

# LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS REGULAR PUBLIC MEETING

Tuesday, July 23, 2024, 7:00 p.m.



To join the meeting via Zoom:

<https://us02web.zoom.us/j/84857971049?pwd=LNma3LHVt0gbybYHpDW5Am9TNsG2xq.1>

Call #: 1-646-876-9923

Meeting ID: 848 5797 1049    Passcode: 829241

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## CALL TO ORDER AND PLEDGE OF ALLEGIANCE

### ANNOUNCEMENTS AND PRESENTATIONS

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

There will be a Board of Supervisors meeting on Monday, July 29, 2024, at 6:00 pm at the Township Building and via Zoom in conjunction with a public auction at the Ingersoll House property.

### 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. Consideration of Resolution 2024-21 approving a 2-lot subdivision plan for 1616 Schoolhouse Lane (#24-03SUBD)
2. Authorization to initiate a zoning ordinance amendment process, including advertising the legal notice, to update regulations regarding small cell wireless facilities in rights-of-way

### GENERAL BUSINESS

1. Consideration of submission of a letter of support for the Petition of the Boroughs of Carlisle, Hatboro, Lansdowne, Media, Narberth, State College, and Swarthmore to the PA Public Utility Commission for the issuance of a Declaratory Order
2. Ingersoll House (1145 Stone House Road)
  - a. Resolution 2024-22 Approving the addition of Ingersoll House to the Lower Gwynedd Township Historic Resource List
  - b. Approval of a deed restriction that protects the property's existing structures against demolition and façade alteration in accordance with the Township Code
  - c. Approval of a permanent access easement to Old Bethlehem Pike
  - d. Approval of a temporary access easement from Old Bethlehem Pike to Stone House Road during bridge reconstruction on Old Bethlehem Pike

3. Resolution 2024-23 Authorizing submission of a multimodal transportation fund grant application in the amount of \$290,372 for the Penllyn Station Trail
4. Resolution 2024-24 Authorization to resubmit a Local Services Act grant application in the amount of \$930,000 for Ingersoll Park
5. Resolution 2024-25 Revising the vesting period for defined contribution money purchase retirement plan for non-uniformed employees
6. Township Engineer Report and Update - Bethlehem Pike pedestrian improvements almost done; Old Bethlehem Pike culvert update; Knight Road re-profiled
7. Traffic Engineer Report and Update - Spring House intersection construction almost done
8. Finance Report – June 2024
9. Approval of invoice report
10. Approval of minutes – June 25, 2024 (JC abstains)

### **SUPERVISOR LIAISON REPORTS**

Questions about Volunteer Commission Meeting Highlights

### **STAFF UPDATES**

Updates on Township activities and projects

### **SUPERVISORS COMMENTS**

Comments or questions from the Board of Supervisors

### **Adjournment**

#### **UPCOMING MEETING DATES\***

BOARD OF SUPERVISORS	TUES	08/27/2024	7:00 P.M.
ENVIRONMENTAL ADVISORY COUNCIL	WED	08/14/2024	7:00 P.M.
HUMAN RELATIONS COMMISSION	THURS	09/05/2024	7:00 P.M.
PARKS AND RECREATION	TUES	09/17/2024	6:00 P.M.
PLANNING COMMISSION	WED	08/21/2024	7:00 P.M.
ZONING HEARING BOARD	THURS	08/08/2024	6:00 P.M.

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



## MEMORANDUM

**ATTN:** Board of Supervisors

**DATE:** Thursday, July 18, 2024

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

*Jamie Worman*

**SUBJ:** [1616 School House Lane Minor Subdivision \(#24-03SUB\)](#)

Resolution #2024-21 granting conditional preliminary/final approval of the 1616 School House Lane Minor Subdivision (#24-03SUBD) is listed on the 7/23/24 BOS agenda for action. This project was presented at the BOS meeting on 5/28/24 and there was a lengthy discussion about tree removal on the newly created lot to facilitate the future construction of a single-family dwelling. The applicant provided a landscape plan with a tree removal assessment based on an anticipated limit of disturbance in advance of that meeting at the request of the PC. Gilmore reviewed the plan and assessment and concluded that there could be approximately 135 trees removed (405 caliper inches). The Township has consistently estimated the cost of replacement trees at \$300 per tree. However, since there are no proposed improvements on the new lot at this time, there were concerns that the number of trees to be removed could change. The BOS wanted more information about the potential tree removal. Since the 5/28/24 BOS meeting, the applicant provided additional information regarding potential tree removal that includes an anticipated removal of 130 trees (389 caliper inches). This would result in a fee in lieu of \$39,000. The Township Engineer is comfortable with this projected tree replacement. All the information pertaining to this application is attached to this memo for your reference.

***Recommended Motion: The recommended motion is that the BOS approve Resolution #2024-21 granting preliminary/final approval with the conditions stated in the resolution and set forth by the PC.***

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

RESOLUTION NO. 2024- \_\_\_\_\_

1616 SCHOOL HOUSE LANE (TAX PARCEL #39-00-03847-00-2)  
MINOR SUBDIVISION PLAN

**BACKGROUND**

A. Frank and Rita Dombroski are the owners (the “**Owners**”) of property located at 1616 School House Lane (Tax Parcel # 39-00-03847-00-2), located in the A-Residential Zoning District (the “**A District**”), consisting of approximately 2.4 acres (the “**Property**”). The Property includes a two (2)-story dwelling with a detached garage, which will remain (the “**Existing Structures**”). Two paved driveways provide access to the Existing Structures. The Existing Structures are located outside of the building setback lines and are therefore non-conforming structures. The remainder of the Property is comprised of lawn and woodland areas.

B. Jack MacCord individually, and on behalf of the equitable owner, Total Custom Homes, Inc. (collectively, the “**Applicant**”), has applied for approval to subdivide (the “**Subdivision**”) the Property into two lots (the “**Application**”), as depicted on Preliminary/Final Minor Subdivision Plans, consisting of one (1) sheet, dated February 12, 2024 and last revised April 19, 2024, prepared by Kelly Engineers (the “**Plans**”).

C. As depicted in the Plans Lot #1 is proposed to consist of 54,493 square feet (“**Lot #1**”), and Lot #2 is proposed to consist of 50,400 square feet (“**Lot #2**”), both of which meet the minimum lot area of 40,000 square feet in the A District (Zoning Ordinance § 1257.04).

D. Lot #1 fronts onto and currently has a driveway to School House Lane. Lot #2 has frontage on Gypsy Hill Road, and the Applicant is proposing that Lot #2 will have a new driveway to Gypsy Hill Road. No land development plans were submitted with the proposed subdivision plan; however, a new home is proposed to be built on Lot #2 (the “**New Home**”).

E. On September 14, 2018 Total Custom Homes, Inc. (“**TCH**”) obtained a variance from the Lower Gwynedd Township Zoning Hearing Board (“**ZHB**”), from the minimum lot width requirement (the “**ZHB Decision**”). The ZHB Decision has been affirmed by the Pennsylvania Commonwealth Court; however, Donald J. Sesso, a neighbor, has filed a Petition for Allowance of Appeal with the Pennsylvania Supreme Court, which has yet to be decided (the “**Supreme Court Appeal**”).

F. The Applicant desires to obtain final approval of the Application and Subdivision from the Lower Gwynedd Township Board of Supervisors (the “**Board**”), in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, as amended (the “**MPC**”).<sup>1</sup>

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<sup>1</sup> The Lower Gwynedd Township Subdivision and Land Development Ordinance (“**SALDO**”) does not provide for a preliminary approval of a minor subdivision plan and therefore only final approval is required (SALDO §1230.23).

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby grants final approval of the Application, subject, however, to the following conditions:

1. The Applicant agrees not to apply for a building permit, and acknowledges and agrees that the Township is not required to issue a building permit, unless and until the following conditions are satisfied by the Applicant:

(a) The Applicant shall include on any building permit application and plans, the obligation to repair the existing curbing in accordance with the Township Engineer's direction.

(b) The Supreme Court Appeal shall have been resolved in the favor of TCH, and written evidence of such result is provided to the Township and is approved by the Township Solicitor.

(c) The Applicant shall have executed and delivered to the Township, the standard form of Stormwater Ownership and Maintenance Agreement for stormwater facilities on the Property.

(d) Any required third party permits and approvals shall have been obtained, and are in full force and effect, with copies provided to the Township.

2. If prior to the resolution of the Supreme Court Appeal, the Applicant signs an agreement to sell Lot #2, the Applicant shall provide the Township with written evidence that the buyer has been informed of and has acknowledged the risks associated with entering into a purchase agreement before the Supreme Court Appeal has been resolved.

3. In accordance with the requirements of SALDO and the MPC, the Board waives strict compliance with the following provisions of SALDO, pursuant to the Applicant's waiver request letter of March 20, 2024:

(a) **Section 1230.24.B:** from the minimum lot width requirement, consistent with the ZHB Decision.

(b) **Section 1230.37 (c), (d) and (e):** from providing additional cartway width and right of way on School House Lane. There are no adjacent sections of School House Lane that have been widened, and the required widening would result in tree removal and a change in the character of the current roadway conditions.

(c) **Section 1230.42(a)(1):** from providing at least two (2) shade trees per forty feet (40') of street length. A number of trees already exist along the Property's street frontage.

(d) **Section 1230.42(b):** from the requirement of planting three (3) shade trees per dwelling. A number of shade trees already exist on the Property.

(e) **Section 1230.45(a) & Section 1230.60(a)**: from providing pedestrian trails and sidewalks. There are no existing pedestrian trails or sidewalks near the Property, or on either side of the existing streets.

(f) **Section 1230.58**: from providing streetlights on School House Lane and Gypsy Hill Road at locations determined at the Board of Supervisors. The Application requests minor subdivision approval and only one (1) new home is proposed.

(g) **Section 1230.61(a)**: from providing curbs along both sides of all existing and proposed streets. There are no existing curbs near the Property on either side of School House Lane. Gypsy Hill Road already has curb at the Property's location.

4. Prior to the recording of the Plans, the Applicant shall revise the Plans to resolve to the Township's satisfaction, all issues set forth in:

(a) the Gilmore & Associates ("Township Engineer") review letters dated March 13, 2024 and May 23, 2024, the entire contents of which are incorporated herein by reference.

(b) the Township Fire Marshall's review letter dated March 18, 2024, the entire content of which is incorporated herein by reference.

(c) the Township Planning Commission's March 20, 2024 meeting minutes, the entire contents of which are incorporated herein by reference.

(d) the Montgomery County Planning Commission's February 27, 2024 letter, the entire contents of which are incorporated herein by reference.

5. Prior to the issuance of building permits, the Applicant shall pay the following fees and/or voluntary contributions:

(a) a fixed park and recreation area fee of **One Thousand Dollars (\$1,000.00)** for each proposed dwelling unit.

(b) in accordance with Township Resolution 2005-16, a Stormwater Management Facility fee in the amount of in the amount of **Five Hundred Dollars (\$500.00) per one thousand (1,000) cubic feet of storage volume**. This fee will be calculated upon submission of the building permit plans containing the proposed stormwater measures. A note stating this requirement is to be added to the Plans.

(c) a transportation impact fee of **Two Thousand Two Hundred Eighty-Five Dollars (\$2,285.00)** per "new" weekday afternoon peak hour trip. The number of trips subject to the transportation impact fee shall be determined by the Township Transportation Engineer upon submission of building permit plans.

(d) the recreational impact fee per new dwelling unit for residential development. The required fee for residential development is **Five Hundred Dollars (\$500.00)** per new dwelling.

(e) a voluntary fee-in-lieu of those replacement trees which are not being planted, in the amount of **Forty Thousand Five Hundred Dollars (\$40,500.00)**.

6. Any development of the Property shall be in strict accordance with the content of the Plans, notes on the Plans, the ZHB Decision, and the terms and conditions of this Resolution.

7. The Applicant shall be responsible for all costs of accomplishing, satisfying, and meeting all terms and conditions and requirements of the Plans and this Resolution, without any cost or expense to the Township.

8. Applicant shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual buildings or additions), so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during construction.

9. Pursuant to the provisions of the MPC, the Applicant has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Applicant.

10. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein, this approval and the waivers granted herein (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed automatically rescinded, revoked and shall be considered denied based upon the failure to fully comply with all of the requirements set forth herein in accordance with MPC Section 508.

**APPROVED** at the public meeting of the Lower Gwynedd Township Board of Supervisors held on July 23, 2024.

**SIGNATURES COMMENCE ON THE FOLLOWING PAGE**

**ATTEST:**

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

\_\_\_\_\_  
MIMI GLEASON, TOWNSHIP MANAGER

By: \_\_\_\_\_  
DANIELLE A. DUCKETT, CHAIRPERSON

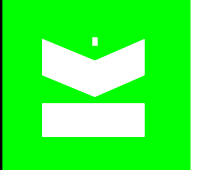
*The Applicant hereby accepts this Resolution and all conditions of approval  
as of \_\_\_\_\_, 2024:*

**APPLICANTS:**

Total Custom Homes, Inc.

By: \_\_\_\_\_  
Jack MacCord, Authorized Representative

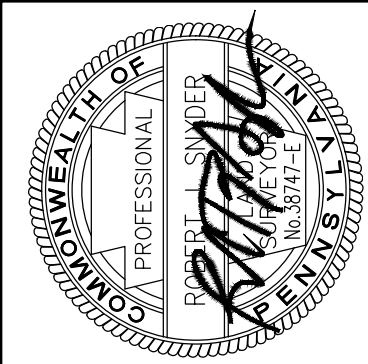
\_\_\_\_\_  
Jack MacCord



NO.	DATE	REVISION
1	02/12/2024	ISSUED FOR PERMIT
2	02/29/2024	ADDED REVISIONS TO PERMIT
3	02/29/2024	ADDED REVISIONS TO PERMIT

DATE	February 12, 2024
SCALE	1" = 30'
DRAWN BY	L.W.F.
CHECKED BY	R.J.S.
ENG. NAME	F-Subdividing
PROJECT NO.	SU2024-015

1616 SCHOOL HOUSE LANE  
LOWER GWYNEDD TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

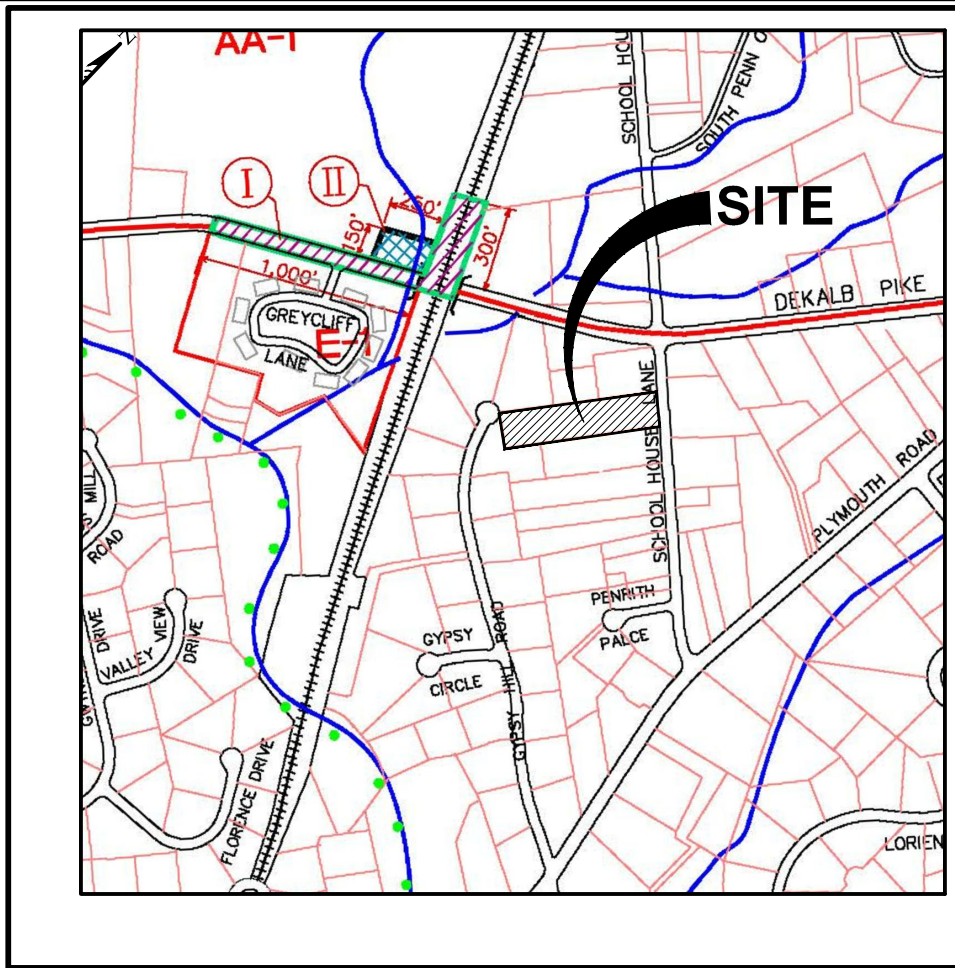


MINOR SUBDIVISION PLAN

SHEET

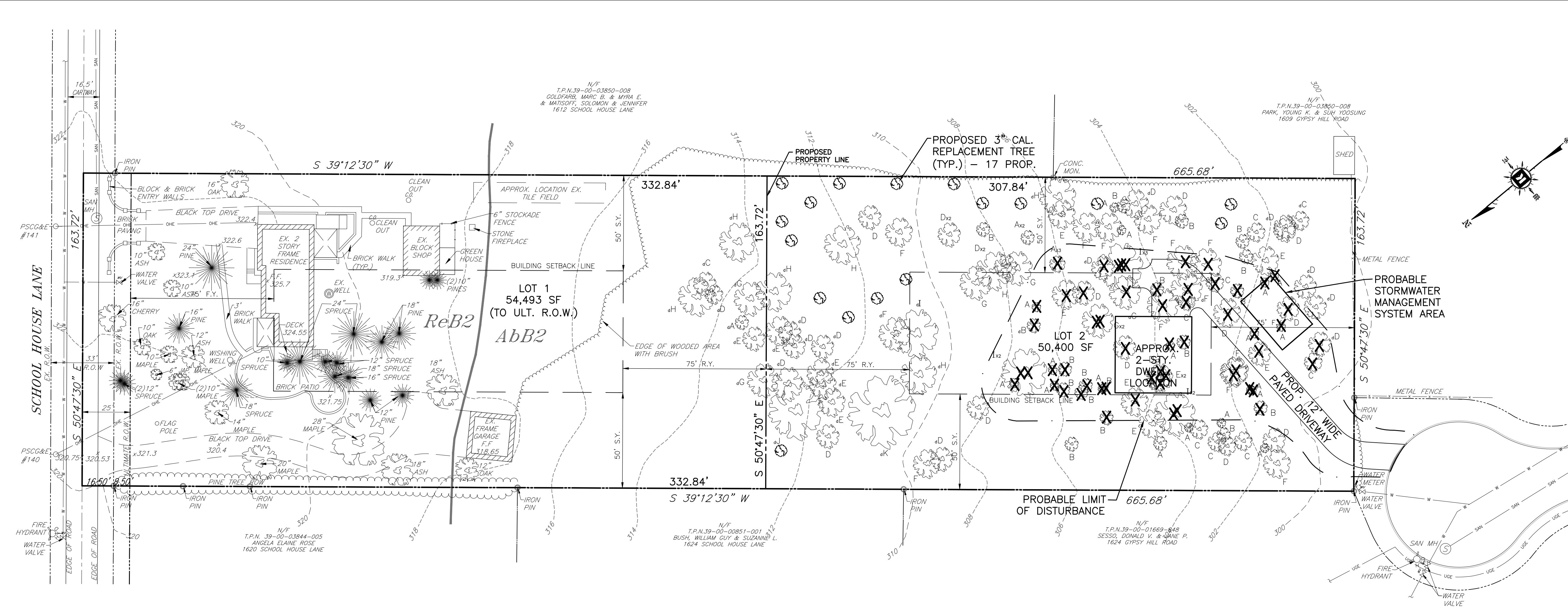
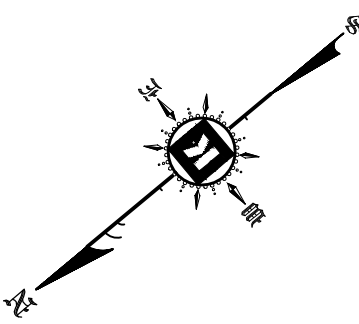
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of 1



### KEY MAP

Scale: 1" = 1,000'



LEGEND		
EXISTING	DESCRIPTION	PROPOSED
	PROPERTY LINE	
	ADJOINING PROPERTY LINE	
○ I.P. □ MON. ⊗ NAIL	IRON PIN, MONUMENT, NAIL	● I.P. ■ MON. ● NAIL
	BUILDING SETBACK LINE	
	LEGAL RIGHT-OF-WAY	
	ULTIMATE RIGHT-OF-WAY	

#### NOTE:

ALL DEVELOPMENT ACTIVITIES, SUCH AS CLEARING, GRADING, RE-GRADING, DRIVEWAYS, ROADS, BUILDINGS, SEPTIC SYSTEMS, RETENTION/DETENTION BASINS AND UTILITY EASEMENTS SHALL BE LIMITED TO THE NATURAL RESOURCE PROTECTION STANDARDS AS SPECIFIED IN THE LOWER GWYNEDD TOWNSHIP ZONING ORDINANCE AS LAST AMENDED. THE REMAINING RESOURCES SHALL REMAIN IN ITS NATURAL CONDITION INCLUDING THE NATURAL FOREST GROUND COVER. THIS RESTRICTION SHALL RUN WITH THE LAND AND BE BINDING ON THE PRESENT AND ALL FUTURE OWNERS AND/OR LESSEES.

BELOW IS A TABULATION OF TREES THAT WOULD BE REMOVED WITH CONCEPTUAL LAYOUT SHOWN.				
LABEL	TREE SIZE (INCHES DIA.)	LIVE (SEE NOTE BELOW)	DEAD/DYING (SEE NOTE BELOW)	TO BE REMOVED
A	6"	22	1	15
B	8"	17	1	4 (+ 1 d)
C	10"	7	2	2 (+ 3 d)
D	12"	17	12	6 (+ 3 d)
E	15"	9	5	5
F	16"	11	2	4 (+ 2 d)
G	18"	4	3	2
H	20"	2	5	---
I	24"	7	1	---
J	30"	---	1	---
K	36"	---	1	---
TOTAL		96	34	47

#### NOTE:

- "d" ON PLAN INDICATES THE SIZE AND THAT ITS A DEAD OR DYING TREE
- "qn" ON PLAN INDICATES THE SIZE AND NUMBER OF TREES AT THAT LOCATION
- TOTAL TREE REPLACEMENT - 389" TOTAL REMOVED ÷ 3" CAL. REQUIRED = 130 TOTAL REQUIRED

#### BEFORE YOU DIG ANYWHERE



STOP! CALL 1-800-242-1776 (TOLL FREE)

PA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS NOTICE IN DESIGN STAGE PENNSYLVANIA ONE CALL SYSTEM, INC.

ALL TRENCHING, SHEETING AND SHORING SHALL BE IN STRICT ACCORDANCE WITH OSHA STANDARDS.

#### SURVEY AND ZONING NOTES:

- T.P.N. 39-00-03847-002  
ADDRESS: 1616 SCHOOL HOUSE LANE, AMBLER, PA 19002  
LOWER GWYNEDD, MONTGOMERY COUNTY, PENNSYLVANIA
- OWNER OF RECORD: FRANK A. & RITA A. DOMBROSKI  
1616 SCHOOL HOUSE LANE  
LOWER GWYNEDD, PENNSYLVANIA  
DEED BOOK: 3662 PAGE: 440
- APPLICANT: JACK MACCORD  
1715 WEST TOWNSHIP LINE ROAD  
BLUE BELL, PENNSYLVANIA 19422
- TOTAL AREA: 2.502 ACRES  
CLEAR AREA: 2.408 ACRES (ULTIMATE RIGHT-OF-WAY)
- ZONING: A - RESIDENTIAL

	REQUIRED	EXISTING LOT 1	PROPOSED LOT 1	PROPOSED LOT 2
MIN. LOT AREA	40,000 SF	104,892 SF	54,493 SF	50,400 SF
MIN. FRONT YARD	75 FT	75 FT	75 FT	75 FT
MIN. SIDE YARD	50 FT	50 FT	50 FT	50 FT
MIN. REAR YARD	75 FT	75 FT	75 FT	75 FT
MIN. LOT WIDTH AT SETBACK	200 FT	163.72 FT	163.72 FT	163.72 FT*

- \* VARIANCE GRANTED PURSUANT TO LOWER GWYNEDD TOWNSHIP ZONING HEARING BOARD DECISION DATED SEPTEMBER 14, 2018.
- SOILS: FROM SOILS SURVEY OF MONTGOMERY COUNTY  
Rb2 - REALVILLE SHALY SILT LOAM, 3%-8% SLOPES, MODERATELY ERODED  
Ab2 - ABBOTTSTOWN SILT LOAM, 3%-8% SLOPES, MODERATELY ERODED
- EXISTING FEATURES OBTAINED FROM PLAN NO. M-39-2-37 PREPARED BY TURNER-PAHUTSKI ASSOC. INC. DATED 1/16/89; ALONG WITH SUPPLEMENTAL FIELD SURVEY BY KELLY ENGINEERS AND SURVEYORS PERFORMED IN AUGUST 2018.
- ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLAN HAVE BEEN DEVELOPED FROM EXISTING UTILITY RECORDS AND/OR ABOVE GROUND EXAMINATION OF THE SITE. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES OR STRUCTURES CAN NOT BE GUARANTEED.
- ALL BUILDINGS AND OTHER STRUCTURES LOCATED WITHIN PROPOSED LOT 1 OR OUTSIDE PROPERTY BOUNDARY ARE TO REMAIN.
- NO CONSTRUCTION PLANNED AT THIS TIME. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE THE PARCEL INTO 2 LOTS. SITE PLANS CONFORMING TO ALL COUNTY AND TOWNSHIP REGULATIONS WILL BE SUBMITTED AT TIME OF BUILDING PERMIT APPLICATION.
- CONCEPTUAL LAYOUT FOR PROPOSED DWELLING, DRIVEWAY AND STORMWATER MANAGEMENT SYSTEM ARE SHOWN TO DETERMINE APPROXIMATE LIMIT OF GRADING AND CLEARING OF PROPOSED LOT #2.
- TREE ANALYSIS PERFORMED BY ARBORIST FROM "SHADES OF GREEN, INC."
- SEVENTEEN (17) - 3" CALIPER REPLACEMENT TREES SHOWN (51" CALIPER REPLACEMENT). EXACT LOCATION AND SPECIES TO BE AGREED UPON BY APPLICANT AND TOWNSHIP REPRESENTATIVES.

#### OWNER'S CERTIFICATE OF TRUE OWNERSHIP AND OF INTENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN. THE PLAN WAS MADE UNDER OUR DIRECTION, AND WE ACKNOWLEDGE THE SAME TO BE, BY ACT AND DESIRE, THE PLAN TO BE RECORDED ACCORDING TO LAW.

ATTEST:  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED THIS PLAN TO BE THE OFFICIAL PLAN OF LOTS AND PROPERTY SHOWN THERETO SITUATED IN THE TOWNSHIP OF LOWER GWYNEDD, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, AND DESIRED THAT THIS PLAN BE RECORDED ACCORDING TO LAW.

WITNESS MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

#### NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_.

#### PLAN PREPARER/PROFESSIONAL SURVEYOR CERTIFICATION:

I, ROBERT J. SNYDER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF PENNSYLVANIA, AND THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND THE SURVEY FOR THIS PLAN WAS PERFORMED IN ACCORDANCE WITH THE LATEST MINIMUM STANDARDS CONTAINED IN THE MANUAL OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN THE COMMONWEALTH OF PENNSYLVANIA AS ADOPTED BY THE PENNSYLVANIA SOCIETY OF LAND SURVEYORS.

DATE \_\_\_\_\_ ROBERT J. SNYDER, P.L.S. PLS #SU-38747-E

#### CERTIFICATION OF APPROVAL BY THE TOWNSHIP ENGINEER:

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY \_\_\_\_\_, P.E., THE APPOINTED TOWNSHIP ENGINEER FOR LOWER GWYNEDD TOWNSHIP ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TOWNSHIP ENGINEER

#### CERTIFICATION OF APPROVAL BY THE TOWNSHIP SOLICITOR:

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY \_\_\_\_\_, ESQ., THE APPOINTED TOWNSHIP SOLICITOR FOR LOWER GWYNEDD TOWNSHIP ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TOWNSHIP SOLICITOR

#### CERTIFICATION OF RECORDING:

THIS MINOR SUBDIVISION PLAN WAS RECORDED IN THE OFFICE OF RECORDER OF DEEDS FOR MONTGOMERY COUNTY, AT NORRISTOWN, PENNSYLVANIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
RECORDER OF DEEDS

#### CERTIFICATION OF APPROVAL OF THE BOARD OF SUPERVISORS:

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY RESOLUTION OF THE BOARD OF TOWNSHIP SUPERVISORS OF LOWER GWYNEDD TOWNSHIP THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRPERSON  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TOWNSHIP SECRETARY

#### APPROVAL OF THE LOWER GWYNEDD TOWNSHIP PLANNING COMMISSION:

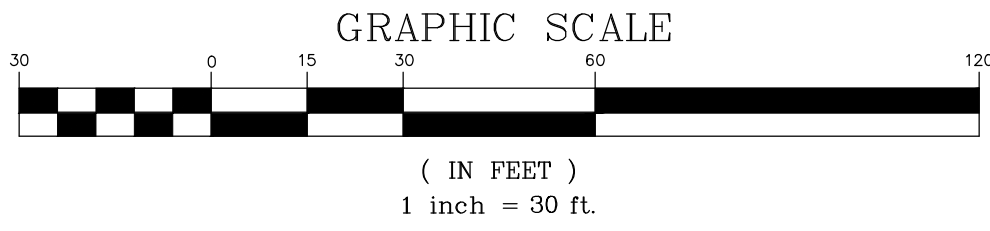
THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY THE LOWER GWYNEDD TOWNSHIP PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST:  
CHAIRPERSON  
\_\_\_\_\_  
MEMBER  
\_\_\_\_\_  
MEMBER  
\_\_\_\_\_  
MEMBER  
\_\_\_\_\_  
MEMBER  
\_\_\_\_\_  
MEMBER  
\_\_\_\_\_  
MEMBER  
\_\_\_\_\_  
SECRETARY

#### CERTIFICATION OF REVIEW BY THE MONTGOMERY COUNTY PLANNING COMMISSION:

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS REVIEWED BY THE MONTGOMERY COUNTY PLANNING COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRPERSON  
\_\_\_\_\_  
DIRECTOR  
\_\_\_\_\_



( IN FEET )  
1 inch = 30 ft.



**Kelly Engineers and Surveyors**

30 LaCrue Ave, Suite 201

Glen Mills, PA 19342

[www.kellyengineers.com](http://www.kellyengineers.com)

Letter of Requested Waivers

1616 School House Lane

Minor Subdivision Plan Application

Gilmore File #24-00217

March 20, 2024

Revised June 18, 2024

To Whom It May Concern:

This is a letter requesting waivers from the Subdivision Land and Development Ordinances of Lower Gwynedd Township, Montgomery County, Pennsylvania with regards to the proposed "Minor Subdivision Plan" as prepared by Kelly Engineers dated February 12, 2024, and last revised June 18, 2024 for the Owners, Frank and Rita Dombrowski, and the Applicant, Frank MacCord.

The following waivers are being requested for the approval of the indicated minor subdivision application:

1. Section 1230.24.B – waiver request from minimum lot width requirement – a variance from this Section has already been received from Zoning Hearing Board
2. Section 1230.37 (c),(d) and (e) – waiver request from providing additional cartway width and right of way on School House Lane – there are no nearby sections of School House Lane that have been widened and the required widening would result in tree removal and a change in the character of the current roadway conditions
3. Section 1230.42(a)(1) – waiver request from providing street trees being installed for all subdivisions at a frequency of at least two shade trees per 40 feet of street length - numerous trees already exist along street frontage
4. Section 1230.42(b) – waiver request from Applicant being required to plant three (3) shade trees per dwelling - numerous trees already exist on the property
5. Section 1230.45(a) & Section 1230.60(a) – waiver request from providing pedestrian trails as required in all subdivisions and land developments in locations as determined by the Board of Supervisors. In addition, sidewalks shall be provided along both sides of existing and new streets – there are no existing pedestrian trails nor sidewalks near the property, or on either side of the existing streets
6. Section 1230.58 – waiver request from providing street lights on School House Lane and Gypsy Hill Road at locations determined at the Board of Supervisors - this application is for a minor subdivision of which the current property contains only one (1) existing house and is proposing only one (1) new house
7. Section 1230.61(a) – waiver request from providing curbs along both sides of all existing and proposed streets – there are no existing curbs near the property on either side of the existing street
8. Section 1230.41(i) – waiver request from providing the replacement of 389 3" caliper trees. The site is mostly wooded, and we feel that there could only be 51 of 3" caliper replacement trees. The Applicant would like to negotiate a fee in lieu of planting the remaining required 389 replacement 3" caliper trees



## MEMORANDUM

**ATTN:** Board of Supervisors  
**DATE:** Thursday, May 23, 2024  
**FROM:** Jamie P. Worman, Assistant Township Manager  
**SUBJ:** [1616 School House Lane Minor Subdivision \(#24-03SUB\)](#)

The proposed project is a minor two lot subdivision of a 2.40-acre property located at 1616 School House Lane. The existing dwelling and improvements will remain on Lot #1 and a new single-family residential lot will be created as Lot #2. Both lots will be approximately 1.2 acres in size. The newly created lot will take access off Gypsy Hill Road and the existing lot will continue access from School House Lane. A variance was granted to permit a lot width less than 200 feet. This was conditioned upon a deed restriction being recorded against the proposed property, prohibiting the construction of any residency on Lot #2, closer than 50 feet from the side property lines and to require a stormwater management design to the satisfaction of the Township Engineer. The ZHB decision was the subject of an appeal process that ultimately resulted in the original decision being upheld. The application has received all the required reviews and was recommended for approval by the Planning Commission at their meeting on March 20, 2024, with the conditions that the variances associated with this parcel be upheld and that no building permit be issued until the variances are upheld and that the developer inform any potential buyer of the risks associated with buying the property before the issue is resolved. Additional conditions included the applicant comply with the review letters, the applicant offer dedication of the right-of-way of School House Lane, the applicant submit a landscaping plan with a tree count providing a list of dead, dying, diseased, and healthy trees to the Township Engineer for review, and that a note be added to the plans that the future owner of the new parcel is subject to the Traffic Impact Fee for one trip. The applicant submitted the requested landscape plan and that was reviewed by the Township Engineer. The proposed plans, review letters, and PC minutes are attached to this memo for your review. The applicant, Jack McCord who is the equitable owner, and his attorney Christen Pionzio will be in attendance to present this subdivision and answer any questions.

***If the BOS is so inclined, they could consider authorizing the Township Solicitor to prepare an approval Resolution.***





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

May 23, 2024

File No. 24-00217

Mimi Gleason, Township Manager  
Lower Gwynedd Township  
1130 N Bethlehem Pike  
P.O. Box 625  
Spring House, PA 19477

Reference: 1616 School House Lane (TMP #39-00-03847-00-2)  
Minor Subdivision Plan  
Supplemental Landscaping Review

Dear Ms. Gleason:

Pursuant to your request, Gilmore & Associates, Inc. performed a review of the revised submission for the above referenced project, dated February 12, 2024, last revised April 19, 2024, as prepared by Kelly Engineers. Please note that this review is a supplemental review to evaluate the tree removal and replacement as referenced in our previous review letter, dated March 13, 2024.

The revised plans show conceptual locations of the improvements on Lot 2, including the driveway, house and potential location for stormwater management controls. In addition, the plans show the proposed tree removal on Lot 2 to construct the conceptual improvements. We note that it appears that the plans show an appropriate amount tree removal to facilitate these proposed improvements. No proposed landscaping is shown on the plans at this time.

Upon review, we note that the applicant has requested the following waivers from the Lower Gwynedd Subdivision and Land Development Ordinance, specifically related to the required landscaping:

1. §1230.42(a)(1) – The applicant has requested a waiver from providing the required street trees shall be at a frequency of at least two shade trees per 40 feet of street length.
2. §1230.42(b) – The applicant has requested a waiver from providing the required three (3) shade trees per dwelling.

Additionally, we offer the following comments with respect to the tree removal and replacement evaluation on Proposed Lot 2.

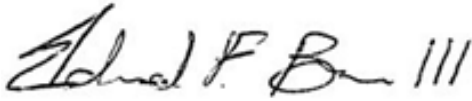
3. §1230.41(i) – Any trees, greater than six-inches (6"), to be removed as part of subdivision or land development, shall be replaced at a 1 to 1 caliper inch ratio. We note that the plans show the removal of 405 caliper inches. As such, the proposed caliper inch removal equates to 135 three-inch trees required to be replaced. The plans do not currently show the proposed replacement trees. If the applicant cannot replace the required trees on-site then the waiver request letter shall be revised to accurately portray the requested waiver. Additionally, the Board of Supervisors may discuss whether a fee-in-lieu is appropriate for the required replacement of trees.
4. §1230.43 - In accordance with Lower Gwynedd Township Ordinance No. 496, at least 75% of the plantings proposed as part of a subdivision and land development shall be native. A planting plan shall be provided at the time of the building permit plan and shall denote species which are native, so that compliance with this Ordinance can be demonstrated.

---

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

Should you have any questions, please feel free to contact our office.

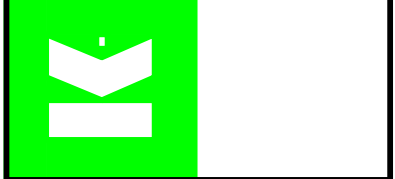
Sincerely,

A handwritten signature in dark ink, appearing to read "Edward F. Brown III". The signature is fluid and cursive, with the last name "Brown" being more prominent and followed by three vertical strokes for the Roman numeral "III".

Edward Brown, P.E.  
Project Manager  
Gilmore & Associates, Inc.

EB/sl

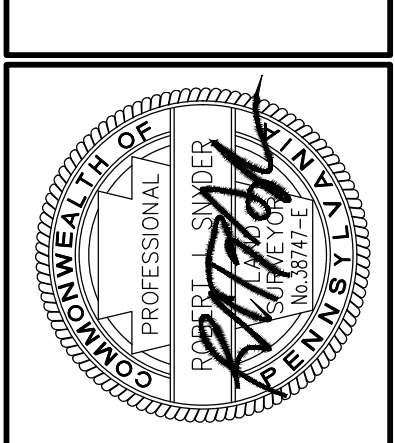
cc: Jamie Worman, Assistant Township Manager  
Patty Sexton-Furber, Building Codes Administrator  
Neil A. Stein, Esq., Kaplin Stewart  
Robert Snyder, P.E., Kelly Engineers  
James Hersh, P.E., Senior Project Manager, Gilmore & Associates, Inc.



NO.	DATE	DESCRIPTION	BY
1	04-10-2024	ADDED THE INFORMATION AND DATE	LAUF
2	04-10-2024	REVISION	LAUF
3	04-10-2024	REVISION	LAUF
4	04-10-2024	REVISION	LAUF
5	04-10-2024	REVISION	LAUF
6	04-10-2024	REVISION	LAUF
7	04-10-2024	REVISION	LAUF
8	04-10-2024	REVISION	LAUF
9	04-10-2024	REVISION	LAUF
10	04-10-2024	REVISION	LAUF

DATE:	February 12, 2024
Scale:	1" = 30'
Drawn by:	L.W.F.
Checked by:	R.J.S.
Dwg. name:	F-Subdiv.dwg
Project no.:	SU2024-015

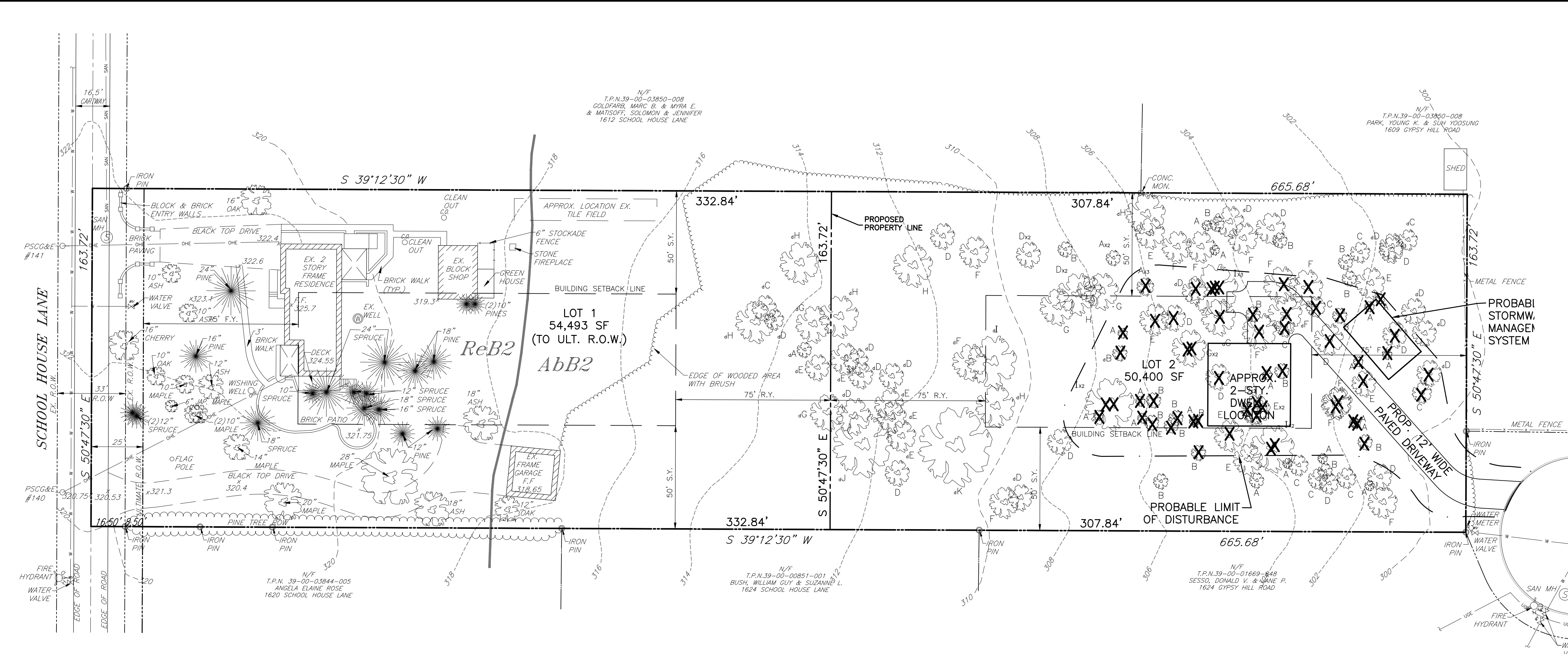
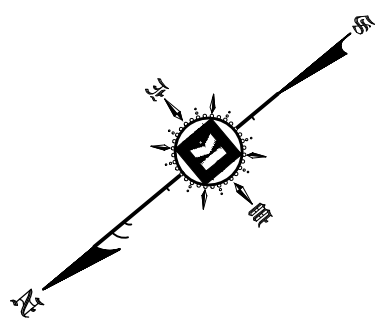
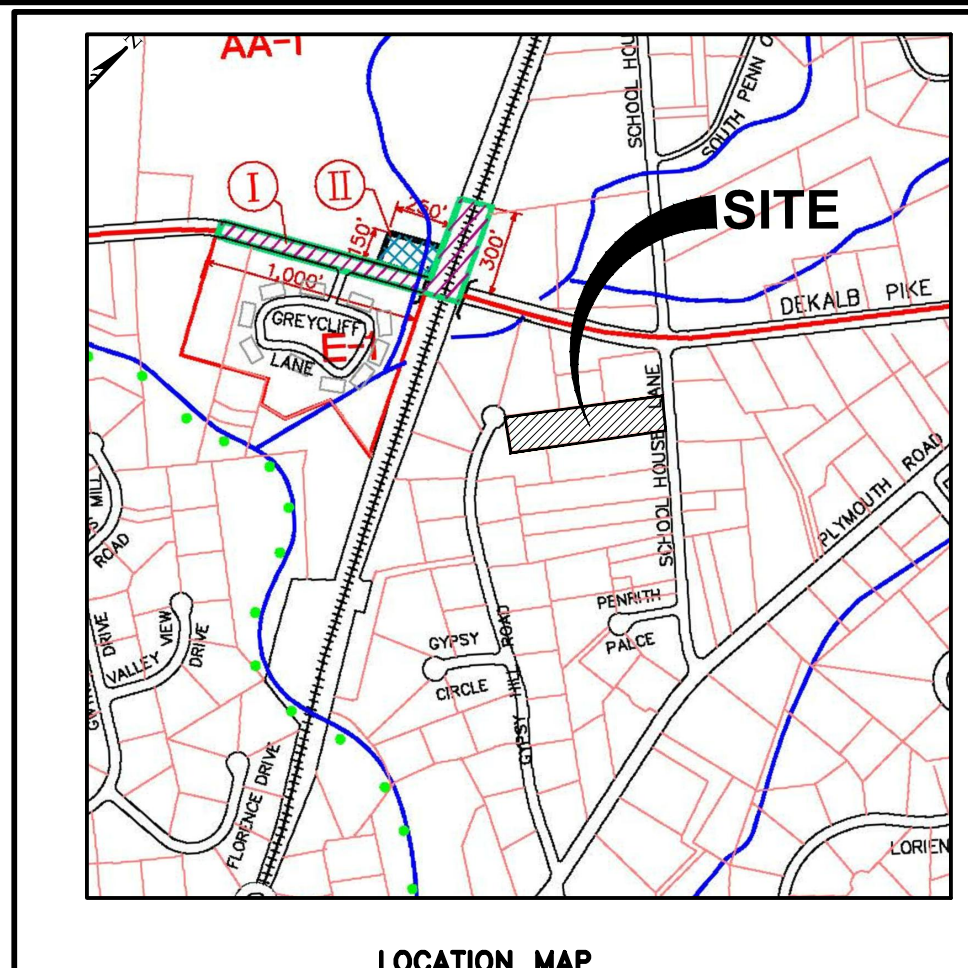
1616 SCHOOL HOUSE LANE  
LOWER GWYNEDD TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA



**MINOR SUBDIVISION PLAN**

This document and all information and work product represented by and contained herein are the property of Kelly Engineers, Inc. and its subsidiaries. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Kelly Engineers, Inc. or its subsidiaries.

