNT		

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

Report generated: 08/21/2025 09:46 User: mtrocino Program ID: appdwarr



#### LOWER GWYNEDD TOWNSHIP PROJECT STATUS REPORT August 2025

#### **SPRING HOUSE INTERSECTION PROJECT – PHASE 2**

- Bowman continues to monitor rainfall and spread of flow at intersection. Contractor to investigate swapping manhole lid with a slotted manhole lid to reduce spread of flow.
- Contractor, Bowman, and Township met in field on 4/16/2025 regarding the pavement failure identified by Montgomery County along Sumneytown Pike.
- Bowman continued coordination with Montgomery County during July and August regarding pavement issues. Montgomery County is still reviewing contractor's response as to responsibility. Bowman will continue to follow up with County.
- Continuing final coordination for vegetation replacement for Beadle property to be provided by Township.

#### 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.
- 2<sup>nd</sup> PennDOT submission 3/27/2025. Received PennDOT review comments 5/14/2025.
- Signal Permit plans have been approved by PennDOT.
- Bowman completed field survey and in the process of developing traffic signal easements at the intersection.

#### SIDEWALK AND TRAIL PLAN

 Memorandum for existing and future trail crossings submitted 7/16/2025 and plan accepted by BOS at July Board meeting.

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

- Township awarded DCED LSA grant of \$451,312 with local match of \$112,828.
- Bowman proposal for design/permitting/construction services authorized by Township 1/28/2025.
- Estimated schedule for design/permitting/bidding = 12 14 months, heavily dependent on PennDOT and Montgomery County review times.
- Meeting with Church representatives on 4/16/2025 to discuss project scope.
- Topographic survey completed in April 2025; traffic signal design started in May 2025.
- First submission to Montgomery County and PennDOT on 6/18/2025.

#### **BETHLEHEM PIKE AND PENLLYN PIKE**

- Replace two (2) traffic signal poles based on recent traffic signal maintenance inspection report.
- Bowman preparing construction bid documents.
- Proposed tentative schedule: Bidding Fall 2025; Construction Spring/Summer 2026.

#### **BETHLEHEM PIKE AND TENNIS AVENUE**

- Replace three (3) traffic signal poles, signal heads, pedestrian push buttons, and vehicle detection systems.
- PennDOT ARLE grant application submitted 6/27/2025. Grant awards anticipated late 2025/early 2026.

# 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 <sup>nd</sup> 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	August 13, 2025			
Desisions/Pasammandations				

#### Decisions/Recommendations

- Supervisor McNeely gave an update from the Board of Supervisors
- Rich gave a high level report on the Comprehensive Plan.

#### **Major Discussion Items**

- Tree Give Away: The trees have been tagged, registration will begin September 1. The giveaway will be October 4, 2025. HOA's getting trees to plant on their common open space was discussed, the matter will be discussed with the Manager.
- Going Green Award: There has been a handful of entries. Local churches have been contacted, schools will be contacted again once back in session, it has appeared on the Township Social Media Outlets.
- Tessie and Rea gave great updates on the County's Comp Plan Montco 2050.

Next Meeting	Wednesday, September 10, 2025
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NOTE: This form notes 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

Deard/Commission PLANNING COMMISSION						
Board/Commission	PLANNING COMMISSION					
	CRAIG MELOGRANO, CHAIR - TERM EXPIRES: 12/31/2025					
	RICH VALIGA, VICE-CHAIR - TERM EXPIRES: 12/31/2027					
	MAUREEN NUNN – TERM EXPIRES: 12/31/2027					
Members/Terms	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					
Meeting Schedule	3 <sup>rd</sup> Wednesday of every month					
Supervisor Liaison(s)	Danielle Duckett, Mike Twersky					
Staff Liaison	Jamie Worman					
Minute Taker	Patty Furber					
MEETING HIGHLIGHTS						
Meeting Date	Wednesday, August 20, 2025					

Decisions/Recommendations

1. Land Development – J&J CEAS Lab Addition & Project Evolution:

Preliminary/final approval to the Board of Supervisors based on the recommendations below:

- 1. The applicant will change Waiver 2(a), the HDPE pipe diameter, to 6" from the listed 12" on Sheet 3, "Waivers Request". CKS acknowledged that their review provided in the 2(a) waiver comment was done for a 6" diameter pipe and not 12" as stated.
- 2. The applicant to provide documentation for waiver 2(e), regarding CKS' comment with respect to "supplemental" geotechnical information for the asphalt paving waiver. CKS to review and confirm that the geotechnical information will provide structural base to support the applicant's alternative asphalt paving specifications. If CKS' review does not agree with the applicant's geotechnical report, the waiver is denied, and applicant will follow LGT specifications.
- 3. The applicant to comply with CKS' comment page 3 (h) pertaining to the 36" inch diameter storm sewer pipe. The existing 24" inch pipe will be analyzed by CKS with information supplied by applicant to determine capacity to convey the drainage from the new 36" sewer pipe.
- 4. The applicant agrees to the recommendations and comments listed on all the other paragraphs one through nine in CKS' review letter dated August 7, 2025.
- 5. The applicant to work with the Fire Marshal regarding relocation of emergency services arrival point from door at Lobby C to locations A or B and the placement of the FDC connection per his review letter dated August 13, 2025.
- 6. The applicant to show the connection of the new stormwater pipe into the existing system and reflect the entire stormwater underground basin system in a clearer fashion on sheet 12.

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.

Next Meeting	Wednesday, September 17, 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.