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LEGEND		
EXISTING	DESCRIPTION	PROPOSED
	PROPERTY LINE	
	ADJOINING PROPERTY LINE	
○ I.P. □ MON. ⊗ NAIL	IRON PIN, MONUMENT, NAIL	● I.P. ■ MON. ● NAIL
	BUILDING SETBACK LINE	
	LEGAL RIGHT-OF-WAY	
	ULTIMATE RIGHT-OF-WAY	

**NOTE:**

ALL DEVELOPMENT ACTIVITIES, SUCH AS CLEARING, GRADING, RE-GRADING, DRIVEWAYS, ROADS, BUILDINGS, SEPTIC SYSTEMS, RETENTION/DETENTION BASINS AND UTILITY EASEMENTS SHALL BE LIMITED TO THE NATURAL RESOURCE PROTECTION STANDARDS AS SPECIFIED IN THE LOWER GWYNEDD TOWNSHIP ZONING ORDINANCE AS LAST AMENDED. THE REMAINING RESOURCES SHALL REMAIN IN ITS NATURAL CONDITION INCLUDING THE NATURAL FOREST GROUND COVER. THIS RESTRICTION SHALL RUN WITH THE LAND AND BE BINDING ON THE PRESENT AND ALL FUTURE OWNERS AND/OR LESSEES.

BELOW IS A TABULATION OF TREES THAT WOULD BE REMOVED WITH CONCEPTUAL LAYOUT SHOWN.

LABEL	TREE SIZE (INCHES DIA.)	LIVE	DEAD/DYING (SEE NOTE BELOW)	TO BE REMOVED
A	6"	22	1	15
B	8"	17	-	10
C	10"	7	2	3
D	12"	17	12	6 (+ 2 d)
E	15"	9	5	5
F	16"	11	2	4 (+ 1 d)
G	18"	4	3	1 (+ 1 d)
H	20"	2	5	-
I	24"	7	1	-
J	30"	-	1	-
K	36"	-	1	-
TOTAL		96	34	48

**NOTE:**

- "Q" ON PLAN INDICATES THE SIZE AND THAT ITS A DEAD OR DYING TREE.
- "Q#" ON PLAN INDICATES THE SIZE AND NUMBER OF TREES AT THAT LOCATION

**BEFORE YOU DIG ANYWHERE**



STOP! CALL 1-800-242-1776  
(TOLL FREE)

PA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS NOTICE IN DESIGN STAGE PENNSYLVANIA ONE CALL SYSTEM, INC.

ALL TRENCHING, SHEETING AND SHORING SHALL BE IN STRICT ACCORDANCE WITH OSHA STANDARDS.

**SURVEY AND ZONING NOTES:**

- T.P.N. 39-00-03847-002  
ADDRESS: 1616 SCHOOL HOUSE LANE, AMBLER, PA 19002  
LOWER GWYNEDD, MONTGOMERY COUNTY, PENNSYLVANIA
- OWNER OF RECORD: FRANK A. & RITA A. DOMBROSKI  
1616 SCHOOL HOUSE LANE  
LOWER GWYNEDD, PENNSYLVANIA  
DEED BOOK: 3662 PAGE: 440
- APPLICANT: JACK MACCORD  
1715 WEST TOWNSHIP LINE ROAD  
BLUE BELL, PENNSYLVANIA 19422
- TOTAL AREA: 2.502 ACRES  
CLEAR AREA: 2.408 ACRES (ULTIMATE RIGHT-OF-WAY)
- ZONING: A - RESIDENTIAL

	REQUIRED	EXISTING LOT 1	PROPOSED LOT 1	PROPOSED LOT 2
MIN. LOT AREA	40,000 SF	104,892 SF	54,493 SF	50,400 SF
MIN. FRONT YARD	75 FT	75 FT	75 FT	75 FT
MIN. SIDE YARD	50 FT	50 FT	50 FT	50 FT
MIN. REAR YARD	75 FT	75 FT	75 FT	75 FT
MIN. LOT WIDTH AT SETBACK	200 FT	163.72 FT	163.72 FT	163.72 FT*
MAX IMPERVIOUS SURF. RATIO	25%	9.16%	17.6%	12.3%
MAX. BUILDING HEIGHT	45 FT	<45 FT	<45 FT	<45 FT

\* VARIANCE GRANTED PURSUANT TO LOWER GWYNEDD TOWNSHIP ZONING HEARING BOARD DECISION DATED SEPTEMBER 14, 2018.

- SOILS: FROM SOILS SURVEY OF MONTGOMERY COUNTY  
R#B2 - REALVILLE SHALY SILT LOAM, 3%-8% SLOPES, MODERATELY ERODED  
A#B2 - ABBOTTSTOWN SILT LOAM, 3%-8% SLOPES, MODERATELY ERODED
- EXISTING FEATURES OBTAINED FROM PLAN NO. M-39-2-37 PREPARED BY TURNER-PAHUTSKI ASSOC. INC. DATED 1/16/89; ALONG WITH SUPPLEMENTAL FIELD SURVEY BY KELLY ENGINEERS AND SURVEYORS PERFORMED IN AUGUST 2018.
- ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLAN HAVE BEEN DEVELOPED FROM EXISTING UTILITY RECORDS AND/OR ABOVE GROUND EXAMINATION OF THE SITE. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES OR STRUCTURES CAN NOT BE GUARANTEED.
- ALL BUILDINGS AND OTHER STRUCTURES LOCATED WITHIN PROPOSED LOT 1 OR OUTSIDE PROPERTY BOUNDARY ARE TO REMAIN.
- NO CONSTRUCTION PLANNED AT THIS TIME. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE THE PARCEL INTO 2 LOTS. SITE PLANS CONFORMING TO ALL COUNTY AND TOWNSHIP REGULATIONS WILL BE SUBMITTED AT TIME OF BUILDING PERMIT APPLICATION.
- CONCEPTUAL LAYOUT FOR PROPOSED DWELLING, DRIVEWAY AND STORMWATER MANAGEMENT SYSTEM ARE SHOWN TO DETERMINE APPROXIMATE LIMIT OF GRADING AND CLEARING OF PROPOSED LOT #2.
- TREE ANALYSIS PERFORMED BY ARBORIST FROM "SHADES OF GREEN, INC."

**OWNER'S CERTIFICATE OF TRUE OWNERSHIP AND OF INTENT:**

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN. THE PLAN WAS MADE UNDER OUR DIRECTION, AND WE ACKNOWLEDGE THE SAME TO BE, BY ACT AND DESIRE, THE PLAN TO BE RECORDED ACCORDING TO LAW.

ATTEST:  
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED THIS PLAN TO BE THE OFFICIAL PLAN OF LOTS AND PROPERTY SHOWN THERETO SITUATED IN THE TOWNSHIP OF LOWER GWYNEDD, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, AND DESIRED THAT THIS PLAN BE RECORDED ACCORDING TO LAW.

WITNESS MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_.

**PLAN PREPARER/PROFESSIONAL SURVEYOR CERTIFICATION:**

I, ROBERT J. SNYDER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF PENNSYLVANIA, AND THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND THE SURVEY FOR THIS PLAN WAS PERFORMED IN ACCORDANCE WITH THE LATEST MINIMUM STANDARDS CONTAINED IN THE MANUAL OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN THE COMMONWEALTH OF PENNSYLVANIA AS ADOPTED BY THE PENNSYLVANIA SOCIETY OF LAND SURVEYORS.

DATE \_\_\_\_\_ ROBERT J. SNYDER, P.L.S. PLS #SU-38747-E

**CERTIFICATION OF APPROVAL BY THE TOWNSHIP ENGINEER:**

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY \_\_\_\_\_, P.E., THE APPOINTED TOWNSHIP ENGINEER FOR LOWER GWYNEDD TOWNSHIP ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TOWNSHIP ENGINEER

**CERTIFICATION OF APPROVAL BY THE TOWNSHIP SOLICITOR:**

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY \_\_\_\_\_, ESQ., THE APPOINTED TOWNSHIP SOLICITOR FOR LOWER GWYNEDD TOWNSHIP ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TOWNSHIP SOLICITOR

**CERTIFICATION OF RECORDING:**

THIS MINOR SUBDIVISION PLAN WAS RECORDED IN THE OFFICE OF RECORDER OF DEEDS FOR MONTGOMERY COUNTY, AT NORRISTOWN, PENNSYLVANIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
RECORDER OF DEEDS

**CERTIFICATION OF APPROVAL OF THE BOARD OF SUPERVISORS:**

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY RESOLUTION OF THE BOARD OF TOWNSHIP SUPERVISORS OF LOWER GWYNEDD TOWNSHIP THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRPERSON

TOWNSHIP SECRETARY

**APPROVAL OF THE LOWER GWYNEDD TOWNSHIP PLANNING COMMISSION:**

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS APPROVED BY THE LOWER GWYNEDD TOWNSHIP PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CHAIRPERSON

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

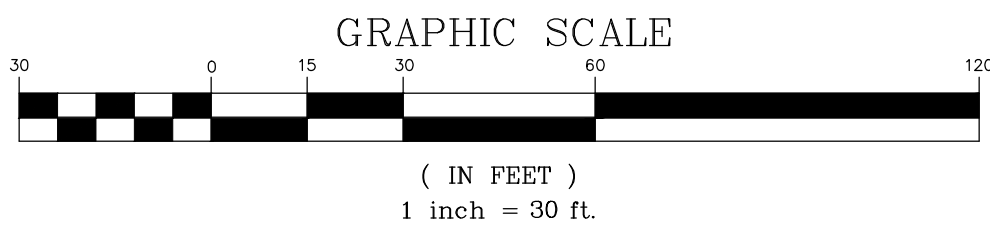
SECRETARY

**CERTIFICATION OF REVIEW BY THE MONTGOMERY COUNTY PLANNING COMMISSION:**

THIS SUBDIVISION LAND DEVELOPMENT PLAN WAS REVIEWED BY THE MONTGOMERY COUNTY PLANNING COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRPERSON

DIRECTOR





**GILMORE & ASSOCIATES, INC.**  
ENGINEERING & CONSULTING SERVICES

March 13, 2024

File No. 24-00217

Mimi Gleason, Township Manager  
Lower Gwynedd Township  
1130 N Bethlehem Pike  
P.O. Box 625  
Spring House, PA 19477

Reference: 1616 School House Lane  
TMP #39-00-03847-00-2  
Minor Subdivision Plan

Dear Ms. Gleason:

Pursuant to your request, Gilmore & Associates, Inc. performed a review of the Minor Subdivision submission for the above-referenced project. Upon review we offer the following comments for consideration by the Lower Gwynedd Township Board of Supervisors:

I. Submission

- A. Preliminary/Final Minor Subdivision Plans, consisting of one (1) sheet, dated February 12, 2024, prepared by Kelly Engineers for 1616 Schoolhouse Lane.

II. Project Description

The subject tract (TMP# 39-00-03847-00-2), located in the A Residential Zoning District, includes a two (2) story dwelling with a detached garage, and two paved driveways providing access to both buildings. The remainder of the tract is comprised of lawn and woodland areas. The gross area of the tract is approximately 2.40 acres. The property is accessed from School House Lane.

This project proposes the subdivision of the existing lot into two (2) individual lots. Each lot will be roughly 1.2 acres in size. It is unclear if the proposed lot will be accessed from School House Lane or Gypsy Hill Road. At the time of building permit application, the Applicant will be required to submit fully engineered plot plans containing on-site stormwater designs which comply with all applicable Lower Gwynedd Township Ordinances.

III. Review Comments

A. Zoning Ordinance

The following zoning variances have been granted at the September 13, 2018 Zoning Heard Board Meeting with conditions:

1. A variance was granted from ordinance section §1257.03(b), to permit a lot width of 163.72 feet for the proposed Lot 2, in lieu of the required 200 feet. conditioned upon the deed restriction be recorded against the proposed property, prohibiting the construction of any residency on Lot 2, closer than 50 feet from the side property lines and to require a stormwater management design to the satisfaction of the Township Engineer.

We note the following comments related to the Lower Gwynedd Township Zoning Ordinance.

1. §1257.03(a) – We note that the plans indicate that the proposed lots will meet the minimum lot area of 40,000 square feet, which is allowable if both lots are connected to public water and sewer. However, it appears that Lot 1 is not connected to public utilities. The connection to public water and sewer will be a condition of approval and shall occur prior to the Recording of the plans.

B. Subdivision and Land Development Ordinance

We offer the following comments with respect to the current Lower Gwynedd Township Subdivision and Land Development Ordinance:

1. §1230.09 – The Township Board of Supervisors may grant a waiver of the requirements of one or more provisions of this ordinance provided the Applicant proves undue hardship. All waivers shall be formally requested from the Township and shall be in writing and shall accompany and be part of the application for development. The Record Plan should list the waivers, applicable section numbers, and the date granted as applicable, including any conditions.
2. §1230.23 – The Applicant is responsible for all required approvals, permits, etc. (e.g., Montgomery County Conservation District, Fire Marshal, PADEP, etc.).
3. §1230.24 – The Applicant shall address the following general plan issues:
  - a. The Applicant shall clarify whether the proposed lot will have a flag access from School House Lane or will access from Gypsy Hill Road. Additionally, the plans shall conceptually show the proposed house, utility connections and potential location of stormwater management facilities.
  - b. The Zoning table on the plans shall be revised to note any existing non-conformities related to the existing and proposed lots, including but not limited to front and side yard setbacks on Lot 1.
  - c. The signature blocks for the Township Board of Supervisors and Township Planning Commission shall be revised to only include signature lines for the Board Chair, including the Township Manager, and the Commission Chair.
4. §1230.24.B – The proposed plan is labeled as a Minor Subdivision plan, however, the ordinance requires that the existing lot of a minor subdivision shall have sufficient frontage on an existing, improved public street to satisfy the applicable Township requirements for lot frontage and access to a public street for both proposed lots. We note that the existing property does not have the required lot width to satisfy this section of the ordinance. Although the Applicant has received a variance for minimum lot width at the Lower Gwynedd Zoning Hearing Board, a waiver from the Subdivision and Land Development Ordinance will also be required, or the application will require standard preliminary plan submission in place of a minor plan.
5. §1230.26(c) – At the time of the building permit submission, the stormwater ownership and maintenance statement as required by this section shall be added to the plans.
6. §1230.30 – Legal descriptions shall be provided to our office for review and approval for each of the two new lots and any future easements.
7. §1230.33 – At the time of the building permit, the Applicant shall include a full erosion and sediment control plan for the proposed dwelling. Additionally, a note shall be added to the plans stating that the Applicant will be required to obtain an NPDES permit from the Montgomery County Conservation District for Lot 2 in the event that proposed disturbance is greater than 1 acre. The Township should be copied on all future correspondence with the Conservation District.
8. §1230.37 (c), (d) & (e) – The applicant will be required to provide additional cartway width and right-of-way shall be offered for dedication on School House Lane.

9. §1230.41(i) – Any trees, greater than six-inches (6”), to be removed as part of subdivision or land development, shall be replaced at a 1 to 1 caliper inch ratio. We note that the plans do not show any tree removal at this time, however, aerial images appear to show that the proposed building area on Lot 2 is completely wooded. The applicant shall identify the trees to be removed, so that an accurate tree replacement count can be quantified.
10. §1230.42(a)(1) – Street trees shall be provided for all subdivisions at a frequency of at least two shade trees per 40 feet of street length. The plans shall be revised to show the proposed street tree locations.
11. §1230.42(b) – The Applicant is required to plant three (3) shade trees per dwelling. If the Applicant intends to wait until such time as the application for the building permit plans, then the deferral from this section of the ordinance shall be added to the record plan.
12. §1230.43 - In accordance with Lower Gwynedd Township Ordinance No. 496, at least 75% of the plantings proposed as part of a subdivision and land development shall be native. A planting plan shall be provided at the time of the building permit plan and shall denote species which are native, so that compliance with this Ordinance can be demonstrated.
13. §1230.45(a) §1230.60(a) – Pedestrian trails are required in all subdivisions and land developments in locations as determined by the Board of Supervisors. In addition, sidewalks shall be provided along both sides of existing and new streets. We defer to the Board of Supervisors to determine whether trails and/or sidewalks are warranted, or a waiver would be required.
14. §1230.48(b) – It is the intention of Lower Gwynedd Township to protect and preserve natural resources in the Township. In all zoning districts, no more than 75% of woodland areas shall be altered. The plans shall be revised to provide a natural resource protection table to indicate the proposed disturbance of the existing woodlands.
15. §1230.53(a)(1) – All applicants for residential subdivision approval for 10 or fewer single-family residential lots shall, concurrent with the submission of a final plan of subdivision, submit and tender to the Township a fixed park and recreation area fee of \$1,000 for each of the proposed dwelling units.
16. §1230.58 – The applicant is required to install street lights on School House Lane and Gypsy Hill Road at locations determined at the Board of Supervisors. We defer to the Board of Supervisors to determine whether street lights are warranted for this project.
17. §1230.61(a) – Curbs shall be provided along both sides of all existing and proposed streets, or a waiver would be required.
18. §1230.62 – The Applicant shall obtain a “will serve” letter from the water supplier for the new lot. A copy of the letter shall be provided to the Township. Additionally, the plans shall be submitted to the water supplier for review/approval.
19. §1230.63(c) – The Applicant shall submit the necessary PADEP Planning Module application to the Township for review. Additionally, the Applicant will be required to enter into a construction and tapping agreement with the Township for the proposed sanitary connection(s). The document will be prepared by the Township Sewer Solicitor and should be executed prior to the start of construction of the new dwelling.
20. §1236.12(a) – Fees for residential development. The applicant for any new residential subdivision or land development shall be required to pay a recreation impact fee of \$500 per new dwelling unit.

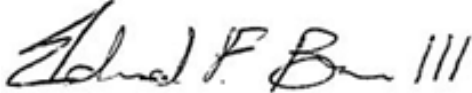
C. Stormwater Management Ordinance

We offer the following comments with respect to the current Lower Gwynedd Township Stormwater Management Ordinance:

1. §1241.106 – At the time of the building permit application for Lot 2, the Applicant will be required to provide all applicable stormwater management controls in accordance with the Lower Gwynedd Township Stormwater Management Ordinance, including but not limited to, peak rate control, water quality volume and groundwater recharge. A note shall be added to the Record Plans.
2. §1241.704 – At the time of the building permit for Lot 2, the Applicant will be required to enter into a Stormwater Ownership & Maintenance Agreement with the Township for the proposed on-site stormwater improvements. The document will be prepared by the Township Solicitor and should be executed prior to issuance of a building permit. A note stating this requirement shall be added to the Record Plan.
3. In accordance with Lower Gwynedd Township Resolution 2005-16, the Applicant is required to pay a Stormwater Management Facility fee in the amount of \$500 per 1000 cubic feet of storage volume within the proposed BMP's. This fee will be calculated upon submission of the building permit plans containing the proposed stormwater measures. A note stating this requirement is to be added to the plans.

Should you have any questions, please feel free to contact our office.

Sincerely,



Edward Brown, P.E.  
Project Manager  
Gilmore & Associates, Inc.

EB/sl

cc: Jamie Worman, Assistant Township Manager  
Patty Sexton-Furber, Building Codes Administrator  
Neil A. Stein, Esq., Kaplin Stewart  
Robert Snyder, P.E., Kelly Engineers  
James Hersh, P.E., Senior Project Manager, Gilmore & Associates, Inc.

**MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS**

JAMILA H. WINDER, CHAIR  
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**MONTGOMERY COUNTY  
PLANNING COMMISSION**

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

610-278-3722  
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP  
EXECUTIVE DIRECTOR

February 27, 2024

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

Re: MCPC # 24-0040-001  
Plan Name: 1616 School House Lane  
(1 lot comprising approximately 2.40 acres)  
Situates: School House Lane (cross street: DeKalb Pike)  
Lower Gwynedd Township

Dear Ms. Worman:

We have reviewed the above-referenced subdivision and land development in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 16, 2024. We forward this letter as a report of our review.

## BACKGROUND

The applicant, Jack MacCord, is proposing a residential subdivision to subdivide one parcel into two lots. The property is located in the A Residential Zoning District. The subdivision would create a Proposed Lot 1 that would be 54,493 square feet and a Proposed Lot 2 that would be 50,400 square feet, both of which meet the minimum lot area of 40,000 square feet of the A Residential District (§ 1257.04).

The property currently contains a two-story residence, driveway, garage, and other accessory structures, which would all remain. The existing structures are existing nonconformities as they are located outside of the building setback lines.

The front portion of the property (Proposed Lot 1) fronts onto and currently has driveway access from School House Lane. The rear portion of the property (Proposed Lot 2) also has frontage on Gypsy Hill Road, but that portion of the property is heavily wooded and does not currently have vehicular access. In the case of the proposed subdivision, the Proposed Lot 2 would therefore be accessed from Gypsy Hill Road. No land development plans were submitted with the proposed subdivision plans.



## COMPREHENSIVE PLAN COMPLIANCE

The proposal is generally consistent with the county's comprehensive plan, *MONTCO 2040: A Shared Vision*, which shows the area as being located in the "Suburban Residential" future land use areas. Suburban Residential areas consist primarily of single family detached homes. Residential development should match the character and type of housing found in the immediate neighborhood, and environmentally sensitive land should be preserved.

## RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issue that the applicant and township may wish to consider prior to final plan approval. Our comments are as follows:

## REVIEW COMMENTS

### POTENTIAL DEVELOPMENT

The proposed subdivision would result in two lots that meet the zoning requirements of the A-Residential District. We generally support the subdivision of large lots to create opportunities for residential infill development, which helps to fill a housing need. In addition, infill development is a more sustainable option than constructing new buildings in an undeveloped area, which requires intensive infrastructure construction and costs. While there is no development proposed at this time, we wish to provide the following comments in anticipation of future development.

- A. Natural Features. The portion of the property that would be subdivided as Lot 2 is currently wooded. While we support infill development in already developed communities, we also encourage the preservation of existing trees and other natural features to the greatest extent possible. At the very least, leaving the wooded areas somewhat intact would buffer the property from the pool and tennis court in adjoining yards.

## CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal but we believe that our suggested revisions will better achieve Lower Gwynedd's planning objectives for low-density residential development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (24-0040-001) on any plans submitted for final recording.

Sincerely,

A handwritten signature in black ink, appearing to read "Claire Warner".

Claire Warner, Senior Community Planner

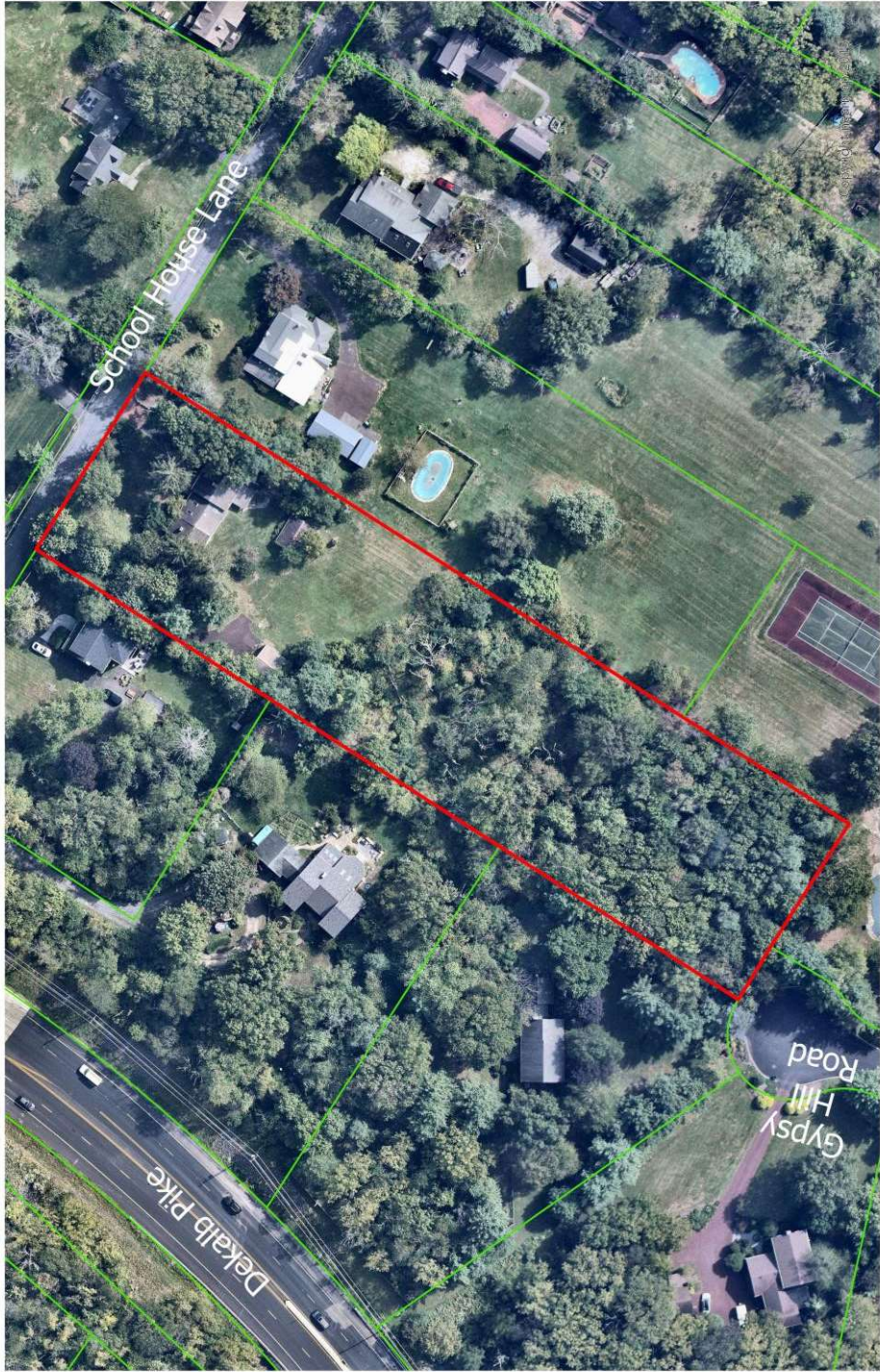
[Claire.Warner@montgomerycountypa.gov](mailto:Claire.Warner@montgomerycountypa.gov) – 610-278-3755

c: Jack MacCord, Applicant  
Kelly Engineers, Applicant's Representative  
Mimi Gleason, Interim Township Manager  
Kenneth Amey, AICP, Township Zoning Officer  
Craig Melograno, Chairman, Planning Commission

Attachment A: Aerial Image of Site

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

ATTACHMENTS A & B



1616 School House Lane  
MCPC#240040001

Montgomery  
County  
Planning  
Commission  
Montgomery County Courthouse - Planning Commission  
PO Box 311 Norristown PA 19404-0311  
(p) 610 278-3722 (f) 610 278-3941  
www.montcopa.org/planning  
Aerial photography provided by Nearmap



## 1616 School House Lane Subdivision

alcomlyjr8@gmail.com <alcomlyjr8@gmail.com>

Mon 3/18/2024 3:36 PM

To:Patty furber <pfurber@lowergwynedd.org>

Cc:Mimi Gleason <mgleason@lowergwynedd.org>

I have reviewed the Minor Subdivision Plan prepared by Kelly Engineers dated February 12, 2024. My comments are as follows:

- This property must be given an address on Gypsy Hill Road that is consistent with the township address grid at that location.
- Any access features to the site—should they be necessary (i.e. culverts, driveway bridging elements), shall be designed to accommodate PENN DOT highway loading). The topography does not immediately indicate the need for any such feature, but the approval should be conditioned regardless.
- No gates or impediments to site access without submitting for and receiving acceptance for same for clearances.

Otherwise, I have no other comments.

Al Comly

Fire Marshal, Lower Gwynedd Township

**LOWER GWYNEDD TOWNSHIP  
PLANNING COMMISSION  
Minutes of March 20, 2024**

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

Patty Furber, B&Z Administrator  
Ed Brown, Gilmore & Associates  
Chad Dixson, Bowman

**Absent:** Craig Melograno, Chairman

**Call to Order:**

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

**Approval of Minutes: February 21, 2024**

A motion was made by Mr. Adams and Ms. Porreca to approve the minutes of the Lower Gwynedd Township Planning Commission meeting of February 21, 2024. The motion carried unanimously.

**Subdivision/Land Development:**

**Lot Line Adjustment**

**#24-02LL**

**537 Penllyn Pike - Fred & Lorna Wenz**

Present for the lot line adjustment was the applicant Mr. Fred Wenz. Mr. Wenz stated that he resides at 904 Gypsy Hill Road and is requesting to take a portion of his daughter's lot located at 537 Penllyn Pike. Mr. Wenz stated that this would bring his lot up to one acre.

Mr. Valiga asked Mr. Wenz if he received the review letters and if would he agree to Gilmore's comment regarding denoting the lots as "Parcel A and Parcel B" on the plans. Mr. Wenz agreed that he would have that noted on the record plan. Mr. Valiga asked if he would comply with Gilmore's comment regarding item number (3) by revising the table to denote any existing non-conformities. Mr. Wenz stated that he would comply with Gilmore's request.

Mr. Brown stated that item number (1) on Gilmore’s review letter regarding a conditional use application was an error. Mr. Brown stated that he spoke to the Township Zoning Officer, Ms. Jamie Worman, and the Township Solicitor, Mr. Neil Stein. They both agreed that a conditional use application would not be required for this application. That requirement will be removed from Gilmore’s review letter.

A motion was made by Mr. Beardsley and seconded by Ms. Porreca to recommend the lot line adjustment for approval by the Board of Supervisors based on the following conditions by Mr. Valiga:

- 1. The applicant will comply with the review letters from Gilmore, dated March 15, 2024 and the Township Fire Marshal, Al Comly, review letter, dated March 14, 2024;
- 2. The applicant will incorporate Gilmore’s comments regarding denoting the lots as “Parcel A and Parcel B” and revise the table to denote the existing non-conformities in the record plan.

The motion passed with a 6-0 vote.



**2-lot Subdivision**  
**1616 School House Ln - Jack MacCord**

**#24-03SUBD**

Present for the 2-lot subdivision application was Ms. Bernadette Kearney from HRMM&L, Mr. Robert Snyder from Kelly Engineers and the equitable owner, Mr. Jack MacCord.

Ms. Kearney gave a brief background on the application stating that the applicant went before the Zoning Hearing Board back in 2018. The Zoning Hearing Board decision was appealed and was held up for years in the common courts. Ms. Kearney stated that there is a motion for an allowance of appeal to the Supreme Court. Ms. Kearney stated that she didn’t think the Supreme Court would take this case, so that’s why they wanted to move forward with the application. Ms. Kearney stated that ultimately, they can’t record the plans until the Supreme Court renders a decision. Ms. Kearney stated that part of the argument before the court was that when the existing home was built, it was always intended to be subdivided.

Ms. Kearney stated that the proposed lot is located within a cul-de-sac where there is already an existing curb cut.

Mr. Valiga wanted to know where the entrance to the proposed lot will be located. Ms. Kearney stated that the driveway for the new lot will be located on Gypsy Hill Rd. Mr. Valiga wanted to know if there was an address established for the new lot. Ms. Kearney stated there was not.

Mr. Adams stated that the Montgomery County Planning Commission stated in their review letter that they would like to preserve as many trees as possible. Mr. Adams stated that he drove by the property and noticed a lot of dead trees. He stated that he would like them to remove more of the dead trees since they interfere with the growth of the healthy species.

Mr. Valiga requested to go over their waivers. Mr. Brown stated that there was an error in their review letter regarding item number (1). 1230.24 (b) should have been 1230.24 (3b). Mr. Brown stated there was no difference, just wanted to clarify the error and the applicant would still need the variance that was received from the Zoning Hearing Board for the minimum lot width requirement. Mr. Valiga stated they are requesting a waiver to provide additional cartway width and dedication. Mr. Brown stated that the cartway waiver makes sense and it would be up to the township if they want to take the dedication of the right-of-way. Mr. Brown stated that this would be a partial request for relief from providing the additional cartway on School House Lane.

Ms. Kearney stated that they will comply with Township Fire Marshal, Al Comly, review letter dated March 18, 2024, and the MCPC review letter dated February 27, 2024. Ms. Kearney stated that they had one issue with Gilmore's review letter dated March 13, 2024, page 2, number (1) regarding hooking up to public utilities before recording the plan. Ms. Kearney stated that since both lots are not connected to public utilities, they are requesting that both lots be hooked up simultaneously. She is requesting to do this before issuance of the Use & Occupancy for the new lot. Ms. Kearney stated that this would save time and money by not having them bring the sewer guys out multiple times. Mr. Beardsley wanted to know what the time frame would be for the construction of the new house. Mr. MacCord stated it would take around two years. Ms. Kearney stated that Ms. Pionzio thought that the existing house was already hooked up to public utilities. Ms. Furber stated that she discussed this earlier with Mr. MacCord. She informed him that there were no records that the existing house was hooked up to public utilities. Mr. Beardsley wanted to know if there would be any zoning issues if they decided to hook up simultaneously. He stated that hooking up both lots to public utilities at the same time made sense.

Mr. Valiga stated that a tree plan was not included with their submission, so this makes it difficult for the board to grant a waiver request for trees. Mr. Snyder stated that they would submit a landscaping plan at the time of the building permit. Mr. Snyder stated

there are around 10-11 street trees already existing. Mr. Valiga stated that again, since there isn't a landscaping plan, it's hard for them to make any type of recommendation. Mr. Valiga stated that they should get someone out there who knows what they are doing to provide a list of dead, dying, diseased trees. Mr. Snyder stated a lot of the trees are already dead. Mr. Snyder stated they can't even build within 50' of the side property lines so that area is already protected. Mr. Snyder stated that they can provide a count at the time of the building permit submission. Mr. MacCord stated that they would have difficulty coming up with a plan since they do not even know where the building envelope for the new lot will be. Ms. Furber stated that the Board of Supervisors would want to see a landscaping plan or an arborist report showing the health of the existing trees. Mr. MacCord stated that an arborist would cost thousands of dollars. Mr. Snyder suggested that they could hire a tree service company to go out and walk the site and come up with a tree count. Mr. MacCord stated that they intend to remove as few trees as possible. Mr. Brown stated that a landscaping plan would have to be submitted prior to going in front of the Board of Supervisors. Ms. Kearney stated that it won't be an exact count. Mr. Brown stated that the plan and tree count would be reviewed by his office before the Board of Supervisors meeting.

Mr. Valiga wanted to know if there was any way to put a trail somewhere on the property but wasn't sure how they could do that. Mr. Snyder stated they would have to put a pathway through the two lots and that it wouldn't make sense to do that. Ms. Kearney stated that trails are usually required with the major subdivisions. Ms. Nunn stated that this is an isolated neighborhood and if they were to put a trail or sidewalk that could potentially give access in/out, it seems extreme though for a simple subdivision. Mr. Snyder stated that they would have to remove even more trees if they had to install a trail. Mr. Valiga stated that a waiver not to install a trail makes sense since there are no existing trails to tie into. Mr. Valiga stated that the waiver for no streetlights makes sense. Mr. Valiga stated that the waiver for the curbing makes sense since that would take the natural beauty away in the area. Mr. Snyder stated that there already is existing curbing along Gypsy Hill Rd. Mr. Valiga wanted to know if the existing curbing needs repair, would they be willing to do that? Mr. Snyder stated they would repair the curbing and that would be noted on the plans. Mr. Brown stated that would be a requirement with the building permit submission.

A motion was made by Mr. Beardsley and seconded by Ms. Porreca to recommend the 2-lot subdivision for preliminary/final approval by the Board of Supervisors based on the following conditions by Mr. Valiga:

1. The board recommends that the Supervisors approve the plan conditioned upon the variances being upheld and that no building permit be issued until the variances are upheld, and that the developer inform any potential buyer of the risks associated with buying the property before the issue is resolved;

2. The applicant complies with the review letters from Gilmore and Lower Gwynedd Fire Marshal, Al Comly; except for the hookup of the public utilities which shall be completed simultaneously for both lots prior to the issuance of the Use & Occupancy for lot 2.
3. The applicant is to offer the dedication of the right-of-way of School House Lane if the Township wants it;
4. The applicant is to submit a landscaping plan with a tree count providing a list of dead, dying, diseased, and healthy trees to Gilmore. This is to be completed before going in front of the Board of Supervisors;
5. A note should be added to the approval resolution that the future owner is subject to the Traffic Impact Fee for one trip.

The motion passed with a 6-0 vote.



**Land Development**  
**728 Norristown Rd. - ACTS**

**#24-01LD**

Present for the land development application was Ms. Bernadette Kearney from HRMM&L, Mr. Mike Urban from Eustace Engineers and Mr. Jeremy Neely from ACTS.

Ms. Kearney explained to the board that the plans propose to construct two separate building additions, install additional parking stalls, and reconstruct the entrance/drop-off area. Ms. Kearney wanted to clarify to Mr. Brown that the existing landscaping berms were not meant for stormwater run-off, they are just on site for aesthetic reasons. Mr. Urban stated that they have had conversations with Montgomery County Conservation District requesting adding amended soil to fulfill DEP's water reduction requirements, specifically for that berm.

Ms. Kearney stated that the upgrades and enhancements to Willow Brook Court would include adding 23 parking spots. Ms. Kearney stated that they currently comply with parking, but more spots are needed. Ms. Kearney stated the building additions would include a Porte Cochere, which would be sprinklered with a breezeway. Mr. Urban stated the breezeway would provide visitors with a link that would take them to the wing of the building instead of having to walk through the resident's hallway. Ms. Kearney stated that internal renovations are going on currently and would continue with these renovations.

Mr. Urban showed the board the proposed addition for the nurse practitioners. Mr. Urban stated that they are proposing an outdoor garden space for the residents, right

now it's just a blank lawn area. He stated they are proposing patio areas, dining and cafeteria areas, and new common space areas. There will be a lot of different amenities such as a hydrangea garden, benches, and tables throughout the "wandering garden" area. He stated that it would be a nice environment for the residents to enjoy. The area will be fenced in with locked gates, for security. Mr. Urban stated that no mature trees would be removed and that they would be adding more to the landscaping area.

Mr. Urban stated that the existing basin is a detention basin and since they are exceeding one acre in disturbance, they will be converting that basin to an infiltration basin. The infiltration basin will have a flat bottom with steep slopes that will include a native plant mix with shrubs on top, per the township's planting requirements. Mr. Urban stated that they would be replacing dead trees with additional plantings. Mr. Urban explained that some of the underground utilities are preventing adding additional parking. Mr. Urban stated they would provide all of the safety enhancements.

Mr. Valiga wanted to know if the planting schedule and landscaping plan conform with the native species requirements. Mr. Urban stated they are well over the 75% native species requirement. Mr. Valiga wanted to know what type of trees would they be removing, are they non-native? Mr. Urban stated the majority of trees are located in the existing drop-off area and they are non-native. Mr. Valiga stated that he was impressed with them exceeding the native species requirement. He stated that the EAC (Environmental Advisory Council) always looks to remove non-native species, so this is a good thing you are doing.

Mr. Valiga wanted to discuss the review letters. Ms. Kearney stated they would comply with all of Gilmore's review letter dated March 14, 2024; except for page 3, number (11) regarding the planting islands. Mr. Urban stated that the area is flushed with no existing curbing. Mr. Urban stated the planting islands would be for the new parking areas. He stated since there are no existing curbs throughout the existing lots, he wouldn't know where to install the planting islands. Mr. Urban stated that adding curbs could potentially cause drainage issues. Mr. Adams stated that he drove around the site twice and stated that adding curbing could cause a walking hazard. Mr. Valiga wanted to know if there are any existing planting islands there now. Mr. Urban stated there is one at the current drop-off area. He stated that the additional parking spaces they propose to add is an ADA-accessible route, so adding curbing around that area would then require ADA ramps. Mr. Urban stated that there are existing islands, but they are grass with light poles, so they cannot add trees to those areas. Mr. Valiga stated that the waiver would help with the curbing but not the planting islands. Mr. Valiga stated that adding curbs could cause a tripping hazard. Mr. Valiga wanted to know if they would put in the planting strips if they waived the curbing requirement. Mr. Urban stated they would install grass planting strips. Mr. Urban stated that the handicap stalls that are mentioned on page 3 number (12) are providing more than what is required with the federal

guidelines. Mr. Brown agreed and stated that the number (12) would be removed from their review letter.

Mr. Valiga wanted to discuss Bowman's review letter dated March 14, 2024. Ms. Kearney stated that what is being proposed will not add any more beds. She stated they will be reducing the number of beds from 96 to 73. Mr. Dixon wanted to know if there would be an increase in employees. Ms. Kearney stated that they don't intend to increase the number of employees due to the decrease in beds. Mr. Dixon requested this should be addressed in their review letter stating that they are not increasing the number of employees as a result of the deduction of the beds (item # 7). Mr. Dixon stated that if everything is flushed and all the slopes are ADA-compliant; they should look at the vestibule area for ADA-detectable warning surfaces. Mr. Dixon stated since this is a new facility, they would have to allow access to the handicapped parking spaces. Ms. Kearney stated they would comply with the new signage and would not be providing any new improvements on the main road.

Mr. Valiga asked about Lower Gwynedd Township's Fire Marshal, Al Comly, review letter. Mr. Urban stated they are currently working with Mr. Comly regarding the driveway turning radius for the fire trucks. He stated they were supposed to have a meeting that day with Mr. Comly, but he wasn't available. They are aware that the existing driveway cannot handle the turning radius for the trucks. He stated that they are proposing to widen the curbs so the fire trucks can turn without backing up. Mr. Urban stated that they will continue to work with Mr. Comly to resolve this issue. Mr. Valiga wanted to know if they would comply with Mr. Comly's request for the Porte Cochere space to be sprinklered. Ms. Kearney stated they would comply.

A motion was made by Mr. Beardsley and seconded by Ms. Porreca to recommend the land development application for preliminary/final approval by the Board of Supervisors based on the following conditions by Mr. Valiga:

1. The applicant accepts all comments from Gilmore's review letter from March 14th as discussed during the meeting;
2. The applicant's request for a waiver for curbing should be granted, but the planting islands are still required;
3. The applicant will comply with Bowman's review letter dated March 14, 2024, MCPC review letter dated February 20, 2024;
4. The applicant will work with the Fire Marshal to reconfigure the driveway's turning radius to allow access for emergency vehicles.

The motion passed with a 6-0 vote.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:40 P.M.

Respectfully submitted,

Patty Furber, Secretary



## MEMORANDUM

**ATTN:** Board of Supervisors

**DATE:** Thursday, July 18, 2024

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

**SUBJ:** Proposed Small Wireless Facilities Ordinance Amendment-Authorization to Advertise

The Township Solicitor has prepared an ordinance amendment to the Lower Gwynedd Township Zoning Code that will add new definitions and provisions governing the installation of small wireless facilities in public street rights-of-way and municipal poles in accordance with Act 50 of 2021, the Small Wireless Facilities Deployment Act. The proposed ordinance amendment is attached to this memo for your review, as is Act 50 in case you have questions about it. Staff is requesting authorization to begin the ordinance amendment process which includes the finalization of the proposed ordinance text, commencement of the public notification and review process, agency review process, and advertisement of a public hearing. The ordinance will be before the BOS at a future meeting for action.

***Recommended motion: Motion to authorize staff to initiate the ordinance amendment process, including authorization to advertise the legal notice for a small wireless facilities ordinance amending Title VI, the Zoning Ordinance, in the Township Code.***

LOWER GWYNEDD TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA

BOARD OF SUPERVISORS  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWNSHIP OF LOWER GWYNEDD, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING CERTAIN PROVISIONS OF THE LOWER GWYNEDD TOWNSHIP ZONING CODE TO ADD A NEW CHAPTER 1295A, ENTITLED "SMALL WIRELESS FACILITIES," ADDING PROVISIONS GOVERNING THE INSTALLATION OF SMALL WIRELESS FACILITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND ALSO PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

BE IT ORDAINED AND ENACTED by the LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS (the "Board"), Montgomery County, Pennsylvania, as is hereby ordained and enacted by the authority of the same as follows:

**SECTION 1.     LEGISLATIVE INTENT.** The Board enacts this Article to govern use of public street rights-of-way and municipal poles in accordance with and as limited by Act 50 of 2021, The Small Wireless Facilities Deployment Act ("Act"). The Board recognizes the limitations of the Act on its powers and desires to regulate the public street rights-of-way and municipal poles to the maximum extent allowed by such Act. The Board further desires to limit, to the extent legally permissible, conflicts with other uses of the public street rights-of-way.

**SECTION 2.     AMENDMENT.** Title Six of the Code, entitled "Zoning," is hereby amended by adding the following definitions to Chapter 1250, §1250.04, as follows, incorporated into the existing definitions in alphabetical order:

**ADA.** The federal Americans with Disabilities Act, as amended, and all regulations adopted to implement such statute.

**FCC.** Federal Communications Commission or any agency successor thereto.

**ONE CALL.** The Pennsylvania One Call Act, the Act of December 10, 1974, P.L. 852, as amended, 73 P.S. §176 et seq., and all regulations adopted to implement such statute.

**PERSON(S).** Any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization, or any agent or subsidiary thereof, or government, or any agency or political subdivision thereof.

**RIGHT OF WAY.** The surface of and the space above and below the paved or unpaved portions of any public street, public road, public highway, public way, public alley, public sidewalk, and any other land dedicated or otherwise designated for the same now or hereafter held by the Township or other governmental entity.

**SMALL WIRELESS ACT.** The Small Wireless Facilities Deployment Act, the Act of June 30, 2021, P.L. 232, No. 50, 53 P.S. §11704.1 et seq., and as may be amended in the future.

**SMALL WIRELESS APPLICANT.** A Wireless Provider that submits an application for a Small Wireless Facility.

**SMALL WIRELESS APPLICATION.** A written application for the installation of a Small Wireless Facility, in the form and including content and information prescribed by the Township.

**SMALL WIRELESS FACILITY.** The equipment and network components, including antennas, transmitters and receivers, used by a Wireless Provider that meet the following qualifications: (1) Each antenna associated with the deployment is no more than three (3) cubic feet in volume; (2) The volume of all other equipment associated with the wireless facility, whether ground-mounted or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet. Any equipment used solely for the concealment of the Small Wireless Facility shall not be included in the calculation of equipment volume under this definition.

**TOWNSHIP.** Lower Gwynedd Township.

**UCC.** The Pennsylvania Uniform Construction Code, as adopted and administered by the Township.

**UNDERGROUND UTILITY DISTRICT.** An area designated by the Township within which poles, overhead wires and associated overhead structures are prohibited.

**WIRELESS PROVIDER.** A Person who provides wireless infrastructure or a wireless communications service provider using Small Wireless Facilities who/which has been granted a permit pursuant to this Ordinance.

**ZONING OFFICER.** The Person designated by the Board of Supervisors to administer the Zoning Code.

B. The following sections are added to the new Chapter 1295a. as follows:

§1295a.01. **Permit Application Requirements.** All Persons who desire to install a Small Wireless Facility within a right-of-way, whether by co-location or by the installation of a new utility pole, shall file a Small Wireless Application with the Zoning Officer.

§1295a.02. **Time and Manner of Submission of Applications.** All Small Wireless Application shall be submitted to the Township office, or filed electronically, on a day that the Township office is open to the public and during hours that the office is open to the public. A Small Wireless Application received within one (1) hour of close of business shall be considered filed on the next day that the Township office is open for business.

§1295a.03. **Application Consideration and Permit Issuance.**

A. Within ten (10) business days of receiving a Small Wireless Application, the Township shall determine whether the Small Wireless Application is incomplete. If incomplete, the Township shall provide written notice to the Small Wireless Applicant specifically identifying the missing information. All deadlines contained in this section shall restart upon the Small Wireless Application process.

B. A Small Wireless Application for co-location shall be approved or denied by the Township within sixty (60) days of the receipt of a completed Small Wireless Application.

C. A Small Wireless Application to replace an existing utility pole or install a new utility pole with the Small Wireless Facility attached, shall be approved or denied by the Township within ninety (90) days of receipt of the completed Small Wireless Application.

D. If there are deficiencies, the Township will provide the Small Wireless Applicant with written notice of the basis for denial.

E. The Small Wireless Applicant may cure the deficiencies and resubmit a revised Small Wireless Application within thirty (30) days.

F. The Township shall determine whether all deficiencies have been addressed. The Township will notify the Small Wireless Applicant of approval or denial, within thirty (30) days of the resubmittal.

G. Any resubmittal that addresses or changes other sections, shall afford the Township an additional fifteen (15) days to review the resubmittal and shall trigger an additional application fee to be paid by the Small Wireless Applicant with the resubmittal.

H. Once all requirements of the Act and this Chapter have been met, the Zoning Officer shall issue a permit to authorize installation of the Small Wireless Facility and an invoice for the right-of-way fee.

I. The proposed co-location, the modification or replacement of a utility pole or the installation of a new utility pole with Small Wireless Facilities attached, for which a permit is granted under this Chapter, shall be completed within one (1) year of the permit issuance date.

J. Subject to the permit requirements and the Wireless Provider's right to terminate at any time, the permit shall authorize the operation and maintenance of the Small Wireless Facility and any associated equipment on the utility pole covered by the permit, for a period of five (5) years, which shall be renewed for two additional five (5)-year periods if the permit holder is in compliance with the criteria set forth in this Chapter and the Act, and the permit holder has obtained all necessary consent from the utility pole owner.

**§1295a.04. Design Standards.** All Small Wireless Facilities to be installed and maintained within the right-of-way, shall meet all of the following requirements:

A. The Small Wireless Facility and all associated equipment shall meet the size and height limits of the Act.

B. The Small Wireless Facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians and/or motorists or to otherwise inconvenience public use of the right-of-way. This shall include, but not be limited to, any interference with compliance with the ADA.

C. A new pole shall not be located within ten (10) feet of an existing driveway or street intersection. A new pole shall not be located within any storm water management facility including, but not limited to, any swale or rain garden. A new pole shall not be located within eighteen (18) inches of the face of the curb.

D. Small Wireless Facility equipment mounted on a pole, shall have a clearance of not less than eighteen (18) feet if located over a cartway and not less than ten (10) feet if not located over a cartway.

E. Ground-mounted accessory equipment, walls, or landscaping shall not be located within any storm water management facility including, but not limited to, any swale or rain garden or within eighteen (18) inches of the face of the curb.

F. A new pole or ground mounted accessory equipment, walls or landscaping shall not be located in an easement extending onto property adjoining the right-of-way, without the written permission of the easement holder.

G. Ground-mounted accessory equipment that cannot be placed underground shall be screened, to the fullest extent possible, through the use of landscaping or other decorative features. Any required electrical meter cabinets shall the screened to blend in with the surrounding area.

H. All underground facilities shall be designed and installed in a manner which will not require the removal or relocation of any storm water management facility or underground utility.

I. If the proposed Small Wireless Facility is to be placed on or near a significant historic building, the Small Wireless Facility and wireless support structures shall be located so as not to be located along the frontage of any building deemed to be of historic significance on a federal, state, or local level.

**§1295a.05 Small Wireless Facilities In Underground District.**

A. In any officially designated underground utility district of the Township in which all cable facilities and utility facilities, other than municipal poles and attachments, are required to be placed underground, and in which municipal poles may be replaced, any Person wishing to place a Small Wireless Facility shall also meet any additional requirements of the underground utility district.

B. Persons wishing to place a Small Wireless Facility in an underground utility district may apply for a waiver from the requirements of the underground utility district. After an application for a waiver is received by the Township, the Township shall hold a public hearing on the request for a waiver. In order to be considered, the request for a waiver must include a letter from the owner of the property where the small cell facility is to be placed, consenting to the waiver request.

**§1295a.06 Maintenance of Small Wireless Facilities.** The Wireless Provider shall maintain the Small Wireless Facility in a manner that meets or exceeds all of the design standards of this Chapter and all UCC standards. If the Small Wireless Facility is the only facility on a pole, the Wireless Provider shall maintain the pole in accordance with this Chapter and all applicable requirements. The Wireless Provider shall remove any graffiti on the Small Wireless Facility, including but not limited to ground-mounted accessory equipment, within thirty (30) days after notice from the Township to do so.

**§1295a.07 Damage to Existing Facilities.**

A. A Wireless Provider shall repair all damage to the right-of-way or any other land so disturbed, directly caused by the activities of the Wireless Provider or the Wireless Provider's contractors, including installation of the Small Wireless Facility or the failure to properly maintain the Small Wireless Facility, and return the right-of-way in as good of condition as it existed prior to any work being done in the right-of-way by the Wireless Provider or damage resulting from the failure to maintain the Small Wireless Facility. If the Wireless Provider fails to make the repairs required by the Township within thirty (30) days after written notice, the Township may perform those repairs and charge the Wireless Provider the reasonable, documented cost of the repairs plus a penalty of Five Hundred Dollars (\$500.00).

B. The Wireless Provider who has failed to make the required repairs shall not be eligible to receive a new permit from the Township until the Wireless Provider has paid the amount assessed for the repair costs and the assessed penalty or has deposited the amount assessed for the repair costs and the assessed penalty in escrow with the court adjudicating the merits of the dispute.

C. A Wireless Provider shall fully indemnify and hold the Township and its officers, employees and agents harmless against any claims, lawsuits, judgments, costs, liens, expenses or fees or any other damages caused by the act, error or omission of the Wireless Provider or its officers, agents, employees, directors, contractors or subcontractors while installing, repairing or maintaining Small Wireless Facilities or utility poles within the right-of-way.

**§1295a.08 Annual Right-of-Way Fee.** In accordance with Section 3(c) of the Act, the Township hereby imposes an annual fee for the use of right-of-way in the amount of Two Hundred Seventy Dollars (\$270.00) per Small Wireless Facility or Two Hundred Seventy Dollars (\$270.00) per new utility pole with a Small Wireless Facility.

The annual fee shall become effective beginning on January 1, 2022, and shall be imposed for each calendar year or portion thereof during which a Small Wireless Facility is located in a right-of-way. The owner of each Small Wireless Facility installed within the Township shall be responsible to pay such right-of-way fee whether or not such provider receives an invoice from the Township. The fee will be due by January 31 of the calendar year for the calendar year to which the fee relates.

A. The failure to pay the annual right-of-way fee shall be a violation of this Chapter and shall be subject to the penalties and remedies in this Chapter.

B. If the annual right-of-way fee is not paid in full by January 31 of the calendar year, a penalty of ten (10%) percent of the annual fee shall be added. If the annual fee plus penalty is not paid in full by March 31 of the calendar year, interest at the rate of one (1%) percent per month shall continue until the annual right-of-way fee, penalty, and interest are paid in full.

C. The annual fee may be adjusted upward by resolution of the Board of Supervisors as authorized by Section 7(c) of the Act.

D. The owner of each Small Wireless Facility installed within a right-of-way on the effective date of this Chapter shall provide the Township with a report identifying each existing Small Wireless Facility identifying the location of such Small Wireless Facility, the dimensions of such Small Wireless Facility, and the date of installation of the Small Wireless Facility. This report shall include the name and contact information for the owner of the Small Wireless Facilities, including the address to send invoices for the annual right-of-way fee and any notices under this Chapter.

E. The owner of each Small Wireless Facility shall provide the Township with up-to-date contact information. If ownership of a Small Wireless Facility changes, the new owner of the Small Wireless Facility shall provide notice and new contact information to the Township within thirty (30) days.

**§1295a.09 Application Fees.** A Small Wireless Applicant for a permit to install a Small Wireless Facility shall include those fees specified in the Township's General Fee Schedule, which may be adjusted upward by resolution of the Board of Supervisors as authorized by Section 7(c) of the Act.

**§1295a.10 Removal of Small Wireless Facilities.**

A. Within sixty (60) days of suspension or revocation of a permit due to noncompliance with this article or the Act, the Wireless Provider shall remove the Small Wireless Facility and any associated equipment, including the utility pole and any support structures if the permit holder's wireless facilities and associated equipment are the only facilities on the utility pole, after receiving adequate notice and an opportunity to cure any noncompliance.

B. Within ninety (90) days of the end of a permit term or an extension of the permit term, the permit holder shall remove the Small Wireless Facility and any associated equipment, including the utility pole and any support structures if the permit holder's wireless facilities and associated equipment are the only facilities on the utility pole.

C. A Wireless Provider which elects to discontinue the use of a Small Wireless Facility shall notify the Township in writing not less than forty-five (45) days prior to the discontinuance of use of the Small Wireless Facility, which notice shall specify when and how the Wireless Provider will remove the Small Wireless Facility and, if applicable, the pole. The Wireless Provider shall complete the removal within forty-five (45) days of the discontinuance of the use of the Small Wireless Facility. A permit issued under this Article for a Small Wireless Facility which is voluntarily removed shall expire upon the removal of the Small Wireless Facility.

**§1295a.11 Removal if use is discontinued or abandoned.**

A. If a Small Wireless Facility is discontinued for a period of one hundred twenty (120) days or is abandoned without notice from the owner, it shall be considered abandoned and the Township may remove it at the owner's expense if the Township provides written notice of its intent to remove under this section and, within thirty (30) days after receipt of such written notice, the owner of the does not reply to the Township, in writing, that the Small Wireless Facility continues to be in operation. Costs for such removal shall be collectible as allowed by law.

B. The Township reserves the right to inspect and to request information from the owner, which the owner shall provide following such request, as to the continued use of the operator's Small Wireless Facility within the right-of-way.

C. The Township reserves the right (unless prohibited by law) to require the owner of the Small Wireless Facility to provide financial security to the Township sufficient to cover the costs of removal of the Small Wireless Facility if such use is discontinued or abandoned. The Small Wireless Small Wireless Applicant shall submit an estimate of such removal costs to the Township Engineer for review and approval of same. Said financial security shall remain in place until said facility is removed.

**§1295a.11 Safety Requirements.**

A. Prevention of failures and accidents. Any person who owns or operates a portion of a Small Wireless Facility sited in the public right-of-way shall always employ ordinary and reasonable care and install and maintain it using industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

B. Compliance with Fire Safety and FCC regulations. A Small Wireless Facility, including, but not limited to, wires, cables, fixtures, and other equipment, shall be installed and maintained in compliance with the requirements of any applicable provisions of the National Electric Code and building codes, and in such manner that will not interfere with the use of other property or any existing public/private utilities or public safety systems.

C. Each attachment of wireless facilities should bear a marker or insignia legible at street level identifying the owner of the Small Wireless Facility and contact information.

**§1295a.12 Exceptions to applicability.** Nothing in this Chapter authorizes the co-location of small wireless facilities on:

A. Property owned by a private party without the written consent of the property owner;

B. Property owned or controlled by a unit of local government that is not located within public rights-of-way without the written consent of the unit of local government. (Local governments are, however, required to authorize the co-location of small wireless facilities on utility poles owned or controlled by the local government or located within rights-of-way to the same extent the local government permits access to utility poles for other commercial projects or uses.);

C. A privately owned utility pole or wireless support structure, without the consent of the property owner; or

D. Property owned, leased or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes, without the consent of the affected district.

**§1295a.13 Appeals and consistency with state and federal laws.**

The appeals process shall be as provided and set forth by state and federal laws, including any rulings issued by the Federal Communications Commission. The provisions contained herein regulating small wireless facilities are intended to comply with federal and state laws and regulations in effect as of the date of adoption of this chapter. To the extent that any of the provisions in this chapter conflict with any federal or state statute or regulations, the federal or state statutes or regulations shall control unless the applicable federal or state statutes or regulations allow for more stringent provisions in local ordinances, in which case the more stringent provisions of local ordinances shall remain in effect and shall control in such instances.

**§1295a.14 Severability.** The provisions of this chapter are severable. If any provision or subsection, or the application of any provision or subsection to any person or circumstances, is held invalid, the remaining provisions, subsection, and applications of such chapter to other persons or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in this Chapter when originally adopted by the Board of Supervisors.

**§1295a.15 Violations and Penalties.**

A. **Violations.** It shall be a violation of this Chapter to do or permit the following:

1. To install a Small Wireless Facility prior to obtaining the permit required by this Chapter.
2. To install a Small Wireless Facility in a manner other than that authorized by the permit.
3. To place any false or misleading information on an application including, but not limited to, incorrectly identifying the right-of-way width, the identity of the owner of a utility pole, the precise location of the utility pole, or the size and location of any proposed or existing equipment.
4. To fail to make any payment required by this Chapter or to make a payment by a means which is later dishonored.
5. To violate any other provision of this Chapter.

B. **Penalties.** Any Person who violates or permits the violation of any provision of this Chapter shall be liable upon summary conviction therefor to fines and penalties of not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Dollars (\$1,000.00) plus all costs of prosecution, including attorneys' fees, which costs, fines, fees and penalties may be collected as provided by law. Each day that a violation continues and each Section of this Chapter that is violated constitutes a separate violation.

**SECTION 3. SEVERABILITY.** The provisions of this Ordinance shall be severable and, if any of the provisions hereof shall be held to be invalid or unenforceable, the remaining provisions of this Ordinance shall remain in effect.

**SECTION 4. REPEALER.** All Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as some affect this Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately.

*SIGNATURES COMMENCE ON THE FOLLOWING PAGE*

**ENACTED AND ORDAINED** by the Lower Gwynedd Township Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

***ATTEST:***

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

\_\_\_\_\_  
**MIMI GLEASON, TOWNSHIP MANAGER**

By: \_\_\_\_\_  
**DANIELLE A. DUCKETT, CHAIRPERSON**

**DRAFT**

An Act

Providing for small wireless facilities deployment.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Short title.

This act shall be known and may be cited as the Small Wireless Facilities Deployment Act.

Section 2. Definitions.

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Antenna." Telecommunications equipment that transmits and receives electromagnetic radio signals used in the provision of all types of wireless telecommunications services.

"Applicable codes." Any of the following:

(1) Uniform building, fire, electrical, plumbing or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.

(2) Local zoning, land use, streets and sidewalks, rights-of-way and permitting ordinances that comply with this act.

"Applicant." A communications service provider that submits an application.

"Application." A request submitted by an applicant to a municipality:

(1) for a permit to collocate small wireless facilities; or

(2) to approve the installation, modification or replacement of a utility pole with small wireless facilities attached.

"Cable facility." Buildings, other structures and equipment used by the owner or operator of a cable television system to provide service. As used in this definition, the term "cable system" shall have the meaning given to it in section 602(6) of the Cable Communications Policy Act of 1984 (Public Law 98-549, 47 U.S.C. § 522(7)).

"Collocation" or "collocate." To install, mount, maintain, modify or replace small wireless facilities on an existing utility pole or other wireless support structure.

"Communications facility." A set of equipment and network components, including wires and cables and associated facilities, used by a communications service provider to provide a communications service.

"Communications service provider." Any of the following:

(1) A cable operator as defined in section 602(4) of the Cable Communications Policy Act of 1984 (Public Law 98-549, 47 U.S.C. § 522(5)).

(2) A provider of information service as defined in section 3(20) of the Communications Act of 1934 (48 Stat. 1064, 47 U.S.C. § 153(24)).

(3) A telecommunications carrier as defined in section 3(44) of the Communications Act of 1934 (48 Stat. 1064, 47 U.S.C. § 153(51)).

(4) A wireless provider.

"Decorative pole." A municipal pole that is specially designed and placed for aesthetic purposes.

"FCC." The Federal Communications Commission.

"Historic district or building." A building that is or a group of buildings, properties or sites that are:

(1) Listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register.

(2) Determined to be eligible for listing by the Keeper of the National Register of Historic Places who has been delegated the authority by a Federal agency to list properties and determine their eligibility for the National Register of Historic Places in accordance with section VI.D.1.a.i-v of the Nationwide Programmatic Agreement for Review Regarding the Section 106 National Historic Preservation Act Review Process as specified under 47 CFR Pt. 1, App. C (relating to Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process).

(3) Marked as a historical site by the Pennsylvania Historical and Museum Commission pursuant to 37 Pa.C.S. (relating to historical and museums).

(4) Within a historic district created pursuant to the act of June 13, 1961 (P.L.282, No.167), entitled "An act authorizing counties, cities, boroughs, incorporated towns and townships to create historic districts within their geographic boundaries; providing for the appointment of Boards of Historical Architectural Review; empowering governing bodies of political subdivisions to protect the distinctive historical character of these districts and to regulate the erection, reconstruction, alteration, restoration, demolition or razing of buildings within the historic districts."

"Micro wireless facility." A small wireless facility that:

(1) does not exceed two cubic feet in volume; and

(2) has an exterior antenna no longer than 11 inches.

"Modification" or "modify." The improvement, upgrade or replacement of a small wireless facility or an existing utility pole that does not substantially change, as defined in 47 CFR 1.6100(b)(7) (relating to wireless facility modifications), the physical dimension of the small wireless facility or utility pole.

"Municipality." Any of the following:

(1) A city of the first, second, second class A or third class.

(2) A borough.

(3) An incorporated town.

(4) A township of the first or second class.

(5) A county.

(6) A home rule municipality.

(7) A similar general purpose unit of government established by the General Assembly.

"Municipal pole." A utility pole owned, managed or operated by or on behalf of a municipality.

"Right-of-way." The area on, below or above a public roadway, highway, street, sidewalk, alley, utility easement or similar property. The term does not include a Federal interstate highway.

"Small wireless facility." The equipment and network components, including antennas, transmitters and receivers, used by a wireless provider that meet the following qualifications:

(1) Each antenna associated with the deployment is no more than three cubic feet in volume.

(2) The volume of all other equipment associated with the wireless facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet. Any equipment used solely for the concealment of the small wireless facility shall not be included in the calculation of equipment volume under this paragraph.

"Technically feasible." By virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its

design or site location can be implemented without a material reduction in the functionality of the small wireless facility.

"Utility facility." Buildings, other structures and equipment owned or operated by a public utility, as defined in 66 Pa.C.S. § 102 (relating to definitions), to provide service.

"Utility pole." A pole or similar structure that is or may be used, in whole or in part, by or for telecommunications, electric distribution, lighting, traffic control, signage or a similar function or for collocation. The term includes the vertical support structure for traffic lights but does not include wireless support structures or horizontal structures to which signal lights or other traffic control devices are attached.

"Wireless facility." As follows:

(1) Equipment at a fixed location that enables wireless service between user equipment and a communications network, including any of the following:

(i) Equipment associated with wireless services.

(ii) Radio transceivers, antennas, coaxial or fiber optic cables, regular and backup power supplies or comparable equipment, regardless of technological configuration.

(2) The term includes a small wireless facility.

(3) The term does not include any of the following:

(i) The structure or improvements on, under or within which the equipment is collocated.

(ii) The coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna.

"Wireless infrastructure provider." A person authorized by the Pennsylvania Public Utility Commission to provide telecommunications service in this Commonwealth that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures but is not a wireless services provider.

"Wireless provider." A wireless infrastructure provider or a wireless services provider.

"Wireless services." Services, whether at a fixed location or mobile, using a licensed or unlicensed spectrum, provided to the public using wireless facilities.

"Wireless services provider." A person who provides wireless services.

"Wireless support structure." The term shall have the same meaning given to it in the act of October 24, 2012 (P.L.1501, No.191), known as the Wireless Broadband Collocation Act.

Section 3. Use of right-of-way for small wireless facilities and utility poles with small wireless facilities attached.

(a) Applicability.--The provisions of this section shall only apply to activities of a wireless provider within the right-of-way to deploy small wireless facilities and associated new utility poles with small wireless facilities attached.

(b) Exclusive use prohibited.--A municipality shall not enter into an exclusive arrangement with any person for use of the right-of-way for:

(1) collocation; or

(2) the installation, operation, modification or replacement of utility poles with small wireless facilities attached.

(c) Right-of-way rates and fees.--Subject to the fee adjustment requirements under section 7(c), a municipality shall have the right to charge an annual fee for the use of the right-of-way. An annual right-of-way fee shall not exceed \$270 per small wireless facility or \$270 per new utility pole with a small wireless facility unless a municipality demonstrates all of the following:

(1) The annual right-of-way fee is a reasonable

approximation of the municipality's costs to manage the right-of-way.

(2) The municipality's costs under paragraph (1) are reasonable.

(3) The annual right-of-way fee is nondiscriminatory.

(d) Right of access.--

(1) Under the provisions of this act, in accordance with applicable codes, and with the permission of the owner of the structure, a wireless provider shall have the right to perform the following within the right-of-way:

(i) Collocate.

(ii) Replace an existing utility pole or install a new utility pole with attached small wireless facilities.

(2) All structures and facilities shall be installed and maintained so as not to obstruct nor hinder travel or public safety within the right-of-way or obstruct the legal use of the right-of-way by the municipality and utilities.

(e) Size limits.--

(1) Each new or modified small wireless facility installed in the right-of-way shall be installed on an existing utility pole or a new utility pole subject to the following:

(i) The installation of a small wireless facility on an existing utility pole shall not extend more than five feet above the existing utility pole.

(ii) If collocation on an existing utility pole cannot be achieved under section 4(i), a small wireless facility may be installed on a new or replacement utility pole. The maximum permitted height of the facility, which shall include the utility pole and small wireless facility, shall not be taller than 50 feet above ground level.

(2) Subject to the provisions of this act, a wireless provider may collocate or install a new utility pole with small wireless facilities attached that exceeds these height limits by including a height limit waiver request or variances in the application. Height limit waivers or variances shall be processed subject to applicable codes.

(f) Underground district.--A wireless provider shall comply with reasonable and nondiscriminatory requirements that prohibit communications service providers from placing or installing structures in the right-of-way in an area designated solely for underground or buried cable facilities and utility facilities if the municipality:

(1) Requires all cable facilities and utility facilities, other than municipal poles and attachments, to be placed underground by a date certain that is three months prior to the submission of the application.

(2) Does not prohibit the replacement of municipal poles in the designated area.

(3) Permits wireless providers to seek a waiver of the underground requirements for the installation of a new utility pole to support small wireless facilities. Upon the submission of a request for a waiver by a wireless provider, the municipality may require a public hearing and, with the approval of the property owner, permit a waiver request. Waivers shall be addressed in a nondiscriminatory manner and in accordance with applicable codes.

(g) Historic district or building.--Except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4) (relating to actions that may have a significant environmental effect, for which Environmental Assessments (EAs) must be prepared), a municipality may require reasonable, technically feasible, nondiscriminatory and technologically neutral design or concealment measures in a historic district or on historic buildings. Any design or concealment measures may not have the effect of prohibiting any

concealment measures may not have the effect of prohibiting any provider's technology or be considered a part of the small wireless facility for purposes of the size restrictions of small wireless facilities.

(h) Design guidelines.--A municipality may develop objective design guidelines for a small wireless facility regarding the minimization of aesthetic impact in accordance with the following:

(1) The design guidelines shall be technically feasible.

(2) The design guidelines may not have the effect of prohibiting the wireless provider's technology.

(3) The design guidelines may not unreasonably discriminate among wireless providers of functionally equivalent services.

(i) Damage and repair.--A wireless provider shall repair all damage to the right-of-way or any other land so disturbed, directly caused by the activities of the wireless provider or the wireless provider's contractors and return the right-of-way in as good of condition as it existed prior to any work being done in the right-of-way by the wireless provider. If the wireless provider fails to make the repairs required by the municipality within 30 days after written notice, the municipality may perform those repairs and charge the wireless provider the reasonable, documented cost of the repairs plus a penalty not to exceed \$500. The municipality may suspend the ability of an applicant to receive a new permit from the municipality until the applicant has paid the amount assessed for the repair costs and the assessed penalty. The municipality may not suspend the ability of an applicant to receive a new permit that has deposited the amount assessed for the repair costs and the assessed penalty in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(j) Communications services.--The approval of the installation, placement, maintenance or operation of a small wireless facility under this section shall not authorize the provision of any communications services without compliance with all applicable laws or the installation, placement, maintenance or operation of any communications facilities other than wireless facilities and associated utility poles in the right-of-way.

Section 4. Permitting process for small wireless facilities and utility poles within right-of-way.

(a) Applicability.--The provisions of this section shall apply to a municipality's permitting of small wireless facilities by a wireless provider or the installation, modification and replacement of utility poles with small wireless facilities attached by a wireless provider within the right-of-way.

(b) Review.--An application under this section shall be treated as a permitted use in all areas of a municipality, except underground districts in accordance with section 3(f), and reviewed by municipal staff for conformance with applicable codes. Such applications shall not be subject to discretionary zoning review, including conditional use or special exception requirements.

(c) Permits.--

(1) A municipality may require an applicant to obtain one or more permits of general applicability to perform the following within the right-of-way:

(i) Collocate, maintain and modify small wireless facilities.

(ii) Replace existing utility poles for collocation.

(iii) Install new utility poles with attached small wireless facilities.

(2) Permits of general applicability shall not apply exclusively to small wireless facilities. A municipality shall receive applications for collocation or for installation,

modification or replacement of utility poles with small wireless facilities attached and process and issue permits, subject to the requirements of applicable codes. The following apply:

(i) A municipality may not directly or indirectly require an applicant to perform services or provide goods unrelated to the permit, such as in-kind contributions to the municipality, including reserving fiber, conduit or pole space for the municipality.

(ii) An applicant shall not be required to provide justification for capacity or radio frequency. An applicant may be required to:

(A) Include documentation with an application that includes construction and engineering drawings, demonstrates compliance with the criteria specified under subsection (f) and includes all necessary approvals from the pole owner.

(B) Self-certify that the filing and approval of the application is required by the wireless provider to provide additional capacity or coverage for wireless services. Nothing in this subsection shall be construed to permit a municipality to require an applicant to submit information about an applicant's business decisions with respect to its service, customer demand for service or quality of service.

(C) Include documentation showing compliance with design guidelines consistent with section 3(h).

(d) Completed application.--Within 10 business days of receiving an application, a municipality must determine and notify the applicant in writing whether the application is incomplete. If an application is incomplete, the notice must specifically identify the missing information. The processing deadline shall restart at zero on the date the applicant provides the missing information. The processing deadline may be tolled by agreement of the applicant and the municipality.

(e) Deadlines.--An application shall be processed on a nondiscriminatory basis and deemed approved if the municipality fails to approve or deny the application within 60 days of receipt of a complete application to collocate and within 90 days of receipt of a complete application to replace an existing utility pole or install a new utility pole with small wireless facilities attached. A permit associated with an application deemed approved under this subsection shall be deemed approved if the municipality fails to approve or deny the permit within seven business days after the date of filing the permit application with the municipality unless there is a public safety reason for the delay.

(f) Denial.--

(1) A municipality may deny an application under this section only if any of the following apply:

(i) The small wireless facility materially interferes with the safe operation of traffic control equipment, sight lines or clear zones for transportation or pedestrians or compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 327) or similar Federal or State standards regarding pedestrian access or movement.

(ii) The small wireless facility fails to comply with applicable codes.

(iii) The small wireless facility fails to comply with the requirements specified under this act.

(iv) The applicant fails to submit a report by a qualified engineering expert which shows that the small wireless facility will comply with applicable FCC regulations.

(2) Within the time frame established under subsection

(e), the municipality shall document the basis for a denial, including the specific provisions of applicable codes on which the denial was based, and send the documentation to the applicant within five business days of the denial.

(3) The applicant may cure the deficiencies identified by the municipality and resubmit the application within 30 days of receiving the written basis for the denial without being required to pay an additional application fee. The municipality shall approve or deny the revised application within 30 days of the application being resubmitted for review or the resubmitted application shall be deemed approved 30 days after resubmission. Any subsequent review shall be limited to the deficiencies cited in the denial. If the resubmitted application addresses or changes other sections of the application that were not previously denied, the municipality shall be given an additional 15 days to review the resubmitted application and may charge an additional fee for the review.

(g) Consolidated application.--An applicant seeking to collocate within the jurisdiction of a single municipality shall be allowed at the applicant's discretion to file a consolidated application for collocation of multiple small wireless facilities as follows:

(1) The consolidated application does not exceed 20 small wireless facilities.

(2) The denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same consolidated application.

(3) A single applicant may not submit more than one consolidated or 20 single applications in a 30-day period in a municipality with a population of less than 50,000. If a municipality with a population of less than 50,000 receives more than one consolidated application or 20 single applications within a 45-day period, the processing deadline shall be extended 15 days in addition to the processing deadline specified under subsection (d) to allow the municipality to complete its initial review under subsection (d).

(4) The following apply:

(i) For the purpose of counting the number of small wireless facilities each applicant has before a single municipality at a given time, small wireless facilities and poles that a wireless provider applicant has requested a third party to deploy and that are included in a pending application by the third party shall be counted as pending requests by the wireless provider applicant.

(ii) An application tolled under paragraph (3) shall count towards the total number of applications included in a consolidated application unless the application is withdrawn by the applicant. As the processing of applications is completed, the municipality shall begin processing previously tolled applications in the order in which the tolled applications were submitted, unless the applicant specifies a different order.

(h) Time limit for work.--The proposed collocation, the modification or replacement of a utility pole or the installation of a new utility pole with small wireless facilities attached for which a permit is granted under this section shall be completed within one year of the permit issuance date unless the municipality and the applicant agree in writing to extend the period.

(i) Utility poles.--When applying to install a new utility pole under this act, the municipality may require the wireless provider to demonstrate that it cannot meet the service reliability and functional objectives of the application by

reliability and functional objectives of the application by collocating on an existing utility pole or municipal pole instead of installing a new utility pole. The municipality may require the wireless provider to self-certify that the wireless provider has made this determination in good faith and to provide a documented summary of the basis for the determination. The wireless provider's determination shall be based on whether the wireless provider can meet the service objectives of the application by collocating on an existing utility pole or municipal pole on which:

- (1) The wireless provider has the right to collocation.
- (2) The collocation is technically feasible and would not impose substantial additional cost.
- (3) The collocation would not obstruct or hinder travel or have a negative impact on public safety.

(j) Approval.--Approval of an application authorizes the applicant to:

(1) Collocate on an existing utility pole, modify or replace a utility pole or install a new utility pole with small wireless facilities attached as identified in the initial application.

(2) Subject to the permit requirements and the applicant's right to terminate at any time, operate and maintain small wireless facilities and any associated equipment on a utility pole covered by the permit for a period of not less than five years, which shall be renewed for two additional five-year periods if the applicant is in compliance with the criteria set forth in this act or applicable codes consistent with this act and the applicant has obtained all necessary consent from the utility pole owner.

(k) Removal of equipment.--

(1) Within 60 days of suspension or revocation of a permit due to noncompliance with this act or applicable codes consistent with this act, the applicant shall remove the small wireless facility and any associated equipment, including the utility pole and any support structures if the applicant's wireless facilities and associated equipment are the only facilities on the utility pole, after receiving adequate notice and an opportunity to cure any noncompliance.

(2) Within 90 days of the end of a permit term or an extension of the permit term, the applicant shall remove the small wireless facility and any associated equipment, including the utility pole and any support structures if the applicant's wireless facilities and associated equipment are the only facilities on the utility pole.

(l) Moratorium prohibited.--A municipality may not institute, either expressly or de facto, a moratorium on:

- (1) filing, receiving or processing applications; or
- (2) issuing permits for:

- (i) collocation;
- (ii) modification or replacement of utility poles to support small wireless facilities; or
- (iii) installation of new utility poles to support small wireless facilities.

(m) When applications not required.--

(1) A municipality shall not require an application for:

- (i) Routine maintenance or repair work.
- (ii) The replacement of small wireless facilities with small wireless facilities that are substantially similar or the same size or smaller and still qualify as a small wireless facility.

(iii) The installation, placement, maintenance, operation or replacement of micro wireless facilities that are strung on cables between existing utility poles by or for a communications service provider authorized to occupy

the right-of-way, in compliance with the National Electrical Safety Code.

(2) A municipality may require a permit to perform work within the right-of-way for the activities under paragraph (1) or subsection (c), if applicable for work that involves excavation, closure of a sidewalk or closure of a vehicular lane. Permits shall be subject to the requirements provided in this act or applicable codes consistent with this act.

(n) Application fees.--Subject to the fee adjustment requirements under section 7(c), a municipality shall have the right to charge an application fee for the review of a permit application and plans submitted for the work to be done within the right-of-way. A municipality may charge a one-time application fee of up to the following:

(1) Five hundred dollars for an application seeking approval for no more than five collocated small wireless facilities and up to \$100 for each collocated small wireless facility beyond five.

(2) One thousand dollars for an application seeking approval of a small wireless facility that requires the installation of a new or replacement utility pole.

Section 5. Access to municipal poles within right-of-way.

(a) Applicability.--The provisions of this section shall apply to activities of the wireless provider within a right-of-way.

(b) Exclusive use prohibited.--A municipality may not enter into an exclusive arrangement with any person for the right to collocate on municipal poles.

(c) Collocation.--A municipality shall allow collocation on municipal poles using the process required under this act and applicable codes unless the small wireless facility would cause structural or safety deficiencies to the municipal pole, in which case the municipality and applicant shall work together for any make-ready work or modifications or replacements that are needed to accommodate the small wireless facility. All structures and facilities shall be installed and maintained so as not to obstruct nor hinder travel or public safety within the right-of-way.

(d) Rates.--Subject to the fee adjustment requirements under section 7(c), a municipality shall not charge a wireless provider a fee to collocate on municipal poles.

(e) Implementation and make-ready work.--

(1) The rates, fees and terms and conditions for the make-ready work to collocate on a municipal pole must be nondiscriminatory, competitively neutral and commercially reasonable and must comply with this act.

(2) The municipality shall provide a good faith estimate for any make-ready work necessary to enable the municipal pole to support the requested collocation by a wireless provider, including pole replacement if necessary, within 60 days after receipt of a complete application. Make-ready work, including pole replacement, shall be completed within 60 days of written acceptance of the good faith estimate by the applicant. A municipality may require replacement of the municipal pole only if the municipality demonstrates that the collocation would make the municipal pole structurally unsound.

(3) The municipality shall not require more make-ready work than required to meet applicable codes or industry standards. Fees for make-ready work on a nonreplacement municipal pole shall not include costs related to preexisting or prior damage or noncompliance. Fees for make-ready work, including replacement, shall not exceed actual costs or the amount charged to other similarly situated communications service providers for similar work and shall not include any consultant fees or expenses that are charged on a contingency basis.

(f) Future use.--A municipality may reserve space on an

existing municipal pole for future public safety or transportation uses in a documented and approved plan as adopted at the time an application is filed. A reservation of space shall not preclude collocation, the replacement of an existing utility pole or the installation of a new utility pole. If the replacement of a municipal pole is necessary to accommodate collocation and the reserved future use, the wireless provider shall pay for the replacement municipal pole and the municipal pole shall accommodate the future use.

#### Section 6. Local authority.

Subject to the provisions of this act and applicable Federal and State laws and regulations, nothing in this act shall be construed to:

(1) Limit or preempt the scope of a municipality's zoning, land use, planning, streets and sidewalks, rights-of-way and permitting authority as it relates to small wireless facilities.

(2) Grant the authority to a municipality to exercise zoning jurisdiction over the design, engineering, construction, installation or operation of a small wireless facility located in an interior structure or on the site of a campus, stadium or athletic facility not owned or controlled by the municipality. Nothing in this act authorizes the Commonwealth or any municipality to require small wireless facility deployment or to regulate wireless services.

#### Section 7. Implementation.

(a) Ordinances.--A municipality may adopt ordinances that comply with this act and shall amend existing ordinances as necessary to comply with this act. If a municipality does not adopt an ordinance that complies with this act within 60 days of the effective date of this section, applications seeking permits to collocate, modify or replace existing utility poles or install new utility poles shall be processed in compliance with this act. A municipality shall not require a wireless provider to enter into an agreement to implement this act. Nothing in this subsection shall be construed to prohibit an agreement between a municipality and a wireless provider to implement this act if nondiscriminatory and entered into voluntarily.

(b) Agreements.--All agreements between municipalities and wireless service providers that are in effect on the effective date of this act shall remain in effect, subject to any termination provisions in the agreements. When an application is submitted after the effective date of this act, a wireless provider may elect to have the rates, fees, terms and conditions established under this act apply to the small wireless facility or utility pole installed after the effective date of this act.

(c) Rate or fee adjustments.--

(1) If the FCC adjusts its levels for fees for small wireless facilities, a municipality may adjust any impacted rate or fee under sections 3(c), 4(n) or 5(d), on a pro rata basis, and consistent with the FCC's adjustment.

(2) If, in a final adjudication not subject to further appeal or to review by the United States Supreme Court, a Federal court reviewing Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, et al., Declaratory Ruling and Third Report and Order, WT Docket No. 17-79 and WC Docket No. 17-84, FCC 18-133 (released September 27, 2018), reverses or repeals the rates outlined in that FCC order, then the monetary caps under sections (3)(c), (4)(n) and (5)(d) may increase 3% annually beginning January 1, 2021, at the discretion of a municipality.

#### Section 8. Indemnification.

Except for a wireless provider with an existing agreement to occupy and operate in a right-of-way, a wireless provider shall fully indemnify and hold the municipality and its officers

fully indemnify and hold the municipality and its officers, employees and agents harmless against any claims, lawsuits, judgments, costs, liens, expenses or fees or any other damages caused by the act, error or omission of the wireless provider or its officers, agents, employees, directors, contractors or subcontractors while installing, repairing or maintaining small wireless facilities or utility poles within the right-of-way. A wireless provider shall not be required to indemnify for an act of negligence or willful misconduct by the municipality, its elected and appointed officials, employees and agents.

#### Section 9. General requirements for uses of rights-of-way.

The following apply:

(1) Structures and facilities deployed by a wireless provider under this act shall be constructed, maintained and located in a manner as to not obstruct, endanger or hinder the usual travel or public safety on a right-of-way, damage or interfere with other utility facilities located within a right-of-way or interfere with the other utility's use of the utility's facilities located or to be located within the right-of-way.

(2) The construction and maintenance of structures and facilities by the wireless provider shall comply with the 2017 National Electrical Safety Code and all applicable laws, ordinances and regulations for the protection of underground and overhead utility facilities.

(3) An applicant or the applicant's affiliate shall ensure that a contractor or subcontractor performing construction, reconstruction, demolition, repair or maintenance work on a small wireless facility deployed under this act meets and attests to all of the following requirements:

(i) Maintain all valid licenses, registrations or certificates required by the Federal Government, the Commonwealth or a local government entity that is necessary to do business or perform applicable work.

(ii) Maintain compliance with the act of June 2, 1915 (P.L.736, No.338), known as the Workers' Compensation Act, the act of December 5, 1936 (2nd Sp.Sess., 1937 P.L.2897, No.1), known as the Unemployment Compensation Law, and bonding and liability insurance requirements as specified in the contract for the project.

(iii) Has not defaulted on a project, declared bankruptcy, been debarred or suspended on a project by the Federal Government, the Commonwealth or a local government entity within the previous three years.

(iv) Has not been convicted of a misdemeanor or felony relating to the performance or operation of the business of the contractor or subcontractor within the previous 10 years.

(v) Has completed a minimum of the United States Occupational Safety and Health Administration's 10-hour safety training course or similar training sufficient to prepare workers for any hazards that may be encountered during their work on the small wireless facility.

#### Section 10. Construction.

(a) Obligations.--Nothing in this act shall be construed to impact, modify or supersede any construction standard, engineering practice, tariff provision, collective bargaining agreement, contractual obligation or right, Federal or State law or regulation relating to facilities or equipment owned or controlled by an electric distribution company or its affiliate, a telecommunications carrier, an electric cooperative or an independent transmission company that is not a wireless provider.

(b) Definitions.--As used in this section, the following words and phrases shall have the meanings given to them in this subsection unless the context clearly indicates otherwise:

"Electric distribution company." As defined in 66 Pa.C.S. § 2803 (relating to definitions).

"Facilities." As defined in 66 Pa.C.S. § 102 (relating to definitions).

"Telecommunications carrier." As defined in 66 Pa.C.S. § 3012 (related to definitions).

Section 11. Effective date.

This act shall take effect in 60 days.

# Memo

**To:** Board of Supervisors  
**From:** Mimi Gleason, Township Manager  
**Date:** July 19, 2024  
**Re:** Community Choice Aggregation

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Bill Sabey, Jim Wylie, and Dennis Rowan, from the CCA for PA Working Group (and part of Ready for 100) emailed municipalities asking for letters of support for a petition before the PA Public Utility Commission. The petition requests a declaratory order in favor of boroughs authorizing implementation of Community Choice Aggregation (CCA). Lower Gwynedd's EAC supports their request and would like the Board of Supervisors to consider submitting a letter of support.

Community Choice Aggregation is a new topic for Lower Gwynedd, so I asked the EAC for more information. They obtained answers to my questions from Dennis Rowan who, along with Bill Sabey, will be at your meeting on July 23<sup>rd</sup>. Here are the questions I asked the EAC or the CCA for PA Working Group to be able to answer at the BOS meeting:

- A letter of support implies that Lower Gwynedd Township would consider implementing CCA if/when it is authorized for second-class townships. Briefly and in plain English, what, exactly, would the Board of Supervisors be supporting?
  - What is community choice aggregation?
  - What would implementation entail?
  - How would community choice aggregation benefit the community, as well as the environment?
  - Are there any downsides to be aware of?
- Since this is a legal proceeding before the PA Public Utility Commission, the Board's endorsement would indicate support for the Petition for a Declaratory Order, not just community choice aggregation. In a nutshell, what is the Declaratory Order the Boroughs are seeking from the PUC, and what is the legal basis for it?
- Are boroughs the only form of local government in Pennsylvania that the CCA for PA Working Group believes has the authority to implement CCA? In other words, is there hope that a Declaratory Order would eventually open the door for CCA at the township level in the absence of statutory authorization or is this Petition particular to boroughs?

Rea Monaghan from the EAC and the CCA for PA Working Group provided the following information, which is in this packet:

- Answers from the CCA for PA Working Group to my questions which, among other things, explains what community choice aggregation is
- A support letter form
- The Petition for Declaratory Order that is before the PA PUC

Mark and Rea,

Sandi forwarded your email to get my input. I'm also cc'ing Danielle and Tessie.

To hold a special EAC meeting, the Township would have to pay for a legal notice in the newspaper. That's not cheap. Given that the EAC's recommendation is not a legal or procedural requirement and the July 29<sup>th</sup> deadline for submission of letters of support is pretty tight, I'm comfortable putting this topic on the Board of Supervisors' July 23<sup>rd</sup> agenda without a formal EAC recommendation, if you'd like. That way, the matter would be discussed at a public meeting.

However, I would want an assurance that someone from the EAC (or the CCA for PA Working Group if you prefer and can arrange that) would be at the meeting to explain everything. For clarity, I attached the letter of support linked below to confirm that it is what the EAC would be asking the BOS to authorize me to submit.

From the email chain, it sounds like the Boroughs had time to learn about community choice aggregation before deciding whether to submit the Petition to the PUC. The Lower Gwynedd BOS has not had that opportunity. While the attached letter is quite general, the BOS would effectively be going on the record in support of community choice aggregation and the Boroughs' Petition. The job of the EAC and staff is to provide the BOS with sufficient information to understand what you are asking them to support.

Here are the questions I suggest the EAC or the CCA for PA Working Group be able to answer at the BOS meeting:

- A letter of support implies that Lower Gwynedd Township would consider implementing CCA if/when it is authorized for second-class townships. Briefly and in plain English, what, exactly, would the Board of Supervisors be supporting?

Lower Gwynedd Township is asked to support seven PA boroughs seeking to assert local authority to have their CCAs procure Renewable energy for all eligible residents in the community to protect their residents and environment by decreasing the pollution from the electric utility default supply.

- What is community choice aggregation?

CCA—also known as municipal aggregation—programs allow local governments to procure power on behalf of their residents, businesses, and municipal accounts from an alternative supplier while still receiving transmission and distribution service from their existing utility. CCAs are an attractive option for communities that want more local control over their electricity sources, more green power than is offered by the default utility, and/or lower electricity prices. By aggregating demand, communities gain leverage to negotiate better rates with competitive suppliers and choose greener power sources. Source: <https://www.epa.gov/green-power-markets/community-choice-aggregation>

- What would implementation entail?

Boroughs' CCAs will procure electricity for eligible residents and small businesses, according to the renewable electricity mix and target price that meets the Borough's objectives. . When a community begins a program, customers are given advance notice and have the choice to opt out of the CCA program and continue to receive electricity from their current supplier. Customers who do not opt out are automatically enrolled in the program.

CCAs can also have a tiered structure with a standard option that customers are enrolled in unless they opt out, as well as an opt-in "greener" option at a price premium. These additional opt-in options generally have a higher percentage of green power or are sourced from local renewables.

- How would community choice aggregation benefit the community, as well as the environment?

The goal of the Boroughs CCAs will be to offer a mix of renewable electricity at a target price that meets the Borough's objectives for its constituents. These objectives are often lower pollution, healthier air, more consumer protection and access to ongoing energy information on grants, rebates, incentives, credits which can save homeowners thousands of dollars, especially lower income households.

Prices for electricity under CCAs may be lower than the residential retail price for electricity because of the collective buying power of entire communities and current market trends. CCA customers continue to receive the same delivery and maintenance services from their local utility, with a single utility bill that reflects the change in supplier. The only changes for customers are the sources and prices of electricity generation. Anyone opting in to be part of a CCA are still required to pay for transmission fees and taxes with their local supplier, e.g., PECO.

- Since this is a legal proceeding before the PA Public Utility Commission, the Board's endorsement would indicate support for the Petition for a Declaratory Order, not just community choice aggregation. In a nutshell, what is the Declaratory Order the Boroughs are seeking from the PUC, and what is the legal basis for it?

The petition asserts three bases for local government authority to operate CCAs.

1. The petitioning boroughs are seeking to adhere to their constitutional oath to protect the health and environment of their communities by sourcing electricity which comes from renewable sources. PA has a constitutional mandate recognizing a healthy environment as an inherent, legal right of all citizens.

2. The Petition cites prior PUC ruling that states that CCAs are within regulations if they deliver a compelling public benefit. Protecting the lives and health of Borough residents is a 'compelling public benefit'.

3. PA Borough code 24 A 02 provides PA Boroughs with authority to form CCAs.

The petition case for CCA authority for local PA governments is best stated via the petition. The petition was attached in the request for letter of support email.

We do not know how the PUC will rule. They could limit their decision to boroughs. Or since the Petitioning boroughs cite the PA Constitution and recent PA Supreme Court rulings citing the PA constitution's environmental clause, the PUC could acknowledge the CCA authority of all PA towns. We do not know how they will rule.

RF 100 townships, who resolved to reduce GHGe and utilize more PA Renewables have goals in line with the CCA Petitioners who are also Ready For 100 Renewable Energy towns. CCAs that adopt more local Renewable energy will reduce GHGe which will benefit all PA municipalities in fighting climate change and in establishing a precedent which other towns and boroughs may be able to follow. This depends on the PUC ruling.

Under the Boroughs Petition, two of the three bases for local government CCA authority apply to all PA municipalities:

1. The PA Constitution's Green Amendment giving PA local governments the right and the responsibility to protect their community's environment and natural resources. (This applies to all PA governments )
2. The PUC's prior decision in PIKE, allowing CCA under 'Compelling Public need or benefits.' Climate change and Pollution which adversely impacts health are two very critical conditions where CCA will provide a 'compelling public benefit' . This logic applies to all PA municipalities, not just Boroughs.

The only 'Borough only' CCA authority is in the PA Borough code Sec 24 A 02.

- Are boroughs the only form of local government in Pennsylvania that the CCA for PA Working Group believes has the authority to implement CCA?

At present, yes according to PA Borough Code.

- In other words, is there hope that a Declaratory Order would eventually open the door for CCA at the township level in the absence of statutory authorization or is this Petition particular to boroughs?

There are seven petitioning Boroughs, but the Petition does not ask the PA PUC to limit their ruling to just the Petitioners.

The Boroughs CCA Petition to the PUC represents the first real attempt to organize a community-wide aggregation of electricity purchasing in Pennsylvania. Until we have a FIRST, we won't have a SECOND.

After these first Borough CCAs produce a positive outcome of electricity from renewable sources at competitive stable rates, that will open the pathway for all PA Municipalities to request the ability to form a CCA under their rights and obligations under the PA Constitution.

Lower Gwynedd's Ready for 100 % Renewable Energy Resolution (excerpt) includes a goal of "...participation in acquiring aggregated procurement contracts...". As do, many of the other Ready for 100 resolutions adopted by townships.

**WHEREAS**, Lower Gwynedd Township is committed to be a community characterized by equality, health, safety, livability, prosperity and equity;

**WHEREAS**, Lower Gwynedd Township recognizes that it has a responsibility to future generations to take an active stance to reduce the emission of greenhouse gases within the Township;

**WHEREAS**, a valuable strategy for achieving a cost-effective, even cost-saving, energy source transition is through collaboration with other Montgomery County energy leaders and participation in acquiring aggregated procurement contracts – Power Purchase Agreements (PPAs) - for regional clean energy;

**WHEREAS**, Lower Gwynedd Township also recognizes the importance of developing a close working relationship with its electric energy supplier(s) to create the most advantageous and mutually beneficial plan for integrating regionally generated clean energy;

**WHEREAS**, a clean energy initiative can produce energy cost savings for residents and local businesses while stimulating new economic activity and jobs, all while simultaneously mitigating the risks from climate change for everyone;

**AND WHEREAS**, clean energy addresses not only climate change but also air quality and other public health impacts from our fossil fuel history. Like extreme weather events, recessions, and pandemics, these disproportionately burden poor people and especially low-income people of color in our communities.

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

(1) Lower Gwynedd Township will join other leading towns and cities in the national movement to transition to one hundred percent (100%) clean energy for all. Lower Gwynedd Township's goal will be to complete this transition, community-wide, to

- Are there any downsides to be aware of?

The CCA Working Group believes that public education and engagement is very important in starting a CCA program. The Working Group will be proactive in working with boroughs on the implementation. So far, we are not aware of downsides but will deal promptly with any concerns raised during planning and implementation.

**Here's the timeline if wish to proceed:**

By **Thursday, July 18<sup>th</sup>**, We would like this on the BOS July 23<sup>rd</sup> BOS  
Bill Sabey will attend via zoom or in-person to answer questions about the request for a letter of support.

By **Friday, July 19<sup>th</sup> at noon**, I need anything you want to include in the meeting packet that goes to the BOS and is posted on the website.

This document, as well as the tow initial documents forwarded to the EAC (i.e., eco (n)law LLC. Community Choice Aggregation Support Letter Sign On).

Mimi

eco(n)law LLC  
230 S. Broad Street 17th Floor  
Philadelphia PA 19102

C. Baird Brown  
Attorney  
267-231-2310  
baird@eco-n-law.net

June 20, 2024

*Via Electronic Filing*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

RE: Petition of the Boroughs of Carlisle, Hatboro, Lansdowne, Media, Narberth,  
State College, and Swarthmore for a Declaratory Order regarding the Implementation  
of Community Choice Aggregation  
Docket No.: P-2024-\_\_\_\_\_

Dear Secretary Chiavetta:

Attached for filing is the Petition of the Boroughs of Carlisle, Hatboro, Lansdowne,  
Media, Narberth, State College, and Swarthmore for a Declaratory Order regarding the  
Implementation of Community Choice Aggregation. Copies have been served as indicated  
on the enclosed Certificate of Service. Please inform me if you require service on  
additional possible parties.

Respectfully Submitted,



C. Baird Brown (Pa. No. 32749).  
Principal  
eco(n)law LLC  
baird@eco-n-law.net

Enclosures:  
cc: Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of the Boroughs of Carlisle, :  
Hatboro, Lansdowne, Media, Narberth, State :  
College, and Swarthmore for a Declaratory :  
Order regarding the Implementation of :  
Community Choice Aggregation :

Docket No.: P-2024-\_\_\_\_\_

**PETITION OF THE BOROUGHS OF CARLISLE, HATBORO, LANSDOWNE, MEDIA,  
NARBERTH, STATE COLLEGE, AND SWARTHMORE FOR THE ISSUANCE OF A  
DECLARATORY ORDER**

**I. Introduction.**

1. Pursuant to Section 331(f) of the Public Utility Code,<sup>1</sup> and Sections 5.41 and 5.42 of the Commission's regulations,<sup>2</sup> the Borough of Carlisle, the Borough of Hatboro, Lansdowne Borough, Media Borough, the Borough of Narberth, the Borough of State College, and Swarthmore Borough (the “Boroughs”) respectfully request that the Pennsylvania Public Utility Commission (“Commission”) issue a declaratory order to remove uncertainty concerning the lawfulness under Pennsylvania law and Commission precedent of the establishment by each Borough of a Community Choice Aggregation (“CCA”) program as described in more detail below (the “CCA Program” or the “Program”). CCA permits municipalities to act as an aggregator for the electric power demand of their residents and procure power on their behalf to achieve favorable pricing, better consumer protection, and other community goals. CCA has been authorized by legislation,

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<sup>1</sup> 66 Pa. C.S. § 331(f).

<sup>2</sup> 52 Pa. Code §§ 5.41, 5.42.

in ten states, although initial adoption in New York was by Public Service Commission action. It has been adopted in over 12,000 communities; represents over 7 percent of residential power consumption in the United States; and saves customers between 2 and 20 percent on their electric bills depending on market and energy mix.<sup>3</sup> The primary objective of the Boroughs is to transition to renewable energy for all their residents and businesses.

2. To achieve that goal, the Boroughs wish to adopt opt-out CCA Programs. Such programs have had a checkered reception before the Commission, but the Boroughs believe that their CCA Program meets the tests established by the Commission. The Boroughs also believe that they have explicit power to implement a community aggregation program under the Borough Code,<sup>4</sup> and that the Program is an effective way for the Boroughs to address the immediate and critical threat of climate disruption arising from human emissions of greenhouse gasses (“GHG”) while improving customer choice. The Public Utility Code embodies the principle that municipalities such as the Boroughs are public bodies that serve as effective protectors of customer interests unless they provide services outside their municipal limits. Moreover, the Boroughs have a constitutional duty under the Pennsylvania Environmental Rights Amendment (“ERA”)<sup>5</sup> to act to reduce climate risk on behalf of their residents and the citizens of the Commonwealth that is mirrored by a duty of the Commission to support such action.

## **II. Statement of Issues Requested to be Clarified.**

3. The Boroughs request that the Commission review the Borough Program and make the following determinations:

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<sup>3</sup> LEAN Energy U.S., <https://www.leanenergyus.org/>

<sup>4</sup> 8 Pa. C. S. Part I.

<sup>5</sup> PA. CONST. art. I, § 27.\_

***The Boroughs may operate opt-out CCA programs as proposed.***

4. The Borough Program is described in detail in Section IV, but will operate within the following guidelines:

*The Boroughs will conduct public education.*

5. Prior to implementing the Program each Borough will conduct an education campaign designed to reach all residents to explain the Boroughs goals, the proposed implementation of the CCA, and the opportunities for residents to continue to make choices about their electric supply. In particular, the Boroughs will provide all information required by Commission regulations under Public Utility Code Section 2807(d)(2).<sup>6</sup>

*Customer choice will be respected.*

6. The CCA Program is an opt-out aggregation program. However, the only customers proposed to be transferred to Borough supply will be ones currently receiving default service. Customers who have already selected service from an EGS, who have elected to be served under a special tariff offered by the EDC, or who are otherwise excluded as described below, will not be transferred. In advance of being transferred to Borough supply each default service customer will receive notification of the impending transfer and be permitted to opt out if the customer chooses. When new customers sign up for electric service in a Borough's jurisdiction, they will be informed of their opportunity to choose and will be assigned to Borough service unless they make another choice. Once the program is in operation, any customer may elect to transfer into or out of CCA

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<sup>6</sup> 66 Pa. C.S. § 2807(d)(2).

service at any time without penalty.

*All electric power and the services of EGSs will be competitively procured.*

7. No EGS has been involved in the formulation of the program and all EGS services will be procured through an open request for proposals (“RFP”) process in accordance with state procurement requirements applicable to the Boroughs. The RFP process will require that each proposer meet the renewable energy goals of the Borough and agree that its customer service contract is subject to review and approval by the Borough. The contract with an EGS will contain performance requirements and be subject to periodic re-procurement. Once an EGS is selected it will carry out day-to-day operation of the CCA subject to Commission’s licensing jurisdiction.

*Each Borough seeks to transition to renewable energy for itself and its residents.*

8. As described below, some Boroughs have adopted renewable energy goals by specific resolution. Some have adopted climate action plans. All have a record of climate action. Achieving sustainable energy progress is the primary motivation for the adoption of the Program, and the Boroughs commit to operate their respective Programs in a manner calculated to achieve a renewable energy transition.

*Each Borough’s EDC remains the default supplier for Borough customers.*

9. In the unlikely event of a failure by a selected EGS, the EDC would retain its role as default supplier. The Boroughs expect to work with customers with payment difficulties rather than drop them from the Program.

10. The Boroughs commit to operate the CCA Program in accordance with these

guidelines and will inform the Commission of and request its approval for any material change. The Boroughs request a Commission determination that the operation of the opt-out CCA Program will not constitute “slamming” and will not violate Public Utility Code Section 2807(d)(1). The opt-out feature is not being adopted in furtherance of any EGS’s commercial purposes (nefarious or otherwise) but is being adopted with full disclosure to effectively meet the Borough’s constitutional obligations under the ERA. The CCA Program is designed to preserve in full the benefits of retail competition and to add a competitive option for renewable energy.

***Boroughs have the corporate power to adopt the CCA Program and are not required to be licensed EGSs to serve customers in their own jurisdictions.***

11. The Boroughs request Commission determinations (i) that the Boroughs have the power to make aggregated electric supply arrangements on behalf of their citizens under Borough Code Sections 24A02(a) and 24A03 and (ii) that Public Utility Code Section 2809(a)<sup>7</sup> does not require a Borough adopting the CCA Program to be licensed as an EGS.

***An EGS can participate in a Borough opt-out program structured as proposed.***

12. The Boroughs acknowledge that the Commission has oversight of EGSs and may determine whether it is appropriate for them to participate in the CCA Program. The Boroughs request that, assuming the Commission grants their first two requests, licensed EGSs may participate in the CCA Program.

***The EDC may provide customer information to support the Program.***

13. As described in more detail below, to allow the Borough to make the initial

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<sup>7</sup> 66 Pa. C.S. § 2809(a).

transition of customers as smoothly as possible, without interference with existing customer supply choices, and to estimate needed supply quantities in connection with issuing RFPs, the Boroughs will require certain aggregate customer information and certain individual customer information. The Boroughs request that the Commission state that it will act with favor on an EDC request to supply that information without incurring an obligation to transfer similar information to entities other than municipalities establishing CCAs.

***The CCA Administrator need not be licensed as an EGS.***

14. As discussed in more detail below, the CCA Administrator acts as a technical consultant to the Boroughs in implementing the CCA. It does not take title to power nor act as a broker or marketer in any traditional sense. It provides advice to the Boroughs in connection with their right of approval over EGS power purchases. The Boroughs request clarification under Public Utility Code Section 2809(a)<sup>8</sup> that an administrator hired by a Borough to advise it and act as its agent in connection with its CCA Program, will not be deemed to be acting as a broker or a marketer and is not required to be licensed as an EGS.

**III. The Boroughs and Their Interest in the Proceeding.**

***The Boroughs and Borough Climate Action***

*Carlisle, Cumberland County, 8,334 households, 5.4 square miles.*

15. Founded in 1751, Carlisle Borough is one of Pennsylvania's most treasured historic communities. Located in picturesque south-central Pennsylvania, Carlisle's history is rich, ideals are plentiful, and diversity abundant. Carlisle is a Certified Platinum Community through

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<sup>8</sup> Id.

Sustainable Pennsylvania. The Borough collaborated with the Pennsylvania DEP's Local Climate Action Assistance Program to address climate change impacts and to develop and prioritize action strategies for reducing emissions. In 2020, Council passed a Climate Action Resolution to reduce greenhouse gas emissions by 26% by 2025 and 80% by 2050. In January 2022, Council unanimously approved its Climate Action Plan with the goal to transition the Borough to 100 % Renewable Energy. The National Civic League awarded Carlisle 'All American City' designation in 2021. The Borough Council voted unanimously to sign the MOU to collaborate with Joule Community Power to develop The Borough CCA Implementation Plan and present it to the Commission. The Borough views Opt-Out Borough CCA as a significant means to help achieve our Climate Action Plan goals, protect our community, and live up to our Borough motto 'Committed to Excellence in Community Service.

*Hatboro, Montgomery County, 3,088 Households, 1.25 square miles.*

16. Hatboro is known for our educational and Revolutionary War heritage, our appreciation of hot rods and muscle cars, and our dedication to preserving our local environment. Hatboro's Environmental Advisory Council (EAC) is an appointed board comprised of Borough officials, residents, and business owners who devote themselves to protecting Hatboro's environment and improving sustainability. Our Council with EAC unanimous support approved the CCA MOU as we believe CCA will help Hatboro meet our Ready for 100 Percent Renewable Energy ("Ready For 100") goal to become a Sustainable Powered Borough by 2035, in accord with our 2021 Energy Transition Plan. It is our duty as elected government officials to harness every tool available to us. CCA will provide our citizens access to purchase affordable renewable power and limit harmful fossil fuel emissions while saving money by aggregating our purchase

with other like-minded municipalities. The CCA will also create jobs and opportunities to further build out sustainable energy production and incorporate additional efficiencies to benefit our families and our community.

*Lansdowne Borough, Delaware County, 4,858 Households, 1.2 square miles.*

17. The Borough Council passed a Ready for 100 Resolution in 2019. In our resolution we committed to work with other Delaware County boroughs and municipalities who are energy leaders to transition to 100 percent renewable energy for electricity for our entire community by 2035. We incorporated climate action planning in our 2023 comprehensive plan in 2023. Currently our Borough priorities are CCA and public electric vehicle charging. Lansdowne Council voted unanimously to sign the CCA MOU in November 2023, to explore CCA as a powerful means to help protect our consumers, obtain better access to competitive electricity markets, stabilize electricity prices for our population and help achieve our Climate Action Plan Goals to protect our environment. Lansdowne has a rich history of protecting the natural environment. We were recognized by DVRPC as a Municipal leader for our extensive efforts in energy efficiency. The Arbor Day Foundation has recognized Lansdowne as a Tree City for over 30 years. In 2023 the Audubon Society awarded Lansdowne ‘Bird Town’ recognition.

*Media Borough Delaware County, 3,329 Households, 0.8 square mile.*

18. Media prides itself on preserving our environment for the healthful pursuit of happiness for our population. Media was the first PA town to obtain solar photovoltaic funds for local businesses. We have numerous initiatives in solar energy, Zero Waste, electric transportation and land and water management. Media signed a CCA MOU in June 2023. We consider CCA as

a powerful means to help achieve our clean energy goals, foster local renewable energy infrastructure, and improve our climate resiliency. We are working to expand EV charging infrastructure and incentivize solar and energy-saving practices. Media launched a free Borough-wide composting program in 2021 and recently enacted a plastic bag and straw ban. In March 2024, the Borough announced a Sustainable Storefronts program to encourage businesses to adopt sustainable practices. We are also working on bike plans, stormwater management, native plant programs and more. Residents proudly call Media "Everybody's Hometown." Every visitor is welcome and new residents are accepted when they plant their roots here. Media was the first USA 'Fair Trade' town and was the last suburban town with a trolley running down main street.

*Narberth Borough, Montgomery County. 1,952 Households, 0.5 square mile.*

19. In 2019 to help protect our community from the ravages of climate change, Narberth Borough Council voted to join Ready for 100 to achieve carbon neutrality for the borough as a whole. Ready for 100 commits the Borough to establish means for residents, businesses, and government operations to switch to 100 percent renewable energy. For electricity, we have encouraged residents to select a renewable electric provider for their homes. This opt-in process is cumbersome, inefficient, and subject to teaser rates. As a result, only a small percentage of Narberth residents successfully switched to renewable supply. In October 2022 Narberth Council voted unanimously to sign a MOU with Joule, to help the Borough develop a CCA Implementation Plan. Borough Council endorsed CCA as by far the best path for Narberth to meet our 100 percent renewable energy commitment. With other boroughs, we can attain negotiating power with renewable electricity suppliers. We can issue Power Purchase Agreements for local solar installations to serve Narberth residents. Narberth does not have the staffing and resources to create

a municipal electric utility. CCA will allow us to continue to have PECO provide distribution services while our CCA will move Narberth significantly toward our Ready for 100 goals and help protect our environment and our residents' lives. Narberth received Sustainable Pennsylvania Community Certification for meeting the program's performance criteria tracking 131 policies and practices of a sustainable community.

*State College, Centre County, 11,352 households, 4.6 sq. miles*

20. The Borough of State College has a long history of prioritizing climate action and sustainability. We pride ourselves on our healthy environment, natural beauty, and our rich history. In 2007, Borough Council adopted Resolution 944, declaring the Borough of State College as a Climate Protection Community, and formalizing the municipality's commitment to developing greenhouse gas mitigation strategies. State College published its first Sustainability Plan in 2018, and established an action-based employee task force, to increase collaboration between municipal departments on issues regarding economic vitality, environmental sustainability, and community resilience in 2019. In 2019, Borough Council adopted Resolution 1229, committing the Borough to achieve net-zero greenhouse gas emissions and 100% renewable energy by 2050. The Borough's greenhouse gas inventory developed with the DEP's Local Climate Action Program showed that the commercial and residential energy sectors combined produce the most emissions and are priority sectors for mitigation efforts. In 2021, Borough Council adopted the Centre Region Climate Action and Adaptation Plan (CAAP) in collaboration with six member municipalities, to identify, address, and help prevent the negative impacts of climate change. The Borough is currently preparing a Climate Action, Resiliency, and Environmental Sustainability Plan including efforts to engage the public in climate-related topics. Since 2011 we have participated in the EPA's

Green Power Partnership purchasing Renewable Energy Certificates for 100% of the Borough's direct energy consumption. In 2024 our Council voted unanimously to sign the MOU with Joule Community Power to explore CCA and help State College develop a CCA Implementation Plan. Our Council views CCA as a powerful tool to add consumer protection and to assist us in meeting our GHG reduction goals.

*Swarthmore Borough, Delaware County, 2,151 Households, 1.4 square miles.*

21. Swarthmore has made extensive efforts to protect the environment and address climate change. We have a Tree Committee, a Horticultural Society, and Environmental Advisory Council, and a Bird Town Working Group; we have been recognized as a Tree City; and the Audubon Society designated us a Bird Town. We have banned plastic bags, have committed to zero waste, and promote native plants. Our Borough eco-audit program helps homeowners transform their lawns into habitat-friendly yards. Regarding climate change, in 2006, Swarthmore Borough Council endorsed the Pennsylvania Clean Energy Communities Campaign and compliance with the Pennsylvania Alternative Energy Portfolio Standards Act of 2004. The Borough has been an EPA Green Power Partner since 2007. Swarthmore Borough Council called on PECO to increase its solar-generated electricity to 20% by 2025, and to prioritize solar panel installations that create jobs for residents. In 2019 the Council passed the Ready for 100 Resolution committing the Borough to obtain Renewable Energy for the entire community. We have taken many actions in progressing toward our Ready for 100 goals through our EAC: solar panels at borough hall, comprehensive LED lighting at borough hall and Public Works Building, efficient HVAC, and others. With unanimous EAC support our Council voted to sign the CCA MOU to explore CCA's ability to increase our residents' access to increased consumer protection, energy

competition and stable prices for electricity generated from renewable energy, and to enable us to initiate local renewable energy projects.

*The CCA for PA Committee.*

22. The Boroughs have been assisted in their exploration of CCA programs by the CCA for PA Committee, a group of professionals who are donating their time to assist municipalities interested in adopting CCA.<sup>9</sup>

***Borough Goals for CCA***

*Transition to Renewable Energy to Reduce GHGs and Mitigate Climate Change.*

23. The Boroughs recognize that we face an urgent climate crisis. The Boroughs have been searching for ways to source renewable energy and reduce GHG emissions in their communities. In Pennsylvania fossil fuel electric generation accounts for 29 percent of the State's greenhouse gas emissions,<sup>10</sup> and less than 4% of Pennsylvania's electricity is generated from renewable sources.<sup>11</sup> The Participating Boroughs have identified CCA as a key initiative to reduce GHG emissions.

24. CCA is featured in Philadelphia's Energy Vision,<sup>12</sup> West Chester Area Renewable

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<sup>9</sup> CCA for PA members include: Dennis Rowan, Managing Partner at REIV2G ("Vehicle to Grid") Network; Jim Wylie, Sierra Club of Pennsylvania Conservation Co-Chair; Mike Gordon, Founder and CSO, Joule Community Power; Bill Sabey, PA Sierra Club Clean Energy Team Leader; Baird Brown, Principal, eco(n)law LLC; Ron Celentano, Solar PV industry consultant and President of Pennsylvania Solar and Storage Industry Association; and Liz Robinson, Executive Director, Philadelphia Solar Energy Association.

<sup>10</sup> *Pennsylvania Greenhouse Gas Inventory* (2023), <https://www.dep.pa.gov/Citizens/climate/Pages/GHG-Inventory.aspx>

<sup>11</sup> U. S. Energy Information Agency, <https://www.eia.gov/state/analysis.php?sid=PA>

<sup>12</sup> *Powering Our Future: A Clean Energy Vision for Philadelphia* (2018) at 28, <https://www.phila.gov/documents/powering-our-future-a-clean-energy-vision-for-philadelphia/>

Energy Transition Plan,<sup>13</sup> and Pittsburgh’s Climate Action Plan<sup>14</sup> as a method to accelerate renewable energy adoption. CCA can also be an effective mechanism to help the state reach Governor Shapiro’s proposed goal of 35 percent by 2035<sup>15</sup>, and provide a solution for the 81% of Pennsylvanians who support renewable electricity generation.<sup>16</sup> Current offerings of renewable energy under Pennsylvania’s retail choice program are typically priced well above other competitive offerings, and there is often little disclosure about the sourcing of renewable energy. The Boroughs also expect to be able to protect their residents against unpredictable movement in electricity power prices. Fossil-fuel-based EDC supply rates are particularly subject to geopolitical turbulence and other market gyrations.

*Provide Consumer Protection for Residents and Ongoing Energy Education*

25. Energy generation suppliers (“EGSs”) often offer customers unfavorable contract terms, and customers have little or no ability to negotiate those terms. The Boroughs aim to increase retail supply competition by aggregating enough load to achieve bargaining power. The boroughs expect to be able to negotiate favorable contract terms on behalf of their residents, and CCAs throughout the nation have reduced and, in many locales, eliminated unscrupulous EGS practices through effective competition. Consumer education and deeply motivating community interest and engagement are also a key part of the Boroughs’ approach.

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<sup>13</sup> Cadmus Group, *West Chester Area 100% Renewable Energy Transition Plan* (2022) at 55, [https://west-chester.com/DocumentCenter/View/12810/WCACOG-100percent-RE-Study\\_final](https://west-chester.com/DocumentCenter/View/12810/WCACOG-100percent-RE-Study_final)

<sup>14</sup> *Climate Action Plan 3.0* at 21, [https://apps.pittsburghpa.gov/redtail/images/7101\\_Pittsburgh\\_Climate\\_Action\\_Plan\\_3.0.pdf](https://apps.pittsburghpa.gov/redtail/images/7101_Pittsburgh_Climate_Action_Plan_3.0.pdf)

<sup>15</sup> *Governor Josh Shapiro’s Energy Plan Builds on Pennsylvania’s Legacy of Energy Leadership by Protecting and Creating Energy Jobs and Lowering Electricity Costs for Consumers*, <https://www.governor.pa.gov/newsroom/governor-josh-shapiros-energy-plan-builds-on-pennsylvanias-legacy-of-energy-leadership-by-protecting-and-creating-energy-jobs-and-lowering-electricity-costs-for-consumers/>

<sup>16</sup> Vote Solar Poll Results (2022), <https://votesolar.org/poll-finds-overwhelming-support-for-solar-power-in-pennsylvania/>

*Increase Energy Resilience and Create Local Clean Energy Jobs*

26. Distributed energy resources (“DERs”), such as local solar, wind, hydro, storage, and demand response resources support system reliability. As more local renewable resources and demand response resources are deployed, they create locational and energy source diversity, and enhance system resilience and reliability. These local resources also address uncertainties in capacity and ancillary costs for residents, as the larger electricity grid adds intermittent renewable resources which in turn create the need for additional capacity and ancillary resources. The Boroughs hope to encourage the development of local DERs, which would not move forward without Borough support. The purchasing power of the CCA can provide assurances of revenues through power purchase agreements that support financing of local projects. CCAs will also be able over time to pursue building energy efficiency, EV charging, and Virtual Power Plants.

27. CCA programs are eligible for numerous streams of federal and private funding. Participation of local agencies is a key element of eligibility for Justice 40 compliant federal programs. Contracts, programs, and processes that benefit local communities, particularly those designated by the federal government as “Disadvantaged Communities,” are critical to successful federal grant applications.

28. Federal funds are also distributed to proposed projects, in part based on the likelihood of a project being successfully developed. CCA programs are authorized to buy energy or capacity from any project the program chooses. This assurance attracts private capital, because it eliminates the risk that a developed project will not be able to sell its power or its ancillary services for enough to cover financing costs. When a community can effectively implement its vision for a specific project or objective through a CCA, it has an advantage in seeking federal funding to realize that vision.

#### **IV. Expected Implementation Plan**

29. To achieve their goals, the Boroughs have worked closely with Joule Community Power (“Joule”) and other members of the CCA for PA Committee to develop the proposed implementation plan described below. Borough representatives and Committee members have met with the Commissioners and/or their staff, the Commission’s Office of Competitive Market Oversight and Law Bureau, EDCs, the Office of the Consumer Advocate, the Governor’s office, EGSs, and others. While elements of the plan may be modified with more experience, implementation will be conducted within the guidelines set out above unless they are modified with Commission approval. In addition, except for the specific waivers requested below, which reflect the declarations the Boroughs request, it will be conducted in accordance with all Commission regulations.

##### ***Implementation Timeline***

30. Implementation of the CCA Program by each Borough is expected to follow the steps described below in broad outline. While the steps are listed sequentially, they will proceed in an overlapping process so that the CCA is ready to deliver power by the time the customer opt-out period has concluded. The Boroughs commitment is based on the expectation of achieving the goals outlined above, and they may modify the plan based on experience or may withdraw if acceptable results cannot be achieved.

##### ***Adoption of Borough Resolution.***

31. After a preliminary public information campaign and an opportunity for comment, the Borough will adopt a resolution that will authorize appropriate Borough Officials and other

Borough representatives to make formal arrangements to implement Community Choice Aggregation. Some Boroughs will include the terms (e.g. price, renewable content, variable or fixed, terms of variation (if variable), term-length of contracts, requirements of bidders, requirements to bid for underlying electricity generation, detailed contractual language) which they will require in a CCA electricity supply contract, while others will adopt a second resolution later in the process, that will outline these terms.

*Program Administrator.*

32. This approach has been crafted in close collaboration with Joule Community Power. Following the adoption of their resolutions, the Boroughs anticipate continuing to work with Joule as CCA administrator who will assist the Boroughs with the procurement of one or more EGSs and with preliminary community outreach. When the EGS for a Borough is selected, the Borough anticipates that the EGS and Joule will enter into a three-party Service Agreement in which the Borough and the EGS are the principal parties, and the Administrator plays a role equivalent to the owner's engineer in a construction contract to support the Boroughs in the implementation and operation of their CCA program. The CCA Administrator does outreach and education of eligible customers, management of bidding and contracting processes, increasing renewable energy in supply contracts, supporting the EGS in enrollment and billing processes, and customer service for participants, and requests to EDCs for information.

*Education and Outreach.*

33. Each Borough, in collaboration with the CCA Administrator, will develop and implement a plan for outreach and education that meets the individual needs of the community. Multiple types of outreach will be used including taking advantage of existing channels used by

the Borough to communicate with constituents. Experience from other markets shows that the most effective outreach includes a combination of meetings, social media, print/digital news outlets and engagement with targeted groups within the community (e.g. faith communities, environmental activists, neighborhood associations, senior centers). This outreach is most effective when it closely precedes and overlaps with the opt-out period.

*Request for Customer Information.*

34. The CCA Administrator will reach out to the EDC serving the Borough and seek two kinds of customer information about residential and small business customers. First it will ask for specific customer information about customers receiving default supply. The CCA Program will request the transfer of information about residential and small business customers that (i) have not chosen an EGS, (ii) have not elected to opt into a voluntary EDC tariff including the Customer Assistance Program (“CAP”), net metering (“NM”), or time of use (“TOU”), (iii) have elected not to make their information available under 52 Pa. Code Section 54.8, and (iv) in the case of commercial customers, are not on a demand-based rate (“Eligible Customers”). Second, it will ask for aggregate prior-year consumption information to facilitate procurement of EGSs.

*Procurement of EGSs.*

35. All licensed EGSs will be invited to participate in a Request for proposal (“RFP”) process. The process takes place in three stages: a Request for Information and Qualification, a Request for Indicative Pricing and Terms, and a Request for Proposals. During the Request for Information and Qualification phase, each responding EGS will confirm its willingness to abide by all critical terms, it will redline the template contract to communicate any changes it would request the Boroughs to consider, and it will confirm credit capabilities that will dictate other

requirements. When responding to the Request for Indicative Pricing, the EGS will outline its pricing and pricing terms and it will outline its risk management guidelines and proposed approach. The Response to the RFP will include firm pricing and pricing terms, in conformance with the RFP's required product specifications.

*The Notification and Opt-out Process.*

36. Before any customer is transferred to CCA supply, they will be notified that the Borough will transfer them to CCA supply if they do not opt out. The notice will inform them as to how to opt out and give them at least a 30-day period to do so. This function is one of many to be performed by the CCA Administrator. This provides a greater right of rescission than the three days required by 52 Pa. Code Section 54.5(d). In addition, they will be permitted to exit from the Program, without cost or penalty, at any time. Any consumer who chooses to opt into the Program, will be offered all information and all protection required of marketing and sales processes and communications by 52 Pa Code Chapter 111.

*Customer Transfer.*

37. Following the expiration of the opt out period, the CCA Administrator will notify the EDC of the default supply customers who did not opt out and should be transferred to CCA supply and will deliver customer information for the transferred customers to the selected EGS. On an ongoing basis, any customer in the Borough, whether or not initially eligible to be transferred into the CCA program, will be able to transfer to CCA supply, and any customer who is enrolled in the CCA program may transfer out at any time without fee or penalty. New customer accounts established in the Borough after the CCA is operational will be transferred to CCA supply

if they do not opt-out after being offered the same election with the same waiting period offered to the initial customers.

### ***Certain Implementation and Operation Considerations***

#### ***Opt-out Structure.***

38. The foundation of Community Choice Aggregation is the ability of the Borough to enroll customers on an opt-out basis as a proxy for individual customer consent. This “opt out enrollment” will be limited to Eligible Customers who are currently receiving default service.. These are the customers who will benefit from the bargaining power, consumer protections and access to renewables that CCA provides. The limitation to Eligible Customers preserves customer choice by exempting customers who have already made decisions about their rate or source of electricity supply or limited access to their customer information. All CCA contracts with EGSs and resulting EGS terms of service with customers will be structured to enable customers to opt out of the Program at any time with no fee or penalty. Over time as customers move into the municipality or leave the service of other EGSs or other EDC rates, those customers will become eligible for opt-out enrollment.

39. The initial opt-out period will begin with a Program communication to every Eligible Customer. This communication will include the standard Disclosure Statement, and a letter written in plain language that details the contract rate(s) and term (including start date), selected EGS, EDC price to compare, the customer’s right to block data transfer, an invitation to a meeting during the opt-out period and multiple ways for customers to opt-out. To assure ease of opting out, customers will be allowed to opt-out via phone, online or via a prepaid card included

in mailed Program communications. Those communication will follow the same choice that customers have made to receive their EDC bills. Customers that receive paper bills will receive a program communication in the mail and customers that receive their bills online will receive a digital communication. The Boroughs will request that opt-out eligible customer data provided by the EDC include customer communication preference.

*Data Transfer.*

40. Two types of data are needed for a CCA Program, aggregated data and customer contact data. Aggregated data are used for soliciting suppliers and energy procurement and customer contact data are used for the Program communication and enrollment of customers that did not opt-out. The Boroughs are requesting that aggregated data be provided by the EDC within ten business days after the request of the municipality or the CCA Administrator acting on behalf of the municipality. Aggregated data should include only opt-out eligible customers within the municipal jurisdiction and should be provided by rate class including:

- 12-months of monthly usage and the annual aggregate usage
- Total aggregate capacity obligation
- Number of accounts
- Distribution of meter read cycles (how many accounts in each cycle)

41. Customer contact data should be provided after EGS selection and within 5 business days after the request of the Borough or the CCA Administrator acting on behalf of the Borough. Customer. Contact data should include only opt-out eligible customers located in the Borough and should include:

- Name

- Service address
- Mailing address (if different than service address)
- Email address that paperless bill is sent to (not applicable for customers who receive paper bills)
- Preferred language (if other than English)
- Rate class
- Meter reading cycle
- Tax exempt status (for business customers)
- Budget billing indicator
- Historical usage for previous 12-months (kWh)
- Capacity obligation (kW)
- Account number (must be both a unique identifier and used for enrollments; for some EDCs this may be two numbers)

42. The customer contact data includes personally identifiable information. The CCA Administrator plays a critical role in protecting this data from general cybersecurity threats and ensuring that customers who opted out are not enrolled. Providing account numbers as part of the customer contact data, in advance of the opt-out period, simplifies this task for the EDC and the Borough. Some markets, such as Illinois, provide the account number in advance of the opt-out period. Providing account numbers in the initial customer account contact data, however, not only facilitates provision of data by the EDC but also allows customers to use their account number to opt-out of the Program. Experience in other markets shows that even when provided a non-account number “unique identifier” customers nonetheless try to use their account number to opt out.

43. Over time, as customers move into the municipality or leave service of other EGSs or special EDC tariffs, they will become Eligible Customers. The Boroughs request that EDCs provide CCA Administrators with customer contact data for newly eligible customers within 5 business days of request and at a minimum once every month.

*Data Security.*

44. Opt-out enrollment requires large volumes of personally identifiable information to be shared with the CCA Administrator to facilitate establishing the CCA. The CCA Administrator must be expected to meet Borough and EDC data security requirements. Based on experience in other markets, such as New York, these will include having an Information Security Policy and Incident Response Procedure, enabling role-based access controls, multi-factor authentication and 24/7 third-party monitoring of networks for anomalous activity, installing and keeping antivirus software updated, and providing regular security awareness training to employees working with data. In addition, all data must be encrypted in transit.

*Consumer Protections.*

45. CCAs will follow existing protections for customers served by EGSs. CCAs will include Disclosure Statements in all CCA Program communications and End of Agreement Procedures will also be followed. Because the CCA program serves a broad group of customers and is operated in a transparent fashion (without competitive secrecy), the information contained in these documents need not be confined to the direct customer communication but will be shared community wide through the same municipal, social media and press channels used for the outreach and education when the program began.

46. Through the competitive procurement process for EGSs, the Boroughs will enter

into a Service Agreement with the EGS that gives the Borough the ability to review and approve the customer contract used by the EGS, both to assure that all the terms are fair to customers as well as to assure customers' ability to exit without fee or penalty. The Service Agreement itself will be a public document and will assure that the underlying contracts with suppliers will be structured to meet Borough objectives. All contracts with power suppliers that fulfill the EGS's purchase requirements will be transparent to the Borough, structured with protections (as further described in the section on *Managing Procurement* below), and acquired through a competitive process.

*Billing and Reporting.*

47. The EDC will bill the CCA customers, consistent with typical retail choice practice. Messages on the bill will comply with 52 Pa. Code Section 54.4. Customers will be informed that their EGS supply contract is assignable if the Borough switches EGSs. In Section VIII below the Boroughs request a waiver of 52 Pa. Code Section 54.5(f)(i), to permit use of the following alternative message on the Customer's bill:

"Generation prices and charges are set by agreement between the EGS and [your borough]."

The Boroughs will require that the EGS provide quarterly and annual reports of CCA load and are willing to make that data available to the Commission directly or through the EGS. Each Borough will ensure that the Administrator and EGS support Commission initiatives to understand CCA operation.

*The Administrator.*

48. Each Borough has executed a non-binding Memorandum of Understanding with Joule in the expectation that Joule may serve as the CCA Administrator. The Boroughs recognize it is essential that these functions be performed with competence, integrity, and transparency in assisting Borough leadership. Moreover, as acknowledged above, many of the boroughs simply do not have the staff resources to put the CCA Program in motion. Joule currently serves as CCA administrator for over 57 municipalities in New York, and Illinois. Joule has deep experience in safely handling consumer data, in working with renewable generation developers and suppliers, in educating and empowering communities, and in protecting consumers from price risks associated with all components of electricity purchasing.<sup>17</sup> Joule has indicated it anticipates that all of the Program administration tasks outlined above, continuing education and outreach throughout the contract period, administration of Distributed Energy Resource programs such as demand management and demand response, coupled with the acquisition and creation of new renewable generation resources, can be funded through a surcharge on the EGS electricity power charge that will not exceed three mills per kWh.

*Benefits for Lower-Income Customers.*

49. The Boroughs believe that CCA is an effective approach to making renewable energy available to low- and moderate-income customers who are not eligible for or have not joined CAP. This includes customers who are renters and cannot install rooftop solar, and customers who cannot afford the higher-priced renewable offerings from EGSs. Having a price for renewable energy that is comparatively low and stable and comes with the Boroughs' assurance

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<sup>17</sup> <https://www.joulecommunitypower.com/>

of fair contract terms will make renewable energy a possible choice for many customers who are currently shut out.

### ***Managing Procurement***

#### *CCA Procurement Strategy.*

50. In the three-step RFP process described above and in subsequent procurements of electric power, the Boroughs, with the advice and support of the CCA Administrator, expect to pursue a comprehensive strategy to meet Borough renewable energy goals, reduce customer price commensurate with those goals, and reduce exposure to market volatility and supplier default. It is likely, but not required, that the Boroughs will pursue a collective procurement to multiply their bargaining power, but in that procurement, they may select different product mixes for delivery in their respective Boroughs consistent with their individual renewable energy goals. While the final products may vary, certain common strategies and desired outcomes will drive the process.

51. The Boroughs initially expect the EGS to procure a substantial proportion of their power on typical three-year contracts. However, they will assure that there is a ladder of shorter-term contracts to provide flexibility for two other strategies. First, they will be able to commit to additional longer-term contracts at times when prices are comparatively low. Second, they will be able to sign longer-term contracts to support newly constructed, renewable and resilience resources. They will be able to negotiate with resources in the PJM queue that need to demonstrate viable offtake contracts, and to sponsor the development of new local resources that are a source of jobs and economic development as well as renewable power.

52. The Borough procurement is expected to also include various strategies to protect

customers against rate volatility. To the extent that the EGS procures power on variable rate contracts, the Boroughs will insist on a collective hedging strategy that limits the risk of substantial price movements or require hedging on the part of smaller power suppliers. They also expect to consider implementation of a volatility reserve that acts as a self-funded hedge. Locking in prices for a portion of the power portfolio at opportune periods in the price cycle helps limit volatility as well as price. Procurement of energy storage capacity can add value to intermittent resources as well as reduce capacity cost uncertainty. Eventually, the Boroughs can implement their own demand response programs both to stabilize their own load and to provide services to PJM. They will be able to reward customer behavior directly through CCA energy charges.

53. Features of the Borough Service Agreement with the EGS will also assist in managing supply risks. The EGS must provide complete visibility to the Boroughs on every product purchased on behalf of Borough customers, including product price, size, and duration, and the CCA will be able to provide full and accurate information about those supply decisions to their customers. Each power supply contract entered into by the EGS for CCA supply must contain a clause that entitles (but does not require) the Borough to direct the supplier to novate its contract with a new EGS in the event that the original EGS defaults or is not renewed at the end of its contract term.

#### *Customer Migration.*

54. Any CCA will experience turnover in customers over time both from changes in Borough population and from transfers in and out by Borough residents to and from other sources of supply. Small, single digit changes will happen all the time. When EDC and competitive supplier rates rise with market rates, there will tend to be migration at the margins into CCAs, and

when market rates fall, CCA customers may be drawn away. If the majority of Eligible Customers has already been transferred to the CCA, the potential for a large influx is small. A CCA's combination of comparatively stable rates, transparently renewable product, and customer protection can be expected, in Joule's experience, to create an ongoing net inflow to the CCA. The Boroughs longer-term intention to stabilize rates with local renewable energy will tend to further reduce exit. Even at moments when EDC rates are historically low and CCAs have signed higher-priced, fixed-rate contracts, national CCA opt-outs have rarely exceeded 10 percent of residents.<sup>18</sup>

#### *Interaction with EDC Default Supply Procurement*

55. Transition of customers to CCA supply results in a reduction of customers taking default supply from their EDC. A significant simultaneous out-migration has the theoretical capability to result in unused EDC-procured power which, in turn, could raise prices for remaining default customers. The EDCs expect and plan for some variability in aggregate default supply load, and in our discussions with EDCs, this was not expressed as a source of large concern. The Boroughs, with fewer than 50,000 households among them and spread across three EDCs, are unlikely to cause a significant disruption.

56. Subsequent events could also potentially lead to an out-migration of CCA customers back to EDC default service. Such events could include failure of the EGS serving one or more Boroughs, a sharp drop in market prices for EDC supply, or the highly unlikely decision of a Borough to discontinue its CCA. The first risk is mitigated by the Boroughs' due diligence in their competitive procurement of EGSs, and by their ability to transfer underlying power supply contracts to a new EGS. The second risk tends to be self-mitigating, if low prices are drawing

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<sup>18</sup> Local Energy Action Network CCA White Paper (<https://www.leanenergyus.org/2023-cca-study> ).

customers to an EDC, the EDC should be able to increase volumes at reasonably low prices. As to the third risk, the Boroughs are committed to their course of action by their determination to reduce the risks of climate change. The Boroughs commit to holding periodic consultative meetings with their respective EDCs on expected participation levels.

## **V. Applicable Law and Commission Precedent**

57. The Boroughs propose an opt-out community energy supply for Borough residents and small businesses. The fundamental question for the Commission is whether the CCA Proposal is permissible under Public Utility Code Section 2807(d)(1). The Commission has considered proposals for opt-out community electricity supply in the past and has determined that opt-out aggregation is permissible when it does not constitute “slamming,” but has placed limitations on its approval in subsequent decisions. The CCA Program bears strong similarities to the program previously approved by the Commission and differs in important ways from proposals the Commission has disapproved. Since those Commission decisions, experience has taught us that retail choice does not work effectively to benefit smaller retail customers, and our understanding of the climate crisis facing our world has grown much clearer. Moreover, Pennsylvania courts have held that both the Boroughs and the Commission bear responsibility under the ERA to exercise their authority under their respective legal mandates to ensure that Pennsylvania’s citizens have a right to enjoy clean air, clean water, and preservation of environmental values. The Boroughs believe that their Program meets those obligations in a manner consistent with the requirements of Commission precedent.

### ***The Pike County Order***

58. The Commission first considered opt-out energy supply in its 2006 order in *Petition of Direct Energy Services, LLC for Emergency Order Approving a Retail Aggregation Bidding Program for Customers of Pike County Light & Power Company*<sup>19</sup> (“Pike”). Pike County Light and Power (“Pike County”) sought bids for its Provider-of-Last-Resort service in accordance with Commission rules. Because natural gas prices surged in late 2005 following Hurricane Katrina, among other causes, Pike County’s auction resulted in a 70% increase in its retail rates. Direct Energy, a Commission licensed EGS, petitioned the Commission to offer a “retail aggregation bidding program” to provide reduced prices for Pike County customers. The Commission approved the proposal based on:

“[T]he unique circumstances resulting from the timing of this auction, the isolation of this service territory from the more robust MISO<sup>20</sup> and PJM Regional Transmission Organizations (RTOs),<sup>21</sup> the scarcity of competitive offers in the wholesale bid for default service, and the small size of Pike County’s service territory.”<sup>22</sup>

59. The Commission approved an auction program, similar to the default service auctions run by distribution utilities but run by Direct Energy for the benefit of the Pike County customers. It approved waivers of several of its rules to allow a speedy solution. The Commission stated:

“We conclude that an opt-out program is not prohibited by Section 2807(d)(1) of the Public Utility Code, 66 Pa.C.S. § 2807(d)(1), which requires the Commission to establish

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<sup>19</sup> Pa. PUC Docket No. P-00062205, Final Opinion and Order entered April 20, 2006.

<sup>20</sup> Midwest Independent System Operator (MISO) operates in Illinois, Indiana, Iowa, Kentucky, Manitoba, Michigan, Minnesota, Missouri, Montana, Nebraska, North Dakota, Ohio, Pennsylvania, South Dakota and Wisconsin.

<sup>21</sup> Pennsylvania New Jersey Maryland (PJM); PJM Interconnection, L.L.C. operates in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

<sup>22</sup> Pike at 6.

regulations to ensure than an EGS does not change a customer's electricity supplier without direct oral confirmation or written evidence of the consent. This statutory provision and regulations promulgated thereunder are directed toward the prevention of unauthorized switching of retail customers, or “slamming.” The implementation of the retail aggregation program, under this Commission’s oversight and according to the terms and conditions of the Request For Proposals attached hereto, does not constitute slamming or violate the prohibitions of the statute.”<sup>23</sup>

In other words, the Commission determined that the prohibition in Section 2807(d)(1) of the Public Utility Code does not apply when an opt-out program is operated in a manner designed to prevent anticompetitive abuse by an EGS and under the supervision of an independent entity charged with the public interest.

### ***The Retail Energy Supply Association Order***

60. The Commission subsequently considered a proposal for an opt-out program sponsored by municipalities, in *Petition of the Retail Energy Supply Association for Investigation and Issuance of Declaratory Order Regarding the Propriety of the Implementation of Municipal Electric Aggregation Programs Absent Statutory Authority* (“RESA”).<sup>24</sup> First Energy Solutions, a licensed EGS, solicited the City of Meadville and other municipalities to adopt opt-out aggregation programs. The Commission declined to address whether the municipalities in question had the authority to adopt op-out programs,<sup>25</sup> but determined, following Pike, that EGSs participation in opt-out programs required Commission approval and “should be authorized only in unique

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<sup>23</sup> Pike at 14-15.

<sup>24</sup> Pa. PUC Declaratory Order in Docket No. P-2010-2207062, entered March 17, 2011. This order resulted from the consolidation of three dockets including *RESA, Petition of Dominion Retail, Inc. for Order Declaring that Opt-out Municipal Aggregation Programs are Illegal for Home Rule and Other Municipalities in the Absence of Legislation Authorizing Such Programs*, Docket No. P-2010-2207953, and *Petition of FirstEnergy Solutions Corp. for Approval to Participate in Opt-Out Municipal Energy Aggregation Programs of the Optional Third Class Charter City of Meadville, the Home Rule Borough of Edinboro, the Home Rule City of Warren and the Home Rule City of Farrell*, Docket No. P-2010-2209253.

<sup>25</sup> RESA at 3-5.

circumstances where it is clearly in the public interest to do so.”<sup>26</sup> The Commission found that First Energy did not “present unique or exigent circumstances . . . demonstrating that the opt-out programs would be in the public interest.”<sup>27</sup> The Commission also noted that because “all, or nearly all, residential customers in Pennsylvania have multiple competitive offers or reasonably-priced default service options or both”<sup>28</sup> the circumstances that justified the *Pike* order did not currently exist.

## **VI. Circumstances have Changed.**

61. Since the Commission’s RESA decision, our understanding of the urgency and the methods for reducing greenhouse gas emissions has increased dramatically. The Pennsylvania Supreme Court has breathed new life into the ERA and made clear that all local governments (such as the Boroughs) and state agencies (such as the Commission) act as trustees for the preservation of the environment. Retail competition has proven not to be the benefit for residential and small business customers that was hoped at its inception and has not produced competitive prices for renewable energy. The EDC’s default energy procurement has not resulted in procurement of significant amounts of renewable energy. Moreover, the Borough Program cures many defects of opt-out programs postulated by opponents of the First Energy proposal under consideration in RESA.

### ***Climate Action is Urgent.***

62. In his Introduction to Pennsylvania’s 2021 Climate Action Plan (“2021 Plan”), then

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<sup>26</sup> RESA at 10.

<sup>27</sup> RESA at 10.

<sup>28</sup> RESA at 10.

Governor Wolf described increasingly frequent extreme weather events, “buffeting Pennsylvania with deep recurring socioeconomic costs: public health stresses; evacuations and closings; flooded, buckled, and washed-out roads and bridges; downed trees and power outages; large-scale cleanups; and destroyed homes, businesses, and harvests.”<sup>29</sup> In more analytic terms the United States National Climate Assessment for 2023 warned:

“While US greenhouse gas emissions are falling, the current rate of decline is not sufficient to meet national and international climate commitments and goals. US net greenhouse gas emissions remain substantial and would have to decline by more than 6% per year on average, reaching net-zero emissions around midcentury, to meet current national mitigation targets and international temperature goals; by comparison, US greenhouse gas emissions decreased by less than 1% per year on average between 2005 and 2019.”<sup>30</sup>

63. The Intergovernmental Panel on Climate Change<sup>31</sup> in its 2023 report describes our planet’s situation as increasingly bleak:

Human activities, principally through emissions of greenhouse gases, have unequivocally caused global warming, with global surface temperature reaching 1.1°C above 1850-1900 in 2011-2020. Global greenhouse gas emissions have continued to increase, with unequal historical and ongoing contributions arising from unsustainable energy use, land use and land-use change, lifestyles and patterns of consumption and production across regions, between and within countries, and among individuals (high confidence).<sup>32</sup>

\* \* \*

In all regions increases in extreme heat events have resulted in human mortality and morbidity (very high confidence). The occurrence of climate-related food-borne and water-borne diseases (very high confidence) and the incidence of vector-borne diseases (high confidence) have increased. In assessed regions, some mental health challenges are associated with increasing temperatures (high confidence), trauma from extreme events (very high confidence), and loss of livelihoods and culture (high confidence). Climate and weather extremes are increasingly driving displacement in Africa, Asia, North America

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<sup>29</sup> 2021 Plan at iii.

<https://greenport.pa.gov/elibrary//GetDocument?docId=3925177&DocName=2021%20PENNSYLVANIA%20CLIMATE%20ACTION%20PLAN.PDF%20%20%3cspan%20style%3D%22color:green%3b%22%3e%3c/span%3e%20%3cspan%20style%3D%22color:blue%3b%22%3e%28NEW%29%3c/span%3e%209/21/2023>

<sup>30</sup> National Climate Assessment 2023, <https://nca2023.globalchange.gov/>

<sup>31</sup> The United Nations body for assessing the science related to climate change. <https://www.ipcc.ch/>

<sup>32</sup> Intergovernmental Panel on Climate Change, *Climate Change 2023, Synthesis Report*, Summary for Policymakers at 5, available at <https://www.ipcc.ch/report/ar6/syr/>

(high confidence), and Central and South America (medium confidence), with small island states in the Caribbean and South Pacific being disproportionately affected relative to their small population size (high confidence).<sup>33</sup>

64. Our understanding of what needs to be accomplished has also evolved dramatically. The Pennsylvania Climate Change Act,<sup>34</sup> enacted in 2008, called for triennial Climate Action Plans, and the first was released in 2009 (the 2009 Plan).<sup>35</sup> Among the principal electricity sector actions called for in the 2009 Plan, were reduction in electricity use and increasing the efficiency of coal-fired power plants.<sup>36</sup> In stark contrast, the most recent 2021 Plan's single largest GHG reduction strategy is to create a carbon emissions free grid.<sup>37</sup> This transition, says the 2021 Plan, "would be driven largely by a transition to clean renewable energy generation (e.g., solar), which will replace fossil-based generation such as coal and natural gas."<sup>38</sup> The third and fourth largest reductions the 2021 Plan calls for are from electric vehicles and building electrification,<sup>39</sup> which will each dramatically increase electricity use.

65. A study by Bloomberg New Energy concludes that the corresponding need for investment in renewable energy has also grown: "To get on track for global net zero, . . . energy transition and grid investment need to average \$4.55 trillion between 2023 and 2030. This is more than three times the total spent in 2022."<sup>40</sup> It should be clear that CCAs increasing the effective demand for renewable energy together with CCA direct sponsorship of renewable energy

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<sup>33</sup> Id at 6.

<sup>34</sup> 2008 Act 70 .

<sup>35</sup> 2009 Plan,

<https://greenport.pa.gov/elibrary//GetDocument?docId=4504&DocName=0%20PENNSYLVANIA%20CLIMATE%20CHANGE%20ACTION%20PLAN.PDF%20>

<sup>36</sup> 2009 Plan at 1-14.

<sup>37</sup> 2021 Plan at 35.

<sup>38</sup> Id.

<sup>39</sup> Id.

<sup>40</sup> <https://assets.bbhub.io/professional/sites/24/energy-transition-investment-trends-2023.pdf>

development are the kinds of action needed to spur investment.

***The Boroughs and the Commission Have a Duty to Act.***

66. In 2013, the Pennsylvania Supreme Court decided *Robinson Township v. Commonwealth*.<sup>41</sup> The case arose from the adoption by Pennsylvania legislature of laws encouraging natural gas exploration that limited the ability of municipalities to impose zoning limitations on well drilling and other exploration activities. The Court held that portions of the legislation were unconstitutional, and the plurality opinion relied on the ERA, which provides:

The people have a right to clean air, pure water, and to the preservation of the natural, scenic, historic and esthetic values of the environment. Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people.

The Court explained that the first sentence establishes not just a right in the people of the Commonwealth, but a “limitation on the state’s power to act contrary to this right.”<sup>42</sup> The second and third sentences, the Court continued, create a public trust imposing two obligations on the Trustee:

“[First,] the Commonwealth has an obligation to refrain from performing its trustee duties respecting the environment unreasonably, including via legislative enactments or executive action. The second is a duty “to act affirmatively to protect the environment, via legislative action.”<sup>43</sup>

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<sup>41</sup> *Robinson Twp. v. Commonwealth*, 83 A.3d 901 (Pa. 2013) (“*Robinson Township*”).

<sup>42</sup> *Robinson Township* at 951.

<sup>43</sup> *Id* at 958.

The court further explained that, because of the public trust, “all existing branches and levels of government derive constitutional duties and obligations with respect to the people.”<sup>44</sup> Accordingly, “the General Assembly can neither offer political subdivisions purported relief from obligations under the Environmental Rights Amendment, nor can it remove necessary and reasonable authority from local governments to carry out these constitutional duties.”<sup>45</sup>

67. In 2017 the Supreme Court decided *Pennsylvania Environmental Defense Foundation v. Commonwealth* (“PEDF”) based on the trust doctrine enunciated by the plurality decision in *Robinson Township*.<sup>46</sup> PEDF involved a dispute over the use by the Commonwealth of certain proceeds of gas leases, and the Court, in determining that those proceeds were subject to the trust established by the ERA, affirmed the broad reasoning of *Robinson Township* by a clear majority, and made clear that it applied to any Commonwealth entity.<sup>47</sup> Several other decisions have also made clear that Commonwealth agencies must interpret their statutory authority in a manner consistent with the ERA.<sup>48</sup>

68. More recently, the Commonwealth Court decided *Marple Township v. Public Utility Commission* (“Marple Township”).<sup>49</sup> *Marple Township* involved an appeal from a decision of the Commission overriding the Township’s zoning disapproval and overruling the Township’s environmental objections to a “gas reliability station” on the basis that those objections were

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<sup>44</sup> Id at 977.

<sup>45</sup> Id.

<sup>46</sup> PEDF, 161 A.3d 911, 916 (Pa. 2017).

<sup>47</sup> PEDF at 935.

<sup>48</sup> See e. g., *National Wood Preservers, Inc. v. Com., Dept. of Envi’tl Res.*, 489 Pa. 221, 229, 414 A.2d 37, 41 (1980). See also the discussion of these cases in John C. Dernbach and Robert B. McKinstry, Jr. *Agency Statutory Authority And The Pennsylvania Environmental Rights Amendment*, at 29-32.

[https://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=4784534](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4784534)

<sup>49</sup> *Marple Township v. Pub. Util. Comm’n.*, No. 319 C.D. 2022 (Commonwealth Court, Unreported Opinion, March 9, 2023).

beyond Commission review. The Court overturned the Commission’s decision stating that the Commission was *obligated*<sup>50</sup> by the ERA to consider those environmental issues, and failure to adequately consider those issues rendered the Commission’s decision “constitutionally inadequate.”<sup>51</sup>

69. The *RESA* order did not involve an effort by a local government to carry out its obligations as a trustee under the ERA. Rather it represented an effort by First Energy (an affiliate of a holding company owning three utilities in Pennsylvania) to enlist a municipality in an unaffiliated utility service territory to surrender all its residents to First Energy. The fact pattern of *RESA* gave the Commission no reason to consider the ERA, and the Supreme Court’s jurisprudence on the ERA has evolved dramatically since *RESA* was decided. It seems clear that in considering the Borough Program the Commission must both balance its statutory authority with the Boroughs’ obligation to act on behalf of its citizens and also consider the ERA as a source of its own authority to act.

### ***Retail Supply and Default Service Have Not Solved the Problem***

70. At the time of the *RESA* Order, the Commission took understandable reliance on the availability to customers of retail electric choice and default service. In retrospect, retail choice has been far more effective for large commercial and industrial customers than it has for residential and small business customers. Moreover, neither retail choice nor default service has been effective in expanding availability of renewable energy. The following table compares the level of retail choice participation for different customer classes comparing 2016 to 2023:

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<sup>50</sup> Emphasis in the original opinion.

<sup>51</sup> *Marple Township* at 11-12, citing *City of Lancaster v. Pub. Util. Comm’n.* (Pa. Cmwlth., No. 251 M.D. 2019, filed Feb. 21, 2020), slip op. at 11 n.8, 2020 WL 864986, at \*5 n.8, and *Energy Conservation Council of Pa. v. Pub. Util. Comm’n.*, 25 A.3d 440, 446-47 (Pa. Cmwlth. 2011).

<u>Date</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Total</u>
January 1, 2016	1,713,081	315,371	6,946	2,035,398
October 30, 2023	1,256,266	293,418	10,397	1,560,081
<b>Change</b>	<b>-456,815</b> <b>(-27%)</b>	<b>-21,953</b> <b>(-7%)</b>	<b>+3,451</b> <b>(+50%)</b>	<b>-475,317</b> <b>(-23%)</b>

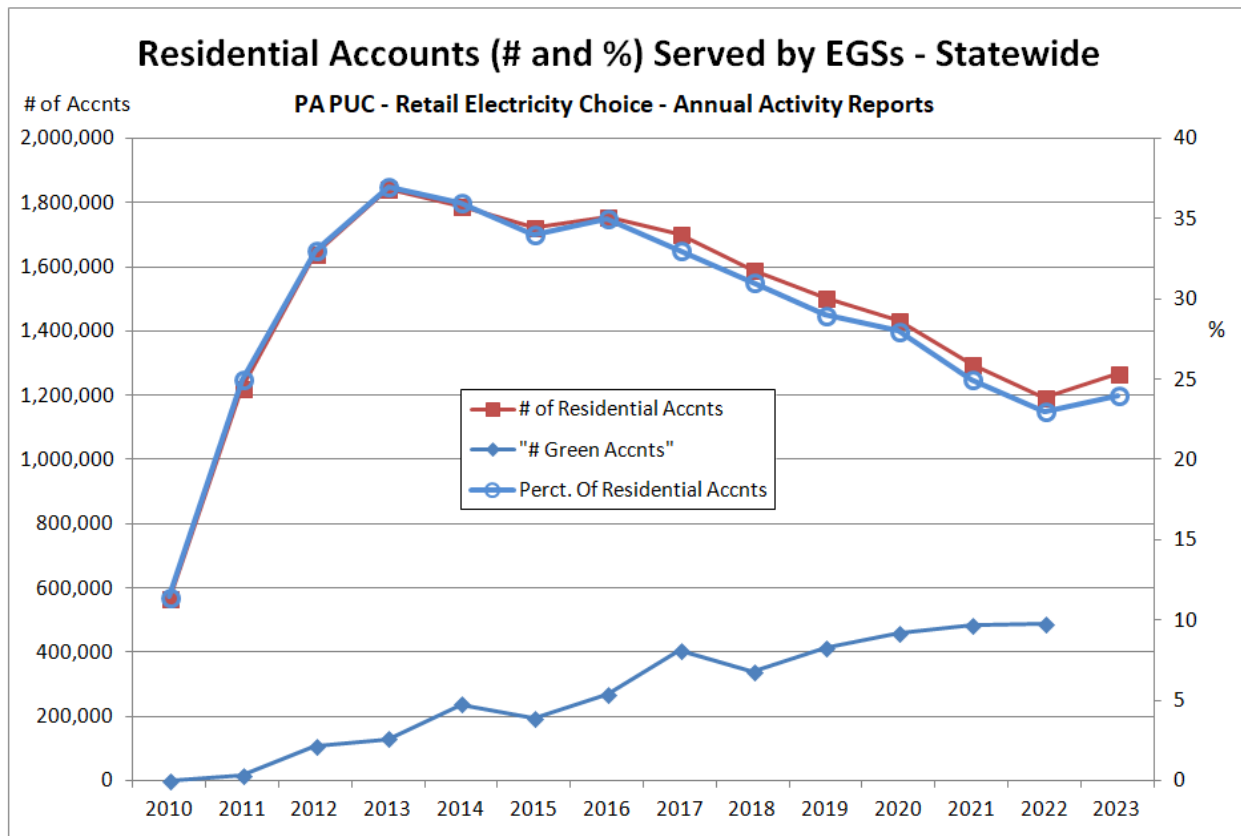
Source: PA Office of the Consumer Advocate

71. Industrial customers, generally large enough to negotiate favorable terms and rates, have dramatically increased participation, while residential customers have substantially reduced participation. Commercial customers, a mix of larger and smaller enterprises, fall between residential and industrial, showing a small decline, probably representing increases among larger customers and decline among the smaller. Decreased participation by smaller customers probably reflects not only price level but poor experience with variable pricing and other terms of EGS contracts. Dissatisfaction has been high enough to lead to recent hearings in the Pennsylvania House of Representatives and the introduction of legislation to require training and testing for EGS sales representatives.<sup>52</sup>

72. Retail choice has also not effectively advanced renewable energy. The following graph illustrates the long downtrend in residential customer choice and contrasts it with a stubborn upward creep in residential customers choosing green energy:

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<sup>52</sup> Christina Lengyel, “Risky” Energy Retail Energy Market Deterring Consumers, The Center Square (September 15, 2023), [https://www.thecentersquare.com/pennsylvania/article\\_6a24f3a0-53ee-11ee-b9fb-6bf2bb1cc2bf.html](https://www.thecentersquare.com/pennsylvania/article_6a24f3a0-53ee-11ee-b9fb-6bf2bb1cc2bf.html)



Customers are increasingly selecting renewable energy despite supplier lack of transparency both as to price and terms and as to the quality of green energy being supplied. However, they are paying an average of \$20 per MWh or \$18 per month more for green energy than for the utility standard offer,<sup>53</sup> and the roughly 10 percent of residential customers does not meaningfully exceed the Commonwealth's lowest-in-the-region targets for renewable energy.<sup>54</sup>

73. The Connecticut Office of Education, Outreach and Enforcement conducted a study

<sup>53</sup>U.S. EPA, *Green Power Pricing*, <https://www.epa.gov/green-power-markets/green-power-pricing>

<sup>54</sup> The target for renewable energy is 8 percent. Pa. PUC Fact Sheet (2017), [https://www.puc.pa.gov/general/consumer\\_ed/pdf/AEPS\\_Fact\\_Sheet.pdf](https://www.puc.pa.gov/general/consumer_ed/pdf/AEPS_Fact_Sheet.pdf). By contrast, neighboring states have mandatory targets for comparable time periods ranging from New York at 70 percent and New Jersey and Maryland at 50 percent to Ohio at 8.5 percent. West Virginia does not have a mandatory target. <https://ncsolarcen-prod.s3.amazonaws.com/wp-content/uploads/2022/11/RPS-CES-Nov2022.pdf>

of retail energy supply in Connecticut (the “Connecticut Report”)<sup>55</sup> and found that over 5 years, from 2017 through 2021, 60 to 70 percent of customers who purchased energy from retail suppliers paid rates higher than the EDC’s standard service. Low-income customers were hardest hit, paying on average more than 2 cents per kWh above the standard service rate. The report was also scathing about the quality of green power offerings:

“The Authority has found that the RECs supporting VROs often do not benefit Connecticut. For example, as shown by the evidence in this docket, suppliers support VROs with RECs from wind farms in places such as Texas, where the renewable energy sources are economically viable and do not need subsidization to thrive.”<sup>56</sup>

Massachusetts has apparently experienced similar problems.<sup>57</sup> A detailed statistical analysis of Pennsylvania green power prices suggests that Pennsylvania EGSs impose high markups over underlying cost on their green power products.<sup>58</sup>

74. The EDCs’ default service procurement programs have also failed to advance renewable energy adoption. The procurement program was designed with a specific carve-out for long-term procurements that could support renewable energy,<sup>59</sup> that to the knowledge of the Boroughs and the CCA for PA Committee has never seen significant use.<sup>60</sup> Pennsylvania is the

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<sup>55</sup> *Office of Education, Outreach, and Enforcement Investigative Report on Docket 18-06-02RE01*, (February 10, 2023), available at, <https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/85a82ac70f76ba90852589520054685b?OpenDocument>

<sup>56</sup> Connecticut Report at 9.

<sup>57</sup> *Predatory practices mar energy competition*, Boston Globe (March 31, 2024), [https://epaper.bostonglobe.com/infinity/article\\_popover\\_share.aspx?guid=793015d3-bdd0-452c-9393-a859ad26a66e&share=true](https://epaper.bostonglobe.com/infinity/article_popover_share.aspx?guid=793015d3-bdd0-452c-9393-a859ad26a66e&share=true)

<sup>58</sup> Christina Simeone, Ian Lange, and Ben Gilbert, *Pass-Through in Residential Retail Electricity Competition: Evidence from Pennsylvania*, 80 Utilities Policy 101479 (February 2023), <https://www.sciencedirect.com/science/article/abs/pii/S0957178722001436>

<sup>59</sup> 66 Pa. C. S. § 2807(e)(3.2)(iii), (3.3), and 52 Pa. Code 54.186(b)(2)(iii). The Commission may not require a specific mix of generation in this least cost procurement. 66 Pa. C. S. § 2813.

<sup>60</sup> As an example, PECO’s current and proposed default procurement plans call for eight percent renewables including 0.5 percent solar. See, Lynette Hazelton, *Environmentalists Battle to get PECO to Increase use of Green Energy*, but

largest exporter<sup>61</sup> and the third largest producer<sup>62</sup> of energy among all states, but has a lower percentage of renewable energy production, at 3.1 percent, than all but four other states.<sup>63</sup> In short, there is no reason for the Commission to take comfort that either retail choice or standard offer procurement will meet Pennsylvania’s stated goals for the energy transition or the Boroughs’ and the Commission’s obligation as trustee to preserve the environment for future generations of Pennsylvanians.

### ***An Opt-in Program Will Not Address the Problem***

75. Pennsylvania’s experience also strongly suggests that adopting an opt-in program would not meet the Boroughs’ goals. In *Pike* the Commission considered suggestions for an opt-in program, but was persuaded by OCA’s testimony in support of opt-out:

“The OCA also noted that opt-in aggregation programs are characterized by uncertain loads, and, historically, low participation rates, and thus add to price premiums. The OCA also testified that, even though savings offered in some opt-in programs were significant, customers still did not sign on.”<sup>64</sup>

The second half of OCA’s statement has been validated by extensive economic research. Human beings will stick with the default option (the one that requires no action to accept) in almost any

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*the Oil Industry calls it a Job Killer*, Philadelphia Inquirer, (May 10, 2024), available at, <https://techxplore.com/news/2024-05-environmentalists-peco-green-energy-oil.html>

<sup>61</sup> U.S. EIA, Today in Energy (December 7, 2020), <https://www.eia.gov/todayinenergy/detail.php?id=46156>

<sup>62</sup> Choose Energy, *The top ten energy producing states*, <https://www.chooseenergy.com/data-center/electricity-sources-by-state/>

<sup>63</sup> Wikipedia, *List of U.S. states by renewable electricity production* (based on US EIA data for 2022) [https://en.wikipedia.org/wiki/List\\_of\\_U.S.\\_states\\_by\\_renewable\\_electricity\\_production](https://en.wikipedia.org/wiki/List_of_U.S._states_by_renewable_electricity_production)

<sup>64</sup> Pike at 11.

kind of situation.<sup>65</sup> Building a decision structure that favors wise action about the environment but imposes no restriction on choice is simply good public policy.

### ***The CCA Program Enhances Competition***

76. As described above, the Borough Program enhances rather than diminishes competition. There is no abridgement of customer choice – a customer can still choose another supplier, EDC default service, or any other applicable EDC tariff. If the customer has already made a choice, that choice will not be disturbed. In *RESA*, parties to the proceeding raised concerns that First Energy made no promises that once switched they would easily be able to make another choice. The Borough Program makes that promise. The Borough will provide extensive customer education about the Borough Program prior to its implementation and will give residents the opportunity to opt out before the transition occurs and afterwards if and when they choose. The Boroughs are not commercial entities, and they are not seeking to make a profit at the expense of their residents and resident businesses. On the evidence of the Commission’s own regulations, EGSs have engaged in tactics as nefarious as trying to use a purported contest entry as evidence of intent to switch.<sup>66</sup> The Boroughs by contrast are being completely transparent and seeking to provide affordable renewable energy that benefits their residents and the Commonwealth and creates local development.

77. EGSs that participate in the Borough Program will be selected through a competitive solicitation by the Boroughs under applicable state law with the assistance of the program administrator. That solicitation will lead to the execution of service agreements with one

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<sup>65</sup> Much of this research is summarized in Richard Thaler and Cass Sunstein, Nudge: Improving Decisions about Health, Wealth, and Happiness, Penguin (2008).

<sup>66</sup> 52 Pa. Code § 57.176.

or more EGSs that give the Boroughs the final approval of the energy products and require favorable contract terms for customers. The actual solicitation for electric power will be done by the selected EGS(s) subject to the supervision and final approval of the Boroughs. In this respect, the Borough Program will be substantially similar to the program approved in *Pike* – an EGS ran an auction for other qualified suppliers under Commission supervision. In *Pike* that auction, was for a single predefined product for a fixed term, and the lowest price bidder was selected.<sup>67</sup> While the Boroughs will approve power purchases in part based on expected price, the selection will be conditioned on potential suppliers meeting the Borough goals for renewable energy. Moreover, as discussed above the Boroughs believe that the best price for their residents can be obtained not by a block procurement for a set period but by a ladder procurement that allows longer-term purchases at favorable times in the price cycle and also permits purchases from individual renewable energy projects.<sup>68</sup>

### ***The Boroughs Proposal Meets the Conditions of Both the Pike and RESA Orders***

78. Far from attempting to coerce customers for commercial gain, the Boroughs are seeking to carry out their Constitutional mandate under the ERA by providing their residents with low, stable prices for renewable energy coupled with effective protection from unscrupulous commercial behavior. They intend to preserve unfettered choice for their residents while providing a better renewable alternative than the market currently provides. The Borough's supervision of the opt-out program provides the same check on anti-competitive behavior that the Commission relied on to conclude that the program proposed in the *Pike* petition did not violate Section

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<sup>67</sup> *Pike*, Tentative Order in Docket P-0002205 entered April 6, 2006, at 7-8.

<sup>68</sup> Constellation, *Evaluating Power Purchasing Strategies for Your Business*, [https://energy.constellation.com/wp-content/uploads/2021/09/2022-Power-Purchasing-Strategies-White-Paper-Final\\_Updated-7.5.23.pdf](https://energy.constellation.com/wp-content/uploads/2021/09/2022-Power-Purchasing-Strategies-White-Paper-Final_Updated-7.5.23.pdf)

2807(d)(1) of the Public Utility Code.<sup>69</sup> Borough action on climate change meets an urgent Commonwealth and global need and provides clear public benefits that are not being provided by other programs. The Boroughs respectfully request Commission review of the Borough Program in the light of the Commission’s Constitutional obligation to preserve the Boroughs’ ability to carry out their Constitutional duties. In that light, we request a Commission determination that the Borough Program will not constitute “slamming” and is not prohibited by Section 2807(d)(1).

## **VII. The Boroughs Have Clear Statutory Authority to Adopt the Borough Program**

### ***Statutory Authority***

79. The Borough Code grants clear authority to the Boroughs to purchase power on behalf of their Residents:

“Electric plants and projects.--*A borough may, either singly or jointly, manufacture or purchase electricity for the use of its inhabitants and own, construct, acquire by lease, purchase or otherwise gain an interest in, operate and manage or cause to be operated and managed an electric plant or project located within or without this Commonwealth.*”<sup>70</sup> (Emphasis supplied.)

The Borough Code further grants the Boroughs broad power to contract with agents and other contractors to assist the Boroughs in exercising their statutory powers.<sup>71,72</sup> The purchase of power for use of a Borough’s inhabitants necessarily requires access to a means of distributing power, but this language in Borough Code does not require that a borough establish a municipal utility or own

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<sup>69</sup> This is consistent with the Public Utility Code’s exemption of municipal utilities from Commission jurisdiction discussed below. Municipalities are entrusted with the same protective role for their citizens as is played by the Commission with respect to customers of for-profit utilities.

<sup>70</sup> 8 Pa. C. S. § 24A02(a).

<sup>71</sup> 8 Pa. C. S. § 1401(a).

<sup>72</sup> Five of the Boroughs are statutory boroughs. Carlisle and Penn State, each formerly a borough, have adopted home rule charters that explicitly preserve all powers they would have had if they had not adopted their respective charters – i.e. the specific powers of the Borough Code.

the means of distribution. Indeed, Public Utility Code Section 507 specifically contemplates municipal contracts with utilities. Such contracts are subject to Commission Approval except for “a contract between a public utility and a municipal corporation to furnish service at the regularly filed and published tariff rates.”<sup>73</sup> In other words, a contract for an EDC to provide transmission, distribution, billing, and related services at its regular rates (essentially what it does for any EGS) would not be subject to Commission approval. This is not a direction that the Boroughs have pursued, but it demonstrates that there is no need to narrowly construe the powers granted in the Borough Code.

### ***The Boroughs are not Required to be Licensed as EGSs***

80. The Borough’s power is not conditioned by any requirement for approval or licensure by the Commission. The Public Utility Code generally excludes municipalities from the definition of public utility: a public utility is defined as person or corporation; corporation in turn is defined to exclude municipal corporations “except as specifically provided;” and municipal corporation is defined to specifically include boroughs.<sup>74</sup> The reference to “except as specifically provided” certainly includes Public Utility Code Section 1301(a) which states:

*“Only public utility service being furnished or rendered by a municipal corporation, or by the operating agencies of any municipal corporation, beyond its corporate limits, shall be subject to regulation and control by the commission as to rates, with the same force, and in like manner, as if such service were rendered by a public utility.”*<sup>75</sup> (Emphasis supplied.)

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<sup>73</sup> 66 Pa. C. S. § 507. *See also*, White Rock Sewage Corp. v. Pennsylvania Public Utility Com'n, 578 A.2d 984, 133Pa.Cmwlth. 608 (Pa. Commw. Ct. 1990) at 986.

<sup>74</sup> 66 Pa. C. S. § 102.

<sup>75</sup> 66 Pa. C. S. § 1301. There have also been specific statutory exceptions on a one-off basis such as the Philadelphia Gas Works and the Pittsburgh Water and Sewer authority.

It also includes Public Utility Code Section 1102(a)(5) which requires applications to the Commission for certificates of public convenience and necessity:

“For any municipal corporation to acquire, construct, or begin to operate, any plant, equipment, or other facilities *for the rendering or furnishing to the public of any public utility service beyond its corporate limits.*”<sup>76</sup> (Emphasis supplied.)

81. This longstanding distinction was preserved in Act 138, which requires an EGS license for any person or corporation (which, recall, excludes municipal corporations) “including municipal corporations which choose to provide service outside their municipal limits. . . .” that “engage in the business of an electric generation supplier.”<sup>77</sup> The policy behind these exclusions rests on two grounds: first, the municipal entities are non-profit entities not motivated to profit from their residents, and second, the customers of municipal entities that only serve customers inside their municipal limits have direct electoral recourse for poor performance.<sup>78</sup> It makes little sense to imagine that the drafters of Act 138 were somehow reversing the longstanding policy of not regulating municipal entities when they used substantially identical language in Act 138. The Borough Proposal does not involve serving customers outside the Boroughs’ municipal limits, and accordingly, the Boroughs have no obligation to obtain an EGS license in connection with establishing or operating the program.

82. The Boroughs acknowledge that the Commission has jurisdiction over licensed EGSs. They prefer to operate the Borough Program through competitive procurement of EGSs, to make use of the regulatory framework for EGSs developed by the Commission for the retail choice

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<sup>76</sup> 66 Pa. C. S. § 1102(a)(5).

<sup>77</sup> 66 Pa. C. S. § 2809(a).

<sup>78</sup> The one other category of excluded entities is non-profit electric cooperatives – entities that are non-profit and controlled by their customers.

program. This application asks exactly what the Commission granted in *Pike*, approval for EGSs to participate in an opt-out program. The Boroughs believe that the Borough Program satisfies the standard the Commission established in RESA. While the circumstances of the Boroughs are not unique, they are exigent, and other effective avenues are not available. We respectfully request that the Commission exercise its oversight of EGSs by approving the Borough Program as presented in this Petition. The Commission should avoid exercise of its jurisdiction in ways that would “remove necessary and reasonable authority from local governments to carry out [their] constitutional duties.”<sup>79</sup>

### **VIII. Request for Waivers**

83. In *Pike*, the Commission granted several waivers of its regulations to allow Direct Energy to carry out the opt-out program it approved.<sup>80</sup> The Boroughs similarly request waivers as described in detail in Exhibit A. These requests are consistent with and do not expand the declaratory orders requested in this Petition.

### **IX. Other Legal Questions**

#### ***Transfer of Customer Information***

84. In our advance discussions with PECO, the EDC serving five of the Boroughs, they expressed concern, shared by the Boroughs, to make the transition as smooth and error free as possible for Borough residents. We discussed the customer information that will be required to accomplish the transition more thoroughly in Section IV (Expected Implementation) above. While PECO assured us that they had the technical ability to provide the Boroughs with the required

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<sup>79</sup> *Robinson Township* at 977.

<sup>80</sup> *See, Pike* at 23 and citations therein.

information, they would wish to seek assurances that by providing the information to the Boroughs they would not become obligated to provide similar information to for-profit entities such as EGSs. The Commission in a recent letter ruling<sup>81</sup> appears to have provided a procedure for such requests. We ask that the Commission confirm (i) that this is the appropriate procedure to pursue such assurance, and (ii) that if such a request is made in furtherance of the Borough Program the Commission would look favorably on the request.

### ***Status of the Program Administrator***

85. As discussed above at length in Section 4, the Boroughs anticipate utilizing the CCA administrator to assist in the selection and oversight of EGSs, to advise on power purchase strategies, and to assure full communication with borough residents. The administrator will not take title to power or be directly involved with arrangements for the delivery of power to residents or resident businesses. The administrator acts as a professional consultant to the Borough and is responsible directly to the Borough. We request a Commission determination that the administrator's activities as an agent for a Borough in this respect would not cause it to be a broker or marketer that is required to be licensed as an EGS.

## **X. Conclusion**

86. The Boroughs respectfully request that the Commission issue a declaratory order that:

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<sup>81</sup> Letter regarding Investigation into Conservation Service Provider and Other Third-Party Access to Electric Distribution Company Customer Data, Docket No. M-2021-3029018, (July 3, 2023), [www.puc.pa.gov/pcdocs/1790956.pdf](http://www.puc.pa.gov/pcdocs/1790956.pdf)

- Approves the Borough Program as described in this petition.
- Acknowledges that the Boroughs have the authority to operate the Program and do not require an EGS license.
- Authorizes licensed EGSs to participate in the Program if competitively selected and grants related waivers from Commission regulations.
- Indicates that the Commission will look with favor on requests by EDCs to provide required customer information to the Boroughs as described above.
- Determines that an administrator hired by a Borough to advise on and assist with the implementation of the Program is not required to be licensed as an EGS.

The Boroughs will be happy to provide any additional information or assistance that the Commission may request.

Respectfully submitted,



C. Baird Brown (Pa. No. 32749)  
Principal  
eco(n)law LLC  
230 S. Broad Street, 17<sup>th</sup> Floor  
Philadelphia, PA 19102  
baird@eco-n-law.net

*Counsel to the Boroughs of Carlisle, Hatboro, Lansdowne, Media, Narberth, State College, and Swarthmore*

June 20, 2024

## **EXHIBIT A**

### **Request for Regulatory Waivers**

The Boroughs request the following waivers of Commission regulations to permit them to implement the Declaratory Order requested in this Application.

#### **52 Pa. Code Chapter 54**

**§54.5(f)(i)** This section requires the following sentence on the customer's bill:

"Generation Prices and charges are set by the EGS you have chosen."

The Boroughs request permission to say:

"Generation Prices and charges are set by agreement between the EGS and [your borough]."

**§54.8** This section restricts release of customer information without prior customer consent. We request a waiver consistent with the proposed opt out program, to permit the Boroughs to identify customers and notify them of their ability to opt out. We will not request information about customers who have previously restricted disclosure pursuant to § 54.8.

**§54.9** This requires that certain complaints be taken or referred to the EGS. The Boroughs request a waiver to have copies of any complaint required to be delivered or referred to the CCA Administrator as well.

**§54.122(4)** The Boroughs request a waiver to permit a Borough or its CCA Administrator on its behalf to be a party to a dispute resolution involving service to a Borough CCA or its customer including initiating a dispute with an EDC or participating in any dispute resolution between an EDC or its affiliate and an EGS.

## **52 Pa. Code Chapter 57**

**§57.173** This section provides for certain procedures in connection with transfers of customers to a new EGS. While it would remain in effect for all voluntary transfers, the Boroughs request permission to use the process outlined in this application for initial opt-out transfers of customers to CCA supply.

**§57.176** This section requires written customer authorization to switch suppliers. The Boroughs request a waiver for the initial opt-out transfer as contemplated by this Application.

**§57.177** This section provides for customer complaints of unauthorized switching. We request that such a complaint be treated by the EDC as a request to switch back.

## **52 Pa. Code Chapter 111**

The Boroughs request an acknowledgement that, assuming Commission approval of this Application, they will be authorized to transfer residents and resident small businesses to CCA supply without advance consent. As a result, the Boroughs' efforts to educate their residents will not be construed as marketing for purposes of this Chapter.

**§111.7** This Section outlines procedures for transfer of customer accounts. The Boroughs request a waiver of these requirements insofar as they are inconsistent with the initial opt-out enrollment process outlined in this Application.

**§111.11** The Boroughs request the Commission's acknowledgement that the initial opt-out transfer process outlined in this Application, including delivery of a Disclosure Statement and a 30 day right to opt-out, meets the requirements of this section.

## VERIFICATION

I, Michael Gordon, Founder and Chief Strategy Officer of Joule Community Energy, hereby declare that that the facts set forth in the Petition of the Boroughs of Carlisle, Hatboro, Lansdowne, Media, Narberth, State College, and Swarthmore for the Issuance of a Declaratory Order relating to the operation of a borough community choice aggregation are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.

A handwritten signature in black ink, appearing to read 'Michael B. Gordon', written over a horizontal line.

Michael B. Gordon

DATE: June 18, 2024

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of the Boroughs of Carlisle, :  
Hatboro, Lansdowne, Media, Narberth, State :  
College, and Swarthmore for a Declaratory :  
Order regarding the Implementation of :  
Community Choice Aggregation :

Docket No.: P-2024-\_\_\_\_\_

CERTIFICATE OF SERVICE

I hereby certify that I have this 20th day of June 2024 served a true copy of the foregoing Petition of the Boroughs of Carlisle, Hatboro, Lansdowne, Media, Narberth, State College, and Swarthmore for a Declaratory Order regarding the Implementation of Community Choice Aggregation on the parties listed below in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Served via Electronic Mail Only  
All Parties Were also Provided a Word Document Version

Allison Kaster, Director and Chief Prosecutor  
Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
[akaster@pa.gov](mailto:akaster@pa.gov)

Patrick M. Cicero, Consumer Advocate  
Office Of the Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor Forum Place  
Harrisburg, PA 17101  
[consumer@paoca.org](mailto:consumer@paoca.org)  
[PCicero@paoca.org](mailto:PCicero@paoca.org)

NazAarah Sabree, Small Business Advocate  
Office of the Small Business Advocate  
Forum Place  
555 Walnut Street, 1<sup>st</sup> Floor  
Harrisburg, PA 17101  
[osba@pa.gov](mailto:osba@pa.gov)  
[nsabree@pa.gov](mailto:nsabree@pa.gov)

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "C. Baird Brown", with a long, sweeping horizontal line extending to the right.

C. Baird Brown (Pa. No. 32749)

Principal

eco(n)law LLC

230 S. Broad Street, 17<sup>th</sup> Floor

Philadelphia, PA 19102

[baird@eco-n-law.net](mailto:baird@eco-n-law.net)

*Counsel to the Boroughs of Carlisle, Hatboro, Lansdowne, Media, Narberth, State College, and Swarthmore*

June 20, 2024

# Community Choice Aggregation Support letter Sign on

Seven boroughs, in coordination with Community Choice Aggregation for PA (CCA4PA), have filed [a Request for Declaratory Order](#) to the PAPUC for approval to implement CCA in Pennsylvania. The boroughs are Narberth, Swarthmore, Media, Lansdowne, Hatboro, Carlisle and State College. CCA is legal in PA for boroughs. The boroughs are interested in acquiring as much local renewable energy as possible in their electricity mix for residential and commercial accounts in the borough. In an effort to show broad and deep support for more renewable energy across PA, please consider signing on to [this Letter of Support](#).

For more information on CCA, contact

Bill Sabey <[sabey.bill@gmail.com](mailto:sabey.bill@gmail.com)>

Jim Wylie <[jimwylie@gmail.com](mailto:jimwylie@gmail.com)>

Dennis Rowan <[drowan@rowanenergyintegration.com](mailto:drowan@rowanenergyintegration.com)>

[Sign in to Google](#) to save your progress. [Learn more](#)

\* Indicates required question

Name, First and Last \*

Your answer

Title \*

Your answer



Municipality \*

Your answer

Address \*

Your answer

Email \*

Your answer

I am authorized to sign for my municipality \*

☐ Yes

☐ No

We plan to submit our own version of the support letter. If so, please email a copy to Jim, Bill, Dennis.

☐ Yes

☐ No


Questions/Comments

Your answer





**To:** Board of Supervisors

**From:** John L. Farrell, Project Manager & Emergency Management Coordinator 

**Date:** July 23, 2024

**Re:** Ingersoll Estate Historic Map Designation & Deed Restriction

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**Recommended actions:**

- **Motion to approve Resolution 2024-22 adding the Ingersoll House & Barn to the Township's Historic Resources Map.**
- **Motion to approve a deed restriction to tie the Township's Historic Resource Protection Standards to the Ingersoll property.**

The Township's HAC and BOS have expressed interest in further clarifying the Ingersoll House and Barn's status as protected historic resources. The property is currently subject to the Township's Historic Resource Protection Standards because it was preserved during the development of Spring House Farms, which resulted in the developer receiving a zoning bonus. The Board can make the protected status of the property clearer by listing it on the Township's Historic Resources Map. A resolution to add the property to the Map is attached.

Having a property listed on the map is voluntary, and it is possible that a future owner could request to have the property removed from the map. The Township Solicitor advised that a deed restriction is the most effective way to ensure that the Protection Standards remain in place after the property is sold. Staff have confirmed that the auction company does not have a problem with adding a deed restriction at this time, so long as it does not create additional burdens that have not already been communicated to the public. The promotional material and websites for the auction, as well as individual discussions with prospective bidders, have prominently featured notices that the property is subject to the Township's Historic Resource Protection Standards. Since the proposed language does not impose any regulations beyond the existing Protection Standards, the auction company has no concerns.

A deed restriction drafted by the Township Solicitor is attached. If the deed restriction is approved at the July 23, 2024 Board meeting, the Township Solicitor is confident that it could be recorded before the auction occurs on July 29, 2024.

Staff recommends approving the resolution and deed restriction as the most effective ways to maintain the Historic Resource Protection Standards for the property after the auction.

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

RESOLUTION NO. 2024- 22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LOWER GWYNEDD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA DESIGNATING THE INGERSOLL HOME AND BARN, LOCATED AT 1145 STONE HOUSE ROAD, PARCEL #39-00-03200-00-1 TO THE LOWER GWYNEDD TOWNSHIP HISTORIC RESOURCE ELIGIBILITY LIST IN THE LOWER GWYNEDD TOWNSHIP CODE, TITLE SIX: ZONING, APPENDIX II, AND AUTHORIZING THE PREPARATION AND RECORDING OF A VOLUNTARY DECLARATION TO PROTECT SUCH HISTORIC RESOURCES

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**BACKGROUND**

A. Lower Gwynedd Township (the “**Township**”) is the record owner of certain real property located at 1145 Stone House Road, Parcel #39-00-03200-00-1, Lower Gwynedd Township (the “**Township**”), Montgomery County, Pennsylvania (the “**Property**”).

B. The Property, sometimes referred to as “Spring House Farm” and/or the “Ingersoll Estate,” consists of approximately 1.21 acres, containing an existing residence (the “**House**”) and barn (the “**Barn**”), (the House and Barn are sometimes herein referred to as the “**Historic Structures**”). The Historic Structures, constructed circa 1700s, are among the oldest standing structures in the Township and are of significant value to the Township and its residents.

C. Accordingly, the Township intends to voluntarily subject the Property to a Declaration of Restrictive Covenant (“**Declaration**”), protecting the Historic Structures against demolition and façade alteration in accordance with the Code of Lower Gwynedd Township, Title Six, Zoning (the “**Zoning Code**”).

D. The Township Board of Supervisors (the “**Board**”) supports the designation of the Historic Structures to the Township’s Historic Resource Eligibility List in the Lower Gwynedd Township Code, Title Six: Zoning, Appendix II (the “**Resource List**”) and the Lower Gwynedd Township Historic Resources Eligibility Map (the “**Map**”).

**RESOLUTION**

**NOW, THEREFORE**, that the Lower Gwynedd Township Board of Supervisors (the “**Board**”) hereby adopts the following resolutions:

1. The Board finds that the above recitals are true and correct.
2. The Board finds that the Historic Structures are eligible for listing within the Resource List and for designation on the Map.

3. The Board designates the Historic Structures for placement on the Resource List and designation on the Map.

4. The Board authorizes the preparation and recording of the Declaration, protecting the Historic Structures against demolition and façade alteration in accordance with the Zoning Code.

5. If any provision of this Resolution or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

**APPROVED** at the public meeting of the Lower Gwynedd Township Board of Supervisors held on July 23, 2024.

**ATTEST:**

**LOWER GWYNEDD TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
**MIMI GLEASON, TOWNSHIP MANAGER**

By:\_\_\_\_\_  
**DANIELLE A. DUCKETT, CHAIRPERSON**

**Prepared By and Return To:**

Neil Andrew Stein, Esquire  
Kaplin, Stewart, Meloff, Reiter & Stein, PC  
Union Meeting Corporate Center  
910 harvest Drive, Suite #200  
Blue Bell, PA 19422  
(610) 260-6000  
[nstein@kaplaw.com](mailto:nstein@kaplaw.com)

**Property:**

1145 Stone House Road, Parcel #39-00-03200-00-1  
Lower Gwynedd Township

**VOLUNTARY DECLARATION OF  
RESTRICTIVE COVENANT**

THIS VOLUNTARY DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is hereby made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by LOWER GWYNEDD TOWNSHIP, a Pennsylvania township of the second class ("Declarant").

**BACKGROUND OF THIS DECLARATION**

A. Declarant is the record owner of certain real property located at 1145 Stone House Road, Parcel #39-00-03200-00-1, Lower Gwynedd Township (the "**Township**"), Montgomery County, Pennsylvania (the "**Property**").

B. The Property, sometimes referred to as "Spring House Farm" and/or the "Ingersoll Estate," consists of approximately 1.21 acres, containing an existing residence (the "**House**") and barn (the "**Barn**"), (the House and Barn are sometimes herein referred to as the "**Historic Structures**"). The Historic Structures, constructed circa 1700s, are among the oldest standing structures in the Township.

C. The Declarant is a municipality and is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Township. The Historic Structures have been determined to represent an architectural resource of considerable importance to the Township.

D. Accordingly, Declarant desires to voluntarily restrict the Property in accordance with this Declaration in a manner that, in part and as set forth in more detail below, protects the Existing Structures against demolition and façade alteration in accordance with the Code of Lower Gwynedd Township, Title Six, Zoning (the "**Zoning Code**").

**NOW, THEREFORE**, Declarant, intending to be legally bound hereby, declare as follows:

1. **PURPOSE.** The purpose of this Declaration is to assure that the features and characteristics that embody the architectural, historic and cultural significance of the exterior of the Historic Structures will be retained and maintained substantially in their current condition and to prevent any use or change that will significantly impair or interfere with the Historic Structures' preservation values.

2. **RESTRICTIONS.** The Declarant declares that the Property is hereby restricted as follows:

A. ***Restrictions on Demolition.*** The Historic Structures shall only be demolished with the prior written permission of the Township's Board of Supervisors (the "**Board**") following a public hearing; or (ii) in accordance with the provisions of the Code of Lower Gwynedd Township, Title Six, Zoning, Section 1298.19(i), as existing on the Effective Date.

B. ***Restrictions on Alterations.*** The façades of the Historic Structures shall only be altered (i) with the written permission of the Board following a public hearing; or (ii) in accordance with the provisions of the Code of Lower Gwynedd Township, Title Six, Zoning, Section 1298.19(g), as existing on the Effective Date. Notwithstanding any other provision hereof, the windows and exterior doors may be replaced with windows and doors that are consistent with the Historic Structures' architecture and character existing on the Effective Date, without the Board's approval or permission.

C. ***Ordinary Repairs and Maintenance.*** The Property and Historic Structures shall be maintained in such good, sound and attractive condition and state of repair as that existing on the Effective Date, which may require replacement, repair and/or reconstruction in kind, subject to the Board's approval, which shall not be unreasonably withheld.

3. **CONSTRUCTIVE NOTICE.** The restrictions and covenants set forth in this Declaration, shall be deemed to run with the land constituting the Property in perpetuity. Every person who owns, occupies, or acquires any right, title, estate, or interest in and to the Property, or any portion thereof, whether by fee or leasehold, shall be deemed to have consented and agreed to every restriction and covenant contained in this Declaration, whether or not reference to these restrictions and covenants is contained in the instrument by which such person acquired an interest in the Property or any portion thereof.

4. **MAINTENANCE.** The Declarant agrees to maintain the Property in good repair for its intended purpose as described in this Declaration. The Declarant further agrees not to neglect or to allow the Property to be neglected so as to defeat the purposes of this Declaration.

5. **GENERAL PROVISIONS.**

A. ***Amendment or Modification.*** This Declaration may not be modified, amended or terminated, except by written agreement executed and recorded by Declarant, or Declarant's successors, heirs or assigns, and the Lower Gwynedd Township Board of Supervisors. Any executed amendment or termination of this Declaration shall also be entered of record in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania (the "**Recorder's Office**").

B. ***Governing Law.*** This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the Lower Gwynedd Township Code.

C. ***Recording.*** This Declaration shall be recorded in the Recorder's Office by Declarant, Declarant's designee, or by the Lower Gwynedd Township Solicitor's Office at the Declarant's cost.

D. ***Severability.*** If any term or provision of this Declaration, or any part of such term or provision, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Declaration or the application of such term or provision or remainder shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

E. ***Enforceability.*** All of the restrictions in this Declaration are enforceable solely by Lower Gwynedd Township. This Declaration is not intended to and shall not be construed to give any third party any express or implied interest or rights with respect to or in connection with any agreement or provision contained herein or contemplated hereby. The Declarant expressly agrees that, in addition to other relief that may be pursued, injunctive/equitable relief is reasonable and permissible to enforce this Declaration. The prevailing party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be awarded whether or not such action is prosecuted to judgment. The Declarant and their heirs, successors and assigns shall, at all times, indemnify and hold harmless the Township and its elected and appointed officials, employees and agents against any violation of this Declaration. In the event that the condition of the Property shall be such as to violate the terms of this Declaration, the Township shall have the right, but not the obligation, to restore all or portions of the Property.

F. ***Effective Date.*** This Declaration shall become effective and binding upon the Property when duly entered of record in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania pursuant to **Paragraph 5.C.** above, and shall remain effective unless and until properly terminated in accordance with the terms hereof.

G. ***Superiority.*** The charges and burdens of this Declaration are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage affecting the Property or any part thereof, including any improvements now or hereafter placed thereon, and notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, shall remain in full force and effect, but are subordinate to the security interests of record on the Effective Date.

H. ***No General Public Access.*** This Declaration does not establish any rights of access in favor of the general public for any purposes whatsoever.

***SIGNATURES COMMENCE ON THE FOLLOWING PAGE***

**IN WITNESS WHEREOF**, Declarant has caused this Declaration to be executed on the day and year first written above.

**ATTEST:**

**DECLARANT:**

**LOWER GWYNEDD TOWNSHIP**, a Pennsylvania  
township of the second class

By: **ITS BOARD OF SUPERVISORS**

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**MIMI GLEASON, TOWNSHIP SECRETARY**

---

**DANIELLE A. DUCKETT, CHAIRPERSON**

## ACKNOWLEDGMENTS

**COMMONWEALTH OF PENNSYLVANIA**

□ □

SS.

COUNTY OF MONTGOMERY

□ □

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me, the undersigned officer, personally appeared **DANIELLE A. DUCKETT**, the Chairperson of the Lower Gwynedd Township Board of Supervisors, being duly sworn according to law, deposes and says that she is the duly authorized representative of the Declarant named herein, and that she executed the foregoing instrument for the purposes therein contained.

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

Notary Public  
My Commission Expires:



**To:** Board of Supervisors

**From:** John L. Farrell, Project Manager & Emergency Management Coordinator

**Date:** July 23, 2024

**Re:** Ingersoll Estate Easement Recommendations

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**Recommended actions:**

- **Motion to approve a permanent access easement on the Ingersoll property running from the western edge of the driveway to Old Bethlehem Pike.**
- **Motion to approve a temporary access easement on the Ingersoll property for public access through the length of the driveway, until the bridge replacement on Old Bethlehem Pike over Willow Run is complete.**

When the Ingersoll property is sold at auction, the property lines will only provide the new owners with access from Stone House Road. Our realtor and auctioneer have suggested that we provide permanent access to the property from Old Bethlehem Pike, in the form of an easement through the Township-owned open space. The access will follow the existing gravel driveway, which is a sewer easement. This will allow the new property owners the option to avoid traveling through the Spring House Farms neighborhood to access the house and barn.

Staff have also identified the need for a temporary access easement for Old Bethlehem Pike residents, as the auction will take place before the Old Bethlehem Pike bridge replacement is complete. During the installation of the new bridge, there will be times when the houses at the southern end of Old Bethlehem Pike will only be accessible through the Ingersoll property's driveway, and the adjacent sewer easement. The temporary access easement will cross the property from Stone House Road, through the front driveway of the property, and meet the sewer easement that is covered by the gravel driveway on Township property to Old Bethlehem Pike.

The legal descriptions and maps for both easements are attached.

## DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT is made, granted and declared this \_\_\_\_\_ day of \_\_\_\_\_, 2024, ("Effective Date"), by LOWER GWYNEDD TOWNSHIP, a Pennsylvania municipality of the second class ("Township").

### BACKGROUND

A. The Township owns real property and the improvements thereon, consisting of approximately 1.21 acres with a house and barn, located at 1145 Stone House Road, Parcel #39-00-03200-00-1, in Lower Gwynedd Township, Montgomery County, Pennsylvania (the "Property"). The Property also fronts on but has no access to Old Bethlehem Pike.

B. A portion of the Property is encumbered by a twenty foot (20') wide sanitary sewer easement in favor of the Township (the "Sewer Easement"). A portion of the Sewer Easement is paved by a driveway to Old Bethlehem Pike, for the exclusive use of the Township (the "Existing Driveway").

C. So as to make the Property more accessible to any future owner of the Property (the "Property Owner"), the Township desires to create a permanent exclusive access easement (the "Easement") from Stone House Road to Old Bethlehem Pike, across the Property and within the paved portion of the Sewer Easement. The area subject to the Easement ("Easement Area") is more particularly described in the legal description attached hereto as Exhibit "1" and is depicted in the plan prepared by Gilmore & Associates, Inc., dated June 26, 2024 entitled "Proposed 20' Wide Permanent Access Easement Exhibit" attached hereto as Exhibit "2" (the "Easement Plan").

NOW THEREFORE, the Township, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby declare as follows:

1. **DECLARATION OF EASEMENT.** The "Background" to this Declaration is hereby incorporated into and made a part of this Declaration. Declarant hereby imposes the Easement upon the Property for the purposes set forth in the "Background" to this Declaration, subject to the terms and conditions set forth herein. The Easement is intended to be exclusive to the Declarant and the Property Owner and is not intended to be used or made available to the public.

2. **TERM.** The Easement shall commence on the Effective Date and shall continue in perpetuity, unless terminated in a written instrument signed by the Township and the Property Owner.

3. **TERMS AND CONDITIONS.** The Easement is subject to the following terms and conditions:

(a) The Easement shall not be construed to allow the Township or the Property Owner to erect any buildings, structures or facilities of a permanent nature on the Property or within the Easement, other than any improvements necessary to provide safe access within the Easement Area.

(b) The Township reserves the right to use the Easement and Easement Area for all purposes which are consistent with the rights herein declared.

(d) The Property Owner covenants that no new building, pond, swimming pool, driveway, concrete pad, other temporary or permanent structure, or any form of access restriction shall be erected within the Easement Area. In the instance that the Property Owner desires to construct a new driveway or concrete pad within the Easement Area, the Property Owner shall first obtain the consent of the Township, which consent will not be unreasonably withheld.

(e) The Property Owner shall be solely responsible for all maintenance and repair of the Easement Area.

(f) Nothing contained herein shall be deemed a waiver by the Township of any governmental immunity defenses, statutory or otherwise.

(g) With respect to the Easement, the Property Owner and its heirs, executors, successors and assigns, do hereby agree to indemnify and hold the Township, its agents, employees, elected and appointed officials and its successors and assigns, harmless from any and all claims, injuries, damages, and costs (including attorney's fees) whether arising from loss that is personal or to property, resulting from or relating to the Property Owner's use of the Easement Area.

3. **NO DEDICATION.** Nothing in this Declaration shall be construed to constitute a dedication of any portion of the Easement Area to, or an acceptance thereof by the Township.

4. **RECORDATION.** This Declaration shall be recorded with the Recorder of Deeds of Montgomery County, Pennsylvania, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Declaration.

5. **HEADINGS.** The headings of the Sections herein are intended for reference only and are not intended to alter, amend or affect any of the terms or provisions of this Declaration.

6. **SEVERABILITY.** Invalidity of any one of these agreements, covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7. **AMENDMENT.** This Declaration may be modified, amended, or annulled only by the written agreement of the Township.

8. **EXHIBITS. Exhibits "1" and "2"** attached to this Declaration are incorporated herein and made a part hereof by this reference.

9. **GOVERNING LAW.** This Declaration shall be governed by the laws of the Commonwealth of Pennsylvania.

10. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Declaration shall be easements and rights running with the land, shall be recorded against the Property, and shall be binding upon and inure to the benefit of the Township and its successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

**IN WITNESS WHEREOF**, the Township has caused this Declaration to be executed on the day and year first written above.

**ATTEST:**

**LOWER GWYNEDD TOWNSHIP**, a Pennsylvania  
township of the second class  
By: **ITS BOARD OF SUPERVISORS**

\_\_\_\_\_  
**MIMI GLEASON, TOWNSHIP SECRETARY**

\_\_\_\_\_  
**DANIELLE A. DUCKETT, CHAIRPERSON**

## ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF MONTGOMERY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me, the undersigned officer, personally appeared **DANIELLE A. DUCKETT**, the Chairperson of the Lower Gwynedd Township Board of Supervisors, being duly sworn according to law, deposes and says that she is the duly authorized representative of the Township named herein, and that she executed the foregoing instrument for the purposes therein contained.

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

Notary Public  
My Commission Expires:

## EXHIBIT "1"



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description**  
**Proposed 20' Wide Permanent Access Easement on T.M.P. 390003200001**  
**Lands N/L Lower Gwynedd Township**  
**Lower Gwynedd Township, Montgomery County, Pennsylvania**

Beginning at a point on the dividing line between lands N/L Lower Gwynedd Township, T.M.P. 390003088005 and T.M.P. 390003200001, said point being located North 04° 18' 11" East, for a distance of 35.26 feet to a rebar found on the northerly legal right-of-way of Stone House Road (50' wide), and from said Point of Beginning the following courses based on The Pennsylvania State Plane Coordinate System South (PSPCS)(a clockwise rotation of 08°05'10" is required to convert from PSPCS to the deed of record as recorded in Deed Book 5585 Page 2418), thence;

Through lands N/L Lower Gwynedd Township, T.M.P. 390003200001, the following two (2) courses and distances:

1. North 85° 28' 26" West, for a distance of 186.25 feet to a point, thence;
2. North 79° 55' 04" West, for a distance of 46.45 feet to a point on the easterly legal right-of-way line of Old Bethlehem Pike (60' wide), thence;
3. Along said easterly legal right-of-way line of Old Bethlehem Pike, North 40° 41' 40" East, for a distance of 23.24 feet to a point, thence;

Through lands N/L Lower Gwynedd Township, T.M.P. 390003200001, the following two (2) courses and distances:

4. South 79° 55' 04" East, for a distance of 33.65 feet to a point, thence;
5. South 85° 28' 26" East, for a distance of 185.20 feet to a point on the dividing line of lands N/L Lower Gwynedd Township, T.M.P. 390003088005 and T.M.P. 390003200001, thence;
6. Along said dividing line, South 04° 18' 11" West, for a distance of 20.00 feet to the Point and Place of Beginning.

Containing 4,516 square feet or 0.104 acres, more or less.

Attached hereto as Exhibit 'A' is a plan entitled "Proposed 20' Wide Permanent Access Easement on T.M.P. 390003200001, Lower Gwynedd Township, Montgomery County, Pennsylvania", dated June 26, 2024, prepared by Gilmore & Associates, Inc., and by this reference made a part hereof.

Dated: June 26, 2024  
File No.: 9991022  
Prepared by: Russell T. Cross, Professional Land Surveyor  
Pennsylvania License No.: SU075552  
RTC/srt

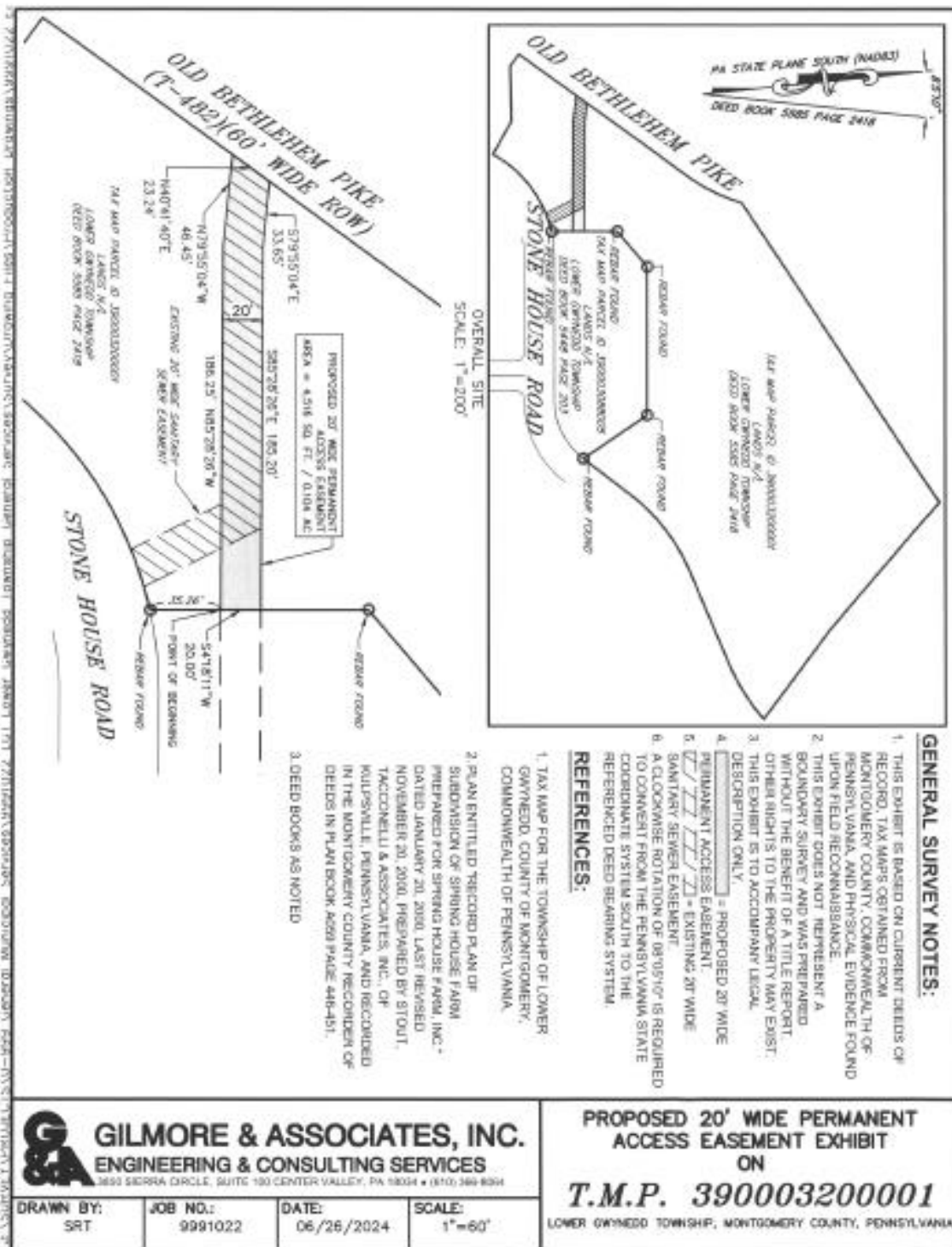


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**EXHIBIT "2"**



## DECLARATION OF TEMPORARY EASEMENT FOR PUBLIC ACCESS

THIS DECLARATION OF TEMPORARY EASEMENT FOR PUBLIC ACCESS is made, granted and declared this \_\_\_\_\_ day of \_\_\_\_\_, 2024, (“Effective Date”), by LOWER GWYNEDD TOWNSHIP, a Pennsylvania municipality of the second class (“Township”).

### BACKGROUND

A. The Township owns real property and the improvements thereon, consisting of approximately 1.21 acres with a house and barn, located at 1145 Stone House Road, Parcel #39-00-03200-00-1, in Lower Gwynedd Township, Montgomery County, Pennsylvania (the “Property”). The Property also fronts on but has no access to Old Bethlehem Pike.

B. Old Bethlehem Pike is a cul-de-sac street, with access solely from Chesterfield Drive. The Township is proposing the replacement of a bridge (the “Bridge”) on Old Bethlehem Pike, which would prevent the only means of access to Old Bethlehem Pike (the “Bridge Replacement Project”).

C. Therefore, the Township intends to create a temporary access easement (the “Temporary Easement”) from Stone House Road to Old Bethlehem Pike, across the Property and within the paved portion of an existing Township sanitary sewer easement. The area subject to the Temporary Easement (“Easement Area”) is more particularly described in the legal description attached hereto as Exhibit “1” and is depicted in the plan prepared by Gilmore & Associates, Inc., dated June 26, 2024 entitled “Proposed 20’ Wide Temporary Access Easement Exhibit” attached hereto as Exhibit “2” (the “Easement Plan”).

D. Once the Bridge is reopened, the Temporary Easement will immediately terminate.

NOW THEREFORE, the Township, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby declare as follows:

1. **DECLARATION OF EASEMENT.** The “Background” to this Declaration is hereby incorporated into and made a part of this Declaration. The Township hereby imposes the Temporary Easement upon the Property for the purposes set forth in the “Background” to this Declaration, subject to the terms and conditions set forth herein. The Temporary Easement is intended to be non-exclusive and made available to the public solely for access to Old Bethlehem Pike and only until the Termination Date.

2. **TERM.** The Temporary Easement shall commence on the Effective Date and shall expire immediately upon the Township’s reopening of the Bridge for public access (the “Termination Date”).

3. **TERMS AND CONDITIONS.** The Temporary Easement is subject to the following terms and conditions:

(a) The Temporary Easement shall not be construed to allow the Township to erect any buildings, structures or facilities of a permanent nature on the Property, other than any improvements necessary to provide safe access within the Temporary Easement Area.

(b) The Township shall, at its own expense, restore any damage to the Property which results from the use of the Temporary Easement to its original condition, unless otherwise agreed in writing by any subsequent owner of the Property.

(c) The Township reserves the right to use the Temporary Easement and Easement Area for all purposes which are consistent with the rights herein declared.

(d) The Township shall maintain the Easement Area during the term of the Temporary Easement.

(e) Except as may be caused by the negligent acts or omissions of the Township, its employees, agents or its representatives, the Township shall not be liable for any injury or damage to any person or property resulting from the Township's exercise of the rights herein granted. The Township agrees to indemnify, defend, and hold any subsequent owner of the Property harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the Temporary Easement, except to the extent caused by the negligence or misconduct of such owner and the Owner's successors, assigns, agents or representatives.

(f) Nothing contained herein shall be deemed a waiver by the Township of any governmental immunity defenses, statutory or otherwise.

(g) At all times the Easement Area shall remain free from any obstruction that would impede vehicular access to Old Bethlehem Pike.

3. **NO DEDICATION.** Nothing in this Declaration shall be construed to constitute a dedication of any portion of the Easement Area to, or an acceptance thereof by, the Township.

4. **RECORDATION.** This Declaration shall be recorded with the Recorder of Deeds of Montgomery County, Pennsylvania, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Declaration.

5. **HEADINGS.** The headings of the sections herein are intended for reference only and are not intended to alter, amend or affect any of the terms or provisions of this Declaration.

6. **SEVERABILITY.** Invalidity of any one of these agreements, covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7. **AMENDMENT.** This Declaration may be modified, amended, or annulled only by the written agreement of the Township.

8. **EXHIBITS.** **Exhibits "1" and "2"** attached to this Declaration are incorporated herein and made a part hereof by this reference.

9. **GOVERNING LAW.** This Declaration shall be governed by the laws of the Commonwealth of Pennsylvania.

10. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Declaration shall be easements and rights running with the land, shall be recorded against the Property, and shall be binding upon and inure to the benefit of the Township and its successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

**IN WITNESS WHEREOF**, the Township has caused this Declaration to be executed on the day and year first written above.

**ATTEST:**

**LOWER GWYNEDD TOWNSHIP**, a Pennsylvania  
township of the second class  
By: **ITS BOARD OF SUPERVISORS**

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**MIMI GLEASON, TOWNSHIP SECRETARY**

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**DANIELLE A. DUCKETT, CHAIRPERSON**

## ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF MONTGOMERY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me, the undersigned officer, personally appeared **DANIELLE A. DUCKETT**, the Chairperson of the Lower Gwynedd Township Board of Supervisors, being duly sworn according to law, deposes and says that she is the duly authorized representative of the Township named herein, and that she executed the foregoing instrument for the purposes therein contained.

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

Notary Public  
My Commission Expires:

EXHIBIT "1"



GILMORE & ASSOCIATES, INC.  
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description  
Proposed 20' Wide Temporary Access Easement on T.M.P. 390003088005  
Lands N/L Lower Gwynedd Township  
Lower Gwynedd Township, Montgomery County, Pennsylvania**

Beginning at a point on the dividing line of lands N/L Lower Gwynedd Township, T.M.P. 390003088005 and T.M.P. 390003200001, said point being located North 04° 18' 11" East, for a distance of 35.26 feet from a point the northerly legal right-of-way line of Stone House Road (50' wide), and from said Point of Beginning the following courses based on The Pennsylvania State Plane Coordinate System South (PSPCS) (a clockwise rotation of 08°05' 10" is required to convert from PSPCS to the deed of record as recorded in Deed Book 5448, Page 203), thence;

1. Along said dividing line between lands N/L Lower Gwynedd Township, T.M.P. 390003088005 and T.M.P. 390003200001, North 04° 18' 11" East, a distance of 20.00 feet to a point, thence;

Through lands N/L Lower Gwynedd Township, T.M.P. 390003088005, the following two (2) courses and distances:

2. South 85° 28' 26" East, for a distance of 363.91 feet to a point, thence;
3. South 34° 35' 50" East, for a distance of 17.06 feet to the point of a curve on the northerly legal right-of-way line of Stone House Road (50' wide), thence;
4. Along the said northerly legal right-of-way line of Stone House Road (50' wide), along a curve to the right (not tangent to the previous course), having a radius of 125.00 feet, an arc length of 20.03 feet, and whose chord bears South 54° 16' 47" West, for a chord distance of 20.00 feet to a point, thence;

Through lands N/L Lower Gwynedd Township, T.M.P. 390003088005, the following two (2) courses and distances:

5. North 34° 35' 50" West, for a distance of 7.94 feet to a point, thence;
6. North 85° 28' 26" West, for a distance of 354.32 feet to the Point and Place of Beginning.

Containing 7,438 square feet or 0.171 acres, more or less.

Attached hereto as Exhibit 'A' is a plan entitled "Proposed 20' Wide Temporary Access Easement on T.M.P. 390003088005, Lower Gwynedd Township, Montgomery County, Pennsylvania", dated June 17, 2026, prepared by Gilmore & Associates, Inc., and by this reference made a part hereof.

Dated: June 26, 2024  
File No.: 9991022  
Prepared by: Russell T. Cross, Professional Land Surveyor  
Pennsylvania License No.: SU075552  
RTC/ut

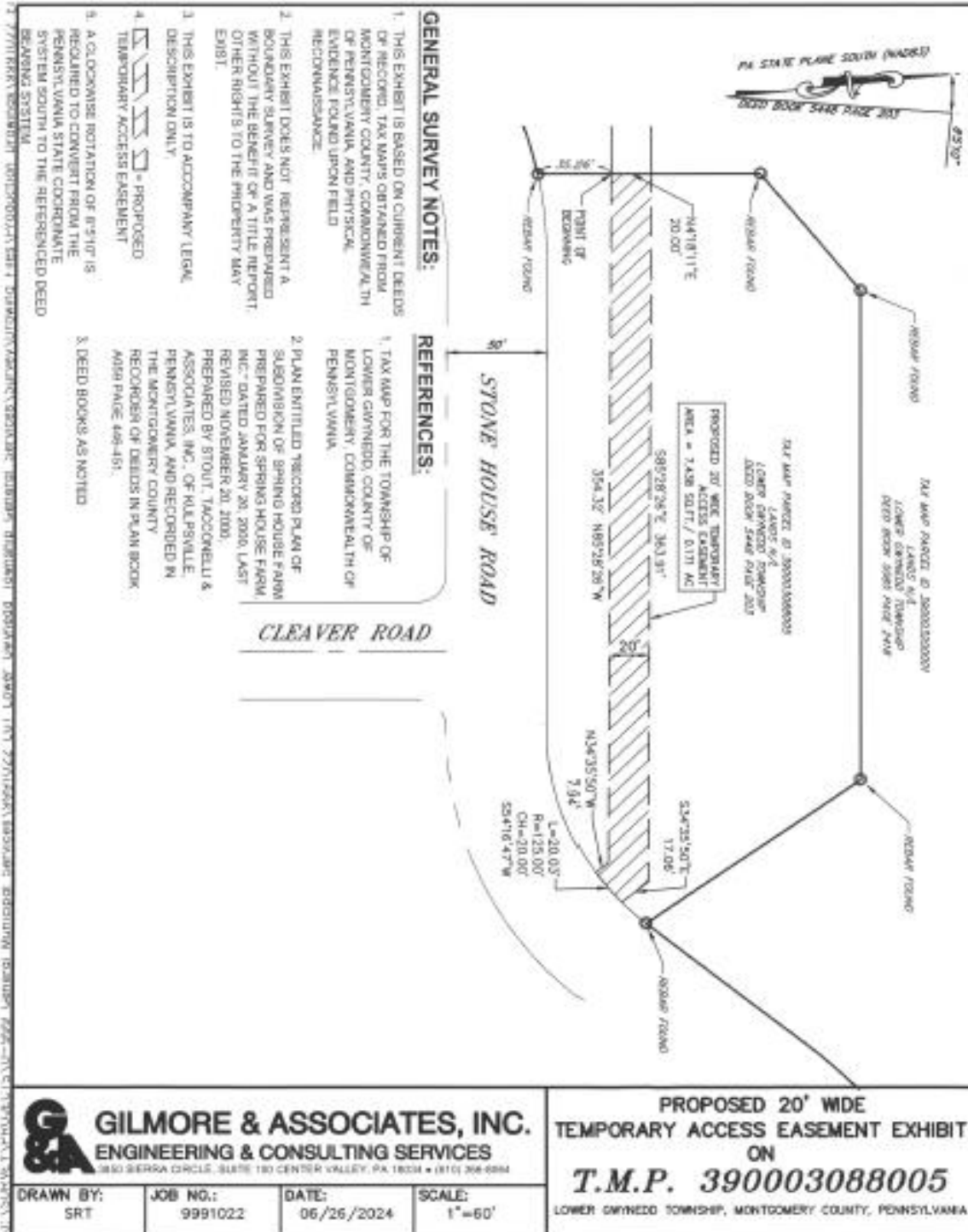
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# EXHIBIT "2"





## MEMORANDUM

**ATTN:** Board of Supervisors

**DATE:** Friday, July 19, 2024

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

**SUBJ:** Multimodal Transportation Fund Grant Application Submission-Penllyn Train Station Trail

Township Staff is requesting that the BOS authorize a grant application submission to the Department of Community and Economic Development Multimodal Transportation Fund (MTF) for the Penllyn Train Station Trail Connection Project in the amount of \$290,372. This project will connect the Penllyn Train Station to Pen-Ambler Park and the mixed-use development Ambler Yards. The goal of the project is to improve pedestrian access and safety by installing a trail beginning at Pen-Ambler Park continuing along Pen-Ambler Road to the intersection of Pen-Ambler Road and Old Penllyn Pike. Crosswalks will be provided across both intersecting streets and sidewalks will be extended on the south side of the intersection to the train station ultimately completing the connection. The Township was awarded a \$250,000 grant through the MONTCO 2040 Implementation Program in May, and we plan to use those funds as our match for the MTF. Resolution #2024-23 authorizes the submission of the grant application and designates the Township Manager and Assistant Managers as authorized signers of all paperwork associated with the grant application.

***Recommended Motion: Staff recommends the BOS approves Resolution #2024-23 authorizing the submission of a grant application for the Penllyn Train Station Trail Connection Project in the amount of \$290,372 and designate the Township Manager and Assistant Manager as signatories on all grant documentation.***

**LOWER GWYNEDD TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2024- 23**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE PENNSYLVANIA  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT MULTIMODAL TRANSPORTATION  
FUND (MTF) PROGRAM**

Be it resolved, that the Lower Gwynedd Township Board of Supervisors of Montgomery County hereby request a Multimodal Transportation Fund (MTF) grant in the amount of \$290,372 from the Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for the Penllyn Train Station Trail Connection Project; and

Be it further resolved, that the Applicant does hereby designate Mimi Gleason, Township Manager and Jamie Worman, Assistant Township Manager, as the officials to execute all documents and agreements between the Lower Gwynedd Township Board of Supervisors and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant; and

I, Mimi Gleason, duly qualified Secretary of Lower Gwynedd Township, Montgomery County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by the majority vote of the Lower Gwynedd Township Board of Supervisors at a regular meeting held July 23<sup>rd</sup>, 2024 and said Resolution has been recorded in the Minutes of the Lower Gwynedd Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Lower Gwynedd Township Board of Supervisors, this 23<sup>rd</sup> day of July 2024.

Lower Gwynedd Township  
Name of Applicant

Montgomery County  
County

\_\_\_\_\_  
Mimi Gleason, Secretary



## MEMORANDUM

**ATTN:** Board of Supervisors

**DATE:** Thursday, July 18, 2024

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

**SUBJ:** LSA Grant Application Submission-Ingersoll Park Improvements Ph 3

Lower Gwynedd Township staff are preparing an application to submit to the Department of Community and Economic Development Statewide Local Share Account Grant Program requesting funding in the amount of \$930,000 for improvements at Ingersoll Park. The proposed improvement project will include the installation of a picnic grove, memorial entry plaza, tot-lot, batting cage pavilion, pollinator garden, stormwater management facilities, and an electrical conduit for future improvements. There is no match requirement for this grant but in the event the project is only partially funded the Township would assume the remaining financial responsibility. Our intention is to partner with the Lower Gwynedd Little League as well. Resolution #2024-24 authorizes the submission of the grant application and designates the Township Manager and Assistant Managers as authorized signers of all paperwork associated with the grant application.

***Recommended Motion: Staff recommends the BOS approves Resolution #2024-24 authorizing the submission of a grant application for the Ingersoll Park Improvement Project Phases 3 in the amount of \$930,000 and designate the Township Manager and Assistant Manager as signatories on all grant documentation.***

**RESOLUTION #2024-24**

**A RESOLUTION OF LOWER GWYNEDD TOWNSHIP, MONTGOMERY COUNTY,  
AUTHORIZING THE SUBMISSION OF A  
STATEWIDE LOCAL SHARE ACCOUNT GRANT APPLICATION FOR  
THE INGERSOLL PARK IMPROVEMENT PROJECT PHASES 3**

Be it RESOLVED, that Lower Gwynedd Township of County of Montgomery hereby request a Statewide Local Share Assessment grant of \$930,000.00 from the Commonwealth Financing Authority to be used for Ingersoll Park Improvement Project Phases 3 located in Lower Gwynedd Township.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Mimi Gleason, Township Manager and Jamie Worman, Assistant Township Manager as the officials to execute all documents and agreements between Lower Gwynedd Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Mimi Gleason, duly qualified Secretary of Lower Gwynedd Township, County of Montgomery, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a regular meeting held July 23, 2024, and said Resolution has been recorded in the Minutes of Lower Gwynedd Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Lower Gwynedd Township, this 23<sup>rd</sup> day of July 2023.

Lower Gwynedd Township  
Name of Applicant

Montgomery County  
County

\_\_\_\_\_  
Mimi Gleason, Secretary

**LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS**

**COUNTY OF MONTGOMERY,  
COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2024 - 25**

**AMENDMENT TO THE MISSION SQUARE RETIREMENT  
GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT  
FOR NON-UNIFORMED EMPLOYEES REVISING VESTING PROVISION**

**WHEREAS**, the Lower Gwynedd Township Board of Supervisors established a money purchase retirement plan for all non-uniformed employees hired after January 1, 2014, as approved in Resolution 2014-08;

**WHEREAS**, the vesting period at the time of initial adoption of the defined contribution money purchase plan was intended to mirror the 10-year vesting period in the non-uniformed defined benefit pension plan for parity;

**WHEREAS**, ten years has elapsed since the adoption of the money purchase plan and closing of the defined benefit plan to new employees, eliminating the value of that parity and supporting consideration of a vesting period designed for a defined contribution (401(k)-style) retirement plan instead of a defined benefit (traditional pension) retirement plan;

**WHEREAS**, the Board of Supervisors desires to provide for a competitive benefit package for non-uniformed employees; and

**WHEREAS**, Mission Square (formerly ICMA-RC) administers the money purchase plan for Lower Gwynedd Township;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Lower Gwynedd Township:

1. To authorize the Township Manager to amend the Mission Square Retirement Governmental Money Purchase Plan Adoption Agreement revising the vesting provision to follow this schedule:

<b>Period of Service Completed</b>	<b>Percent Vested</b>
One Year	0%
Two Years	25%
Three Years	50%
Four Years	75%
Five Years	100%

2. To confirm that the contribution provisions of the money purchase plan remain unchanged and, accordingly, the Township shall continue to contribute on behalf of each participant a fixed percent of base salary, as follows:

<b>Period of Service Completed</b>	<b>Percent of Base Salary</b>
Six Months	4%
Three Years	6%
Six Years	8%
Ten Years	10%

**RESOLVED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
Mimi Gleason  
Secretary

By: \_\_\_\_\_  
Danielle Duckett, Chair  
Board of Supervisors



<b>PROJECT</b>	<b>WORK PERFORMED LAST PERIOD</b> (June 25 <sup>th</sup> to July 23 <sup>rd</sup> )	<b>WORK TO BE PERFORMED THIS PERIOD</b> (July 23 <sup>rd</sup> to August 27 <sup>th</sup> )
<b>GENERAL TOWNSHIP PROJECTS</b>		
1. NPDES – MS4 Reporting	<ul style="list-style-type: none"><li>No work performed this period.</li></ul>	<ul style="list-style-type: none"><li>Monitor permit status and perform work as necessary.</li></ul>
2. Misc. Consulting Services	<ul style="list-style-type: none"><li>Continue design for 448 Marion Driveway replacement. Deed research into existing right-of-way / easements and contact concrete fabricators for quotes on box culvert.</li><li>Kick off meeting for woodlands evaluations and strategic management plan.</li><li>Pavement reprofiling on Knight/Francis/Brookside was done week of 7/15.</li></ul>	<ul style="list-style-type: none"><li>Continue work on stormwater strategic plan.</li><li>Monitor Knight/Francis/Brookside to see if additional pavement gutter work needs to be done before adding final wearing course.</li><li>Air Release Valve ordered for Open Door Pump station. Schedule &amp; Coordinate installation once valve is received.</li></ul>
3. Old Bethlehem Pike Bridge Replacement / Streambank Stabilization	<ul style="list-style-type: none"><li>Temporary &amp; Permanent Access Easements through Ingersoll property were complete.</li><li>Revised bridge alignment to avoid utility conflicts.</li><li>PECO gas needs to be relocated.</li></ul>	<ul style="list-style-type: none"><li>Give PECO gas a draft easement area and get a schedule from them for relocation of gas line.</li><li>Coordination with PECO electric on existing overhead wires.</li><li>Once a schedule for PECO gas relocation is determined, bid project and bring opened/evaluated bids to BOS at future meeting.</li></ul>
4. Bethlehem Pike Pedestrian Bridges (Montco 2040 Grant)	<ul style="list-style-type: none"><li>Redesign of foundations complete.</li><li>Coordination with contractor, Contech, and Ambler re: new design.</li><li>Bridge abutments installed 7/19.</li></ul>	<ul style="list-style-type: none"><li>Bridge scheduled for delivery on July 24<sup>th</sup>.</li><li>Complete curb, sidewalk, and guiderail work once bridge is set.</li></ul>
5. Road Repaving Program	<ul style="list-style-type: none"><li>Coordination with contractor and liquid fuels re: Mill &amp; Overlay contract payment.</li></ul>	<ul style="list-style-type: none"><li>Ultra-thin bonded wearing course work will happen later in the summer. August timeframe.</li></ul>
6. Pen-Ambler Park	<ul style="list-style-type: none"><li>Final as-built survey completed and send to AMO for inclusion on ACT 2 submission to DEP.</li></ul>	<ul style="list-style-type: none"><li>Monitor project and perform work as necessary.</li></ul>

PROJECT	WORK PERFORMED LAST PERIOD (June 25 <sup>th</sup> to July 23 <sup>rd</sup> )	WORK TO BE PERFORMED THIS PERIOD (July 23 <sup>rd</sup> to August 27 <sup>th</sup> )
7. Park Master Plans (Ingersoll, Pen-Ambler, Oxford) DCED Grant.	<ul style="list-style-type: none"> <li>Revised LSA scope for Phase 3 improvements.</li> <li>Work with staff on DCED Multi-modal transportation fund grant for Penllyn Staton Trail.</li> <li>Existing features survey for Ingersoll Park Improvements.</li> </ul>	<ul style="list-style-type: none"> <li>Submission deadline for DCED MTF grant is July 31<sup>st</sup>.</li> <li>Anticipate submitted revised LSA grant end of July / Early August.</li> <li>Work on design for Phase 2 Ingersoll Improvements, which Township received state funding through Maria Collett's office.</li> </ul>
<b>PRIVATE DEVELOPMENT PROJECTS</b>		
1. Saint Charles Seminary	<ul style="list-style-type: none"> <li>Construction Observation.</li> </ul>	<ul style="list-style-type: none"> <li>Anticipate TCO in August.</li> </ul>
2. Precision Watches	<ul style="list-style-type: none"> <li>Construction Observation.</li> <li>Coordination with Owner re: site work TCO requirements.</li> </ul>	<ul style="list-style-type: none"> <li>TCO issued in July.</li> <li>Monitor project status and perform work as needed.</li> </ul>
3. Hunt Seat Drive	<ul style="list-style-type: none"> <li>Construction observation.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor project status and perform work as needed.</li> </ul>
4. Goddard School	<ul style="list-style-type: none"> <li>No work performed this period.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor project status and perform work as needed.</li> </ul>
5. Gwynedd Mercy Academy High School	<ul style="list-style-type: none"> <li>Construction observation.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor project status and perform work as needed.</li> </ul>
6. GMU – Tri-Plex Building Courtyard Improvements	<ul style="list-style-type: none"> <li>No work performed this period.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor project status and perform work as needed.</li> </ul>
7. GMU – Healthcare Innovation Campus	<ul style="list-style-type: none"> <li>Review issued for revised plans and escrows.</li> <li>Pre-construction meeting held on July 11<sup>th</sup>.</li> </ul>	<ul style="list-style-type: none"> <li>Construction observation.</li> </ul>
8. SHIP Building 14 Parking & Substation Land Development	<ul style="list-style-type: none"> <li>Construction observation.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor project status and perform work as necessary.</li> </ul>

PROJECT	WORK PERFORMED LAST PERIOD (June 25 <sup>th</sup> to July 23 <sup>rd</sup> )	WORK TO BE PERFORMED THIS PERIOD (July 23 <sup>rd</sup> to August 27 <sup>th</sup> )
9. 776 Johns Lane (Hughes Subdivision)	<ul style="list-style-type: none"> <li>Construction observation.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor project status and perform work as needed.</li> </ul>

## LOWER GWYNEDD TOWNSHIP PROJECT STATUS REPORT July 2024

### DESIGN PROJECTS

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

- Board of Supervisors approved contract extension on 1/23/2024 through 8/28/2024.
- Bowman has reiterated to the contractor that the project must be completed prior to the start of the 2024-2025 school year, which is August 26, 2024.
- All proposed underground stormwater systems have been installed, including the pipe replacement of 42-inch CMP on Sumneytown Pike.
- Temporary traffic signal controller adjustments have been implemented to reduce the congestion at the intersection of Bethlehem Pike and Sumneytown Pike/Norristown Road during construction.
- Barrier and fence installation completed along Norristown Road.
- Installation completed for traffic signal mast arm pole on southwest corner, lane control mast arm pole on Norristown Road, and 60-foot mast arm pole on northwest corner. Work is ongoing with remaining traffic signal items until project completion.
- Installation of sidewalk, guiderail, roadway utility adjustments completed in June.
- Night paving (at intersection only) completed 6/17/2024, up to wearing (final) course.
- As of 6/20/2024 construction progress meeting, JDM estimates that project remains on schedule.
- Concrete work (including curb, sidewalk, curb ramps and signal island) completed during week of 7/15/2024.
- Night paving scheduled for 7/18 – 7/19/2024, from 7PM – 5AM, in order to complete the project milling, paving, and temporary pavement markings.
- Next construction progress meeting scheduled for 7/23/2024.

### TRAFFIC SIGNAL PROJECTS

#### **BETHLEHEM PIKE AND DAGER ROAD TRAFFIC SIGNAL POLE REPLACEMENTS**

- Replace two (2) traffic signal poles at the intersection based on recent traffic signal maintenance inspection report.
- Construction and bid documents are being prepared to request bid authorization at August 27 Board of Supervisors meeting.
- Construction anticipated for 2025.

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

- Traffic signal modernization improvement project.
- DCED LSA – Statewide grant application submitted 11/30/2023.

#### **WELSH ROAD TRAFFIC SIGNAL UPGRADES**

- Traffic signal upgrades for the intersections with Evans Road and Darden Drive/Gwynedd Crossing.
- PennDOT Green Light Go (GLG) grant application submitted 2/29/2024.



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

[www.lowergwynedd.org](http://www.lowergwynedd.org)

Finance Memorandum

Date: July 18, 2024

To: Mimi Gleason, Township Manager

From: Melinda Haldeman, CPA Finance Director 

RE: June 2024 LGT Financial Packet:

- ❖ Fund and Cash Balances as of June 30, 2024
- ❖ YTD Budget Report with Prior Years Actuals thru June 30, 2024

The following are items I wish to bring to your attention:

- All cash account reconciliations are current through June 30, 2024
- Sewer Account Receivable is reconciled through June 30, 2024
- All ARPA monies must be obligated by December 31, 2024, and paid out as of December 31, 2026. The current amount left to spend as of June 30, 2024, is \$104,171.95.
- We were awarded a Grant from EDCDI for \$830,000 for the Ingersoll Park Improvements. This was not budgeted for 2024. Receipt is estimated to be received in August 2024. This will be deposited into the Capital Reserve Fund.

**FUND BALANCE  
AND  
CASH BALANCE**

Lower Gwynedd Township  
Fund and Cash Balances as of June 30, 2024

FUND BALANCE @					
FUND #	FUND	01/01/2024		(INCREASE)DECREASE THRU 06/30/2024	FUND BALANCE @ 06/30/2024
			FINAL		
01	GENERAL		-8,012,322.99	-1,541,314.03	-9,553,637.02
02	STREET LIGHT		-29,226.63	-12,331.97	-41,558.60
03	FIRE PROTECTION		-61,793.14	-192,491.51	-254,284.65
04	FIRE HYDRANT		-59,525.99	-4,578.39	-64,104.38
05	RECREATION		23,901.46	-129,537.85	-105,636.39
	GENERAL OPERATING FUNDS SURPLUS		-8,138,967.29	-1,880,253.75	-10,019,221.04
08	SEWER OP		-5,763,141.16	-268,838.26	-6,031,979.42
09	SEWER CAPITAL		-4,371,454.29	-145,758.98	-4,517,213.27
	SEWER FUNDS SURPLUS		-10,134,595.45	-414,597.24	-10,549,192.69
16	ACQ OPEN SPACE		-2,250,870.84	-61,249.00	-2,312,119.84
30	CAPITAL RESERVE		-4,214,533.23	-927,893.73	-5,142,426.96
31	STORMWATER MINGMNT		-795,605.31	45,562.02	-750,043.29
33	TRAFFIC IMPACT		-1,819,129.36	667,524.27	-1,151,605.09
35	HIGHWAY AID		-400,571.72	-53,396.18	-453,967.90
	CAPITAL FUNDS		-9,480,710.46	-329,452.62	-9,810,163.08

YTD SURPLUS ALL FUNDS: -2,624,303.61

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).

Cash Balance Total @ 06/30/2024	\$ 9,222,763.80
	\$ 30,637.28
	\$ 64,772.10
	\$ 61,404.64
	\$ 7,688.12
TOTAL CASH OPERATING FUNDS	\$ 9,387,265.94
	\$ 1,907,530.83
	\$ 4,596,568.88
TOTAL CASH SEWER FUNDS	\$ 6,504,099.71
	\$ 2,312,439.34
Includes ARPA Funds	\$ 6,143,473.21
	\$ 817,699.45
	\$ 1,874,725.13
TOTAL CASH CAPITAL FUNDS	\$ 481,168.10
	\$ 11,629,505.23

**YTD BUDGET REPORT WITH ACTUALS  
2021/2022/2023/2024**

07/19/2024  
09:04:46

Lower Gwynedd Township  
YTD BUDGET REPORT WITH PRIOR YEARS  
THRU JUNE 2021/2022/2023/2024  
FOR PERIOD 06 OF 2024

ACCOUNTS FOR: 01 GENERAL FUND	PRIOR YR3 ACTUALS 2021	PRIOR YR2 ACTUALS 2022	LAST YR ACTUALS 2023	CURRENT YR ACTUALS 2024	CY REV BUDGET
301 REAL ESTATE TAXES	-900,928.62	-981,819.78	-999,445.67	-1,009,555.42	-1,075,000.00
310 LOCAL TAX ACT 511	-3,232,870.79	-4,325,760.45	-4,505,426.75	-4,404,080.19	-7,435,000.00
321 BUSINESS LICENSES & PRMTS	-157,733.65	-158,532.05	-154,131.14	-150,376.95	-291,700.00
322 NON-BUSINESS LICENSE/PRMT	-4,350.00	-6,110.00	-7,535.00	-23,570.00	-12,000.00
331 FINES	-6,611.33	-4,146.16	-5,035.56	-7,175.76	-11,500.00
341 INTEREST EARNINGS	-3,662.63	-13,744.27	-123,167.95	-193,328.30	-330,000.00
342 RENTS & ROYALTIES	-129,757.02	-133,649.71	-137,038.71	-139,054.02	-281,529.00
354 ST. CAPITAL & OP. GRANTS	.00	.00	.00	.00	-2,500.00
355 STATE SHARED REV & ENTLMT	-200.00	.00	-200.00	-1,200.00	-486,117.00
358 LOCAL GOVT ENTITLEMENT	.00	.00	.00	-17,705.38	-19,000.00
361 DEPT EARNINGS-GEN GOVT	-25,907.52	-24,865.96	-26,530.55	-54,619.50	-40,000.00
362 DEPT EARNGS-PUBLIC SAFETY	-319,201.44	-297,481.19	-377,279.85	-270,343.66	-687,973.00
363 DEPT EARNGS-HGHWSY & STS	-3,810.00	-3,900.00	-3,990.00	-4,080.00	-4,080.00
380 MISCELLANEOUS REVENUE	-1,859.80	-47,486.00	-1,151.96	-302.10	-5,000.00
387 CONTRIBUTIONS & DONATIONS	-35,450.64	.00	.00	.00	-30,000.00
392 INTERFUND OPERATING TRANS	.00	-4,164.00	-332.07	.00	-10,394.00
400 GEN GOVT-LEGISLATIVE BODY	66,420.36	56,499.54	83,738.77	88,539.99	231,069.00
401 GEN GOVT-EXECUTIVE	188,677.04	190,386.56	164,143.83	237,910.01	480,590.00
402 GEN GOVT-FINANCIAL ADMIN	116,403.25	120,281.28	215,604.60	140,011.20	420,092.00
403 GEN GOVT-TAX COLLECTION	50,929.24	61,461.64	65,803.48	67,684.88	112,310.00
404 GEN GOVT-LAW	37,087.63	57,047.12	84,604.73	55,994.83	160,500.00
408 GEN GOVT-ENGINEER	53,991.82	56,989.33	46,702.21	64,249.92	135,000.00
409 GEN GOVT-BUILDINGS & PLANT	104,864.41	128,374.77	113,906.85	119,805.41	289,044.00
410 GEN GOVT-POLICE	1,506,388.78	1,674,184.84	1,953,768.12	1,985,348.82	4,620,138.96
411 GEN GOVT-FIRE	.00	.00	.00	.00	137,473.00
412 AMBULANCE	.00	.00	30,000.00	.00	30,000.00
413 GEN GOVT-CODE ENFORCEMENT	15,605.80	14,112.00	4,613.25	3,600.00	12,000.00
414 GEN GOVT-PLANING & ZONING	246,681.50	209,837.80	224,791.77	241,302.59	675,464.00
427 SANITATN-SOLID WASTE DISP	4,505.84	6,950.00	6,850.00	6,550.00	7,500.00
429 PUBLIC WORKS-WASTETR COLL	862.59	1,097.51	.00	.00	.00
430 PUB WORKS-HIGHWAY RDS STS	307,359.52	275,594.90	276,303.16	254,640.33	713,997.00
431 CLEANING STREETS & GUTTER	3,861.63	75.00	5,868.77	5,820.25	10,000.00
432 PUBLIC WORKS-SNOW/ICE REMV	46,212.88	23,163.03	4,397.31	8,689.32	51,060.00
433 PUBLIC WORKS-TRAFFIC	4,712.83	36,955.77	64,560.63	7,797.63	35,750.00
434 PUBLIC WORKS-STREET LGHTNG	2,634.56	1,068.38	883.34	2,231.66	3,200.00
436 MAINTENANCE STORM SEWERS	7,361.01	6,440.65	10,901.71	8,907.75	17,500.00
437 PUBLIC WORKS-REPR TOOL&WAC	36,824.57	44,156.97	44,837.40	44,253.52	77,658.00
438 PUBLIC WORKS-HIGHWAY MAINT	11,323.46	1,554.82	3,849.43	3,640.80	15,000.00
461 OPEN SPACE CONSERVATION	1,354.40	2,728.81	3,487.82	.00	.00
486 INSURANCE	89,472.18	26,794.90	35,319.12	91,795.64	68,460.00
487 EMPLOYEE BENEFITS	20,359.58	36,148.57	43,153.85	77,488.66	113,838.00
491 REFUND PRIOR YEAR REVENUES	1,099.69	-248.66	.00	.00	.00
492 INTERFUND OPERATING TRANS	1,388,159.00	2,074,857.00	620,375.00	1,217,814.04	1,874,537.00
TOTAL GENERAL FUND	-509,189.87	-895,147.04	-2,232,800.06	-1,541,314.03	-429,612.04
TOTAL REVENUES	-4,822,343.44	-6,001,659.57	-6,341,265.21	-6,275,391.28	-10,721,793.00
TOTAL EXPENSES	4,313,153.57	5,106,512.53	4,108,465.15	4,734,077.25	10,292,180.96
TOTAL 01 GENERAL FUND	-509,189.87	-895,147.04	-2,232,800.06	-1,541,314.03	-429,612.04

07/19/2024  
09:04:48

Lower Gwynedd Township  
YTD BUDGET REPORT WITH PRIOR YEARS  
THRU JUNE 2021/2022/2023/2024  
FOR PERIOD 06 OF 2024

PAGE 2  
glactrpt

ACCOUNTS FOR:	STREET LIGHT FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
02						
301	REAL ESTATE TAXES	-14,506.42	-14,786.82	-23,681.99	-15,102.87	-19,000.00
341	INTEREST EARNINGS	-8.30	-41.87	-579.32	-796.94	-1,100.00
434	PUBLIC WORKS-STREET LGHTNG	46,500.26	5,729.23	5,469.49	3,567.84	13,935.00
	TOTAL STREET LIGHT FUND	31,985.54	-9,099.46	-18,791.82	-12,331.97	-6,165.00
	TOTAL REVENUES	-14,514.72	-14,828.69	-24,261.31	-15,899.81	-20,100.00
	TOTAL EXPENSES	46,500.26	5,729.23	5,469.49	3,567.84	13,935.00
TOTAL 02	STREET LIGHT FUND	31,985.54	-9,099.46	-18,791.82	-12,331.97	-6,165.00

07/19/2024  
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Lower Gwynedd Township  
YTD BUDGET REPORT WITH PRIOR YEARS  
THRU JUNE 2021/2022/2023/2024  
FOR PERIOD 06 OF 2024

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glactrpt

ACCOUNTS FOR:	FIRE PROTECTION FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
03						
301	REAL ESTATE TAXES	-171,240.63	-185,441.40	-184,152.70	-190,797.44	-202,700.00
341	INTEREST EARNINGS	-6.40	-23.66	-3,551.73	-1,694.07	-5,500.00
392	INTERFUND OPERATING TRANS	-165,000.00	-165,000.00	.00	.00	-165,000.00
480	MISC EXPENDITURES	.00	.00	.00	.00	203,700.00
489	OTHER MISCELLANEOUS EXPENDITUR	.00	.00	131,600.00	.00	165,000.00
	TOTAL FIRE PROTECTION FUND	-336,247.03	-350,465.06	-56,104.43	-192,491.51	-4,500.00
	TOTAL REVENUES	-336,247.03	-350,465.06	-187,704.43	-192,491.51	-373,200.00
	TOTAL EXPENSES	.00	.00	131,600.00	.00	368,700.00
	TOTAL 03 FIRE PROTECTION FUND	-336,247.03	-350,465.06	-56,104.43	-192,491.51	-4,500.00

07/19/2024  
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Lower Gwynedd Township  
YTD BUDGET REPORT WITH PRIOR YEARS  
THRU JUNE 2021/2022/2023/2024  
FOR PERIOD 06 OF 2024

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glactrpt

ACCOUNTS FOR:	FIRE HYDRANT FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
04						
301	REAL ESTATE TAXES	-35,067.56	-37,206.13	-37,566.71	-34,917.68	-41,650.00
341	INTEREST EARNINGS	-12.65	-123.10	-1,568.04	-1,614.58	-3,100.00
411	GEN GOVT-FIRE	23,699.72	24,526.07	18,686.12	31,953.87	50,000.00
	TOTAL FIRE HYDRANT FUND	-11,380.49	-12,803.16	-20,448.63	-4,578.39	5,250.00
	TOTAL REVENUES	-35,080.21	-37,329.23	-39,134.75	-36,532.26	-44,750.00
	TOTAL EXPENSES	23,699.72	24,526.07	18,686.12	31,953.87	50,000.00
	TOTAL 04 FIRE HYDRANT FUND	-11,380.49	-12,803.16	-20,448.63	-4,578.39	5,250.00

07/19/2024  
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Lower Gwynedd Township  
YTD BUDGET REPORT WITH PRIOR YEARS  
THRU JUNE 2021/2022/2023/2024  
FOR PERIOD 06 OF 2024

ACCOUNTS FOR:	RECREATION FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
05						
301	REAL ESTATE TAXES	-334,162.67	-361,993.17	-372,534.36	-376,919.13	-395,500.00
341	INTEREST EARNINGS	-78.86	-345.97	-5,228.95	-197.55	-12,000.00
361	DEPT EARNINGS-GEN GOVT	-5,500.00	-6,152.50	.00	.00	-22,096.00
367	DEPT EARNINGS-CULTURE REC	-2,505.00	-8,500.00	-31,560.00	-13,776.00	-67,850.00
387	CONTRIBUTIONS & DONATIONS	-135.00	-85.93	-25.00	.00	.00
392	INTERFUND OPERATING TRANS	.00	.00	.00	.00	-180,000.00
437	PUBLIC WORKS-REPR TOOL&MAC	3,691.36	6,038.83	5,650.26	6,461.71	11,000.00
451	CULTURE-RECREATION ADMIN	51,594.96	59,340.82	71,207.54	88,346.62	180,289.00
452	PARTICIPANT RECREATION	.00	.00	815.30	.00	19,770.00
453	RECREATION EVENTS	3,085.00	2,858.17	5,952.81	8,854.61	21,200.00
454	PARKS	145,458.23	186,081.60	237,207.45	130,234.30	382,897.00
459	ADULT PROGRAMS	.00	.00	1,215.00	1,316.00	1,300.00
486	INSURANCE	6,022.96	2,111.18	7,826.39	15,779.22	17,603.00
487	EMPLOYEE BENEFITS	8,252.97	16,353.60	20,388.05	10,362.37	33,331.00
	TOTAL RECREATION FUND	-124,276.05	-104,293.37	-59,085.51	-129,537.85	-10,056.00
	TOTAL REVENUES	-342,381.53	-377,077.57	-409,348.31	-390,892.68	-677,446.00
	TOTAL EXPENSES	218,105.48	272,784.20	350,262.80	261,354.83	667,390.00
	TOTAL 05 RECREATION FUND	-124,276.05	-104,293.57	-59,085.51	-129,537.85	-10,056.00

07/19/2024  
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Lower Gwynedd Township  
YTD BUDGET REPORT WITH PRIOR YEARS  
THRU JUNE 2021/2022/2023/2024  
FOR PERIOD 06 OF 2024

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glactrpt

ACCOUNTS FOR: 08 SEWER FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
341 INTEREST EARNINGS	-512.77	-3,631.38	-34,878.66	-8,035.80	-70,000.00
361 DEPT EARNINGS-GEN GOVT	-300.00	-172.50	.00	.00	-100.00
364 DEPT EARNINGS-SANITATION	-1,373,995.21	-1,303,931.08	-1,343,828.77	-1,464,237.94	-2,834,300.00
383 SPECIAL ASSESSMENTS	-540.04	.00	-900.00	.00	-1,000.00
392 INTERFUND OPERATING TRANS	.00	.00	.00	.00	-800,000.00
402 GEN GOVT-FINANCIAL ADMIN	12,861.53	7,322.59	7,716.38	8,975.16	27,500.00
404 GEN GOVT-LAW	9,647.75	5,252.59	-2,293.26	155.05	15,000.00
408 GEN GOVT-ENGINEER	8,583.23	3,841.06	.00	.00	5,000.00
409 GEN GOVT-BUILDINGS & PLANT	60,534.00	62,350.00	63,600.00	63,600.00	130,000.00
429 PUBLIC WORKS-WASTEWTR COLL	691,613.46	732,408.85	785,060.09	983,723.10	2,988,576.00
486 INSURANCE	4,121.48	1,935.30	992.04	1,818.50	2,507.00
487 EMPLOYEE BENEFITS	49,352.44	51,588.39	56,469.11	45,163.67	173,954.00
492 INTERFUND OPERATING TRANS	600,000.00	604,164.00	.00	100,000.00	15,065.00
TOTAL SEWER FUND	61,365.87	161,127.82	-468,063.07	-268,838.26	-347,798.00
TOTAL REVENUES	-1,375,348.02	-1,307,734.96	-1,379,607.43	-1,472,273.74	-3,705,400.00
TOTAL EXPENSES	1,436,713.89	1,468,862.78	911,544.36	1,203,435.48	3,357,602.00
TOTAL 08 SEWER FUND	61,365.87	161,127.82	-468,063.07	-268,838.26	-347,798.00

07/19/2024  
09:04:50

Lower Gwynedd Township  
YTD BUDGET REPORT WITH PRIOR YEARS  
THRU JUNE 2021/2022/2023/2024  
FOR PERIOD 06 OF 2024

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ACCOUNTS FOR:	SEWER CAPITAL RESERVE	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
09						
341	INTEREST EARNINGS	-655.18	-7,004.26	-92,500.79	-120,912.09	-180,000.00
392	INTERFUND OPERATING TRANS	-600,000.00	-600,000.00	.00	-100,000.00	.00
409	GEN GOVT-BUILDINGS & PLANT	.00	9,149.75	.00	18,174.80	56,685.00
429	PUBLIC WORKS-WASTEWTR COLL	35,802.00	.00	.00	8,991.24	46,000.00
439	CONSTRUCTION & REBUILDING	8,207.52	58,098.86	16,975.55	47,987.07	439,000.00
492	INTERFUND OPERATING TRANS	.00	.00	.00	.00	800,000.00
	TOTAL SEWER CAPITAL RESERVE	-556,645.66	-539,755.65	-75,525.24	-145,758.98	1,161,685.00
	TOTAL REVENUES	-600,655.18	-607,004.26	-92,500.79	-220,912.09	-180,000.00
	TOTAL EXPENSES	44,009.52	67,248.61	16,975.55	75,153.11	1,341,685.00
TOTAL 09	SEWER CAPITAL RESERVE	-556,645.66	-539,755.65	-75,525.24	-145,758.98	1,161,685.00

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ACCOUNTS FOR:		PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
16	ACQUISITION OF OPEN SPAC					
341	INTEREST EARNINGS	-341.96	-3,150.53	-52,725.73	-61,568.50	-118,000.00
342	RENTS & ROYALTIES	-9,450.00	-6,500.00	.00	.00	.00
408	GEN GOVT-ENGINEER	13,799.81	.00	.00	.00	.00
454	PARKS	162,493.27	25.00	3,200.00	319.50	10,000.00
	TOTAL ACQUISITION OF OPEN SPAC	166,501.12	-9,625.53	-49,525.73	-61,249.00	-108,000.00
	TOTAL REVENUES	-9,791.96	-9,650.53	-52,725.73	-61,568.50	-118,000.00
	TOTAL EXPENSES	176,293.08	25.00	3,200.00	319.50	10,000.00
	TOTAL 16 ACQUISITION OF OPEN SPAC	166,501.12	-9,625.53	-49,525.73	-61,249.00	-108,000.00

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ACCOUNTS FOR:		CAPITAL RESERVE FUND		PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
30								
341	INTEREST EARNINGS			-4,335.72	-10,824.70	-111,573.93	-233,242.37	-230,007.00
351	FEDERAL GRANTS			.00	.00	-250,000.00	-310,980.00	.00
354	ST. CAPITAL & OP. GRANTS			.00	.00	.00	-49,819.77	-1,316,067.00
391	FIXED ASSETS PROCEEDS			.00	.00	.00	.00	-20,000.00
392	INTERFUND OPERATING TRANS			-500,000.00	-725,000.00	-600,000.00	-1,217,814.04	-200,000.00
401	GEN GOVT-EXECUTIVE			.00	.00	.00	332,898.80	762,852.00
407	DATA PROCESSING			.00	2,453.98	6,426.00	17,069.68	64,315.00
409	GEN GOVT-BUILDINGS & PLANT			315,982.00	33,321.80	954.79	29,737.48	386,000.00
410	GEN GOVT-POLICE			.00	11,130.50	.00	131,597.18	242,000.00
411	GEN GOVT-FIRE			.00	300,000.00	.00	.00	.00
430	PUB WORKS-HIGHWAY RDS STS			11,912.07	.00	.00	83,698.24	110,000.00
439	CONSTRUCTION & REBUILDING			55,918.39	38,454.34	20,794.15	198,786.13	1,177,000.00
454	PARKS			28,764.28	11,479.04	42,353.31	90,174.94	716,500.00
	TOTAL CAPITAL RESERVE FUND			-91,758.98	-338,985.04	-891,045.68	-927,893.73	1,692,593.00
	TOTAL REVENUES			-504,335.72	-735,824.70	-961,573.93	-1,811,856.18	-1,766,074.00
	TOTAL EXPENSES			412,576.74	396,839.66	70,528.25	883,962.45	3,458,667.00
	TOTAL 30			-91,758.98	-338,985.04	-891,045.68	-927,893.73	1,692,593.00
	CAPITAL RESERVE FUND							

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ACCOUNTS FOR:	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
31 STORMWATER MANAGEMENT					
341 INTEREST EARNINGS	-92.32	-684.70	-7,921.33	-21,755.06	-20,000.00
354 ST. CAPITAL & OP. GRANTS	.00	.00	.00	.00	-158,920.00
387 CONTRIBUTIONS & DONATIONS	.00	-85,769.50	-55,495.00	.00	-260,435.00
446 STORMWATER MANAGEMENT	7,021.42	44,208.08	23,543.06	33,917.08	478,000.00
448 TREE CONTRIBUTION EXPENSES	.00	.00	.00	33,400.00	.00
TOTAL STORMWATER MANAGEMENT	6,929.10	-42,246.12	-39,873.27	45,562.02	38,645.00
TOTAL REVENUES	-92.32	-86,454.20	-63,416.33	-21,755.06	-439,355.00
TOTAL EXPENSES	7,021.42	44,208.08	23,543.06	67,317.08	478,000.00
TOTAL 31 STORMWATER MANAGEMENT	6,929.10	-42,246.12	-39,873.27	45,562.02	38,645.00

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ACCOUNTS FOR:	TRAFFIC IMPACT FUND	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
33						
341	INTEREST EARNINGS	-248.41	-1,247.42	-37,929.21	-49,545.17	-81,000.00
354	ST. CAPITAL & OP. GRANTS	-278,938.62	2,417.50	.00	-323,326.80	-2,416,316.00
361	DEPT EARNINGS-GEN GOVT	-14,247.84	-79,975.00	.00	.00	-50,000.00
392	INTERFUND OPERATING TRANS	-100,000.00	-900,000.00	.00	.00	-800,000.00
402	GEN GOVT-FINANCIAL ADMIN	.00	492.50	23,119.99	.00	40,000.00
433	PUBLIC WORKS-TRAFFIC	904,165.59	38,957.74	59,747.13	1,040,396.24	2,650,000.00
439	CONSTRUCTION & REBUILDING	.00	.00	8,158.38	.00	665,000.00
	TOTAL TRAFFIC IMPACT FUND	510,730.92	-939,354.68	53,096.29	667,524.27	7,684.00
	TOTAL REVENUES	-393,434.67	-978,804.92	-37,929.21	-372,871.97	-3,347,316.00
	TOTAL EXPENSES	904,165.59	39,450.24	91,025.50	1,040,396.24	3,355,000.00
	TOTAL 33	510,730.92	-939,354.68	53,096.29	667,524.27	7,684.00
	TRAFFIC IMPACT FUND					

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YTD BUDGET REPORT WITH PRIOR YEARS  
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ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
HIGHWAY AID FUND		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
35						
341	INTEREST EARNINGS	-184.47	-1,160.28	-12,756.27	-14,044.02	-36,000.00
355	STATE SHARED REV & ENTLMT	-348,150.90	-359,978.98	-368,867.51	-368,213.97	-370,000.00
392	INTERFUND OPERATING TRANS	.00	.00	-20,375.00	.00	.00
432	PUBLIC WORKS-SNOW/ICE REMV	36,264.99	37,144.48	6,527.77	27,200.56	30,000.00
433	PUBLIC WORKS-TRAFFIC	965.63	.00	.00	.00	.00
439	CONSTRUCTION & REBUILDING	.00	.00	.00	301,661.25	415,000.00
	TOTAL HIGHWAY AID FUND	-311,104.75	-323,994.78	-395,471.01	-53,396.18	39,000.00
	TOTAL REVENUES	-348,335.37	-361,139.26	-401,998.78	-382,257.99	-406,000.00
	TOTAL EXPENSES	37,230.62	37,144.48	6,527.77	328,861.81	445,000.00
	TOTAL 35 HIGHWAY AID FUND	-311,104.75	-323,994.78	-395,471.01	-53,396.18	39,000.00
	GRAND TOTAL	-1,163,281.13	-3,404,642.07	-4,253,306.09	-2,624,303.61	2,038,725.96



LOWER GWYNEDD TOWNSHIP  
INVOICE WARRANT REPORT

The Lower Gwynedd Township Board of Supervisors hereby approves the invoices listed on the Accounts Payable Warrant Report for checks dated 7/23/2024 per the signed Resolution. The invoices total \$692,539.00. Also attached is the P-Card Statement and Vendor Report for June.

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
18 21ST CENTURY MEDIA NEWSPAPER, LLC	166749	07/01/24	68482		103217	P	07/23/24	01414 340	ADVERTISNG/PRINTNG/BINDNG	1,253.82
	INVOICE: 2607998									
VENDOR TOTALS				10,304.02	YTD INVOICED			15,323.22	YTD PAID	1,253.82
3783 A WILDLIFE PRO, LLC	166855	07/01/24	68588		103218	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	3,325.00
	INVOICE: 9958									
VENDOR TOTALS				.00	YTD INVOICED			3,325.00	YTD PAID	3,325.00
3787 ADVANCED ELECTRICAL CONTRACTORS, INC.	166856	07/01/24	68589		103219	P	07/23/24	01434 370	ST.LIGHT REPAIRS, MAINTEN	372.50
	INVOICE: 40372									
VENDOR TOTALS				.00	YTD INVOICED			1,402.15	YTD PAID	372.50
3655 ADVANCED ELECTRONIC DESIGN, INC.	166847	07/01/24	68580		103220	P	07/23/24	01410 220	OPERATING SUPPLIES	893.96
	INVOICE: 8277304									
VENDOR TOTALS				968.59	YTD INVOICED			1,862.55	YTD PAID	893.96
837 ALBERT M. COMLY, JR.	166780	07/01/24	68513		103221	P	07/23/24	01413 312	FIRE SAFETY INSPECTOR	600.00
	INVOICE: 070124									
VENDOR TOTALS				2,512.50	YTD INVOICED			5,932.50	YTD PAID	600.00
3799 ALLEN J. FEDEZKO	166857	07/01/24	68590		103222	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	1,487.50
	INVOICE: 133									
	166857	07/01/24	68590		103222	P	07/23/24	08429 450	CONTRACTED SERVICES	262.50
	INVOICE: 133									
	166858	07/01/24	68591		103222	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	1,487.50
	INVOICE: 132									
	166858	07/01/24	68591		103222	P	07/23/24	08429 450	CONTRACTED SERVICES	262.50
	INVOICE: 132									
VENDOR TOTALS				7,000.00	YTD INVOICED			12,250.00	YTD PAID	3,500.00
2784 ALLIED LANDSCAPE SUPPLY	166810	07/01/24	68543		103223	P	07/23/24	05454 720	REPAIRS & IMPROVEMENT	211.25
	INVOICE: 183848									
VENDOR TOTALS				313.84	YTD INVOICED			736.34	YTD PAID	211.25
3883 AMAZON CAPITAL SERVICES, INC.	166860	07/01/24	68593		103224	P	07/23/24	01410 370	VEHICLE MAINTENANCE	159.88
	INVOICE: 1HHK-LCMX-6CWJ									

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
166860	07/01/24	68593		103224	P	07/23/24	01409 220	SUPPLIES	26.45
INVOICE: 1HHK-LCMX-6CWJ									
166860	07/01/24	68593		103224	P	07/23/24	05454 320	COMMUNICATION	19.89
INVOICE: 1HHK-LCMX-6CWJ									
166860	07/01/24	68593		103224	P	07/23/24	01410 238	UNIFORMS	50.99
INVOICE: 1HHK-LCMX-6CWJ									
166860	07/01/24	68593		103224	P	07/23/24	01410 370	VEHICLE MAINTENANCE	25.96
INVOICE: 1HHK-LCMX-6CWJ									
166861	07/01/24	68594		103224	P	07/23/24	01410 220	OPERATING SUPPLIES	230.93
INVOICE: 13TG-NN6Q-4GGT									
166861	07/01/24	68594		103224	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	399.69
INVOICE: 13TG-NN6Q-4GGT									
166861	07/01/24	68594		103224	P	07/23/24	01430 220	HWY MAINT-GEN SERV/SUPPLS	109.68
INVOICE: 13TG-NN6Q-4GGT									
166861	07/01/24	68594		103224	P	07/23/24	01409 220	SUPPLIES	65.98
INVOICE: 13TG-NN6Q-4GGT									
166861	07/01/24	68594		103224	P	07/23/24	01410 370	VEHICLE MAINTENANCE	120.99
INVOICE: 13TG-NN6Q-4GGT									
166861	07/01/24	68594		103224	P	07/23/24	01401 200	SUPPLIES-OFFICE SUPPLIES	69.09
INVOICE: 13TG-NN6Q-4GGT									
166861	07/01/24	68594		103224	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	6.99
INVOICE: 13TG-NN6Q-4GGT									
166862	07/01/24	68595		103224	P	07/23/24	01409 220	SUPPLIES	-79.00
INVOICE: 114-3018971-1013032									
VENDOR TOTALS		4,494.72	YTD INVOICED				8,366.43	YTD PAID	1,207.52
2091 ARAMSCO, INC.									
166797	07/01/24	68530		103225	P	07/23/24	01409 220	SUPPLIES	566.71
INVOICE: S6545691.001									
166798	07/01/24	68531		103225	P	07/23/24	05454 220	OPERATING SUPPLIES BLDGS	599.16
INVOICE: S6548346.001									
VENDOR TOTALS		1,046.18	YTD INVOICED				3,950.77	YTD PAID	1,165.87
3210 ARMOUR & SONS ELECTRIC, INC.									
166829	07/01/24	68562		103226	P	07/23/24	01433 000	TRAFFIC SIGNALS	9,008.00
INVOICE: 910039579									
VENDOR TOTALS		1,127.60	YTD INVOICED				13,480.61	YTD PAID	9,008.00
1798 AXON ENTERPRISE, INC.									
166795	07/01/24	68528		103227	P	07/23/24	01410 220	OPERATING SUPPLIES	2,368.65
INVOICE: INUS259174									
VENDOR TOTALS		.00	YTD INVOICED				2,368.65	YTD PAID	2,368.65
500 BERGEY'S, INC.									
166773	07/01/24	68506		103228	P	07/23/24	01410 370	VEHICLE MAINTENANCE	285.16
INVOICE: 063024									

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS				7,341.52 YTD INVOICED				11,091.38 YTD PAID		285.16
4049 BOUND TREE MEDICAL, LLC	166869	07/01/24	68602		103229	P	07/23/24	01410 238	UNIFORMS	150.77
	INVOICE: 85342143									
VENDOR TOTALS				.00 YTD INVOICED				150.77 YTD PAID		150.77
3838 BRIGHTVIEW HOLDINGS, INC.	166859	07/01/24	68592		103230	P	07/23/24	05454 450	CONTRACTED SERVICES	4,429.00
	INVOICE: 8977446									
	166859	07/01/24	68592		103230	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	1,940.00
	INVOICE: 8977446									
	166859	07/01/24	68592		103230	P	07/23/24	31446 450	CONTRACTED SERVICES	833.00
	INVOICE: 8977446									
VENDOR TOTALS				15,933.01 YTD INVOICED				44,585.01 YTD PAID		7,202.00
3912 CHARLES B FRANKLIN	166863	07/01/24	68596		103231	P	07/23/24	05453 300	EVENTS/ACTIVITIES	200.00
	INVOICE: 07172024									
VENDOR TOTALS				.00 YTD INVOICED				200.00 YTD PAID		200.00
2612 COUNTY LINE FENCE COMPANY	166808	07/01/24	68541		103232	P	07/23/24	05454 720	REPAIRS & IMPROVEMENT	89.52
	INVOICE: 60094									
VENDOR TOTALS				.00 YTD INVOICED				89.52 YTD PAID		89.52
835 DAVID A. MORGAN	166779	07/01/24	68512		103233	P	07/23/24	08429 200	OFFICE SUPPLIES	55.00
	INVOICE: 12326									
VENDOR TOTALS				760.33 YTD INVOICED				995.33 YTD PAID		55.00
129 DAVID H LIGHTKEP, INC.	166759	07/01/24	68492		103234	P	07/23/24	01437 200	MECHANIC/SHOP SUPPLIES	91.50
	INVOICE: 583296									
VENDOR TOTALS				.00 YTD INVOICED				91.50 YTD PAID		91.50
1416 DAVIDHEISER'S INC.	166790	07/01/24	68523		103235	P	07/23/24	01410 370	VEHICLE MAINTENANCE	280.00
	INVOICE: 28588									
VENDOR TOTALS				487.00 YTD INVOICED				1,389.00 YTD PAID		280.00
3614 DEJANA TRUCK & UTILITY EQUIPMENT CO., LLC	166843	07/01/24	68576		103236	P	07/23/24	01432 262	WINTER MAINT EQUIPMENT	447.26

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: PAP6098										
VENDOR TOTALS		1,485.67 YTD INVOICED			15,338.12 YTD PAID			447.26		
25	DEL-VAL INTERNATIONAL TRUCKS, INC.									
166750	07/01/24	68483			103237	P	07/23/24	08429 373	REP/MNT VEHICLES, EQUIPME	169.82
INVOICE: 1437369										
166750	07/01/24	68483			103237	P	07/23/24	01437 261	REPAIR TOOLS AND MACH	169.82
INVOICE: 1437369										
VENDOR TOTALS		4,043.74 YTD INVOICED			7,905.33 YTD PAID			339.64		
493	DELAWARE VALLEY PROPERTY & LIABILITY TRUST									
166772	07/01/24	68505			103238	P	07/23/24	01486 351	LIABILITY-DVIT	34,077.57
INVOICE: PREM24-LGWYN3										
166772	07/01/24	68505			103238	P	07/23/24	05486 351	LIABILITY INS. CONTRIB.	2,434.11
INVOICE: PREM24-LGWYN3										
166772	07/01/24	68505			103238	P	07/23/24	08429 350	INSURANCE	12,170.57
INVOICE: PREM24-LGWYN3										
VENDOR TOTALS		97,364.50 YTD INVOICED			146,046.75 YTD PAID			48,682.25		
2402	DELAWARE VALLEY HEALTH TRUST									
166799	07/01/24	68532			103239	P	07/23/24	01400 156	HEALTH INSURANCE	9,114.68
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	01401 156	HEALTH INSURANCE	2,932.43
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	01402 156	HEALTH INSURANCE	2,228.72
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	01409 156	HEALTH INSURANCE	1,673.10
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	01410 156	HEALTH INSURANCE	32,462.14
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	01414 156	HEALTH INSURANCE	3,551.15
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	01430 156	HEALTH INSURANCE	8,631.88
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	01437 156	HEALTH INSURANCE	704.19
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	05451 156	HEALTH INSURANCE	4,461.62
INVOICE: 070124										
166799	07/01/24	68532			103239	P	07/23/24	08487 156	HEALTH INSURANCE	5,674.50
INVOICE: 070124										
VENDOR TOTALS		266,897.08 YTD INVOICED			479,762.62 YTD PAID			71,434.41		
691	DELAWARE VALLEY WORKERS'									
166778	07/01/24	68511			103240	P	07/23/24	01486 354	WORKER'S COMPENSATION	11,820.25
INVOICE: WCPREM24-LGWYN3										
166778	07/01/24	68511			103240	P	07/23/24	05486 354	WORKER'S COMPENSATION	5,455.50
INVOICE: WCPREM24-LGWYN3										

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	166778	07/01/24	68511		103240	P	07/23/24	08486 354	WORKER'S COMPENSATN CNTRB	909.25
	INVOICE:	WCPREM24-LGWYN3								
VENDOR TOTALS			36,370.00	YTD INVOICED				54,555.00	YTD PAID	18,185.00
839 DJB SPECIALTIES INC.										
	166781	07/01/24	68514		103241	P	07/23/24	01430 220	HWY MAINT-GEN SERV/SUPPLS	776.32
	INVOICE:	2024-1165								
VENDOR TOTALS			.00	YTD INVOICED				1,373.62	YTD PAID	776.32
4004 DOCUSIGN, INC. LOCKBOX										
	166865	07/01/24	68598		103242	P	07/23/24	01409 220	SUPPLIES	2,323.20
	INVOICE:	111100348057								
	166865	07/01/24	68598		103242	P	07/23/24	08429 220	OPERATING SUPPLIES	580.80
	INVOICE:	111100348057								
VENDOR TOTALS			2,904.00	YTD INVOICED				5,808.00	YTD PAID	2,904.00
3483 ECKERT SEAMANS CHERIN & MELLOTT, LLC										
	166840	07/01/24	68573		103243	P	07/23/24	01404 310	LEGAL SERVICES	3,445.00
	INVOICE:	1812109								
VENDOR TOTALS			6,435.00	YTD INVOICED				25,811.50	YTD PAID	3,445.00
3048 ELLIOTT AUTO SUPPLY CO., INC.										
	166817	07/01/24	68550		103244	P	07/23/24	01410 370	VEHICLE MAINTENANCE	109.84
	INVOICE:	063024								
	166817	07/01/24	68550		103244	P	07/23/24	01437 261	REPAIR TOOLS AND MACH	74.48
	INVOICE:	063024								
	166817	07/01/24	68550		103244	P	07/23/24	05437 370	REPAIR TOOLS & MACHINERY	27.44
	INVOICE:	063024								
	166817	07/01/24	68550		103244	P	07/23/24	08429 373	REP/MNT VEHICLES, EQUIPME	35.41
	INVOICE:	063024								
VENDOR TOTALS			2,836.46	YTD INVOICED				6,140.95	YTD PAID	247.17
2747 FEDEX										
	166809	07/01/24	68542		103245	P	07/23/24	01402 310	PROFESSIONAL SERVICES	42.77
	INVOICE:	8-526-76549								
VENDOR TOTALS			208.92	YTD INVOICED				336.77	YTD PAID	42.77
1488 FIRSTLABORATORIES, INC.										
	166791	07/01/24	68524		103246	P	07/23/24	01410 310	PHYSICAL FITNESS	295.42
	INVOICE:	FL00633575								
	166791	07/01/24	68524		103246	P	07/23/24	01487 157	HEALTH CONTINGENCY	93.56
	INVOICE:	FL00633575								
	166791	07/01/24	68524		103246	P	07/23/24	05487 157	HEALTH CONTINGENCY	53.46
	INVOICE:	FL00633575								
	166791	07/01/24	68524		103246	P	07/23/24	08487 157	HEALTH CONTINGENCY FUND	13.36

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: FL00633575										
VENDOR TOTALS				422.20	YTD INVOICED			1,128.00	YTD PAID	455.80
66 FLETCHER MOTORS, INC.										
166757	07/01/24	68490			103247	P	07/23/24	08429 373	REP/MNT VEHICLES, EQUIPME	32.50
INVOICE: 7175										
166757	07/01/24	68490			103247	P	07/23/24	01437 261	REPAIR TOOLS AND MACH	32.50
INVOICE: 7175										
VENDOR TOTALS				567.56	YTD INVOICED			632.56	YTD PAID	65.00
3175 FLOUNDERS COMMUNICATIONS										
166826	07/01/24	68559			103248	P	07/23/24	01409 320	TELEPHONE	125.31
INVOICE: 585105										
166827	07/01/24	68560			103248	P	07/23/24	01409 320	TELEPHONE	89.00
INVOICE: 185017-US20										
VENDOR TOTALS				3,914.95	YTD INVOICED			5,863.86	YTD PAID	214.31
548 GARY O'CONNOR										
166774	07/01/24	68507			103249	P	07/23/24	01410 158	POST-RETIREMENT HEALTH BE	200.00
INVOICE: 070124										
VENDOR TOTALS				800.00	YTD INVOICED			1,400.00	YTD PAID	200.00
1869 GENERAL CODE PUBLISHERS CORP.										
166796	07/01/24	68529			103250	P	07/23/24	01404 310	LEGAL SERVICES	673.00
INVOICE: PG000036991										
VENDOR TOTALS				1,195.00	YTD INVOICED			2,605.00	YTD PAID	673.00
67 GENUINE PARTS COMPANY										
166758	07/01/24	68491			103251	P	07/23/24	05437 370	REPAIR TOOLS & MACHINERY	16.14
INVOICE: 509329										
VENDOR TOTALS				71.87	YTD INVOICED			339.42	YTD PAID	16.14
1191 GEORGE ALLEN PORTABLE TOILETS, INC.										
166783	07/01/24	68516			103252	P	07/23/24	05454 380	RENTALS - EQUIPMENT	498.00
INVOICE: I224700/699/701										
166784	07/01/24	68517			103252	P	07/23/24	05454 380	RENTALS - EQUIPMENT	448.50
INVOICE: I224197										
166785	07/01/24	68518			103252	P	07/23/24	05454 380	RENTALS - EQUIPMENT	664.00
INVOICE: I223497/498/499/500										
VENDOR TOTALS				2,081.00	YTD INVOICED			4,607.50	YTD PAID	1,610.50
1619 GILMORE & ASSOCIATES										
166794	07/01/24	68527			103253	P	07/23/24	01408 310	PROFESSIONAL SERVICES	7,663.58
INVOICE: 063024										

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	166794	07/01/24	68527		103253	P	07/23/24	01414 313	PROF SERV- ENGINEERING	5,556.30
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	09439 000	INFRASTRUCTURE REBUILDING	2,139.51
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	30439 300	PROFESSIONAL SERVICES	13,478.39
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	30439 721	OLD BETHLEHEM PIKE CULVER	2,407.50
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	30439 722	PEDESTRIAN BRIDGES	26,807.12
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	30454 600	PARK IMPROVEMENTS	4,853.00
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	31446 001	COMPLIANCE REQUIREMENTS	1,558.75
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	31446 101	SWM PROJECTS	2,392.50
	INVOICE: 063024									
	166794	07/01/24	68527		103253	P	07/23/24	01147 000	LEGAL&ENGINEER	36,978.36
	INVOICE: 063024									
VENDOR TOTALS			168,591.37	YTD INVOICED				457,752.57	YTD PAID	103,835.01
146	H. A. WEIGAND, INC.									
	166761	07/01/24	68494		103254	P	07/23/24	05454 720	REPAIRS & IMPROVEMENT	30.00
	INVOICE: 123983									
	166762	07/01/24	68495		103254	P	07/23/24	01433 010	STREET SIGNS	1,602.50
	INVOICE: 123729									
VENDOR TOTALS			1,788.50	YTD INVOICED				3,550.00	YTD PAID	1,632.50
3613	HEALTH MATS COMPANY									
	166842	07/01/24	68575		103255	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	71.35
	INVOICE: 18510									
VENDOR TOTALS			214.05	YTD INVOICED				499.45	YTD PAID	71.35
380	HIGHWAY MATERIALS, INC.									
	166765	07/01/24	68498		103256	P	07/23/24	05454 720	REPAIRS & IMPROVEMENT	722.50
	INVOICE: 382884									
	166766	07/01/24	68499		103256	P	07/23/24	05454 720	REPAIRS & IMPROVEMENT	374.17
	INVOICE: 382885									
	166767	07/01/24	68500		103256	P	07/23/24	01436 245	STORM SEWER & DRAIN SUPPL	320.00
	INVOICE: 371554									
VENDOR TOTALS			753.04	YTD INVOICED				3,008.63	YTD PAID	1,416.67
425	HORSHAM CAR WASH INC.									
	166768	07/01/24	68501		103257	P	07/23/24	01410 370	VEHICLE MAINTENANCE	228.00
	INVOICE: 912									
VENDOR TOTALS			714.98	YTD INVOICED				1,457.98	YTD PAID	228.00

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
1515 JAMES D. MORRISSEY INC.	166792	07/01/24	68525		103258	P	07/23/24	33433 200	MULTIMODAL PHASE 2 EXPENS	334,986.32
	INVOICE:	PAYMENT NO. 7								
VENDOR TOTALS			238,549.23	YTD INVOICED				1,285,380.18	YTD PAID	334,986.32
4031 JOHN H KENNEDY & ASSOCIATES, LLC	166866	07/01/24	68599		103259	P	07/23/24	01414 313	PROF SERV- ENGINEERING	264.77
	INVOICE:	15470								
	166867	07/01/24	68600		103259	P	07/23/24	01414 313	PROF SERV- ENGINEERING	955.40
	INVOICE:	15533								
	166868	07/01/24	68601		103259	P	07/23/24	01414 313	PROF SERV- ENGINEERING	-184.73
	INVOICE:	15501 REFUND								
VENDOR TOTALS			.00	YTD INVOICED				2,266.94	YTD PAID	1,035.44
3323 JOSEPH P. GROARKE	166835	07/01/24	68568		103260	P	07/23/24	01414 311	PROF SERV- UCC INSPECTING	1,517.00
	INVOICE:	060124								
VENDOR TOTALS			4,884.00	YTD INVOICED				11,285.00	YTD PAID	1,517.00
3743 KAPLIN STEWART MELOFF REITER & STEIN, P.C.	166854	07/01/24	68587		103261	P	07/23/24	01404 310	LEGAL SERVICES	11,735.75
	INVOICE:	JUNE 2024								
	166854	07/01/24	68587		103261	P	07/23/24	01147 000	LEGAL&ENGINEER	2,689.50
	INVOICE:	JUNE 2024								
VENDOR TOTALS			31,973.12	YTD INVOICED				118,925.80	YTD PAID	14,425.25
3358 KEYSTONE MUNICIPAL SERVICES, INC.	166836	07/01/24	68569		103262	P	07/23/24	01414 311	PROF SERV- UCC INSPECTING	6,825.50
	INVOICE:	37603								
VENDOR TOTALS			45,533.75	YTD INVOICED				109,043.75	YTD PAID	6,825.50
1287 KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	166787	07/01/24	68520		103263	P	07/23/24	01401 370	REPAIRS & MAINTENANCE	157.11
	INVOICE:	1102561								
VENDOR TOTALS			33,291.87	YTD INVOICED				50,775.93	YTD PAID	157.11
3216 KUHLS LAW FIRM, PLLC	166830	07/01/24	68563		103264	P	07/23/24	01414 314	PROF SERV- LEGAL (ZHB)	5,115.00
	INVOICE:	1687								
VENDOR TOTALS			.00	YTD INVOICED				25,575.00	YTD PAID	5,115.00
3615 LRM, INC.	166844	07/01/24	68577		103265	P	07/23/24	08429 371	REPAIR/MAINT PUMPING STAT	720.00
	INVOICE:	24-535								

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK	DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS		720.00 YTD INVOICED						1,440.00 YTD PAID			720.00	
3646 MCDONALD UNIFORM COMPANY, INC.	166845	07/01/24	68578		103266	P		07/23/24	01410	238	UNIFORMS	207.00
	INVOICE: 231886											
	166846	07/01/24	68579		103266	P		07/23/24	01410	238	UNIFORMS	932.25
	INVOICE: 232736											
VENDOR TOTALS		15,467.38 YTD INVOICED						20,498.90 YTD PAID			1,139.25	
140 NORTH WALES WATER AUTHORITY	166760	07/01/24	68493		103267	P		07/23/24	08429	220	OPERATING SUPPLIES	32.00
	INVOICE: SALES0002433											
VENDOR TOTALS		22,398.43 YTD INVOICED						52,736.15 YTD PAID			32.00	
469 NYCO CORPORATION	166769	07/01/24	68502		103268	P		07/23/24	01437	200	MECHANIC/SHOP SUPPLIES	89.10
	INVOICE: B2403031											
VENDOR TOTALS		885.16 YTD INVOICED						1,313.76 YTD PAID			89.10	
4050 ODALYS CUMMINS	166870	07/01/24	68603		103269	P		07/23/24	01414	314	PROF SERV- LEGAL (ZHB)	850.00
	INVOICE: 061724											
VENDOR TOTALS		.00 YTD INVOICED						850.00 YTD PAID			850.00	
3218 OPTIMUM CONTROLS CORPORATION	166831	07/01/24	68564		103270	P		07/23/24	08429	371	REPAIR/MAINT PUMPING STAT	782.40
	INVOICE: 047053											
VENDOR TOTALS		.00 YTD INVOICED						2,604.80 YTD PAID			782.40	
3229 ORSINI AUTO REPAIR, INC.	166832	07/01/24	68565		103271	P		07/23/24	01410	370	VEHICLE MAINTENANCE	1,817.00
	INVOICE: 13894											
VENDOR TOTALS		2,705.35 YTD INVOICED						5,749.52 YTD PAID			1,817.00	
596 PA ONE CALL SYSTEM, INC.	166775	07/01/24	68508		103272	P		07/23/24	08429	450	CONTRACTED SERVICES	18.51
	INVOICE: 0001056829											
VENDOR TOTALS		571.16 YTD INVOICED						1,052.05 YTD PAID			18.51	
3700 PA TURNPIKE TOLL BY PLATE	166848	07/01/24	68581		103273	P		07/23/24	05454	460	CONFERENCE, TRAINING	5.00
	INVOICE: 133127720-2											
	166850	07/01/24	68583		103273	P		07/23/24	05454	460	CONFERENCE, TRAINING	5.00

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 133169633-2										
VENDOR TOTALS		154.40 YTD INVOICED			425.80 YTD PAID			10.00		
665 PAUL B. MOYER & SONS										
166776	07/01/24	68509			103274	P	07/23/24	01437 261	REPAIR TOOLS AND MACH	89.94
INVOICE: 6024034										
166777	07/01/24	68510			103274	P	07/23/24	05437 370	REPAIR TOOLS & MACHINERY	71.60
INVOICE: 6023940										
VENDOR TOTALS		529.61 YTD INVOICED			1,478.95 YTD PAID			161.54		
5 PECO - PAYMENT PROCESSING										
166718	07/01/24	68451			103275	P	07/23/24	02434 383	R/M WISTER WOOD DISTRICT	6.19
INVOICE: 3397391222 070124										
166719	07/01/24	68452			103275	P	07/23/24	02434 374	R/M WOODED POND DISTRICT	7.64
INVOICE: 2658111222 070124										
166720	07/01/24	68453			103275	P	07/23/24	01434 360	STREET LIGHT UTILITIES	8.90
INVOICE: 2793920100 061824										
166721	07/05/24	68454			103275	P	07/23/24	05454 361	UTILITIES	12.46
INVOICE: 0548354000 070524										
166722	07/01/24	68455			103275	P	07/23/24	01434 360	STREET LIGHT UTILITIES	24.48
INVOICE: 8230313000 070124										
166723	07/01/24	68456			103275	P	07/23/24	05454 361	UTILITIES	26.34
INVOICE: 3270531222										
166724	07/03/24	68457			103275	P	07/23/24	02434 380	R/M GWYNN CREST DISTRICT	26.87
INVOICE: 7712968000 070324										
166725	07/03/24	68458			103275	P	07/23/24	05454 361	UTILITIES	28.11
INVOICE: 8666762000 070124										
166726	07/03/24	68459			103275	P	07/23/24	02434 376	R/M POLO CLUB DISTRICT	28.60
INVOICE: 38400077000 070124										
166727	07/01/24	68460			103275	P	07/23/24	02434 375	R/M FOXFIELD RESERVE DIST	33.48
INVOICE: 4934981222 070124										
166728	07/01/24	68461			103275	P	07/23/24	05454 361	UTILITIES	34.98
INVOICE: 6865873000 070824										
166729	07/01/24	68462			103275	P	07/23/24	05454 361	UTILITIES	36.03
INVOICE: 3978998000 070924										
166730	07/01/24	68463			103275	P	07/23/24	08429 360	PUBLIC UTILITY SERVICES	38.93
INVOICE: 3161783000 070824										
166731	07/01/24	68464			103275	P	07/23/24	01409 360	UTILITIES	39.33
INVOICE: 1975632000 070524										
166732	07/01/24	68465			103275	P	07/23/24	08429 360	PUBLIC UTILITY SERVICES	42.61
INVOICE: 3372985000 061724										
166733	07/01/24	68466			103275	P	07/23/24	01409 360	UTILITIES	42.79
INVOICE: 2971145000 070924										
166734	07/01/24	68467			103275	P	07/23/24	05454 361	UTILITIES	43.99
INVOICE: 4325804000 070524										
166735	07/01/24	68468			103275	P	07/23/24	05454 361	UTILITIES	46.76
INVOICE: 5210869000 070824										
166736	07/01/24	68469			103275	P	07/23/24	05454 361	UTILITIES	50.43
INVOICE: 8946494000 070524										

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
166738		07/01/24	68471		103275	P	07/23/24	01409 360	UTILITIES	58.29
INVOICE:	7019523333	070524								
166739		07/01/24	68472		103275	P	07/23/24	01409 360	UTILITIES	67.56
INVOICE:	8554735000	070924								
166740		07/01/24	68473		103275	P	07/23/24	02434 372	R/M PENLLYN DISTRICT	160.03
INVOICE:	3931524000	070124								
166741		07/01/24	68474		103275	P	07/23/24	02434 377	R/M BETHLEHEM DISTRICT	153.02
INVOICE:	9909383000	070124								
166742		07/01/24	68475		103275	P	07/23/24	05454 361	UTILITIES	207.00
INVOICE:	5759811222	070924								
166743		07/01/24	68476		103275	P	07/23/24	02434 371	R/M PEN AMBLER DISTRICT	210.10
INVOICE:	8029443000	070124								
166744		07/01/24	68477		103275	P	07/23/24	08429 360	PUBLIC UTILITY SERVICES	294.23
INVOICE:	0251100100	061724								
166745		07/01/24	68478		103275	P	07/23/24	01433 360	TRAFFIC SIGNAL UTILITIES	319.54
INVOICE:	6692667000	070224								
166746		07/01/24	68479		103275	P	07/23/24	05454 361	UTILITIES	517.32
INVOICE:	4161911222	070824								
166747		07/01/24	68480		103275	P	07/23/24	08429 360	PUBLIC UTILITY SERVICES	744.77
INVOICE:	5166383000	070824								
166748		07/01/24	68481		103275	P	07/23/24	01409 360	UTILITIES	2,828.52
INVOICE:	1665558000	070824								
VENDOR TOTALS		26,421.04 YTD INVOICED			57,442.72 YTD PAID			6,139.30		
2798	PENN DETROIT DIESEL ALLISON. LLC									
166811		07/01/24	68544		103276	P	07/23/24	08429 371	REPAIR/MAINT PUMPING STAT	2,753.82
INVOICE:	4525377									
166812		07/01/24	68545		103276	P	07/23/24	08429 371	REPAIR/MAINT PUMPING STAT	1,452.05
INVOICE:	4628486									
VENDOR TOTALS		1,550.00 YTD INVOICED			9,698.29 YTD PAID			4,205.87		
3174	PETROLEUM TRADERS CORPORATION									
166818		07/01/24	68551		103277	P	07/23/24	01430 374	FUEL/ GASOLINE/ DIESEL	99.74
INVOICE:	1999644									
166819		07/01/24	68552		103277	P	07/23/24	01430 374	FUEL/ GASOLINE/ DIESEL	289.68
INVOICE:	2003005									
166820		07/01/24	68553		103277	P	07/23/24	01430 374	FUEL/ GASOLINE/ DIESEL	305.47
INVOICE:	1998784									
166821		07/01/24	68554		103277	P	07/23/24	01430 374	FUEL/ GASOLINE/ DIESEL	564.33
INVOICE:	1995943									
166822		07/01/24	68555		103277	P	07/23/24	01410 374	FUEL/ GASOLINE/ DIESEL	933.37
INVOICE:	2002322									
166823		07/01/24	68556		103277	P	07/23/24	01410 374	FUEL/ GASOLINE/ DIESEL	1,098.97
INVOICE:	2000480									
166824		07/01/24	68557		103277	P	07/23/24	01410 374	FUEL/ GASOLINE/ DIESEL	1,266.74
INVOICE:	1997773									
166825		07/01/24	68558		103277	P	07/23/24	01410 374	FUEL/ GASOLINE/ DIESEL	1,302.17
INVOICE:	2003347									

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION		
VENDOR TOTALS		19,930.17 YTD INVOICED			39,363.21 YTD PAID			5,860.47			
2919 PFM ASSET MANAGEMENT LLC	166816	07/01/24	68549		103278	P	07/23/24	01402	311	PROFESSIONAL SERVICES-NON	1,064.62
INVOICE:	14314678										
166816	07/01/24	68549		103278	P	07/23/24	01410	311	PROF. SERVICES - PENSION,	3,322.61	
INVOICE:	14314678										
VENDOR TOTALS		8,503.20 YTD INVOICED			30,115.41 YTD PAID			4,387.23			
1339 RAZZI'S RADIATOR & AIR	166788	07/01/24	68521		103279	P	07/23/24	08429	371	REPAIR/MAINT PUMPING STAT	700.00
INVOICE:	34986										
VENDOR TOTALS		.00 YTD INVOICED			700.00 YTD PAID			700.00			
3458 REMCO, INC.	166837	07/01/24	68570		103280	P	07/23/24	01409	370	REPAIRS & MAINTENANCE	854.71
INVOICE:	703405										
166838	07/01/24	68571		103280	P	07/23/24	01409	370	REPAIRS & MAINTENANCE	777.50	
INVOICE:	706151										
166839	07/01/24	68572		103280	P	07/23/24	01409	370	REPAIRS & MAINTENANCE	779.80	
INVOICE:	695760										
VENDOR TOTALS		6,811.30 YTD INVOICED			12,780.28 YTD PAID			2,412.01			
172 REX WILKINSON	166763	07/01/24	68496		103281	P	07/23/24	01410	158	POST-RETIREMENT HEALTH BE	445.45
INVOICE:	070124										
VENDOR TOTALS		1,781.80 YTD INVOICED			3,118.15 YTD PAID			445.45			
2607 RICOH USA INC	166805	07/01/24	68538		103282	P	07/23/24	01401	370	REPAIRS & MAINTENANCE	403.98
INVOICE:	587918024										
166805	07/01/24	68538		103282	P	07/23/24	01410	450	CONTRACTED SERVICES	178.14	
INVOICE:	587918024										
166806	07/01/24	68539		103282	P	07/23/24	01430	220	HWY MAINT-GEN SERV/SUPPLS	63.50	
INVOICE:	587863542										
166806	07/01/24	68539		103282	P	07/23/24	08429	220	OPERATING SUPPLIES	63.50	
INVOICE:	587863542										
166807	07/01/24	68540		103282	P	07/23/24	01401	370	REPAIRS & MAINTENANCE	176.57	
INVOICE:	587850018										
VENDOR TOTALS		3,693.47 YTD INVOICED			7,211.21 YTD PAID			885.69			
1081 ROBERT E. LITTLE INC.	166782	07/01/24	68515		103283	P	07/23/24	08429	373	REP/MNT VEHICLES, EQUIPME	738.34
INVOICE:	91-1113279										

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		13,747.94 YTD INVOICED			14,726.47 YTD PAID			738.34		
1129 SAFETY-KLEEN SYSTEMS, INC.	166786	07/01/24	68519		103284	P	07/23/24	01437 200	MECHANIC/SHOP SUPPLIES	353.81
INVOICE: 94553887										
VENDOR TOTALS		499.03 YTD INVOICED			1,118.31 YTD PAID			353.81		
226 SHERWIN-WILLIAMS COMPANY	166764	07/01/24	68497		103285	P	07/23/24	01433 200	TRAFFIC PAINT	179.89
INVOICE: 6653-4										
VENDOR TOTALS		10,046.43 YTD INVOICED			10,253.30 YTD PAID			179.89		
3733 STAPLES	166851	07/01/24	68584		103286	P	07/23/24	01410 222	OPER. SUP: DETECTIVE DIV.	125.48
INVOICE: 7001021993										
166851	07/01/24	68584		103286	P	07/23/24	01401 200	SUPPLIES-OFFICE SUPPLIES	46.18	
INVOICE: 7001021993										
166851	07/01/24	68584		103286	P	07/23/24	01414 200	OFFICE SUPPLIES	23.16	
INVOICE: 7001021993										
166851	07/01/24	68584		103286	P	07/23/24	01410 200	SUPPLIES	38.19	
INVOICE: 7001021993										
166851	07/01/24	68584		103286	P	07/23/24	01410 220	OPERATING SUPPLIES	174.62	
INVOICE: 7001021993										
166852	07/01/24	68585		103286	P	07/23/24	01410 220	OPERATING SUPPLIES	17.35	
INVOICE: 7000945179										
166853	07/01/24	68586		103286	P	07/23/24	01401 200	SUPPLIES-OFFICE SUPPLIES	353.50	
INVOICE: 700749754										
166853	07/01/24	68586		103286	P	07/23/24	01414 200	OFFICE SUPPLIES	25.40	
INVOICE: 700749754										
166853	07/01/24	68586		103286	P	07/23/24	01410 200	SUPPLIES	10.56	
INVOICE: 700749754										
VENDOR TOTALS		1,418.55 YTD INVOICED			3,356.07 YTD PAID			814.44		
3934 SWEET BRIAR CART, LLC	166864	07/01/24	68597		103287	P	07/23/24	01410 480	PUBLIC PROGRAMS	500.00
INVOICE: 06152024										
VENDOR TOTALS		.00 YTD INVOICED			500.00 YTD PAID			500.00		
2441 TUSTIN GROUP, LLC	166800	07/01/24	68533		103288	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	45.00
INVOICE: 91002390										
166801	07/01/24	68534		103288	P	07/23/24	05454 373	PARK BUILDING MAINTENANCE	1,425.00	
INVOICE: 990028898										
166802	07/01/24	68535		103288	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	196.58	
INVOICE: 990029000										
166803	07/01/24	68536		103288	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	487.50	

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 990028867										
VENDOR TOTALS				4,981.28	YTD INVOICED			7,405.36	YTD PAID	2,154.08
3239 UNIFIRST FIRST AID CORPORATION										
166833	07/01/24	68566			103289	P	07/23/24	01410 220	OPERATING SUPPLIES	164.63
INVOICE: J376152										
166834	07/01/24	68567			103289	P	07/23/24	01410 220	OPERATING SUPPLIES	-19.52
INVOICE: J376153-CM										
VENDOR TOTALS				386.94	YTD INVOICED			1,743.12	YTD PAID	145.11
473 UNITED RENTALS (NORTH AMERICA), INC										
166770	07/01/24	68503			103290	P	07/23/24	01430 220	HWY MAINT-GEN SERV/SUPPLS	290.70
INVOICE: 235863288-002										
166771	07/01/24	68504			103290	P	07/23/24	01430 220	HWY MAINT-GEN SERV/SUPPLS	290.70
INVOICE: 235863288-001										
VENDOR TOTALS				320.00	YTD INVOICED			1,604.23	YTD PAID	581.40
2906 US BANK										
166813	07/01/24	68546			103291	P	07/23/24	01410 311	PROF. SERVICES - PENSION,	439.06
INVOICE: 14315829										
166814	07/01/24	68547			103291	P	07/23/24	01410 311	PROF. SERVICES - PENSION,	107.33
INVOICE: 14315825										
166815	07/01/24	68548			103291	P	07/23/24	01402 311	PROFESSIONAL SERVICES-NON	166.27
INVOICE: 14315827										
VENDOR TOTALS				1,394.45	YTD INVOICED			4,889.30	YTD PAID	712.66
40 VERIZON										
166751	07/01/24	68484			103292	P	07/23/24	08429 320	COMMUNICATIONS	33.07
INVOICE: 2156430661 061724										
166752	07/01/24	68485			103292	P	07/23/24	08429 320	COMMUNICATIONS	37.94
INVOICE: 2155428926 070724										
166753	07/01/24	68486			103292	P	07/23/24	08429 320	COMMUNICATIONS	37.94
INVOICE: 2152831193 070724										
166754	07/01/24	68487			103292	P	07/23/24	08429 320	COMMUNICATIONS	45.34
INVOICE: 2155428927 070724										
166755	07/01/24	68488			103292	P	07/23/24	05454 320	COMMUNICATION	143.80
INVOICE: 2156461633 062424										
VENDOR TOTALS				2,793.94	YTD INVOICED			5,472.20	YTD PAID	298.09
3202 VERIZON BUSINESS NETWORK SERVICES, INC.										
166828	07/01/24	68561			103293	P	07/23/24	01409 320	TELEPHONE	1,131.51
INVOICE: Z9750661										
VENDOR TOTALS				6,580.76	YTD INVOICED			10,602.74	YTD PAID	1,131.51
3565 W.B. MASON COMPANY										

## PAID INVOICES REPORT

WARRANT: 072324

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
166841 INVOICE: 247672747	07/01/24	68574		103294	P	07/23/24	01409 220	SUPPLIES	351.57
VENDOR TOTALS			1,679.53 YTD INVOICED				2,438.90 YTD PAID		351.57
2511 WEST PUBLISHING CORPORATION 166804 INVOICE: 850443366	07/01/24	68537		103295	P	07/23/24	30410 705	POLICE PCCD GRANT EXP	150.00
VENDOR TOTALS			600.00 YTD INVOICED				1,350.00 YTD PAID		150.00
1364 ZEP MANUFACTURING CO. 166789 INVOICE: 909924196	07/01/24	68522		103296	P	07/23/24	01409 370	REPAIRS & MAINTENANCE	105.00
166789 INVOICE: 909924196	07/01/24	68522		103296	P	07/23/24	05454 720	REPAIRS & IMPROVEMENT	104.99
VENDOR TOTALS			.00 YTD INVOICED				209.99 YTD PAID		209.99
REPORT TOTALS									692,220.95

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	80	692,220.95

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

PAID INVOICES REPORT

WARRANT: 063024

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
3343 ORTHO MCNEIL 166717 INVOICE: 063024	06/30/24	68450		1193	M	06/30/24	01250 000	TOTAL DEVELOPERS' ESCROW	11.28
VENDOR TOTALS			.00	YTD INVOICED			11.28	YTD PAID	11.28
								REPORT TOTALS	11.28
								COUNT	AMOUNT
TOTAL MANUAL CHECKS								1	11.28

## PAID INVOICES REPORT

WARRANT: 071024

TO FISCAL 2024/04 01/01/2024 TO 12/31/2024

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
1431 HOME DEPOT CREDIT SERVICES										
166714		07/10/24	68447		103216	P	07/10/24	01409 370	REPAIRS & MAINTENANCE	158.97
INVOICE: 063024										
166714		07/10/24	68447		103216	P	07/10/24	05454 372	MATERIALS & SUPPLIES PARK	122.88
INVOICE: 063024										
166714		07/10/24	68447		103216	P	07/10/24	05454 720	REPAIRS & IMPROVEMENT	24.92
INVOICE: 063024										
VENDOR TOTALS				2,937.77	YTD INVOICED			4,441.57	YTD PAID	306.77
									REPORT TOTALS	306.77
									COUNT	AMOUNT
TOTAL PRINTED CHECKS									1	306.77



## Statement

Account Name: BILLING ACCOUNT 030522 Card Number: xxxx-xxxx-xxxx-0522  
Company Name: LOWER GWYNEDD TOWNSHIP Account Limit: \$ 20,000.00  
Employee ID: 772190000032397 Available Credit: \$ 18,214.69  
Statement Date (MM/DD/YYYY): 05/27/2024 Currency: U.S. DOLLAR  
Payment Due Date (MM/DD/YYYY): 06/23/2024

### Statement Summary:

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

Previous Balance: \$ 7,809.89  
Payments: \$ -7,809.89  
Adjustments: \$ 0.00  
Net Purchases: \$ 1,785.31  
Cash Advance: \$ 0.00  
Fees: \$ 0.00  
Other Charges: \$ 0.00  
New Account Balance: \$ 1,785.31

### Transaction Summary:

Trans Date	Posting Date Trans ID	Description	Pre-Tax Amount Auth #	Total Tax	Trans Amount
Card Number xxxx-xxxx-xxxx-0522 BILLING ACCOUNT 030522					
05/06	05/06 530175691	AUTOMATIC PYMT RECEIVED	\$ -7,809.89	\$ 0.00	\$ -7,809.89

TOTAL CREDITS xxxx-xxxx-xxxx-0522 \$ -7,809.89  
TOTAL DEBITS xxxx-xxxx-xxxx-0522 \$ 0.00

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

Trans Date	Posting Date Trans ID	Description	Pre-Tax Amount Auth #	Total Tax	Trans Amount
04/26	04/29 529203575	THE UPS STORE 1493 SPRING HOUSE PA	\$ 19.58 021892	\$ 1.17 (e)	\$ 20.75 ✓
04/30	05/01 529521511	IACP ALEXANDRIA VA	\$ 179.24 077899	\$ 10.76	\$ 190.00 ✓
05/02	05/06 530422719	FASTSIGNS WILLOW GROVE PA	\$ 155.97 057865	\$ 9.36 (e)	\$ 165.33 ✓
05/15	05/16 532258667	KFD TRAINING AND CONSU WETHERSFIELD CT	\$ 295.00 049916	\$ 0.00	\$ 295.00 ✓
05/22	05/23 533235792	TARGET WORLD INC CHALFONT PA	\$ 47.17 005252	\$ 2.83 (e)	\$ 50.00 ✓

TOTAL CREDITS xxxx-xxxx-xxxx-2252 \$ 0.00  
TOTAL DEBITS xxxx-xxxx-xxxx-2252 \$ 721.08

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

Trans Date	Posting Date Trans ID	Description	Pre-Tax Amount Auth #	Total Tax	Trans Amount
04/26	04/29 529203576	UNIFORM CONSTRUCTION U HARRISBURG PA	\$ 846.00 029372	\$ 0.00	\$ 846.00 ✓

05/02

05/03  
530089948

PSATS ENOLA PA

01414.460 ✓

\$ 42.45  
094339

\$ 2.55 (e)

Page 2 of 4  
\$ 45.00 ✓

05/11

05/13  
531598068

DD/BR #349975 Q35 HATFIELD PA

01427.300 ✓

\$ 22.21  
012137

\$ 1.33 (e)

\$ 23.54 ✓

05/21

05/22  
533053599

PROJECT MGMT INSTITUTE NEWTOWN SQUAR PA

01401.460 ✓

\$ 56.60  
074108

\$ 3.40 (e)

\$ 60.00 ✓

05/21

05/22  
533053598

EIG CONSTANTCONTACT.CO WALTHAM MA

01400.316 \$ 60.75  
05451.340 \$ 20.25 ✓\$ 76.42  
003613

\$ 4.58 (e)

\$ 81.00 ✓

TOTAL CREDITS xxxx-xxxx-xxxx-6926

\$ 0.00

TOTAL DEBITS xxxx-xxxx-xxxx-6926

\$ 1,055.54

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

05/15

05/16  
532258668

STAPLES 00100818 NORTH WALES PA

01409.370 ✓

\$ 8.69  
091985

\$ 0.00

\$ 8.69 ✓

TOTAL CREDITS xxxx-xxxx-xxxx-3833

\$ 0.00

TOTAL DEBITS xxxx-xxxx-xxxx-3833

\$ 8.69

VENDOR #	NAME	ADDRESS	CITY	ST	ZIP
4041	DIEM MICHAEL & FRENKL TARA L	PO BOX 167	GWYNEDD VALLEY	PA	19437
4042	ACCESS SECURITY CORP.	1025 THOMAS DRIVE	WARMINSTER	PA	18974
4043	HILLSIDE OAKS, LLC	1336 GYPSY HILL ROAD	LOWER GWYNEDD	PA	19002
4044	LIBERTY HORSHAM	401 HORSHAM ROAD	HORSHAM	PA	19044-2013
4045	JASON STEIN	1078 GREENTREE ROAD	BLUE BELL	PA	19422
4046	LIA MARTIN	7516 SHAW STREET	PHILADELPHIA	PA	19128
4048	PATTY SEXTON-FURBER				
4049	BOUND TREE MEDICAL, LLC	23537 NETWORK PLACE	CHICAGO	IL	60673-1235
4050	ODALYS CUMMINS	1301 BIWOOD ROAD	AMBLER	PA	19002